

FINAL OFFER OF SETTLEMENT

Between the

COLLEGE OF NEW CALEDONIA
(hereinafter called "the Employer")

And the

CANADIAN UNION OF PUBLIC EMPLOYEES
(LOCAL 4951)
(hereinafter called "the Union")

"Errors and omissions Excepted"

DATE: May 25, 2020

The following package of items is to be considered an Offer for Settlement ("the Offer") submitted by the Employer to the Union for the renewal of the 2014-2019 Collective Agreement.

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included in the Offer from the original list of proposals submitted by either the Employer or the Union is deemed to be withdrawn. Where the Offer is not accepted as a whole, the Offer is withdrawn completely.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

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

Should this Offer be accepted as presented, the date of ratification will be the date the parties, including the PSEA Board of Directors conclude the ratification of their 2019-2022 Collective Agreement

HOUSEKEEPING:

All tentatively agreed to Housekeeping language (attached as Appendix A):

To replace gender specific to gender neutral language throughout the collective agreement including, but not limited to the following articles and agreements:

- Article 3.04
- Article 3.05
- Article 3.08
- Article 3.10
- Article 8.03
- Article 8.04
- Article 9.04
- Article 9.06
- Article 10.03
- Article 10.05
- Article 10.07
- Article 10.08
- Article 11.04
- Article 12.01
- Article 12.03
- Article 15.06
- Article 15.07
- Article 15.08
- Article 15.09
- Article 16.01
- Article 16.06
- Article 17.02
- Article 17.03
- Article 17.04
- Article 18.03
- Article 19.02
- Article 20.01
- Article 20.02
- Article 20.03
- Article 20.05
- Article 20.06
- Article 20.07
- Article 22.01
- Article 25.02
- Article 25.05
- Article 26.02
- Article 27.05
- Letter of Agreement Re: Job Sharing
- Letter of Agreement Re: Self-Directed Hours

- Memorandum of Agreement VALT

3.02 Full Time Employee

4.01 Human Rights

5.01 Employees at Date of Certification

6.02 Deduction of Dues

14.01 Definition

16.01 Grievance Procedure

26.01 Employment Benefits for Full-Time Employees

26.02 Employment Benefits for Part-Time Employees

Memorandum of Understanding re: Economic Stability Dividend (ESD)

SUBSTANTIVE:

ARTICLE 3.06 FIXED-TERM EMPLOYEE

~~f. A fixed term employee who has received two (2) consecutive (not running concurrently) appointments of six (6) months or more in duration and who receives a third appointment shall carry forward to any subsequent appointments, separated by six (6) months or less, sick days accrued during the third and subsequent appointments.~~

f. A fixed-term employee shall accrue sick leave as per article 20.02 Sick Leave Allotment. They shall carry forward any unused balance to subsequent appointments. The employee may access their sick leave on all appointments other than casual.

NEW: ARTICLE 3.06 h EMPLOYEES HIRED FOR APPLIED LEARNING WORK

h. Employees hired to perform applied learning work for a defined duration will not be less than 6 (six) months and last no longer than 5 (five) years.

For the first 3 (three) years of service, employees doing applied learning work will be eligible for benefits under Article 26. Should the position exceed 3 (three) calendar years, the employee will be considered a Full-Time Regular Employee from the third-year anniversary forward until the end date of the project.

While not to be included in the Collective Agreement, the Parties commonly understand that bumping will apply to employees hired for applied learning work from their third-year anniversary date forward.

ARTICLE 5.02 NEW EMPLOYEES

All employees to whom this Agreement is applicable, shall, as a condition of employment, become members of the Union upon initial payment of union dues.

While not to be included in the collective agreement, the Employer will add a tick box to its orientation checklist indicating notification to the union of a new hire

ARTICLE 8.02 JOINT JOB EVALUATION COMMITTEE

Delete 15.07 Paragraph 4:

~~Employees are advised that the Human Resources Department maintains a Job Evaluation file for each job description in the College, which contains all information related to a specific position including any submissions or correspondence from an incumbent employee concerning that position. An employee is entitled to review the Job Evaluation file in the presence of a Human Resources Department staff member.~~

Amend Article 8.02 to include:

Employees are advised that the Human Resources Department maintains a Job Evaluation file for each job description in the College, which contains all information related to a specific position including any submissions or correspondence from an incumbent employee concerning that position. An employee is entitled to review the Job Evaluation file in the presence of a Human Resources Department staff member.

ARTICLE 13.03 – RELIEF PERIODS

The union and the college recognize regular breaks improve employee engagement and thereby increases productivity. Without taking adequate breaks from work, productivity, mental health and overall work performance may decline.

An employee may not combine their breaks to alter their regular scheduled workday.

An employee shall be entitled to meal and paid relief periods as follows:

- in excess of seven (7) working hours, (13.02) - one meal period of no more than one (1) hour, and two (2) twenty (20) minute breaks,
- in excess of six (6) and up to seven (7) working hours - one meal period of no less than thirty (30) minutes and no more than one (1) hour, and two (2) fifteen (15) minute breaks,
- in excess of five (5) and up to six (6) working hours - one meal period of thirty (30) minutes, and two (2) fifteen (15) minute breaks,
- in excess of four (4) and up to five (5) working hours - one meal period of thirty (30) minutes, and one (1) fifteen (15) minute break, up to four (4) working hours - one (1) fifteen (15) minute break.

Providing the departmental requirements are met, the time of the meal break shall be at the employee's convenience. In departments where complex scheduling is required, the department head or designate will make the schedule for meal and paid relief periods after the employees have submitted their preferences. If an employee is required by the College to remain at the place of work during a normal meal period and the employee is unable to reschedule this time, the employee will be compensated for the time lost at applicable overtime rates.

ARTICLE 13.04 WORK WEEK DEFINITION

- a. The work week shall be understood to begin at 12:01 a.m. Sunday and shall end 12:00 midnight Saturday following.
- b. The normal workday shall be between the hours of 7:00 a.m. and 7:00 pm.
- c. **Workdays shall be scheduled to start no sooner than 6:00 a.m. and end no later than 9:30 p.m.**

ARTICLE 15.08 SUSPENSION

Suspension shall be preceded or accompanied by written notice, including the duration of the suspension and a statement of reasons. A copy of the notice shall be provided to the Union Chair of the Standing Committee and the Union President.

- a. In cases of suspension, the **College** President **or designate** shall report the action to the Board with a statement of ~~his/her~~ **their** reasons.
- b. An employee, in accordance with Section 37. (4), College and Institute Act 1979, may appeal the suspension to the Board.
- c. **The College President or designate must be present to issue a suspension to an employee. The Union President or Acting Union President must be present to issue a suspension to an employee.**

Suspension of a non-probationary employee may be with or without pay and benefits. However, consistent with a progressive disciplinary model, an episode of suspension with pay and benefits will normally precede an episode of suspension without pay and benefits.

ARTICLE 15.09 DISMISSAL

- a. When the **College** President or designate determines that there is just cause for dismissal, ~~s/he~~ **they** shall notify the employee and the Union **President Chair of the Standing Committee**, in writing, with a copy to the **Chair of the Union Standing Committee** ~~Union President~~, outlining the reasons for this determination and stating any charges which have been made and by whom they were made.
- b. Within seven (7) calendar days of such notification, the **College** President **or designate and the Union President or Acting Union President** shall meet with the employee for a full and frank discussion of the reasons for the proposed dismissal. Each party may be accompanied by observers or advisors of ~~his/her~~ **their** choice.
- c. Within four (4) calendar days of the meeting:
 - i. the **College** President or designate may decide to withdraw dismissal proceedings, or
 - ii. the employee may decide to offer ~~his/her~~ **their** resignation, or

- iii. the **College** President or designate may decide to recommend dismissal to the Board.
- d. The employee shall have the right to appear before the Board at the time a recommendation for dismissal is made, and to present or have presented ~~his/her~~ **their** arguments to the Board. ~~S/he~~ **They** may be accompanied by observers or spokespersons of ~~his/her~~ **their** choice.
- e. The Board shall notify the employee and the Union ~~President~~ ~~Chair of the Standing Committee~~, with a copy to the **Chair of the Union Standing Committee** ~~Union President~~, with respect to any dismissal recommendation, in writing, within seven (7) calendar days after such a decision has been reached.
- f. Full pay and benefits shall continue during the period of the dismissal proceedings. Upon written receipt by the employee of the Board's dismissal recommendation, pay and benefits shall cease.

ARTICLE 19.01 ANNUAL VACATION ENTITLEMENT

- a. Regular full-time employees shall be granted vacation with pay on the following basis:
 1. 1.25 days per month (15 days or 3 weeks annualized) from anniversary date (Article 25.03) month 48 (4 years) **(equates to 4.38 hours semi-monthly)**,
 2. 1.67 days per month (20 days or 4 weeks annualized) from month 49 to 96 inclusive (the 5th year to 8 years) **(equates to 5.85 hours semi-monthly)**,
 3. 2.08 days per month (25 days or 5 weeks annualized) from month 97 to 156 inclusive (the 9th year to 13 years) **(equates to 7.28 hours semi-monthly)**,
 4. 2.50 days per month (30 days or 6 weeks annualized) from month 157 to 216 inclusive (the 14th year through 18 years) **(equates to 8.75 hours semi-monthly)**,
 5. 2.92 days per month (35 days or 7 weeks annualized) from month 217 (the 19th year) **(equates to 10.22 hours semi-monthly)**, onwards.

ARTICLE 21.01 BEREAVEMENT LEAVE

In the case of bereavement in the immediate family, a Regular, Seasonal, Fixed-Term, Leave Replacement employee, not on leave of absence without pay, shall be entitled to leave at the employee's regular rate of pay, from the date of death to and including the date of funeral with, if necessary, an allowance for immediate travelling time. Such leave shall normally not exceed five (5) working days. **An employee may split their leave entitlement into two separate leave periods, one adjoining the date of death and the other leading to and/or including the date of the memorial service.** Any additional leave shall be without pay, or as a charge to earned time off or vacation time.

NEW – COMPASSIONATE CARE LEAVE

In accordance with the Employment Standards Act of B.C., an employee will be granted a compassionate care leave of absence without pay for up to twenty-seven (27) weeks to care for a gravely ill family member. For the purpose of this article, “family member” includes immediate family as well as other relatives and individuals considered to be like family, whether or not related by marriage, common-law partnership, or any legal parent-child relationship. In order to be eligible for this leave, the employee must provide a medical certificate as proof that the ill family member needs care or support and is at risk of dying within twenty-six (26) weeks.

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

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

Additional Leave

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

NEW – LEAVE FOR DOMESTIC VIOLENCE

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

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

Notwithstanding the above, the Employer will provide pay for three (3) of the days referenced in (a) above. In the event existing legislation is changed regarding domestic violence leave to provide more

than three (3) days paid leave, the Employer will provide such leave consistent with the legislation. (No stacking of entitlements.)

NEW – LEAVE RESPECTING THE DEATH OF A CHILD

An employee is entitled to a leave of absence without pay of up to 104 weeks if they are entitled to leave respecting the death of a child under the Employment Standards Act and such leave will be in accordance with the Employment Standards Act. There will be no interruption in the accrual of seniority or eligibility for benefits.

NEW – LEAVE RESPECTING THE DISAPPEARANCE OF A CHILD

An employee is entitled to a leave of absence without pay of up to 52 weeks if they are entitled to leave respecting the disappearance of a child under the Employment Standards Act and such leave will be in accordance with the Employment Standards Act. There will be no interruption in the accrual of seniority or eligibility for benefits.

ARTICLE 22.01 MATERNITY/~~LEGAL ADOPTION~~ LEAVE

In the case of a maternity leave, the provisions of the Employment Standards Act will apply. An employee shall qualify for maternity/~~legal adoption~~ leave under the following provisions:

- ~~a. The period of leave may be from eleven (11) weeks before the expected date of confinement to no later than six (6) months after the birth of her child. In the case of adoption, the six (6) month period will apply from the date of adoption. Barring exceptional and/or unforeseen circumstances, the employee shall not return to work prior to the date specified on the application for leave.~~
- a. A pregnant employee is entitled to up to seventeen (17) consecutive weeks of unpaid maternity leave. This leave may start no earlier than thirteen (13) weeks before the expected birth date, and no later than the actual birth date. This leave must end no later than seventeen (17) weeks after the maternity leave begins.**
- b. The College shall maintain existing coverage for medical, supplementary health, dental and group life insurance, subject to Carrier conditions. Upon granting an extension of a leave, subject to 22.02, a procedure will be provided for the employee to continue fringe benefits at ~~his/her~~ **their** own expense.
- c. The parties agree that any job position vacancies created by the granting of maternity/~~legal adoption~~ **parental** leave shall be filled on a temporary basis in accordance with Article 9.01 (Job Postings). When the employee indicates within the time permitted, in writing, which ~~s/he is~~ **they are** not returning to that position such a vacancy shall be reposted.

Where the employee on leave returns to the position within the prescribed time limit, s/he shall resume her/his prior job position or its equivalent with all wages, benefits and seniority as determined by this Agreement. Where a maternity or legal adoption benefit provided by the Employment Standards Act is superior to the provisions outlined herein, the provisions of the

Employment Standards Act shall apply (not withstanding the provisions of Section 2 of the Employment Standards Act).

All employees who have assumed a temporary position in consequence of such leave shall be returned to their prior job positions with all wages, benefits and seniority as determined by this Agreement.

- d. **An employee who requests maternity leave is entitled to an additional six (6) consecutive weeks of unpaid leave if an employee is unable to return to work for reasons relating to the birth or termination of the pregnancy. A request for additional leave must be made in writing stating the**

ARTICLE 22.03 PARENTAL LEAVE

In the case of parental leave, the provisions of the Employment Standards Act shall apply.

~~A birth mother who takes pregnancy leave under 22.01 is entitled to up to a further thirty-five (35) weeks of unpaid parental leave. Birth fathers and adopting parents will be entitled to up to thirty-seven (37) weeks of unpaid parental leave. The leave is subject to the following conditions:~~

- ~~a. The request will be given to the employer at least four (4) weeks before the day the employee proposes to begin leave.~~
- ~~b. The leave for a birth mother must begin when maternity leave expires, unless the mother and the College agree otherwise.~~
- ~~c. The leave for a spouse of the birth mother must commence within fifty-two (52) weeks of the child's date of birth.~~
- ~~d. The leave for adopting parents must commence within fifty-two (52) weeks of the date when the child is placed with the parent.~~
- ~~e. An employee's combined entitlement to leave under 22.01 and this section is limited to fifty-two (52) weeks plus any additional leave the employee is entitled to under 22.02.~~
- a. **A parent who takes maternity leave as set out in 22.01 above is also entitled to up to sixty-one (61) consecutive weeks of unpaid parental leave, which must begin immediately after the end of the employee's maternity leave. An employee's maximum combined maternity and parental leave is seventy-eight (78) weeks of unpaid leave plus any additional maternity and/or parental leave the employee is entitled to pursuant to this Article and/or the *Employment Standards Act*.**
- b. **A parent, other than an adopting parent, who did not take maternity leave, is entitled to sixty-two (62) consecutive weeks of unpaid parental leave, which must begin within seventy-eight (78) weeks after the birth of the child or children.**
- c. **An employee who adopts a child is entitled to up to sixty-two (62) consecutive weeks of unpaid parental leave, which must begin within seventy-eight (78) weeks after the child or children are placed with the parent.**

- d. An employee must apply for parental leave in writing to their supervisor at least four (4) weeks prior to the proposed start date of their leave.
- e. If the child for who the parental leave was taken for has a physical, psychological or emotional condition requiring an additional period of parental care, an employee may request an additional five (5) consecutive weeks of unpaid leave, beginning immediately after the initial period of parental leave. The College may require a certificate from a midwife, medical practitioner or nurse practitioner or other evidence of the employee's entitlement to leave.
- f. The parties agree that the provisions of 22.01 (c) shall also apply to parental leave.

Maternity/Adoption/Parental Leave provisions do not apply beyond the termination of the employee/employer relationship.

NEW – SUPPLEMENTAL EMPLOYMENT BENEFIT FOR MATERNITY LEAVE

Effective July 1st, 2021, when on maternity leave, a regular employee will receive a supplemental employment benefit (“SEB”) payment added to Employment Insurance (“EI”) benefits as follows:

- a. For the first week of maternity leave an employee shall receive eighty percent (80%) of their salary calculated on their average base salary.
- b. For a maximum of fifteen (15) additional weeks of maternity leave the employee shall receive an amount equal to the difference between the EI benefits and eighty percent (80%) of their salary calculated on their average base salary.
- c. To receive SEB the employee shall provide the employer with proof of application for and receipt of EI benefits.
- d. The average base salary for the purpose of Article x(a) through (b) is the employee's average base salary for the twenty-six (26) weeks preceding the maternity 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.
- e. An employee is not entitled to receive SEB and disability benefits concurrently.

ARTICLE 25.01 SALARIES

~~(a) Effective the first day of the first full pay period after July 01, 2015 or the first day of the first full pay period after the date of ratification of the MOA (whichever is later), all wage scales in the collective agreements which were in effect on June 30, 2015 shall be increased by one percent (1%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.~~

~~(b) Effective the first day of the first full pay period after May 01, 2016, all wage scales in the collective agreement which were in effect on April 30, 2016 shall be increased by the Economic Stability Dividend*. The new rates shall be rounded to the nearest whole cent or dollar as applicable.~~

~~(c) Effective the first day of the first full pay period after July 01, 2016, all wage scales in the collective agreement which were in effect on June 30, 2016 shall be increased by one-half of one percent (0.5%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.~~

~~(d) Effective the first day of the first full pay period after May 01, 2017, all wage scales in the collective agreement which were in effect on April 30, 2017 shall be increased by one percent (1%) plus the Economic Stability Dividend*. The new rates shall be rounded to the nearest whole cent or dollar as applicable.~~

~~(e) Effective the first day of the first full pay period after July 01, 2017, all wage scales in the collective agreement which were in effect on June 30, 2017 shall be increased by one-half of one percent (0.5%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.~~

~~(f) Effective the first day of the first full pay period after May 01, 2018, all wage scales in the collective agreement which were in effect on April 30, 2018 shall be increased by one percent (1%) plus the Economic Stability Dividend*. The new rates shall be rounded to the nearest whole cent or dollar as applicable.~~

~~(g) Effective the first day of the first full pay period after July 01, 2018, all wage scales in the collective agreement which were in effect on June 30, 2018 shall be increased by one-half of one percent (0.5%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.~~

~~(h) Effective the first day of the first full pay period after May 01, 2019, all wage scales in the collective agreement which were in effect on April 30, 2019 shall be increased by one percent (1%) plus the Economic Stability Dividend*. The new rates shall be rounded to the nearest whole cent or dollar as applicable.~~

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

- a. Effective July 01, 2019 all wage scales in the collective agreement which were in effect on June 30, 2019 shall be increased by two percent (2%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- b. Effective July 01, 2020 all wage scales in the collective agreement which were in effect on June 30, 2020 shall be increased by two percent (2%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- c. Effective July 01, 2021 all wage scales in the collective agreement which were in effect on June 30, 2021 shall be increased by two percent (2%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.

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

Any former employees who worked for the College between July 1, 2019 and the date of ratification must apply to the College within eight (8) weeks of ratification in order to be eligible and receive the increased amount as retroactive pay.

ARTICLE 25.07 SHIFT DIFFERENTIAL

Shift differential, calculated as four (4.0%) percent of the current pay equity target rate for Pay Grade A, shall be paid for all hours worked which fall outside the normal workday (as per Article 13.04(b) (Work Week Definition)). **Effective July 1, 2020 the shift differential shall be calculated at five (5%) percent.**

NEW – HEALTH AND WELFARE BENEFITS

While not to be included in the collective agreement, effective January 1, 2021

- Eye Exam coverage shall be provided up to \$100 per 24 months
- The limit of \$10 per visit for the first 12 visits in any calendar year for the services of a chiropractor, podiatrist/chiropractist, massage therapist, naturopath, and physiotherapist will be deleted. Reimbursement for these services will be as per the Extended Health Plan for each visit until the maximum annual coverage for Paramedical Services is reached.

ARTICLE 28.01 TERM OF AGREEMENT

This Agreement shall be in force effective from **July 1, 2019** until midnight **June 30, 2022**.
(~~Subsection (2) of Subsection 50 the Labour Relations Code of British Columbia shall not be applicable to this Agreement.~~)

Either party to this Agreement may, not more than three (3) months and not less than one (1) month, prior to **July 1, 2022** present to the other party, in writing, proposed terms of a new or further Agreement and/or amendments to this Agreement.

NEW – SERVICE IMPROVEMENT ALLOCATION

MOU RE: Service Improvement Fund

**Memorandum of Agreement
Between
The College of New Caledonia
And
CUPE Local 4951**

RE: Service Improvement Fund

A Service Improvement Fund will be established to support specific types of employee training and professional development activities that enhance the delivery of services to students. Examples of appropriate activities include but are not limited to: indigenous cultural competencies, mental health and crises management, working with persons with disabilities, communications, conflict resolution, etc.

The amount allocated by the College of New Caledonia to the fund each year will in accordance with the following schedule:

Year 1: \$ 30,000

Year 2: \$ 66,000

Year 3: \$ 104,000*

*** Year 3 represents the amount of ongoing funding for this initiative.**

For years 1 and 2, any unspent balance at the end of each fiscal year shall be carried forward and added to the allocation for the next fiscal year. For year 3 and beyond, funds not allocated within the fiscal year will be carried over for one year only.

An employee or a group of employees may apply to the fund to cover the cost of activities that would enhance the delivery of services to students.

Subject to the provisions of this LOU, the Professional Development Committee will administer the fund. This Committee shall review and approve applications.

LETTERS OF UNDERSTANDING (LOUS), LETTERS OF AGREEMENT (LOAS), AND MEMORANDUM'S OF UNDERSTANDING (MOUS)

Renew:

- a) College Security (LOA)
- b) College Expansion (LOU)
- c) Job Sharing (LOA)
- d) Self-directed hours (LOA)
- e) Bargaining Unit Exclusions (MOU)
- f) Pay for Staff on Union Business (LOU)
- g) VALT (MOA)
- h) Conversion to Full-Time Positions (LOA)
- i) Training and Career Development Fund (LOU)

Delete:

- a) Pyramiding Transition (LOA)**

Amend:

- a) Wellness Incentive Plan (LOA)**

LETTER OF AGREEMENT

BETWEEN: COLLEGE OF NEW CALEDONIA

AND: CUPE LOCAL 4951

RE: WELLNESS INCENTIVE PLAN

It is recognized that committed employees are the foundation of any successful organization. In the belief that physical and mental well-being contribute directly to increased quality and productivity of operations, the parties have agreed to establish a Wellness Incentive Plan ("The Plan").

The Plan is established under the following conditions:

A. DEFINITIONS

"DAY" Unless indicated as a Full-time Equivalent Day (F.T.E. Day) a day shall be defined as an employee's normal workday and may include a full-time day or a part-time day. Example: if a part-time employee's normal workday is 0.5 that shall be the "day" referred to for usage, i.e. one wellness day. If a full-time employee is working a modified work week, flex time or self-directed hours the normal workday shall be calculated as 7.0 hours for the purposes of the Wellness Incentive Plan.

"QUARTER" There shall be four (4) quarterly year periods used in the Plan:

First Quarter – September through November inclusive;

Second Quarter – December through February inclusive;

Third Quarter – March through May, inclusive;

Fourth Quarter – June through August, inclusive.

B. ENTITLEMENT

1. All employees, except casuals, are eligible for participation in the Plan upon entitlement of a minimum of eighteen (18) F.T.E. days (126 hours) of sick leave credits.

2. Participation in the plan shall be done on a quarter-yearly basis

3. If an employee has earned the full sick leave credits they are entitled to for a quarter (i.e. no absences charged to sick leave or family sick leave), the employee shall be entitled to one (1) wellness day off with pay. It is agreed that an absence(s) of less than two (2) hours (1 hour and 59 minutes or less) to attend medical/dental appointments or family emergencies shall not jeopardize an employee's entitlement to a wellness day.

4. Wellness days shall not be earned or taken during any unpaid leaves of absence, sick leave, or lay-off periods.

5. **Sick leave allotment used for travel outside your community for medical purposes not available in your community will not jeopardize an employee's entitlement to a wellness day.**

C. USAGE

1. A wellness day off with pay must be used in the quarter year immediately following the quarter year in which it was earned or be forfeited; i.e. earn one (1) day off during first quarter, must be used by the end of the second quarter subject to item #2 below. It is understood that an employee shall have a

minimum of two and a half (2½) months from the date of notification of entitlement available to use the earned day.

2. A Seasonal/Special Funded employee who earns a wellness day but is unable to use the day in the next quarter because of the seasonal break is entitled to carry that wellness day forward into the next quarter.
3. An employee absent on W.C.B. who earns a wellness day but is unable to use the day in the next quarter is entitled to carry that wellness day forward into the next quarter. A wellness day off with pay must be used in that quarter or be forfeited (i.e. a maximum of one wellness day carried forward.)
4. A wellness day off shall be charged, on an F.T.E. basis, against an employee's sick leave credits, but this shall not be considered an absence for the purpose of entitlement to further wellness days.
5. Scheduling of a wellness day off shall be approved by the department head or designate. Scheduling of annual vacation entitlement shall have priority over requests for wellness days.
6. The replacement needs of a department shall not be considered a basis for denial of a wellness day.

APPENDIX A

Housekeeping Signoffs:

Effective the date of ratification, the Employer and the Union agree to the following housekeeping amendments:

1. To replace gender specific to gender neutral language throughout the collective agreement including, but not limited to the following articles and agreements.

Article 3.04	Article 3.05	Article 3.08
Article 3.10	Article 8.03	Article 8.04
Article 9.04	Article 9.06	Article 10.03
Article 10.05	Article 10.07	Article 10.08
Article 11.04	Article 12.01	Article 12.03
Article 15.06	Article 15.07	Article 15.08
Article 15.09	Article 16.01	Article 16.06
Article 17.02	Article 17.03	Article 17.04
Article 18.03	Article 19.02	Article 20.01
Article 20.02	Article 20.03	Article 20.05
Article 20.06	Article 20.07	Article 22.01
Article 25.02	Article 25.05	Article 26.02
Article 27.05		
Letter of Agreement Re: Job Sharing		
Letter of Agreement Re: Self-Directed Hours		
Memorandum of Agreement VALT		

2. Article 4.01 Human Rights

The College agrees there will be no discrimination such that the College will refuse to employ or refuse to continue to employ a person, or discriminate against a person regarding employment or any term or condition of employment because of the ~~race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical disability, sex, sexual orientation or age of that person~~ or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person **race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, or age of that person** or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person.

The College further agrees that there will be no discrimination against an employee by reason of family relationships to other employees, except where relationships such as marriage or other family relationships are deemed to be potentially detrimental to the College. (For example, where detrimental fiscal or policy collusion could occur, or where confidentiality could be compromised.)

3. Article 26.01 Employment Benefits for Full-Time Employees

Unless a full-time employee has demonstrated acceptable coverage for the following employment benefits from another source, these employment benefits shall be mandatory:

- a. ~~Medical Services Plan of B.C. The College shall pay 100% of the monthly premium for this coverage. Coverage and eligibility shall be governed by the terms of the plan.~~
- b. Dental Plan and Supplementary Health Care - The College shall pay 100% of the premium for coverage of these plans. Vision care and Travel Rider shall be included in the Supplementary Health Care Plan. Coverage and eligibility shall be governed by the terms of these plans.
- c. Group Life Insurance and Accidental Death and Dismemberment - The College shall pay 100% of the premiums for the coverage afforded by the plan. Coverage and eligibility shall be governed by the terms of the plans.
- d. Long Term Disability - The employee shall pay 100% of the premiums for coverage afforded by the plan. Coverage and eligibility shall be governed by the terms of the plan.
- e. Those employees who work in shop/lab areas who can demonstrate damage to spectacle lenses as a result of metal sparks, abrasion, chemical etching or flying objects, experienced at work shall receive 100% reimbursement of their lens replacement cost from the College. This reimbursement provision is limited to one claim per working year.

4. Article 26.02 Employment Benefits for Part-Time Employees

- a. Part-time employees, who work twenty-five (25) or more hours per week, may participate in the following employment benefits at the same rate as regular full-time employees (see 26.01):
~~Medical Services Plan of B.C.~~
Supplementary Health Care
Dental Plan
- b. Part-time employees, who work between 15-24 hours per week, may participate in the following fringe benefits (Subject to Carrier Conditions) on a 50/50 cost shared basis.

~~Medical Services Plan of B.C.~~
Supplementary Health Care
Dental Plan
- c. Part-time employees with fluctuating hours may participate in the afore-mentioned employment benefits (Subject to Carrier Conditions) the first of the month following achievement of the required hours.
Part-time employees with fluctuating hours will become ineligible for benefits the first of the month following a decrease which takes him/her below the required number of hours.

LETTER OF UNDERSTANDING [NEW]

MEDICAL SERVICES PLAN OF BC

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

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

5. Memorandum of Understanding re: Economic Stability Dividend (ESD)

Delete MOU and all references to ESD in current Agreement.

6. Article 3.02 Full Time Employee

A full-time employee shall mean any employee who normally works a regular work week of thirty-five (35) hours per week as defined in Article 13 (Hours of Work). Such employees will be ~~paid by the month~~ **salaried**.

7. Article 5.01 Employees at Date of Certification

Delete.

8. Article 6.02 Deduction of Dues

The College shall deduct Union dues, assessment and initiations semimonthly. The College shall remit the dues deducted to the Local Union **Secretary** Treasurer not less than once each month, with a written statement of names of employees for whom the deductions were made and the amount of each deduction. The College shall remit the said dues no later than the end of the following month.

9. Article 14.01 Definition

e. Compensating time off means the product of overtime hours worked ~~times~~ **multiplied by** the applicable overtime factor.

10. Article 16.01 Grievance Procedure

The College and the Union recognize that grievances may occur. A grievance is any complaint or difference between the parties relating to the application, administration, operation, interpretation or alleged violation of this Agreement or to whether any matter in the Agreement is arbitrable.

An employee is encouraged to discuss, prior to the formal initiation of a grievance, any grievance or other complaints relating to ~~his/her~~ **their** employment with ~~his/her~~ **their** supervisor or manager.

It is understood that in all discussions concerning grievances, any National Union Representative may accompany the Union in their meetings with College Officials beginning at Step 2.

Where a dispute involving a question of general application or interpretation of the Agreement occurs or where a group of employees has a grievance regarding the Agreement, the Union shall submit the grievance, in writing, directly to Step 2.

Grievances arising out of unjust dismissal disputes shall commence the grievance procedure at Step 2. Grievances arising out of the failure to resolve classification disputes to the satisfaction of the employee shall commence the grievance procedure at Step 3.

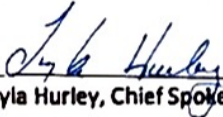
~~It is understood that in all discussions concerning grievances, any National Union Representative may accompany the Union in their meetings with College Officials beginning at Step 2.~~

Signed on this 25th day of May 2020.

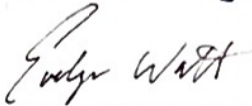
On behalf of The College of New Caledonia,



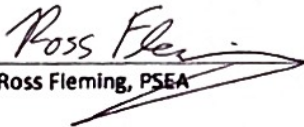
Fred Alaggia,
Executive Director, Human Resources



Twyla Hurley, Chief Spokesperson



Evelyn Watt
Associate Director, Human Resources



Ross Fleming, PSEA

On behalf of CUPE Local 4951



Lilly Bachand, Co-Spokesperson
President




Lee Mossman, Co-Spokesperson



Marnee Boman, Bargaining Member



Book Buksa, Bargaining Member



Lance Odiorne, Bargaining Member



Garth Schienbein, Bargaining Member