

MEMORANDUM OF AGREEMENT

between the

NORTHWEST COMMUNITY COLLEGE
(hereinafter called "the Employer")

and the

B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION (BCGEU), LOCAL 712
(hereinafter called "the Union")

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

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION (BCGEU), LOCAL 712 (hereinafter called "the Union"), AGREE TO RECOMMEND TO THE B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION, LOCAL 712 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").

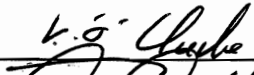
6. **Ratification**

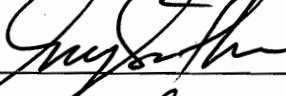
The parties expressly agree that, upon the completed signing of this Memorandum of Agreement, the parties shall recommend the approval of this Memorandum to their respective principals and schedule the necessary meetings to ensure that their principals vote on the recommendations.

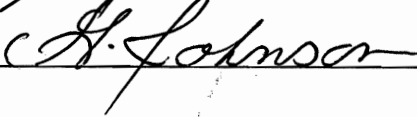
This Memorandum of Agreement is also subject to ratification by the Post-Secondary Employers' Association Board of Directors.

Signed this 15th day of May, 2015.


BARGAINING REPRESENTATIVES FOR
THE EMPLOYER:




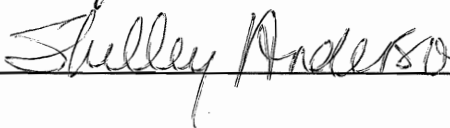




BARGAINING REPRESENTATIVES FOR
THE UNION:







APPENDIX "A"

1. While not to be included in the Collective Agreement, the Extended Health Benefits plan will be amended such that an individual and family deductible of ~~twenty-five dollars (\$25)~~ **fifty dollars (\$50)** per calendar year will be implemented effective **January 1, 2016**.
2. The Employer agrees that effective **January 1, 2016**, the Extended Health Care Plan will be amended as follows:
 - Vision care benefit claims will be reimbursed to a maximum of ~~three hundred dollars~~ **five hundred dollars (\$300.00 \$500.00)** every two (2) years.
3. Article 36.4 Allocation
 - (a) Article 36 Professional Development – The College shall allocate at the beginning of each fiscal year the amount of sixteen thousand, five hundred dollars (\$16,500).
 - (b) **Effective April 1, 2018, The College shall increase the ongoing annual amount by two thousand dollars (\$2,000) to a total of eighteen thousand, five hundred dollars (\$18,500).**
 - (c) **Effective April 1, 2019, The College shall increase the ongoing annual amount by three thousand dollars (\$3,000) to a total of twenty-one thousand, five hundred dollars (\$21,500).**
 - (d) **In addition to items (b) and (c) above, the College shall provide one-time allocations as follows:**
 - (1) **April 1, 2017 to March 31, 2018 – one thousand, three hundred dollars (\$1,300) allocated for a total of seventeen thousand, eight hundred dollars (\$17,800) for the fiscal year.**
 - (2) **April 1, 2018 to March 31, 2019 – two thousand, four hundred dollars (\$2,400) allocated for a total of twenty thousand, nine hundred dollars (\$20,900) for the fiscal year.**
 - (e) Any unspent balance at the end of each fiscal year shall be carried forward and added to the allocation for the next fiscal year.
4. 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.
5. All tentatively agreed to items as follows:

Housekeeping

Review where Chairperson and President (of Union) are used in the Collective Agreement and verify if the appropriate title is being used.

In every instance of the term "local supervisor" change to supervisor or designate.

Definitions – Collective Agreement

11.9c) Bumping Procedure

17.1 Hours of Work
22b) Placement of Joint Early Intervention Program (JEIP) Language
Renew all other Memorandum of Agreements/Letters and Appendices

Amended

Definitions


9.2 Single Arbitrator
13.7 Appointment Procedures
13.8 Postings
16.3 Notices of Layoff
21.5 Vacation Scheduling
24.1 Maternity, Parental and Adoption Leave
25.10 Safe Working Conditions
25.12 Safety Equipment
26 Technological Change
35.1 Child Care Facilities
34.4 Loss of Seniority
35.5 Copies of the Agreement
Memorandum of Agreement #5 – SEM/Field Schools
Memorandum of Agreement #2 – Post Secondary Early Intervention Program – DELETE
Memorandum of Agreement #4 – Culinary Program Banquet Work

NORTHWEST COMMUNITY COLLEGE AND BCGEU (Local 712 Support Staff Bargaining Unit)


HOUSEKEEPING

- a) Review each instance where Chairperson and President (of Union) are used in the Collective Agreement and verify if the appropriate title is being used.
- b) In every instance of the term "local supervisor" change to "supervisor or designate".

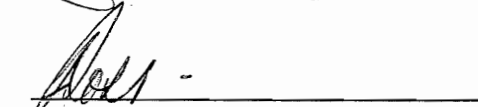
Agreed:



Signed by the Union




Signed by the Employer



Signed by the Union



Signed by the Union



Signed by the Union

Shelley Anderson
February 13, 2015

EMPLOYER PROPOSAL

Date: _____

Time: _____

Page 3 & 4

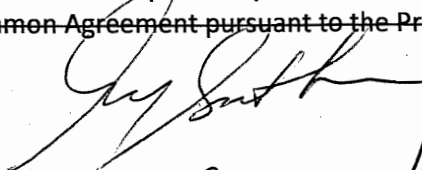
HOUSEKEEPING

attach to DEFINITIONS

DEFINITIONS - COMMON AGREEMENT

- c) ~~"Agreement" or "Common Agreement" means this Agreement reached between the employers and the unions as defined in the Protocol Agreement dated May 27, 2004.~~
- d) ~~"Collective Agreement" means the combination of provisions of the Common Agreement with local provisions that constitute a Collective Agreement between an institution and a local union.~~
- e) ~~"Institution" means a college, university college, institute or agency created under the College and Institute Act, Open Learning Agency Act or Institute of Technology Act that has ratified the Common Agreement.~~
- f) ~~"Joint Administration and Dispute Resolution Committee" or "JADRC" means the committee established under Article 3.2 below.~~
- g) ~~"Local parties" means the institution and local bargaining unit where both have ratified this Agreement.~~
- h) ~~"Local provision" means a provision of a collective agreement established by negotiations between an individual employer and a local union.~~
- i) ~~"Local union" means a bargaining unit representing employees at an institution that has ratified this Agreement.~~
- j) ~~"Ministry" means the Ministry of Advanced Education.~~
- k) ~~"Parties" or "common parties" mean the employers and unions identified in the Protocol Agreement of May 27, 2004 that have ratified this Agreement.~~
- l) ~~"Post Secondary Employers' Association" or "PSEA" means the Employers' Association established or post-secondary colleges and institutes under the Public Sector Employers' Act.~~
- m) ~~"Provincial bargaining council" mean a council of the B.C. Government and Service Employees' Union (BCGEU) and the Federation of Post Secondary (FPSE) formed for the purpose of negotiating this Agreement.~~
- n) ~~"Ratification" means the acceptance by a local union and by an institution and the PSEA of the terms of the Common Agreement pursuant to the Protocol of May 27, 2004.~~

AGREED:



3 October 2014

NORTHWEST COMMUNITY COLLEGE AND BCGEU (Local 712 Support Staff Bargaining Unit)

DEFINITIONS

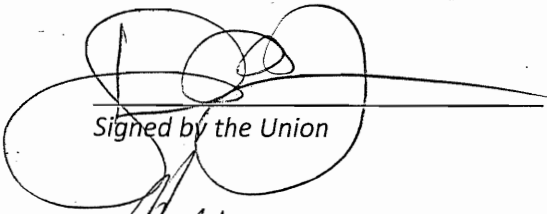
"Agreement" means this Collective Agreement reached between the Employer and the Union.

"Parties" means Northwest Community College and BCGEU, Local 712

"Ministry" means the Ministry of Advanced Education.

"Post-Secondary Employers' Association" or "PSEA" means the Employers' Association established for post-secondary colleges and institutes under the *Public Sector Employers' Act*.

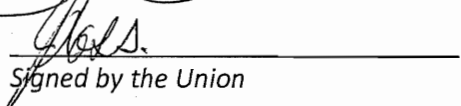
Agreed:




Signed by the Union



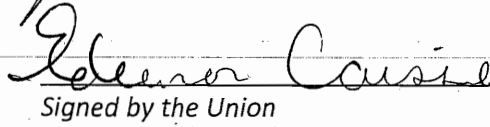
Signed by the Employer



Signed by the Union

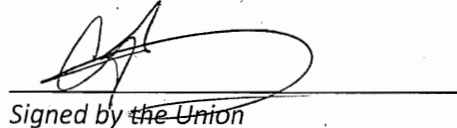


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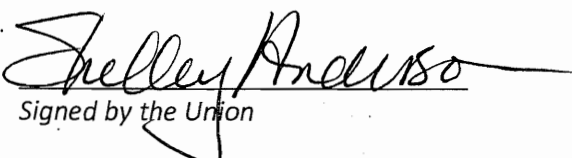


Signed by the Union

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Signed by the Union



Signed by the Union

February 13, 2015

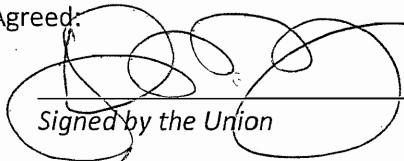
NORTHWEST COMMUNITY COLLEGE AND BCGEU (Local 712 Support Staff Bargaining Unit)

11.9 (c) *Bumping Procedure*


- (1) Regular employees who receive notice of layoff shall have the right to bump employees with less seniority.
- (2) Regular employees, with three (3) or more years of seniority, shall have the right to bump employees in any of the ~~nine (9)~~ **seven (7)** College geographic locations listed in Clause 11.9(c)-(4)-(3) below.
- (3) Regular employees, with less than three (3) years of seniority shall be able to bump within their geographic location. Employees who are not on travel status and who are working in communities not named below shall be placed in the nearest geographic location. The geographic locations are:
 - (i) Haida Gwaii
 - (ii) Prince Rupert
 - (iii) Terrace
 - (iv) Kitimat
 - (v) Hazelton
 - (vi) Smithers
 - (vii) Houston
 - ~~(viii) Nass Valley~~

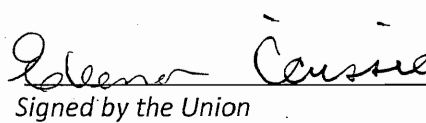
- (4) Regular employees who are bumped shall in turn have the right to bump employees with less seniority.

Agreed:


Signed by the Union


Signed by the Employer


Signed by the Union


Signed by the Union


Signed by the Union

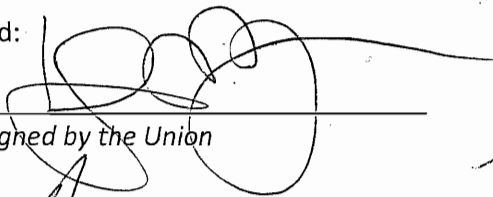
Shelley Anderson
February 13, 2015

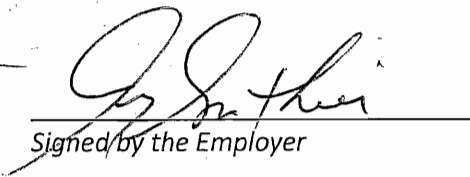
NORTHWEST COMMUNITY COLLEGE AND BCGEU (Local 712 Support Staff Bargaining Unit)

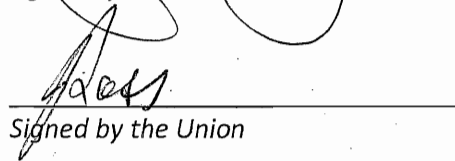
HOUSEKEEPING

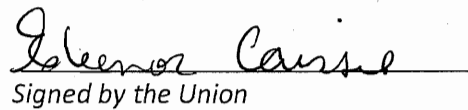
The Joint Early Intervention Program (JEIP) language pursuant to Item No. 4 of the Multi-Employer Table Template (MET) Agreement between the Post-Secondary Employers' Association (PSEA) and the B. C. Government and Service Employees' Union (BCGEU) and the Canadian Union of Public Employees (CUPE), signed on 21 November 2014 will be placed in Article 22 Short Term Illness & Injury and Long-Term Disability as the new b).

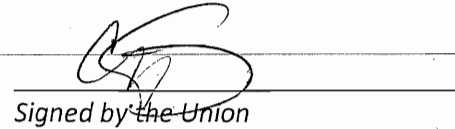
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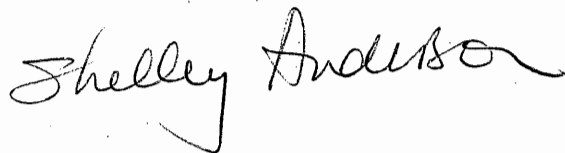

Signed by the Union


Signed by the Employer


Signed by the Union


Signed by the Union


Signed by the Union



February 13, 2015

17.1 Hours of Work

- (a) The annual hours of work exclusive of meal periods taken away from the workstation but including paid holidays will be eighteen hundred twenty-seven (1,827) which is equivalent to an average of thirty-five (35) hours per week. The eighteen hundred twenty-seven (1,827) annual hours means that all work schedules will be based on that figure. Due to varying lengths of the calendar and work years and the varying times that employees may begin and end their work schedules, an employee will be required to work an average of eighteen hundred twenty-seven (1,827) hours.
- (b) Except as otherwise provided, the standard workweek for employees shall consist of up to five (5) consecutive days between Monday and Friday.

Move the following language from Article 17.2(g) Workplace Flexibility to Article 17.1 (c):

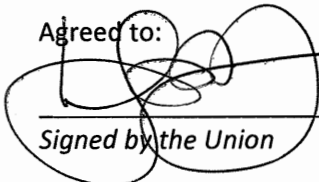
~~17.2(g)~~ (c) Where, for bona fide operational reasons the Employer schedules employees to work Saturday or Sunday, the following criteria shall apply:

- 1. Local collective agreement language shall apply except as expressly provided below.
- 2. New positions created and vacant positions may include Saturday and/or Sunday as a regular workday. Postings for these positions shall state the consecutive days of work.
- 3. No regular employee hired prior to March 24, 2005 shall be required to work Saturday or Sunday as a regular workday, unless the employee is currently scheduled to work Saturday or Sunday.
- 4. No employee shall be laid off or have their hours of work reduced as a result of this article.

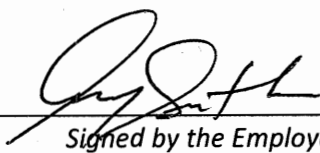
Remainder of 17.1 unchanged but is renumbered as appropriate, i.e., (c) becomes (d), etc.

17.2(g) remains the same with the exception of (g) moving to become 17.1 (c). Renumber as appropriate.

Agreed to:

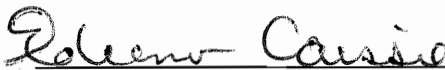


Signed by the Union

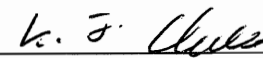


Signed by the Employer

MAY 15, 2015



Signed by the Union



Signed by the Employer



Signed by the Union

Signed by the Employer



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Signed by the Employer

NORTHWEST COMMUNITY COLLEGE AND BCGEU (Local 712 Support Staff Bargaining Unit)

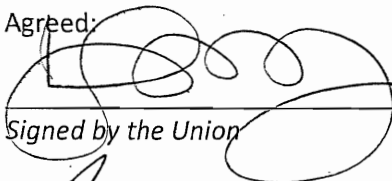
HOUSEKEEPING

9.2 Single Arbitrator

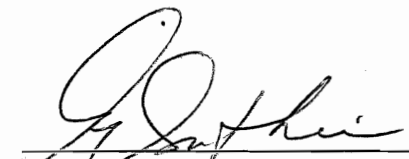
When a party has requested that a grievance be submitted to arbitration, the grievance shall be submitted to one (1) of the following single Arbitrators on a rotational basis subject to their availability within ninety (90) days. In the event that none of the following Arbitrators is available within ninety (90) days, then the arbitrator who is available at the earliest date shall be appointed.

- (a) Chris Sullivan
- (b) ~~J. Korbin~~ **Mark Brown**
- (c) ~~D. McPhillips~~ **Julie Nichol**
- (d) H. Laing

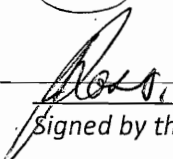
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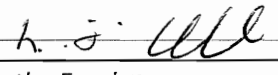
Signed by the Union




Signed by the Employer



Signed by the Union



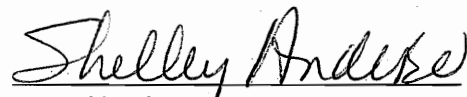
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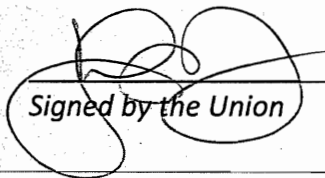
February 13, 2015

October 9, 2014


13.7 Appointment Procedures

(d) — Recognizing the desire of both parties to allow a portability of seniority between all seniority groups the parties agree to the immediate establishment of a special joint committee comprising three (3) union bargaining unit presidents/chairpersons, the Director of Human Resources, and the Vice-President, to draw up the terms of a proposal to recognize this portability and the conditions and changes that will be necessary to various articles in the Collective Agreement.

Agreed to:


Signed by the Union


Signed by the Employer


Gordon Cassie

Shelley Andrews
Ross

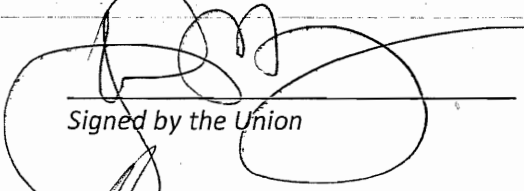
NORTHWEST COMMUNITY COLLEGE AND BCGEU (Local 712 Support Staff Bargaining Unit)

ARTICLE 13 - SERVICE CAREER POLICY

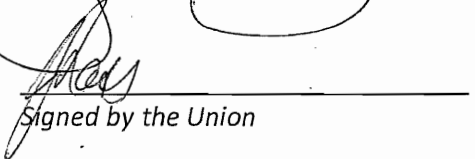
13.8 Postings

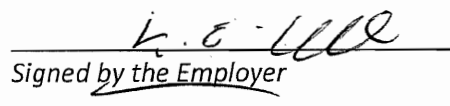
- (a) All vacancies in existing positions and all new positions shall be posted within fourteen (14) days of their becoming required **except as provided for in clauses 13.4 and 13.5**. Such postings shall be throughout the college region and shall be posted for five (5) working days prior to outside advertising wherever operationally feasible.
- (b) The notice of postings shall contain the following information: nature of position, qualifications, experience, skills, whether shift work is involved, wages or salary rate or range, and where applicable, specific location. Such qualifications may not be established in an arbitrary or discriminatory way.
- (c) Notices shall be posted on the appropriate bulletin boards **Human Resources Department** bulletin board for at least ~~fourteen~~ five days prior to the closing date of the competition except as provided for in Clause 13.4 and 13.5.
- (d) Subject to Section 3 (2) (b) of the *Human Rights Code* of British Columbia, all job postings shall state *"This position is open to both male and female applicants"*.

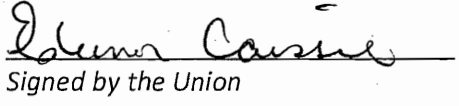
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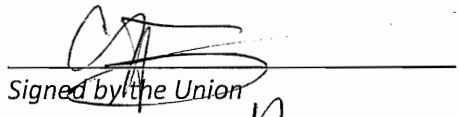

Signed by the Union

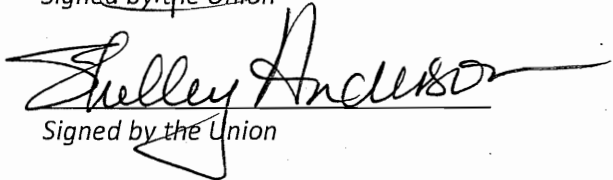

Signed by the Employer


Signed by the Union


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Signed by the Union

February 13, 2015

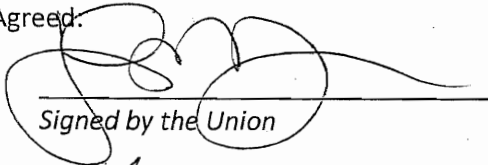
NORTHWEST COMMUNITY COLLEGE AND BCGEU (Local 712 Support Staff Bargaining Unit)

ARTICLE 16 – JOB SECURITY/SENIORITY RIGHTS

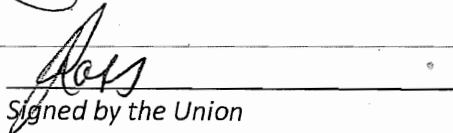
16.3 Notice of Layoff

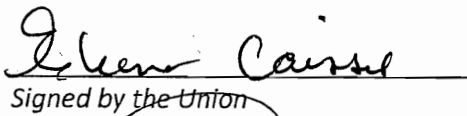
- (a) Employees shall be given at least two (2) months' notice of layoff or pay in lieu thereof.
- (b) Where the appointment term is specified in the letter of appointment, such letter shall be considered layoff notice.
- (c) Where the letter of appointment specifies an appointment of twelve (12) months or less, there shall be no severance pay entitlement. If after the initial appointment an additional period of work is appointed, the employee will be entitled to severance pay calculated on the total number of hours worked from the date of their initial hire with the institution to the date of their initial hire.

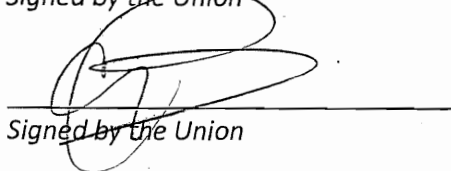
Agreed:


Signed by the Union


Signed by the Employer


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Shelley Anderson

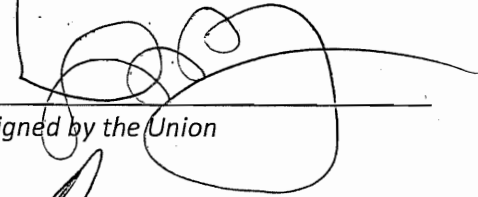
February 13th, 2015

NORTHWEST COMMUNITY COLLEGE AND BCGEU (Local 712 Support Staff Bargaining Unit)

21.5 VACATION SCHEDULING

- (h) Where a request is made on or after March 1, the Employer will respond within ~~fourteen (14)~~ **twenty-one (21)** calendar days. The Employer will not unreasonably deny the employee's vacation request. Where the Employer ~~does not approve the request, reasons will be given~~ **fails to respond to the request within the designated time lines, the vacation shall be deemed approved.**


Agreed:



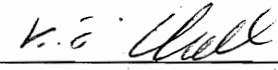
Signed by the Union




Signed by the Employer




Signed by the Union



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Signed by the Union

February 13, 2015

Article 24 – MATERNITY, PARENTAL AND ADOPTION LEAVE

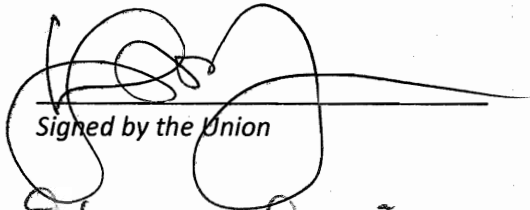
24.1 Maternity, Parental and Adoption Leave

An Employee shall qualify for maternity, parental or adoption leave upon completion of their initial probation period.

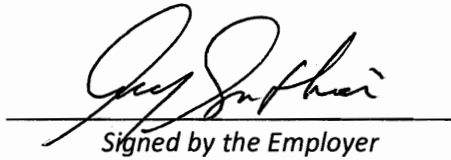
- (a) When on maternity, parental or adoption leave, a regular employee will receive a supplemental payment added to Employment Insurance benefits as follows:
- (1) For the first two (2) weeks of maternity leave an employee shall receive one hundred percent (100%) of her salary calculated on her average base salary.
 - (2) For a maximum of fifteen (15) additional weeks of maternity leave the employee shall receive an amount equal to the difference between the Employment Insurance benefits and ninety-five percent (95%) of her salary calculated on her average base salary.
 - (3) For up to a maximum of thirty-five (35) additional weeks of parental leave, the biological mother shall receive an amount equal to the difference between the Employment Insurance benefits and eighty-five percent (85%) of the employee's salary calculated on her average base salary.
 - (4) For up to a maximum of thirty-seven (37) weeks of parental leave, the biological father or adoptive parent shall receive an amount equal to the difference between the Employment Insurance benefits and eighty-five percent (85%) of the employee's salary calculated on their average base salary.
 - (5) The average base salary for the purpose of Clause 24.1(a)(1) through Clause 24.1(a)(4) is the employee's average base salary for the twenty-six (26) weeks preceding the maternity or parental leave. If the employee has been on unpaid leave for part of the preceding twenty-six (26) weeks, then up to four (4) weeks of that unpaid leave will be subtracted from the twenty-six (26) weeks for the purpose of calculating the average base salary.
 - (6) The employee shall have to furnish proof of adoption. Where both parents are College employees, the employees will decide which of them will apply for the leave.
- (b) An employee is not entitled to receive supplemental employment benefits and disability benefits concurrently. To receive supplemental employment benefits, the regular 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 to the appropriate~~

percentage less the amount of Employment Insurance benefits the employee would have received if qualified for Employment Insurance benefits.

Agreed to:



Signed by the Union

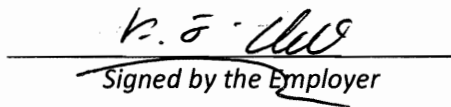


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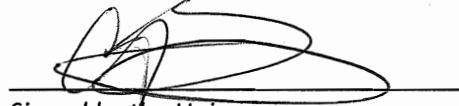
MAY 15, 2015



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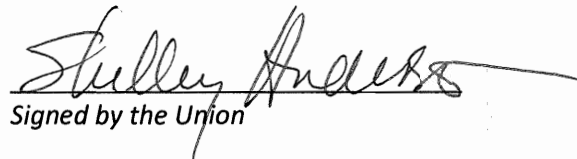


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Signed by the Employer

October 9, 2014

25.10 Safe Working Conditions

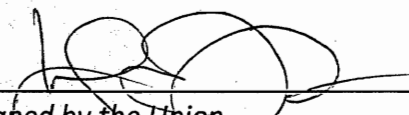
(b) Video Display Terminals

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

- (1) When on a routine basis 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 required. The examination shall be at the Employer's expense where costs are not covered by insurance. Where the Employer requested shall grant leave of absence with pay for this purpose.
- (2) Employees who are required to operate VDT's on a continuous basis shall be entitled to two (2) additional ten (10) minute rest breaks per workday, to be scheduled by mutual agreement.
- (3) Pregnant employees shall have the option not to continue monitoring VDT's which use cathode ray tubes.
 - (i) When a pregnant employee chooses not to monitor such VDT's, she shall be reassigned to other work and paid at her regular rate of pay.
 - (ii) Where work assignment in Clause 25.10.(b)(3)(i) above is not available, a regular employee will be considered to be on leave of absence without pay until she qualifies for maternity leave.
- (4) Where employees are on leave of absence pursuant to Clause 25.10(b)(3) 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.
- (5) The Employer shall ensure that new equipment shall:
 - (i) Have adjustable keyboards and screens;
 - (ii) Meet radiation emission standards established by the Ministry of Labour.

The Health and Safety 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.

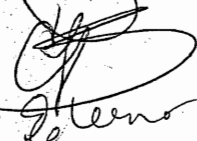
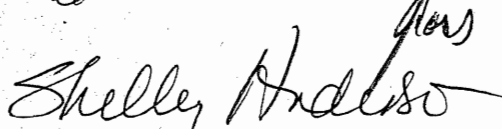
Agreed to:



Signed by the Union



Signed by the Employer


Estero Cassie

Shelley Anderson

DELETE

ARTICLE 26 TECHNOLOGICAL CHANGE

26.1 Definition

~~"Technological Change" shall be defined in Section 54 of the Labour Code.~~

26.2 Notice

~~After notice has been given by the College to the Union, the College and the Union will meet within fourteen (14) days of the date of the notice.~~

26.3 Reference to Arbitration


~~All disputes arising in relation to adjustment to technological change shall be finally and conclusively settled, without stoppage of work, by arbitration in accordance with Article 9 of this Agreement.~~

26.4 Arbitrator's Powers

~~The Arbitrator has the powers contained in Part 8 of the Labour Code.~~

Renumber as appropriate.

Agreed to:



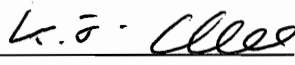
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 MAY 15, 2015

Signed by the Employer



Signed by the Union

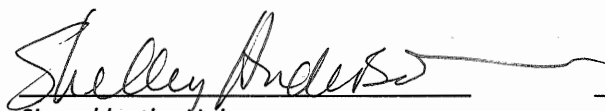


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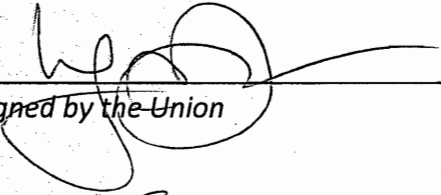
Signed by the Employer

October 9, 2014


25.12 Safety Equipment

Where employees opt for other than the standard **The purchase of CSA approved** safety boots acquired through the Purchasing Department, they will be reimbursed to the maximum of one hundred and sixty dollars (\$160). Safety boots will not be issued **reimbursed** at less than a two (2) year cycle except in exceptional circumstances which will be established with the employee's supervisor. ~~Cost for maintenance or modification of safety boots shall be at the Employer's expense.~~

Agreed to:


Signed by the Union


Signed by the Employer


Idlene Cassie
Shelley Anderson
for

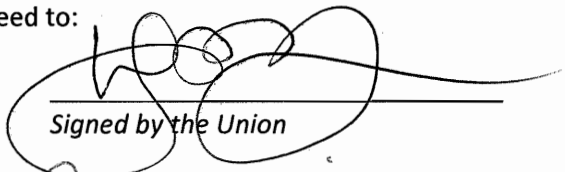
ARTICLE 34 AUXILIARY EMPLOYEES

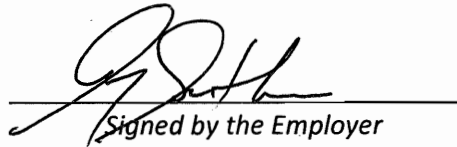
34.4 Loss of Seniority

An auxiliary employee will lose their service and classification seniority when:

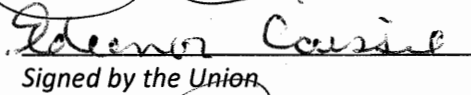
- (a) They are terminated for just cause;
- (b) They voluntarily terminates **their employment** ~~or abandons their position;~~
- (c) They are on layoff for more than one (1) year
- (d) **They fail to report for duty for ten (10) consecutive workdays without informing the Employer of the reason for their absence. An employee shall be afforded the opportunity to demonstrate that there were reasonable grounds for not having informed the Employer.**
- (e) They are unavailable for, or declines, two (2) offers on separate days, of re-employment in which the duration and nature of work is reasonably similar to that which they carried out prior to layoff.

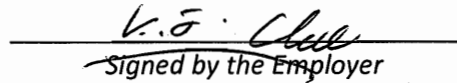
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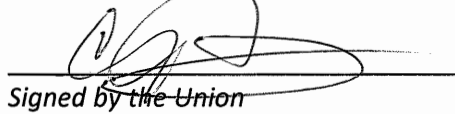

Signed by the Union


Signed by the Employer

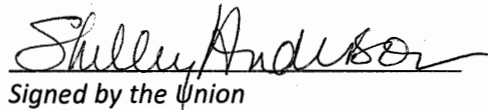
MAY 15, 2015


Signed by the Union


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October 9, 2014

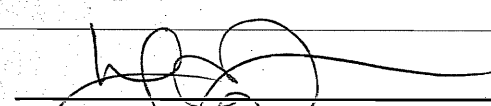
ARTICLE 35 GENERAL CONDITIONS


35.1 Child Care Facilities


- (a) ~~The Joint Committee established under Article 32 shall investigate the availability and/or establishment of facilities and equipment for child care centres for children of employees covered by the Agreement.~~
- (b) ~~The Committee shall make monthly reports to the parties on its activities and progress.~~
- (c) ~~The issue of reserved seats at the Day Care for Employees will be referred to the Joint Committee for resolution.~~

Renumber article as appropriate.

Agreed to:


Signed by the Union


Signed by the Employer


Idema Cassie

Shelley Anderson

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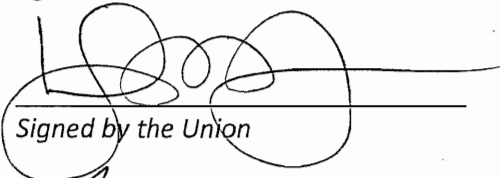
NORTHWEST COMMUNITY COLLEGE AND BCGEU (Local 712 Support Staff Bargaining Unit)

ARTICLE 35 GENERAL CONDITIONS

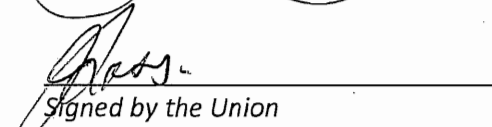
35.5 Copies of the Agreement

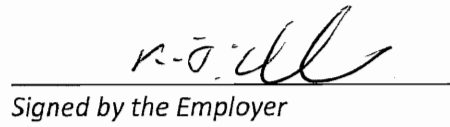
The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and their rights and obligations under it. For this reason, the Employer shall provide electronic access sufficient copies of the agreement (~~13.75x21.25 cm~~) for distribution to employees. The Employer will print fifteen (15) copies of the Agreement for the Union.

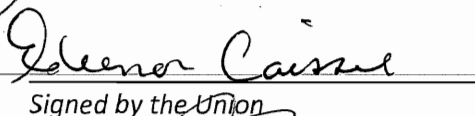
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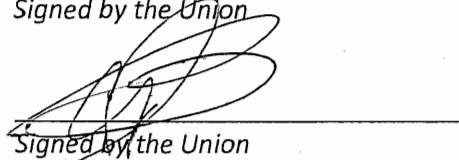

Signed by the Union


Signed by the Employer


Signed by the Union


Signed by the Employer


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Signed by the Union


Signed by the Union

February 13, 2015

Memorandum of Agreement #4 Culinary Program Banquet Work

Regular Employees – Recurring Seasonal

The parties agree to the following:

Work Covered by Letter

1. Both parties recognize and agree there are benefits to providing banquet service to the general community; and to provide these services, we need to maintain a competitive pricing structure.

Positions Covered by Letter

2. The Regular Employee – Recurring Seasonal positions affected by the banquet services and covered by this Letter of Agreement are:
 - (a) ~~Head Cashier~~ Catering Lead
 - (b) Cafeteria Cook
 - (c) Line Cooks
3. The parties recognize this Letter applies only to workers who choose to work on banquet services, and that these workers are not required to work on banquet services.

Banquet Work as Straight-Time Rates

4. All banquet work hours, including Saturday and Sunday, will be paid, or banked as lieu time, at straight-time rates of pay at the regular step of the employee. Where the employee works more than seven (7) hours of banquet work time over and above their normally scheduled hours in a day, the additional banquet work hours will be paid or banked at overtime rates in accordance with the Collective Agreement.

Term of Employment Extension

5. The current seasonal appointment practice for term of employment and normal end date will remain unchanged. However, the employee may use their lieu time and unused vacation entitlement to extend their term of employment during summer periods when the cafeteria is closed. Where employees choose to use lieu time in this way, the lieu time hours will be equivalent to straight-time hours worked.

Employer Paid Benefits

- (a) If an employee works a minimum of one hundred (100) banquet hours over and above his normal scheduled work during the period from September 1 to May 31, the Employer will maintain the employee's benefits and pay the premiums on the normal cost-sharing basis through the summer period when the cafeteria is closed.
- (b) If an employee works less than the minimum of one hundred (100) banquet hours over and above his normal scheduled work, they may access benefits by prepaying the premiums to the College.

Vacation Time Accrual

6. When the employee uses their straight-time lieu bank time, the lieu time will be used to calculate the employee's vacation entitlement. Specifically, if the employee is paid for ten (10) days or more in a given month, vacation time will accrue in accordance with the

NORTHWEST COMMUNITY COLLEGE AND BCGEU (Local 712 Support Staff Bargaining Unit)

terms of the Collective Agreement. Lieu time earned as overtime does not accrue vacation.

- 7. Regular Employees – Recurring Seasonal will be covered by and subject to all provisions of Article 18 – Annual Vacation as a regular employee. Unused vacation entitlement will no longer be paid out in a lump sum, except upon termination.

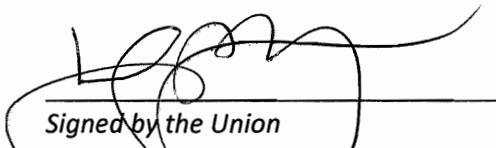
Seniority Accrual

- 8. The employee shall accrue seniority for all banquet hours worked at straight-time rates. Seniority will be granted at the time of payment.

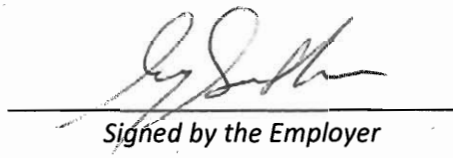
Effective Date

This Agreement will commence with the start date of the incumbents in the Fall of 2005.

Agreed to:



Signed by the Union

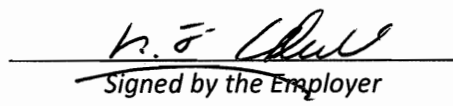


Signed by the Employer

MAY 15, 2015



Signed by the Union



Signed by the Employer



Signed by the Union

Signed by the Employer



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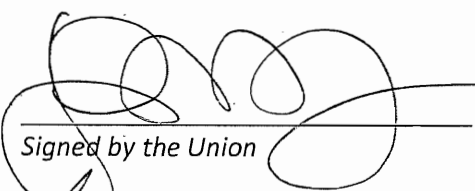
NORTHWEST COMMUNITY COLLEGE AND BCGEU (Local 712 Support Staff Bargaining Unit)

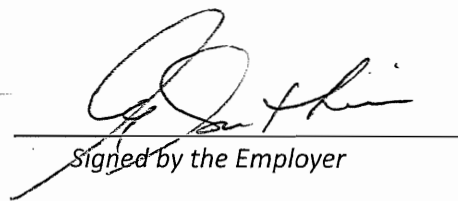
HOUSEKEEPING

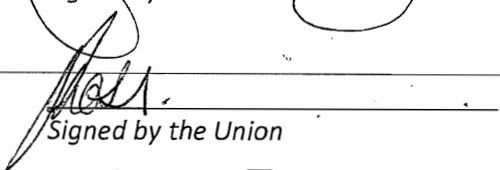
MEMORANDUM OF AGREEMENT #5
SEM/Field Schools

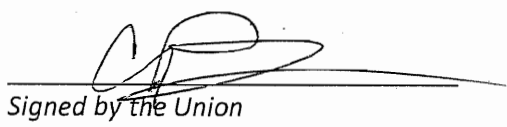
The parties will form a committee consisting of not more than two (2) members of the BCGEU, the BCGEU staff representative, and an equal number of management appointments to review the changing face of the SEM. The Committee will begin meeting by **January 15, 2016** and complete their duties by **December 15th, 2016**. The Committee will make recommendations to their principals. Any recommendations to be adopted by the parties are subject to ratification by the parties' principals.

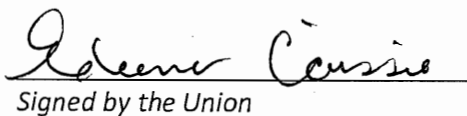
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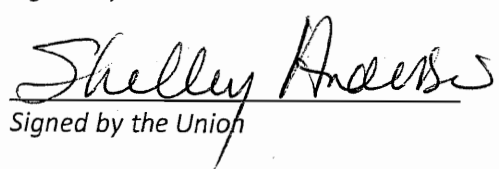

Signed by the Union


Signed by the Employer


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February 13, 2015

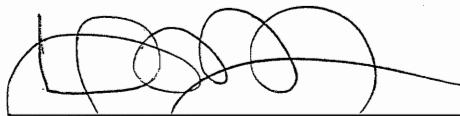
NORTHWEST COMMUNITY COLLEGE AND BCGEU (Local 712 Support Staff Bargaining Unit)


February 13, 2015

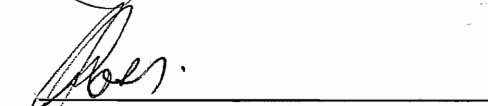
HOUSEKEEPING


1. RENEW – Memorandum of Agreement #1 – Degree Granting Opportunities in Northern BC
2. DELETE – Memorandum of Agreement #2 – Post-Secondary Early-Intervention Program
3. RENEW – Memorandum of Agreement #3 – Joint Job Evaluation/Pay Equity Committee

Agreed:


Signed by the Union


Signed by the Employer


Signed by the Union


Signed by the Union


Signed by the Union


Signed by the Union

February 13, 2015

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.

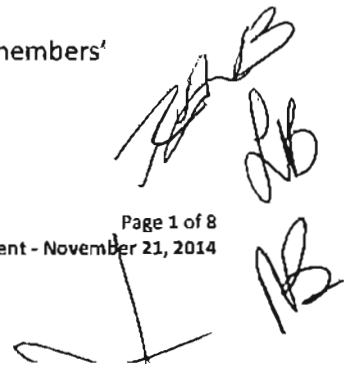
1. BC Provincial Pharmacare Formulary Process Improvement Committee (FPIC)

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.

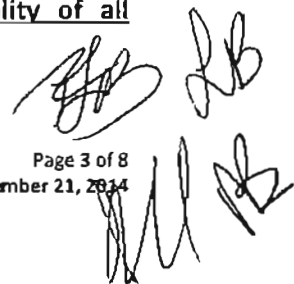
4. Joint Early Intervention Program ("JEIP") – Housekeeping Proposal

- (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

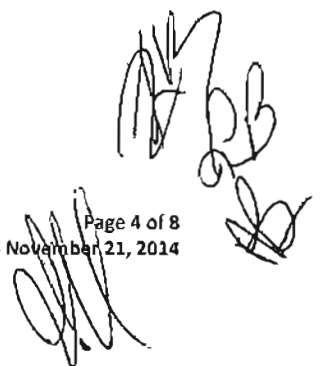
Post-Secondary Early Intervention Program

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.

Handwritten signatures and initials in black ink, including a large signature on the left and several initials (e.g., 'JB', 'AB') on the right.

(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.

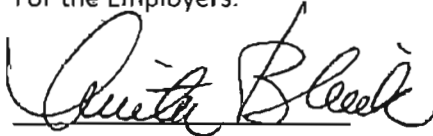
(h) Effective the first day of the first full pay period after May 01, 2019, all wage scales in the collective agreement which were in effect on April 30, 2019 shall be increased by one percent (1%) plus the Economic Stability Dividend*. The new rates shall be rounded to the nearest whole cent or dollar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

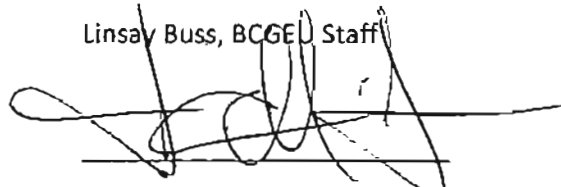


Rhonda Bender, PSEA

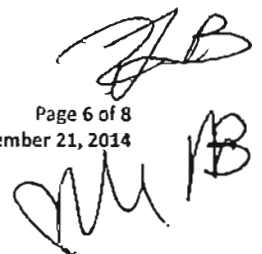
For the Unions:



Linsay 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;

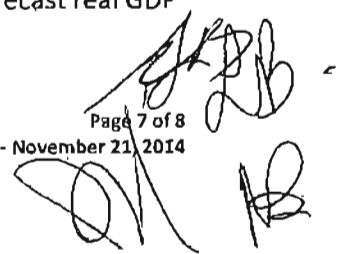
"Real GDP" means the GDP for the previous fiscal year expressed in constant dollars and adjusted for inflation produced by Statistics Canada's Provincial and Territorial Gross Domestic Product by Income and by Expenditure Accounts (also known as the provincial and territorial economic accounts) and published 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.

