

Memorandum of Agreement

between the

**NORTHERN LIGHTS COLLEGE
(hereinafter called "the Employer")**

**BC GOVERNMENT AND SERVICE EMPLOYEES' UNION (BCGEU)
(LOCAL 0710 – NLC SUPPORT)
(hereinafter called "the Union")**

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

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE BCGEU (LOCAL 0710 – NLC SUPPORT) (hereinafter called "the Union"), AGREE TO RECOMMEND TO THE UNION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING JULY 1, 2019 AND EXPIRING JUNE 30, 2022 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. Previous Conditions

All of the terms of the 2014-2019 Collective Agreement continue except as specifically varied below.

2. Term of Agreement

The term of the new Collective Agreements shall be for 36 months from July 1, 2019 to June 30, 2022, both dates inclusive.

3. Effective Dates

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

4. Appendix "A"

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

MOS Initials

ER _____

Un _____

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.

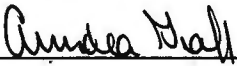
This Memorandum of Agreement is also subject to ratification by the Post-Secondary Employers' Association Board of Directors.

Signed this 11th day of December, 2019

BARGAINING REPRESENTATIVES FOR THE EMPLOYER:



Jessie Drew, Executive Director of Human Resources & Organization Development



Anndra Graff, Vice President of Finance & Corporate Services



Becky Needham, Human Resource Advisor /Disability Manager



Kathy Handley, Campus Administrator



Georgina Johnson, PSEA Representative

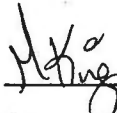
BARGAINING REPRESENTATIVES FOR THE UNION:



Juanita Fraser, Bargaining Chair



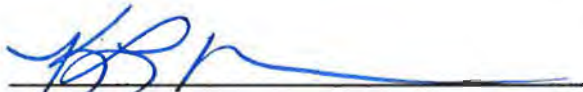
Paola Rodriguez Ruah



Megan King



Tennille Penner



Kathy Weaver, BCGEU Representative

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APPENDIX "A"

HOUSEKEEPING:

1. Use gender-neutral pronouns/Change to *Labour Relations Code*/put Definitions in alphabetical order.
2. Article 3 – Union Security
3. Definitions 8(b) Temporary Employee
4. 12.3 Vacation Scheduling
5. 14.11 Maximum Leave Entitlement
6. Article 15 – Maternity, Parental and Adoption Leave
7. Article 18 – Health and Welfare
8. 18.2 Basic Medical Insurance
9. 20.4 Substitution Pay
10. 21.6 Copies of the Agreement
11. Appendix 1 – Excluded Classes

OTHER:

1. Offer of Settlement – dated December 11, 2019 - Attached

MOS Initials

ER_____

Un_____

Offer of Settlement
Between the
NORTHERN LIGHTS COLLEGE
(hereinafter called "the Employer")

And the
BC GOVERNMENT AND SERVICE EMPLOYEES' UNION (BCGEU)
(LOCAL 0710 – NLC SUPPORT)
(hereinafter called "the Union")

DATE: December 11, 2019

TIME: 3:00pm

The following package of items is to be considered an Offer for Settlement ("the Offer") submitted by Northern Lights College to the BCGEU Local 0710 - NLC Support for the renewal of the 2014-2019 collective agreement.

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 or withdrawn will retain that same status if this Offer is rejected.

All Employer proposals are made subject to errors and omissions. The Offer is advanced on a without prejudice basis to conclude the renewal of the Collective Agreement.

All tentatively agreed to Housekeeping language:

1. Use gender-neutral pronouns/Change to *Labour Relations Code*/put Definitions in alphabetical order.
2. Article 3 – Union Security
3. Definitions 8(b) Temporary Employee
4. 12.3 Vacation Scheduling
5. 14.11 Maximum Leave Entitlement
6. Article 18 – Health and Welfare – 18.1 Preamble
7. 20.4 Substitution Pay

HOUSEKEEPING:

15 MATERNITY, PARENTAL AND ADOPTION LEAVE

15.1 Maternity Leave

A pregnant employee who requests leave under this section is entitled up to 17 consecutive weeks of unpaid leave.

(a) Beginning

- (1) No earlier than ~~11~~ **13** weeks before the expected birth date, and
- (2) No later than the actual birth date, and

(b) Ending

- (1) No earlier than six weeks after the actual birth date, or termination of a pregnancy, unless the employee requests a shorter period, and
- (2) No later than 17 weeks after the actual birth date, or termination of a pregnancy.

- (c) The request to take maternity leave must be made in writing and supported by a doctor's certificate stating she is pregnant, at least four weeks prior to the proposed commencement of the leave, and include the probable date of birth of the child(ren) or the date the pregnancy terminated, or stating the reasons for requesting additional leave under 15.1(d).

- (d) Maternity leave shall be extended up to an additional 26 weeks for health reasons where a doctor's certificate is presented.

- (e) A request for a shorter period under 15.1(b) must:

- (1) Be given to the Employer at least one week before the date the employee proposes to return to work, and
- (2) Be accompanied by a medical practitioner's certificate stating the employee is able to resume work.

15.2 Parental Leave/Adoption Leave

Both mothers and fathers, natural and adopting, are entitled, ~~upon completion of the initial probation period (waived for adopting parents)~~ to parental leave without pay providing a written request is submitted to the Employer no later than four weeks prior to the commencement of the leave. If four weeks' notice is not possible due to unforeseeable circumstances, the request must be submitted immediately after the need for leave becomes known.

An employee who requests parental leave under this section is entitled to:

- ~~(a)~~ (a) For a birth mother who takes leave under Article 15.1 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 35 consecutive weeks or **61 consecutive weeks** of unpaid leave **depending on their choice of either Standard Parental EI benefit or Extended Parental EI benefit** beginning immediately after the end of the leave taken under Article 15.1 unless the Employer and the employee agree otherwise.
- ~~(b)~~ For a birth mother who does not take leave under article 15.1 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to ~~37~~ consecutive weeks of unpaid leave beginning after the child's birth and within ~~52~~ weeks after that event.
- ~~(c)~~ (b) For a ~~birth father~~ birth mother who does not take leave under article 15.1 or a biological or legally recognized parent, up to ~~37~~ **36** consecutive weeks or **sixty-two (62)** consecutive weeks of unpaid leave, **depending on their choice of either Standard Parental EI benefit or Extended Parental EI benefit, commencing beginning** after the child's birth and within ~~52~~ **78** weeks after that event.

~~(d)~~ (c) For an adopting parent, up to ~~37~~ 36 consecutive weeks or **sixty-two (62) consecutive weeks** of unpaid leave, **depending on their choice of either Standard Parental EI benefit or Extended Parental EI benefit, beginning commencing** within ~~52~~ 78 weeks after the child is placed with the parent. The employee shall have to furnish proof of adoption.

~~(e)~~ (d) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled up to an additional five consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under Article 15.2(a) (b) and (c) ~~(d) inclusive.~~

~~(f)~~ (e) A request for leave must:

- (1) Be given in writing to the Employer.
- (2) If the request is for leave under 15.2(a) (b) or (c) be given to the Employer at least four weeks before the employee proposes to begin leave; and
- (3) If required by the Employer, must be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to the leave.

~~(g)~~ (f) ~~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(s) to accommodate the leave request(s).~~

While an employee is on maternity/adoption/parental leave, the Employer shall maintain coverage for ~~medical~~, extended health, dental, group life, and long-term disability, and shall pay the Employer's share of these premiums ~~to a maximum period of 26 weeks.~~

Maternity leave for employees with less than 913.5 hours of employment with the college shall be in accordance with the *Employment Standards Act*.

An employee's combined entitlement to leave under Article 15.1 and 15.2 is limited to ~~52~~ 78 weeks plus any additional leave the employee is entitled to under Article 15.1(d) and/or Article 15.2 ~~(e)~~ (d).

15.3 Supplemental Employment Benefit for Maternity and Parental Leave

(a) ~~Effective April 1, 2005, w~~When on maternity or parental leave, an employee will receive a supplemental payment added to Employment Insurance benefits as follows:

- (1) For up to ~~52~~ 15 weeks of maternity leave, an employee who is the birth mother shall receive an amount equal to the difference between the Employment Insurance Benefits and 75% of her salary calculated on her average base salary.
- (3) For up to a maximum of ~~37~~ 35 weeks of parental leave, **the birth mother**, the spouse, the biological father, the common-law partner or adoptive parent who is caring for the child shall receive an amount equal to the difference between the Employment Insurance **Standard EI B**enefits and 75% of the employee's salary calculated on his/her average base salary.

- (4) Where the birth mother, the spouse, the biological father, the common-law partner or adoptive parent who is caring for the child elects the Extended Parental EI Benefit for a maximum of 61 weeks, the parent shall receive the same total SEB benefit amount received under Article 15.3(a) (2) when the employee opts for the 35 week EI Parental Benefit spread out and paid over the 61 week period. Payroll will make this calculation.
- (5) Provided the employee received SEB as per Article 15.3(a) (1), (2) and (3), for the 2 weeks of leave where no EI Parental Benefit is paid, the employee shall receive 75% of their salary calculated on their average base salary.
- (a) The average base salary for the purpose of Clauses 15.3(a) (1) and, (2), (3) and (4) is the employee's average base salary for the 26 weeks preceding the maternity or parental leave. If the employee has been on unpaid leave for part of the preceding 26 weeks, then up to four weeks of that unpaid leave will be subtracted from the 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) To be entitled to the above noted benefits, an employee must sign an agreement that they will return to work and remain in the Employer's employ for a period of at least six months or equivalent to the leaves taken, whichever is longer, after their return to work.
- (d) Should the employee fail to return to work and remain in the employ of the Employer for the return to work period in ~~(d)~~ (c) above, the employee shall reimburse the Employer for the benefits above on a pro rata basis.

15.4 Care and Nurturing

If a regular employee terminates as a result of a decision to raise a dependent child or children, and is re-employed on application, he/she shall be credited with the length of service accumulated at the time of termination for the purposes of benefits based on service seniority. The following conditions shall apply:

- (a) The employee must have been a regular employee with at least three years of service seniority at the time of termination.
- (b) The resignation must indicate the reason for termination is to raise a dependent child or children.
- (c) During the employee's break in service, which is not to exceed six years, the employee must not have engaged in full-time remunerative employment for any period in excess of 13 weeks.

- (d) The previous length of service shall not be reinstated until successful completion of the probationary period on re-employment.

15.5 Seniority Rights Upon Re-employment Return from Leave

- (a) An employee on leave under Article 15 shall earn seniority during the period of such leave.
- (b) An employee shall be deemed to have resigned on the date upon which leave under Article 15 ~~commenced~~ expired if written notice of intent to return to employment ~~if an application for re-employment is not made received by the employer~~ four weeks prior to the expiration of the leave or if he/she ~~does not~~ fails to return as soon as the leave ends. ~~after having applied for re-employment.~~
- (c) On return from leave granted under this article, an employee shall be placed in his/her former position or in a **comparable position of equal rank and salary.**

~~18.2 Basic Medical Insurance~~

~~All regular employees, whether full time or part time, may choose to be covered by the Medical Plan for which the Medical Services Plan of BC is the licensed carrier. The Employer will pay 100% of the regular premium.~~

21.6 Copies of the Agreement

- (a) The cover of the agreement should read as follows:

Collective Agreement
between
The College Board of
Northern Lights College

and
B.C. Government and Service Employees' Union (BCGEU)
(Local 0710 NLC Support)
Effective from July 1, 2014 2019 to June 30, 201922

- (b) This agreement shall be printed in a union shop and bear a recognized union insignia.

The Union and the Employer desire every employee to be familiar with the provisions of this agreement, and their rights and obligations under it. For this reason, the Union and the Employer will make the agreement available electronically to all employees. A limited number of copies will be printed for distribution to the Union and Employer. The cost of such printing and distribution shall be borne equally by the parties.

Appendix 1- Excluded Classes

President (1)
Vice President (2)
Associate Vice President (2)
Campus Administrator ~~(5)~~(3)
Dean ~~(5)~~ (3)
Associate Dean (3)
Financial Services Manager (1)
~~Information Systems Manager (1)~~
Chief Information Officer (1)
Confidential Secretary (2)
Executive Assistant ~~(2)~~(1)
~~Payroll/Benefits Administrator (1)~~
Payroll/Benefits Manager (1)
~~Contract Services Coordinator (1)~~
~~Human Resources Administrator (1)~~
Human Resources Advisor ~~(2)~~(3)
~~Administrative Assistant (3)~~
Registrar/~~Dean of Learner Support Services~~ (1)
Associate Registrar (1)
~~Regional Facilities Manager (1)~~
Director of Facilities (1)
Manager of Facilities (1)
~~Director Human Resources (1)~~
Executive Director - NLC Foundation (1)
~~Conflict Resolution Advisor (1)~~
Health, Safety and Environmental Advisor (1)
~~Communications/Marketing Manager (1)~~
Director, International Education (1)
Director of Marketing and Communications (1)
Director of Aboriginal Education (1)
Director of Capital Projects (1)
Director, Student Services (1)

SUBSTANTIVE:

7.3 Union Representatives

The Employer agrees that access to its premises will be granted to ~~members of the staff union representatives of the Union~~ or stewards when dealing or negotiating with the Employer, as well as for the purpose of investigating and assisting in the settlement of a grievance.

~~Members-Union representatives or stewards of the union~~ shall notify the excluded designated supervisory official in advance of their intention and their purpose for entering and shall not interfere with the operation of the College or section concerned.

In order to facilitate the orderly, as well as the confidential, investigation of grievances, the Employer will make available to union representatives or stewards temporary use of an office or similar facility.

8.1 Hours of Work

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

Part-time employees will receive a Second Shift Premium for all hours worked between 6:00pm and 9:30pm.

(d) Evening Security Personnel may be required to work the following hours of work:

- (1) Four days on, four days off
- (2) Shift starts at ~~1:00~~ 4:00 p.m. to ~~12:00~~ 3:00 a.m. inclusive of rest periods (paid)
- (3) One hour **unpaid** meal period (~~6:00 p.m. to 7:00 p.m. unpaid~~)
- (4) Third shift premium to apply to all hours worked;
- (5) Provisions of Article 11 as per the current agreement.

10.11 Overtime for Part-Time Workers

Part-time employees working less than the normal hours per day of a full-time employee, and who are required to work longer than their regular working day, shall be paid at the rate of straight-time for the hours so worked, up to and including the normal hours in the working day.

Regular overtime rates shall apply after the normal hours in the working day, and for all work performed on holidays and Saturdays and Sundays (if not regularly scheduled).

Seasonal Employees shall have the option of straight time pay or time in lieu for hours worked on regular days off.

12.1 Vacation

- (a) A regular full-time employee who has received at least 10 days' pay at straight-time rates for each calendar month will have an annual vacation entitlement as follows:

First to fifth vacation year ... ~~17~~ **119** working days **hours**
Sixth vacation year~~18~~ **126** working days **hours**
Seventh vacation year~~19~~ **133** working days **hours**
Eighth vacation year~~20~~ **140** working days **hours**
Ninth vacation year~~21~~ **147** working days **hours**

Tenth vacation year~~22~~ **154** working days hours
 Eleventh vacation year~~23~~ **161** working days hours
 Twelfth vacation year~~24~~ **168** working days hours
 Thirteenth to nineteenth~~25~~ **175** working days hours
 Twentieth vacation year~~30~~ **210** working days hours

- (b) The period between Christmas and New Year's not designated as paid holiday in Article 11.1 is considered to be time off with pay. This does not preclude the Employer from making specific arrangements to have skeleton staff working during this period to maintain basic college operations. Employees so scheduled will be given compensatory time off on an hour off for an hour worked basis. Specific arrangements for skeleton staff will be made with as much notice as possible and following consultation with qualified employees.
- ~~(c) *Conversion of Hours* Where an employee is granted vacation pursuant to this article, and where the regularly scheduled workday is greater than seven hours per day, the annual vacation entitlement shall be converted to hours on the basis of a seven hour day and deducted accordingly.~~
- ~~(d)~~ (c) Employee engaged on a part-time basis shall be entitled to annual vacation on a pro rata basis as above.

NEW - 14.XX- Compassionate Care Leave

In accordance with the *Employment Standards Act of B.C.*, an employee will be granted a compassionate care leave of absence without pay for up to twenty-seven (27) weeks to care for a gravely ill family member. For the purpose of this article, "family member" includes immediate family as well as other relatives and individuals considered to be like family, whether or not related by marriage, common-law partnership, or any legal parent-child relationship. In order to be eligible for this leave, the employee must provide a medical certificate as proof that the ill family member needs care or support and is at risk of dying within twenty-six weeks.

An employee who is granted a compassionate care leave of absence to care for a gravely ill family shall be entitled to the benefits as follows:

- (a) The employee's benefit coverage will continue for the duration of the compassionate care leave, to a maximum of twenty-seven (27) weeks, and the premium payment shall be on the same basis as if the employee were not on leave.
- (b) Where an employee elects to buy back pensionable service for part or all of the duration of the compassionate care leave, to a maximum of twenty-seven (27) weeks, the employer will pay the employer portion of the pension contribution in accordance with the Pension Plan regulations.
- (c) Compassionate care leave, up to a maximum of twenty-seven (27) weeks, shall be treated as continuous employment for the purposes of seniority accrual under the Agreement.
- (d) An employee who returns to work following a leave granted under this provision shall be placed in the position the employee held prior to the leave, or in a comparable position.

Additional Leave

Should an employee require additional time to care for a gravely ill family member, additional leave may be granted beyond the twenty-seven (27) week period specified. Such additional leave shall be in accordance with the *Employment Standards Act of BC*, including the certification criteria specified in the Act.

14. New Leave for Domestic Violence

Where leave from work is required due to an employee and/or an employee's dependent child being a victim of domestic violence, the employee shall be granted leave in each calendar year, in accordance with the *Employment Standards Act*, as follows:

- (a) up to 10 days of unpaid leave to be taken intermittently or in one continuous period; and
- (b) up to 15 weeks of unpaid leave.

Notwithstanding the above, the Employer will provide pay for three (3) of the days referenced in (a) above. In the event existing legislation is changed regarding domestic violence leave to provide more than three (3) days paid leave, the Employer will provide such leave consistent with the legislation. (No stacking of entitlements.)

14.4 Full-Time Union or Public Duties

~~The Employer shall grant, on written request, leave of absence without pay:~~

- ~~(a) for employees to seek election in a municipal, provincial, or federal election for a maximum period of 90 days;~~
- ~~(b) for employees selected for a full-time position with the Union or any body to which the Union is affiliated for a period of one year;~~
- ~~(c) for employees elected to a public office for a maximum period of five years.~~

(a) The Employer shall grant, on written request, leave of absence without pay:

- (1) for employees elected to a full-time position with the Union for a period of one year;
- (2) for an employee elected to the position of President or Treasurer of the B.C. Government and Service Employees' Union for one term. Requests for leave will be renewed, upon written request.
- (3) for an employee elected to any body to which the Union is affiliated for a period of one year.

(b) The Employer shall grant, on written request, leave of absence without pay:

- (1) For employees to seek election in a municipal, provincial, federal, First Nation or other Aboriginal election for a maximum period of 90 days;

- (2) For employees elected to a public office for a maximum period of five years.

18.3 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 17.5 hours per week (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 ~~\$600~~ \$1500 every five years.
- (e) ~~Effective January 1, 2014,~~ The Employer will pay 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 ~~\$500~~ \$650 per 24 month period per covered person when prescribed by a physician or optometrist.

While not to be included in the collective agreement, effective **November 1, 2021** the reimbursement for professional services will be amended from ~~\$10~~ to \$20 per visit maximum for the first five (5) visits per calendar year.

18.9 Legislative Changes

If the premiums paid by the Employer for any employee benefit covered by this agreement is reduced as a result of any legislative or other action, the amount of the saving shall be used to increase other benefits available to the employees, as may be mutually agreed between the parties.

***See Memorandum of Understanding re Article 18.9 – Legislative Changes for clarity on the application of this Article.**

Memorandum of Understanding (NEW)

Re: Article 18.9 – Legislative Changes

Changes to the Employer Health Tax or any other premium imposed for purposes similar to the Medical Services Plan premium are excluded and will not be required to be used to increase other employee benefits. If the Employer Health Tax is eliminated and not replaced with another form of Employer paid benefits, Article 18.9 will be triggered.

If Article 18.9 is triggered, the liability arising from the amount of savings from the legislative changes to the MSP savings is based on 2017. The parties will endeavour to mutually agree on the liability arising from the MSP savings based on 2017 projected forward. If the parties cannot agree, any party may refer the matter to arbitration.

The liability arising in this Memorandum of Understanding shall expire on March 31, 2022 unless renewed by mutual agreement of the parties.

19.1 Protective Clothing

The Employer shall provide, upon presentation of receipts, an annual allowance of up to \$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~~ and cafeteria workers.

20.8 Vehicle Allowance

Vehicle allowance for all kilometres travelled on college business shall be paid to employees required to use their own vehicles in the performance of their duties. The allowance shall cover kilometres to and from the employee's place of residence only when the employee is required to have his/her vehicle at work for use in the performance of his/her duties. Rates and regulations shall be established and subject to review and revision during the life of this agreement by negotiations between the parties.

Rates:

~~45¢ per km, effective November 1, 2005~~ As per Northern Lights College Travel policy F-3.10.

20.9 Meal Allowances

Employees on travel status away from their campus or learning centre shall be entitled to a meal allowance for the time spent away from the campus or learning centre. The allowance paid shall be:

~~Effective November 1, 2005 – \$39.50 per day~~

Breakfast \$9.00

Lunch \$11.00

Dinner \$19.50

As per Northern Lights College Travel policy F-3.10.

20.11 Temporary Assignment Travel – Travel for Employees – Transportation for Employees

- (a) Remains the same
- (b) Remains the same

- (c) Regular employees who are required to travel shall be provided, upon request, with an adequate travel advance to a maximum of 75% of anticipated costs. ~~The amount of advance will be determined by such factors as time away~~

24.2 Seniority List

The Employer shall maintain, post and update annually at each campus and learning centre, a service seniority list showing the ~~date~~ accrued hours of work for each regular employee from the commencement of regular ~~commenced~~ employment with the College.

An up-to-date service seniority list shall be sent to the President of the Union once per year.

24.3 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 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 faculty ~~for a period of less than six months~~ shall retain and accrue seniority.

A regular employee on leave to take a temporary appointment within the College shall retain, and accrue seniority during the time spent on the temporary appointment.

An employee on a claim recognized by WorkSafeBC 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 24.4, he/she voluntarily terminates his/her employment or abandons his/her position.
- (c) He/she is on layoff for more than one year.
- ~~(d) If he/she takes a temporary appointment within the College for over six months they shall retain, and but not accrue seniority during the time spent on the temporary appointment for up to 12 months~~
- (e) He/she is employed on a temporary appointment and declines three separate offers to temporary work on three separate occasions in a six month period.

Article 25 Temporary and Seasonal Employees

25.1 Temporary Employees

- (a) An employee will be considered to be temporary if he/she is employed to work for a duration of less than 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 1522.5 hours.
- (c) If any temporary employee is employed longer than 1522.5 hours in a two year period he/she will automatically be considered to be a regular employee with 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 30 working days of temporary employment within any two 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 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.
- (h) Notwithstanding Article 25(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 24.
- (i) Except as otherwise noted in this article, the provisions of Articles 11, 12, 13, 14, 15, 18, 24, and 27 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.

- (j) Temporary employees are not entitled to accumulate vacation credits or sick leave credits but will be paid the equivalent of 6% of their earnings in lieu of vacation credits.
- (k) Temporary employees shall receive compensation of \$.50 per hour worked in lieu of health and welfare benefits.
- (l)
 - (1) Temporary employees who work the day before and the day after a paid holiday, or who have worked 15 of the previous 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.
- (m) Court actions arising from employment which requires a temporary employee's attendance at court shall be with pay.

~~25.2 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 25 NEW Temporary and Seasonal Employees

~~25.1 Temporary Employees~~

- ~~(a) An employee will be considered to be temporary if he/she is employed to work for a duration of less than 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 1522.5 hours.~~
- ~~(c) If any temporary employee is employed longer than 1522.5 hours in a two year period he/she will automatically be considered to be a regular employee with 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 30 working days of temporary employment within any two 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 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.~~
- ~~(h) Notwithstanding Article 25(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 24.~~
- ~~(i) Except as otherwise noted in this article, the provisions of Articles 11, 12, 13, 14, 15, 18, 24, and 27 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.~~
- ~~(j) Temporary employees are not entitled to accumulate vacation credits or sick leave credits but will be paid the equivalent of 6% of their earnings in lieu of vacation credits.~~
- ~~(k) Temporary employees shall receive compensation of \$.50 per hour worked in lieu of health and welfare benefits.~~
- ~~(l)~~
~~(1) Temporary employees who work the day before and the day after a paid holiday, or who have worked 15 of the previous 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.~~
- ~~(m) Court actions arising from employment which requires a temporary employee's attendance at court shall be with pay.~~

25.2 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.

Renumber as required and agreed.

Article 26 - Service Career Policy

26.3 Notification

Unsuccessful in-service applicants to posted positions will be notified ~~by telephone~~ in writing of the name and classification of the successful applicant. ~~The unsuccessful applicants shall be notified in writing of the reasons why they were unsuccessful.~~ Unsuccessful applicants may if they request such reasons why they were unsuccessful within two working days of receiving notification of the name and classification of the successful applicant. Where no such requests have been received within two working days of receiving notification, the appointment of the successful applicant may be confirmed.

30.4 Time Limits to Present Initial Grievance

An employee who wishes to present a grievance at Step 2 of the grievance procedure, in the manner prescribed in Article 30.5, must do so no later than ~~10~~ 15 working days after the date:

- (a) on which he/she was notified orally or in writing, of the action or circumstances giving rise to the grievance;
- (b) on which he/she first became aware of the action or circumstances giving rise to the grievance.

Article 32 – Term of Agreement

32.1 Duration

This agreement shall commence July 1, 2014~~19~~, and be binding and remain in effect to midnight June 30, 2019~~22~~.

32.2 Notice to Bargain

- (a) This agreement may be opened for collective bargaining by either party giving written notice to the other party on or after April 1, 2019~~22~~, but in any event no later than April 30, 2019 22.

- (b) Where no notice is given by either party prior to April 30, 2019~~22~~ both parties shall be deemed to have been given notice under this section on April 30, 2019~~22~~ and thereupon Article 33.3 of the agreement applies.
- (c) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the Employer shall be given by the President or his/her designate.

RENEW:

APPENDIX 2 – Short-Term Disability

APPENDIX 3 – Long Term Disability

APPENDIX 4 – Medical Travel Referral Benefit

APPENDIX 5 – Joint Job Evaluation Plan Manual

APPENDIX 6 – Classification Schedule

REVISE: APPENDIX 7 – Salary Schedule – Support Services

All wage scales for classifications or position in the collective agreement shall be increased by the following percentages effective on the dates indicated:

- (a) Effective July 01, 2019, all wage scales shall be increased by two percent (2%). The new rates shall be rounded to the nearest whole cent or dollar as appropriate.
- (b) Effective July 01, 2020, all wage scales shall be increased by two percent (2%). The new rates shall be rounded to the nearest whole cent or dollar as appropriate.
- (c) Effective July 01, 2021, all wage scales shall be increased by two percent (2%). The new rates shall be rounded to the nearest whole cent or dollar as appropriate.

These wage increases shall apply to all current employees who are members of the bargaining unit on the date of ratification of the applicable local agreement.

REVISE: APPENDIX 8

(See Article 32.2)

R. Keras Chris Sullivan

Colin Taylor

G. Beaulieu John Hall

B. Foley Mark Brown

Corrin Bell

Julie Nichols

LETTERS OF UNDERSTANDING (LOU'S)

RENEW – Letter of Understanding #1

Re: Integration with the University of Northern British Columbia

RENEW – Letter of Understanding #2

Re: Job Share

DELETE– Letter of Understanding #3

Re: System Wide Job Registry

RENEW – Letter of Understanding #4

Re: Human Resources Database

REVISE – Letter of Understanding #5

Re: Student Employment

The parties recognize the value of Northern Lights College providing meaningful student employment opportunities to support students' needs to gain employment skills and on-the-job training. During the term of this agreement, there may be work performed by students in accordance with the following terms and conditions. Student employment will be utilized only to accomplish specified work requirements of a limited duration.

Work Study Program and Seasonal Student Employment

1. Students hired to carry out the principal duties of a job covered by an existing classification specification shall be classified accordingly and paid according to the rate established for that position. No student shall be employed for such duties while qualified and available members of the bargaining unit are on layoff status, nor shall students replace or fill positions contained within the bargaining unit. For the purposes of this Memorandum, the Joint Job Evaluation Committee shall determine whether students are carrying out the principal duties of the job.

2. Students hired to carry out special jobs not normally carried out by employees in the bargaining unit shall be entitled to the rates of pay outlined in Appendix "A" to this Memorandum.

3. "Seasonal Student Employment" means a period not to exceed four consecutive months (16weeks).

Remainder of LOU #5 unchanged.

DELETE – Letter of Understanding #6 (Revised and moved into body of agreement)

Re: Security Personnel

~~The parties agree to the College's request to change the shift schedules for the two Security Personnel on the Dawson Creek Campus as follows:~~

~~Commencing August 28th, 2000~~

~~Four days on, four days off~~

~~Shift starts at 1:00 p.m. to 12:00 a.m. inclusive of rest periods (paid)~~

~~One hour meal period (6:00 p.m. to 7:00 p.m. unpaid)~~
~~Third shift premium to apply to all hours worked~~
~~Provisions of Article 11 as per the current agreement~~

RENEW – Letter of Understanding #7
Re: Claims Review Committee

DELETE – Letter of Understanding #8
RE: Modified Workweek

DELETE – Letter of Understanding #9
Re: Economic Stability Dividend

REVISED – Letter of Understanding #.XX (LOU was agreed to as a mid-contract modification and is now being incorporated into the collective agreement)

RE: ECE Wage Enhancement

The BC Government announced on September 5, 2018 funding to support its Early Care and Learning Recruitment and Retention Strategy. This announcement included funding available for qualified providers to support a \$1.00 per hour wage enhancement in early 2019, and another \$1.00 per hour wage enhancement on April 1, 2020 for Early Childhood Educators (ECEs).

In order to qualify for this funding, providers and staff must meet the eligibility criteria provided by the government. Provided the institution meets all the conditions set out by government, is eligible and in receipt of the funding under the program, the ECE Wage Enhancement will occur and be provided to qualified ECE employees, in accordance with the following:

- 1) Contingent on the Institution receiving the funding through this program, eligible ECE employees in the following positions in the Day Care Centre will receive the ECE Wage Adjustment of \$1.00 per hour (up to a maximum of 1965 hours per month):
 - Daycare Supervisor
 - Daycare Assistant
 - Daycare Aide
- 2) To be eligible, employees must:
 - a) Hold a valid Early Child Educator, Infant and Toddler Educator, and/or Special Needs Educator certification issued by the BC ECE Registry, and
 - b) Be in good standing with the BC ECE Registry, meaning their certificate has not been cancelled or suspended, and
 - c) Be a front-line ECE directly employed on a full- or part-time/casual basis who spends 50% or more of their working time at Child Care Services providing direct care to enrolled children, and
 - d) Sign a written consent form that confirms their knowledge, consent and authorization for Northern Lights College to provide their full name, ECE Registration #, ECE certification expiry date, their wage, and total number of hours worked to the Province of BC.

- 3) Should the institution no longer be in receipt of the funding through this program, the program ceases, or should the employee no longer hold an ECE in good standing with the BC ECE Registry, then the ECE Wage Enhancement will also cease.

This amendment is made on a without prejudice and precedent basis, and cannot be relied upon as an interpretation of the positions or the job evaluation process/system.

This amendment is in effect for the 2019-2022 term of the collective agreement between Northern Lights College and the BCGEU Local 0710 (NLC Support) and will remain in effect until its renewal.

NEW - LETTER OF UNDERSTANDING # XX

Re: Public Sector General Wage Increase

1. If a public sector employer as defined in s. 1 of the *Public Sector Employers Act* enters into a collective agreement with an effective date after December 31, 2018 and the first three (3) years of the collective agreement includes a cumulative nominal (not compounded) general wage increase of more than 6%, the general wage increase in the 2019-2022 Collective Agreement will be adjusted on the third anniversary of the 2019-2022 Collective Agreement so the cumulative nominal (not compounded) general wage increases are equivalent. This Letter of Understanding is not triggered by any general wage increase awarded as a result of binding interest arbitration.
2. A general wage increase and its magnitude in any agreement is as defined by the PSEC Secretariat and reported by the Secretariat to the Minister of Finance.
3. For certainty, a general wage increase is one that applies to all members of a bargaining unit and does not include wage comparability adjustments, targeted lower wage redress adjustments, labour market adjustment, service improvement allocations, and is net of the value of any changes agreed to by a bargaining agent for public sector employees to obtain a compensation adjustment.
4. This Letter of Understanding will be in effective during the term of the 2019-2022 Collective Agreement.

NEW – Letter of Understanding #XX

RE: MSP Funding

The parties recognize that the method of funding MSP has been changed from an individually paid premium system to a system funded by an employer paid payroll tax.

If the government, at any time in the future, reverts to an individually paid premium system for basic medical insurance, the parties agree that the employer will pay 100% of the premium for employees on the same basis as exists in the 2014-2019 collective agreement.

NEW – Letter of Understanding #XX
Re: Staff Development and Training Fund

It is expected that over the life of the next collective agreement, Northern Lights College will continue to face a shortage of skilled workers causing staffing shortages that negatively impact services to students. The parties to this agreement recognize that the welfare of the College as well as the currency and competency of the employees requires a sharpened focus on training and development.

The Service Improvement Allocation presents an opportunity to establish a Staff Development and Training Fund ("the fund") to encourage and assist employees in maintaining and improving skills to prepare for more complex positions in the foreseeable future; thereby mitigating these staffing shortages.

Staff Development and Training Fund

During Year 1, the funding allocation of \$15,000 will be allocated to the Staff Development Fund. Thirty percent (30%) of the fund will be used to sponsor College-wide in-house group courses. The remainder of the fund will be used for Job Training or Career Development purposes. Any unspent balance at the end of each fiscal year shall be carried forward and added to the allocation for the next fiscal year.

During Year 2 the funding allocation of \$30,000 will be allocated to the Staff Development Fund. Thirty percent (30%) of the fund will be used to sponsor College-wide in-house group courses. The remainder of the fund will be used for Job Training or Career Development purposes. Any unspent balance at the end of each fiscal year shall be carried forward and added to the allocation for the next fiscal year.

During Year 3 and beyond, the funding allocation of \$45,500 will be allocated to the Staff Development Fund. Thirty percent (30%) of the fund will be used to sponsor College-wide in-house group courses. The remainder of the fund will be used for Job Training or Career Development purposes. Funds not allocated within a calendar year will be carried over for one year only.

Job Training

Job training is intended to assist employees in maintaining and improving knowledge and skills, in order that the employee may perform the duties outlined in the position description.

Career Development

The employees and the College benefit from career development, which enables the employees to prepare for promotional advancement within the College and to improve their present knowledge and skills.


The Staff Development and Training Committee ("the Committee")

The College and the Union shall establish a jointly administered Staff Development and Training Committee. The Committee shall consist of two representatives of the College and two representatives of the Union.

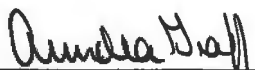
The guidelines for the administration of the Staff Development and Training Fund will be established by the Committee and approved by Northern Lights College and BCGEU (Local 0710 – Support Staff).

AGREED TO:


On behalf of Northern Lights College




Jessie Drew

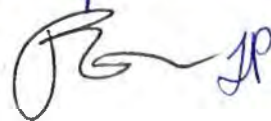



On behalf of the BCGEU (Local 0710 – NLC Support)



Kathy Weaver



Northern Lights College & BCGEU (Local 0710 – NLC Support)

Effective the date of ratification, unless otherwise stated, the employer and union agree to the following housekeeping amendments:

Housekeeping:

1. The Employer and the Union agree to the following amendments:

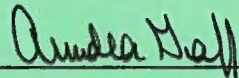
- (a) Replace "her/his" and "his/her" with "their" or "them" as appropriate, and "s/he" with "they" wherever they appear in the agreement to use gender neutral pronouns.
- (b) Change the "*Industrial Relations Act*" to the "*Labour Relations Code*" wherever it appears in the collective agreement.

2. DEFINITIONS – list in alphabetical order.

AGREED TO:

On behalf of Northern Lights College

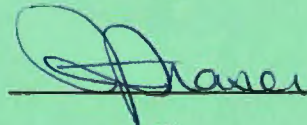
 _____

 _____

Date: DEC. 10/2019

On behalf of the BCGEU (Local 0710 – NLC Support)

 _____

 _____





Effective the date of ratification, unless otherwise stated, the employer and union agree to the following housekeeping amendments:

Housekeeping

ARTICLE 3 - UNION SECURITY

- (a) ~~All employees in the bargaining unit who on October 19, 1976 were members of the Union or thereafter became members of the Union shall, as a condition of continued employment, maintain such membership (subject only to the provisions of Section 11 of the appropriate legislation).~~
- (a) All employees hired on or after October 19, 1976 shall, as a condition of continued employment, become members of the Union, and maintain such membership upon completion of 30 days as an employee (subject only to the provisions of Section 110 of the appropriate legislation Labour Relations Code).
- (b) ~~Nothing in this agreement shall be construed as requiring a person who was an employee prior to October 19, 1976 to become a member of the Union.~~

AGREED TO:

On behalf of Northern Lights College

[Signature]

Randee Bell

Date: Dec. 10/2019

On behalf of the BCGEU (Local 0710 – NLC Support)

[Signature]

[Signature]

[Signature] JP
[Signature]

Northern Lights College & BCGEU (Local 0710 – NLC Support)

Effective the date of ratification, unless otherwise stated, the employer and union agree to the following housekeeping amendments:

Housekeeping

DEFINITIONS

8 (b) Temporary Employee

"Temporary Employee" meaning an employee who is employed subject to the provisions of Article ~~26.1~~ 25 herein

AGREED TO:

On behalf of Northern Lights College

On behalf of the BCGEU (Local 0710 – NLC Support)

[Signature]

[Signature]

[Signature]

[Signature]

Date: DEC. 10 / 2019

[Signature] JP
[Signature]

Effective the date of ratification, unless otherwise stated, the employer and union agree to the following housekeeping amendments:

Housekeeping


12.3 Vacation Scheduling


- (a) The scheduling and taking of vacations shall be on a calendar year basis.
- (b) The calendar year in which an employee's first anniversary falls shall be the first vacation year. For the purpose of additional leave entitlement, the calendar year in which the eighth anniversary falls shall be the eighth vacation year; in which the ninth anniversary falls, the ninth vacation year, etc.
- (c) An employee earns but is not normally entitled to take vacation leave during the first six months of continuous employment. However, with the approval of the ~~Campus Principal or appropriate Program Director~~ supervisor, employees may be permitted to use their accumulated credits.

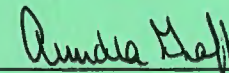
AGREED TO:

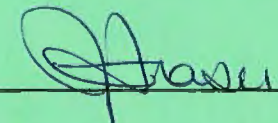
On behalf of Northern Lights College

On behalf of the BCGEU (Local 0710 – NLC Support)












Date: DEC. 10/2019

Northern Lights College & BCGEU (Local 0710 – NLC Support)

Effective the date of ratification, unless otherwise stated, the employer and union agree to the following housekeeping amendments:

Housekeeping

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 10 workdays per calendar year unless additional special leave is approved by the Employer.

AGREED TO:

On behalf of Northern Lights College

On behalf of the BCGEU (Local 0710 – NLC Support)

[Signature]

[Signature]

[Signature]

[Signature]

Date: DEC. 10/2019

[Signature] JP

[Signature]

Northern Lights College & BCGEU (Local 0710 – NLC Support)

Effective the date of ratification, unless otherwise stated, the employer and union agree to the following housekeeping amendments:

Housekeeping

Article 18 – Health and Welfare

18.1 Preamble

- (a) The College shall give each new employee the opportunity to complete the applications for benefit coverage and advise of the effective date of coverage for all negotiated benefit plans prior to commencement of any other duties with the College. Without limiting the generality of the foregoing, these plans shall include the following:

- (1) Medical Services Plan until June 30, 2020
- (2) Extended Health Plan
- (3) Dental Plan, Parts A, B, and C
- (4) Group Life Insurance
- (5) Accidental Death, Dismemberment, and loss of sight.

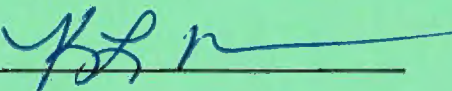
No change to (b), (c), (d), (e), (f), (g) and (h).

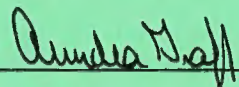
AGREED TO:

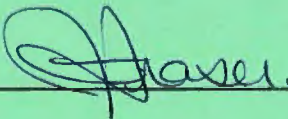
On behalf of Northern Lights College

On behalf of the BCGEU (Local 0710 – NLC Support)

_____

_____

_____

_____

Date: DEC. 10/2019

Northern Lights College & BCGEU (Local 0710 – NLC Support)

Effective the date of ratification, unless otherwise stated, the employer and union agree to the following housekeeping amendments:

Housekeeping

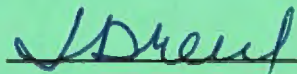
20.4 Substitution Pay

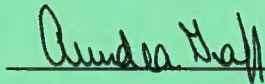
(a) When an employee temporarily substitutes in, or performs the principal duties of a higher-paying position, he/she shall receive the rate for the job where a single rate is established. If a salary range is established, he/she shall receive the minimum rate of the new salary range or the rate in the new salary range which is the closest step to 8% above his/her current rate, whichever is greater, but not more than the top of the new salary range.

(b) Substitution pay is not payable when an employee has not been designated by the Employer to substitute, or where an employee's current position normally requires periodic substitution in the higher position as defined in the functional job description.

AGREED TO:

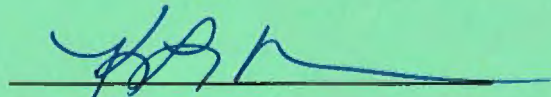
On behalf of Northern Lights College

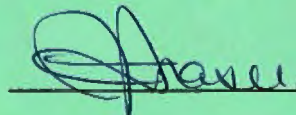


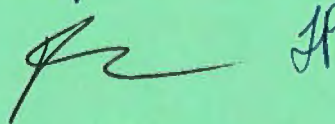


Date: Dec. 10/19

On behalf of the BCGEU (Local 0710 – NLC Support)











Northern Lights
College

11401 8 Street
Dawson Creek, British Columbia V1G 4G2

December 12, 2019

Ms. Kathy Weaver
BCGEU Staff Representative

Dear Kathy:

Re: Agreement to extinguish liabilities and allocation of savings under Article 18.9 relating to reduction in premiums for MSP

In accordance with Article 18.9 of the Collective Agreement between Northern Lights College and the BCGEU (Local 0710 – NLC Support) the parties agree that the savings resulting from the legislative reduction in the premium paid by the Employer for MSP amounts to a one-time payment of \$67,773. The one-time payment will occur after ratification of the (2019-2022) Agreement. This letter will confirm the parties agree that the one-time payment extinguishes any and all liabilities under Article 18.9 with respect to the reduction in the premium paid by the Employer for MSP.

The parties will mutually determine the appropriate allocation of these funds, which includes the option of a lump sum payment or to direct money to training, education, etc.

Sincerely,

Anndra Graff
Vice President Finance & Corporate Services

December 5, 2019

Agreement to extinguish liabilities and allocation of savings under Article 18.9 relating to reduction in premiums for MSP

This letter confirms the parties agree that the one-time payment of \$67,773 extinguishes any and all liabilities under Article 18.9 of the BCGEU and Northern Lights College – Support (06/2019) Agreement with respect to the reduction in the premium paid by the Employer for MSP. The parties agree that the one-time payment shall be allocated after ratification of the (06/2022) Agreement as follows:

- (a) Regular full-time employees existing at the date of ratification will receive a one-time payment of approximately \$ ____ (subject to statutory deductions);
- (b) Regular part-time employees existing at the date of ratification will receive a one-time payment of approximately \$ ____ (subject to statutory deductions);
- (c) The above approximate amounts in (a) and (b) are subject to change based on the number of BCGEU bargaining unit employees at the date of ratification;
- (d) Employees who are on LTD or Maternity/Parental leave at the date of ratification shall receive the one-time payment.

Agreed:

For the Union:

Bargaining Chair

BCGEU Representative

For the Employer:
