

**Collective Agreement  
Between  
College of New Caledonia  
&  
Canadian Union of Public Employees**



**Effective June 1, 2010 to June 30, 2014**

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## **ARTICLE 1 - GENERAL PURPOSE**

### 1.01 **PURPOSE**

The purpose of this agreement is to set forth and establish the terms and conditions of employment so that efficient operations and harmonious relationships may be maintained between the College and the employees to the benefit of both parties. The College and the Union will endeavour to ensure that all employees are treated in a dignified and respectful manner.

### 1.02 **REPRESENTATION / OTHER AGREEMENTS**

An Employee or group of Employees within the Union Certification shall not undertake to represent the Union at meetings with the College without the proper authorization of the Union. The College shall not undertake to bargain or enter into any agreement with an individual employee or group of employees. The College shall transact business related to its membership through the Union Standing Committee.

## **ARTICLE 2 – RECOGNITION**

### **2.01 BARGAINING UNIT**

The College recognizes Local 4951, Canadian Union of Public Employees as the sole bargaining agent representing all employees as defined in the certification from the Industrial Relations Council. (CUPE certification issued by the Labour Relations Board on September 24, 2009).

### **2.02 MANAGEMENT RIGHTS**

The Union recognizes and agrees that except as specifically abridged, delegated, granted or modified by this Agreement, all the rights, powers and authority the College had prior to the signing of any Agreement between the Union and the College are retained solely and exclusively by the College and remain without limitation within the rights of management.

Without limiting the generality of the foregoing, the College reserves the sole and exclusive right to operate and manage its affairs and facilities in all respects as it sees fit, including the right to hire, sanction or dismiss for just and sufficient cause, and to make and alter from time to time rules and regulations to be observed by the employees, except that this right shall not supersede any other express provisions of this Agreement.

### **2.03 UNION RIGHTS**

The College agrees that management employees who are excluded from the CUPE bargaining unit will not be scheduled for work contained in a College job description, which is normally performed by employees covered by this agreement except:

- a. in cases of emergency or where there is an immediate short-term need for the work of the College to be done, or
- b in cases where, due to the nature of the work performed, the employee cannot be replaced from within the bargaining unit, or
- c. in cases where common job duties are performed by both excluded employees and bargaining unit employees.

It is not the intention of the College to limit the availability of work that is normally performed by the CUPE bargaining unit when management employees are exercising 2.03 a, b, c.

**ARTICLE 3 - DEFINITIONS**

3.01 EMPLOYEE

"Employee" shall mean any person employed by the College who is covered by the bargaining unit as determined in Article 2.

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.

3.03 PART-TIME EMPLOYEE

A part-time employee shall mean any employee who normally works less than thirty-five (35) hours per week. Such employees will be paid by the hour.

3.04 REGULAR EMPLOYEE

Regular employee shall mean an employee who is appointed to a continuing position such as full/part-time regular and full/part-time seasonal.

A regular employee (including a seasonal employee) has the right to apply for and accept, if offered, a Leave Replacement position or a Fixed-Term position. At the conclusion of the Leave Replacement or Fixed-Term appointment, s/he shall be entitled to return to his/her previous position. A regular employee shall retain his/her entitlements to vacation and sick leave while on such appointments.

3.05 SEASONAL EMPLOYEE

a. Seasonal employee shall mean a regular employee whose appointment is created due to seasonal requirements for a period not exceeding ten (10) calendar months in duration. An employee's appointment may be extended beyond ten (10) months with the written approval of the Union Standing Committee. Such approval shall not be unreasonably denied.

- b. It is understood that employees on seasonal appointments will have the right to return to the same position providing this occurs within six (6) months of the completion of his/her appointment. If an employee's seasonal position is declared redundant, or if a seasonal employee is laid-off during the term of the seasonal appointment, the employee shall have the rights afforded him/her in Article 10 (Seniority) and Article 11 (Layoff). Otherwise, completion of a seasonal appointment shall not constitute lay-off.
- c. After the completion of a seasonal appointment, if a seasonal position is deemed to be redundant, the College shall within ten (10) working days of this determination being made, notify the Union Standing Committee and the affected employee(s) in writing. In such instances Article 10 (Seniority) and Article 11 (Lay-off) shall apply.
- d. An employee on a seasonal appointment shall be granted vacation with pay as per the provisions of Article 19.01 (Annual Vacation Entitlement).  
All vacation times must have the prior written permission of the Department Head. It is recognized that seasonal appointees will normally schedule their vacation at those times when their services are not required.
- e. An employee on seasonal appointment shall receive those fringe benefits as outlined in Articles 26.01, 26.02 (subject to Carrier Conditions), 26.03 and 26.04. The right of employees on seasonal appointments to contribute to benefit plans under this Agreement during the period when they are not employed (see 3.05(b)) shall continue for a period of six (6) months. This provision is subject to carrier conditions and with the understanding that the employee bears the full premium cost. An employee may elect to prepay the premium cost by payroll deduction by specifying the details in writing to Human Resources.
- f. Seasonal appointees employed for a term exceeding nine (9) months and whose normal work week is thirty (30) hours or more, vacation shall be calculated based on the term of the appointment times the applicable rate, and may be taken at any time throughout the appointment (subject to 3.05 (d)). It is understood that should the employee resign prior to the appointment termination, s/he will repay any unearned time that has been taken. The parties agree that this clause will constitute the written assignment required of the employee for repayment.

3.06 FIXED-TERM EMPLOYEE

a. A fixed-term employee shall mean an employee whose appointment falls into one of the following two types of a combination of a defined period of time and funding, as follows:

Type 1. A maximum of one year where 50% or more of the funding for the position is base funding;

or

Type 2. A maximum of two years where 51% or more of the funding for the position is non-base funding.

For purposes of clarity see the Memorandum of Understanding “Transition to New Language Regarding Fixed Term Employees (Article 3.06)”

- b. Where funding for a Type 2 fixed-term appointment is extended, the appointment of the fixed-term employee incumbent in that position may also be extended, but in no event shall that extension take the length of the appointment beyond two years.
- c. Where funding for a Type 2 fixed-term appointment is extended beyond two years and the College changes the status of the position from fixed term to that of some other status (e.g. regular, seasonal) the College will follow the procedures outlined in Article 9.01, Job Postings. Alternatively, in order to maintain the incumbent in the position, the College must first obtain the written approval of the Union through Standing Committee. Such approval shall not be unreasonably denied.
- d. Fixed-term employees are entitled to the same rights and provisions of the collective agreement as seasonal employees, excepting 3.05(c) and 3.05(e).
- e. An employee on a fixed-term appointment shall receive those fringe benefits as outlined in Articles 26.01 or 26.02 (subject to Carrier Conditions), 26.03 and 26.04.
- 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.

- g. A fixed-term employee shall receive vacation pay on each pay cheque in accordance with Article 19.01b, except that a regular or seasonal employee on a fixed term appointment shall continue to accrue and take vacation in accordance with Article 19.01a.

### 3.07 LEAVE REPLACEMENT EMPLOYEE

An employee who is hired or accepts a transfer to fill an existing position vacated as a result of an approved leave is a Leave Replacement Employee. Such employees have the same rights and provisions of the collective agreement as fixed-term employees.

### 3.08 CASUAL EMPLOYEE

- a. Casual Employee shall mean an employee with an anticipated period of employment of less than fourteen (14) consecutive weeks in the same position and the same department.
- b. Before hiring a casual employee, the College shall make every effort practicable to offer the hours to a part-time employee within the same department.
- c. An employee on a casual appointment shall receive vacation pay on each pay cheque at the rate of 4% and benefits as outlined in Article 26.04 of the Collective Agreement. Articles 10.06, 10.07, and 10.08 (Recall) shall not apply to these employees.
- d. Casual employees who apply for job vacancies shall be considered on the merits of their job-related knowledge, skills and abilities. When a casual employee has accumulated 1827 hours of service, seniority rights available in accordance with Article 9.01a shall apply to that casual employee.
- e. If the Casual Employee is the successful applicant for a job posting and is awarded a non-Casual position, his/her service as a Casual Employee from June 1, 1997 forward shall be credited towards the accumulation of seniority. Notwithstanding the above, it is expressly agreed that the employee must serve a full probationary period in the position as per Article 3.09.

### 3.09 PROBATIONARY PERIOD

- a. On each new appointment (except as described in Article 9.03 (Promotion) and 9.04 (Transfer)), every employee shall serve a probationary period of employment for the College to determine the employee's suitability in the performance of the employee's job.

Effective June 1, 2006 each new employee will be hired, on a 609 working hour or (6) consecutive calendar month probationary basis, whichever is less, during which period serious effort will be made by the supervisor to orientate the employee to the job and the College. It is understood that an employee on probation will have recourse to the grievance procedure after completing the first 152 working hours of said probationary period.

During the employee's probationary period issues of concern will be brought to the employee's attention. At the end of the probationary period, the employee's work record and general adaptability to the College's working conditions will be evaluated, in writing and will state whether continuation of employment will occur. Failure of the employee to perform the job to the satisfaction of the College shall be just cause for dismissal.

The probationary period may be extended by the College. In such circumstances the reasons for extending the probationary period must be related to the performance of the employee in the job or because of extenuating circumstances such that the College was unable to properly evaluate the employee in the prescribed probationary period. Notice and reasons for such extension must be given to both the employee and the Union Standing Committee

- b. Article 11.03 (Displacement/Bumping) shall not be applicable to employees during their probationary period.

### 3.10 WORK PERFORMED BY STUDENTS

1. The Union recognizes and supports the students' needs to gain employment skills and on-the-job training. Wherever possible, the College will give preference to students of the College of New Caledonia.
2. The College agrees that students involved in the projects and programs described herein in A – Student Assistants, B – Work Practicums, and C – Co-op Work Placements shall not be utilized to:
  - a. replace members of the bargaining unit, (as defined in Article 2.01 – Bargaining Unit Certification), or
  - b. to postpone or prevent an existing regular part-time position from becoming a full-time position, or
  - c. to postpone or prevent the establishment of new positions by the College.

The College agrees that no employee shall be made redundant or suffer loss of earnings through students performing work normally done by employees in the bargaining unit. Students shall not be used in preference to Casual Employees for work that has been regularly performed by Casual Employees in the past. Disputes arising out of the above will be dealt with through the grievance procedure of the Collective Agreement. In order to assist the Parties in adhering to these provisions, a summary report of work performed

by students in accordance with this Article will be presented and reviewed at Union Standing Committee on a quarterly basis (First Summary Report to September 2006 Standing Committee- include each instance with the number of student(s) –duration, location, and scope of work).

**A. STUDENT ASSISTANTS**

1. Students employed by the College shall be considered Student Assistants and shall be covered by the following provisions of the Collective Agreement only:  
Articles 1, 2, 3, 4, 7 (except 7.04), 12, 15, 16, 18, 23, and 28. Article 7.04 shall apply to Student Assistants in their capacity as employees but will not apply to the student's pursuit of education.

Hours of work will be in accordance with the program requirements and overtime compensation as outlined in Article 14 shall apply to Student Assistants for time worked in excess of a seven-hour day.

Student Assistants are subject to the membership provisions in Article 5 and the union dues provisions in Article 6.

2. Student Assistants covered by this Article shall be paid at the rate of Salary Band "S".
3. The parties agree that individuals employed as Student Assistants will be considered Casual Employees and receive the appropriate benefits as per Article 3.08 (c).

**B. WORK PRACTICUMS**

1. The Union recognizes and agrees that from time to time during the term of this Agreement there will be work performed by students as a part of their work experience practicums.
2. When such students undertake practicum work experiences which may occur at the College, and when the duties undertaken while on such practicums might otherwise have been performed, had they been undertaken, by employees of the College covered by the Union bargaining unit; the parties agree that:
  - (i) Such students:
    - a) are not employees of the College;
    - b) are not within the Union bargaining unit;
    - c) will not be paid.
3. Student practicums shall be limited to two (2) students per semester per department for a period of normally not longer than three (3) consecutive weeks (for full-time practicums – more than 30 hours per



week), and twelve (12) consecutive weeks (for part-time practicums – less than 8 hours per week) or other such arrangements as shall be mutually agreed-to in writing by both parties.

4. The College shall notify the Union Standing Committee in advance of the number of students being placed for practicum work experience within the College and provide a general outline of the duties to be performed during the practicum work experience.
5. It is agreed that employee participation in a Job Shadowing Program is voluntary, and that the employee has the right to withdraw from the arrangement by notifying his/her manager. An employee's involvement or non-involvement in a program shall not be referenced in any way in a performance evaluation.

### C. CO-OP WORK PLACEMENTS

The parties recognize the advantages in assisting students in obtaining practical work experience as part of Co-operative Education. In recognition this agreement will establish the salary rate and working conditions for Co-operative Education students to work at the College.

1. Students employed by the College who are registered in a recognized Co-op program at the College of New Caledonia shall be considered Co-op students and shall be covered by the following provisions of the Collective Agreement only:  
Articles 1,2,3 (excluding 3.08 (a)), 4, 7, 12, 13, 14, 15, 16, 18, 23, and 28.  
  
Co-op students are subject to the membership provisions in Article 5 and the Union dues provisions in Article 6.
2. Work terms for co-op students need not be advertised for competition.
3. Co-op students covered by this agreement shall be paid at a rate of Salary Band "S" .
4. The parties agree that individuals employed as Co-op students will be considered Casual Employees and receive the appropriate benefits as per Article 3.08 (c).
5.
  - a) There will be only one Co-op student per department per Co-op term.
  - b) The duration of a Co-op position shall not exceed four (4) months.

### 3.11 JOB RELATED KNOWLEDGE

For the purposes of this agreement, job-related knowledge shall mean the knowledge of relevant job functions as opposed to the knowledge of specific job duties.

**ARTICLE 4 - NO DISCRIMINATION**

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.

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.)

4.02 UNION ACTIVITY

The College will not discriminate against any employee because of Union membership or Union activity or for the exercise of rights provided for in this Agreement and as covered by the Labour Relations Code of British Columbia, except as herein specifically excluded by mutual agreement.

**ARTICLE 5 - UNION MEMBERSHIP AND SECURITY**

5.01 EMPLOYEES AT DATE OF CERTIFICATION

All persons within the bargaining unit of the Union as of October 26, 1976 who were members of the Union on or before that date shall remain members of the Union as a condition of continuing employment.

All persons within the bargaining unit who are not members of the Union at the date of certification may become members of the Union if they want to, but shall not be required to become members.

The College shall not issue any policies or procedures affecting the Union, or Union membership, which contravene these Articles of Agreement.

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.

5.03 CHANGE IN STATUS

The College agrees to notify the Union Standing Committee in writing, once a month, of the name, position, department, salary band and pay rate of each employee who is hired, promoted, transferred, recalled, on Long Term Disability on Leave Without Pay or resigns.

The College also agrees to notify the Union Standing Committee once per month, of the name, position, department, and estimated hours of each new appointment of an employee who is not a full-time regular employee.

The College agrees to provide the Union Standing Committee with a copy of the employee's written notification of suspension or dismissal within five (5) working days of the notification of the change in status. The copy shall state the employee's name, position and department.

**ARTICLE 6 - UNION DUES AND DEDUCTIONS**

6.01 UNION DUES

The College shall deduct, as a condition of employment, from the wages or salary of each employee, the initiation fee and the amount of the regular monthly dues as advised in writing by the Union, upon receipt of a written assignment for that purpose from the employee.

The College shall require all new employees, at the time of hiring, to execute an assignment of wages for Union dues in duplicate, the forms to be supplied by the Union, and will forward one copy to the Union within five (5) working days of execution.

For employees whose period of employment is expected to be less than thirty (30) days, the College will deduct Union dues provided that the employee's authorization is received from the Union in time for the dues to be deducted from the employee's wage payment.

6.02 DEDUCTION OF DUES

The College shall begin the deduction of monthly dues from the first pay to which the employee is entitled following the employee's authorization. The College shall remit the dues deducted pursuant to such assignment (until and unless the said assignment is revoked in writing by the employee) to the local Union Treasurer not less often 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.

6.03 UNION ADVISES COLLEGE

The Union shall advise the College in writing of all dues and assessments required by the Union, and of any changes which may arise from time to time in connection with such dues and assessments.

The Union recognizes and agrees that the College's obligation to deduct such dues and assessments is especially restricted to making only such deductions as are permitted by law and by the valid authorization of each employee.

6.04 COLLEGE INDEMNITY

The Union shall indemnify the College and hold it harmless against any and all suits, claims, demands and liability that shall arise out of, or by reason of any action taken or not taken by the College for the purposes of complying with any provision in this Article.

6.05 DUES ASSIGNMENT REVOKED

The Union agrees that should an employee revoke the assignment, the College must forthwith cease to make such deductions, and that any further action to be taken by the College in consequence with such revocation shall be taken only by the written instructions of the Union. The College shall provide the Union Standing Committee with a copy of any revocation of authorization received, without delay.

**ARTICLE 7 - UNION RIGHTS AND ACTIVITY****7.01 RECOGNITION OF SHOP STEWARDS**

The College recognizes Stewards elected by the Union and shall not discriminate against such Stewards for carrying out the duties properly assigned to that position. The maximum number of Stewards to be recognized by the College shall be based on the ratio of one (1) Steward for each ten (10) members or major portion thereof of the bargaining unit. The College and the Union may, by mutual agreement, increase the number of Stewards for a specified time period after having reviewed geographical and operational considerations.

**7.02 CONTACTING AT WORK**

The authorized Stewards of the Union shall have the right to contact employees at work on matters respecting this Agreement and its administration, providing that best efforts are made to minimize the amount of time associated with such contact and such contact does not unduly interfere with normal College operations. Because it is in the best interests of the relationship between an individual employee, the Union and the College for a supervisor to know when an employee is absenting themselves from their place of work. Union representatives will request permission of the supervisor of the department being entered for the purpose of contacting employees and will also advise time of departure, (except when the supervisor is unavailable for consultation).

**7.03 TIME-OFF FOR UNION BUSINESS AND ACTIVITIES**

Leaves of absence without loss of seniority are to be granted, in all cases subject to the requirements of the College to operate and manage its affairs:

- a. without pay to representatives of the Union to attend conventions of the Union and bodies to which the Union is affiliated when requested in writing by the Union at least five (5) working days in advance of the start date of the leave requested and naming employees for whom the request applies;
- b. without pay to representatives of the Union to attend to Union business which requires them to leave their premises of employment, when requested in writing by the Union at least five (5) working days in advance of the start date of the leave requested and naming the employees for whom the request applies;

- c. without pay to employees who are representatives of the Union's bargaining committee when requested in writing by the Union at least five (5) working days in advance of the start date of the leave requested and naming the employees for whom the request applies;
- d. with pay to named and recognized Stewards to perform duties as may be necessary for the administration of the Agreement, subject to 7.02 above;
- e. with pay to the President of the Union to consult with management for the purpose of the administration and negotiation of this Agreement. The Union agrees to reimburse the College for all salary and benefit costs beyond twenty-five per cent (25%) per fiscal year of paid release time. (For information purposes, twenty-five per cent (25%) of a full-time regular employee's workload equals four hundred - fifty-seven (457) hours. In the case of a part-time employee who is Union President, the amount shall be pro-rated). The paid release time is non-cumulative from one (1) fiscal year to the next fiscal year. The Union President agrees to obtain prior supervisory approval for leave, and to submit an Application for Leave for all time taken under this provision.
- f. without pay, for a period of up to two (2) years, when requested by employees who have been elected to a full-time office or position in the Union.
- g. where Union meetings interfere with the employee's regular hours of work, and an employee requests time off with pay to attend such Union meetings, the request shall be granted provided such time off does not interfere with normal College operations. Wherever possible, the Union will provide fourteen (14) days notice of such meetings to the College, and limit meetings to one (1) hour. Time off in accordance with this clause shall not be granted more than once per month.
- h. leave of absence shall be granted, in all cases subject to the requirements of the College, with pay to three (3) employees who are representatives of the Union bargaining committee to leave their employment to carry on negotiations with the College, where such negotiations occur during regular scheduled working hours of the employees concerned, when requested in writing by the Union naming the employees for whom the request applies.



- i. the Union at the time of Local #4951 elections, will inform the College of the National Executive Board Member and Alternate. The College will, within ten (10) days of notification, inform the Union Standing Committee of the times of year when it would be difficult to manage and operate its affairs if a leave of absence were granted to the Board Member. The Union agrees to make every effort to schedule meetings of the National Executive Board at times other than those identified as being difficult for the College. The College agrees to make every effort to approve a leave of absence for the National Executive Board Member, or Alternate, to attend five (5) union meetings a year.

#### 7.04 RIGHT TO REFUSE TO CROSS PICKET LINES

All employees covered by this Agreement shall have the right to refuse to cross a legal picket line arising out of a dispute as defined in the Labour Relations Code of British Columbia. Any employee refusing to cross such a picket line shall not be reprimanded, penalized, or dismissed for such refusal.

Employees will not receive pay or benefits for time not worked in exercising these rights, nor pay for statutory holidays. Benefit coverage will be continued (subject to Carrier conditions) and the Union agrees to reimburse the College for the full premium costs.

If an employee is apprehensive for personal safety, there shall not be any reprimand, penalty or dismissal for failing to cross an illegal picket line.

Failure to cross a picket line while carrying out College business away from the College shall not be considered a violation of this Agreement or be grounds for disciplinary action or loss of pay.

#### 7.05 MEETINGS CALLED BY THE COLLEGE

The time required to attend meetings called by the College during an employee's regular working hours shall be considered part of the employee's scheduled work. Where attendance at such meetings is mandatory and the meetings are outside an employee's normal working hours, applicable overtime rates shall apply. An employee who sits on Educational Council or the College Board shall have their work week reduced by the number of hours spent past the employees' regular scheduled hours.

7.06 USE OF COLLEGE ROOMS

The College shall allow the Union to book College rooms without charge in accordance with the regular booking procedure of the College, for meetings of Union committees and the general membership, etc.

7.07 NOTIFICATION BY THE UNION

The Union shall notify the College, in writing, within ten (10) working days of election of the names of the local executives, chief steward, and stewards. The names of members serving on a Union Standing Committee shall be submitted as far in advance of meeting dates as possible.

7.08 EMPLOYEE ORIENTATION

The College agrees to distribute a copy of this Agreement and Benefit Package free of charge to all employees employed under the terms of this Agreement. In addition, the College agrees to inform new employees that an Agreement between the parties is in effect and to present a copy of the Agreement and a list of Shop Stewards with their written notification of appointment.

The Union agrees to acquaint new employees with the benefits and duties of Union membership and the employee's responsibilities and obligations to the College and the Union (as provided for in 7.02).

7.09 UNION - COLLEGE RELATIONS

The Union and the College recognize the mutual value of ongoing joint discussions on matters pertaining to working conditions, employment, employee classifications, services and labour-management relations. To this end, the Union executive and management agree that in the event either party wishes to call a meeting under this clause, the meeting shall be held at a time and place fixed mutually. However, such a meeting will be held not later than ten (10) working days after the request has been received.

**ARTICLE 8 - POSITION DESCRIPTIONS AND JOB EVALUATION PROCEDURES**

8.01 TERMINOLOGY:

- a. POSITION TITLE: Position titles will be determined by the College and shall identify specific positions within the College.
- b. SALARY BANDS: The job title of any specific position is contained within more broadly defined salary bands which shall be identified in the Pay Equity Targets Schedule. Salary Bands represent a range of pre-determined points.
- c. PAY GRADES: Pay grades are the monetary amounts applicable to salary bands.
- d. JJEC: Refers to the Joint Job Evaluation Committee (Article 8.02).
- e. JOINT STANDING COMMITTEE: Refers to the Joint Committee formed under Article 7.09 (Union-College Relations), comprised of Union and College Executive representatives.
- f. APPROVED JOB DESCRIPTION: Refers to a job description described in Article 8.06 which has been approved by the College as indicated by the signatures of the incumbent's Department Director or Vice-President, the Director of Human Resources (or Human Resources Advisor – Compensation) and the incumbent's Department Manager.
- g. JOB EVALUATION RECONSIDERATION FORM: Refers to the form approved by the Joint Standing Committee, identified within the Job Evaluation User's Guide, and which must be completed by all employees who request a job evaluation review of an existing position.

- h. JOB ANALYSIS QUESTIONNAIRE: Refers to the questionnaire approved by the Joint Standing Committee, identified within the Job Evaluation User's Guide, and which is used by the JJEC and the Appeals Committee to identify such aspects as a Task Description, Education and Experience Requirements, Working Conditions, etc. for a position and which shall be completed by an incumbent and/or manager.
- i. RATING SHEET: Refers to the form approved by the Joint Standing Committee and identified within the Job Evaluation User's Guide where the position rating performed by the JJEC using the Gender Neutral Comparison System is recorded, which is signed by all JJEC members participating in the rating.
- j. GENDER NEUTRAL COMPARISON SYSTEM (GNCS): Refers to the approved document identified within the Job Evaluation User's Guide. The GNCS has been designed and developed to ensure it is a fair and equitable job evaluation tool for measuring and valuing the range of job classes found within the bargaining unit positions. The GNCS contains four (4) main criteria: Skill, Effort, Responsibility, and Working Conditions. The GNCS rates these four (4) criteria by breaking them down into a set of sub-factors, and further dividing the sub-factors into a series of measurable levels.
- k. RATING SUMMARY SHEET: This document includes the detailed factor ratings and total points for all positions. The Rating Summary Sheet is included in the Job Evaluation User's Guide. The Rating Summary Sheet is used by the JJEC as a reference point when determining the relative value of positions.

1. PRELIMINARY PAY

GRADE: Refers to the initial pay grade attached to a new position prior to the twelve (12) month review referred to in Article 8.04(d).

- m. RECONSIDERATION: Refers to a job evaluation review of an existing position which could result in a reclassification.
- n. RECLASSIFICATION: Refers to a change in a pay grade or salary band as a result of a job evaluation review.

## 8.02 JOINT JOB EVALUATION COMMITTEE

A Joint Job Evaluation Committee (JJEC) shall be formed, comprised of three (3) appointed representatives each, selected by each party to this agreement, who shall be empowered to make *job rating* decisions on behalf of that party. Meetings of the JJEC shall require at least two (2) appointed representatives from each party. An equal number of appointed decision-making representatives of each party will be in attendance before the meeting will proceed. The parties agree to schedule JJEC meetings at agreed-upon regular intervals, at a minimum of every month to attend to any outstanding job evaluation matters. Additional meetings may be scheduled to accommodate any backlog. Resource people and observers may attend meetings. The College shall provide a resource person from the Human Resources Department.

The Union and the College agree that the primary function of the JJEC shall be to determine the rating of new positions, and the adjustment of position ratings as a result of reconsiderations.

The JJEC may make recommendation for changes to the procedures, modifications to the process or supporting documents. These recommendations shall be forwarded to the Joint Standing Committee for resolution.

When there is a direct or perceived conflict of interest or a committee member belongs to the same department as the incumbent(s), the committee member shall absent themselves from the discussion and from the decision-making on the position's rating.

## 8.03 RECONSIDERATION OF EXISTING POSITIONS

1. REQUESTS FOR JOB EVALUATION REVIEW:

- a. A request for a job evaluation review may originate from employees (incumbent(s)), the Union, or the College.
- b. Requests must detail the changes which have occurred in the job and/or the ways in which the job description does not reflect the duties and responsibilities of the job, and be made in writing to the Director of Human Resources (or Human Resources Advisor – Compensation) on a Job Evaluation Reconsideration form provided for the purpose. A sample of this form is included in the Job Evaluation User’s Guide.
- c. Copies of all requests for job evaluation review submitted will be provided to the Union Standing Committee within five (5) working days of receipt.
- d. A request for job evaluation review may be rejected by the JJEC if the position has been reviewed and dealt with during the thirty (30) month period before the date of the request, unless the Union Standing Committee and the College agree, or the job description does not reflect the duties and responsibilities of the job.
- e. The Director of Human Resources (or designate) shall forward all Job Evaluation Reconsideration Forms within five (5) working days of receipt to the Joint Job Evaluation Committee.

2. RATING OF POSITION:

- a. Before the JJEC proceeds with a reconsideration, the Committee must receive a copy of the Job Evaluation Reconsideration Form, the current approved job description for the position, and the current Rating Sheet, and any supporting documentation to the process (i.e. previous rating sheet and previous job description). The approved job description shall be the primary document used for the reconsideration. The gathering of information shall involve requesting the incumbent(s) and manager to complete an up-to-date Job Analysis Questionnaire. The incumbent to the position and the manager shall attend a meeting (together or separately) of the JJEC before the final ratings are completed. If the JJEC agrees that the approved job description is not reflective of the duties the Committee will forward the matter to the Joint Standing Committee for resolution within five (5) working days of making that decision. The job evaluation reconsideration for the position will be suspended pending resolution by the Joint Standing Committee. If a resolution is not reached by the Joint Standing Committee in the matter, it will then be referred to arbitration.
- b. Where the approved job description has been changed by the College,

the JJEC shall meet to rate each sub-factor of the job, and to establish a new rating for the job. The rating of the job shall be recorded on a Rating Sheet which shall determine the pay grade for the job. The Rating Sheet will be signed off by all the JJEC appointed decision-making members in attendance. A copy of the results shall be forwarded to the incumbent to the position, the manager, and the Union within fourteen (14) calendar days. Additionally, the incumbent to the position, the manager, or the Union may request a copy of the signed-off Rating Sheet.

- c. If the job is rated at a pay grade higher than the existing pay grade, the position shall be placed in the new pay grade and the incumbent's rate of pay shall be adjusted retroactive to the date of request for reconsideration. If the job rating results in a lower pay grade, the incumbent employee shall be exception-rated. The incumbent employee will receive one hundred percent (100%) of the general salary increases that are provided for in this collective agreement or are negotiated in future collective bargaining. However, if the incumbent employee leaves his/her position, and the vacancy is to be filled, the position will be posted at the applicable current pay equity target rate.
- d. Either the incumbent(s)/Union or the manager(s)/College may appeal the JJEC decision by submitting a written request stating the reason(s) for the appeal as outlined in 8.07 (Disputes, Resolutions, and Appeals). Any such request shall be submitted within fourteen (14) calendar days of the receipt of the Rating Sheet from the JJEC.

#### 8.04 SALARIES FOR NEW POSITIONS

Where the parties agree or the Labour Relations Board decides that a new position is included within the unit, the following procedures shall apply:

- a. The College/manager shall complete a Job Analysis questionnaire for the job and submit it to the Director of Human Resources (or Human Resources Advisor – Compensation).
- b. A sub-committee of two (2) Union and two (2) College members of the JJEC shall meet and rate the job based on the Job Analysis Questionnaire, the approved job description, Rating Summary Sheets and other tools such as the GNCS. The pay grade shall be determined based on these ratings and shall be recorded on a Rating Sheet as a “preliminary” pay grade. The Rating Sheet will be signed off by all the JJEC appointed decision-making members in attendance. Additionally, the successful candidate to the position, the manager, or the Union may request a copy of the signed-off Rating Sheet.
- c. If the College proceeds in filling the job, it shall be posted and any person appointed to the job shall be paid the preliminary pay grade.

- d. After twelve (12) months from the date of appointment of an incumbent to the job, and provided the position still exists, the incumbent(s) and the manager(s) shall complete a Job Analysis Questionnaire which shall be submitted, along with an updated approved job description to the JJEC.
- e. The JJEC shall review the current Job Description, Rating Sheet, Job Analysis Questionnaire and rate the job according to the normal procedure, which shall be recorded on a Rating Sheet. The Rating Sheet will be signed off by all the JJEC appointed decision-making members in attendance. Additionally, the incumbent to the position, the manager, or the Union may request a copy of the signed-off Rating Sheet. The pay grade shall be paid to each incumbent effective the date of his/her appointment to the job. If the job rated at a pay grade higher than the existing pay grade, the incumbent's rate of pay shall be adjusted retroactive to the date of appointment. If the job rating results are in a lower pay grade, the incumbent shall be exception rated. The incumbent employee will receive one hundred percent (100%) of the general salary increases that are provided for in this collective agreement or are negotiated in future collective bargaining. However, if the incumbent employee leaves his/her position, and the vacancy is to be filled, the position will be posted at the applicable current pay equity target rate.
- f. Either the incumbent(s)/Union or the manager(s)/College may appeal the JJEC decision by submitting a written request stating the reason(s) for the appeal as outlined in 8.07 (Disputes, Resolutions, and Appeals). Any such request shall be submitted within fourteen (14) calendar days of the receipt of the Rating Sheet from the JJEC.

#### 8.05 NEW POSITIONS

A description of all new positions created within the bargaining unit (Article 2.01) will be forwarded to the Union ten (10) working days in advance of implementation. The applicable job rating information and criteria including the duties and responsibilities of the position, required qualifications, required knowledge and skills, proposed shifts, and proposed wages and salary band shall be included in this notice. The College agrees to provide the Union, within thirty (30) calendar days, a copy of all new salary bands resulting from the creation of new positions.

If the parties cannot agree within ten (10) working days notice of the new position, the College may fill the position and pay the proposed wages and the position may be filled and worked pending the agreement of the parties through the Joint Standing Committee or the decision of an Arbitration Board or the Labour Relations Board, as the case may be.

#### 8.06 REVISED POSITIONS

Where there is a vacant position and the College revises the position so that the effect is a status change or a change in job description such that



the salary band is likely to be affected, the College will, as soon as it is practical to do so:

- a. Provide existing employees in the immediate work group in which the position resides with a copy of the revised job description, highlight for those employees the intended changes in the position, and provide those employees with an opportunity to share their perspective with regard to such changes; and
- b. Provide to the Union, the same information as outlined in ‘a’ above.

In a case where such changes to the job description result in a change of salary band, then the procedures set out in Article 8.04 “Salaries for New Positions” will be followed.

#### 8.07 JOB DESCRIPTIONS

Upon hiring, a new employee as per Article 27.02 (Employee Appointments), will receive a copy of their job description.

Upon request, any employee, or the Union, will receive a copy of a job description within ten (10) working days.

Copies of amended job descriptions will be provided to the employee and the Union within ten (10) working days of an official change in a job description.

#### 8.08 JOB DESCRIPTION REVIEW

A manager will review the duties of a job description with the incumbent of a position no less than every five years. Where there is a significant change in duties such that other elements of the job description may be affected, then other elements of the job description should also be reviewed to ensure that they are consistent with the change of duties. The review to such change to the job description will be forwarded to the JJEC, to ensure sound compensation practices are adhered to (as per the Job Evaluation User’s Guide).

To ensure that such reviews occur within this timeline, the Human Resource Department will set up and maintain a list of positions for which reminders of the review process will be provided on a five-year rotating basis.

#### 8.09 DISPUTES, RESOLUTIONS, AND APPEALS

##### 1. APPEALS:

##### INITIATING AN APPEAL:

The Appeal Process may be initiated under 8.03 (2)(d) or 8.04(f) by the incumbent(s) to the position/Union or the manager(s)/College submitting a written request to the Director of Human Resources who shall forward it to the Appeals Committee. The request for appeal must include the reason(s) for the appeal, which shall meet the criteria for appeals outlined below. Any such request shall be submitted within fourteen (14) calendar days of the receipt of the Rating Sheet from the JJEC.

CRITERIA FOR APPEALS:

- a. Identification of identical or substantially similar position(s) which have been rated differently; or
- b. An explanation of the occurrence or extenuating circumstances, which may have affected the job evaluation; or
- c. A violation of Article 8.0

APPEALS COMMITTEE:

The Appeals Committee shall consist of three appointees from the Union and three appointees from the College who shall be empowered by the parties to this agreement to render a final and binding decision on any appeal submitted under this process. The appointees to the Appeals Committee shall be appointed on an annual basis effective January 1 of each year. The parties agree that appointees will not include current or immediately-past JJEC members. The College agrees that at least one (1) of its appointees will be a Senior Executive.

APPEALS PROCESS:

- a. The Appeals Committee will review the written appeal, using the Criteria for Appeals listed herein, and determine if an appeal will be accepted or denied. The incumbent to the position and the manager will be notified in writing of this decision no later than five (5) working days following the Committee decision.
- b. If an appeal is accepted by the Appeals Committee, every effort will be made to resolve the matter by the Committee. This process may include requesting a Job Evaluation Reconsideration Form from the appellant, interviewing the incumbent(s) and the manager(s), requesting

completion of a Job Analysis Questionnaire, meeting with the JJEC, or other methods determined by the Committee. Both the incumbent to the position and the manager will be notified in writing of the Appeals Committee decision. The Appeals Committee shall have twenty (20) working days to resolve the matter.

- c. If the Appeals Committee cannot reach a resolution to an appeal then the appeal will be forwarded to arbitration.

2. RESOLUTION OF JJEC DISPUTES:

In the event that the JJEC cannot reach consensus on the evaluation of a position, the Committee will provide a written summary outlining the areas of dispute and the rationale for the differing viewpoints. The summary shall be sent to the Joint Standing Committee with copies forwarded to the incumbent to the position and the manager no later than five (5) working days following the JJEC meeting. The Joint Standing Committee will have twenty (20) working days to resolve the dispute. If a resolution is not reached in the matter, it will then be referred to arbitration.

3. ARBITRATION OF APPEALS AND JJEC DISPUTES:

In the event an appeal or a JJEC dispute is arbitrated, the parties agree that, where possible, it is preferable that the arbitrator shall have a knowledge of job evaluation.

The Arbitrator shall be supplied with all the documentation, existing evaluation results, job specifications, as well as individual position ratings for all jobs within the unit prior to the arbitration hearing.

## **ARTICLE 9 - PROMOTION, TRANSFERS AND STAFF CHANGES**

### 9.01 JOB POSTINGS

The College recognizes the principle that a work environment that encourages advancement and promotes from within its workforce enhances and builds employee morale and the College will therefore adhere to that principle to the extent that it is practical to do so in accordance with Article 9.01a of the Collective Agreement.

The following procedures shall apply when vacancies occur or when the position status changes. (i.e.) part-time, full-time, regular, seasonal, fixed-term, or leave replacement.

- a. Job vacancies will be filled by applicants based on their qualifications for the position, with the applicants' job-related knowledge, (Article 3.11), skills, and abilities for the position being of primary consideration. Where qualifications are considered to be relatively equal by the College, the position will be awarded to the senior applicant within the bargaining unit.

A deficiency in job-related knowledge shall not, by itself, eliminate an otherwise qualified applicant from consideration.

All job vacancies (except recalls from lay-offs) where the anticipated term of employment is greater than three (3) months shall be posted on the College's bulletin boards for a minimum period of six (6) working days. The appearance of the advertisements outside the College, should the College deem outside advertising advisable, shall not be in advance of an internal posting.

When a job in a given department is vacant, the job has been posted, and not more than ninety (90) days has elapsed since the closing date of the posting, it is not necessary for the College to re-post. Selection may be made from the previous or last posting at the discretion of the College.

- b. A copy of the job posting notice shall be sent to the Union. The notice shall identify the duties and responsibilities of the position, the salary band and pay rate.
- c. Members in the bargaining unit may participate in the selection process, but they shall not make the selection decision for operational staff positions.

- d. In order to be eligible to apply for a position that has been posted in accordance with this Article, employees in posted positions must have completed four calendar months in their current position.

9.02 PROMOTIONS

Where an eligible applicant disagrees with the College's judgment, the applicant or the Union shall have the right to grieve the decision in accordance with Article 16.06 (Grievance Steps).

For the purpose of grievance only, under this article an "eligible applicant" is defined as anyone who has successfully completed the probationary period as set forth in Article 3.09.

9.03 FAMILIARIZATION PERIOD ON PROMOTION OR TRANSFER

When promoted or transferred, the employee shall be in a familiarization period of one (1) month. At the discretion of the College, the familiarization period may be extended in one (1) month increments for no longer than two (2) additional months. If during the familiarization period the employee should find the job unsatisfactory, the employee shall be returned to his/her former position with no loss of their former salary.

9.04 CONDITIONAL APPOINTMENTS

The College may apply a condition to an appointment when:

- a) the condition applied is a bonafide occupational requirement,
- b) the time required to fulfil the qualification is proportioned to fulfilling such requirement, and
- c) in such circumstances the College may extend the familiarization for up to six months in order to facilitate the employee having an opportunity to demonstrate the achievement of such qualification. In such circumstances the Union will be notified of the extension through Standing Committee.

If the employee is unable to meet the job requirements to the satisfaction of the College during the familiarization period (Article 9.03) or conditional appointment (Article 9.04), the employee shall be returned to his/her former position or to another position with no loss of their former salary.

9.05 WRITTEN INFORMATION TO EMPLOYEES

Employees who are promoted or transferred as a result of posted vacancies shall receive:

- a. written job descriptions of the position,
- b. written notice as to any conditions attached to the promotion or transfer and as to whom the employee's supervisor will be.

9.06 WRITTEN REASON

An employee who has not been accepted for a promotion or transfer shall receive from the Human Resources Department a verbal reason for the rejection, including an outline of the areas in which s/he was not qualified. Upon request by the employee, the reason(s) for the rejection shall be given in writing within five (5) working days of the date of request.

An employee who does not possess the required formal qualifications or skills for a position shall be given advice and an opportunity (per Article 17) to upgrade their skills in order to qualify for future vacancies, if this can be accomplished within a reasonable period of time.

**ARTICLE 10 - SENIORITY****10.01 SENIORITY DEFINED**

The College recognizes the principles of seniority in the administration of lay-offs and recalls, and job postings as described in Article 9.01(a). Service seniority is defined as total length of service with the College as an employee within the bargaining unit as defined in Article 2.01.

**10.02 SENIORITY LISTS**

The College shall maintain seniority lists showing the employee's name, position title, actual start date, status, and total hours accrued. Seniority lists shall be updated each March and September with copies to be distributed to the Union Standing Committee in April and October of each year.

**10.03 ACCUMULATION OF SENIORITY**

- a. Service seniority shall be earned by all employees in accordance with the specific provisions contained in the Collective Agreement including Articles 10.03, 10.04, 10.05, 10.06, 10.07, 10.08, 3.05, 3.06, and 3.07.
- b. Service seniority shall be accrued by salaried employees on the basis of calendar months of service.
- c. Service seniority shall be accrued by hourly paid employees by actual hours worked, to be calculated as follows:

Months of Service = Total Hours Divided by 154 rounded to the next highest month.

Effective August 1, 1997 the calculation of service seniority from that date forward for hourly paid employees shall be:

Months of Service = Total Hours Divided by 151.67 rounded to the next highest month.

- d. When an employee loses his/her seniority (as described in 10.05) and at a later point re-enters the bargaining unit, the new date of entry will become the employee's date of hire for seniority purposes.

- e. An employee who accepts multiple appointments shall have all hours worked in each employee category, as defined in Article 3 - Definitions - (excluding casual), calculated as one person for the purpose of accruing seniority within that category to a maximum of full-time hours.

#### 10.04 ACCRUED SENIORITY DURING APPROVED LEAVES

All employees shall continue to accrue seniority to a maximum of six (6) months during an approved leave of absence. Exceptions are leaves as described in Article 22 (Maternity/Legal Adoption Leave) for a maximum of twelve (12) months, Article 21.06 (Political Leave) for a maximum of twenty-four (24) months, and 7.03 (f) (Full-Time Union Leave) for the duration of the term of office. Thereafter the employee's seniority shall be maintained unless lost by reason of the provision of 10.05.

#### 10.05 LOSS OF SENIORITY

An employee shall not lose seniority rights if s/he is absent from work because of sickness, accident, lay-off or leave of absence approved by the College, except in the following instances:

- a. S/he is dismissed for just cause.
- b. S/he resigns in writing. An employee resigning shall sign a form stating his/her voluntary termination. By signing the form, an employee is requesting all monies to be paid and renounces all seniority and employment rights subject to Article 12.01 (b) (Resignation notice).
- c. Unless an employee signifies his/her intention to return to work within forty-eight (48) hours after being recalled, and unless within eight (8) working days of being recalled, s/he returns to work or gives a legitimate reason for being unable to do so, s/he will be struck off the seniority list.
- d. S/he fails to return to work upon the expiry of an approved leave of absence.
- e. An employee is transferred to or is the successful applicant for an excluded position outside of the bargaining unit for a period in excess of six (6) months. In this circumstance, an employee will lose seniority rights and be removed from the seniority list. If the period outside of the bargaining unit is less than six (6) months, s/he shall retain his/her seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority until the employee returns to the bargaining unit.



- f. An employee is transferred to or is the successful applicant for a faculty position for a period in excess of twelve (12) months. In this circumstance, an employee will lose seniority rights and be removed from the seniority list. If the period outside of the bargaining unit is less than twelve (12) months, s/he shall retain his/her seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority until the employee returns to the bargaining unit.

#### 10.06 SENIORITY RETENTION

Seniority shall be retained by employees on lay-off for a period of six (6) months. In addition, employees with more than six (6) years of service seniority will retain their seniority rights for a period of time equal to one (1) additional month for each year of service over six (6) years. However, employees can only accrue seniority rights to a maximum total of twelve (12) months.

#### 10.07 RECALL

Definition: a calling back to fill the last position held within the bargaining unit as provided for in 10.07(b).

- a. Recall List: In case of lay-off an Employee Recall List shall be established. Employees shall be listed on the recall list, unless otherwise indicated by the employee in writing.
- b. Employees Laid off: An employee who has been laid off shall have the right of first refusal to their previously held position should it become available during the recall period, and in such an event the job posting procedure (Article 9.01) shall not be applicable. All other positions shall be filled in accordance with the job posting procedure and employees on lay-off shall be sent copies of such postings by regular mail.
- c. Length of Recall: An employee shall remain on the Recall List in accordance with the provisions of 10.05 and 10.06.
- d. The College will communicate with employees at the address and telephone number left with the College. In the case of recall to an employee's previously held position (10.07(b)), a registered letter and a telephone call directed to the employee at the last address left with the Human Resources Department shall be deemed sufficient notification. It shall be the employee's responsibility to keep the College informed of his/her current address and telephone number during the period of lay-off.

#### 10.08 RECALL PROVISIONS

When an employee is recalled from lay-off, or is on the recall list and the successful applicant on a job posting, then:

If an employee is laid off under the provisions of Article 11 (Lay-off), the previous period of employment and the lay-off period will be included for the purpose of his/her seniority calculation, but not for wages or vacation entitlement. It is specifically agreed that the seasonal break will not be included in the seniority calculation.

S/he will be eligible for the next statutory holiday.

If an employee on the recall list is the successful applicant on a job posting, it is agreed that s/he shall serve the probationary period described in Article 3.09. If the employee should find the job unsatisfactory or is unable to meet the job requirements to the satisfaction of the College, the employee shall be returned to the recall list and shall be entitled to full seniority retention in accordance with 10.06 commencing from the date of return to the recall list.

## **ARTICLE 11 - LAYOFF**

### 11.01 LAY-OFF CONSULTATION PROCEDURE

In the event of a contemplated reduction of staff, the College shall advise the Standing Committee of the Union and shall give them the relevant information relating to the situation. The Union will be given the opportunity to discuss and recommend possible alternatives prior to lay-off, including retraining of the affected employee(s). The intent of this procedure will be to ensure that the Parties are working together for the purpose of minimizing or avoiding to the extent possible, the negative impacts associated with a reduction in staff.

### 11.02 LAY-OFF PROCEDURE

When a reduction of staff is necessary, the affected employee(s) shall be advised in person, and the following procedure shall be adopted within the department:

- a. Employees serving a probationary period will be laid off on the basis of last hired, first laid off,
- b. Thereafter employees will be laid off on the basis of service seniority.

### 11.03 DISPLACEMENT RIGHTS (BUMPING RIGHTS)

Employees serving a probationary period (except as described in Article 9.03\* (Promotion and Transfer)) shall not have displacement rights.

Unless specified otherwise in this Agreement, employees shall have the right to displace bargaining unit employees with less seniority, providing they have the qualifications to perform the job as described in Article 9.01 (a).

Employees exercising their bumping rights as per this article, and who displace bargaining unit employees with less seniority;

- i) within the same salary band, shall be paid at their current rate;
- ii) within a lower salary band, shall be paid the Pay Equity Target Rate for that band;
- iii) within a higher salary band, shall be paid at the same rate of pay as the previous incumbent in the position, or the current Pay Equity Target Rate, if the incumbent was exception-rated.

Affected employees shall have ten (10) working days from the date of lay-off notice to notify the college of their wish to exercise displacement (bumping) rights as provided by Article 11.04, Bumping Process.

### 11.04 BUMPING PROCESS

1. The Layoff (Notice) shall be served to an employee in the presence of a union representative, and shall contain:
  - A copy of the seniority list showing all positions below his/her own
  - The effective date of layoff
  - Details with respect to access to EFAP
  - Advice to the employee that s/he has 10 working days to give notice to the employer of his/her intent to exercise bumping rights
  - Within fifteen working days of receipt of Notice the employee will receive information regarding that the number of vacation days s/he has outstanding with reference to Article 11.04 (b)
2. The employee will advise the College of his/her intention to bump within 10 working days of receiving layoff notice.
3. Within 5 working days of the employee giving the College notice as per step 2, the affected employee, his/her union representative, and the College will meet to discuss bumping options. The College will bring a copy of the most recent resume/application on file to the meeting and will identify the positions that the College believes that the employee may possibly be qualified for.
4. The affected employee will have 5 working days from the date of the initial meeting to request any job descriptions. Such job descriptions shall normally be provided within 3 working days.
5. The affected employee shall have 5 working days from receipt of the job description(s) to identify positions in order of preference into which s/he wants to bump. The employee may provide an updated resume at this time. In the absence of such resume, the employer shall rely on the latest resume in the employee's file. The employer shall consider the affected employee's request in the order of preference identified.
6. The College shall make a determination within 10 working days; however, an extension may be requested. Further meetings with the affected employee may be required in order to complete the assessment.
7. The employee will be appointed to the highest preferred position for which the College determines she/he is qualified. If an employee is appointed to a position other than the employee's highest preferred position, or the employee is determined not to be qualified for any of the preferred positions:
  - S/he may request written reasons within 5 working days of being notified
  - The College will supply written reasons within 5 working days of the request.
8. If an employee is determined not to have a qualification, and this qualification can be acquired within the notice period, an appointment

conditional upon successful attainment of the necessary qualification will be made. If an appointment is conditional, the College will assess other lower positions of preference until the College determines that either the employee is qualified or the list is exhausted. If an appointment is conditional, and the employee does not attain the qualification during the notice period, an appointment will be made to the lower position of preference, or the employee will be laid off if the list is exhausted. If the qualification can be acquired through a College course within the notice period, the College will pay the cost of tuition.

9. Bumping rights will not be extinguished while the bumping process is ongoing even though the employee may be on layoff status.
10. Should it be determined that the affected employee is not qualified to bump into any positions identified by preference, s/he shall have one further opportunity to identify up to 3 more positions for consideration. Such intent shall be declared within 5 working days of being advised that the employee is not qualified for any of the positions identified. The College will assess whether the employee is qualified for any of those positions within 5 working days.
11. Should any dispute arise regarding the application or interpretation of this agreement, the matter will be referred to an arbitrator within 10 working days. A hearing will be scheduled within one calendar month, and may be heard over the telephone if the arbitrator decides that the issues can be determined by him/her without having the witnesses present before him/her. The arbitrator shall issue a decision within 3 working days, but is not required to give reasons unless requested by either party within 10 working days of the decisions being rendered. If requested, such reasons will be provided within 10 working days.

#### 11.05 LAY-OFF PROVISIONS

The College shall not release an employee without giving the employee, in writing, at least:

- i) two (2) weeks' notice, or pay in lieu of notice, where the employee has completed a period of employment of at least six (6) consecutive months, and
- ii) after the completion of a period of employment of twelve (12) consecutive months, two (2) additional weeks' notice, and for each subsequent completed year of employment an additional two (2) weeks' notice up to a maximum of twenty (20) weeks' notice, or pay in lieu of notice.

The College further agrees:

- a. The right of employees on the recall list to contribute to benefit plans under this Agreement shall continue for the period of seniority retention, subject to the provisions of Articles 10.05 (Loss of Seniority) and 10.07 (Recall). This provision is subject to Carrier conditions and with the understanding that the employee bears the full premium cost of all benefits except for the Medical Services Plan of B.C. (Article 26.01a) which shall be paid by the College.
- b. An employee in receipt of lay-off notice may elect to take any accrued vacation prior to being considered in a lay-off status.
- c. Personnel on lay-off will not be considered College employees except for the purposes of benefit coverage described in 11.05 (a) and recall rights as described in Article 10.05 (Loss of Seniority) and 10.07(Recall).

## **ARTICLE 12 - RESIGNATIONS**

### 12.01 RESIGNATION NOTICE

- a. An employee shall notify the College of his/her decision to leave the employ of the College by giving written notice ten (10) working days in advance of the effective date of resignation. The employee shall receive termination pay and benefits as provided for in this Agreement. The College agrees to notify the Union of resignations (excluding casuals) as soon as possible after receipt in the Human Resources Department.

An employee failing to give notice without proper cause shall receive termination pay and benefits as provided in the statutes of the Province of British Columbia. No additional benefit entitlement as provided for in this Agreement shall apply.

- b. An employee may request the withdrawal of his/her resignation notice provided:
- i) the request is received by Human Resources no later than five (5) working days after the date the resignation is submitted, and
  - ii) the employee or the Union acting on the employee's behalf can demonstrate the resignation was submitted under duress.

The parties agree to notify each other of any resignations suspected as being submitted under duress.

- c. On termination by an employee of his/her employment, the employer shall within six (6) days after the date of termination of employment pay to the employee all wages owing to him/her.

### 12.02 ABSENCE WITHOUT LEAVE

If an employee is absent without having notified the department head or without having a bona fide reason, such leave may be treated by the College as just cause for discipline. Repeated absence without leave shall be just cause for termination.

### 12.03 FAILURE TO REPORT FOR DUTY

An employee who fails to report for duty for three (3) consecutive working days without informing the College of the reason for his/her absence shall be presumed to have abandoned his/her position (see 12.01).

An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there was just cause for not informing the College.

If just cause can be shown, the employee shall return to his/her position.

**ARTICLE 13 - HOURS OF WORK**

13.01 STANDARD WORK DAY AND STANDARD WORK WEEK

Except as limited or modified by this Article, the standard workday shall be seven (7) working hours per day exclusive of a meal period. The standard work week shall consist of five (5) consecutive days of work, with two (2) consecutive days off.

The parties agree that modification of the two (2) consecutive days off per work week is permitted with the prior written agreement of the affected employee. This is understood to be applicable for the following job categories:

Library Assistant  
Cafeteria Assistant  
Gym Clerk, Evenings

It is agreed that other job categories may be added with the mutual agreement of the parties.

The College agrees to provide the Union Standing Committee with copies of these agreements, as they arise.

13.02 MODIFIED WORK WEEK

It is agreed that the College may, for a specified period of time, introduce modified work week scheduling which shall alter the maximum number of hours worked in any standard work week provided there is acceptance by the majority of affected employee(s) in the department and provided the total hours worked bi-weekly does not exceed seventy (70) hours. Where such modified work week arrangements are mutually acceptable to the parties, restrictive overtime provisions shall be waived.

The specified period for a modified work week for any particular work group will not exceed six (6) months, unless extended by mutual agreement.

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 meal break shall make up part of the seventy (70) hours biweekly. In instances where the employee on a modified work week schedule is required by the College to respond to a pager, radio or other electronic device on a meal break, the meal break shall make up part of the seventy (70) hours biweekly. Such arrangements shall only proceed after there is prior written confirmation by the parties.

An employee who has worked the modified work week schedule as above and who works on a scheduled day of rest shall be compensated at the rate of double time for all hours worked in that day.

13.03 RELIEF PERIODS



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.

#### 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 p.m.

#### 13.05 REGULAR WORK WEEK AND WORK DAY

- a. Regular work week shall mean an employee's regular scheduled work week.
- b. Regular work days shall mean an employee's regular scheduled work day and/or hours of work.
- c. Unless specifically modified elsewhere in this agreement, the minimum scheduled hours of work per day shall be two (2) hours.

### 13.06 SPLIT SHIFTS

Where there is an incumbent employee, there shall be no split shifts unless mutually agreed upon by the employee, the College and the Union Standing Committee.

### 13.07 POSTING OF SHIFT SCHEDULES

Shift schedules for regular employees will be posted ten (10) calendar days before the effective date.

The College may introduce an emergency shift change providing they give the employee twenty-four (24) hours' notice and providing the employee approves the change. Such approval will not be unreasonably withheld.

### 13.08 SHORT CHANGEOVER

If shifts are scheduled so that there are not ten (10) hours between the end of an employee's shift and the start of the employee's next shift, overtime rates shall apply to hours worked on the succeeding shift which fall short of the ten hour minimum, with a guaranteed minimum three and one-half (3 1/2) hours of the second shift to be paid at overtime rates.

**ARTICLE 14 - OVERTIME**14.01 DEFINITION

- a. Overtime means any working hours on duty in excess of the seven (7) hour working day and/or thirty-five (35) hour working week.
- b. Straight time means the regular rate of remuneration.
- c. Time-and-one-half means one-and-one-half (1 1/2) times the straight time rate.
- d. Double time means twice the straight time rate.
- e. Compensating time off means the product of overtime hours worked times the applicable overtime factor.

14.02 RIGHT TO REFUSE OVERTIME

All overtime shall be voluntary, except as required by the College under serious emergency circumstances. Employees may refuse overtime individually except as noted above without being subject to disciplinary action, but there shall be no concerted refusals of overtime.

14.03 OVERTIME COMPENSATION

The College will attempt to distribute overtime as fairly and equitably as is practical. All overtime must have the prior written authorization of a College administrator and/or designated supervisor. Where this is impractical, written authorization may be granted on the following working day.

- a. The first four (4) hours worked in excess of seven (7) hours per day, or the first eight (8) hours worked in excess of thirty-five (35) hours per week, shall be compensated at the rate of time-and-one-half.
- b. All overtime hours worked in excess of (a) above in any work week shall be compensated at the rate of double time.
- c. An employee who works on a regular scheduled day of rest after a five (5) day work week, shall be compensated at the rate of double time for all hours worked on that day.

- d. An employee who works a designated holiday, as defined in Article 18 (Statutory Holidays), shall receive double time for all hours worked on that day and the holiday shall be rescheduled to a time mutually agreeable to the employee and the College.
- e. An employee shall receive pay for overtime compensation or may request equivalent compensating time off in lieu of being paid at the time the overtime is authorized.
- f. An employee may accumulate no more than seventy (70) hours of overtime. The employee who has accumulated seventy (70) hours of overtime must then elect to reduce the accumulated hours by taking payment at the applicable hourly rate, or by taking compensating time off at a time mutually agreed upon by the employee and the College.
- g. Compensating time off must be taken at the earned rate of pay. The College further agrees to show all banked overtime in hours and gross dollar amounts.

#### 14.04 CALL OUT PROVISIONS

Where an employee has left the College after the regular scheduled working day and arrangements for the employee to work overtime have not been made and the employee has been called back to work, the employee shall receive a minimum of four (4) hours overtime, provided the employee commences work. Where the employee does not commence work, the employee shall receive a minimum two (2) hours overtime. Where an employee has not left after the regular working hours or arrangements have been made for reporting back to work at a specific time, this call out provision shall not apply.

An employee who is called out will be compensated for cab fare, to and from the College, or the mileage per C.N.C. expense rates.

#### 14.05 OVERTIME MINIMUM

An employee may be required to work for up to fifteen (15) minutes beyond the normal seven (7) hour work day without additional compensation. However, it is understood that the employee's following work day will be reduced by an equal amount of time. Any authorized time in excess of fifteen (15) minutes will be paid at overtime rates, with a minimum of one (1) hour being earned.

#### 14.06 OVERTIME BREAKS

All employees who are requested to remain at work for a period of two (2) hours or more beyond their regular working hours shall receive a one-half (1/2) hour paid break. The break may be taken before, during or after the overtime period.

**ARTICLE 15 - DISMISSAL, SUSPENSION AND DISCIPLINE**

15.01 No employee shall be disciplined, suspended or dismissed except for just cause. Demonstration of just cause is the responsibility of the College.

15.02 RIGHT TO SHOP STEWARD REPRESENTATION

An employee has the right to Shop Steward or Union Executive representation in any disciplinary matter. A disciplinary matter, for the purposes of this Article, is defined as any written censure to be put on the employee's personnel record, exclusive of performance evaluations. In the event of formal discipline by verbal censure, an employee has the right to shop steward or union executive representation. An employee shall be given reasonable time to secure union representation.

15.03 RIGHT TO GRIEVE

An employee considered by the Union to be wrongfully or unjustly disciplined, suspended, dismissed or reprimanded, shall be entitled to recourse under the grievance procedure in accordance with Article 16 (Adjustment of Complaints) of this Agreement.

Upon request, the Union through the Chief Shop Steward and the Human Resources Director or designate agree to provide access to all original documents in their possession that relate to a disciplinary action, unless prohibited by law. The parties agree to keep such information confidential and will only share such information with others on a need-to-know basis.

15.04 UNJUST CAUSE

In all cases of suspension or dismissal or other disciplinary actions, the burden of proof of just cause shall rest with the College. If, as a result of the grievance procedure, it is found that an employee has been dismissed, suspended or disciplined, for unjust cause, the decision or award which results from the grievance procedure shall be carried out. In the case of a probationary employee, just cause shall include failure to perform the job to the satisfaction of the College.

15.05 PROGRESSIVE DISCIPLINE

The value of progressive discipline with the aim of being corrective in application is recognized by both parties. Therefore, except in extreme cases such as gross misconduct, discipline or dismissal for just cause should be preceded by a documented record of some or all of the following: counseling, warnings (written or oral) and/or suspensions. The College agrees to notify the Union Standing Committee within five (5) working days of discipline actions taken against any employee.

15.06 ADVERSE REPORTS

The College shall notify an employee in writing of any expression of dissatisfaction concerning his/her work within ten (10) working days of the event of the complaint, with a copy to the Chair of the Union Standing Committee. This notice shall include particulars of the work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become a part of his/her personnel file for use against him/her at any time. The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of his/her personnel file.

#### 15.07 PERSONNEL FILES

During normal working hours, and in the presence of a Human Resources Department staff member, every employee has the right of access to his/her personnel file. Every employee shall receive a copy of any document which may be the basis of disciplinary action at the time that the document is inserted in the personnel file. An employee shall receive, upon request, a copy of any document in his/her personnel file.

The personnel file shall contain only valid and relevant material. An employee may request, in writing, that material be removed from his/her personnel file, and such request will become part of the personnel file. At an employee's request, the College shall add an employee's response to any document in his/her personnel file.

The College agrees that there shall be only one personnel file for each employee (housed at the Prince George Campus) and that no report relating to the employee's conduct or performance may be used against him/her in the grievance procedure nor at arbitration unless such report and any written memos/letters used as the basis for the report are part of the personnel file.

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. Documents of a disciplinary nature shall be removed from an employee's personnel file after a period of:

- a. Thirty-six (36) months for discipline which involves a suspension or an issue which involves the health and safety of students.
- b. Twenty-four (24) months for all other discipline provided there has been no further infractions within the above time limits.

### 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 President shall report the action to the Board with a statement of his/her reasons.
- b. An employee, in accordance with Section 37. (4), College and Institute Act 1979, may appeal the suspension to the Board.

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.

### 15.09 DISMISSAL

- a. When the President or designate determines that there is just cause for dismissal, s/he shall notify the employee and the Union Chair of the Standing Committee, in writing, with a copy to the 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 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 choice. Within four (4) calendar days of the meeting:
  - i. the President or designate may decide to withdraw dismissal proceedings, or
  - ii. the employee may decide to offer his/her resignation, or
  - iii. the President or designate may decide to recommend dismissal to the Board.
- c. 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 arguments to the Board. S/he may be accompanied by observers or spokespersons of his/her choice.
- d. The Board shall notify the employee and the Union Chair of the Standing Committee, with a copy to the Union President, with respect to any dismissal recommendation, in writing, within seven (7) calendar days after such a decision has been reached.
- e. 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 16 - ADJUSTMENT OF COMPLAINTS****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 employment with his/her supervisor or manager.

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.

**16.02 TIME OFF**

Except in the circumstances of the immediate suspension or dismissal, by mutual arrangement with the employee's manager or director, an employee shall be permitted the necessary time off without loss of pay and benefits to attend to the adjustment of the grievance and may be present at any step in the grievance procedure if so requested by either party.

**16.03 WAIVER OF TIME LIMITS**

The parties may, by mutual written consent, waive any stage or time limit of the grievance procedure described in 16.06 and/or the arbitration procedure described in 16.09(d).



#### 16.04 FAILURE TO COMPLY WITH TIME LIMITS

Failure by the party initiating the grievance to comply with the time limits specified herein shall render the grievance untimely and the grievance shall be considered abandoned. However, the abandonment of a grievance shall not prejudice either party on any future grievance of a different occurrence. Failure of the party responding to the grievance to comply with the time limits shall advance the grievance to the next step.

#### 16.05 COMMITTEES

When required, the College shall appoint a three (3) member committee from members of administration to be called the Labour Committee, one (1) member of which shall be designated as Chair.

When required, the Union shall appoint a three (3) member Standing Grievance Committee, comprised of members of Local #4951, one (1) member of which shall be designated as Chair.

The Standing Grievance Committee, or its representative, shall, as provided in Step 2 of the Grievance Procedure, meet with the Labour Committee or its representatives for the purpose of discussing and negotiating a settlement of any grievance arising between the College and an employee, or any dispute arising between the College and the Union. Where a decision has been made by the Union and the College on a grievance, a memorandum shall be made of any agreement reached and shall be initialled by all members present, and copies shall be circulated to the Stewards, the Union and to the College administration.

#### 16.06 GRIEVANCE STEPS

An individual grievance may be formally initiated by the Union or the Union and an employee and shall proceed by the following steps:

##### Step 1

An employee who has a formal grievance shall first go to the Director or Manager directly in charge of the department. The employee shall be accompanied or represented by a Steward or a designated Union representative of his/her choice. The Director/Manager shall be presented with the grievance form. The date of receipt of the complaint shall be within fifteen (15) working days of the occurrence of the alleged grievable act. In exceptional circumstances where the Union can demonstrate that it was unaware of the alleged grievable act, the

College agrees that the fifteen (15) working days shall be from the time that the Union could have become aware of the occurrence of the act. The Director/Manager shall explore the complaint verbally. The parties shall be given the maximum of five (5) working days to solve the grievance. The Director/Manager shall submit a written response to the employee and the Union within seven (7) working days of the date of receipt of the complaint.

#### Step 2

The Union has a maximum of five (5) working days from the date of receipt of the Director/Manager's response to advance a grievance to Step 2, which is a written referral to the Standing Grievance Committee and the College Labour Committee. These committees shall meet within five (5) working days, upon receipt of the Union's written notice, to resolve the grievance. The College will provide a written response to the Union within five (5) working days of the Committees' meeting.

#### Step 3

If the grievance is not satisfactorily resolved at Step 2, the Union shall submit the grievance, in writing, to the President within ten (10) working days of receipt of the reply as set out in Step 2. The Union and the President shall meet within five (5) working days of the receipt of the grievance. The President shall submit a written reply within five (5) working days of the meeting.

If the grievance is not resolved at Step 3, the Union may refer the grievance to Arbitration or to the Early Intervention Procedure. The Union shall submit a written notice of intent to proceed to arbitration to the College within five (5) working days of receiving the College's response of Step 3.

### 16.07 COLLEGE GRIEVANCE

Grievances formally initiated by the College shall be submitted in writing within ten (10) working days of the occurrence of the alleged grievable acts at Step 2 of the Grievance Procedure.

### 16.08 EARLY INTERVENTION

- a. 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 term of the collective agreement, a person selected by mutual agreement of the parties, shall at the request of either party -
  - (i) investigate the difference;
  - (ii) define the issue in the difference; and
  - (iii) make written recommendations to resolve the difference within five (5) working days of the date of receipt of request; and, for those five (5) working days from that date, time does not run in respect of the grievance procedure.

- b. A person selected under this section, upon mutual request of the parties, may make a binding decision in regard to the difference in a manner consistent with the principles and procedures set out in 16.09 (Arbitration).
- c. Each party to the Early Intervention Procedure shall pay its own expenses and costs and one-half (1/2) of the compensation and expenses of the Early Intervention person and of stenographic and other expenses of the Early Intervention Procedure except if, according to Section 112 of the Labour Relations Code of British Columbia, the Minister of Finance authorizes payment towards this procedure in which case the share shall be one-third (1/3) each.

#### 16.09 ARBITRATION

The Arbitration Board shall consist of one (1) member who shall be selected through the mutual agreement of the parties.

- a. The Arbitration Board may determine appropriate procedures in accordance with the Labour Relations Code of British Columbia and shall give full opportunity to all parties to present evidence and make representations. The Arbitration Board shall hear and determine the dispute or allegation and shall make every effort to render a decision within reasonable time.
- b. Decision of the Arbitration Board - The decision of the Arbitration Board shall be final and binding on both parties. The Arbitration Board shall not make any award contrary to the conditions or articles of this Agreement, or in amendment to this Agreement.
- c. Expenses of Arbitration - Each party to the arbitration shall pay its own expenses and costs of arbitration and one-half (1/2) of the compensation and expenses of the Arbitration Board and of stenographic and other expenses of the Arbitration Board.
- d. When a grievance proceeds to arbitration, the hearing shall be held within sixty (60) days of the written notice from the College or the Union.

**ARTICLE 17 - CAREER DEVELOPMENT****17.01 PURPOSE OF TRAINING AND CAREER DEVELOPMENT**

The provisions of Article 17 are intended to assist employees in maintaining and improving skills and/or to assist in preparing them for foreseeable jobs within the College, at the same time recognizing the employee's responsibilities in these matters.

**a. Job Training**

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

**b. Career Development**

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

**17.02 SUPPORT FOR TRAINING AT CNC****a. College-Required Training**

Training is considered College-required when it is a mandatory condition initiated by the College.

When the College requires an employee to enroll in a course, training program or seminar, the College shall bear the full cost, in advance. Furthermore, when the College requires enrolment in a course, training program or seminar, the employee's work week shall be reduced by the number of instructional hours spent in such courses, training programs or seminars during that week. For the purposes of this clause, employees will be compensated at equal time off with pay in lieu of overtime payment for time spent in traveling to or from the College-required training. The estimated amount of travel time must be mutually agreed-to in writing by the employee and his/her Supervisor in advance of the travel. However, if the employee is required to perform job-related duties in excess of the normal workday, then the overtime provisions of Article 14 shall apply. If an employee attends a course, training program or seminar on a statutory holiday, s/he will be entitled to a day off with pay in lieu of the statutory holiday.

The College shall also reimburse the employee for such travelling, subsistence, and other related expenses as previously approved by the College. The employee shall not be required to make up any time missed from work to participate in such training and development.

In the event that an employee is required to enrol in a course in order to meet the qualifications required for a position that the employee is being promoted to or hired for, the College may require that the cost of the course, training program or seminar be at the expense of the employee.

b. College Authorized Career Development

Career Development is considered College-authorized when it is voluntary, initiated by the employee, and approved by the College.

When the College authorizes an employee to enrol in a course, training program or seminar, for the purpose of advancing the employee's job related skills; and upon successful completion, the College shall reimburse the cost, including tuition, entrance or registration fee, laboratory fee, examination fee, and course related books. The length of the course shall be stated in the written authorization.

When the College is unable to authorize a career development activity and prior to an employee's proposal being denied, the employee and his/her Supervisor will discuss possible alternatives, which may include a partial subsidy of the costs.

17.03 COLLEGE COURSES

Regular, Seasonal and Fixed Term Employees, their spouses and dependent children, shall be exempted from tuition fees for all CNC courses providing that:

- a. they are not one of the minimum number required to ensure "go" status of the course,
- b. there is a vacant seat for the employee, spouse or dependent children on the first day of class. If there is a vacant seat on the first day of class and an employee, spouse or dependent child has guaranteed a seat by paying the tuition, s/he shall be entitled to a tuition refund for the course. If a seat becomes vacant after the first day of class and there is no prospective fee-paying student on a wait list, and an employee, spouse or dependent child has not guaranteed a seat by paying the tuition, s/he shall be exempted from paying tuition fees.
- c. Where an employee, spouse or dependent child has guaranteed a seat by paying the tuition, in order for that employee, spouse or dependent to be eligible for tuition fee exemption, the employee must submit the appropriate application form to Human Resources by no later than ten (10) working days prior to the first day of class for the course for which tuition exemption is being applied.

- d. Where an employee, spouse or dependent child has not guaranteed a seat by paying the tuition, in order for that employee, spouse or dependent to be eligible for tuition fee exemption, the employee must submit the appropriate application form to Human Resources by no later than ten (10) working days after the first day of class for the course for which tuition exemption is being applied.
- e. Admission requirements shall apply to all prospective students and shall not be waived for the purposes of this article.
- f. The prospective student is not exempted from any other non-tuition fees or material costs which students may be required to pay, or from any other requirements students are expected to fulfil. When the tuition fee includes imbedded costs such as books, material costs, instructor costs per students, exam fees, equipment rental costs or other such costs the prospective student will be required to pay for such imbedded costs.
- g. Where a number of employees or their spouses or dependents have paid their tuition fees in advance of the course in order to be a student in the course, and:
  - it is as a result of such students that the course have reached the “go status” referenced in 17.03a above; and
  - the number of employees or their spouses or dependents that have paid their tuition fees is greater than that which is required for the course to reach the “go status” referenced in 17.03a above;
  - then refunds where applicable will be paid out on a first paid first refunded basis.
- h. For the purposes of this article, dependent children shall be defined as children under the age of twenty-five (25) years residing with the employee.

#### 17.04 PROFESSIONAL DEVELOPMENT LEAVE

The College recognizes the principle of human resources development through skills upgrading as it relates to opportunity for advancement in the services of the College. An educational initiative deemed beneficial to the College and the employee will be considered appropriate for professional development leave.

The College shall provide a Professional Development Leave Allowance of three hundred and sixty (360) days of paid leave. The Leave Allowance will be "topped up" each April 1st to the level of three hundred and sixty (360) days of paid leave available. The Professional Development Leave Allowance shall be administered by the Professional Development Committee (PDC) in accordance with the provisions outlined below:

- a. The Professional Development Committee (PDC) shall consist of a minimum of six (6) people, three (3) appointed by the College and three (3) appointed by the Union, who shall be empowered to make decisions on the allocation of the Professional Development Leave Allowance. Meetings of the PDC shall require at least two (2) appointed representatives from each party. An equal number of appointed decision-making representatives of each party will be in attendance before the meeting will proceed. The parties agree to schedule PDC meetings at agreed-upon regular intervals, at a minimum of every month to attend to any outstanding professional development leave matters. Additional meetings may be scheduled to accommodate any backlog. When there is a direct or perceived conflict of interest the committee member shall absent himself/herself from the discussion and from the decision-making on the professional development leave proposal.
- b. The PDC has the responsibility of preparing guidelines for the disbursement of the Professional Development Leave Allowance, receiving employees' applications for the use of such leave, and approving the disbursement of the leave allowance. Such guidelines shall contain reasonable timelines for the approval and dispersal of such leave, subject to (c) and (d) and shall require that employees report on activities.
- c. All employees (except casuals) who have completed their probationary period may apply to the PDC for leave to pursue professional development activities. An employee must include his/her Supervisor's written approval of the time(s) requested for the leave. The Supervisor's approval or rejection of the employee's request shall take into account the operational requirements of the College. The replacement needs of a department shall not by themselves be considered a basis for denial of the request.
- d. Professional development leave shall be used for, but not be limited to, such activities as attending courses and conferences, and other activities acceptable to the PDC. Such leave is not to be used for training or education required rather than authorized or recommended by the College.
- e. The PDC is accountable to the College and the Union. A year-end summary shall be provided to both parties by May 1. Either party has the right to request periodic details of professional development activities approved.

**ARTICLE 18 - STATUTORY HOLIDAYS****18.01 STATUTORY HOLIDAYS**

The College shall grant as paid statutory holidays: New Year's Day, Family Day, Good Friday, Easter Monday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and all other such holidays as declared by the local Municipal Government, Province of British Columbia, or Government of Canada.

**18.02 HOLIDAYS FALLING ON A SATURDAY OR SUNDAY**

When any statutory holiday (as per 18.01) falls on a Saturday, the previous Friday or following Monday shall be observed. When any statutory holiday falls on a Sunday, the previous Friday or following Monday shall be observed. Where two statutory holidays fall together on a Saturday and Sunday some combination of the previous Thursday and Friday and/or of the following Monday and Tuesday will be observed with the intention of there being four days off in a row. Where statutory holidays fall on a Saturday or Sunday so that such decisions regarding the observation of such Holidays are required, the College will inform the Union and employees of such decisions prior to the end of the previous calendar year.

Where the College and the Union agree, a statutory holiday (as per 18.01) may be rescheduled at a mutually agreeable time.

- a. When a statutory holiday falls on an employee's day of rest other than a Saturday or Sunday and the employee is working a modified work week, the employee shall be given seven (7) hours off with pay in lieu at a mutually agreeable time.
- b. Subject to subsection (a), when a statutory holiday falls on an employee's day of rest other than on a Saturday or Sunday, the employee shall be given a day off with pay in lieu at a mutually agreeable time.

**18.03 EMPLOYEES REQUIRED TO WORK ON A PAID HOLIDAY**

- a. An employee who works on a paid holiday (i.e. the day the Holiday is observed) shall receive double time for all hours worked on that day and the holiday shall be rescheduled to a time mutually agreeable to the employee and the College (per Article 14.03(d) (Overtime Compensation)).
- b. When an employee works on both a Saturday or Sunday on which a Holiday falls and on the day that the Holiday is observed, the employee will receive overtime hours and a rescheduled holiday for the day the Holiday was observed in accordance with 18.03a, but not for the Saturday or Sunday on which s/he also worked.
- c. When an employee works on a Saturday or Sunday on which a Holiday falls but not the day that the Holiday is observed, the employee will receive overtime



hours and a rescheduled holiday for the Saturday or Sunday and for that employee the day that the Holiday is observed will be a normal day of rest.

#### 18.04 PAID HOLIDAY DURING VACATIONS

When a day of statutory holiday falls during an employee's vacation time, the holiday shall not count as a day of vacation nor as a day worked. The employee may reschedule that day of vacation time to coincide with their vacation or at some other mutually agreeable time.

#### 18.05 PAYMENT FOR STATUTORY HOLIDAYS

- a. Subject to Article 7.04 (Right to Refuse to Cross Picket Lines), salaried employees shall not have their pay reduced by virtue of holidays specified in 18.01 and 18.06.
- b. Subject to Article 7.04 (Right to Refuse to Cross Picket Lines), hourly paid employees shall be paid 4.8% in lieu of statutory holiday pay (except for casual employees who shall be paid 1.7%).

#### 18.06 COLLEGE HOLIDAY

A College holiday is any day other than a Saturday, Sunday, or statutory holiday on which the College is closed by official declaration.

An employee required to work a College holiday shall receive double time for all hours worked on that day and the holiday shall be rescheduled to a time mutually agreeable to the employee and the College (per Article 14.03(d) (Overtime Compensation)).

**ARTICLE 19 - VACATIONS****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 from anniversary date (Article 25.03) to month 48 inclusive,
2. 1.67 days per month from month 49 to 96 inclusive,
3. 2.08 days per month from month 97 to 156 inclusive,
4. 2.50 days per month from month 157 to 216 inclusive,
5. 2.92 days per month from month 217 onwards.

All regular part-time, seasonal full-time, and seasonal part-time employees working less than a thirty-five (35) hour week or for less than twelve (12) months, will be entitled to vacation with pay on a pro rata basis as per (a) above, according to the actual hours worked in the calendar year.

Only that vacation which has been earned may be taken at any given date subject to (c) below.

b. Fixed term employees will not be entitled to the vacation outlined above (except as otherwise directed in Article 3.06g), but to pay on each pay cheque for the vacation period on a pro rata basis as per (a) above, according to the actual hours worked in the calendar year.

c. Probationary employees will not normally be allowed to take vacation until after their probationary period has been served.

d. Vacation in excess of one year's entitlement shall not normally be carried forward from one (1) fiscal year to the next. Approval to carry the excess vacation entitlement forward may be requested by application to the appropriate Department Head before February 1st.

**19.02 VACATION SCHEDULING**

By April 30th of each year, an employee in a department will recommend a vacation schedule to be submitted to the department head or designate for approval. Acceptance or rejection of such vacation requests will be given by May 31. The schedule may be changed thereafter at the request of the employee if acceptable to the department concerned.

Conflicts in vacation scheduling will be settled by the department supervisor, with

seniority in the department as the prime consideration.

When requested by an employee, s/he shall be entitled to schedule a minimum vacation period of fifteen (15) consecutive working days.

Where an employee wishes to split a vacation period, any other choice of vacation time shall be made only after all other employees have made their initial selection.

19.03 NO TERMINATION, LAY-OFF OR LOSS OF SENIORITY

No employee shall be terminated or laid off while on vacation.

**ARTICLE 20 - SICK LEAVE****20.01 NOTIFICATION, PROOF OF ILLNESS AND FAMILY SICK LEAVE**

- a. In positions where replacement personnel would normally be required, notification of anticipated absence must be given to the appropriate College department no later than two (2) hours prior to the commencement of the shift, except where this proves impossible. In positions where replacement personnel would not normally be required, notification of anticipated absence to the appropriate College department should be made as soon as possible after the commencement of the shift. For the purpose of this Article, replacement personnel shall be security guards and day care personnel. Any new positions that may fall into this category shall be settled according to Article 27.03 (Modification of Agreement).
  - i) In case of absence of five (5) days or longer, a proof of illness may be requested by the College. The proof of illness may take the form of a medical certificate. If there is any charge for this proof, the College will absorb the cost.
  - ii) If an employee has repeated absences of a short-term duration, s/he may be advised that proof of illness will be required for future absences.
- b. An employee is entitled, upon approval by the Divisional Director or Manager, to use annual sick leave entitlement up to a maximum of ten (10) days per entitlement year (20.02) for family sick leave purposes in the following circumstances:
  - i) in the case of illness of a member of the immediate family of an employee, when no one at home other than the employee can provide for the needs of the ill person; or
  - ii) when a spouse or dependent child is hospitalized, or
  - iii) in the event of the birth or adoption of a child.

Such approval will not be unreasonably withheld. For the purposes of this article, "immediate family" is defined as an employee's spouse and any of the following relatives of an employee: parent, parent-in-law, step-parent, child, step-child, foster child, brother, sister, grandparent, grandparent-in-law, grandchild; or any other person permanently residing in the employee's household, and any other person with the approval of the appropriate Director or Vice-President. The word "spouse" shall be deemed to include a common-law spouse (with no regard to gender).

#### 20.02 SICK LEAVE ALLOTMENT

A full-time employee shall accumulate sick leave credits on the basis of one-and-one-half (1 1/2) days per month. Part-time employees shall accumulate sick leave credits on the proportionate basis to full-time based upon the actual hours worked in a calendar month.

Employees may accumulate up to one hundred and twenty (120) working days sick time.

In addition, if an employee has used the ten (10) days of family sick leave in an entitlement year (20.01) and the employee requires up to twelve (12) days of paid sick leave for use in a personal disability in the same year, then the College agrees to grant up to four (4) days of additional paid sick leave. It is understood that there will be no banking of the additional sick leave time into subsequent years except in the case of an employee who has used family sick leave to the extent that s/he does not have a possible twelve (12) days of personal sick leave in an entitlement year.

For the purposes of this Article, the entitlement year should be based on the employee's initial commencement date with the College.

#### 20.03 SICK LEAVE PAYMENT

Sick leave credits may only be used for illness (subject to 20.01) or in accordance with the Wellness Incentive Plan Letter of Agreement. In the event that an employee's absence exceeds their accumulated sick credits, the employee may borrow up to a maximum of ten (10) days against future earned sick leave provided that a qualified medical practitioner certifies that the employee is seriously ill, that the nature of the illness is specified, and that the employee's request for leave is submitted in writing. The borrowed leave entitlement shall be limited to the amount of benefits that the employee would otherwise be entitled to under the Employment Insurance Act. In the event that an employee's absence exceeds this amount, the employee will be placed on leave of absence without pay for the duration of the illness or twelve (12) months whichever occurs first.

After twelve (12) months and within ninety (90) days thereof the employee may request his/her name to be placed on the Recall List.

Where the leave is expected to exceed six (6) months, the Union will agree to an appointment as per Article 3.07 (Leave Replacement Employee).

#### 20.04 CONVERSION

The College agrees that an employee may utilize accumulated vacation and/or compensating overtime accumulated if sick leave credits have expired.

#### 20.05 LONG TERM ILLNESS

Should a full-time employee have a single illness exceeding ninety (90) days duration, and all sick leave credits have been used, the benefits of the Long Term Disability Plan outlined in Article 26.01(d) of this Agreement shall apply.

An employee accepted on the Long Term Disability shall continue to receive all fringe benefits (except pension) s/he is entitled to as set forth in this Agreement for a maximum period of twenty-four (24) months. During that twenty-four month period the employee may, if s/he is able to do so, return to his/her position. Alternatively, where that employee's position no longer exists or where that employee may not be able to return to his/her position then after twelve (12) months of becoming eligible for Long Term Disability and within ninety (90) days thereof, the employee may request his/her name to be placed on the Recall List.

If an employee receives benefits under the Disability Insurance Plan (LTD), the College shall pay to the employee the difference between the benefit and the employee's full salary for as long as the accumulated sick leave credits permit. In such cases, the charge against the employee's sick leave credits shall be in the same proportion that the College's payment bears to the full salary of the employee computed at the end of each month to the nearest half-day.

#### 20.06 STATUS REPORT

The College agrees to supply each employee with an annual report of accumulated sick leave as at March 31st.

#### 20.07 OCCUPATIONAL DISABILITY

An employee prevented from performing his/her regular work with the College on account of an occupational disability that is recognized by the Workers' Compensation Board as compensable within the meaning of the Act shall continue to receive his/her regular salary provided that the Workers' Compensation Board payments are paid directly to the College for the absence. If an employee suffers a disability for which the payment is in dispute with the Workers' Compensation Board the employee shall continue to receive his/her regular salary subject to the provisions of Article 20 (Sick Leave). If the Workers' Compensation Board claim is subsequently established the employee will then repay the College for the sick leave payment received.

#### 20.08 RETIREMENT PAYOUT

Upon resignation for the purposes of retirement and when a regular employee has fulfilled the retirement requirements under the Municipal Pension Plan said employee shall be paid the cash equivalent to his/her accumulated sick leave up to a maximum of sixty (60) days. The cash equivalent shall be at the rate of pay in effect immediately prior to retirement.

**ARTICLE 21- BEREAVEMENT AND OTHER LEAVE****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. Any additional leave shall be without pay, or as a charge to earned time off or vacation time.

Immediate family is defined as an employee's spouse and any of the following relatives of an employee: parent, parent-in-law, step-parent, child, step-child, foster child, brother, sister, grandparent, grandparent-in-law, grandchild; or any other person permanently residing in the employee's household, and any other person with the approval of the appropriate Director or Vice-President. The word "spouse" shall be deemed to include a common-law spouse (with no regard to gender).

The College and the Union recognize that beyond immediate family as defined above, an employee may have significant others beyond such immediate family for whom upon death, the employee will be bereaved. In such circumstances employees and managers are encouraged to make suitable arrangements using various forms of leave and compensatory working time arrangements (e.g. approved absence from work, employee working compensatory time at straight time rates, vacation, wellness days, etc) so as to give due regard to both the employee's bereavement and the operational requirements of the College.

**21.02 LEAVE FOR COURT APPEARANCES**

When summoned to serve on a jury or when subpoenaed as a witness in criminal or civil proceedings, an employee shall continue to receive regular pay. The employee shall turn over to the College any monies received for a court appearance. Leave of absence to appear in one's own defence will be without pay.

**21.03 ELECTIONS**

An employee eligible to vote in a Federal, Provincial, or Municipal election or referendum shall have three (3) consecutive hours during the hours in which the polls are open in which to cast a ballot. The College will designate the time of day in which the three (3) hours may be taken.

**21.04 GENERAL LEAVE**

- a. Employees may request leave of absence without pay. Such request for leave shall be in writing with reasons for the leave requested provided to the Director/Manager, copied to the Human Resources Department. Upon return from general leave, the employee is assured of their position or of resuming a position of equivalent salary level, subject to the provisions of Articles 10 and 11, (Seniority and Lay-off).
- b. In the event of a personal emergency which prevents the application for leave to be made in writing, the employee will make every effort to personally advise the College, or shall have the College advised, of the reasons for the emergency absence which the employee wishes to have treated as general leave.

#### 21.05 EXCHANGE LEAVE

An employee may negotiate with the College to exchange positions with an employee of comparable qualifications and experience from outside the College for a period of up to one (1) year. Applications shall be made to the Human Resources Department.

#### 21.06 POLITICAL LEAVE OF ABSENCE

To enable a College employee to contest a Federal, Provincial, Municipal, or other local election, a political leave of absence, without pay, may be granted by the Board, on the recommendation of the President, for a period of up to six (6) weeks for a Federal or Provincial election and up to two (2) weeks for a Municipal or other local election, except when the campaign period coincides with a normal vacation period. The leaves will be subject to the following conditions:

- a. The request for political leave of absence must be submitted at least four (4) weeks prior to the first day of the leave period.
- b. The College determines that the work of the division of the College will not suffer unduly.
- c. The College employee will pay the College's share of fringe benefits.
- d. Positions vacated because of leaves granted under this section may be filled by a Leave Replacement appointment (Article 3.07) for the duration of the leave.

In the event that the College employee is elected to a municipal or other local part-time government office, short-term leaves of absence may be granted by the President to allow the employee to perform the duties of that office.

In the event that a College employee is elected to a full-time political office, the employee may be granted an extended leave of absence without pay for two (2) years. The Board may extend this leave of absence.

The College may fill vacancies caused by a political leave of absence by a Leave Replacement appointment (Article 3.07) which may, if necessary, be renewed for a second year.



21.07 SELF-FUNDED LEAVE PLAN

- a. Subject to the rules of compliance with regulations under the Income Tax Act, the College and the Union shall maintain a Self-Funded Leave Plan.
- b. The College and the Union in cooperation with the Faculty Association shall maintain a committee of equal numbers of representatives to administer the Self-Funded Leave Plan.
- c. Changes to the Self-Funded Leave Plan will occur only with the consent of all parties.
- d. Copies of the Self-Funded Leave Plan shall be available from the College or the Union upon request.

**ARTICLE 22 - MATERNITY/LEGAL ADOPTION LEAVE****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.
- 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 own expense.
- c. The parties agree that any job position vacancies created by the granting of maternity/legal adoption 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, that s/he is 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 (notwithstanding 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.

**22.02 EXTENSION OF MATERNITY/LEGAL ADOPTION LEAVE**

Maternity/legal adoption leave shall be extended for up to an additional six (6) months where a doctor's certificate is presented certifying that for medical reasons, the health of the mother dictates such an extension is required for the mother or that for medical reason the health of the infant dictates such an extension is required for a parent.

### 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.
- 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.

**ARTICLE 23 - SAFETY AND HEALTH****23.01 CONDITIONS**

The Union and the College agree that regulations made pursuant to the Workers' Compensation Act or any other statute of the Province of British Columbia pertaining to the working environment shall be fully complied with.

**23.02 PROTECTIVE CLOTHING**

The College shall provide protective clothing for any job which requires it at no cost to the employee. If an employee is required under W.C.B. Regulations to wear protective footwear the College agrees to reimburse the employee eighty percent (80%) of the cost of the one (1) pair of footwear per calendar year, based upon receipt submitted.

**23.03 MAINTENANCE OF WORK CLOTHING**

It shall be the College's responsibility that clothing issued under 23.02 of this document is maintained, cleaned and replaced as necessary at no cost to the employee.

**23.04 SAFETY**

It is not the policy of the College to require an employee to work under unsafe conditions. It is admitted by both parties to this Agreement that it is impossible to draw a hard and fast line as to what is safe and unsafe. Being a factual question, each case must be decided on its own merits, but in general any employee who justifiably refuses to work under unsafe conditions would not be subject to discipline. Suspected unsafe conditions should be reported to the employee's manager or supervisor who will ensure that the work area has been made safe in accordance to 23.01.

## **ARTICLE 24 - TECHNOLOGICAL CHANGE**

### **24.01 DEFINITION OF TECHNOLOGICAL CHANGE**

Where the College introduces or intends to introduce a technological change that:

- a. affects the terms and conditions of employment of a significant number of employees within the bargaining unit, or the security of employment of a significant number of employees within the department and/or
- b. alters significantly the basis on which this Agreement was negotiated,

a technological change shall have occurred.

For the purpose of this Agreement, the term "technological change" shall mean:

- i. the introduction by an employer of a change in his work, undertaking, or business, or change in his equipment or material from that equipment or material previously used by the employer in his work, undertaking, or business, or;
- ii. a change in the manner in which an employer carries out his work, undertaking, or business relating to the introduction of that material or equipment.

### **24.02 NOTICE**

The College will provide the Union with three (3) months notice of intention to introduce a technological change as defined in 24.01 of this Agreement.

### **24.03 RETRAINING/JOB SECURITY**

- a. Employees becoming redundant due to technological change as defined in 24.01 shall be retrained to qualify for a new position or an existing vacant position, if retraining for such position shall be accomplished within three (3) months. By mutual agreement, the time may be extended.

Prior to the expiry of the notice period, the employee may take the option of receiving severance pay, in accordance with 24.03(c) in lieu of retraining.

- b. Cost of the retraining shall be the responsibility of the College and the employee shall not be paid at a lower salary while retraining.

- c. In the event that the College cannot retrain an employee under 24.03(a), or if the employee elects, the affected employee shall receive two (2) weeks' notice or pay in lieu of notice, where the employee has completed a period of employment of at least six (6) consecutive months; and after the completion of a period of employment of one (1) consecutive year, two (2) additional weeks notice for each subsequent completed year of employment up to a maximum of twenty (20) weeks notice or pay in lieu of notice.

The election made under this Article must be forwarded in writing to the Human Resources Department and to the Union. Any employee not exercising this election within the given time limit shall be deemed to have elected severance pay.

**ARTICLE 25 - SALARIES**25.01 SALARIES

## a. Effective December 1, 2012

The salary schedule for employees within the bargaining unit shall be increased by 1.0% across-the-board. The new rates shall be rounded to the nearest whole cent or dollar, as applicable.

## b. Effective March 1, 2013

The salary schedule for employees within the bargaining unit shall be increased by 1.0% across-the-board. The new rates shall be rounded to the nearest whole cent or dollar, as applicable.

## c. Effective July 1, 2013

The salary schedule for employees within the bargaining unit shall be increased by 1.0% across-the-board. The new rates shall be rounded to the nearest whole cent or dollar, as applicable.

## d. Effective April 1, 2014

The salary schedule for employees within the bargaining unit shall be increased by 1.0% across-the-board. 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.

25.02 RATE OF PAY ON PROMOTION/TRANSFER

- a. In the event an employee is promoted, the employee's rate of pay will be adjusted by an amount equal to the difference between the current Pay Equity Target Rate of their current salary band and the current Pay Equity Target Rate of the new salary band, up to the maximum of the current Pay Equity Target Rate for the new position. Example: An employee is promoted from a position in Salary Band "C" to a position in Salary Band "D", difference in bands (Dec. 1/97 rates) = \$1.25/hr increase in pay.
- b. A promotion will not affect an employee's entitlement to fringe benefits, but the employee's anniversary date will change to the first day of the month closest to the date of promotion.
- c. In the event an employee is transferred to a position within the same salary band s/he shall retain his/her current rate of pay. An employee who is transferred to a position in a lower salary band shall be paid the current Pay Equity Target Rate for that band.

- d. A transfer will not affect an employee's anniversary date, or entitlement to fringe benefits.

#### 25.03 ANNIVERSARY DATE

The anniversary date for a regular employee shall be the date that regular employment commenced adjusted to the nearest first day of the month. The anniversary date for a regular employee would normally be twelve (12) calendar months after the nearest first day of the month to the employee's seniority date, unless otherwise affected by the provisions of this Agreement.

In the case of a Fixed-Term or Leave Replacement appointment which is extended or which becomes a regular position, the anniversary date shall be the date that the appointment commenced adjusted to the nearest first day of the month.

#### 25.04 LEAVE OF ABSENCE WITHOUT PAY

When leave of absence without pay extends over five (5) weeks, for any reason other than illness or maternity, the anniversary date (25.03) for that employee shall first be delayed for one (1) month.

The anniversary date shall then be delayed one (1) further month for each additional full month that the leave of absence without pay is extended.

#### 25.05 ACTING POSITIONS

The College will attempt to give existing employees the opportunity to assume acting positions of increased responsibility and duties. When a person is appointed in writing by the Vice-President or Director to an acting position for a period of one (1) or more consecutive working days s/he will be paid at the incumbent's rate of pay or the current Pay Equity Target Rate, if the incumbent is exception-rated.

If an employee occupies the same position on an acting appointment, excluding replacement for an employee on an authorized leave, for twelve (12) consecutive months, the College shall post the position or discontinue it.

#### 25.06 SALARY OVERPAYMENTS

It is understood and agreed that it is the responsibility of the employee to inform the College immediately upon becoming aware of any suspected salary overpayment. In the interests of minimizing any financial hardship, the College agrees that it will recover salary overpayments at the same rate as they were paid. The parties agree that this clause will constitute the written assignment required of the employee for repayment.

#### 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 work day (as per Article 13.04(b) (Work Week Definition)).

25.08 RATE OF PAY FOR NEW HIRES INTO EXISTING POSITIONS

A new employee who is hired into an existing position shall be paid the same rate of pay as the previous incumbent in the position, or the current pay equity target rate whichever is less.

## **ARTICLE 26 - EMPLOYMENT BENEFITS**

### 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.

### 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 aforementioned 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.

#### 26.03 EMPLOYEE AND FAMILY ASSISTANCE PROGRAM

An Employee and Family Assistance Program is established for CUPE employees and their families. The cost of the benefit to the employee shall be shared equally between the College and the employee. Terms and conditions of the program shall be as agreed in the EFAP contract.

#### 26.04 COVERAGE REQUIRED BY LAW

The College shall deduct such sums that are required by law and make such contributions on behalf of the employees as legislation binding upon the College may require. Examples are: Employment Insurance, Canada Pension Plan and Municipal Superannuation Plan where applicable.

#### 26.05 EMPLOYEE'S RESPONSIBILITY FOR BENEFIT COVERAGE

It is understood and agreed that it is the responsibility of the employee to become familiar with details of coverage and requirements for eligibility of the benefit plans referred to in this Article and that neither the Union nor the College has responsibility for ensuring that all the requirements for eligibility or conditions of coverage or entitlement to benefits are met by the employee beyond the obligations specifically stipulated in this Agreement.

The College and the Union will make every effort to provide promptly any information regarding the plans available to any employee requesting it.

#### 26.06 MOVING EXPENSES

- a. The College of New Caledonia may make an allowance toward moving expenses for an appointee to the non-teaching staff.
- b. The term "moving expenses" shall include charges normally made by a moving company for packing and transportation of household effects. Travel, meals and lodging, and other personal expenses are normally not included.
- c. The maximum allowance is one-twelfth (1/12) of the appointee's initial annual salary rate. Employees who are authorized to submit a claim for moving

expenses must provide receipts from the transport company.

#### 26.07 PHARMACARE FORMULARY

Effective one month following the date of ratification, prescription drug reimbursements will only be issued for those prescription drugs that are included under the BC Provincial PharmaCare Formulary.

**ARTICLE 27 - GENERAL CONDITIONS****27.01 PYRAMIDING**

- a. The Union agrees that if an employee voluntarily holds an additional position(s) outside the bargaining unit, (ie an excluded or instructional position) the employee cannot compound the positions held or the related working hours for purposes of claiming entitlement to overtime compensation; changes in employment status; call out compensation; lay off or recall positions; or any other benefit entitlement not listed in paragraph (c ) below.
- b. The Union agrees that if a part-time employee voluntarily holds more than one (1) bargaining unit position to a maximum of forty (40) hours per week, the employee cannot compound the positions held or the related working hours for purposes of claiming entitlement to overtime compensation; changes in employment status; call out compensation; lay off or recall positions; or any other benefit entitlement not listed in paragraph (c) below.
- c. Part-time employees holding more than one (1) bargaining unit position may compound the positions for the purpose of entitlement to fringe benefits covered under Articles 26.01, 26.02, 26.03, & 26.04; sick leave allotment Article 20.02; and accumulation of seniority Article (10.03) (e) to maximum of full-time entitlement.

**27.02 EMPLOYEE APPOINTMENTS**

- a. At the time of employment and appointment, the employee and the College will acknowledge on a hiring form amongst other things:
  - i) The position for which the employee is hired;
  - ii) The starting date of the employment of the employee;
  - iii) Term of appointment or whether the term is definite or indefinite;
  - iv) The regular scheduled hours and days to be worked per week;
  - v) Subject to the provisions of Article 13 (Hours of Work), whether or not week-end work and/or rotating shift work will be a requirement of the hiring, in which event the College will attempt to stipulate when the week-end and/or rotating shift work required will commence.
  - vi) The minimum guaranteed hours for part-time employees whose hours may fluctuate and when layoff would occur.
- b. The hiring form above described will be used for determining the category of employment for the purpose of this Agreement.

### 27.03 MODIFICATION OF AGREEMENT

Any change deemed necessary in this Agreement may be made by mutual written agreement of the parties (after ratification of the union membership) at any time during the life of this Agreement.

### 27.04 CONTRACTING OUT

- a. The employer shall not contract out work regularly performed by classifications set out in this agreement without prior consultation of the Joint Standing Committee on Contracting Out. In addition, it is not the intent of the Union to limit the College's ability to contract out work that has been contracted out on or prior to January 29, 1983.
- b. The purpose of the Joint Standing Committee on Contracting Out shall be to determine if the work is that which would regularly be performed by classifications within the bargaining unit and whether or not there are any reasonable alternatives to contracting out. The employer will not contract out merely to avoid hiring casuals. Should the committee be unable to reach an agreement on a contracting out matter, the issue in dispute shall be referred immediately to expedited arbitration for a binding decision prior to the contract being awarded.

There shall be mutual agreement on an arbitrator who can hear the issues within five (5) working days of referral. A decision shall be rendered within two (2) working days.

Costs shall be shared as per Article 16.09 (c) (Arbitration).

It is agreed that in order to avoid delays, meetings will be at the call of either party ten (10) working days prior to any contract being finalized. There may be the occasional emergency situation where prior contact is not possible, in which case the College shall notify the Union Standing Committee immediately.

### 27.05 INDEMNITY

The College shall provide legal assistance to an employee with respect to any action, suit, or prosecution commenced against the employee arising from any acts or omissions committed by the employee during his/her required duties and assigned hours of work except that this provision shall not apply:

- a. If the acts or omissions committed by the employee constituted a breach of the terms of his/her employment or of College policy, or
- b. If the acts or omissions committed by the employee constituted a breach of any condition, statutory or otherwise, of any insurance policy which would otherwise be applicable, or
- c. If the acts or omissions committed by the employee constituted gross negligence.

If an employee received legal assistance in accordance with the above paragraph, the College shall be deemed to have waived any right of indemnity it might otherwise have against the employee.

27.06 EARLY RETIREMENT INCENTIVE PLAN

- 1. The College may offer to any employee the choice of an early retirement incentive provided the employee meets the retirement criteria established under the Municipal Pension Act:
- 2. An employee who has been offered an early retirement incentive by the College has the right to accept or decline within thirty (30) calendar days of the offer being made.

In the event of acceptance of an offer of early retirement, the employee's date of retirement shall be effective on a date mutually agreed upon between the College and the employee.

- 3. The retirement incentive will be paid in one (1) lump sum on the date of retirement or, for optimum tax advantage, on an agreed-upon deferred date or in predetermined installments acceptable to the employee and to be based in the following amounts:

Full Years to Retirement:	Payout:
1	20% of annual salary
2	40% of annual salary
3	60% of annual salary
4	80% of annual salary
5 or more	100% of annual salary

- 4. Subject to any requirements of the Municipal Pension Act:
  - a. Early retiring employees in receipt of a pension are advised that they may apply for basic medical and extended health benefit and dental coverage through the Superannuation Commission when they file a claim for pension. The Superannuation Commission makes appropriate deductions from the monthly

pension for premiums. Retired employees in receipt of a pension are advised that they are not allowed to choose to join these plans at a later date.

- b. Early retiring employees not immediately commencing receipt of a pension may elect to continue their basic medical, extended health and dental benefit coverage through the College during the period preceding receipt of pension, but in any event, not longer than five (5) years following retirement, provided that:
    - i. written notification of the intent to continue these benefits is provided to the Human Resources Department six (6) weeks prior to the date of early retirement (election must be made at this time);
    - ii. the individual maintains B.C. residency, and;
    - iii. the participant pays all premium costs.
5. Each employee who is offered an early retirement incentive is entitled to receive personal financial counseling conducted by a firm of qualified financial consultants selected by the College. Three (3) hours of consultation is available and up to three hundred dollars (\$300.00) for each consultation shall be paid by the College.



**ARTICLE 28 - DURATION OF AGREEMENT**

28.01 TERM OF AGREEMENT

This Agreement shall be in force effective from June 1, 2010 until midnight June 30, 2014. (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, 2014 present to the other party, in writing, proposed terms of a new or further Agreement and/or amendments to this Agreement.

28.02 CONTINUATION OF PRESENT AGREEMENT

In the event that a new or further Agreement is not entered into by the parties on or before the first day of July 2014, this Agreement will continue in force and effect until:

- a. the Union commences a strike; or
- b. the College commences a lockout; or
- c. the parties enter into a new or further agreement.


28.03 NO STRIKES OR LOCKOUTS

The College and the Union agree that there shall be no strikes or lock-outs during the term of this Agreement.

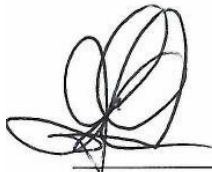
IN WITNESS WHEREOF the College Board has caused these presents to be sealed with the seal of the Board of the College of New Caledonia, Prince George, B.C. and signed by the Chair of the College Board and the Vice-President, Administration and Bursar, and the Canadian Union of Public Employees, Local #4951 has caused these presents to be executed under the hands of its proper officers duly authorized in that behalf, this

31st day of October 2013.

SIGNED, SEALED AND DELIVERED  
THE CANADIAN UNION  
OF PUBLIC EMPLOYEES,  
LOCAL 4951  
IN THE PRESENCE OF



LILY BACHAND, PRESIDENT  
C.U.P.E. LOCAL 4951



KEVIN McCONNACHIE  
C.U.P.E.

SEALED WITH THE SEAL OF THE BY  
BOARD OF THE COLLEGE OF  
NEW CALEDONIA,

AND SIGNED BY



ROBERT MURRAY, CHAIR  
COLLEGE OF NEW CALEDONIA  
BOARD



PENNY FAHLMAN, VICE-PRESIDENT  
FINANCE/ADMINISTRATION/BURSAR  
COLLEGE OF NEW CALEDONIA



RALPH NILSON  
VICE CHAIR, PSEA BOARD

<b>WAGE SCHEDULE</b>					
<b>BAND</b>	<b>CURRENT PAY EQUITY TARGET RATE</b>	<b>DEC 1/12 PAY EQUITY TARGET RATE</b>	<b>MAR 1/13 PAY EQUITY TARGET RATE</b>	<b>JUL 1/13 PAY EQUITY TARGET RATE</b>	<b>APR 1/14 PAY EQUITY TARGET RATE</b>
A	17.46	17.63	17.81	17.99	18.17
B	18.86	19.05	19.24	19.43	19.62
C	20.27	20.47	20.67	20.88	21.09
D	21.68	21.90	22.12	22.34	22.56
E	23.06	23.29	23.52	23.76	24.00
F	24.48	24.72	24.97	25.22	25.47
G	25.87	26.13	26.39	26.65	26.92
H	27.29	27.56	27.84	28.12	28.40
I	28.68	28.97	29.26	29.55	29.85
J	30.08	30.38	30.68	30.99	31.30
K	31.48	31.79	32.11	32.43	32.75
L	32.88	33.21	33.54	33.88	34.22
S	11.68	11.80	11.92	12.04	12.16
Shift Diff	.70	.71	.72	.73	.74

**LETTER OF AGREEMENT**

**BETWEEN: COLLEGE OF NEW CALEDONIA**  
**AND: C.U.P.E. LOCAL 4951**  
**RE: COLLEGE SECURITY**

The Union agrees to the principle of the protection of life and property. It is recognized that this principle is particularly important during the time of a labour dispute. To this end the Union agrees that, in the event of a labour dispute when security services are withdrawn, the use of individuals who are not members of the Union for such services will not be considered professional strikebreaking.

**College of New Caledonia**

Sandra Sassi  
[Signature]

**CUPE Local 4951**

Lily Bachand  
[Signature]

**Date:** November 10, 2011

**LETTER OF UNDERSTANDING**

**BETWEEN: COLLEGE OF NEW CALEDONIA**  
**AND: C.U.P.E. LOCAL 4951**  
**RE: COLLEGE EXPANSION**

The College and the Union recognize the importance of expanding access to degree-completion programs in the College region and also recognize the importance of ensuring that the initiation of new degree-completion programs or proposed expansions of College facilities proceed smoothly.

Therefore, should the College choose and be approved to offer degree-completion programs using college facilities or personnel, or should the pending proposed expansions of College facilities be approved, the College and the Union agree as follows:

1. That the C.U.P.E. Local 4951 shall be the sole bargaining agent for all employees whose duties are not primarily engaged in teaching functions.
2. It is not the intent of the college to thwart the normal growth of the work performed by the bargaining unit as the College's operations increase.
3. To facilitate Regional Campus operations it is understood that there are job functions and services that may not be feasible to provide through employees within the bargaining unit and therefore it may be necessary to utilize other service providers. In those instances, Article 27.04 would apply to any job or service that would be required for over 5 working days.

Current Collective Agreement provisions contained in Article 27.04 remain.

College of New Caledonia

CUPE Local 4951

Sandra Ross  
[Signature]

Lily Richard  
[Signature]

Date: November 10, 2011

**LETTER OF AGREEMENT**

**BETWEEN: COLLEGE OF NEW CALEDONIA**

**AND: C.U.P.E. 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 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 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.

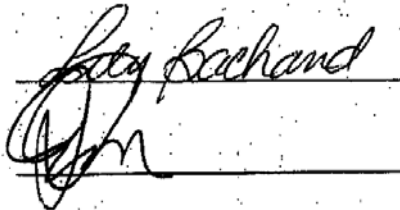
C. USAGE

- 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.

College of New Caledonia

CUPE Local 4951

  
\_\_\_\_\_

  
\_\_\_\_\_

Date: November 10, 2011



**LETTER OF AGREEMENT****BETWEEN: COLLEGE OF NEW CALEDONIA****AND: C.U.P.E. LOCAL 4951****RE: JOB SHARING**

The parties agree that where a regular full-time or seasonal full-time employee requests the opportunity to “job share”, the following provisions shall apply to the two employees who voluntarily job share a single position.

**Definition**

Job Sharing is a voluntary, alternative work arrangement whereby the duties and responsibilities of a full-time position may be restructured in a manner that would accommodate an employee’s objective of temporarily reducing his/her hours of work in the bargaining unit, and therefore permit two employees to fill a single position.

1. The request to job share must be submitted at least three (3) months prior to the anticipated start date of the job share to the Manager that the job reports to with a copy to the Union and Human Resources.
2. An employee initiating a job share proposal may request the assistance of the College if s/he is unable to locate a partner. In that event, the College agrees to post the position and to select a candidate in accordance with Article 9.01. The employee shall then submit the job share proposal to his/her Supervisor in accordance with (3) below.
3. The employee(s) proposing the job share shall indicate in writing the hours and days of the week allocated to the job share portion and information regarding the division of duties and responsibilities.
4. Both employees must have successfully completed a probationary period at the College, and possess the skills, knowledge and ability to perform the duties and responsibilities of the position.
5. Where the request is approved, the College shall provide each employee and the Union with a letter covering the terms and conditions of the job sharing arrangement which shall become a specified written agreement setting out the names of the participants, the position to be shared, and the division of duties and responsibilities.
6. Under normal circumstances, the regular daily and weekly hours of the position shall remain unchanged as a result of the job sharing arrangement unless otherwise varied

by the terms and conditions outlined in the Job Sharing Arrangement.

7. If, for any reason, one partner chooses to discontinue, or is unable to continue in the arrangement, the Job Sharing Arrangement shall be discontinued upon twenty (20) working days written notice.
8. The College reserves the right to discontinue the Job Sharing Arrangement upon twenty (20) working days written notice provided it can be demonstrated that the Arrangement is not fulfilling the needs of the full-time position being shared.
9. A shared position shall in all respects be treated as though it were a single position with regard to scheduling and job description.
10. A work schedule shall be set out in advance showing the days, and hours of shifts to be worked by the job sharing partners.
11. During the period of the Job Sharing Arrangement, vacation and sick leave entitlement shall be prorated. Previously accumulated vacation and sick leave entitlement shall not be affected.
12. During the period of the Job Sharing Arrangement, fringe benefits shall be offered (subject to Carrier conditions) to both employees and the premiums shall be prorated based upon their workload percentage.
13. Pensionable service shall be calculated based upon the workload percentage in accordance with the Municipal Pension Plan requirements.
14. The Job Sharing Arrangement shall have a specified term, up to a maximum of twelve (12) months. The job sharing arrangement may be renewed with the mutual agreement of the College and the affected employees with notification to the Union.
15. Articles 10 (Seniority) and 11 (Layoff) shall apply to both partners in the Job Sharing Arrangement in accordance with the employment category of each partner (i.e. full-time regular accrues seniority on a pro-rata of calendar months, part-time accrues by actual hours worked).
16. Overtime eligibility for each partner in the Job Sharing Arrangement shall be determined on the basis of Article 14 as applied to the positions total working hours on duty rather than the personal total working hours on duty of each partner.
17. It is agreed that an employee shall only be a partner in one Job Sharing Arrangement at any given time.
18. It is agreed that a full-time regular employee or a full-time seasonal employee who is a partner in a Job Sharing Arrangement shall not be permitted to occupy another position within the bargaining unit at the same time as s/he is involved in the Job

Sharing Arrangement.

19. At the conclusion of the Job Sharing Arrangement, each employee is assured of resuming at least his/her previous position and duties.
20. It is agreed that if the employee who initiated the Job Sharing Arrangement terminates his/her employment with the College, the Job Sharing Arrangement ceases to exist.
21. Other conditions not specifically mentioned herein shall be as described in the Collective Agreement. Matters not covered by the Collective Agreement shall be agreed to by the College, the employees involved, and the Union.

College of New Caledonia

Sandra Ross  
[Signature]

CUPE Local 4951

[Signature]  
[Signature]

Date: March 12, 2013

**LETTER OF AGREEMENT****BETWEEN: COLLEGE OF NEW CALEDONA****AND: C.U.P.E. LOCAL 4951****RE: SELF-DIRECTED HOURS**

The parties recognize that there are positions in the College where the duties and responsibilities require the flexibility of self-directed working-hours. In these positions, the working hours are determined by the employee, using his/her own discretion as to the most effective application of those hours to meet the operational requirements of the College. Priorities for the position shall be set by the employee's manager, in consultation with the employee. In these circumstances, it is agreed that:

1. The position must be identified by the College as having self-directed hours and written notification given to the Union Chair of the Standing Committee and the employee. Self-directed hours permit the employee to adjust the schedule of daily or weekly hours worked.
2. Total hours worked bi-weekly shall not exceed seventy (70) hours. Any hours in excess of the seventy (70) hours shall be overtime and shall require the prior approval of the employee's manager.
3. Self-directed hours will not produce any additional cost for the College (eg. non-scheduled overtime or non-scheduled shift differential), and will not result in any noticeable reductions in service.
4. The parties agree that the Standing Committee shall receive the list of positions that currently have self-directed hours biannually (June and December). Every employee occupying a position identified as having self-directed hour shall receive written notification to that effect as well as a copy of this Letter of Agreement.

**College of New Caledonia**  
\_\_\_\_\_**CUPE, Local 4951**  
\_\_\_\_\_**Date:** May 20, 2013

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN:** COLLEGE OF NEW CALEDONIA  
**AND:** C.U.P.E. LOCAL 4951  
**RE:** BARGAINING UNIT EXCLUSIONS

The parties agree that in accordance with the recognized interpretations of the Labour Relations Board of British Columbia relating to managerial and/or confidential positions, the following positions are not included in the bargaining unit:

Administrative Assistant to the Executive Office	Executive Assistant Human Resources
Advisor, Aboriginal Education	Executive Assistant, Vice-President Academic
Assistant Manager, Facilities Services	Executive Director, Human Resources
Assistant Registrar	Executive Office Administrator
Associate Dean, School of Health Sciences	Executive Vice-President, Academic
Associate Dean, School of Trades & Technologies	Head of Reference Services
Associate Director, Community & Continuing Education	Human Resources Administrator
Associate Director, Continuing Education	Human Resources Assistant
Associate Director, Facilities Services	Human Resources Advisors
Associate Director, Human Resources	Labour Relations Coordinator
Associate Director, Information Technology Services	Manager, Aboriginal Resource Centre & Senior Policy
Associate Director, International Education	Manager, College Store
Associate Directors, Regional Campus	Manager, Communication Services
Associate Registrar	Manager, Enterprise Development Centre
Associate Vic President, Academic	Manager, Facilities Services
Budget Officer	Manager, Finance & Administration
Chief Information Officer	Manager, Financial Planning & Operations
Controller	Manager, Food Services
Dean, Arts & Sciences	Manager, Fundraising
Dean, Business & Technologies	Manager, International Recruitment & Marketing
Dean, College Foundations	Manager, Marketing & Enrolment Services
Dean, School of Academic Foundation & HR	Manager, Media Services
Dean, School of Academic Studies	Manager, Campus Development
Dean, School of Community & International Education	Manager, Purchasing
Dean, School of Health Sciences	Manager, Public Relations & Student Information
Dean, Trades & Technologies	Manager, Retail & Dining Services
Director, Communications & Development	Manager, Safety & Security
Director, Community, Industry & Business Initiatives	Manager, Small Woodlands
Director, Facilities Services	Manager, Student Residence
Director, Human Resources	Operations Manager, International Education
Director, Institute for Learning and Teaching	President
Director, Learning Support	Registrar
Directors, Regional Campus	Safety Coordinator
Director, Resource Centres	Supervisors, Regional Campuses
Director, Special Projects	Vice-President, Academic
Director, Student Services	Vice-President, Community & Student Services
	Vice-President Finance/Admin/Bursar
	Vice-President Student Services

Where the College wishes to exclude from the bargaining unit any existing bargaining unit positions during the term of the Collective Agreement, the College will seek

agreement to such exclusion through the Union Standing Committee. Where the Parties are unable to reach agreement the matter may be referred by the College to the Labour Relations Board.

**College of New Caledonia**

**CUPE Local 4951**

*Sandra Rossi*

*Lily Sachand*

*[Signature]*

*[Signature]*

Date: *March 13, 2012*

**LETTER OF UNDERSTANDING  
WITHOUT PREJUDICE OR PRECEDENT**

**BETWEEN: COLLEGE OF NEW CALEDONIA**  
**AND: C.U.P.E. LOCAL 4951**  
**RE: PAY FOR STAFF ON UNION BUSINESS**

In order to ensure that staff, who are required to be off the job for the purposes of conducting union business, are not disadvantaged relative to pensionable service, the parties agree:

1. THAT there will be salary and benefits continuance for the time off for the purpose of conducting Union business;
2. THAT the College will bill the Union for such time; and
3. THAT the Union will reimburse the College immediately for the full costs associated with the individual(s) time off.

Procedures for requesting time off remain in accordance with the Collective Agreement between the parties. In addition, individuals requesting time off will complete an application for leave solely identifying the leave is for union business and monthly all forms will be forwarded, the appropriate Division/Department/Region, to Accounts Receivable for processing.

**College of New Caledonia**

*Samuel Rasse*

*AMOR*

**Date:** November 10, 2011

**CUPE Local 4951**

*Lily Bachand*  
*[Signature]*

**LETTER OF AGREEMENT**

**BETWEEN: COLLEGE OF NEW CALEDONIA**

**AND: C.U.P.E. LOCAL 4951**

**RE: PYRAMIDING TRANSITION**

The parties agree that Article 27.01 language as written in the 1996-2000 collective agreement shall continue to apply to the four full-time employees identified by the College who hold more than one position under the Pyramiding provision.

Specifically, these employees are subject to the following provision:

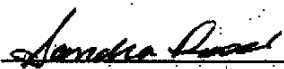
1996/2000 Collective Agreement Language:

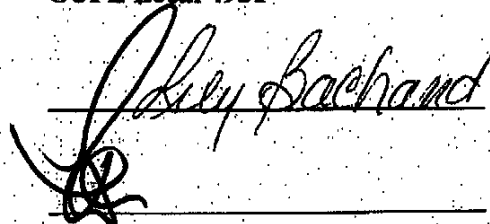
*The Union agrees that if an employee voluntarily holds more than one position within the College, whether the additional position is held as a member of the bargaining unit or otherwise, the employee cannot compound the positions held or the related working hours for purposes of claiming entitlement to overtime compensation; changes in employment status; call out compensation; layoff or recall positions; or any other benefit entitlement.*

The parties agree that these employees shall not be entitled to voluntarily hold any positions beyond the 96/00 pyramided positions. These pyramiding provisions shall expire with any increase to the number of part-time hours, or reclassification, resignation, or termination from the part-time position.

**College of New Caledonia**

**CUPE Local 4951**

  
\_\_\_\_\_

  
\_\_\_\_\_

**Date:** November 10, 2011



**Memorandum of Agreement**

**Between: College of New Caledonia**

**And CUPE Local 4951**

**RE: Minimum Scheduled Hours of Work per Day**

Whereas the College has stated during 2006 negotiations that their intent is not to create a two (2) hour workforce but requires the change to Article 13.05 to accommodate services.

And whereas in 2006 negotiations to renew the terms of the 2003-05 Collective Agreement the College and the Union have agreed at Article 13.05 of the Collective Agreement to revise the minimum shift from four to two hours.

Now Therefore the Parties agree that:

1. For all existing Regular Employees employed on March 23, 2006 the following language shall apply:

“Unless specifically modified elsewhere in this agreement, the minimum scheduled hours of work per day shall be four (4) hours.”

2. This change to the language of Article 13.05 will not be used to avoid paying overtime that currently occurs during peak periods.

**College of New Caledonia**

*Sandra P... ..*  
*[Signature]*

**CUPE, Local 4951**

*[Signature]*  
*[Signature]*

**Date:** *November 8, 2012*

**Memorandum of Agreement**

**Between: College of New Caledonia**

**And CUPE Local 4951**

**RE: Establishment of Bi-Weekly Periods for Employees who Work Self-Directed Hours and Modified Work Weeks**

Whereas the College has employees in the bargaining unit who work self-directed hours and modified work weeks;

And Whereas the effect of such self-directed hours and modified work weeks is that in the absence of clearly defined bi-weekly periods, employees working self-directed hours and modified work weeks may unintentionally and without the approval of a supervisor arrange their schedules so as to attract overtime payments;


And Whereas the Parties agree that certainty with respect to the attraction of overtime hours in the scheduling of work is to the mutual benefit of all Parties.

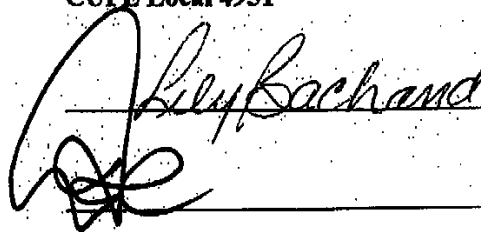
Now Therefore the Parties agree as follows:

1. For the purposes of employees in the bargaining unit who work self-directed hours and modified work weeks the Parties will establish normal bi-weekly periods.
2. Such bi-weekly periods shall coincide with the work week definition provided for at Article 13.04a. Therefore the bi-weekly period will begin at 12:01 a.m. on a Sunday and shall end at 12:00 midnight on the second following Saturday.
3. The first such bi-weekly period will commence at 12:01 a.m., Sunday, April 9, 2006 and shall conclude at 12:00 midnight, Saturday, April 22, 2006. Each bi-weekly period will follow accordingly thereafter, until such time as the bi-weekly period may be adjusted by the mutual agreement of the Parties.

**College of New Caledonia**

**CUPE Local 4951**

  
\_\_\_\_\_

  
\_\_\_\_\_

Date: November 10, 2011

## **Regarding Article 8**

March 15, 2006

To: Ms. Julie Carew  
Chief Spokesperson  
PPWC Local 29

From: Dan Bradshaw  
Director, Human Resources  
College of New Caledonia

### **Subject: HR Department's Role in the Administration of Job Descriptions**

During the course of 2006 Collective Bargaining for the renewal of the 2003-05 Collective Agreement between the Parties, the above noted matter was the subject of discussions. I am writing to you with remarks intended to clarify this matter.

The role of Human Resources (HR) is to assist in the development, review and revision of job descriptions. In providing this assistance HR must attend to the following needs:

- Ensure that the job description, both with regard to duties and qualifications, accurately describe the job. This is critical from the College's perspective in that an accurately described job can make a significant contribution to recruitment efforts and to setting out clear expectations that assist an employee in the performance of their job. From the employee's perspective there is that same need for clear expectations as well as the additional and appropriate need to have an accurately described job for the purpose of setting compensation.
- Ensure that the job description is appropriately aligned with the overall scheme of job descriptions within the College. Simply put, to the extent that any given job is different from the next, then those differences should be captured in both the duties and qualifications. At the same time, where there are no such differences in duties and qualifications from one job to the next, then there is no need for differences in job descriptions. The more that we are able to achieve that balance the greater the certainty that we can have in the overall integrity of our job description and compensation scheme.

The HR Department carries out its role and meets the needs described above by:

- Reviewing revised and new job descriptions in order to understand any changes in revised jobs or the overall purpose and needs of new jobs.

- Reviewing and commenting on revised and new job descriptions in order to ensure alignment between:
  - The duties and qualifications of the position; and
  - The duties and especially qualifications of the position relative to both general understandings that HR would have as to “what is required to do the job” as well as HR’s understanding of the job relative to other comparator positions in the College (including any relevant “benchmark” positions).

Feedback on these matters is provided to the Department seeking to revise or create the position and adjustments to the job description are made accordingly.

A challenge to carrying out the role as described above is that individual employees and departments will bring a unique perspective and knowledge to the needs and requirements of a given position, whereas HR approaches its role with broader knowledge as well as broader institutional responsibility for the College’s job descriptions. It is the responsibility of the HR Department to bring that broader knowledge and responsibility into the equation of the preparation of any given job description in a way that balances and meets both individual and institutional needs and the HR Department will meet that responsibility.

COLLEGE OF NEW CALEDONIA

Janet Rossi

[Signature]

CUPE LOCAL 4951

Lyle Sachand

[Signature]

Date: November 10, 2011

This Memorandum of Agreement was re-signed during the 2010 round of collective bargaining in order to reflect the change in certification as ordered by the Labour Relations Board on September 24, 2009. The parties agree that this is a housekeeping change only and that the parties are not altering the interpretation or application of any of the provisions of the Memorandum.

March 2006

To: Ms. Julie Carew  
Chief Spokesperson  
PPWC Local 29

From: Dan Bradshaw  
Director, Human Resources  
College of New Caledonia

**Subject: Application of Article 9.01 of the CNC-PPWC Local 29 Collective Agreement**

During the course of 2006 Collective Bargaining for the renewal of the 2003-05 Collective Agreement between the Parties, the above noted matter was the subject of discussions. The conclusion of those discussions was agreement that the most beneficial course of action was for the College to prepare this letter and include it at the back of the renewed Collective Agreement so that it was available for the information of operational staff employees and their managers.

The purpose of the letter is to describe as clearly as it is practical to do so, the College's application of Article 9.01 of the Collective Agreement. That application is as follows:

1. The College's primary consideration in filling a vacancy is to hire the most qualified applicant to perform the duties and meet the requirements of the position. An applicant's qualifications are made up of his/her job-related knowledge, skills and abilities.

The extent to which the College will give weight and place importance on job-related knowledge versus skills versus abilities will vary from position to position. What is critical in order for the College to make the best possible hiring decision as well as to ensure fairness in its selection process is to apply the chosen weighting equally in the case of all applicants to a given position.

2. Selecting the most qualified applicant for a position requires the College to prepare and implement a rigorous selection process that at a minimum will involve a well prepared and structured interview. The evaluation process may also involve other forms of evaluation including tests, written or oral presentations, role-playing and hands-on demonstrations of the skills and abilities required to perform the position.

In order to make the best possible hiring decision as well as to ensure fairness in its selection process, the College must evaluate applicants against the job-related knowledge, skills and abilities that are most critical to success in the position, and not simply against those that are easiest to measure.

3. Where at the conclusion of the selection process the College determines that two or more applicants are relatively equal, then and only then shall seniority become a factor in the selection process, namely that the position will be awarded to the senior applicant within the bargaining unit. This use and application of seniority should be consistent in all selection decisions regardless of whether the applicants are internal or external to the bargaining unit.
  
4. Where at the conclusion of the selection process the College determines that all candidates have demonstrated themselves to be deficient in some requirement(s) of the position the College may choose to either re-post the position or to select one of the applicants to the position. In the latter case the College must still select the most qualified candidate and where two or more applicants' qualifications are relatively equal then award the position to the senior applicant within the bargaining unit.

Where the successful applicant has demonstrated him/herself to be deficient in some requirement(s) of the position, the College should clearly identify those deficiencies to the successful applicant. The College should also conclude with the applicant on those plans and expectations that may be put into place for the applicant to address those deficiencies.

I trust that the above meets the purpose it is intended for, namely to describe the College's application of Article 9.01 of the Collective Agreement.

COLLEGE OF NEW CALEDONIA

*Sancho Rossi*

*[Signature]*

CUPE LOCAL 4951

*Lily Bachand*  
*[Signature]*

Date: *November 10, 2011*

This Memorandum of Agreement was re-signed during the 2010 round of collective bargaining in order to reflect the change in certification as ordered by the Labour Relations Board on September 24, 2009. The parties agree that this is a housekeeping change only and that the parties are not altering the interpretation or application of any of the provisions of the Memorandum.

## MEMORANDUM OF AGREEMENT

- Between:** College of New Caledonia  
(hereinafter referred to as the Employer)
- And:** Faculty Association of the College of New Caledonia  
(hereinafter referred to as the Faculty Association)
- And:** Canadian Union of Public Employees, Local 4951  
(hereinafter referred to as the CUPE)

This Memorandum is subject to ratification of the principles of the parties signatory hereto, and all parties agree to recommend to their respective principles, acceptance of all terms and conditions contained herein and the attached documents.

This Memorandum sets out the terms and conditions which have been agreed between the Parties with respect to matters raised as a consequence of a Section 34 Application before the Industrial Relations Council regarding employees associated with the Volunteer Adult Literacy Training Program (VALT).

It is hereby agreed that:

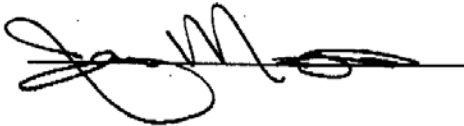
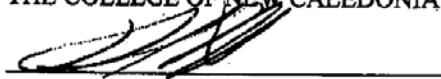
1. The existing positions associated with the VALT program shall be part of either the CUPE or Faculty Association bargaining units.

As agreed, the existing position in Prince George shall be part of the Faculty Association, the existing position in Quesnel shall be part of the Faculty Association. The remaining positions in Burns Lake, Vanderhoof, and Mackenzie shall remain in the CUPE bargaining unit. When employees in Burns Lake, Vanderhoof, and Mackenzie are doing tutor training and assessment of students, they shall be faculty employees.

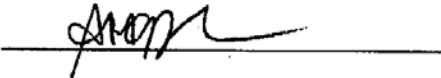
2. All faculty contracts relating to VALT programs will not longer be considered General Interest Contracts.
3. The College will accept the mutual decision of the CUPE and the Faculty Association in determining the bargaining unit status of positions associated to VALT, and any other positions which may in the future be in dispute.
4. The Parties have defined a dispute resolution mechanism to settle bargaining unit jurisdictional disputes in the future. The dispute resolution mechanism is attached as "Appendix A".

- 5. The Parties will accept the definition of "primarily engaged in teaching functions" as the interpretation guidelines in future disputes. The definition is attached hereto as "Appendix B".
- 6. Existing positions, other than VALT will not be the subject of a dispute unless and until there is a significant change in the job duties of the position.

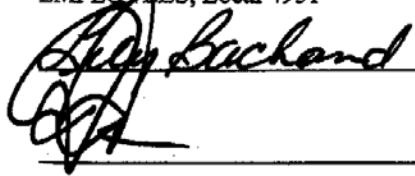
Signed on behalf of  
FACULTY ASSOCIATION OF  
THE COLLEGE OF NEW CALEDONIA



Signed on behalf of  
THE COLLEGE OF NEW CALEDONIA



Signed on behalf of the  
CANADIAN UNION OF PUBLIC  
EMPLOYEES, Local 4951



Date March 13, 2013

*Original memorandum was dated Dec. 9, 1993, and signed by*

*FACULTY ASSOCIATION OF  
THE COLLEGE OF NEW CALEDONIA  
George A. Davison  
Joan M. Connors*

*THE COLLEGE OF NEW CALEDONIA  
T. A. Weninger*

*PULP PAPER AND WOODWORKERS  
OF CANADA, LOCAL 29  
Nancy Bull  
Sue McAllister*



## Appendix A

This memorandum sets out the terms and agreements that have been reached between the CUPE, Local 4951, the Faculty Association of the College of New Caledonia and the College of New Caledonia with respect to matters raised as a consequence of the Section 34 application regarding employees associated with VALT (Volunteer Adult Literacy Training).

- 1) The parties agree that positions associated with VALT shall be part of either the CUPE or the Faculty Association bargaining units. Faculty contacts related to VALT will no longer be General Interest contracts.
- 2) The College agrees to accept the mutual agreement of the CUPE and the Faculty Association as determining the bargaining unit status of positions associated with VALT.
- 3) In the event of a jurisdictional dispute the following process will be followed:
  - a) The process can be initiated by any party, by written notice to the other party, when a position is created or the duties of an existing position are changed. The written notice must be given within ten (10) calendar weeks of the time either party could have reasonably become aware of the action.
  - b) Upon initiation, all parties shall meet and within twenty-one (21) days shall attempt to reach a mutual agreement.

The parties may, by mutual consent, waive any stage or time limits of the procedures described in 3a and 3b.

- c) If an agreement is not reached, the matter shall proceed to an informal arbitration process.
  - An arbitrator shall be chosen on a random basis from the following list of names.

Bob Blasina	<u>Irene Holden</u>
Shona Moore	<u>Bob Diebolt</u>

- The matter will be heard by the arbitrator within ten (10) weeks of the date s/he is selected. In the event that the arbitrator selected cannot hear the matter within this 10 week time limit, the parties shall make a further choice, using the random selection process, until an arbitrator is available to conduct a hearing within the ten (10) week time limit.

## Appendix B

## ARBITRATOR'S INTERPRETATION GUIDELINE

This guideline is intended to assist the arbitrator in determining whether or not a disputed position is "primarily engaged in teaching functions".

Outline of Teaching Functions

Inclusion of the following elements in a position may lead to the individual being considered to be "primarily engaged in teaching".

- 1) The exercise of professional judgement and training to determine what is educationally appropriate in:
  - a) the development/alteration of curricula
  - b) the selection, introduction and/or initial delivery of new or consequential materials, concepts, ideas or techniques to individuals or groups of individuals in an educational setting
  - c) the specification of educational data, activities and resources
- 2) The provision of professional advice to individuals in an educational setting which requires specialized subject expertise and knowledge that is acquired through training and education such as in the fields of librarians and counsellors.
- 3) The exercise of professional judgement in the independent assessment and/or evaluation of individual performance and grade assignment

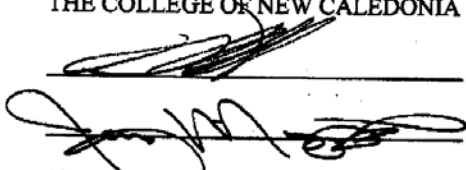
Factors Relating to "Primarily Engaged In"

The following factors may be considered, though none by itself determine the issue.

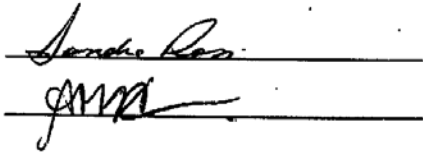
- 1) The nature and degree of the functions actually performed;
- 2) Education, training and background required;
- 3) Terms and conditions of employment
  - The arbitrator is limited to the issue at hand and must apply the facts, as presented by the parties, to an "interpretable basis" that provides demarcation between the CUPE bargaining unit and the Faculty Association bargaining unit.

- Costs shall be shared equally between the parties.
  - No party shall use legal representation at the table but will have the opportunity to seek counsel's advice as deemed necessary. Each party will appoint a designated spokesperson.
  - All parties will make every effort to present their position in a manner which will limit the arbitration process to one day. In the event that a number of issues are being discussed, the time allowed may be adjusted.
  - The arbitrator shall report his/her decision within one calendar week to all parties.
- 4) The College agrees to accept the definition "primarily engaged in teaching functions" that the CUPE and the Faculty Association agree upon and the mechanism for resolving disputes.

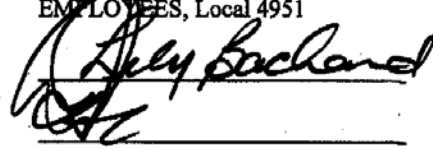
Signed on behalf of  
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 THE COLLEGE OF NEW CALEDONIA



Signed on behalf of  
 THE COLLEGE OF NEW CALEDONIA



Signed on behalf of the  
 CANADIAN UNION OF PUBLIC  
 EMPLOYEES, Local 4951



Date March 13, 2012

*Original memorandum was dated Dec. 9, 1993, and signed by*

**FACULTY ASSOCIATION OF  
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*George A. Davison  
 Joan M. Connors*

**THE COLLEGE OF NEW CALEDONIA**  
*T. A. Weninger*

**PULP PAPER AND WOODWORKERS  
 OF CANADA, LOCAL 29**  
*Nancy Bull  
 Sue McAllister*

**LETTER OF AGREEMENT**

**BETWEEN: COLLEGE OF NEW CALEDONIA**

**AND: C.U.P.E. LOCAL 4951**

**RE: CONVERSION TO FULL-TIME POSITIONS**

The parties agree where the Union identifies a position classified as part-time (excluding casuals) which has been filled at an average of thirty-three (33) hours per week in a thirty-five (35) week period, the College agrees that the Joint Standing Committee will meet and reach a mutually acceptable resolution.

**College of New Caledonia**

*Sandra Korn*

*AMPA*

**CUPE, Local 4951**

*Lily Richard*

*[Signature]*

**Date:** *May 9, 2011*

## **LETTER OF UNDERSTANDING**

### **POST-SECONDARY EARLY INTERVENTION PROGRAM**

The Parties agree to develop an Early Intervention Program (EIP) with the following characteristics:

- The purpose of the program is rehabilitative; each employer covered by this agreement will develop an administrative approach to implement the program that will be reviewed with its local union;
- Where an employee is absent for five (5) or more consecutive days or work or where it appears that there is a pattern of consistent or frequent absence from work, the employee may be referred for participation in the EIP. If an employee is referred, the employee must participate in the EIP;
- Assessment of an employee's eligibility for the EIP will continue through the period of the employee's absence;
- The employee will provide the information necessary for the employer, the union, and the disability management services provider to determine the employee's prognosis for early managed return to work;
- The parties jointly must maintain the employee's medical records and related records as confidential; managers will only be provided with information necessary for rehabilitative employment; and
- An employee enrolled into the program is entitled to union representation; the union agrees to maintain the confidentiality of the employee's medical and related records.

The parties will establish a committee of five (5) members each that will develop detailed implementation plans for the Early Intervention Program.

The committee will commence meetings by January 5, 2013 and will conclude by January 31, 2013. In the event that the parties are unable to reach agreement on the program by January 31, 2013, they agree to submit their differences to an arbitrator agreed to by the parties, by February 14, 2013. The arbitrator must adhere to the principles outlined above, and the parties will request that the arbitrator will issue his/her decision on the design of the plan by February 21, 2013 for implementation by March 1, 2013.

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