

**COLLECTIVE AGREEMENT**

**between**

**NORTH ISLAND COLLEGE**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL NO. 3479**

**JULY 1, 2002 TO JUNE 30, 2005**



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## DEFINITIONS

**“Agreement”** means the Agreement reached between North Island College and the Canadian Union of Public Employees, Local 3479.

**“Employee”** means a person employed by North Island College.

**“Employer”** means North Island College, which is party to the agreement.

**“Ministry”** means the Ministry of Advanced Education, Training and Technology.

**“Parties”** means North Island College and CUPE, Local 3479

**“Post Secondary Employers’ Association”** or **“PSEA”** means the Employers’ association established for post-secondary colleges and institutes under the *Public Sector Employers’ Act*.

**“Union”** means CUPE, Local 3479, which is party to the agreement.



## **ARTICLE 1 – PREAMBLE**

### **1.01 PURPOSE OF AGREEMENT**

- a) The purpose of this Agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the Union.
- b) The parties to this Agreement share a vision of providing accessible educational services of consistently high quality to a maximum possible number of adults in the North Island College region.

To this end, the parties are committed to working together to promote a positive work environment in which employees can reach their potential while advancing College goals.

### **1.02 CONFLICT WITH REGULATIONS OF COLLEGE BOARD**

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

### **1.03 TERMINOLOGY**

- a) All contract language is to be written to reflect gender-neutral terms, i.e. she/he/her/him/his will be written as “the employee”.
- b) Mutual agreement shall be defined as agreement between the Union and the Employer.

### **1.04 HUMAN RIGHTS CODE**

The parties hereto subscribe to the principles of the Human Rights Code of British Columbia Act and agree to uphold these principles.

DEFINITION OF EMPLOYEES

a) Regular Employees

Are those employees hired on an ongoing basis who are scheduled either full time, which is thirty-five (35) hours per week, or part-time which is less than thirty five (35) hours per week.

Sessional Employees are full-time and part-time employees hired on an on-going basis and subject to seasonal layoffs.

Regular and Sessional Employees are covered by all provisions of this Agreement.

b) Temporary Employees

Are those employees hired for a specified period of time not exceeding twelve (12) months of continuous service. Exceptions to this could arise through maternity/adoption leave, deferred salary leave, and when an employee is in receipt of Workers' Compensation, Short Term Disability and Long Term Disability benefits.

In addition, by mutual agreement, an assignment may exceed twelve (12) months as a result of a special project.

Temporary employees with assignments less than twelve (12) months are excluded from the provisions of the following Articles in this Agreement:

- Article 11 Seniority
- Article 12 Layoff and Recall (12.01 (b), (c), (d), (e), (g), and 12.02)
- Article 17 Vacations (excluding % in lieu)
- Article 18 Sick Leave (18.04, 18.08, 18.09, 18.10)
- Article 20 Special and Other Leave (20.02, 20.03, 20.06)
- Article 23 Technological Change (23.03, 23.04, 23.05)
- Article 27 Employee Benefits (except Health and Welfare Benefits as noted below)
- Article 29 General Conditions (29.01 and 29.04)

Temporary employees with assignments of four (4) months or more, or an accumulation of temporary service of four (4) months in a twelve (12) month period, that are at least an average of seventeen and one-half (17.5) hours per week, shall be paid an additional 5% in lieu of health and welfare benefits.

c) Student Employees

The parties recognize the value of providing North Island College with meaningful student employment opportunities.

The Employer acknowledges that students shall not replace or fill positions contained within the bargaining unit.

No student shall perform any of the primary duties of an employee on lay-off, and no student employee shall be utilized in a location during seasonal layoffs.

The employer agrees that student employment will be utilized only to accomplish specified work requirements of a limited duration.

The total number of students employed during any one year shall not exceed ten (10) FTE (full-time equivalents).

The Employer agrees to provide adequate supervision of student employees in the performance of their assigned duties.

The Employer shall include in a monthly report to the Union, all students hired in accordance with Article 1.05 c) (i-v inclusive).

The Employer shall notify the Union of all student employment positions, outlining specific duties, reporting relationships, hours of work, rate of pay and duration of assignment.

**Student employees include the following:**

i) Co-Op Student Employees

Students hired under the Co-operative Education Training Program are employees hired for a limited duration and are restricted to persons registered in a recognized cooperative education program at North Island College or other participating post-secondary institution.

All co-operative education students are required to become and remain members of CUPE, Local 3479 except for those hired into excluded positions.

The standard hours of work for employees under this program will be seven (7) hours per day and thirty-five (35) hours per week.

The length of appointment shall correspond to the requirements of their academic program. Appointments shall not exceed four months

but may consist of two (2) four-month co-operative education placements.

Co-operative Education Placements shall be approved through a process that includes the Coordinator, Cooperative Education, CUPE, Local 3479, Faculty and Administration.

Co-operative Education Students shall be evaluated as part of the program and College evaluation system.

Co-operative Education Students may apply for posted vacancies, but shall not be granted internal status for application for posted vacancies at the College due to the nature of the co-operative education placement process.

Co-operative Education Students shall not be placed in a department where employee(s) are on layoff.

Co-operative Education Students shall not be placed in a position that would normally be posted and open to competition as per the terms of the Collective Agreement.

The rates of pay shall be set out in Schedule B and these positions shall not be subject to evaluation by the Joint Job Evaluation Committee.

Co-operative Education Students shall be excluded from the following provisions of the Collective Agreement:

Article 11:	Seniority
Article 12:	Layoff and Recall
Article 17:	Vacations (excluding % in lieu)
Article 18:	Sick Leave
Article 20:	Special and Other Leave
Article 23:	Technological Change
Article 27:	Employee Benefits
Article 29:	General Conditions

- ii) Student employees administered under the Financial Aid Program.
- iii) Students employed by individual departments.
- iv) Students providing peer tutoring.
- v) Any other Student employees.

d) Apprenticeship Positions

All apprentices shall be employed on a temporary appointment, which shall be terminated at the conclusion of the apprenticeship or at the time of unsuccessful completion of schooling as stipulated below. The provisions of 1.05 (b) of the collective agreement apply.

All apprentices shall be employed in accordance with the provisions of the British Columbia Apprenticeship Act and the parties hereto agree to observe all provisions of the said Act. All apprentices shall become members of the Union.

The journeyperson rate of pay, and apprenticeship rates, shall be as set forth in Schedule B of this Agreement.

Where the apprentice is required to complete a term of schooling, the appropriate increment in pay shall only be applied upon successful completion of that term of schooling. Where the apprentice has been unsuccessful in this regard, the apprentice shall be granted one (1) opportunity to repeat and successfully complete that term of schooling. If unsuccessful after this second attempt, the apprenticeship appointment shall be terminated.

Where an apprentice is unsuccessful, the appropriate increment will be withheld until successful completion of the school term.

While attending an approved technical school, the apprentice shall receive from the appropriate government authorities allowances and school expenses in accordance with the government's schedule of grants pertaining to apprenticeship training.

Performance of duties shall be subject to evaluation every six (6) months.

## **ARTICLE 2 – UNION RECOGNITION AND RIGHTS**

### **2.01 BARGAINING UNIT DEFINED**

- a) The Employer recognizes the Canadian Union of Public Employees and its Local as the sole and exclusive collective bargaining agent for all its employees included in the Bargaining Unit as in the Certificate issued by law.
- b) The bargaining unit shall comprise all employees included in the bargaining unit as described in the certificate at North Island College, issued by the

Labour Relations Board of British Columbia, except positions excluded by mutual agreement between the local parties or excluded by the Labour Relations Board of British Columbia.

- i) The question of inclusion or exclusion of a new position created by the Employer will be negotiated with the Union prior to any posting of the position. In the event the local parties cannot agree, the question of inclusion or exclusion may be referred to the relevant labour relations legislation. Where the local parties fail to agree and pending a decision from the relevant body administering the labour relations legislation, the position may be filled and worked.
- ii) The Employer will provide the Union with a copy of the organizational chart for the immediate branch or program where the position is located, a copy of the position's job description and a copy of the job description for the position which supervises the position in question.
- iii) If an existing position is changed, such that the Union has concerns about its status, the information as described in (ii) above will be supplied upon request. In the event the local parties cannot agree, the question of inclusion or exclusion may be referred to the relevant labour relations legislation. Where the local parties fail to agree and pending a decision from the relevant body administering the labour relations legislation, the position may be filled and worked in the jurisdiction in which the position is currently contained.

## 2.02 CORRESPONDENCE

The Employer agrees that all correspondence between the Employer and the Union related to matters covered in this Agreement shall be sent to the President and the Recording Secretary of the Union. The Employer agrees that a copy of any correspondence between the Employer or Employer's official and any employee in the bargaining unit covered by this Agreement, pertaining to the interpretation or application of any clause in this Agreement, shall be forwarded to the President and the Recording Secretary of the Union.

## 2.03 NO OTHER AGREEMENT

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

The parties acknowledge that some employees may accept part-time positions that are within the North Island College Faculty Association.



2.04 NO DISCRIMINATION FOR UNION ACTIVITY

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

2.05 BULLETIN BOARDS

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

2.06 UNION INSIGNIA

A Union member shall have the right to wear or display the recognized insignia of the Union.

2.07 RIGHT TO REFUSE TO CROSS PICKET LINES

- a) All employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a dispute as defined in the Labour Relations Code of British Columbia. Any employee failing to report for duty shall be considered absent without pay.
- b) Failure to cross a picket line encountered in carrying out the Employer's business shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.

2.08 TIME OFF FOR UNION BUSINESS

It is recognized by both parties that the leaves of absences described below are appropriate but may not be granted where they will unduly disrupt College operations.

Where a leave request will be denied because it would unduly disrupt College operations, the matter will be discussed with the President of the Local or the President's designate. In any case a request for a leave will not be unreasonably denied.

- a) Without Pay

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

- i) to an elected or appointed representative of the Union to attend conventions, conferences, meetings and educational events of the Union and bodies to which the Union is affiliated;
- ii) for elected or appointed representatives of the Union to attend Union business which requires them to leave their premises of employment;
- iii) for employees who are representatives of the Union or a bargaining committee to attend meetings of the Bargaining Committee.

Employees so released will have their absences covered either at the time of, or upon return from the absence.

b) With Pay

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

- i) to three (3) employees who are representatives of the Union on the Bargaining Committee to leave their employment to carry on negotiations with the Employer;
- ii) to stewards, or their alternates, to perform their duties pursuant to Section 8.01 (Recognition of Union Stewards and Grievance Committee);
- ii) It is understood that employees granted leave of absence pursuant to this Article shall receive their current rate of pay while on leave of absence with pay. The Employer agrees that any of the above leaves of absence shall not be unreasonably withheld. To facilitate the administration of paragraph (a) of this section, when leave without pay is granted, the leave shall be given with pay and the Union shall reimburse the Employer for the appropriate salary costs incurred.

c) Employer Paid Union Leave

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

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

## DISCRIMINATION AND HARASSMENT

All employees have the right to work in an environment free from all forms of harassment, including sexual harassment.

## DEFINITION

Discrimination is perceived or actual behaviour and includes sexual harassment as a type of discrimination which, generally, is:

- a) discriminatory in nature based on race, colour, age, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, gender, sexual orientation, Union or association membership, or because that person has been charged or convicted of a criminal offence that is unrelated to the position; and/or
- b) objectionable because the person committing such behaviour knows or ought to reasonably know that the behaviour creates an environment which is not conducive to work.

For the purposes of paragraph 2.09 (b), objectionable behaviour includes, but is not limited to:

- i) verbal abuse or threats;
- ii) offensive remarks, jokes, innuendoes, or taunting;
- iii) display of pornographic, racist, or other offensive or derogatory material;
- iv) persistent unwelcome invitations or requests whether direct or indirect;
- v) unwelcome physical contact such as touching, patting, pinching or punching; and
- vi) leering, badgering, or intimidating actions.

Sexual Harassment is defined as unwelcome sexual advances, request for sexual favours, and other verbal, written, or physical conduct of a sexual nature when:

- vii) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- viii) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual;

- ix) such conduct interferes with an individual's work performance or creates an intimidating, hostile or defensive work environment.

## 2.10 COMPLAINTS

Every effort shall be made to treat the parties to the complaint in a sensitive manner, and all matters arising under this Article shall be handled with all possible confidentiality and dispatch.

Employees who believe that they have a complaint of harassment, including sexual harassment, are encouraged to make a direct request of the alleged harasser that the offensive behaviour or actions cease. If the request is unsuccessful or if it is considered inappropriate or uncomfortable to make such a request, the complainant may seek the confidential advice of the Union.

An employee may initiate a grievance under this clause at any step of the grievance procedure, or a complaint may be filed under the College's Harassment Policy dated December 1992. An employee who commences a complaint under the College's Harassment Policy shall not forfeit their entitlement to pursue a complaint through the grievance procedure under the Collective Agreement.

If the alleged offender is an employee covered by the Union's certification, the employee and the Union Representative shall be entitled to notice, as soon as possible, of the substance of the harassment complaint. The Union agrees to keep such information confidential.

Where an employee makes a complaint that is later found to be malicious, vexatious or without substance or reasonable or probable grounds, the Employer may take action against the Employee.

Supervisory responsibilities conducted in a responsible and reasonable manner, up to and including disciplinary action, are not harassment.

### OTHER FORMS OF RESOLUTION

Where appropriate, the parties agree to explore other forms of resolution such as mediation for issues arising out of harassment or discrimination.

## **ARTICLE 3 – UNION SECURITY**

### 3.01 ALL EMPLOYEES TO BE MEMBERS

All employees covered by this Agreement, as a condition of continued employment, shall become and remain members in good standing of the Union

according to the constitution and by-laws of the Union, and shall authorize release to the Union information as listed in Article 4.03 Remittance. All new employees shall, as a condition of continued employment, become and remain members in good standing in the Union within thirty (30) days of employment.

3.02           EXCEPTIONS

Those employees eligible for Union membership at the time of certification, October 31, 1990, who personally chose not to become members of the Union, are not required to become members.

3.03           WORK OF THE BARGAINING UNIT

- a)   Persons who are not members of the bargaining unit shall not perform bargaining unit work if in doing so it directly results in the layoff of an employee.
- b)   In recognition of the College's need to be flexible in providing quality services, the parties agree that faculty and exempt personnel shall not be prevented from performing support staff work provided it does not result in the layoff of a bargaining unit employee.
- c)   The above noted shall not unduly impact the viability of the small centers. In such cases this article shall not apply.

3.04           LABOUR ADJUSTMENT

a)   EMPLOYER COMMITMENTS

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

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

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

b)   MENU OF LABOUR ADJUSTMENT STRATEGIES

To minimize layoffs, the following menu of labour force adjustment

strategies will be considered and whenever reasonably possible, offered at the appropriate time in the employee reduction process:

- Job sharing.
- Reduced hours of work through partial leaves.
- Transfers to other areas within the bargaining unit subject to available work and meeting qualifications, with minimal training required.
- Paid and unpaid leaves of absence for use to seek alternate employment, retirement adjustment, retraining, etc.
- Voluntary severance.
- Purchasing past pensionable service. If permissible the employer will match a minimum of three years' contributions to the Municipal Pension Plan, where an employee opts for early retirement.
- Early retirement incentives.
- Agreed Secondment.
- Retraining.
- Trial retirement.
- Continuation of health and welfare benefits.
- Combinations and variations of the above or other alternatives.

c) **LAYOFFS MAY OCCUR**

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

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

### **4.01 DUES DEDUCTIONS**

The Employer shall, as a condition of employment, deduct from the bi-weekly wages or salary of each employee in the bargaining unit, the amount of the regular monthly dues payable to the Union. The Employer shall deduct from each member of the Union the one time initiation fee of one dollar (\$1.00). Such deductions shall commence on each employee's first day of employment.

### **4.02 ASSESSMENTS**

The Employer shall deduct from any employee any assessments levied in accordance with the Union constitution and/or by-laws and owing by the employee to the Union.

4.03 REMITTANCE

Remittance to the Treasurer of the Union shall not be later than the 10th day of the following month and the Employer shall also provide a list of the following information collected in accordance with The Freedom of Information – Protection of Privacy Act:

- a) Employee names
- b) Employee Addresses and Telephone Numbers
- c) Hourly Wage Rates
- d) Amount of Union dues and assessments for each employee
- e) Employee classification (i.e. regular, full or part-time, temporary, co-op, etc.
- f) Title and location of position

4.04 NOTICE

The Union will advise the Employer in writing of the amount of its regular monthly dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the President and the Treasurer of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.

4.05 NO OTHER ORGANIZATION

From the date of the signing of this Agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other monies deducted by the Employer. An exception may be made for employees who have accepted part-time positions within North Island College Faculty Association in which case North Island College Faculty Association may require deduction of dues.

**ARTICLE 5 – EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEE**

- 5.01 The Employer agrees to acquaint new employees with the fact that a Collective Agreement (a copy of which will be provided) is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-off. Employees shall be advised of the name and location of their steward. Whenever the steward is employed in the same work area as the new employee,

the employees will be immediately introduced to their steward. The Employer agrees that a Union steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for fifteen (15) minutes sometime during the first thirty (30) days of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and the employee's responsibilities and obligations to the Union.

## **ARTICLE 6 – MANAGEMENT RIGHTS**

- 6.01 The Union recognizes and agrees that except as specifically modified by this Agreement, 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 discharge 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. The College shall exercise such rights in a fair and reasonable manner.

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

### **7.01 ESTABLISHMENT OF COMMITTEE**

A Labour Management Committee shall be established consisting of three (3) representatives of the Union and the same number representing the Employer. Both parties may appoint alternative members. This Committee shall enjoy the full support of both parties in the interests of improved service to the public, and job security for the employees.

### **7.02 FUNCTION OF COMMITTEE**

The Committee shall concern itself with the following matters:

- a) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees.
- b) Improving and extending services to the public.
- c) Promoting safety and sanitary practices.
- d) Reviewing suggestions from employees, questions of working conditions and service (but not grievances).
- e) Correcting conditions that might cause grievances and misunderstandings.



7.03 MEETING OF COMMITTEE

The Committee shall meet at least monthly, unless otherwise agreed, at a mutually agreed time and place. Each member shall receive a notice and agenda of the meeting, at least seven (7) days in advance of the meeting. Employees shall not suffer any loss of pay for time spent with the Committee and shall be allotted time during normal working hours to perform tasks for or on behalf of the Committee where such tasks are agreed necessary by both parties.

7.04 CIRCULATION OF AGREEMENTS REACHED

Matters discussed by the Labour Management Committee shall be recorded and signed by one designated representative of Management and Union.

Any memoranda or recommendations reached by this Committee shall be passed to the Employer and the Union for information, review and/or decision.

Nothing shall be done by the Committee to change the terms and conditions of this agreement.

7.05 UNION BARGAINING COMMITTEE

A Union Bargaining Committee shall be appointed by the Union and shall consist of three (3) members of the Union. The Union shall have the right at any time to have the assistance of members of the staff of the Union when negotiating with the Employer.

7.06 UNION REPRESENTATIVES

The Employer agrees that access to its premises will be granted to members of the staff of the Union when dealing or negotiating with the Employer, as well as for the purpose of investigating and assisting in the settlement of a grievance. Members of Union staff shall notify the designated supervisory official in advance of their intention and their purpose for entering and shall not interfere with the operation of the department or section concerned.

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

7.07 TECHNICAL INFORMATION

The Employer agrees to provide to the Union such information that is readily available at reasonable cost relating to employees in the bargaining unit, as may be required by the Union for collective bargaining purposes.

**ARTICLE 8 – GRIEVANCES**

8.01 RECOGNITION OF UNION STEWARDS

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union and the Union Stewards. The Steward shall assist any employee that the Steward represents, in preparing and presenting a grievance in accordance with the grievance procedure.

8.02 NAMES OF STEWARDS

The Union shall notify the Employer in writing of the name of each Steward and the area they represent before the Employer shall be required to recognize them.

8.03 PERMISSION TO LEAVE WORK

Except as provided below, the Employer agrees that stewards shall not be hindered in the performance of their duties, while investigating disputes and presenting grievances as provided in this Article. The Union recognizes that each steward is employed by the Employer and that they will not leave their work during working hours except to perform their duties under this Agreement. Therefore, no steward shall leave work without the permission of their supervisor, which will not unreasonably be withheld. Wherever possible, at least one (1) day's notice will be provided by either party when a Steward is required to travel to another community to perform their duties under this Agreement.

8.04 SETTLING OF GRIEVANCES

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

The aggrieved employee(s) shall submit the grievance to their steward. If the employee's steward is absent, they may submit the grievance to the Union. At each step of the Grievance procedure the grievor shall have the right to be present.

## STEP 1

If the steward and/or the Union consider the grievance to be justified, the parties will first discuss the dispute with the employee's immediate supervisor. An employee who wishes to present grievance at STEP 1 of the grievance procedure must do so no later than twenty (20) working days after the date:

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

## STEP 2

Failing satisfactory settlement within five (5) working days after the dispute was submitted under STEP 1, the Union will submit a written statement of the particulars of the grievance and the redress sought to next level of supervision above the grievor's immediate supervisor. The person to whom the grievance is submitted shall render their decision within five (5) working days after receipt of such notice.

## STEP 3

Failing settlement being reached at STEP 2, the Union will submit the written grievance within twenty (20) working days to the College President who shall render a decision within ten (10) working days following receipt of the grievance.

## STEP 4

Failing a satisfactory settlement being reached in STEP 3, the Union may refer the dispute to binding arbitration within twenty (20) working days after receipt of the decision of the President.

## 8.05 POLICY AND UNION GRIEVANCE

The Union and its representatives shall have the right to originate a grievance on behalf of an employee or group of employees. In addition, where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, STEP 1 of this Article may be bypassed.

## 8.06 REPLIES IN WRITING

Replies to grievances stating reasons shall be in writing at all stages.

8.07 FACILITIES FOR GRIEVANCES

The Employer shall supply the necessary facilities for the grievance meetings.

8.08 FAILURE TO ACT WITHIN TIME LIMITS

If the grievor or the Union fails to process a grievance to the next step in the grievance procedure within the time limits specified, they shall not be deemed to have prejudiced their position in arbitration.

8.09 TECHNICAL OBJECTIONS TO GRIEVANCES

An arbitration board shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision which is deemed just and equitable.

**ARTICLE 9 – ARBITRATION**

9.01 COMPOSITION OF BOARD OF ARBITRATION

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail addressed to the other party of the Agreement.

An arbitrator shall be selected by the parties in order of rotation from the following list.

Vince Ready  
Don Munroe  
Stephen Kelleher  
Nancy Morrison

If either party wishes a grievance to be heard by a three (3) person Arbitration Board rather than a single Arbitrator, they shall notify the other party at the time they indicate a grievance is proceeding to arbitration. Within five (5) days thereafter, both parties shall answer by registered mail indicating the name and address of its appointee to the Board. The impartial chairperson shall be selected by the parties from the above list in rotational order.

9.02 FAILURE TO APPOINT

If either party fails to appoint their representative to a three (3) person Arbitration Board, the appointment shall be made by the Minister of Labour upon request of the party who has made their appointment.

9.03 DECISION OF THE BOARD

The decision of the majority of a three person Board shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration whether it is a single or three person Board shall be final, binding and enforceable on all parties, and may not be changed. A Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions or make any decision contrary to the provisions of this Agreement. However, the Board shall have the power to amend a grievance, modify penalties or dispose of a grievance by any arrangement which it deems just and equitable.

9.04 EXPENSES OF THE BOARD

Each party shall pay:

- a) One-half of the fees and expenses of the Chairperson; and
- b) If a three person Board is appointed, the fees and expenses of the arbitrator it appoints.

9.05 AMENDING OF TIME LIMITS

The time limits fixed in both the grievance and arbitration procedure may be extended by mutual agreement.

9.06 ARBITRATION ALTERNATIVE

As an alternative to the arbitration procedure set out above, the Parties may, by mutual agreement, invoke Section 103 of the Labour Relations Code to facilitate the settlement of a grievance.

If 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 the agreement including any question as to whether a matter is arbitrable, during the term of the collective agreement, Stephen Kelleher, Don Munroe, or a substitute agreed to by the parties, shall at the request of either party

- a) investigate the difference;
- b) define the issue in the difference; and
- c) make written recommendations to resolve the difference within thirty (30) days of the date of the receipt of the request; and, for those thirty (30) days from that date, time does not run in respect to the grievance procedure.

## **ARTICLE 10 – DISCHARGE, SUSPENSION AND DISCIPLINE**

### **10.01 BURDEN OF PROOF**

In cases of discharge and discipline, the burden of proof of just cause shall rest with the Employer. Evidence shall be limited to the grounds stated in the discharge or discipline notice to the employee.

### **10.02 WARNINGS**

Whenever the Employer or his authorized agent deems it necessary to warn an employee the Employer shall immediately give written particulars of such warning to the employee involved and the President and the Secretary of the Union.

The parties agree to make reasonable efforts to maintain confidentiality.

### **10.03 EVALUATION REPORTS**

Where a formal appraisal of an employee's performance is carried out, the employee concerned shall be given the opportunity to read and review the appraisal. Provision shall be made on the evaluation form for an employee to comment and to sign it as having read it.

### **10.04 PERSONNEL FILES**

Any employee shall have access to their complete personnel file.

## **ARTICLE 11 – SENIORITY**

### **11.01 SENIORITY DEFINED**

Seniority is defined as the length of continuous service as a regular employee in the bargaining unit. Seniority shall operate on a bargaining-unit-wide basis unless otherwise specifically provided by this Agreement.

### **11.02 SENIORITY LIST**

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all designated bulletin boards quarterly.

### **11.03 PROBATION FOR NEWLY HIRED EMPLOYEES**

A newly hired employee shall be on probation for a period of six (6) months from the date of hiring. During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement.

After completion of the probationary period, seniority shall be effective from the original date of employment.

### **11.04 BRIDGING OF SERVICE**

If a regular employee resigns after the signing of this Agreement as a result of a decision to raise a dependent child, or dependent children, and is re-employed through winning a competition, they shall, on completion of the probation period, be credited with length of service accumulated at the time of resignation for the purposes of benefits based on service seniority, provided all of the following conditions are met:

- a) The employee must have been a regular employee with at least three (3) years of service seniority at the time of resignation;
- b) The resignation was conveyed in writing to the Employer as stated above;
- c) The break in service shall be for no longer than six (6) years;
- d) Employees who meet the conditions of a, b, and c above shall be considered as internal applicants, without credit of previous service seniority, for posted vacancies at North Island College; and

- e) Upon recommencing employment, such employee shall be subject to the probation period pursuant to Article 11.03.

11.05 SENIORITY RETENTION DURING DISABILITY

An employee on sick leave, short-term, long-term or W.C.B. disability benefits will continue to accrue seniority.

**ARTICLE 12 – LAYOFF AND RECALL**

A layoff shall be defined as a reduction in the work force or a reduction in the regular hours of work as defined in this Agreement.

12.01 LAYOFF AND RECALL

- a) The Employer shall notify regular employees not given a termination date when hired who are to be laid off a minimum of twenty (20) working days prior to the effective date of layoff. If the employee has not had the opportunity to work twenty (20) full days after notice of layoff, they shall be paid in lieu of work for that part of the twenty (20) days during which work was not made available.
- b) On layoff, premium cost sharing and benefit coverage excluding Long Term Disability and Short Term Disability pursuant to Article 27 shall continue for three (3) months. Coverage may continue at the employee's option for an additional three (3) months, however, the employee will be required to pay the full cost of premiums for this additional period.

Employees recalled during the eighteen (18) month recall period shall be re-enrolled on the first day of the month following recall. Employees rehired after the recall period shall be required to work the full benefit qualification period.

- c) A regular employee about to be laid off having the required skill, knowledge and ability may exercise seniority rights to bump locally or bargaining-unit-wide to an equivalent or lower classification providing the employee bumped is the most junior in the classification and providing a part-time employee cannot increase their hours of work through the bumping process. Where an employee chooses to bump outside of the community in which the employee has most recently worked, all relocation expenses are the responsibility of the employee.
- d) Upon receipt of layoff notice the employee will be entitled to meet with a Union and a College representative to clarify the options available to the



employee. Such a meeting must be requested by the employee not later than two (2) working days following receipt of notice, and shall be convened no later than three (3) working days thereafter. The Employer must be notified by the Union or the employee of where bumping will occur within two (2) working days following that meeting, or within seven (7) working days following receipt of layoff notice should a meeting not be requested. In exceptional circumstances, an extension of these timelines may be granted by mutual agreement of the parties.

A regular employee who is laid off on a seasonal basis each year shall not be entitled to bump or choose severance under such circumstances, but shall have those rights if laid off for any other reason.

- e) Regular employees on layoff shall be recalled in order of service seniority, provided they have the skill, knowledge and ability to perform the available work. The employee has the right to refuse recall, if outside of the employee's community, without losing recall rights.
- f) A list of regular employees shall be kept and the Employer shall notify said employees of regular and temporary vacancies. Where temporary vacancies occur, employees on the recall list shall be advised and considered to fill such vacancies prior to any other potential applicants providing the employee has the skill, knowledge, and ability for the position. Refusal to accept a temporary vacancy shall not affect the employee's recall rights.
- g)
  - i) An employee on the Recall List, currently not employed by the College, shall maintain their address and phone number with the College for the purpose of recall.
  - ii) An employee on the Recall List may request severance pay at any time during the period of time on the Recall List and shall be deemed terminated when severance is paid.
  - iii) After eighteen (18) months on the Recall List, an employee who has not been recalled to a temporary or regular position shall be deemed terminated and the severance pay shall be paid.
  - iv) An employee who accepts a temporary vacancy during their recall period continues to be entitled to recall to a regular position. Should a temporary appointment extend beyond the "off recall" date, the right to be recalled to a regular position ends on that date even though the employee continues in the temporary position.
  - v) When an employee accepts a temporary vacancy, which is fewer hours than their recall rights, the employee continues on the recall list for the remaining portion of their recall hours during the period of the temporary vacancy.

- vi) When an employee accepts a temporary appointment that ends before their “off recall” date, the employee reverts to the remainder of their recall entitlement when that appointment ends.
  - vii) When an employee accepts a temporary appointment that ends after their “off recall” date, the employee continues in the position for the remainder of the term but goes off the Recall List on the specified date. Seniority rights will apply and seniority will accrue for the term of the temporary employment.
  - viii) An employee on the Recall List who accepts a temporary vacancy and then voluntarily resigns the position after the trial period but before the term ends, for reasons within the employee’s control, loses the relevant portion of their recall rights for the period of the temporary vacancy.
  - ix) When an employee is recalled to the same position as that from which he/she was laid off, they shall have two (2) weeks to return to work unless a specific recall date has been previously determined or a longer period is required not to exceed an additional two (2) weeks.
  - x) When an employee refuses recall to the same position as that from which they were laid off, the employee is deemed terminated.
- h) The provisions of this section shall only apply in respect of any employee for a period of eighteen (18) months following the date of layoff.

12.02 SEVERANCE

An employee, on or before the date of layoff, shall have the option of choosing recall pursuant to Article 12.01 or choosing severance, in which case employment shall be considered terminated and the following severance pay shall be awarded:

0 – 3 years of service	2 weeks severance pay
Each additional year of service	1 additional week of severance pay to a maximum of 8 weeks

**ARTICLE 13 – HOURS OF WORK**

13.01 STANDARD WORK HOURS

- a) The standard work week for regular full-time employees shall consist of five (5) consecutive days, thirty-five hours per week.

- b) The standard workday for regular full-time employees shall be seven (7) hours exclusive of the meal period.
- c) Part-time is less than thirty-five (35) hours per week.

13.02 REGULAR EMPLOYEE'S WORK SCHEDULE

A regular employee's work schedule shall not be changed without consultation.

Where agreement cannot be reached, the regular employee rescheduled shall be the person in the Department/Centre, with the least seniority in the same job classification who could be rescheduled.

13.03 MINIMUM DAILY HOURS

The Employer shall make every reasonable effort to schedule employees for shifts of a minimum of four (4) hours.

13.04 MEAL PERIODS

- a) Meal periods shall be one hour unless mutually agreed otherwise. Meal periods shall be scheduled as close as possible to the middle of the work day or shift, or at some other mutually agreed time.
- b) An employee shall be entitled to take her meal period away from the work station. Where this cannot be done, the meal period shall be considered as time worked and compensated for at the applicable overtime rate, providing such time is authorized, or can be shown to have been unavoidable.

13.05 REST PERIODS

An employee shall be permitted a paid rest period of fifteen (15) consecutive minutes in both the first half and the second half of each scheduled work period, or at some other mutually agreed time, in an area made available by the Employer.

13.06 WORKPLACE FLEXIBILITY

- a) Where for bona fide operational reasons the Employer schedules employees to work Saturday or Sunday, Article 13.01 (a) shall apply except as expressly provided below:

- b) New positions created and vacant positions may include Saturday and/or Sunday as a regular workday. Postings for these positions shall state the consecutive days of work.
- c) No regular employee hired prior to May 15, 2000 (date of ratification of the 1998-2002 Common Agreement) shall be required to work Saturday or Sunday as a regular workday, unless the employee is currently scheduled to work on Saturday or Sunday.
- d) A premium of one additional hour of pay per shift shall apply to all regularly scheduled work on Saturday and Sunday.
- e) No employee shall be laid off or have their hours of work reduced as a result of this Article.

## **ARTICLE 14 – SHIFT WORK**

### 14.01 DEFINITION OF SHIFT

- a) All hours worked on any shift between 6:00 a.m. and 5:59 p.m. shall be considered a day shift.
- b) All hours worked on any shift between 6:00 p.m. and 11:59 p.m. shall be considered a second shift.
- c) All hours worked on any shift between 12:00 a.m. and 5:59 a.m. shall be considered a third shift.

### 14.02 SHIFT PREMIUM

Shift premiums shall be paid for all hours worked on a second or third shift. Shift premiums shall be:

50 cents per hour for the second shift

75 cents per hour for the third shift

Shift premiums will apply to overtime hours worked in conjunction with a shift.

### 14.03 SPLIT SHIFTS

Regular employees of the College as of July 2, 1991, shall not be subject to split shifts.

Regular employees hired after July 2, 1991, and Temporary employees may be required to work split shifts only after thorough discussions with the Union have not resulted in any other viable option providing that not more than thirteen (13) hours elapses between the beginning and the end of the shift.

14.04 NOTICE OF SHIFT SCHEDULES

Schedules of shift work for regular employees and temporary employees working a scheduled shift shall be posted at least forty-eight (48) hours in advance of the starting day of a new schedule. However, the Employer will make every effort to post shift schedules fourteen (14) days in advance, and employees involved will be consulted prior to any change in the shift schedule in order to determine their availability.

In the event that an employee's schedule of shift work and/or hours of work are changed without the forty eight (48) hours advance notice required, the employee will receive the second shift premium pursuant to 14.02 for work performed on the first new scheduled shift to which they changed in addition to their regular pay. Subsequent shifts worked on the new schedules shall be without this premium.

14.05 SHORT CHANGE OVER

If shifts are scheduled so that there are not 24 hours between the start of an employee's shift and the start of the next shift, overtime rates apply to hours worked on the succeeding shift within the 24-hour period.

This Article shall not apply to employees sharing the present 2:00 p.m. to 9:00 p.m. shift in the Learning Centres/Campuses.

14.06 EXCHANGE OF SHIFTS

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

14.07 ATTENDANCE AT COMMITTEE MEETINGS

Where an employee is asked by the College and chooses to attend meetings of a College joint or multi-party committee outside of working hours, equivalent time off will be provided as compensation for any travel time and meeting time required.

If an employee is required to perform duties on behalf of such a committee, e.g. prepare minutes of meetings or work on a committee project, time will be

arranged for such duties during normal working hours. Should this not be possible, equivalent time off will be provided as compensation. Any request for compensatory time off must receive prior approval from the Employer.

14.08           SHIFT CHANGE

The starting and stopping times of all new or changed shifts shall be subject to discussions with the Union.

14.09           CHANGE OF WORK LOCATION

Except in the case of temporary assignment changes for a duration of less than one (1) month, and except in the case of emergencies the Employer will give a regular employee two (2) weeks' advance notice in writing stating the reasons, prior to implementing any change in the employee's designated work location within the community.

No regular employee will be required to change their work location to another community, except in the case of temporary assignment changes or emergencies, and when such is the case the Employer will compensate all traveling and other expenses.

For the purposes of this Agreement, the Comox Valley shall be considered one community.

**ARTICLE 15 – OVERTIME**

15.01           DEFINITIONS

- a) "Overtime" means work performed by an employee in excess of seven (7) hours in a day or thirty-five (35) hours in a week.
- b) "Straight time rate" means the hourly rate of remuneration.
- c) "Time and one-half" means one and one-half (1 1/2) times the straight rate.
- d) "Double time rate" means two (2) times straight rate.
- e) "Double time and one-half" means two and one-half (2 1/2) times the straight time rate.

15.02 SHARING OF OVERTIME

Overtime work shall be allocated on an equitable basis among employees who are willing and qualified to perform the available work. It is recognized that due to operational difficulties, the allocation of overtime work may vary.

15.03 OVERTIME COMPENSATION

- a) Overtime worked shall be compensated for at the following rates:
  - i) time and one-half for first four (4) overtime hours worked after a normal full-time work day, and
  - ii) double time for all hours worked in excess of four (4) overtime hours worked after a normal full-time work day.
  - iii) double time for all hours worked on day of rest.
- b) An employee on travel status who is required to travel on the Employer's business outside the employee's regular working hours shall receive compensating time off at straight time rates for all hours traveled. The Employer may determine the means of such travel.

15.04 MEAL ALLOWANCES

An employee, who is scheduled to work more than three (3) hours overtime on a scheduled work day, shall be provided with a meal or shall be reimbursed in the amount established by the College for meal expenses. A meal break of 1/2 hour with pay shall be given at the overtime rate. This section shall not apply to an employee who is on travel status, which entitles a claim for lodging and/or meals.

15.05 NO LAYOFF TO COMPENSATE FOR OVERTIME

Employees shall not be required to lay off during regular hours to equalize any overtime worked. However, the employee may request supervisory approval for time-off in lieu of overtime at the applicable overtime rate and such a request shall not be unreasonably denied, or the employee shall have the option to request pay-out of banked overtime. An employee's bank of compensating time off shall not exceed thirty-five (35) hours.

15.06 CALCULATION OF OVERTIME RATE

Should the hourly rate arrived at result in a fraction of one cent; it shall be taken to the next highest full cent before multiplying the applicable overtime rate.

15.07 RIGHT TO REFUSE OVERTIME

Each employee shall have the right to refuse to work overtime, except when required to do so in an emergency situation, without being subject to disciplinary action for so refusing.

15.08 CALL-OUT PROVISION

An employee who is called back to work outside of the employee’s regular working hours shall be compensated for a minimum of two (2) hours at the applicable overtime rate.

**ARTICLE 16 – GENERAL HOLIDAYS**

16.01 RATE OF PAY

Regular and probationary full-time and part-time employees shall receive their regular pay for the following general holidays:

- |                      |                  |
|----------------------|------------------|
| New Year’s Day       | Labour Day       |
| Good Friday          | Thanksgiving Day |
| Easter Monday        | Remembrance Day  |
| Victoria Day         | Christmas Day    |
| Canada Day           | Boxing Day       |
| British Columbia Day |                  |

and any other day proclaimed by the Government of British Columbia, or the Employer.

16.02 SESSIONAL EMPLOYEES

Sessional employees shall receive their regular pay for those general holidays falling within their term of employment.

16.03 LESS THAN FULL-TIME EMPLOYEES

Where a general holiday falls on a regular work day for less than full-time employees, they shall receive their regular pay for that holiday. Where the general holiday falls on a day they are not regularly scheduled to work, they shall receive time off in lieu based on the following calculation:

Number of hours worked in the:

$$\frac{\text{30-day period preceding the general holiday}}{\text{divided by 15}} = \text{time in lieu entitlement}$$



16.04 PAY IN LIEU FOR TEMPORARY EMPLOYMENT

Temporary employees and regular employees working additional temporary hours shall be paid 4.23% of salary on each pay cheque in lieu of general holidays.

16.05 WORKING ON A GENERAL HOLIDAY

Where an employee is required to work on a general holiday, pay shall be at double the regular rate of pay for all hours worked on the holiday. In addition, the employee shall receive another day off in lieu of the holiday with the regular pay they would have been entitled to on the holiday had they not been required to work.

16.06 CHRISTMAS DAY AND NEW YEAR'S DAY OR GOOD FRIDAY AND EASTER MONDAY

When an employee is normally scheduled to work on Christmas Day and New Year's Day or Good Friday and Easter Monday, they will have at least one of these days as a general holiday.

**ARTICLE 17 – VACATIONS**

17.01 VACATION YEAR

For the purpose of this Agreement, the Vacation year shall mean the twelve (12) month period from January 1st to December 31st, inclusive.

17.02 VACATION ENTITLEMENT

- a) Regular full-time employees shall be entitled to paid vacation which may be taken in the year in which it is earned, as follows:
  - i) In the first incomplete vacation year 1.25 days per month
  - ii) After the first incomplete vacation year 3 weeks/(15 working days)
  - iii) After the first incomplete vacation year 4 weeks/(20 working days) plus three (3) complete vacation years
  - iv) After the first incomplete vacation year 5 weeks/(25 working days) plus twelve (12) complete vacation years
- b) Regular part-time employees will have vacation pay pro-rated, however shall receive full entitlement.

- c) Temporary employees working seventeen and one-half (17 ½) hours or more per week shall be paid six percent (6%) of gross earnings on each pay cheque in lieu of vacation. Those working less than seventeen and one-half (17 ½) hours shall be paid four percent (4%).
- d) Co-operative Education student employees shall be paid 6% of gross earnings on each pay cheque in lieu of vacation time.
- e) Employees who work sessionally shall receive the following percentages on each pay cheque in lieu of vacation pursuant to 17.02 (a) above:
  - i) 6%
  - ii) 6%
  - iii) 8%
  - iv) 10%
- f) Vacation Credits

Employees on approved leave of absence shall continue to accrue vacation credits with the following exceptions:

- i) general leave of absence in excess of one (1) month;
- ii) deferred salary leave;
- iii) full-time Union and public duties.
- g) Employees may request to carry over a maximum of five (5) days vacation to the following vacation year providing the employee makes a written request at least sixty (60) days prior to the end of the vacation year. Such requests shall not be unreasonably denied. Vacation deferred at the request of the Employer shall be carried over in addition to the five (5) days above and must be taken within twenty-four (24) months.
- h) No regular employee employed on a twelve (12) month basis shall be restricted in the time of year the employee chooses to take vacation entitlement or the number of consecutive vacation days provided that the Employer's ability to provide service is not impaired.
- i) Approval for multiple vacation requests for the same time period within a department/centre shall be shared equitably between employees.

## 17.03

### COMPENSATION FOR HOLIDAYS FALLING WITHIN VACATION

When a statutory holiday falls on or is observed during an employee's annual vacation, it shall be recorded as a statutory holiday on the timesheet and shall not be deducted from the employee's vacation credits.

17.04 PAYCHEQUES – IN ADVANCE OF VACATION

Employees may, upon giving thirty (30) calendar days prior notice, receive on the last working day preceding commencement of their vacation, any cheques or deposit which would normally fall during the period of their vacation.

17.05 APPROVED SICK LEAVE DURING VACATION

An employee who is eligible for sick leave and who suffers a serious illness or accident while on vacation shall have vacation credits reinstated and shall be placed on sick leave.

An employee must advise the Employer of their intention to claim vacation credits within seven (7) days of returning to work.

17.06 VACATION RELIEF

The Employer shall, where practical, give regular employees the opportunity to substitute in higher paying positions for the purposes of vacation relief. Such employees shall have the skill, knowledge and ability to perform the work.

**ARTICLE 18 – SICK LEAVE**

18.01 SICK LEAVE ENTITLEMENT

A regular full-time employee shall earn sick leave credits at the rate of one and a half (1½) days for each month of service. Sick leave shall accumulate to a maximum of one hundred and twenty (120) days.

A regular part-time employee working at least an average of seventeen and one-half (17½) hours per week shall be entitled to sick leave credits on a pro rata basis.

Regular part-time employees working less than an average of seventeen and one-half (17 ½) hours per week shall be entitled to earn sick leave credits equivalent to 1½ days per month on a pro rata basis.

Employees on the following leaves of absence shall not accumulate sick leave credits:

- i) general leave of absence in excess of one (1) month;
- ii) deferred salary leave;

- iii) full-time Union and public duties.

Temporary employees working seventeen and one-half (17½) or more hours per week shall accumulate sick leave credits at the rate of one (1) day for each month of service, not to accumulate beyond the employee's temporary contract.

Where an employee is absent from work because of illness or injury, the employee shall be entitled to claim sick leave at their regular rate of pay for a maximum period equivalent to their accumulated sick leave credit.

#### 18.02 MEDICAL CERTIFICATES

Where the Employer requests medical certificates the Employer shall pay the costs of such certificates.

#### 18.03 EMPLOYEE TO INFORM IMMEDIATE SUPERVISOR

The employee shall make every reasonable effort to inform the immediate supervisor as soon as possible of their inability to report to work because of illness or injury.

#### 18.04 FAMILY ILLNESS

In case of illness of a member of the immediate family of an employee, as defined in Article 20.01 when no one at home other than the employee can provide for the needs of the ill person, the employee shall be entitled, after notifying their supervisor, to use annual sick leave entitlement up to a maximum of ten (10) days per annum for this purpose.

#### 18.05 LEAVE FOR MEDICAL AND DENTAL CARE

Every effort shall be made to arrange appointments so as not to conflict with regular working hours. An employee shall consult with their supervisor in arranging the timing for medical and dental appointments that cannot be arranged outside working hours.

Time off of up to one (1) hour for an appointment shall not be deducted from an employee's pay or sick leave credits. If the time off exceeds an hour, the additional amount of time off shall be deducted from an employee's sick leave credits, or where there are no credits, from an employee's pay.

When a series of medical or dental appointments or treatments are required, the scheduling of the timing of such appointments/treatments must be done in consultation with the supervisor prior to the start-up of the series.

18.06 DEDUCTION OF SICK LEAVE

Sick leave for less than a day shall be deducted on a pro-rated basis.

18.07 SICK LEAVE RECORDS

Upon written request an employee shall be advised of the balance of their sick leave credits.

18.08 SHORT TERM DISABILITY

Sick leave credits must be utilized before Short Term Disability commences except in the case of maternity leave. Short Term Disability benefits are provided subject to provision of medical documentation and pursuant to the terms of the agreement with the insurance carrier.

18.09 LONG TERM DISABILITY

Upon completion of weekly indemnity coverage, and with continued medical documentation, Long Term Disability benefits become effective pursuant to the terms of the agreement with the insurance carrier.

18.10 ADVANCE OF INSURANCE PAYMENTS

In the event that the initial Short Term Disability or Long Term Disability payments are delayed, the Employer will provide advance payment(s), which will be reimbursed upon receipt of Short Term Disability or Long Term Disability monies.

18.11 WORKERS' COMPENSATION BENEFITS

Sick leave credits will be utilized to top up an employee's salary when an employee is eligible to receive W.C.B. disability benefits. The Employer will pay the employee their regular pay to the extent of the employee's sick leave credits and the employee will remit the W.C.B. payment to the College until the sick leave credits are exhausted.

For each day of W.C.B. benefits received, the appropriate portion of a day of sick leave credits shall be deducted from the employee's accumulation. Employees with no sick leave credits accumulated or having exhausted credits shall receive payment directly from the Workers' Compensation Board.

## **ARTICLE 19 – CAREER DEVELOPMENT, EDUCATION AND TRAINING**

### **19.01 PURPOSE**

Both parties recognize the importance of training and education in creating and maintaining a vital and competent workforce. The provisions of the Article are intended to ensure that the two parties achieve maximum benefit from education and training activities. This includes training and education for:

- a) Establishing, maintaining, or improving skills required by an employee's current work assignment
- b) Enabling an employee to retain or move into a position after being affected by technological change Article 23 or other imposed change, or
- c) Preparing an employee for promotional advancement or career change, whether inside or outside the college.

### **19.02 COURSE LEAVE**

An employee shall be granted leave with pay to take courses at the request of the Employer. When such leave is granted the Employer shall bear the full cost of the course, including tuition, entrance or registration fees, laboratory fees, and course required books. The Employer shall also reimburse the employee for traveling, subsistence and other legitimate expenses where applicable.

### **19.03 EMPLOYER SUPPORTED TRAINING OPPORTUNITIES**

The Employer shall bulletin any training courses and experimental programs for which employees may be selected. The bulletin shall contain the following information:

- a) Type of course, subjects and materials to be covered.
- b) Time, duration, location and enrolment minimum and maximum of the course.
- c) Basic minimum qualifications required for applicants.

This bulletin shall be posted for a period of two (2) weeks on bulletin boards in all departments/campuses/centres to afford all interested employees an opportunity to apply for such training.

This does not preclude a supervisor recommending a candidate for selection.

Employees shall continue at their regular rate of pay and with no loss of seniority during training.

19.04 CAREER DEVELOPMENT FUND

The Employer and the Union shall establish a jointly administered Career Development Fund that shall be maintained at \$6,000 annually.

On April 1st of each year, \$6,000 shall be placed in that fund, paid eighty percent (80%) by the Employer and twenty percent (20%) by the Union. Funds remaining at the end of the year shall be carried forward to the following year.

A joint committee shall be established to administer the fund and approve requests for career development. The committee shall consist of two (2) representatives of the Employer and two (2) representatives of the Union.

19.05 COLLEGE CREDIT COURSES AND EVALUATED COMMUNITY EDUCATION COURSES

The Employer supports the concept of employee career development and will waive registration fees for college credit and evaluated community education courses to be taken by an employee. Regular employees will be eligible under the following circumstances:

- a) the employee has obtained the approval of their immediate supervisor prior to taking the course if it occurs during the employee's regular working hours, and such approval shall not be unreasonably denied; and
- b) in cost recovery Community Education and credit courses, providing the minimum enrolment for fee payers is met.

Under this article, fees will only be waived for a maximum of three (3) units or equivalent per year as established by the College Tuition Fee By-law.

Employees shall submit proof of successful completion to Human Resources for their personnel files.

The parties agree to establish a Prior Learning Assessment Fund to be administered by the Career Development Fund Joint Committee as per Article 19.04. On April 1<sup>st</sup> of each year, the Employer shall deposit \$2000 in the PLA Fund. Any unused funds shall be transferred to the Career Development Fund annually.

19.06 EDUCATION AND TRAINING AT EMPLOYER EXPENSE

Where education or training is undertaken at Employer expense, pursuant to Articles 19.03, 19.04 or 19.05, such education or training should:

- a) relate reasonably to the employee's current job position or occupational category and promotional path, or
- b) fit into a career plan established by the employee and provided to the employee's immediate supervisor and also to the Career Development Committee where application for funding is made pursuant to Article 19.04.

19.07 INSTITUTIONAL STAFF DEVELOPMENT DAY

The parties recognize that mutual benefits accrue to the institution and its employees where the Employer and members of the bargaining unit are provided with opportunity to communicate regional or college-wide concerns that fall outside the purview of the collective agreement.

Further, the parties acknowledge the need to encourage constructive dialogue in order to evaluate and address those concerns on an on-going basis. In order to facilitate such dialogue, the parties agree:

- a) To undertake a joint initiative to establish an annual institutional development day, on a regional and/or college-wide basis for the purpose of creating a venue in which support workers may discuss and endeavour to address issues of concern.
- b) Institutional Staff Development Day shall be scheduled so as to cause minimal disruption in support services, and shall focus on issues of relevance and concern to support workers in the system.
- c) The attendance and participation of employees shall be on a voluntary basis, but without loss of pay. Employees who choose not to attend are required to maintain their regular work schedules.

**ARTICLE 20 – SPECIAL AND OTHER LEAVE**

20.01 BEREAVEMENT LEAVE

In the case of bereavement in the immediate family an employee not on leave of absence without pay shall be entitled to special leave at their regular rate of pay, for the period of bereavement which shall normally not exceed five (5) working days, including, if necessary an allowance for immediate return traveling time.



When the burial occurs outside the Province, such leave shall also include reasonable traveling time, not to exceed five (5) days. The leave shall normally commence from the date of death to and including the date of the funeral, cremation or interment. However, in the event the funeral, cremation, or interment is not held until a later date, the leave may be taken non-consecutively within three months from the date of death.

If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.

Immediate family is defined as an employee's parents, spouse, including common law and/or same sex partner, child, brother, sister, father-in-law, mother-in-law, grandparents, grandchild, and any relative who has been residing in the same household, or any other relative for whom an employee is required to administer bereavement responsibilities

In the event an immediate family member suffers a medical crisis in which death is considered imminent, the employee may take visitation leave of up to five (5) days. This leave may be taken in lieu of bereavement leave, on the understanding that additional leave, if needed to attend a later funeral of the same family member, shall be treated as normal vacation leave or leave without pay, at the option of the employee.

## 20.02 SPECIAL LEAVE

An employee not on leave of absence without pay shall be entitled to apply for one day special leave at the employee's regular rate of pay for the following reasons:

- a) Marriage of the employee
  - b) Attend wedding of the employee's child
  - c) Serious household or domestic emergency
  - d) Moving household furniture and effects
  - e) Attend the employee's formal hearing to become a Canadian citizen
  - f) Attend funeral as pallbearer or mourner
  - g) Religious holidays observed by the employee
- Requests for such leave(s) shall not be unreasonably denied and shall not exceed a total of three (3) days leave for all causes in any one (1) calendar year.

20.03 FULL-TIME UNION OR PUBLIC DUTIES

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

- a) for employees to seek election in a Municipal, Provincial or Federal election
- b) for employees selected for full-time position with the Union or any body to which the Union is affiliated for a period of one year. Such leave may be renewed each year, on request, during his term in office. Such employees shall receive pay and benefits as provided for in this Agreement but the Union shall reimburse the Employer for all pay and benefits during the period of absence.

20.04 LEAVE OF ABSENCE FOR COLLEGE COMMITTEES

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

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

20.05 LEAVE FOR COURT APPEARANCES

An employee who is called for Jury Duty or as a witness shall continue to receive their regular pay. The employee shall turn over to the College any monies received from the Crown, except travel and meal allowances, on the days the employee is normally scheduled to work providing this does not exceed their regular pay rate.

20.06 ELECTIONS

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

20.07 GENERAL LEAVE

Notwithstanding any provision for leave in the Agreement, the Employer may grant leave of absence without pay to any employee requesting such leave for

good and sufficient reason. Such requests are to be in writing and approved by the appropriate administrator.

Employees on extended leave without pay are required to notify the College of their intention to resume their regular employment at least thirty (30) calendar days in advance of the pre-determined recommencement date.

## **ARTICLE 21 – PREGNANCY/PARENTAL LEAVE**

### **21.01 PREGNANCY LEAVE**

A pregnant employee will qualify for the pregnancy leave provided in the Employment Standards Act.

### **21.02 ADOPTION LEAVE**

An employee adopting a pre-school child shall be eligible for leave benefits set out in this article.

### **21.03 SENIORITY RIGHTS ON RE-EMPLOYMENT**

While on maternity, parental or adoption leave, employees shall retain their full employment status and rights and shall accumulate all benefits and seniority under this Agreement. Upon re-employment all increments to wages and benefits shall apply to which the employee would have been entitled had the leave not been taken.

### **21.04 SICK LEAVE CREDITS**

Illness arising due to pregnancy during employment and prior to leave of absence may be charged to normal sick leave credits.

### **21.05 PATERNITY LEAVE**

A male employee will be granted two (2) days paternity leave, with pay, to attend at the birth, or upon adoption, of a dependent child.

### **21.06 PARENTAL LEAVE**

An employee shall be entitled to parental leave as provided in the Employment Standards Act.

21.07 LEAVE DURING PROBATION PERIOD

An employee commencing leave pursuant to Articles 21.01, 21.02 or 21.06 during the probation period, will be required to complete the unexpired portion of probation upon return to work.

**ARTICLE 22 – OCCUPATIONAL HEALTH AND SAFETY**

22.01 OCCUPATIONAL HEALTH AND SAFETY COMMITTEE

- a) The Employer and the Union agree to establish a College-Wide Occupational Health and Safety Committee. The Committee will be composed of equal numbers of representatives of the Employer and employee groups with a minimum of two (2) representatives of CUPE, Local 3479.
- b) The role of the Occupational Health and Safety Committee is to make recommendations on unsafe, hazardous or dangerous conditions with the aim of preventing and reducing the risk of occupational injury and illness. A copy of the minutes of all Occupational Health and Safety Committees shall be forwarded to the Facilities Department for onward transmittal to the Union, the Employer, W.C.B. and any other agency requiring such information.
- c) The College-Wide Occupational Health and Safety Committee is responsible for establishing procedures within accepted provincial standards and will meet at least quarterly.
- d) The Regional Occupational Health and Safety Committees shall be notified of each accident, injury, or incident and shall investigate and report to the College-Wide Occupational Health & Safety Committee, the Union and the Employer on the nature and cause of the accident, injury, or incident
- e) The Employer and Union further agree to establish Regional Occupational Health & Safety Committees with at least one (1) representative of CUPE, Local 3479 on each regional committee. The Regional Committee will meet once a month.
- f) Employees who serve on either committee shall receive their regular rates of pay for attending meetings of the committees held during working hours, or for investigating safety matters at any time at the direction of the relevant committee.
- g) If meetings and/or investigations occur outside of regular working hours, equivalent time off in lieu shall be paid.

- h) Where either committee recommends revisions that would change the intent of this article, such revisions will be subject to agreement between the Employer and the Union.

22.02 OCCUPATIONAL FIRST AID REQUIREMENTS

- a) Where the Employer requires an employee to obtain or renew their occupational first aid certificate, all mandated expenses such as tuition, learning materials and medical examinations shall be borne by the Employer.

Designated employees shall be granted time off with pay to prepare for and undertake required examination(s) for certificate renewal to a maximum of two (2) working days per certificate renewal.

- b) A bi-weekly premium shall be paid to employees required by the Employer to possess a certificate under this Article. The amount of the premium shall be:

Occupational First Aid	Level 1	\$23.00 bi-weekly
Occupational First Aid	Level 2	\$30.00 bi-weekly
Occupational First Aid	Level 3	\$37.00 bi-weekly

22.03 UNSAFE WORK CONDITIONS

No employee shall be disciplined for refusal to work on a job which the employee has reasonable cause to believe, pursuant to Section 3.24 of the Occupational Health and Safety Regulations, is unsafe.

22.04 VIDEO DISPLAY TERMINALS

- a) Employees will be given an opportunity for a change of work activity not involving a video display terminal after one hour of continuous operation.
- b) A pregnant employee who believes working with a VDT that uses a cathode ray tube may be harmful, may request work reassignment. Such request shall not be unreasonably denied.
- c) Where possible, and when purchasing new equipment, the Employer agrees to take every reasonable step to ensure that computer workstations conform to current safety and ergonomic standards. The Employer agrees to take every reasonable step to ensure that all computer workstations have adjustable keyboards and screens, to minimize lighting glare, and to arrange for annual tests for radiation or harmful emissions.

22.05 SAFETY EQUIPMENT

All safety equipment required in the performance of their duties by employees using hazardous materials or tools will be provided by the college as required by the Occupational Health and Safety Regulations, Section 8.2.

**ARTICLE 23 – TECHNOLOGICAL CHANGE**

The Employer will discuss proposed technological change with the Union and will give as much notice as is reasonably possible to employees affected.

23.01 DEFINITION

In this article, "technological change" means:

- a) the introduction of equipment or material of a different nature or kind than that previously utilized;
- b) a change in work methods, organization or procedures, related to that equipment or material, affecting one or more employees.

23.02 RATE OF PAY – TECHNOLOGICAL CHANGE

An employee whose job is changed or who is displaced from their job by virtue of technological change will not suffer any loss in rate of pay. Where a position, as a result of technological change, is reclassified at a lower classification, or the employee is displaced, the previous rate of pay will be maintained until such time as the new rate of pay plus any negotiated general wage increases equals the previous rate of pay.

23.03 TRANSFER ARRANGEMENTS

An employee who is rendered redundant, displaced, or has their hours reduced as a result of technological change shall be given an opportunity to displace another employee pursuant to Section 12.01 (Layoff and Recall).

23.04 TRAINING BENEFITS

- a) Where new or greater skills are required than are already possessed by affected employees as a result of a technological change and where such new skills are consistent with the employee's general education experience and background and can therefore be reasonably achieved such employees

shall be provided with the required training by the Employer, and in accordance with Article 19.02.

- b) When new, enhanced or changed work processes are introduced into an employee's job, the Employer shall identify and provide the learning opportunities, support and/or training required to perform the job duties.
- c) The Employer will discuss the employee development needs with the affected employees.
- d) Employees shall suffer no loss of pay, excluding overtime, to participate in this training.

#### 23.05 TRAINING PERIOD

The training provided for in this article shall be given during the hours of work whenever possible. Any such training outside of working hours shall be considered voluntary unless at the request of the Employer, in which case time devoted to training shall be considered as time worked.

### **ARTICLE 24 – PROMOTIONS AND STAFF CHANGES**

#### 24.01 JOB POSTINGS

- a) When a vacancy occurs or a new position is created inside the bargaining unit, the Employer shall notify the Union in writing and post notice of the position on all designated Bulletin Boards for a minimum of five (5) working days so that all members will know about the vacancy or new position.

In the event that five (5) hours or more are added to a position the following shall apply:

- i) If the employee has been in the position less than eighteen (18) months, the position shall be posted.
  - ii) If the employee has been in the position eighteen (18) months or more, the employee shall have the option to accept the additional hours. If the hours are not accepted, the position shall be posted.
- b) A temporary vacancy specified as three (3) months or less is not subject to posting, however the Employer shall notify the Union in writing and seniority factors as outlined in Section 24.05 shall apply. If such vacancy is extended, it shall be posted except by mutual agreement.

- c) Pursuant to Article 1.05 (b) temporary positions will normally be converted to regular status and posted if continued beyond ten (10) months in an eighteen (18) month period. If the temporary employee is successful in that job competition, on completion of the probation period, seniority will be backdated to include time in that particular job as a temporary.

#### 24.02 INFORMATION IN POSTING

Such notices shall contain the following information:

nature of position, qualifications, required knowledge and education, skills, shift, wage rate or salary.

#### 24.03 OUTSIDE APPLICATIONS

- a) No applications received as a result of outside advertisement for any vacancy shall be considered until the applications of present regular employees have been thoroughly processed and no qualified applicant found.
- b) Co-op students shall be considered as outside applicants for the purpose of this Article.
- c) Temporary employees shall be considered as internal applicants without benefit of seniority.
- d) After working an accumulated number of hours equivalent to the probation period (910 hours), temporary employees shall have their hours of service, from the first date of their employment, recognized for the purposes of applying as an internal applicant for a position. In the event the selection process requires a tiebreaker, the hours of service shall be a determining factor.
- e) The seniority of regular and sessional employees takes precedence over the seniority of temporary employees.

#### 24.04 LIMITED DURATION POSITIONS

The purpose of this article is:

- To recognize an increasing number of limited duration support positions arising out of, for example, contract services and other non-base funded initiatives;
- To facilitate cost-effective recruitment for such positions; and,



- To provide members of the bargaining unit with opportunities towards full employment.

The parties agree that where temporary positions arise which are not anticipated to exceed ten (10) months in duration, nor to exceed seventeen and one-half (17½) hours per week (or in any consecutive five-day period), such positions shall not be initially posted and the following shall apply:

- a) Laid off employees shall be recalled pursuant to Articles 12.01 (d) and (e)
- b) Where such vacancies are not filled under the provisions of Article 12.01 and if they are more than three months in duration, they shall be posted internally only, for a minimum of five (5) working days.
- c) The skill, knowledge and ability of employees who apply for such positions shall be the primary consideration in candidate selection and, where such qualifications are relatively equal, seniority shall be the determining factor.

#### 24.05 ROLE OF SENIORITY IN PROMOTIONS AND TRANSFERS

In making promotions, transfers, or filling vacancies, the skill, knowledge and ability of the employees concerned shall be the primary consideration, and where such qualifications are relatively equal, seniority shall be the determining factor.

#### 24.06 TRIAL PERIOD

The successful applicant shall be placed on trial for a period of three (3) months, subject to extension by mutual agreement.

Conditional on satisfactory service, the employee shall be declared permanent after that period.

In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, or if the employee is unsatisfied with the position, they shall be returned to their former position, wage or salary rate, and without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority.

#### 24.07 EMPLOYEE WORKLOAD WHEN POSITIONS TEMPORARILY VACANT

- a) The Employer agrees that in dealing with any temporary vacancy, except in the case of emergency, an employee's workload shall not be increased

beyond a level that could reasonably be expected of an employee in a regular work day.

- b) Voluntary overtime is neither expected nor encouraged as a means of addressing workload concerns. Employees are expected to consult with their supervisors or managers when workload concerns arise. If a satisfactory resolve is not achieved, either the employee or the supervisor/manager may refer the matter to the Labour Management Committee.

#### 24.08 NOTIFICATION TO EMPLOYEE AND UNION

Within seven (7) calendar days of the date of appointment to a vacant position within the bargaining unit, the name of the successful applicant shall be sent to each applicant within the bargaining unit. Upon request, unsuccessful applicants from within the bargaining unit shall be given the reasons why they were unsuccessful. The Union shall be notified of all appointments, hirings, layoffs, transfers, recalls and termination of employment.

#### 24.09 RIGHT TO GRIEVE

Where an employee feels they have been aggrieved by any decision of the Employer related to promotion, demotion or transfer, the employee may grieve the decision at STEP 2 of the Grievance Procedure in Article 8 of this Agreement within twenty (20) working days.

#### 24.10 SYSTEM-WIDE ELECTRONIC JOB REGISTRY

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

- a) POSTING
  - i) Employers shall ensure that the internal selection procedure in the applicable local collective agreement has been concluded prior to job postings being listed on the system-wide registry.
  - ii) Institutions will post on the Registry all employment opportunities of half-time or more and longer than three months in duration that are available to applicants beyond those employed by the institution.
  - iii) Postings will be removed from the registry one (1) week after the closing date.

- iv) Employers may elect to include job postings from institutions not covered by this Agreement.
  - v) Unions, Employers and employees have the right to access the information on the system-wide registry. Computer terminal access will be provided and the location will be mutually agreed at the local level. Where Internet access is not available, other arrangements will be made.
- b) **ELECTRONIC REGISTRY OF ELIGIBLE EMPLOYEES (REGISTRANTS)**
- i) Employees covered by the Agreement are eligible for listing on the system-wide registry if they are regular employees who have received notice of layoff or who have been laid off.
  - ii) Laid-off employees will become ineligible in the following situations:
    - (a) They are recalled or appointed to an equivalent position at the institution from which they were laid-off;
    - (b) They obtain an equivalent position as a result of being listed on the system –wide registry; or
    - (c) Upon the expiration of the employee’s recall rights, or two (2) years from the date of registration, whichever is later.
- c) **APPLICATION PROCEDURES**
- i) An employee applies for a listing on the system-wide registry through the employee’s Human Resources Department by completing the form in Appendix 2.
  - ii) The institution will immediately forward the completed form to the PSEA who will list eligible employees on the system-wide registry.
  - iii) A registrant is responsible to ensure the information is current and to immediately notify the Employer and the local Union if the registrant is no longer available for employment through the Registry.
- d) **REGISTRANT APPLYING FOR VACANCIES**
- i) It is the responsibility of registrants listed on the system-wide registry to inquire about and apply for the available positions.
  - ii) Registrants applying for a posted position in the manner prescribed by the posting institution must inform the institution at the time of

application that they are a registrant on the system-wide registry and what their registry status is as per Appendix 2.

24.11 MOVEMENT TO NEW POSITION FOLLOWING SELECTION

Following the selection process, an employee will normally move to their new position within four (4) weeks of being advised that they are the successful candidate. Where the move cannot occur, the employee shall receive the applicable rate of pay for the new position after the four weeks. Should this result in a pay reduction, the employee's current rate of pay would continue until such time as the employee assumes the new position at the lower rate of pay.

In any event, the employee shall be placed in the new position no later than six weeks after the employee has been awarded the position.

**ARTICLE 25 – JOB CLASSIFICATION AND RECLASSIFICATION**

The parties shall be bound by the terms and conditions of the Joint Job Evaluation Program and the Maintenance Program as mutually agreed between the parties.

**ARTICLE 26 – PAYMENT OF WAGES AND ALLOWANCES**

26.01 EQUAL PAY

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

26.02 RATES OF PAY

Employees shall be paid according to rates of pay set out in Schedule A and B.

26.03 SUBSTITUTION PAY

When an employee is designated to temporarily substitute in, or performs the principle duties of, a position in a higher-grade level, the employee shall receive the rate for the job, which provides the employee with an increase in salary. Once an employee accumulates a total of six (6) months substitution time in a specific position over a three-year period, the employee, if being paid at the probationary rate, shall receive the full rate of pay for future substitutions in that position.

In the case of co-op students and temporary employees, the entry-level rate for the job shall be paid.

Where bargaining unit employees temporarily accept non bargaining unit positions they shall remain members of the bargaining unit and retain all rights and privileges of this Collective Agreement save and except that if the temporary appointment exceeds five (5) working days, the provisions of this Agreement covering hours of work, overtime, shift differential and premium time payments do not apply.

26.04 RATE OF PAY ON TEMPORARY ASSIGNMEN

An employee temporarily assigned by the Employer to a position with a rate of pay lower than the employee's regular rate of pay shall maintain their regular rate of pay.

26.05 RATE OF PAY ON PROMOTION, DEMOTION OR TRANSFER

An employee shall move to the increment step for promotion, demotion, or lateral transfer as follows:

- a) Promotion – to the step which provides the smallest increase
- b) Demotion – to the step which provides the smallest decrease
- c) Lateral Transfer – to the same step the employee currently occupies

26.06 MILEAGE AND TRAVEL ALLOWANCE

Mileage and travel allowances shall be governed by the College Board regulations. Information on the current scales for mileage and travel allowances is available through the Financial Services Office and the Intranet.

26.07 SPECIALTY TOOLS AND EQUIPMENT

The College shall provide all specialty tools required in the performance of their duties by employees in the trades.

## ARTICLE 27 – EMPLOYEE BENEFITS

### 27.01 PENSIONS

a) Canada Pension Plan

Contributions to the Canada Pension Plan are automatically deducted from all employees from the first day of employment in accordance with Federal statutes.

b) Municipal Pension Plan

It is mandatory that all eligible Regular full-time employees with appointments of at least ten (10) months or more and Regular part-time employees who work an average of at least 17.5 hours a week or greater contribute to the Municipal Pension Plan on completion of the probationary period.

Part-time employees are eligible to contribute to the Municipal Pension Plan pursuant to the terms of the Municipal Pension Plan.

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

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

### 27.02 EMPLOYEE BENEFITS

*NOTE: Full details of Health and Welfare Benefit Plan provisions are appended to this Agreement.*

The liability of the Employer in the provision of the benefits under this article is limited to the protection purchased under the terms of the contracts entered into with the carriers and shall be maintained at the current coverage level or better in effect on September 1, 1991.

a) Medical Services Plan

Eligible employees and their dependents may join M.S.P. on the first of the month after beginning employment with the College.

b) Extended Health Benefits, Dental Plan and Group Insurance Program

Eligible employees and their dependents may join these plans on the first day of the month after completing the first month of employment.

- c) The following improvements were implemented on June 1, 2002:

#### EXTENDED HEALTH BENEFITS

- i) Total lifetime coverage level will be unlimited.
- ii) Hearing aid benefit claims will be to a maximum of \$600 every five years.
- iii) Vision care benefit claims will be to a maximum of \$250 every two years.
- iv) Amendment of Plan A that includes a revision of dental recall exams (polishing, application of fluoride and recall) to once every nine months except dependent children (up to age 19) and those with dental problems as approved by the Plan. Implementation of this amendment considers that the new recall will be nine months from the last recall.

#### BENEFIT ENTITLEMENT FOR PART-TIME REGULAR EMPLOYEES

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

#### PARAMEDICAL SERVICES

- vi) The following paramedical services for treatment provided by licensed practitioners will be implemented effective July 1, 2004:

Chiropractor	\$500.00 per calendar year
Podiatrist	\$500.00 per calendar year
Masseur or Masseuse	\$500.00 per calendar year
Speech Therapist	\$500.00 per calendar year
Naturopath	\$500.00 per calendar year
Clinical Psychologist	\$500.00 per calendar year
Acupuncturist	\$500.00 per calendar year
Physiotherapist	Unlimited

- vii) The liability of the Employer in the provision of benefits shall be limited to the level of benefit agreed to between North Island College and CUPE, Local 3479 upon ratification of this Collective Agreement.

27.03 EMPLOYEE ELIGIBILITY

Employees are eligible to receive the benefits described in 27.02 if they are:

- a) Regular full-time
- b) Regular part-time who work an average of at least 17.5 hours per week.

27.04 BENEFIT PREMIUMS

The College will pay 100% of the premium of the benefits described in 27.02 for regular full-time employees. For regular part-time employees who are eligible to receive these benefits, the College will pay the proportion of the premiums that is the same as the employee's work assignment.

All employees on general leave of absence, deferred salary or full-time Union and public duties leave in excess of one month will be responsible for paying 100% of the premiums in advance.

27.05 SHORT TERM DISABILITY, LONG TERM DISABILITY BENEFITS, AND OPTIONAL INSURANCE

All employees eligible to receive the benefits described in 27.02 must also join the Short Term Disability and Long Term Disability Plans. Eligible employees who choose the optional insurance will pay 100% of the premium.

27.06 BENEFIT COVERAGE DURING DISABILITY

An employee who is in receipt of Short Term or Long Term Disability Benefits or Workers' Compensation Benefits will continue to be covered by the benefits described in 27.02 above. An employee who is declared totally and permanently disabled by the W.C.B. or under the L.T.D. Plan or who becomes disentitled to L.T.D. benefits but cannot return to employment with the College will cease to be covered by the benefits no earlier than two (2) years after the date the disability began. If an employee appeals the decision of total and permanent disability, the employee may continue to be covered by the benefits described in 27.02 until the appeal process has concluded, provided the employee agrees in writing to repay the Employer if the appeal is not successful.

27.07 SUBROGATION

An employee who receives sick leave benefits as a result of an injury for which they also receive wage loss payments from I.C.B.C. must reimburse the College



for the sum received for the time period covered by the sick leave provided in Article 18 – SICK LEAVE.

On reimbursement, the employee's sick leave credits shall be appropriately reinstated.

27.08 DEFERRED SALARY LEAVE PLAN

Regular full-time employees are eligible to participate in the Deferred Salary Leave Plan pursuant to the terms and conditions of that plan.

27.09 REGISTERED RETIREMENT SAVINGS PLAN

Upon receipt of instructions from an employee, the Employer shall arrange payroll deductions to a Registered Retirement Savings Plan.

27.10 CANADA SAVINGS BONDS

Upon receipt of instructions from an employee, the Employer shall arrange payroll deductions for Canada Savings Bonds.

27.11 COMPUTER INCENTIVE PURCHASE PLAN

Pursuant to the terms and conditions of the College Computer Incentive Purchase Plan, regular employees within the bargaining unit are entitled to participate in this plan.

27.12 EYEGLASS AND HEARING AID COVERAGE

Extended health care coverage pursuant to Article 27.02 (b) shall include eye care option at the benefit level of \$250.00 per family member per twenty-four (24) month period, and hearing aid coverage to a maximum of \$600 every five years.

27.13 CONTINUATION OF BENEFITS

The Employer agrees to pay, on a twelve (12) month basis, the Employer's share of employee benefits for eligible regular employees whose employment year is not less than ten (10) months.

27.14 PROVISION OF POLICY TO THE UNION

The Employer agrees to provide the portions relevant to CUPE members of copies of all insurance and benefit policies to the Union immediately on receipt from the carrier.

**ARTICLE 28 – JOB SECURITY**

28.01 RESTRICTIONS AND LIMITATION ON CONTRACTING OUT

- a) In addition to, and without limiting any provisions in the collective agreement, the Employer will not contract out any work presently performed by the employees covered by the collective agreement, which would result in the layoff of such employees, including a reduction in assigned workload.
- b) The Employer agrees to provide, upon request of the Union, copies of all purchase service agreements to the Union President and to discuss the contracts that are of concern to the Union. The Parties recognize the obligations of the Employer under the Freedom of Information and Protection of Privacy legislation and agree to maintain confidentiality of all private information in these contracts.

28.02 DISABILITY AND REHABILITATION

In the event an employee becomes disabled and is no longer able to perform the duties of the position they have most recently occupied, the Labour-Management Committee shall meet to discuss alternative employment and rehabilitation.

**ARTICLE 29 – GENERAL CONDITIONS**

29.01 ROOM BOOKING

The Employer shall permit the Union to use College facilities, at no charge, through the normal booking procedures.

29.02 CONSULTATION RE EQUIPMENT

The Employer shall consult with employees regarding the purchasing and rental of equipment for their work station.

29.03 COLLEGE CLOSURES

No employee shall suffer any loss of wages as a result of the Employer declaring a temporary closure for reasons other than economic. This guarantee is limited to five (5) days in any calendar year.

29.04 USE OF ELECTRONIC MAIL

The Employer shall permit use of the College electronic mail facilities for communicating Union meeting notices and information relating to potential or actual grievances provided that the sender prepares and sends the communication outside working hours i.e., during coffee breaks, lunch hours, or after hours.

29.05 JOB SHARING

The parties agree that where a regular full-time or sessional full-time position exists, the following provisions shall provide for two employees to 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 the employment of two employees to fill a single position.

- a) 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 administrator that the job reports to with a copy to the Union and human resources.
- b) The employees proposing the job share shall indicate in writing the reason for the request, the hours and days of the week allocated to the job share portion and information regarding the division of duties and responsibilities.
- c) Both employees must be from the same bargaining unit and have the skills, knowledge and ability to perform the duties and responsibilities of the position.
- d) Where the request is approved, the Director, Human Resources 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.
- e) 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.

- f) The “Job Sharing Arrangement” may be terminated upon twenty (20) working days notice for any of the following reasons:
  - i) The employment of a Job Sharing partner terminates.
  - ii) A party to the arrangement discontinues their partnership in the Job Share.
- g)
  - i) Where the employment of a Job Sharing partner terminates or is about to terminate, or for any reason one partner is unable to continue in the arrangement, the remaining partner shall have thirty (30) days during which to locate a suitably qualified individual to continue in the Job Sharing Arrangement. If after thirty (30) days a qualified individual cannot be found, the position will become a full-time position with the remaining partner as the incumbent.
  - ii) In the event the job sharing arrangement terminates and one or both partners have no job to return to, such employee shall be laid off and shall be permitted to bump based on their previous status for the first two (2) years and after two (2) years at their current status.
- h) A shared position shall in all respects be treated as though it were a single position with regard to scheduling and job description.
- i) A work schedule shall be set out in advance showing the days, and hours of shifts to be worked by the job-sharing partners. Each partner shall work thirty-five (35) hours bi-weekly.
- j) During the period of the Job Sharing Arrangement, vacation entitlement shall be prorated. Previously accumulated vacation entitlement shall not be affected.
- k) During the period of the Job Sharing Arrangement, health and welfare premiums shall be prorated.
- l) Article 24.05 Trial Period shall apply.

29.06 PARKING

The College will provide parking for employees at each site.

## ARTICLE 30 – HUMAN RESOURCES DATABASE

- 30.01
- a) The Parties agree to provide and support the accumulation and dissemination of available data to the PSEA, or some mutually agreed-upon organization. The Parties may undertake joint projects for the comparative analysis of such data.
  - b) The Parties believe that their ongoing and collective bargaining relationships is enhanced through useful, timely and accessible data on relevant human resources matters, including those listed below.
  - c) Relevant Matters Include:
    - Health and Welfare
      - Types of coverage
      - Participation rates
      - Premiums
      - Cost sharing
      - Commission costs
      - Available studies commissioned by Government agencies e.g., comparative benefit analysis)
      - Carrier contracts
    - Collective Bargaining
      - Wage information and any other bargaining unit compensation information requested
      - Demographics: age, sex, salary, placement, status
      - Analysis of local Collective Agreements within the system
      - Pension Plan participation rates
    - Contract Administration
      - Arbitration, Labour Relations Board and other decisions and costs thereof for the system
      - Local Letters of Understanding

**ARTICLE 31 – CONTINUATION OF ACQUIRED RIGHTS**

31.01 All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate or materially alters any provision of this Agreement, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the parties shall remain in existence.

**ARTICLE 32 – COPIES OF AGREEMENT**

32.01 The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and the employee’s rights and obligations under it. For this reason the Employer shall print sufficient copies of the Agreement within thirty (30) days of signing.

**ARTICLE 33 – TERM OF AGREEMENT**

33.01 TERM OF AGREEMENT

This Agreement shall be binding and remain in effect from July 1, 2002 to June 30, 2005 inclusive, and shall continue from year to year thereafter unless either party gives to the other party notice in writing at any time within four (4) months immediately preceding the expiry of the agreement. Where notice is not given by either party sixty (60) days or more prior to the expiry of this agreement, both parties shall be deemed to have given notice sixty (60) days prior to the expiry.

33.02 MUTUALLY AGREED CHANGES

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement. Such changes shall be subject to the grievance and arbitration procedure.

33.03 AGREEMENT TO CONTINUE IN FORCE

Where notice to amend the agreement is given, the provisions of this agreement shall continue in force until a new agreement is signed, or a strike or lockout commences, whichever occurs first.

IN WITNESS WHEREOF the Seal of the Board of North Island College has been affixed, attested to by its authorized representatives, and has been executed by the proper officers of the Union in that behalf.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2005.

On behalf of:

NORTH ISLAND COLLEGE

CANADIAN UNION OF PUBLIC  
EMPLOYEES, LOCAL # 3479

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

**SCHEDULE A: RATES OF PAY**

**July 1, 2002 – June 30, 2005**

**(Hourly Rate)**

<b>Grade Level</b>	<b>Probationary</b>	<b>New Rate</b>
A	15.10	16.07
B	15.80	16.80
C	16.48	17.53
D	17.18	18.28
E	17.85	19.00
F	18.55	19.73
G	19.24	20.47
H	19.92	21.20
I	20.62	21.93
J	21.32	22.67
K	22.00	23.41
L	22.68	24.13



**SCHEDULE B:  
RATE OF PAY FOR CO-OP STUDENT AND APPRENTICE**

**July 1, 2002 to June 30, 2005**

**Hourly**

Co-op Students            12.00

**Apprentice**    As per the Memorandum of Agreement re: Apprenticeship Positions signed June 8, 1993:

Rates of pay shall be based on a journeyperson rate established initially at \$21.05 per hour, shall be appended to Schedule A of the Collective Agreement, and shall be subject to change in accordance with regularly negotiated rates of pay. The following increments apply:

1st six months of indenture	55% of journeyperson rate
2nd six months of indenture	60% of journeyperson rate
3rd six months of indenture	65% of journeyperson rate
4th six months of indenture	70% of journeyperson rate
5th six months of indenture	75% of journeyperson rate
6th six months of indenture	80% of journeyperson rate
7th six months of indenture	85% of journeyperson rate
8th six months of indenture	90% of journeyperson rate

**APPENDIX 1:  
EMPLOYMENT STANDARDS ACT**

Sections of the Employment Standards Act (1995) regarding Pregnancy  
and Parental Leave.

**BILL 29 — 1995**

**PART 6  
PREGNANCY LEAVE – Section 50  
PARENTAL LEAVE – Section 51  
DUTIES OF EMPLOYER – Section 54**

**Section 50. Pregnancy Leave**

- (1) A pregnant employee who requests leave under this section is entitled to up to 18 consecutive weeks of unpaid leave
  - a) beginning no earlier than 11 weeks before the expected birth date, and
  - b) ending no earlier than 6 weeks after the actual birth date unless the employee requests a shorter period.
- (2) An employee who requests leave under this section after the birth of a child or the termination of a pregnancy is entitled to up to 6 consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.
- (3) An employee is entitled to up to 6 additional consecutive weeks of unpaid leave, if for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under subsection (1) or (2).
- (4) A request for leave must
  - a) be given in writing to the Employer,
  - b) if the request is made during the pregnancy, be given to the Employer at least 4 weeks before the day the employee proposes to begin leave, and
  - c) if required by the Employer, be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under subsection (3).

- (5) A request for a shorter period under subsection (1) (b) must
  - a) be given in writing to the Employer at least one week before the date the employee proposes to return to work, and
  - b) if required by the Employer, be accompanied by a medical practitioner's certificate stating the employee is able to resume work.

### **Section 51. Parental Leave**

- (1) An employee who requests parental leave under this section is entitled to up to 12 consecutive weeks of unpaid leave beginning,
  - a) for a birth mother, immediately after the end of the leave taken under section 50 unless the Employer and employee agree otherwise;
  - b) for a birth father, after the child's birth and within 52 weeks after that event; and
  - c) for an adopting parent, within 52 weeks after the child is placed with the parent.
- (2) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to five additional weeks of unpaid leave, beginning immediately after the end of the leave taken under subsection (1).
- (3) A request for leave must
  - a) be given in writing to the Employer,
  - b) if the request is for leave under subsection (1) (a) or (b), be given to the Employer at least 4 weeks before the employee proposes to begin leave, and
  - c) if required by the Employer, be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.
- (4) An employee's combined entitlement to leave under section 50 and this section is limited to 32 weeks plus any additional leave the employees is entitled to under section 50 (3) or subsection (2) of this section.

### **Section 54. Duties of Employer**

- (1) An Employer must give an employee who requests leave under this Part the leave to which the employee is entitled.
- (2) An Employer must not, because of an employee's pregnancy or a leave allowed by this Part,

- a) terminate employment, or
  - b) change a condition of employment without the employee's written consent.
- (3) As soon as the leave ends, the Employer must place the employee
- a) in the position the employee held before taking leave under this Part, or
  - b) in a comparable position.
- (4) If the Employer's operations are suspended or discontinued when the leave ends, the Employer must, subject to the seniority provisions in a collective agreement, comply with subsection (3) as soon as operations are resumed.

**APPENDIX 2:  
POST SECONDARY EMPLOYERS' ASSOCIATION  
REGISTRY  
FORM 001**

- 1) (For PSEA use only:) \_\_\_\_\_
- 2) College: \_\_\_\_\_
- 3) Registrant: \_\_\_\_\_
- 4) Start Date: \_\_\_\_\_
- 5) Previous Position Held: \_\_\_\_\_
- 6) Current Position Held: \_\_\_\_\_
- 7) Date of Layoff Notice: \_\_\_\_\_
- 8) Date of Availability \_\_\_\_\_
- 9) Registrant Electronic Resume available at: \_\_\_\_\_

College/Institute/Agency Personnel Contact Person: \_\_\_\_\_

College Personnel Contact Phone Number: \_\_\_\_\_

Bargaining Unit Chairperson/Local President \_\_\_\_\_

Bargaining Unit Chairperson/Local President Phone Number: \_\_\_\_\_

Information Release Waiver for the purposes of the "*Freedom of Information and Protection of Privacy Act*".

I agree that the above personal information, my current résumé, and the positions I was interviewed for can be made available to prospective Employers and Union via the internet or other means.

\_\_\_\_\_  
Signature of Registrant Date

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