

MEMORANDUM OF AGREEMENT

between

NORTHER LIGHTS COLLEGE  
(hereinafter called "the College")

and the

B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION  
(hereinafter called "BCGEU")

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

AND

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

THAT THEIR COLLECTIVE AGREEMENT COMMENCING JULY 01 2010 AND EXPIRING JUNE 30 2014 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. Previous Conditions

All of the terms of the 2006-2010 Collective Agreement continue except as specifically varied below by paragraphs 2 to 4, both inclusive.

2. Effective Dates

The effective date for all changes to the new Collective Agreement will be the date of ratification of this Memorandum, unless otherwise specified.

3. Appendix "A"

The College and the Union agreed to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Appendix "A".

4. Appendix "B"

The College and the Union agreed to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Appendix "B" – 2010-14 Support Staff Compensation Template (CTT).

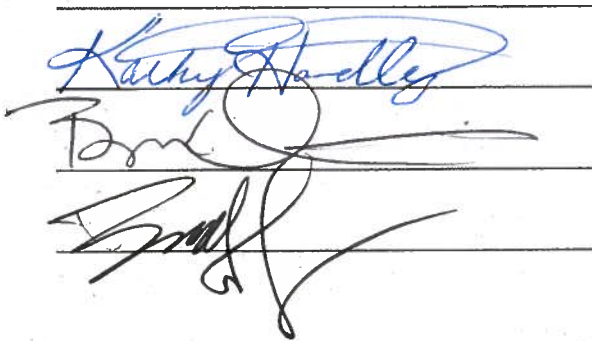
5. Ratification

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.

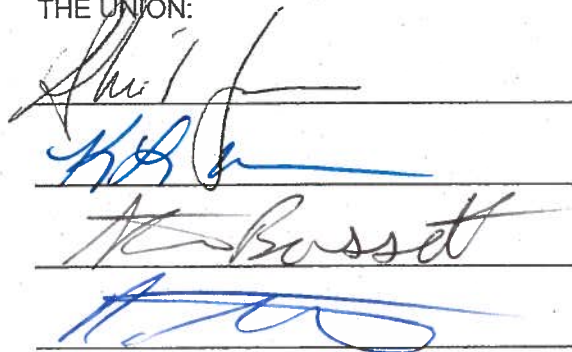
This Memorandum of Agreement is also subject to ratification by the Post-Secondary Employers' Association Board of Directors.

Signed this 2 day of January, 2012.

BARGAINING REPRESENTATIVES FOR  
THE COLLEGE:



BARGAINING REPRESENTATIVES FOR  
THE UNION:



APPENDIX "A"

## Offer for Settlement

### Northern Lights College – and – BCGEU Local 0710

The following package of items is to be consider an Offer for Settlement (the Offer) submitted by the Northern Lights College (employer) to the BCGEU Support Local 0710 (union) to conclude the 2010 to 2014 round of bargaining.

The Offer is presented in a package format. Any issue not included in the Offer from the original list of proposals submitted by either the Employer or the Union is deemed to be withdrawn. Where the Offer is not accepted as a whole, the Offer is withdrawn completely. Any issues left out of the Offer return to active bargaining status if this Offer is rejected. Any issues previously tentatively agreed to will retain that same status if this Offer is rejected.

The Offer is advanced on a without prejudice basis to conclude the renewal of a Collective Agreement.

#### ARTICLE 8 - HOURS OF WORK

##### 8.1 Hours of Work

- (a) The annual hours of work exclusive of meal periods taken away from the work station but including paid holidays will be ~~one thousand eight hundred and twenty seven (1,827)~~ which is equivalent to an average of ~~thirty five (35)~~ hours per week.
- (b) Except as otherwise provided, the standard workweek shall consist of five (5) consecutive days from Monday to Friday, inclusive.
- (c) Except as otherwise provided, the workday shall be seven (7) hours duration exclusive of the meal period, and these hours shall be scheduled between 8:00 a.m. and 5:00 p.m. **Effective January 1, 2014 the hours shall be scheduled between 5:00 a.m. and 7:30 p.m.**

#### ARTICLE 8 - HOURS OF WORK

##### 8.12 Workplace Flexibility

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

- (a) Local collective agreement language shall apply except as expressly provided below.
- (b) New positions created and vacant positions, after May 15, 2000 may include Saturday and/or Sunday as a regular workday. Postings for these positions shall state the consecutive days of work.
- (c) No regular employee hired prior to May 15, 2000 shall be required to work Saturday or Sunday as a regular workday, unless the employee is currently scheduled to work Saturday or Sunday. **Effective January 1, 2014 this provision shall no longer apply and regular employees who were hired prior to May 15, 2000 may be required to work Saturday or Sunday as a regular workday.**

- (d) A premium of one ~~(1)~~ additional hour of pay per shift shall apply to all regularly scheduled work on Saturday and Sunday.
- (e) No employee shall be laid off or have their hours of work reduced as a result of this article.

#### ARTICLE 14 - SPECIAL AND OTHER LEAVE

##### 14.11 Maximum Leave Entitlement

Effective January 1, 2014, leave taken under Articles 14.2, 14.3, and 14.9 shall not exceed a total of nine ~~(9)~~ 10 workdays per calendar year unless additional special leave is approved by the Employer.

#### ARTICLE 19 - HEALTH AND WELFARE

##### 19.3 Extended Health Care Plan

- (a) The Employer shall pay the monthly premium for regular employees entitled to coverage under a mutually acceptable extended health care plan.
- (b) Benefit Entitlement for Part-time Regular Employees – Part-time employees with regular appointments of at least ~~seventeen point five (17.5)~~ hours per week (~~thirty five [35]~~ hours biweekly) will be entitled to group life insurance, extended health, dental and medical benefits.
- (c) Total lifetime coverage level will be unlimited.
- (d) Hearing Aid benefit claims will be to a maximum of ~~six hundred dollars (\$600)~~ every five ~~(5)~~ years.
- ~~(e) Effective April 1, 2005, employees shall be reimbursed a total of seventy five dollars (\$75) every two (2) years for vision exams.~~
- ~~(f)~~(e) Effective January 1, 2014, the Employer will pay ~~one hundred percent (100%)~~ of the premium for a vision care benefit that will reimburse the actual purchase cost of corrective lenses or frames up to a maximum of ~~two hundred and fifty dollars (\$250)~~ \$350.00 per ~~twenty four (24)~~ month period per covered person when prescribed by a physician or optometrist.

##### 19.4 Dental Plan

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

###### (a) Plan A – 100% coverage

- (1) Dental recall exams (polishing, application of fluoride and recall) will be limited to once every nine (9) months except dependent children (up to age nineteen [19]) and those with dental problems as approved by the plan.

###### (b) Plan B – 50% Effective January 1, 2014, Plan B will increase to 60% coverage

###### (c) Plan C – 50% coverage

An employee is eligible for orthodontic services under Plan C after the equivalent of six (6) months participation in the plan. Orthodontic services are subject to a lifetime maximum payment of two thousand dollars (\$2,000) per patient.

#### ARTICLE 18 - CONTRACTING OUT

(a) The Employer agrees not to contract out any work presently performed by employees covered in this Agreement which would result in the laying off of such employees, **including a reduction in assigned workload**, or the failure to recall employees which are qualified in performing the work to be contracted out.

~~(b) In addition to, and without limiting any provision in a local collective agreement, an institution covered by this Agreement will not contract out any work presently performed by the employees covered by a collective agreement which would result in the layoff of such employees, including a reduction in assigned workload.~~

(e) (b) The Employer agrees to provide, upon request of the Union, copies of all purchase service agreements to the bargaining unit President/Chairperson and to discuss the contracts that are of concern to the Union. The parties recognize the obligations of the Employer under Freedom of Information and Protection of Privacy legislation and agree to maintain confidentiality of all private information in these contracts.

#### DEFINITIONS

For the purpose of this Agreement:

8. "Employee" means a member of the bargaining unit and includes:

(a) "Regular Employee" - means an employee who is employed for work which is of a continuous full-time or continuous part-time nature.

(b) "Temporary Employee" - meaning an employee who is employed subject to the provisions of Article 26.1 herein.

(c) "Seasonal Employee" - meaning an employee who is employed for a school season which typically starts between mid-August, but no later than September 1<sup>st</sup>, and lasts no longer than June 30<sup>th</sup> and who is subject to the provisions of Article 26.2 herein.

"Employee" does not include:

- (1) persons excluded by the Industrial Relations Act.
- (2) incumbents of managerial or confidential positions mutually excluded by the parties to this Agreement.

~~22. "Seasonal Employees" are employees who are employed for a specific season.~~

**ARTICLE 26 – TEMPORARY AND SEASONAL EMPLOYEES****26.1 Temporary Employees**

(a) An employee will be considered to be temporary if he/she is employed to work for a duration of less than ~~one thousand five hundred twenty two point five (1522.5)~~ hours.

(b) A temporary employee will receive a temporary appointment clearly stating his/her expected term of appointment and classification. Such term not to exceed ~~one thousand five hundred twenty two point five (1522.5)~~ hours.

(c) If any temporary employee is employed longer than ~~one thousand five hundred twenty two point five (1522.5)~~ hours in a two year period he/she will automatically be considered to be a regular employee with ~~ten (10)~~ months regular service seniority. Each temporary job is subject to the standard probation period as defined elsewhere in this Agreement.

(d) Temporary employees will not have the benefit of the regular employee layoff provisions of the Collective Agreement. These employees would cease employment at the end of their fixed term of employment.

(e) After working an accumulated number of hours equivalent to the probation period, temporary employees shall have such hours of service, from the first date of their employment, recognized for the purposes of applying as an internal applicant for a position. In the event the selection process requires a tiebreaker, the hours of service shall be the determining factor.

(f) Temporary employees will not accumulate regular service seniority except as noted in (c) above. However, a temporary employee will accumulate temporary seniority only after having completed a qualifying period of ~~thirty (30)~~ working days of temporary employment within any two ~~(2)~~ year period. Such temporary seniority will lapse if the employee was unavailable for or declined any two separate offers of temporary work on two separate days, or if he/she received no offers of work within a one ~~(1)~~ year period. Temporary employees who have completed the qualifying period will be subject to recall to temporary work based upon their temporary seniority and qualifications for the work, by geographic location.

(g) A temporary employee will lose temporary seniority if he/she:

- (1) is terminated for just cause, or
- (2) abandons his/her position.

~~(e)~~(h) Notwithstanding Article 26(f) above, regular employees who are on layoff pursuant to Article 28 shall be given priority in order of their service seniority in recall to temporary employment. Time spent in temporary employment shall count as temporary employee seniority and shall not accrue to service-seniority pursuant to Article 25.

~~(h)~~(i) Except as otherwise noted in this article, the provisions of Articles 11, 12, 13, 14, 15, 19, 25 and 28 of this Agreement do not apply to temporary employees. The provisions of other articles of this Agreement apply to temporary employees, except as otherwise indicated. Temporary employees shall be entitled to bereavement leave, however, such leave shall be without pay.

~~(i)~~(j) Temporary employees are not entitled to accumulate vacation credits or sick leave credits but will be paid the equivalent of six percent ~~(6%)~~ of their earnings in lieu of vacation credits.

~~(j)~~(k) Temporary employees shall receive compensation of ~~fifty cents (50¢)~~ per hour worked in lieu of health and welfare benefits.

~~(k)~~(l)(1) Temporary employees who work the day before and the day after a paid holiday, or who have worked ~~fifteen (15)~~ of the previous ~~thirty (30)~~ days, shall be compensated for the holiday. This section shall not apply to employees who have been terminated and are not on layoff status.

(2) A temporary employee who is qualified in (1) to receive compensation for the holiday and who is required to work on that day shall be compensated at the same rate as regular employees in the same situation, as outlined in Article 10 of this Agreement.

~~(l)~~(m) Court actions arising from employment which requires a temporary employee's attendance at court shall be with pay.

## 26.2 Seasonal Employees

(a) Seasonal employees are employed in permanent positions where the incumbent receives annual notice of layoff that contains an anticipated recall date.

(b) Seasonal employees accrue vacation and generally, will not be permitted to take vacation during the school year. Seasonal employees have the option of taking their vacation as a lump sum payment at the end of the season or in time as regular scheduled vacation after their layoff date.

(c) Seasonal employees receive health and welfare benefits throughout the year including during their layoff period.

## ARTICLE 27.1

### 27.1 Postings

(a) All regular vacancies and all temporary vacancies of 30 calendar days or longer for bargaining unit positions to be filled shall be posted within ~~thirty (30)~~ calendar days. Such postings shall be throughout the College as deemed necessary by the College Board. The Joint Committee may recommend to the College Board the appropriate area of competition for each classification or group of classifications.

(b) (1) A person who occupies a part-time regular position where the hours are increased permanently shall be offered the increased hours up to a maximum of full-time. In the event the additional hours are not accepted, those additional hours shall be posted pursuant to (a) above.

(2) A person who occupies a part-time regular position where the hours are increased on a temporary basis for less than ~~ninety (90)~~ calendar days shall be offered the increased hours up to a maximum of full-time. In the event the additional hours are not accepted, those additional hours shall be offered to qualified employees in order of seniority within the campus or learning centre.

(c) A temporary position which becomes regular, ~~or a temporary position of thirty (30) calendar days or more~~, shall be posted pursuant to Article 27.1(a). ~~This clause shall not apply if an incumbent has successfully competed for an identical position in the preceding twelve (12) months.~~

(d) ~~This~~ The notice of postings shall contain the following information:



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

(e) Notices shall be posted on the appropriate bulletin board at least seven (7) working days prior to the closing date of the competition, except as recommended by the Joint Committee referred to in Section (a) above and except as provided for in Article 30.4 of this Agreement.

(f) In order that all employees have an equal opportunity to apply on vacant or new bargaining unit positions, employees shall be allowed to submit a "Letter of Preference" indicating which position/classification they wish to apply on. Letters of Preference shall remain valid for three (3) months.

## ARTICLE 28 - LAYOFF AND RECALL

### ~~28.7~~ Layoff and Recall

~~In the event of a layoff, the following shall apply to regular employees with less than five (5) years service:~~

~~(a) Layoff - Less than five (5) years service seniority~~

~~(1) Layoff of regular employees with less than five (5) years service seniority, shall be in reverse order of seniority, within a classification, within the College campus geographic location.~~

~~(2) (i) A regular employee designated for layoff who has been promoted may opt to use Article 28.8(c)(2)(i) and (ii) providing the employee exercising such an option has the qualifications to meet the requirements of the job.~~

~~(ii) If there are no vacancies available an employee promoted from another position may opt to displace the employee currently filling the position originally held by the employee designated for layoff, providing the employee exercising such a displacement option has greater seniority and is qualified and able to perform the job after a period of familiarization.~~

~~(iii) The employee displaced pursuant to (ii) shall have the options contained in (i).~~

~~(3) Upon layoff, a regular employee will have the option of going onto the "temporary" recall list for the campus geographic location, pursuant to Article 26(g).~~

~~(4) Notwithstanding (1), (2), and (3) above, regular employees to be retained shall be qualified and able to perform the work which is available after a period of familiarization.~~

~~(b) The College shall notify regular employees, who are to be laid off, twenty (20) workdays prior to the effective date of layoff. If the employee has not had the opportunity to work twenty (20) full days after notice of layoff, he/she shall be paid in lieu of work for that part of the twenty (20) days during which work was not made available.~~

~~(c) An employee shall not accumulate seniority while on layoff.~~

~~(d) Notwithstanding (a)(4) above, a regular employee with service seniority of less than five (5) years and who is laid off, will be placed on a recall list for a period of one (1) year, for the purposes of recall to a regular position within the campus geographic location.~~

~~(e) Recall of regular employees shall be in order of service seniority providing the employee is qualified and able to perform the work which is available after a period of familiarization. An employee who declines an offer pursuant to this paragraph shall be deemed to have declined placement in the College and shall claim severance pay.~~

~~(f) Severance Pay~~

~~(1) An employee may opt for severance pay on the date the layoff was scheduled to occur, in which case he/she shall be deemed to have resigned.~~

~~(2) A regular employee who has elected severance pay pursuant to this article shall be entitled to severance pay pursuant to Article 28.8(h).~~

**28.87 Layoff and Recall ~~With Five (5) or More Years Service Seniority~~**

In the event of a layoff of regular employees ~~with five (5) or more years seniority~~, the following shall apply:

(a) Where the employee's position is relocated, he/she shall be offered the position in the new location. An employee may decline an offer pursuant to this ~~article clause~~.

(b) The Employer shall notify employees ~~who are to be laid off affected by Article 28.8~~ ~~twenty (20) days prior to the effective date of layoff. If the employee has not had the opportunity to work 20 full days after notice of layoff, he/she shall be paid in lieu of work for that part of the 20 days during which work was not made available.~~

(c) An affected employee subject to layoff shall have the right to fill vacancies and to displace employees in the following manner and sequence:

(1) The employee to be laid off shall be the employee with the least service seniority in the same campus geographic location.

(2) The employee shall be placed on the basis of seniority into a vacancy in accordance with (i) through (vi) below:-

	<u>Fill Vacancy</u>	<u>Classification</u>	<u>Geographic Location</u>
(i)	Vacancy	Same	Same
(ii)	Vacancy	+Comparable	Same
(iii)	Vacancy	Other	Same
(iv)	Vacancy	Same	Other
(v)	Vacancy	+Comparable	Other
(vi)	Vacancy	Other	Other

(3) An employee subject to layoff who has not been placed into a vacancy in accordance with (2) above, shall have the right to displace junior employees. The Employer will identify the least senior employee pursuant to subsections (i) to (vi) below, and the identified position will be offered to the employee in accordance with, and in sequence of (i) through (vi) below:-

	<u>Displace Junior Employee</u>	<u>Classification</u>	<u>Geographic Location</u>
(i)	Displace	Same	Same

(ii)	Displace	+Comparable	Same
(iii)	Displace	Other	Same
(iv)	Displace	Same	Other
(v)	Displace	+Comparable	Other
(vi)	Displace	Other	Other

~~(4)~~ For purposes of this article, an employee may only displace a junior employee with less than five ~~(5)~~ years seniority.

~~(5)~~(4) "Comparable" includes a job with a salary range of minus (-) ~~fifteen percent (15%)~~ or plus (+) ~~ten percent (10%)~~ of the employee's original classification.

~~(6)~~(5) The displacement option pursuant to Article 28.87(c)(3) shall be voluntary.

~~(7)~~(6) Notwithstanding (2) and (3) above, an **effected employee subject to layoff** may choose the options available to employees with less than five ~~(5)~~ years seniority as outlined in Article 28.7, rather than the options available to an employee with greater than five ~~(5)~~ years seniority, to go on the temporary employee recall list for the campus geographic location, pursuant to Clause 26.1(h).

~~(8)~~(7) In the event that an employee is not placed pursuant to any of the above options he/she shall claim ~~(7)~~ above or severance pay.

(d) *Job Offers pursuant to (c) above:*

(1) If an employee refuses one ~~(1)~~ job offer in the same geographic location, and with a salary or maximum step pay range comparable to his/her existing position, he/she shall claim severance pay as outlined in ~~Article~~ Clause 28.87(h). For the purposes of this ~~article~~ clause, comparable means the same or ~~ten percent (10%)~~ higher salary than his/her present position.

(2) If an employee refuses a maximum of two ~~(2)~~ job offers in the same geographic location wherein the salary or maximum step in the range is not more than ~~fifteen percent (15%)~~ less than his/her present position he/she shall claim severance pay as outlined in ~~Article~~ Clause 28.87(h).

(3) Where an employee is offered a position(s) pursuant to Article 28.27(c)(2)(iii) to (vi), such employee may decline the offer(s) and proceed to Article 28.87(c)(3), unless a vacancy exists in the comparable subsection in Article 28.87(c)(2) (Same location where applicable).

~~(3)~~(4) An employee who fails to elect severance pay in (1) and (2) above shall be paid severance pay as outlined in Article 28.87(h).

(e) In all cases, the regular employee must possess the qualifications, as determined by the Joint Committee, to perform the work available.

(f) *Retraining and Adjustment Period*

Employees who assume a new position pursuant to this article will receive job orientation, including, where deemed appropriate by the Joint Committee current in-service training, and shall be allowed a reasonable time to familiarize himself/herself with his/her new duties.

Probation shall be waived if the employee is transferred to a similar position which has related duties.

(g) *Pay Out of Sick Leave*

When an employee age ~~fifty five (55)~~ or older opts for severance pay he/she will also qualify in accordance with Article 12.6(a), for an amount equal to ~~fifty percent (50%)~~ of accumulated sick leave credits on the date of severance.

(h) *Severance Pay*

Within ~~thirty (30)~~ days of receipt of notice of layoff, or of refusing job offers in accordance with Article 28.87(d), a regular employee will be entitled to severance pay based upon years of service as follows:

Two <del>(2)</del> years' service but less than three <del>(3)</del> years' service.....	Six <del>(6)</del> weeks' pay
Three <del>(3)</del> years' service but less than four <del>(4)</del> years' service.....	Eight <del>(8)</del> weeks' pay
Four <del>(4)</del> years' service but less than five <del>(5)</del> years' service.....	Ten <del>(10)</del> weeks' pay
Five <del>(5)</del> years' service but less than six <del>(6)</del> years' service .....	Twelve <del>(12)</del> weeks' pay
Six <del>(6)</del> years' service but less than seven <del>(7)</del> years' service.....	Sixteen <del>(16)</del> weeks' pay
Seven <del>(7)</del> years' service but less than eight <del>(8)</del> years' service.....	Eighteen <del>(18)</del> weeks' pay
Eight <del>(8)</del> years' service but less than nine <del>(9)</del> years' service.....	Twenty <del>(20)</del> weeks' pay
Nine <del>(9)</del> years' service but less than ten <del>(10)</del> years' service.....	Twenty two <del>(22)</del> weeks' pay
Ten <del>10</del> years' service and over.....	24 weeks' pay

Severance pay will be paid out in a lump sum.

If transferred to another campus and the employee chooses not to relocate his/her residence, he/she may opt to have the money that would have been used for relocation to be applied to a mileage allowance as outlined in Article 21.8 of the Collective Agreement.

This does not preclude the employee from cancelling the above-mentioned arrangement at a later date and using whatever amount of money that is left for the purpose of relocating to his/her new position.

~~(i) All individuals listed below shall receive severance pay as per present Article 28.1(a). In addition, those individuals listed shall receive the equivalent number of weeks in notice.~~

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

~~SUPPORT — Prior to April, 1976:~~

~~GERWIEN, Lyle — 72-12-18~~

(i) *Recall*

Recall of regular employees shall be in order of service seniority providing the employee is qualified and able to perform the work which is available after a period of familiarization. An employee who declines an offer pursuant to this paragraph shall be deemed to have declined placement in the College and shall claim severance pay.

Employees shall be placed on a recall list for a period of one year, for the purpose of recall to a regular position within the campus geographic location.

(j) *Seniority*

An employee shall not accumulate seniority while on layoff.

Letter of Understanding # X

Between

Northern Lights College – Support

And

BC Government and Service Employees' Union

Re Modified Work Week

(a) The parties agree to form a committee by no later than February 28, 2013 to deal with the implementation of a modified work week program.

(b) The committee will have two representative from the Employer and two representatives from the Bargaining Unit plus a Union Staff Representative and Management Representative when requested.

(c) The mandate of the committee shall include, but shall not be limited to:

- developing the operating guidelines, application process and criteria for consideration for participation in a modified work week;
- the modified work week shall be at no cost to the employer and will not result in a reduction in workload;
- communicating the modified work week program and trial period to all eligible employees;
- assessing and approving or rejecting applications (with explanation);
- developing and providing an internal complaint/appeal process for applicants and/or supervisors;
- assessing the operation of the program and providing a written recommendation to continue, modify or discontinue the program within one month after one year of operation of the program.

(d) The committee will make recommendations to their principals regarding the above. Any recommendations to be adopted by the parties are subject to ratification by the parties' principals.

Letter of Understanding No. X

BETWEEN

Northern Lights College

And

BC Government and Service Employees Union

RE: Article 21.2 Paydays and Article 4 Check Off of Union Days

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

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

The Union and Employer agree to withdraw the previously signed and agreed to language for the following Articles and agree that the current language of the 2006-2010 collective agreement remains in effect:

- Article 14.11 Maximum Leave Entitlement at 12 days: signed and dated Sept. 7, 2011
- Article 19.3f Extended Health Care - Vision Care at \$400: signed and dated Sept. 7, 2011
- Article 21.9 Meal Allowance: signed and dated Sept 2011
- Article 21.20 Telephone Allowance: signed and dated Sept. 7, 2011
- Article 21.23 Trades Certificate: signed and dated Sept. 7, 2011

Agreed:

BCGEU and Northern Lights College (Local 0710 Support) (06/2010) EMPLOYER PROPOSALS

**2.3 Correspondence**

The Employer agrees that all correspondence between the Employer and the Union related to matters covered in this Agreement shall be sent to the President of the Union or his/her designate.

The Employer agrees that a copy of any correspondence ~~beyond ordinary day business~~ between the Employer or designate and any employee in the bargaining unit covered by this Agreement pertaining to the interpretation or application of any article in this Agreement shall be forwarded to the President of the Union or his/her designate.

Where the terms of the Agreement call for correspondence to be forwarded by registered mail, in the event of a strike, lockout, or other work stoppage in the Canada Post Office, within British Columbia, this provision shall not apply and the parties shall use a mutually agreeable alternative, such as facsimile transmission or electronic mail (email).

Agreed to:

Small  
Signed by the Union

Bond  
Signed by the Employer

Dated: Sept 7, 2011

\* *Attd. Ronald*



*EMPLOYER*

BCGEU and Northern Lights College (Local 0710 Support) (06/2010)

UNION PROPOSALS

*EMPLOYER*

AMEND

F Article 2.10 Time Off for Union Business

(c) Union Representatives:

The Employer recognizes, that due to the geographic remoteness of some of the areas served by the College, it may be difficult for the President of the Union or his/her paid Union representative to meet with employees outside normal working hours. It is understood that the aforesaid areas are those areas where an isolation allowance is paid. In such areas, the President of the Union or his/her designate shall submit a request in writing to the *appropriate Administrator* to meet with employees during working hours in their normal place of work. Subject to operational requirements, the Employer shall grant permission for such a meeting, the duration of the length of the meeting to be by mutual agreement between the *appropriate Administrator* or ~~appropriate Administrator~~ and the union representative. Attendance at such meetings shall be considered time worked. The Employer may, upon written request from the President of the Union, or his/her designate, allow reasonable time for a designated representative of the Union on the agenda of any course, training session or seminar sponsored by the Employer for its employees. Such permission will not be unreasonably withheld.

*For Q*

To facilitate the administration of this section when leave without pay is granted, the leave shall be given with basic pay and the Union shall reimburse the Employer for salary and benefit costs, including travel time incurred. Leave of absence granted under this article shall include sufficient travel time. The Union shall provide the Employer with reasonable notice prior to the commencement of leave under this article. It is understood that employees granted leave of absence pursuant to this article shall receive their current rates of pay while on leave of absence with pay. The Employer agrees that any of the above leaves of absence shall not be unreasonably withheld.

Agreed to:

*R. Mall*  
\_\_\_\_\_  
Signed by the Union

*[Signature]*  
\_\_\_\_\_  
Signed by the Employer

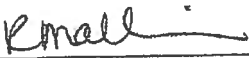
Dated: *Sept 7/2011*




**ARTICLE 4 - CHECK-OFF OF UNION DUES**

- (a) The Employer shall, as a condition of employment, deduct from the monthly wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular monthly dues payable to the Union by a member of the Union.
- (b) The Employer shall deduct from any employee who is a member of the Union any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union.
- (c) Deductions shall ~~be made semi monthly coincide with pay days pursuant to article 2.1.2~~ and membership dues or payments in lieu thereof shall be considered as owing in the month for which they are so deducted.

Agreed to:

  
Signed by the Union

  
Signed by the Employer

Dated: Sept 07 2011

**ARTICLE 5 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES .**

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

Where operational requirements permit, the Employer agrees that a union steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for fifteen (15) minutes sometime during the first (1st) thirty (30) days of employment for the purpose of acquainting the new employee with the benefits and duties of union membership and the employee's responsibilities and obligations to the Employer and the Union.

~~Union and Employer shall cooperate to accomplish the Steward Management and Committee~~ X

X NOT AN Amendment TO THE COLLECTIVE AGREEMENT, AN  
UNDERSTANDING AT THE TABLE.  
Tom KM

Agreed to:

Emall  
Signed by the Union

[Signature]  
Signed by the Employer

Dated: Sept 7/2011

**10.5 Recording of Overtime**

(a) Employees shall record starting and finishing times for overtime worked in a form determined by the Employer.

(b) The parties hereto agree that overtime records shall be kept at ~~the local work area~~ ~~and that designated~~

~~stewards for the local work area shall upon reasonable notice be given access to the overtime records.~~  
Such records shall be retained for a minimum of two (2) years. ~~Upon reasonable notice, the employer~~  
~~agrees to provide the Steward Access to the Overtime records. Notification shall be given to employees~~  
~~as affected.~~

Agreed to:

pmall  
Signed by the Union

[Signature]  
Signed by the Employer

Dated: Sept 7/2011

Aug 25/11 proposed new wording (3:20)

**11.3 Holiday Falling on a Scheduled Workday**

(a) An employee who works on a designated holiday which is a scheduled workday shall be compensated at the rate of double-time (2x) for hours worked, plus a day off in lieu of the holiday; except for Christmas and New Year's when the compensation shall be at the rate of double-time (2x) and one-half (2½x) for hours worked, plus a day off in lieu of the holiday. The scheduling of the lieu day shall be by mutual agreement.

(b) Pursuant to Articles 11.3 and (a) above, days off in lieu of paid holidays shall be scheduled by mutual agreement and taken within sixty (60) days following the paid holiday. If the lieu day is not taken within the sixty (60) days, it shall be immediately scheduled on the vacation roster or before December 31st of each year.

This article does not apply where the days in lieu of paid holidays are built into the shift pattern.

**AS AMENDED**

**11.3 Holiday Falling on a Scheduled Workday**

(a) An employee who works on a designated holiday which is a scheduled workday shall be compensated at the rate of double-time (2x) for hours worked, plus a day off in lieu of the holiday; except for Christmas and New Year's when the compensation shall be at the rate of double-time (2x) and one-half (2½x) for hours worked, plus a day off in lieu of the holiday. The scheduling of the lieu day shall be by mutual agreement.

(b) Pursuant to (a) above, days off in lieu of paid holidays shall be scheduled within sixty-days (60) following the paid holiday by mutual agreement and be taken within one calendar year following the paid holiday.

If the lieu day is not scheduled or taken pursuant to this article, it shall be paid out on the next pay day. This article does not apply where the days in lieu of paid holidays are built into the shift pattern.

from the day

Accepted Aug 25/11  
3:23

R. M. [Signature]

[Signature]

For the Union  
Sept 7/2011

FOR THE EMPLOYER

BCGEU and Northern Lights College - Support (\*\*/\*\*\*\*)

AGREED

ARTICLE 12 - ANNUAL VACATIONS

12.6 Pre-Retirement Leave

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

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

Agreed to:

  
 Signed by the Union

  
 Signed by the Employer

Dated: Dec 10, 2012

BCGEU and Northern Lights College - Support (\*\*/\*\*\*\*)

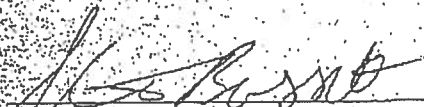
AGREED

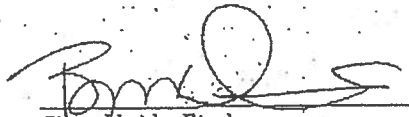
ARTICLE 12 - ANNUAL VACATIONS

12.9 Vacation Leave on Retirement

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

Agreed to:

  
Signed by the Union

  
Signed by the Employer

Dated: Dec 10, 2012

**12.10 Vacation Credits Upon Death**

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

Agreed to:

Small  
Signed by the Union

[Signature]  
Signed by the Employer

Dated: Sept 7/2011

AMEND

Article 14.6 – Continuing Professional Development for Support Staff

- (2) (c) (3) Applications for educational leave for periods of four (4) months or longer must be submitted to the ~~Appropriate administrator~~ or designate six (6) months prior to the beginning of the requested leave period.
- (5) After consideration by the ~~Appropriate administrator~~ ~~Principal or his/her designate~~, all applications for educational leave of four (4) months or longer shall be forwarded to the Joint Committee for review, together with the decision of the ~~Appropriate administrator~~ or his/her designate, no later than two (2) months from the date of submission. If the Joint Committee decides that the ~~Appropriate administrator~~ or his/her designate acted on an application for educational leave in a manner which may be in conflict with the established criteria, it may request that the decision be reconsidered. The employee shall be informed of the decision no later than three (3) months from the date of submission. If an application for leave is denied, the employee shall be given the reasons in writing by the Employer. If an employee wishes to grieve the decision, the grievance shall commence at Step 3 of the grievance procedure.

Agreed to:

email  
Signed by the Union

Paul O.  
Signed by the Employer

Dated: Sept 7/2011



BCGEU and Northern Lights College (Local 0710 Support) (06/2010) EMPLOYER PROPOSALS

14.8 General Leave

Notwithstanding any provision for leave in this Agreement, the Employer may grant leave of absence without pay to an employee requesting such leave for emergency or unusual circumstances. Such request to be in writing and approved by the Employer. Approval shall not be withheld unjustly.

~~Not to be used for administrative purposes~~

\* NOT AN AMENDMENT TO THE COLLECTIVE AGREEMENT,  
Bill RM

Agreed to:

Bill RM  
Signed by the Union

[Signature]  
Signed by the Employer

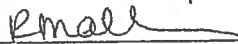
Dated: Sept 7/2010

Amend

Article 15.2 – Parental Leave/Adoption Leave

- (g) Where both parents are employees of the Employer, the employees shall determine the apportionment of parental leave between them and shall work with their respective Administrator ~~Program director(s)~~ to accommodate the leave request(s).

Agreed to:

  
\_\_\_\_\_  
Signed by the Union.

  
\_\_\_\_\_  
Signed by the Employer

Dated: Sept 7/2011

**ARTICLE 16 - OCCUPATIONAL HEALTH AND SAFETY**

**16.2 Safety Committee**

The Employer and the Union agree to establish formal **Joint** Occupational Health and Safety Committees in accordance with the *Workers Compensation Act* and the Occupational Health and Safety Regulations. Worker representatives will be appointed by the Union. These committees will meet monthly during regular working hours to make recommendations on unsafe, hazardous, or dangerous conditions, with the aim of preventing and reducing risk of occupational injury and illness. Copies of the minutes shall be sent to the Union, and posted on all bulletin boards. Committee members shall continue to receive the rate of pay they would have been receiving had they not been attending such meetings.

Agreed to:

  
Signed by the Union

  
Signed by the Employer

Date: Dec 10, 2012

19.3 Extended Health Care Plan

- (a) The Employer shall pay the monthly premium for regular employees entitled to coverage under a mutually acceptable extended health care plan.
- (b) Benefit Entitlement for Part-time Regular Employees – Part-time employees with regular appointments of at least seventeen point five (17.5) hours per week (thirty-five [35] hours biweekly) will be entitled to group life insurance, extended health, dental and medical benefits.
- (c) Total lifetime coverage level will be unlimited.
- (d) Hearing Aid benefit claims will be to a maximum of six hundred dollars (\$600) every five (5) years.
- (e) ~~Effective April 1, 2005, employees shall be reimbursed a total of seventy five dollars (\$75) every two (2) years for vision exams.~~
- (f) The Employer will pay one hundred percent (100%) of the premium for a vision care benefit that will reimburse the actual purchase cost of corrective lenses or frames up to a maximum of two hundred and fifty dollars (\$250) per twenty-four (24) month period per covered person when prescribed by a physician or optometrist.

~~Repealed in 2011/07/04 agreement. See Schedule Plan BA 2.5~~

*Fuller*

Agreed to:

*Small*  
Signed by the Union

*Bob O'S*  
Signed by the Employer

Dated: *Sept 7/11*

BCGEU and Northern Lights College (Local 0710 Support) (06/2010) EMPLOYER PROPOSALS

19.10 Alcohol and Drug Abuse Program

~~Joint Committee shall make recommendations to the Principals to this Agreement regarding the establishment of a preventative and treatment program on health services.~~

Agreed to:

kmall

Signed by the Union

Ron [Signature]

Signed by the Employer

Dated: Sept 7/2011

**20.1 Protective Clothing**

The Employer shall provide, upon presentation of receipts, an annual allowance of up to two hundred fifty dollars (\$250), for protective clothing required for use in designated positions.

(a) This shall normally include smocks, laboratory coats, or coveralls where the employee's clothes may be soiled due to the work situation, and/or where work is to be performed outdoors in inclement weather, shall include the necessary rain wear, parkas, gloves, or footwear.

(b) Designated positions shall include: farm worker, facilities worker, mechanical services worker, tool crib attendants, daycare supervisor and daycare worker.

~~Non-Canon Article 20.1 and 20.2 are for clothing you are required to wear in your position with Northern Lights College~~

Agreed to:

Small  
Signed by the Union

[Signature]  
Signed by the Employer

Dated: Sept 7/2011

**21.7 Reclassification of Position**

(a) An employee shall not have his/her salary reduced by reason of a change in the classification of his/her position that is caused other than by the employee.

(b) Any employee ~~whose salary has been protected by a provision of any component agreement at any time before July 31, 1977, or whose salary has been protected by any agreement between the Employer and the Union since July 31, 1977,~~ or whose position classification is changed to one with a lower maximum salary through no fault of his/her own, shall receive fifty percent (50%) of the negotiated salary increase applicable to the employee's new classification. Such employee shall receive the full negotiated salary increase when the maximum salary of his/her classification equals or exceeds the salary which he/she is receiving.

Agreed to:

K. Mall  
Signed by the Union

[Signature]  
Signed by the Employer

Dated: Sept 7/2011

BCGEU and Northern Lights College (Local 0710 Support) (06/2010) EMPLOYER PROPOSALS

**21.19 Salary Rate Upon Employment**

The hiring rate of pay for a new employee shall not be higher than the rate of pay for an existing employee in the same classification ~~with similar work experience, training and education.~~

Agreed to:

Small  
Signed by the Union

[Signature]  
Signed by the Employer

Dated: Sept 9/2011



BCGEU and Northern Lights College (Local 0710 Support) (06/2010) EMPLOYER PROPOSALS

12.1 Child Care Facilities

~~The Employer and the Union agree that the Joint Committee shall investigate the availability and/or establishment of facilities and equipment for child care centres for children of employees covered by this Agreement, by December 2005.~~

Agreed to:

R. Mall  
Signed by the Union

[Signature]  
Signed by the Employer

Dated: Sept 7/2011

**22.8 Transfer of Employees Out of the College Bargaining Units**

When the parties are made aware that employees will be transferred out of the college bargaining units to a corporation, board, agency or commission, the Joint Committee shall immediately be established ~~convened~~. The Committee shall be established ~~convened~~ to facilitate the orderly transfer of employees.

This article does not cover secondment of employees.

Agreed to:

pmall  
Signed by the Union

[Signature]  
Signed by the Employer

Dated: Sept 7/2011

**22.14 Employee Fitness and Ergonomics**

The Employer and the Union agree to work towards creating a better working environment for all members of the bargaining unit. The parties therefore agree that the Joint Committee shall make recommendations with reference to the working environment and shall investigate the feasibility of establishing a fitness program for employees of the College. The Joint Committee may also identify possible areas for the purpose of establishing pilot projects for ergonomically designed workplaces.

*Revised. PARTIES AGREE TO ESTABLISH A COMMITTEE + MEET  
KIM TO IMPLEMENT THIS LANGUAGE.*

Agreed to:

*B. Mall*  
\_\_\_\_\_  
Signed by the Union

*B. Mall*  
\_\_\_\_\_  
Signed by the Employer

Dated: Sept 7/2011

AMEND

Article 24.1 - Preamble

The Employer and the Union recognize the need to maintain the principles of Pay Equity to evaluate jobs in the bargaining unit. The parties also agree to apply the BCGEU Gender Neutral Job Evaluation Plan in accordance with those principles to all bargaining unit positions using the factors and degrees in the Plan.

*Joint Job Evaluation Plan Manual will be available electronically for all staff.*

Agreed to:

Sept Small  
Signed by the Union

Bill  
Signed by the Employer

Dated: Sept 7/2011

BCGEU and Northern Lights College (Local 0710 Support) (06/2010) EMPLOYER PROPOSALS

**25.1 Seniority Defined**

For the purpose of this Agreement:

(a) "Service Seniority" shall mean the length of continuous service as a regular employee of the College. Regular employees in the former B.C. Vocational School in Dawson Creek as of March 31, 1976, who have continued with the college shall be credited with service seniority equivalent to their length of continuous service as a permanent employee or their length of service as a continuous temporary employee with the Employer prior to that date.

Agreed to:

Rmall  
Signed by the Union

[Signature]  
Signed by the Employer

Dated: Sept 7/2011

25.3 Loss of Seniority

A regular employee on leave of absence without pay, other than leave of absence for an elected or appointed position of the Union, shall not accrue seniority for any leave taken after the first (1st) thirty (30) calendar days.

A regular employee who is on leave of absence without pay in an elected or appointed position of the Union, shall continue to accrue seniority without benefits during the leave period, provided that upon returning, the employee shall accept the first available position in his/her original classification at the work location nearest his/her residence.

~~A regular employee on leave to take a temporary appointment outside the support bargaining unit and within the facility for a period of less than six (6) months shall retain and accrue seniority.~~

An employee on a claim recognized by WCB ~~Worksafe BC~~ shall be credited with service seniority equivalent to what

he/she would have earned had he/she not been absent and had been able to work.

An employee shall lose his/her seniority as a regular employee in the event that:

- (a) He/she is discharged for just cause;
- (b) Subject to Article 25.4, he/she voluntarily terminates his/her employment or abandons his/her position;
- (c) He/she is on layoff for more than one (1) year;
- (d) ~~He/she takes a temporary appointment outside the support staff bargaining unit, but within the College for a period of less than six (6) months.~~

(1) ~~Notwithstanding the above, if he/she takes a temporary appointment for over six (6) months they shall retain, but not accrue seniority during the time spent on the temporary appointment for up to twelve (12) months.~~

(e) He/she is employed on a temporary appointment and declines three (3) separate offers to temporary work on three (3) separate occasions in a six (6) month period.

The refusal of work for the following reasons shall

Agreed to:

Small  
Signed by the Union

[Signature]  
Signed by the Employer

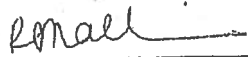
Dated: Sept 7/2011

AMEND

Article 29.7 – Personnel File

- (a) An employee shall be permitted to review his/her personnel file in the presence of the Human Resources Director ~~Personnel Secretary~~ or his/her designate, upon written request, with two (2) working days notice.
- (b) In order to facilitate the investigation of a grievance or appeal, an employee shall be entitled upon reasonable notice to review his/her personnel file. The employee may authorize, in writing, the President of the Union or his/her designate to review the file on his/her behalf. The Union shall give reasonable written notice of its intention to review the file in question.
- (c) Such files shall include both paper and electronic files where applicable.

Agreed to:

  
\_\_\_\_\_  
Signed by the Union

  
\_\_\_\_\_  
Signed by the Employer

Dated: Sept 7/2011

**29.9 Rejection During Probation**

The College President may reject any probationary employee for just cause. A rejection during probation shall not be considered a dismissal for the purpose of Article 29.4 of this Agreement. The test of just cause for rejection shall be a test of suitability of the probationary employee for continued employment in the position to which he/she has been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance.

Where an employee feels he/she has been aggrieved by the decision of the Employer to reject the employee during the probationary period, he/she may grieve the decision at Step 3 of the grievance procedure as outlined in Article 31.7 of this Agreement within ten (10) working days of the date on which the rejection occurred or within ten (10) working days of the employee receiving notice of rejection.

\*\* move to Article 8.10 Probation \*\*

Agreed to:

Small  
Signed by the Union

Tom  
Signed by the Employer

Dated: Sept 7/2011



AMEND

Article 29.10 – Abandonment of Position

An employee who fails to report for duty for four ~~(4)~~ three (3) consecutive working days without informing the Employer of the reason for his/her absence will be presumed to have abandoned his/her position. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not informing the Employer.

Agreed to:

Rmall  
Signed by the Union

Born  
Signed by the Employer

Dated: Sept 7/2011

BCGEU and Northern Lights College (Local 0710 Support) (06/2010) EMPLOYER PROPOSALS

Appendix 2

~~Move to back of Collective Agreement after the signature page and use different colored paper~~

Agreed to:

R. Mall  
Signed by the Union

Tom L.  
Signed by the Employer

Dated: Sept 7/2011

BCGEU Local 0710 and Northern Lights College, 2012

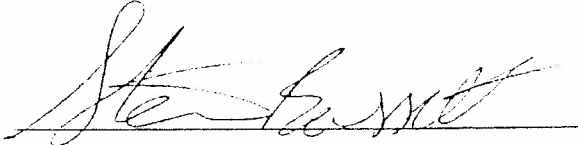
Employer Proposal

Tabled on \_\_\_\_\_  
Time \_\_\_\_\_

APPENDIX 2A – MISSION STATEMENT (DELETE)

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

AGREED TO:



*Signed by the Union*



*Signed by the Employer*

Dated: Dec 10, 2012

Appendix 7

As amended

~~As amended at time of printing~~

*ELECTRONIC  
WILL BE THERE*

Agreed to:

*R. Mall*

Signed by the Union

*Tom O*

Signed by the Employer

Dated: Sept 7/2011

**APPENDIX 7 - CLASSIFICATION SCHEDULE**

*Current at time of Printing*

<b>Classification</b>	<b>Job Title</b>	<b>Location</b>
4	Invigilator	DC/FSJ
	Janitor	DC/FSJ
5	Cafeteria Cashier	FSJ
	Food Services Assistant	FSJ
	Student Records File Clerk	RO
6	Helpdesk Technician	RO
	Reception/Switchboard	FSJ
	Registrar Office Support Clerk	RO
	Studio Assistant	DC
7	Bookstore Retail	CH/DL/FN/FSJ
	Day Care Aide	FSJ
	Facilities Assistant	FSJ
	Food Services Assist/Bookstore Clerk	DC
8	Accounts Payable/Financial Services Clerk	Regional
	ACHOTE Program Assistant	FSJ
	Cafeteria Cook	FSJ
	Campus Clerk	CH/DL/FN/FSJ/TR
	Campus Services Clerk	DC/FSJ
	Campus Security/Maintenance	DC/FSJ
	Convocation Clerk	FSJ
	Day Care Assistant	FSJ
	Distance Education Clerk	FSJ
	Lead-Hand Janitor	DC/FSJ
	Library Services Assistant	Various
	Program Support Clerk	Various
	Regional Bookstore Retailer	FSJ
	Regional Reception/Switchboard	DC
	Tool Attendant - AME	DC
Tool Attendant - Trades	FSJ	
Web Content Assistant	RO	
9	Accounts Payable/Financial Services /	Regional
	Northern Lights Foundation Clerk	Regional
	Colleague Processes Assistant	Regional
	Facilities Maintenance Worker	Various
	Maintenance/Janitor	DL, CH
	Secretary to Education Council	RO
Senior Bookstore Retailer/Cafeteria Cashier	DC	

Classification	Job Title	Location
10	Colleague Administrative Assistant	Regional
	Communications Assistant	Regional
	Information Technology Assistant	FSJ
	Learner Services Technician	RO
	Library Technician/Regional	DC
	Payroll Assistant	RO
	Tool Attendant - Welding	DC
11	Day Care Supervisor	FSJ
	Laboratory Assistant - Trades	FSJ
	Regional Facilities Secretary	RO
12	Accounts Receivable and Collections Clerk	Regional
	Financial Aid Officer	Various
	International Ed Program and Student Support	FSJ
	Interpreter	DC
	Student Recruiter	RO
13	Computer Systems Support Analyst	FSJ
	Graphic Design Technician	RO
	Information Technology Assistant	DC
	Student Life and Event Planner	DC
14	Secretary to the Deans	Various
	Regional Financial Services Assistant	
15	Student Recruiter - Lead	RO
16	Computer Systems Support Analyst	Regional
17	Facilities Coordinator	DC/FSJ
	Residence Manager	DC/FSJ
	Senior Information Technologist	DC
	Senior Mechanical Services Worker	DC/FSJ
	Telecommunications/IT Assistant	RO
Code	Ch-Chetwynd	FJ - Fort St John
	DC - Dawson Creek	ST - Stikine
	HH - Hudson's Hope	TR - Tumbler Ridge
	FN - Fort Nelson	RO - Regional Office

• LOU #18 9

Claims Review Committee

→ NOT AGREED SUBJECT TO FURTHER DISCUSSION

# → The current LOU #2 Employee and Family Assistance Program will be deleted.

All remaining LOU's, MOA's & LOA, shall become LOU's and be reordered 1 through 8 inclusive.

\* LOA # 2 FISCAL DIVIDEND WILL BE DELETED

Rmall  
Sept 7/2011

B. Miller  
SEPT 7/11

LETTER OF UNDERSTANDING # ~~18~~ 9

CLAIMS REVIEW COMMITTEE

The parties signatory to this LOU have agreed to import the C.R.C. language from the Faculty Collective Agreement to the Support Staff Collective agreement by way of this LOU effective upon ratification of the Tentative Collective Agreement.

Below is a copy of the above mentioned C.R.C. from the Faculty Collective Agreement.

Claims

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

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

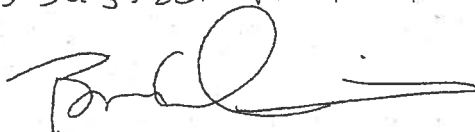
Where an employee has disputed the decision of the Plan carrier and is awaiting the outcome of a review or an appeal, the employee will be considered to be on leave of absence without pay during the portion of the waiting period when he/she is not receiving pay or benefit allowance. During the waiting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

The parties further agree the Claims Review Committee language contained in Appendix 4 Article 1.13 of the current Collective Agreement which became effective on July 1, 2006 shall be suspended as long as this Letter of Understanding remains in effect.

September 7, 2011

Rmall  
Sept 7/2011

AGREED SUBJECT TO APPROVAL BY  
P.S.E.A.

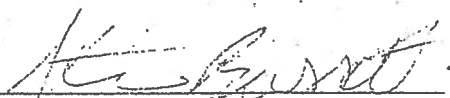





## Housekeeping Changes:

- Add Family Day to Article 11.1;
- Review Agreement for use of Workers' Compensation Board and change to WorkSafe BC, where applicable;
- Re-format all numbering as follows:
  - Numbers one through nine written out;
  - Numbers 10 and above in numerical form;
- Re-name all remaining LOU's, LOA's and MOA's as LOU's and renumber;
- Change all references to the *Human Rights Act* to the *Human Rights Code*;

Agreed to:

  
Signed by the Union

  
Signed by the Employer

Dated: Dec 12, 2012

December 2, 2012

To the Union on December 2, 2012

TIME: 11:06 PM

2010-14 – Support Staff Compensation Template (CTT)

between

POST SECONDARY EMPLOYERS' ASSOCIATION ("PSEA")

("the Employers")

and

BRITISH COLUMBIA GOVERNMENT AND SERVICE EMPLOYEES' UNION ("BCGEU")

and

CANADIAN UNION OF PUBLIC EMPLOYEES ("CUPE")

and

CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES ("COPE")

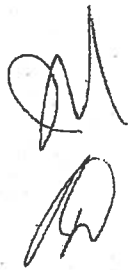
The parties have agreed that the following items will form part of the Memorandum of Settlement between them for the renewal of the local parties' collective agreements that expired in 2010. The parties agree to recommend this template to their respective principals.

All of the terms of the local collective agreements that expired in 2010 continue except as specifically varied below and by the other additions, deletions and/or amendments agreed to during local bargaining.

1. Term of Agreement

The term of the new BCGEU, CUPE, and COPE collective agreements shall be for forty-eight (48) months, effective from July 01, 2010 to June 30, 2014.

In the case of the College of New Caledonia and CUPE Local 4951, the term of the new collective agreement shall be for forty-nine (49) months, effective from June 01, 2010 to June 30, 2014.

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2010-14 – Support Staff Compensation Template Table

The continuation language of each local Agreement's Term of Agreement provision, if any, shall remain as it is in the Agreement currently in force.

**2. Health Welfare Benefits**

Effective February 01, 2013, the Employers agree to amend the applicable local Extended Health Benefit Plan such that reimbursements under the plans will only be issued for prescription drugs that are included under the BC Provincial Pharmacare Formulary.

**3. Wage Increase**

All wage scales for classifications or positions in the BCGEU, CUPE, and COPE collective agreements shall be increased by the following percentages effective on the dates indicated:

- (a) Effective December 01, 2012, all wage scales in the collective agreements which were in effect on November 30, 2012 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (b) Effective March 01, 2013, all wage scales in the collective agreement which were in effect on February 28, 2013 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (c) Effective July 01, 2013, all wages scales in the collective agreements which were in effect on June 30, 2013 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (d) Effective April 01, 2014, all wages scales in the collective agreements which were in effect on March 31, 2014 shall be increased by one percent (1.0%). 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.

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4. New – Letter of Understanding – Post-Secondary Early Intervention Program

Effective the date of ratification of the local parties' Memoranda of Agreement, the Employers and the Unions agree to the Letter of Understanding - Post-Secondary Early Intervention Program which is attached to this Compensation Template as Schedule "1".

5. Housekeeping

Effective the date of ratification, the Employers and the Unions agree to the following housekeeping amendments:

- (a) Delete the Letter of Understanding on the Fiscal Dividend which was agreed to in the 2006 round of bargaining;
- (b) Delete the Letter of Understanding on the Incentive Payment which was agreed to in the 2006 round of bargaining;
- (c) Delete the Letter of Understanding on the Labour Market Adjustment which was agreed to in the 2006 round of bargaining;
- (d) Delete the Letter of Understanding on the Joint Early Intervention Program for Employees on Sick Leave or Disability which was agreed to in the 2006 round of bargaining.

Signed by the Parties at Burnaby, British Columbia, on the December 2, 2012.

For the Employers:

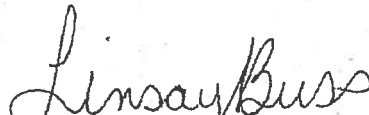


Rob D'Angelo, PSEA, Chair

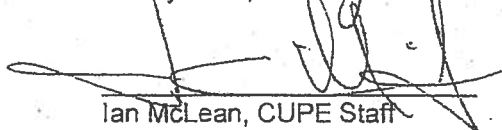


Anita Bleick, PSEA CEO

For the Unions:



Lindsay Buss, BCGEU Staff



Ian McLean, CUPE Staff

**Schedule “1”**

**Letter of Understanding**

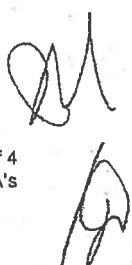
**Post-Secondary Early Intervention Program**

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.

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