

**COLLECTIVE AGREEMENT**

**between the**

**NORTHWEST COMMUNITY COLLEGE**

**and the**

**B.C. GOVERNMENT AND SERVICE  
EMPLOYEES' UNION (BCGEU)**

**representing Employees of Local 712  
Support Staff Bargaining Unit**

**Effective to June 30, 2006**

## TABLE OF CONTENTS

<b>DEFINITIONS</b> .....	<b>1</b>
<b>DEFINITIONS – COMMON AGREEMENT</b> .....	<b>4</b>
<b>ARTICLE 1 - PREAMBLE</b> .....	<b>5</b>
<b>1.1</b> Purpose of Agreement .....	5
<b>1.2</b> Future Legislation .....	5
<b>1.3</b> Conflict with Regulations .....	5
<b>1.4</b> Notice of Legislative Change .....	5
<b>1.5</b> Singular and Plural.....	5
<b>1.6</b> Human Rights .....	5
<b>1.7</b> Sexual Harassment.....	5
<b>1.8</b> Personal Harassment.....	6
<b>ARTICLE 2 - UNION RECOGNITION AND RIGHTS</b> .....	<b>7</b>
<b>2.1</b> Bargaining Unit Defined .....	7
<b>2.2</b> Bargaining Agent Recognition.....	8
<b>2.3</b> Correspondence .....	8
<b>2.4</b> No Other Agreement .....	8
<b>2.5</b> No Discrimination for Union Activity .....	8
<b>2.6</b> Recognition and Rights of Stewards .....	8
<b>2.7</b> Bulletin Boards .....	9
<b>2.8</b> Union Insignia.....	9
<b>2.9</b> Right to Refuse to Cross Picket Lines or Handle "Hot Products" .....	9
<b>2.10</b> Time Off for Union Business .....	9
<b>2.11</b> Emergency Services.....	10
<b>ARTICLE 3 - UNION SECURITY</b> .....	<b>10</b>
<b>ARTICLE 4 - CHECK-OFF OF UNION DUES</b> .....	<b>10</b>
<b>ARTICLE 5 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES</b> .....	<b>11</b>
<b>ARTICLE 6 - EMPLOYER'S RIGHTS</b> .....	<b>12</b>
<b>ARTICLE 7 - EMPLOYER/UNION RELATIONS</b> .....	<b>12</b>
<b>7.1</b> Union and Employer Representation .....	12
<b>7.2</b> Union Representatives .....	12
<b>7.3</b> Technical Information .....	12
<b>7.4</b> Jurisdictional Dispute Resolution Process .....	13
<b>ARTICLE 8 - GRIEVANCES</b> .....	<b>14</b>
<b>8.1</b> Grievance Procedure.....	14
<b>8.2</b> Step 1.....	14
<b>8.3</b> Time Limits to Present Initial Grievance .....	14
<b>8.4</b> Step 2.....	14
<b>8.5</b> Time Limit to Reply at Step 2 .....	14
<b>8.6</b> Failure to Act .....	15
<b>8.7</b> Time Limits to Submit to Arbitration .....	15
<b>8.8</b> Administrative Provisions .....	15
<b>8.9</b> Dismissal or Suspension Grievance .....	15
<b>8.10</b> Deviation from Grievance Procedure.....	15
<b>8.11</b> Policy Grievance.....	16
<b>8.12</b> Technical Objections to Grievances.....	16
<b>8.13</b> Effective Date of Settlements .....	16

8.14	Investigator.....	16
8.15	Amending Time Limits .....	16
<b>ARTICLE 9 - ARBITRATION.....</b>		<b>16</b>
9.1	Notification .....	16
9.2	Single Arbitrator .....	17
9.3	Single Arbitrator Procedure.....	17
9.4	Expedited Arbitration .....	17
9.5	Disagreement on Decision.....	18
9.6	Expenses of Arbitrator .....	18
9.7	Amending Time Limits .....	18
<b>ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE.....</b>		<b>18</b>
10.1	Burden of Proof .....	18
10.2	Dismissal.....	18
10.3	Suspension .....	18
10.4	Dismissal and Suspension Grievance.....	18
10.5	Right to Grieve Other Disciplinary Action .....	18
10.6	Employee Appraisal Forms .....	19
10.7	Personnel File.....	19
10.8	Right to Have Steward Present.....	19
10.9	Rejection During Probation.....	19
<b>ARTICLE 11 - SENIORITY, LAYOFF AND RECALL .....</b>		<b>20</b>
11.1	Seniority .....	20
11.2	Seniority List.....	20
11.3	Letter of Appointment .....	20
11.4	Seniority During Initial Probation.....	20
11.5	Seniority Accrual .....	20
11.6	Seniority Breaks.....	21
11.7	Bridging of Service.....	21
11.8	Loss of Seniority .....	21
11.9	Layoff.....	21
11.10	Application.....	22
11.11	Recall.....	22
11.12	No New Employees .....	23
11.13	Job Stability.....	23
<b>ARTICLE 12 - LABOUR ADJUSTMENT .....</b>		<b>23</b>
12.1	Employer Commitments.....	23
12.2	Menu of Labour Adjustment Strategies .....	23
12.3	Layoffs May Occur.....	24
12.4	No Stacking of Entitlements.....	24
<b>ARTICLE 13 - SERVICE CAREER POLICY .....</b>		<b>24</b>
13.1	Union Observer.....	24
13.2	Notification .....	24
13.3	Appeal Procedure.....	24
13.4	Relocations.....	24
13.5	Transfers Without Posting.....	24
13.6	Interview Expenses .....	25
13.7	Appointment Procedures .....	25
13.8	Postings .....	25
13.9	Employee Training .....	26
13.10	Vehicles.....	26

13.11	Instructor's Diploma.....	26
13.12	Exchange Programs .....	26
13.13	Selection Committee.....	26
<b>ARTICLE 14 - HUMAN RESOURCES DATABASE.....</b>		<b>27</b>
14.1	Human Resources Database .....	27
<b>ARTICLE 15 - SYSTEM-WIDE ELECTRONIC JOB REGISTRY .....</b>		<b>27</b>
15.1	Posting.....	27
15.2	Electronic Registry of Eligible Employees (Registrants).....	28
15.3	Application Procedures.....	28
15.4	Registrant Applying for Vacancies .....	28
15.5	Rights of Registrants.....	28
<b>ARTICLE 16 - JOB SECURITY/SENIORITY RIGHTS.....</b>		<b>29</b>
16.1	Application of Agreement .....	29
16.2	Job Security.....	29
16.3	Notice of Layoff.....	29
16.4	Severance, Retraining and Recall.....	29
<b>ARTICLE 17 - HOURS OF WORK .....</b>		<b>31</b>
17.1	Hours of Work .....	31
17.2	Work Schedules .....	31
17.3	Conversion of Hours.....	33
17.4	Rest Periods and Clean-up Time .....	33
17.5	Meal Periods .....	33
17.6	Work Locations/Points of Assembly/Work Start Times .....	33
17.7	Flexitime .....	34
17.8	Staff Meetings.....	34
<b>ARTICLE 18 - SHIFT WORK .....</b>		<b>34</b>
18.1	Definitions of Shifts and Shift Premiums .....	34
18.2	Shift Premium Entitlement.....	34
18.3	Notice of Work Schedules.....	35
18.4	Short Changeover Premium .....	35
18.5	Exchange of Shifts .....	35
18.6	Shortfall of Annual Working Hours.....	35
18.7	Split Shift .....	35
<b>ARTICLE 19 - OVERTIME .....</b>		<b>36</b>
19.1	Definitions.....	36
19.2	Authorization and Application of Overtime .....	36
19.3	Overtime Entitlement.....	36
19.4	Recording of Overtime .....	36
19.5	Sharing of Overtime .....	36
19.6	Overtime Compensation.....	36
19.7	Overtime Meal Allowance .....	37
19.8	No Layoff to Compensate for Overtime .....	37
19.9	Right to Refuse Overtime.....	37
19.10	Overtime for Part-time Employees .....	38
19.11	Call Out Provisions.....	38
19.12	Rest Interval After Overtime .....	39
<b>ARTICLE 20 - PAID HOLIDAYS.....</b>		<b>39</b>
20.1	Paid Holidays .....	39
20.2	Holidays Falling on Saturday or Sunday .....	39

20.3	Holiday Falling on a Day of Rest.....	39
20.4	Holiday Falling on a Scheduled Workday .....	39
20.5	Holiday Coinciding with a Day of Vacation.....	39
20.6	Christmas or New Year's Day Off.....	40
20.7	Paid Holiday Pay .....	40
<b>ARTICLE 21 - ANNUAL VACATION .....</b>		<b>40</b>
21.1	Annual Vacation .....	40
21.2	Definitions.....	40
21.3	War Service.....	40
21.4	Vacation Earnings for Partial Years.....	41
21.5	Vacation Scheduling.....	41
21.6	Vacation Pay .....	41
21.7	Approved Leave of Absence with Pay During Vacation .....	42
21.8	Vacation Carryover.....	42
21.9	Callback from Vacation.....	42
21.10	Vacation Leave on Retirement.....	42
21.11	Vacation Credits Upon Death.....	42
<b>ARTICLE 22 - SHORT-TERM ILLNESS &amp; INJURY AND LONG TERM DISABILITY .</b>		<b>43</b>
<b>ARTICLE 23 - SPECIAL AND OTHER LEAVES .....</b>		<b>43</b>
23.1	Bereavement Leave .....	43
23.2	Special Leave .....	43
23.3	Family Illness.....	44
23.4	Full-time Union or Public Duties .....	44
23.5	Leave for Court Appearances.....	44
23.6	Leave for Examinations.....	44
23.7	Leave for Taking Courses and Educational Leave .....	45
23.8	Elections.....	45
23.9	General Leave .....	45
23.10	Leave for Medical and Dental Care .....	46
23.11	Maximum Leave Entitlement.....	46
23.12	Emergency Service Leave .....	46
23.13	Canadian Armed Forces .....	46
23.14	Pre-retirement Leave .....	47
23.15	Technical Equipment or New Methods .....	47
23.16	Oaths, X-rays and Medical Examinations.....	47
23.17	Self Funded Leave Plan.....	47
23.18	Leave of Absence for College Committees .....	47
<b>ARTICLE 24 - MATERNITY AND ADOPTION LEAVE .....</b>		<b>48</b>
24.1	Maternity Leave.....	48
24.2	Adoption Leave.....	48
24.3	Seniority Rights on Re-employment.....	48
24.4	Extension of Maternity Leave .....	49
<b>ARTICLE 25 - OCCUPATIONAL HEALTH AND SAFETY.....</b>		<b>49</b>
25.1	Statutory Compliance .....	49
25.2	Joint Occupational Health and Safety Committee .....	49
25.3	Unsafe Work Conditions .....	49
25.4	Injury Pay Provision .....	49
25.5	Transportation of Accident Victims.....	49
25.6	Pollution Control.....	49
25.7	Investigation of Accidents.....	50

25.8	Industrial First Aid Requirements .....	50
25.9	Training Program for Joint Occupational Health and Safety Committee .....	50
25.10	Safe Working Conditions .....	50
25.11	Investigation of Safety Matters .....	51
25.12	Safety Equipment.....	51
25.13	Emergency Survival Techniques.....	51
25.14	Employees Working Alone .....	51
25.15	Repetitive Strain Injury.....	52
25.16	Workplace Violence .....	52
25.17	Whistle Blowing Protection .....	52
<b>ARTICLE 26 - TECHNOLOGICAL CHANGE.....</b>		<b>53</b>
26.1	Definition .....	53
26.2	Notice .....	53
26.3	Reference to Arbitration .....	53
26.4	Arbitrator's Powers .....	53
<b>ARTICLE 27 - CONTRACTING OUT.....</b>		<b>53</b>
27.1	Contracting Out.....	53
<b>ARTICLE 28 - HEALTH AND WELFARE.....</b>		<b>53</b>
28.1	Basic Medical Insurance.....	53
28.2	Extended Health Care Plan.....	53
28.3	Dental Plan.....	54
28.4	Group Life.....	54
28.5	Air Travel Insurance .....	54
28.6	Unemployment Insurance.....	55
28.7	Medical Examination.....	55
28.8	Legislative Changes.....	55
28.9	Health and Welfare Plans .....	55
28.10	Replacement of Personal Supplies .....	55
28.11	Benefit Improvements .....	55
28.12	Pension Plan.....	56
<b>ARTICLE 29 - WORK CLOTHING AND EQUIPMENT.....</b>		<b>56</b>
29.1	Protective Clothing .....	56
29.2	Special Apparel.....	56
29.3	Maintenance of Clothing .....	56
29.4	Union Label .....	56
29.5	Lockers.....	56
29.6	Tools and Equipment.....	56
29.7	Supply and Maintenance of Equipment .....	57
<b>ARTICLE 30 - PAYMENT OF WAGES AND ALLOWANCES.....</b>		<b>57</b>
30.1	Equal Pay .....	57
30.2	Payday .....	57
30.3	Rates of Pay .....	57
30.4	Substitution Pay .....	57
30.5	Rates of Pay on Reclassification or Promotion.....	58
30.6	Pay on Temporary Assignment .....	58
30.7	Downward Classification of Position.....	58
30.8	Vehicle Allowance.....	58
30.9	Meals, Lodging (including Mobile Lodging) and Travel Allowances.....	59
30.10	Transportation for Employees .....	59
30.11	Upgrading Qualifications .....	59

30.12	Relocation Expenses .....	59
30.13	Payment to Dependents on Death .....	59
30.14	Retirement Allowance .....	60
30.15	Salary Rate upon Employment.....	60
30.16	Telephone Allowance .....	60
30.17	Salary Rate on Demotion.....	60
30.18	Hourly, Daily and Partial Biweekly Calculations.....	60
30.19	Hosting Expenses.....	61
30.20	Expenses within Headquarters Area .....	61
30.21	Temporary Assignment Travel.....	61
30.22	Travel Outside Province .....	61
<b>ARTICLE 31</b>	<b>- CLASSIFICATION AND RECLASSIFICATION.....</b>	<b>61</b>
31.1	Classification Specifications and Job Evaluation Plan .....	61
31.2	Job Duties.....	62
31.3	Classification and Salary Adjustments.....	62
31.4	Classification Appeal Procedure .....	62
31.5	Reorganization .....	62
<b>ARTICLE 32</b>	<b>- JOINT COMMITTEE .....</b>	<b>63</b>
32.1	Establishment of a Joint Committee.....	63
32.2	Meetings of Committee .....	63
32.3	Chairperson of Committee .....	63
32.4	Responsibilities of Committee .....	63
32.5	Committee to Allocate Training.....	65
32.6	Reference .....	65
<b>ARTICLE 33</b>	<b>- SECONDMENT.....</b>	<b>65</b>
33.1	Definition .....	65
33.2	Notice of Secondment .....	65
33.3	Provisions of BCGEU Agreement to Apply.....	65
33.4	Employer's Representative Designated to Handle Grievances at the Second Step .....	65
<b>ARTICLE 34</b>	<b>- AUXILIARY EMPLOYEES.....</b>	<b>65</b>
34.1	Letter of Appointment .....	65
34.2	Seniority on Applying for Regular Positions.....	65
34.3	Seniority .....	66
34.4	Loss of Seniority .....	66
34.5	Layoff and Recall.....	66
34.6	Application of Agreement .....	67
34.7	Designated Paid Holidays.....	67
34.8	Annual Vacation .....	67
<b>ARTICLE 35</b>	<b>- GENERAL CONDITIONS .....</b>	<b>67</b>
35.1	Child Care Facilities .....	67
35.2	Indemnity .....	67
35.3	Payroll Deductions.....	68
35.4	Political Activity .....	68
35.5	Copies of Agreement .....	69
35.6	Travel Advance.....	69
35.7	Personal Research .....	69
35.8	Copyrights.....	69
35.9	Positions Temporarily Vacant .....	69
35.10	Cashier Policy .....	70
35.11	Recreational Use of Employer's Vehicles and Communication Facilities.....	70

35.12	Life Long Learning.....	70
<b>ARTICLE 36</b>	<b>- PROFESSIONAL DEVELOPMENT.....</b>	<b>70</b>
36.1	Concept.....	70
36.2	Representation.....	70
36.3	Terms of Reference.....	71
36.4	Allocation.....	71
36.5	Report Terms of Reference.....	71
36.6	Financial Reports.....	71
36.7	Annual Reports.....	71
36.8	Training Activities.....	71
36.9	Substitutes.....	71
36.10	Class Size.....	72
<b>ARTICLE 37</b>	<b>- TERM OF AGREEMENT.....</b>	<b>72</b>
37.1	Duration.....	72
37.2	Notice to Bargain.....	72
37.3	Commencement of Bargaining.....	72
37.4	Change in Agreement.....	72
37.5	Agreement to Continue in Force.....	72
37.6	Effective Date of Agreement.....	72
37.7	Signing the Agreement.....	72
<b>APPENDIX 1</b>	<b>.....</b>	<b>74</b>
<b>SHORT AND LONG TERM DISABILITY</b>	<b>.....</b>	<b>74</b>
Part 1	– Short Term Illness and Injury Plan.....	74
Part 2	- Long Term Disability Plan.....	77
Part 3	- Claims Review Committee Terms of Reference.....	82
Part 4	- Joint Committee.....	82
<b>APPENDIX 2 - SALARY RATES</b>	<b>.....</b>	<b>83</b>
Salary Rates Effective <u>April 1, 2005</u>	.....	83
Salary Rates Effective <u>July 1, 2005</u>	.....	84
<b>APPENDIX 3 - Board and Lodging and Relocation Regulations</b>	<b>.....</b>	<b>85</b>
<b>APPENDIX 4 - Rehabilitation Committee</b>	<b>.....</b>	<b>90</b>
<b>APPENDIX 5 - Re: Post Secondary Employers' Association Registry</b>	<b>.....</b>	<b>92</b>
<b>LETTER OF AGREEMENT #1 - Hiring of Students in Co-Op Programmes</b>	<b>.....</b>	<b>93</b>
<b>LETTER OF UNDERSTANDING #1 - Degree Granting Opportunities in Northern B.C.</b>	<b>.....</b>	<b>94</b>
<b>LETTER OF UNDERSTANDING #2 - Work Experience Placement Partnership Agreement</b>	<b>.....</b>	<b>95</b>
<b>LETTER OF UNDERSTANDING #3 - Youth Employment Programs</b>	<b>.....</b>	<b>97</b>
<b>LETTER OF UNDERSTANDING #4 - Instructor Aides and Lab Technicians</b>	<b>.....</b>	<b>98</b>
<b>LETTER OF UNDERSTANDING #5 - Selection Committee for Senior Administrators</b>	<b>.....</b>	<b>99</b>
<b>LETTER OF UNDERSTANDING #6 - Joint Job Evaluation/Pay Equity Committee</b>	<b>.....</b>	<b>100</b>



## DEFINITIONS

For the purpose of this Agreement:

All language which is underscored in this manner is new language agreed to in the most recent round of collective bargaining.

- (1) "*Bargaining unit*" is the unit for collective bargaining for which the B.C. Government and Service Employees' Union is certified by the Industrial Relations Council.
- (2) "*Basic pay*" means the rate of pay negotiated by the Parties to this Agreement, including add-to-pay resulting from salary protection.
- (3) "*Child*" is deemed to include a ward of the Superintendent of Child Welfare, or a child of a spouse.
- (4) "*Complainant*" means a person who alleges that he or she has been harassed or discriminated against.
- (5) "*Coordinator*" title and language to be decided between the Parties.
- (6) "*Continuous employment*" or "*Continuous service*" means uninterrupted employment as a regular or auxiliary employee with the Northwest Community College and includes service in the Public Service of British Columbia for those employees employed by the Public Service of British Columbia at March 31, 1976 and melded to Northwest Community College at April 1, 1976 as recognized at the time of the melding, subject to the provisions of Articles 11 and 34.
- (7) "*Day of rest*" in relation to an employee, means a day other than a holiday on which an employee is not ordinarily required to perform the duties of his/her position. This does not include employees on a leave of absence.
- (8) "*Demotion*" means a change from an employee's position to one with a lower maximum salary.
- (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.
  - (b) "*Auxiliary employee*" - meaning an employee who is employed for work which is not of a continuous nature such as:
    - (1) seasonal positions;
    - (2) positions created to carry out special projects of work which is not continuous; and
    - (3) temporary positions created to cover employees on vacation, short term disability leave, education leave, compassionate leave, or other leave.

"*Employee*" does not include incumbents of managerial or confidential positions mutually excluded by the Parties to this Agreement.

A list of excluded non-Union employees will be maintained by the College. Any issues which arise from their exclusion will be discussed by the Joint Committee.

- (10) "*Employer*" means the Northwest Community College.
- (11) "*Headquarters*" or "*geographic location*" is that area within a radius of thirty-two (32) kilometres of where an employee ordinarily performs his/her duties. When employees are relocated the headquarters area may be redefined where exceptional circumstances such as unusual road conditions exist.
- (12) "*Holiday*" means the twenty-four (24) hour period commencing at 0001 hours of a day designated as a paid holiday in this Agreement.
- (13) "*Hours of operation*" are the hours established by the Employer to provide adequate service to the public and to fulfil the functions of the work unit.
- (14) "*Hours travelled*" means hours spent travelling from point to point on an hourly or daily basis laid down by the Employer and does not include meal breaks, lodging time or time spent other than travelling.
- (15) "*Lateral transfer*" or "*transfer*" refers to the movement of an employee from one position to another which does not *constitute* a demotion or promotion.
- (16) "*Layoff*" - includes a cessation of employment, resulting from elimination of a job, a reorganization, program termination, closure or other material change in organization.
- (17) "*Leave of absence with pay*" means to be absent from duty with permission and with pay.
- (18) "*Leave of absence without pay*" means to be absent from duty with permission but without pay.
- (19) "*Liaison Officer*" - An employee whose primary and principal duties are, through contact with business, industry and other various government agencies, the promotion, organization and development of customized and special programs throughout the College Region and for all purposes shall be considered a non-instructional employee.
- (20) "*Non-instructional staff*" means all employees included in the Union's certification who are not instructors and includes Coordinators and Liaison Officers.
- (21) "*Probation*" means a period of sixty (60) workdays to which an employee is subject upon appointment or promotion during which time the Employer may reject the Employee for just cause. In the case of a promotion, should an employee be rejected during the probationary period, he/she shall revert to his/her former position at the same level he/she occupied prior to promotion. Upon successful completion of probation, the employee shall be confirmed in the position by the College. See Common Agreement (Article 12).
- (22) "*Promotion*" means a change from an employee's position to one with a higher maximum salary level.
- (23) "*Relocation*" refers to the movement of an employee from one geographic location to another.
- (24) "*Resignation*" means a voluntary notice by the employee that he/she is terminating his/her service on the date specified.
- (25) "*Respondent*" means a person who is alleged to have engaged in harassment or discrimination.
- (26) "*Rest period*" is a paid interval which is included in the workday and is intended to give the employee an opportunity to have refreshments or a rest.
- (27) "*Shift*" means the period of scheduled straight-time working hours on a scheduled workday.
- (28) "*Spouse*" is:
- (a) a lawful husband or wife, or

(b) a person of the opposite sex living in a common-law relationship with the employee. A common-law relationship will exist when, for a continuous period of at least one (1) year, an employee has lived with a person in a relationship of some permanence as a couple, and intends to live with that person as a couple.

(c) a person of the same sex as the employee and with whom the employee cohabited for a period of at least one (1) year and the employee and this person represent themselves as a couple.

The College will accept same-gender spousal relationships for the purpose of benefits in those instances where there is no regulatory or other external impediment to the College's control. This definition shall apply to the following benefits: Medical Services Plan, Extended Health Plan, Dental Plan and the Basic Group Life Plan.

(29) "*Termination*" is the separation of an employee from the College for cause pursuant to Articles 10, 11 or 34.

(30) "*Travel status*" with respect to an employee means absence of the employee from his/her headquarters or geographic location on College business with the approval of the Employer.

(31) "*Union*" means the B.C. Government and Service Employees' Union.

(32) "*Workday*" is a period of twenty-four (24) consecutive hours commencing with the starting time of any shift. For the purpose of calculating compensatory overtime rates only, the time worked prior to, but adjoining to, a shift shall be deemed as time worked after a shift.

(33) "*Work schedule*" means the roster of work hours and days to meet the annual hours of work.

**DEFINITIONS – COMMON AGREEMENT**

- (1) "*Agreement*" or "*Common Agreement*" means this Agreement reached between the Employers and the Unions as defined in the Protocol Agreement dated May 27, 2004.
- (2) "*Collective Agreement*" means the combination of provisions of the Common Agreement with local provisions that constitute a Collective Agreement between an institution and a local union.
- (3) "*Institution*" means a college, university college, institute or agency created under the *College and Institute Act, Open Learning Agency Act or Institute of Technology Act* that has ratified the Common Agreement.
- (4) "*Joint Administration and Dispute Resolution Committee*" or "*JADRC*" means the committee established under Article 3.2 below.
- (5) "*Local Parties*" means the institution and local bargaining unit where both have ratified this Agreement.
- (6) "*Local provision*" means a provision of a Collective Agreement established by negotiations between an individual Employer and a local Union.
- (7) "*Local Union*" means a bargaining unit representing employees at an institution that has ratified this Agreement.
- (8) "*Ministry*" means the Ministry of Advanced Education.
- (9) "*Parties*" or "*Common Parties*" mean the Employers and Unions identified in the Protocol Agreement of May 27, 2004 that have ratified this Agreement.
- (10) "*Post-Secondary Employers' Association*" or "*PSEA*" means the Employers' Association established or post-secondary colleges and institutes under the Public Sector Employers' Act.
- (11) "*Provincial Bargaining Council*" mean a council of the BC Government and Service Employees' Union (BCGEU) and the Federation of Post-Secondary (FPSE) formed for the purpose of negotiating this Agreement.
- (12) "*Ratification*" mean the acceptance by a local Union and by an institution and the PSEA of the terms of the Common Agreement pursuant to the Protocol of May 27, 2004.

## ARTICLE 1 - PREAMBLE

### 1.1 Purpose of Agreement

(a) The purpose of this Agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the Union.

(b) The Parties to this Agreement share a desire to improve the quality of educational service provided by the College. Accordingly, they are determined to establish, within the framework provided by the law, an effective working relationship at all levels of the College in which members of the bargaining unit are employed.

### 1.2 Future Legislation

In the event that any future legislation renders null and void or materially alters any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement, and the Parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.

### 1.3 Conflict with Regulations

In the event that there is a conflict between the contents of this Agreement and any regulation made by the Employer, or on behalf of the Employer, this Agreement shall take precedence over the said regulation.

### 1.4 Notice of Legislative Change

The Parties agree that no formal proposal submitted by either Party to amend, repeal or revise the Colleges and Provincial Institutes Act, the Labour Code or regulations made pursuant thereto, which would affect the terms and conditions of employment of employees covered by this Agreement shall be put forward without first notifying the other Party in writing of the nature of the proposal.

### 1.5 Singular and Plural

Wherever the singular is used in this Agreement the same shall be construed as meaning the plural if the context requires unless otherwise specifically stated.

### 1.6 Human Rights

(a) The Employer and the Union agree that under this Collective Agreement there shall be no discrimination, interference, restrictions, or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, religion, political affiliation or activity, sexual orientation, sex, or marital status, family relationship, place of residence, physical handicap, nor by reason of membership or activity in the Union.

(b) Nothing in Clause 1.6(a) shall be interpreted as prohibiting the Parties from jointly agreeing to an affirmative action program.

### 1.7 Sexual Harassment

(a) The Union and the Employer recognize the right of the employees to work in an environment free from sexual harassment and the Employer undertakes to discipline any person employed by the Employer engaging in the sexual harassment of another employee.

(b) Sexual harassment means sexual-oriented verbal or physical behaviour which is unwanted by any individuals to whom such behaviour is presented. Such behaviour could include, but is not limited to:

- (1) touching, patting, or other physical contact;

- (2) leering, staring or the making of sexual gestures;
  - (3) implicit and explicit demands for sexual favours;
  - (4) verbal abuse or threats, unwanted sexual invitations;
  - (5) physical assault of a sexual nature;
  - (6) distribution of materials or comments, both written and oral, or a pornographic or sexist nature;
  - (7) promise of a reward for sexual favours;
  - (8) expressed or implied threat for failing to provide sexual favours.
- (c) Both males and females can be sexually harassed by members of either sex.
- (d) To constitute sexual harassment, the behaviour need not always be repeated or persistent, a single incident may suffice.
- (e) In cases of sexual harassment, the employee being harassed has the right to discontinue contact with the alleged harasser without incurring any penalty, pending determination of the grievance. In cases where sexual harassment may result in the transfer of an employee, where possible, it shall be the harasser who is transferred. The employee who is harassed will not be transferred against his/her will.
- (f) An employee may initiate a grievance under this clause at any step of the grievance procedure. Grievances under this clause will be handled with all possible confidentiality and dispatch.
- (g) An alleged offender under this clause shall be entitled:
- (1) to be given notice of the substance of a grievance under this clause;
  - (2) to be given notice of and to attend, participate in, and be represented at any arbitration hearing which is held as a result of a grievance under this clause.
- (h) An Arbitrator, hearing a grievance under this clause, shall have authority to:
- (1) dismiss the grievance;
  - (2) determine the appropriate level of discipline;
  - (3) make such further order as may be necessary to provide a final and conclusive settlement of the grievance.
- (i) An alleged offender under this clause shall not be entitled to grieve disciplinary action taken by the Employer which is consistent with the award of the Arbitrator.
- (j) Time lines for filing grievances of this nature to be waived under this Article to a maximum of nine (9) months.

## **1.8 Personal Harassment**

- (a) The Union and the Employer recognize the right of the employees to work in an environment free from personal harassment.
- (b) Personal harassment means a course of verbal or physical conduct which causes substantial distress in that person or persons. It includes, but is not limited to:
- (1) physical threat, intimidation, or assault, or unwelcome physical contact such as touching, patting, pinching and punching, or;
  - (2) unwelcome behaviour or comment that is directed at, or offensive to, any employee that demeans, belittles, causes personal humiliation or embarrassment, to the employee or any other employees, or;

- (3) implied or expressed promise of reward or threat of reprisal, or the denial of opportunity for refusal to comply with a request which is unrelated to an employee's assigned duties, or;
  - (4) the improper use of power and authority inherent in the position held, so as to endanger an employee's position, threaten economic livelihood of the employee, or in any other way interfere with or influence the career of such an employee, or;
  - (5) remarks or behaviour which may reasonably be perceived to create a negative psychological or emotional environment for work or study.
- (c) *Additional Guidelines*
- (1) To constitute harassment or discrimination, the behaviour need not always be repeated or persistent; in some circumstances, a single incident will suffice.
  - (2) Time limits shall be waived for filing grievances under this Article to a maximum of nine (9) months.
- (d) *Initial Consultation* - A member of the BCGEU who feels that he or she has been harassed or discriminated against should begin by discussing the matter with their Shop Steward of choice. The situation will be reviewed confidentially, and the Complainant will be provided with information and advice regarding:
- (1) whether the behaviour in question may constitute harassment or discrimination under this Collective Agreement;
  - (2) the procedures and options available to the complainant;
  - (3) steps which the complainant may wish to follow to resolve the situation him/herself.
- (e) The Employer undertakes to discipline any person employed by the Employer engaging in the personal harassment of another employee.
- (f) A grievance may be initiated at any step in the grievance process and will be handled with all possible confidentiality and dispatch.

## ARTICLE 2 - UNION RECOGNITION AND RIGHTS

### 2.1 Bargaining Unit Defined

The bargaining unit shall comprise all employees included in the bargaining unit as described in the certificate at each college or institution, issued by the Labour Relations Board of British Columbia, except positions excluded by mutual agreement between the local Parties or excluded by the Labour Relations Board of British Columbia.

- (a) The question of inclusion or exclusion of a new position created by the Employer will be negotiated with the Union prior to any posting of the position. In the event the local Parties cannot agree, the question of inclusion or exclusion may be referred to the relevant labour relations legislation. Where the local Parties fail to agree and pending a decision from the relevant body administering the labour relations legislation, the position may be filled and worked.
- (b) The Employer will provide the Union with a copy of the organizational chart for the immediate branch or program where the position is located, a copy of the position's job description and a copy of the job description for the position which supervises the position in question.

(c) If an existing position is changed, such that the Union has concerns about its status, the information as described in Clause 2.1(a) above will be supplied upon request. In the event the local Parties cannot agree, the question of inclusion or exclusion may be referred to the relevant labour relations legislation. Where the local Parties fail to agree and pending a decision from the relevant body administering the labour relations legislation, the position may be filled and worked in the jurisdiction in which the position is currently contained.

(d) *Work of the Bargaining Unit*

Persons who are not covered by this Agreement shall not work on any job which is included in the bargaining unit or result in the avoidance of recalling an employee on layoff.

## **2.2 Bargaining Agent Recognition**

The Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees to whom the certification issued by the Industrial Relations Council applies.

## **2.3 Correspondence**

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

(b) The Employer agrees that a copy of any correspondence between the Employer and any employee in the bargaining unit covered by this Agreement pertaining to the interpretation or application of any clause in this Agreement as it applies to that employee, shall be forwarded to the President of the Union or his/her designate and to the Chairperson of the bargaining unit.

## **2.4 No Other Agreement**

No employee covered by this Agreement shall be required or permitted to make a written or oral agreement with the Employer or its representatives which may conflict with the terms of this Agreement.

## **2.5 No Discrimination for Union Activity**

The Employer and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee for reason of membership or activity in the Union.

## **2.6 Recognition and Rights of Stewards**

(a) The Employer recognizes the Union's right to select stewards to represent employees. The Employer and the Union will agree on the number of stewards, taking into account both operational and geographic considerations.

(b) The Union agrees to provide the Employer with a list of the employees designated as stewards for each jurisdictional area.

(c) A steward, or his/her alternate, shall obtain the permission of his/her immediate supervisor before leaving his/her work to perform his/her duties as a steward. Leave for this purpose shall be with pay. Such permission shall be automatically granted unless notice is received from the designate for the Employer to the designate for the Union alleging that a problem exists and the designates have met in an effort to resolve the problem. On resuming his/her normal duties, the steward shall notify his/her supervisor.

(d) The duties of stewards shall include:

- (1) investigation of complaints of an urgent nature;



- (2) investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;
- (3) supervision of ballot boxes and other related functions during ratification votes;
- (4) attending meetings at the request or with the prior permission of the Employer.

## 2.7 Bulletin Boards

The Employer shall provide bulletin board facilities for the exclusive use of the Union, the sites to be determined by mutual agreement. The use of such bulletin board facilities shall be restricted to the business affairs of the Union.

## 2.8 Union Insignia

- (a) A Union member shall have the right to wear or display the recognized insignia of the Union. The Union agrees to furnish to the Employer at least one (1) Union shop card, for each of the Employer's places of operation covered by this Agreement, to be displayed on the premises. Such card will remain the property of the Union and shall be surrendered upon demand.
- (b) The recognized insignia of the Union shall include the designation "bcgeu". This designation shall, at the employee's option, be placed on stenography typed by a member of the Union. This designation shall be placed below the signatory initials on typewritten correspondence.

## 2.9 Right to Refuse to Cross Picket Lines or Handle "Hot Products"

- (a) All employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a dispute as defined in the Labour Code of British Columbia. Any employee failing to report for duty shall be considered to be absent without pay. Failure to cross a picket line encountered in carrying out the Employer's business shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.
- (b) No employee covered by this Agreement shall be required to handle any products declared by the B.C. Federation of Labour to be a "Hot Product".

## 2.10 Time Off for Union Business

- (a) *Without Pay*

Leave of absence without pay and without loss of seniority will be granted:

- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
- (2) for elected or appointed representatives of the Union to attend to Union business which requires them to leave their general work area;
- (3) for employees who are representatives of the Union on the Bargaining Committee to attend meetings of the Bargaining Committee;
- (4) to employees called by the Union to appear as witnesses before an arbitration board or the Industrial Relations Council;

- (b) *With Pay*

Leave of absence with basic pay and without loss of seniority will be granted to:

- (1) four (4) employees who are representatives of the Union on the Union's Bargaining Committee to carry on negotiations with the Employer. Pay for leave for members of the Union's Bargaining Committee in excess of four (4) shall be at the option of the Employer;

(2) Subject to operational requirements and upon mutual agreement of the Parties, the Union Chairperson and BCGEU employees who are on duty will be allowed to attend two (2) one (1) hour meetings per year in each geographic location. The Union agrees to provide the College with four (4) weeks notice of the times, the dates and the location of the meetings;

Should additional meetings be required, the Bargaining Unit Chairperson shall contact the Director, Human Resources and schedule such meetings and these requests shall not be unreasonably denied.

(3) Any employee designated to sit as an observer on a selection committee in their geographic location in accordance with Clause 13.1;

(4) Union representatives on the Joint Committee as per Article 32 and the Joint Classification Committee shall have their wages and expenses covered to attend the meetings of the Joint Committee.

(c) The Chairperson/President of the bargaining unit or alternate designated by the Union shall be granted twenty-five percent (25%) Employer-paid time release from a full workload per year. Such time shall be used to facilitate the operation of the Collective Agreement and employee-Employer relationships. The Chairperson/President shall schedule such time with their supervisor. This provision is in addition to any other Employer-paid release time in the Collective Agreement.

(d) Where such leave is granted, the Employer will replace the employee as necessary. The cost of this provision will be borne by the institution as a general operating expense.

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

## **2.11 Emergency Services**

The Parties recognize that in the event of a strike or lockout as defined in the Labour Code of B.C. situations may arise of an emergency nature. To this end, the Employer and the Union will agree to provide services of an emergency nature.

### **ARTICLE 3 - UNION SECURITY**

(a) All employees in the bargaining unit who on March 8, 1974, 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 15 of the Labour Code of B.C.).

(b) All employees hired on or after March 8, 1974 shall, as a condition of continued employment, become members of the Union, and maintain such membership, upon completion of thirty (30) days as an employee (subject only to the provisions of Section 15 of the Labour Code of B.C.).

(c) Nothing in this Agreement shall be construed as requiring a person who was an employee prior to March 8, 1974, to become a member of the Union.

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

(a) The Employer shall, as a condition of employment, deduct from the monthly wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular monthly dues payable to the Union by a member of the Union.

- (b) Upon written notification by the Union the Employer shall deduct from any employee who is a member of the Union any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union.
- (c) Deductions shall be made monthly and membership dues or payments in lieu thereof shall be considered as owing in the month for which they are so deducted.
- (d) All deductions shall be remitted to the President of the Union not later than twenty-eight (28) days after the date of deduction and the Employer shall also provide a list of names of those employees from whose salaries such deductions have been made together with the amounts deducted from each employee. Such fields of information required are:
- (1) employee name
  - (2) employee number if applicable
  - (3) sex (gender)
  - (4) classification (grade/step)
  - (5) type (regular, casual, auxiliary, etc.)
  - (6) work location
  - (7) gross pay
  - (8) dues
  - (9) status (active, inactive, terminated)
- (e) Before the Employer is obliged to deduct any amount under (a) above, the Union must advise the Employer in writing of the amount of its regular monthly dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the President of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.
- (f) From the date of the signing of this Agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other monies deducted by the Employer from the pay of the employees in the bargaining unit.
- (g) The Employer shall supply each employee, without charge, a receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous year. Such receipts shall be provided to the employees prior to March 1st, of the succeeding year.
- (h) An employee shall, as a condition of continued employment, complete an authorization form providing for the deduction from an employee's monthly wages or salary the amount of the regular monthly dues payable to the Union by a member of the Union.

#### **ARTICLE 5 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES**

The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union security and dues check-off. A new employee shall be introduced to his/her shop steward who will provide him/her with a copy of the Collective Agreement. The Employer agrees that the steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for fifteen (15) minutes sometime during his/her first day at work for the purpose of acquainting the new employee with the benefits and duties of Union membership and the employee's responsibilities and obligations to the Employer and the Union.

Notwithstanding the above, the Employer will allow a steward to schedule a one (1) hour meeting without loss of pay, to orientate six (6) or more new employees, within thirty (30) days of hiring, for the purpose of acquainting the new employees with the benefits and duties of Union membership and the employee's

responsibilities and obligations to the Employer and the Union. To facilitate this process the Employer agrees to provide a list of new hires on a monthly basis.

### **ARTICLE 6 - EMPLOYER'S RIGHTS**

The Union acknowledges that the management and directing of employees in the bargaining unit is retained by the Employer, except as this Agreement otherwise specifies.

### **ARTICLE 7 - EMPLOYER/UNION RELATIONS**

#### **7.1 Union and Employer Representation**

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. To implement this the Union shall supply the Employer with the names of its officers and similarly, the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

#### **7.2 Union Representatives**

- (a) The Employer agrees that access to its premises will be granted to members of the staff of the Union when dealing or negotiating with the Employer, as well as for the purpose of investigating and assisting in the settlement of a grievance.
- (b) Members of the Union staff shall notify the excluded designated supervisory officials in advance of their intentions and their purpose for entering and shall not interfere with the operation of the College.
- (c) 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.
- (d) The College recognizes that in some circumstances it is difficult for the President or his/her paid Union representatives to meet with employees outside of normal working hours. In such cases, the President or his/her designate shall submit a request in writing to the College to meet with employees during working hours at their normal place of work. Subject to operational requirements, the College shall grant permission for such meeting not to exceed one (1) hour's duration. Attendance at such meetings shall be considered as time worked.
- (e) The College may, upon written request from the President of the Union or his/her designate, allow reasonable time for a designated representative of the Union on the agenda of any course, training session or seminar sponsored for the employee by the College. Such permission will not be unreasonably withheld.

#### **7.3 Technical Information**

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. 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.

## 7.4 Jurisdictional Dispute Resolution Process

### (a) Preamble

The purpose of this Agreement is to establish a jurisdictional dispute resolution process which is equitable, expeditious and reflects the desire of the Parties to promote effective working relationships.

The Parties agree that the following process will be used in the event of a dispute respecting the appropriateness of a bargaining unit placement where the institution introduces a new position or significantly revises an existing position.

### (b) Process

(1) When requested, the institution will provide a bargaining unit position or job description to the Union(s) certified at the institution. The Union may request such things as a draft job posting, job description, course outline, organizational chart, and other relevant information. The institution will make every reasonable effort to respond to the request within seven (7) days of the receipt of the request, but not later than thirty-one (31) days of receipt of the request.

(2) For a new position or when a significant change has occurred, a local Party may request a meeting pursuant to Clause 7.4(b)(3), to resolve any dispute which may arise concerning the appropriateness of bargaining unit placement.

(3) When requested, the local Parties will meet within twenty-one (21) calendar days. Every effort will be made to reach agreement on the appropriate bargaining unit placement

(4) When there remains a dispute a local Party may refer the matter within thirty (30) calendar days to a Jurisdictional Assignment Umpire it selects from the agreed to list.

(5) The referral will include a brief outline of the particulars of the dispute, a summary of the Party's position on the matter and copies of documents upon which the Party intends to rely. A copy of the referral and documents will be sent to each Union certified and the institution.

(6) The Umpire will convene a hearing within twenty-one (21) days receipt of the initial referral.

(7) The Umpire will direct an exchange of particulars and documents upon which the Parties intend to rely no later than seven (7) days prior to a hearing into the matter.

(8) The hearing will be expedited in all respects and conducted on an informal basis.

(9) The expenses and fees of the Umpire will be borne equally among the Parties involved in the dispute.

(10) In determining the appropriateness of bargaining unit placement, the Umpire shall consider:

- (i) job elements
- (ii) past practice
- (iii) impact on industrial relations
- (iv) community interest
- (v) employee preference, fairness, and equity
- (vi) certification definition(s)
- (vii) and other such factors as deemed appropriate by the Umpire

(11) The Umpire will render a decision within twenty-one (21) days after the conclusion of the hearing.

- (12) The Parties will accept the decision as final and binding on each of them.

## ARTICLE 8 - GRIEVANCES

### 8.1 Grievance Procedure

- (a) The Employer and the Union recognize that grievances may arise concerning:
- (1) differences between the Parties respecting the interpretation, application, operation or any alleged violation of a provision of this Agreement, or arbitral/investigator award, including a question as to whether or not a matter is subject to arbitration; or
  - (2) the dismissal, discipline or suspension of an employee bound by this Agreement.
- (b) The procedure for resolving a grievance shall be the grievance procedure in this Article.

### 8.2 Step 1

In the first step of the grievance procedure, every effort shall be made to settle the dispute with the designated local supervisor. The Employer shall provide the Union with a list of the appropriate designated excluded supervisors and his/her area of responsibility within the Institute. In the event the appropriate excluded supervisor is not available, the grievance may be presented to the Director of Human Resources. The aggrieved employee shall have the right to have his/her steward present at such a discussion. If the dispute is not resolved orally, the aggrieved employee may submit a written grievance, through the Union steward, to Step 2 of the grievance procedure. Where the aggrieved employee is a steward, he/she shall not, where possible, act as a steward in respect of his/her own grievance but shall submit the grievance through another steward or Union Staff representative.

### 8.3 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 Clause 8.4, must do so no later than thirty (30) 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; or
- (b) on which he/she first became aware of the action or circumstances giving rise to the grievance whichever is applicable.

### 8.4 Step 2

Subject to the time limits in Clause 8.3, the employee may present a grievance at this level by:

- (a) recording his/her grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
- (b) stating the Article or Articles of the Agreement infringed upon or alleged to have been violated, and the remedy or correction required; and
- (c) transmitting his/her grievance through the Union steward, to the representative of the Employer authorized to deal with grievances at Step 2, who shall provide the employee with a receipt stating the date on which the grievance was received.

### 8.5 Time Limit to Reply at Step 2

- (a) Within fourteen (14) days of receiving the grievance at Step 2, the representative designated by the Employer to handle grievances at Step 2 and the Union Area Staff Representative, or his/her

designate, shall meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. This meeting may be waived by mutual agreement.

(b) The representative designated by the Employer to handle grievances at Step 2 shall reply in writing to an employee's grievance within twenty-one (21) days of receiving the grievance at Step 2.

(c) The reply at this step shall include a report of the Step 2 meeting and results of investigations carried out by the Employer with regard to the facts and nature of the grievance. The report shall not be introduced as evidence at any arbitration or investigator proceeding.

### **8.6 Failure to Act**

(a) If the President of the Union, or his/her designate does not present a grievance to the next higher level within the prescribed time limits, the grievance will be deemed to have been abandoned. However, the Union shall not be deemed to have prejudiced its position on any future grievance.

(b) Failing satisfactory settlement at Step 2 and pursuant to Clause 8.14, either Party may inform the other Party of its intention to submit the matter to the investigator within the time limit referred to in Clause 8.7.

### **8.7 Time Limits to Submit to Arbitration**

Failing satisfactory settlement at Step 2, and pursuant to Article 9, the President or his/her designate, may inform the Employer of his/her intention to submit the dispute to arbitration within:

- (a) thirty (30) days after the Employer's decision has been received; or
- (b) thirty (30) days after the Employer's decision was due whichever occurs first.

### **8.8 Administrative Provisions**

(a) Grievance replies at Step 2 of the grievance procedure and notification to arbitrate or to use an investigator shall be by registered mail.

(b) Grievance replies and notification shall be deemed to have been presented on the date on which they were registered, and received on the date they were delivered to the appropriate office of the Employer or the Union.

(c) In the event of a dispute, strike, lockout, or other work stoppage in the Canada Post Office, within British Columbia, this clause shall not apply.

### **8.9 Dismissal or Suspension Grievance**

(a) In the case of a dispute arising from an employee's dismissal, the grievance may be filed directly at arbitration within thirty (30) days of the date on which the dismissal occurred, or within thirty (30) days of the employee receiving notice of dismissal, whichever occurs first.

(b) In the case of a dispute arising from an employee's suspension, the grievance may commence at Step 2 of the grievance procedure within thirty (30) days of the date on which the suspension occurred, or within thirty (30) days of the employee receiving notice of suspension, whichever occurs first.

### **8.10 Deviation from Grievance Procedure**

(a) The Employer agrees that, after a grievance has been initiated by the Union, the Employer's representative will not enter into discussion or negotiation with respect to the grievance, whether directly or indirectly with the aggrieved employee without the consent of the Union.

(b) In the event that, after having initiated a grievance through the grievance procedure, an employee endeavour to pursue the same grievance through any other channel, then the Union agrees that, pursuant to this Article, the grievance shall be considered to have been abandoned.

### **8.11 Policy Grievance**

Where either Party to this Agreement disputes the general application, interpretation, or alleged violation of an article of this Agreement, the dispute shall be discussed initially with the Employer or the Union, as the case may be, within sixty (60) days of the occurrence. Where no satisfactory agreement is reached, either Party may submit the dispute to arbitration, as set out in Article 9.

### **8.12 Technical Objections to Grievances**

It is the intent of both Parties to this Agreement that no grievance shall be defeated merely because of a technical error other than time limitations in processing the grievance through the grievance procedure. To this end an Arbitrator/investigator shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

### **8.13 Effective Date of Settlements**

Settlements reached at any step of the grievance procedure in this Article, other than Clause 8.11, shall be applied retroactively to the date of the occurrence of the action or situation which gave rise to the grievance, but not prior to the effective date of the Agreement in effect at the time of the occurrence or the date set by the Arbitrator/investigator.

### **8.14 Investigator**

Where a difference arises between the Parties relating to the dismissal, discipline, or suspension of an employee, or to the interpretation, application, operation, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the terms of the Collective Agreement, Marvin Chertkow, or a substitute agreed to by the Parties, shall, if the Parties mutually agree, in accordance with Section 84 of the Labour Code:

- (a) investigate the difference;
- (b) define the issue in the difference, and
- (c) make written recommendations to resolve the difference within five (5) days of the date of receipt of the request, and for those five (5) days from that date, time does not run in respect of the grievance procedure.

### **8.15 Amending Time Limits**

The time limits fixed in this grievance procedure may be altered by mutual consent of the Parties, but the same must be in writing.

## **ARTICLE 9 - ARBITRATION**

### **9.1 Notification**

Where a difference arises between the Parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that a term or condition of this Agreement has been violated, either of the Parties may, after exhausting the grievance procedure in Article 8, notify the other Party within thirty (30) days of the receipt, or due date, of the reply at the second step, of its desire to submit the difference or allegation to arbitration.



## 9.2 Single Arbitrator

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

- (a) D. Munroe
- (b) S. Kelleher
- (c) D. McPhillips
- (d) H. Laing

## 9.3 Single Arbitrator Procedure

- (a) The Arbitrator may determine his/her own procedure in accordance with the Labour Code of B.C. and shall give full opportunity to all Parties to present evidence and make representations. He/she shall hear and determine the difference or allegation and shall make render a decision within thirty (30) days of the conclusion of the hearing.
- (b) In the matter concerning a suspension or dismissal which an Arbitrator has ruled to be unjust, there shall be no onus on the employee to mitigate loss, nor shall consideration be given to any mitigation that may have taken place.

## 9.4 Expedited Arbitration

Expedited arbitration shall refer to a system of rights arbitration incorporating procedures specifically designed to reduce delay and / or cost in the hearing and issuance of an award.

- (a) All grievances except dismissals, rejection on probation, demotion, suspensions greater than ten (10) days, or policy grievances requiring substantial interpretation of a provision of the Collective Agreement may be considered suitable for and resolved by expedited arbitration upon mutual agreement of the Parties.
- (b) The Parties shall mutually agree upon a single Arbitrator whose name shall be taken from a list of single Arbitrators which was mutually agreed upon by the Parties.
- (c) The Arbitrator shall hear the grievance and shall render a decision within two (2) working days of such hearings. No written reasons for the decision shall be provided beyond that which the Arbitrator deems appropriate to convey a decision.
- (d) Arbitration awards shall be of no precedential value and shall not, therefore, be referred to by the Parties in respect of any other matter.
- (e) Arbitrators are not allowed to interpret the Agreement other than Clause 8.15.
- (f) All settlements of expedited arbitrations shall be "*without prejudice*".
- (g) The Parties shall equally share the cost of fees and expenses of the Arbitrator and hearing room.
- (h) No later than two (2) weeks prior to the scheduled hearing for each grievance, the Union and the Employer shall prepare a statement of agreed facts for presentation at the hearing. They will identify the names of all witnesses that they intend to call and will advise the other Party of the purpose for which that witness is being called. They will also identify any preliminary issues that they intend to raise with the Arbitrator and the remedy being sought.
- (i) The Arbitrator's decision shall be final and binding upon the Parties and no further action may be taken on that grievance by any means.

(j) Notwithstanding the above, either Party may take any grievance to full arbitration as per Article 9 of this Agreement.

Arbitrator - Ms. Judy Korbin

### **9.5 Disagreement on Decision**

Should the Parties disagree as to the meaning of the Arbitrator's decision, either Party may apply to the Arbitrator to clarify the decision, which he/she shall make every effort to do within seven (7) days of receipt of such application.

### **9.6 Expenses of Arbitrator**

Each Party shall pay one-half (½) of the fees and expenses of the Arbitrator.

### **9.7 Amending Time Limits**

The time limits fixed in the arbitration procedure may be altered by mutual consent of the Parties but the same must be in writing.

## **ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE**

### **10.1 Burden of Proof**

In all cases of discipline, the burden of proof of just cause shall rest with the Employer.

### **10.2 Dismissal**

The Employer may dismiss any employee for just cause. Notice of dismissal shall be in writing and shall set forth the reasons for dismissal.

### **10.3 Suspension**

The Employer may suspend an employee for just cause. Notice of suspension shall be in writing and shall set forth the reasons for the suspension.

### **10.4 Dismissal and Suspension Grievance**

All dismissals and suspensions will be subject to formal grievance procedure under Article 8. A copy of the written notice of dismissal or suspension shall be forwarded to the President of the Union within five (5) days of the action being taken.

### **10.5 Right to Grieve Other Disciplinary Action**

Disciplinary action grievable by the employee shall include written censures, letters of reprimand and adverse reports or adverse employee appraisals. An employee and the Union shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action unless the employee has advised the Employer in writing that the Union is not to be given such copy. Should an employee dispute any such entry in his/her file, he/she shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of his/her personnel record. Any such document, other than employee appraisals, shall not be quoted in any way after the expiration of fifteen (15) months from the date it was issued and will at the request of the employee be removed and destroyed provided there has not been any further disciplinary infraction. The Employer agrees not to introduce as evidence in any hearing any document from the files of an employee, the existence of which the employee was not aware at the time of filing.

## 10.6 Employee Appraisal Forms

The primary purpose of conducting a formal review is to communicate an objective, balanced overview of work performance based on clear and understood work objectives. Appraisals should provide feedback and information, guidance and suggestions for future development of the employee.

Where a formal appraisal of an employee's performance is carried out, the employee shall be given sufficient opportunity to read and review the appraisal. Provision shall be made on the employee appraisal form for an employee to sign it. The form shall provide for the employee's signature in two (2) places; one indicating that the employee has read and accepts the appraisal, and the other indicating that the employee disagrees with the appraisal. The employee shall sign in one (1) of the places provided. No employee may initiate a grievance regarding the contents of an employee appraisal unless the employee has signed in the space indicating disagreement with the appraisal. An employee shall receive a copy of the employee appraisal at time of signing. An employee appraisal shall not be changed after an employee has signed it, without the knowledge of the employee, and any such changes shall be subject to the grievance procedure of this Agreement.

The Employer shall notify the shop steward and the employee in advance of requesting the employee to sign an appraisal form which the Employer intends to use as the basis for further disciplinary action. Failure by the Employer to afford advance notice shall automatically render the appraisal null and void.

## 10.7 Personnel File

(a) An employee, or the President of the Union (or his/her designate) with the written authority of the employee, shall be entitled to review an employee's personnel file, in the office in which the file is normally kept. The employee or the President, as the case may be, shall give the Employer adequate notice prior to having access to such files.

(b) 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.

## 10.8 Right to Have Steward Present

(a) An employee shall have the right to have his/her steward present at any discussion with supervisory personnel which the employee believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall make every effort to notify the employee in advance of the purpose of the interview in order that the employee may contact his/her steward, providing that this does not result in an undue delay of the appropriate action being taken. This clause shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.

(b) A steward shall have the right to consult with a Staff Representative of the Union and to have a local Union representative present at any discussion with supervisory personnel which the steward believes might be the basis of disciplinary action against the steward, providing that this does not result in an undue delay of the appropriate action being taken.

## 10.9 Rejection During Probation

(a) The Employer may reject any probationary employee for just cause. A rejection during probation shall not be considered a dismissal for the purpose of Clause 10.4. The test of just cause for rejection shall be a test of suitability of the probationary employee for continued employment in the position to which he/she has been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance.

(b) Where an employee feels he/she has been aggrieved by the decision of the Employer to reject the employee during the probationary period, the President may appeal the decision in accordance with Clause 8.4 within fourteen (14) days of the employee receiving the notice of rejection.

## **ARTICLE 11 - SENIORITY, LAYOFF AND RECALL**

### **11.1 Seniority**

Seniority shall mean the length of continuous service as an employee of the College. Seniority shall include service in the Public Service of British Columbia of those employees employed by the Public Service of British Columbia at March 31, 1976 and melded to Northwest Community College at April 1, 1976, and recognized at the time of melding. Seniority for part-time employees shall be prorated on the basis of one (1) year's seniority for every eighteen hundred and twenty-seven (1,827) hours completed.

### **11.2 Seniority List**

The Employer shall maintain a separate seniority list for regular employees and auxiliary employees showing all necessary information relevant to the application of the seniority provisions of the Agreement. The list shall be sorted in order of seniority and then geographic location and will show first hire date, last layoff date, active/layoff status, present classification and total days and hours worked.

An up-to-date seniority list shall be sent quarterly to the President of the Union or his/her designate and to the Union designate for each geographic location.

### **11.3 Letter of Appointment**

Employees shall receive a letter of appointment prior to commencing employment if possible. The Employer shall provide the Union designate with a copy of all letters of appointment issued to regular or auxiliary employees within the bargaining unit.

### **11.4 Seniority During Initial Probation**

Employees shall earn but not be credited with seniority during the initial probationary period. Upon successful completion of initial probation, an employee will be credited with seniority from the initial date of hire. Except as otherwise specified during initial probation, all other terms and conditions of this Agreement apply.

### **11.5 Seniority Accrual**

Employees shall maintain and accrue seniority for:

- (a) all service within the bargaining unit, subject to Clause 11.8;
- (b) periods of leave for illness or injury for a maximum period of two (2) years commencing from the first day of illness or injury under the STIIP plan;
- (c) periods of leave for any purpose except as outlined in Clause 11.6;
- (d) where an employee is on leave for illness or injury exceeding two (2) years, the employee shall retain seniority to that point but not continue to accrue seniority;
- (e) leave of absence periods of up to one (1) year for upgrading or maintaining job related skills. Reasons for the leave should be clearly stated and agreed to prior to leave commencement.

### 11.6 Seniority Breaks

Employees shall maintain but not accrue seniority:

- (a) during periods of layoff of less than one (1) year;
- (b) during periods of leave in excess of thirty (30) days
  - (1) to seek or hold public office;
  - (2) general leave as provided in Clauses 23.7, 23.9 and 11.5(d).

### 11.7 Bridging of Service

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

- (a) The employee must have accrued at least three (3) years of seniority at time of termination.
- (b) The resignation must indicate the reason for termination.
- (c) The break in service shall be for no longer than six (6) years; and during that time the employee must not have been engaged in remunerative employment for more than six (6) months.
- (d) The previous seniority shall not be reinstated until the successful completion of the probationary period on re-employment.

### 11.8 Loss of Seniority

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

- (a) he/she is discharged for just cause;
- (b) subject to Clause 11.7, he/she voluntarily terminates his/her employment;
- (c) he/she is on layoff for more than one (1) year;
- (d) he/she fails to report for duty for ten (10) consecutive workdays without informing the Employer of the reason for his/her absence. An employee shall be afforded the opportunity to demonstrate that there were reasonable grounds for not having informed the Employer;
- (e) he/she declines two (2) recalls within a six (6) month period, for which seventy-two (72) hours' notice of recall is given. Where the Employer intends to register a decline, the employee shall be notified in writing with a copy to his/her shop steward.

### 11.9 Layoff

- (a) Where the Employer identifies to the Union that the deletion of positions will result in the layoff of employees pursuant to Clause 11.9, the Employer and the Union shall, prior to the layoff of employees, identify any employees which
  - (1) may be eligible for early retirement and,
  - (2) may be willing to resign to provide a vacant position.

Should the cost of the payment of severance to an employee willing to resign not exceed the actual cost of the initial layoff, the Employer may make this option available. It is recognized that an employee taking severance under this option must actually prevent the layoff of another employee and the Employer will not incur any relocation expenses as a result of this application.

(b) In the event of a layoff, employees shall be laid off in reverse order of seniority within his/her seniority group providing those retained are qualified to perform the work available and can be expected to satisfactorily perform the work within a period of on-the-job training under immediate supervision not exceeding one (1) month.

(c) *Bumping Procedure:*

(1) Regular employees who receive notice of layoff shall have the right to bump employees with less seniority.

(2) Where seniority is equal, the regular employee with the superior qualifications, for his/her particular job is deemed to have greater seniority.

(3) Regular employees, with three (3) or more years of seniority, shall have the right to bump employees in any of the nine (9) College geographic locations listed in Clause 11.9(c)(4) below.

(4) Regular employees, with less than three (3) years of seniority, shall be able to bump within their geographic location. Employees who are not on travel status and who are working in communities not named below shall be placed in the nearest geographic location. The geographic locations are:

- (i) Queen Charlotte City
- (ii) Prince Rupert
- (iii) Terrace
- (iv) Kitimat
- (v) Hazelton
- (vi) Smithers
- (vii) Houston
- (viii) Stewart
- (ix) Nass Valley

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

(d) In the event the employee does not have the necessary seniority or qualifications to bump, he/she will be laid off.

(e) A regular employee shall notify the Employer in writing within two (2) weeks of receiving layoff notice whether bumping rights will be exercised or whether the employee opts for a layoff.

(f) If a regular employee opts for a layoff, the employee must choose either recall rights in accordance with Clause 11.11 or severance pay in accordance with Clause 16.4 which will take effect on the date the layoff is scheduled to occur. If a regular employee declines to make a selection he/she shall be deemed to have taken the option under Clause 16.4(a)(1).

(g) All relocation expenses resulting from bumping will be the employee's responsibility.

### **11.10 Application**

The application of the layoff, bumping and recall procedures in this Article shall be subject to joint Employer/Union discussion. These procedures shall be carried out on a College-wide basis as appropriate.

### **11.11 Recall**

(a) Regular employees on layoff shall retain recall rights, commencing with the date of notice under Clause 11.9(f) above, for a period of one (1) year in the geographic region from which they were laid off. Regular employees with three (3) or more years service shall retain recall rights throughout the College region.

- (b) Employees shall be recalled in order of seniority within his/her seniority group provided those to be recalled are qualified to perform the work available and can be expected to satisfactorily perform the work within a period of on the job training under immediate supervision not exceeding one (1) month. Prior to posting a regular vacancy the Employer shall send a notice of such vacancy to the Bargaining Unit Chairperson.
- (c) All relocation expenses resulting from recall will be the employee's responsibility.
- (d) Recall shall be in order of service seniority. Regular employees shall be recalled before auxiliary employees.

### **11.12 No New Employees**

No new employees shall be hired until:

- (a) the provisions in Clause 13.8(a) have been complied with; and
- (b) those on layoff have been given opportunity of recall pursuant to Clause 11.11.

### **11.13 Job Stability**

Notwithstanding articles in the local Collective Agreement pertaining to probation period, regular employees shall not be eligible to apply for another regular posted position within their initial probation period, except by mutual agreement of the Employer and the Union at the local level.

## **ARTICLE 12 - LABOUR ADJUSTMENT**

### **12.1 Employer Commitments**

It is agreed that the institution will made every reasonable attempt to minimize the impact of funding shortfalls and reductions on the work force.

Subject to budgetary constraints and the amount of funding available for labour adjustment costs; fairness, flexibility and employee choice will prevail in the implementation of labour force adjustment strategies as approved by the institution.

It is incumbent upon institutions to communicate effectively with their employees and the Unions representing those employees as soon as the impact of any funding reduction or shortfall or profile change has been assessed.

If a work force reduction is necessary, the Joint Labour Management or Joint Adjustment committee will canvas employees in a targeted area or other areas over a fourteen (14) day period, or such longer time as the committee agrees, to find volunteer solutions that provide as many viable options as possible and minimize potential layoffs.

### **12.2 Menu of Labour Adjustment Strategies**

To minimize layoffs, the following menu of labour force adjustment strategies will be considered and whenever reasonably possible, offered by institutions at the appropriate time in the employee reduction process set out in each institution's local Collective Agreement(s):

- (a) Job sharing.
- (b) Reduced hours of work through partial leaves.
- (c) Transfers to other areas within the bargaining unit subject to available work and meeting qualifications, with minimal training required.

- (d) Paid and unpaid leaves of absence for use to seek alternate employment, retirement adjustment, retraining, etc.
- (e) Voluntary severance.
- (f) Purchasing past pensionable service. If permissible the employer will match a minimum of three years' contributions to the appropriate pension plan (College Pension Plan, Municipal Pension Plan or Public Service Pension Plan) where an employee opts for early retirement.
- (g) Early retirement incentives.
- (h) Agreed secondment.
- (i) Retraining.
- (j) Trial retirement.
- (k) Continuation of health and welfare benefits.
- (l) Combinations and variations of the above or other alternatives.

### **12.3 Layoffs May Occur**

Once strategies other than layoff have been explored, the institution may proceed, if need be, to layoffs. For those affected by layoff, the provisions of the local Collective Agreement will apply and the system-wide Electronic Registry of Laid-off Employees will be available.

### **12.4 No Stacking of Entitlements**

While various options may be considered and offered, there will be no stacking of entitlements.

## **ARTICLE 13 - SERVICE CAREER POLICY**

### **13.1 Union Observer**

The President of the Union or his/her designate may sit as an observer on a selection panel for positions in the bargaining unit. The observer shall be a disinterested Party. This clause shall not apply to excluded positions. The Union observer should be provided with a minimum selection criteria for the job posting, the review and short list of all applicants and any other tool used in determining the selection.

### **13.2 Notification**

Unsuccessful employee applicants to posted positions will be notified of the name and classification of the successful applicant. The unsuccessful employee applicants shall upon written request be notified in writing of the reasons why they were unsuccessful.

### **13.3 Appeal Procedure**

Where an employee feels he/she has been aggrieved by the decision of the selection panel, the President or his/her designate may appeal the decision in accordance with Clause 8.4 within fourteen (14) days of the employee receiving the Employer's written reply to his/her request for the reasons why he/she was unsuccessful.

### **13.4 Relocations**

It is understood by the Parties that employees shall not be required to relocate from one geographic location to another against their will. However, the Employer and the Union recognize that in certain cases relocations may be in the interests of the Employer and/or the employee. In such cases, an employee will be fully advised of the reason for his/her relocation, as well as the possible result of refusal to be relocated.

### **13.5 Transfers Without Posting**

Lateral transfers or voluntary demotions may be granted, without posting for:



- (a) compassionate or medical grounds to regular employees who have completed their initial probationary period;
- (b) all employees who have become incapacitated by industrial injury or industrial illness.

### 13.6 Interview Expenses

An employee applicant for a posted position who is not on leave of absence without pay or not on layoff or not on a scheduled day of rest, and who has been called for a panel interview shall be granted leave of absence with basic pay and shall have his/her authorized expenses paid. An employee granted leave under this clause shall notify his/her supervisor as soon as he/she is notified of his/her requirement to appear for an interview.

### 13.7 Appointment Procedures

- (a) Appointments, including promotions, filling vacancies, and transfers shall be on the basis of full qualifications and seniority. Full qualifications shall mean the candidate has all the necessary skills and qualifications as specified in the job description. Full qualifications being sufficient, the candidate with greater seniority shall be selected.
- (b) Where there is an internal applicant with the necessary qualifications to perform the job the position will be offered to that candidate and the Employer will provide on-the-job training of up to one (1) month.
- (c) Where the Employer decides to select an applicant from outside the College, when there are applicants from among College employees, or where the senior applicant meeting the criteria outlined in Clause 13.7(a) is not selected, the onus for justifying such a selection shall rest with the Employer.
- (d) Recognizing the desire of both Parties to allow a portability of seniority between all seniority groups the Parties agree to the immediate establishment of a special joint committee comprising three (3) Union Bargaining Unit Presidents/Chairpersons, the Director, Human Resources, and the Vice-President, to draw up the terms of a proposal to recognize this portability and the conditions and changes that will be necessary to various articles in the Collective Agreement.
- (e) *Promotion Out of Bargaining Unit:*

An employee promoted permanently to an excluded position will cease to be covered by the terms of this Agreement. The employee may within thirty (30) workdays return to a position of equal classification and pay rate without loss of his/her rights and privileges under this Agreement. Except as provided in this Article, excluded employees shall have no placement rights within the bargaining unit.

(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.

### 13.8 Postings

- (a) All vacancies in existing positions and all new positions shall be posted within fourteen (14) days of their becoming required. Such postings shall be throughout the College region and shall be posted for five (5) working days prior to outside advertising wherever operationally feasible.
- (b) The notice of postings shall contain the following information: nature of position, qualifications, experience, skills, whether shift work is involved, wages or salary rate or range, and where applicable, specific location. Such qualifications may not be established in an arbitrary or discriminatory manner.
- (c) Notices shall be posted on the appropriate bulletin boards at least fourteen (14) days prior to the closing date of the competition, except as provided for in Clause 13.4 and 13.5.

(d) Subject to Section 3(2)(b) of the Human Rights Code of British Columbia, all job postings shall state "*This position is open to both male and female applicants*".

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

(f) *Eligibility for Internal Postings*

After working an accumulated number of hours equivalent to the probation period or a lesser number of hours as per the local Collective Agreement, Auxiliary/Casual/Term and 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.

### 13.9 Employee Training

(a) When new, enhanced or changed work processes are introduced into an employee's job, the Employer shall identify and provide the learning opportunities, support and/or training required to perform the job duties.

(b) The Employer will discuss the employee development needs with the affected employees.

(c) Employees shall suffer no loss of pay, excluding overtime, to participate in this training.

### 13.10 Vehicles

If an employee is required to use his/her own automobile in the performance of his/her duties, the Employer shall ensure that the position posting or advertisement shall include this requirement.

### 13.11 Instructor's Diploma

For career advancement in related areas in the College service, where the job specification requires a bachelor's degree, the possession of a vocational instructor's diploma or certificate shall be considered on a parity basis.

### 13.12 Exchange Programs

The College agrees that exchange programs between the College and other jurisdictions, public and private, will be encouraged. Employees will be given the opportunity to participate in exchange programs at full basic pay and benefits.

### 13.13 Selection Committee

(a) The selection committee for a regular appointment will be comprised of a minimum of four (4) 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 13.1.

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.

**ARTICLE 14 - HUMAN RESOURCES DATABASE****14.1 Human Resources Database**

(a) The Parties agree to provide and support the accumulation and dissemination of available data to the Centre for Education Information Standards and Services, or some other mutually agreed-upon organization. The Parties may undertake joint projects for the comparative analysis of such data.

(b) The Parties recommend that the Ministry of Advanced Education, Training and Technology provide funding to assist in the gathering, analysis, and maintenance of such data through the agreed-upon organization.

(c) The Parties believe that their ongoing and collective bargaining relationships are enhanced through useful, timely and accessible data on relevant human resources matters, including those listed below.

(d) Relevant matters include:

(1) *Health and Welfare*

- (i) Types of coverage
- (ii) Participation rates.
- (iii) Premiums.
- (iv) Cost sharing.
- (v) Commission costs.
- (vi) Available studies commissioned by Government agencies e.g., comparative benefit analysis.
- (vii) Carrier contracts.

(2) *Collective Bargaining*

- (i) Wage information and any other bargaining unit compensation information requested.
- (ii) Demographics: age, sex, salary, placement, status.
- (iii) Analysis of local Collective Agreements within the system.
- (iv) Pension Plan participation rates.

(3) *Contract Administration*

- (i) Arbitration, Labour Relations Board and other decisions and costs thereof for the system.
- (ii) Local Letters of Understanding.

**ARTICLE 15 - SYSTEM-WIDE ELECTRONIC JOB REGISTRY**

The Post-Secondary Employers' Association of British Columbia will establish and maintain a system-wide electronic registry of job postings and the necessary supporting database.

**15.1 Posting**

(a) Employers shall ensure that the internal selection procedure in the applicable local Collective Agreement has been concluded prior to job postings being listed on the system-wide registry.

(b) Institutions will post on the Registry all employment opportunities of half-time or more and longer than three months in duration that are available to applicants beyond those employed by the institution.

- (c) Postings will be removed from the registry one (1) week after the closing date.
- (d) Employers may elect to include job postings from institutions not covered by this Agreement.
- (e) Unions, employers and employees have the right to access the information on the system-wide registry. Computer terminal access will be provided and the location will be mutually agreed at the local level. Where Internet access is not available, other arrangements will be made.

### 15.2 Electronic Registry of Eligible Employees (Registrants)

- (a) Employees covered by the Agreement are eligible for listing on the system-wide registry if they are regular employees who have received notice of layoff or who have been laid off.
- (b) Laid-off employees will become ineligible in the following situations:
  - (1) They are recalled or appointed to an equivalent position at the institution from which they were laid-off;
  - (2) They obtain an equivalent position as a result of being listed on the system-wide registry; or
  - (3) Upon the expiration of the employee's recall rights, or two (2) years from the date of registration, whichever is later.

### 15.3 Application Procedures

- (a) An employee applies for a listing on the system-wide registry through the employee's Human Resources Department by completing the form in Appendix 5.
- (b) The institution will immediately forward the completed form to the Post-Secondary Employers' Association of British Columbia who will list eligible employees on the system-wide registry.
- (c) A registrant is responsible to ensure the information is current and to immediately notify the Employer and the local Union if the registrant is no longer available for employment through the Registry.

### 15.4 Registrant Applying for Vacancies

- (a) It is the responsibility of registrants listed on the system-wide registry to inquire about and apply for the available positions.
- (b) Registrants applying for a posted position in the manner prescribed by the posting institution must inform the institution at the time of application that they are a registrant on the system-wide registry and what their registry status is as per Appendix 5.

### 15.5 Rights of Registrants

- (a) *Entitlement for Interview*
  - (1) Registrants who apply for a job posting at an institution who meet the selection criteria as described in the job posting will be interviewed in person, by phone or video conference. In the event that more than five (5) qualified registrants apply, the institution shall interview the five (5) most senior qualified registrants plus qualified external applicants. Registrants will be given preference over external applicants for registry job postings. Selection will be made on the basis of the selection language in the local Collective Agreements.
- (b) *Entitlements for Successful Applicants*
  - (1) *Orientation/Training:* A registrant who accepts an offer of available work shall be entitled to a reasonable amount of orientation and training.

(2) *Benefits:* Registrants who are eligible for health and welfare benefits at the hiring institution shall have the waiting period(s) waived subject to carrier provisions.

(3) *Seniority:* All registrants who accept an offer of available work at the hiring institution shall have their seniority recognized for all purposes other than severance accrual for subsequent layoff. If necessary, the seniority will be recalculated in accordance with the Collective Agreement at the hiring institution.

(4) *Relocation Costs for Registrants:* Relocation costs for successful applicants who change residence as a result of the hiring that are supported by proper proof of expenditures within ninety (90) days of commencing employment, will be paid by the hiring institution in accordance with its relocation policies and practices for the position for which the registrant was hired. If funding is available, the cost will be reimbursed to the hiring institution from the Labour Adjustment Fund.

(5) *Recall and Repayment:* An employee hired from the Registry who is recalled by an institution and returns to work at the institution will pay relocation costs from that institution that hired him/her in accordance with its relocation policies and practices for the position for which the registrant was hired.

(6) *Reporting of Registry Activities:* Employers shall report all registry activities to the Labour/Management Relations Committee, including names of those interviewed and those hired.

## ARTICLE 16 - JOB SECURITY/SENIORITY RIGHTS

### 16.1 Application of Agreement

The Employer will not use a combination of part-time and/or auxiliary employees to the extent that they replace, displace or prevent the hiring of a full-time employee.

### 16.2 Job Security

Employees who are placed in/recalled to a different job classification shall be paid at the rate of the new job classification accordingly:

- (a) recalled to a higher classification level - paid in accordance with Clause 30.5.
- (b) recalled to a lower classification level - paid in accordance with Clause 30.7.

### 16.3 Notice of Layoff

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

### 16.4 Severance, Retraining and Recall

- (a) An employee who is to be laid off shall be entitled to one (1) of the following options and shall so indicate his/her option in writing to the Employer within two weeks of notification of layoff. Where no indication is given within one (1) calendar month, the employee will be deemed to have chosen option (1) below. The employee shall receive, together with his layoff notice, a listing of the current seniority list in order to review job possibilities with lesser seniority. The employee shall be entitled upon request to also receive job descriptions for any of these job possibilities.

- (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 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 month to a maximum of four (4) months salary.

This will be paid in full as soon after the date of layoff as administratively possible. An employee exercising this option shall be eligible for recall to regular positions only.

- (2) A severance pay calculated on the same basis as outlined in (1) above, and paid by instalments on regular paydays at regular pay rate until the full amount of severance pay is paid. An employee exercising this option shall be eligible for recall to either regular or auxiliary positions.
  - (3) Salary and benefit continuance excluding annual leave/annual vacation during period of retraining for employees with two (2) or more years' seniority calculated on the basis of one (1) month's continuance for each year of seniority to a maximum of six (6) months. An employee exercising this option shall not be eligible for recall notwithstanding Clause 11.11.
- (b) Benefits under Clause 16.4(a) above shall not exceed the time that would be required for the employee to reach his/her maximum retirement age.
  - (c) On or prior to the date of layoff the Employer shall advise the employee of the probability of recall to regular and/or auxiliary positions.
  - (d) An employee failing to indicate to the Employer his/her option in writing within the time limit set out in Clause 16.4(a) above shall be deemed to have taken the option under Clause 16.4(a)(1) above.
  - (e) An employee taking the option under Clause 16.4(a)(1) above shall sign a statement to the effect that, should he/she be recalled to a regular position during the period covered by the severance pay, he/she shall immediately repay to the Employer the proportionate amount of severance pay received, and that failure to do so shall be deemed just cause for dismissal.
  - (f) An employee taking the option under Clause 16.4(a)(2) above and recalled to a regular position during the period covered by the severance pay shall immediately cease to receive any further instalment payments.
  - (g) Subject to Clause 11.11, an employee taking the option under Clause 16.4(a)(2) above shall take precedence over auxiliary employees when appropriate auxiliary vacancies arise and, when recalled to an auxiliary position, shall receive the rate of pay pursuant to Clause 16.2. If the recall to auxiliary position occurs during the period covered by the severance pay, further instalment payments shall be suspended during the period of work but, upon layoff again, shall resume until the full amount of severance pay is paid. Refusal of an auxiliary job offer shall be counted as one (1) decline under Clause 11.8(e).
  - (h) An employee recalled to or retrained for a regular position and subsequently laid off again shall have calculation of his/her entitlement under Clause 16.4(a) above based only on seniority accrued since the last appointment, but such amount shall not be less than the amount he/she did not receive previously.

## ARTICLE 17 - HOURS OF WORK

### 17.1 Hours of Work

- (a) The annual hours of work exclusive of meal periods taken away from the workstation but including paid holidays will be eighteen hundred twenty-seven (1,827) which is equivalent to an average of thirty-five (35) hours per week. The eighteen hundred twenty-seven (1,827) annual hours means that all work schedules will be based on that figure. Due to varying lengths of the calendar and work years and the varying times that employees may begin and end their work schedules, an employee will be required to work an average of eighteen hundred twenty-seven (1,827) hours.
- (b) Except as otherwise provided, the standard workweek for employees shall consist of up to five (5) consecutive days between Monday and Friday inclusive.
- (c) The regular workday shall consist of no less than three (3) hours and no more than nine (9) hours per day (including authorized travel time) exclusive of meal periods. Regular hours worked shall total seventy (70) hours averaged over a two (2) week period for full-time employees.
- (d) Except as otherwise provided, the workday shall be seven (7) hours' duration exclusive of meal period, and these hours shall be scheduled between 8:00 a.m. and 5:00 p.m.
- (e) Notwithstanding the foregoing, workday hours may commence at other times where there is mutual agreement at the local level.
- (f) *Scheduling of Lieu Days:*
- (1) Pursuant to Clauses 20.3 and 20.4, days off in lieu of paid holidays shall be scheduled by mutual agreement and taken within sixty (60) days following the paid holiday.
  - (2) If the lieu day is not taken within the sixty (60) days, it shall be immediately scheduled on the vacation roster.
  - (3) This clause does not apply where the days in lieu of paid holidays are built into the shift pattern.

### 17.2 Work Schedules

- (a) Shift patterns and lengths of scheduled workdays to meet the annual hours of work shall be established by mutual agreement.
- (b) The Employer shall determine when various services are provided (hours of operation), the classifications of positions and the numbers of employees required to provide the services. This provision will not nullify the application of the other Articles of this Agreement.
- (c) The Employer's designate and the employee's representative at the local level will establish work schedules based upon the shift patterns and hours of work clauses in this Agreement, including the following:
- (1) If either Party wishes a change to existing work schedules it shall provide the other Party with the earliest possible advance notice in writing.
  - (2) If a change is requested only at the local level, the notice shall be given to the appropriate Union steward or designated Employer representative. If a change is requested which involves more than one (1) worksite, notice shall be given to the President of the Union or designated Employer official.
  - (3) The Parties shall have **ten (10)** days, from the date notice is given to reach agreement on work schedules.

- (4) If the Parties are unable to reach agreement within **ten (10)** days either Party may refer the matter to arbitration pursuant to Article 9.
- (5) The Party requesting a change from what has been previously agreed to shall bear the onus for justifying the change.
- (d) The Parties recognize that in reaching mutual agreement on work schedules, or where an arbitration board is determining a schedule in accordance with the provisions of this clause the following will also be met:
- (1) Work schedules shall meet the hours of operation and shall consider unusual or seasonal demands and functionally linked work groups within and without the bargaining unit.
  - (2) Work schedule changes, within existing hours of operation, should not result in increased cost to the Employer.
  - (3) If the above criteria are satisfied, consideration shall also be given to employee preferences.
- (e) (1) In the event there is a dispute between the Parties at the local level, the Employer may implement, on an interim basis, a new or changed work schedule by giving fourteen (14) days notice, providing the length of workday is not increased beyond nine (9) hours and providing the change is necessary because of an introduction of a new program or a change to the hours of operation. However, under extenuating circumstances the fourteen (14) days notice may be concurrent with the period of notice in Clause 17.2(c)(3) above.
- (2) Where the proposed change is within existing hours of operation, no change shall be made without mutual agreement or an Arbitrator's decision.
- (f) (1) Existing shift patterns are as follows:
- (i) five (5) days on/two (2) days off;
  - (ii) four (4) days on/two (2) days off;
  - (iii) four (4) days on/three (3) days off.
- (2) Starting and finishing times of workdays shall be established by mutual agreement.
- (3) A record of the employee's work schedule shall be maintained at the local level.
- (g) **Workplace Flexibility**

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

- (1) Local Collective Agreement language shall apply except as expressly provided below.
- (2) After the date of ratification of this agreement, new positions created and vacant positions may include Saturday and/or Sunday as a regular workday. Postings for these positions shall state the consecutive days of work.
- (3) No regular employee hired prior to the date of ratification of this agreement shall be required to work Saturday or Sunday as a regular workday, unless the employee is currently scheduled to work Saturday or Sunday.
- (4) 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.

(5) No employee shall be laid off or have their hours of work reduced as a result of this Article.

### 17.3 Conversion of Hours

(a) *Lieu Days*

Where an employee is granted a lieu day pursuant to Clauses 20.3 or 20.4, the time off granted will be seven (7) hours per lieu day for a full-time employee and prorated for a part-time employee.

(b) *Vacation*

Where an employee is granted vacation pursuant to Clause 21.1 the annual vacation entitlement shall be converted to hours on the basis of a seven (7) hour day and vacation taken shall be deducted in accordance with the actual hours of the employee's daily shift in effect at the time the vacation is taken.

(c) *Designated Paid Holidays*

Where an employee is granted a designated paid holiday pursuant to Article 20, the time off granted will be seven (7) hours per designated paid holiday for a full-time employee and prorated for a part-time employee. Where the scheduled workday exceeds seven (7) hours, the resulting difference shall be included in the work schedules established pursuant to Clauses 17.1, 17.2 and 17.3.

### 17.4 Rest Periods and Clean-up Time

(a) All employees shall have two (2) fifteen (15) minute rest periods in each work period in excess of six (6) hours, one (1) rest period to be granted before and one (1) after the meal period. Employees working a shift of three and one-half (3½) hours, but not more than six (6) hours, shall receive one (1) rest period during such a shift. Rest periods shall not begin until one (1) hour after the commencement of work or not later than one (1) hour before either the meal period or the end of the shift. Rest periods shall be taken without loss of pay to the employee. The application of this provision is subject to Clause 17.2(b).

(b) Employees shall be allowed reasonable time during the workday or shift for clean-up purposes.

### 17.5 Meal Periods

(a) Meal periods shall be between thirty (30) and sixty (60) minutes in length and subject to mutual agreement between the College's and the Union's designated representatives at the local level.

(b) An employee shall be entitled to take his/her meal period away from the workstation. Where this cannot be done, the meal period shall be considered as time worked and compensated for subject to Clause 19.6.

(c) Meal periods shall be scheduled as closely as possible to the middle of the workday.

### 17.6 Work Locations/Points of Assembly/Work Start Times

(a) Every stationary employee covered by this Agreement shall be assigned to a designated headquarters. When temporarily assigned another work location, time spent in travel from the employee's residence to the new work location in excess of time normally spent in travel from the employee's residence to his/her designated headquarters shall be considered time worked.

(b) When employees are required to report to a central location in order to be assigned their work location, their workday shall commence from the time they are required to report for assignment.

### 17.7 Flextime

(a) For the purpose of this Agreement, flextime means the hours worked by an employee, or group of employees, who shall be given the authority to work flextime by mutual agreement between the Parties at a local level. This authority shall not be unreasonably withheld:

- (1) choose their starting and finishing times; and
- (2) choose their length of workday with a maximum of nine (9) hours, subject to meeting the required annual hours of work in accordance with this Agreement, through a specified averaging period of seventy (70) hours per two (2) week period.

(b) Employees who are designated by reason of job requirements which may vary from a regular shift to work a maximum of nine (9) hours per day averaging seventy (70) hours per two (2) week period within the total context of one thousand, eight hundred and twenty-seven (1827) hours of work per year.

(c) The full-time employee on flextime who has a day of absence, whether with or without pay, will be deemed to be absent for seven (7) hours providing at least seven (7) hours are required to complete the averaging period. If less than seven (7) hours are required to complete the averaging period such number of hours will be deemed to be the hours of absence.

### 17.8 Staff Meetings

Staff meetings shall be scheduled within the seven (7) hour workday. If a staff meeting is scheduled during the unpaid lunch period, the meeting shall be with pay at the applicable overtime rates.

## ARTICLE 18 - SHIFT WORK

### 18.1 Definitions of Shifts and Shift Premiums

(a) *Identification of Shifts*

- (1) *Day Shift* - all hours worked on any shift which starts between 4:30 a.m. and 1:59 p.m. inclusive;
- (2) *Afternoon Shift* - all hours worked on any shift which starts between 2:00 p.m. and 8:59 p.m. inclusive;
- (3) *Night Shift* - all hours worked on any shift which starts between 9:00 p.m. and 4:29 a.m. inclusive.

(b) *Shift Premium*

Eighty-five cents (85¢) per hour for afternoon or night shift.

### 18.2 Shift Premium Entitlement

(a) Employees working an afternoon or night shift as identified in Clause 18.1(a)(2) and 18.1(a)(3) shall receive a shift premium for all hours worked on the shift.

(b) An employee working a full shift which begins between 11:00 a.m. and 1:59 p.m. inclusive shall receive the afternoon shift premium for all hours worked after 2:00 p.m.

(c) A part-time employee working less than the normal hours per day of a full-time employee will receive the afternoon shift premium for all hours worked on a shift more than half of which is regularly scheduled between 6:00 p.m. and 6:00 a.m., except that an employee regularly scheduled to start between 10:00 p.m. and 2:00 a.m. will receive instead the night shift premium.

(d) Employees covered by flextime and/or modified workweek agreements, who by their own volition, choose to begin their shift at a time which would qualify them for a shift premium shall not be entitled to the premium. Employees who are required to begin their shift at a time which would qualify them for a shift premium in accordance with the above provision shall receive the appropriate premium.

(e) Shift premiums will apply to overtime hours worked in conjunction with a shift. An employee who is called out between 9:00 p.m. and 4:29 a.m. shall receive the night shift premium for each hour worked during the call out period up to the commencement of his/her regularly scheduled shift.

### **18.3 Notice of Work Schedules**

(a) Work schedules for regular employees shall be posted at least fourteen (14) days in advance of the starting day of a new schedule.

(b) In the event that the work schedule or shift for a regular employee or an auxiliary employee working a scheduled shift roster is changed without forty-eight (48) hours' advance notice and such change is the result of the actions of another employee covered by this Agreement utilizing the benefits provided for by the provisions of this Agreement, the employee will receive a premium of eighty-five cents (85¢) per hour in addition to his/her regular pay, for work performed on the first shift to which he/she changed.

(c) In the event that an employee's work schedule or shift is changed without five (5) days advance notice and the change results from causes other than defined in Clause 18.3(b) above, the employee shall receive a premium at the applicable overtime rate for work performed on the first shift to which he/she changed, except that if the change results from no fault of the Employer he/she shall not receive a premium at overtime rates but shall receive the premium defined under 18.3(b) above.

### **18.4 Short Changeover Premium**

(a) If shifts are scheduled so that there are not twenty-four (24) hours between the start of an employee's shift and the start of his/her next shift, a premium calculated at the overtime rates will be paid for hours worked on the succeeding shift within the twenty-four (24) hour period.

(b) Where an employee exercises seniority rights to work shifts, one of which falls within the twenty-four (24) hour period from the start of the previous shift, the employee shall not be entitled to claim the premium rate referred to in Clause 18.4(a) above.

### **18.5 Exchange of Shifts**

Employees may exchange shifts with the approval of the Employer, provided that, whenever possible, sufficient advance notice in writing is given and provided that there is no increase in cost to the Employer.

### **18.6 Shortfall of Annual Working Hours**

There shall be no payback for shortfall of annual working hours in the shift system.

### **18.7 Split Shift**

There shall be no split shifts scheduled except by mutual agreement at the local level. Should the split shift obviously benefit the Employer, as determined by examining the alternatives such as paying overtime or shift premium, or the hiring of additional staff, the Employer shall pay a meal allowance or provide a meal voucher should the interval between the two portions of the shift be two (2) or more hours.

## ARTICLE 19 - OVERTIME

### 19.1 Definitions

- (a) "*Overtime*" means work performed by a full-time employee in excess or outside of his/her regularly scheduled hours of work.
- (b) "*Straight-time rate*" means the hourly rate of remuneration.
- (c) "*Time and one-half*" means one and one-half times (1½x) the straight-time rate.
- (d) "*Double time*" means twice (2x) the straight-time rate.
- (e) "*Double time and one-half*" means two and one-half times (2½x) the straight-time rate

### 19.2 Authorization and Application of Overtime

- (a) An employee who is required to work overtime shall be entitled to overtime compensation when:
  - (1) the overtime worked is authorized in advance by the Employer; and
  - (2) the employee does not control the duration of the overtime worked.
- (b) Notwithstanding the foregoing, the Employer and the Union recognize that the nature of the work carried out by persons in some classifications is such that it may not be possible for the employee to obtain prior authorization for the necessary overtime work. In such cases the employee shall use his/her discretion in working the overtime and the Employer shall be considered to have authorized the overtime in advance. However, the Employer reserves the right, subject to the grievance procedure, to determine the legitimacy of the overtime claimed. In order to facilitate a fair and reasonable administration of the clause, the Employer will draw up regulations defining the circumstances under which an employee may undertake overtime work without prior authorization. Copies of these regulations will be supplied to the Joint Committee.

### 19.3 Overtime Entitlement

- (a) An employee will be entitled to compensation for authorized overtime in excess of:
  - (1) the scheduled daily hours; or
  - (2) the maximum daily hours for those employees on flextime; or
  - (3) the agreed averaging period.
- (b) *Calculation of Overtime Rate* - The overtime hourly rate shall be calculated by dividing the employee's biweekly rate by 70 and multiplying the resultant quotient by the hours worked.
- (c) Overtime shall be compensated in thirty (30) minute increments; however, employees shall not be entitled to any compensation for periods of overtime of less than five (5) minutes per day.

### 19.4 Recording of Overtime

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

### 19.5 Sharing of Overtime

Overtime work shall be allocated equitably considering availability and location of employees.

### 19.6 Overtime Compensation

- (a) Overtime worked shall be compensated at the following rates:

- (1) time and one-half ( $1\frac{1}{2}x$ ) for the first two (2) hours of overtime on a regularly scheduled workday; and
- (2) double time ( $2x$ ) for hours worked in excess of Clause 19.6(a)(1);
- (3) double time ( $2x$ ) for all hours worked on a day of rest.

The compensation of overtime in Clauses 19.6(a)(1) and (2) is to be on a daily basis and not cumulative.

(4) An employee who works on a designated holiday which is not a scheduled workday shall be considered to have worked overtime and shall receive his/her regular day's pay, and shall receive additional compensation at the rate of double time for all hours worked; except for Christmas and New Year's when the additional compensation shall be at the rate of double time and two and one-half ( $2\frac{1}{2}$ ) for all hours worked.

(b) Overtime shall be compensated either in cash or time off. Where an employee opts for time off, such time off shall be scheduled by mutual agreement except in the case of Clause 19.2(b) within thirty (30) workdays immediately after the overtime was worked. Where there is no mutual agreement, the employee shall be compensated in cash. Where cash is paid, every effort shall be made to make the payment by the end of the month following the month in which the overtime was worked.

#### **19.7 Overtime Meal Allowance**

(a) When an employee is required to work in excess of two and one-half ( $2\frac{1}{2}$ ) hours overtime immediately before or after completion of his/her scheduled daily hours, he/she shall be provided with a meal or shall be reimbursed with an overtime meal allowance, and a meal break of one-half ( $\frac{1}{2}$ ) hour with pay will be given. The overtime meal allowance shall be thirteen dollars (\$13) effective date of signing of the Agreement.

(b) If the employee continues to work overtime beyond three (3) hours, a further meal or allowance and meal break as above shall be provided upon completion of an additional four (4) hours worked, and upon the completion of every three (3) hours worked thereafter.

(c) When an employee is called out for overtime prior to his/her scheduled shift and it was not possible to give sufficient notice to permit preparation of the meal normally taken to work, the Employer shall provide the meal or pay the overtime meal allowance.

(d) In the case of an employee called out on overtime to work on a rest day, this clause will apply only to hours worked outside his/her regular shift times for a normal workday.

(e) Where any of the meals provided under Clauses 19.7(a), (b), (c) or (d) above duplicates a meal for which an employee is entitled because of travel status, then the employee shall receive only one (1) benefit for each meal.

#### **19.8 No Layoff to Compensate for Overtime**

Employees shall not be required to lay off during regular hours to equalize any overtime worked.

#### **19.9 Right to Refuse Overtime**

All employees shall have the right to refuse to work overtime, except when required to do so in emergency situations, without being subject to disciplinary action for so refusing.

**19.10 Overtime for Part-time Employees**

- (a) A part-time employee working less than the normal hours per day of a full-time employee, and who are required to work longer than his/her regular workday, shall be paid at the rate of straight time for the hours so worked, up to and including the normal hours in the workday of a full-time employee.
- (b) A part-time employee working less than the normal days per week of a full-time employee, and who is required to work other than his/her regularly scheduled workdays shall be paid at the rate of straight time for the days so worked up to and including the normal workdays in the workweek of a full-time employee.
- (c) Overtime rates shall apply to hours worked in excess of Clauses 19.10(a) and (b) above.

**19.11 Call Out Provisions**

- (a) *Call Out Compensation* - A regular employee who is called back to work outside his/her regular working hours shall be compensated for a minimum of three (3) hours at overtime rates. He/she shall be compensated from the time he/she leaves his/her home to report for duty until the time he/she arrives back upon proceeding directly to and from work.
- (b) *Call Out Time Which Abuts the Succeeding Shift:*
  - (1) If the call out is for three (3) hours or less, the employee will be required to work the call out period and the whole of the abutting shift. In this case, compensation shall be overtime rates for the call out period and straight time rate for the regular shift.
  - (2) If the call out is for longer than three (3) hours, the employee will be required to work the call out period and a portion of the abutting regular shift. The portion of the regular shift which must be worked will be regular shift less the amount that call out exceeds three (3) hours. Compensation shall be at overtime rates for the call out period and straight time for the regular shift without shortfall.
  - (3) For the purpose of Clause 19.11(b)(1) above it is agreed that "*call out*" means that the employee has been called out without prior notice.
- (c) *Overtime or Call Out Which Does Not Abut the Succeeding Shift:*
  - (1) When overtime is worked there shall be an elapsed time of eight (8) hours between the end of overtime and the time the employee reports for duty on the next regular shift, with no shortfall out of his/her regular shift.
  - (2) In a call out situation where at least three (3) hours which do not abut the succeeding shift are worked in the ten (10) hours preceding the start of the regular shift, there shall be an elapsed time of eight (8) hours between the end of the call out and the time the employee reports for duty on his/her next regular shift, with no shortfalls out of the regular shift.
  - (3) If the elapsed eight (8) hour period following results in only two (2) hours or less of their regular shift available for work, employees shall not be required to report for work on that shift, with no shortfall.
- (d) Time spent by an employee travelling to work or returning to his/her residence before and after call out shall not constitute time worked but shall be compensated at the overtime rate.
- (e) Should an employee be required to work that period which is considered free from work in the regular shift, as provided for in Clauses 19.11(b)(2), (c)(1) and (c)(2) above, then that portion of the shift shall be compensated at overtime rates.

**19.12 Rest Interval After Overtime**

An employee required to work overtime adjoining his/her regularly scheduled shift shall be entitled to eight (8) clear hours between the end of the overtime work and the start of his/her next regular shift. If eight (8) clear hours are not provided, a premium calculated at overtime rates shall apply to hours worked on the next regular shift.

**ARTICLE 20 - PAID HOLIDAYS****20.1 Paid Holidays**

- (a) The following have been designated as paid holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Queen's Birthday	Christmas Day
Canada Day	Boxing Day
British Columbia Day	

- (b) It is understood that Heritage Day shall be recognized as a designated paid holiday upon proclamation. Any other holiday proclaimed as a holiday by the Federal, Provincial or Municipal Governments for the locality in which an employee is working shall also be a paid holiday.

**20.2 Holidays Falling on Saturday or Sunday**

For an employee whose workweek is from Monday to Friday and when any of the above-noted holidays falls on a Saturday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this Agreement; and when a holiday falls on a Sunday and it is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding section already applies to the Monday), shall be deemed to be the holiday for the purpose of this Agreement.

**20.3 Holiday Falling on a Day of Rest**

- (a) When a paid holiday falls on an employee's day of rest, the employee shall be entitled to a day off with pay in lieu.
- (b) If an employee is called in to work on the day designated as the lieu day pursuant to Clause 20.3(a) above, he/she shall be compensated at double time rate.

**20.4 Holiday Falling on a Scheduled Workday**

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

**20.5 Holiday Coinciding with a Day of Vacation**

Where an employee is on vacation leave and a day of paid holiday falls within that period, the paid holiday shall not count as a day of vacation.

**20.6 Christmas or New Year's Day Off**

The Employer agrees to make every reasonable effort to ensure that employees required to work shift shall have at least Christmas Day or the following New Year's Day off.

**20.7 Paid Holiday Pay**

Payment for paid holidays will be made at an employee's basic pay, except if an employee has been working in a higher paid position than his/her regular position for a majority of the sixty (60) workdays preceding a paid holiday, in which case he/she shall receive the higher rate.

**ARTICLE 21 - ANNUAL VACATION**

**21.1 Annual Vacation**

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

<b>Vacation Years</b>	<b>Workdays</b>
First to fifth .....	21
Sixth .....	22
Seventh .....	23
Eighth .....	24
Ninth .....	25
Tenth to Fifteenth .....	26
Sixteenth to Nineteenth .....	31
Twentieth and thereafter.....	33

(b) Employees engaged on a part-time basis shall be entitled to the above annual vacation on a pro rata basis.

**21.2 Definitions**

(a) "*Vacation Year*" - For the purposes of this Article a vacation year shall be the calendar year commencing January 1st and ending December 31st.

(b) "*First Vacation Year*" - The first vacation year is the calendar year in which the employee's first anniversary falls.

**21.3 War Service**

(a) Service with the Active Forces of the Crown during any war may be counted in the calculation for vacation entitlement after the employee has completed one (1) year's service with the College. This regulation applies solely to those who served as members of the Commonwealth forces.

(b) Duration of wars (recognized dates) - The recognized dates of duration of the following wars are:

- World War II - from September 2, 1939 to June 30, 1947;
- Korean Conflict - from August 7, 1950 to July 27, 1953.

(c) Discharge certificates must be presented before war service is recognized. It is not necessary that an individual shall have been employed by the College immediately prior to any war nor to have joined the College immediately following war service. In other words, any war service with HM Forces may be added to his/her period of service with the College for the purpose of computing the required service for the additional vacation privileges.



(d) *Merchant Marine Service* - Service on the high seas (deep sea) during World War II may be credited toward the service requirement for vacation purposes. Employees are required to submit certified records of their deep sea time for assessment by the College.

#### **21.4 Vacation Earnings for Partial Years**

- (a) (1) During the first partial year of service a new employee will earn vacation at the rate of one and three-quarter ( $1\frac{3}{4}$ ) days for each month for which he/she earns ten (10) days pay.
- (2) Subject to Clause 21.8, any unused vacation earned during the first partial year will be paid to the employee at December 31st of that year.
- (b) During the first and subsequent vacation years an employee will earn one-twelfth ( $1/12$ ) of the annual entitlement for each month in which the employee has received at least ten (10) days pay at straight-time rates. Where an employee has taken more vacation than earned, the unearned portion taken shall be charged against future earned credits or recovered upon termination whichever occurs first.

#### **21.5 Vacation Scheduling**

- (a) With the exception of authorized vacation carryover under Clause 21.8, the scheduling and completion 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 ninth anniversary falls shall be the ninth vacation year; in which the tenth anniversary falls the tenth vacation year; etc.
- (c) An employee earns but is not entitled to receive vacation during the first six (6) months of continuous employment.
- (d) Vacation schedules, once approved by the Employer, shall not be changed, other than in cases of emergency, except by mutual agreement between the employee and the Employer.
- (e) Subject to operational requirements, it is the intent of the Parties that no employee shall be restricted in the time of year he/she chooses to take his/her vacation entitlement, and that all employees shall be allowed to take at least four (4) weeks of their vacation entitlement during the period of May 1st to September 30th inclusive, which shall be defined as prime time vacation period.
- (f) Vacations shall be granted on the basis of service seniority within a classification series in the work unit.
- (1) Subject to operational requirements, an employee shall be entitled to receive his/her vacation in an unbroken period. If an employee decides to break his/her entitlement into more than one (1) continuous group of workdays, he/she shall be entitled to use his/her seniority rights for only one (1) such group of days in a calendar year.
- (2) An employee, who does not exercise his/her seniority rights within two (2) weeks of receiving the vacation schedule, shall not be entitled to exercise those rights in respect of any vacation time previously selected by an employee with less seniority.
- (g) Completed vacation schedules will be posted by March 1 of each year. The schedule will be circulated commencing February 1 of each year.

#### **21.6 Vacation Pay**

- (a) Payment for vacations will be made at an employee's basic pay, except if an employee has been working in a higher paid position than his/her regular position for a majority of his/her regularly

scheduled hours in the sixty (60) working days preceding his/her vacation in which case he/she shall receive the higher rate.

(b) When a payday falls during a regular employee's vacation the employee shall be entitled to have the pay cheque forwarded to a mailing address supplied by the employee in writing.

(c) Once per calendar year, upon thirty (30) days written notice, a regular employee shall be entitled to receive prior to commencement of a vacation, a payroll advance equivalent to the amount of his/her regular pay cheque issued during the vacation period, except that no payroll advance shall be issued in December for the January pay or in March for the April pay.

### **21.7 Approved Leave of Absence with Pay During Vacation**

When an employee is in receipt of the Short-term Illness and Injury Plan benefits or on leave with pay in accordance with Clauses 23.1, 23.5, and 23.7 during his/her vacation period, there shall be no deduction from the vacation credits for such leave. The period of vacation so displaced shall be taken at a mutually agreed time. An employee intending to claim displaced vacation must advise the Employer and provide necessary documentation within seven (7) days of returning to work.

### **21.8 Vacation Carryover**

(a) An employee may carry over up to five (5) days vacation per 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 1<sup>st</sup> of that year, may carry over up to five (5) days vacation into their first vacation year. Except as provided in Clause 21.4(a)(2), an employee shall not receive cash in lieu of vacation time except upon termination, resignation or retirement.

(b) Where it is through the fault of the Employer that the full vacation entitlement has not been taken within the calendar year in which it is earned, a carryover of unused days shall be granted by the College.

### **21.9 Callback from Vacation**

(a) Employees who have commenced their annual vacation shall not be called back to work except in cases of extreme emergency.

(b) When, during any vacation period, an employee is recalled to duty, he/she shall be reimbursed for all expenses incurred thereby by him/herself, in proceeding to his/her place of duty and in returning to the place from which he/she was recalled upon resumption of vacation, upon submission of receipts (except for meals) to the Employer.

(c) Time necessary for travel in returning to his/her place of duty and returning again to the place from which he/she was recalled shall not be counted against his/her remaining vacation entitlement.

### **21.10 Vacation Leave on Retirement**

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

### **21.11 Vacation Credits Upon Death**

Earned but unused vacation entitlement shall be made payable, upon termination due to death, to the employee's dependent, or where there is no dependent, to the employee's estate.

## ARTICLE 22 - SHORT-TERM ILLNESS & INJURY AND LONG TERM DISABILITY

- (a) Employees shall be entitled to coverage for short-term illness and injury and long-term disability in accordance with the regulations included as Appendix 1.
- (b) An employee intending to return to work following an absence pursuant to Clause 11.5(b) shall be entitled to reinstatement in his/her former position, provided it still exists. Where the former position no longer exists, the Employer shall place the employee in an alternate position of equivalent classification, subject to qualifications and seniority. Where an employee returns from Long Term Disability the Employer shall have a period not exceeding thirty (30) days to make the necessary staffing adjustments.

## ARTICLE 23 - SPECIAL AND OTHER LEAVES

### 23.1 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 bereavement leave, at his/her regular rate of pay, 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 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.

### 23.2 Special Leave

- (a) Where leave from work is required, an employee shall be entitled to special leave at his/her regular rate of pay for the following:
- (1) marriage of the employee..... 3 days;
  - (2) attend wedding of the employee's child ..... 1 day;
  - (3) (i) birth of an employee's child..... 1 day;
  - (ii) adoption of an employee's child..... 3 days;
  - (4) serious household or domestic emergency ..... 1 day;
  - (5) moving household furniture and effects ..... 1 day;
  - (6) attend his/her formal hearing to become a Canadian citizen ..... 1 day;
  - (7) attend funeral as pallbearer or mourner ..... ½ day;
  - (8) court appearance for hearing of employee's child ..... 1 day.
- (b) Two (2) weeks notice is required for leave under Clause 23.2(a)(1), (2), (5) and (6).
- (c) For the purposes of Clauses 23.2(a)(2), (4), (5), (6), (7) and (8), leave with pay will be only for the workday on which the situation occurs. For the purpose of Clauses 23.2(a)(1) and (3), the leave requested must fall within a seven (7) day period of the event.
- (d) For the purpose of determining eligibility for special leave under Clause 23.2(a)(5), an employee will qualify if he/she is maintaining a self-contained household and if he/she is changing his/her place of residence which necessitates the moving of household furniture and effects during his/her normal working hours, and if he/she has not already qualified for special leave under Clause 23.2(a)(5) on two occasions within the preceding twelve (12) months.

**23.3 Family Illness**

- (a) In the case of illness of a dependent child or spouse of an employee, and when no one at the employee's home other than the employee can provide for the needs of the ill child or spouse, the employee shall be entitled, after notifying his/her supervisor, to use up to a maximum of two (2) days paid leave at any one (1) time for this purpose.
- (b) The Employer may request a report from a qualified medical practitioner when it appears that a pattern of consistent absence is developing.
- (c) The provisions of this Article shall apply to an employee's parent. The Employer may require the written confirmation from a medical practitioner that the employee's attendance was required.

**23.4 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 ninety (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 (1) year;
- (c) For employees elected to a public office for a maximum period of five (5) years.

**23.5 Leave for Court Appearances**

- (a) The Employer shall grant paid leave to employees, other than employees on leave without pay, who serve as jurors or witnesses in a court action, provided such court action is not occasioned by the employee's private affairs.
- (b) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay.
- (c) An employee in receipt of his/her regular earnings while serving at court shall remit to the Employer all monies paid to him/her by the court within five (5) workdays of receipt of such monies, except travelling and meal allowances not reimbursed by the Employer.
- (d) Time spent at court by an employee in his/her official capacity shall be at his/her regular rate of pay.
- (e) Court actions arising from employment, requiring attendance at court, shall be with pay.
- (f) In the event an accused employee is jailed pending a court appearance, such leave of absence shall be without pay.
- (g) For all the above leaves, the employee shall advise his/her supervisor as soon as he/she is aware that such leave is required.

**23.6 Leave for Examinations**

- (a) Leave of absence with pay shall be granted to allow employees time to write examinations for courses approved by the Employer. Employees shall advise the Employer of the time and place of the examination when they are made aware of the time and place.
- (b) Employees shall be permitted to write any in-service examination required by the Employer, upon satisfactory completion of the necessary term of service and training programs. Employees who fail an in-service examination shall, upon request and where available, receive a copy of their examination

paper and shall be eligible to be re-examined. This provision shall not apply to examinations set as a condition of initial employment.

(c) Where work loads permit, employees shall be granted reasonable time during the regular workday to prepare for examinations in order to complete courses offered by the College for the employees. The Parties recognize, however, that employees who avail themselves of the provisions of this clause have a responsibility to devote some of their own time to prepare themselves for such examinations.

### **23.7 Leave for Taking Courses and Educational Leave**

(a) An employee shall be granted leave with pay to take courses at the request of the Employer. The Employer shall bear the full cost of the course, including tuition fees, entrance or registration fees, laboratory fees, and course-required books, necessary travelling and subsistence expenses, and other legitimate expenses where applicable. Fees are to be paid by the Employer when due.

(b) *Professional Development Days with Pay*

(1) 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.**

(2) There will be no wage loss to the employee.

(3) The cost or a portion of the tuition may be borne by the Employer.

(4) Normally there will be no carryover of this entitlement from one (1) calendar year to the next. However, an employee may request in advance that their five (5) professional development days be carried forward into the next calendar year for a specific professional development opportunity. Subject to operational requirements, this request will not be unreasonably denied. Approval for this carryover will be directed to the Joint Professional Development Committee.

(c) *Leave Without Pay*

(1) A regular employee shall be granted leave without pay for up to two (2) years to take courses in which the employee wishes to enrol, provided he/she gives the Employer a minimum of four (4) months' notice.

(2) Applications for such leave shall be submitted to the Employer for approval.

(3) The Employer will pay all the benefits while the employee is on this leave provided the courses or education are beneficial to the College.

(d) Courses required by the Employer leading to a Provincial Instructor's Diploma will be reimbursed in accordance with Clause 23.7(a).

### **23.8 Elections**

Any employee eligible to vote in a Federal, Provincial or Municipal election or a referendum shall have four (4) consecutive clear hours during the hours in which the polls are open in which to cast his/her ballot.

### **23.9 General Leave**

(a) Notwithstanding any provision for leave in this Agreement, and subject to operational requirements, a leave of absence without pay may also be granted for any other reason, in which case,

approval shall not be unreasonably withheld. All requests shall be submitted in writing with as much advance notice as possible. The Employer will give notice in writing as to whether the request is approved or denied and the reasons therefore.

(b) *Leave for One (1) Month or Less*

The Parties agree that should an employee request to work for eleven months in a twelve (12) month period the following terms and conditions will apply:

- (1) The employee will receive salary based on eleven (11) months which will be paid at normal biweekly rates.
- (2) All other benefit coverage will apply for the twelve month period except for vacation entitlement which will be prorated.
- (3) Seniority will be calculated on the basis of a twelve month period.
- (4) Subject to Superannuation Commission regulations, employees may purchase the twelfth month of service by paying both the Employer and the employee share of the premiums.

**23.10 Leave for Medical and Dental Care**

- (a) Where it is not possible to schedule medical and/or dental appointments outside regularly scheduled working hours, reasonable time off for medical and dental appointments for employees, for their spouses or for dependent children shall be permitted, but where any such absence exceeds two (2) hours, the full-time absence shall be charged to the entitlement described in Clause 23.11.
- (b) Employees in areas where adequate medical and dental facilities are not available shall be allowed to deduct from their credit described in Clause 23.11 the necessary return travelling time to receive personal or immediate family medical and dental care at the nearest medical centre. The Employer may request a certificate of a qualified medical or dental practitioner, as the case may be, stating that treatment could not be provided by facilities or services available at the employee's place of residence.
- (c) The provisions of this Article shall apply to an employee's parent. The Employer may require the written confirmation from a medical practitioner that the employee's attendance was required.

**23.11 Maximum Leave Entitlement**

Leaves taken under Clauses 23.2, 23.3 and 23.10 shall not exceed a total of ten (10) workdays per calendar year, unless additional special leave is approved by the Employer.

**23.12 Emergency Service Leave**

Where employees' services are required for emergency operations by request from Provincial Emergency Programs or appropriate police authority, leave from work as required may be granted without loss of basic pay. If any remuneration, other than for expenses, is received, it shall be remitted to the Employer.

**23.13 Canadian Armed Forces**

- (a) Employees who participate in activities related to the Reserve Component of the Canadian Armed Forces may be granted leave of absence as follows:
  - (1) *With Pay* - where an employee is required to take annual training with Her Majesty's reserve forces provided any remuneration from the Government of Canada is remitted to the Employer;

(2) *Without Pay* - where an employee participates in a program of training for the purpose of qualifying for a higher rank; or

(3) *Without Pay* - where an employee, as a delegate, attends meetings of service associations or conferences related to the Canadian Armed Forces.

(b) Any remuneration received from the Government of Canada for the purpose of activities related to the Canadian Armed Forces, may be retained by the employee when on leave of absence without pay, or where he/she chooses to use part or all of his/her vacation/annual leave entitlement for these activities, or where he/she elects to take leave of absence without pay for annual training as stipulated in (a)(1) above.

#### **23.14 Pre-retirement Leave**

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

(1) a special paid leave for a period equivalent to fifty percent (50%) of his/her accumulated sick bank credit, to be taken immediately prior to retirement; or

(2) a special cash payment of an amount equivalent to the cash value of fifty percent (50%) of his/her accumulated sick bank credit, to be paid immediately prior to retirement and based upon his/her current rate of pay.

(b) Sick bank credit for the purpose of this clause means credit accumulated prior to January 1, 1978, which has not been utilized prior to retirement.

(c) Where an employee is permitted to purchase a period of war service under the Municipal Superannuation Act at retirement, he/she may use all or part of his/her entitlement for the purchase of war service.

#### **23.15 Technical Equipment or New Methods**

Where an employee is, or will be, required to operate technical equipment or use new methods during the course of his/her duties and where seminars, demonstrations or conferences are held pertaining to such technical equipment or new methods, the employee may attend such demonstrations, conferences or seminars upon approval of his/her application by the Employer. Employees shall suffer no loss of regular salary as a result of such attendance.

#### **23.16 Oaths, X-rays and Medical Examinations**

When the Employer requires employees to take oaths or undergo medical examinations or x-rays as required for employment, the Employer shall grant the necessary time off.

#### **23.17 Self Funded Leave Plan**

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

#### **23.18 Leave of Absence for College Committees**

An employee whose assigned work schedule would prevent him/her from attending meetings of a College committee to which he/she has been elected or appointed, will be granted a leave of absence from his/her regular duties without loss of pay or other entitlements to attend such meetings(s).

Where such leave is granted, the Employer will replace the employee as necessary. The cost of this provision will be borne by the institution as a general operating expense.

**ARTICLE 24 - MATERNITY AND ADOPTION LEAVE****24.1 Maternity Leave**

(a) Effective August 1, 2001, when on maternity or parental leave, a regular employee will receive a supplemental payment added to Employment Insurance benefits as follows:

(1) For the first two (2) weeks of maternity leave an employee shall receive one hundred percent (100%) of her salary calculated on her average base salary.

(2) For a maximum of fifteen (15) additional weeks of maternity leave the employee shall receive an amount equal to the difference between the Employment Insurance benefits and ninety-five percent (95%) of her salary calculated on her average base salary.

(3) For up to a maximum of thirty-five (35) additional weeks of parental leave, the biological mother shall receive an amount equal to the difference between the Employment Insurance benefits and eighty-five percent (85%) of the employee's salary calculated on her average base salary.

(4) For up to a maximum of thirty-seven (37) weeks of parental leave, the biological father or adoptive parent shall receive an amount equal to the difference between the Employment Insurance benefits and eighty-five percent (85%) of the employee's salary calculated on his/her average base salary.

(5) The average base salary for the purpose of Clause 24.1(a)(1) through Clause 24.1(a)(4) is the employee's average base salary for the twenty-six (26) weeks preceding the maternity or parental leave. If the employee has been on unpaid leave for part of the preceding twenty-six (26) weeks, then up to four (4) weeks of that unpaid leave will be subtracted from the twenty-six (26) weeks for the purpose of calculating the average base salary.

(b) An employee is not entitled to receive Supplemental Employment Benefits and disability benefits concurrently. To receive Supplemental Employment Benefits, the regular employee shall provide the employer with proof of application for and receipt of Employment Insurance benefits.

(c) If an employee is disentitled or disqualified from Employment Insurance maternity or parental benefits, the employee shall receive the supplemental payment to the appropriate percentage less the amount of Employment Insurance benefits the employee would have received if qualified for Employment Insurance benefits.

**24.2 Adoption Leave**

Upon request, and having completed his/her initial probationary period, an employee shall be granted leave of absence without pay for up to six (6) months following the adoption of a child. The employee shall have to furnish proof of adoption. Where both parents are College employees, the employees will decide which of them will apply for the leave.

**24.3 Seniority Rights on Re-employment**

(a) An employee who returns to work after the expiration of maternity or adoption leave shall retain the seniority she had accrued immediately prior to commencing maternity or adoption leave and shall be credited with seniority for the period of time covered by the maternity or adoption leave.

(b) An employee shall be deemed to have resigned on the date upon which her maternity or adoption leave commenced if an application for re-employment is not made one (1) month prior to the expiration of the leave or if she does not return to work after having applied for re-employment.



#### **24.4 Extension of Maternity Leave**

Maternity leave shall be extended for up to an additional six (6) months for health reasons where a doctor's certificate is presented.

### **ARTICLE 25 - OCCUPATIONAL HEALTH AND SAFETY**

#### **25.1 Statutory Compliance**

The Union and the Employer agree that regulations made pursuant to the Workers' Compensation Act, Occupational Environment Regulations or any other statute of the Province of British Columbia pertaining to the working environment, shall be fully complied with. First aid kits shall be supplied in accordance with this clause.

#### **25.2 Joint Occupational Health and Safety Committee**

(a) A Joint Occupational Health and Safety Committee will be established. Union representatives shall be appointed by the Union and the Employer representatives shall be appointed by the Employer. The Committee will meet, in accordance with the Industrial Health and Safety Regulations, to make recommendations on unsafe, hazardous or dangerous conditions with the aim of preventing and reducing risk of occupational injury and illness. A copy of all minutes of the meetings of the Committee shall be sent to the Union and the Employer.

(b) Employees who are representatives of the Committee shall not suffer any loss of basic pay for the time spent attending a committee meeting.

(c) The Committee shall comprise equal numbers - two (2) of representatives of the BCGEU Support Staff Bargaining Unit, BCGEU Instructional Staff Bargaining Unit and the Employer. A Union representative and an Employer representative shall alternate in presiding over meetings.

#### **25.3 Unsafe Work Conditions**

(a) No employee shall be disciplined for refusal to work on a job which in the opinion of:

- (1) A member of the Joint Occupational Health and Safety Committee; or
- (2) A person designated by the Committee.

after an on-site inspection and following discussion with a representative of the Employer, does not meet the standards established pursuant to the Workers' Compensation Act.

(b) Where an employee acts in compliance with Section 3.24 of the Workers' Compensation Board Industrial Health and Safety Regulations, he/she shall not be subject to disciplinary action.

#### **25.4 Injury Pay Provision**

An employee who is injured on the job during working hours and is required to leave for treatment or is sent home for such injury shall receive payment for the remainder of his/her shift without deduction from short-term disability leave.

#### **25.5 Transportation of Accident Victims**

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an on-the-job accident shall be at the expense of the Employer.

#### **25.6 Pollution Control**

The Employer and the Union agree to limit all forms of environmental pollution.

### 25.7 Investigation of Accidents

The Occupational Health and Safety Committee, as provided in Clause 25.2, shall be notified of each accident or injury to the employees and shall investigate and report to the Union and the Employer on the nature and cause of the accident or injury. In the event of a fatality of an employee, the College shall immediately notify the President/Designate of the nature and circumstances of the accident.

### 25.8 Industrial First Aid Requirements

- (a) The Union and the Employer agree that First Aid Regulations made pursuant to the Workers' Compensation Act shall be fully complied with.
- (b) Where the Employer requires an employee to perform first aid duties in addition to the normal requirements of the job, the cost of obtaining and renewing the Industrial First Aid Certificate shall be borne by the Employer, and leave to take the necessary courses shall be granted with pay.
- (c) Effective the first of the month following the signing of this Agreement an additional payment shall be granted to employee on the basis of the type of Industrial First Aid Certificate they are required to possess under this clause, as follows:
  - Occupational First Aid Certificate, Class 3 - \$44.00 biweekly
  - Occupational First Aid Certificate, Class 2 - \$32.00 biweekly
  - Occupational First Aid Certificate, Class 1 - \$30.00 biweekly

### 25.9 Training Program for Joint Occupational Health and Safety Committee

An ongoing training program for the Occupational Health and Safety Committee, which was developed in consultation with the Workers' Compensation Board, and which may be amended from time to time by mutual agreement, will provide a training program for members of the Occupational Health and Safety Committee dealing with the objectives and duties of the Committee.

### 25.10 Safe Working Conditions

- (a) The Employer undertakes to maintain office furniture, equipment, etc., in a practical and safe condition in order to avoid injury to employees or damage to their attire. Employees, for their part and in their own interest, are expected to advise the Employer of any such potentially injurious equipment.
- (b) *Video Display Terminals*

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

- (1) When on a routine basis a majority of an employee's daily work time requires monitoring such video display terminals, such employees shall have their eyes examined by an optometrist of the employee's choice at the nearest community where medical facilities are available prior to initial assignment to VDT equipment and after six (6) months, a further test, and annually thereafter, if requested. The examination shall be at the Employer's expense where costs are not covered by insurance. Where requested the Employer shall grant leave of absence with pay for this purpose.
- (2) Employees who are required to operate VDT's on a continuous basis shall be entitled to two (2) additional ten (10) minute rest breaks per workday, to be scheduled by mutual agreement.
- (3) Pregnant employees shall have the option not to continue monitoring VDT's which use cathode ray tubes.

- (i) When a pregnant employee chooses not to monitor such VDT's, she shall be reassigned to other work and paid at her regular rate of pay.
  - (ii) Where work assignment in Clause 25.10(b)(3)(i) above is not available, a regular employee will be considered to be on leave of absence without pay until she qualifies for maternity leave.
- (4) Where employees are on leave of absence pursuant to Clause 25.10(b)(3) above, and opt to maintain coverage for medical, dental, extended health, group life, and long term disability plans, the Employer will continue to pay the Employer's share of the required premiums.
- (5) The Employer shall ensure that new equipment shall:
- (i) have adjustable keyboards and screens;
  - (ii) meet radiation emission standards established by the Ministry of Labour.

The Health and Safety Committee shall review and make recommendations to ensure that the lighting and the above standards recommended by the Ministry of Labour, Occupational Environment Branch, as outlined in the publication "*Working With Video Display Terminals*" are being met.

#### **25.11 Investigation of Safety Matters**

An employee who is a member of, or is designated by, the Joint Occupational Health and Safety Committee and who has been authorized by that Committee to investigate safety matters shall not suffer any loss of basic pay for time so spent.

#### **25.12 Safety Equipment**

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

#### **25.13 Emergency Survival Techniques**

The College shall provide valid instructional materials to be supplied by the Union which teach essentials of emergency survival techniques for all employees who are required to work and/or travel under isolated field conditions or camp situations. Such instructional materials will be provided for all employees prior to commencement of their field assignments.

#### **25.14 Employees Working Alone**

- (a) The Employer agrees to implement appropriate procedures to safeguard employees required to work alone. Proposed procedures shall be referred to the Health and Safety Committee for review. Recommended procedures endorsed by a consensus of the Health and Safety Committee shall be implemented, unless the Employer can demonstrate just and reasonable cause why it is unable to do so. In such instance it shall be the responsibility of the Employer to implement appropriate alternative procedures.
- (b) Where employees are required to work alone, they shall be supplied with effective communications and have a pre-arranged employee check made at specified locations, or any such other arrangements that are mutually agreed.

**25.15 Repetitive Strain Injury**

- (a) The Parties agree that there is a shared interest in minimizing and or eliminating work related strain injuries or illnesses.
- (b) The Joint Occupational Health and Safety Committee shall, in the performance of regular worksite inspections, identify the following risk factors which may contribute to risk:
  - (1) the work methods and practices
  - (2) the layout and condition of the workplace and workstation
  - (3) the characteristics of objects or equipment handled
  - (4) the environmental conditions
  - (5) the physical demands of work
- (c) Where new equipment will be introduced to the workplace, or during the design and planning stages of new or renovated workplaces or workstations, the Employer shall seek the appropriate advice with respect to the risk factors noted in Clause 25.15(b). Such advice will be sought from resources which will, where appropriate, include a joint occupational health and safety committee or designated safety representatives.

**25.16 Workplace Violence**

- (a) It is recognized that at certain worksites or in certain work situations employees may be at risk of physical or verbal abuse from clients, persons in care or custody, or the public.
- (b) Where such potential exists:
  - (1) employees at those worksites or in those work situations shall receive training in the recognition and management of such incidents;
  - (2) applicable physical and procedural measures to protect employees shall be implemented.
- (c) The Local Occupational Health and Safety Committee or Union designated safety representative shall be consulted regarding the curriculum of training and the applicable physical and procedural measures referred to in Clause 25.16(b) above.
- (d) The Joint Occupational Health and Safety Committee shall jointly develop a new or approve an existing training package on risk assessment.
- (e) Employees shall be informed concerning the potential for physical violence or verbal abuse from a client, a person in care or custody, or another member of the public, subject to statutory limitation.
- (f) Immediate critical incident stress debriefing and post traumatic counselling shall be made available for employees who have suffered as a result of violence. Leave required to attend such debriefing or counselling sessions will be without loss of pay.
- (g) WCB Risk Assessment to be completed six (6) months after ratification of Agreement and annually or periodically reviewed as per WCB Regulations.
- (h) A copy of the WCB Risk Assessment to be submitted to the BCGEU Area Office as well as WCB.

**25.17 Whistle Blowing Protection**

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.

## ARTICLE 26 - TECHNOLOGICAL CHANGE

### 26.1 Definition

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

### 26.2 Notice

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

### 26.3 Reference to Arbitration

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

### 26.4 Arbitrator's Powers

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

## ARTICLE 27 - CONTRACTING OUT

### 27.1 Contracting Out

The Employer agrees not to contract out any work presently performed by employees covered by this Agreement which would result in the laying off of such employees.

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

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

## ARTICLE 28 - HEALTH AND WELFARE

### 28.1 Basic Medical Insurance

All regular employees, whether full time or part time, shall be covered by the Medical Plan, for which the British Columbia Medical Plan is the licensed carrier. Benefits and premium rates shall be in accordance with the existing policy of the plan. The Employer will pay one hundred percent (100%) of the regular premium.

### 28.2 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) The plan is to make provision for transportation for an employee or an eligible dependent to medical services not available in the employee's home community.
- (c) Where upon the written advice of a medical practitioner a person eligible under Clause 28.2(b) requires a travelling companion, transportation costs for the companion will also be paid.
- (d) The plan will also provide for expenses of up to fifty dollars (\$50) per day up to a maximum of seven (7) days per referral in cases where transportation has been provided under Clauses 28.2(b) and (c) above. There will be no doubling up of the daily maximum for the patient and the travelling companion.

### 28.3 Dental Plan

- (a) The Employer shall pay the monthly premium for employees entitled to coverage under a mutually acceptable plan which provides:
  - (1) *Part A* - one hundred percent (100%) coverage;
  - (2) *Part B* - seventy percent (70%) coverage (effective January 1, 1998);
  - (3) *Part C* - fifty percent (50%) coverage.
- (b) An employee is eligible for orthodontic services under Part C after twelve (12) months participation in the Plan. Orthodontic services are subject to a lifetime maximum payment of two thousand one hundred dollars (\$2,100) and dependents to age 21.

### 28.4 Group Life

- (a) The Employer shall provide a mutually acceptable group life plan with benefits equivalent to twice an employee's annual salary, with a forty thousand dollar (\$40,000) minimum. The Employer shall pay the premium.
- (b) The Group Life Plan shall include the following provisions for accidental dismemberment:
  - (1) loss of both hands or feet ..... the principal sum;
  - (2) loss of sight of both eyes ..... the principal sum;
  - (3) loss of one hand and one foot ..... the principal sum;
  - (4) loss of one hand or one foot and sight of one eye ..... the principal sum;
  - (5) loss of one hand or one foot ..... one-half (½) the principal sum;
  - (6) loss of sight of one eye ..... one-half (½) the principal sum.
- (c) Spousal life insurance, at the total expense of the employee, shall be offered. Coverage to be within the limits of the employee's insurance coverage as set out in Clause 28.4(a) above.

### 28.5 Air Travel Insurance

- (a) In the event of death or disability incurred while travelling by aircraft on business of the College, employees will be covered by the terms and conditions of the College blanket insurance policy.
- (b) The amounts specified in the policy will be paid to employees in the case of disability; and in the case of death, to the employee's beneficiary as designated under the Group Life Plan, if any, or in the absence of such beneficiary, to the employee's estate.
- (c) Coverage shall commence from the place of employment or residence, whichever may last occur, and end upon returning to the regular place of employment or residence, whichever may occur first. Employees are not covered while piloting an aircraft in the course of their duties unless employed or paid as a pilot, or unless otherwise authorized.

## 28.6 Unemployment Insurance

Unemployment Insurance coverage will be provided during the life of this Agreement for regular and auxiliary employees who would, if employed by a private employer, be eligible for such coverage under the provisions of the Unemployment Insurance Act.

## 28.7 Medical Examination

Where the Employer requires an employee to submit to a medical examination or medical interview, it shall be at the Employer's expense and on the Employer's time, other than a medical examination required under Appendix 1, Section 1.4.

## 28.8 Legislative Changes

If the premium paid by the Employer for any employee benefit stipulated by this Agreement is reduced as a result of any legislative or other action by the Government of British Columbia, the amount of the saving shall be used to increase other benefits available to the employees, as may be mutually agreed between the Parties.

## 28.9 Health and Welfare Plans

- (a) A copy of the master contracts with the carriers for the extended health care, dental and group life plans shall be sent to the President of the Union.
- (b) The Employer will consult with the Union before developing any pamphlet explaining the highlights of the plans for distribution to the employees. The cost of such a pamphlet shall be borne by the Employer.

## 28.10 Replacement of Personal Supplies

Effective the date of signing, an employee as a result of the proper performance of his/her physical duties, shall be reimbursed for the cost of replacement for such items as:

- (a) eyeglasses
- (b) prosthesis
- (c) hearing aids

## 28.11 Benefit Improvements

The Parties agree to make adjustments to the health and welfare benefits of the institutions included in this Agreement effective the first day of the month following ratification:

### (a) *Extended Health Benefits*

- (1) Total lifetime coverage level will be unlimited.
- (2) Hearing aid benefit claims will be to a maximum of six hundred dollars (\$600) every five (5) years.
- (3) Effective April 1, 2005, employees shall be reimbursed a total of seventy-five dollars (\$75) every two (2) years for vision exams.

### (b) *Dental Plan*

Amendment of Plan A that includes revision of dental recall exams (polishing, application of fluoride and recall) – once every nine (9) months except dependent children (up to age 19) and those with dental problems as approved by the Plan. Implementation of this amendment considers that the next recall will be nine months from the last recall.

(c) *Benefit Entitlement for Part-time Regular Employees*

Part-time employees with regular appointments of at least 17.5 hours per week (35 hours bi-weekly) will be entitled to group life insurance, extended health, dental and medical benefits as set out in the local Collective Agreement.

(d) *Cost Shared Benefits*

All medical and insurance benefits excluding Long Term Disability that are currently cost shared between the institution and employees at Malaspina University College, Northern Lights College and Northwest Community College, will be Employer paid effective April 1, 2000.

## **28.12 Pension Plan**

Enrolment in the Municipal Pension Plan shall be as set out in the Pension (Municipal) Act.

In order to enable employees who qualify according to the Municipal, College or Public Service Pension Act to buy back previous pensionable service, the Employer agrees to provide payroll deduction in an amount suitable to the employee and to provide the administration necessary to enable such buy back.

## **ARTICLE 29 - WORK CLOTHING AND EQUIPMENT**

### **29.1 Protective Clothing**

The Employer shall provide adequate protective clothing where the need arises.

- (a) This shall normally include smocks, laboratory coats, or coveralls where the employee's clothes may be soiled due to the work situation.
- (b) Where work is to be performed outdoors in inclement weather pursuant to Clause 29.1(a) above, the necessary rain wear, parkas or gloves shall also be made available.

### **29.2 Special Apparel**

If a particular type of work clothing or special apparel is required by the nature of the employee's job, such clothing or apparel shall be provided by the Employer.

### **29.3 Maintenance of Clothing**

It shall be the Employer's responsibility to ensure that uniforms and clothing issued is properly cleaned, maintained and repaired. The Employer shall bear all costs of such cleaning, maintenance and repairs.

### **29.4 Union Label**

Upon depletion of existing stocks, all uniforms and clothing issued by the Employer shall, where possible, bear a recognized Union label.

### **29.5 Lockers**

Where employees are required to change their uniforms in the course of their normal duties, and where space is available, lockers, which can be locked, shall be provided.

### **29.6 Tools and Equipment**

The Employer shall supply all tools and equipment required to perform the work.



### 29.7 Supply and Maintenance of Equipment

- (a) An employee shall not suffer loss in salary in the event that he/she cannot carry out his/her normal duties by reason of the Employer failing to furnish or properly maintain equipment, machinery, supplies or by reason of power failures or other circumstances occurring at the place of work.
- (b) This clause shall not apply to short-term relief personnel beyond the day of occurrence.

## ARTICLE 30 - PAYMENT OF WAGES AND ALLOWANCES

### 30.1 Equal Pay

The Employer shall not discriminate between male and female employees by employing a person of one sex for any work at a rate of pay that is less than the rate of pay at which a person of the other sex is employed for similar or substantially similar work.

### 30.2 Payday

- (a) Employees shall be paid biweekly.
- (b) The Employer shall provide each employee with a comprehensive statement accompanying each pay cheque detailing all payments, allowances and deductions.
- (c) When a payday falls on an employee's rest day the Employer shall issue the pay cheque on the last shift worked prior to the payday, provided the cheque is available.
- (d) Employees working shifts shall receive pay cheques in accordance with the following:
  - (1) *Day Shift* - on the payday;
  - (2) *Afternoon Shift* - coming off the shift prior to the payday;
  - (3) *Night Shift* - coming off the shift the morning of the payday.
- (e) If the pay cheque is not available on the payday, the Employer shall arrange for the employee to be provided with an adequate advance on his/her salary.

### 30.3 Rates of Pay

Employees shall be paid in accordance with Appendix 2 attached to and forming part of this Agreement, subject to Clause 30.7.

- (a) Effective April 1, 2005, employees shall receive a two percent (2%) wage increase, which will be offset by:
  - (1) The one percent (1%) Training Accord funding shall be permanently rolled into pay scales.
  - (2) See Appendix 2.
- (b) Effective July 1, 2005, employees shall receive a wage increase of one and one-half percent (1½%) or an increase equal in the total compensation negotiated in the first year of the BCGEU Master Agreement, whichever is greater.

### 30.4 Substitution Pay

- (a) When an employee is directed to relieve or substitute in a higher paying position for two (2) consecutive hours or more in any day 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 rate of the new salary range at the

same step. Employees on short-term disability leave, special leave, or any other paid leave of absence will be entitled to the basic rates of pay they received prior to substituting in a higher position.

(b) Substitution pay is not payable where an employee's current position normally requires periodic substitution in the higher position as defined in the functional job description.

### **30.5 Rates of Pay on Reclassification or Promotion**

When an employee is promoted or is in a position that is reclassified to a higher classification level, the employee will be placed at the first step in the new salary range or the closest higher step to their current salary, whichever is the greater, but no more than the top step in the new salary range.

### **30.6 Pay on Temporary Assignment**

An employee temporarily assigned by the Employer to a position with a rate of pay lower than his/her regular rate of pay shall maintain his/her regular rate of pay.

### **30.7 Downward Classification of Position**

(a) When an employee is in a position that is reclassified to a lower classification level, the employee's salary will not be reduced.

(b) Any employee whose position classification is changed to one with a lower maximum salary through no fault of his/her own, shall receive fifty percent (50%) of the negotiated salary increase applicable to the employee's new classification. Such employee shall receive the full negotiated salary increase when the maximum salary of his/her classification equals or exceeds the salary which he/she is receiving.

### **30.8 Vehicle Allowance**

(a) Vehicle allowances for all distances 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 distance to and from the employee's place of residence, up to a total maximum of thirty-two (32) kilometres, only when the employee is required to have his/her vehicle at work for use in the performance of his/her duties.

(b) The rates of vehicle allowance shall be **forty cents (40¢)** per 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.

(c) An employee who is in a position designated by the College to travel in excess of six (6) days per month per insurance year on College business shall, subject to the prior approval of the College President or his designate, be reimbursed upon presentation of appropriate receipts and documents, one hundred percent (100%) of the annual incremental cost based on Safe Driver Discount rates of the Insurance Corporation of British Columbia Class 007 (Business) premium that is over and above that for Class 002 (Pleasure, Drive to Work or School). Such reimbursement shall be limited to one (1) vehicle per employee and it is the designated employee's responsibility to purchase Class 007 vehicle insurance when necessary. If the College so reimburses an employee, the employee shall normally use his personal motor vehicle for College business requiring a motor vehicle.

**30.9 Meals, Lodging (including Mobile Lodging) and Travel Allowances**

(a) *Meals*

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

Breakfast .....	\$ 9.00	Travel prior to 7:00 am
Lunch.....	11.00	Travel between 11:00 am and 1:00 pm
Dinner.....	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 **thirty-five dollars (\$35)** per night without receipt.

(c) *Travel*

Reasonable actual costs (normally based on economy fare) upon production of receipts. In the event an employee opts to travel by acceptable alternate means, the maximum amount the College shall reimburse an employee under Clauses 30.9(a), (b) and (c) shall be the amount that would have been paid had the College directed the employee regarding travel arrangements and provided there are no additional costs to the Employer.

**30.10 Transportation for Employees**

Transportation will be provided to employees who are required to work other than their normal working hours, and who must travel to or from their home during the hours between 1:00 a.m. and 6:00 a.m. and when convenient public transportation or other transportation facilities are not available. An employee shall be reimbursed for the cost of commercial transportation upon production of receipts.

**30.11 Upgrading Qualifications**

Where the Employer requires an employee to upgrade his/her skills or qualifications in order to operate or maintain new equipment, the cost of training, and normal living and travel expenses as laid down in this Agreement will be borne by the Employer.

**30.12 Relocation Expenses**

(a) Regular employees who have to move from one geographic location to another at the Employer's request, shall be entitled to relocation expenses in accordance with the agreed upon established regulations as set out in Appendix 3.

(b) Regular employees who have to move from one geographic location to another after winning a competition shall be entitled to reimbursement of relocation expenses up to a maximum amount of one thousand, two hundred dollars (\$1,200) upon production of receipts.

(c) The provisions under Clauses 30.12(a) and (b) will also apply to auxiliary employees who have completed two hundred (200) days within a fifteen (15) month period.

**30.13 Payment to Dependents on Death**

Where an employee dies while in the service of the College, the following amounts shall be paid to the employee's beneficiary as designated under the Group Life Plan, if any, or in the absence of such beneficiary, to the employee's estate: one (1) month's salary for each completed continuous year in the service of the College, to a maximum of six month's salary.

### 30.14 Retirement Allowance

- (a) Upon retirement from service, an employee who has completed twenty (20) years of continuous service, and who under the provisions of the Municipal Superannuation Act is entitled to receive a superannuation allowance on retirement, is entitled to an amount equal to his/her salary for one (1) month, and, for each full year of service exceeding twenty (20) years but not exceeding thirty (30) years, is entitled to an additional amount equal to one-fifth (1/5) of his/her monthly salary.
- (b) (1) The College may offer to any employee an early retirement incentive described below, provided the employee meets the following qualifications:
- (i) is age 55 or over
  - (ii) has a minimum of ten (10) years of pensionable service under the Municipal Pension Plan
  - (iii) is a regular employee at the time of early retirement
  - (iv) elects to cease employment with the College for the purpose of retirement.
- (2) An employee has the right to accept or decline an early retirement incentive made by the College within thirty (30) days of the offer being proposed. In the event of acceptance of an offer of early retirement, the employee's date of retirement shall be at a mutually agreed upon date. Agreement shall be in writing and shall specify the early retirement date.
- (3) An employee accepting an early retirement incentive shall be entitled to two thousand (\$2,000) for each year of service with Northwest Community College. The severance may be used to purchase service in the pension plan if the option is available to the employee.
- (4) An employee may make application in writing for early retirement before their fifty-fifth (55) birthday. Should the offers of early retirement made by the College not be accepted by faculty, the College will give consideration to early retirement offers to eligible support staff.
- (5) The College and the Union will work together to co-sponsor a retirement seminar for support staff once per year.

### 30.15 Salary Rate upon Employment

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

### 30.16 Telephone Allowance

Employees on travel status who are required to obtain overnight accommodation shall be entitled to claim for one (1) ten (10) minute telephone call home, within British Columbia, for every two (2) nights away.

### 30.17 Salary Rate on Demotion

When an employee is demoted, the employee shall be placed at the maximum step in the salary range for the lower classified position.

### 30.18 Hourly, Daily and Partial Biweekly Calculations

- (a) *Hourly Rated Employees*

The rate of pay for employees that are normally paid by the hour shall be calculated by dividing the biweekly salary by seventy (70).

The daily rate shall be determined by multiplying the number of regularly scheduled hours in the employee's daily shift by the hourly rate.

(b) *Salary Rated Employees (Partial Biweekly Pay)*

The formula for paying a partial salary to employees paid on a biweekly basis is:

$$\text{Adjusted Biweekly Salary} = \frac{\text{Hrs. worked plus paid holidays} \times \text{biweekly salary}}{\text{Hrs. scheduled and paid holidays}}$$

### 30.19 Hosting Expenses

Where employees have guest speakers, recruiting officers, consultants, community relations personnel or other non-service personnel at their workplace in the course of their duties, they shall, subject to prior approval, be reimbursed for reasonable expenses upon production of receipts.

### 30.20 Expenses within Headquarters Area

An employee in performing his/her duties within his/her headquarters area may claim unusual and/or extraordinary out-of-pocket expenses, subject to approval by the Employer. It is agreed that payment for out-of-pocket expenses is intended to include payment for meals where the situation warrants. It is not the intention to pay meal allowances where the employee can be reasonably expected to provide his/her own meal.

### 30.21 Temporary Assignment Travel

When an employee is assigned temporarily to a worksite within the Province that is so far removed that he/she is unable to return to his/her designated headquarters at the end of each workday, the following conditions shall apply:

- (a) Travel between his/her place of temporary accommodation and the worksite shall be considered as time worked.
- (b) Employees shall be provided with return economy air fare in order to allow them to return to their place of residence and return to the worksite at the end of each workweek on the employee's time.
- (c) Employees who choose not to return to their place of residence shall not receive the return airfare.

### 30.22 Travel Outside Province

- (a) Employees required to travel outside the Province shall be reimbursed for receipted expenses incurred in the course of their duties. Receipts shall not be required for expense categories currently paid without receipts within British Columbia. Types and amounts of receipted expenses that will be reimbursed outside the Province will be pre-authorized.
- (b) Employees will be provided reasonable stopover time where required, in view of fatigue occasioned by international travel.
- (c) Where the currency exchange is greater or lesser, all expenses will be paid at that rate of exchange.

## ARTICLE 31 - CLASSIFICATION AND RECLASSIFICATION

### 31.1 Classification Specifications and Job Evaluation Plan

- (a) The Parties agree that the **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 Gender Neutral Plan classification specifications.
- (c) The 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.

### **31.2 Job Duties**

Provided the duties contained in any job outlined in Clause 31.1 continue to be performed, the Employer may not split, divide, or materially alter that configuration of duties for the purpose of displacing an existing employee not on layoff, without prior mutual agreement with the Union or an Arbitrator's decision.

### **31.3 Classification and Salary Adjustments**

When a new or substantially altered classification covered by this Agreement is to be introduced, it shall be subject to negotiations between the College and the Union. If the Parties are unable to agree on the classification and rate of pay for the new or substantially altered classifications, within ten (10) days of their first meeting or such other period as agreed to by the Parties, the College may implement the classification and attach a salary. The Union may then refer the matter to an Arbitrator pursuant to Article 9 of this Agreement. The new rate of pay shall become effective on a date agreed upon by the Parties or as determined through the arbitration process.

### **31.4 Classification Appeal Procedure**

- (a) If an employee believes that the position he/she occupies is improperly classified, he/she shall request to the Joint Classification Committee that the position be reviewed. This request must be made within thirty (30) days of the employee being notified of his/her classification level.
- (b) The Joint Classification Committee will review the position within sixty (60) days and advise the employee of any changes to the job description or job evaluation and rating.
- (c) If the above procedure does not lead to a satisfactory resolution, the Union may submit the matter, within sixty (60) days to arbitration.

### **31.5 Reorganization**

The Parties agree that where there is a reorganization/restructuring, it shall be implemented in accordance with the following principles:

- (a) The Employer agrees to give the President of the Union advance notice of a reorganization within the College which will affect employees within the Bargaining Unit.
- (b) The Employer agrees to consult first with the Union and then the employees involved for the purpose of discussing the implications of such changes prior to the implementation of same.
- (c) Where a position has been identified by the Employer as one which will be affected by the reorganization, the incumbent will be advised in writing by the Employer.
- (d) When any reorganization is planned, all positions covered by the Collective Agreement affected by the reorganization will be reviewed and graded by the Classification Committee within ten (10) days of the notification to the Union of the planned reorganization and before the reorganization is implemented.
- (e) Any employee affected by the reorganization will not be subject to the provisions of Clause 10.9 probationary period.

(f) If, in a reorganized job, sixty percent (60%) of the duties are new, it will be classified as a new job and will follow posting procedures. The determination of the sixty percent (60%) new duties will be determined by the Classification Committee. If agreement is not reached on whether a reorganized job is new or not, it will proceed to grievance procedure.

## ARTICLE 32 - JOINT COMMITTEE

### 32.1 Establishment of a Joint Committee

There shall be established one (1) Joint Committee composed of two (2) Union representatives and two (2) Employer representatives. This Committee may call upon additional persons for technical information or advice. The Committee may establish subcommittees or ad hoc committees as it deems necessary and shall set guidelines and operating procedures for such Committees.

### 32.2 Meetings of Committee

The Joint Committee shall meet every two (2) months at a mutually agreeable time and place. Employees shall not suffer any loss of basic pay for time spent on this Committee.

### 32.3 Chairperson of Committee

An Employer representative and a Union representative shall alternate in presiding over meetings.

### 32.4 Responsibilities of Committee

(a) The Committee shall not have jurisdiction over wages or any other matter of collective bargaining, including the administration of this Agreement. The Committee shall not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions, except as specified in this Agreement.

(b) The Committee will specifically address the following items as it deems necessary:

(1) *Transfers Without Posting*

(i) Lateral transfers or voluntary demotions may be granted, without posting for:

- a. compassionate or medical grounds to regular employees who have completed their initial probationary period;
- b. all employees who have become incapacitated by industrial injury or industrial illness.

(ii) In such cases the Committee shall consider any applications or requests presented to the Committee. Each request for special consideration shall be judged solely on its merit.

(2) *Appointment Procedures.* See Clause 15.7.

(3) *Authorization and Application of Overtime.* See Article 19.

(4) *Uniforms*

(i) The Employer shall provide the appropriate uniform or wearing apparel to any employee who is required to wear a uniform.

(ii) The type of uniform or wearing apparel to be provided shall be determined by the Committee.

(5) *Job Evaluation Plan.* See Article 31.

- (6) *Child Care Facilities* - The Committee shall investigate the availability and/or establishment of facilities and equipment for child care centres for children of employees covered by this Agreement.
- (7) *Parking* - The Employer and the Union agree that there shall be no change in parking regulations and policies except by mutual agreement of the Parties. The Committee shall study the matter of employee parking and make recommendations to the Parties.
- (8) *Indemnity*. See Clause 35.2.
- (9) *Reorganization*. See Clause 31.5.
- (10) *Personal Duties*
- (i) It is understood by both Parties that work not related to the business of the College should not be performed on the Employer's time.
- (ii) To this end, it is agreed that an employee will not be required to perform duties of a personal nature for supervisory personnel.
- (iii) Where an employee directly involved, feels a problem exists in this area, the Union or Employer may take the matter to the Committee which will attempt to resolve the dispute.
- (11) *On-the Job Training*
- (i) The local supervisor shall be responsible for providing job training to employees filling vacant or new positions.
- (ii) The Committee shall ensure that during the term of each Agreement, a review or update is carried out of incumbents in each position to determine job targets or career goals. The aforementioned review will be administered by the Personnel Department as directed by the Committee. The Committee shall make recommendations to the Employer of practical ways and means whereby employees may obtain necessary upgrading in order to achieve career goals. The Employer shall not arbitrarily dismiss Committee recommendations particularly those recommendations that would require no additional cost to the Employer. See Clause 10.6.
- (iii) *Process for Committee*
- a. formulate questionnaire for all support staff;
  - b. distribute questionnaire to all support staff;
  - c. review completed questionnaires;
  - d. set up training/courses/upgrading as money is available to meet needs addressed on the completed questionnaire.
- (12) *Long Term Disability*. See Appendix I, Part 2.
- (13) *Employee Fitness* - The Union and the Employer acknowledge that a program of employee physical fitness is a positive contribution to the health of the employees. The Parties therefore agree that the Committee will investigate the feasibility of instituting a fitness program in the College.
- (c) (1) reviewing matters, other than grievances, relating to the maintenance of good relations between the Parties;
- (2) correcting conditions causing grievances and misunderstanding.



### **32.5 Committee to Allocate Training**

The Employer agrees that, subject to operational requirements, when selecting employees to attend training courses, the College considers the factors of seniority, satisfactory work performance and equitability of access as determinants for selection.

### **32.6 Reference**

The Parties will refer to the relevant provisions of the 1989-1991 Collective Agreement when discussing the specific items in Clause 32.4(b) above.

## **ARTICLE 33 - SECONDMENT**

### **33.1 Definition**

"*Secondment*" means a process by which the Employer may, with the consent of the employee, assign an employee to another Employer not subject to this Agreement.

### **33.2 Notice of Secondment**

The Employer agrees to make every effort to provide an employee with four (4) weeks written notice of secondment. Where possible, the written notice of secondment shall indicate the term of secondment.

### **33.3 Provisions of BCGEU Agreement to Apply**

The provisions of this Agreement will apply to seconded employees. The Employer to which the employee is seconded will receive written notice of this Article and will be provided with a copy of this Agreement.

### **33.4 Employer's Representative Designated to Handle Grievances at the Second Step**

The Employer will inform the employee of the Employer's representative designated to handle grievances at the second step. Where a seconded employee has a grievance and his/her supervisor is not appointed to the College, the employee will discuss the grievance with his/her supervisor. Failing resolution, the employee may submit a written grievance, through a steward nominated by the Union, to the second step of the grievance procedure.

## **ARTICLE 34 - AUXILIARY EMPLOYEES**

### **34.1 Letter of Appointment**

- (a) An auxiliary employee shall receive a letter of appointment prior to commencing employment if possible, stating his/her employment status and expected duration of employment.
- (b) The Employer will not use auxiliary or regular part-time employees or positions or a combination of auxiliary or regular part-time employees or positions to the extent that they replace, displace or prevent the hiring of a regular full-time employee.
- (c) An auxiliary employee shall be entitled to an hourly allowance of one dollar and twenty cents (\$1.20) in lieu of all benefits applicable to regular employees except as otherwise stipulated in this Article 34. This allowance shall be paid on the basis of straight-time hours worked.

### **34.2 Seniority on Applying for Regular Positions**

- (a) Auxiliary employees will be recognized as in-service applicants when applying for regular positions.

(b) Subject to Clause 34.4, an auxiliary employee will have his/her length of service as an auxiliary employee recognized in the selection process and will be credited with equivalent regular seniority upon appointment or reclassification.

### **34.3 Seniority**

(a) Employees shall earn seniority during the initial probationary period of sixty (60) workdays. An employee terminated during the probationary period shall lose seniority and not be placed on the recall list.

(b) (1) For the purpose of layoff and recall, an auxiliary employee shall accumulate service and classification seniority within a geographic location, on the basis of:

- (i) all hours worked at the straight-time rate;
- (ii) designated paid holidays or days off in lieu in accordance with Clause 34.7;
- (iii) annual vacation in accordance with Clause 34.8.

(2) The total hours above shall be converted to a seven (7) hour shift to establish seniority.

(c) Subject to Clause 34.4, an auxiliary employee shall retain his/her service and classification seniority if he/she is moved by the Employer from one geographic location to another.

(d) For the purpose of layoff and recall, auxiliary employees who are on a claim recognized by the Workers' Compensation Board which arises out of a work-related injury while employed by the College, shall earn seniority for all hours the employee would have worked had he/she not been injured and been able to stay on the job.

(e) An auxiliary Employee, for the purposes of applying for a regular appointment, shall have his/her seniority as an auxiliary recognized even if the initial probation period is not complete as per Clause 34.3(a) above. Auxiliary Employees appointed to a regular position shall have the appointment considered as a promotion as defined in Definitions (21) and (22).

(f) Auxiliary employees who have worked eighteen hundred and twenty-seven (1,827) hours in a fifteen (15) month period and who are employed for work which is of successive short term appointments of less than six (6) month duration, be converted to regular status effective the beginning of the month following the month in which they attain the required hours.

### **34.4 Loss of Seniority**

An auxiliary employee will lose his/her service and classification seniority when:

- (a) he/she is terminated for just cause;
- (b) he/she voluntarily terminates or abandons his/her position;
- (c) he/she is on layoff for more than one (1) year;
- (d) he/she is unavailable for, or declines, two (2) offers, on separate days, of re-employment in which the duration and nature of work is reasonably similar to that which he/she carried out prior to layoff.

### **34.5 Layoff and Recall**

(a) Layoff of auxiliary employees shall be by classification in reverse order of service seniority within a geographic location.

(b) Subject to Clause 16.4 auxiliary employees on layoff shall be recalled in order of service seniority within a geographic location, provided the auxiliary employee is qualified to carry out the work which is available.

(c) Auxiliary employees hired for special projects, as mutually agreed to between the Employer and the Union, or auxiliary employees hired under the auspices of the Ministry of Labour's Special Employment Programs, shall be considered terminated for cause in accordance with Clause 34.4(a) upon completion of their project or program.

(d) The bargaining unit Chairpersons shall have access to recall lists for verification of seniority, the process of recall, and updating.

### **34.6 Application of Agreement**

(a) Except as otherwise noted in this Article, the provisions of Articles 11, 16, 20, 21, 22, 23 and 28 do not apply to auxiliary employees. The provisions of other articles apply to auxiliary employees, except as otherwise indicated.

(b) The provisions of Clause 23.1, 23.3, 23.5, 23.6, 23.8, 23.9, 23.10, 23.11, 23.12, 23.13, 23.15, 23.16, 28.5, 28.6 and 28.7 shall apply to auxiliary employees and where appropriate on a pro rata basis.

### **34.7 Designated Paid Holidays**

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

(b) An auxiliary employee who is qualified in Clause 34.7(a) 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 20.

### **34.8 Annual Vacation**

Auxiliary employees shall be entitled to receive vacation entitlement as applicable to regular employees on a pro rata basis to a maximum of six percent (6%) except that such entitlement will be paid in cash.

## **ARTICLE 35 - GENERAL CONDITIONS**

### **35.1 Child Care Facilities**

(a) The Joint Committee established under Article 32 shall investigate the availability and/or establishment of facilities and equipment for child care centres for children of employees covered by this Agreement.

(b) The Committee shall make monthly reports to the Parties on its activities and progress.

(c) The issue of reserved seats at the Day care for employees will be referred to the Joint Committee for resolution.

### **35.2 Indemnity**

(a) *Civil Actions*

Except when the Joint Committee established under Article 32 considers that there has been flagrant or wilful negligence on the part of an employee, the Employer agrees not to seek indemnity against an employee whose actions result in a judgement against the Employer. The Employer agrees to pay any judgement against an employee arising out of the performance of his/her duties. The Employer also agrees to pay any legal costs incurred in the proceedings including those of the employee.

(b) *Criminal Actions*

Where an employee is charged with an offence resulting directly from the proper performance of his/her duties and is subsequently found not guilty, the employee shall be reimbursed for reasonable legal fees.

(c) *Canada Shipping Act*

Where an employee is called before a hearing held under the Canada Shipping Act resulting directly from the proper performance of his/her duties, the employee shall be reimbursed for reasonable legal fees.

(d) At the option of the Employer, the Employer may provide for legal services in the defense of any legal proceedings involving the employee (so long as no conflict of interest arises between the Employer and the employee) or pay the legal fees of counsel chosen by the employee.

(e) In order that the above provisions shall be binding upon the Employer, the employee shall notify the Employer immediately, in writing, of any incident or course of events which may lead to legal action against him/her, and the intention or knowledge of such possible legal action is evidenced by any of the following circumstances:

- (1) when the employee is first approached by any person or organization notifying him/her of intended legal action against him/her;
- (2) when the employee him/herself requires or retains legal counsel in regard to the incident or course of events;
- (3) where any investigative body or authority first notifies the employee of any investigation or other proceeding which might lead to legal action against the employee;
- (4) when information first becomes known to the employee in the light of which it is a reasonable assumption that the employee would conclude that he/she might be the object of legal action; or
- (5) when an employee receives notice of any legal proceeding of any nature or kind.

### **35.3 Payroll Deductions**

(a) A regular employee shall be entitled to have deductions from his/her salary assigned for the purchase of Canada Payroll Savings.

(b) Where a clerical or mathematical error, which can be characterized as an error in fact, has occurred in establishing or calculating an employee's basic salary, premium rates or allowances, it shall be rectified in total and retroactively for a period not to exceed the duration of this contract. Errors resulting in underpayments to employees shall normally be paid in a lump sum. The employee shall be provided with one (1) month's written notice of the Employer's intent to recover any excess payment. The notice shall specify the amount, period and reason for overpayment, and the method of payment.

Maximum recovery rate of overpayments shall be at the same rate as which the overpayment was made. In cases of demonstrated hardship, the repayment rate will be discussed between the employee and the Bursar or his/her designate.

### **35.4 Political Activity**

(a) *Municipal and School Board Offices*

- (1) employees may seek election to Municipal and School Board Offices, provided that the duties of the Municipal or School Board Office other than regular council or board meetings do not impinge on normal working hours as a College employee;

(2) where Municipal Council or School Board Meetings are held during the employee's normal working hours, the College shall grant leave without pay to attend such meetings.

(b) *Federal and Provincial Offices*

There are no restrictions on employees engaging in political activities on their own time as campaign workers. If an employee is nominated as a candidate for election, the employee shall be granted leave without pay in accordance with Clause 23.4(a) to engage in the election campaign. If elected, the employee shall be granted leave of absence in accordance with Clause 23.4(c). If not elected; the employee shall be allowed to return to his/her former position.

### **35.5 Copies of Agreement**

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement, and his/her rights and obligations under it. For this reason the Employer shall provide sufficient copies of the Agreement (13.75 x 21.25 cm) for distribution to employees.

### **35.6 Travel Advance**

Employees who are required to proceed on travel status, shall be provided with an adequate travel advance. The amount of advance will be determined by such factors as time away from headquarters and the frequency of reimbursement. Employees who fail to submit a travel expense form accounting for the travel advance within fifteen (15) calendar days of the completion of such travel shall not be eligible for further travel advances until such time as the accounting for the travel advance is finalized.

### **35.7 Personal Research**

Subject to approval by the Employer, an employee may use facilities normally used in the course of his/her duties to carry out personal research or projects. The cost of materials shall be borne by the employee. Such approval shall not be unreasonably withheld by the Employer.

A clearly enunciated and consistent policy regarding use and access to facilities and safety concerns shall be posted.

### **35.8 Copyrights**

- (a) (1) the Employer and the Union agree that original materials prepared by the employee in the course of his/her duties for the Employer, shall be retained by the Employer.
- (2) the Employer further agrees that the employee may be granted permission to quote selected portions of such material in a larger work or to publish the material in related journals.
- (b) The Employer agrees that an employee may prepare materials on his/her own time, and copyright and/or revenue rights for such materials shall be vested in the employee.
- (c) Confidential information shall not be disclosed without the written permission of the College.

### **35.9 Positions Temporarily Vacant**

- (a) The Employer agrees that, except in the case of emergency, an employee's work load will not be increased as a result of positions temporarily vacant due to illness, vacation, professional development leave, staff lifelong learning and development leave, Union leave or any other reasons.
- (b) In such instances, the Employer shall give qualified regular employees the opportunity to substitute in higher paying positions and arrange for staff replacements at the lowest paying category.

**35.10 Cashier Policy**

Employees who perform duties as cashiers shall not be penalized for cash errors. Cashiers who do make excessive or too frequent cash errors shall be:

- (a) provided with further training as a cashier; or
- (b) provided retraining with a view to placement in a more suitable position; or
- (c) liable for disciplinary action provided there was no success in Clause 35.10 (a) or (b).

**35.11 Recreational Use of Employer's Vehicles and Communication Facilities**

- (a) Where employees are required to obtain accommodation at a point distant from their place of residence, they will be permitted reasonable personal use of an Employer's vehicle, if available, during their non-working hours.
- (b) The Employer also agrees to permit reasonable personal use by such employees of the communication facilities at the worksite.

**35.12 Life Long Learning**

Regular employees within the bargaining unit shall be entitled to attend and participate in any course offered by the College based on the following conditions:

- (a) employee registration will not factor in the decision to cancel a course due to insufficient student registration; and
- (b) employees will assume costs for textbooks and/or supplies; and
- (c) an employee registration cannot take the place of a fee paying student; and
- (d) courses shall be taken on employees own time, and
- (e) the employee satisfies normal course prerequisites; and
- (f) results in no additional instructional costs to the College; and
- (g) for courses that are taken under this clause that are job related, upon approval prior to commencing the course the College will reimburse the employee one hundred percent (100%) of the cost of textbooks.

**ARTICLE 36 - PROFESSIONAL DEVELOPMENT****36.1 Concept**

The Parties support the concept of professional development for the purposes of enabling employees to prepare for promotional advancement and generally upgrade their present skills and abilities which will be of benefit to both the employee and the Employer.

**36.2 Representation**

A standing professional development committee shall be established, and shall be comprised of three (3) representatives of the Union and one (1) representative of the Employer. This Committee shall manage the professional development program of the employees, including the allocation of funds to support professional development activities. The financial processing of professional development monies will be done through the Human Resources Department.

### **36.3 Terms of Reference**

The Professional Development Committee will establish terms of reference and operating procedures for the disbursement of the Professional Development Fund:

- (a) To qualify for funding, an employee must be a regular full-time or a regular part-time employee or an employee with eighteen hundred and twenty-seven (1,827) hours' auxiliary seniority.
- (b) Any Provincial Instructor Diploma courses required by the Employer will be paid by the Employer.

### **36.4 Allocation**

- (a) The College shall allocate at the beginning of each fiscal year the amount of sixteen thousand, five hundred dollars (\$16,500).
- (b) Any unspent balance at the end of each fiscal year shall be carried forward and added to the allocation for the next fiscal year.

### **36.5 Report Terms of Reference**

The Professional Development Committee will report to the College President and the Union President the established terms of reference.

### **36.6 Financial Reports**

Either the Union or the College has the right to request periodic financial statements and details of the Committee's actions.

### **36.7 Annual Reports**

A detailed annual report of the Committee's activities and a financial statement of expenditures will be prepared for submission to the College President and the Union President at the end of each fiscal year.

### **36.8 Training Activities**

The Professional Development Fund may support the following types of activities:

- (a) *Long-Term Training*
  - (1) professional experience leave
  - (2) audit of apprenticeship courses in which the employee already possesses journeyman status for upgrading of not less than six (6) weeks duration
  - (3) staff exchange - national or international
- (b) *Short-Term Training*
  - (1) short course attendance and correspondence courses
  - (2) conferences, seminars and workshops
  - (3) attendance at conventions and conferences on an individual basis.
  - (4) Employees accessing the fund shall be able to receive monies for the cost of transportation and accommodation.

### **36.9 Substitutes**

The College will pay for substitutes to allow for an employee to pursue a professional development activity upon approval of the Regional/Assistant Director or other designated management person.

**36.10 Class Size**

The Parties agree that for the purposes of professional development for Northwest Community College employees, class size will be increased by two (2) to accommodate two (2) employee seats for professional development purposes, contingent upon physical space requirements and provided there is no additional cost to the College.

**ARTICLE 37 - TERM OF AGREEMENT****37.1 Duration**

This Agreement shall be binding and remain in effect to midnight, June 30, 2006.

**37.2 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, 2006, but in any event not later than midnight, April 30, 2006.
- (b) Where no notice is given by either Party prior to April 30, 2006, both Parties shall be deemed to have been given notice under this clause on April 30, 2006, and thereupon Clause 37.3 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 College President.

**37.3 Commencement of Bargaining**

Where a Party to this Agreement has given notice under Clause 37.2, the Parties shall, within fourteen (14) days after the notice was given, commence collective bargaining.

**37.4 Change in Agreement**

Any change deemed necessary in this Agreement may be made by mutual agreement at anytime during the life of this Agreement.

**37.5 Agreement to Continue in Force**

Both Parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining.

**37.6 Effective Date of Agreement**

The provisions of this Agreement, except as otherwise specified, shall come into full force and effect on the first of the month following the date of signing of this Agreement.

**37.7 Signing the Agreement**

One (1) week after ratification of this Agreement, signatories to the Agreement must meet to sign the Agreement and all Letters of Understanding.



**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

\_\_\_\_\_  
George Heyman  
President

\_\_\_\_\_  
Tony Reddy  
Campus Principal

\_\_\_\_\_  
Lorrie Gowen  
Bargaining Committee

\_\_\_\_\_  
Michael Schuster  
Director, Human Resources

\_\_\_\_\_  
Roxanne Ridler  
Bargaining Committee

\_\_\_\_\_  
Diane Ready, Vice President  
Finance & Administration

\_\_\_\_\_  
Lynne Nordstrom  
Bargaining Committee

\_\_\_\_\_  
Dr. Nick Rubidge, PSEA Chair  
Board of Directors

\_\_\_\_\_  
John Ross  
Bargaining Committee

\_\_\_\_\_  
Wes Law  
Staff Representative

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_.

**APPENDIX 1****SHORT AND LONG TERM DISABILITY****PART 1 – SHORT TERM ILLNESS AND INJURY PLAN****1.1 Eligibility**

- (a) Regular employees shall be covered by the Short Term Illness and Injury Plan upon completion of six (6) months of service with the Employer.
- (b) Regular employees with less than six (6) months of service who are unable to work because of an illness or an injury are entitled to fifteen (15) days coverage at full pay for every two (2) year period commencing January 1, 1994.
- (c) Regular employees with three (3) months but less than six (6) months of service will be entitled to fifteen (15) weeks (seventy-five (75) workdays) of coverage, consisting of the above fifteen (15) days, or what remains of the fifteen (15) days entitlement, at full pay, and the remainder of the fifteen (15) weeks at two-thirds (2/3) of pay, or the UIC maximum weekly sickness benefit, whichever is higher.
- (d) Notwithstanding Sections 1.1(a), (b) and (c) above, where a regular employee is on a claim recognized by the Workers' Compensation Board while the employee was on the Employer's business, he/she shall be entitled to leave at his/her regular rate of pay, up to a maximum of one hundred thirty (130) days for any one (1) claim in lieu of benefits as outlined in Section 1.2. In such cases the compensation payable by the Workers' Compensation Board shall be remitted to the Employer.
- (e) Pay for a regular part-time employee under this plan shall be based on his/her part-time percentage of full-time employment at date of present appointment.

**1.2 Short Term Plan Benefits**

- (a) In the event an employee is unable to work because of an illness or injury, he/she will be entitled to a benefit of seventy-five percent (75%) of pay for a period not to exceed six (6) months from date of absence (Short Term Plan Period). In any two calendar year period, the first fifteen (15) workdays of absence from work due to illness or injury will be paid at one hundred percent (100%) of pay. Employees who exhaust all or part of their fifteen (15) day entitlement at one hundred (100%) of pay in that two (2) year calendar period will have it reinstated in the next two (2) year calendar period upon return to work.
- (b) Employees who have accumulated sick leave credit under the old sick leave plan will have their accumulated sick leave credits frozen but will supplement their seventy-five percent (75%) of pay benefit under the new plan by using twenty-five percent (25%) of a day's accumulation under the old sick leave plan for each day of absence under the new plan. The employee may opt to supplement the seventy-five percent (75%) benefit by the use of earned vacation time.

**1.3 Recurring Disabilities**

- (a) Employees who return to work after being absent because of illness or injury, and within five (5) consecutive scheduled days of work, again become unable to work because of the same illness or injury are considered to still be within the original Short Term Plan period as defined in Section 1.2(a)
- (b) Employees who return to work after being absent because of illness or injury and within five (5) consecutive scheduled days of work, again become unable to work because of a new illness or injury unrelated to the illness or injury that caused the previous absence shall be entitled to a further six (6) months benefits under this plan.

(c) Employees who return to work after being absent because of illness or injury, and after working five (5) or more consecutive scheduled days of work, again become unable to work because of the same illness or injury will be entitled to a further six (6) month period of benefits under this plan. This does not apply to an employee who has returned to work in the College on a trial basis as approved by the Joint Committee. In such a case, the maximum benefit period shall continue to be as defined in Section 1.2(a).

(d) Employees who return to work after a period of illness or injury and who do not work the same number of hours that were scheduled prior to the illness or injury shall receive prorated benefits under this plan, however, not beyond six (6) calendar months from the initial date of absence as defined in Section 1.2(a), if absence is due to the same illness or injury.

#### **1.4 Doctor's Certificate of Inability to Work**

The Employer may require an employee who is unable to work because of illness (including stress) or injury to provide a statement from:

- (a) a medical practitioner qualified to practice in the province of B.C.; or
- (b) where necessary, from a medical practitioner licensed to practice in the province of Alberta or the Yukon; or
- (c) the consulting physician to whom the employee is referred by the medical practitioner in Sections 1.4(a)(1) and (2) above,

providing medical evidence of the employee's inability to work in any of the following circumstances:

- (a) where it appears that a pattern of consistent or frequent absence from work is developing;
- (b) where the employee has been absent for six (6) consecutive scheduled days of work;
- (c) where at least thirty (30) days have elapsed since the last statement was obtained and the employee has been in receipt of plan benefits throughout the period.

Benefits will cease to be paid when an employee fails to provide satisfactory evidence of medical disability during the benefit period.

#### **1.5 Integration with Other Disability Income**

Short term benefits will be reduced by all other disability income benefits to which the absent employee is entitled except disability income which was being received prior to the illness or injury resulting in the employee being absent from work and which is unrelated to the illness or injury causing the current absence and the one-quarter ( $\frac{1}{4}$ ) day accumulation from the old sick leave plan that is being used to supplement the new plan. Other disability income benefits will include:

- (a) Any amount the absent employee receives from any group insurance, wage continuation or pension plan of the Employer.
- (b) Any amount of disability income provided by any compulsory act or law, except Unemployment Insurance sickness benefits and WCB benefits payable in accordance with Section 1.1(d).
- (c) Any periodic benefit payment from the Canada or Quebec Pension Plan or other social security plan of any country.

Notwithstanding the above, in the case of ICBC weekly indemnity payments or, in the case of personal insurance coverage, integration will apply to the extent that the combination of Plan benefits and ICBC weekly indemnity payments or personal insurance disability income benefits exceed either:

- (1) one hundred percent (100%) of pay; or
- (2) the applicable benefit percentage of the individual's average total monthly income in the twelve (12) month period immediately preceding commencement of the disability, whichever is the greater. Where this provision is to apply, the employee will be required to provide satisfactory evidence of his/her total monthly income.

This section does not apply to a war disability pension paid under an Act of the Governments of Canada or other Commonwealth countries.

### **1.6 Benefits Not Paid During Certain Periods**

Benefits will not be paid when an employee is:

- (a) receiving designated paid holiday pay;
- (b) engaged in an occupation for wage or profit;
- (c) on strike or is locked out unless the strike or lockout occurred after the illness or injury resulting in the employee being absent from work;
- (d) serving a prison sentence;
- (e) on suspension without pay;
- (f) on paid absence in the period immediately preceding retirement;
- (g) on any leave of absence without pay.

Notwithstanding Section 1.6(g) above, where an illness or injury occurs during a period of approved:

- (1) educational leave,
- (2) general leave of absence not exceeding thirty (30) days,
- (3) maternity leave,

which prevents the employee from returning to work on the scheduled date of return, the Short Term Plan will be effective from the date of disability due to illness or injury and benefits will be paid for the balance of the six (6) month period remaining from the scheduled date of return to work. For maternity leave, the intention is no coverage for normal pregnancy.

### **1.7 Employee to Inform Employer**

The employee shall inform the Employer as soon as possible of his/her inability to report to work because of illness or injury. The employee shall inform the Employer of the date of return to duty, in advance of that date, in order that relief scheduled for that employee can be notified.

### **1.8 Entitlement**

For the purpose of calculating fifteen (15) calendar days per two (2) year period, one (1) day shall be considered to be one (1) day, regardless of the regularly scheduled workday. Calculation for part-time employees and partial days will be on a prorated basis.

### **1.9 Employment Standards Premium**

The Parties agree that the complete premium reduction from the Ministry of Social Development & Economic Security accruing through the improved illness and injury plan will be returned to the Employer.

### **1.10 Benefits Upon Layoff or Separation**

- (a) Subject to Sections 1.10(b) and (c) below, regular employees who have completed three (3) months of service and who are receiving benefits pursuant to Sections 1.1(c), 1.1(d) or 1.2 shall continue to receive such benefits upon layoff or separation until the termination of the illness or until the maximum benefit entitlement has been granted, whichever comes first, if the notice of layoff or separation is given after the commencement of the illness for which benefits are being paid.
- (b) In the event that layoff or separation notice was given prior to the commencement of the illness, benefits will cease on the effective date of the layoff or separation only if the illness commenced within two (2) months of the effective date of the layoff or separation.
- (c) Benefits will continue to be paid in accordance with Section 1.10(a) above, for which notice of layoff or separation was given prior to the commencement of the illness and if the illness commenced more than two (2) months before the effective date of the layoff or separation.

## **PART 2 - LONG TERM DISABILITY PLAN**

### **2.1 Eligibility**

- (a) Regular full-time employees shall be covered by the Long Term Disability Plan upon completion of six (6) months' active employment with the Employer. To be covered by the Plan, a regular part-time employee must be working in a position that requires at least half time work on a regularly scheduled basis, and must have completed six (6) months' active service in such a position.
- (b) An employee who is not actively at work because of illness or injury on the workday coincident with, or immediately preceding the date he/she would otherwise have become eligible for coverage under the Plan will not be eligible for coverage until the date the employee returns to active employment.
- (c) Coverage in the Plan is a condition of employment.

### **2.2 Long Term Disability Benefit**

In the event an employee, while covered under this plan, becomes totally disabled as a result of an accident or a sickness, then, after the employee has been totally disabled for six (6) months, including periods approved in Section 1.3(a) and (c), he/she shall be eligible to receive a monthly benefit as follows:

- (a) While the employee has a sick bank balance to be used on a day-for-day basis, full monthly earnings as at the date of disability will continue until the sick bank is exhausted, and Section 2.6 will not apply.
- (b) When an employee has no sick bank, or after it is exhausted, the employee shall receive a monthly benefit equal to the sum of:
  - (1) sixty-six and two-thirds percent (66-2/3%) of the first twenty-five hundred dollars (\$2,500) of monthly earnings; and
  - (2) fifty percent (50%) of the monthly earnings above twenty-five hundred dollars (\$2,500).

For the purposes of the above, earnings shall mean basic monthly earnings as at the date of disability as determined by the Employer.

The basic monthly earnings as at the date of disability shall be the salary in effect for the last month of the Short Term Plan period, or equivalent six (6) month period, taking into consideration any retroactive adjustments. The date of disability for determining the commencement of the first two (2) years of

disability shall be the day following the last month of the Short Term Plan period, or an equivalent six (6) month period.

(c) The Long Term Disability benefit payment will be made so long as an employee remains totally disabled, in accordance with Section 2.3, and will cease on the date the employee recovers, or at the end of the month in which the employee reaches age sixty-five (65), or resigns, or dies, whichever occurs first.

(d) An employee in receipt of long term disability benefits will continue to be covered by superannuation, group life, extended health, dental and medical plans. Such employees will also be covered by Clauses 11.5, 11.6 and 22(b) and will, during the two (2) year period of disability re: own occupation, be eligible for Clauses 30.13 and 30.14. Employees will not be covered by any other portion of the Collective Agreement but will retain the right to the grievance procedure and the right of access to the Joint Committee established in the Collective Agreement.

(e) When an employee is in receipt of the benefit described in Section 2.2(b) above, contributions required for benefit plans in Section 2.2(d) above and contributions for Superannuation will be waived by the Employer.

(f) An employee engaged in rehabilitative employment with the Employer and who is receiving partial Long Term Disability benefit payments will have contributions required for benefit plans in Sections 2.2(d) above and contributions for Superannuation waived by the Employer, except that Superannuation contributions shall be deducted from any salary received from the Employer to cover the period of rehabilitative employment.

### **2.3 Total Disability**

(a) Total disability, as used in this Plan, means the complete inability because of an accident or sickness of a covered employee to perform all the duties of his/her own occupation for the first two (2) years of disability. Thereafter, employees able, by reason of education, training or experience, to perform the duties of a gainful occupation for which the rate of pay is not less than seventy-five percent (75%) of the current rate of pay of their regular occupation at date of disability will not be considered totally disabled and will therefore not be eligible for benefits under this Long Term Disability Plan.

(b) With respect to mental or nervous conditions, drug addiction, or alcoholism, the claimant must be participating in an appropriate treatment program. In the case of mental or nervous disorders, the treatment must be under the active supervision of a medical doctor or a psychiatrist if available and/or appropriate. For drug addition or alcoholism, appropriate treatment refers to treatment of the addiction in a reasonable and customary manner.

(c) (1) If an employee becomes totally disabled and during this period of total disability engages in rehabilitative employment, the regular monthly benefit from this plan will be reduced by twenty-five percent (25%) of the employee's earnings from such rehabilitative employment. In the event that income from rehabilitative employment and the benefit paid under this plan exceed eighty-five percent (85%) of the employee's earnings at date of disability, the benefit from this plan will be further reduced by the excess amount. "*Rehabilitative employment*" shall mean any occupation or employment for wage or profit or any course or training that entitles the disabled employee to an allowance, provided such rehabilitative employment has the approval of the employee's doctor and the Employer. The rehabilitative employment of a disabled employee will continue until such time as the employee's earnings from rehabilitative employment exceed eighty-five percent (85%) of the employee's earnings at the date of disability but in no event for more than twenty-four (24) months from the date benefit payments commence. If earnings are received by an employee during a period of total disability and if such earnings are derived from employment which has not been approved of as rehabilitative employment by his/her doctor and

the Employer, then the regular monthly benefit from the plan will be reduced by one hundred percent (100%) of such earnings.

(2) In the event that an employee has been classified as totally disabled for all occupations and engages in approved rehabilitative employment, the provisions of Section 2.3(c)(1) above apply except that the rehabilitative employment may continue for twenty-four (24) months from the date the rehabilitative employment commenced.

(3) In the case where rehabilitative employment has been approved while an employee is receiving a benefit under the provisions of Section 2.2(a), the provisions of Section 2.3(c)(1) shall not apply until the employee is receiving a benefit under Section 2.2(b).

## **2.4 Exclusion From Coverage**

The Long Term Disability Plan does not cover total disabilities resulting from:

- (a) War, insurrection, rebellion or service in the armed forces of any country after the commencement of this plan;
- (b) Voluntary participation in a riot or civil commotion except while an employee is in the course of performing the duties of his/her regular occupation;
- (c) Intentionally self-inflicted injuries or illness;
- (d) Convicted for committing a criminal offence;
- (e) A disability known to the Employer and which was specifically taken into account by the Employer at the time of hiring.

## **2.5 Pre-existing Conditions**

An employee shall not be entitled to Long Term Disability benefits from this plan if his/her total disability resulted from an accident or sickness with respect to which medical treatment, services or supplies were received in the ninety (90) day period prior to the date of hire unless he/she has completed twelve (12) consecutive months of service after the date of hire during which time he/she has not been absent from work due to the aforementioned accident or sickness with respect to which medical treatment, services or supplies were received. This Section does not apply to present employees who have been continuously employed since April 1, 1977.

## **2.6 Integration with Other Disability Income**

In the event a totally disabled employee is entitled to any other income as a result of the same accident, sickness, mental or nervous disorder that caused him/her to be eligible to receive benefits from this plan, the benefits from this plan will be reduced by one hundred percent (100%) of such other disability income.

Other disability income shall include, but not necessarily be limited to:

- (a) Any amount payable under any Workers' Compensation Act/or Law or any other legislation of similar purpose; and
- (b) Any amount the disabled employee receives from any group insurance, wage continuation or pension plan of the Employer that provides disability or retirement income; and
- (c) Any amount of disability income provided by any compulsory act or law; and
- (d) Any periodic primary benefit payment from the Canada or Quebec Pension Plans or other similar social security plan of any country to which the disabled employee is entitled or to which he would be entitled if his/her application for such a benefit were approved; and

(e) Any amount of disability income provided by any group or association disability plan to which the disabled employee might belong or subscribe.

The amount by which the disability benefit from this plan is reduced by other disability income will normally be the amount to which the disabled employee is entitled upon becoming first eligible for such other disability income. Future increase in such other disability income resulting from increases in the Canadian Consumer Price Index or similar indexing arrangements will not further reduce the benefits from this plan.

Notwithstanding the above, in the case of ICBC weekly indemnity payments or in the case of personal insurance coverage, integration will apply to the extent that the combination of Plan benefits and ICBC weekly indemnity payments or personal insurance disability income benefits exceed either:

- (1) one hundred percent (100%) of basic pay; or
  - (2) the applicable benefit percentage of the individual average total monthly income in the twelve (12) month period immediately preceding commencement of the disability,
- whichever is the greater. Where this provision is to apply, the employee will be required to provide satisfactory evidence of his/her total monthly income.

This Section does not apply to a war disability pension paid under any Act of the Governments of Canada or other Commonwealth countries.

## **2.7 Successive Disabilities**

If, following a period of total disability with respect to which benefits are paid from this plan, an employee returns to work on a full-time basis for a continuous period of six (6) months or more, any subsequent total disability suffered by that employee, whether related to the preceding disability or not, shall be considered a new disability and the disabled employee shall be entitled to benefit payments in accordance with the provisions of this Plan.

In the event the period during which such an employee has returned to work is less than six (6) months and the employee again suffers a total disability that is related to the preceding disability, the subsequent disability shall be deemed a continuation of the preceding disability, and the disabled employee shall be entitled to benefit payments in accordance with the provisions of this plan as though he/she had not returned to work.

Should such an employee suffer a subsequent disability that is unrelated to the previous disability and, provided the period during which the employee returned to work is longer than one (1) month, the subsequent disability shall be considered a new disability and the employee shall be entitled to benefit payments in accordance with the provisions of this Plan. If the period during which the employee returned to work is one (1) month or less, the subsequent disability shall be deemed a continuation of the preceding disability and the disabled employee shall be entitled to benefit payments in accordance with the provisions of this Plan.

## **2.8 Cessation of Plan Coverage and Leaves of Absence**

An employee shall cease to be covered by this Plan at the earliest of the following dates:

- (a) On the date that is six (6) months prior to his/her sixty-fifth (65th) birthday.
- (b) On the date of commencement of paid absence prior to retirement;
- (c) On the date of termination of employment with the Employer.

Cessation of active employment as a regular employee shall be considered termination of employment except when an employee is on authorized leave of absence with or without pay. Employees on leave of



absence without pay may opt to retain coverage under the Plan and shall pay the full premium, except when on approved Maternity Leave. Coverage will be permitted for a period of eighteen (18) months of absence without pay except if the leave is for educational purposes when the maximum period will be extended to two (2) years. If an employee on leave of absence without pay or with partial pay, who has elected coverage under this Plan, benefits under this Plan will be based upon monthly earnings immediately prior to the current leave of absence.

## **2.9 Benefits Upon Plan Termination**

In the event this Long Term Disability Plan is terminated the benefit payments shall continue to be paid in accordance with the provisions of this Plan to disabled employees who become disabled while covered by this Plan prior to its termination.

## **2.10 Contributions**

The cost of this Plan will be borne by the Employer.

## **2.11 Waiver of Contributions**

Employee contributions to this Plan shall be waived with respect to disabled employees during the time such an employee is in receipt of disability benefit payments from this Plan.

## **2.12 Claims**

Long Term Disability claims will be adjudicated and paid by a claims-paying agent to be appointed by the Employer. In the event a covered employee disputes the decision of the claims-paying agent regarding a claim for benefits under this Plan, the employee may arrange to have his/her claim reviewed by a claims review committee composed of three (3) medical doctors - one (1) designated by the claimant, one (1) by the Employer, and a third agreed to by the first two (2). Written notice of a disputed claim or an appeal under this Plan shall be sent to the Employer.

Written notice of an appeal must be submitted within three (3) months from the date the claims-paying agent rejected the claim. The expenses incurred by the Claims Review Committee will be paid by the Plan. Where an employee has disputed the decision of the claims-paying agent and is awaiting the outcome of a review or an appeal, the employee will be considered to be on leave of absence without pay during the portion of the waiting period when he/she is not receiving pay or benefit allowance. During the waiting period an employee will continue to be covered by group life, extended health, dental and medical plans.

## **2.13 Physical Examination**

The Employer, at its own expense, shall have the right and be given the opportunity to have a medical doctor appointed by the Employer examine, as often as it may reasonably require, any employee whose injury, sickness, mental or nervous disorder is the basis of claim upon this Plan.

## **2.14 Canadian Currency**

All monies payable to or from this Plan shall be payable in Canada in Canadian currency.

## **2.15 Administration**

The Employer will be the administrator of the Plan. All questions arising as to the interpretation of this Plan shall be subject to the grievance and arbitration procedures in Articles 8 and 9 of the Collective Agreement.

## **2.16 Implementation by Regulation**

The provisions of this Plan shall become part of a Memorandum of Agreement between the Parties and will be implemented by regulation.

**PART 3 - CLAIMS REVIEW COMMITTEE TERMS OF REFERENCE**

1. The LTD Claims Review Committee shall be composed of three doctors, licensed to practise medicine in British Columbia by the College of Physicians and Surgeons of B.C., one (1) designated by the employee, one (1) designated by the Employer and the third (the Chairperson) to be mutually agreed upon and designated by the first two (2) doctors.
2. It is important that the Committee be established and perform its functions as quickly as possible. Accordingly, the doctor designated by the Employer will contact the doctor designated by the employee to coordinate the designation of the Chairperson. All doctors must agree upon their appointment to make themselves reasonably available to perform the functions of the Committee.
3. The members of the Committee shall either jointly or at the discretion of the Chairperson, establish the medical procedure and any tests required in order to come to a conclusion. The Committee may determine the process for examination of the employee based on the review of the reports provided to them from the claims paying agent. Members of the Committee will carry out such examinations as they deem necessary and all information from medical procedures or tests shall be made available to all members of the Committee.
4. Date, time and location of the meetings of the Committee shall be with the concurrence of all members of the Committee.
5. Each member of the Committee shall be provided with all medical reports, and vocational reports if applicable, held by the claims paying agent prior to the date of the Committee's first meeting.
6. The Committee shall determine whether or not the employee is disabled in accordance with the definition of disability contained in the Collective Agreement (a copy of the appropriate section is attached).
7. Findings shall be based on a majority decision and shall be in writing signed by all members and forwarded to the Manager of Human Resources who will forward a copy of the report to the Union.

**PART 4 - JOINT COMMITTEE**

The Joint Committee established under Article 32 shall consider and make recommendations to the bargaining principals on all matter related to the effective administration of the Short Term Illness and Injury and Long Term Disability Plans and to consider and make recommendations to the bargaining principals on any questions which may arise related to interpretation or application of the wording of Appendix 1. The Committee shall consider and report back on all matters related to the plans which may be referred to it jointly by the bargaining principals.

**APPENDIX 2 - SALARY RATES****Salary Rates Effective April 1, 2005**

Level	Step 1		Step 2		Step 3	
	Biweekly	Hourly	Biweekly	Hourly	Biweekly	Hourly
Banquet Worker		12.30				
Co-op Student		12.30				
Labourer		16.24				
Level 1	1225.70	17.51	1225.70	17.51	1225.70	17.51
Level 2	1225.70	17.51	1225.70	17.51	1281.00	18.30
Level 3	1225.70	17.51	1274.70	18.21	1337.70	19.11
Level 4	1274.70	18.21	1326.50	18.95	1397.20	19.96
Level 5	1326.50	18.95	1379.70	19.71	1459.50	20.85
Level 6	1379.70	19.71	1433.60	20.48	1524.60	21.78
Level 7	1433.60	20.48	1491.70	21.31	1591.80	22.74
Level 8	1491.70	21.31	1551.20	22.16	1663.20	23.76
Level 9	1551.20	22.16	1612.80	23.04	1736.70	24.81
Level 10	1612.80	23.04	1677.90	23.97	1814.40	25.92
Level 11	1677.90	23.97	1745.10	24.93	1894.90	27.07
Level 12	1745.10	24.93	1815.10	25.93	1979.60	28.28
Level 13	1815.10	25.93	1887.20	26.96	2067.10	29.53
Level 14	1887.20	26.96	1962.80	28.04	2160.20	30.86
Level 15	1962.80	28.04	2041.20	29.16	2255.40	32.22
Level 16	2041.20	29.16	2122.40	30.32	2356.20	33.66
Level 17	2122.40	30.32	2208.50	31.55	2460.50	35.15
<i>Other than Banquet Workers, Co-op Students and Labourers, no employee will be paid below Level 1, Step 3 or Level 2, Step 2.</i>						

**Salary Rates Effective July 1, 2005**

Level	Step 1		Step 2		Step 3	
	Biweekly	Hourly	Biweekly	Hourly	Biweekly	Hourly
Banquet Worker		12.30				
Co-op Student		12.30				
Labourer		16.24				
Level 1	1243.90	17.77	1243.90	17.77	1243.90	17.77
Level 2	1243.90	17.77	1243.90	17.77	1299.90	18.57
Level 3	1243.90	17.77	1293.60	18.48	1358.00	19.40
Level 4	1293.60	18.48	1346.10	19.23	1418.20	20.26
Level 5	1346.10	19.23	1400.70	20.01	1481.20	21.16
Level 6	1400.70	20.01	1455.30	20.79	1547.70	22.11
Level 7	1455.30	20.79	1514.10	21.63	1615.60	23.08
Level 8	1514.10	21.63	1574.30	22.49	1688.40	24.12
Level 9	1574.30	22.49	1637.30	23.39	1762.60	25.18
Level 10	1637.30	23.39	1703.10	24.33	1841.70	26.31
Level 11	1703.10	24.33	1771.00	25.30	1923.60	27.48
Level 12	1771.00	25.30	1842.40	26.32	2009.00	28.70
Level 13	1842.40	26.32	1915.20	27.36	2097.90	29.97
Level 14	1915.20	27.36	1992.20	28.46	2192.40	31.32
Level 15	1992.20	28.46	2072.00	29.60	2289.00	32.70
Level 16	2072.00	29.60	2153.90	30.77	2391.20	34.16
Level 17	2153.90	30.77	2241.40	32.02	2497.60	35.68
<i>Other than Banquet Workers, Co-op Students and Labourers, no employee will be paid below Level 1, Step 3 or Level 2, Step 2.</i>						

**APPENDIX 3****BOARD AND LODGING AND RELOCATION REGULATIONS****PART 1 – BOARD AND LODGING REGULATIONS****1.1 Definitions**

For the purposes of these regulations:

"*stationary employees*" are employees who occupy positions that require them to:

- (a) carry out their duties on a day-to-day basis at their headquarters; and/or
- (b) travel from their headquarters for short periods of time.
- (c) travel from their headquarters more or less on a continuous basis, but whose assignments are of sufficiently short duration so that temporary headquarters cannot be practically assigned.

"*mobile employees*" are those that occupy positions requiring assignment to a "*temporary*" headquarters for a significant period of time for each specific project and who are required to carry out their duties on a day-to-day basis from their assigned temporary headquarters; these employees are usually required to change their temporary headquarters on a continual basis and would not be domiciled at a permanent headquarters;

"*travel status*" with respect to an employee means absence of the employee from his/her designated headquarters or geographic location on College business with the approval of the Employer, but travel status does not apply to employees temporarily assigned to a position outside of his/her designated headquarters.

"*headquarters or geographic location*" is that area within a radius of thirty-two (32) kilometres of where an employee ordinarily performs his/her duties. When employees are required by the Employer to relocate, the headquarters area may be redefined where exceptional circumstances such as unusual road conditions exist.

"*local hire*" is a person who is hired or is domiciled within eighty (80) kilometres of the job site by means of the shortest road route;

"*dependent*" are spouse, dependent children, and anyone for whom the employee claims exemption on Federal Income Tax returns.

"*private dwelling house*" refers to the single family residence of the employee on a reasonable amount of property required to support such a house, owned by the employee and/or the spouse, and for which evidence of title can be provided. "*House*", "*residence*" and "*property*" refer solely to the property occupied as the principal residence of the employee at the time of relocation, including mobile homes;

"*reasonable amount of property*" where an employee elects to purchase a dwelling house on a piece of property that would not be considered a "*reasonable amount*" (i.e., hobby farm, etc.) the following formula shall be used to determine the value of the private dwelling house for legal fee reimbursement purposes:

- (a) value of an average serviced lot in or close to the nearest town;
- (b) assessed value of actual house on site;
- (c) total added value in (a) and (b)

**1.2 Board and Lodging Allowance****(a) Local Hire**

No board and lodging will be supplied or living allowance paid to persons hired locally for a project. Should such a person be transferred to another project where the distance involved requires the person to reside away from his/her original point of domicile, then board and lodging allowances will apply.

(b) *Employees at Their Headquarters*

No board and lodging will be supplied, or living allowance or meals and/or accommodation paid to employees while at their permanent place of residence or to "stationary" employees while at their permanent headquarters, except as specifically authorized by this Agreement.

(c) *Travel Status*

The following classes of employees, under the stated conditions, shall be entitled to the current meal allowances and accommodation reimbursement or the current private accommodation allowance in lieu of accommodation reimbursement:

- (1) "stationary" employees who are required to travel away from their permanent headquarters up to a maximum of sixty (60) days at one location on a continuous basis;
- (2) "mobile" employees who are required to travel away from their temporary headquarters, or who are moving from one assigned temporary headquarters to another, and for a period up to thirty (30) days at the beginning of each assignment to enable them to arrange suitable longer term accommodation;
- (3) notwithstanding any provisions contained in Section 1.2(c)(1), or (2), travel status will not apply where the Employer provides for or supplies free board and lodging.

## **PART 2 - RELOCATION REGULATIONS**

### **2.1 Policy**

- (a) Relocation expenses will apply to employees who are required by the Employer to move from one headquarters or geographic location to another to fill a position which is permanently located at another headquarters or geographic location.
- (b) To employees entitled to relocation expenses, the Employer will pay travelling, living and moving expenses on relocation in accordance with the following regulations.

#### **Travel Expenses on Relocation**

(a) *Initial Trip to Seek New Accommodation*

The Employer shall grant, with no loss of base pay, prior to relocation, at a time mutually agreeable to the Employer and the employee, up to five (5) days plus reasonable travel time, to an employee being relocated and shall reimburse the employee for travel expenses for the employee and his/her spouse in accordance with the current regulations.

Any time beyond specified time may be charged against the employee's vacation/annual leave credits, however, expenses will not be payable. This leave must be for the specific purpose of locating accommodation, with the intent, in as many instances as possible, that furniture and household effects may be delivered directly to the new residence.

(b) *Travelling Expense Moving to New Location*

The Employer shall reimburse the employee for travel expenses incurred during the relocation for him/herself and dependents, for the actual travel time, plus accommodation and meals up to seven (7) days at the new location, where the employee is unable to move into his/her new accommodation; such expense allowances to be in accordance with current regulations.

*Meals:*                    *Adults* - full rate  
                                  *Children 12 and under* - one-half (½) rate.

*Motel or Hotel*        on production of receipts. Private lodging at old or new location at current rate.

(c) Where dependents of an employee relocate at a time different from the employee, the Employer shall reimburse the employee for his/her dependents travel expenses, meals and accommodation incurred while travelling to the new headquarters area. In such cases where the employee remains eligible for benefits pursuant to Section 2.3, the employee will be reimbursed for his/her dependents' meals at the new location for a period of up to seven (7) days. The above allowances will be in accordance with the current regulations.

## **2.2 Living Expenses Upon Relocation at New Location**

After the first seven (7) days have expired at the new location and the employee can establish to the satisfaction of the Employer that there is no suitable housing available, then:

- (a) The Employer shall pay an employee not accompanied by dependents at the new location, a living allowance of ten dollars (\$10) per day up to a maximum of thirty (30) days; or
- (b) The Employer shall pay an employee accompanied by dependents at the new location, a living allowance of thirteen dollars and fifty cents (\$13.50) per day up to a maximum of sixty (60) days.
- (c) Where the employee is receiving payment in (a) above and is later joined by his/her dependents at the new location and the employee is still eligible for payment under this section, the payment shall be as in (b) above. However, the maximum period of payment under Sections 2.3(a) and (b) shall not exceed sixty (60) days.

## **2.3 Moving of Household Effects and Chattels**

On relocation, the Employer shall arrange and pay for the following:

- (a) Moving of household effects and chattels up to eight thousand one hundred sixty-five (8,165) kilograms including item(s) which the contracted mover will accept as part of a load which includes household appliances and furniture, hobbies, boats, outboard motors, and pianos.
- (b) Comprehensive insurance to adequately protect the employee's household effects and chattels during the move up to a maximum of twenty-five thousand dollars (\$25,000).
- (c) Where necessary, insured storage, up to two (2) months, upon production of receipts.
- (d) The packing and unpacking of the employee's household effects and chattels.
- (e) When an employee is being relocated and opts to move his/her own household effects and chattels, the employee shall receive one (1) of the following allowances:
  - (1) Two hundred and fifty dollars (\$250) for a move not exceeding a distance of two hundred forty (240) kilometres;
  - (2) Five hundred dollars (\$500) for a move which exceeds a distance of two hundred forty (240) kilometres;
  - (3) One hundred dollars (\$100) where the employee is entitled to receive the amount pursuant to Section 2.8(d).
- (f) Where the employee exercises an option pursuant to Section 2.4(e) above, the provisions of Sections 2.4(a) and (d) above shall not apply.

## 2.4 Moving of Mobile Homes

Where an employee on relocation owns and is living in a mobile home, the Employer shall arrange and pay for the following:

- (a) Moving of single wide mobile trailer or home up to the maximum width allowed on the highway with a permit, including any skirting, cabanas or attachments. Where mobile homes in excess of the above are involved the Employer will pay:
  - (1) the equivalent cost of moving a single wide mobile trailer or home up to a maximum width allowed on highway with a permit; or
  - (2) the real estate and legal fees involved in selling the extra wide trailer up to a maximum of three thousand, five hundred dollars (\$3,500).
- (b) Comprehensive insurance to adequately protect the employee's household effects, chattels and trailer during the move up to a maximum of twenty-five thousand dollars (\$25,000).
- (c) The setting up and levelling of a mobile home or double wide at the new location to a maximum of five hundred dollars (\$500), upon production of receipts.
- (d) The packing and unpacking of the employee's household effects and chattels, if required.

Where an employee opts under this Section to have a mobile home moved, there shall be no entitlement to the provisions of Sections 2.4 and 2.12.

## 2.5 Moving of Personal Vehicles Upon Relocation

The Employer shall reimburse the employee for the costs of transporting one (1) personal vehicle and one (1) trailer towed by the personal vehicle. The vehicle and trailer, where applicable, may be driven in which case current vehicle allowance rates for the vehicle only will apply, or, vehicle and trailer, where applicable, may be shipped by rail or boat, in which case the cost of the least expensive method will be paid. In addition, the Employer will pay for any additional transportation charges, such as ferry fares, for the vehicle and trailer with or without load.

## 2.6 Incidental Expenses on Relocation

The Employer shall pay the employee upon relocation only one (1) of the following amounts to cover incidental expenses on relocation, and once the employee has claimed one (1) allowance, no alternate further claim may be made.

- (a) When an employee purchases a private dwelling house in the new location .....\$400
- (b) When the employee is moving to rental accommodation in the new location.....\$150
- (c) When the employee is moving with a mobile home.....\$100
- (d) When the employee is moving to room and board .....\$50

The application for incidental expenses on relocation must be made by the employee on the appropriate form within sixty (60) days of the employee's arrival at the new location, unless there is no available suitable housing, in which case applications must be made within sixty (60) days of suitable housing becoming available.

## 2.7 Notice to Employee Upon Relocation

It is understood and agreed that the Employer will provide the employee with reasonable notice of the relocation effective date and, wherever possible, at least one (1) month's notice shall be given. Where less than one (1) month's notice is given or the relocation date is altered either earlier or later than the relocation



effective date given which directly results in duplication of rent costs to the employee, then the Employer agrees to reimburse the employee, upon production of receipts, to the duplicate rent payments at new location.

## **2.8 Requested Relocation by Employee**

Where an employee requests a relocation from one headquarters or geographic location to another, all expenses incurred in such a move are the responsibility of the employee.

## **2.9 Real Estate and Legal Fees**

On relocation, or within one (1) year of the effective date of relocation, an employee who purchases and/or sells his/her private dwelling house, will be entitled to claim for the following expenses upon production of receipts:

- (a) Reimbursement of fees to a maximum of four thousand dollars (\$4,000) charged by a real estate agency for the selling of the employee's private dwelling home in which he/she resided immediately prior to relocation.
- (b) An employee who has sold his/her own home without the aid of a realtor shall be entitled to claim five hundred dollars (\$500).
- (c) Allowance for legal fees encumbered upon the employee because of the purchase of his/her private dwelling home in which he/she lives after relocation will be paid in accordance with the following:
  - One percent (1%) of the first forty thousand dollars (\$40,000) of the purchase price;
  - One-half of one percent (.5%) of any amount of the purchase price above forty thousand dollars (\$40,000);
  - The total cost to the Employer under Section 2.10(c) shall not exceed eight hundred dollars (\$800).
- (d) Where an employee purchases a reasonable amount of property, secures a joint mortgage (land and private dwelling) and begins construction within six (6) months of relocation (i.e., foundation poured), he/she shall be entitled to reimbursement of legal fees not to exceed the amount specified in Section 2.10(c) above. In these circumstances, the reimbursement shall be for one (1) transaction only.
- (e) The employee may only claim legal fee reimbursement in either Sections 2.10(c) or (d) above, not both.

**APPENDIX 4****REHABILITATION COMMITTEE****1.1**

It is the intent of both Parties to encourage and facilitate the early return to gainful employment of employees who have been ill or injured. Therefore a rehabilitation committee will be established as follows:

- (a) The Committee shall consist of four (4) members, two (2) appointed by the Employer and two appointed by the Union. A secretary shall be appointed to assist with the administration of the Committee. In addition, resource people may attend at the request of either Party.
- (b) The Committee shall review cases of regular employees who have completed their initial probationary period and are not capable of performing the duties of their own occupation due to illness or injury. Such employees shall make application for rehabilitation.
- (c) The Committee shall also review cases of all employees who have become incapacitated through industrial injury or illness. Following the review of such cases, the Committee, taking into account the best interests of the employee and the Employer shall make recommendations to the Employer.
- (d) Where the Committee is unable to decide upon recommendations for a particular case, the matter shall be referred to the bargaining principals for final disposition.
- (e) The Rehabilitation Committee shall meet on an as-needed basis during working hours, and leave without loss of pay shall be granted to Committee members. Minutes of all meetings shall be taken by the secretary and copies shall be provided to the Employer and the Union.
- (f) Members of the Committee are committed to maintain confidentiality of medical and other information received in their capacity as Committee members.

**1.2**

In the event that a regular employee becomes incapacitated through accident or sickness and he/she is unable to perform all the duties of his/her own occupation, the following shall apply:

- (a) For the purpose of this section, "*incapacity*" shall mean where the employee is unable to perform all the duties of his/her own occupation as defined under the long term disability plan outlined in the Collective Agreement.
- (b) Where the employee meets the definition in Clause 1.2(a) above, the Employer shall provide the employee with an application to the Rehabilitation Committee.
- (c) The application, once completed, shall be returned to the Employer's representative on the Rehabilitation Committee who will provide copies to the Committee members.
- (d) The Rehabilitation Committee will, based on the information, coordinate the necessary medical and/or vocational assessments and determine the following:
  - (1) If the application is properly before the Committee;
  - (2) based on the assessment, determine whether the employee is immediately capable of performing modified, alternative or rehabilitative employment;
  - (3) if no to Clause 1.2(d)(2) above, the Committee may, based on the assessments, implement the necessary training to place the employee in alternative or rehabilitative employment;

(4) in considering modified, alternative or rehabilitative employment, the Committee may provide advice and make recommendations to the Employer to return the incapacitated employee to work considering the following accommodations:

- (i) modification of the duties of the employee's job;
- (ii) flexibility in scheduling hours of work within existing hours of operation;
- (iii) provision of technical or mechanical aids;

(5) where the employee is considered capable of performing alternative employment or once the rehabilitative employment is considered to be successful, and the employee is therefore able to perform the duties of a gainful occupation, he/she shall be subject to Article 11 excluding displacement options.

(e) In those cases where a return to their own occupation is unlikely, employees may be referred by either Party to the Rehabilitation Committee while on STIIP. In such cases Clause 1.2(c) and Clause 1.2(d) above will apply.

(f) Where an employee has a physical occupational illness or injury, the Employer will, where feasible, accommodate the employee's incapacity so as to avoid time loss illness or injury. Where a time loss illness or injury occurs, the compensation payable shall be in accordance with the applicable terms of the Collective Agreement.

(g) Where the Employer has concerns with a recommendation made in accordance with Clause 1.2(d)(4) above, the concern will be reviewed with the Rehabilitation Committee.



**LETTER OF AGREEMENT #1**  
**HIRING OF STUDENTS IN CO-OP PROGRAMMES**

1. The Parties agree that the following conditions will apply to the hiring of Co-operative students by Northwest Community College.

2. **Objective**

The objective of the Co-operative Education Training Program is to provide students with the opportunity to integrate academic preparation with relevant work experience.

3. **Definition**

For the purpose of this Letter of Agreement, "*co-op student*" will mean a person currently registered in the co-operative training program.

4. **Co-Op Student Job Duties**

Co-operative students will be hired for special projects with duties which are of a temporary nature and are distinct from the day to day duties of a regularly classified position in the BCGEU.

5. **Terms And Conditions Of Employment**

*Status* - Co-op students shall be considered auxiliary employees and required to join the Union within 30 days of employment.

*Wages and benefits* - Co-op students shall receive Banquet Workers rate at twelve dollars and thirty cents (\$12.30) per hour and shall receive six (6%) in addition in lieu of all benefits.

*Hours of Work* - Hours of work shall be thirty-five (35) hours per week.

*Duties* - Notwithstanding #4 above, the Parties will determine the specific job duties applicable to each co-op student prior to placement and failure of mutual agreement will result in the student not being hired. Co-op students will not perform any work which will result in the layoff, lack of recall, or loss of earnings of any current employee.

6. **Cancellation**

Either Party may cancel this Agreement upon two (2) weeks written notice.

*Signed and dated by both Parties this 12th day of July, 1993.*

**LETTER OF UNDERSTANDING #1**  
**DEGREE GRANTING OPPORTUNITIES IN NORTHERN B.C.**

The Parties recognize that the post-secondary educational opportunities in the area served by Northwest Community College are best enhanced by a co-operative, integrated plan developed through the structures which allow those institutions and agencies and workers who deliver and support the delivery of programmes to be involved in a consultative process as equal partners.

In order to enhance this partnership, the Employer and the Union have agreed to share information regarding the cooperative educational efforts between the College and other institutions.

Northwest Community College agrees not to contract out any work presently performed by employees covered by this Agreement which would result in the layoff off of such employees as a result of its relationship with any other educational institution.

*Signed and dated by both Parties this 20th day of December, 1993*



8. The worker who is assigned to supervise a student on a work experience placement will be provided with adequate time with the student without penalty or threat of discipline.
9. Where the workplace being considered for a work experience placement operates on a two or three shift basis, every effort will be made to place the student on the first (day) shift. In the case of a workplace operating on a seven-day rotation, every effort will be made to place the student on the Monday to Friday rotation. Where these two criteria cannot be met, the Union must be notified in advance of any variation.
10. No student will be placed in a work area where confidentiality of records must be maintained. Where exclusion from such area is not possible, students must be given instruction concerning the protection of confidentiality.
11. Regular meetings between the partner Union, the College, and sponsoring agency will be held to discuss the status of work experience placements.
12. Upon the start of a placement, the student will be given an orientation by a Union representative as to the role of the Union in the workplace.

#### **NOTIFICATION OF INTENT**

13. Upon completion of a work experience program agreement between the College and the sponsoring agency, on behalf of the student, the respective Union will receive written notification of the intent to place a student on work experience, as well as a copy of the completed work experience program agreement. The Union should notify the College if they have concerns regarding a placement.

#### **EXCEPTIONS**

14. All partners identified in this Letter of Understanding agree that the conditions identified for work experience placement will be adhered to and/or others as may be agreed to by the partners.

*Signed and dated by both Parties this 19th day of November, 1996*



**LETTER OF UNDERSTANDING #3**  
**YOUTH EMPLOYMENT PROGRAMS**

The salary and working conditions for students hired under any Youth Employment Programs within the Northwest Community College regions will be referred to the Joint Committee for resolution before the end of April 1997.

*Signed and dated by both Parties this 18th day of February, 1997*

**LETTER OF UNDERSTANDING #4  
INSTRUCTOR AIDES AND LAB TECHNICIANS**

The Parties agree to review the proposed movement of all Instructor Aides and Lab Technicians to the Instructional Bargaining Unit (BCGEU) along with the discussions on the implementation of the BCGEU Gender-Neutral Job Evaluation Plan.

*Signed and dated by both Parties this 18th day of February, 1997.*

**LETTER OF UNDERSTANDING #5**  
**SELECTION COMMITTEE FOR SENIOR ADMINISTRATORS**

The Parties agree that for any selection committee for Senior Administrators, both BCGEU bargaining units shall designate their representative(s).

The Selection Committee will have equal representation from the CUPE faculty bargaining unit, the BCGEU faculty bargaining unit and the BCGEU support staff bargaining unit.

*Signed and dated by both Parties this 24th day of October, 1996*  
*Amended April 28, 1997*

**LETTER OF UNDERSTANDING #6**  
**JOINT JOB EVALUATION/PAY EQUITY COMMITTEE**

1. The Parties agree to the formation of a Joint Job Evaluation/Pay Equity Committee by September 30, 2000 whose job will be to develop a Job Evaluation Plan, including implementation strategies and time lines. The Committee will use the factors and checklist from the B. C. Government and Service Employees' Union (Master) Gender-Neutral Job Evaluation Plan, subject to amendments necessary to adjust to the College setting.
2. The Joint Committee will be comprised of equal representation from the Union and the College. Either or both Parties may expand the Committee to include resource person(s) as ex-officio, upon agreement from the other Party. Both Parties agree that at least fifty percent (50%) of their representation on the Committee will be female. Union members on the Committee shall be entitled to Employer paid release time.
3. The Parties agree to make joint application to the Provincial Government to obtain one percent (1%) of the total bargaining unit payroll effective April 1, 2000 and one percent (1%) effective April 1, every year thereafter until such time as the Gender-Neutral Job Evaluation Plan has been fully implemented. Refer to Common Agreement (Letter of Understanding #3).
4. The Parties recognize that the current pay grid has thirteen levels and may require further expansion.
5. If a position is rated lower than it's current level as a result of the implementation of the Job Evaluation Plan, the incumbent shall remain at his/her current pay level and will continue to receive negotiated wage increases. When the incumbent vacates the position, the position will be posted and filled at the job level established by the Joint Job Evaluation/Pay Equity Committee.