

**COLLECTIVE AGREEMENT**

**between**

**THE COLLEGE BOARD OF  
NORTHERN LIGHTS COLLEGE**

**and the**

**B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION (BCGEU)  
(LOCAL 0710 – NLC SUPPORT)**

**Effective from July 1, 2014 to June 30, 2019**

## TABLE OF CONTENTS

<b>DEFINITIONS.....</b>	<b>1</b>
<b>ARTICLE 1 - PREAMBLE .....</b>	<b>3</b>
1.1 Purpose of Agreement.....	3
1.2 Future Legislation .....	3
1.3 Conflict with Regulations.....	3
1.4 Notice of Legislative Change .....	3
1.5 Use of Singular Terms .....	3
1.6 Human Rights Code .....	3
1.7 Employee Harassment.....	3
<b>ARTICLE 2 - UNION RECOGNITION AND RIGHTS .....</b>	<b>4</b>
2.1 Bargaining Unit Defined.....	4
2.2 Bargaining Agent or Recognition.....	4
2.3 Correspondence.....	4
2.4 No Other Agreement .....	5
2.5 No Discrimination for Union Activity .....	5
2.6 Recognition and Rights of Stewards .....	5
2.7 Bulletin Boards .....	5
2.8 Union Insignia .....	5
2.9 Right to Refuse to Cross Picket Lines .....	6
2.10 Time Off for Union Business.....	6
2.11 Emergency Services .....	7
<b>ARTICLE 3 - UNION SECURITY.....</b>	<b>7</b>
<b>ARTICLE 4 - CHECK-OFF OF UNION DUES.....</b>	<b>7</b>
<b>ARTICLE 5 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES .....</b>	<b>8</b>
<b>ARTICLE 6 - EMPLOYER'S RIGHTS .....</b>	<b>8</b>
<b>ARTICLE 7 - EMPLOYER-UNION RELATIONS.....</b>	<b>8</b>
7.1 Representation .....	8
7.2 Union Bargaining Committee .....	8
7.3 Union Representatives .....	9
7.4 Technical Information.....	9
<b>ARTICLE 8 - HOURS OF WORK .....</b>	<b>9</b>
8.1 Hours of Work.....	9
8.2 Work Schedules .....	9
8.3 Conversion of Hours .....	10
8.4 Rest Periods .....	10
8.5 Standby Provisions.....	10
8.6 Meal Periods .....	10
8.7 Points of Assembly and Work Start Times.....	10
8.8 Flextime.....	11
8.9 New Employees .....	11
8.10 Probation.....	11
8.11 On-The-Job Training.....	12
8.12 Workplace Flexibility.....	12

<b>ARTICLE 9 - SHIFT WORK.....</b>	<b>12</b>
9.1 Definition of Shift for Shift Premium.....	12
9.2 Shift Premium Entitlement.....	12
9.3 Notice of Shift Schedules.....	13
9.4 Short Changeover .....	14
9.5 Exchange of Shifts .....	14
9.6 Shortfall of Shifts.....	14
<b>ARTICLE 10 - OVERTIME.....</b>	<b>15</b>
10.1 Preamble .....	15
10.2 Definitions .....	15
10.3 Authorization and Application of Overtime.....	15
10.4 Overtime Entitlement.....	15
10.5 Recording of Overtime .....	16
10.6 Sharing of Overtime.....	16
10.7 Overtime Compensation .....	16
10.8 Overtime Meal Allowances .....	16
10.9 No Layoff to Compensate for Overtime.....	17
10.10 Right to Refuse Overtime .....	17
10.11 Overtime for Part-Time Employees.....	17
10.12 Callout Provisions.....	17
10.13 Rest Interval After Overtime .....	18
<b>ARTICLE 11 - PAID HOLIDAYS .....</b>	<b>18</b>
11.1 Paid Holidays.....	18
11.2 Holidays Falling on Saturday, Sunday or Day of Rest .....	18
11.3 Holiday Falling on a Scheduled Workday.....	19
11.4 Holiday Coinciding with a Day of Vacation .....	19
11.5 Christmas or New Year's Day Off .....	19
11.6 Paid Holiday Pay.....	19
<b>ARTICLE 12 - ANNUAL VACATIONS.....</b>	<b>19</b>
12.1 Annual Vacation Entitlement .....	19
12.2 Vacation Earnings for Partial Years .....	20
12.3 Vacation Scheduling.....	20
12.4 Vacation Pay.....	21
12.5 Approved Leave of Absence With Pay During Vacation.....	21
12.6 Pre-Retirement Leave.....	22
12.7 Vacation Carryover .....	22
12.8 Callback From Vacation .....	22
12.9 Vacation Leave on Retirement .....	22
12.10 Vacation Credits Upon Death .....	22
<b>ARTICLE 13 - SHORT-TERM ILLNESS AND INJURY AND LONG-TERM DISABILITY .....</b>	<b>22</b>
13.1 Joint Early Intervention Program .....	22
<b>ARTICLE 14 - SPECIAL AND OTHER LEAVE .....</b>	<b>23</b>
14.1 Bereavement Leave .....	23
14.2 Special Leave .....	23
14.3 Family Illness .....	23
14.4 Full-Time Union or Public Duties.....	24
14.5 Leave for Court Appearances .....	24

14.6	Continuing Professional Development for Support Staff .....	24
14.7	Elections .....	27
14.8	General Leave .....	27
14.9	Leave for Medical and Dental Care .....	27
14.10	Political Activity.....	27
14.11	Maximum Leave Entitlement .....	27
14.12	Personal Illness.....	28
14.13	Other Religious Observances .....	28
14.14	Donor Leave .....	28
14.15	Leave of Absence for College Committees .....	28
<b>ARTICLE 15 - MATERNITY, PARENTAL AND ADOPTION LEAVE .....</b>		<b>28</b>
15.1	Maternity Leave .....	28
15.2	Parental Leave/Adoption Leave .....	29
15.3	Supplemental Employment Benefit for Maternity and Parental Leave .....	30
15.4	Care and Nurturing .....	30
15.5	Seniority Rights Upon Re-employment.....	31
<b>ARTICLE 16 - OCCUPATIONAL HEALTH AND SAFETY .....</b>		<b>31</b>
16.1	Conditions, Supply and Maintenance of Equipment, Working Hazards.....	31
16.2	Health and Safety Committee .....	31
16.3	Unsafe Work Conditions.....	32
16.4	Injury Pay Provision .....	32
16.5	Transportation of Accident Victims.....	32
16.6	Pollution Control.....	32
16.7	Investigation of Accidents .....	32
16.8	Occupational First Aid Requirements .....	32
16.9	Occupational Health and Safety Courses.....	33
<b>ARTICLE 17 - CONTRACTING OUT .....</b>		<b>33</b>
<b>ARTICLE 18 - HEALTH AND WELFARE.....</b>		<b>33</b>
18.1	Preamble .....	33
18.2	Basic Medical Insurance .....	34
18.3	Extended Health Care Plan .....	34
18.4	Dental Plan .....	34
18.5	Group Life.....	35
18.6	WorkSafeBC Claim .....	36
18.7	Employment Insurance.....	36
18.8	Medical Examination .....	36
18.9	Legislative Changes.....	36
18.10	Long-Term Disability .....	36
<b>ARTICLE 19 - WORK CLOTHING .....</b>		<b>37</b>
19.1	Protective Clothing .....	37
19.2	Maintenance of Clothing .....	37
19.3	Union Label .....	37
19.4	Uniforms.....	37
19.5	Lockers .....	37
<b>ARTICLE 20 - PAYMENT OF WAGES AND ALLOWANCES.....</b>		<b>37</b>
20.1	Equal Pay .....	37
20.2	Paydays.....	38

20.3	Rates of Pay .....	38
20.4	Substitution Pay .....	38
20.5	Rate of Pay on Reclassification and Promotion .....	38
20.6	Pay on Temporary Assignment .....	38
20.7	Reclassification of Position .....	39
20.8	Vehicle Allowance .....	39
20.9	Meal Allowances .....	39
20.10	Isolation Allowance .....	39
20.11	Temporary Assignment Travel - Travel for Employees - Transportation for Employees .....	39
20.12	Cashier Policy .....	40
20.13	Abnormal Working Conditions .....	40
20.14	Upgrading Qualifications .....	40
20.15	Accommodation, Board and Lodging .....	40
20.16	Transfer Expenses .....	41
20.17	Payment to Dependents on Death .....	41
20.18	Retirement Allowance .....	41
20.19	Salary Rate Upon Employment .....	41
20.20	Telephone Allowance .....	41
20.21	Salary Rate on Demotion .....	41
20.22	Hourly, Daily and Partial Month Calculations .....	41
20.23	Trades Certificates .....	42
<b>ARTICLE 21 - GENERAL CONDITIONS .....</b>		<b>42</b>
21.1	Parking .....	42
21.2	Tool Allowances .....	42
21.3	Comprehensive Insurance .....	42
21.4	Indemnity .....	42
21.5	Payroll Deductions .....	42
21.6	Copies of Agreement .....	43
21.7	Transfer of Employees Out of the College Bargaining Units .....	43
21.8	Workload/Positions Temporarily Vacant .....	43
21.9	Personal Duties .....	43
21.10	Emergency Survival Techniques .....	43
21.11	Reorganization .....	44
21.12	Security Arrangements .....	44
21.13	Employee Fitness and Ergonomics .....	44
21.14	Copyright Language .....	44
21.15	Employee Training .....	44
21.16	Pension Plan .....	44
<b>ARTICLE 22 - SECONDMENT .....</b>		<b>44</b>
22.1	Definition .....	44
22.2	Notice of Secondment .....	45
22.3	Provisions of BCGEU Agreements to Apply .....	45
22.4	Employer's Representative Designated to Handle Grievances at Step 2 .....	45
<b>ARTICLE 23 - JOB EVALUATION .....</b>		<b>45</b>
23.1	Preamble .....	45
23.2	Job Descriptions .....	45
23.3	Joint Job Evaluation Committee .....	45

23.4	Documents for Committee.....	46
23.5	Changes in Classification.....	46
23.6	Classification Review Process .....	46
23.7	Reclassification.....	46
23.8	No Delay .....	47
<b>ARTICLE 24 - SENIORITY .....</b>		<b>47</b>
24.1	Seniority Defined .....	47
24.2	Seniority List.....	47
24.3	Loss of Seniority .....	47
24.4	Re-Employment .....	48
24.5	Calculation of Seniority.....	48
<b>ARTICLE 25 - TEMPORARY AND SEASONAL EMPLOYEES.....</b>		<b>48</b>
25.1	Temporary Employees.....	48
25.2	Seasonal Employees .....	50
<b>ARTICLE 26 - SERVICE CAREER POLICY .....</b>		<b>50</b>
26.1	Postings .....	50
26.2	Union Observer.....	50
26.3	Notification .....	51
26.4	Right to Appeal .....	51
26.5	Transfers.....	51
26.6	Rehabilitation Committee .....	51
26.7	Transfers Without Posting.....	51
26.8	Interview Expenses .....	52
26.9	Administrative Provisions.....	52
26.10	Notification of Applicants .....	52
<b>ARTICLE 27 - LAYOFF AND RECALL.....</b>		<b>52</b>
27.1	Labour Force Adjustment .....	52
27.2	Menu of Labour Adjustment Strategies.....	52
27.3	Early Retirement Incentive .....	53
27.4	Layoffs May Occur .....	53
27.5	No Stacking of Entitlements .....	53
27.6	Pre-Layoff Canvass.....	54
27.7	Layoff and Recall .....	54
27.8	Role of Joint Committee .....	57
<b>ARTICLE 28 - DISCIPLINE, SUSPENSION, AND DISMISSAL .....</b>		<b>57</b>
28.1	Burden of Proof.....	57
28.2	Dismissal.....	57
28.3	Suspension .....	57
28.4	Dismissal and Suspension Grievance .....	57
28.5	Right to Grieve Other Disciplinary Action .....	58
28.6	Performance Appraisal .....	58
28.7	Personnel File.....	58
28.8	Right to Have Steward Present .....	58
28.9	Abandonment of Position .....	59
<b>ARTICLE 29 - JOINT COMMITTEES .....</b>		<b>59</b>
29.1	Joint Committee.....	59
29.2	Meetings of Committee.....	59

29.3	Chairperson of Committee .....	59
29.4	Responsibilities of Committee .....	59
29.5	Recommendations of Committee .....	60
<b>ARTICLE 30 - GRIEVANCES.....</b>		<b>60</b>
30.1	Preamble .....	60
30.2	Grievance Procedure .....	60
30.3	Step 1.....	60
30.4	Time Limits to Present Initial Grievance .....	60
30.5	Step 2.....	61
30.6	Time Limit to Reply at Step 2.....	61
30.7	Step 3.....	61
30.8	Time Limit to Reply at Step 3.....	61
30.9	Failure to Act .....	61
30.10	Time Limit to Submit to Arbitration .....	61
30.11	Administration Provisions .....	61
30.12	Suspension or Dismissal Grievance .....	62
30.13	Deviation from Grievance Procedure .....	62
30.14	Policy Grievance.....	62
30.15	Technical Objections to Grievances .....	62
30.16	Effective Date of Settlements.....	62
30.17	Amending of Time Limits.....	63
30.18	Investigator .....	63
<b>ARTICLE 31 - ARBITRATION.....</b>		<b>63</b>
31.1	Notification .....	63
31.2	List of Arbitrators .....	63
31.3	Decision of the Arbitrator.....	63
31.4	Costs .....	63
31.5	Amending Time Limits .....	64
31.6	Witnesses .....	64
<b>ARTICLE 32 - TERM OF AGREEMENT.....</b>		<b>64</b>
32.1	Duration .....	64
32.2	Notice to Bargain .....	64
32.3	Commencement of Bargaining.....	64
32.4	Changes in Agreement .....	64
32.5	Agreement to Continue in Force.....	64
32.6	Effective Date of Agreement .....	64
<b>APPENDIX 1 - Excluded Classes .....</b>		<b>66</b>
<b>APPENDIX 2 - Short-Term Disability .....</b>		<b>66</b>
<b>APPENDIX 3 - Long-Term Disability .....</b>		<b>68</b>
<b>APPENDIX 4 - Medical Travel Referral Benefit.....</b>		<b>74</b>
	Benefit Summary .....	74
	List of Eligible Expenses .....	74
	Exclusions.....	75
	Claims Adjudication .....	76

<b>APPENDIX 5 - Joint Job Evaluation Plan Manual .....</b>	<b>76</b>
<b>APPENDIX 6 - Classification Schedule .....</b>	<b>76</b>
<b>APPENDIX 7 - Salary Schedule - Support Services .....</b>	<b>77</b>
<b>APPENDIX 8 - List of Arbitrators.....</b>	<b>82</b>
<b>LETTER OF UNDERSTANDING #1 - Re: Integration with the University of Northern British Columbia .....</b>	<b>82</b>
<b>LETTER OF UNDERSTANDING #2 - Re: Job Share .....</b>	<b>82</b>
<b>LETTER OF UNDERSTANDING #3 - Re: System Wide Job Registry.....</b>	<b>82</b>
<b>APPENDIX A - Re: Post-Secondary Employers' Association Registry - FORM 001.....</b>	<b>84</b>
<b>LETTER OF UNDERSTANDING #4 - Re: Human Resources Database .....</b>	<b>85</b>
<b>LETTER OF UNDERSTANDING #5 - Re: Student Employment .....</b>	<b>85</b>
<b>APPENDIX A - Salary Schedule - Student Employment .....</b>	<b>86</b>
<b>LETTER OF UNDERSTANDING #6 - Re: Security Personnel.....</b>	<b>87</b>
<b>LETTER OF UNDERSTANDING #7 - Re: Claims Review Committee.....</b>	<b>87</b>
<b>LETTER OF UNDERSTANDING #8 - Re: Modified Workweek .....</b>	<b>88</b>
<b>MEMORANDUM OF UNDERSTANDING #9 - Economic Stability Dividend .....</b>	<b>88</b>
<b>INFORMATION APPENDIX A - Appointment Policy.....</b>	<b>90</b>

## DEFINITIONS

For the purpose of this agreement:

1. "Bargaining Unit" is the unit for collective bargaining described by the *Industrial Relations Act* of British Columbia for which the B.C. Government & 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. For the purpose of this agreement, the following definitions apply:
    - (a) "Fixed-Location" Employees means those employees who spend all or the greater part of their time at a business office where they generally perform their duties on a regular daily shift basis.
    - (b) "Field Employees" means those employees who spend all or a greater part of their time away from their business office. This term "field employees" is not synonymous to the term "field status" defined in this agreement.
    - (c) "Business Office" means the place at which a fixed-location employee normally carries out his/her duties or at which a field employee normally receives his/her office correspondence and work assignments.
    - (d) For the purpose of this agreement, "Local Work Area" will be that area or location mutually determined at the local level. Where agreement cannot be reached, the areas of disagreement shall be placed before the Joint Committee for resolution.
  3. "Continuous Employment and Continuous Service" mean uninterrupted employment in the service of Northern Lights College subject to the provisions of Article 25.3.
  4. "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.
  5. "Demotion" means a change from an employee's position to one with a lower maximum salary.
  6. "College" means Northern Lights College designated under "the College and Institute Act".
  7. "College Board" means the body described in Part 4 of the *College and Institute Act*.
  8. "Employee" means a member of the bargaining unit and includes:
    - (a) "Regular Employee" means an employee who is employed for work which is of a continuous full-time or continuous part-time nature.
    - (b) "Temporary Employee" meaning an employee who is employed subject to the provisions of Article 26.1 herein.
    - (c) "Seasonal Employee" meaning an employee who is employed for a school season which typically starts between mid-August, but no later than September 1st, and lasts no longer than June 30th and who is subject to the provisions of Article 26.2 herein.
- "Employee" does not include:
- (1) Persons excluded by the *Industrial Relations Act*.
  - (2) Incumbents of managerial or confidential positions mutually excluded by the parties to this agreement.

9. "Employer" means Northern Lights College.
10. "Campus or Learning Centre" is that area within a radius of 20 miles of where an employee ordinarily performs his/her duties. When employees are transferred the campus or learning centre may be redefined where exceptional circumstances such as unusual road conditions exist.
11. "Holiday" means the 24 hour period commencing at 00.01 hours of a day designated as a paid holiday in this agreement.
12. "Hours of Operation" are the hours established by the Employer to provide adequate service to the public and to fulfil the functions of the work unit.
13. "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.
14. "Lateral Transfer" refers to the movement of an employee from one position to another which does not constitute a demotion or promotion.
15. "Leave Of Absence With Pay" means to be absent from duty with permission and with pay. "Leave of Absence Without Pay" means to be absent from duty with permission but without pay.
16. "Pay" means rate of compensation for the job.
17. "President" of the College is the person whose duties are described in the *College and Institute Act*.
18. "Probation" shall be 913.5 hours from the date of commencement of employment.
19. "Promotion" means a change from an employee's position to one with a higher maximum salary level.
20. "Resignation" means a voluntary notice by the employee that he/she is terminating his/her service on the date specified.
21. "Rest Period" is a paid interval which is included in the workday and is intended to give the employee an opportunity to have refreshments or a rest.
22. "Shift Schedule" is the pattern of work hours established through component negotiations to meet the hours of operation.
23. "Termination" is the separation of an employee from the College for cause pursuant to Articles 26, 28, 29 of this agreement.
24. "Transfer" refers to the movement of an employee from one geographic location to another.
25. "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 travel status does not apply to employees temporarily assigned to a position outside of his/her campus or learning centre.
26. "Union" means the B.C. Government & Service Employees' Union.
27. "Workday" is a period of 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.

28. "Joint Committee" means that committee as represented by designated members of Local 0710 - NLC Support for the Union and designated college officials for the College.

29. "Child" - Whenever the word child is used in this agreement it shall be deemed to include a ward of the Superintendent of Child Welfare or a child of a spouse.

## ARTICLE 1 - PREAMBLE

### 1.1 Purpose of Agreement

(a) The purpose of this agreement is to promote and improve the development, promotion and delivery of the services provided by Northern Lights College.

(b) The terms and conditions contained in the body of this agreement are designed to promote harmonious relations and to facilitate the peaceful and amicable settlement of disputes and misunderstandings between the parties to this agreement.

### 1.2 Future Legislation

In the event that any future legislation renders null and void or materially alters any provision of the agreement, the parties will negotiate a mutually agreeable provision to be substituted for the provision rendered null and void or materially altered. All other provisions of the agreement shall remain in full force and effect.

### 1.3 Conflict with Regulations

Every reasonable effort will be made to harmonize employer policies with the provisions of this agreement. In the event of a conflict between the contents of this agreement and any policies made by the Employer, the terms of this agreement will prevail.

### 1.4 Notice of Legislative Change

The College Board agrees that they would make no proposal to amend, repeal, or revise the *College and Institute 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.

### 1.5 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.

### 1.6 Human Rights Code

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

### 1.7 Employee Harassment

(a) Union and the Employer recognize the right of all employees of the College including those listed in Appendix 1 to work in an environment free from harassment, and the Employer and the Union undertake to discipline any person employed by the Employer engaging in the harassment of another employee.

(b) *Harassment shall be defined as:*

(1) words, gestures, and actions which tend to annoy, alarm and abuse (verbally) another person and shall include the following:

- (i) a telephone call without purpose of legitimate communication; or
- (ii) insults, taunts or challenges in a manner likely to provoke violent or disorderly response; or
- (iii) makes repeated communications anonymous or at extremely inconvenient hours or in offensively coarse language; or
- (iv) subjects another to an offensive touching; or
- (v) engages in any other course of alarming conduct serving no legitimate purpose.

## **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;
- (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 & 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**

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.

The Employer agrees that a copy of any correspondence beyond routine daily business between the Employer or designate and any employee in the bargaining unit covered by this agreement pertaining to

the interpretation or application of any article in this agreement shall be forwarded to the President of the Union or his/her designate.

Where the terms of the 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 or electronic mail (email).

#### **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 whom 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 "*bcegu*". 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 *Industrial Relations Act* or appropriate legislation. 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) for employees who are representatives of the Union on a bargaining committee to attend meetings of the Bargaining Committee;
  - (4) 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 members selected by the local of the Union, who are representatives of the Union on the Bargaining Committee; however, the local reserves the right to use one additional person for technical information or advice who shall be covered by the provisions of this section.
  - (2) Time off for joint union-employer business. Where employees covered by this agreement are appointed by the Union as union representatives to joint union/management committees as specified in this agreement, they shall be granted leave of absence without loss of basic pay to attend such meetings.
  - (3) The Chairperson of the bargaining unit or alternate designated by the Union shall be granted 25% employer paid time release from a full workload per year. Such time shall be used to facilitate the operation of the collective agreement and employee/employer relationships. The Chairperson shall schedule such time with their supervisor. This provision is in addition to any other employer paid release time in the collective agreement.

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

- (c) *Union Representatives:*

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. It is understood that the aforesaid areas are those areas where an isolation allowance is paid. In such areas, the President of the Union or his/her designate shall submit a request in writing to the appropriate 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 appropriate Administrator and the union representative. Attendance at such meetings shall be considered time worked. The Employer may, upon written request from the President of the Union, or his/her designate, allow reasonable time for a designated representative of the Union on the agenda of any course, training session or seminar sponsored by the Employer for its employees. Such permission will not be unreasonably withheld.

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 appropriate legislation, 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**

- (a) All employees in the bargaining unit who on October 19, 1976 were members of the Union or thereafter became members of the Union shall, as a condition of continued employment, maintain such membership (subject only to the provisions of Section 11 of the appropriate legislation).
- (b) 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 30 days as an employee (subject only to the provisions of Section 11 of the appropriate legislation).
- (c) Nothing in this agreement shall be construed as requiring a person who was an employee prior to October 19, 1976 to become a member of the Union.

## **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 coincide with paydays pursuant to Article 21.2 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 28 days after the date of deduction and the Employer shall also provide a list of names as well as components of those employees from whose salaries such deductions have been made together with the amounts deducted from each employee.
- (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 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**

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. A new employee shall be advised of the name and location of his/her steward by the Human Resources Administrator. Whenever the steward is employed in the same work area as the new employee, the employee's immediate Supervisor will introduce him/her to the steward. The Employer shall provide all employees with electronic access to the collective agreement. New employees shall receive electronic access to their benefit plan information.

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 15 minutes sometime during the first 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.

#### **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 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 Bargaining Committee**

A union bargaining committee shall derive from the members of Local 0710 - NLC Support. The Committee shall consist of up to five persons one of whom 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. 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**

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.

## **ARTICLE 8 - HOURS OF WORK**

### **8.1 Hours of Work**

- (a) The annual hours of work exclusive of meal periods taken away from the workstation but including paid holidays will be 1,827 which is equivalent to an average of 35 hours per week.
- (b) Except as otherwise provided, the standard workweek shall consist of five consecutive days from Monday to Friday, inclusive.
- (c) Except as otherwise provided, the workday shall be seven hours duration exclusive of the meal period, and these hours shall be scheduled between 5:00 a.m. and 7:30 p.m.

### **8.2 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 shift scheduling and starting and finishing times shall be established at the local level and shall conform with the provisions of this agreement. The new schedules, once agreed upon, shall be posted as per Article 9.3. Where new shift schedules or starting and 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.
- (c) The Joint Committee shall meet within four days to consider the matter. Within three 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 subject to Definitions 12 and 22.
- (d) Pending resolution at the Joint Committee, the Employer may after 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 hours.
- (e) Employees shall be allowed reasonable time during the workday or shift for clean-up purposes.

### **8.3 Conversion of Hours**

#### **(a) *Lieu Days***

Where an employee is granted a lieu day pursuant to Article 11.2 or 11.3 of this agreement, the time off granted will be seven hours per lieu day for a full-time employee and prorated for a part-time employee.

#### **(b) *Vacation***

Where an employee is granted vacation pursuant to Article 12.1 of this agreement, and where the regularly scheduled workday is greater than seven hours per day, the annual vacation entitlement shall be converted to hours on the basis of a seven hour day and deducted accordingly.

#### **(c) *Designated Paid Holidays***

Where an employee is granted a designated paid holiday pursuant to Article 11 of this agreement, the time off granted will be seven hours per designated paid holiday for a full-time employee and prorated for a part-time employee.

### **8.4 Rest Periods**

All employees shall have two 15 minute rest periods in each work period in excess of six hours, one rest period to be granted before and one after the meal period. Employees working a shift of three and one-half hours but not more than six hours, shall receive one rest period during such a shift. Rest periods shall not begin until one hour after the commencement of work or not later than one hour before either the meal period or the end of the shift. Rest periods shall be taken without loss of pay to the employee.

### **8.5 Standby Provisions**

No employee shall be required to stand by to be called for duty under conditions which restrict their normal off-duty activities.

### **8.6 Meal Periods**

(a) Meal periods shall be scheduled as close as possible to the middle of the workday or shift. The length of the meal period shall be agreed to at the local level and shall not be less than 30 minutes nor more than 60 minutes.

(b) An employee shall be entitled to take his/her meal period away from the workstation. Where this cannot be done, the meal period shall be considered as time worked.

### **8.7 Points of Assembly and Work Start Times**

(a) Starting and finishing times within the standard hours shall be agreed to at the local level. If the starting and finishing times cannot be agreed to at the local level, the matter shall be referred to the Joint Committee. If the Joint Committee cannot reach agreement within 10 days, the matter may be referred by either side to the bargaining Principals. Until the matter is resolved by the Principals, the Employer may introduce interim starting and finishing times after a 14 day notice period.

(b) Time spent in travel in excess of the time spent in travel from the employee's residence to his/her business office and return shall be considered as time worked.

## 8.8 Flextime

- (a) For the purpose of this agreement, flextime means the hours worked by an employee or group of employees, who are given authority to:
  - (1) choose their starting and finishing times, and
  - (2) choose their length of workday within a stated maximum number of hours, subject to meeting the required annual hours of work in accordance with this agreement.
- (b) The full-time employee on flextime who has a day of absence, whether with or without pay, will be deemed to be absent for seven hours providing at least seven hours are required to complete the averaging period. If less than seven hours are required to complete the averaging period such number of hours will be deemed to be the hours of absence.
- (c) Authorization of flextime shall be in writing to the employee with a copy to the President of the Union or his/her designate.

## 8.9 New Employees

- (a) A new employee shall receive written notice, on the first day of employment, of the following:
  - (1) salary rate;
  - (2) probation period;
  - (3) classification;
  - (4) name of immediate "*supervisor*".
- (b) Upon completion of the probation period the employee shall receive written notice of confirmation of his/her regular status.
- (c) In the event that the probation period of a new employee is extended, such extension shall be in writing stating the reasons for the extension together with a copy to the local BCGEU office.

## 8.10 Probation

- (a) The probation period for regular employees shall be the first 913.5 hours of employment.
- (b) Where an extended period of time for assessment of job performance appears to be of mutual benefit, the probation period may be extended up to an additional 913.5 hours. It is the intent of the Employer to limit such extensions as much as possible.
- (c) Where a regular employee is a successful in-service applicant to a posted position he/she shall be placed on trial for a period of 280 hours. Conditional on satisfactory service, the employee shall be declared permanent after the period of 280 hours. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, he/she shall be returned to his/her former position, wage or salary rate, without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position, wage or salary rate, without loss of seniority.
- (d) Notwithstanding articles pertaining to the probation period, regular employees shall not be eligible to apply for another regular posted position within their initial probation period, except by mutual agreement of the parties.
- (e) The College President may reject any probationary employee for just cause. A rejection during probation shall not be considered a dismissal for the purpose of Article 29.4 of this agreement. 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.

(f) 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 31.7 of this agreement within 10 working days of the date on which the rejection occurred or within 10 working days of the employee receiving notice of rejection.

### **8.11 On-The-Job Training**

The Employer or its designate shall be responsible for providing job training to employees filling vacant or new positions.

### **8.12 Workplace Flexibility**

Where, for bona fide operational reasons the Employer schedules employees to work Saturday or Sunday, the following criteria shall apply:

- (a) Local collective agreement language shall apply except as expressly provided below.
- (b) New positions created and vacant positions may include Saturday and/or Sunday as a regular workday. Postings for these positions shall state the consecutive days of work.
- (c) A premium of one additional hour of pay per shift shall apply to all regularly scheduled work on Saturday and Sunday.
- (d) No employee shall be laid off or have their hours of work reduced as a result of this article.

## **ARTICLE 9 - SHIFT WORK**

### **9.1 Definition of Shift for Shift Premium**

- (a) *Definition of Shift:*
  - (1) all hours worked on any shift which starts between 4:30 a.m. and 1:59 p.m., inclusive, shall be considered a day shift;
  - (2) all hours worked on any shift which starts between 2:00 p.m. and 8:59 p.m. shall be considered a second shift;
  - (3) all hours worked on any shift which starts between 9:00 p.m. and 4:29 a.m. shall be considered a third shift.
- (b) *Shift Premium (full-time employees):*
  - 55¢ per hour for second shift
  - 65¢ per hour for third shift

### **9.2 Shift Premium Entitlement**

- (a) Employees working a second or third shift as defined in Articles 9.1(a)(2) and 9.1(a)(3) shall receive a shift premium for all hours worked on the shift.

- (b) An employee working a full shift not in receipt of a shift premium pursuant to Article 9.1(b) and working a shift which begins between 11:00 a.m. and 1:59 p.m. inclusive shall receive the second shift premium for all hours worked after 2:00 p.m.
- (c) A part-time employee will receive a shift premium of 55¢ per hour for all hours worked on a shift more than half of which is regularly scheduled between 6:00 p.m. and 6:00 a.m., except that an employee regularly scheduled to start between 10:00 p.m. and 2:00 a.m. will receive instead a shift premium of 65¢ per hour.
- (d) Employees covered by flextime and modified workweek agreements, who, by their own volition, choose to begin their shift at a time which qualifies them for a shift premium shall not be entitled to the premium. Employees who are required to begin their shift at a time which qualifies them for a shift premium shall receive the appropriate premium in accordance with Article 9.2 of this agreement.
- (e) Shift premiums will apply to overtime hours worked in conjunction with a shift. An employee who is called out between 9:00 p.m. and 4:29 a.m. shall receive the third shift premium for each hour worked during the callout period up to the commencement of his/her regularly scheduled shift.

### 9.3 Notice of Shift Schedules

Schedules of work for regular employees shall be posted at least 14 days in advance of the starting day of a new schedule.

- (a) In the event that the shift schedule for a regular employee or a temporary employee working a scheduled shift roster is changed without 48 hours advance notice and if such change is the result of the actions of another employee covered by this agreement utilizing the benefits provided for by the provisions of this agreement, the employee will receive a premium of 40¢ per hour in addition to his/her regular pay, for work performed on the first shift to which he/she changed.
- (b) In the event that an employee's shift is changed without five days advance notice and the change results from causes other than defined in Article 9.3(a), the employee shall receive pay at the applicable overtime rate for work performed on the first shift to which he/she changed except that if the change results from no fault of the Employer he/she shall not receive pay at overtime rates but shall receive the premium defined under Article 9.3(a).
- (c) Where the hours of operation require employees to be scheduled for work outside the standard hours listed in Article 8.1, shift schedules shall be established by mutual agreement at the local level. The shift patterns shall be either five days on and two days off or four days on and two days off unless otherwise agreed to by the parties to this agreement. Once the shift pattern and the length of the meal period have been agreed to, the length of the workday will be required to meet the annual hours outlined in Article 8 of this agreement.

#### (d) *Allocation of Shifts*

Where the parties to this agreement determine that shifts are to be rotated, such shifts shall be rotated on an equitable basis.

#### (e) *Split Shifts*

No shift shall be split for a period longer than the regularly scheduled meal period.

#### (f) *Changes to Work Schedules*

- (1) There shall be no change in the established shift schedules except by the mutual agreement of the parties to this agreement.

(2) Where changes in operations result in the need for changes to established shift schedules or in the introduction of shift systems, where none previously existed, work schedules necessary to meet the new requirements shall be negotiated at the local level.

(3) The Employer undertakes to give the Union 60 days' notice of anticipated changes to shift schedules.

(4) If agreement cannot be reached at the local level within 15 days of the Union's receipt of notice, the matter shall be referred to the bargaining Principals for a resolution which reconciles the hours of operation and scheduling. If the Principals are unable to reach agreement by the end of the notice period, the Employer may, with 14 days' notice, introduce an interim shift schedule. If agreement cannot be reached by the Principals, the matter shall be referred to arbitration under the provisions of Article 32 of this agreement.

(5) This article does not apply when the Employer adds a second or third shift for a period of less than 60 days when such addition does not affect the work schedules of present employees. If the Employer extends this period of time beyond 60 days, the full provisions of this article will apply.

#### **9.4 Short Changeover**

(a) If shifts are scheduled so that there are not 12 hours between the end of an employee's shift and the start of the next shift, overtime rates apply to hours worked on the succeeding shift within the 12 hour period.

(b) Where an employee exercises seniority rights to work shifts, one of which falls within the 12 hour period from the end of the previous shift, the employee shall not be entitled to claim the premium rate referred to in paragraph (a).

(c) The provisions of Article 9.4(a) shall not apply in the following circumstances:

(1) where the Employer identifies to the Union specific jobs which require a scheduled short changeover as part of the regular shift schedule, prior to posting of the job, and the Union agrees, and;

(2) the job posting specifies such hours, and the applicant is aware of such conditions; or

(3) where the Employer, through the union steward, achieves mutual agreement with an employee to work a regular shift schedule with a short changeover, and confirms such in writing with signatures of Employer, member, and steward, copied to the local Chairperson.

#### **9.5 Exchange of Shifts**

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

#### **9.6 Shortfall of Shifts**

There shall be no payback for shortfall of annual working hours in the shift systems determined in this agreement.

**ARTICLE 10 - OVERTIME****10.1 Preamble**

It is agreed between the parties that overtime should be avoided but will be permitted under extenuating circumstances.

**10.2 Definitions**

- (a) "*Overtime*" means work performed by a full-time employee in excess or outside of his/her regular 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 the straight-time rate.
- (d) "*Double-time*" means twice the straight-time rate.
- (e) "*Double-time and one-half*" means two and one-half times the straight-time rate.

**10.3 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 an act of God, an emergency situation, danger 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, in order to facilitate a fair and reasonable administration of the article, the College will draw up regulations defining the circumstances under which an employee may undertake overtime work without prior authorization. Copies of these regulations will be supplied to the Joint Committee.
- (c) Overtime authorization by a supervisor and worked by the employee will not be disallowed by management at a later date provided such overtime is properly recorded.

**10.4 Overtime Entitlement**

- (a) An employee will be entitled to compensation for authorized overtime in excess of:
  - (1) the scheduled daily hours, or
  - (2) the maximum daily hours for those employees on flextime, or
  - (3) the agreed averaging period.
- (b) For the purposes of calculating the hourly rate for overtime, an employee's monthly rate shall be divided by the monthly hours, 152.25.
- (c) Overtime shall be compensated in 30 minute increments, however, employees shall not be entitled to any compensation for periods of overtime of less than five minutes per day.

### **10.5 Recording of Overtime**

- (a) Employees shall record starting and finishing times for overtime worked in a form determined by the Employer.
- (b) The parties hereto agree that overtime records shall be kept at a central location. Such records shall be retained for a minimum of two years. Upon reasonable notice, the Employer agrees to provide the steward access to the overtime records.

### **10.6 Sharing of Overtime**

Overtime work shall be allocated on an equitable basis.

### **10.7 Overtime Compensation**

- (a) Overtime worked shall be compensated at the following rates:
  - (1) time and one-half for the first two hours of overtime on a regularly scheduled workday; and
  - (2) double-time for hours worked in excess of one; and
  - (3) double-time 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 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 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) The employee shall have the option of being compensated for overtime as pay or as 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) An employee shall not have more than 70 hours 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. Such agreement shall not be unreasonably withheld by the Employer. Any compensatory time off remaining at the end of the calendar year shall be paid in cash. However, for compensatory time earned in November or December, it may be mutually agreed to schedule such time off within the first three months of the following year.

(g) Once annually, an employee who has 35 hours of compensatory time banked as of December 1st, may set aside up to 35 hours to be taken as though it were part of their annual vacation for the following year by requesting such in writing prior to December 15th.

### **10.8 Overtime Meal Allowances**

- (a) When an employee is required to work a minimum of two and one-half 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 hour with pay will be given.

(b) If the employee continues to work overtime beyond three hours, a further meal or allowance and meal break as above shall be provided upon completion of an additional four hours worked, and upon the completion of every three 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 (\*) to permit preparation of the meal normally taken to work, the Employer shall provide the meal or pay the overtime meal allowance.

(\*) Sufficient time means one-half hour to permit preparation of the meal normally taken to work.

(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.

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

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

#### **10.10 Right to Refuse Overtime**

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

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

#### **10.11 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.

#### **10.12 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 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 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 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 hours.

(3) Compensation shall be at overtime rates for the callout period and straight-time for the regular shift without shortfall.

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

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

(1) When overtime is worked there shall be an elapsed time of eight 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 hours which do not abut the succeeding shift are worked in the 10 hours preceding the start of the regular shift, there shall be an elapsed time of eight 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 hour period following results in only two 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 Articles 10.12(b)(2) and (c)(2) then that portion of the shift shall be compensated at overtime rates.

### **10.13 Rest Interval After Overtime**

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

## **ARTICLE 11 - PAID HOLIDAYS**

### **11.1 Paid Holidays**

The following have been designated as paid holidays:

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

Any other day 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.

### **11.2 Holidays Falling on Saturday, Sunday or 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 10.7(b).

### **11.3 Holiday Falling on a Scheduled Workday**

(a) An employee who works on a designated holiday which is a scheduled workday shall be compensated at the rate of double-time 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 for hours worked, plus a day off in lieu of the holiday. The scheduling of the lieu day shall be by mutual agreement.

(b) Pursuant to (a) above, days off in lieu of paid holidays shall be scheduled within 60 days following the paid holiday by mutual agreement and be taken within one calendar year from the day following the paid holiday.

If the lieu day is not scheduled or taken pursuant to this article, it shall be paid out on the next payday.

This article does not apply where the days in lieu of paid holidays are built into the shift pattern.

### **11.4 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.

### **11.5 Christmas or New Year's Day Off**

The Employer agrees to make every reasonable effort to ensure that employees required to work shift shall have at least Christmas Day or the following New Year's Day off.

### **11.6 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 60 working days or 420 working hours preceding his/her holiday, in which case he/she shall receive the higher rate.

## **ARTICLE 12 - ANNUAL VACATIONS**

### **12.1 Annual Vacation Entitlement**

*Vacation Year* - for the purpose of this article a vacation year shall be the calendar year commencing January 1st and ending December 31st.

*First Vacation Year* - the first vacation year is the calendar year in which the employee's first anniversary falls.

(a) A regular full-time employee who has received at least 10 days' pay at straight-time rates for each calendar month will have an annual vacation entitlement as follows:

First to fifth vacation year .....	17 working days
Sixth vacation year.....	18 working days
Seventh vacation year .....	19 working days
Eighth vacation year .....	20 working days
Ninth vacation year .....	21 working days
Tenth vacation year .....	22 working days
Eleventh vacation year .....	23 working days

Twelfth vacation year ..... 24 working days  
Thirteenth to nineteenth..... 25 working days  
Twentieth vacation year..... 30 working days

(b) The period between Christmas and New Year's not designated as paid holiday in Article 11.1 is considered to be time off with pay. This does not preclude the Employer from making specific arrangements to have skeleton staff work during this period to maintain basic college operations. Employees so scheduled will be given compensatory time off on an hour off for an hour worked basis. Specific arrangements for skeleton staff will be made with as much notice as possible and following consultation with qualified employees.

(c) Conversion of Hours - Where an employee is granted vacation pursuant to this article, and where the regularly scheduled workday is greater than seven hours per day, the annual vacation entitlement shall be converted to hours on the basis of a seven hour day and deducted accordingly.

(d) Employees engaged on a part-time basis shall be entitled to annual vacation on a pro rata basis as above.

## **12.2 Vacation Earnings for Partial Years**

(a)

(1) During the first partial year of service a regular employee will earn vacation at the rate of one-twelfth of his/her annual vacation entitlement, each month for which he/she earns 10 days' pay.

(2) Subject to Article 12.7 any unused vacation earned during the first partial year will be paid to the employee at December 31st of that year.

(b) During the first and subsequent vacation years an employee will earn one-twelfth of the annual entitlement for each month in which the employee has received at least 10 days' pay at straight-time rates. Where an employee has taken more vacation than earned on the foregoing basis, the Employer shall recover the unearned portion on December 31st of that year, or on termination.

## **12.3 Vacation Scheduling**

(a) The scheduling and taking of vacations shall be on a calendar year basis.

(b) The calendar year in which an employee's first anniversary falls shall be the first vacation year. For the purpose of additional leave entitlement, the calendar year in which the eighth anniversary falls shall be the eighth vacation year; in which the ninth anniversary falls, the ninth vacation year, etc.

(c) An employee earns but is not normally entitled to take vacation leave during the first six months of continuous employment. However, with the approval of the Campus Principal or appropriate Program Director, employees may be permitted to use their accumulated credits.

(d) Subject to the provisions of this article, it is the intent of the parties that no employee shall be restricted in the time of year he/she chooses to take his/her vacation entitlement. However, the Union recognizes the importance to the Employer of bona fide operational requirements.

(1) All employees shall be allowed to take up to four weeks of their vacation entitlement, inclusive of any overtime banked as vacation under Article 10.7(g) during the period May 1st to September 30th inclusive, which shall be defined as the prime time period.

(2) For those employees who have more than four weeks' vacation entitlement, the Employer shall make every reasonable effort to allow such employees to take their complete vacation entitlement during the prime time vacation period if they so desire.

(e) Vacation schedules, once approved by the Employer, shall not be changed, other than in cases of emergency, except by mutual agreement between the employee and the Employer. The Employer shall not be unreasonable in its application of this clause.

(f)

(1) A Vacation Request Form will be circulated at each work unit by January 31st each year so that employees may indicate their preferred vacation schedule for that year. This Vacation Request Form is to be completed and returned by March 15th. The Vacation Schedule will be developed for each work unit and posted by April 1st.

(2) When developing the Vacation Schedule, seniority shall be the basis for determining which employee is able to be scheduled for the time of his/her first choice of vacation period. Where an employee chooses to split his/her vacation, his/her second choice of vacation time shall be made only after all other employees, who submitted their Vacation Request Forms prior to March 15th, have made their initial selection.

(3) For employees who submit Vacation Request Forms after March 15th, requests will be granted in order of date received and after the schedule has been developed for those employees complying with (1) above.

(4) Regular vacations shall have priority over banked vacation time during the prime time vacation period.

(5) An employee who transfers to another office or 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.

#### **12.4 Vacation Pay**

(a) Payment for vacations will be made at an employee's basic pay except if an employee has been working in a higher-paid position for a majority of the 60 working days or 420 working hours preceding his/her vacation, in which case he/she shall receive the higher rate.

(b) Once per calendar year, upon 30 days' written notice, an 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 before and paid, pursuant to Article 21.2, on the last regular payday preceding the commencement of the vacation period in question.

(c) Regular employees employed on a temporary appointment will be paid for their accrued vacation each pay period.

#### **12.5 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.

### **12.6 Pre-Retirement Leave**

An employee scheduled to retire and to receive a superannuation allowance under the applicable *Superannuation Act(s)* shall be entitled to:

- (a) a special paid leave for a period equivalent to 50% of his/her accumulated sick leave credit, to be taken immediately prior to retirement, or
- (b) a special cash payment of an amount equivalent to the cash value of 50% of his/her accumulated sick leave credit, to be paid immediately prior to retirement and based upon his/her current rate of pay.

### **12.7 Vacation Carryover**

An employee may carry over up to five days' vacation leave per vacation year for two consecutive vacation years, to a maximum of 10 days which must be taken not later than the third consecutive vacation year. Employees in their first partial year of service, who commenced prior to July 1st of that year, may carry over up to five days' vacation leave into their first vacation year. Except as provided in Article 12.2(a)(2), an employee shall not receive cash in lieu of vacation time except upon termination.

### **12.8 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 entitlement.

### **12.9 Vacation Leave on Retirement**

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

### **12.10 Vacation Credits Upon Death**

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

## **ARTICLE 13 - SHORT-TERM ILLNESS AND INJURY AND LONG-TERM DISABILITY**

- (a) Employees shall be entitled to coverage for short-term illness and injury 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 2 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.

### **13.1 Joint Early Intervention Program**

The parties have agreed to participate in the Post-Secondary Joint Early intervention Program (JEIP). The parties also agreed that the JEIP will incorporate the following principles:

- (a) Jointly Managed – The program will be jointly managed by the Employer and the Union.

- (b) Mandatory – An employee may be referred for participation in the JEIP when absent from work for five or more consecutive days or where it appears that there is a pattern of consistent or frequent absence from work. If an employee is referred, the employee must participate in the JEIP.
- (c) Rehabilitative – The JEIP is rehabilitative in nature.
- (d) Confidential – The parties involved in the program will maintain confidentiality of all information.

## **ARTICLE 14 - SPECIAL AND OTHER LEAVE**

### **14.1 Bereavement Leave**

In the case of bereavement in the immediate family an employee not on leave of absence without pay shall be entitled to special leave, at his/her regular rate of pay, from the date of death to and including the day of the funeral with, if necessary, an allowance for immediate return travelling time. Such leave shall normally not exceed five working days. Immediate family is defined as an employee's parent, wife, husband, child, brother, sister, father-in-law, mother-in-law, and any other relative permanently residing in the employee's household or with whom the employee permanently resides.

In the event of the death of the employee's grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law, the employee shall be entitled to special leave for one day for the purpose of attending the funeral. If the employee must travel in excess of 200 km to attend the funeral, bereavement leave can be extended up to three days. If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.

This article shall apply to common-law spouses and the comparable relatives of a common-law spouse.

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

Two 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 occasions within the preceding 12 months.

### **14.3 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 days paid leave at any one time for this purpose.

(b) The Employer may request of the employee a written explanation of the nature of the illness. If a pattern of absences under this provision develops, the Employer may further request a report from a qualified medical practitioner which substantiates the illness.

#### **14.4 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 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 year;
- (c) for employees elected to a public office for a maximum period of five years.

#### **14.5 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 earnings 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.

#### **14.6 Continuing Professional Development for Support Staff**

The College and the Union recognize the need for Continuing Professional Development.

##### *Provision for Continuing Professional Development*

There are two forms of Continuing Professional Development available to Support Staff:

- (1) Short Courses
- (2) Educational Leave (i.e., extended leave)

##### **1. Short 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.
- (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.
- (c) Employees who participate in a course outside of their regular working hours, when requested to do so by the Employer, shall be granted compensatory time off on a one for one basis.

This provision shall not apply in the case where a skills deficiency (or deficiencies) has been identified upon initial employment, and the employee has been advised to upgrade these skills.

(d) Leave of absence with pay shall be granted to allow employees time to write examinations for courses approved by the Employer.

## 2. *Educational Leave*

### (a) *Purpose*

Both parties recognize that improved equipment, methods and procedures create changes in job structure of the bargaining unit workforce. The parties also recognize the need to provide employees with the opportunity for career development by enabling them to prepare for promotional advancement and generally upgrade their present skills. The provisions of this article are intended to assist regular employees in maintaining and improving skills and/or to assist in preparing them for promotional opportunity.

### (b) *Joint Committee, Subcommittee, Education and Training*

The Joint Committee shall provide the College with recommendations and criteria for the evaluation of applications for educational leave and the amount of basic salary and allowances. The Joint Committee may also establish subcommittees on education and training. These subcommittees will be responsible for making recommendations to the Joint Committee regarding in-service training needs and programs and training assistance.

The Joint Committee shall be the vehicle to recommend programs which will assist employees in:

- (1) qualifying for new positions being planned through future employer expansion or reorganization;
- (2) improving their qualifications and broadening their opportunity for career development;
- (3) being retrained in the event of technological change or new methods of operation;
- (4) maintaining and improving skills utilized by their present occupational grouping.

### (c) *Educational Leave Defined*

Educational leave granted by the Employer to regular employees requesting such leave shall be in accordance with the following provisions:

- (1) The duration of educational leave granted to regular employees to take advanced or special training which will be of benefit to the employees or the Employer may be for varying periods up to one year, which may be renewed by mutual agreement.
- (2) In certain cases, educational leave may be approved for programs of independent study and/or research when the criteria for evaluating the employee's performance on such leave can be clearly established and can be shown to be of significant benefit to the employee and the Employer.
- (3) Applications for educational leave for periods of four months or longer must be submitted to the appropriate Administrator or designate six months prior to the beginning of the requested leave period.
- (4) Applications for leave of periods of less than four months should be submitted to the Principal or his/her designate with as much lead time as practical.

(5) After consideration by the appropriate Administrator or his/her designate, all applications for educational leave of four months or longer shall be forwarded to the Joint Committee for review, together with the decision of the appropriate Administrator or his/her designate, no later than two months from the date of submission. If the Joint Committee decides that the appropriate Administrator or his/her designate acted on an application for educational leave in a manner which may be in conflict with the established criteria, it may request that the decision be reconsidered. The employee shall be informed of the decision no later than three months from the date of submission. If an application for leave is denied, the employee shall be given the reasons in writing by the Employer. If an employee wishes to grieve the decision, the grievance shall commence at Step 3 of the grievance procedure.

(6) Termination of employment by the employee or by the Employer for just cause will nullify any obligation of assistance by the Employer under this article.

(7) If an employee fails to return to work on the prearranged date without reasonable cause, the employee shall be required to repay in full all monies paid under this article.

(d) *Educational Leave with Pay*

(1) An employee granted educational leave under Article 14.6(b)(3) may receive up to 100% of his/her basic salary.

(2) An employee granted educational leave under Article 14.6(b)(4) shall be required to sign a statement with a copy to the effect that, on the completion of the training, he/she will remain in the service of Northern Lights College for a period equivalent to three times the length of his/her educational leave multiplied by the percentage of basic salary.

(3) Should he/she leave the service of the College before this period expires, he/she shall refund to the College the total cost of his/her training including allowances and expenses on a pro rata basis.

(4) 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. It is the responsibility of the employee to report all additional sources of support to the Employer.

(e) *Educational Leave Without Pay*

An employee granted educational leave without pay shall be required to sign a statement to the effect that on completion of the training, he/she will remain in the service of Northern Lights College for a period equivalent to the leave granted or refund any financial assistance granted under this section on a pro rata basis.

(f) *Training Assistance*

(1) Employees may be reimbursed for up to 100% of the tuition for job-related courses approved by the College Board.

(2) Tuition fees for approved courses which lead to a diploma or a degree shall be reimbursed in the amount of 75%.

(3) Termination of employment will nullify any obligation of assistance by the Employer.

#### **14.7 Elections**

Any regular or temporary employee eligible to vote in a federal, provincial or municipal election or a referendum shall have four consecutive clear hours during the hours in which the polls are open in which to cast his/her ballot.

#### **14.8 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.

#### **14.9 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 hours, the full-time absence shall be charged to the entitlement described in Article 14.11.

(b) Employees in areas where adequate medical and dental facilities are not available shall be allowed to deduct from their credit described in Article 14.11 the necessary return travelling time to receive personal or immediate family medical and dental care at the nearest medical centre. 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.

#### **14.10 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. Before employees may receive remuneration in municipal or school board offices they must seek approval of the College Board.

##### *(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 14.4(a) to engage in the election campaign. If elected, the employee shall be granted leave of absence in accordance with Article 14.4(c). If not elected, the employee shall be allowed to return to his/her former position.

#### **14.11 Maximum Leave Entitlement**

Effective January 1, 2014, leave taken under Articles 14.2, 14.3, and 14.9 shall not exceed a total of 10 workdays per calendar year unless additional special leave is approved by the Employer.

**14.12 Personal Illness**

In any one calendar year, regular employees shall be entitled, after notifying his/her supervisor, to a maximum of six working days at 100% of pay for absences due to personal illness. Employees who exhaust all or part of their six working days entitlement at 100% of pay in a calendar year shall have it reinstated in the following calendar year upon return to work.

**14.13 Other Religious Observances**

- (a) Employees who are members of non-Christian religions are entitled to up to two days leave without pay per calendar year to observe spiritual or holy days. Such leave shall not be unreasonably withheld.
- (b) A minimum of two weeks' notice is required for leave under this provision.
- (c) Employees granted leave under this provision may utilize or reschedule unused vacation or lieu days.

**14.14 Donor Leave**

An employee shall be granted the necessary leave of absence without pay for the purpose of donating bone marrow or an organ.

**14.15 Leave of Absence for College Committees**

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

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

**ARTICLE 15 - MATERNITY, PARENTAL AND ADOPTION LEAVE****15.1 Maternity Leave**

A pregnant employee who requests leave under this section is entitled to up to 17 consecutive weeks of unpaid leave.

- (a) *Beginning*
  - (1) No earlier than 11 weeks before the expected birth date, and
  - (2) No later than the actual birth date and
- (b) *Ending*
  - (1) No earlier than six weeks after the actual birth date, or termination of a pregnancy, unless the employee requests a shorter period, and
  - (2) No later than 17 weeks after the actual birth date, or termination of a pregnancy.
- (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 weeks prior to the proposed commencement of the leave, and include the probable date of birth of the child(ren) or the date the pregnancy terminated, or stating the reasons for requesting additional leave under 15.1(d).

- (d) Maternity leave shall be extended for up to an additional 26 weeks for health reasons where a doctor's certificate is presented.
- (e) A request for a shorter period under 15.1(b)(1) must:
  - (1) Be given to the Employer at least one week before the date the employee proposes to return to work, and
  - (2) Be accompanied by a medical practitioner's certificate stating the employee is able to resume work.

## **15.2 Parental Leave/Adoption Leave**

Both mothers and fathers, natural and adopting, are entitled, upon completion of the initial probation period (waived for adopting parents) to parental leave without pay providing a written request is submitted to the Employer no later than four weeks prior to the commencement of the leave. If four weeks' notice is not possible due to unforeseeable circumstances, the request must be submitted immediately after the need for leave becomes known.

An employee who requests parental leave under this section is entitled to:

- (a) For a birth mother who takes leave under Article 15.1 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 35 consecutive weeks of unpaid leave beginning immediately after the end of the leave taken under Article 15.1 unless the Employer and the employee agree otherwise.
- (b) For a birth mother who does not take leave under Article 15.1 in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to 37 consecutive weeks of unpaid leave beginning after the child's birth and within 52 weeks after that event.
- (c) For a birth father, up to 37 consecutive weeks of unpaid leave beginning after the child's birth and within 52 weeks after that event.
- (d) For an adopting parent, up to 37 consecutive weeks of unpaid leave beginning within 52 weeks after the child is placed with the parent. The employee shall have to furnish proof of adoption.
- (e) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to an additional five consecutive weeks of unpaid leave, beginning immediately after the end of the leave taken under Article 15.2(a-d inclusive).
- (f) A request for leave must:
  - (1) Be given in writing to the Employer.
  - (2) If the request is for leave under 15.2(a), (b) or (c) be given to the Employer at least four weeks before the employee proposes to begin leave; and
  - (3) if required by the Employer, must be accompanied by a medical practitioners certificate or other evidence of the employee's entitlement to the leave.
- (g) Where both parents are employees of the Employer, the employees shall determine the apportionment of parental leave between them and shall work with their respective Administrator(s) to accommodate the leave request(s).

While an employee is on maternity/adoption/parental leave, the Employer shall maintain coverage for medical, extended health, dental, group life, and long-term disability, and shall pay the Employer's share of these premiums to a maximum period of 26 weeks.

Maternity leave for employees with less than 913.5 hours of employment with the College shall be in accordance with the *Employment Standards Act*.

An employee's combined entitlement to leave under Article 15.1 and 15.2 is limited to 52 weeks plus any additional leave the employee is entitled to under Article 15.1(d) and/or Article 15.2(e).

### **15.3 Supplemental Employment Benefit for Maternity and Parental Leave**

(a) Effective April 1, 2005, when on maternity or parental leave, an employee will receive a supplemental payment added to Employment Insurance benefits as follows:

(1) For up to 52 weeks of maternity leave, an employee who is the birth mother shall receive an amount equal to the difference between the Employment Insurance benefits and 75% of her salary calculated on her average base salary.

(2) For up to a maximum of 37 weeks of parental leave, the spouse, the biological father, the common-law partner or adoptive parent who is caring for the child shall receive an amount equal to the difference between the Employment Insurance benefits and 75% of the employee's salary calculated on his/her average base salary.

(3) The average base salary for the purpose of Clauses 15.3(a) (1) and (2) is the employee's average base salary for the 26 weeks preceding the maternity or parental leave. If the employee has been on unpaid leave for part of the preceding 26 weeks, then up to four weeks of that unpaid leave will be subtracted from the 26 weeks for the purpose of calculating the average base salary.

(b) An employee is not entitled to receive Supplemental Employment Benefits and disability benefits concurrently. To receive Supplemental Employment Benefits, the employee shall provide the Employer with proof of application for and receipt of Employment Insurance benefits.

(c) To be entitled to the above noted benefits, an employee must sign an agreement that they will return to work and remain in the Employer's employ for a period of at least six months or equivalent to the leaves taken, whichever is longer, after their return to work.

(d) Should the employee fail to return to work and remain in the employ of the Employer for the return to work period in (d) above, the employee shall reimburse the Employer for the benefits above on a pro rata basis.

### **15.4 Care and Nurturing**

If a regular employee terminates as a result of a decision to raise a dependent child or children, and is re-employed on 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 years of service seniority at the time of termination.

(b) The resignation must indicate 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 six years, the employee must not have engaged in full-time remunerative employment for any period in excess of 13 weeks.
- (d) The previous length of service shall not be reinstated until successful completion of the probationary period on re-employment.

#### **15.5 Seniority Rights Upon Re-employment**

- (a) An employee on leave under Article 15 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 15 commenced if an application for re-employment is not made four 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 16 - OCCUPATIONAL HEALTH AND SAFETY**

#### **16.1 Conditions, Supply and Maintenance of Equipment, Working Hazards**

##### **(a) 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.

##### **(b) Supply and Maintenance of Equipment**

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

##### **(c) Working Hazards**

The Employer undertakes to maintain office furniture, equipment, etc., in a practical and safe condition in order to avoid injury to employees or damage to their attire. Employees, for their part and in their own interest, are expected to advise the Employer of any such potentially injurious equipment.

#### **16.2 Health and Safety Committee**

The Employer and the Union agree to establish formal joint occupational health and safety committees in accordance with the *Workers Compensation Act* and the Occupational Health and Safety Regulations. Worker representatives will be appointed by the Union. 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, and posted on all bulletin boards. Committee members shall continue to receive the rate of pay they would have been receiving had they not been attending such meetings.

### 16.3 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 health and safety committee, or
- (2) a person designated by a health and 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 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.

### 16.4 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.

### 16.5 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.

### 16.6 Pollution Control

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

### 16.7 Investigation of Accidents

The Health and Safety Committees, as provided in Article 16.2, 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 of the Union or his/her designate of the nature and circumstances of the accident.

### 16.8 Occupational First Aid Requirements

(a) The Union and the Employer agree that 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:

Upon ratification:

Occupational First Aid Certificate, Level 3.....	\$85 per month
Occupational First Aid Certificate, Level 2.....	\$70 per month
Occupational First Aid Certificate, Level 1.....	\$55 per month

OFA allowances will be prorated for part-time employees.

### **16.9 Occupational Health and Safety Courses**

(a) There shall be established a committee composed of two representatives of the Employer and two representatives of the Union. The Committee, in consultation with WorkSafeBC, shall develop a training program for health and safety committee members dealing with the objectives and duties of health and safety committees.

(b) Those employees who by the nature of their employment are required to work in remote isolated areas shall be given the opportunity to take a Survival First Aid Course at the Employer's expense. Any disputes arising from the application or interpretation of this article shall be referred to the Committee for resolution.

## **ARTICLE 17 - CONTRACTING OUT**

(a) The Employer agrees not to contract out any work presently performed by employees covered in this agreement which would result in the laying off of such employees, including a reduction in assigned workload, or the failure to recall employees which are qualified in performing the work to be contracted out.

(b) The Employer agrees to provide, upon request of the Union, copies of all purchase service agreements to the bargaining unit President/Chairperson and to discuss the contracts that are of concern to the Union. The parties recognize the obligations of the Employer under Freedom of Information and Protection of Privacy legislation and agree to maintain confidentiality of all private information in these contracts.

## **ARTICLE 18 - HEALTH AND WELFARE**

### **18.1 Preamble**

(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 plans 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 the actual plan contracts will be provided to the Union upon request.
- (h) Effective one month following the date of ratification, the Employer agrees to amend the applicable local Extended Health Benefit Plan such that reimbursements under the plans will only be issued for prescription drugs that are included under the BC PharmaCare Formulary.

## **18.2 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 100% of the regular premium.

## **18.3 Extended Health Care Plan**

- (a) The Employer shall pay the monthly premium for regular employees entitled to coverage under a mutually acceptable extended health care plan.
- (b) Benefit Entitlement for Part-time Regular Employees – Part-time employees with regular appointments of at least 17.5 hours per week (35 hours biweekly) will be entitled to group life insurance, extended health, dental and medical benefits.
- (c) Total lifetime coverage level will be unlimited.
- (d) Hearing Aid benefit claims will be to a maximum of \$600 every five years.
- (e) Effective January 1, 2014, the Employer will pay 100% of the premium for a vision care benefit that will reimburse the actual purchase cost of corrective lenses or frames up to a maximum of \$500 per 24 month period per covered person when prescribed by a physician or optometrist.

## **18.4 Dental Plan**

The Employer shall pay the monthly premium for regular full-time and regular part-time employees entitled to coverage under a mutually acceptable plan which provides:

(a) *Plan A - 100% coverage*

Dental recall exams (polishing, application of fluoride and recall) will be limited to once every nine months except dependent children (up to age 19) and those with dental problems as approved by the Plan.

(b) *Plan B - 60% coverage*(c) *Plan C - 50% coverage*

An employee is eligible for orthodontic services under Plan C after the equivalent of six months participation in the plan. Orthodontic services are subject to a lifetime maximum payment of \$3,500 per patient.

**18.5 Group Life**

(a) The Employer shall provide a mutually acceptable group life plan with benefits equivalent to twice an employee's annual salary, with a \$40,000 minimum. The Employer shall pay 100% of the premium.

(b) Employees shall, as a condition of employment, enrol in the group life plan and shall complete the appropriate payroll deduction authorization forms.

(c) The Employer shall pay the monthly premium for employees entitled to coverage under a mutually acceptable accidental death, dismemberment and loss of sight benefit plan.

(d) (1) If death, dismemberment or loss of sight of an employee results from accidental injury within 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 .....	$\frac{3}{4}$ the principal sum
One Hand or One Foot or Sight of One Eye .....	$\frac{1}{2}$ the principal sum
Thumb and Index Finger or at Least Four Fingers of One Hand .....	$\frac{1}{4}$ the principal sum
All Toes on One Foot.....	$\frac{1}{8}$ the principal sum

(2) 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.

(3) 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.

(4) 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.

(e) *Payment to Dependents on Death:*

Where an employee dies while in the College service the following amounts shall be paid to the employee's beneficiary as designated under the Group Life Plan, if any, or in the absence of such beneficiary, to the employee's estate:

- (1) if the employee has completed one continuous year in the service of the College, one month's salary;
- (2) if the employee has completed two continuous years in the service of the College, two month's salary;
- (3) if the employee has completed three continuous years in the service of the College, three month's salary;
- (4) if the employee has completed four continuous years in the service of the College, four month's salary;
- (5) if the employee has completed five continuous years in the service of the College; five month's salary;
- (6) if the employee has completed six or more continuous years in the service of the College, six month's salary.

It is understood that this benefit is not payable in addition to that provided in Section 53 of the *Public Service Act*.

#### **18.6 WorkSafeBC Claim**

Where a regular employee is on a claim recognized by WorkSafeBC, 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 130 days for any one claim. Where an employee elects to claim leave with pay under this article, the compensation payable by WorkSafeBC shall be remitted to the Employer.

#### **18.7 Employment Insurance**

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

#### **18.8 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 2, Section 1.4.

#### **18.9 Legislative Changes**

If the premiums paid by the Employer for any employee benefit covered by this agreement is 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.

#### **18.10 Long-Term Disability**

Any employee who has banked sick leave arising from previous agreements shall at the termination of the Short-Term Sickness Plan utilize any remaining banked sick leave prior to the implementation of the Long-Term Disability Plan. Payment will be made in such fashion to ensure 100% of pay until banked leave is exhausted.

## **ARTICLE 19 - WORK CLOTHING**

### **19.1 Protective Clothing**

The Employer shall provide, upon presentation of receipts, an annual allowance of up to \$250, for protective clothing required for use in designated positions.

- (a) This shall normally include smocks, laboratory coats, or coveralls where the employee's clothes may be soiled due to the work situation, and/or where work is to be performed outdoors in inclement weather, shall include the necessary rain wear, parkas, gloves, or footwear.
- (b) Designated positions shall include: farm worker, facilities worker, mechanical services worker, tool crib attendants, daycare supervisor and daycare worker.

### **19.2 Maintenance of Clothing**

- (a) It shall be the Employer's responsibility to ensure that uniforms and clothing issues are properly cleaned, maintained, and repaired. The Employer shall bear all costs of such cleaning, maintenance and repairs.
- (b) Where special circumstances require an employee to maintain, clean, or repair the uniform or clothing issued to him/her, he/she shall receive a clothing allowance of \$10 per month for such maintenance, cleaning and repair.

### **19.3 Union Label**

Upon depletion of existing stocks, whenever possible all uniforms and clothing issued by the Employer shall bear a recognized union label.

### **19.4 Uniforms**

- (a) The Employer shall provide the appropriate uniform or wearing apparel to any employee who is required to wear a uniform.
- (b) The type of uniform or wearing apparel to be provided shall be determined by joint union employer committees.
- (c) The Employer agrees to replace individual items of the uniform upon presentation of the worn out issue.

### **19.5 Lockers**

Where employees are required to change their uniforms in the course of their normal duties, and where space is available, lockers which can be locked, shall be provided.

## **ARTICLE 20 - PAYMENT OF WAGES AND ALLOWANCES**

### **20.1 Equal Pay**

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

**20.2 Paydays**

- (a) Employees shall be paid biweekly.
- (b) The employee will be required to have his/her pay deposited electronically in a chartered bank, a trust company or credit union of the employee's choice by the Employer on or before the appropriate payday.
- (c) Each pay statement shall detail 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.

**20.3 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 pay shall be confidential.

**20.4 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 where a single rate is established. If a salary range is established, he/she shall receive the minimum rate of the new salary range or the rate in the new salary range which is the closest step to 8% above his/her current rate, whichever is greater, but not more than the top of the new salary range.
- (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.
- (c) *Selection and Pay of Substitutes*
  - (1) In the event of substitution, regular employees in the department shall be offered the position, in order of seniority, if qualified.
  - (2) Where normal supervisory staff are not available, it shall be the normal practice that a substitute be designated.

- (d) *Vacation and Long-Term Illness Relief*

Where vacation or long-term illness relief is required, the Employer shall give qualified regular employees in the same geographic location opportunity to substitute in higher paying positions and arrange for staff replacement at the lowest paying category.

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

Upon promotion or reclassification an employee shall be paid at the rate specified for the new position.

**20.6 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.

## 20.7 Reclassification of Position

- (a) An employee shall not have his/her salary reduced by reason of a change in the classification of his/her position that is caused other than by the employee.
- (b) Any employee whose position classification is changed to one with a lower maximum salary through no fault of his/her own, shall receive 50% of the negotiated salary increase applicable to the employee's new classification. Such employee shall receive the full negotiated salary increase when the maximum salary of his/her classification equals or exceeds the salary which he/she is receiving.

## 20.8 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:*

45¢ per km, effective November 1, 2005

## 20.9 Meal Allowances

Employees on travel status away from their campus or learning centre shall be entitled to a meal allowance for the time spent away from the campus or learning centre. The allowance paid shall be:

Effective November 1, 2005 - \$39.50 per day

Breakfast .....	\$9.00
Lunch.....	\$11.00
Dinner .....	\$19.50

## 20.10 Isolation Allowance

An isolation allowance shall be paid to each eligible employee. For purposes of calculating the hourly rate an employee's monthly rate shall be divided by 152.25 hours. The basis of the payment shall be as follows during the term of the contract.

Atlin.....	\$206/month
Chetwynd.....	\$90/month
Fort Nelson.....	\$96/month
Tumbler Ridge.....	\$132/month
Hudson's Hope.....	\$96/month
Dease Lake .....	\$162/month

To be effective the first of the month following the date of signing of this agreement.

## 20.11 Temporary Assignment Travel - Travel for Employees - Transportation for Employees

- (a) 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.
- (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 20.9.
- (2) Hours of work for employees on travel shall not be more than seven hours per day, exclusive of meal periods, or not more than 70 hours per two week period.
- (3) The Employer shall consult with the employee whose duties require him/her to be absent from his/her campus or learning centre for extended periods, and subject to operational requirements, shall allow the employee to travel at a time convenient to the employee.

(c) *Travel Advance*

Regular employees who are required to travel shall be provided with an adequate travel advance. The amount of advance will be determined by such factors as time away from the campus or learning centre and the frequency of reimbursement.

(d) *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 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.

## **20.12 Cashier Policy**

Employees who perform duties as cashiers shall not be penalized for cash errors. Cashiers who do make excessive or too frequent cash errors shall be:

- (a) provided with further training as a cashier; or
- (b) provided retraining with a view to relocation in a more suitable position; or
- (c) liable for disciplinary action provided there was no success in (a) or (b).

## **20.13 Abnormal Working Conditions**

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

## **20.14 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.

## **20.15 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.

#### **20.16 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 which shall be subject to review and revision during the period of this agreement by negotiations between the parties.

#### **20.17 Payment to Dependents on Death**

Where an employee dies while in the College service, amounts as described in Article 19.5(e) shall be paid to the employee's beneficiary.

#### **20.18 Retirement Allowance**

Upon retirement from service, an employee who has completed 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 month, and for each full year of service exceeding 20 years but not exceeding 30 years, is entitled to an additional amount equal to one-fifth of his/her monthly salary.

It is understood that this benefit is not payable in addition to that provided by Section 49(2) of the *Public Service Act*.

#### **20.19 Salary Rate Upon Employment**

The hiring rate of pay for a new employee shall not be higher than the rate of pay for an existing employee in the same classification.

#### **20.20 Telephone Allowance**

Employees on travel status who are required to obtain overnight accommodations shall be entitled to claim for one three minute telephone call home for every night away.

#### **20.21 Salary Rate on Demotion**

When an employee is demoted the employee shall receive the rate for the position.

#### **20.22 Hourly, Daily and Partial Month Calculations**

##### **(a) Hour-Rated Employees:**

The rate of pay for employees that are normally paid by the hour shall be calculated by dividing the monthly salary by 152.25.

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:

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

\*paid holiday = 7 hours

**20.23 Trades Certificates**

An employee required to hold a Certificate of Competency listed below and required to perform duties related to those certificates shall be paid a monthly premium in addition to their salary:

Boiler Certificate - \$25

Gasfitter Class B Certificate - \$40

**ARTICLE 21 - GENERAL CONDITIONS****21.1 Parking**

Adequate parking and plug-ins shall be provided to all employees at no cost to employees.

**21.2 Tool Allowances**

Where specific tools and equipment are required in order to perform the work, the Employer shall supply such tools and equipment and shall replace them on a one for one basis at no cost to the employee.

**21.3 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.

**21.4 Indemnity**

(a) *Civil Actions*

Except where the Joint 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 judgment against the Employer. The Employer agrees to pay any judgment 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.

**21.5 Payroll Deductions**

An employee shall be entitled to have deductions from his/her salary assigned for the purchase of Canada Savings Bonds and/or a college sponsored Registered Savings Plan.

**21.6 Copies of Agreement**

- (a) 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 0710 – NLC Support)  
Effective from July 1, 2014 to June 30, 2019

- (b) This agreement shall be printed in a union shop and bear a recognized union insignia.
- (c) The Union and the Employer desire every employee to be familiar with the provisions of this agreement, and their rights and obligations under it. For this reason, the Union and the Employer will make the agreement available electronically to all employees. A limited number of copies will be printed for distribution to the Union and Employer. The cost of such printing and distribution shall be borne equally by the parties.

**21.7 Transfer of Employees Out of the College Bargaining Units**

When the parties are made aware that employees will be transferred out of the college bargaining units to a corporation, board, agency or commission, the Joint Committee shall immediately be convened. The Committee shall be convened to facilitate the orderly transfer of employees. This article does not cover secondment of employees.

**21.8 Workload/Positions Temporarily Vacant**

- (a) The Employer agrees that, except in the case of emergency, an employee's workload will not be increased as a result of positions being temporarily vacant due to illness, vacation, leave of absence, or any other reason.
- (b) In such instances, the Employer shall give regular employees the opportunity to substitute in higher-paying positions and arrange for staff replacements at the lowest-paying category.

**21.9 Personal Duties**

It is understood by both parties that work not related to the business of the College should not be performed on the Employer's time. Where either party directly involved feels a problem exists in this area, the Union or Employer may take the matter to the Joint Committee which will attempt to resolve the dispute.

**21.10 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 Centres 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.

**21.11 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 approved by the Board 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.

**21.12 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.

**21.13 Employee 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.

**21.14 Copyright Language**

Employees who are requested to reproduce material shall do so only when copyright authorization has been provided with the request.

**21.15 Employee Training**

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

**21.16 Pension Plan**

- (a) Enrolment in the Municipal Pension Plan shall be as set out in the *Pension (Municipal) Act*.
- (b) In order to enable employees who qualify according to the *Municipal Pension Act* to buy back previous pensionable service, the Employer agrees to provide payroll deduction in an amount suitable to the employee and to provide the administration necessary to enable such buy back.

**ARTICLE 22 - SECONDMENT****22.1 Definition**

A process by which the Employer may assign an employee to another Agency, Board, Society, Commission or Employer.

## **22.2 Notice of Secondment**

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

## **22.3 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 agreements.

## **22.4 Employer's Representative Designated to Handle Grievances at Step 2**

The Employer will inform the employee of the Employer's representative designated to handle grievances at Step 2. 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 Step 2 of the grievance procedure.

# **ARTICLE 23 - JOB EVALUATION**

## **23.1 Preamble**

The Employer and the Union recognize the need to maintain the principles of Pay Equity to evaluate jobs in the bargaining unit. The parties also agree to apply the BCGEU Gender Neutral Job Evaluation Plan in accordance with those principles to all bargaining unit positions using the factors and degrees in the Plan.

The Job Evaluation Plan will be used to evaluate positions in the bargaining unit and to determine their appropriate factor ratings.

The evaluation and placement of jobs on the salary scale shall be in accordance with the Joint Job Evaluation Plan (JJEP) Manual supplemental to this collective agreement. One copy of the Manual will be catalogued in the library of each of the College's campuses and learning centres, and at least one copy will be held in each of the College and the union regional offices.

## **23.2 Job Descriptions**

- (a) The Employer shall provide to each employee a copy of his/her current job description.
- (b) The Employer agrees to supply the staff representative and the bargaining unit Chair with the job descriptions for those classified in the bargaining unit.

## **23.3 Joint Job Evaluation Committee**

- (a) The Employer and the Union shall designate in writing to each other their representatives for a joint job evaluation committee, which will handle job descriptions and classifications through the required stages. It is agreed that there shall be two representatives from the Employer and two designated by the Union. The union representatives will suffer no loss of seniority or remuneration otherwise payable by the College when such meetings are held during working hours. The Employer and the Union shall each designate a referee for the purpose of dispute resolution. Additionally, and included in such designation, the parties shall agree and name a person to act as an arbitrator that is knowledgeable of job descriptions. The Joint Job Evaluation Committee shall be governed by the Job Evaluation Manual.

- (b) The Committee has the responsibility to arrive at an agreement on each position's job description, evaluation and reasons for classification. The signatures of the Committee Co-chairs confirm their agreement on each job description and classification.
- (c) The parties agree to recognize and incorporate the standards and criteria used by the former Technical Committee.

#### **23.4 Documents for Committee**

The Joint Job Evaluation Committee is responsible for the maintenance of all documentation including evaluation results, job specifications, and individual ratings of all jobs, and shall be supplied with all relevant documentation for making position ratings. The documentation information is contained in the Joint Job Evaluation Plan Manual.

#### **23.5 Changes in Classification**

Changes in classification may occur as a result of:

- (a) a decision of the Employer, consistent with an assigned change in the duties of the position; or
- (b) a request by an employee, following an assigned change in the duties of the position; or
- (c) where the employee can demonstrate the duties of the position have changed or evolved and where those duties are required in the position since the last review; or
- (d) a decision of the Arbitrator following a referral.

#### **23.6 Classification Review Process**

- (a) An employee who feels his/her position is incorrectly classified or the job description is outdated may request through his/her immediate excluded supervisor a copy of his/her current job description and classification. The employee shall obtain and complete the Exhibit "A" to outline his/her current duties and responsibilities and discuss these with his/her immediate excluded supervisor.
- (b) The employee shall submit a written request for a job classification review and a copy of the Exhibit "A" to the Employer and union Co-Chairs of the Joint Job Evaluation Committee.
- (c) The Joint Job Evaluation Committee will review and, where necessary, prepare an updated job description and classification.
- (d) Reviews will be adjudicated by the Joint Job Evaluation Committee in accordance with the process outlined in the Joint Job Evaluation Plan Manual.
- (e) When the Joint Job Evaluation Committee is in agreement with regard to a decision under Clause 24.6, that decision shall be final and binding.

#### **23.7 Reclassification**

Reclassification requests approved by the Joint Job Evaluation Committee shall be retroactive to the date the request was filed with the excluded supervisor or another earlier date that can be verified by the Joint Job Evaluation Committee.

### 23.8 No Delay

The procedure set out above is not intended to interfere with or delay the posting or filling of new positions, as the new rate ultimately settled on will be made retroactive to the date the position was first filled by the employee.

## ARTICLE 24 - SENIORITY

### 24.1 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 24.1(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 26.6 or 26.7 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.

### 24.2 Seniority List

The Employer shall maintain, post and update annually at each campus and learning centre, 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 once per year.

### 24.3 Loss of Seniority

A regular employee on leave of absence without pay, other than leave of absence for an elected or appointed position of the Union, shall not accrue seniority for any leave taken after the first 30 calendar 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.

A regular employee on leave to take a temporary appointment outside the support bargaining unit and within the faculty for a period of less than six months shall retain and accrue seniority.

An employee on a claim recognized by WorkSafeBC 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 24.4, he/she voluntarily terminates his/her employment or abandons his/her position.

- (c) He/she is on layoff for more than one year.
- (d) If he/she takes a temporary appointment for over six months they shall retain, but not accrue seniority during the time spent on the temporary appointment for up to 12 months.
- (e) He/she is employed on a temporary appointment and declines three separate offers to temporary work on three separate occasions in a six month period.

The refusal of work for the following reasons shall not have the decline count as an occurrence as noted above:

- (1) Absence on a WorkSafeBC claim;
- (2) Maternity, parental or adoption leave;
- (3) Bereavement leave;
- (4) Illness, proof of illness may be required if the illness is expected to be greater than five days;
- (5) Illness of a child or inability to obtain child care;
- (6) Absent on union leave;
- (7) Jury duty;
- (8) Medical or dental appointments;
- (9) Any single offer of work which is less than 35 hours.

#### **24.4 Re-Employment**

A regular employee who resigns his/her position and within 60 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.

#### **24.5 Calculation of Seniority**

Upon successful completion of the probationary period, seniority shall be counted from the first day of regular employment with the College.

### **ARTICLE 25 - TEMPORARY AND SEASONAL EMPLOYEES**

#### **25.1 Temporary Employees**

- (a) An employee will be considered to be temporary if he/she is employed to work for a duration of less than 1522.5 hours.
- (b) A temporary employee will receive a temporary appointment clearly stating his/her expected term of appointment and classification. Such term not to exceed 1522.5 hours.
- (c) If any temporary employee is employed longer than 1522.5 hours in a two year period he/she will automatically be considered to be a regular employee with 10 months regular service seniority. Each temporary job is subject to the standard probation period as defined elsewhere in this agreement.

- (d) Temporary employees will not have the benefit of the regular employee layoff provisions of the collective agreement. These employees would cease employment at the end of their fixed term of employment.
- (e) After working an accumulated number of hours equivalent to the probation period, temporary employees shall have such hours of service, from the first date of their employment, recognized for the purposes of applying as an internal applicant for a position. In the event the selection process requires a tiebreaker, the hours of service shall be the determining factor.
- (f) Temporary employees will not accumulate regular service seniority except as noted in (c) above. However, a temporary employee will accumulate temporary seniority only after having completed a qualifying period of 30 working days of temporary employment within any two year period. Such temporary seniority will lapse if the employee was unavailable for or declined any two separate offers of temporary work on two separate days, or if he/she received no offers of work within a one year period. Temporary employees who have completed the qualifying period will be subject to recall to temporary work based upon their temporary seniority and qualifications for the work, by geographic location.
- (g) A temporary employee will lose temporary seniority if he/she:
- (1) is terminated for just cause, or
  - (2) abandons his/her position.
- (h) Notwithstanding Article 25(f) above, regular employees who are on layoff pursuant to Article 28 shall be given priority in order of their service seniority in recall to temporary employment. Time spent in temporary employment shall count as temporary employee seniority and shall not accrue to service seniority pursuant to Article 24.
- (i) Except as otherwise noted in this article, the provisions of Articles 11, 12, 13, 14, 15, 18, 24 and 27 of this agreement do not apply to temporary employees. The provisions of other articles of this agreement apply to temporary employees, except as otherwise indicated. Temporary employees shall be entitled to bereavement leave, however, such leave shall be without pay.
- (j) Temporary employees are not entitled to accumulate vacation credits or sick leave credits but will be paid the equivalent of 6% of their earnings in lieu of vacation credits.
- (k) Temporary employees shall receive compensation of 50¢ per hour worked in lieu of health and welfare benefits.
- (l)
- (1) Temporary employees who work the day before and the day after a paid holiday, or who have worked 15 of the previous 30 days, shall be compensated for the holiday. This section shall not apply to employees who have been terminated and are not on layoff status.
  - (2) A temporary employee who is qualified in (1) to receive compensation for the holiday and who is required to work on that day shall be compensated at the same rate as regular employees in the same situation, as outlined in Article 10 of this agreement.
- (m) Court actions arising from employment which requires a temporary employee's attendance at court shall be with pay.

## 25.2 Seasonal Employees

- (a) Seasonal employees are employed in permanent positions where the incumbent receives annual notice of layoff that contains an anticipated recall date.
- (b) Seasonal employees accrue vacation and generally, will not be permitted to take vacation during the school year. Seasonal employees have the option of taking their vacation as a lump sum payment at the end of the season or in time as regular scheduled vacation after their layoff date.
- (c) Seasonal employees receive health and welfare benefits throughout the year including during their layoff period.

## ARTICLE 26 - SERVICE CAREER POLICY

### 26.1 Postings

- (a) All regular vacancies and all temporary vacancies of 30 calendar days or longer for bargaining unit positions to be filled shall be posted within 30 calendar 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)
  - (1) A person who occupies a part-time regular position where the hours are increased permanently shall be offered the increased hours up to a maximum of full-time. In the event the additional hours are not accepted, those additional hours shall be posted pursuant to (a) above.
  - (2) A person who occupies a part-time regular position where the hours are increased on a temporary basis for less than 90 calendar days shall be offered the increased hours up to a maximum of full-time. In the event the additional hours are not accepted, those additional hours shall be offered to qualified employees in order of seniority within the campus or learning centre.
- (c) A temporary position which becomes regular, shall be posted pursuant to Article 26.1(a).
- (d) 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 discriminating manner.
- (e) Notices shall be posted on the appropriate bulletin board at least seven working days prior to the closing date of the competition, except as recommended by the Joint Committee referred to in Section (a) above and except as provided for in Article 29.4 of this agreement.
- (f) In order that all employees have an equal opportunity to apply on vacant or new bargaining unit positions, employees shall be allowed to submit a "*Letter of Preference*" indicating which position/classification they wish to apply on. Letters of Preference shall remain valid for three months.

### 26.2 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.

### **26.3 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 working days of receiving notification of the name and classification of the successful applicant. Where no such requests have been received within two working days of receiving notification, the appointment of the successful applicant may be confirmed.

### **26.4 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 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 30 of this agreement.

### **26.5 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.

Should a regular employee choose not to relocate, the employee may elect:

- (1) Vacancy selection pursuant to Article 27.7(c);
- (2) Severance pay pursuant to Article 27.7(h).

### **26.6 Rehabilitation 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. Rehabilitation Committee shall be established to review cases of such employees. The Committee shall consist of two members appointed by the Employer, two members appointed by the Union, and a Medical Doctor who shall act as chairperson. The Rehabilitation 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 Rehabilitation 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.

### **26.7 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 Rehabilitation Committee outlined in Article 26.6 shall consider any applications or requests presented to the Committee. Each request for special consideration shall be judged solely on its merit.

#### **26.8 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.

#### **26.9 Administrative Provisions**

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

#### **26.10 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 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 27 - LAYOFF AND RECALL**

#### **27.1 Labour Force Adjustment**

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

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

It is incumbent upon the Employer to communicate effectively with employees and the Union as soon as the impact of any funding reduction or shortfall or profile change has been assessed.

If a workforce reduction is necessary, the Joint Labour/Management Committee will canvass employees in a targeted area or other areas over a 14 day period, or such longer time as the Committee agrees, to find volunteer solutions that provide as many viable options as possible and minimize potential layoffs.

#### **27.2 Menu of Labour Adjustment Strategies**

To minimize layoffs, the following menu of labour force adjustment strategies will be considered and whenever reasonably possible, offered by the Employer at the appropriate time in the employee reduction process set out in this agreement:

- Job sharing
- Reduced hours of work through partial leaves
- Transfers to other areas within the bargaining unit subject to available work and meeting qualifications, with minimal training required

- Paid and unpaid leaves of absence for use to seek alternate employment, retirement adjustment, retraining, etc.
- Voluntary severance
- Purchasing past pensionable service. If permissible the Employer will match a minimum of three years' contributions to the appropriate pension plan (Employer Pension Plan, Municipal Pension Plan or Public Service Pension Plan) where an employee opts for early retirement
- Early retirement incentives
- Agreed secondment
- Retraining
- Trial retirement
- Continuation of health and welfare benefits
- Combinations and variations of the above or other alternatives

### **27.3 Early Retirement Incentive**

- (a) The Employer may make a written offer of an early retirement incentive to permanent employees, age 55 or over, and have a minimum of 10 years' contributory pensionable service.
- (b) The offer will advise the employee of the right to consult his or her Union, the early retirement date, the specific amount of the incentive, the payment schedule, any financial counselling being offered to the employee at the expense of the institution, and the availability of any continuation of medical, extended health or other benefits in a group of the institutions employees or retirees.
- (c) Acceptance or rejection must be communicated in writing by the employee within 30 days of the date of the offer, unless this period is extended by mutual agreement.
- (d) The amount of the incentive will be based on regular salary, without inclusion of premium rates or the employee's experience earning premium rates of pay, in the following amounts:

<u>Full Years to Retirement</u>	<u>Incentive</u>
1 .....	Up to 20% of annual salary
2 .....	21% up to 40% of annual salary
3 .....	41% up to 60% of annual salary
4 .....	61% up to 80% of annual salary
5 or more .....	81% up to 100% of annual salary

### **27.4 Layoffs May Occur**

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

### **27.5 No Stacking of Entitlements**

While various options may be considered and offered, there will be no stacking of entitlements.

**27.6 Pre-Layoff Canvass**

- (a) Where the Employer identifies a need to proceed with a layoff of regular employee(s), under Article 27.1 or 27.2 of the collective agreement, the Employer shall notify the Union, in writing, prior to issuing any layoff notices.
- (b) If the Union requests, the Employer will meet with the Union, within five days of the notice, to discuss the need to proceed with a layoff, the scope of the pre-layoff canvass and any related matter including a review of the strategies outlined in Article 27.2.
- (c) It is understood that employees selecting severance under this provision shall not be entitled to bumping or recall rights. A voluntary resignation and severance payment or early retirement must prevent a layoff of an employee who would be entitled to layoff notice or severance pay under the collective agreement.
- (d) Employees who are canvassed and who voluntarily respond to the canvass must do so in writing within 14 calendar days of receipt of the notice.
- (e) When the number of employees responding is greater than the reduction number identified by the Employer, the employee(s) with the most service seniority will be granted their pre-layoff option.
- (f) The Employer will confirm the employee's option with the employee and the Union, in writing, within seven calendar days. This selection is final and binding.
- (g) If no employee(s) voluntarily choose the pre-layoff options, the Employer will proceed with layoff notice as per the collective agreement.

**Layoff**

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.

**27.7 Layoff and Recall**

In the event of a layoff of regular employees the following shall apply:

- (a) Where the employee's position is relocated, he/she shall be offered the position in the new location. An employee may decline an offer pursuant to this clause.
- (b) The Employer shall notify employees who are to be laid off 20 days prior to the effective date of layoff. If the employee has not had the opportunity to work 20 full days after notice of layoff, he/she shall be paid in lieu of work for that part of the 20 days during which work was not made available.
- (c) An affected employee subject to layoff shall have the right to fill vacancies and to displace employees in the following manner and sequence:
  - (1) The employee to be laid off shall be the employee with the least service seniority in the same campus geographic location.

(2) The employee shall be placed on the basis of seniority into a vacancy in accordance with (i) through (vi) below:

	Fill Vacancy	Classification	Geographic Location
(i)	Vacancy	Same	Same
(ii)	Vacancy	+/-Comparable	Same
(iii)	Vacancy	Other	Same
(iv)	Vacancy	Same	Other
(v)	Vacancy	+/-Comparable	Other
(vi)	Vacancy	Other	Other

(3) An employee subject to layoff who has not been placed into a vacancy in accordance with (2) above, shall have the right to displace junior employees. The Employer will identify the least senior employee pursuant to Subsections (i) to (vi) below, and the identified position will be offered to the employee in accordance with, and in sequence of (i) through (vi) below.

	Displace Junior Employee	Classification	Geographic Location
(i)	Displace	Same	Same
(ii)	Displace	+/-Comparable	Same
(iii)	Displace	Other	Same
(iv)	Displace	Same	Other
(v)	Displace	+/-Comparable	Other
(vi)	Displace	Other	Other

(4) "*Comparable*" includes a job with a salary range of minus (-)15% or plus (+)10% of the employee's original classification.

(5) The displacement option pursuant to Article 27.7(c)(3) shall be voluntary.

(6) Notwithstanding (2) and (3) above, an affected employee subject to layoff may choose to go on the temporary employee recall list for the campus geographic location, pursuant to Clause 25.1(h).

(7) In the event that an employee is not placed pursuant to any of the above options he/she shall claim severance pay.

(d) *Job Offers pursuant to (c) above:*

(1) If an employee refuses one job offer in the same geographic location, and with a salary or maximum step pay range comparable to his/her existing position, he/she shall claim severance pay as outlined in Clause 27.7(h). For the purposes of this clause, comparable means the same or 10% higher salary than his/her present position.

(2) If an employee refuses a maximum of two job offers in the same geographic location wherein the salary or maximum step in the range is not more than 15% less than his/her present position he/she shall claim severance pay as outlined in Clause 27.7(h).

(3) Where an employee is offered a position(s) pursuant to Article 27.7(c)(2)(iii) to (vi), such employee may decline the offer(s) and proceed to Article 27.7(c)(3), unless a vacancy exists in the comparable subsection in Article 27.7(c)(2) (Same location where applicable).

(4) An employee who fails to elect severance pay in (1) and (2) above shall be paid severance pay as outlined in Article 27.7(h).

(e) In all cases, the regular employee must possess the qualifications, as determined by the Joint Committee, to perform the work available.

(f) *Retraining and Adjustment Period*

Employees who assume a new position pursuant to this article will receive job orientation, including, where deemed appropriate by the Joint Committee current in-service training, and shall be allowed a reasonable time to familiarize himself/herself with his/her new duties.

Probation shall be waived if the employee is transferred to a similar position which has related duties.

(g) *Payout of Sick Leave*

When an employee age 55 or older opts for severance pay he/she will also qualify in accordance with Article 12.6(a), for an amount equal to 50% of accumulated sick leave credits on the date of severance.

(h) *Severance Pay*

Within 30 days of receipt of notice of layoff, or of refusing job offers in accordance with Article 27.7 (d), a regular employee will be entitled to severance pay based upon years of service as follows:

Two years' service but less than three years' service .....	Six weeks' pay
Three years' service but less than four years' service .....	Eight weeks' pay
Four years' service but less than five years' service .....	10 weeks' pay
Five years' service but less than six years' service .....	12 weeks' pay
Six years' service but less than seven years' service .....	16 weeks' pay
Seven years' service but less than eight years' service .....	18 weeks' pay
Eight years' service but less than nine years' service .....	20 weeks' pay
Nine 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.

If transferred to another campus and the employee chooses not to relocate his/her residence, he/she may opt to have the money that would have been used for relocation to be applied to a mileage allowance as outlined in Article 20.8 of the collective agreement.

This does not preclude the employee from cancelling the above-mentioned arrangement at a later date and using whatever amount of money that is left for the purpose of relocating to his/her new position.

(i) *Recall*

Recall of regular employees shall be in order of service seniority providing the employee is qualified and able to perform the work which is available after a period of familiarization. An employee who declines an offer pursuant to this paragraph shall be deemed to have declined placement in the College and shall claim severance pay.

Employees shall be placed on a recall list for a period of one year, for the purpose of recall to a regular position within the campus geographic location.

(j) *Seniority*

An employee shall not accumulate seniority while on layoff.

## **27.8 Role of Joint Committee**

(a) The Joint Committee shall provide for continuing consultation and cooperation between the parties with respect to the relocation, training and placement of employees who are subject to layoff.

(b) The Union and the employer representatives on the Committee shall have the authority to waive by mutual agreement any portion of Article 27 where it is considered by them to be fair and equitable, provided such waiver is also with agreement of the employee who is seeking placement via the Joint Committee.

(c) The Employer will make available to the Committee a list of vacant positions and a list of the employees issued notices, laid off, retired, received severance pay, or placed pursuant to Article 27, by classification and location.

(d) The Joint Committee shall establish a schedule of comparable classifications.

(e) The Employer agrees to supply the Joint Committee with as much notice as possible of employees expected to be designated for layoff.

(f) The Committee shall form the Committee specified in Article 21.12 and may recommend a plan to deal with multiple layoffs resulting from major or extraordinary closures, reorganizations or program terminations.

## **ARTICLE 28 - DISCIPLINE, SUSPENSION, AND DISMISSAL**

### **28.1 Burden of Proof**

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

### **28.2 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.

### **28.3 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.

### **28.4 Dismissal and Suspension Grievance**

All dismissals and suspensions will be subject to formal grievance procedure under Article 30 of this agreement. A copy of the written notice of dismissal or suspension shall be forwarded to the President

of the Union and to the local B.C. Government & Service Employees' Union Area Office within five days of the action being taken.

### **28.5 Right to Grieve Other Disciplinary Action**

Disciplinary action which may be grieved by the employee shall include written censures, letters of reprimand and adverse reports or performance evaluation. 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. 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 18 months from the date it was issued provided there has not been a further infraction. 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.

### **28.6 Performance Appraisal**

It is recognized that the performance appraisal of all employees is the responsibility of the Employer.

Where a formal appraisal of an employee's performance is carried out, the employee shall be given five calendar days after the interview to read and review the appraisal. Provision shall be made on the performance appraisal form for an employee to sign it. The form shall provide for the employee's signature in two 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 a performance appraisal unless the signature indicates disagreement with the appraisal. An employee shall, upon request, receive a copy of this performance appraisal at time of signing. 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.

### **28.7 Personnel File**

- (a) An employee shall be permitted to review his/her personnel file in the presence of the Human Resources Director or his/her designate, upon written request, with two 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.

### **28.8 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 and 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.

### **28.9 Abandonment of Position**

An employee who fails to report for duty for four 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.

## **ARTICLE 29 - JOINT COMMITTEES**

### **29.1 Joint Committee**

There shall be established for the College at least one joint committee composed of members equal in numbers for the Union and the College. The Joint Committee shall consist of union appointed representatives from Local 0710 - NLC Support. The minimum size of this committee shall be two representatives from Local 0710 - NLC Support and two and representatives from the College. This committee may establish subcommittees or ad hoc committees as it deems necessary and shall set guidelines and operating procedures for such committees.

### **29.2 Meetings of Committee**

The Joint Committee shall meet at least once every 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 the time spent on this Committee.

### **29.3 Chairperson of Committee**

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

### **29.4 Responsibilities of 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) Immediate responsibilities of committee:

The Committee shall submit recommendations to the bargaining Principals on the following areas of concern:

- (a) Jurisdictional areas, numbers of stewards, and bulletin boards pursuant to Article 2 of this agreement.

- (b) Recommendations pursuant to Article 14.6 of this agreement.
- (c) Such other matters referred to the Committee by this agreement.

### **29.5 Recommendations of Committee**

- (a) Once recommendations pursuant to Article 29.4 of this agreement have been reached at the level of the Joint Committee, these recommendations shall be referred within 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 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 30.4 of this agreement, the issue under dispute shall be submitted to the bargaining Principals, who shall meet to attempt to resolve the dispute within 30 days.

## **ARTICLE 30 - GRIEVANCES**

### **30.1 Preamble**

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

### **30.2 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, suspension, rejection, or dismissal of an employee bound by this agreement. The procedure for resolving a grievance shall be the grievance procedure in this article. The employee should attempt to resolve any dispute with the local supervisor before starting the grievance procedure.

### **30.3 Step 1**

In the first step of the grievance procedure every effort shall be made to settle the dispute with the immediate excluded 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.

### **30.4 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 30.5, must do so no later than 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.

**30.5 Step 2**

- (a) Subject to the time limits in Article 30.4, 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.

**30.6 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 10 working days of receiving the grievance at Step 2.

**30.7 Step 3**

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

- (a) within 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 10 working days after the Employer's reply was due.

**30.8 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 10 working days of the grievance at Step 3.

**30.9 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.

**30.10 Time Limit to Submit to Arbitration**

Failing satisfactory settlement at Step 3, and pursuant to Article 31, either party may inform the other in writing of his/her intention to submit the dispute to arbitration within:

- (a) 10 working days after Step 3 decision has been received;
- (b) 10 working days after the Step 3 decision was due.

**30.11 Administration Provisions**

- (a) Grievances and replies at Step 3 of the grievance procedure and notification to arbitrate shall be by Priority Post (signature required).

(b) Grievances, replies and notification shall be deemed to be presented on the day on which they are mailed Priority Post, and received on the day they were signed for at the appropriate office of the Employer or the Union.

### **30.12 Suspension or Dismissal Grievance**

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

(b) The grievance shall be heard by an arbitration board (or a single arbitrator if mutually agreed) within 10 working days of the date the Step 3 decision was due. The Chairman or single arbitrator, shall be selected from a mutually agreed list on the basis of the person who is available to hear the case within 10 days.

(c) The parties may each name a nominee to the Board, but the nominees must be available on the date acceptable to the Chairman.

(d) The Arbitration Board shall announce its decision orally or by letter within 10 working days of the hearing, with written reasons to follow.

### **30.13 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.

### **30.14 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 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.

### **30.15 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.

### **30.16 Effective Date of Settlements**

Settlements reached at any step of the grievance procedure in this article, other than Article 30.14, 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.

**30.17 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.

**30.18 Investigator**

(a) Where a difference arises between the parties relating to the discipline, suspension or dismissal 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 terms of the collective agreement, Ms. J. Korbin, or a substitute agreed to by the parties, shall at the request of both parties:

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

(b) Option For Binding Recommendation:

While the grievance investigation process is intended to yield only non-binding recommendations, the parties may agree that the recommendations will represent a binding award, in the manner of an arbitration award. Such agreement must be made in advance of the appointment of the investigator.

**ARTICLE 31 - ARBITRATION****31.1 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 30, notify the other party within 15 working days of the receipt of the reply at Step 3, of its desire to submit the difference or allegations to an arbitration.

**31.2 List of Arbitrators**

The arbitrators agreed to in Appendix 8 shall serve on a rotating basis. If none of these arbitrators is 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.

**31.3 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.

**31.4 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.

**31.5 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.

**31.6 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.

**ARTICLE 32 - TERM OF AGREEMENT****32.1 Duration**

This agreement shall commence July 1, 2014, and be binding and remain in effect to midnight June 30, 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 April 1, 2019, but in any event not later than April 30, 2019.
- (b) Where no notice is given by either party prior to April 30, 2019 both parties shall be deemed to have been given notice under this section on April 30, 2019 and thereupon Article 33.3 of this agreement 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 agreement, the parties shall, within 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**

All provisions, except as otherwise noted, will be effective as of the date of signing.

**SIGNED ON BEHALF OF  
THE UNION:**

---

Stephanie Smith  
President, BCGEU

---

Juanita Fraser  
Bargaining Chairperson

---

Megan King  
Bargaining Committee

---

Cleo Baker  
Bargaining Committee

---

Kathy Weaver  
Staff Representative

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

---

Bryn Kulmatycki  
President and CEO

---

Jessie Drew  
Executive Director of Human Resources

---

Anndra Graff  
VP of Finance and Corp Services

---

Roy Daykin  
Post-Secondary Employers' Association

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

## **APPENDIX 1**

### **Excluded Classes**

President (1)  
 Vice President (2)  
 Associate Vice President (2)  
 Campus Administrator (5)  
 Dean (5)  
 Financial Services Manager (1)  
 Information Systems Manager (1)  
 Confidential Secretary (2)  
 Executive Assistant (2)  
 Payroll/Benefits Administrator (1)  
 Contract Services Coordinator (1)  
 Human Resources Administrator (1)  
 Administrative Assistant (3)  
 Registrar/Dean of Learner Support Services (1)  
 Associate Registrar (1)  
 Regional Facilities Manager (1)  
 Director Human Resources (1)  
 Executive Director - NLC Foundation (1)  
 Conflict Resolution Advisor (1)  
 Health, Safety and Environmental Advisor (1)  
 Communications/Marketing Manager (1)

## **APPENDIX 2**

### **Short-Term Disability**

#### **1.1 Eligibility**

- (a) Regular employees shall be covered by the Short-Term Illness and Injury Plan upon completion of 913.5 hours of service with the Employer and up to age 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 913.5 hours active service in such a position.
- (b) Regular employees with less than 913.5 hours of service who are unable to work because of an illness or an injury are entitled to six days coverage at full pay or prorated if a part-time employee, on the part-time percentage of time at date of hire.
- (c) Regular employees with 457 hours but less than 913.5 hours of service will be entitled to 15 weeks (75 working days) of coverage, consisting of the above six days, or what remains of the six days entitlement, at full pay and the remainder of the 15 weeks at 66⅔% of pay to the Employment Insurance Commission maximum weekly sickness benefit level.
- (d) Notwithstanding (a), (b), and (c) above where a regular employee is on claim recognized by WorkSafeBC, 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 130 days for any one claim, in lieu of short-term plan benefits as outlined in Section 1.2. In such cases the compensation payable by WorkSafeBC shall be remitted to the Employer.

## **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 a benefit of up to 26 weeks of short-term disability at 75% of pre-disability income, to a maximum of \$1,200 per week. This benefit commences on the sixth consecutive calendar day of disability. Personal illness leave (Article 14.12) will be applied to the waiting period. Employees who have accumulated sick leave credits under the old sick leave plan will have their accumulated sick leave credits frozen but will supplement their 75% of pay benefit under the new plan by using 25% of a days' 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 five working days again become unable to work because of the same illness or injury, will have their 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 five 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 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 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 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 WorkSafeBC 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 regular 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 days per calendar year, one day shall be considered to be one day regardless of the regularly scheduled workday. Calculation for part-time employees and partial pays will be on a prorated basis.

### **1.10 EI Premium**

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

### **1.11 Short-Term Illness Plan**

Employees who become ill or disabled while on leave of absence without pay shall be entitled to their normal coverage of the Short-Term Illness and Injury Plan on the date which they were scheduled to return to work.

## **APPENDIX 3 Long-Term Disability**

### **1.1 Eligibility**

- (a) Regular full-time employees shall be covered by the Long-Term Disability Plan upon completion of 913.5 hours 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 913.5 hours 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 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) 66% of the first \$3,000 of monthly earnings, and
  - (2) 50% of the monthly earnings above \$3,000.
  - (3) The amount of the sum of (1) above and (2) above shall not exceed \$8,200.

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 month period, taking into consideration any retroactive adjustments. The date of disability for determining the commencement of the first two years of disability shall be the day following the last month of the short-term plan period, or an equivalent six 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 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 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 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 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 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 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 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 85% of the employee's earnings at the date of disability but in no event for more than 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 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 (1) above apply except that the rehabilitative employment may continue for 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 90 day period prior to the date of hire unless he/she has completed 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 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 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 exceed either:

- (1) 100% of basic pay; or
- (2) the applicable benefit percentage of the individual average total monthly income in the 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 governments 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 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 months and the employee again suffers a total disability 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 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 months prior to his/her 65th 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 18 months of absence without pay except that if the leave is for educational purposes the maximum period will be extended to two 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 became 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 reviewed by a mutually acceptable external committee. 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 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.

## APPENDIX 4

### Medical Travel Referral Benefit

#### Benefit Summary

<i>Deductible Amount:</i>	None
<i>Benefit Amount:</i>	100% of eligible expenses
<i>Individual Maximum:</i>	\$10,000 per year
<i>Coverage limitations</i>	<ul style="list-style-type: none"> <li>• \$125 per day for a maximum of 50 days per calendar year for all eligible expenses combined;</li> <li>• Where an employer requires it, receipts must be submitted with the expense claim;</li> <li>• Where the eligible expenses exceed \$125 per day for the year, but do not exceed the average of \$125 per day for the year, the average will be paid. For example, where the expenses claimed in a given calendar year are \$150 day one, \$125 day two and \$160 day three, a total of \$375 will be paid. Where the expenses claimed in a given calendar year are \$150 day one, \$75 day two and \$300 day three, a total of \$375 will be paid;</li> <li>• Coverage will not be provided for travel and expenses incurred outside of BC except where the cost of travel to Alberta is less than the required travel within BC;</li> <li>• Referral must be made by a physician to a specialist (a physician whose specialized services and treatments routinely performed are those that general practitioners do not perform).</li> </ul>

#### List of Eligible Expenses

<b>Medical Travel:</b>	<p>When ordered by the attending physician because in his/her opinion adequate medical treatment is not available within a 100 kilometre radius of the employee's home campus, the following are included as eligible expenses:</p> <ul style="list-style-type: none"> <li>• Public transportation (e.g. scheduled air, rail, bus, taxi and/or ferry);</li> <li>• Automobile use as set out in the policy or collective agreement (as applicable) of employee's institution.</li> </ul>
<b>Accommodation:</b>	<p>Where transportation has been provided as outlined above, accommodation in a commercial facility, Easter Seal House, Heather House, Vancouver Lodge, Ronald McDonald House, or other similar institutions as approved by the administrator, before and after medical treatment.</p>

**Meals:** Where transportation has been provided above, reasonable and customary expenses for meals as set out in the policy or collective agreement (as applicable) of the employee's institution.

**Attendant:** Where necessary, and at the request of the attending physician, transportation and accommodation of an attendant (e.g. family member or registered nurse) in connection with expenses incurred under items 1 and 2 above.

#### **Exclusions**

**No benefit shall be payable for:**

- Charges which are considered an insured service of any provincial government plan;
- Charges which are considered an insured service under the extended health plan, or any other group plan in force at the time;
- Charges for a surgical procedure or treatment performed primarily for beautification, or charges for hospital confinement for such surgical procedure or treatment;
- Charges for medical treatment, transport or travel, other than specifically provided under eligible expenses;
- Charges not included in the list of eligible expenses;
- Charges for services and supplies which are furnished without the recommendation and approval of a physician acting within the scope of his/her licence;
- Charges which are not medically necessary to the care and treatment of any existing or suspected injury, disease or pregnancy;
- Charges which are from an occupational injury or disease covered by any Workers' Compensation legislation or similar legislation;
- Charges which would not normally have been incurred but for the presence of this coverage or for which the employee or dependant is not legally allowed to pay;
- Charges which the administrator is not permitted, by any law to cover;
- Charges for dental work where a third party is responsible for payments of such charges;
- Charges for bodily injury resulting directly or indirectly from war or act of war (whether declared or undeclared), insurrection or riot, or hostilities of any kind;
- Charges for services and supplies resulting from any intentionally self-inflicted wound;

- Charges for experimental procedures or treatment not approved by the Canadian Medical Association or the appropriate medical speciality society;
- Charges made by a physician for travel, broken appointments, communication costs, filling in forms, or physician's supplies.

#### **Claims Adjudication**

**To claim benefits,  
the employee or  
dependant must:**

- Submit original receipts or photocopies of receipts if accompanied by an explanation of benefits from another carrier, and a claim form;
- Provide explanation and proof to support the claim including itemized bill and the attending physician's statement that the referral to the location where treatment was received was medically necessary;
- Provide explanation and proof to support the claim that an attendant (if any) was necessary and made at the request of an attending physician.

The Employer shall pay 100% of the premiums.

#### **APPENDIX 5**

##### **Joint Job Evaluation Plan Manual**

(Separate Document)

#### **APPENDIX 6**

##### **Classification Schedule**

The Employer will post and maintain the support Classification Schedule of the bargaining unit jobs on the NLC website.

**APPENDIX 7**  
**Salary Schedule - Support Services**

**Salary Rates Effective April 1, 2014**

**1% Wage Increase**

Class	Annual	Monthly	Semi-Monthly	Hourly	Class
4	35,026.63	2,918.89	1,459.45	19.17	4
5	35,795.55	2,982.96	1,491.48	19.59	5
6	36,625.19	3,052.10	1,526.05	20.05	6
7	37,434.02	3,119.50	1,559.75	20.49	7
8	38,284.45	3,190.37	1,595.19	20.95	8
9	39,154.55	3,262.88	1,631.44	21.43	9
10	40,044.88	3,337.07	1,668.54	21.92	10
11	40,995.92	3,416.33	1,708.17	22.44	11
12	41,926.75	3,493.90	1,746.95	22.95	12
13	42,877.78	3,573.15	1,786.58	23.47	13
14	43,869.29	3,655.77	1,827.89	24.01	14
15	44,860.79	3,738.40	1,869.20	24.55	15
16	45,892.77	3,824.40	1,912.20	25.12	16
17	46,944.98	3,912.08	1,956.04	25.70	17

The new hire rate is 97% of the regular scale and will be effective for one year (1827 hours) after initial hire.

**Salary Rates Effective: July 1, 2015**

**1% Wage Increase**

Class	Annual	Monthly	Semi-Monthly	Hourly	Class
4	35,376.90	2,948.08	1,474.04	19.36	4
5	36,153.51	3,012.79	1,506.40	19.79	5
6	36,991.44	3,082.62	1,541.31	20.25	6
7	37,808.36	3,150.70	1,575.35	20.69	7
8	38,667.29	3,222.27	1,611.14	21.16	8
9	39,546.10	3,295.51	1,647.76	21.65	9
10	40,445.33	3,370.44	1,685.22	22.14	10
11	41,405.88	3,450.49	1,725.25	22.66	11
12	42,346.02	3,528.84	1,764.42	23.18	12
13	43,306.56	3,608.88	1,804.44	23.70	13
14	44,307.98	3,692.33	1,846.17	24.25	14
15	45,309.40	3,775.78	1,887.89	24.80	15
16	46,351.70	3,862.64	1,931.32	25.37	16
17	47,414.43	3,951.20	1,975.60	25.95	17

Effective the first day of the first full pay period after this date.

The new hire rate is 97% of the regular scale and will be effective for one year (1827 hours) after initial hire.

**Salary Rates Effective May 1, 2016****Economic Stability Dividend – 0.45%**

Class	Annual	Monthly	Semi-Monthly	Hourly	Class
4	35,536.10	2961.34	1,480.67	19.45	4
5	36,316.20	3,026.35	1,513.18	19.88	5
6	37,157.90	3,096.49	1,548.25	20.34	6
7	37,978.50	3,164.88	1,582.44	20.79	7
8	38,841.29	3,236.77	1,618.39	21.26	8
9	39,724.06	3,310.34	1,655.17	21.74	9
10	40,627.33	3,385.61	1,692.81	22.24	10
11	41,592.21	3,466.02	1,733.01	22.77	11
12	42,536.58	3,544.72	1,772.36	23.28	12
13	43,501.44	3,625.12	1,812.56	23.81	13
14	44,507.37	3,708.95	1,854.48	24.36	14
15	45,513.29	3,792.77	1,896.39	24.91	15
16	46,560.28	3,880.02	1,940.01	25.48	16
17	47,627.79	3,968.98	1,984.49	26.07	17

Effective the first day of the first full pay period after this date.

Refer to Memorandum of Understanding #9 re: Economic Stability Dividend

The new hire rate is 97% of the regular scale and will be effective for one year (1827 hours) after initial hire.

**Salary Rates Effective July 1, 2016****0.5% Wage Increase**

Class	Annual	Monthly	Semi-Monthly	Hourly	Class
4	35,713.78	2,976.15	1,488.08	19.55	4
5	36,497.78	3,041.48	1,520.74	19.98	5
6	37,343.69	3,111.97	1,555.99	20.44	6
7	38,168.39	3,180.70	1,590.35	20.89	7
8	39,035.50	3,252.96	1,626.48	21.37	8
9	39,922.68	3,326.89	1,656.00	21.85	9
10	40,830.47	3,402.54	1,663.45	22.35	10
11	41,800.17	3,483.35	1,701.27	22.88	11
12	42,749.26	3,562.44	1,781.22	23.40	12
13	43,718.95	3,643.25	1,821.63	23.93	13
14	44,729.91	3,727.49	1,863.75	24.48	14
15	45,740.86	3,811.74	1,905.87	25.04	15
16	46,793.08	3,899.42	1,949.71	25.61	16
17	47,865.93	3,988.83	1,994.42	26.20	17

Effective the first day of the first full pay period after this date

The new hire rate is 97% of the regular scale and will be effective for one year (1827 hours) after initial hire.

**Salary Rates Effective May 1, 2017****1% Wage Increase plus Economic Stability Dividend**

<b>Class</b>	<b>Annual</b>	<b>Monthly</b>	<b>Semi-Monthly</b>	<b>Hourly</b>	<b>Class</b>
4	36070.92	3005.91	1502.96	19.74	4
5	36862.76	3071.90	1535.95	20.18	5
6	37717.13	3143.09	1571.55	20.64	6
7	38550.07	3212.51	1606.26	21.10	7
8	39425.86	3285.49	1642.75	21.58	8
9	40321.91	3360.16	1680.08	22.07	9
10	41238.77	3436.56	1718.28	22.57	10
11	42218.17	3518.18	1759.09	23.11	11
12	43176.75	3598.06	1799.03	23.63	12
13	44156.14	3679.68	1839.84	24.17	13
14	45177.21	3764.77	1882.39	24.73	14
15	46198.27	3849.86	1924.93	25.29	15
16	47261.01	3938.42	1969.21	25.87	16
17	48344.59	4028.72	2014.36	26.46	17

Effective the first day of the first full pay period after this date.

Refer to Memorandum of Understanding #9 re: Economic Stability Dividend

The new hire rate is 97% of the regular scale and will be effective for one year (1827 hours) after initial hire.

**Salary Rates Effective July 1, 2017****0.5% Wage Increase**

<b>Class</b>	<b>Annual</b>	<b>Monthly</b>	<b>Semi-Monthly</b>	<b>Hourly</b>	<b>Class</b>
4	36,251.27	3,020.94	1,510.47	19.84	4
5	37,047.07	3,087.26	1,543.63	20.28	5
6	37,905.72	3,158.81	1,579.41	20.75	6
7	38,742.82	3,228.57	1,614.29	21.21	7
8	39,622.99	3,301.92	1,650.96	21.69	8
9	40,523.52	3,376.96	1,688.48	22.18	9
10	41,444.96	3,453.75	1,726.88	22.68	10
11	42,429.26	3,535.77	1,767.89	23.22	11
12	43,392.63	3,616.05	1,808.03	23.75	12
13	44,376.92	3,698.08	1,849.04	24.29	13
14	45,403.10	3,783.59	1,891.80	24.85	14
15	46,429.26	3,869.11	1,934.56	25.41	15
16	47,497.32	3,958.11	1,979.06	26.00	16
17	48,586.31	4,048.86	2,024.43	26.59	17

Effective the first day of the first full pay period after this date.

Wage rates may be adjusted depending on the ESD

Refer to Memorandum of Understanding #9 re: Economic Stability Dividend

The new hire rate is 97% of the regular scale and will be effective for one year (1827 hours) after initial hire.

### Salary Rates Effective May 1, 2018

#### 1% Wage Increase, plus Economic Stability Dividend

Class	Annual	Monthly	Semi-Monthly	Hourly	Class
4	36,613.78	3,051.15	1,525.58	20.04	4
5	37,417.54	3,118.13	1,559.07	20.48	5
6	38,284.78	3,190.40	1,595.20	20.96	6
7	39,130.25	3,260.85	1,630.43	21.42	7
8	40,019.22	3,334.94	1,667.47	21.90	8
9	40,928.76	3,410.73	1,705.37	22.40	9
10	41,859.41	3,488.28	1,744.14	22.91	10
11	42,853.55	3,571.13	1,785.57	23.46	11
12	43,826.56	3,652.21	1,826.11	23.99	12
13	44,820.69	3,735.06	1,867.53	24.53	13
14	45,857.13	3,821.43	1,910.72	25.10	14
15	46,893.55	3,907.80	1,953.90	25.67	15
16	47,972.29	3,997.69	1,998.85	26.26	16
17	49,072.17	4,089.35	2,044.68	26.86	17

Effective the first day of the first full pay period after this date.

Wage rates may be adjusted depending upon the ESD

Refer to Memorandum of Understanding #9 re: Economic Stability Dividend

The new hire rate is 97% of the regular scale and will be effective for one year (1827 hours) after initial hire.

### Salary Rates Effective July 1, 2018

#### 0.5% Wage Increase

Class	Annual	Monthly	Semi-Monthly	Hourly	Class
4	36,796.85	3,066.40	1,533.20	20.14	4
5	37,604.63	3,133.72	1,566.86	20.58	5
6	38,476.20	3,206.35	1,603.18	21.06	6
7	39,325.90	3,277.16	1,638.58	21.52	7
8	40,219.32	3,351.61	1,675.81	22.01	8
9	41,133.40	3,427.78	1,713.89	22.51	9
10	42,068.71	3,505.73	1,752.87	23.03	10
11	43,067.82	3,588.99	1,794.50	23.57	11
12	44,045.69	3,670.47	1,835.24	24.11	12
13	45,044.79	3,753.73	1,876.87	24.66	13
14	46,086.42	3,840.54	1,920.27	25.23	14
15	47,128.02	3,927.34	1,963.67	25.80	15
16	48,212.15	4,017.68	2,008.84	26.39	16
17	49,317.53	4,109.79	2,054.90	26.99	17

Effective the first day of the first full pay period after this date.

The new hire rate is 97% of the regular scale and will be effective for one year (1827 hours) after initial hire.

### Salary Rates Effective May 1, 2019

#### 1% Wage increase plus Economic Stability Dividend

Class	Annual	Monthly	Semi-Monthly	Hourly	Class
4	37,164.82	3,097.07	1,548.54	20.34	4
5	37,980.68	3,165.06	1,582.53	20.79	5
6	38,860.96	3,238.41	1,619.21	21.27	6
7	39,719.16	3,309.93	1,654.97	21.74	7
8	40,621.51	3,385.13	1,692.57	22.23	8
9	41,544.73	3,462.06	1,731.03	22.74	9
10	42,489.40	3,540.78	1,770.39	23.26	10
11	43,498.50	3,624.88	1,812.44	23.81	11
12	44,486.15	3,707.18	1,853.59	24.35	12
13	45,495.24	3,791.27	1,895.64	24.90	13
14	46,547.28	3,878.94	1,939.47	25.48	14
15	47,599.30	3,966.61	1,983.31	26.05	15
16	48,694.27	4,057.86	2,028.93	26.65	16
17	49,810.71	4,150.89	2,075.45	27.26	17

Effective the first day of the first full pay period after this date.

Wage rates may be adjusted depending upon the ESD

Refer to Memorandum of Understanding #9 re: Economic Stability Dividend

The new hire rate is 97% of the regular scale and will be effective for one year (1827 hours) after initial hire.

#### Service Increment

In recognition of length of service to the College, the Employer agrees to pay each employee who has reached the accumulated service levels below, additional compensation for time worked in each subsequent pay period at the following rates:

9,137.5 hours.....15¢ per hour  
 18,275.0 hours.....30¢ per hour  
 27,412.5 hours.....45¢ per hour  
 36,550.0 hours.....60¢ per hour

Formula: Hourly Rate:.....Monthly rate divided by 152.25  
 Daily Rate:.....Hourly rate x 7  
 Annual Rate: .....Monthly rate x 12

**APPENDIX 8**  
**List of Arbitrators**  
(See Article 32.2)

R. Keras  
C. Taylor  
G. Beaulieu  
B. Foley

**LETTER OF UNDERSTANDING #1**  
**Re: Integration with the University of Northern British Columbia**

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

DATED: January 15, 2001

**LETTER OF UNDERSTANDING #2**  
**Re: Job Share**

Approvals for job sharing will be done on an individual basis after consultation with the Union. In each case, a written approval will be issued which will include the start and end date of the arrangement and an explanation of what will happen if one party leaves or wants to terminate the arrangement. Job shares will not result in any increased cost to the Employer for benefits or any other substantial items. No employee shall be adversely affected as a result of any job sharing agreement.

DATED: January 15, 2001

**LETTER OF UNDERSTANDING #3**  
**Re: System Wide Job Registry**

The PSEA will establish and maintain a system-wide electronic registry of job postings and the necessary supporting database.

**1. Posting**

- (a) Employers shall ensure that the internal selection procedure in the applicable local collective agreement has been concluded prior to job postings being listed on the system-wide registry.
- (b) Institutions will post on the Registry all employment opportunities of half-time or more and longer than three months in duration that are available to applicants beyond those employed by the institution.
- (c) Postings will be removed from the registry one week after the closing date.
- (d) Employers may elect to include job postings from institutions not covered by this agreement.
- (e) Unions, employers and employees have the right to access the information on the system-wide registry. Computer terminal access will be provided and the location will be mutually agreed at the local level. Where internet access is not available, other arrangements will be made.

**2. Electronic Registry of Eligible Employees (Registrants)**

- (a) Employees covered by the agreement are eligible for listing on the system-wide registry if they are regular employees who have received notice of layoff or who have been laid off.
- (b) Laid-off employees will become ineligible in the following situations:
  - (1) They are recalled or appointed to an equivalent position at the institution from which they were laid off;
  - (2) They obtain an equivalent position as a result of being listed on the system-wide registry; or
  - (3) Upon expiration of the employee's recall rights, or two years from the date of registration, whichever is later.

**3. Application Procedure**

- (a) An employee applies for a listing on the system-wide registry through the employee's Human Resources Department by completing the form attached to this LOU.
- (b) The institution will immediately forward the completed form to the PSEA who will list eligible employees on the system-wide registry.
- (c) A registrant is responsible to ensure the information is current and to immediately notify the Employer and the local union if the registrant is no longer available for employment through the Registry.

**4. Registrant Applying for Vacancies**

- (a) It is the responsibility of registrants listed on the system-wide registry to inquire about and apply for the available positions.
- (b) Registrants applying for a posted position in the manner prescribed by the posting institution must inform the institution at the time of application that they are a registrant on the system-wide registry and what their registry status is as per the form attached to this LOU.

**Rights of Registrants****(a) *Entitlement for Interview***

Registrants who apply for a job posting at an institution who meet the selection criteria as described in the job posting will be interviewed in person, by phone, or video conference. In the event that more than five qualified registrants apply, the institution shall interview the five most senior qualified registrants plus qualified external applicants. Registrants will be given preference over external applicants for registry job postings. Selection will be made on the basis of selection language in the local collective agreements.

**(b) *Entitlements for Successful Applicants***

- (1) Orientation/Training: A registrant who accepts an offer of available work shall be entitled to a reasonable amount of orientation and training.
- (2) Benefits: Registrants who are eligible for health and welfare benefits at the hiring institution shall have the waiting period(s) waived subject to carrier provisions.

(3) Seniority: All registrants who accept an offer of available work at the hiring institution shall have their seniority recognized for all purposes other than severance accrual for subsequent layoff. If necessary, the seniority will be recalculated in accordance with the collective agreement of the hiring institution.

(4) Relocation Costs for Registrants: Relocation costs for successful applicants who change residence as a result of the hiring that are supported by proper proof of expenditures within 90 days of commencing employment, will be paid by the hiring institution in accordance with its relocation policies and practices for the position for which the registrant was hired.

(5) Recall and Repayment: An employee hired from the Registry who is recalled by an institution and returns to work at the institution will pay relocation costs from that institution that hired him/her in accordance with its relocation policies and practices for the position for which the registrant was hired.

(6) Reporting of Registry Activities: Employers shall report all registry activities to the Joint Committee, including names of those interviewed and those hired.

#### APPENDIX A

##### Re: Post-Secondary Employers' Association Registry - FORM 001

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

**LETTER OF UNDERSTANDING #4****Re: Human Resources Database**

The parties agree to provide and support the accumulation and dissemination of available data to the Post-Secondary Employers' Association, or some other mutually agreed upon organization. The parties may undertake joint projects for the comparative analysis of such data.

The parties recommend that the Ministry of Advanced Education provide funding to assist in the gathering, analysis, and maintenance of such data through the agreed upon organization.

The parties believe that their ongoing and collective bargaining relationships are enhanced through useful, timely and accessible data on relevant human resources matters, including those listed below.

Relevant matters include:

(a) *Health and Welfare*

- (1) Types of coverage
- (2) Participation rates
- (3) Premiums
- (4) Cost Sharing
- (5) Commission Costs
- (6) Available studies commissioned by Government Agencies (e.g.: comparative benefit analysis)
- (7) Carrier Contracts

(b) *Collective Bargaining*

- (1) Wage information and any other bargaining unit compensation information requested
- (2) Demographics: age, sex, salary, placement, and status
- (3) Analysis of local collective agreements within the system
- (4) Pension Plan participation rates

(c) *Contract Administration*

- (1) Arbitration, Labour Relations Board and other decisions and costs thereof for the system
- (2) Local Letters of Understanding

DATED: January 15, 2001

**LETTER OF UNDERSTANDING #5****Re: Student Employment**

The parties recognize the value of Northern Lights College providing meaningful student employment opportunities to support students' needs to gain employment skills and on-the-job training. During the term of this agreement, there may be work performed by students in accordance with the following terms and conditions. Student employment will be utilized only to accomplish specified work requirements of a limited duration.

Work Study Program and Seasonal Student Employment

1. Students hired to carry out the principal duties of a job covered by an existing classification specification shall be classified accordingly and paid according to the rate established for that position. No student shall be employed for such duties while qualified and available members of the bargaining unit are on layoff status, nor shall students replace or fill positions contained within the bargaining unit. For the purposes of this Memorandum, the Joint Job Evaluation Committee shall determine whether students are carrying out the principal duties of the job.
2. Students hired to carry out special jobs not normally carried out by employees in the bargaining unit shall be entitled to the rates of pay outlined in Appendix "A" to this Memorandum.
3. "Seasonal" means a period not to exceed four consecutive months (16weeks).
4. In the event there is a dispute as to whether a student hired under this program should be classified in accordance with Points 1 or 2 preceding, the dispute shall be dealt with through the grievance procedure in the collective agreement.
5. In the event the dispute is not resolved by the completion of Step 3 of the grievance procedure, either of the parties may refer the dispute to arbitration in accordance with the collective agreement, or the parties may, by mutual agreement refer the dispute to the "Investigator" pursuant to Article 31.18 of the collective agreement.
6. The parties agree that students employed and paid as per this agreement will be considered "temporary employees" and receive the appropriate benefits as per the collective agreement. Temporary employees hired pursuant to this agreement shall be considered terminated for cause upon completion of the program and shall not retain seniority.
7. The Employer agrees to provide supervision of students in the performance of their assigned duties.
8.
  - (a) The standard or maximum hours of work for Work Study students will be no more than 20 hours per week. A student must be a student of Northern Lights College.
  - (b) Work study students will work for not more than two consecutive four month terms.
  - (c) The standard hours of work for seasonal Student Employment students will be seven hours per day and 20 hours per week, except during periods of summer employment, generally May 1st - August 31st. These standard hours of work may be varied by mutual agreement between the Union and the Employer provided that no employee works more than 10 hours in one day and 70 hours in a biweekly period.
  - (d) Total number of students employed during any one calendar year shall not exceed 30.

#### APPENDIX A

##### Salary Schedule - Student Employment

STUDENT: ..... minimum wage

A supervisory allowance of \$50 per month will be paid if the position requires supervisory duties.

**LETTER OF UNDERSTANDING #6****Re: Security Personnel**

The parties agree to the College's request to change the shift schedules for the two Security Personnel on the Dawson Creek Campus as follows:

- Commencing August 28th, 2000
- Four days on, four days off
- Shift starts at 1:00 p.m. to 12:00 a.m. inclusive of rest periods (paid)
- One hour meal period (6:00 p.m. to 7:00 p.m. unpaid)
- Third shift premium to apply to all hours worked
- Provisions of Article 11 as per the current agreement

Date Signed: November 21, 2000

**LETTER OF UNDERSTANDING #7****Re: Claims Review Committee**

The parties signatory to this LOU have agreed to import the Claims Review Committee language from the Faculty collective agreement to the Support Staff collective agreement by way of this LOU effective upon ratification of the tentative collective agreement.

The above mentioned Claims Review Committee language from the Faculty collective agreement is reproduced here:

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 reviewed by a claims review committee composed of three medical doctors; one designated by the claimant, one 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 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.

The parties further agree the Claims Review Committee language contained in Appendix 4, Article 1.13 of the current collective agreement which became effective on July 1, 2006 shall be suspended as long as this Letter of Understanding remains in effect.

Dated: September 7, 2011

**LETTER OF UNDERSTANDING #8****Re: Modified Workweek**

- (a) The parties agree to form a committee by no later than February 28, 2013 to deal with the implementation of a modified workweek program.
- (b) The Committee will have two representatives from the Employer and two representatives from the bargaining unit plus a union staff representative and management representative when requested.
- (c) The mandate of the Committee shall include, but shall not be limited to:
- developing the operating guidelines, application process and criteria for consideration for participation in a modified workweek;
  - the modified workweek shall be at no cost to the Employer and will not result in a reduction in workload;
  - communicating the modified workweek program and trial period to all eligible employees;
  - assessing and approving or rejecting applications (with explanation);
  - developing and providing an internal complaint/appeal process for applicants and/or supervisors;
  - assessing the operation of the program and providing a written recommendation to continue, modify or discontinue the program within one month after one year of operation of the program.
- (d) The Committee will make recommendations to their Principals regarding the above. Any recommendations to be adopted by the parties are subject to ratification by the parties' Principals.

**MEMORANDUM OF UNDERSTANDING #9****Economic Stability Dividend****Definitions**

1. In this Letter of Agreement:

"*Collective agreement year*" means each 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 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;

"*GW*" 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 payday after the commencement of the 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 (GW) equal to one-half 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 1% above forecast real GDP then employees would be entitled to a GW of 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 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 three (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 Stability 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.

**INFORMATION APPENDIX A  
Appointment Policy**

The following is included for information purposes only and does not form part of the collective agreement.

**1. Appointments**

All appointments to the College shall be based on merit.

**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 concerned.

The Joint Committee will recommend the procedures to be followed in considering the factors used to determine merit.

**3. 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 College President.