

**MEMORANDUM OF AGREEMENT BETWEEN
NORTHWEST COMMUNITY COLLEGE
-and-
BCGEU**

The parties agree to recommend to their respective principals, the following amendments to the Collective Agreement:

1. All previously agreed to Items (attached)
2. Expiry date of June 30, 2006
3. Employees employed as of date of ratification, and who would normally have access to Training Accord funds, shall receive a signing bonus of 1% of gross 2004 earnings. The signing bonus shall be paid from funds accrued in accordance with the Training Accord. The remainder of the funds will be utilized in the normal fashion until the fund is exhausted.
4. Wages
 - a. Effective April 1, 2005, employees shall receive a 2% wage increase, which will be offset by:
 - i. The 1% Training Accord funding shall be permanently rolled into pay scales.
 - ii. See attached items
 - b. Effective July 1, 2005, employees shall receive a wage increase of 1.5% or an increase equal in the total compensation negotiated in the first year of the BCGEU Master Agreement, whichever is greater.
5. Continue the Supplemental Employment Benefit Plan as attached.
6. Effective April 1, 2005, employees shall be reimbursed a total of \$75.00 every two years for vision exams.
7. Definition 9(a)(1) as attached.
8. Article 20.1 Bereavement Leave as attached.
9. Article 13.4 Severance, Retraining and Recall as attached
10. Article 14.2 Work Schedules as attached
11. Article 18.8 Vacation Carryover as attached
12. Article 20.7 Leave for Taking Courses and Education Leave as attached
13. Common Agreement Language incorporation into Collective as attached

Dated this 25th day of February, 2005 and Signed on behalf of:

Northwest Community College

BCGEU

Definitions 9 "Employee" means a member of the bargaining unit and includes:

- a) **"Regular employee" – meaning an employee who is employed for work which is of a continuous full-time or continuous part-time nature; or who is employed for work which is of a continuous full-time nature and which is expected to last for a six (6) month period or longer.**
 - 1) **"Recurring seasonal employee" -- meaning an employee who is employed for work which is of a continuous full-time or continuous part-time nature for a defined period which is expected to last for a six (6) month period or longer and which normally recurs every academic year.**

Article 13.4 Severance, Training and Recall

- a)(1) A severance pay calculated on the basis of:
 - i) one (1) month's current pay for each year of seniority rounded upward to the nearest year month to a maximum of six (6) months' salary and:
 - ii) one (1) additional month's current pay for each additional five (5) years of seniority rounded upward to the nearest year month to a maximum of four (4) months' salary.

Article 14.2 Work Schedules

- c)(3) The Parties shall have ~~fourteen (14)~~ ten (10) days, from the date notice is given to reach agreement on work schedules.
- c)(4) If the Parties are unable to reach agreement within ~~fourteen (14)~~ ten (10) days either Party may refer the matter to arbitration pursuant to Article 9.

Article 18.8

- a) An employee may carry over up to five (5) days vacation per vacation year ~~for two (2) consecutive vacation years, to a maximum of ten (10) days which must be taken not later than the third consecutive vacation year which must be taken not later than the next consecutive vacation year.~~ Employees in their first partial year of service, who commenced prior to July 1st of that year, may carry over up to five (5) days' vacation into their first vacation year. Except as provided in Clause 18.4(a)(2), an employee shall not receive cash in lieu of vacation time except upon termination, resignation or retirement.

Article 20.1 Bereavement Leave

- a) In the case of bereavement in the immediate family an employee not on leave of absence without pay shall be entitled to special bereavement leave, at his/her regular rate of pay, from the date of death to and including the day of the funeral with, if necessary, an allowance for immediate return traveling time. Such leave shall normally not exceed five (5) workdays. for five (5) workdays. If necessary, up to one (1) additional day may be granted should the employee be required to travel as a result of the death.
- b) Immediate family is defined as an employee's parent, wife, husband, child, brother, sister, grandparent, grandchild, father-in-law, mother-in-law and any other relative permanently residing in the employee's household or with whom the employee permanently resides.
- c) In the event of the death of the employee's grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law, or sister-in-law, the employee shall be entitled to special leave for one (1) day for the purpose of attending the funeral.

Article 20.7 Leave for Taking Courses and Educational Leave

- b) *Professional Development Days with Pay*
 - i) The Parties recognize that ongoing Professional development for support staff is essential for personal and institutional success. Staff shall be scheduled by mutual agreement up to five (5) professional development days during the course of the calendar year, during which period of time the support staff person will be given allowance to attend workshops, seminars, and courses to prepare for change and advancement and generally upgrade their skills and abilities. Such leave shall also be granted during scheduled College closures with the exception of the Christmas closure.

Article 21.1 Maternity Leave

- a) Effective July 1, 2002, when on maternity or parental leave, a regular employee will receive 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 his/her average base salary.
- 5) the average base salary for the purpose of Article 23.3(1) through 23.3(4) is the employee's average base salary for 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.
- b) an employee is not entitled to receive supplemental Employment Benefits and disability benefits concurrently. To receive supplemental employment benefits, the 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.

Move items from the Common Agreement into the Collective as per employer's proposal dated June 10, 2003.

Deletion of:

- Articles 1 Preamble
- Articles 3.5 Labour Adjustment – Labour Adjustment Fund
- Articles 4 Transfers/Mergers/Services between Institutions
- Article 13.2 Health & Welfare Benefits – Joint Committee on Benefits Administration
- Article 14 Joint Committee on Benefits Administration
- Article 17 Wages
- Article 18 Term
- Letters of Agreement #1 through #6

Article 9 – Common Agreement

9(d)

- d) A premium of one additional hour of pay per shift shall apply to all regularly scheduled work on Saturday and Sunday. This article will cease to apply effective April 1, 2005. All employees currently entitled to this benefit will be grandfathered for the duration of their employment with the employer

Wage increases on April 1, 2005 and July 1, 2005 will not be applied to Banquet Workers, Coop Students or Labourer positions off the grid.


October 28, 2003

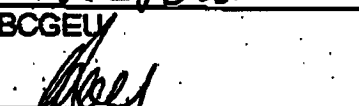
Article 7 - Employer/Union Relations

7.3 Technical Information (Housekeeping)


(a) The College agrees to provide to the Union such information that is available relating to employees in the bargaining unit, as may be required by the Union for collective bargaining purposes and for monitoring compliance with this Agreement. This information shall include but not be limited to the following: payroll department number, social insurance number, last name, first name, date of birth, Union dues (total for month) and gross pay, in ASCII language. Further, the College will provide the Union a listing of the employees every three (3) months to include name, job classification number and job step.

Agreed to:


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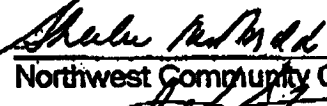

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Signed this 29 day of Oct, 2003

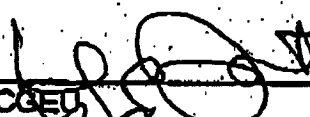
October 28, 2003

Article 10 – Dismissal, Suspension and Discipline

10.7 Personnel File

(b) NEW An employee's personnel file will contain all documents pertaining to an employee's work history and employment related items and shall be kept in a secure fashion in order to preserve confidentiality and privacy.

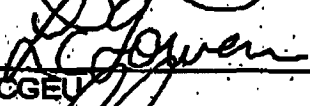
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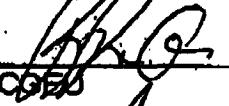
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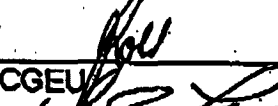
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October 22, 2004

Article 12 – Service Career Policy

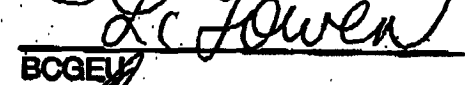
12.7 Appointment Procedures (NEW)

(f) All BCGEU support staff employees who apply for a vacant position at the College will be considered as internal applicants on any BCGEU postings.

Agreed to:



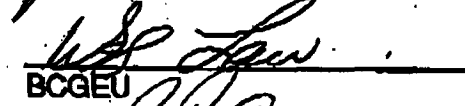
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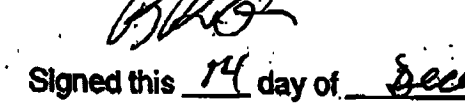
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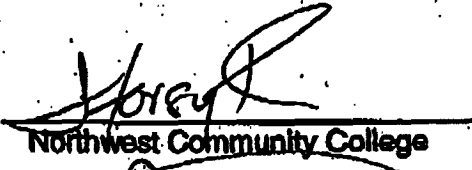
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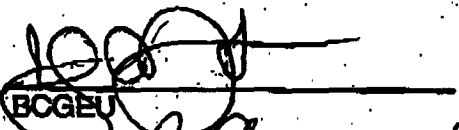
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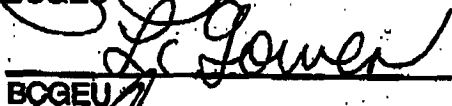
Article 12 - Service Career Policy

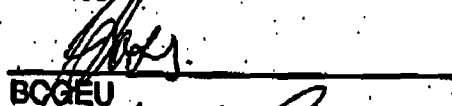
12.8 Postings (NEW)

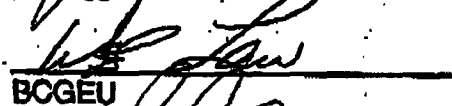
(e) A copy of each posting will be sent to the Bargaining Chair.

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October 28, 2003

Article 12 - Service Career Policy

NEW

12.12 Selection Committee

(a) The selection committee for a regular appointment will be comprised of a minimum of four individuals including:


- (1) appropriate administrator
- (2) immediate supervisor of the position
- (3) another support staff member from the department or service area
- (4) an Union observer as per Clause 12.1

The committee members, other than the Union observer, will shortlist, interview and make recommendations for appointment to the appropriate administrator.

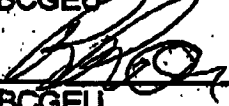
Appropriate work time will be made available to those on the committee.

(b) The Union observer will be provided with a copy of the job posting, the job description, and a list of candidates to be interviewed.

Agreed to:



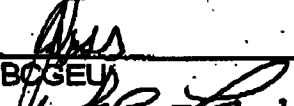
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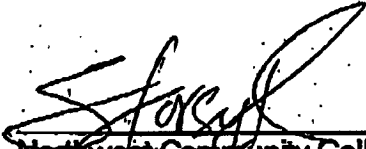
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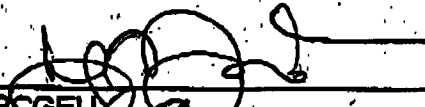
October 28, 2003

Article 27 - Payment of Wages and Allowances

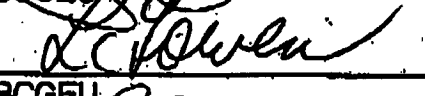
27.8 Vehicle Allowance (Housekeeping)


(b) The rates of vehicle allowance shall be ~~thirty two cents (32¢)~~ forty cents (40¢) kilometre. If the College raises the rates for mileage for excluded personnel or other bargaining unit employees during the life of the Agreement, these rates will be amended accordingly.

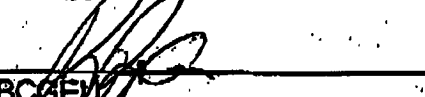
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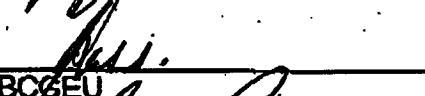

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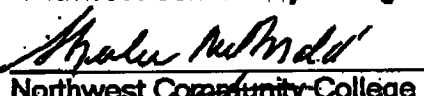

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Signed this 27 day of Oct, 2003

December 1, 2003

Article 27 - Payment of Wages and Allowances

27.9 Meals, Lodging (including Mobile Lodging) and Travel Allowances (Housekeeping)

(a) Meals

Employees on travel status shall be entitled to the following allowances:


- Breakfast..... \$8.00 9.00 Travel prior to 7:00 am
- Lunch..... \$9.50 11.00 Travel between 11:00 am and 1:00 pm
- Dinner..... \$16.00 20.00 Travel after 6:00 pm

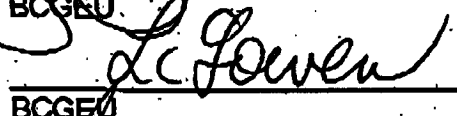
If the College raises the rates for meals for excluded personnel or other bargaining unit employees during the life of the Agreement, these rates will be amended accordingly.

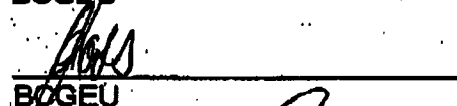
(b) Lodging

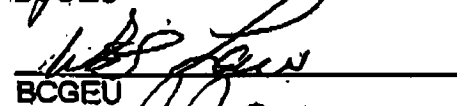
Reasonable actual costs upon production of receipts, or ~~twenty-five dollars (\$25)~~ thirty-five (35) dollars per night without receipt.

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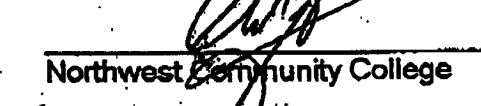

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Signed this 14 day of December, 2003

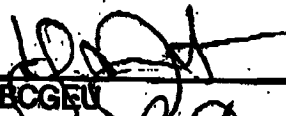
October 22, 2004


Article 22 – Occupational Health and Safety


22.17 Whistle Blowing Protection (NEW)

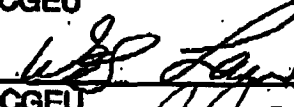
No employee shall be disciplined, discharged, penalized or intimidated as a result of reporting any alleged violations to the College or to another agency, provided the College has been notified of the alleged violation first. The College will have thirty (30) days to investigate the alleged violation and report the outcome to the employee and the Union. The employee will not report the alleged violation to another agency prior to the outcome of the investigation. All information will be kept confidential for the thirty (30) day investigation period.

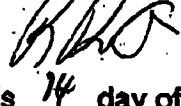
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Signed this 14 day of December, 2004



October 22, 2004


Article 27 – Payment of Wages and Allowances


27.14 Retirement Allowance


(b)(5) NEW The College and the Union will work together to co-sponsor a retirement seminar for support staff once per year.

Agreed to:


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Signed this 14 day of December, 2004

October 28, 2003

Article 28 - Classification and Reclassification

28.1 Classification Specifications and Job Evaluation Plan (Housekeeping)

(a) The Parties agree that the Aiken Gender Neutral Plan will be the job evaluation plan used to classify the positions at Northwest Community College.

(b) All positions shall have a job description and shall be rated by a Joint Classification Committee using the Aiken Gender Neutral Plan classification specifications.

(c) The Aiken Gender Neutral Plan classification specifications will not be amended or eliminated without mutual agreement between the Union and the Employer. In the event the Parties are unable to resolve a dispute on classification specifications the matter may be referred to an arbitrator.

~~(d) Effective May 1, 1997 a committee of equal numbers of BCGEU support staff members to be appointed by the Union and Employer representatives appointed by senior administration to investigate and implement the BCGEU Gender Neutral Job Evaluation Plan.~~

~~(e) The appointed support staff shall be afforded ten percent (10%) release time to implement the BCGEU Gender Neutral Job Evaluation Plan. The appointed support staff shall be able to prioritize their workload in conjunction with their supervisor to accommodate their responsibilities under this Committee. The College will not incur any costs as a result of the release time.~~

~~(f) A one (1) or two (2) day seminar on the plan will be presented to the support staff and dates will be established prior to the ratification of the Agreement.~~

Agreed to:

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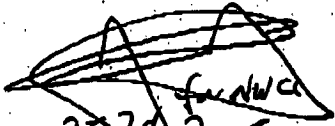
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Northwest Community College


Signed this 29 day of Oct, 2003

20.17 Self-Funded Leave Plan

current  14 Dec 2004

The Self-Funded Leave Plan, as set out in the approved College policy, is available to all employees who hold a regular continuing appointment and have completed their probationary period.


for NWCC
23 Feb 2005


Feb 05/05