

**COLLECTIVE AGREEMENT**

**between**

**THE COLLEGE BOARD OF  
NORTHERN LIGHTS COLLEGE**

**and the**

**B.C. GOVERNMENT AND SERVICE  
EMPLOYEES' UNION (BCGEU)  
(Local 710 – NLC Faculty)**

**Effective from April 1, 2014 to March 31, 2019**

## TABLE OF CONTENTS

<b>DEFINITIONS.....</b>	<b>1</b>
<b>ARTICLE 1 - PREAMBLE .....</b>	<b>3</b>
1. 1    Notice of Legislative Change .....	3
1. 2    Use of Singular Terms .....	3
1. 3    Human Rights Code.....	3
1. 4    Employee Harassment .....	3
<b>ARTICLE 2 - UNION RECOGNITION AND RIGHTS .....</b>	<b>3</b>
2.1    Bargaining Unit Defined.....	3
2.2    Bargaining Agent or Recognition .....	4
2.3    Correspondence.....	4
2.4    No Other Agreement .....	4
2.5    No Discrimination for Union Activity .....	4
2.6    Recognition and Rights of Stewards .....	4
2.7    Bulletin Boards.....	5
2.8    Union Insignia .....	5
2.9    Right to Refuse to Cross Picket Lines.....	5
2.10    Time Off for Union Business .....	5
2.11    Emergency Services .....	6
<b>ARTICLE 3 - UNION SECURITY.....</b>	<b>6</b>
<b>ARTICLE 4 - CHECK-OFF OF UNION DUES.....</b>	<b>6</b>
<b>ARTICLE 5 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES .....</b>	<b>7</b>
<b>ARTICLE 6 - EMPLOYER'S RIGHTS .....</b>	<b>7</b>
<b>ARTICLE 7 - EMPLOYER-UNION RELATIONS.....</b>	<b>7</b>
7.1    Representation .....	7
7.2    Union Negotiating Committee.....	8
7.3    Union Representatives.....	8
7.4    Technical Information.....	8
7.5    Joint Committee.....	8
7.6    Meeting of Joint Committee .....	8
7.7    Chairperson of Joint Committee.....	8
7.8    Responsibilities of Joint Committee .....	8
7.9    Operating Procedures of Joint Committee .....	9
7.10    Recommendations of Joint Committee .....	9
<b>ARTICLE 8 - GRIEVANCES .....</b>	<b>9</b>
8.1    General.....	9
8.2    Grievance Procedure .....	9
8.3    Step 1 .....	10
8.4    Time Limits to Present Initial Grievance .....	10
8.5    Step 2 .....	10
8.6    Time Limit to Reply at Step 2 .....	10
8.7    Step 3 .....	11

8.8	Time Limit to Reply at Step 3 .....	11
8.9	Failure to Act.....	11
8.10	Time Limit to Submit to Arbitration.....	11
8.11	Administrative Provisions .....	11
8.12	Suspension or Dismissal Grievances.....	11
8.13	Deviation from Grievance Procedure .....	11
8.14	Policy Grievance.....	11
8.15	Technical Objections to Grievances.....	12
8.16	Effective Date of Settlements.....	12
8.17	Amending of Time Limits .....	12
8.18	Appointment Policy, Travel Expenses Policy & Grievances.....	12
<b>ARTICLE 9 - ARBITRATION.....</b>		<b>12</b>
9.1	Notification .....	12
9.2	List of Arbitrators .....	12
9.3	Decision of the Arbitrator .....	13
9.4	Costs.....	13
9.5	Amending Time Limits .....	13
9.6	Witnesses.....	13
9.7	Grievance Recommendations.....	13
<b>ARTICLE 10 - DISCIPLINE, SUSPENSION AND DISMISSAL .....</b>		<b>13</b>
10.1	Burden of Proof.....	13
10.2	Suspension .....	13
10.3	Dismissal .....	13
10.4	Suspension and Dismissal Grievance .....	14
10.5	Right to Grieve Other Disciplinary Action.....	14
10.6	Personnel File.....	14
10.7	Right to Have Steward Present .....	14
10.8	Probation .....	15
10.9	Rejection During Probation.....	15
10.10	Abandonment of Position.....	15
10.11	Notice of Resignation.....	15
<b>ARTICLE 11 - SENIORITY .....</b>		<b>15</b>
11.1	Seniority Defined .....	15
11.2	Seniority List.....	16
11.3	Loss of Seniority .....	16
11.4	Re-Employment .....	16
11.5	Bridging of Service .....	16
<b>ARTICLE 12 - SERVICE CAREER POLICY .....</b>		<b>17</b>
12.1	Union Observer .....	17
12.2	Notification .....	17
12.3	Right to Appeal .....	17
12.4	Transfers .....	17
12.5	Screening Committee .....	17
12.6	Transfers Without Posting .....	18
12.7	Interview Expenses .....	18
12.8	Administrative Provisions .....	18
12.9	Notification of Applicants .....	18

<b>ARTICLE 13 - PERFORMANCE APPRAISAL .....</b>	<b>18</b>
<b>ARTICLE 14 - LAYOFF AND RECALL.....</b>	<b>19</b>
14.1 Pre-Layoff Canvass and Layoff .....	19
14.2 Severance Pay .....	19
14.3 Advance Notice .....	20
14.4 Recall.....	20
<b>ARTICLE 15 - HOURS OF WORK .....</b>	<b>20</b>
15.1 Hours of Work.....	20
15.2 Work Schedules .....	20
15.3 Conversion of Hours .....	23
15.4 Rest Periods .....	23
15.5 Duty Hours .....	23
15.6 Contact Hours .....	24
15.7 Workload and Hours of Work.....	24
15.8 Lecture Courses .....	25
15.9 Night Courses.....	25
15.10 Proposed Workloads.....	25
15.11 Workweek.....	25
15.12 Class Size .....	25
15.13 Joint Committee.....	26
15.14 Non-Instructional Duty Days.....	26
15.15 Positions Temporarily Vacant .....	26
15.16 Release Time.....	26
15.17 Intersession and Summer School.....	26
<b>ARTICLE 16 - PROFESSIONAL DEVELOPMENT .....</b>	<b>26</b>
<b>ARTICLE 17 - SCHEDULED WORKLOAD .....</b>	<b>30</b>
17.1 Premium Entitlement.....	30
17.2 Shortfalls .....	30
17.3 Shift Systems.....	30
<b>ARTICLE 18 - OVERTIME.....</b>	<b>30</b>
18.1 Definitions.....	30
18.2 Authorization and Application of Overtime.....	31
18.3 Overtime Entitlement .....	31
18.4 Recording of Overtime.....	31
18.5 Sharing of Overtime .....	31
18.6 Overtime Compensation.....	31
18.7 Overtime Meal Allowance .....	32
18.8 No Layoff to Compensate for Overtime.....	33
18.9 Right to Refuse Overtime.....	33
18.10 Overtime for Part-Time Employee.....	33
18.11 Callout Provisions.....	33
18.12 Rest Interval After Overtime.....	34
<b>ARTICLE 19 - PAID HOLIDAYS .....</b>	<b>34</b>
19.1 Paid Holidays.....	34
19.2 Holidays Falling on Saturday or Sunday.....	34
19.3 Holiday Falling on a Day of Rest.....	35
19.4 Holiday Falling on a Scheduled Workday.....	35

19.5	Holiday Coinciding with a Day of Vacation .....	35
19.6	Paid Holiday Pay.....	35
<b>ARTICLE 20 - ANNUAL VACATION .....</b>		<b>35</b>
20.1	Vacation Time .....	35
20.2	Vacation Earnings for Partial Years.....	36
20.3	Vacation Scheduling.....	36
20.4	Vacation Pay .....	36
20.5	Approved Leave of Absence With Pay During Vacation .....	37
20.6	Vacation Carryover .....	37
20.7	Callback from Vacation .....	37
20.8	Vacation Leave on Retirement.....	37
20.9	Vacation Credits Upon Death .....	37
<b>ARTICLE 21 - SPECIAL AND OTHER LEAVE.....</b>		<b>37</b>
21.1	Preamble.....	37
21.2	Bereavement.....	38
21.3	Special Leave.....	38
21.4	Family Illness.....	38
21.5	Full-Time Union or Public Duties .....	38
21.6	Leave for Court Appearances.....	39
21.7	Leave for Writing Examinations.....	39
21.8	Leave for Taking Courses .....	39
21.9	Unassisted Leave.....	40
21.10	Faculty Exchange.....	40
21.11	Elections.....	40
21.12	General Leave .....	40
21.13	Leave for Medical and Dental Care.....	40
21.14	Compassionate Care Leave.....	41
<b>ARTICLE 22 - MATERNITY AND PARENTAL LEAVE.....</b>		<b>41</b>
22.1	Maternity Leave .....	41
22.2	Parental Leave.....	41
22.3	Care and Nurturing .....	41
22.4	Seniority Rights upon Re-Employment.....	41
<b>ARTICLE 23 - OCCUPATIONAL HEALTH AND SAFETY .....</b>		<b>42</b>
23.1	Conditions .....	42
23.2	Safety Committee .....	42
23.3	Unsafe Work Conditions .....	42
23.4	Injury Pay Provision .....	43
23.5	Transportation of Accident Victims .....	43
23.6	Pollution Control.....	43
23.7	Investigation of Accidents.....	43
23.8	Occupational First Aid Requirements .....	43
23.9	Occupational Health and Safety Courses.....	43
23.10	First Aid .....	43
23.11	Pay Provisions .....	43
23.12	Safety Equipment.....	44
<b>ARTICLE 24 - TECHNOLOGICAL CHANGE.....</b>		<b>44</b>
24.1	Definition .....	44

24.2	Notice.....	44
24.3	Data to be Provided.....	44
24.4	Consultations.....	45
24.5	Resulting Agreements.....	45
24.6	Failure to Agree.....	45
24.7	Effect of Dispute Resolution on Introduction of Technological Change.....	45
<b>ARTICLE 25 - HEALTH AND WELFARE.....</b>		<b>45</b>
25.1	Basic Medical Insurance.....	46
25.2	Extended Health Care Plan.....	46
25.3	Dental Plan.....	46
25.4	Group Life.....	47
25.5	Workers' Compensation Board Claim.....	47
25.6	Employment Insurance.....	47
25.7	Medical Examination.....	47
25.8	Legislative Changes.....	47
25.9	Employee Health Services Program.....	47
25.10	Dependant Care.....	47
25.11	Personal Illness.....	47
25.12	Short -Term Disability and Long-Term Disability.....	47
<b>ARTICLE 26 - CLOTHING ALLOWANCES.....</b>		<b>48</b>
26.1	Clothing Supply.....	48
26.2	Union Label.....	48
26.3	Maintenance of Work Apparel.....	48
<b>ARTICLE 27 - PAYMENT OF WAGES AND ALLOWANCES.....</b>		<b>48</b>
27.1	Equal Pay.....	48
27.2	Paydays.....	48
27.3	Rates of Pay.....	48
27.4	Substitution Pay.....	49
27.5	Rate of Pay on Reclassification and Promotion.....	49
27.6	Pay on Temporary Assignment.....	49
27.7	Payment of Instructors for Credit Courses and General Interest Courses.....	49
27.8	Vehicle Allowance.....	49
27.9	Meal Allowances.....	50
27.10	Transportation for Employees.....	50
27.11	Temporary Assignment Travel/Travel Conditions.....	50
27.12	Abnormal Working Conditions.....	51
27.13	Upgrading Qualifications.....	51
27.14	Accommodation, Board and Lodging.....	51
27.15	Transfer Expenses.....	51
27.16	Retirement Allowance.....	51
27.17	Telephone Allowance.....	51
27.18	Initial Placement on Scale.....	51
27.19	Part-Time Employees.....	52
27.20	Increments.....	52
27.21	Change of Qualifications.....	53
27.22	<i>Chair</i> and Program Leader.....	53
27.23	Hourly, Daily and Partial Month Calculations.....	54

<b>ARTICLE 28 - CLASSIFICATION AND RECLASSIFICATION .....</b>	<b>54</b>
28.1 Classification Specifications .....	54
28.2 Job Evaluation Plan .....	54
28.3 Classification and Salary Assignments .....	55
28.4 Classification Appeal Procedure .....	55
28.5 Elimination of Present Classification .....	55
<b>ARTICLE 29 - SECONDMENT .....</b>	<b>55</b>
29.1 Definition .....	55
29.2 Notice of Secondment .....	55
29.3 Provisions of BCGEU Agreements to Apply .....	55
29.4 Employer's Representative Designated to Handle Grievances at the Second Step	55
<b>ARTICLE 30 - NON-REGULAR EMPLOYEES.....</b>	<b>55</b>
30.1 Letter of Appointment .....	55
30.2 Employee Security and Regularization .....	56
30.3 Seniority .....	56
30.4 Loss of Seniority .....	57
30.5 Layoff and Recall .....	57
30.6 Application of Agreement.....	57
30.7 Health and Welfare.....	58
30.8 Weekly Indemnity.....	58
30.9 Designated Paid Holidays.....	59
30.10 Annual Vacation .....	59
30.11 Placement on Scale – Non-Regular Employees .....	59
<b>ARTICLE 31 - GENERAL CONDITIONS .....</b>	<b>59</b>
31.1 Parking .....	59
31.2 Tool Allowances .....	59
31.3 Comprehensive Insurance .....	60
31.4 Indemnity.....	60
31.5 Political Activity.....	60
31.6 Copies of Agreements.....	61
31.7 Travel Advance.....	61
31.8 Teaching Instruction and Orientation.....	61
31.9 Supply and Maintenance of Equipment .....	61
31.10 Hosting Expenses .....	61
31.11 Emergency Survival Techniques .....	62
31.12 Personal Research.....	62
31.13 Oaths.....	62
31.14 Reorganization .....	62
31.15 Security Arrangements .....	62
31.16 Employees Fitness and Ergonomics.....	62
<b>ARTICLE 32 - TERM OF AGREEMENT.....</b>	<b>63</b>
32.1 Duration .....	63
32.2 Notice to Bargain .....	63
32.3 Commencement of Bargaining .....	63
32.4 Changes in Agreement.....	63
32.5 Agreement to Continue in Force .....	63
32.6 Effective Date of Agreement .....	63

<b>APPENDIX 1</b> .....	<b>65</b>
Excluded Classes .....	65
<b>APPENDIX 2</b> .....	<b>65</b>
Classifications.....	65
<b>APPENDIX 3</b> .....	<b>66</b>
Short-Term Disability .....	66
<b>APPENDIX 4</b> .....	<b>68</b>
Information .....	68
<b>APPENDIX 4A</b> .....	<b>68</b>
Appointment Policy .....	68
<b>APPENDIX 5</b> .....	<b>69</b>
Health and Welfare.....	69
<b>MEMORANDUM OF AGREEMENT #1</b> .....	<b>70</b>
Board and Lodging and Transfer Regulations.....	70
<b>MEMORANDUM OF AGREEMENT #2</b> .....	<b>74</b>
Long-Term Disability .....	74
<b>MEMORANDUM OF AGREEMENT #3</b> .....	<b>79</b>
Reading Break .....	79
<b>MEMORANDUM OF AGREEMENT #4</b> .....	<b>79</b>
Integration with the University of Northern British Columbia .....	79
<b>MEMORANDUM OF AGREEMENT #5</b> .....	<b>80</b>
International Education .....	80
<b>MEMORANDUM OF AGREEMENT #6</b> .....	<b>80</b>
Faculty Flextime .....	80
<b>MEMORANDUM OF AGREEMENT #7</b> .....	<b>81</b>
Continuing Education.....	81
<b>MEMORANDUM OF AGREEMENT #8</b> .....	<b>81</b>
Committee to Review the Collective Agreement .....	81
<b>MEMORANDUM OF AGREEMENT #9</b> .....	<b>82</b>
Paydays .....	82
<b>MEMORANDUM OF AGREEMENT #10</b> .....	<b>82</b>
Economic Stability Dividend .....	82
<b>APPENDIX A</b> .....	<b>85</b>
Instructors' Salary Scale (Annual) .....	85
<b>APPENDIX B</b> .....	<b>86</b>
List of Arbitrators .....	86



**DEFINITIONS**

For the purpose of this Agreement:

1. "Bargaining Unit" - is the unit for collective bargaining described by the *Labour Relations Code* for which the B.C. Government and Service Employees' Union was certified by the Labour Relations Board of British Columbia on October 19, 1976 and includes all the *Employees* of Northern Lights College.
2. "Campus or Learning Centre" - is that area within a radius of twenty (20) miles of where an *Employee* ordinarily performs his/her duties. When *Employees* are transferred the campus or learning centre area may be redefined where exceptional circumstances such as unusual road conditions exist.
3. "Chair" - Primary role is to coordinate, under the direction of the Program Director, the activities of a designated group of instructors and/or ancillary staff. (Some instruction may be required.)
4. "Child" - when used in this Agreement, shall be deemed to include a ward of the Superintendent of Child Welfare or a *child* of a spouse.
5. "College" - means Northern Lights College designated under the *College and Institute Act*.
6. "College Board" - means the body described in Part 3 of the *College and Institute Act*.
7. "Continuous Employment and Continuous Service" - means uninterrupted employment in the service of Northern Lights College subject to the provisions of Article 11.3.
8. "Credit Course" - is any course that leads to the granting of a certificate, diploma, or certification by a provincially recognized agency.
9. "Day of Rest" - in relation to an *Employee* means a day other than a *Holiday* on which an *Employee* is not ordinarily required to perform the duties of his/her position. This does not include *Employees* on a leave of absence.
10. "Demotion" - means a change from an *Employee's* position to one with a lower maximum salary.
11. "Department" or "Functional Area" - means the operational or administrative subdivision of the College within which an *Employee* is appointed and assigned workload and includes geographic limitations.
12. "Distance Education" - for the purposes of Article 15.6(c) — Distance Education is a method of instructional delivery that enables learning to take place outside the traditional setting.
13. "Employee" - means a member of the bargaining unit and includes:
  - (a) "Regular Full-Time Employee" - means a person who holds an appointment to ongoing work with a full-time annual workload within one or more departments or functional areas.
  - (b) "Regular Part-Time Employee" - means a person who holds an appointment to an ongoing annual workload of less than full-time within one or more departments or functional areas.
  - (c) "Non-Regular Employee" - means a person employed on any basis other than regular as defined above.

"Employee" - does not include:

- (1) persons excluded by the *Labour Relations Code*;
  - (2) Incumbents of managerial or confidential positions mutually excluded by the parties to this Agreement.
14. "Employee Security" - means the array of entitlements to continued employment, health and welfare and other benefits, and other rights available to *Employees* through this Agreement.
  15. "Employer" - means Northern Lights College.
  16. "Holiday" - means the twenty-four (24) hour period commencing at 00.01 hours of a day designated as a paid *Holiday* in this Agreement.
  17. "General Interest Course" - is a course or activity that is taken by the student for the basic purpose of self-interest. It does not lead to formalized recognition or accreditation.
  18. "Hours of Operation" - are the hours established by the *Employer* to provide adequate service to the public and to fulfill the functions of the work unit.
  19. "Hours Travelled" - means hours spent travelling from point to point on an hourly or daily basis laid down by the *Employer* and does not include meal breaks, lodging time or time spent other than travelling.
  20. "Joint Committee" - means that committee as represented by designated members of Local 710 - NLC Faculty for the Union and designated College Officials for the College.
  21. "Lateral Transfer" - refers to the movement of an *Employee* from one position to another which does not constitute a *demotion* or *promotion*.
  22. "Leave of Absence Without Pay" - means to be absent from duty with permission but without pay.
  23. "Pay" - means rate of compensation for the job.
  24. "President" of the College - is that person whose duties are described in the *College and Institute Act*.
  25. "Probation" - shall mean a period under trial as defined in the text of the Collective Agreement.
  26. "Program Leader" - Primary role is instruction and will assist the Dean with facilitating the educational efforts of a designated group of instructors.
  27. "Promotion" - means a change from an *Employee's* position to one with a higher maximum salary level.
  28. "Regularization" - means the process by which a non-regular *Employee* converts to regular status under this article.
  29. "Resignation" - means a voluntary notice by the *Employee* that he/she is terminating his/her service on a specified date.
  30. "Rest Period" - is an interval which is included in the workday and is intended to give the *Employee* an opportunity to have refreshments or a rest.
  31. "Termination" - is the separation of an *Employee* from the College for cause pursuant to Articles 10, 11, 29 of this Agreement.
  32. "Transfer" - refers to the movement of an *Employee* from one geographic location to another.

33. "Travel Status" - with respect to an *Employee* means absence of the *Employee* from his/her campus or learning centre on college business with the approval of the *Employer*, but does not apply to *Employees* temporarily assigned to a position outside of his/her campus or learning centre.
34. "Union" - means the B.C. Government and Service Employees' Union Local 710 - NLC Faculty.
35. "Workday" - is a period of twenty-four (24) consecutive hours commencing with the starting time of any shift. For the purpose of calculating compensatory overtime rates only, the time worked prior to, but adjoining to a shift, shall be deemed as time worked after a shift.
36. "Work Schedule" - is the pattern of work hours established through negotiations to meet the *hours of operation*.
37. "Vacation Year" – A vacation year shall be the calendar year commencing January 1 and ending December 31.

## **ARTICLE 1 - PREAMBLE**

### **1.1 Notice of Legislative Change**

The *College Board* agrees that they would make no proposal to amend, repeal, or revise the *Colleges and Institutes Act*, or regulations made pursuant thereto, which would affect the terms and conditions of employment of *Employees* covered by this Agreement, without first notifying the *Union* in writing of the nature of the proposal.

### **1.2 Use of Singular Terms**

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

### **1.3 Human Rights Code**

The parties hereto subscribe to the principles of the *Human Rights Code* of British Columbia.

### **1.4 Employee Harassment**

(Refer to Common Agreement - Article 2)

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

### **2.1 Bargaining Unit Defined**

The bargaining unit shall comprise all *Employees* included in the *College* bargaining units as defined in this Agreement except those *Employees* in positions mutually agreed to between the parties as managerial and/or confidential exclusions. The parties to this Agreement acknowledge the difficulty in establishing a service wide policy for determining managerial and/or confidential exclusions. The parties further agree that cognizance shall be given to the type of organization and to the degree to which *Employees*, at varying levels, are involved either in the formation of *college* policy or in the process of *Employer-Employee* relations.

The guidelines to be considered in negotiating exclusions shall be:

- (a) position incumbents employed for the primary purpose of exercising senior management functions.
- (b) position incumbents employed in a confidential capacity in matters relating to labour relations taking into account both operational and geographical considerations.
- (c) a sufficient number of position incumbents to represent management in matters relating to labour relations taking into account both operational and geographical considerations.

Incumbents of new positions established by the *Employer* shall automatically be included in the bargaining unit unless specifically excluded by mutual agreement.

## **2.2 Bargaining Agent or Recognition**

The *Employer* recognizes the B.C. Government and Service Employees' *Union* as the exclusive bargaining agent for all *Employees* to whom the certification issued by the Labour Relations Board on October 19, 1976 applies.

## **2.3 Correspondence**

- (a) The *Employer* agrees that all correspondence between the *Employer* and the *Union* related to matters covered in this Agreement shall be sent to the President of the *Union* or his/her designate and to the Chairperson of the bargaining unit.
- (b) The *Employer* agrees that a copy of any correspondence between the *Employer* or designate 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 of the *Union* or his/her designate and to the Chairperson of the bargaining unit.
- (c) Where the terms of this Agreement call for correspondence to be forwarded by registered mail, in the event of a strike, lockout, or other work stoppage in the Canada Post Office within British Columbia, this provision shall not apply and the parties shall use a mutually agreeable alternative, such as facsimile transmission.

## **2.4 No Other Agreement**

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

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

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

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

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

The *Union* agrees to provide the *Employer* with a list of the *Employees* designated as stewards for each jurisdictional area. A steward, or his/her alternate, shall obtain the permission of his/her immediate supervisor before leaving his/her work to perform his/her duties as a steward. Leave for this purpose shall be with *pay*. Such permission shall not be unreasonably withheld. On resuming his/her normal duties, the steward shall notify his/her supervisor.

Duties of the stewards shall include:

- (a) Investigation of complaints of an urgent nature;
- (b) Investigation of grievances and assisting any *Employee* which the steward represents in preparing and presenting a grievance in accordance with the grievance procedure;
- (c) supervision of ballot boxes and other related functions during ratification votes;
- (d) carrying out duties within the realm of assigned safety responsibilities for stewards who are members of safety committees;
- (e) attending meetings called by management.

## **2.7 Bulletin Boards**

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

## **2.8 Union Insignia**

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

## **2.9 Right to Refuse to Cross Picket Lines**

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*. Any *Employee* failing to report for duty shall be considered to be absent without *pay*. Failure to cross a picket line encountered in carrying out the *Employer's* business shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.

## **2.10 Time Off for Union Business**

- (a) *Without Pay - Leave of absence without pay* and without loss of seniority will be granted:
  - (1) to an elected or appointed representative of the *Union* to attend conventions of the *Union* and bodies to which the *Union* is affiliated;
  - (2) for elected or appointed representatives of the *Union* to attend to *Union* business which requires them to leave their general work area;
  - (3) to *Employees* called by the *Union* to appear as witnesses before an arbitration board.

(b) *With Pay* - Leave of absence with basic *pay* and without loss of seniority will be granted:

(1) to four (4) members selected by the sub local of the *Union*, who are representatives of the *Union* on the negotiating committee; however, the sub-local reserves the right to use one (1) additional person for technical information or advice who shall be covered by the provisions of this section;

(2) Where *Employees* are appointed by the *Union* as union representatives to Joint Union/Management Committees as specified in this Agreement, to attend such meetings

(c) The *Employer* recognizes that due to the geographic remoteness of some of the areas served by the *College* it may be difficult for the President of the *Union* or his/her paid union representative to meet with *Employees* outside normal working hours. In such areas, the President of the *Union* or his/her designate shall submit a request in writing to the appropriate Dean and Campus Administrator to meet with *Employees* during working hours in their normal place of work. Subject to operational requirements, the *Employer* shall grant permission for such a meeting, the duration of the length of the meeting to be by mutual agreement between the Dean and the *Union* representative. Attendance at such meetings shall be considered time worked.

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

## **2.11 Emergency Services**

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

## **ARTICLE 3 - UNION SECURITY**

All *Employees* hired on or after October 19, 1976 shall, as a condition of continued employment, become members of the *Union*, and maintain such membership, upon completion of thirty (30) days as an *Employee* (subject only to the provisions of the *Labour Code* of British Columbia).

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

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

(b) The *Employer* shall deduct from any *Employee* who is a member of the *Union* any assessments levied in accordance with the *Union* Constitution and/or Bylaws and owing by the *Employee* to the *Union*.

(c) Deductions shall be made bi-weekly and membership dues or payments in lieu thereof shall be considered as owing in the month for which they are so deducted.

- (d) All deductions shall be remitted to the President of the *Union* not later than twenty-eight (28) days after the date of deduction and the *Employer* shall also provide a list of names of those *Employees* from whose salaries such deductions have been made together with the amounts deducted from each *Employee* covered by this Agreement.
- (e) Before the *Employer* is obliged to deduct any amount under Section (a) of this article, the *Union* must advise the *Employer* in writing of the amount of its regular monthly dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the *Employer* signed by the President of the *Union*. Upon receipt of such notice such changed amount shall be the amount deducted. Notices will become effective in the month following receipt of the same by the *Employer*.
- (f) From the date of the signing of this Agreement and for its duration, no *Employee* organization other than the *Union* shall be permitted to have membership dues or other monies deducted by the *Employer* from the *pay* of the *Employees* in the bargaining unit.
- (g) The *Employer* shall report union dues on T4.
- (h) An *Employee* in the bargaining unit, shall as a condition of continued employment, complete an authorization form providing for the deduction from an *Employee's* monthly wages or salary the amount of the regular monthly dues payable to the *Union* by a member of the *Union*.

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

- (a) The *Employer* agrees to acquaint new *Employees* with the fact that a collective agreement is in effect and with the conditions of employment set out in the articles dealing with *Union* Security and Dues Check-off.
- (b) A new *Employee* shall be advised of the name and location of his/her steward.
- (c) The *Union* shall provide the *Employee* with a copy of the Collective Agreement and descriptive pamphlets outlining the benefits covered in this Agreement.
- (d) Where operational requirements permit, 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 *Employer* and the *Union*.
- (e) Within 30 days of all new regular and non-regular appointments in the local, the *Employer* shall notify the Chair of the Instructors Bargaining Committee and the appropriate shop steward.

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

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

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

##### **7.1 Representation**

No *Employee* or group of *Employees* shall undertake to represent the *Union* at meetings with the *Employer* without the proper authorization of the *Union*. To implement this the *Union* shall supply the

*Employer* with the names of its officers and similarly, the *Employer* shall supply the *Union* with a list of its supervisory or other personnel with whom the *Union* may be required to transact business.

## **7.2 Union Negotiating Committee**

A Union negotiating committee shall be elected by the members of Local 710 - NLC Instructors who are *Employees* of the *College*.

The Committee shall consist of up to five (5) persons one of who shall be the President of the *Union* or his/her designate, who shall sit on the Committee by right.

## **7.3 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, subject to availability.

Members of the *Union* staff shall notify the excluded designated supervisory official in advance of their intention and their purpose for entering and shall not interfere with the operation of the *College* 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.

## **7.4 Technical Information**

(See also Common Agreement - Article 3.1)

The *Employer* agrees to provide to the *Union* such information that is available relating to *Employees* in the bargaining unit, as may be required by the *Union* for collective bargaining purposes.

## **7.5 Joint Committee**

There shall be for the *College* a joint committee composed of members equal in numbers for the *Union* and for the *College*. The *Joint Committee* shall consist of representatives of Local 710 – NLC Faculty and representatives of the *College*. The minimum size of this committee shall be two (2) representatives from Local 7.10 – NLC Faculty and two (2) representatives from the *College*. This committee may call upon additional representatives for technical information or advice. The Committee may establish subcommittees or ad hoc committees as it deems necessary and shall set guidelines, operating procedures, and priorities for such committees.

## **7.6 Meeting of Joint Committee**

The *Joint Committee* shall meet at least once every sixty (60) days or at the call of either party at a mutually agreeable time and place. *Employees* shall not suffer any loss of basic *pay* for time spent on this Committee.

## **7.7 Chairperson of Joint Committee**

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

## **7.8 Responsibilities of Joint Committee**

The Committee shall not have jurisdiction over wages or any other matter of collective bargaining including the administration of this Agreement. The Committee shall not supersede the activities of any other committee of the *Union* or of the *Employer* and shall not have the power to bind either the *Union* or its members or the *Employer* to any decisions or conclusions reached in their discussions.



The Committee shall have the power to make recommendations to the *Union* and the *Employer* on the following general matters:

- (a) reviewing matters, other than grievances, relating to the maintenance of good relations between the parties;
- (b) correcting conditions causing grievances and misunderstandings;
- (c) jurisdictional areas, numbers of stewards and bulletin boards pursuant to Article 2 of this Agreement;
- (d) recommendations pursuant to Article 21.8 of this Agreement;
- (e) such other matters referred to the Committee by this Agreement.

**7.9 Operating Procedures of Joint Committee**

- (a) The Chairperson responsible for a meeting of the Joint Committee will order the combined agenda.
- (b) Minutes of the meetings of the Joint Committee will be written up by the side chairing the meeting and sent to the *Employer* and the *Union* within fourteen (14) days after the meeting.
- (c) Where mutual agreement is reached by the Joint Committee on matters requiring action such agreement shall be noted in the minutes and shall be acted upon within thirty (30) days or a mutually agreed time.

**7.10 Recommendations of Joint Committee**

- (a) Once recommendations pursuant to Article 7.9 of this Agreement have been reached at the level of the Joint Committee, these recommendations shall be referred within thirty (30) days to the bargaining Principals who shall meet and negotiate pursuant to the recommendations.

Agreements negotiated by the bargaining Principals shall be implemented within thirty (30) days or a mutually agreed time.

- (b) If the Joint Committee is unable to reach agreement on any issue referred to it under Article 7.9 of this Agreement, the issue under dispute shall be submitted to the bargaining Principals who shall meet to attempt to resolve the dispute within thirty (30) days.

**ARTICLE 8 - GRIEVANCES**

**8.1 General**

It is the mutual desire of the parties hereto that grievances of *Employees* shall be adjusted as quickly as possible in order to promote harmonious relationships between the *Employer* and the *Union* and the *Employees*.

**8.2 Grievance Procedure**

The *Employer* and the *Union* recognize that grievances may arise concerning:

- (a) differences between the parties respecting the interpretation, application, operation, or any alleged violation of a provision of this Agreement or Arbitral Award, including a question as to whether or not a matter is subject to arbitration; or

- (b) the discipline, rejection, suspension, or dismissal of an *Employee* bound by this Agreement. The procedure for resolving a grievance shall be the grievance procedure in this article.

### **8.3 Step 1**

In the first step of the grievance procedure every effort shall be made to settle the dispute with the designated local supervisor. The aggrieved *Employee* shall have the right to have his/her steward present at such a discussion. If the dispute is not resolved orally, the aggrieved *Employee* may submit a written grievance, through the *Union* steward, to Step 2 of the grievance procedure.

The *Employer* shall provide the *Union* with a list of the appropriate designated excluded supervisors and his/her area of responsibility within the *College*.

In the event the appropriate excluded supervisor is not available, the grievance may be presented to the *Employer's Vice President, Learning or President*.

### **8.4 Time Limits to Present Initial Grievance**

An *Employee* who wishes to present a grievance at Step 2 of the grievance procedure, in the manner prescribed in Article 8.5, must do so no later than ten (10) working days after the date:

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

### **8.5 Step 2**

- (a) Subject to the time limits in Article 8.4, the *Employee* may present a grievance at this level by:
  - (1) recording this grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
  - (2) stating the article or articles of the Agreement infringed upon or alleged to have been violated, and the remedy or correction required; and
  - (3) transmitting this grievance to the designated local supervisor through the *Union* steward
- (b) The local supervisor shall:
  - (1) forward the grievance to the representative of the *Employer* authorized to deal with grievances at Step 2;
  - (2) provide the *Employee* with a receipt stating the date on which the grievance was received

### **8.6 Time Limit to Reply at Step 2**

The representative designated by the *Employer* to handle grievances at Step 2 shall reply in writing to an *Employee's* grievance within ten (10) working days of receiving the grievance at Step 2.

**8.7 Step 3**

The President of the *Union*, or his/her designate, may present a grievance at Step 3:

- (a) within ten (10) working days after the decision has been conveyed to him/her by the representative designated by the *Employer* to handle grievances at Step 2;
- (b) within ten (10) working days after the *Employer's* reply was due.

**8.8 Time Limit to Reply at Step 3**

The representative designated by the *Employer* to handle grievances at Step 3 shall reply in writing to the grievance within ten (10) working days of the receipt of the grievance at Step 3.

**8.9 Failure to Act**

If either party to this Agreement does not present a grievance to the next higher level within the prescribed time limits, the grievance will be deemed to be abandoned. However the parties shall not be deemed to have prejudiced their position on any future grievance.

**8.10 Time Limit to Submit to Arbitration**

Failing satisfactory settlement at Step 3, and pursuant to Article 9, either party may inform the other in writing of his/her intention to submit the dispute to arbitration within:

- (a) Fifteen (15) days after Step 3 decision has been received;
- (b) Fifteen (15) working days after the Step 3 decision was due.

**8.11 Administrative Provisions**

- (a) Grievances and replies at Step 3 of the grievance procedure and notification to arbitrate shall be by registered mail.
- (b) Grievances, replies and notification shall be deemed to be presented on the day on which they are registered, and received on the day they were delivered to the appropriate office of the *Employer* or the *Union*.

**8.12 Suspension or Dismissal Grievances**

In the case of a dispute arising from an *Employee's* suspension or dismissal, the grievance may commence at Step 3 of the grievance procedure within ten (10) working days of the date on which the suspension or dismissal occurred, or within ten (10) working days of the *Employee* receiving notice of suspension or dismissal.

**8.13 Deviation from Grievance Procedure**

The *Employer* agrees that after a grievance has been initiated by the *Union*, the *Employer's* representatives will not enter into discussion or negotiation, with respect to the grievance, either directly or indirectly with the aggrieved *Employee* without the consent of the *Union*.

In the event that after having initiated a grievance through the grievance procedure, an *Employee* endeavours to pursue the same grievance through any other channel, then the *Union* agrees that pursuant to this article, the grievance shall be considered to have been abandoned.

**8.14 Policy Grievance**

Where either party to this Agreement disputes the general application, interpretation, or alleged violation of an article of this Agreement, the dispute shall be discussed initially with the *President* or

his/her designate or the *Union* as the case may be, within forty (40) working days of the occurrence. Where no satisfactory agreement is reached, either party may submit the dispute to Step 3 of the grievance procedure.

**8.15 Technical Objections to Grievances**

It is the intent of both parties to this Agreement that no grievance shall be defeated merely because of a technical error other than time limitations in processing the grievance through the grievance procedure. To this end an 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 according to equitable principles and the justice of the case.

**8.16 Effective Date of Settlements**

Settlements reached at any step of the grievance procedure in this article, other than Article 8.14, shall be applied retroactively to the date of the occurrence of the action or situation which gave rise to the grievance, but not prior to the effective date of the Agreement in effect at the time of the occurrence or the date set by a board of arbitration.

**8.17 Amending of Time Limits**

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

**8.18 Appointment Policy, Travel Expenses Policy & Grievances**

- (a) An *Employee* may grieve the application of the Appointment Policy found in the *College* Administrative guidelines and Appendix 4A Appointment Policy.
- (b) The *College* Administration will consult with the *Union* in regard to any proposed changes to the Appointment Policy and the Travel Expenses Policy (Vehicle and Meal Allowances). The *Union* may initiate consultation.

**ARTICLE 9 - ARBITRATION**

**9.1 Notification**

Where a difference arising between the parties relating to the interpretation, application, or administration of this Agreement, including any question as to whether a matter is arbitrable or where an allegation is made that a term or condition of this Agreement has been violated, either of the parties may, after exhausting the grievance procedure in Article 8, notify the other party within fifteen (15) working days of the receipt of the reply at the 3<sup>rd</sup> step, of its desire to submit the difference or allegations to an arbitration.

**9.2 List of Arbitrators**

The arbitrators agreed to in Appendix B shall serve on a rotating basis. If none of these arbitrators are available to act within a reasonable period, the parties shall select another arbitrator to hear the grievance and failing agreement between the parties either party may request that the Minister of Labour appoint an arbitrator to hear the grievance.

**9.3 Decision of the Arbitrator**

The decision of the Arbitrator shall be final, binding, and enforceable on the parties. The Arbitrator shall have the power to dispose of a grievance by any arrangement deemed just and equitable. However, the Arbitrator shall not have the power to change this Agreement by altering, modifying or amending any provision.

**9.4 Costs**

The parties to this Agreement shall jointly bear the cost of the Arbitrator and each of the parties shall bear the cost of its own representatives and witnesses.

**9.5 Amending Time Limits**

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

**9.6 Witnesses**

At any stage of the grievance or arbitration procedure, the parties may have the assistance of the *Employee(s)* concerned as witnesses. All reasonable arrangements will be made to permit the concerned parties or the Arbitrator(s) to have access to the *Employer's* premises to view any working conditions which may be relevant to the settlement of the grievance.

**9.7 Grievance Recommendations**

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 this Agreement, including any question as to whether a matter is arbitrable, during the term of the *Collective Agreement* Ms. J. Korbin, 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 receipt of the request and, for those thirty (30) days from that date, time does not run in respect of the grievance procedure.

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

**10.1 Burden of Proof**

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

**10.2 Suspension**

Any *College* official specifically authorized by the *President* may suspend an *Employee* for just cause. Notice of suspension shall be in writing and shall set forth the reasons for the suspension.

**10.3 Dismissal**

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

#### 10.4 Suspension and Dismissal Grievance

All suspensions and dismissals will be subject to the formal grievance procedure under Article 8 of this Agreement or Article 3.3 of the Common Agreement. A copy of the written notice of suspension or dismissal shall be forwarded to the *President* of the *Union* and to the local B.C. Government and Service Employees' *Union* area office within five (5) days of the action being taken.

#### 10.5 Right to Grieve Other Disciplinary Action

(a) Disciplinary action grievable by the *Employee* shall include:

- (1) written censures;
- (2) letters of reprimand;
- (3) adverse reports;
- (4) performance evaluation

(b) An *Employee* shall be given a copy of any such document placed on the *Employee's* file which might be the basis of disciplinary action. Should an *Employee* dispute any such entry in his/her file, he/she shall be entitled recourse through the grievance procedure and the eventual resolution thereof shall become part of his/her personnel record.

(c) Upon the *Employee's* request any such document, other than official evaluation reports, shall be removed from the *Employee's* file after the expiration of eighteen (18) months from the date it was issued provided there has not been a further infraction.

(d) The *Employer* agrees not to introduce as evidence in any hearing any document from the file of an *Employee*, the existence of which the-*Employee* was not aware at the time of filing.

#### 10.6 Personnel File

(a) *Employee* shall be permitted to review his/her personnel file in the presence of the Director of Human Resources or his/her designate, upon written request, with two (2) working days' notice.

(b) In order to facilitate the investigation of a grievance or appeal, an *Employee* shall be entitled upon reasonable notice to review his/her personnel file. The *Employee* may authorize, in writing, the *President* of the *Union* or his/her designate to review the file on his/her behalf. The *Union* shall give reasonable written notice of its intention to review the file in question.

(c) Such files shall include both paper and electronic files where applicable.

#### 10.7 Right to Have Steward Present

(a) An *Employee* shall have the right to have his/her steward present at any discussion with supervisory personnel which the *Employee* believes might be the basis of disciplinary action. Where a supervisor intends to interview an *Employee* for disciplinary purposes the supervisor shall make every effort to notify the *Employee* in advance of the purpose of the interview in order that the *Employee* may contact his/her steward, providing that this does not result in an undue delay of the appropriate action being taken. Where an interview with a supervisor develops into a disciplinary action without advance notice, the *Employee* has the right to terminate the interview until a shop steward is present.

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

### 10.8 Probation

- (a) The *probation* period for regular *Employees* with an appointment of fifty percent (50%) or greater workload shall be the first nine (9) calendar months of employment.
- (b) The *probation* period for regular part-time *Employees* with an appointment of less than fifty percent (50%) shall be the first eighteen (18) calendar months of employment

### 10.9 Rejection During Probation

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

Where an *Employee* feels he/she has been aggrieved by the decision of the *Employer* to reject the *Employee* during the probationary period he/she may grieve the decision at Step 3 of the grievance procedure as outlined in Article 8.7 of this Agreement within ten (10) working days of the date on which the rejection occurred or within ten (10) working days of the *Employee* receiving notice of rejection.

### 10.10 Abandonment of Position

An *Employee* who fails to report for duty for five (5) consecutive working days without informing the *Employer* of the reason for his/her absence will be presumed to have abandoned his/her position. An *Employee* shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not informing the *Employer*.

### 10.11 Notice of Resignation

*Employees* appointed under this Agreement shall, whenever possible, be required to serve twenty (20) working days notice of resignation.

## ARTICLE 11 - SENIORITY

### 11.1 Seniority Defined

For the purpose of this Agreement:

- (a) "*Service Seniority*" shall mean the length of *continuous service* as a regular *Employee* of the *College*.
- (b) "*Classification Seniority*" for a regular *Employee* shall be from that date upon which an *Employee* is last appointed to his/her present classification with the status of a regular *Employee*.
- (c) Notwithstanding the provisions of Article 11.1(b), a regular *Employee* who is demoted shall have time previously spent at the level to which he/she is demoted included in his/her classification seniority, other than in cases where an *Employee* takes a voluntary *demotion* in accordance with Article 12.5 or 12.6 of this Agreement or is demoted through no fault of his/her own. In the latter cases, the *Employee* shall have classification seniority equivalent to all time previously spent at the level to which he/she is demoted together with all time spent in any higher classification within the same classification series or related series.

### **11.2 Seniority List**

The *Employer* shall maintain a service seniority list showing the date each regular *Employee* commenced employment with the *College*. An up-to-date service seniority list shall be sent to the *President* of the *Union* on 31<sup>st</sup> December annually.

### **11.3 Loss of Seniority**

A regular *Employee* on *leave of absence without pay*, other than leave of absence for an elected or appointed position in the *Union*, shall not accrue seniority for leave periods over forty (40) working days.

A regular *Employee* who is on *leave of absence without pay* in an elected or appointed position of the *Union* shall continue to accrue seniority without benefits during the leave period, provided that upon returning, the *Employee* shall accept the first available position in his/her original classification at the work location nearest his/her residence.

An *Employee* on a claim recognized by Workers' Compensation Board shall be credited with service seniority equivalent to what he/she would have earned had he/she not been absent and had been able to work.

An *Employee* shall lose his/her seniority as a regular *Employee* in the event that:

- (a) he/she is discharged for just cause;
- (b) subject to Article 11.4, he/she voluntarily terminates his/her employment or abandons his/her position;
- (c) he/she is on layoff for more than one (1) year;
- (d) he/she becomes a non-regular *Employee*.

### **11.4 Re-Employment**

A regular *Employee* who resigns his/her position and within twenty (20) working days is re-employed as a regular *Employee* shall be granted a leave of absence without pay covering those days absent and shall retain all provisions and rights in relation to seniority and other fringe benefits, provided he/she has not withdrawn his/her superannuation contributions.

### **11.5 Bridging of Service**

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

- (a) The *Employee* must have been a regular *Employee* with at least three (3) years of service seniority at the time of termination.
- (b) The resignation must indicate that the reason for termination is to raise a dependent child or children.
- (c) During the *Employee's* break in service, which is not to exceed three (3) years, the *Employee* must not have been engaged in full-time remunerative employment for any period in excess of three (3) months.
- (d) The previous length of service shall not be reinstated until successful completion of the probationary period on re-employment.



## ARTICLE 12 - SERVICE CAREER POLICY

### 12.1 Union Observer

An in-service applicant may request that the President of the *Union* or his/her designate sit as an observer on a selection panel for positions in the *College* bargaining units. The observer shall be a disinterested party.

This section shall not apply to excluded positions.

### 12.2 Notification

Unsuccessful in-service applicants to posted positions will be notified by telephone of the name and classification of the successful applicant. The unsuccessful applicants shall be notified in writing of the reasons why they were unsuccessful if they request such reasons within two (2) working days of receiving notification of the name and classification of the successful applicant. Where no such requests have been received within two (2) working days of receiving notification, the appointment of the successful applicant may be confirmed.

### 12.3 Right to Appeal

Where an *Employee* feels he/she has been aggrieved by any decision of the *Employer* relating to promotion, demotion, or transfer, the *Employee* may grieve the decision at Step 3 of the grievance procedure within three (3) working days of being notified (not including the day of notification) of the reasons why he/she was unsuccessful. Where a grievance has been filed, no permanent transfers or placements shall take place until the grievance has been resolved by the grievance procedure as outlined in Article 8 of this Agreement.

### 12.4 Transfers

It is understood by the parties that as a general policy *Employees* shall not be required to transfer from one geographic location to another against their will. However, the *Employer* and the *Union* recognize that in certain cases *transfers* may be in the interests of the *College* and/or the *Employee*. In such cases, an *Employee* will be fully advised of the reason for his/her transfer, as well as the possible result of refusal to be transferred.

### 12.5 Screening Committee

The *Employer* acknowledges an obligation to maintain on payroll regular *Employees* who have completed their probationary period and who, through advancing years, are unable to perform their regular duties. A screening Committee shall be established to review cases of such *Employees*. The Committee shall consist of two (2) members appointed by the *Employer*, two members appointed by the *Union* and a medical doctor who shall act as chairperson. The Screening Committee may make recommendations to the *College Board* to retain the *Employee* in a less arduous position and/or to recommend what retraining the Committee deems advisable.

Where the Screening Committee is unable to recommend that the *Employee* be placed in a less arduous position or to be retrained, the particular case shall be referred to the Principals to this Agreement for final disposition.

**12.6 Transfers Without Posting**

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

- (a) compassionate or medical grounds to regular *Employees* who have completed their probationary period;
- (b) all *Employees* who have become incapacitated by industrial injury or industrial illness. In such cases the Screening Committee outlined in Article 12.5 shall consider any applications or requests presented to the Committee. Each request for special consideration shall be judged solely on its merit.

**12.7 Interview Expenses**

An in-service applicant for a posted position who is not on leave of absence without pay and who has been called for a panel interview shall be granted leave of absence with base pay and shall have his/her authorized expenses paid. An *Employee* granted leave under this section shall notify his/her supervisor as soon as he/she is notified of his/her requirement to appear for an interview.

**12.8 Administrative Provisions**

Notifications, requests, and appeals shall be deemed to be delivered, presented, or received in accordance with the postmark.

**12.9 Notification of Applicants**

In-service applicants for posted positions who are due to be interviewed shall be notified of the time, date and location of the interview not less than three (3) days prior to the interview. In the event that it becomes necessary to postpone the interview, the applicant will be advised as soon as possible of any new arrangements but notice will be deemed to have been served.

**ARTICLE 13 - PERFORMANCE APPRAISAL**

- (a) The Principals to this Agreement recognize that there is an established formal performance appraisal procedure in effect.
- (b) The *Employer* agrees that it will consult with the *Union* in the event that it intends to modify the established procedure.
- (c) Where a formal appraisal of an *Employee's* performance is carried out, the *Employee* shall be given five (5) working days after receipt of the appraisal to read and review the appraisal.
- (d) Provision shall be made on the appraisal form for an *Employee* to sign it. The form shall provide for the *Employee's* signature in two (2) places; one indicating that the *Employee* has read and accepts the appraisal, and the other indicating that the *Employee* has read and disagrees with the appraisal. The *Employee* shall sign in one of the places provided. No *Employee* may initiate a grievance regarding the contents of an appraisal unless the signature indicates disagreement with the appraisal.
- (e) An *Employee* shall, upon request, receive a copy of this appraisal at the time of signing.
- (f) A performance appraisal shall not be changed after an *Employee* has signed it without the knowledge of the *Employee*, and any such changes shall be subject to the grievance procedures of the Agreement.

**ARTICLE 14 - LAYOFF AND RECALL**

**14.1 Pre-Layoff Canvass and Layoff**

(a) *Pre-Layoff Canvass*

(1) Prior to the layoff of regular *Employee(s)* under Article 14.1(b) the *College* may within a geographic location, canvass any *Employee* or group of *Employees* to invite:

- (i) Placement into a vacant regular position.
- (ii) Resignation with severance as provided for in Article 14.2(a) or 14.2(b) as appropriate; or
- (iii) Where eligible, early retirement.

(2) Where an *Employee* selects an option or accepts an offer of placement, once confirmed in writing, such acceptance is final and binding upon the *Employee*, subject to the agreement of the-*Employer*.

(b) *Layoff*

(1) In the event of the need to layoff an *Employee(s)*, which shall include, by definition, a reduction in the regular hours of work as defined in this Agreement, or terminate employment for reasons including decreased student enrolment, program redundancy or program elimination, reduction, or change; or budget limitation, the following provisions shall apply.

(2) A layoff(s) shall be based on seniority within a department, discipline or specialty, provided that senior staff have appropriate qualifications and are providing satisfactory service.

**14.2 Severance Pay**

(a) *Employees* who are laid off will receive severance pay at the following rates. Where the letter of appointment specifies an appointment of less than twelve (12) months, there shall be no severance pay entitlement except as the schedule below applies:

2 years' service but less than 3 years' service .....	6 weeks' pay
3 years' service but less than 4 years' service .....	8 weeks' pay
4 years' service but less than 5 years' service .....	10 weeks' pay
5 years' service but less than 6 years' service .....	12 weeks' pay
6 years' service but less than 7 years' service .....	16 weeks' pay
7 years' service but less than 8 years' service .....	18 weeks' pay
8 years' service but less than 9 years' service .....	20 weeks' pay
9 years' service but less than 10 years' service .....	22 weeks' pay
10 years' service and over.....	24 weeks' pay

Severance pay will be paid out in a lump sum.

Under no circumstances will an *Employee* who returns to the *College* upon recall be reimbursed for more weeks under severance pay than the actual number of weeks involved in the layoff.

Severance pay will only be paid to an *Employee* once, unless he/she re-qualifies for severance pay again through another two years' active employment after his/her date of recall.

(b) In the event of impending layoff of regular *Employees*, the *Employer* will notify the Joint Committee and the *Employee* in writing. The Joint Committee shall meet within five days and shall

recommend reasonable alternatives to layoff within five days of its meeting. The *Employer* acknowledges its responsibility to make every reasonable effort to examine, within five days, any reasonable alternatives suggested. The first alternative to be reviewed shall be the possibility of offering the individuals another position within the bargaining unit provided:

- (1) the individual can be expected to effectively carry out the responsibilities of the position, and
- (2) where it is intended that the vacancy be filled.

Other options which may include early retirement, retraining, surveying vacancies within the college system can be considered reasonable alternatives.

#### **14.3 Advance Notice**

The *Employer* shall notify regular *Employees* who are to be laid off a minimum of twenty working days' notice plus one additional working day's notice for each full year of employment with the *College*. If the *Employee* does not have the opportunity to work after notice of layoff, he/she shall be paid in lieu of work for that part of the notice period during which work was not made available.

#### **14.4 Recall**

Subject to other articles of this agreement, seniority will be the basis of recalling laid off *Employees* where expertise is determined to be suitable for the work.

### **ARTICLE 15 - HOURS OF WORK**

#### **15.1 Hours of Work**

Annual Hours of Work shall be as follows:

- (a) Appendix 2(a) *Employees*
  - 1566 hours - inclusive of *Holidays*
  - exclusive of meal periods taken away from the workstation
  - exclusive of rest breaks
  - averages 30 hours per week
- (b) Appendix 2(b) *Employees*
  - 1827 hours - inclusive of *Holidays*
  - exclusive of meal periods taken away from the workstation
  - inclusive of rest breaks
  - averages 35 hours per week

#### **15.2 Work Schedules**

- (a) *Work schedules* shall be established by mutual agreement between the *Employer's* designate and the *Employees* at the local level in accordance with the terms of this Agreement.

(b) Changes in work schedules and starting and finishing times shall be established at the local level and shall conform with the provisions of this agreement. Copies of the revised schedules, once agreed upon, shall be given in writing to each *Employee* affected by the change and to the *Union* prior to the changes being finalized.

(c) Where revised work schedules or starting or finishing times cannot be agreed upon at the local level to meet changes in the hours of operation, the matter shall be referred by either party to the joint Committee for consideration and agreement. The Joint Committee shall meet within four (4) days to consider the matter. Within three (3) days of the initial meeting the Joint Committee shall either resolve the matter or refer it to Step 3 of the grievance procedure for resolution.

(d) Pending resolution at the Joint Committee, the *Employer* may after fourteen (14) days notice, on an interim basis, change starting and finishing times or alter days of rest of existing work schedules to meet hours of operation, providing this does not increase the length of the workday beyond nine (9) hours.

(e) *Scheduling Within Existing Hours of Operation:*

(1) Work schedules shall be determined in accordance with the provisions of Article 16, and in accordance with the following provisions of this article.

(2) The *Union's* and *Employer's* designate at the local level shall negotiate mutually agreeable work schedules and work patterns in accordance with the Agreement and this article.

(3) Where agreement on work scheduling or work patterns cannot be reached at the local level, the matter may be referred by either party to the Joint Committee.

(4) The Joint Committee shall meet within ten (10) days of receiving notice in order to attempt resolution of the dispute. Schedules agreed upon by the Joint Committee shall be implemented according to a method agreed upon by the Committee.

(5) In the event that agreement on work schedules is not reached by the Joint Committee within four (4) days, or mutually agreed times, the dispute shall be referred to the bargaining Principals to resolve.

(6) In the event that agreement on work schedules and/or their method of implementation is not reached by the bargaining Principals or their designates within four (4) days or a mutually agreed time, the dispute shall be referred to arbitration for final and binding decision.

(7) Pending final resolution of a dispute, the status quo with respect to work schedules shall be maintained.

(8) Work schedules shall be rotated on an equitable basis among the *Employees* involved.

(f) *Changes in Hours of Operation*

(1) The *Employer* shall give the *Union* sixty (60) days notice of changes in the *hours of operation* that affect the *work schedules of Employees*. Where circumstances beyond the *Employer's* control require the introduction of changes in the *hours of operation* with less than sixty (60) days available for notice the *Employer* shall give the maximum notice possible.

(2) Following the receipt of notice, the *Employer's* and the *Union's* designated representatives shall meet to negotiate mutually agreeable *work schedules*.

(3) Where agreement cannot be reached the dispute resolution procedure specified above shall be implemented.

(g) *Split Schedules*

The *Employer* and the *Union* agree that *Employees* will not be required to work split schedules except by mutual agreement of the *College* and the *Union*.

(h) *Meal Periods*

(1) Meal periods shall be scheduled as close as possible to the middle of the shift and wherever possible to correspond with dining room facilities where such facilities are available.

(2) Meal periods shall be a minimum of thirty (30) and not more than sixty (60) minutes in length as mutually determined by the *Union's* and the *Employer's* designated representatives at the local level. An *Employee* shall be entitled to take his/her meal period away from the workstation. Where this cannot be done, the time worked shall not exceed the scheduled *workday* or the applicable overtime rates shall apply.

(i) *Days of Work*

(1) no *Employee* shall be scheduled to work more than five (5) consecutive days.

(2) Instructors shall receive two (2) consecutive days off within a seven (7) day period.

(3) This article shall not apply where the contract is less than one hundred twenty (120) hours and has the mutual agreement of the *Employer* and the *Union*.

(j) *Reporting to Work Location*

Where *Employees* are required to report to a central location in order to be assigned their work location, their shift shall commence from the time they are required to report for the assignment.

(k) *Change of Work Location*

Except in the case of temporary assignment for the duration of less than one (1) month, and except in the case of emergencies, the *Employer* shall 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.

(l) *Shift Schedules*

(1) A full-time instructor after consultation with the Vice President, Learning may teach up to six (6) hours per week in addition to his/her assigned workload. Remuneration in this case will be as per Article 17.

(2) Work assignments will be made on an equitable basis and instructors will only be rotated when it is necessary to maintain a program.

(m) *Scheduling of Vacations*

Pursuant to Article 15.3(c) of this Agreement, *Employees* shall remain on the agreed upon *work schedule* and vacation entitlement shall be converted to hours. The scheduled daily hours shall be deducted from the vacation entitlement for each day of vacation taken.

### 15.3 Conversion of Hours

(a) *Lieu Days*

Where an *Employee* is granted a lieu day pursuant to Article 19.3 or 19.4 of this agreement, the time off granted will be six (6) hours per lieu day for Appendix 2(a) *Employees* and seven (7) hours per lieu day for Appendix 2(b) *Employees* for full-time *Employees* and prorated for part-time *Employees*.

(b) *Vacation*

Where an *Employee* is granted vacation pursuant to Article 20.1 of this agreement, and where the regularly scheduled *workday* is greater than seven (7) hours per day, for Appendix 2(b) *Employees* or six (6) hours per day for Appendix 2(a), *Employees*, the annual vacation entitlement shall be converted to hours on the basis of a seven (7) or six (6) hour day respectively and deducted accordingly.

(c) *Designated Paid Holidays*

Where an *Employee* is granted a designated paid *Holiday* pursuant to Article 19 of this Agreement, the time off granted will be seven (7) hours for an Appendix 2(b) *Employee* and six (6) hours for an Appendix 2(a) *Employee* per designated paid *Holiday* for a full-time *Employee* and prorated for a part-time *Employee*.

(d) *Instructional Staff*

Notwithstanding paragraphs (a), (b) and (c) of this section, the earning and granting of lieu days for designated *Holidays*, sick leave, vacation, and designated paid *Holidays* for instructional staff will remain unchanged.

### 15.4 Rest Periods

All *Employees* shall be entitled to *rest periods* as follows:

- For work shifts three and one-half (3½) hours up to six (6) hours, one (1) fifteen (15) minute *rest period*.
- For work shifts in excess of six (6) hours, two (2) fifteen (15) minute *rest periods*.

When *rest periods* are taken, they shall be scheduled by mutual agreement between the *Employee* and campus administration.

*Rest periods* are not paid time, and additional *rest periods* may be taken by mutual agreement and scheduling.

### 15.5 Duty Hours

(a) Duty hours shall consist of the annual hours of work as defined in Article 15.1 less vacation entitlement and paid *Holidays*.

(b) All *Employees* will be expected to be on campus and engaged in college work during normal working hours (as defined in this Agreement) other than the following times:

- (1) paid *Holidays*,
- (2) annual vacation,
- (3) approved professional development,
- (4) approved absences.

(c) For Appendix 2(a) *Employees*, duty hours shall include instructional contact hours (as defined in Article 15.6), preparation time, and other related activities and duties.

(1) The *Employer* will show due consideration in recognizing preparation requirements.

For academic courses the guideline will be one hour of preparation for each hour of instruction, applied on an annual basis.

For vocational and career technical courses the guideline will be one hour of preparation for every four hours of instruction, applied on an annual basis.

(2) The *Employee* will show due consideration in recognizing that the instructor's role includes activities and duties in addition to teaching and preparation such as office hours, course development, meetings, articulation, student interviews. The *Employer* recognizes that activities and duties outside of teaching and preparation are not to be considered as part of the annual preparation time.

(3) Six (6) hours of preparation time prior to the delivery of each course will be granted for all courses delivered using *distance education* delivery methods.

(4) Distance delivery courses employing correspondence methods will be granted ten (10) minutes per student per week of preparation time over the duration of the course with a minimum of one hour of preparation time per week.

### **15.6 Contact Hours**

For the purposes of this article, a contact hour refers to a scheduled student contact hour in a classroom, laboratory, shop or any other related instructional areas.

(a) Scheduled contact hours for instructors of academic programs shall not exceed four hundred fifty (450) hours per year. This shall consist of a maximum of four (4) different courses per semester to a maximum of ten (10) courses per year. The *Employer* will show due consideration in recognizing preparation requirements in scheduling a maximum of ten (10) courses per year. For the purposes of this section, point seven five (.75) contact hours refers to each hour spent in laboratories and point five (.5) contact hour for each hour spent in tutorials for academic courses.

(b) Scheduled contact hours for instructors of Vocational and Career/Technical programs shall not exceed nine hundred eighty-four (984) hours per year. Instructors of vocational courses who conduct laboratories or shops shall not exceed nine hundred forty-three (943) contact hours per year.

(c) Instructors whose assignment includes a combination of Academic, Vocational/Career-Technical, and Distance Delivery contact hours shall have their contact hours prorated.

### **15.7 Workload and Hours of Work**

Every *Employee* shall be assigned a designated *campus or learning centre*. Each hour of travel to a work location in excess of the time required to travel to and from the instructor's residence to his/her designated *campus or learning centre* is deemed to be equivalent to one duty hour. The time required to travel from Dawson Creek to Fort St. John is defined to be one (1) hour; from Dawson Creek to Chetwynd one and one-half (1½) hours; from Fort St. John to Hudson's Hope one and one-half (1½) hours; from Fort St. John to Fort Nelson five (5) hours; and from Dawson Creek to Tumbler Ridge two (2) hours. Allowances will be made for an extension due to inclement weather.



**15.8 Lecture Courses**

Instructors teaching lecture oriented courses shall not have to teach more than four (4) different courses per semester without the consent of the bargaining Principals.

**15.9 Night Courses**

Instructors shall not have to teach more than six (6) hours of night courses per week as part of their regular workload without the consent of the bargaining Principals.

**15.10 Proposed Workloads**

Proposed workloads and contact hours shall be outlined in writing twenty (20) working days prior to the commencement of the proposed workload each year and will be presented to the Vice President, Learning and a representative of the *Union*. Each will have an opportunity to consult with the parties concerned prior to the workload being finalized and the forms signed by the Dean and *Employee*. There shall be no increase in the workload during the year except by consent of the *Employee* and the *Union*.

(a) Instructors will be expected, where class enrolments are under maximum, to meet optimum class size by tutoring *Distance Education* students. Tutorials will be scheduled during regular posted office hours. For *College* purposes *Distance Education* students assigned in this manner will be regarded as regular students.

(b) Where an Appendix 2(a) *Employee*, for whatever reason, has a shortfall of duty hours per week (thirty [30] hours) those hours may be made up through *Distance Education* tutorial and/or alternative academic assignment.

**15.11 Workweek**

The normal workweek for all *Employees* shall be Monday to Friday.

**15.12 Class Size**

(a) Vocational shop courses shall normally have a class size of sixteen (16) students per instructor. For purposes of defining vocational shop courses they are generally understood to be such courses as:

Aircraft Maintenance Engineering  
Cook Training  
Welding

(b) In programs such as Entry Level Trades Training, Early Childhood Education, ABE, and Office Administration, the average class size shall not exceed seventeen (17) students per instructor. In other regular vocational programs class sizes shall be determined by mutual agreement of parties to this Agreement before they are commenced and as the needs arise.

(c) Under normal circumstances thirty (30) students per class, with a maximum of thirty-five (35) at registration for lecture courses.

(d) Maximum of twenty (20) students per instructor in tutorials and seminars.

(e) Laboratory: (Chemistry, Physical Geography, Computer Science, Physics, and Biology)

(1) up to eighteen (18) students, no laboratory assistance provided.

(2) more than eighteen (18) students and up to a maximum of twenty-four (24), support staff will be made available up to a maximum of two (2) hours for each laboratory per week.

(3) if enrolment drops to eighteen (18) or below during the life of the course, then (1) above will apply.

**15.13 Joint Committee**

Any problems relating to the operation of this article shall be referred to the *Joint Committee*.

**15.14 Non-Instructional Duty Days**

A teaching *Employee* will be expected to be on campus and engaged in college work, including *department* meetings, on weekdays other than "*paid holidays*" or his/her annual vacation unless he/she has obtained specific approval to carry out professional development. Instructional staff will be required to post their office hours at the request of the *Employer*.

**15.15 Positions Temporarily Vacant**

- (a) The *Employer* acknowledges that, except in cases of emergency, the workload of *Employees* covered by this agreement will not be increased beyond their regular level as a result of positions temporarily vacant due to illness, vacation, leave of absence, or any other reasons.
- (b) Where substitution is required the most senior available qualified *Employee* in the appropriate classification be afforded the opportunity to substitute in the higher position.

**15.16 Release Time**

Instructors recognize the necessity of discharging functions or tasks outside of their regular instructional activities and beyond their normally scheduled hours of work and will be provided release time hour for hour, or at overtime rates provided that prior authorization is received from the appropriate Dean or designate.

**15.17 Intersession and Summer School**

Instructors will be expected to meet the needs of students through courses offered on a year round basis, subject to the terms of this Agreement as set out in Article 15 following application of Article 20.

**ARTICLE 16 - PROFESSIONAL DEVELOPMENT**

Both the *Employer* and the *Union* recognize the need to provide *Employees* with the opportunity for short-term and extended professional development which is initiated at the request of the *Employee*. It is the intent of this agreement that when a request is initiated by an *Employee*, responsibility for approving the leave lies with the *Employer*. Responsibility for funding the request lies with the Professional Development Committee as outlined hereunder.

- (a) (1) The provisions of this article are intended to assist *Employees* in maintaining and improving skills and knowledge and to improve the quality of service offered to the citizens of the *College* region. It is recognized that both parties benefit from professional development, the instructor who engages in it, and the *College* which facilitates it.
- (2) The parties recognize that because of the geographical remoteness of the *College*, special efforts must be made to ensure that priority for professional development is made available to regular *Employees*.
- (3) The *College* shall provide and schedule, where mutually agreed upon, a qualified replacement when professional development is utilized. The *Union* agrees that the *College* will not be expected to cover costs in addition to those that would normally be expended to maintain the existing services. The *College* agrees that other faculty members with full workloads should not be expected to cover off for faculty who are away on professional development unless mutually agreed upon.

(4) Professional development is the means by which an *Employee* keeps up-to-date in his/her subject matter and/or in the instructional process. It may or may not include educational or trade credentials. Some examples are:

- (i) Industry, professional or trade workshops or seminars, sponsored by trade associates, professional groups, industry or educational institutions.
- (ii) Returning to the trade in which one instructs for a minimum period of five (5) months in each five (5) year period.
- (iii) *Group Activities* - Learning package workshops
  - Guest speakers
  - Time management workshops
- (iv) Training which produces additional qualifications which are recognized as degrees, professional certificates, etc.
- (v) *In Service* - imported workshops, lecture or demonstration usually lasting one-half (½) or one (1) day and concerned with matters of general interest to the staff.
- (vi) *Correspondence and Local Courses* - Subject of interest to staff on an individual basis.
- (vii) Returning to an accredited institution for additional certificated education.

(5) Professional development is not:

- (i) Teaching instruction and orientation prior to commencement of teaching duties.
- (ii) Any course needed to meet basic standards required in a designated area and workload for which the person was employed.
- (iii) Any program or course being attended under direction of Administration.
- (iv) Articulation meetings.

a. Forms of Professional Development

(6) *Short-Term* - Professional development granted during non-instructional periods will be classified as short-term. During instructional periods requests for professional development of up to one month will also be deemed short-term. Normally the completion of the probationary period is required before short-term professional development can be granted.

(7) *Extended* - Professional development requests involving an excess of one (1) month of an instruction period shall be deemed extended professional development. Five (5) years of employment in the *College* is required before extended professional development can be granted. No *Employee* will be eligible for more than one year of extended professional development in any subsequent five year period. Extended professional development will generally require more documentation and a stronger rationale than other types of professional development. An *Employee* taking extended professional development will be required to provide a guarantee of one year's continued employment with the *College* after completion of the professional development project, or to reimburse the Committee on a pro rata basis for equivalent expenditures.

- (i) Benefits and vacation entitlement carry on during professional development to the amount that they would have done so had the instructor remained on duty.

The *Employer* further agrees to provide the *Employee*, upon return from extended professional development leave, with a position of the same classification level.

Seniority shall continue to be earned while on professional development leave.

(ii) The extended professional development project may involve the return to university for a one (1) year period. In this case the following guidelines will apply:

- a. When only one *Employee* can be approved for this form of professional development, other things being equal, the applicant with the most seniority shall be approved.
- b. When more than one *Employee* is to be approved, the Professional Development Committee shall select applicants from different instructional areas, e.g.:
  - Academic
  - Trades
  - Business Administration
  - Non-Teaching *Employees*
  - Business Careers
  - ABE
- c. The successful applicant will be consulted wherever possible in the hiring of a replacement for his/her position.
- d. This form of professional development will normally start on July 1<sup>st</sup> or September 1<sup>st</sup> and terminate on the following June 30<sup>th</sup>. These dates are not intended to preclude summer sessions.
- e. In the event that an individual receives outside support, such as a scholarship, fellowship or bursary, the total of outside support plus salary support shall not exceed the individual's basic salary for the period of study leave. In the event of such combined support exceeding the basic salary, the excess amount shall be deducted from the *Employee's* salary and credited to the Professional Development Fund. It is the responsibility of the *Employee* to report all additional sources of support to the-*Employer*.

(b) On April 1<sup>st</sup> of each year the *College* agrees to allocate thirty thousand dollars (\$30,000) to the Professional Development Fund. Professional development funds will be allocated to the direct costs of professional development activity, including the costs of replacement instructional staff that may be incurred by the *College* as a direct result of an *Employee's* professional development activity. The Professional Development Committee shall allocate a portion of its funding to extended leave. The Committee shall also allocate a portion of its funding to its operating costs. Funds remaining at the end of the fiscal year will be carried forward to the subsequent year. The *College* agrees to assist the Committee in its operation on a fee for service basis at actual cost.

(c) *Composition of the Professional Development Committee*

(1) The Committee shall be composed of a minimum of six (6) members elected from Local 710 - NLC Faculty. A normal term of office is two (2) years. To ensure continuity, three (3) members will be elected each year. Representation shall include:

- 1 member from Fort Nelson/Stikine
- 1 member from Chetwynd/Hudson's Hope/Tumbler Ridge
- 2 members from Fort St. John
- 2 members from Dawson Creek

(2) The Committee shall ensure that each person covered by the Local 710 - NLC Faculty Agreement receives a ballot and notification of the date of election and the names of the candidates.

Any person covered by the Local 710 - NLC Faculty Agreement may let his/her name stand for election.

(3) If a member of the Committee resigns, the remaining members may appoint a replacement to serve the remainder of his/her term. The appointment shall be made by majority agreement.

(4) The *College* is invited to appoint a liaison person to the Committee who will be a non-voting member.

(5) When a chairperson resigns in mid-term, a new chairperson shall be elected from the remaining members of the Committee.

(6) The Chairperson shall not vote at committee meetings unless it is to cast the deciding vote.

(7) As new members are elected to the Committee, they should attend a seminar on professional development.

(d) *Committee Guidelines*

(1) The Professional Development Committee shall establish guidelines to minimally include procedures for the following:

- (i) decision-making process
- (ii) expenditures
- (iii) duties and responsibilities of officers
- (iv) annual report
- (v) operating policies
- (vi) proposal requirements
- (vii) reporting requirements
- (viii) budgeting process
- (ix) appeal procedures
- (x) priorities

(2) The guidelines will be distributed to each member of the bargaining unit at the earliest possible time.

- (3) The guidelines will be subject to the provisions of this agreement. In the event of a dispute between the Committee and the *College*, the matter will be referred to *Joint Committee* for recommendation to the bargaining Principals.
  - (4) Meetings will normally be held at scheduled times via teleconference.
  - (5) A copy of the annual report submitted to the membership shall be submitted to the *President* by October 31<sup>st</sup> of each year.
- (e) Common Faculty Professional Development Fund – See Common Agreement – Article 16.

## **ARTICLE 17 - SCHEDULED WORKLOAD**

### **17.1 Premium Entitlement**

- (a) Normally classes are scheduled between the hours 8:30 a.m. and 4:30 pm. Scheduled workloads for full-time instructors outside of these hours qualifies the *Employee* for a premium pursuant to the salary schedule.
- (b) If an instructor elects to re-schedule his/her workloads outside of the hours mentioned above this premium will not apply.
- (c) Payment will be made on the last pay period in December and June.

### **17.2 Shortfalls**

There shall be no payback for shortfall of annual working hours.

### **17.3 Shift Systems**

In the event that the *Employer*, by virtue of changes to its operation for any reason, determines that all or part of its operation will be changed to a shift system, i.e. a system that incorporates a first, second and/or third shift, the *Employer* will notify the *President* of the *Union* or his/her designate immediately.

The bargaining Principals, shall negotiate a shift premium based on prevailing BC *College* rates.

## **ARTICLE 18 - OVERTIME**

### **18.1 Definitions**

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

### 18.2 Authorization and Application of Overtime

(a) An *Employee* who is required to work overtime shall be entitled to overtime compensation when:

- (1) the overtime worked is authorized in advance by the *Employer*; and
- (2) the *Employee* does not control the duration of the overtime worked, such as acts of God, an emergency situation, and damage to life or property.

(b) Notwithstanding the foregoing, the *Employer* and the *Union* recognize that the nature of the work carried out by persons in some classifications is such that it may not be possible for the *Employee* to obtain prior authorization for the necessary overtime work. In such cases the *Employee* shall use his/her discretion in working the overtime and the *Employer* shall be considered to have authorized the overtime in advance. However, the *Employer* reserves the right, subject to the grievance procedure, to determine the legitimacy of the overtime claimed.

An *Employee* who makes an overtime claim which is rejected by the *Employer* may proceed pursuant to Article 8.

### 18.3 Overtime Entitlement

(a) An *Employee* will be entitled to receive overtime compensation in accordance with Article 16 of this Agreement and:

- (1) after the daily hours scheduled at the local level; or
- (2) after thirty (30) hours for an Appendix 2(a) *Employee* and thirty-five (35) hours for an Appendix 2(b) *Employee*, of duty per week.

(b) For the purposes of calculating the hourly rate of overtime, an *Employee's* monthly rate shall be divided by the monthly hours, one hundred thirty point five (130.5) for Appendix 2(a) *Employees* and one hundred fifty-two point two five (152.25) for Appendix 2(b) *Employees*.

(c) Overtime shall be compensated in thirty (30) minute increments, however, *Employees* shall not be entitled to any compensation for periods of overtime of less than five (5) minutes per day.

(d) A part-time *Employee* who is represented by the BCGEU - Local 710 - Faculty and who is also concurrently an *Employee* represented by BCGEU - Local 710 - Support will be paid at overtime rates after his/her combined assigned work time exceeds forty (40) hours per week in total. Overtime rates for hours so worked will be in accordance with his/her wage normally paid for the overtime work performed. Article 18.11 — Callout Compensation, applies to said *Employees*.

### 18.4 Recording of Overtime

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

### 18.5 Sharing of Overtime

Whenever reasonably possible, overtime work shall be shared on an equitable basis.

### 18.6 Overtime Compensation

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

- (1) time and one-half (1½x) for the first two (2) hours of overtime on a regularly scheduled *workday*; and

- (2) double-time (2x) for hours worked in excess of (1); and
- (3) double-time (2x) for all hours worked on a *day of rest*.

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

(b) An *Employee* who works on a designated *Holiday* which is not a scheduled *workday* shall be considered to have worked overtime and shall receive his/her regular day's pay, and shall receive additional compensation at the rate of double-time (2x) for all hours worked; except for Christmas and New Year's when the additional compensation shall be at the rate of double-time and one-half (2½x) for all hours worked.

(c) An *Employee* on *travel status* who is required to travel on *college* business outside his/her regular working hours shall be compensated at the applicable overtime rates for all *hours travelled*. The *Employer* may determine the means of such travel.

(d) *Employees* shall have the option of receiving cash for overtime compensation or equivalent compensatory time off.

(e) Where the *Employee* opts for payment in cash, the *Employer* shall make every reasonable effort to make payment by the end of the month following the month in which the overtime was worked.

(f) (1) An *Employee* shall not have more than sixty (60) hours for Appendix 2(a) *Employees* or seventy (70) hours for Appendix 2(b) *Employees* of compensatory time banked at any one time. When an *Employee* opts for compensatory time off, such time off shall be taken at a time mutually agreed to between the *Employer* and the *Employee*. However, for compensatory time earned in November or December, it may be mutually agreed to schedule such time off within the first six (6) months of the following year. Such agreement shall not be unreasonably withheld by the *Employer*.

(2) Any compensatory time off remaining at the end of the calendar year shall be paid in cash.

(3) If requested in writing prior to December 15<sup>th</sup>, an *Employee* may elect to have the payment in ii) above made to the voluntary group RRSP administered by the *College*.

(g) The hour rate for instructional staff shall be calculated in accordance with this Agreement.

(h) Once annually, an *Employee* who has thirty (30) hours for Appendix 2(a) *Employees* or thirty-five (35) for Appendix 2(b) *Employees* compensatory time banked as of December 1<sup>st</sup>, may set aside up to the same amount to be taken as though it were part of their annual vacation for the following year by requesting such in writing prior to December 15<sup>th</sup>.

### **18.7 Overtime Meal Allowance**

(a) When an *Employee* is required to work a minimum of two and one-half (2½) hours overtime immediately before or after completion of his/her scheduled daily hours, he/she shall be provided with a meal or shall be reimbursed in the amount equivalent to the appropriate standard meal allowance. A meal break of one-half (½) hour with *pay* will be given.

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



(c) When an *Employee* is not on standby and is called out for overtime prior to his/her scheduled shift and it was not possible to give sufficient notice<sup>1</sup> to permit preparation of the meal normally taken to work, the *Employer* shall provide the meal or pay the overtime meal allowance.

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

(e) Where any of the meals provided under (a), (b), (c), or (d) above duplicate a meal for which an *Employee* is entitled because of *travel status* or field allowance, then the *Employee* shall receive only one benefit for each meal.

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

*Employees* shall not be required to layoff during regular hours to equalize any overtime worked.

### **18.9 Right to Refuse Overtime**

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

An *Employee* on standby shall not have the right to refuse callout for overtime work.

### **18.10 Overtime for Part-Time Employees**

Part-time *Employees* working less than the normal hours per day of a full-time *Employee*, and who are required to work longer than their regular working day, shall be paid at the rate of straight-time for the hours so worked, up to and including the normal hours in the working day. Regular overtime rates shall apply after the normal hours in the working day and for all work performed on *Holidays* and regular days off.

### **18.11 Callout Provisions**

#### **(a) Callout Compensation**

A regular *Employee* who is called back to work outside his/her regular working hours shall be compensated for a minimum of three (3) hours at overtime rates. He/she shall be compensated from the time he/she leaves his/her home to report for duty until the time he/she arrives back upon proceeding directly to and from work.

#### **(b) Callout Time Which Abuts the Succeeding Shift**

(1) If the callout is for three (3) hours or less, the *Employee* will be required to work the callout period and the whole of the abutting shift. In this case, compensation shall be overtime rates for the callout period and straight-time rate for the regular shift.

(2) If the callout is for longer than three (3) hours, the *Employee* will be required to work the callout period and a portion of the abutting regular shift. The portion of the regular shift which must be worked will be regular shift less the amount that callout exceeds three (3) hours. Compensation shall be at overtime rates for the callout period and straight-time for the regular shift without shortfall.

(3) For the purpose of (1) above it is agreed that "*callout*" means that the *Employee* has been called out without prior notice.

---

<sup>1</sup> Sufficient time means one-half (½) hour to permit preparation of the meal normally taken to work.

(c) *Overtime or Callout Which Does not Abut the Succeeding Shift*

(1) When overtime is worked there shall be an elapsed time of eight (8) hours between the end of overtime and the time the *Employee* reports for duty on the next regular shift with no shortfall out of his/her regular shift.

(2) In a callout situation where at least three (3) hours which do not abut the succeeding shift are worked in the ten (10) hours preceding the start of the regular shift, there shall be an elapsed time of eight (8) hours between the end of callout and the time the *Employee* reports for duty on his/her next regular shift with no shortfall out of the regular shift.

(3) If the elapsed eight (8) hour period following results in only two (2) hours or less of their regular shift available for work, an *Employee* shall not be required to report for work on that shift with no shortfall.

(d) Time spent by an *Employee* travelling to work or returning to his/her residence before and after callout shall not constitute time worked but shall be compensated at the overtime rate.

(e) Should the *Employee* be required to work that period which is considered free from work in the regular shift, as provided for in Article 18.11(b)(2) and (c)(2) then that portion of the shift shall be compensated at overtime rates.

**18.12 Rest Interval After Overtime**

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

**ARTICLE 19 - PAID HOLIDAYS**

**19.1 Paid Holidays**

The following have been designated as paid *Holidays*:

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

Any other *Holiday* proclaimed as a *Holiday* by the federal, provincial or municipal government for the locality in which an *Employee* is working shall also be a paid *Holiday*.

**19.2 Holidays Falling on Saturday or Sunday**

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

- (b) Where there is a work dependency between *Employees* covered by this Agreement and private sector *Employees* the parties may, by mutual agreement, amend (a) above.

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

- (a) When a paid *Holiday* falls on an *Employee's day of rest*, the *Employee* shall be entitled to a day off with pay in lieu. The scheduling of such lieu day shall be by mutual agreement.
- (b) If an *Employee* is called in to work on the day designated as the lieu day pursuant to (a) above, he/she shall be compensated as described in Article 18.6(b).

**19.4 Holiday Falling on a Scheduled Workday**

An *Employee* who works on a designated *Holiday* which is a scheduled *workday* shall be compensated at the rate of double-time (2x) for hours worked, plus a day off in lieu of the *Holiday*; except for Christmas and New Year's when the compensation shall be at the rate of double-time and one-half (2½x) for hours worked, plus a day off in lieu of the *Holiday*. The scheduling of the lieu day shall be by mutual agreement.

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

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

**19.6 Paid Holiday Pay**

Payment for paid *Holidays* will be made at an *Employee's* basic *pay*, except if an *Employee* has been working in a higher paid position than his/her regular position for a majority of the sixty (60) working days (three hundred and sixty [360] working hours for Appendix 2(a) *Employees* or four hundred twenty [420] working hours for Appendix 2(b) *Employees*) preceding his/her holiday, in which case he/she shall receive the higher rate.

**ARTICLE 20 - ANNUAL VACATION**

*Vacation Year* - For the purpose of this article, a vacation year shall be the calendar year commencing January 1<sup>st</sup> and ending December 31<sup>st</sup>.

**20.1 Vacation Time**

- (a) (1) A regular full-time (Appendix 2a) *Employee* will earn annual vacation at the rate of three and one-third (3⅓) days for each month in which the *Employee* has received at least ten (10) days pay at straight-time rates. (i.e., 3⅓ days x 12 months = 40 days = normal annual entitlement.)
- (2) Effective October 1, 1993, full-time non-instructional (Appendix 2B) faculty positions will earn vacation at the rate of two and one-half (2½) days for each month in which the *Employee* has received at least ten (10) days pay at straight-time rates (i.e.: 2½ days x 12 months = 30 days = normal annual entitlement).
- (b) *Regular part-time employees* shall be entitled to annual vacation on a prorated basis as per above.
- (c) The period between Christmas and New Year's not designated as paid *Holiday* in Article 19.1 is considered to be time off with pay.

**20.2 Vacation Earnings for Partial Years**

- (a) During the first partial year of service a new *Employee* will earn vacation at the rate applicable in Article 20.1(a) for each month for which he/she earns ten (10) days' pay.
- (b) Any unused vacation earned during the first partial year will be paid to the *Employee* at December 31<sup>st</sup> of that year.
- (c) Probationary *Employees* being paid cash in lieu of earned vacation will be paid pursuant to Article 20.2(a).

**20.3 Vacation Scheduling**

- (a) Educational services staff are expected to schedule their vacations during non-instructional periods. Vacations shall be arranged by mutual agreement with the appropriate Dean. Vacation schedules, once approved by the appropriate Dean, shall not be changed other than in cases of emergency, except by mutual agreement between the Dean and the *Employee*.
- (b) The Dean shall allow such *Employees* to take their complete vacation entitlement during the prime time period, if they so desire.
- (c) Prime-time is defined as March 1<sup>st</sup> to September 30<sup>th</sup>.
- (d) Vacation shall be granted on the basis of service seniority within a classification series in the work units. An *Employee* shall be entitled to receive his/her vacation in an unbroken period. *Employees* wishing to split their vacations shall exercise seniority rights in the choice of the first vacation period. Seniority shall prevail in the choice of the second vacation period, but only after all other "first" vacation periods have been posted.
- (e) *Vacation Schedules*
  - (1) Vacation schedules will be circulated and posted by April 1<sup>st</sup> of each year.
  - (2) An *Employee* who does not exercise his/her seniority rights within two (2) weeks of receiving the vacation schedule shall not be entitled to exercise those rights in respect to any vacation time previously selected by an *Employee* with less seniority.
  - (3) An *Employee* who *transfers* to another work location where the vacation schedule has already been completed will not be entitled to exercise his/her seniority rights for that year only. However, every effort shall be made to grant vacation at the time of the *Employee's* choice. If an *Employee* is *transferred* by the *Employer* he/she will be given the vacation time previously selected.

**20.4 Vacation Pay**

- (a) Payment for vacations will be made at an *Employee's* regular rate of pay.
- (b) Once per calendar year, upon thirty (30) days' written notice, a regular *Employee* shall be entitled to receive, prior to commencement of a vacation, a payroll advance equivalent to the amount of any regular pay issued during the vacation period. To facilitate normal accounting procedures the advance will normally be requested for and paid on the last regular payday preceding the commencement of the vacation period in question.
- (c) Regular *Employees* employed on a temporary contract will be entitled to earned vacation time upon the completion of the contract if there is a reasonable expectation of ongoing employment for which the *Employee* is qualified in the next appointment year.

(d) Regular *Employees* employed on a temporary contract will be paid accrued vacation *pay* upon the completion of the contract when there is no reasonable expectation of ongoing employment for which the *Employee* is qualified in the next appointment year.

**20.5 Approved Leave of Absence With Pay During Vacation**

When an *Employee* is qualified for sick leave, bereavement, or any other approved leave with *pay* during his/her vacation period, there shall be no deduction from the vacation credits for such leave. The period of vacation so displaced shall be taken at a mutually agreed time.

**20.6 Vacation Carryover**

(a) An *Employee* may carry over up to five (5) days vacation leave per vacation year for two (2) consecutive vacation years, to a maximum of ten (10) days which must be taken not later than the third (3<sup>rd</sup>) consecutive ~~vacation year~~ *Vacation year*. *Employees* in their first partial year of service, who commenced prior to July 1<sup>st</sup> of that year, may carry over up to five (5) days vacation leave into their first *Vacation year*.

(b) Where vacation has been approved and is subsequently displaced at the request of the *Employer*, and by mutual agreement between the *Union* and *Employer*, and that displaced vacation cannot be rescheduled at a mutually agreeable time within the current vacation year, the *Employer* will approve carryover of that unused vacation time in excess of that allowed in 20.6(a). Such vacation carryover must not be taken later than the third consecutive vacation year. The Chair of the local Bargaining Committee or designate will be notified by letter when the *Employer* intends to apply 20.6(b).

**20.7 Callback from Vacation**

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

(b) When, during any vacation period, an *Employee* is recalled to duty, upon submission of receipts (except for meals) he/she shall be reimbursed for his/her expenses.

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

**20.8 Vacation Leave on Retirement**

An *Employee* scheduled to retire and to receive a pension under the applicable *Superannuation Act(s)* shall be granted full vacation entitlement for the final calendar year of service.

**20.9 Vacation Credits Upon Death**

Upon *termination* due to death, earned but unused vacation entitlement shall be made payable to the *Employee's* estate.

**ARTICLE 21 - SPECIAL AND OTHER LEAVE**

**21.1 Preamble**

All references within the leave provisions of this article includes heterosexual, common-law, and same sex partners. References to immediate family include spouse, child, siblings, parents, parents-in-law, grandparents and any other person living in the same household who is dependent upon the *Employee*.

**21.2 Bereavement**

(See Common Agreement Article 7.6)

**21.3 Special Leave**

An *Employee* not on *leave of absence* without pay shall be entitled to special leave at his/her regular rate of pay for the following:

- (a) Marriage of the *Employee* .....three (3) days
- (b) Attend wedding of the *Employee's child* .....one (1) day
- (c) Birth or adoption of the *Employee's child* .....five (5) days
- (d) Serious household or domestic emergency .....one (1) day
- (e) Moving household furniture and effects .....one (1) day
- (f) Attend his/her formal hearing to become a Canadian citizen.....one (1) day
- (g) Attend funeral as pallbearer or mourner .....one-half (½) day
- (h) Court appearance for hearing of *Employee's child* .....one (1) day

Two (2) weeks' notice is required for leave under Subsections (a), (b), (e), and (f). For the purpose of determining eligibility for special leave under (e) an *Employee* will qualify if he/she is maintaining a self-contained household and if he/she is changing his/her place of residence which necessitates the moving of household furniture and effects during his/her normal working hours, and if he/she has not already qualified for special leave under (e) on two (2) occasions within the preceding twelve (12) months.

The maximum length specified for each circumstance shall not be exceeded, however, the leave may be granted more than once for the same special circumstance within a calendar year providing the total leave granted under this section, with the exception of (a) and (c), does not exceed four (4) working days.

**21.4 Family Illness**

- (a) In the case of the illness of an immediate family member of an *Employee*, and when no one at the family member's home other than the *Employee* can provide for the needs of the family member, the *Employee* shall be entitled, after notifying his/her supervisor, to use up to a maximum of two (2) days paid leave at any one (1) time for this purpose.
- (b) The maximum length specified for each circumstance shall not be exceeded, however the leave may be granted more than once for the same circumstance within a calendar year, providing the total family illness leave does not exceed six (6) working days per calendar year, unless additional special leave is approved by the *Employer*.
- (c) The *Employer* may request a report from a qualified medical practitioner when it appears that a pattern of consistent absence is developing.

**21.5 Full-Time Union or Public Duties**

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

- (a) for *Employees* to seek election in a municipal, provincial, or federal election for a maximum period of ninety (90) days;
- (b) for *Employees* selected for a full-time position with the *Union* or any body to which the *Union* is affiliated for a period of one (1) year;
- (c) for *Employees* elected to a public office for a maximum period of five (5) years.

### 21.6 Leave for Court Appearances

- (a) The *Employer* shall grant paid leave to *Employees*, other than *Employees* on leave without pay, who serve as jurors or witnesses in a court action, provided such court action is not occasioned by the *Employee's* private affairs.
- (b) In cases where an *Employee's* private affairs have occasioned a court appearance such leave to attend a court shall be without pay.
- (c) An *Employee* in receipt of his/her regular earning while serving at court shall remit to the *Employer* all monies paid to him/her by the court, except travelling and meal allowances not reimbursed by the *Employer*.
- (d) In the event an accused *Employee* is jailed pending court appearance, such leave of absence shall be without pay.

### 21.7 Leave for Writing Examinations

The *Employer* acknowledges its responsibility to provide adequate preparation and examination time during work hours with pay to any instructor who is taking a specific course which is approved by the *Employer*.

### 21.8 Leave for Taking Courses

- (a) An *Employee* shall be granted leave with *pay* to take courses at the request of the *Employer*. The *Employer* shall bear the full cost of the course, including tuition fees, entrance or registration fees, laboratory fees, and course-required books, necessary travelling subsistence expenses and other legitimate expenses where applicable. Fees are to be paid by the *Employer* when due. The *Employer* shall maintain all benefits at *Employer* cost for *Employees* granted leave with full pay.
- (b) A regular *Employee* may be granted leave without pay, or leave with partial pay to take courses in which the *Employee* wishes to enrol. Where leave is without pay, the *College* will reimburse to the *Employee*, upon his return to work at the *College* and upon presentation of original receipts, the premiums for applicable basic medical coverage paid by the *Employee* during the period of the leave.  
  
*Employees* granted leave with partial pay shall have all benefits maintained by the *Employer* with premiums paid on a pro rata basis proportionate to the partial rate of pay. (Basic medical reimbursed as above.)
- (c) Seniority shall continue to be earned while on leave of absence for periods of up to one (1) year, if that leave is for reasons of upgrading or maintaining job skills.
- (d) *Leave for College Business*: The *Employer* agrees that when an *Employee* is directed to attend meetings, courses, conferences, etc., the associated approved costs, including salary and benefits, shall be borne by the *Employer*. Such leave shall not be counted as professional development.
- (e) *Training for the Purposes of Upgrading and Licence Requirements*: The *Employer* agrees that when an *Employee* is required, for instructional purposes, to attend courses or workshops to comply with requirements for upgrading or licence changes that are imposed by an external authority and required by the *Employer*, the associated costs, including salary and benefits, tuition fees, course required books, necessary travel and subsistence expenses, shall be borne by the *Employer*. For the purposes of funding, such leave shall not be counted as professional development as per Article 16. All requests for such training or courses must be supported by documentation from the external authority.

**21.9 Unassisted Leave**

- (a) The *Employer* may grant an *Employee* a leave of absence without pay for a period of up to one (1) year. Such a leave may be for any purpose mutually agreed to between the *Employee* and the *Employer*. Application for such leave must be requested in writing, to the *President*, a minimum of three (3) months prior to commencement of the intended leave. Under special circumstances, a leave granted under this article may be extended up to an additional six (6) months.
- (b) Unless alternate dates are approved in writing by the *President*, leave granted under this article must commence and finish to coincide with the start and end dates of an instructional term as defined in the current college calendar.
- (c) Upon completion of leave granted under this article, the *Employer* agrees to provide the *Employee* with a position of the same classification level. An *Employee* granted leave under this article shall be deemed to have resigned on the date on which his/her leave commenced if notification of intent to return is not made three (3) calendar months prior to expiration of the leave.
- (d) Responsibility for payment of premiums for all benefits, including the *Employer's* share of applicable benefits, rests with the *Employee*.
- (e) Seniority is neither accrued nor lost during such leave. If unassisted leave involves experience of particular value to the *College* which does not lead to a change of placement on scale, the *Employee* will receive increment credit and accumulate seniority as provided for elsewhere in this agreement, providing these have been approved in writing by the *President* prior to the commencement of leave.
- (f) Normally, an *Employee* will require a minimum of five (5) year's employment with the *College* before leave will be granted under this section.

**21.10 Faculty Exchange**

The *Employer* agrees that an exchange program whereby with college approval, an *Employee* may for one (1) year exchange duties with someone of appropriate qualifications and receive full pay, benefits and increments and in all respects continue as an *Employee* of Northern Lights College.

Upon return to the *College*, it is expected that the *Employee* will work for a period of not less than the amount provided through the exchange program.

**21.11 Elections**

Any *Employee* eligible to vote in a federal, provincial or municipal election or a referendum shall have four (4) consecutive clear hours during the hours in which the polls are open in which to cast his/her ballot.

**21.12 General Leave**

Notwithstanding any provision for leave in this Agreement, the *Employer* may grant leave of absence without pay to an *Employee* requesting such leave for emergency or unusual circumstances. Such request to be in writing and approved by the *Employer*. Approval shall not be withheld unjustly.

**21.13 Leave for Medical and Dental Care**

- (a) Where it is not possible to schedule medical and/or dental appointments outside regularly scheduled working hours, reasonable time off for medical and dental appointments for *Employees* or for dependent children shall be permitted, but where any such absence exceeds two (2) hours, the full-time absence shall be charged to the entitlement described in Article 21.4.



(b) *Employees* in areas where adequate medical and dental facilities are not available shall be allowed to deduct from their credit described in Article 21.4 the necessary return travelling time to receive personal or immediate family medical and dental care at the nearest medical center. The *Employer* may request a certificate of a qualified medical or dental practitioner, as the case may be, stating that treatment could not be provided by facilities or service available at the *Employee's* place of residence.

**21.14 Compassionate Care Leave**

*(See Article 7.8 of the Common Agreement)*

Compassionate leave is in addition to Article 25.12 of the Northern Lights Faculty Agreement.

**ARTICLE 22 - MATERNITY AND PARENTAL LEAVE**

**22.1 Maternity Leave**

*(Refer also to Common Agreement – Article 8)*

(a) Upon request the *Employee* will be granted *leave of absence without pay* in accordance with the British Columbia *Employment Standards Act*.

(b) The period of maternity leave without *pay* shall commence on a date determined by the *Employee*, but no sooner than eleven (11) weeks prior to, and no later than, the actual date of birth of the *child(ren)*.

(c) The request to take maternity leave must be made in writing and supported by a doctor's certificate stating she is pregnant, at least four (4) weeks prior to the proposed commencement of the leave, and include the probable date of birth of the *child(ren)*.

(d) Maternity leave shall be extended for up to an additional twenty-six (26) weeks for health reasons where a doctor's certificate is presented.

**22.2 Parental Leave**

*(Refer to Common Agreement – Article 8)*

**22.3 Care and Nurturing**

*(Refer to Article 11.5 of the Local Agreement)*

**22.4 Seniority Rights upon Re-Employment**

(a) An *Employee* on leave under Article 21 shall earn seniority during the period of such leave.

(b) An *Employee* shall be deemed to have resigned on the date upon which leave under Article 21 commenced if an application for re-employment is not made four (4) weeks prior to the expiration of the leave or if he/she does not return after having applied for re-employment.

(c) On return from leave granted under this article, an *Employee* shall be placed in his/her former position or in a position of equal rank and salary.

**ARTICLE 23 - OCCUPATIONAL HEALTH AND SAFETY**

**23.1 Conditions**

The *Union* and the *Employer* agree that regulations made pursuant to the *Workers Compensation Act*, the *Factories Act* or any other Statute of the Province of British Columbia pertaining to the working environment, shall be fully complied with. First aid kits shall be supplied in accordance with this section.

**23.2 Safety Committee**

The *Employer* and the *Union* agree to establish formal Occupational Health and Safety Committees at the Fort St. John and Dawson Creek Campuses consisting of a minimum of one Local 710 - NLC Support member and one Local 710 - NLC Faculty member appointed by the *Union*, matched by an equal number of Management appointees. These committees will meet monthly during regular working hours to make recommendations on unsafe, hazardous, or dangerous conditions, with the aim of preventing and reducing risk of occupational injury and illness. Copies of the minutes shall be sent to the *Union*, WorkSafeBC, *Employer*, and posted on all bulletin boards. Less formal health and safety meetings, pursuant to the Occupational Safety and Health Regulation, shall be conducted on other college worksites. Committee members shall continue to receive the rate of pay they would have been receiving had they not been attending such meetings.

**23.3 Unsafe Work Conditions**

- (a) No *Employee* shall be disciplined for refusal to work on a job which in the opinion of:
- (1) a member of a safety committee, or
  - (2) a person designated by a safety committee, or
  - (3) a safety officer

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

A worker may refuse to perform work where he/she has reasonable grounds to believe and does believe that the particular work is dangerous to his/her health and safety, or the health and safety of another worker or another person. Where a worker refuses to do such work no other worker may be asked to perform that job until the matter has been investigated by the Health and Safety Committee and satisfactorily settled. The *Employer* or any person acting on behalf of the *Employer* shall not take or threaten any discriminatory action against any *Employee* or *Employees* for refusing to do such work.

- (b) *Putting Equipment into Operation*

No new equipment shall be put into operation which, in the opinion of the local Occupational Health and Safety Committee, does not meet the standards established pursuant to the *Workers Compensation Act*.

- (c) *Dangerous Goods, Special Wastes, Pesticides and Harmful Substances*

Where *Employees* are required to work with or are exposed to any dangerous goods, special waste, pesticide or harmful substance, the *Employer* shall ensure that the *Employees* are adequately trained in the identification, safe handling, use, storage, and/or disposal of same.

#### **23.4 Injury Pay Provision**

An *Employee* who is injured on the job during working hours and is required to leave for treatment or is sent home for such injury, shall receive payment for the remainder of his/her shift, without deduction from sick leave.

#### **23.5 Transportation of Accident Victims**

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

#### **23.6 Pollution Control**

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

#### **23.7 Investigation of Accidents**

The Occupational Health and Safety Committees, as provided in Article 23.2, shall be notified of each accident or injury and shall investigate and report to the *Union* and *Employer* on the nature and cause of the accident or injury. In the event of a fatality the *College* shall immediately notify the *President* or his/her designate of the nature and circumstances of the accident.

#### **23.8 Occupational First Aid Requirements**

- (a) The *Union* and the *Employer* agree that the Occupational First Aid Regulations made pursuant to the *Workers Compensation Act* shall be fully complied with.
- (b) Where the *Employer* requires an *Employee* to perform first aid duties in addition to the normal requirements of the job, the cost of obtaining and renewing the Occupational First Aid Certificate shall be borne by the *Employer* and leave to take the necessary courses shall be granted with pay.
- (c) An additional payment shall be granted to *Employees* on the basis of the type of Occupational First Aid Certificate they are required to possess under this article, as follows:

- Occupational First Aid Certificate, Class 3 - \$60 per month
- Occupational First Aid Certificate, Class 2 - \$50 per month
- Occupational First Aid Certificate, Class 1 - \$40 per month

#### **23.9 Occupational Health and Safety Courses**

There shall be established a joint committee composed of two (2) representatives of the *Employer* and two (2) representatives of the *Union*. The Committee, in consultation with the Workers' Compensation Board, shall develop a training program for Occupational Health and Safety Committee members dealing with the objectives and duties of Occupational Health and Safety Committees.

#### **23.10 First Aid**

In addition to the requirement of Workers' Compensation Board, wherever three (3) or more *Employees* are required to work in an isolated location, one of the *Employees* shall, whenever possible, hold a valid Industrial First Aid Certificate.

#### **23.11 Pay Provisions**

An *Employee* who serves on a safety and health committee shall receive his/her regular rate of pay for investigating safety matters in accordance with Article 23 of this Agreement.

### **23.12 Safety Equipment**

(Refer also to Common Agreement Article 15)

The *Employer* shall supply all safety equipment required for the job under the Workers' Compensation Board Regulations.

## **ARTICLE 24 - TECHNOLOGICAL CHANGE**

### **24.1 Definition**

For the purpose of this Agreement, the term "*technological change*" shall be understood to mean technical changes introduced by the *College* in the manner in which it carries out educational operations and services where such change or changes significantly affects the terms and conditions or security of employment of members of the bargaining unit or alters significantly the basis on which this agreement was negotiated. Such technical changes as anticipated above shall include the following:

- (a) The introduction, because of technological change or development, of equipment, material, or processes different in nature, type or quantity from that previously utilized.
- (b) A technological change, related to the introduction of this equipment, material or process, in the manner in which the *College* carries out its educational objectives and operations which affects one or more *Employees*.
- (c) A technological change that results in a change of location at which the *College* operates.

### **24.2 Notice**

When the *College* intends to introduce a technological change:

- (a) The *College* agrees to notify the *Union* and the affected *Employees* as far as possible in advance of its intention and to update the information provided as new developments arise and modifications are made.
- (b) The foregoing notwithstanding, the *College* shall provide the *Union*, at least ninety (90) days before the terms in which an introduction of a technological change is intended, with a detailed description of the change it intends to carry out, disclosing all foreseeable effects and repercussions on *Employees*.

### **24.3 Data to be Provided**

The notice mentioned in Article 24.2 shall be given in writing and shall contain pertinent data, including:

- (a) The nature of the technological change.
- (b) The date on which the *College* proposes to effect the technological change.
- (c) The approximate number, type and location of *Employees* likely to be affected by the technological change.
- (d) The effects the technological change may be expected to have on the *Employee's* working conditions and terms of employment.
- (e) All other pertinent data relating to the anticipated effects on *Employees*.
- (f) Draft changes and additions to the Collective Agreement (see Article 24.6).

**24.4 Consultations**

(a) Where the *College* has notified the *Union* of its intention of introducing a technological change, the parties undertake to meet within the next thirty (30) days and to hold constructive and meaningful consultations in an effort to reach agreement on solutions to the problems arising from this intended change and on measures to be taken by the *College* to protect the *Employees* from any adverse effects. The *College* and the *Union* agree to bargain in good faith on all aspects of the intended technological changes.

(b) Where notice of technological change has been given pursuant to Article 24.2 and notwithstanding 24.4(a);

(1) Regular *Employees* who are assigned by the *Employer* to work with new technology shall receive a period of training and familiarization. *Employees* involved in training under this section shall receive their basic pay for the period of training. Where the *Employee* cannot meet job requirements upon completion of the training and familiarization period, the *Employee* shall be offered either the vacancy options, early retirement or severance pay provisions of Article 14.

(2) To absorb those regular *Employees* who are not assigned by the *Employer* to work with the new technology or who are displaced because of such technological change, the *College* will endeavour to utilize normal turnover of *Employees* within the geographic location in which the change occurs, to the extent that turnover occurs during the period in which a technological change is being implemented.

(3) When necessary to reduce staff due to technological change, it will be done as provided for in Article 14 or 30 as appropriate.

**24.5 Resulting Agreements**

Where the parties agree to appropriate solutions to the problems arising out of intended technological change, the solutions shall be prepared as a letter of agreement between the parties and such letters of agreement shall have the same effect as the provisions of the existing Collective Agreement and shall be subject to the grievance procedure, up to and including arbitration.

**24.6 Failure to Agree**

Where the parties do not reach agreement within sixty (60) days after the date on which the *Union* has received notification from the *College* of its intention of introduction of the technological change, and various matters remain unresolved, the parties shall refer such matters to arbitration within twenty-one (21) calendar days of failure to agree.

**24.7 Effect of Dispute Resolution on Introduction of Technological Change**

Ninety (90) days from the date of notification, the *College* may proceed with the planned technological change pending resolution by agreement or by arbitration of the dispute.

**ARTICLE 25 - HEALTH AND WELFARE**

(a) The *College* shall give each new *Employee* the opportunity to complete the applications for benefit coverage and advise of the effective date of coverage for all negotiated benefit plans prior to commencement of any other duties with the *College*. Without limiting the generality of the foregoing, these plans shall include the following:

- (1) Medical Services Plan
- (2) Extended Health Care Plan
- (3) Dental Plan, Parts A, B, and C
- (4) Group Life Insurance
- (5) Accidental Death, Dismemberment, and loss of sight

(b) The actual terms, conditions and detailed benefit levels shall be made available to *Employees*, upon request, from the plan carrier.

(c) The parties to this agreement are not liable for provision of the negotiated benefits except as provided by this Collective Agreement.

(d) All benefit plan coverage, terms, conditions and specific eligibility requirements are provided solely for the purpose of explaining the principal features of the plans. All rights with respect to the benefits of the principals will be governed by the policies issued by the carriers.

(e) Enrolment in any of the benefit plans is not completed until the *Employee* has completed an application form and the application has been accepted by the carrier.

(f) In the event that any claim by an *Employee* is denied or delayed because of the failure of the *College* to properly and expeditiously process the *Employee's* application, then the *College* will be liable for the claim.

(g) (1) An information package will be made available to any *Employee* eligible for coverage who so requests.

(2) Copies of actual plan contracts will be provided to the *Union* upon request.

(h) When *Employees'* proposals to job share are approved by the *Employer* and the *Union*, the *Employer* shall not be required to pay any more benefit costs than it would if the job were retained by one person. Additionally, the *Employer* will advise the *Employees* of the benefits to which they are entitled.

### **25.1 Basic Medical Insurance**

All regular *Employees*, whether full-time or part-time, may choose to be covered by the Medical Plan, for which the Medical Services Plan of BC is the licensed carrier. The *Employer* will pay one hundred percent (100%) of the regular premium.

### **25.2 Extended Health Care Plan**

*(See Common Agreement - Article 9.2.1[b])*

### **25.3 Dental Plan**

The *Employer* shall pay the monthly premium for regular *Employees* entitled to coverage under a mutually acceptable plan which provides:

- (a) Plan A - Replaced by Article 9.2.1(d) of the Common Agreement
- (b) Plan B - 50% coverage
- (c) Plan C - 50% coverage

An *Employee* is eligible for orthodontic services under Plan C after the equivalent of six (6) months full-time employment. Orthodontic services are subject to a lifetime maximum payment of two thousand dollars (\$2,000) per patient.

**25.4 Group Life**

*(Refer to Common Agreement - Article 9.2.1[c])*

**25.5 Workers' Compensation Board Claim**

Where a regular *Employee* is on a claim recognized by the Workers' Compensation Board, while the *Employee* was on the *Employer's* business, the *Employee* shall be entitled to leave, at his/her regular rate of pay, up to a maximum of one hundred thirty (130) days for any one (1) claim. Where an *Employee* elects to claim leave with pay under this article, the compensation payable by the Workers' Compensation Board shall be remitted to the *Employer*.

**25.6 Employment Insurance**

Employment insurance coverage will be provided during the life of this Agreement for regular and non-regular *employees* who would, if employed by a private *Employer*, be eligible for such coverage under the provisions of the *Employment Insurance Act*.

**25.7 Medical Examination**

Where the *Employer* requires an *Employee* to submit to a medical examination or medical interview, it shall be at the *Employer's* expense and on the *Employer's* time, other than a medical exam required under Appendix 3, Section 1.4.

**25.8 Legislative Changes**

If the premiums paid by the *Employer* for any *Employee* benefit covered by this agreement are reduced as a result of any legislative or other action, the amount of the saving shall be used to increase other benefits available to the *Employees*, as may be mutually agreed between the parties.

**25.9 Employee Health Services Program**

*Joint Committee* shall make recommendations to the Principals to this agreement regarding the establishment of a preventative and treatment program on health services.

**25.10 Dependant Care**

The *Employer* shall reimburse, upon presentation of receipts, up to thirty-five dollars (\$35) per day to *Employees* for care costs of disabled or handicapped dependants when, at the *Employer's* request, the *Employee* is required to travel outside of his/her regular assignment.

**25.11 Personal Illness**

*(Refer to Common Agreement – Article 9.3.2)*

**25.12 Short -Term Disability and Long-Term Disability**

- (a) Employees shall be entitled to coverage for short-term disability in accordance with agreed upon regulations which will be subject to review and revision during the period of this Agreement by negotiations between the parties and included as Appendix 3 to this Agreement.
- (b) The Employer agrees to provide a mutually acceptable long-term disability plan.
- (c) The cost of these plans will be borne by the Employer.

**ARTICLE 26 - CLOTHING ALLOWANCES**

**26.1 Clothing Supply**

- (a) The *Employer* shall continue to provide all wearing apparel and/or protective clothing presently issued to *Employees*.
- (b) Changes in present issue shall be by mutual agreement between the parties except where such changes are the result of changes in the nature of the *Employee's* job that precludes the need for such clothing.
- (c) If a particular type of work clothing or special apparel is required by the nature of the *Employee's* job, such clothing or apparel shall be provided by the *Employer*.

**26.2 Union Label**

Upon depletion of existing stock, all uniforms and clothing issued to *Employees* of the *College* by the *Employer* shall, wherever possible, be union made and bear a recognized union label.

**26.3 Maintenance of Work Apparel**

The *Employer* shall be responsible for laundering, dry cleaning and maintenance of all apparel supplied by the *Employer*.

**ARTICLE 27 - PAYMENT OF WAGES AND ALLOWANCES**

**27.1 Equal Pay**

The *Employer* shall not discriminate between male and female *Employees* by employing a person of one (1) 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.

**27.2 Paydays**

- (a) *Employees* shall be paid at least bi-weekly. The first bi-weekly payday will fall on Friday, June 6, 2014 and will cover the pay period May 16 to May 29. Subsequent paydays and pay periods will follow at intervals of two calendar weeks.
- (b) The *Employer* will deposit the *Employee's* pay in a chartered bank, a trust company or credit union of the *Employee's* choice on or before the appropriate payday.
- (c) Each *Employee* shall be provided with a comprehensive statement detailing all payments, allowances and deductions.
- (d) If the pay is not available on the payday, the *Employer* shall arrange for the *Employee* to be provided with an adequate advance on his/her salary.

**27.3 Rates of Pay**

- (a) *Employees* shall be paid in accordance with the rates of pay negotiated by the parties to this agreement. For information purposes the applicable rates of pay are recorded as an appendix to this agreement.
- (b) The distribution of pay statements shall be done in such a manner that the details of the paycheque shall be confidential.



**27.4 Substitution Pay**

- (a) When an *Employee* temporarily substitutes in, or performs the principal duties of, a higher-paying position, he/she shall receive the rate for the job provided designation has been made in writing. *Employees* on short-term disability leave, special leave, or any other paid leave of absence will be entitled to the basic rates of pay they received prior to substituting in a higher position.
- (b) Substitution pay is not payable when an *Employee* has not been designated by the *Employer* to substitute, or where an *Employee's* current position normally requires periodic substitution in the higher position as defined in the functional job description.

**27.5 Rate of Pay on Reclassification and Promotion**

- (a) When an *Employee* is promoted or reclassified to a higher paying position in the salary schedule, the *Employee* will receive the rate for the position if a single salary or, in the case of positions on a salary range, will receive the rate in the salary range which is the closest step to eight percent (8%) above his/her previous rate, or the minimum of the new range, whichever is greater, but not more than the top of the new range.
- (b) The above does not apply to new classifications established pursuant to Article 28.3.

**27.6 Pay on Temporary Assignment**

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

**27.7 Payment of Instructors for Credit Courses and General Interest Courses**

- (a) Payment of instructors for general interest courses will be established solely by the *College* and subject to demand.
- (b) Payment of instructors for credit courses will be in accordance with the Collective Agreement except as provided below:
  - (1) Non-regular *Employees* teaching Continuing Education or Work Force Training courses working in excess of eight (8) hours per day or working in excess of thirty (30) hours in a given week will be entitled to overtime as per Article 17.6.

**27.8 Vehicle Allowance**

Vehicle allowance for all kilometres travelled on college business shall be paid to *Employees* required to use their own vehicles in the performance of their duties. The allowance shall cover kilometres to and from the *Employee's* place of residence only when the *Employee* is required to have his/her vehicle at work for use in the performance of his/her duties. Rates and regulations shall be established and subject to review and revision during the life of this agreement by negotiations between the parties.

*Rates:*

- (a) forty-five cents (45¢) per km. (car or truck) Effective: October 1, 2005
- (b) The Joint Committee will review and make recommendations to the bargaining Principals, semi-annually, on revisions to the mileage allowance, based upon operating increases.
- (c) It is understood and agreed by the Principals to this agreement that no *Employee* shall be required to use his/her personal vehicle on college business unless the *Employee* so agrees.

**27.9 Meal Allowances**

(a) *Employees on travel status* away from their campus or learning centre shall be entitled to a meal allowance for the time spent away from their campus or learning centre.

The maximum allowance paid shall be: Effective: April 1, 2005

\$39.50 per day	Breakfast .....	\$ 9.00
	Lunch .....	\$11.00
	Dinner .....	\$19.50

The parties recognize that the College Board may revise the allowances presently paid to excluded staff.

(b) An *Employee* performing his/her duties within his/her campus or learning centre area but away from his/her regular work area may claim reasonable out-of-pocket expenses, such as meals, subject to the approval of the *Employer*.

**27.10 Transportation for Employees**

Transportation will be provided to *Employees* who are required to work other than their normal working hours, and who must travel to or from their homes during the hours between 1:00 a.m. and 6:00 a.m. An *Employee* shall be reimbursed for the actual cost of commercial transportation upon presentation of a receipt, upon the understanding that prior approval for this transportation has been obtained.

**27.11 Temporary Assignment Travel/Travel Conditions**

(a) *Temporary Assignment Travel*

When an *Employee* is assigned temporarily to a worksite within the province that is so far removed that he/she is unable to return to his/her place of residence at the end of each workday, the following conditions shall apply:

- (1) Travel between his/her place of temporary accommodation and the worksite shall be considered as time worked.
- (2) *Employees* shall be provided with return economy air fare or mileage in order to allow them to return to their place of residence and return to the worksite at the end of each workweek on the *Employee's* time.

*Employees* who choose not to return to their place of residence shall not receive the return air fare or mileage.

(b) *Travel Conditions*

- (1) *Employees* required to travel shall be reimbursed for receipted expenses incurred in the course of their duties. Meal allowances will be paid as per Article 27.9(a).
- (2) *Employees* will be provided reasonable stopover time where required, in view of fatigue occasioned by international travel. Guidelines shall be established by the Joint Committee.
- (3) Hours of work for *Employees* on travel shall not be more than six (6) hours per day, exclusive of meal periods, or not more than sixty (60) hours per two-week period, except that working hours need not be prescribed within set periods on the clock but should meet the requirements of the assignments.

**27.12 Abnormal Working Conditions**

Premium rates for abnormal working conditions shall be in accordance with the provisions of this Agreement.

**27.13 Upgrading Qualifications**

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

**27.14 Accommodation, Board and Lodging**

Accommodation, board and lodging allowances for *Employees* required to work away from their campus or learning centre shall be paid in accordance with the agreed upon established regulations which shall be subject to review and revision during the period of this agreement by negotiations between the parties.

**27.15 Transfer Expenses**

*Employees* who have to move from one geographic location to another after winning a competition, or at the *Employer's* request, shall be entitled to transfer expenses in accordance with the agreed upon established regulations in Memorandum of Agreement #1 which shall be subject to review and revision during the period of this agreement by negotiations between the parties.

**27.16 Retirement Allowance**

Upon retirement from service, an *Employee* who has completed twenty (20) years of continuous service and who, under the provisions of the applicable Superannuation Act(s) is entitled to receive a superannuation allowance on retirement is entitled to an amount equal to his/her salary for one (1) month, and for each full year of service exceeding twenty (20) years but not exceeding thirty (30) years, is entitled to an additional amount equal to one-fifth (1/5) of his/her monthly salary.

**27.17 Telephone Allowance**

*Employees* on travel status or on temporary assignment shall be reimbursed for one three (3) minute telephone call home for every three (3) days spent on travel status or temporary assignment where the *Employer's* communication facilities are not made available to *Employees*.

**27.18 Initial Placement on Scale**

(a) *Recognition for Formal Training*

- (1) Hold a diploma or certificate or professional qualification with represents relevant post-secondary training of less than four (4) years - initial placement at Step 11.
- (2) Hold a degree from a recognized University at the Bachelor's level or hold a Journeyman's certificate or professional qualifications as a Chef, Registered Nurse, etc., or qualification which represents relevant post-secondary training of at least four (4) years - initial placement at Step 10.
- (3) Hold a relevant degree from a recognized University at the Master's level or hold equivalent professional certification or Journeyman's certificate or professional qualifications as a Chef, Registered Nurse, etc., which represents combined training of at least six (6) years - initial placement at Step 9.

(4) Hold a relevant degree from a recognized university at the Doctorate level - initial placement at Step 8.

(5) One additional increment will be granted on initial placement to those who possess a teaching certificate or an Instructor's Diploma or equivalent.

(b) *Recognition for Experience*

(1) One additional step will be granted for each year of related instruction experience.

(2) One additional step will be granted for each two (2) years of related work experience.

(3) Experience which is gained as an integral part of earning an educational credential (e.g. apprenticeship, practicum's, work placement, etc.) will not be considered as experience for initial placement.

(4) The above criteria shall be used to a maximum initial placement at Step 6.

(5) The onus is on the *Employee* to submit to the *Employer* appropriate proof of education and/or experience. If documentation is unavailable at the time of hiring, retroactive placement or adjustments on the salary scale will be granted after appropriate documentation is submitted. No retroactive placements or adjustments will be granted for documentation submitted after the first six (6) calendar months of employment.

(c) The *Employer* will provide to the *Union* and each newly hired *Employee* the details of the *Employee's* initial placement on the salary scale.

(d) In circumstances of difficult to fill positions, the *Employer* may decide to place the *Employee* higher than the aforementioned maximum initial placement. Difficult to fill positions are considered by the *Employer*, those positions that are a challenge to recruit due to extenuating circumstances outside of the *College's* control.

In each circumstance , the *College* will notify the *Union*, in writing, outlining the details of and the reasons for the higher initial placement, before the higher initial placement is confirmed. If the *Union* does not agree with the higher initial placement, the matter will be referred to the Joint Committee for resolution.

In no circumstance will the *College* offer a total annual salary that exceeds the highest annual salary listed at Step 1 of the Provincial Salary Scale.

**27.19 Part-Time Employees**

A part-time *Employee* will be placed on the salary scale according to Article 27.18 and will receive the hourly rates for that salary level as detailed in Appendix A.

**27.20 Increments**

(a) *Higher Placement* - existing placement will be advanced one step after having achieved the following:

(1) completion of an additional university degree;

(2) the completion of an ID, VIC, teaching certificate, or the equivalent of one (1) year of professional education courses, in addition to or aside from those recognized for the qualifications recognized for the existing placement.

(b) *Service Increments* - An Appendix 2(a) full-time regular *Employee* is entitled to one increment on the basic salary scale for each one thousand five hundred and sixty-six (1,566) hours of service to the *College* until he/she reaches the maximum step. An Appendix 2(b) full-time regular *Employee* is entitled to one (1) increment on the basic salary scale for each one thousand eight hundred and twenty-seven (1,827) hours of service to the *College* until he/she reaches his/her maximum step. Part-time regular *Employees* will receive an increment once they have completed the equivalent hours of service.

An Appendix 2(a) full-time non-regular *Employee* is entitled to one increment on the basic salary scale for each thirteen hundred and five (1305) hours of service to the *College* until he/she reaches the maximum step. An Appendix 2(b) full-time non-regular *Employee* is entitled to one (1) increment on the basic salary scale for each fifteen hundred and twenty-two point five (1522.5) hours of service to the *College* until he/she reaches his/her maximum step. Part-time non-regular *Employees* will receive an increment once they have completed the equivalent hours of service as required by a full-time non-regular *Employee*.

(c) The service increment will be applied on the day on which the *Employee* accumulates the number of hours specified in 27.20(b).

(d) All continuous full-time duty for one (1) full month or more, other than as a substitute, shall count as regular service in determining the increment date for a regular instructor.

(e) The *Employer* will periodically provide each *Employee* with a notice explaining how each *Employee* can calculate their current balance of service increment hours.

### **27.21 Change of Qualifications**

An *Employee* who becomes entitled to an increase in salary by reason of a change of qualifications which changes his salary category must submit to the *President* documentation satisfactory to the *College Board* in support of the claim. A successful claim shall become effective the month following submission of proof of change of qualifications. The date on which the *Employee* receives his next service increment shall not be affected.

### **27.22 Chair and Program Leader**

(a) The Joint Committee may make recommendations to the Deans Committee through the office of the Vice *President*, Learning regarding the appropriate criteria which will qualify an *Employee* as Chair or Program Leader.

(b) Selection of Chair or Program Leader will be the responsibility of the appropriate Dean and will be approved through the Dean's Committee. Selections will be in accordance with Appendix 4(b).

(c) Terms for Chair or Program Leader will normally be for a period of two (2) years.

(d) Program Leader shall be provided with a stipend of (per annum):

- (1) April 1, 2007 - \$1083
- (2) April 1, 2008 - \$1106
- (3) April 1, 2009 - \$1129

(e) (1) Chair release time will be determined by the Dean's Committee, and shall not exceed fifty percent (50%) of the assigned workload.

(2) Chairs shall be provided with a stipend of (per annum):

- (i) April 1, 2007 - \$2229

- (ii) April 1, 2008 - \$2275
- (iii) April 1, 2009 - \$2323

**27.23 Hourly, Daily and Partial Month Calculations**

(a) *Hourly-Rated Employees:*

The rate of *pay* for *Employees* that are normally paid by the hour shall be calculated by dividing the monthly salary by one hundred thirty point five (130.5) for Appendix 2(a) *Employees*, and by one hundred fifty-two point two five (152.25) for Appendix 2(b) *Employees*.

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

(b) *Salary-Rated Employees - Partial Monthly Pay:*

The formula for paying a partial month's salary to *Employees* paid on a monthly basis is:

$$\text{Adjusted monthly salary} = \frac{\text{hours worked} + \text{paid holidays} \times \text{monthly salary}}{\text{* hours scheduled} + \text{paid holiday}}$$

\*Scheduled hours for 2(a) *Employees* = 6

Scheduled hours for 2(b) *Employees* = 7

**ARTICLE 28 - CLASSIFICATION AND RECLASSIFICATION**

**28.1 Classification Specifications**

(a) The *Employer* agrees to supply the President of the *Union* or his/her designate with the classifications in the bargaining unit within sixty (60) days of the signing of this Agreement.

(b) The *Employer* agrees to supply each *Employee* covered by this Agreement a list of job duties within sixty (60) days of the completion of classification specifications.

**28.2 Job Evaluation Plan**

(a) The *Employer* agrees that no job evaluation plan pertaining to positions covered by this Agreement will be introduced without the mutual agreement of the parties.

(b) To facilitate the orderly introduction or change in job evaluation plans, the Joint Committee shall consist of an equal number of representatives of each party.

(c) The Committee shall formulate the job evaluation plans used within the *College* bargaining unit and shall make joint recommendations to the bargaining Principals for ratification.

(d) The Committee may direct the formation and establish the terms of reference of subcommittees to undertake the mechanics of any study approved by this committee.

(e) Introduction and establishment of mutually agreed upon job evaluation plans shall be subject to mutual agreement as to timing, in conjunction with Article 28.3.

(f) The *Employer* may update classification standards where it does not change the relative value of a classification or impact on a classification series. When revised classification standards are issued by the *College*, copies will be filed with the President of the *Union*.

**28.3 Classification and Salary Assignments**

When a new or substantially altered classification covered by this Agreement is introduced the rate of pay shall be subject to negotiations between the *Employer* and the *Union*. If the parties are unable to agree on the rate of pay for the new or substantially altered classification, within ten (10) days of their first meeting or such other period as agreed by the parties, the *Employer* may implement the classification and attach a salary. The matter may then be referred to Step 3 of the grievance procedure. The new rate of pay shall become effective on a date agreed upon by the parties or as determined through the adjudication process.

**28.4 Classification Appeal Procedure**

An *Employee* shall have the right to appeal, the classification of the position he/she occupies, through the *Union*. The contents of this article are subject to the grievance procedure as outlined in Article 8 of this Agreement.

**28.5 Elimination of Present Classification**

The *Employer* agrees to consult with the *Union* prior to the elimination of any classification, the salary of which is negotiated in this Agreement.

**ARTICLE 29 - SECONDMENT**

**29.1 Definition**

A process by which the *Employer* may assign an *Employee* to another agency, board, society, commission or *Employer*.

**29.2 Notice of Secondment**

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

**29.3 Provisions of BCGEU Agreements to Apply**

The provisions of the applicable current *Union-Employer* collective agreements will apply to seconded *Employees*. The agency, board, society, commission or *Employer* to which the *Employee* is seconded will receive written notice of this article and will be provided with copies of relevant Agreement.

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

The *Employer* will inform the *Employee* of the *Employer's* representative designated to handle grievances at the second step. Where a seconded *Employee* has a grievance the *Employee* will discuss the grievance with the supervisor to whom he/she is seconded. Failing resolution, the *Employee* may submit a written grievance, through a steward nominated by the *Union*, to the second step of the grievance procedure.

**ARTICLE 30 - NON-REGULAR EMPLOYEES**

**30.1 Letter of Appointment**

A non-regular *Employee* shall receive a contract clearly stating his/her employment status and expected duration of employment.

### 30.2 Employee Security and Regularization

*Intent:*

The purpose of this article is to consolidate provisions of the common and local agreements relating to *Employee* security and regularization. It is further intended to ensure that current and future *Employees* who qualify for regularization under the provisions of this article will be regularized. The following is applicable to all non-regular new hires as of June 1, 1999.

(a) *Non-regular employees*, whether laid off, or otherwise, will be recognized as in-service applicants when applying for regular positions.

(b) (1) (i) A *non-regular Employee* will be entitled to regularization after a period of time worked of at least two consecutive appointment years (September 1<sup>st</sup> – August 31<sup>st</sup>) of work at a workload of fifty percent (50%) or greater for each of two (2) consecutive appointment years and where there is a reasonable expectation of ongoing employment for which the *Employee* is qualified at a workload of at least fifty percent (50%) or greater in the next appointment year.

or

(ii) A *non-regular Employee* will be entitled to regularization after the *Employee* has performed a workload at least one hundred and twenty percent (120%) of an annualized workload over at least two (2) consecutive years from date of hire and there is a reasonable expectation of an ongoing workload assignment for which the *Employee* is qualified, of at least fifty percent (50%) on an annualized basis over the immediately subsequent appointment year.

(2) A *non-regular Employee* must receive a satisfactory evaluation prior to regularization. An *Employee* will be deemed to have received a satisfactory evaluation if one has not been undertaken by the *Employer*. The *Employer* may evaluate a *non-regular Employee* at least once each twelve (12) month period and the *Employee* may request an additional evaluation not more often than once in each twelve (12) month period.

(c) Pursuant to (b)(1)(i) and (ii) above, at the date of attaining regular status an *Employee* will be deemed to have served his/her nine month probation period and the six (6) month benefit waiting period.

(d) For the purposes of (b)(1)(i) and (ii) above, workload shall be defined as thirteen hundred and five (1305) hours for an Appendix 2(a) *Employee* and as fifteen hundred and twenty-two point five (1522.5) hours for an Appendix 2(b) *Employee*.

### 30.3 Seniority

(a) For the purpose of layoff and recall, a *non-regular Employee* who has worked in excess of thirty (30) days shall accumulate service and classification seniority within the *College* region as defined in this Agreement.

(1) all hours worked at the straight-time rate;

(2) designated paid *Holidays* or days off in lieu in accordance with Article 30.9 of this agreement;

(3) annual vacation in accordance with Article 30.10(b) of this agreement.



The total hours above shall be converted to a six (6) or seven (7) hour shift as applicable to establish seniority. Upon completing thirty (30) working days (six [6] hour or seven [7] hour shifts), a *non-regular Employee's* seniority shall include the accumulated thirty (30) working days.

(b) Subject to Article 30.4 of this Agreement, an *Employee* shall retain his/her service and classification seniority if he/she is transferred by the *Employer* from one location to another.

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

### **30.4 Loss of Seniority**

A *non-regular Employee* will lose his/her service and classification seniority when the *Employee*:

- (a) is terminated for just cause;
- (b) voluntarily terminates or abandons his/her position;
- (c) is on layoff for more than twelve (12) months;
- (d) is unavailable or declines two offers of employment. Each offer shall be made on separate days and be for work available on separate days in which the duration and nature of work is reasonably similar to that the *Employee* carried out prior to layoff.

### **30.5 Layoff and Recall**

(a) Layoff of *non-regular employees* shall be based on service seniority within a department, campus, discipline or specialty, provided that senior staff to be retained has appropriate qualifications.

(b) *Non-regular employees* on layoff shall be recalled in order of service seniority within the *College* campus provided the *non-regular Employee* is qualified to carry out the work which is available.

(c) Notwithstanding Article 30.5(a) *non-regular employees* hired for seasonal work or a term certain shall be laid off upon completion of the season or term and shall be subject to recall procedures in accordance with Article 30.5(b).

### **30.6 Application of Agreement**

(a) Except as otherwise noted in this article, the provisions of Articles 11, 14, 16, 19, 20, 21, 25 and Appendix 3 of this Agreement do not apply to *non-regular employees*, except as otherwise indicated.

(b) Time spent at court by a *non-regular Employee* in his/her official capacity shall be at his/her regular rate of pay.

(c) Court action arising from employment which requires a *non-regular Employee's* attendance at court shall be with pay.

(d) Any *non-regular Employee* who is eligible to vote in a federal, provincial or municipal election or a referendum shall have four (4) consecutive clear hours during the hours in which the polls are open in which to cast his/her ballot.

(e) *Non-regular employees* shall be entitled to provisions of Article 21.2 — Bereavement Leave.

### 30.7 Health and Welfare

*Non-regular employees* shall receive compensation of fifty cents (50¢) per working hour in lieu of health and welfare benefits.

### 30.8 Weekly Indemnity

Article 30.7 will not apply when a *non-regular Employee* is receiving benefits under Article 30.8.

- (a) The provisions of this article will not apply to *non-regular employees* who are either:
  - (1) enrolled full-time as a student of a day school, college or a university or,
  - (2) employed under employment incentive programs financed through public funds.
- (b) Sickness indemnity shall be available to *non-regular employees* who are employed for thirteen (13) weeks continuously with a minimum of twenty-three (23) hours per week. In the *non-regular Employee's* fourteenth (14<sup>th</sup>) and subsequent weeks of continuous employment where they have worked the aforesaid minimum, they shall be eligible for benefits for each period of illness to a maximum of fifteen (15) weeks at two-thirds ( $\frac{2}{3}$ ) *pay* not to exceed the Employment Insurance Commission maximum weekly sickness benefit. Where there is a partial week of absence and a partial week of work the *Employee's* weekly pay will not be less than the Employment Insurance Commission maximum weekly sickness benefit.
- (c) The benefit waiting period in each case of illness will be fourteen (14) calendar days. This means that benefits will be paid from the fifteenth (15<sup>th</sup>) day of illness.
- (d) Full benefits will be reinstated:
  - (1) in the case of new illness one (1) month after the return to active employment of that person following a previous illness;
  - (2) in the case of the recurrence of an illness three (3) months after the return to active employment of that person following the previous occurrence of the illness.
- (e) The payment of benefits to a person who is laid off or separated prior to termination of his/her illness shall be continued after the layoff or separation until the total number of weeks for which benefits have been paid in respect of that illness is fifteen weeks except that benefits will cease on the effective date of a scheduled layoff or separation provided that notice of the layoff or separation was given prior to the occurrence of the illness.
- (f) The benefits described in this article shall not be available to an *Employee* whose illness, injury or personal circumstances may be described by any one of the following conditions:
  - (1) who is not under the care of a licensed physician;
  - (2) whose illness is occupational and is covered by Workers' Compensation;
  - (3) whose illness is intentionally self-inflicted;
  - (4) who is pregnant with a pregnancy-related illness during the period commencing with the tenth (10<sup>th</sup>) week prior to the expected week of confinement and ending with the sixth (6<sup>th</sup>) week after the week of confinement; or during any period of formal maternity leave taken by the *Employee* pursuant to the *Maternity Protection Act* of British Columbia or to mutual agreement between the *Employee* and his/her *Employer*; or during any period for which the *Employee* is paid Employment Insurance maternity benefits;

- (5) whose illness results from service in the armed forces;
- (6) whose illness results from riots, wars or participation in disorderly conduct;
- (7) who is ill during a period of paid vacation;
- (8) whose illness is sustained while he/she is committing a criminal offence;
- (9) who is engaged in an employment for a wage or profit;
- (10) who is ill during a strike or lockout at the place where he/she was employed if that illness commences during the strike or lockout;
- (11) who is serving a prison sentence.

(g) The parties agree that the complete premium reduction from the Employment Insurance Commission accruing through the improved sick leave plan and the weekly indemnity plan will be returned to the *Employer*. This is in exchange for the implementation of the above-mentioned plans.

### **30.9 Designated Paid Holidays**

A *non-regular Employee* shall be paid statutory *Holiday* pay at the rate of four point two percent (4.2%) of his/her regular earnings during each pay period in which he/she has earnings.

### **30.10 Annual Vacation**

- (a) A *non-regular Employee* will be entitled to receive vacation pay at the rate of six percent (6%) of his/her regular earnings with his/her regular pay.
- (b) A *non-regular Employee* scheduled for full-time work and who has completed seven hundred eighty-three (783) hours of employment for Appendix 2(a) *Employees* and nine hundred thirteen point five (913.5) hours of employment for Appendix 2(b) *Employees* will be entitled to opt for unpaid vacation entitlement in accordance with the vacation scheduling provisions of this Agreement.
- (c) Subsection (b) of the article shall not apply to *non-regular employees* employed for the purpose of vacation relief during the prime time vacation period.

### **30.11 Placement on Scale – Non-Regular Employees**

An *Employee* on a temporary contract who has an original date of hire of April 1, 2000 or later will be placed on the salary scale according to the new initial placement language in Article 27.18 of the Collective Agreement.

## **ARTICLE 31 - GENERAL CONDITIONS**

### **31.1 Parking**

The *Employer* and the *Union* agree that there shall be no change in parking regulations and policies except by mutual agreement of the parties. A joint *Employer-Union* Parking Committee shall be established to study the matter of *Employee* parking and make recommendations to the parties.

### **31.2 Tool Allowances**

All matters with respect to the provisions of tools and allowances shall be in accordance with the terms of this Agreement.

### 31.3 Comprehensive Insurance

The *Employer* agrees to provide comprehensive insurance covering tools, reference texts and instruments owned by the *Employees* and required to be used in the performance of their duties at the request of the *Employer*.

### 31.4 Indemnity

#### (a) *Civil Actions*

Except where a joint *Union/Employer* committee considers that there has been flagrant or wilful negligence on the part of an *Employee*, the *Employer* agrees not to seek indemnity against an *Employee* whose actions result in a judgement against the *Employer*. The *Employer* agrees to pay any judgement against an *Employee* arising out of the performance of his/her duties. The *Employer* also agrees to pay any legal costs incurred in the proceedings including those of the *Employee*.

#### (b) *Criminal Actions*

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

### 31.5 Political Activity

#### (a) *Municipal and School Board Offices*

*Employees* may seek election to municipal and school board offices provided that:

- (1) The duties of the municipal or school board office other than regular council or board meetings do not impinge on normal working hours as a college *Employee*.
- (2) There is no conflict of interest between the duties of the municipal or school board office and the duties of the College position.

Where municipal council or school board meetings are held during the *Employee's* normal working hours, the *College* shall grant leave without pay to attend such meetings.

#### (b) *Federal and Provincial Offices*

There are no restrictions on *Employees* engaging in political activities on their own time as campaign workers. If an *Employee* is nominated as a candidate for election, the *Employee* shall be granted leave without pay in accordance with Article 21.5(a) to engage in the election campaign. If elected, the *Employee* shall be granted leave of absence in accordance with Article 21.5(c). If not elected, the *Employee* shall be allowed to return to his/her former position.

**31.6 Copies of Agreements**

- (a) The *Employer* will provide the following: three (3) copies for the *Union*, three (3) copies for each campus (to be retained by union steward), one (1) copy for each campus library, one (1) copy for each *Employee*, and sufficient copies for *Employer* use. Printing of copies for *Employee* use (beyond those required above) will be the responsibility of the *Union*.
- (b) The cover of the Agreement should read as follows:

Collective Agreement  
between  
The College Board of  
Northern Lights College  
and  
B.C. Government and Service  
Employees' Union (BCGEU)  
(Local 710 NLC Faculty)

Effective from April 1, 2014 to March 31, 2019

- (c) This Agreement shall be printed in a union shop and bear a recognized union insignia.  
A description of all benefit plans shall accompany each agreement.

**31.7 Travel Advance**

*Employees* who are required to travel on college business, shall be provided with an adequate travel advance.

**31.8 Teaching Instruction and Orientation**

Where deemed necessary, all newly-employed instructors shall receive teaching instruction and orientation before being required to assume a normal instructional workload. This shall include a minimum of two (2) weeks' full pay before assuming a full instructional load.

**31.9 Supply and Maintenance of Equipment**

An *Employee* shall not suffer loss of salary in the event that he/she cannot carry out his/her normal duties by reason of the *Employer* failing to furnish or properly maintain equipment, machinery, supplies, or by reason of power failure or other circumstances occurring at the place of work.

This section shall not apply to short-term relief personnel beyond the day of the occurrence.

**31.10 Hosting Expenses**

Where *Employees* have guest speakers, recruiting officers, consultants, etc., at their workplace, in the course of their duties they shall, subject to prior approval, be reimbursed for reasonable expenses upon production of receipts.

**31.11 Emergency Survival Techniques**

The *Employer* shall provide booklets or manuals teaching the essentials of emergency survival techniques for all *Employees* who may be required to work under isolated field conditions or who may travel by road to other centers under winter conditions. The *Employer* shall provide survival equipment under both sets of working conditions, and shall make every effort to provide an emergency survival techniques course at no cost to the *Employee*. Such courses shall be available on an annual basis prior to the winter season.

**31.12 Personal Research**

Subject to approval by the *Employer* and the local Safety Committee an *Employee* may use facilities normally used in the course of his/her duties to carry out personal research or projects. The cost of materials, word processing services and repair to any damaged equipment caused by *Employee* negligence, shall be borne by the *Employee*. Such approval shall not be unreasonably withheld by the *Employer*.

**31.13 Oaths**

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

**31.14 Reorganization**

- (a) The parties recognize that it is in the best interest of *Employees* for consultation to take place with the *Union* regarding the effect of major reorganization on the *Employees*.
- (b) In the event of any substantial reorganization in the *College* which results in redundancy, relocation outside the existing community or reclassification, the matter shall be referred to the Joint Committee in order for the *Employer* to consult with the *Union*.
- (c) In the event that the Joint Committee cannot agree on an appropriate resolution the matter may be referred to Step 3 of the grievance procedure.

**31.15 Security Arrangements**

The *Employer* agrees to provide appropriate, adequate facilities for the safekeeping of personal possessions of *Employees* in such areas as deemed appropriate by the Joint Committee.

**31.16 Employees Fitness and Ergonomics**

The *Employer* and the *Union* agree to work towards creating a better working environment for all members of the bargaining unit. The parties therefore agree that the Joint Committee shall make recommendations with reference to the working environment and shall investigate the feasibility of establishing a fitness program for *Employees* of the *College*. The Joint Committee may also identify possible areas for the purpose of establishing pilot projects for ergonomically designed workplaces.

**ARTICLE 32 - TERM OF AGREEMENT**

**32.1 Duration**

This Agreement shall be binding and remain in effect to midnight March 31, 2019.

**32.2 Notice to Bargain**

- (a) This Agreement may be opened for collective bargaining by either party giving written notice to the other party on or after January 1, 2017 but in any event not later than January 31, 2019.
- (b) Where no notice is given by either party prior to January 31, 2017 both parties shall be deemed to have been given notice under this section on January 31, 2017 and thereupon Article 32.3 of this article applies.
- (c) All notices on behalf of the *Union* shall be given by the President of the *Union* and similar notices on behalf of the *Employer* shall be given by the *President* or his/her designate.

**32.3 Commencement of Bargaining**

Where a party to this Agreement has given notice under Article 32.2 of this article, the parties shall, within fourteen (14) days after the notice was given, commence collective bargaining.

**32.4 Changes in Agreement**

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

**32.5 Agreement to Continue in Force**

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

**32.6 Effective Date of Agreement**

Effective date of all provisions except as otherwise noted or agreed will be upon ratification.

**SIGNED ON BEHALF OF  
THE UNION BY:**

**SIGNED ON BEHALF OF  
THE EMPLOYER BY:**

\_\_\_\_\_  
Stephanie Smith  
President

\_\_\_\_\_  
Bryn Kulmatycki  
President and CEO

\_\_\_\_\_  
John Turner, Instructor  
Bargaining Unit Chairperson

\_\_\_\_\_  
Jessie Drew  
Executive-Director of Human Resources

\_\_\_\_\_  
David Batterham, Instructor  
Bargaining Committee Member

\_\_\_\_\_  
Anndra Graff  
VP of Finance & Corp Services

\_\_\_\_\_  
Kathy Weaver  
Staff Representative

\_\_\_\_\_  
Roy Daykin  
Post-Secondary Employers' Association

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.



**APPENDIX 1  
Excluded Classes**

President (1)  
Vice President (2)  
Campus Administrator (4)  
Dean (4)  
Associate Dean (2)  
Chief Financial Officer (1)  
Director of Information Technology Services (1)  
Confidential Secretary (2)  
Executive Assistant (1)  
Payroll / Benefits Administrator (1)  
Contract Services Coordinator (1)  
Director Human Resources (1)  
Human Resources Advisor (2)  
Administrative Assistant (3)  
Registrar (1)  
Associate Registrar (1)  
Regional Director of Facilities (1)  
Executive Director, NLC Foundation (1)  
Executive Director, Communications and Community Relations (1)  
Manager, Health, Safety and Environmental Advisor (1)  
Director of Marketing and Communications (1)

**APPENDIX 2  
Classifications**

**1.1 Appendix 2(a) Employees**

Instructors  
Librarians\*  
Chairs\*\*

\* Will work a thirty-five (35) hour workweek. Librarians and Chairs will be considered as Instructors for the purposes of professional recognition and vacation.

\*\* Incumbents to Chairs' positions at April 1, 2007, will retain full Appendix 2(a) entitlements.

**1.2 Appendix 2(b) Employees**

Community Relations Director  
Coordinator of International Education  
Continuing Education Coordinators  
First Nations Coordinator  
Campus Network/Computer Services Coordinator (LAN Administrator)  
Wellness Coordinator  
Coordinator of Student Development  
Disability Services Coordinator

The *Union* agrees to the removal of specific names from the Collective Agreement.

**APPENDIX 3  
Short-Term Disability**

**1.1 Eligibility**

- (a) Regular *Employees* shall be covered by the short-term illness and injury plan upon completion of six (6) months of service with the *Employer* and up to age sixty-five (65). Regular part-time *Employees* must be working in a position that requires at least half-time work on a regularly scheduled basis and must have completed the equivalent of six (6) months active service in such a position.
- (b) Regular *Employees* with less than six (6) months of service who are unable to work because of an illness or an injury are entitled to six (6) days coverage at full pay or prorated if a regular part-time *Employee*, on the part-time percentage of time at date of hire.
- (c) Regular *Employees* with three (3) months but less than six (6) months of service will be entitled to fifteen (15) weeks (75 working days) of coverage, consisting of the above six (6) days, or what remains of the six (6) days entitlement, at full pay and the remainder of the fifteen (15) weeks at sixty-six and two-thirds percent (66⅔%) of pay to the Employment Insurance maximum weekly sickness benefit level.
- (d) Notwithstanding (a), (b), and (c) above where a regular *Employee* is on claim recognized by the Workers' Compensation Board, while the *Employee* was on the *Employer's* business, he/she shall be entitled to leave at his/her regular rate of pay, up to a maximum of one hundred and thirty (130) days for any one claim, in lieu of short-term plan benefits as outlined in 1.2. In such cases the compensation payable by the Workers' Compensation Board shall be remitted to the *Employer*.
- (e) *Employees* who become ill or disabled while on leave of absence without pay shall be entitled to their coverage of the short-term illness and injury plan on the date upon which they were scheduled to return to work.

**1.2 Short-Term Plan Benefit**

In the event an *Employee* is unable to work because of an illness or injury he/she will be entitled to twenty-six (26) weeks of short-term disability at seventy-five percent (75%) of pre-disability income, to a maximum of one thousand two hundred dollars (\$1,200) per week. This benefit commences on the sixth (6<sup>th</sup>) consecutive calendar day of disability. Personal illness leave (Article 25.11) will be applied to the waiting period. *Employees* who have accumulated sick leave credit under the old sick leave plan will have their accumulated sick leave credits frozen but will supplement their seventy-five percent (75%) of pay benefit under the new plan by using twenty-five percent (25%) of a day's accumulation under the old sick leave plan for each day of absence under the new plan. Before becoming eligible for long-term disability plan benefits *Employees* must use all sick leave accumulated under the old sick leave plan.

### 1.3 Recurring Disabilities

*Employees* who return to work after being absent because of illness or injury and within fourteen (14) working days again become unable to work because of the same illness or injury, will have their one hundred and thirty (130) day maximum benefit period reduced by all previous periods of absence because of that illness or injury which were not separated by at least fourteen (14) days of work. Subsequent absences due to illness or injury unrelated to the illness or injury that caused the previous absence will entitle the *Employee* to a further one hundred thirty (130) days of short-term benefits.

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

The *Employer* may require an *Employee* who is unable to work because of an illness or injury to provide a statement from a qualified medical practitioner providing medical evidence of the *Employee's* inability to work when it appears that a pattern of consistent or frequent absence is developing. The *Employer* may request a statement from a qualified medical practitioner if the absence is for more than five (5) days. The cost of obtaining the report shall be paid by the *Employee* and will be reimbursed by the *Employer* upon production of a satisfactory receipt. This payment does not apply to examination required for the continuance of benefits under any of the benefit packages referred to in this Agreement.

### 1.5 Integration with Other Disability Income

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

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

### 1.6 Benefits not paid during Certain Periods

Benefits will not be paid when an *Employee* is:

- (a) receiving designated paid *Holiday* pay;
- (b) engaged in an occupation for wage or profit;
- (c) on strike or is locked out unless the strike or lockout occurred after the illness or injury resulting in the *Employee* being absent from work;
- (d) serving a prison sentence;
- (e) on leave of absence including maternity leave;
- (f) on suspension without pay

**1.7 Exclusion from Benefits**

Benefits will not be paid when the illness or injury causing the *Employee* to be absent from work results from:

- (a) intentionally self-inflicted injuries or illness;
- (b) active service in any naval, military or air force, after the commencement of this plan;
- (c) voluntary participation in a riot or civil commotion except while in the course of performing his/her occupation.

**1.8 Employee to Inform Employer**

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

**1.9 Entitlement**

For the purpose of calculating six (6) days per calendar year, one day shall be considered to be one (1) day regardless of the regularly scheduled workday. Calculation for part-time *Employees* and partial days will be on a prorated basis.

**1.10 UIC Premium**

The parties agree that the complete reduction from the Employment Insurance Commission accruing through the improved illness and injury plan will be returned to the *Employer*.

**APPENDIX 4  
Information**

The following are present administrative policies of the *College* and are included for information purposes only and do not form part of a collective agreement.

**APPENDIX 4A  
Appointment Policy**

**1.1 Appointments**

All appointments to the *College* shall be based on merit.

**1.2 Determination of Merit**

The factors used to determine merit shall be education, skills, knowledge, experience, years of continuous employment in the *College*, and any other matters which are necessary or desirable, having regard to the nature of the duties to be performed and consistent with the classification standards for the classification concerned.

The *Employer* and the *Union* agree to establish a *Joint Committee* which will determine the procedures to be followed in considering the factors used to determine merit. The *Joint Committee* will have an equal number of members representing the *Union* and the *Employer* and shall meet at the call of either party.

**1.3 Postings**

(a) Vacancies of a regular nature that are to be filled, for positions in the bargaining unit, shall be posted within thirty (30) days. Such postings shall be throughout the *College* as deemed necessary by the College Board. The *Joint Committee* may recommend to the College Board the appropriate area of competition for each classification or group of classifications.

(b) The notice of postings shall contain the following information:

Nature of position, qualifications, skills, whether shift work is involved, wage or salary rate or range and where applicable, specific location. Such qualifications may not be established in an arbitrary or discriminatory manner.

(c) Notices shall be posted on the appropriate bulletin board at least seven (7) working days prior to the closing date of the competition, except as recommended by the *Joint Committee* referred to in Section 2 above and except as provided for in Article 7.9 of this Agreement.

**1.4 Selection Panels**

Selection panels shall be convened in accordance with the established practice of the College Board. The Chairperson of all selection panels shall be appointed by the *President*.

**APPENDIX 5  
Health and Welfare**

**Group Life**

(a) If death, dismemberment or loss of sight of an *Employee* results from accidental injury within three hundred sixty-five (365) days after the accident, payment will be made as follows:

Life (paid to beneficiary) .....	the Principal Sum
Both Hands or Both Feet or Sight of Both Eyes .....	the Principal Sum
One Hand and One Foot .....	the Principal Sum
One Hand and Sight of One Eye .....	the Principal Sum
One Foot and Sight of One Eye .....	the Principal Sum
One Arm or One Leg .....	3/4 Principal Sum
One Hand or One Foot or Sight of One Eye .....	1/2 Principal Sum
Thumb and Index Finger or at Least Four Fingers of One Hand .....	1/4 Principal Sum
All Toes on One Foot .....	1/8 Principal Sum

(b) Payment of this benefit is in addition to the life insurance benefit, if any. Occupational injuries are covered. The principal sum is the maximum payable for all injuries resulting from any one accident.

(c) Death, dismemberment or loss of sight caused by the following are not covered: suicide; self-inflicted injury; war; insurrection; participation in a riot; illness or disease; commission of a crime by the insured; service in the armed forces; air travel except as provided.

- (d) Subject to the Air Travel Maximum Limit of Indemnity (\$1,000,000), coverage is provided for passenger flight in aircraft not owned, leased or rented by the *Employer*.

**MEMORANDUM OF AGREEMENT #1  
Board and Lodging and Transfer Regulations**

Mileage allowance will be thirty-five cents (35¢) per km.

Meal allowances will be pursuant to Article 27.19(a).

**Transfer Regulations**

**1.1 Policy**

- (a) *Transfer* expenses will apply:

(1) to *Employees* who have to move from one campus or learning centre to another after completing their probation period and after winning an in-service competition where the position is permanently located at another campus or learning centre.

(2) to *Employees* who have to move from one campus or learning centre to another at the *Employer's* request to fill a position which is permanently located at another campus or learning centre.

- (b) Transfer expenses will not apply, but instead the applicable travelling, living, and moving expenses provided under the Board and Lodging Regulations will apply to the following groups of *Employees* who will not be considered to be on transfer:

(1) To *Employees* whose normal duties require moves from one *campus or learning centre* to another.

(2) To *Employees* who are the successful applicant for a posted position, where such position is not permanently located at one campus or learning centre.

- (c) To *Employees* entitled to transfer expenses, the *Employer* will pay travelling, living, and moving expenses on transfer in accordance with the following regulations.

**1.2 Travel Expenses on Transfer**

- (a) *Initial trip to seek new accommodation:*

The *Employer* shall grant, with no loss of base pay, prior to transfer, at a time mutually agreeable to *Employer* and *Employee*, up to three (3) days plus reasonable travel time, to an *Employee* being transferred and shall reimburse the *Employee* for travel expenses for the *Employee* and his/her spouse in accordance with the current regulations. Any time beyond specified time may be charged against the *Employee's* annual vacation credits; however, expenses will not be payable. This leave must be for the specific purpose of locating accommodation, with the intent, in as many instances as possible, that furniture and household effects may be delivered directly to the new residence.

- (b) *Travelling expenses moving to new location:*

For the purpose of definition, dependants are spouse, dependent children, and anyone for whom the *Employee* claims exemption on his/her federal income tax return. The *Employer* shall reimburse the *Employee* for travel expenses incurred during the transfer for him/herself and dependants, for the

actual travel time, plus up to seven (7) days at the new location, where the *Employee* is unable to move into his/her new accommodation, such expense allowances to be in accordance with current regulations.

- Meals: Adults: ..... full rate.
- Children 12 and under: ..... half rate.
- Motel or hotel ..... on production of receipts.
- Private lodging at old or new location at current rate.

### **1.3 Living Expenses Upon Transfer at New Location**

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

- (a) the *Employer* shall pay an *Employee* with no dependants a living allowance of twelve dollars (\$12) per day up to a maximum of thirty (30) days, or
- (b) the *Employer* shall pay an *Employee* with dependants a living allowance of fifteen dollars fifty cents (\$15.50) per day up to a maximum of sixty (60) days.

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

On transfer, the *Employer* shall arrange and pay for the following:

- (a) Moving of household effects and chattels up to seven thousand (7,000) kg, including any item(s) which the contracted mover will accept as a part of a load which includes hobbies, boats, outboard motors, washer, deepfreeze, and refrigerators.
- (b) Comprehensive insurance to adequately protect the *Employee's* household effects and chattels during the move up to a maximum of twenty-five thousand dollars (\$25,000).
- (c) Where necessary, insured storage, up to two months, upon production of receipts.
- (d) The packing and unpacking of the *Employee's* household effects and chattels.

### **1.5 Moving of Mobile Homes**

On transfer, the *Employer* shall arrange and pay for the following:

- (a) Moving of mobile trailer or home up to twelve (12) feet wide including any skirting, cabanas, or attachments. Where mobile homes in excess of twelve (12) feet are involved, the *Employer* will pay the equivalent cost of moving a twelve (12) foot mobile home, or the real estate and legal fees involved in selling the extra wide trailer up to a maximum of two thousand five hundred dollars (\$2,500).
- (b) Comprehensive insurance to adequately protect the *Employee's* household effects, chattels, and trailer during the move up to a maximum of twenty-five thousand dollars (\$25,000).
- (c) The setting-up and levelling of a mobile home or double wide at the new location to a maximum of five hundred dollars (\$500) upon production of receipts.
- (d) The packing and unpacking of the *Employee's* household effects and chattels, if required.

**1.6 Moving of Personal Vehicles Upon Transfer**

The *Employer* shall reimburse the *Employee* for the costs of transporting one personal vehicle and one trailer towed by the personal vehicle. The vehicle and trailer, where applicable, may be driven, in which case current mileage rates for the vehicle only will apply, or vehicle and trailer, where applicable, may be shipped by rail, in which case the cost of the least expensive method will be paid. In addition, the *Employer* will pay for any additional transportation charges for the vehicle and trailer with or without load.

**1.7 Cost of New Services Upon Transfer**

The *Employer* shall reimburse the *Employee* upon production of receipts on the following:

- (a) The cost of connections for plumbing, gas, and electrical appliances to existing facilities.
- (b) The cost of alterations or modifications required to the existing facilities to allow hook up of plumbing, gas, and electrical appliances up to a maximum of one hundred dollars (\$100).

**1.8 Incidental Expenses on Transfer**

The *Employer* shall *pay* to the *Employee* upon transfer only one of the following amounts to cover incidental expenses on transfer, and having claimed one allowance, no alternative further claim may be made:

- (a) When the *Employee* is moving to an unfurnished house, suite, apartment, or mobile home. This section does not apply where the *Employer* pays for the moving of household effects: four hundred twenty-five dollars (\$425).
- (b) When the *Employee* is moving to a furnished house, suite, apartment, or mobile home. This section applies where the *Employer* pays for the moving of household effects or when the new accommodation is furnished: one hundred seventy-five dollars (\$175).
- (c) When the *Employee* is moving with a mobile home: one hundred twenty-five dollars (\$125).
- (d) When the *Employee* is moving to room and board: seventy-five dollars (\$75).

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

Failure to apply within sixty (60) days will not obviate payment but will result in that payment being made that coincides with the payment that would have been made had application been made on time.

**1.9 Notice to Employee Upon Transfer**

It is understood and agreed that the *Employer* will provide the *Employee* with reasonable notice of the transfer effective date and, where possible, at least one month's notice shall be given. Where less than one (1) months' notice is given, or the transfer date is altered either earlier or later than the transfer effective date given which directly results in duplication of rent costs to the *Employee*, then the *Employer* agrees to reimburse the *Employee*, upon production of receipts, to the duplicate rent payments at new location.



### 1.10 Requested Transfer by Employee

Where an *Employee* requests a transfer from one campus or learning centre to another, all travelling and living expenses incurred in such a move are the responsibility of the *Employee*.

### 1.11 Employee Responsible for Certain Costs Upon Transfer

The following are some of the expenses which will be the responsibility of the *Employee* upon transfer:

- (a) advertising for accommodation at new location;
- (b) house cleaning at new and old location;
- (c) all laundry and dry cleaning costs;
- (d) moving of animals and pets; and
- (e) television hook-up.

### 1.12 Real Estate and Legal Fees

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

- (a) Reimbursement of fees to a maximum of three thousand dollars (\$3,000) charged by a real estate agency for the selling of the *Employee's* private dwelling home in which he/she resided immediately prior to transfer.
- (b) Reimbursement of legal fees encumbered upon the *Employee* because of the sale of his/her private dwelling home in which he/she resided prior to *transfer* and/or reimbursement of legal fees encumbered upon the *Employee* because of the purchase of his/her private dwelling house in which he/she lives after transfer.

Acceptable and unacceptable expenses and services for reimbursement under the term "*legal fees*" are:

(1) *acceptable expenses*

- registration of deed,
- land registry searches,
- registration of mortgages,
- certificate of encumbrances,
- photocopies,
- telephone,
- filing fees,
- miscellaneous office expenses;

(2) *acceptable services*

- solicitor's fee in respect of an agreement for sale where the new dwelling house is purchased,
- solicitor's fee in respect of discharge of encumbrances against the former residence,
- solicitor's fee in respect of financing the new dwelling house (e.g. first mortgage, second mortgage),
- where the *Employee* buys or sells a multiple dwelling (duplex, triplex, etc.) the fees are to be prorated;

(3) *unacceptable expenses and services*

- solicitor's fee and disbursements in respect of an agreement for sale (includes land registry fees and searches) where the former residence is sold (these items are the responsibility of the purchaser),
- appraisal fees in respect of establishing a fair market value on the purchase of the new dwelling house,
- survey fees in respect of establishing proper boundaries on the purchase of the new dwelling house,
- disbursements for interest penalty in discharging a mortgage,
- legal expenses incurred in the sale of the former residence or the purchase of the new residence where, due to financing, legal, or other unforeseen problems, the deal is not completed (fees and expenses are only paid for the completed deal),
- the *Employee's* dwelling house contains revenue-producing living accommodations which entail extra legal costs or fees (extra costs are not payable or total cost is prorated in proportion to the floor area involved)

**MEMORANDUM OF AGREEMENT #2**  
**Long-Term Disability**

**1.1 Eligibility**

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

**1.2 Long-Term Disability Benefit**

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

- (a) While the *Employee* has a sick bank balance to be used on a day-for-day basis, full monthly earnings will continue until the sick bank is exhausted, and Section 1.6 will not apply.
- (b) When an *Employee* has no sick bank, or after it is exhausted, the *Employee* shall receive a monthly benefit equal to the sum of:
- (1) Sixty-six and two-thirds percent (66⅔%) of the first three thousand dollars (\$3,000) of monthly earnings, and

(2) Fifty percent (50%) of the monthly earnings above three thousand dollars (\$3,000).

(3) The amount of the sum of (1) above and (2) above shall not exceed two thousand seven hundred and fifty dollars (\$2,750).

For the purposes of the above, earnings shall mean basic monthly earnings as at the date of disability as determined by the *Employer*. The basic monthly earnings as at the date of disability shall be the salary in effect for the last month of the short-term plan period, or equivalent six (6) month period, taking into consideration any retroactive adjustments. The date of disability for determining the commencement of the first two (2) years of disability shall be the day following the last month of the short-term plan period, or an equivalent six (6) month period.

(c) The long-term disability benefit payment will be made so long as an *Employee* remains totally disabled in accordance with Section 1.3, and will cease on the date the *Employee* recovers, or at the end of the month in which the *Employee* reaches age sixty-five (65), or resigns or dies, whichever occurs first.

(d) An *Employee* in receipt of long-term disability benefits will be considered an *Employee* for purposes of superannuation and will continue to be covered by group life, extended health, dental, and medical plans. *Employees* will not be covered by any other portion of the collective agreement but will retain the right of access to the Screening Committee and will retain seniority rights when they return to employment within six (6) months following cessation of benefits.

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

(f) An *Employee* engaged in rehabilitative employment with the *Employer* and who is receiving partial long-term disability benefit payments will have contributions required for benefit plans in (d) above and contributions for Superannuation waived by the *Employer*, except that Superannuation contributions shall be deducted from any salary received from the *Employer* to cover the period of rehabilitative employment.

### **1.3 Total Disability**

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

(b) Total disabilities resulting from mental or nervous disorders are covered by the Plan in the same manner as total disabilities resulting from accidents or other sicknesses, except that an *Employee* who is totally disabled as a result of a mental or nervous disorder and who has received twenty-four (24) months of Long-Term Disability Plan benefit payments must be confined to a hospital or mental institution or where they are at home, under the direct care and supervision of a medical doctor, in order to continue to be eligible for benefit payment.

During a period of total disability an *Employee* must be under the regular and personal care of a legally qualified doctor of medicine.

(c) (1) If an *Employee* becomes totally disabled and during this period of total disability engages in rehabilitative employment, the regular monthly benefit from this plan will be

reduced by twenty-five percent (25%) of the *Employee's* earnings from such rehabilitative employment. In the event that income from rehabilitative employment and the benefit paid under this Plan exceeds eighty-five percent (85%) of the *Employee's* earnings at date of disability, the benefit from this Plan will be further reduced by the excess amount.

"*Rehabilitative employment*" shall mean any occupation or employment for wage or profit or any course or training that entitles the disabled *Employee* to an allowance, provided such rehabilitative employment has the approval of the *Employee's* doctor and the *Employer*.

The rehabilitative employment of a disabled *Employee* will continue until such time as the *Employee's* earnings from rehabilitative employment exceed eighty-five percent (85%) of the *Employee's* earnings at the date of disability but in no event for more than twenty-four (24) months from the date benefit payments commence.

If earnings are received by an *Employee* during a period of total disability and if such earnings are derived from employment which has not been approved of as rehabilitative employment by his/her doctor and the *Employer*, then the regular monthly benefit from the Plan will be reduced by one hundred percent (100%) of such earnings.

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

(3) In the case where rehabilitative employment has been approved while an *Employee* is receiving a benefit under the provisions of Section 1.2(a), the provisions of Section 1.3(c)(1) shall not apply until the *Employee* is receiving a benefit under Section 1.2(b).

#### **1.4 Exclusions from Coverage**

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

- (a) war, insurrection, rebellion, or service in the armed forces of any country after the commencement of this plan;
- (b) voluntary participation in a riot or civil commotion except while an *Employee* is in the course of performing the duties of his/her regular occupation;
- (c) intentionally self-inflicted injuries or illness;
- (d) pregnancy, childbirth, miscarriage or abortion except severe complications following termination of pregnancy; (intention is no coverage for normal pregnancy);
- (e) a disability known to the *Employer* and which was specifically taken into account by the *Employer* at time of hiring.

### **1.5 Pre-Existing Conditions**

An *Employee* shall not be entitled to long-term disability benefits from this Plan if his/her total disability resulted from an accident, sickness or mental or nervous disorder with respect to which medical treatment, services or supplies were received in the ninety (90) day period prior to the date of hire unless he/she has completed twelve (12) consecutive months of service after the date of hire during which time he/she has not been absent from work due to the aforementioned accident, sickness or mental or nervous disorder with respect to which medical treatment, services or supplies were received. This clause does not apply to present *Employees* who have been continuously employed since April 15, 1978.

### **1.6 Integration With Other Disability Income**

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

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

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

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

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

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

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

### **1.7 Successive Disabilities**

If, following a period of total disability with respect to which benefits are paid from this Plan, an *Employee* returns to work on a full-time basis for a continuous period of six (6) months or more, any subsequent total disability suffered by that *Employee*, whether related to the preceding disability or not, shall be considered a new disability and the disabled *Employee* shall be entitled to benefit payments in accordance with the provisions of this Plan. In the event the period during which such an *Employee* has returned to work is less than six (6) months and the *Employee* again suffers a total disability and that is related to the preceding disability, the subsequent disability shall be deemed a continuation of the preceding disability, and the disabled *Employee* shall be entitled to benefit payments in accordance with the provisions of this Plan as though he/she had not returned to work.

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

### **1.8 Cessation of Plan Coverage**

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

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

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

### **1.9 Leave of Absence**

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

### **1.10 Benefits Upon Plan Termination**

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

### **1.11 Contributions**

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

### **1.12 Waiver of Contributions**

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

**1.13 Claims**

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

Written notice of an appeal must be submitted within six (6) months from the date the Plan carrier rejected the claim.

Where an *Employee* has disputed the decision of the Plan carrier and is awaiting the outcome of a review or an appeal, the *Employee* will be considered to be on leave of absence without *pay* during the portion of the waiting period when he/she is not receiving *pay* or benefit allowance. During the waiting period an *Employee* will continue to be covered by group life, extended health, dental and medical plans.

**1.14 Physical Examination**

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

**1.15 Canadian Currency**

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

**1.16 Administration**

The *Employer* will be the administrator of the plan as that function relates to provision of the plan, registration of *Employees*, and related administrative duties.

**1.17 Implementation by Regulation**

The provisions of this Plan shall be considered part of the collective agreement between the parties.

**MEMORANDUM OF AGREEMENT #3**

**Reading Break**

The *College* will provide an annual two (2) day reading break for all students during the February-March period. An additional three (3) reading break days may be scheduled for students throughout the year.

Student reading break days will be faculty non-instructional duty days.

**MEMORANDUM OF AGREEMENT #4**

**Integration with the University of Northern British Columbia**

Northern Lights *College* shall not contract out work regularly performed by its faculty to the University of Northern British Columbia without mutual agreement from the *Union*.

**MEMORANDUM OF AGREEMENT #5**  
**International Education**

Northern Lights *College* does not presently have an International Education Program (i.e. no *Employee* of Northern Lights College travels outside Canada and the US to perform assigned work pursuant to the *Employees'* collective agreement).

In these circumstances Article #9 – International Education does not apply to Northern Lights College.

In the event that Northern Lights College establishes an International Education Program, then the parties agree to meet and review Article #9 – International Education and make any agreed upon variations which will meet the needs of Northern Lights *College* and its *Employees*.

In the event that an *Employee* of Northern Lights *College* travels outside Canada and the US to perform assigned work pursuant to the *Employees* Collective Agreement then that work will be performed in accordance with Article #9 - International Education subject to agreed upon variations.

**MEMORANDUM OF AGREEMENT #6**  
**Faculty Flextime**

Recognizing the desire for a flexible work schedule for the delivery of educational and training programs, the parties encourage a mutual understanding that enables faculty to teach courses and training programs in a model that addresses the needs of the Northern Lights College Community.

To this end, the parties will develop a model (or models) of delivery to be used to enable flexible work schedules addressing the educational needs. Within sixty (60) calendar days of ratification of this Collective Agreement, the *Union* and *Employer* will meet to develop such a model. The *Union* will be represented by three (3) faculty members chosen by the *Union* from different instructional areas and the BCGEU staff representative, while the *College* will be represented by three (3) administrators with program responsibilities and Vice President, Learning.

Basic Premises of the model must include:

1. The annual workload of a flexible work schedule is the number of hours, excluding overtime hours, and *Employee* must work or otherwise account for the leave, *Holidays* and vacation, excused absence, compensatory time off, or other paid time.
2. No *Employee* will be forced to accept a flextime schedule.
3. Flextime terms and conditions must be mutually acceptable to both parties.

Should the parties be unable to reach mutual agreement on a model prior to June 1, 2007, the matter will be referred to a mediator for non-binding recommendations.

The terms and conditions of the model will be incorporated in a memorandum of agreement to replace this one.



**MEMORANDUM OF AGREEMENT #7**  
**Continuing Education**

1. The parties agree that presently there is bargaining unit and non-bargaining unit work. This work is currently defined by the Collective Agreement, and there is a current practice to assign work as bargaining unit and non-bargaining unit work.

The parties agree that this is the status quo and that the parties will not change the status quo without mutual agreement during the term of this Collective Agreement.

2. The parties agree to establish a Continuing Education Review Committee. The Committee will review Continuing Education for the purpose of including as much work as possible within the bargaining unit to the degree that it is cost-effective to do so and maintain the current ability to be flexible and responsive to the market place. The Committee's Terms of Reference shall be as follows:

- a. The Committee will have equal representation from the *Union* and the *Employer*. The parties agree to include advisors, brought in by either party to provide technical or program information.
- b. The Committee will have access to all available historical and current information regarding courses and providers.
- c. The Committee will seek to establish the present scope of bargaining and non-bargaining unit work.
- d. The Committee will seek to identify issues with respect in including workers within the bargaining unit.
- e. The Committee will prepare a report for the bargaining Principals for the next round of bargaining.
- f. Cost of the Committee will be paid by the *Employer*. The parties will exercise due consideration when scheduling meetings in order to minimize the expense.

**MEMORANDUM OF AGREEMENT #8**  
**Committee to Review the Collective Agreement**

1. The *Employer* and the *Union* agree to establish a *joint committee* (the Committee). The purpose of the Committee is to perform a review of the current Collective Agreement for the purpose of identifying language that:

- a. may be in conflict;
- b. is repetitive or has expired;
- c. needs cross referencing;
- d. clarifies language, titles, and structure.

2. The Committee shall be made up of three representatives chosen by the *Employer* and up to three representatives chosen by the *Union*. Subject to the mutual agreement of the parties, the Committee may be supplemented by resource persons as required by the nature of the matters being discussed.

3. Any recommendations from the Committee regarding amendments to the Collective Agreement will be submitted to the parties' respective Principals for approval. For the *Employer*, recommendations would require ratification by the *College Board* of Directors and the Post-Secondary Employers' Association Board of Directors. The amended Collective Agreement will be implemented effective the date of ratification.
4. The *Employer* agrees that, if the parties agree to recommendations, the *Employer* shall schedule the necessary meeting to ensure that its Principals vote on the recommendations not later than thirty (30) days from the date on which the recommendations are completed.
5. The *Employer* and the *Union* agree that the work of the Committee is to review the Collective Agreement to clarify the existing language and structure, and not to make any substantive changes to the Collective Agreement.
6. The Committee will conclude its work no later than December 31, 2015. This Memorandum of Agreement will terminate on March 31, 2016.

**MEMORANDUM OF AGREEMENT #9**  
**Paydays**

Notwithstanding Article 26.2(a) and Article 4(c), the parties agree to strike a committee to:

1. Consider how and when to implement the change from semi-monthly to biweekly paydays, and;
2. To do so with sufficient notice and safeguards in place to:
  - a. Minimize the negative effect of the change on the *Unions'* members;
  - b. Assure that wages, benefits, seniority or any other entitlement of the *Unions'* members under the Collective Agreement are not adversely affected, and;
  - c. Assure that the change is cost neutral for the *College*.
3. Either party may serve written notice to the other party of their intention to declare this Memorandum of Agreement void before the parties agree in writing to implement the change.

**MEMORANDUM OF AGREEMENT #10**  
**Economic Stability Dividend**

**Definitions**

1. In this Letter of Agreement:

"Collective agreement year" means each twelve (12) month period commencing on the first day of the renewed collective agreement. For example, the collective agreement year for a collective agreement that commences on April 1, 2014 is April 1, 2014 to March 31, 2015 and each period from April 1 to March 31 for the term of the collective agreement.

"Economic Forecast Council" means the Economic Forecast Council appointed under s. 4 of the Budget Transparency and Accountability Act, [S.B.C. 2000] c. 23;

"Forecast GDP" means the average forecast for British Columbia's real GDP growth made by the Economic Forecast Council and as reported in the annual February budget of the government;

“Fiscal year” means the fiscal year of the government as defined in the Financial Administration Act [1996 S.B.C.] c. 138 as ‘the period from April 1 in one year to March 31 in the next year’;

“Calendar year” is a twelve (12) month period starting January 1st and ending December 31st of the same year based upon the Gregorian calendar.

“GDP” or “Gross Domestic Product” for the purposes of this LOA means the expenditure side value of all goods and services produced in British Columbia for a given year as stated in the BC Economic Accounts;

“GWI” or “General Wage Increase” means a general wage increase resulting from the formula set out in this LOA and applied as a percentage increase to all wage rates in the collective agreement on the first pay day after the commencement of the eleventh (11th) month in a collective agreement year;

“Real GDP” means the GDP for the previous fiscal year expressed in constant dollars and adjusted for inflation produced by Statistics Canada’s Provincial and Territorial Gross Domestic Product by Income and by Expenditure Accounts (also known as the provincial and territorial economic accounts) and published as “Real Gross Domestic Product at Market Prices” currently in November of each year.

### **The Economic Stability Dividend**

2. The Economic Stability Dividend shares the benefits of economic growth between employees in the public sector and the Province contingent on growth in BC's real GDP.
3. Employees will receive a general wage increase (GWI) equal to one-half (1/2) of any percentage gain in real GDP above the forecast of the Economic Forecast Council for the relevant calendar year.
4. For greater clarity and as an example only, if real GDP were one percent (1%) above forecast real GDP then employees would be entitled to a GWI of one-half of one percent (0.5%).

### **Annual Calculation and publication of the Economic Stability Dividend**

5. The Economic Stability Dividend will be calculated on an annual basis by the Minister of Finance for each collective agreement year commencing in 2015/16 to 2018/2019 and published through the PSEC Secretariat.
6. The timing in each calendar year will be as follows:
  - (i) February Budget - Forecast GDP for the upcoming calendar year;
  - (ii) November of the following calendar year – Real GDP published for the previous calendar year;
  - (iii) November - Calculation by the Minister of Finance of fifty percent (50%) of the difference between the Forecast GDP and the Real GDP for the previous calendar year;
  - (iv) Advice from the PSEC Secretariat to employers’ associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Growth Dividend.
7. For greater clarity and as an example only:

For collective agreement year 3 (2016/17):

- (i) February 2015 – Forecast GDP for calendar 2015;
- (ii) November 2016 – Real GDP published for calendar 2015;
- (iii) November 2016 – Calculation of the 50% of the difference between the 2015 Forecast GDP and the 2015 Real GDP by the Minister of Finance through the PSEC Secretariat;
- (iv) Direction from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Growth Dividend
- (v) Payment will be made concurrent with the General Wage Increases on the first pay period after respectively February, 1, 2016, February 1, 2017, February 1, 2018 and February 1, 2019.

**Availability of the Economic Stability Dividend**

- 8. The Economic Stability Dividend will be provided for each of the following collective agreement years: 2015/16 (based on 2014 GDP); 2016/17 (based on 2015 GDP); 2017/18 (based on 2016 GDP); and, 2018/19 (based on 2017 GDP).

**Allowable Method of Payment of the Economic Stability Dividend**

- 9. Employers must apply the Economic Stability Dividend as a percentage increase only on collective agreements wage rates and for no other purpose or form.

**APPENDIX A**  
**Instructors’ Salary Scale (Annual)**

Refer to Common Agreement – Appendix A

In addition to the annual salary (above), each member of the bargaining unit shall be entitled to receive an annual salary stipend applicable to each step of the Provincial Salary Scale. This stipend is deemed to be salary for pension and all other purposes.

STEP	April 1/14	April 1/15 <sup>1</sup> 1%	Feb 1/16 <sup>1</sup> .45% ESD	April 1/16 <sup>1</sup> 0.5%	Feb 1/17 <sup>1 2</sup> 1% + ESD	April 1/17 <sup>1 2</sup> 0.5%	Feb 1/18 <sup>1 2</sup> 1% + ESD	April 1/18 <sup>1 2</sup> 0.5%	Feb 1/19 <sup>1 2</sup> 1% + ESD
1	866	875	879	883	TBD	TBD	TBD	TBD	TBD
2	811	819	823	827	TBD	TBD	TBD	TBD	TBD
3	756	763	766	770	TBD	TBD	TBD	TBD	TBD
4	725	732	735	739	TBD	TBD	TBD	TBD	TBD
5	698	705	708	712	TBD	TBD	TBD	TBD	TBD
6	672	678	681	684	TBD	TBD	TBD	TBD	TBD
7	645	652	655	658	TBD	TBD	TBD	TBD	TBD
8	619	625	628	631	TBD	TBD	TBD	TBD	TBD
9	592	598	601	604	TBD	TBD	TBD	TBD	TBD
10	566	571	574	577	TBD	TBD	TBD	TBD	TBD
11	539	544	546	549	TBD	TBD	TBD	TBD	TBD

**FORMULAS**

**Monthly Rate:** Annual Salary divided by 12

**Hourly Rate:** Monthly Salary divided by 130.50 for Appendix 2(a) *Employees*  
Monthly Salary divided by 152.25 for Appendix 2(b) *Employees*

**Daily Rate:** Hourly Rate x 6 for Appendix 2(a) *Employees*  
Hourly Rate x 7 for Appendix 2(b) *Employees*

**Other O/T:** Time and one-half (1½x) for the first two (2) hours, double-time (2x) thereafter

**Premium Rate:** Sixty cents (60¢) per hour

(a) *Employees* shall be paid in accordance with the rates of *pay* negotiated by the parties to this Agreement. For information purposes the applicable rates of *pay* are recorded as an appendix to this Agreement.

The distribution of *pay* statements shall be done in such a manner that the details of the paycheque shall be confidential.

<sup>1</sup>Effective the first day of the first full pay period after this date.

<sup>2</sup>Rates may be adjusted depending on the ESD. See Memorandum of Agreement #10 on the Economic Stability Dividend (ESD).

**APPENDIX B  
List of Arbitrators**

Bob Blasina  
Joan Gordan  
Judi Korbin  
Vince Ready  
Chris Sullivan  
Colin Taylor

MoveUp  
NLC-VI 2019