

Memorandum of Agreement

Between

Northern Lights College

And

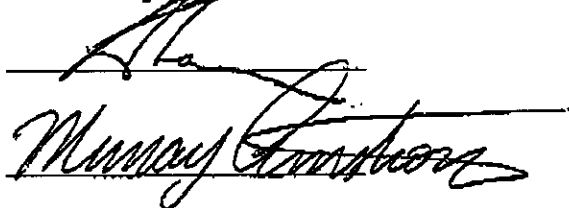
B.C. Government & Service Employees' Union  
Local 7.10 NLC Support (Union)

It is agreed as follows:

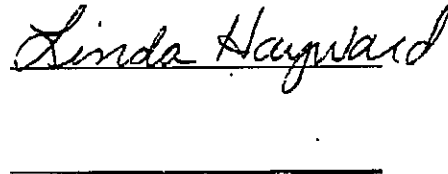
1. The Collective Agreement that expires on June 30, 2006 shall be revised, and the revised agreement shall include all items in the previous Collective Agreement except as modified by this Memorandum of Agreement.
2. In addition to matters specifically referenced in this Memorandum of Agreement, the revised agreement shall also incorporate all items upon which agreement was reached in the course of negotiations by May 24, 2006.
3. The term of the Collective Agreement shall be July 1, 2006 to June 30, 2010.
4. The Collective Agreement shall include:
  - a. The "Base Wage Increase" as agreed to in the "Compensation Template for Support Staff Bargaining" on May 9, 2006;
  - b. The Incentive Payment as agreed to in the "Compensation Template" of May 9, 2006;
  - c. A "Labour Market Adjustment" as set out in Appendix A of the Compensation Template of May 9, 2006;
  - d. A "Fiscal Dividend" as set out in Appendix B of the Compensation Template.
  - e. Agreement to participate in the process for this establishment of a Joint Early Intervention System as set out in Appendix C of the Compensation Template of May 9, 2006.
5. This Memo of Agreement shall be subject to ratification by both parties' principals by May 31, 2006.
6. Nothing in the revised Collective Agreement shall be retroactive unless so specifically provided.

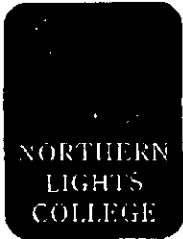
Dated: May 24, 2006

For the Employer



For the Union





**Northern Lights College – Employer Proposal  
Support Staff Bargaining**

**March 6, 2006**


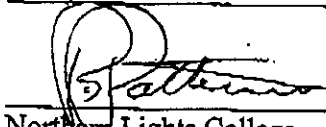
Chetwynd  
Dawson Creek  
Fort Nelson  
Fort St. John  
Hudson's Hope  
Stikine  
Tumbler Ridge



Appendix 1 – Revise to:

- President (1)
- Vice President (2)
- Associate Vice-President (2)
- Dean (5)
- Campus Administrator (5)
- Executive Assistant (2)
- Personnel Administrator (1)
- Registrar/Director Learning Support Services (1)
- Benefits Administrator (1)
- Confidential Secretary to the Vice President (2)
- Contract Services Coordinator (1)
- Financial Services Manager (1)
- Information Systems Manager (1)
- Manager Regional Facilities (1)
- ~~Assistant Manager Regional Facilities (2)~~
- Director of Records (1)
- Administrative Assistant (3)
- Human Resources Director (1)
- Executive Director – NLC Foundation (1)
- Conflict Resolution Advisor (1)

Agreed:

*Serving  
Northern  
British  
Columbia*

  
 \_\_\_\_\_  
 06/03/07  
 Northern Lights College Date

  
 \_\_\_\_\_  
  
 Union Date

REGIONAL  
ADMINISTRATION  
11401 - 8th Street  
Dawson Creek, B.C.  
Canada V1G 4G2  
Telephone (250) 782-5251  
FAX (250) 782-5233

07 Mar 2006

Northern Lights College Support Staff  
BCGEU Bargaining Proposal  
Article 16.02  
Last printed 3/6/2006 2:19 PM

Page 1 of 1

BCGEU PROPOSAL


Amended Language:

**16.02 ~~Joint Occupational Health and Safety Committees~~**

The Employer and the Union agree to establish ~~formal~~ Occupational Health and Safety Committees at the Fort St. John and Dawson Creek Campuses consisting of a minimum of one (1) Local 7.10 - NLC Support member and one (1) Local 7.10 - NLC Instructors member appointed by the Union, matched by an equal number of Management appointees ~~in accordance with the Workers' Compensation Act and the Occupational Health and Safety Regulation. 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, WCB, Employer, and posted on all bulletin boards. ~~Less formal health and safety meetings pursuant to the WCB Industrial Health and Safety Regulations 4.02(3) shall be conducted on other College work sites.~~ Committee members shall continue to receive the rate of pay they would have been receiving had they not been attending such meetings.

Agreed to:

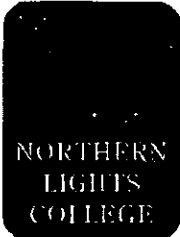
  
Signed by the Union

  
Signed by the Employer

  
Signed by the Union

  
Signed by the Employer

Dated: 07 Jun 2006



Northern Lights College – Employer Proposal  
Support Staff Bargaining

March 6, 2006

Chetwynd  
Dawson Creek  
Fort Nelson  
Fort St. John  
Hudson's Hope  
Stikine  
Tumbler Ridge

Article 8.12 Workplace Flexibility

Revise as follows:

- a) Delete:  
"After the date of ratification of this Agreement"

Replace with:

"New position created, or vacant positions, after ~~January 1, 1999~~ <sup>MAY 15, 2000</sup> may include . . .

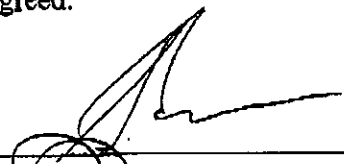
- b) Delete:  
"prior to the date of ratification of this agreement"

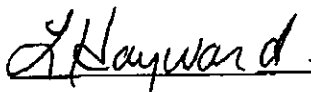
Replace with:

"prior to ~~January 1, 1999~~ <sup>MAY 15, 2000</sup>."

Serving  
Northern  
British  
Columbia

Agreed:

  
 \_\_\_\_\_  
 Northern Lights College      Date 03/03/07

  
 \_\_\_\_\_  
 Union      Date 07 Mar 2006

REGIONAL  
ADMINISTRATION  
11401 - 8th Street  
Dawson Creek, B.C.  
Canada V1G 4G2  
Telephone (250) 782-5251  
FAX (250) 782-5233

Northern Lights College Support Staff  
BCGEU Bargaining Proposal  
Article 30  
Last printed 3/4/2006 1:18 PM

BCGEU PROPOSAL

Amended Language: ✓

30 Joint Committees (make this plural)

- 30.01 Maintain Current Language
- 30.02 Maintain Current Language
- 30.03 Maintain Current Language
- 30.04 Maintain Current Language
- 30.05 Maintain Current Language

AK  
AK

~~30.01 NEW Budget Finance Committee Representative~~  
~~The Chairperson of the Finance Budget Committee shall be~~  
~~entitled to participate in activities of the Finance/Budget Committee during staff sessions~~  
~~with respect to the Budget process.~~

Agreed to:

Linda Hayward  
Signed by the Union

[Signature]  
Signed by the Employer

AK Krauseneck  
Signed by the Union

R. S. Kurupatwa  
Signed by the Employer

Dated: October 2006

BCGEU Bargaining Proposal  
Article 22.09  
Last printed 2/28/2006 3:25 PM

**BCGEU PROPOSAL**

**Amended Language:**

Article 22.09 - ~~Positions Temporarily Vacant~~ ~~Article 22.09~~

~~change the name of the article to~~ ~~Article 22.09~~

*Balance of the article: Maintain Current Language*

Agreed to:

*L. Hayward*  
*A. K... ..*

Signed by the Union

Dated: 01 Mar 2006

*[Signature]*  
Signed by the Employer

*[Signature]*

Northern Lights College Support Staff

Page 1 of 1

BCGEU Bargaining

Article 9.09

Last printed 2/27/2006 10:40 AM

### For Discussion/Review Purposes Only

#### 9.04 Short Changeover

- a) If shifts are scheduled so that there are not twelve (12) hours between the end of an employee's shift and the start of the next shift, overtime rates apply to hours worked on the succeeding shift within the twelve (12) hour period.
- b) Where an employee exercises seniority rights to work shifts, one (1) of which falls within the twelve (12) hour period from the end of the previous shift, the employee shall not be entitled to claim the premium rate referred to in paragraph (a).
- c) The provisions of Article 9.04 (a) shall not apply in the following circumstances:
  - i) where the Employer identifies to the Union specific jobs which require a scheduled short changeover as part of the regular shift schedule, prior to posting of the job, and the Union agrees, and;
  - ii) the job posting specifies such hours, and the applicant is aware of such conditions;
  - iii) or, where the employer, through the Union steward, achieves mutual agreement with an employee to work a regular shift schedule with a short changeover, and confirms such in writing with signatures of employer, member, and steward, copied to the local chairperson. ~~Article 9.04 (c) (iii) shall be a trial provision and remain in effect only until expiry of this Agreement, at which time it shall be removed.~~

AK

*A. Krauseneck*

*J. Hayward*

*01 Mar 2006*

*[Signature]*

EMPLOYER PROPOSAL

REVISOR APPENDIX 2A

NORTHERN LIGHTS COLLEGE  
MISSION STATEMENT 2006

→ TO READ:

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

*A. Kausler*  
*L. Hayward*

01 Mar 2006

A handwritten signature in black ink, appearing to be "J. Patterson", written in a cursive style.

EMPLOYER PROPOSAL

06/09/01

ARTICLE 21.08

REVISE RATES TO \$0.45 EFFECTIVE AUGUST 1, 2005

ARTICLE 21.09

CHANGE DATE TO NOVEMBER 1, 2005

*L. K. Henderson*  
*Linda Hayward*

*[Signature]*  
*[Signature]*

01 Mar 2006



employee worked. Time spent by employees on the following leaves shall be considered as time worked for the purpose of calculating the amount of an employee's incentive payment:

- maternity or parental
- short-term disability
- long-term disability that commenced within the twelve (12)-month period ending on the incentive eligibility date.

The incentive payment shall be paid to employees as soon after the date of ratification as is practicable for the institution to determine and pay the payment amounts to employees. The employer shall make every reasonable effort to make the incentive payment to employees no later than June 30, 2006.

### **LABOUR MARKET ADJUSTMENT**

Each Agreement shall include a Letter of Agreement that provides for the employer and union to agree on a Support Staff Labour Market Adjustment Plan subject to the conditions set out in the Letter of Agreement. The Plan will be funded by an amount equal to 0.1% of the annual support staff compensation of the bargaining unit for each year as follows:

|              |       |
|--------------|-------|
| July 1, 2006 | 0.1 % |
| July 1, 2007 | 0.1 % |
| July 1, 2008 | 0.1 % |
| July 1, 2009 | 0.1 % |

---

The Letter of Agreement on labour market adjustment shall be as set out in Appendix A.

### **FISCAL DIVIDEND**

Each Agreement shall include a Letter of Agreement for a Fiscal Dividend Bonus as set out in Appendix B.

### **JOINT EARLY INTERVENTION SYSTEM FOR EMPLOYEES ON SICK LEAVE OR DISABILITY**

Each Agreement shall include a Letter of Agreement for a joint early intervention system for employees on sick leave or disability as set out in Appendix C.

### **STATUS OF TEMPLATE IN LOCAL BARGAINING**

This template records the parties' agreement on all compensation matters in the collective bargaining settlements for each set of local parties except to the extent that local parties have compensation matters outstanding for the period prior to July 1, 2006.

The elements and language of this template will be included in the memorandum of agreement for each set of local parties.

Local parties may agree as part of their settlement that a portion of any one or more of the four annual base wage increases, up to a maximum of 0.25% of the bargaining unit's total base wage compensation in any one year, may be applied to local compensation matters. In that event the percentage base wage increase for the year(s) in question shall be reduced by the percentage of compensation applied to local compensation matters. If by May 31, 2006 the local parties have not reached agreement on the matter of applying a portion of annual wage increase(s) to local compensation matters, then the wage increase provided for under "Base Wage Increase" above shall apply.

## APPENDIX A

### LETTER OF AGREEMENT

#### Labour Market Adjustment

Insofar as it is recognized by both parties to this Agreement that there is need to ensure that the Employer is able to recruit and retain fully qualified support staff in a competitive labour market, and that there is a demonstrated need to adjust the compensation of some job classifications for that purpose, it is herein agreed that:

1. The Employer will create a Labour Market Adjustment Fund in the amount equal to one tenth of one percent (0.1%) of the annual support staff base wages of the bargaining unit for each year of the Agreement in which there is a wage increase.
2. During the term of this Collective Agreement, the Employer and the Union may negotiate and reach agreement on a Labour Market Adjustment Plan that shall take the form of a Letter of Understanding that is subject to ratification by their respective accredited bargaining agents.
3. The Labour Market Adjustment Plan shall provide for, but shall not be limited to, the following:
  - a. In consultation with the Union, the compensation for specific support staff job classifications shall be adjusted by payment of a labour market adjustment provided that there is a demonstrated recruitment or retention issue that can be objectively determined with reference to specific criteria that are specified in the Labour Market Adjustment Plan including:
    - i. Demonstrating that the issue is wage-related;
    - ii. Demonstrating evidence of recruitment difficulties, and/or high turnover/vacancy rates;
    - iii. Showing that other options to mitigate recruitment and retention pressures have been considered;
    - iv. Providing relevant market data that specifically includes employers likely to recruit from the public sector employer and employers that the public sector employer has recruited from;
    - v. Identifying which occupations and the number of employees that will be affected by the adjustment;
    - vi. Identifying options for the size of the market adjustments, and identify the risks associated with each of the options; i.e. collective bargaining;
    - vii. Identifying the preferred option and strategies to manage any risks associated with that option;
    - viii. Identifying possible impacts on other public sector employers; and,
    - ix. Demonstrating that any disruption to internal equity and pay equity has been mitigated.

- b. The form and level of compensation adjustment for those job classifications shall be specified in the Labour Market Adjustment Plan.
4. The Labour Market Adjustment Plan shall remain in effect for the term of this Collective Agreement, and its continuation will be subject to the parties' bargaining of future collective agreements.

## APPENDIX B

### LETTER OF AGREEMENT Fiscal Dividend

#### THE PARTIES AGREE AS FOLLOWS:

Having agreed the term of the Collective Agreement to be from July 1, 2006 to June 30, 2010, a Fiscal Dividend Bonus may be paid from a one-time fund (the "Fund") generated out of monies, in excess of \$150 million, surplus to the BC government, as defined in the Province's audited financial statements, for the fiscal year 2009-10.

1. If fiscal dividend funds are determined to be available, a Fiscal Dividend will be paid as soon as is reasonably practicable.
2. The quantum of the Fund accessible for the parties to this agreement will be based on the Province's audited financial statements as at March 31, 2010. The Fund will be determined as follows:
  - i. The calculations will be based on the surplus, as calculated before deduction of any expense associated with the Fiscal Dividend Bonus, achieved in fiscal 2009-10, as published in the audited financial statements for that fiscal year, provided that the surplus is in excess of \$150 million.
  - ii. Only final surplus monies in excess of \$150 million will be part of the Fund, and the total quantum of the Fund for the entire public sector (including all categories of employees) will not exceed \$300 million.
  - iii. The quantum of the Fund will be constrained by the proportion of the public sector that is eligible to participate in the Fiscal Dividend Bonus i.e., 100% of the Fund will be available if 100% of all categories of employees in the public sector under the purview of the Public Sector Employers' Council participate, but if a lesser number participate, a proportionately lesser amount of the Fund will be available.
  - iv. Additionally, the Fund will be proportioned among all groups of public sector employees by ratio of group population to total population participating.
- 1.3 The Fiscal Dividend Bonus will be paid to each member of the bargaining unit who is employed by the institution on March 31, 2010.
- 1.4 The Fiscal Dividend Bonus shall be a one-time payment paid to each full-time equivalent employee and paid to each part-time employee on a pro-rated basis. For the purpose of the determination of the amount of the Fiscal Dividend Bonus, a full-time equivalent employee is a regular or non-regular employee who worked on a full-time basis for the period of April 1, 2009 to March 31, 2010. The Fiscal Dividend Bonus for an employee who worked less than full-time over this period shall be pro-

rated for the fraction of full-time work over this period that the employee worked. Time spent by employees on the following leaves shall be considered as time worked for the purpose of calculating the amount of an employee's Fiscal Dividend Bonus:

- maternity or parental
- short-term disability
- long-term disability that commenced between April 1, 2009 to March 31, 2010

- 1.5 The Fiscal Dividend Bonus shall be paid to employees as soon after March 31, 2010 as is practicable for the institution to determine and pay the Bonus amount to employees.

## APPENDIX C

### LETTER OF AGREEMENT

#### Joint Early Intervention System for Employees on Sick Leave or Disability

The eleven BC Government and Service Employees' Union (BCGEU) and Canadian Union of Public Employees (CUPE) bargaining units and the Post-Secondary Employers' Association (PSEA) employers participating in the 2006 Support Staff Template Table will establish a Joint Committee to develop and make recommendations on a joint early intervention system for employees who are on sick leave or short-term or long-term disability leave.

The Joint Committee shall consist of four members appointed by the eleven BCGEU and CUPE Template Table bargaining units and four members appointed by PSEA on behalf of the eleven Template Table employers. The Joint Committee, as required, will seek advice from persons with the appropriate expertise and will consider other union/employer joint early intervention systems.

By no later than February 15, 2007, the Joint Committee will issue a final report, including recommendations, to the local parties that participated in the Template Table.

By no later than May 31, 2007, each local party will make its decision on whether it will adopt the Joint Committee's recommendations and will advise the other local party accordingly. For any particular local employer and union, the recommendations shall be implemented only if they are adopted by both the local employer and union.

---

Employer savings resulting from the parties' implementation of the joint early intervention system will be used to fund goalsharing compensation payments to employees as recommended by the Joint Committee. The goalsharing plan and payments to employees under the plan are subject to the PSEC criteria and approval process.

The undersigned parties agree to recommend this support staff template agreement to their respective principals for inclusion in their local bargaining settlements for their 2006-2010 collective agreements.

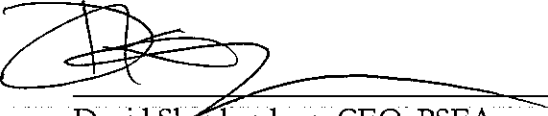
Signed by the Parties at Burnaby, British Columbia on May 9, 2006

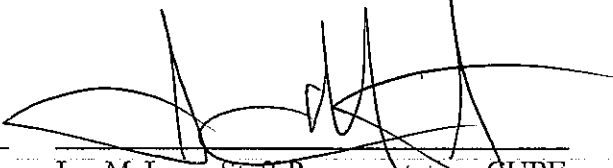
**For the Employers:**

**For the Unions:**

  
\_\_\_\_\_  
John Waters, Chair

  
\_\_\_\_\_  
Henry Hanegraaf, Staff Representative, BCGEU

  
\_\_\_\_\_  
David Shepherdson, CEO, PSEA

  
\_\_\_\_\_  
Ian McLean, Staff Representative, CUPE