

COLLECTIVE AGREEMENT

BETWEEN

LANGARA COLLEGE

– AND –

THE BRITISH COLUMBIA NURSES' UNION

Term of Agreement

APRIL 1, 2012 TO MARCH 31, 2014

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THIS AGREEMENT made and entered into this April 1, 2012.

BETWEEN:

LANGARA COLLEGE
(hereinafter called the “College”)
OF THE FIRST PART

AND:

THE BRITISH COLUMBIA NURSES’ UNION
(hereinafter called the “Union”)
OF THE SECOND PART

WHEREAS the College is an Employer within the meaning of the “Labour Relations Code of British Columbia”;

AND WHEREAS the Union herein has been granted the bargaining rights for the Registered and Graduate Nurses employed by the College Health Services;

AND WHEREAS the parties have carried on collective bargaining under the terms of the said Act and have reached an agreement as hereinafter expressed;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto agree with each other as follows:

ARTICLE 1 – DEFINITIONS AND ELIGIBILITY FOR EMPLOYEE BENEFITS

1.1

“Union” shall mean the British Columbia Nurses’ Union.

1.2

“Certification” shall mean the Certification awarded by the Labour Relations Board to the British Columbia Nurses’ Union.

1.3

“Employee” shall mean any graduate nurse covered by the Certification.

1.4

“College” shall mean the Langara College named in the Certification.

1.5

“Probationary Employee” shall mean an employee who is occupying an established position during the probationary period as defined in Article 11.

1.6

“Regular Full-Time Employee” means an employee who, having satisfactorily completed the six (6) month probationary period has been appointed to the permanent staff by the College Board, is employed on a full-time basis for thirty-five (35) hours per week and is not a temporary full-time employee as defined in 1.8 hereof. A regular full-time employee is entitled to all benefits provided by the Agreement.

1.7

“Regular Part-Time Employee” means an employee who, having satisfactorily completed the six (6) month probationary period, has been appointed to the permanent staff by the College Board, is employed on a regular part-time schedule of weekly hours which are less than thirty-five (35) and is not a temporary part-time employee as defined in 1.9 hereof. A regular part-time employee is entitled to all employee benefits except as otherwise provided on a proportionate basis with the exception of medical, dental, and extended health which shall be on the same basis as a regular full-time employee.

1.8

“Temporary Full-Time Employee” means an employee who is employed on a full-time basis for thirty-five (35) hours per week for a definite and limited period of time (which may be extended or curtailed by circumstances which could not be foreseen at the time of hiring).

A temporary full-time employee is entitled to all employee benefits except as otherwise provided upon their satisfactory completion of six (6) continuous months of service.

1.9

“Temporary Part-Time Employee” means an employee who is employed on a regular part-time schedule of weekly hours which are less than thirty-five (35) for a definite and limited period of time (which may be extended or curtailed by circumstances which could not be foreseen at the time of hiring).

A temporary part-time employee, upon the satisfactory completion of the equivalent of six (6) months continuous full-time service, is entitled to all employee benefits except as otherwise provided on a proportionate basis with the exception of medical, dental and extended health which shall be on the same basis as a Temporary Full-Time employee.

A temporary employee shall receive a letter of appointment stating their employment status and, where practical, the expected duration of employment of hours of work available.

1.10

“Casual Employee” means an employee who is employed on an irregular basis for the purpose of providing short-term relief in the case of absence, or any employee other than an employee defined in clauses 1.6, 1.7, 1.8 and 1.9 hereof. A casual employee is entitled to the minimum provisions of the Employment Standards’ Act of B.C. A casual employee shall receive a letter of appointment stating their employment status.

1.11

“Call-In” applies when a casual or part-time employee is required to report for regular work duties.

1.12

Wherever the feminine gender or singular is used, the same shall be construed as meaning the masculine or plural unless otherwise specifically stated.

ARTICLE 2 – TERM OF AGREEMENT

2.1

This Agreement shall be in full force and effect from the first (1st) day of April, 2012 to the thirty-first (31st) day of March, 2014, both dates inclusive.

2.2

Notice to commence collective bargaining for a new contract may be given by either party four (4) months prior to the expiry date of the contract and where no notice is given by either party, sixty (60) days or more prior to the date of expiry of the Agreement, both parties shall be deemed to have given notice sixty (60) days prior to the date of expiry of the Agreement.

ARTICLE 3 – MANAGEMENT RIGHTS

3.1

The Union recognized the exclusive right of the College to manage the College's affairs and to direct and discipline the employees, subject to the terms of this Agreement.

3.2 Policies

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

ARTICLE 4 – UNION RECOGNITION

4.1

The College recognized the Union as the exclusive bargaining agent for all employees for whom the Union has been certified as bargaining agent.

4.2 Individual Agreement

The College agrees not to enter into any agreement or contract with the employees covered by this Agreement individually or collectively which in any way conflicts with the terms and provisions of the Agreement.

4.3 Stewards

- A) The College agrees to recognize one employee who is designated by the Union as a steward to act on behalf of the employees.
- B) The name of the steward shall be supplied to the College by the Union and the College shall be advised by the Union in writing of any changes.
- C) A steward shall be allowed, as indicated herein, reasonable time while on duty without loss of salary to process grievances or matters relating to this Agreement.
- D) A steward shall not interrupt normal operation of the College.

- E) One employee who is a member of the Union's Negotiating Committee shall be granted leave of absence without loss of pay in order to conduct negotiations, which shall include mediation and arbitration process if so required.
- F) At the time of hire, the College shall provide the new employee with a copy of the Collective Agreement, the name of the steward and a copy of the dues authorization form which has been forwarded by the Union. The College shall provide the Union with a monthly list of new and terminated employees (if applicable at the month) and the list shall specify the status of the employee.

4.4 Dues Deductions

All employees who are covered by the Certificate of Bargaining Authority shall, as a condition of continuing employment, authorize a deduction from their pay cheques in the amount of the union dues payable to the Union by a member of the bargaining unit.

In accordance with the provision of Part 2, Section 16 of the Labour Relations Code, the College shall deduct from the wages of any employee covered by this Agreement, union dues levied in accordance with the by-laws of the Union. For new employees, these deductions will commence the first of the month coincident with or next following the date of appointment.

Upon receipt of written notice from the Union, the College shall terminate the services of any employee who does not authorize the dues deduction as above.

The Union shall inform the College in writing of the amount of dues to be deducted from each employee. The Union shall advise the College in writing sixty (60) days in advance of any change in the amount of dues to be deducted.

The College shall remit such dues to the Union within twenty-eight (28) calendar days from the date of deduction, together with a written statement containing the names of the employees for whom the deductions were made and the amount of each deduction.

4.5 Leave Without Pay (Union Business)

- A) With the approval of the Director, Health Services, employees delegated by the Union to attend to Union affairs may be granted necessary leave of absence without pay to accommodate such involvement; it being understood that such involvement; it being understood that such leave of absence shall be mutually agreed upon between the Director, Health Services and the employee and that such approval shall not be unreasonably withheld:
 - i) Members who are appointed or elected as representatives to the Council of the Union, to attend regular or special meetings of that body or any of its standing committees.
 - ii) Employees on leave of absence due to official union business specified in this Article shall have their salaries and benefits maintained for scheduled work days, provided the Union reimburses the College in full for the costs of maintaining such salaries and benefits.
 - iii) Annual Convention: employees who are appointed or elected to represent a region at the Annual Convention of the Union.
 - iv) An employee who holds the position of full-time president or council member with the Union may be granted a leave of absence without pay for the period which the employee

holds the position. For leave requests that are subject to operational requirements, the Employer will consider all of the circumstances including the length of notice provided, and will make all reasonable efforts to grant the leave.

- B) Notice Required: the employee or Union shall give sufficient advance notice to the College of the request for leave of absence in order to minimize disruption to the operation of the health service.

4.6 Contracting Out

The College will not make a practice of contracting out work that would result in the layoff of permanent employees.

If the College contracts out work and layoffs are necessary, the College will:

- A) Make every effort to notify the Union at least one hundred and twenty (120) calendar days before the date of layoff; in no case will the notice be less than ninety (90) calendar days; and
- B) Fully inform the Union of all the circumstances; and
- C) Fully consult with the Union to identify ways to avoid layoffs.

Employees affected by this article will have access to Article 10 – Promotion, Demotion or Lay-Off.

ARTICLE 5 – GRIEVANCE PROCEDURE

5.1 Grievance

During the term of this Agreement, any differences concerning the dismissal, discipline or suspension of an employee or the interpretation, application or operation or any alleged violation of this Agreement, including any question as to whether any matter is arbitrable, will, without stoppage of work, be finally and conclusively settled by the following procedure:

Step 1

Within ten (10) working days of the occurrence of the difference, or within ten (10) working days of when the employee concerned first became aware of the matter giving rise to the difference, the employee with or without the steward (at the employee's choice) will discuss the difference verbally with their immediate supervisor who will respond within ten (10) working days.

Step 2

If no settlement is reached in Step 1, the employee will complete a grievance form and submit it to the Dean of Student Support Services within (10) ten working days of the response at Step 1 of this procedure. The Dean of Student Support Services will meet with the employee and the steward within twenty (20) working days of receipt of the grievance form. The Dean of Student Support Services will respond in writing to the employee and the steward within twenty (20) working days of the meeting.

Step 3

If no settlement is reached in Step 2, the Union may request a meeting between a representative of the Union and the Director, Human Resources within twenty (20) working days of the response at Step 2 of this procedure. The Director, Human Resources respond within twenty (20) working days of this meeting.

Step 4

If settlement is not reached through the foregoing procedure, the grievance may be referred to a Trouleshooter and/or Arbitration Board. When either party requests a grievance be submitted to arbitration or the Trouleshooter, the request will be submitted to the other party in writing within twenty (20) working days of the response provided at Step 3 of this procedure.

5.2 Time Limits

When the recipient of the grievance fails to respond within the time limits prescribed in the grievance procedure, the grievance will advance to the next step of the grievance procedure. The person responsible for initiating the grievance of the Union will be responsible for advancing the grievance to each succeeding step. The time limits will begin upon receipt of the grievance. If the time limits are exceeded the grievance will be deemed to be abandoned and all recourse to the grievance procedure will be at an end.

5.3 General Application Dispute

If a difference of a general nature arises between the College and the Union concerning the interpretation, application, operation or alleged violation of this Agreement which does not specifically involve an employee, a written grievance will be submitted within thirty (30) working days from the date either party became aware of the incident prompting the grievance, by the College to the Union, or by the Union to the College, as the case may be, and Step 3 of Article 5.1 – Grievance will apply.

5.4 Amending Time Limits

Whenever a stipulated time is mentioned herein, the said time may be extended by mutual consent of the parties, provided such extension is requested prior to the expiry of the time allowed.

5.5 Trouleshooter

Where a difference arises between the parties relating to the dismissal, discipline, or suspension of an employee, or regarding 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 Agreement, Dave McPhillips, Stan Lanyon, Judi Korbin or Daniel Johnston if they are available within thirty (30) working days, or a substitute agreed to by the parties, will, at the request of either party:

- A) Investigate the difference;
- B) Define the issue in dispute, and
- C) Make written recommendations to resolve the difference;

within twenty (20) days of receipt of the request, and for those twenty (20) days from the date of their appointment, time does not run in respect of the grievance procedure.

In the event the parties are unable to agree on a Trouleshooter within a period of thirty (30) days, either party may apply to the Minister of Labour for the Province of British Columbia for the appointment of a Trouleshooter.

The cost of the Trouleshooter will be shared by the parties.

5.6

Failing settlement at this step, the grievance may be referred to arbitration.

5.7 Professional Responsibility

In the interest of safe patient care and safe nursing practice, the parties agree to the following problem solving process to address employee concerns relative to patient care including:

- A) Nursing practice conditions
- B) Safety of patients and nurses
- C) Workload

Step 1

Within ten (10) calendar days of an issue becoming a concern the nurse will discuss the matter with her immediate supervisor. If the issue is not resolved, the nurse will complete a Professional Responsibility Form within ten (10) calendar days of the discussion with the supervisor and submit to the Dean of Student Support Services.

Step 2

Within ten (10) calendar days of receipt of the Professional Responsibility Form the Dean of Student Support Services will convene a meeting between the nurse and a representative of the British Columbia Nurses' Union. The parties will attempt to resolve the issue. The nurse will receive a written response from the Dean of Student Support Services within ten (10) calendar days of the above meeting.

Step 3

If the issue is not resolved to the nurse's satisfaction, the British Columbia Nurses' Union representative may submit the matter to the Troubleshooter. The Troubleshooter will inquire into the issue and make recommendations to the parties to resolve the matter. Such recommendations must recognize the uniqueness of the College and its working environment. It is agreed that issues raised under this clause cannot be the subject of arbitration.

ARTICLE 6 – ARBITRATION

6.1

Either party may, within the time limits prescribed in Article 5 – Grievance Procedure, refer any grievance, dispute or difference unresolved through the procedures in Article 5 – Grievance Procedure, to a Board of Arbitration which shall have the power to determine whether any matter is arbitrable within the terms of the Agreement and to settle the question to be arbitrated.

6.2

The party requesting arbitration shall notify the other party of its intent to arbitrate and its appointee to the Arbitration Board. The recipient of this notice shall, within ten (10) calendar days, notify the other party of its appointee to the Arbitration Board.

6.3

The two appointees shall, within a further ten (10) calendar days, select a third person to act as Chair. If the two appointees fail to agree upon a Chair within this ten (10) calendar-day period, either party may request the Minister of Labour of British Columbia to make the appointment.

6.4

The Arbitration Board shall issue a decision and the decision of the Board shall be final and binding upon the parties.

6.5

Each party shall be responsible for the expenses of its appointee and the expenses of the Chair shall be shared equally by the parties.

6.6

By mutual agreement between the Union and the College, a single arbitrator may be substituted for the Arbitration Board established in this Article.

ARTICLE 7 – STRIKES AND LOCK-OUTS

7.1

During the term of the Collective Agreement, the Union agrees that there shall be no strike and the College agrees that there shall be no lock-out.

7.2

Subject to a Labour Relations Board directive, if an employee employed under the terms of this Collective Agreement refuses to cross a legal picket line, they shall not be subject to disciplinary action by the College. Any employee refusing to cross a legal picket line shall be considered absent without pay.

ARTICLE 8 – UNION MANAGEMENT COMMITTEE

8.1

A Union Management Committee shall be established. The College and the Union shall each appoint up to two (2) representatives to the Union Management Committee.

8.2

Meetings of the Committee shall be held at the call of either party. Unless mutually agreed otherwise, meetings shall not exceed one (1) every two (2) months.

8.3

The Committee shall meet to discuss matters of mutual concern relating to employer/employee relations in order to foster better relations between the College and its employees. The Committee shall not have the power to bind the Union or its members or the College to any decision or conclusion reached in discussion. The Committee shall have the power to make recommendations to the Union and the College.

It is recommended that the Committee provide, in advance, topics of discussion which may include administration of the Collective Agreement, introduction of new or revised programs and matters of safety.

The Committee shall not supersede the activities of any other committee of the Union or the College.

ARTICLE 9 – POSTING OF VACANCIES

9.1

When a vacancy occurs or a new position is created within the jurisdiction of this Collective Agreement, a notice of such vacancy shall be posted in the Health Services office for a minimum of five (5) working days and up to ten (10) working days whenever possible, at the discretion of the College.

The notice shall contain information related to classification, salary range, qualifications and experience desired and the current job location. The College may externally advertise such vacancy provided the advertisement does not appear prior to the appearance of internal postings.

9.2

The College may make a temporary appointment, without postings for periods of up to thirty (30) working days if the former incumbent has terminated their employment. The period above may be extended by mutual agreement of the College and the Union.

9.3

Temporary postings with a duration of more than thirty (30) working days shall be posted but such temporary employment shall not exceed twelve (12) months unless the Union and the College mutually agree to extend this time.

9.4

The College shall post the name of the successful applicant in all Health Services locations within five (5) days of making any appointment.

ARTICLE 10 – PROMOTION, DEMOTION OR LAY-OFF

10.1 Salary on Promotion

In cases of promotion, an employee shall receive a salary increase of not less than one (1) full increment above their salary and classification at the time of promotion.

10.2

In the promotion, demotion or lay-off of all employees covered by this Agreement, efficiency, qualification and competency shall be the primary consideration and where such requirements are equal, seniority shall be the determining factor.

10.3

If a regular employee is promoted to a position and is found to be unsatisfactory in the new position within six (6) months' of the promotion, then the employee shall be returned to her previously held classification without loss of seniority or accrued benefits and the employee shall be slotted at the increment step to which s/he would have been entitled had not the promotion occurred. It is agreed that the time stipulated herein may be extended by mutual agreement.

10.4 Lay-off and Recall

Should the College decide to reduce staff or to eliminate a position(s) within the scope of this Collective Agreement, the Union shall be so advised and, prior to any action taken, consultation with the Union shall promptly take place in an endeavour to minimize the impact of such action on the affected employee(s).

10.5 Lay-offs

Should the employee in the affected position be a "Regular" employee, s/he shall have the right to displace another "Regular" employee with less seniority in the bargaining group, provided the affected employee is qualified and willing to perform the work currently required of the employee being displaced. Should no such position be available, a "Regular" employee shall have the right to displace a probationary or temporary employee, provided s/he is qualified and willing to perform the work currently required of the employee being displaced.

Should a "Regular" employee assume a less than full-time position, their salary shall be on a pro-rated basis.

Should a "Regular" employee displace a probationary or temporary employee, the employee will, in all respects, continue to be a "Regular" employee. Upon lay-off, the College shall make available to the "Regular" employee, compensation on termination in addition to required notice or pay in lieu thereof. Employees, upon accepting such compensation shall forego all rights to displace and all recall rights under this Clause. Should such compensation not be accepted, recall rights shall be preserved.

Entitlement to compensation on termination shall be on the following basis:

- One (1) months pay for less than four (4) years continuous service as a regular employee;
- Two (2) months pay for four (4) years or more but less than six (6) years continuous service as a regular employee;
- Three (3) months pay for six (6) years or more but less than eight (8) years continuous service as a regular employee;
- A maximum of four (4) months pay for eight (8) years or more of continuous service as a regular employee.

10.6

An employee not appointed to another position in accordance with the foregoing shall be laid off and shall be entitled to notice or pay in lieu thereof on the basis of a minimum of four (4) weeks' notice and, after the completion of five (5) consecutive years of employment, five (5) weeks' notice and for each subsequent completed year of employment, an additional one (1) weeks' notice, up to a maximum of eight (8) weeks' notice, and after the completion of ten (10) consecutive years of employment, ten (10) weeks' notice.

10.7 Recall

Should work become available, "Regular" employees who have been laid off for a period of twelve (12) consecutive months or less are subject to recall and shall be recalled in the order of their seniority, provided they are qualified and willing to perform the work made available to them.

The College shall give notice of recall by registered mail to the employee's last known address. The employee must notify the College of their acceptance of the recall within seven (7) working days of the receipt of the recall notice, and they must report for work on the specified recall date. If they fail to do so, they will forfeit all further rights to recall unless they have reasonable grounds for not reporting for work on the specified recall date.

ARTICLE 11 – PROBATIONARY PERIOD

11.1

All regular employees shall be probationary during their first six (6) calendar months of employment. Upon completion of this probationary period, the employee shall be granted seniority dating from the first (1st) day of employment with the College.

During the probationary period, the employee may be transferred or dismissed by the College if the College finds the employee to be unsatisfactory.

The term “six (6) calendar months” is defined as the period from any given date in one month to the immediately preceding date six (6) months later.

By mutual agreement between the College and the Union, the probationary period may be extended or reduced. No probationary period shall be less than four (4) months.

11.2

Temporary employees who have completed more than six (6) calendar months of employment, casual employees who have completed more than eight hundred and seventy-five (875) hours of employment, regular part-time employees appointed to a regular full-time position, or regular full-time employees appointed to a different or higher rated position, shall not be required to serve a further probationary period; however, such employee shall serve a familiarization period, not in excess of six (6) months, during which period the employee may return or, for just cause including inadequate performance, be returned to the previously held position, in accordance with Article 10 – Promotion, Demotion or Lay-Off herein.

ARTICLE 12 – SENIORITY

12.1

Seniority for permanent employees is defined as the length of the employee’s continuous employment (whether full-time or part-time) from the date of commencement of employment with Langara College under the jurisdiction of this Agreement.

12.2

There shall be a separate seniority list for temporary and casual employees. Seniority for temporary and casual employees is defined as the total number of hours worked by the employee. A temporary or casual nurse who has worked one hundred and fifty (150) full-time equivalent days within the fifteen (15) month period immediately prior to application for a permanent position shall be recognized as an in-service applicant when applying for appointment to permanent positions.

12.3

- A) An employee on a leave of absence with pay shall continue to accrue seniority during the leave.
- B) An employee granted unpaid leave of absence totalling less than twenty-one (21) working days in any year shall continue to accumulate seniority. Any time in excess of twenty (20) working days in any year, with the exception of unpaid leave of absence granted pursuant to Article 32.1– Maternity Leave and Article 40 – Education, shall be deducted from length of service in the computation of benefits related to seniority.

12.4

A permanent employee shall lose their seniority in the event that:

- A) S/he is discharged for just cause;
- B) S/he voluntarily leaves the services of the College;
- C) S/he abandons her position;
- D) S/he is on lay-off for more than one (1) year.

12.5

During each calendar year the College shall post a seniority list of employees covered by this Collective Agreement.

ARTICLE 13 – TECHNOLOGICAL CHANGE

13.1

At least three (3) months before any change takes place, the College shall notify the Union in writing that it intends to introduce a technological change that:

- A) Affects the terms and conditions, or security of employment of a significant number of employees to whom a collective agreement applies; and
- B) Alters significantly the basis upon which a collective agreement was negotiated.

13.2

As soon as possible, the parties shall meet to discuss in detail the proposed changes.

13.3

Unresolved disputes relating to technological change under the Act shall be resolved in accordance with the Labour Relations Code of B.C.

ARTICLE 14 – RECLASSIFICATION

14.1

If the College creates a new classification within the jurisdiction of this Collective Agreement, not included in Schedule “A”, it shall establish a job description and salary scale and then give written notice to the Union.

14.2

The Union shall review the College's proposed new classification's job description and/or pay scale and within twenty (20) working days of the date of written notice, advise the College of its decision to agree or disagree with the proposed change.

14.3

If the Union disagrees with the proposed new classification, job description and/or pay scale of the College and by negotiation subsequently succeeds in revising the rate of pay, such revision shall be retroactive to the employee's date of appointment to the new position or to any other mutually agreed date.

14.4

Failing resolution of the matter by negotiation within a further twenty (20) working days from the date of notice, the matter shall be processed in accordance with Article 5 – Grievance Procedure of this Agreement.

ARTICLE 15 – TERMINATION OF EMPLOYMENT

15.1 Employee Resignation

A permanent or temporary employee seeking to terminate their employment is required to give twenty-eight (28) calendar days written notice of termination to the College or the College's designate. The College may waive the written notice for unusual circumstances or other valid reasons. When a permanent or temporary employee does not give to the College the required twenty-eight (28) calendar days written notice of resignation, any outstanding vacation entitlement shall be paid to the terminating employee on the basis of four percent (4%) of gross earnings or as prescribed in the Employment Standards' Act.

ARTICLE 16 – HOURS OF WORK

16.1

The normal hours of work exclusive of meal breaks shall be thirty-five (35) hours per week.

16.2

The work week shall consist of five (5) consecutive days between Monday and Saturday inclusive.

16.3

The normal daily hours of work for each employee shall be seven (7) consecutive hours exclusive of meal breaks.

ARTICLE 17 – WORK SCHEDULES

17.1

Work schedules shall be posted at least fourteen (14) days in advance.

17.2

Should the College change the shift schedule of a regular employee, except in emergency circumstances and not give at least seven (7) calendar days notice in advance to the affected employee of the change in schedule, then the employee so affected shall be paid at the applicable overtime rate for all time worked on the first day of the shift posting change.

Notwithstanding any provision contained elsewhere in this Agreement, the College may refuse a leave of absence if less than eight (8) days notice has been given to the College and in the circumstances the College reasonably believes that by reason of the grant of leave of absence a shift change shall be required resulting in overtime payments.

17.3

Employees may exchange shifts amongst themselves provided that:

- A) Prior approval of such exchange is given by their Supervisor; and

- B) No employee shall be entitled to any extra compensation to which s/he should not have been entitled under the Agreement in the absence of such shift exchange.

17.4

A casual employee reporting to work at the call of the College for unscheduled work (except those on “on-call” or receiving call-back pay) shall be paid for all hours worked with a minimum of two (2) hours pay at their regular rate if the employee does not commence work and a minimum of four (4) hours pay at the regular rate if the employee commences work.

17.5

Notwithstanding the foregoing provisions, it is agreed that by mutual agreement between the nurse and their Supervisor, the normal daily hours and weekly schedules may be changed to accommodate the needs of the employee, providing the best possible service delivery is maintained and there is no additional cost.

ARTICLE 18 – COMBINED ASSIGNMENT

18.1

During the term of this Agreement and without prejudice, the parties shall meet in order to discuss terms and conditions for the implementation of a provision which would enable any two (2) nurses to fill a single full-time nursing assignment.

ARTICLE 19 – MEAL PERIODS AND REST PERIODS

19.1

All employees covered by this Agreement shall receive an uninterrupted meal break of not less than thirty (30) minutes and not more than one (1) hour of unpaid time, scheduled at approximately the mid-point in the work day or shift. Such a meal period shall be granted to employees who work in excess of three point five (3.5) hours per day.

19.2

Every employee shall be given one (1) fifteen (15) minute rest period without loss of pay for each morning, afternoon and evening session worked by the employee.

Should the employee’s rest period be interrupted, the employee shall, with the approval of their supervisor, have the option of taking the full rest period later in the shift or at the end of the shift, without loss of basic pay.

ARTICLE 20 – SALARIES

20.1

The scale of remuneration set out in Schedule “A” shall apply during the term of this Agreement.

20.2

Nothing in this Collective Agreement shall preclude the appointment of an employee at other than the minimum step of the range. In determining the appropriate initial pay step within the salary range, consideration shall be given by the Dean of Student Support Services to previous nursing experience.

20.3

When appointing casual employees to permanently established positions, recognition shall be given to previous service with the College for purposes of determining the appropriate pay level within the salary range on the basis of one thousand, seven hundred and fifty (1,750) hours being equivalent to one (1) year of service.

20.4

A regular employee's or temporary full-time employee's initial date of current employment with the College shall be their anniversary date for the purpose of determining the employee's increment anniversary date except as otherwise provided in this Collective Agreement.

20.5

A temporary part-time or casual employee shall be entitled to increments based on the full-time equivalent of a year's length of service. One thousand, seven hundred and fifty (1,750) hours of service shall be the equivalent of one (1) year of service.

Each regular employee shall be granted an annual increase in salary within the salary scale assigned to their position. The amount of the increase shall be one (1) full increment in accordance with the salary appearing in Schedule "A".

20.6

Each casual employee will be credited for increment progression purposes with the total number of hours worked for the College. One thousand, seven hundred and fifty (1,750) hours of service shall be the equivalent to one (1) year of service.

20.7 Evaluation of Employees

The performance of employees shall be reviewed and appraised in accordance with a uniform method of employee performance review and appraisal. A probationary employee whose performance is unsatisfactory shall not be confirmed as permanent upon the completion of the prescribed probationary period.

ARTICLE 21 – EMPLOYEE SAVINGS FUND

21.1

A sum equal to two percent (2%) of the basic monthly salary of each regular employee shall be deposited in a trust fund to the credit of each employee. This payment shall occur once each calendar month.

ARTICLE 22 – OVERTIME

22.1 Authorization of Overtime

An employee who is required to work overtime shall be entitled to compensation when:

- A) The overtime work is authorized in advance by the College;
- B) The employee does not control the duration of the overtime worked;
- C) Emergent situations occur or circumstances dictate that advance authorization of overtime cannot be obtained. If overtime is worked under these conditions, sections A) and B) do not apply.

22.2

All time worked in excess of the daily or weekly work schedules as set out in Article 16 – Hours of Work of this Agreement shall be considered overtime and compensated for in accordance with the following overtime rates:

- A) Time and one-half for the first four (4) hours of overtime on any regularly scheduled work day.
- B) Double time for hours worked in excess of four (4) hours of overtime.
- C) All hours worked on the employee's scheduled days of rest shall be compensated at double time.
- D) All overtime worked shall be compensated in pay or time off, at the employee's discretion.
- E) Employees shall not be paid for the first fifteen (15) minutes of overtime immediately following their normal working day, but if they are authorized to work more than fifteen (15) minutes of overtime in any one day, they shall be paid for the total amount of overtime or receive compensating time off in lieu thereof in accordance with A) and B) above.

22.3

Compensatory time off for overtime shall be taken at a mutually agreed upon time. Further, any compensatory time off not taken by August 31 of the year next, following the year in which it is earned, shall be compensated in pay in the following pay period. Employees leaving the service of the College for any reason prior to receiving the compensatory time off owing to them shall be compensated therefore as a part of their terminal pay.

ARTICLE 23 – SHIFT DIFFERENTIAL

23.1

When the College requires and schedules an employee to work outside the hours of 8:00 a.m. to 5:00 p.m., then for each hour outside of the period from 8:00 a.m. to 5:00 p.m. that the employee works, s/he shall receive a shift differential in the amount of seventy cents (\$0.70) for each hour worked.

ARTICLE 24 – PAY FOR ACTING IN A SENIOR CAPACITY

24.1

On every occasion that an employee is temporarily required, for a period of at least one (1) day to accept the responsibilities and carry out the duties of a position which is senior to the position s/he normally holds within the jurisdiction of this Collective Agreement, the employee shall be paid a differential of fifteen percent (15%) of their regular wages for every day that s/he carries out the duties of the senior position.

24.2

Appointment of employees to a level of higher responsibility must be authorized, in writing, by the Dean of Student Support Services.

ARTICLE 25 – EDUCATIONAL DIFFERENTIAL

25.1

The minimum educational requirement for appointment to the service of Langara College as a Community Health Nurse shall be a recognized baccalaureate degree in nursing or equivalency as determined by the College.

- A Community Health Nurse possessing a Baccalaureate Degree, as approved by the College, will receive an additional forty-six dollars (\$46.00) bi-weekly.
- A Community Health Nurse possessing a Master's Degree as approved by the College, will receive an additional fifty-seven dollars and forty-nine cents (\$57.49) bi-weekly.

ARTICLE 26 – ANNUAL VACATION

26.1 Entitlement

- A) Each employee shall earn annual vacation based on their years of continuous service with the College. A year of continuous service is defined as service performed from a given date in one (1) month to the immediately preceding date twelve (12) months later.
- B) Vacation Year – for the purposes of this Article, a vacation year shall be the calendar year commencing January 1 and ending December 31.
- C) First Vacation Year – the first vacation year is the calendar year in which the employee's first anniversary falls.

26.2

Each employee shall be entitled to receive an annual vacation as follows:

- Less than one (1) year – one hundred and forty (140) hours [twenty (20) working days] and pro-rata;
- One (1) to seven (7) completed vacation years – one hundred and forty (140) hours [twenty (20) working days];
- Eight (8) to eleven (11) completed vacation years – one hundred and fifty four (154) hours [twenty-two (22) working days];
- Twelve (12) to nineteen (19) completed vacation years – two hundred and three (203) hours [twenty-nine (29) working days];
- Twenty (20) completed vacation years and over – two hundred and ten (210) hours [thirty (30) working days].

26.3

- A) An employee who commences initial employment during the calendar year immediately preceding their first (1st) vacation year shall be entitled to take, with the approval of the Director of Health Services, any vacation accrued to December 31 of that year. Such employee may carry over up to thirty-five (35) hours of vacation leave into their first (1st) vacation year with the approval of the Director of Health Services.
- B) Subject to an employee's eligibility to carry over thirty-five (35) hours vacation leave into their first (1st) vacation year, any unused vacation earned during the first partial year shall be paid to the employee at December 31 of that year.

- C) Should an employee resign while being indebted to the College for vacation time taken, but not earned, the College shall take repayment from the employee's final cheque.

26.4

An employee, with the approval of the Director of Health Services, may carry over up to thirty-five (35) hours vacation leave from one (1) vacation year to the next. Such carryover must be taken during the year in which it is requested. Under special circumstances, i.e. an extended trip, education or compassionate grounds, an employee may be permitted to take thirty-five (35) extra hours of vacation prior to entitlement.

26.5

- A) A full-time employee working a partial year shall earn one twelfth (1/12) of the annual vacation entitlement for each month in which the employee has received at least ten (10) days pay at the straight time rate.
- B) A regular part-time employee shall earn vacation credit on a pro-rated basis calculated month by month and shall be entitled to the same number of calendar days without recall to duty as a regular full-time employee, as provided in 26.1 – Entitlement A).

26.6

A casual employee shall be paid an amount equal to four percent (4%), or as provided by the Employment Standards' Act, of gross earnings in each pay period as vacation pay.

26.7

With the approval of the Director of Health Services, annual holidays may be scheduled at any time during the calendar year provided that they do not unduly interfere with the operational needs of the College Health Services.

26.8

An employee who:

- A) Has completed at least six (6) months continuous service with the College;
- B) Has voluntarily resigned; and
- C) Is re-employed by the College as a nurse under this Agreement, within one (1) year of the date of such resignation, shall be credited with all previous years of service with the College for the purposes of determining their annual vacation following their return.

26.9

Vacation leave shall be accrued on a pro-rata basis in the month in which an employee commences or terminates employment according to the period of employment in that month. In the case of a leave of absence without pay for any reason (except maternity leave and adoption leave), vacation leave shall be accrued on a pro-rata basis for the period of that month in which the employee was in receipt of pay.

26.10 Vacation Entitlement in Year of Retirement

Employees who retire under the provisions of the Pensions (Municipal) Act shall receive their full annual vacation entitlement for that year of retirement.

ARTICLE 27 – STATUTORY HOLIDAYS

27.1

The following days have been designated as paid holidays:

New Year's Day	British Columbia Day
BC Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

and all other general holidays proclaimed by the Federal or Provincial Government.

27.2

A casual employee who works the day before and the day after a paid holiday, or who has worked fifteen (15) of the previous thirty (30) days, shall be compensated for the holiday.

27.3

When a general holiday occurs on a Saturday or Sunday, the following Monday and/or Tuesday shall be deemed to be a holiday in lieu thereof. Where Christmas and Boxing Day fall on a Saturday and Sunday respectively, the preceding Friday and the following Monday shall be deemed to be holidays in lieu thereof.

ARTICLE 28 – CHRISTMAS AND NEW YEAR'S DAYS OFF

28.1

All working days between Christmas and New Year's Day inclusive of General Holidays and days observed in lieu thereof as prescribed in Article 27 – Statutory Holidays, will be considered as days of leave with full pay. The last working day prior to Christmas will be considered a day of leave with full pay.

28.2

Should any employee's presence be necessary for the continued operation of the College, the Employer shall designate such employees at least one (1) month in advance. Such "designated" employees will work all or part of the days in question, and receive an equivalent number of days off with pay in the following year which may be scheduled and utilized in the same manner as annual vacation.

ARTICLE 29 – SICK LEAVE

29.1

Upon appointment to the permanent staff following probation, or on becoming eligible as a temporary employee, an employee shall receive sick leave credit of sixty-three (63) hours. Prior to becoming eligible, such employees may be advanced up to sixty-three (63) hours of sick leave, but if the employee ceases employment without qualifying for the sixty-three (63) hours, the advance will be deducted from pay on termination of their employment.

29.2

Thereafter, except as otherwise provided in this Agreement, sick leave credits shall be earned while the employee is on duty at the rate of ten point five (10.5) hours a month.

29.3

Sick leave shall be accrued on a pro-rate basis in the month in which an employee commences or terminates employment according to the period of employment in that month. In the case of a leave of absence without pay for any reason (except maternity leave and adoption leave), sick leave shall be accrued on a pro-rata basis for the period of that month in which the employee was in receipt of pay. A full month credit of sick leave is ten point five (10.5) hours.

29.4

When the employee is not on duty, the accumulation of sick leave credits will continue only if the absence is with pay. Sick leave may be accumulated to a maximum of one thousand, eight hundred and twenty-seven (1,827) hours.

29.5 Payment of Sick Leave

A regular full-time employee shall receive regular pay for each hour of sick leave credit utilized. A regular part-time employee shall receive regular pay for scheduled work hours lost.

29.6

An employee must notify the College prior to the commencement of their shift of any anticipated absence from duty because of sickness and the employee must notify the College prior to their return to work.

29.7

Sick leave with pay is only payable because of sickness and employees who are absent from duty because of sickness may be requested to prove sickness to the satisfaction of the College. A doctor's certificate may be requested for each leave of more than three (3) consecutive work days.

Notwithstanding the foregoing Article, absence from work to attend medical or dental appointments shall be paid for from accumulated sick leave when the employee is unable to arrange the appointment for their normal off duty hours.

29.8

Any employee who becomes ill on vacation as certified by a duly qualified medical practitioner shall have their period of illness deducted from their accumulated sick leave and shall have their vacation rescheduled.

29.9

When an employee is on paid sick leave, all benefits of the Agreement shall continue to accrue.

29.10

An employee who continues to be off work following the expiration of their paid sick leave, shall be placed on leave of absence without pay for up to twenty-eight (28) calendar days provided that the employee notifies the College of the need for such leave within seven (7) calendar days after the expiry date of their paid sick leave. If the employee requires additional unpaid leave, this must be requested in writing prior to the expiration of the initial twenty-eight (28) calendar days and may be granted at the discretion of the College. (Reference Article 35 – Personal Leave).

ARTICLE 30 – WORKERS' COMPENSATION

30.1

Where an employee suffers from a disease or illness or incurs personal injury (which disease, illness or injury is hereinafter called the "disability") and s/he is entitled to compensation under the Workers'

Compensation Act, s/he shall not be entitled to use their sick leave credits for time lost by reason of such disability.

30.2

All monies received by an employee by way of compensation for loss of wages under the said Act shall be paid to the College in return for which the College shall pay the employee the full amount of their wages to which s/he would have been otherwise entitled.

30.3

- A) Where an employee is paid their wages by the College while s/he is absent from their employment by reason of any disability other than one for which s/he would be entitled to receive Workers' Compensation benefits, and the employee subsequently recovers such wages or any part thereof from any source, then the employee shall pay the amount so recovered to the College. Upon the College receiving such amount, it shall credit the employee paying the same with the number of hours of sick leave proportionate to the amount so recovered.
- B) Where an employee is in receipt of salary indemnity benefits from the insurance company under the provisions of Articles 38.5 – Short Term Salary Indemnity and/or 38.6 – Long Term Salary Indemnity of this Collective Agreement and the employee subsequently recovers such wages or any part thereof from any source, the employee shall pay to the insurance company the amount so recovered. This payment shall not exceed the total amount of benefit received from the insurance company.
- C) Recovery of wages or any part thereof from any source as hereinbefore referenced is understood to not include monies recovered by virtue of a policy or policies of insurance for wage replacement paid for solely by the employee other than as provided in Articles 38.5 – Short Term Salary Indemnity and 38.6 – Long Term Salary Indemnity of this Agreement.

30.4

All casual employees shall be covered by the provisions of the Workers' Compensation Act.

ARTICLE 31 – COMPASSIONATE LEAVE

31.1 Bereavement Leave

In the case of death in the immediate family, bereavement leave will be granted with pay for a period not to exceed five (5) working days provided the employee has notified the Director of Health Services. Immediate family shall mean husband, wife (including common-law spouse), child, brother, sister, parent, parent-in-law, grandparent, and other relative if living in the same household and any other person with the approval of the Director of Health Services.

31.2

With the approval of the Director of Health Services, funeral leave of up to one-half (1/2) day will be granted with pay but not in addition to bereavement leave.

31.3

Requests for compassionate leave in excess of the number of days prescribed above shall be considered on the merits of each individual case.

ARTICLE 32 – PARENTHOOD LEAVE

32.1 Maternity Leave

- A) An employee shall be granted unpaid pre- and post-partum leave to a maximum of fifty-two (52) weeks. Such leave may commence eleven (11) weeks prior to the week in which their predicted date of confinement occurs or at any time thereafter at the request of the employee.
- B) Medical complications of pregnancy shall be covered by sick leave provisions while the employee remains at work.
- C) An employee shall not be dismissed on sole grounds of pregnancy.
- D) Where possible, it is incumbent upon the employee to provide medical evidence of the expected date of confinement at least nine (9) weeks in advance. It is also their responsibility to provide written medical evidence of health during pregnancy while still at work, if requested to do so by the College.
- E) An employee is required to give at least one (1) month's advance notice, in writing, of the commencement date of maternity leave, unless prevented from doing so as a result of medical complications related to the pregnancy.

An employee is required to give at least one (1) month's notice of the date of their return to work. If an employee gives such notice and then becomes incapable of performing their duties as evidenced by a medical certificate, then a further five (5) days notice shall be given.

- F) Prior to the commencement of maternity leave, the employee shall meet with the College to arrange for continuation of benefits during the leave. The College shall continue its premium contributions for pension, medical, extended health, group life and dental plan insurance in accordance with the Employment Standards Act for the entire duration of the maternity leave. Vacation and sick leave benefits will only accrue for the duration of the maternity leave falling within the time limits prescribed in the said Act.
- G) If the employee returns to work immediately after the expiry of the authorized absence period, they shall retain their former classification without loss of benefits.
- H) Where an employee gives birth or the pregnancy is terminated before a request for leave is made under sub-section E), the College shall, on the employee's request and on receipt of a certificate of a medical practitioner stating that the employee has given birth or the pregnancy was terminated on a specified date, grant the employee leave of absence from work, without pay, for a period of six (6) consecutive weeks, or a shorter period if the employee requests, commencing on the specified date and parts F) and G) of this Article shall apply.
- I) Employees taking maternity leave may opt for continuance of short and long term salary indemnity by payment of the necessary premiums.

32.2 Parental Leave

On four (4) weeks' notice and within fifty-two (52) weeks of the birth of their child, a natural father may apply for up to thirty-seven (37) weeks parental leave without pay.

The College shall make its premium contributions for pension, medical, extended health, group life and dental plan insurance in accordance with the provisions of the Employment Standards Act for the entire

duration of parental leave. Vacation and sick leave benefits and increment entitlement will accrue only for the duration of the leave falling within the time limits prescribed in the Employment Standards Act and provided the employee returns to duty at the completion of the leave.

32.3 Adoption Leave

- A) Upon the adoption of a child, a permanent employee shall, upon application to the Director of Health Services, be entitled to three (3) days paid parental leave. Such leave shall be charged against the employee's sick leave credits to the extent said credits will accommodate. An employee applying for adoption leave must furnish proof of legal adoption of a child.
- B) The College shall grant further leave for adoption of a child in accordance with the provisions of the Employment Standards Act for a period of up to a maximum of fifty-two (52) weeks without termination of contract.
- C) The College shall make its premium contributions for pension, medical, extended health, group life and dental plan insurance in accordance with the provisions of the Employment Standards Act for the entire duration of the leave for adoption falling within the time limits prescribed in the Employment Standards Act and provided the employee returns to duty at the completion of the leave for adoption.
- D) Employees taking adoption leave may opt for the continuance of short and long term salary indemnity benefits by the payment of the necessary premiums.
- E) If the employee returns to work immediately after the expiry of the authorized absence period the employee shall retain their former classification without loss of benefits.

ARTICLE 33 – JURY DUTY AND COURT APPEARANCE

33.1

When summoned to serve on a jury, when subpoenaed as a witness in criminal proceedings, or as a witness in a civil action if not a party thereto; when appearing as a defendant in a criminal or traffic case if acquitted there from; the employee to qualify for permission to be absent with pay, shall produce a summons or subpoena or submit such other evident as will show the necessity of attendance at court. The employee shall also provide a statement from an official of the court of the time taken.

ARTICLE 34 – LEAVE FOR FAMILY ILLNESS

34.1

Employees may use up to five (5) days per year of sick leave to attend an immediate family member who is ill. The College may require submission of the certificate from a duly qualified medical practitioner certifying the illness of the immediate family member. For the purpose of this Article, immediate family member means the employee's legal or common-law spouse or child; or adopted child, step-child, parent and spouses' parent that reside with the employee.

ARTICLE 35 – PERSONAL LEAVE

35.1 Personal Reasons

Absence for reasons other than those recited above shall be considered personal and such absence shall be without pay unless otherwise authorized. Applications for leave shall be made in writing to the Director of Health Services and must be approved by the President, or delegate.

Should an application for personal leave be denied, the applicant shall be provided, upon request, with the reasons for such denial in writing.

35.2 Leave Without Pay for the Care and Nurturing of Pre-School Age Children

An employee will be granted leave without pay, for a maximum of two (2) years, for the care and nurturing of the employee's pre-school age children in accordance with the following conditions:

- A) An employee will request the leave in writing sufficiently in advance to allow the Employer time to hire an acceptable replacement;
- B) Leave granted under this clause will be for a minimum of one (1) month;
- C) Leave granted under this clause for a period of more than three (3) months will be deducted from the calculation of "continuous employment" for the purpose of calculating severance pay "length of service" and vacation leave;
- D) Time spent on such leave will not be counted for pay increment purposes.

ARTICLE 36 – LEAVES – GENERAL PROVISION

36.1

Upon approval of leaves of absence without pay under this Collective Agreement, an employee may immediately exercise their option for continuation of medical, insurance and pension benefits by payment of the necessary premiums, both employee and Employer shares.

ARTICLE 37 – GRATUITY PLAN

37.1 Accumulation

Gratuity credits are based on the calendar year. Effective January 1, 1982 for the purposes of accumulation of credits, the year shall be divided into four (4) distinct periods: January 1 to March 31; April 1 to June 30; July 1 to September 30; October 1 to December 31, all dates inclusive. For each period described above, an employee shall be given the following credits:

One (1) day for no absence through illness;

For partial days of absence due to illness the gratuity day will be accrued on a pro-rata basis, e.g. for five (5) hours of absence due to illness, two (2) hours of gratuity will be accrued; three (3) hours of absence due to illness, four (4) hours gratuity will be accrued.

No credit (0) for one or more days of absence through illness.

Gratuity credits are cumulative to a maximum of one hundred and twenty (120) days.

“Illness”, as utilized herein, shall mean non-occupational sickness or injury.

37.2 Payment of Gratuity

- A) In cash:
 - i) Upon retirement on or after attaining minimum retirement age; or
 - ii) Upon retirement with permanent disability; or
 - iii) Upon leaving the College’s employ after the completion of ten (10) or more years of service;
 - iv) Upon request after completion of one (1) or more years of service.

- B) As leave, prior to retirement, subject to the following:
 - i) The minimum leave taken shall be one (1) day and the maximum, twenty (20) days.
 - ii) Such leave shall be subject to the approval of the Director of Health Services and shall be taken during a period that will not affect the efficient operation of the College Health Services.

ARTICLE 38 – HEALTH AND WELFARE BENEFITS

38.1 Dental Plan

A dental plan for all eligible employees shall be provided in accordance with the terms of the contract with the insuring company on the following general basis:

- A) Basic Dental Services (Plan A) paying for one hundred percent (100%) of the approved schedule of fees.

- B) Effective May 1, 1999 amendment of Plan A that includes revision of cleaning of the teeth (prophylaxis and scaling) every nine (9) months except dependent children (up to age 19) and those with gum disease and other dental problems as approved by the Plan.

- C) Prosthetics, Crowns and Bridges (Plan B) paying for fifty percent (50%) of the approved schedule of fees.

- D) Orthodontics (Plan C) paying for fifty percent (50%) of the cost of orthodontia services in the dental fee schedule up to a maximum of one thousand, eight hundred and fifty dollars (\$1,850) per person during their lifetime.

- E) The College will contribute toward the premium cost of dental plan insurance in the amount of one hundred percent (100%) of the monthly premiums.

38.2 Basic Medical and Extended Health Plans

- A) The College will contribute one hundred percent (100%) of the premium of the basic coverage through the Medical Services Plan of British Columbia and for Extended Health Benefit coverage in accordance with the terms of the contract with the insuring company for those eligible employees who elect to participate.

- B) Extended Health Benefits shall include the following:
 - i) Total lifetime coverage level will be unlimited.
 - ii) Reimbursement level on claims will be ninety-five percent (95%).
 - iii) Hearing air benefit claims will be to a maximum of six hundred dollars (\$600) every five (5) years.

iv) Health and Welfare benefits coverage will cease on the day that an employee's employment terminates.

C) Optical care insurance to a maximum of one hundred and fifty dollars (\$150.00) is provided in accordance with the terms of the contract with the insuring company. The College will contribute toward the premium cost for optical care insurance in the amount of one hundred percent (100%) of the monthly premiums.

38.3 Employment Insurance

Employees shall be covered for Employment Insurance.

38.4 Group Life and Accidental Death & Dismemberment Insurance

A) All eligible employees shall participate in the Group Life and AD&D Insurance Plan. Insurance coverage is provided in accordance with the terms of the contract with the insuring company on the basis of three times (3x) the employee's annual salary.

The College shall pay the entire premium cost of Group Life and AD&D Insurance.

B) An employee who retires at or beyond the age of fifty-five (55) years with at least ten (10) years of continuous service with the College and who is in receipt of a pension under the provisions of the Pension (Municipal) Act shall continue to enjoy group insurance coverage (except AD&D) in an amount equal to the lesser of ten thousand dollars (\$10,000) or the coverage in effect immediately preceding retirement for a period of five (5) years from the date of retirement with the premium cost of the continuing insurance borne by the College.

38.5 Short Term Salary Indemnity

All eligible employees shall participate in the Salary Indemnity Plan.

Salary Indemnity coverage is provided in accordance with the terms of the contract with the insuring company on the following general basis:

Amount of Benefit: seventy percent (70%) of salary to a maximum of seven hundred dollars (\$700) per week.

Duration of Benefit: fifty-two (52) weeks.

Benefit Effective: Upon expiration of sick leave or ten (10) working days, whichever last occurs.

The premium cost of salary indemnity coverage shall be borne entirely by the employee and shall be paid by means of payroll deductions.

38.6 Long Term Salary Indemnity

All eligible employees shall participate in the Salary Indemnity Plan.

Long Term Salary Indemnity is provided in accordance with the terms of the contract with the insuring company on the following general basis:

Amount of Benefit: seventy percent (70%) of salary to a maximum of two thousand, nine hundred and fifty dollars (\$2,950) per month.

Duration of Benefit: until retirement or as otherwise provided.

Benefit Effective: upon expiration of Short Term Salary Indemnity coverage.

The premium cost of Long Term Salary Indemnity coverage shall be borne entirely by the employee and shall be paid by means of payroll deductions.

38.7 Voluntary Life Insurance Coverage

Employees who are participating in the group life insurance plan may elect additional group life insurance coverage for themselves and/or their spouse by payment of the necessary premiums by means of payroll deductions in increments of ten thousand dollars (\$10,000) to a maximum of three hundred thousand dollars (\$300,000) in accordance with the terms of the contract with the insuring company.

38.8 R.R.S.P. Payroll Deductions

An employee may authorize the College to deduct a specified amount from their wages each month whereby tax deductions at source will be adjusted to accommodate the deduction. In authorizing such a deduction, the employee shall absolve the College of any responsibility for such funds following their remittance to the trust company. Amounts so deducted shall be remitted by the College by the tenth (10th) of the month following to a single designated trust company in the employee's name. It shall be the responsibility of the employee to direct the trust company with respect to the investment of such funds.

38.9 Pension (Superannuation)

Employees shall be covered by the provisions of the Pension (Municipal) Act as follows:

- A) A regular employee entering the service of the College from the service of an employer to whom the Pension (Municipal) Act applies shall be enrolled in the Plan immediately upon commencement of employment, providing:
 - i) The employee has not made application for a refund of pension (superannuation) contributions, and
 - ii) The break in service is for a period of not more than one (1) month. One (1) month is considered to be from a given date in one (1) calendar month to the same date in the calendar month immediately following.
- B) A regular employee not eligible as above shall be enrolled in the Plan upon completion of probation and shall continue in the Plan as a condition of employment.
- C) A regular employee who does not meet the above qualifications upon entering the service of the College may, nonetheless with the approval of the Commissioner of Pensions, enrol in the Plan and maintain their pension contributions, both employee and Employer shares during their probationary period.

ARTICLE 39 – APPLICABILITY OF PROVISIONS TEMPORARY, CASUAL AND PROBATIONARY EMPLOYEES

39.1 Temporary Employees

Temporary employees are subject to all provisions of this Collective Agreement with the exception of:

- Article 10 – Promotion, Demotion or Lay-Off
- Article 21 – Employee Savings Fund
- Article 34 – Leave for Family Illness
- Article 37 – Gratuity Plan
- Article 38 – Health and Welfare Benefits
- Article 40.1 – Educational Leave

The provisions of the following articles shall apply upon satisfactory completion of the service requirements prescribed in definitions 1.8 and 1.9:

- Article 21 – Employee Savings Fund
- Article 34 – Leave for Family Illness
- Article 37 – Gratuity Plan
- Article 38 – Health and Welfare Benefits

39.2 Casual Employees

Casual employees are subject to all provisions of this Collective Agreement with the exception of:

- Article 10 – Promotion, Demotion or Lay-Off
- Article 15 – Termination of Employment
- Article 18 – Combined Assignment
- Article 21 – Employee Savings Fund
- Article 26 – Annual Vacation (except 26.6 which does apply)
- Article 28 – Christmas and New Year's Days off
- Article 29 – Sick Leave
- Article 30 – Workers' Compensation (except 30.2 and 30.4 which do apply)
- Article 32.2 – Parental Leave
- Article 32.3 – Adoption Leave
- Article 34 – Leave for Family Illness
- Article 35 – Personal Leave
- Article 37 – Gratuity Plan
- Article 38 – Health and Welfare Benefits (except 38.3 – Employment Insurance which does apply)
- Article 40.1 – Educational Leave
- Article 40.3 – College Course Registration

39.3 Probationary Employees

Probationary employees are subject to all provisions of this Collective Agreement except:

- Article 21 – Employee Savings Fund
- Article 38 – Health and Welfare Benefits (except 38.2 – Basic Medical and Extended Health Plans; 38.3 – Employment Insurance; and 38.9 – Pension (Superannuation) which do

ARTICLE 40 – EDUCATION

40.1 Educational Leave

- A) With the approval of the President of the College or delegate, educational leave may be granted by the College for (1) Programs of formal study, or (2) for independent study and/or research when the criteria for evaluating the employee's performance on such leave for purposes of study can be clearly established and can be shown to be of significant benefit to

the employee and to the College.

- B) The duration of educational leaves granted to employees may be for varying periods, up to one (1) year. Extension to such leave may be granted, provided the total amount of leave does not extend beyond the aforementioned one (1) year.
- C) Applications for educational leave for periods in excess of ten (10) working days must normally be submitted two (2) months prior to the beginning of the requested leave.
- D) Applications for leave for periods of ten (10) working days or less shall be submitted with as much lead time as practical.
- E) Educational leave of absence shall be without pay unless otherwise authorized.
- F) Upon approval or extended leave of absence without pay, an employee may immediately exercise their option for continuation of medical, insurance and pension benefits by payment of the necessary premiums.

40.2 First Aid Education

Where an employee is required by the College to possess a First Aid Certificate, the College shall provide the time and pay the expenses involved in upgrading or maintaining the required Certificate.

40.3 College Course Registration

An employee may register in courses offered by Langara College, provided that their attendance will not displace a fee-paying student or result in additional costs. Tuition fees related to such registration will be waived with the concurrence of the Dean of Student & Support Services for regular course offerings, or the Dean of Continuing Studies for continuing studies offerings.

Should rescheduling of duty to accommodate attendance of such courses be required, prior approval by the Director of Health Services is required. Should absence from duty to accommodate attendance at such courses be necessary, approval for such absence is required.

40.4 Professional Development

The College recognized the need for nurses to maintain their professional proficiency in order to fulfill their job requirements.

- A) Professional competency and development may include formal study, seminars, training courses, conferences and other activities.
- B) Where it is necessary for a nurse to maintain or enhance their competency (as agreed to by the President or delegate), the College shall provide appropriate time off with pay and shall pay the cost of such training and reimburse pre-approved expenses if such expenses are incurred.
- C) This leave shall be scheduled as per Article 17.5.
- D) Such requests shall not be unreasonably withheld.
- E) The College shall provide up to five (5) days per year for professional development.

ARTICLE 41 – PERSONNEL FILES

41.1

Each employee shall have access to their personnel file, with the right to review same, provided that at least twenty-four (24) hours advance notice is given to the Director, Human Resources, or delegate. Access shall be given in the office in which the file is normally kept and, upon request, a copy of all requested documents relating to discipline shall be given to the employee.

Upon an employee's request, all record of any disciplinary action, except performance reviews and appraisals, shall be removed from the employee's file and destroyed eighteen (18) months after the date of the incident, provided that no further disciplinary action has occurred in the intervening period. Record of suspensions will remain in the employee's file for a period of eighteen (18) months following expiry of the suspension. Performance evaluations are not considered to be disciplinary records.

A) Employee Access

Employees are entitled to read and review their personnel file and, without limiting the generality of the foregoing, shall be entitled to inspect their performance evaluations, written censures, letters of reprimand, and other adverse reports. Upon request, employees shall be given copies of all such pertinent documents.

B) Union Representative or Steward Access

A Union representative or steward shall, upon written authority of the employee, be entitled to read and review an employee's personnel file in order to facilitate the investigation of a grievance. Upon request, with specific written authorization from the employee, the Union representative or steward shall be given copies of all such pertinent documents.

C) Confidential Nature of Personnel File

All documents within an employee's personnel file are considered to be confidential and shall remain within the sole jurisdiction and purview of the Employer and employee unless otherwise stipulated in this Agreement.

Any employee who disputes any censure, reprimand, or adverse report may have recourse through the grievance procedure, and the eventual resolution thereof shall become part of the employee's personal record, with such amendments or deletions that may be requisite.

ARTICLE 42 – SAFETY

42.1

The Union and the College agree that regulations made pursuant to the Workers' Compensation Act, the Factories' Act or any other statute of the Province of British Columbia or Government of Canada pertaining to the work environment, shall be fully complied with. The College undertakes to correct any working conditions and environments that are not safe and healthful in the view of the Workers' Compensation Board Inspector of the Health and Safety Committee.

The Occupational Health and Safety Committee shall be notified of each accident and injury and shall investigate and report in writing on the nature and cause of the accident involving employees.

42.2

The College shall supply at no cost to the employees immunization against Hepatitis B.

ARTICLE 43 – LIABILITY INSURANCE

43.1

The College shall maintain liability insurance to indemnify employees against judgements arising out of actions brought against employees acting in the ordinary course of their employment with the College.

ARTICLE 44 – HEALTH SERVICES PROGRAMS

44.1

Prior to the implementation of new health services programs or changes in existing health services programs, the matter shall be discussed by the Union Management Committee provided for in Article 8. Any ultimate changes in work schedules resulting from the above shall be subject to Article 17.

ARTICLE 45 – EMPLOYEE BENEFIT PLAN

45.1

A regular employee shall be eligible for membership in the Langara Employee Benefit Plan under the terms and conditions of said plan.

ARTICLE 46 – SEXUAL & PERSONAL HARASSMENT

46.1

The College shall provide all employees a work environment free from sexual and personal harassment. All employees have the right to be free from sexual and personal harassment.

46.2

Notwithstanding the definition(s) of harassment that may from time to time appear in the College Harassment Policy, for the purposes of this Article, sexual harassment is defined as follows:

- A) Unwanted sexual attention made by a person who knows or ought reasonably to know that such attention is unwanted; or
- B) Unwanted physical contact such as touching, patting, pinching or punching; or
- C) Implied or expressed promise of reward for complying with a sexually oriented request; or
- D) Implied or expressed threat of reprisal, in the form either of actual reprisal or the denial of opportunity, for refusal to comply with a sexually oriented request; or
- E) Remarks or behaviour which may reasonably be perceived to create a negative psychological and emotional environment for work.

46.3

Notwithstanding the definition(s) of harassment that may from time to time appear in the College Harassment Policy, for the purposes of this Article, personal harassment is defined as behaviour directed towards a specific person or persons that would be considered by a reasonable person to create an intimidating, humiliating, hostile or poisoned work or learning environment.

Without limiting the generality of the foregoing, personal harassment may include:

- A) Physical threat, intimidation, or assault, or unwelcome physical contact such as touching, patting, pinching and punching, or
- B) Implied or expressed promise of reward or threat of reprisal, or the denial of opportunity for refusal to comply with a request which is unrelated to a Nurse's assigned duties; or
- C) The improper use of power and authority inherent in the position held, to endanger a Nurse's job, threaten the economic livelihood of the Nurse, or in any way interfere with or influence the career of such a Nurse.

46.4

Employees may process complaints about harassment through the grievance procedure, subject to the following:

- A) Where a person who is the subject of the complaint is the College representative at any step of the grievance procedure, then the Union may bypass that step of the procedure or present the grievance to another appropriate College representative.
- B) College or Union representatives, in the course of investigating a complaint of harassment shall have regard for the privacy and confidentiality of the grievor and all employees involved in the complaint.
- C) An arbitrator, in the determination of a complaint of harassment, may take reasonable steps to protect the interest of all parties in privacy and confidentiality in the determination of procedural and evidentiary matters, subject to the requirement of fairness to all parties.
- D) Where a complainant and the person who is subject of the complaint are both members of the bargaining unit, then the arbitrator seized of a grievance of harassment, shall also have jurisdiction in respect of any grievance arising from related discipline of the employee who is the subject of the complaint.

46.5

Employees against whom a grievance or complaint has been filed shall have the right to know what allegations have been made against them, and shall have the right to Union representation at all meetings, interviews and hearings where the member's presence is requested.

A complainant has the right to Union representation at all meetings, interviews and hearings where the complainant's presence is requested.

46.6

An employee who chooses to file a complaint in accordance with the College's Harassment Policy, and does not achieve a satisfactory resolution, may file a grievance at Step 2 of the grievance procedure.

46.7

Time limits shall be waived for filing grievances under this Article while a complaint is being processed through the College Harassment Policy.

IN WITNESS WHEREOF the Board of Langara College has caused the name and seal of Langara College to be affixed hereto in the presence of the Chair of the College Board and the VP, Administration & Finance, and the British Columbia Nurses' Union has caused these presents to be executed under the hands of its proper officers duly authorized in that behalf the day and year first written below.

SIGNED THIS _____ DAY OF _____, 2013 AT THE CITY OF VANCOUVER, IN THE PROVINCE OF BRITISH COLUMBIA.

LANGARA COLLEGE:

Dawn Palmer, Associate VP, HR

Vivian Anderson, HR Consultant

POST-SECONDARY EMPLOYERS' ASSOCIATION:

John Bowman, Board Chair, PSEA

THE BRITISH COLUMBIA NURSES' UNION:

Laura Anderson, Negotiator/LRO

Susan Kensett, BCNU Committee Member

APPENDIX I

**LETTER OF UNDERSTANDING
INDUSTRIAL FIRST AID CERTIFICATE**

between

LANGARA COLLEGE

and

THE BRITISH COLUMBIA NURSES' UNION

The College confirms its understandings regarding the above as follows:

Where a nurse is required by the College to possess a First Aid Certificate, the nurse shall not be required to report for duty during the days the course is offered and shall not suffer any loss of pay while attending the course. The College shall pay all expenses involved in upgrading or maintaining the required certificate.

Where the First Aid Certificate course is of one (1) weeks' duration, the nurse shall be entitled to an additional two (2) full days absence with pay in lieu of study time, to be scheduled in accordance with Article 26.7 of the Collective Agreement.

In addition to the above, the employee shall be entitled to one (1) day with no loss of pay or benefits when writing the exam for the First Aid Certificate.

SCHEDULE 1

LETTER OF UNDERSTANDING

EXPEDITED ARBITRATION

The parties agree that the following expedited arbitration process will be used for the resolution of grievances:

1. Expedited Arbitrations

Where a difference arises relating to the interpretation, application or administration of this agreement, including where an allegation is made that a term or condition of the agreement has been violated, either party may, after exhausting the steps of the grievance procedure under this agreement, notify the other party within ten (10) calendar days of receipt of the last grievance step reply, of its desire to arbitrate and to submit the difference or allegation to expedited arbitration before a single arbitrator.

2. Issues for Expedited Arbitration

- a) All grievances except those relating to the following shall be resolved by expedited arbitration:
 - i) Dismissals;
 - ii) Suspensions in excess of five (5) working days;
 - iii) Policy grievances;
 - iv) Grievances requiring substantial interpretation of a provision of the collective agreement;
 - v) Grievances requiring the presentation of extrinsic evidence;
 - vi) Grievances where a local party intends to raise a preliminary objection; and
 - vii) Grievances arising from the duty to accommodate.
- b) Those grievances not suitable for resolution at expedited arbitration, as listed under section 2(a) above, may be referred to arbitration under the provisions of Article 6.
- c) By mutual agreement, a grievance falling into any of the categories as listed under section 2(a) above, may be placed into the expedited arbitration process.

3. Expedited Arbitrators

The following arbitrators shall be selected on the basis of the person who is available to hear the grievance within ten (10) calendar days of appointment, on a rotating basis.

- Kate Young
- John Hall
- Mark Brown
- Marguerite Jackson
- Joan Gordon

If none of the listed arbitrators is available within ten (10) days, the local parties shall agree to another arbitrator who is available within ten (10) days of appointment.

The parties may agree to select an arbitrator not on this list, by mutual agreement.

4. Process

As the process is intended to be expedited, lawyers shall not be retained to represent either party. This does not preclude either party from using staff who may be lawyers.

5. Agreed Statement of Facts

The parties shall develop an agreed statement of facts and shall exchange reliance documents prior to the hearing. Disclosure of relevant or potentially relevant documents is a mutual and ongoing obligation before and during the particular hearing.

6. Written Submission

By mutual agreement, written submissions may be used in place of a hearing. Submissions shall be in standard format and will not be more than ten (10) pages long.

7. Procedure

All presentations shall be short and concise and are to include a comprehensive opening statement. The parties shall make limited use of authorities during their presentations.

8. Mediation

- a) Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance.
- b) Where mediation fails or is not appropriate in the opinion of the arbitrator, a decision shall be rendered as contemplated herein.

9. Issuance of Decision

The decision of the arbitrator is to be completed on the agreed form and mailed to the parties within three (3) working days of the hearing.

10. Status of the Decision

- a) All decisions, including mediated settlements, under this expedited arbitration process are limited in application to the particular dispute and are without prejudice. The decisions shall have no precedential value and shall not be referred to in any subsequent proceeding. The expedited arbitrators shall include statements to this effect at the beginning of their decision.
- b) All settlements of proposed expedited arbitration cases made prior to an expedited hearing are also without prejudice and have no precedential value.

- c) The decision or award, including mediated settlements, is final, binding and conclusive. It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration proceeding.
- d) Should the parties disagree as to the meaning of the decision or award, including mediated settlements, either party may request that the arbitrator clarify the decision.

11. Costs

- a) The parties shall equally share in the costs of the fees and expenses of the expedited arbitrator.
- b) Hearings shall be conducted at the College or at the offices of the union where possible to minimize costs.

12. Authority of Arbitrator

The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions under the Labour Relations Code.

SCHEDULE A

BCNU SCHEDULE OF WAGE RATES

Effective Date: Friday, April 12, 2013

	Sept 1, 2012	Dec 1, 2012	Apr 1, 2013	Jan 1, 2014
LEVEL 1	1%	1%	1%	1%
1 HOURLY	29.3102	29.6033	29.8993	30.1983
BI-WEEKLY	2,051.71	2,072.23	2,092.95	2,113.88
ANNUAL	53,528	54,063	54,604	55,150
2	30.4313	30.7356	31.0430	31.3534
	2,130.19	2,151.49	2,173.01	2,194.74
	55,575	56,131	56,692	57,259
3	31.5625	31.8781	32.1969	32.5189
	2,209.38	2,231.47	2,253.78	2,276.32
	57,641	58,217	58,799	59,387
4	32.6836	33.0104	33.3405	33.6739
	2,287.85	2,310.73	2,333.84	2,357.18
	59,688	60,285	60,888	61,497
5	33.8249	34.1631	34.5048	34.8498
	2,367.74	2,391.42	2,415.33	2,439.49
	61,773	62,390	63,014	63,644
6	34.9460	35.2955	35.6484	36.0049
	2,446.22	2,470.68	2,495.39	2,520.34
	63,820	64,458	65,103	65,754
7	36.0873	36.4482	36.8127	37.1808
	2,526.11	2,551.37	2,576.89	2,605.65
	65,905	66,564	67,229	67,901
8	37.1478	37.5193	37.8945	38.2734
	2,600.35	2,626.35	2,652.61	2,679.14
	67,841	68,519	69,204	69,896
9	38.4810	38.8658	39.2545	39.6470
	2,693.67	2,720.61	2,747.81	2,775.29
	70,276	70,979	71,689	72,405

Note: annual salary is provided for reference only. Actual annual salary may vary depending on the number of workdays and pay periods in a given year.

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