

COLLECTIVE AGREEMENT

between the

**THE COLLEGE BOARD OF
NORTHERN LIGHTS COLLEGE
(Local 710 – NLC Faculty)**

and the

**B.C. GOVERNMENT AND SERVICE
EMPLOYEES' UNION (BCGEU)**

Effective from April 1, 2007 to March 31, 2010

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DEFINITIONS

For the purpose of this Agreement:

1. "Bargaining Unit" is the unit for collective bargaining described by the *Labour Relations Code* for which the B.C. Government and Service Employees' Union was certified by the Labour Relations Board of British Columbia on October 19, 1976 and includes all the employees of Northern Lights College.
2. "Campus or Learning Centre" is that area within a radius of twenty (20) miles of where an employee ordinarily performs his/her duties. When employees are transferred the campus or learning centre area may be redefined where exceptional circumstances such as unusual road conditions exist.
3. "Chair" - Primary role is to coordinate, under the direction of the Program Director, the activities of a designated group of instructors and/or ancillary staff. (Some instruction may be required.)
4. "Child" when used in this Agreement, shall be deemed to include a ward of the Superintendent of Child Welfare or a child of a spouse.
5. "College" means Northern Lights College designated under the *College and Institute Act*.
6. "College Board" means the body described in Part 3 of the *College and Institute Act*.
7. "Continuous Employment and Continuous Service" means uninterrupted employment in the service of Northern Lights College subject to the provisions of Article 11.3.
8. "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.
9. "Demotion" means a change from an employee's position to one with a lower maximum salary.
10. "Department" or "Functional Area" means the operational or administrative subdivision of the College within which an employee is appointed and assigned workload and includes geographic limitations.
11. "Distance Education" - for the purposes of Article 14.6(c) — Distance Education is a method of instructional delivery that enables learning to take place outside the traditional setting.
12. "Employee" means a member of the bargaining unit and includes:
 - (a) "Regular Full-Time Employee" means a person who holds an appointment to ongoing work with a full-time annual workload within one or more departments or functional areas.
 - (b) "Regular Part-Time Employee" means a person who holds an appointment to an ongoing annual workload of less than full-time within one or more departments or functional areas.
 - (c) "Non-Regular Employee" means a person employed on any basis other than regular as defined above."Employee" does not include:
 - (1) persons excluded by the *Labour Relations Code*;
 - (2) Incumbents of managerial or confidential positions mutually excluded by the parties to this Agreement.
13. "Employee Security" means the array of entitlements to continued employment, health and welfare and other benefits, and other rights available to employees through this Agreement.

14. "Employer" means Northern Lights College.
15. "Holiday" means the twenty-four (24) hour period commencing at 00.01 hours of a day designated as a paid holiday in this Agreement.
16. "Hours of Operation" are the hours established by the Employer to provide adequate service to the public and to fulfill the functions of the work unit.
17. "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.
18. "Joint Committee" means that committee as represented by designated members of Local 710 - NLC Faculty for the Union and designated College Officials for the College.
19. "Lateral Transfer" refers to the movement of an employee from one position to another which does not constitute a demotion or promotion.
20. "Leave of Absence Without Pay" means to be absent from duty with permission but without pay.
21. "Pay" means rate of compensation for the job.
22. "President" of the College is that person whose duties are described in the *College and Institute Act*.
23. "Probation" shall mean a period under trial as defined in the text of the Collective Agreement.
24. "Program Leader" - Primary role is instruction and will assist the Dean with facilitating the educational efforts of a designated group of instructors.
25. "Promotion" means a change from an employee's position to one with a higher maximum salary level.
26. "Regularization" means the process by which a non-regular employee converts to regular status under this article.
27. "Resignation" means a voluntary notice by the employee that he/she is terminating his/her service on a specified date.
28. "Rest Period" is an interval which is included in the workday and is intended to give the employee an opportunity to have refreshments or a rest.
29. "Termination" is the separation of an employee from the College for cause pursuant to Articles 10, 11, 30 of this Agreement.
30. "Transfer" refers to the movement of an employee from one geographic location to another.
31. "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.
32. "Union" means the B.C. Government and Service Employees' Union Local 710 - NLC Faculty.
33. "Workday" is a period of twenty-four (24) consecutive hours commencing with the starting time of any shift. For the purpose of calculating compensatory overtime rates only, the time worked prior to, but adjoining to a shift, shall be deemed as time worked after a shift.
34. "Work Schedule" is the pattern of work hours established through negotiations to meet the hours of operation.

ARTICLE 1 - PREAMBLE

1.1 Purpose of Agreement

The parties to this Agreement recognize "*The Northern Lights College Mission Statement*" as stated in Appendix 4A.

(a) Accordingly, 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 this Agreement, the remaining provisions shall remain in effect for the term of the Agreement, and the parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.

1.3 Conflict with Regulations

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

1.4 Notice of Legislative Change

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

1.5 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 (Refer to Common Agreement - Article 2)

ARTICLE 2 - UNION RECOGNITION AND RIGHTS

2.1 Bargaining Unit Defined

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

The guidelines to be considered in negotiating exclusions shall be:

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

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

2.2 Bargaining Agent or Recognition

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

2.3 Correspondence

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

2.4 No Other Agreement

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

2.5 No Discrimination for Union Activity

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

2.6 Recognition and Rights of Stewards

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

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

Duties of the stewards shall include:

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

2.7 Bulletin Boards

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

2.8 Union Insignia

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

2.9 Right to Refuse to Cross Picket Lines

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

2.10 Time Off for Union Business

- (a) *Without Pay* - Leave of absence without pay and without loss of seniority will be granted:
 - (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
 - (2) for elected or appointed representatives of the Union to attend to union business which requires them to leave their general work area;
 - (3) to employees called by the Union to appear as witnesses before an arbitration board.
- (b) *With Pay* - Leave of absence with basic pay and without loss of seniority will be granted:
 - (1) to four (4) members selected by the sub local of the Union, who are representatives of the Union on the negotiating committee; however, the sub-local reserves the right to use one (1) additional person for technical information or advice who shall be covered by the provisions of this section;
 - (2) Where employees are appointed by the Union as union representatives to Joint Union/Management Committees as specified in this Agreement, to attend such meetings.

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

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

2.11 Emergency Services

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

ARTICLE 3 - UNION SECURITY

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

ARTICLE 4 - CHECK-OFF OF UNION DUES

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

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

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

(d) All deductions shall be remitted to the President of the Union not later than twenty-eight (28) days after the date of deduction and the Employer shall also provide a list of names of those employees from whose salaries such deductions have been made together with the amounts deducted from each employee covered by this Agreement.

(e) Before the Employer is obliged to deduct any amount under Section (a) of this article, the Union must advise the Employer in writing of the amount of its regular monthly dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the President of the Union. Upon receipt of such notice such changed amount shall be the amount deducted. Notices will become effective in the month following receipt of the same by the Employer.

- (f) From the date of the signing of this Agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other monies deducted by the Employer from the pay of the employees in the bargaining unit.
- (g) The Employer shall report union dues on T4.
- (h) An employee in the bargaining unit, shall as a condition of continued employment, complete an authorization form providing for the deduction from an employee's monthly wages or salary the amount of the regular monthly dues payable to the Union by a member of the Union.

ARTICLE 5 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES

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. The Union shall provide the employee with a copy of the Collective Agreement and descriptive pamphlets outlining the benefits covered in this Agreement. Where operational requirements permit, the Employer agrees that a union steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for fifteen (15) minutes sometime during the first thirty (30) days of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and the employee's responsibilities and obligations to the Employer and the Union. Within 30 days of all new regular and non regular appointments in the local, the Employer shall notify the Chair of the Instructors Bargaining Committee and the appropriate shop steward.

ARTICLE 6 - EMPLOYER'S RIGHTS

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

ARTICLE 7 - EMPLOYER-UNION RELATIONS

7.1 Representation

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. To implement this the Union shall supply the Employer with the names of its officers and similarly, the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

7.2 Union Negotiating Committee

A union negotiating committee shall be elected by the members of Local 710 - NLC Instructors who are employees of the College.

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

7.3 Union Representatives

The Employer agrees that access to its premises will be granted to members of the staff of the Union when dealing or negotiating with the Employer, as well as for the purpose of investigating and assisting in the settlement of a grievance, subject to availability.

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

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

7.4 Technical Information (See also Common Agreement - Article 3.1)

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

7.5 Instructional Evaluation

The Principals to this Agreement recognize that there is an established instructional evaluation procedure in effect.

The Employer agrees that it will consult with the Union in the event that it intends to modify the established procedure.

7.6 Joint Committee

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

7.7 Meeting of Joint Committee

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

7.8 Chairperson of Joint Committee

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

7.9 Responsibilities of Joint Committee

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

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

- (a) reviewing matters, other than grievances, relating to the maintenance of good relations between the parties;
- (b) correcting conditions causing grievances and misunderstandings;
- (c) jurisdictional areas, numbers of stewards and bulletin boards pursuant to Article 2 of this Agreement;
- (d) recommendations pursuant to Article 20.8 of this Agreement;
- (e) such other matters referred to the Committee by this Agreement.

7.10 Operating Procedures of Joint Committee

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

7.11 Recommendations of Joint Committee

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

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

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

ARTICLE 8 - GRIEVANCES**8.1 General**

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

8.2 Grievance Procedure

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

- (a) differences between the parties respecting the interpretation, application, operation, or any alleged violation of a provision of this Agreement or Arbitral Award, including a question as to whether or not a matter is subject to arbitration; or
- (b) the discipline, rejection, suspension, or dismissal of an employee bound by this Agreement. The procedure for resolving a grievance shall be the grievance procedure in this article.

8.3 Step 1

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

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

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

8.4 Time Limits to Present Initial Grievance

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

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

8.5 Step 2

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

8.6 Time Limit to Reply at Step 2

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

8.7 Step 3

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

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

8.8 Time Limit to Reply at Step 3

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

8.9 Failure to Act

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

8.10 Time Limit to Submit to Arbitration

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

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

8.11 Administrative Provisions

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

8.12 Suspension or Dismissal Grievances

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

8.13 Deviation from Grievance Procedure

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

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

8.14 Policy Grievance

Where either party to this Agreement disputes the general application, interpretation, or alleged violation of an article of this Agreement, the dispute shall be discussed initially with the President or his/her designate or the Union as the case may be, within forty (40) working days of the occurrence. Where no satisfactory agreement is reached, either party may submit the dispute to Step 3 of the grievance procedure.

8.15 Technical Objections to Grievances

It is the intent of both parties to this Agreement that no grievance shall be defeated merely because of a technical error other than time limitations in processing the grievance through the grievance procedure. To this end an arbitration board shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

8.16 Effective Date of Settlements

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

8.17 Amending of Time Limits

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

8.18 Appointment Policy, Travel Expenses Policy & Grievances

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

ARTICLE 9 - ARBITRATION**9.1 Notification**

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

9.2 List of Arbitrators

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

9.3 Decision of the Arbitrator

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

9.4 Costs

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

9.5 Amending Time Limits

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

9.6 Witnesses

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

9.7 Grievance Recommendations

If a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the Collective Agreement Ms. J. Korbin, or a substitute agreed to by the parties, shall at the request of either party:

- (a) investigate the difference;
- (b) define the issue in the difference; and
- (c) make written recommendations to resolve the difference

within thirty (30) days of the date of receipt of the request and, for those thirty (30) days from that date, time does not run in respect of the grievance procedure.

ARTICLE 10 - DISCIPLINE, SUSPENSION AND DISMISSAL

10.1 Burden of Proof

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

10.2 Suspension

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

10.3 Dismissal

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

10.4 Suspension and Dismissal Grievance

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

10.5 Right to Grieve Other Disciplinary Action

Disciplinary action grievable 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 eighteen (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.

10.6 Performance Appraisal

Where a formal appraisal of an employee's performance is carried out, the employee shall be given five (5) working days after receipt of the appraisal to read and review the appraisal. Provision shall be made on the appraisal form for an employee to sign it. The form shall provide for the employee's signature in two (2) places; one indicating that the employee has read and accepts the appraisal, and the other indicating that the employee has read and disagrees with the appraisal. The employee shall sign in one of the places provided. No employee may initiate a grievance regarding the contents of an appraisal unless the signature indicates disagreement with the appraisal. An employee shall, upon request, receive a copy of this appraisal at the 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.

10.7 Personnel File

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

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

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

10.8 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 to have a local union representative present at any discussion with supervisory personnel which the steward believes might be the basis of disciplinary action against the steward providing that this does not result in an undue delay of the appropriate action being taken.

10.9 Probation

(a) The probation period for regular employees with an appointment of fifty percent (50%) or greater workload shall be the first nine (9) calendar months of employment.

(b) The probation period for regular part-time employees with an appointment of less than fifty percent (50%) shall be the first eighteen (18) calendar months of employment

10.10 Rejection During Probation

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

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

10.11 Abandonment of Position

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

10.12 Notice of Resignation

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

ARTICLE 11 - SENIORITY

11.1 Seniority Defined

For the purpose of this Agreement:

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

11.2 Seniority List

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

11.3 Loss of Seniority

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

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

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

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

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

11.4 Re-employment

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

11.5 Bridging of Service

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

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

ARTICLE 12 - SERVICE CAREER POLICY

12.1 Union Observer

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

This section shall not apply to excluded positions.

12.2 Notification

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

12.3 Right to Appeal

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

12.4 Transfers

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

12.5 Screening Committee

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

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

12.6 Transfers Without Posting

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

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

12.7 Interview Expenses

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

12.8 Administrative Provisions

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

12.9 Notification of Applicants

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

ARTICLE 13 - LAYOFF AND RECALL

13.1 Pre-Layoff Canvass and Layoff

(a) *Pre-Layoff Canvass*

(1) Prior to the layoff of regular employee(s) under Article 13.2 the College may within a geographic location, canvass any employee or group of employees to invite:

- (i) Placement into a vacant regular position.
- (ii) Resignation with severance as provided for in Article 13.2(a) or 13.2(b) as appropriate; or

(iii) Where eligible, early retirement.

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

(b) *Layoff*

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

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

13.2 Severance Pay

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

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

Severance pay will be paid out in a lump sum.

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

Severance pay will only be paid to an employee once, unless he/she re-qualifies for severance pay again through another two (2) years' active employment after his/her date of recall.

(b) All individuals listed below shall receive severance pay as per Article 13.2(a). In addition, those individuals listed shall receive the equivalent number of weeks in notice.

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Any employee who has left or resigns from the employ of the College shall be deemed to have his/her name removed from the list.

(c) In the event of impending layoff of regular employees, the Employer will notify the Joint Committee and the employee in writing. The Joint Committee shall meet within five (5) days and shall recommend reasonable alternatives to layoff within five (5) days of its meeting. The Employer acknowledges its responsibility to make every reasonable effort to examine, within five (5) days, any reasonable alternatives suggested. The first alternative to be reviewed shall be the possibility of offering the individuals another position within the bargaining unit provided:

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

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

13.3 Advance Notice

The Employer shall notify regular employees who are to be laid off a minimum of twenty (20) working days' notice plus one (1) additional working day's notice for each full year of employment with the College. If the employee does not have the opportunity to work after notice of layoff, he/she shall be paid in lieu of work for that part of the notice period during which work was not made available.

13.4 Recall

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

ARTICLE 14 - HOURS OF WORK

14.1 Hours of Work

Annual Hours of Work shall be as follows:

(a) *Appendix 2(a) employees*

- 1566 hours
 - inclusive of holidays
 - exclusive of meal periods taken away from the workstation
 - exclusive of rest breaks
 - averages 30 hours per week

(b) *Appendix 2(b) employees*

- 1827 hours
 - inclusive of holidays
 - exclusive of meal periods taken away from the workstation
 - inclusive of rest breaks
 - averages 35 hours per week

14.2 Work Schedules

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

(b) Changes in work schedules and starting and finishing times shall be established at the local level and shall conform with the provisions of this Agreement. The new schedules, once agreed upon, shall be posted as per Article 15.3. Where new work 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 (4) days to consider the matter. Within three (3) days of the initial meeting the Joint Committee shall either resolve the matter or refer it to Step 3 of the grievance procedure for resolution subject to Definition 13.

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

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

- (1) Work schedules shall be determined in accordance with the provisions of Article 15, and in accordance with the following provisions of this article.
- (2) The Union's and Employer's designate at the local level shall negotiate mutually agreeable work schedules and work patterns in accordance with the Agreement and this article.
- (3) Where agreement on work scheduling or work patterns cannot be reached at the local level, the matter may be referred by either party to the Joint Committee.
- (4) The Joint Committee shall meet within ten (10) days of receiving notice in order to attempt resolution of the dispute. Schedules agreed upon by the Joint Committee shall be implemented according to a method agreed upon by the Committee.
- (5) In the event that agreement on work schedules is not reached by the Joint Committee within four (4) days, or mutually agreed times, the dispute shall be referred to the Bargaining Principals to resolve.
- (6) In the event that agreement on work schedules and/or their method of implementation is not reached by the Bargaining Principals or their designates within four (4) days or a mutually agreed time, the dispute shall be referred to arbitration for final and binding decision.
- (7) Pending final resolution of a dispute, the status quo with respect to work schedules shall be maintained.
- (8) Work schedules shall be rotated on an equitable basis among the employees involved.

(f) *Changes in Hours of Operation*

- (1) The Employer shall give the Union sixty (60) days notice of changes in the hours of operation that affect the work schedules of employees. Where circumstances beyond the Employer's control require the introduction of changes in the hours of operation with less than sixty (60) days available for notice the Employer shall give the maximum notice possible.
- (2) Following the receipt of notice, the Employer's and the Union's designated representatives shall meet to negotiate mutually agreeable work schedules.
- (3) Where agreement cannot be reached the dispute resolution procedure specified above shall be implemented.

(g) *Split Schedules*

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

(h) *Meal Periods*

- (1) Meal periods shall be scheduled as close as possible to the middle of the shift and wherever possible to correspond with dining room facilities where such facilities are available.
- (2) Meal periods shall be a minimum of thirty (30) and not more than sixty (60) minutes in length as mutually determined by the Union's and the Employer's designated representatives at the local level. An employee shall be entitled to take his/her meal period away from the workstation. Where this cannot be done, the time worked shall not exceed the scheduled workday or the applicable overtime rates shall apply.

(i) *Days of Work*

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

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

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

(j) *Reporting to Work Location*

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

(k) *Change of Work Location*

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

(l) *Shift Schedules*

(1) A full-time instructor after consultation with the Vice President, Learning may teach up to six (6) hours per week in addition to his/her assigned workload. Remuneration in this case will be as per Article 16.

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

(m) *Scheduling of Vacations*

Pursuant to Article 14.3(c) of this Agreement, employees shall remain on the agreed upon work schedule and vacation entitlement shall be converted to hours. The scheduled daily hours shall be deducted from the vacation entitlement for each day of vacation taken.

14.3 Conversion of Hours

(a) *Lieu Days*

Where an employee is granted a lieu day pursuant to Article 17.3 or 17.4 of this Agreement, the time off granted will be six (6) hours per lieu day for Appendix 2(a) employees and seven (7) hours per lieu day for Appendix 2(b) employees for full-time employees and prorated for part-time employees.

(b) *Vacation*

Where an employee is granted vacation pursuant to Article 18.1 of this Agreement, and where the regularly scheduled workday is greater than seven (7) hours per day, for Appendix 2(b) employees or six (6) hours per day for Appendix 2(a), employees, the annual vacation entitlement shall be converted to hours on the basis of a seven (7) or six (6) hour day respectively and deducted accordingly.

(c) *Designated Paid Holidays*

Where an employee is granted a designated paid holiday pursuant to Article 17 of this Agreement, the time off granted will be seven (7) hours for an Appendix 2(b) employee and six (6) hours for an Appendix 2(a) employee per designated paid holiday for a full-time employee and prorated for a part-time employee.

(d) *Instructional Staff*

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

14.4 Rest Periods

All employees shall be entitled to rest periods as follows:

- For work shifts 3½ hours up to 6 hours, one 15 minute rest period.
- For work shifts in excess of 6 hours, two 15 minute rest periods.

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

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

14.5 Duty Hours

(a) Duty hours shall consist of the annual hours of work as defined in Article 14.1 less vacation entitlement and paid holidays.

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

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

(c) For Appendix 2(a) employees, duty hours shall include instructional contact hours (as defined in Article 14.6), preparation time, and other related activities and duties.

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

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

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

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

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

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

14.6 Contact Hours

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

(a) Scheduled contact hours for instructors of academic programs shall not exceed four hundred fifty (450) hours per year. This shall consist of a maximum of four (4) different courses per semester to a maximum of ten (10) courses per year. The Employer will show due consideration in recognizing preparation requirements in scheduling a maximum of ten (10) courses per year. For the purposes of

this section, point seven five (.75) contact hours refers to each hour spent in laboratories and point five (.5) contact hour for each hour spent in tutorials for academic courses.

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

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

14.7 Workload and Hours of Work

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

14.8 Lecture Courses

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

14.9 Night Courses

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

14.10 Proposed Workloads

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

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

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

14.11 Work Week

The normal workweek for all employees shall be Monday to Friday.

14.12 Class Size

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

Aircraft Maintenance Engineering
Cook Training
Welding

- (b) In programs such as Entry Level Trades Training, Early Childhood Education, ABE, and Office Administration, the average class size shall not exceed seventeen (17) students per instructor. In other regular vocational programs class sizes shall be determined by mutual agreement of parties to this Agreement before they are commenced and as the needs arise.
- (c) Under normal circumstances thirty (30) students per class, with a maximum of thirty-five (35) at registration for lecture courses.
- (d) Maximum of twenty (20) students per instructor in tutorials and seminars.
- (e) Laboratory: (Chemistry, Physical Geography, Computer Science, Physics, and Biology)
 - (1) up to eighteen (18) students, no laboratory assistance provided.
 - (2) more than eighteen (18) students and up to a maximum of twenty-four (24), support staff will be made available up to a maximum of two (2) hours for each laboratory per week.
 - (3) if enrolment drops to eighteen (18) or below during the life of the course, then (1) above will apply.

14.13 Joint Committee

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

14.14 Non-Instructional Duty Days

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

14.15 Positions Temporarily Vacant

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

14.16 Release Time

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

14.17 Intersession and Summer School

Instructors will be expected to meet the needs of students through courses offered on a year round basis, subject to the terms of this Agreement as set out in Article 14 following application of Article 18.

ARTICLE 15 - SCHEDULED WORKLOAD

15.1 Premium Entitlement

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

15.2 Shortfalls

There shall be no pay back for shortfall of annual working hours.

15.3 Shift Systems

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

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

ARTICLE 16 - OVERTIME

16.1 Definitions

- (a) "*Overtime*" means work performed by a full-time employee in excess or outside of his/her regularly scheduled hours of work.
- (b) "*Straight-time rate*" means the hourly rate of remuneration.
- (c) "*Time and one half*" means one and one-half times ($1\frac{1}{2}x$) the straight-time rate.
- (d) "*Double-time*" means twice ($2x$) the straight-time rate.
- (e) "*Double-time and one half*" means two and one-half times ($2\frac{1}{2}x$) the straight-time rate.

16.2 Authorization and Application of Overtime

- (a) An employee who is required to work overtime shall be entitled to overtime compensation when:
 - (1) the overtime worked is authorized in advance by the Employer; and
 - (2) the employee does not control the duration of the overtime worked, such as acts of God, an emergency situation, and damage to life or property.
- (b) Notwithstanding the foregoing, the Employer and the Union recognize that the nature of the work carried out by persons in some classifications is such that it may not be possible for the employee to obtain prior authorization for the necessary overtime work. In such cases the employee shall use his/her discretion in working the overtime and the Employer shall be considered to have authorized the overtime in advance. However, the Employer reserves the right, subject to the grievance procedure, to determine the legitimacy of the overtime claimed.

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

16.3 Overtime Entitlement

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

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

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

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

(d) A part-time employee who is represented by the BCGEU - Local 710 - Faculty and who is also concurrently an employee represented by BCGEU - Local 710 - Support will be paid at overtime rates after his/her combined assigned work time exceeds forty (40) hours per week in total. Overtime rates for hours so worked will be in accordance with his/her wage normally paid for the overtime work performed. Article 16.11 — Call-Out Compensation, applies to said employees.

16.4 Recording of Overtime

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

16.5 Sharing of Overtime

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

16.6 Overtime Compensation

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

- (1) time and one-half ($1\frac{1}{2}x$) for the first two (2) hours of overtime on a regularly scheduled workday; and
- (2) double-time ($2x$) for hours worked in excess of (1); and
- (3) double-time ($2x$) for all hours worked on a day of rest.

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

(b) An employee who works on a designated holiday which is not a scheduled workday shall be considered to have worked overtime and shall receive his/her regular day's pay, and shall receive additional compensation at the rate of double-time ($2x$) for all hours worked; except for Christmas and New Year's when the additional compensation shall be at the rate of double-time and one-half ($2\frac{1}{2}x$) for all hours worked.

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

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

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

- (f) (1) An employee shall not have more than sixty (60) hours for Appendix 2(a) employees or seventy (70) hours for Appendix 2(b) employees of compensatory time banked at any one time. When an employee opts for compensatory time off, such time off shall be taken at a time mutually agreed to between the Employer and the employee. However, for compensatory time earned in November or December, it may be mutually agreed to schedule such time off within the first six (6) months of the following year. Such agreement shall not be unreasonably withheld by the Employer.
- (2) Any compensatory time off remaining at the end of the calendar year shall be paid in cash.
- (3) If requested in writing prior to December 15th, an employee may elect to have the payment in ii) above made to the voluntary group RRSP administered by the College.
- (g) The hour rate for instructional staff shall be calculated in accordance with this Agreement.
- (h) Once annually, an employee who has thirty (30) hours for Appendix 2(a) employees or thirty-five (35) for Appendix 2(b) employees compensatory time banked as of December 1st, may set aside up to the same amount to be taken as though it were part of their annual vacation for the following year by requesting such in writing prior to December 15th.

16.7 Overtime Meal Allowances

- (a) When an employee is required to work a minimum of two and one-half (2½) hours overtime immediately before or after completion of his/her scheduled daily hours, he/she shall be provided with a meal or shall be reimbursed in the amount equivalent to the appropriate standard meal allowance. A meal break of one-half (½) hour with pay will be given.
- (b) If the employee continues to work overtime beyond three (3) hours, a further meal or allowance and meal break as above shall be provided upon completion of an additional four (4) hours worked, and upon the completion of every three (3) hours worked thereafter.
- (c) When an employee is not on stand-by and is called out for overtime prior to his/her scheduled shift and it was not possible to give sufficient notice¹ to permit preparation of the meal normally taken to work, the Employer shall provide the meal or pay the overtime meal allowance.
- (d) In the case of an employee called out on overtime to work on a rest day, this section will apply only to hours worked outside his/her regular shift times for a normal workday.
- (e) Where any of the meals provided under (a), (b), (c), or (d) above duplicate a meal for which an employee is entitled because of travel status or field allowance, then the employee shall receive only one benefit for each meal.

16.8 No Layoff to Compensate for Overtime

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

16.9 Right to Refuse Overtime

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

An employee on stand-by shall not have the right to refuse call-out for overtime work.

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

16.10 Overtime for Part-Time Employees

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

16.11 Call-Out Provisions**(a) *Call-Out Compensation***

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

(b) *Call-Out Time Which Abuts the Succeeding Shift*

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

(2) If the call-out is for longer than three (3) hours, the employee will be required to work the call-out 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 call-out exceeds three (3) hours. Compensation shall be at overtime rates for the call-out period and straight-time for the regular shift without shortfall.

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

(c) *Overtime or Call-Out Which Does not Abut the Succeeding Shift*

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

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

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

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

(e) Should the employee be required to work that period which is considered free from work in the regular shift, as provided for in Article 16.11(b)(2) and (c)(2) then that portion of the shift shall be compensated at overtime rates.

16.12 Rest Interval After Overtime

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

ARTICLE 17 - PAID HOLIDAYS**17.1 Paid Holidays**

The following have been designated as paid holidays:

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

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

17.2 Holidays Falling on Saturday or Sunday

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

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

17.3 Holiday Falling on a Day of Rest

(a) When a paid holiday falls on an employee's day of rest, the employee shall be entitled to a day off with pay in lieu. The scheduling of such lieu day shall be by mutual agreement.

(b) If an employee is called in to work on the day designated as the lieu day pursuant to (a) above, he/she shall be compensated as described in Article 16.6(b).

17.4 Holiday Falling on a Scheduled Work Day

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

17.5 Holiday Coinciding with a Day of Vacation

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

17.6 Paid Holiday Pay

Payment for paid holidays will be made at an employee's basic pay, except if an employee has been working in a higher paid position than his/her regular position for a majority of the sixty (60) working

days (three hundred and sixty [360] working hours for Appendix 2(a) employees or four hundred twenty [420] working hours for Appendix 2(b) employees) preceding his/her holiday, in which case he/she shall receive the higher rate.

ARTICLE 18 - ANNUAL VACATION

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

18.1 Vacation Time

- (a) (1) A regular full-time (Appendix 2a) employee will earn annual vacation at the rate of three and one-third ($3\frac{1}{3}$) days for each month in which the employee has received at least ten (10) days pay at straight-time rates. (i.e., $3\frac{1}{3}$ days x 12 months = 40 days = normal annual entitlement.)
- (2) Effective October 1, 1993, full-time non-instructional (Appendix 2B) faculty positions will earn vacation at the rate of two and one-half ($2\frac{1}{2}$) days for each month in which the employee has received at least ten (10) days pay at straight-time rates (i.e.: $2\frac{1}{2}$ days x 12 months = 30 days = normal annual entitlement).
- (b) Regular part-time employees shall be entitled to annual vacation on a prorated basis as per above.
- (c) The period between Christmas and New Year's not designated as paid holiday in Article 17.1 is considered to be time off with pay.

18.2 Vacation Earnings for Partial Years

- (a) During the first partial year of service a new employee will earn vacation at the rate applicable in Article 18.1(a) for each month for which he/she earns ten (10) days' pay.
- (b) Any unused vacation earned during the first partial year will be paid to the employee at December 31st of that year.
- (c) Probationary employees being paid cash in lieu of earned vacation will be paid pursuant to Article 18.2(a).

18.3 Vacation Scheduling

- (a) Educational services staff are expected to schedule their vacations during non-instructional periods. Vacations shall be arranged by mutual agreement with the appropriate Dean. Vacation schedules, once approved by the appropriate Dean, shall not be changed other than in cases of emergency, except by mutual agreement between the Dean and the employee.
- (b) The Dean shall allow such employees to take their complete vacation entitlement during the prime time period, if they so desire.
- (c) Prime-time is defined as March 1st to September 30th.
- (d) Vacation shall be granted on the basis of service seniority within a classification series in the work units. An employee shall be entitled to receive his/her vacation in an unbroken period. Employees wishing to split their vacations shall exercise seniority rights in the choice of the first (1st) vacation period. Seniority shall prevail in the choice of the second vacation period, but only after all other "first" vacation periods have been posted.
- (e) *Vacation Schedules*
 - (1) Vacation schedules will be circulated and posted by April 1st of each year.

(2) An employee who does not exercise his/her seniority rights within two (2) weeks of receiving the vacation schedule shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.

(3) An employee who transfers to another work location where the vacation schedule has already been completed will not be entitled to exercise his/her seniority rights for that year only. However, every effort shall be made to grant vacation at the time of the employee's choice. If an employee is transferred by the Employer he/she will be given the vacation time previously selected.

18.4 Vacation Pay

- (a) Payment for vacations will be made at an employee's regular rate of pay.
- (b) Once per calendar year, upon thirty (30) days' written notice, a regular employee shall be entitled to receive, prior to commencement of a vacation, a payroll advance equivalent to the amount of any regular pay issued during the vacation period. To facilitate normal accounting procedures the advance will normally be requested for and paid on the last regular payday preceding the commencement of the vacation period in question.
- (c) Regular employees employed on a temporary contract will be entitled to earned vacation time upon the completion of the contract if there is a reasonable expectation of ongoing employment for which the employee is qualified in the next appointment year.
- (d) Regular employees employed on a temporary contract will be paid accrued vacation pay upon the completion of the contract when there is no reasonable expectation of ongoing employment for which the employee is qualified in the next appointment year.

18.5 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.

18.6 Pre-Retirement Leave

An employee scheduled to retire and to receive a pension under the applicable *Superannuation Act(s)*, or who has reached the mandatory retiring age, shall be entitled to:

- (a) a special paid leave for a period equivalent to fifty percent (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 fifty percent (50%) of his/her accumulated sick leave credit, to be paid immediately prior to retirement and based upon his/her current rate of pay.

18.7 Vacation Carry-Over

- (a) An employee may carry over up to five (5) days vacation leave per vacation year for two (2) consecutive vacation years, to a maximum of ten (10) days which must be taken not later than the third (3rd) consecutive vacation year. Employees in their first (1st) partial year of service, who commenced prior to July 1st of that year, may carry over up to five (5) days vacation leave into their first (1st) vacation year.
- (b) Where vacation has been approved and is subsequently displaced at the request of the Employer, and by mutual agreement between the Union and Employer, and that displaced vacation cannot be rescheduled at a mutually agreeable time within the current vacation year, the Employer will approve carry-over of that unused vacation time in excess of that allowed in 18.7(a). Such vacation carry-over

must not be taken later than the third consecutive vacation year. The chair of the local bargaining committee or designate will be notified by letter when the Employer intends to apply 18.7(b).

An employee shall not receive cash in lieu of vacation time except upon termination.

18.8 Call Back From Vacation

- (a) Employees who have commenced their annual vacation shall not be called back to work, except in cases of extreme emergency.
- (b) When, during any vacation period, an employee is recalled to duty, upon submission of receipts (except for meals) he/she shall be reimbursed for his/her expenses.
- (c) Time necessary for travel in returning to his/her place of duty and returning again to the place from which he/she was recalled shall not be counted against his/her remaining vacation entitlement.

18.9 Vacation Leave on Retirement

An employee scheduled to retire and to receive a pension under the applicable *Superannuation Act(s)*, or who has reached the mandatory retiring age, shall be granted full vacation entitlement for the final calendar year of service.

18.10 Vacation Credits Upon Death

Upon termination due to death, earned but unused vacation entitlement shall be made payable to the employee's beneficiary, if any, or in the absence of such beneficiary, to the employee's estate.

ARTICLE 19 - 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 3 to this Agreement.
- (b) The Employer agrees to provide a mutually acceptable long term disability plan.
- (c) The cost of these plans will be borne by the Employer.

ARTICLE 20 - SPECIAL AND OTHER LEAVE

20.1 Preamble

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

20.2 Bereavement (See Common Agreement Article 7.6)

20.3 Special Leave

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

- (a) Marriage of the employee three (3) days
- (b) Attend wedding of the employee's child one (1) day
- (c) Birth or adoption of the employee's child five (5) days
- (d) Serious household or domestic emergency one (1) day
- (e) Moving household furniture and effects one (1) day

- (f) Attend his/her formal hearing to become a Canadian citizenone (1) day
- (g) Attend funeral as pall-bearer or mourner..... one-half (½) day
- (h) Court appearance for hearing of employee's child.....one (1) day

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

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

20.4 Family Illness

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

20.5 Full-Time Union or Public Duties

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

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

20.6 Leave for Court Appearances

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

20.7 Leave for Writing Examinations

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

20.8 Leave for Taking Courses

(a) An employee shall be granted leave with pay to take courses at the request of the Employer. The Employer shall bear the full cost of the course, including tuition fees, entrance or registration fees, laboratory fees, and course-required books, necessary travelling subsistence expenses and other legitimate expenses where applicable. Fees are to be paid by the Employer when due. The Employer shall maintain all benefits at Employer cost for employees granted leave with full pay.

(b) A regular employee may be granted leave without pay, or leave with partial pay to take courses in which the employee wishes to enrol. Where leave is without pay, the College will reimburse to the employee, upon his return to work at the College and upon presentation of original receipts, the premiums for applicable basic medical coverage paid by the employee during the period of the leave.

Employees granted leave with partial pay shall have all benefits maintained by the Employer with premiums paid on a pro rata basis proportionate to the partial rate of pay. (Basic medical reimbursed as above.)

(c) Seniority shall continue to be earned while on leave of absence for periods of up to one (1) year, if that leave is for reasons of upgrading or maintaining job skills.

(d) *Leave for College Business:* The Employer agrees that when an employee is directed to attend meetings, courses, conferences, etc., the associated approved costs, including salary and benefits, shall be borne by the Employer. Such leave shall not be counted as Professional Development.

(e) *Training for the Purposes of Upgrading and License Requirements:* The Employer agrees that when an employee is required, for instructional purposes, to attend courses or workshops to comply with requirements for upgrading or license changes that are imposed by an external authority and required by the Employer, the associated costs, including salary and benefits, tuition fees, course required books, necessary travel and subsistence expenses, shall be borne by the Employer. For the purposes of funding, such leave shall not be counted as professional development as per Article 20.10. All requests for such training or courses must be supported by documentation from the external authority.

20.9 Unassisted Leave

(a) The Employer may grant an employee a leave of absence without pay for a period of up to one (1) year. Such a leave may be for any purpose mutually agreed to between the employee and the Employer. Application for such leave must be requested in writing, to the President, a minimum of three (3) months prior to commencement of the intended leave. Under special circumstances, a leave granted under this article may be extended up to an additional six (6) months.

(b) Unless alternate dates are approved in writing by the President, leave granted under this article must commence and finish to coincide with the start and end dates of an instructional term as defined in the current college calendar.

(c) Upon completion of leave granted under this article, the Employer agrees to provide the employee with a position of the same classification level. An employee granted leave under this article shall be deemed to have resigned on the date on which his/her leave commenced if notification of intent to return is not made three (3) calendar months prior to expiration of the leave.

- (d) Responsibility for payment of premiums for all benefits, including the Employer's share of applicable benefits, rests with the employee.
- (e) Seniority is neither accrued nor lost during such leave. If unassisted leave involves experience of particular value to the College which does not lead to a change of placement on scale, the employee will receive increment credit and accumulate seniority as provided for elsewhere in this Agreement, providing these have been approved in writing by the President prior to the commencement of leave.
- (f) Normally, an employee will require a minimum of five (5) year's employment with the College before leave will be granted under this section.

20.10 Professional Development

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

- (a) (1) The provisions of this article are intended to assist employees in maintaining and improving skills and knowledge and to improve the quality of service offered to the citizens of the college region. It is recognized that both parties benefit from Professional Development, the instructor who engages in it, and the College which facilitates it.
- (2) The parties recognize that because of the geographical remoteness of the College, special efforts must be made to ensure that priority for professional development is made available to regular employees.
- (3) The College shall provide and schedule, where mutually agreed upon, a qualified replacement when professional development is utilized. The Union agrees that the College will not be expected to cover costs in addition to those that would normally be expended to maintain the existing services. The College agrees that other faculty members with full workloads should not be expected to cover off for faculty who are away on professional development unless mutually agreed upon.
- (4) Professional development is the means by which an employee keeps up-to-date in his/her subject matter and/or in the instructional process. It may or may not include educational or trade credentials. Some examples are:
 - (i) Industry, professional or trade workshops or seminars, sponsored by trade associates, professional groups, industry or educational institutions.
 - (ii) Returning to the trade in which one instructs for a minimum period of five (5) months in each five (5) year period.
 - (iii) *Group Activities*
 - Learning package workshops
 - Guest speakers
 - Time management workshops
 - (iv) Training which produces additional qualifications which are recognized as degrees, professional certificates, etc.
 - (v) *In Service* - imported workshops, lecture or demonstration usually lasting one-half (½) or one (1) day and concerned with matters of general interest to the staff.
 - (vi) *Correspondence and Local Courses* - Subject of interest to staff on an individual basis.

- (vii) Returning to an accredited institution for additional certificated education.
- (5) Professional Development is not:
 - (i) Teaching instruction and orientation prior to commencement of teaching duties.
 - (ii) Any course needed to meet basic standards required in a designated area and workload for which the person was employed.
 - (iii) Any program or course being attended under direction of Administration.
 - (iv) Articulation meetings.

(b) *Forms of Professional Development*

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

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

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

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

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

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

- a. When only one employee can be approved for this form of Professional Development, other things being equal, the applicant with the most seniority shall be approved.
- b. When more than one employee is to be approved, the Professional Development Committee shall select applicants from different instructional areas, e.g.:

Academic
Trades
Business Administration
Non-Teaching Employees
Business Careers
ABE

- c. The successful applicant will be consulted wherever possible in the hiring of a replacement for his/her position.
- d. This form of Professional Development will normally start on July 1st or September 1st and terminate on the following June 30th. These dates are not intended to preclude summer sessions.
- e. In the event that an individual receives outside support, such as a scholarship, fellowship or bursary, the total of outside support plus salary support shall not exceed the individual's basic salary for the period of study leave. In the event of such combined support exceeding the basic salary, the excess amount shall be deducted from the employee's salary and credited to the Professional Development fund. It is the responsibility of the employee to report all additional sources of support to the Employer.

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

(d) *Composition of the Professional Development Committee*

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

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

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

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

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

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

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

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

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

(e) *Committee Guidelines*

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

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

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

(3) The guidelines will be subject to the provisions of this Agreement. In the event of a dispute between the Committee and the College, the matter will be referred to Joint Committee for recommendation to the Bargaining Principals.

(4) Meetings will normally be held at scheduled times via teleconference.

(5) A copy of the Annual Report submitted to the membership shall be submitted to the President by October 31st of each year.

(f) Common Faculty Professional Development Fund – See Common Agreement Letter of Understanding 6.

20.11 Faculty Exchange

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

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

20.12 Elections

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

20.13 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.

20.14 Leave for Medical and Dental Care

(a) Where it is not possible to schedule medical and/or dental appointments outside regularly scheduled working hours, reasonable time off for medical and dental appointments for employees or for dependent children shall be permitted, but where any such absence exceeds two (2) hours, the full-time absence shall be charged to the entitlement described in Article 20.4.

(b) Employees in areas where adequate medical and dental facilities are not available shall be allowed to deduct from their credit described in Article 20.4 the necessary return travelling time to receive personal or immediate family medical and dental care at the nearest medical center. The Employer may request a certificate of a qualified medical or dental practitioner, as the case may be, stating that treatment could not be provided by facilities or service available at the employee's place of residence.

20.15 Compassionate Care Leave (See Article 7.8 of the Common Agreement)

Compassionate leave is in addition to Article 20 of the Northern Lights Faculty Agreement.

ARTICLE 21 - MATERNITY AND PARENTAL LEAVE

21.1 Maternity Leave (Refer also to Common Agreement – Article 8)

- (a) Upon request the employee will be granted leave of absence without pay in accordance with the British Columbia *Employment Standards Act*.
- (b) The period of maternity leave without pay shall commence on a date determined by the employee, but no sooner than eleven (11) weeks prior to, and no later than, the actual date of birth of the child(ren).
- (c) The request to take maternity leave must be made in writing and supported by a doctor's certificate stating she is pregnant, at least four (4) weeks prior to the proposed commencement of the leave, and include the probable date of birth of the child(ren).
- (d) Maternity leave shall be extended for up to an additional twenty-six (26) weeks for health reasons where a doctor's certificate is presented.

21.2 Parental Leave (Refer to Common Agreement – Article 8)

21.3 Care and Nurturing (Refer to Article 11.5 of the Local Agreement)

21.4 Seniority Rights upon Re-employment

- (a) An employee on leave under Article 21 shall earn seniority during the period of such leave.
- (b) An employee shall be deemed to have resigned on the date upon which leave under Article 21 commenced if an application for re-employment is not made four (4) weeks prior to the expiration of the leave or if he/she does not return after having applied for re-employment.
- (c) On return from leave granted under this article, an employee shall be placed in his/her former position or in a position of equal rank and salary.

ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY

22.1 Conditions

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

22.2 Safety Committee

The Employer and the Union agree to establish formal Occupational Health and Safety Committees at the Fort St. John and Dawson Creek Campuses consisting of a minimum of one Local 710 - NLC Support member and one Local 710 - NLC Faculty member appointed by the Union, matched by an equal number

of Management appointees. These committees will meet monthly during regular working hours to make recommendations on unsafe, hazardous, or dangerous conditions, with the aim of preventing and reducing risk of occupational injury and illness. Copies of the minutes shall be sent to the Union, WCB, Employer, and posted on all bulletin boards. Less formal health and safety meetings pursuant to the WCB Industrial Health and Safety Regulations (4.02 [3]) shall be conducted on other college worksites. Committee members shall continue to receive the rate of pay they would have been receiving had they not been attending such meetings.

22.3 Unsafe Work Conditions

(a) No employee shall be disciplined for refusal to work on a job which in the opinion of:

- (1) a member of a safety committee, or
- (2) a person designated by a safety committee, or
- (3) a safety officer

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

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

(b) *Putting Equipment into Operation*

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

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

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

22.4 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.

22.5 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.

22.6 Pollution Control

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

22.7 Investigation of Accidents

The Occupational Health and Safety Committees, as provided in Article 22.2, shall be notified of each accident or injury and shall investigate and report to the Union and Employer on the nature and cause of

the accident or injury. In the event of a fatality the College shall immediately notify the President or his/her designate of the nature and circumstances of the accident.

22.8 Occupational First Aid Requirements

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

Occupational First Aid Certificate, Class 3 - \$60 per month

Occupational First Aid Certificate, Class 2 - \$50 per month

Occupational First Aid Certificate, Class 1 - \$40 per month

22.9 Occupational Health and Safety Courses

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

22.10 First Aid

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

22.11 Pay Provisions

An employee who serves on a Safety and Health Committee shall receive his/her regular rate of pay for investigating safety matters in accordance with Article 22 of this Agreement.

22.12 Safety Equipment (Refer also to Common Agreement Article 15)

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

ARTICLE 23 - TECHNOLOGICAL CHANGE

23.1 Definition

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

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

- (c) A technological change that results in a change of location at which the College operates.

23.2 Notice

When the College intends to introduce a technological change:

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

23.3 Data to be Provided

The notice mentioned in Article 23.2 shall be given in writing and shall contain pertinent data, including:

- (a) The nature of the technological change.
- (b) The date on which the College proposes to effect the technological change.
- (c) The approximate number, type and location of employees likely to be affected by the technological change.
- (d) The effects the technological change may be expected to have on the employee's working conditions and terms of employment.
- (e) All other pertinent data relating to the anticipated effects on employees.
- (f) Draft changes and additions to the Collective Agreement (see Article 23.6).

23.4 Consultations

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

- (b) Where notice of technological change has been given pursuant to Article 23.2 and notwithstanding 23.4(a);

- (1) Regular employees who are assigned by the Employer to work with new technology shall receive a period of training and familiarization. Employees involved in training under this section shall receive their basic pay for the period of training. Where the employee cannot meet job requirements upon completion of the training and familiarization period, the employee shall be offered either the vacancy options, early retirement or severance pay provisions of Article 13.

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

- (3) When necessary to reduce staff due to technological change, it will be done as provided for in Article 13 or 30 as appropriate.

23.5 Resulting Agreements

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

23.6 Failure to Agree

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

23.7 Effect of Dispute Resolution on Introduction of Technological Change

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

ARTICLE 24 - CONTRACTING OUT
(Refer also to Common Agreement – Article 6.5)

The Employer agrees not to contract out any work presently performed by employees covered by this Agreement which would result in the laying off of such employees.

ARTICLE 25 - HEALTH AND WELFARE

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

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

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

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

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

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

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

- (g) (1) An information package will be made available to any employee eligible for coverage who so requests.
- (2) Copies of actual plan contracts will be provided to the Union upon request.
- (h) When Employees' proposals to job share are approved by the Employer and the Union, the Employer shall not be required to pay any more benefit costs than it would if the job were retained by one person. Additionally, the Employer will advise the Employees of the benefits to which they are entitled.

25.1 Basic Medical Insurance

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

25.2 Extended Health Care Plan (See Common Agreement - Article 9.2.1[b])

25.3 Dental Plan

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

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

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

25.4 Group Life (Refer to Common Agreement - Article 9.2.1[c])

25.5 Workers' Compensation Board Claim

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

25.6 Employment Insurance

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

25.7 Medical Examination

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

25.8 Legislative Changes

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

25.9 Employee Health Services Program

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

25.10 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 one hundred percent (100%) of pay until banked leave is exhausted.

25.11 Dependent Care

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

25.12 Personal Illness (Refer to Common Agreement – Article 9.3.2)**ARTICLE 26 - CLOTHING ALLOWANCES****26.1 Clothing Supply**

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

26.2 Union Label

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

26.3 Maintenance of Work Apparel

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

ARTICLE 27 - PAYMENT OF WAGES AND ALLOWANCES**27.1 Equal Pay**

The Employer shall not discriminate between male and female employees by employing a person of one (1) sex for any work at a rate of pay that is less than the rate of pay at which a person of the other sex is employed for similar or substantially similar work.

27.2 Pay Days

- (a) Employees shall be paid semi-monthly with paydays being on the 15th and the last day of each month. In the event the 15th or last day of the month falls on a Saturday, Sunday, or paid holiday, the payday shall be the preceding regularly scheduled workday.

- (b) The Employer will deposit the Employee's pay in a chartered bank, a trust company or credit union of the Employee's choice on or before the appropriate payday.
- (c) Each Employee shall be provided with a comprehensive statement detailing all payments, allowances and deductions.
- (d) If the pay is not available on the payday, the Employer shall arrange for the employee to be provided with an adequate advance on his/her salary.

27.3 Rates of Pay

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

27.4 Substitution Pay

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

27.5 Rate of Pay on Reclassification and Promotion

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

27.6 Pay on Temporary Assignment

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

27.7 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 salary has been protected by a provision of any Component Agreement at any time before July 31, 1977, or whose salary has been protected by any agreement between the Employer and the Union since July 31, 1977, or whose position classification is changed to one with a lower maximum salary through no fault of his/her own, shall receive fifty percent (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.

27.8 Vehicle Allowance

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

Rates:

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

27.9 Meal Allowances

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

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

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

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

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

27.10 Transportation for Employees

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

27.11 Temporary Assignment Travel/Travel Conditions

- (a) *Temporary Assignment Travel*

When an employee is assigned temporarily to a work-site within the Province that is so far removed that he/she is unable to return to his/her place of residence at the end of each workday, the following conditions shall apply:

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

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

(b) *Travel Conditions*

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

27.12 Abnormal Working Conditions

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

27.13 Upgrading Qualifications

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

27.14 Accommodation, Board and Lodging

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

27.15 Transfer Expenses

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

27.16 Retirement Allowance

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

27.17 Telephone Allowance

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

27.18 Initial Placement on Scale

(a) *Recognition for Formal Training*

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

qualification which represents relevant post-secondary training of at least four (4) years – initial placement at Step 10.

(3) Hold a relevant degree from a recognized University at the Master's level or hold equivalent professional certification or Journeyman's certificate or professional qualifications as a Chef, Registered Nurse, etc., which represents combined training of at least six (6) years – initial placement at Step 9.

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

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

(b) *Recognition for Experience*

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

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

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

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

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

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

27.19 Part-Time Employees

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

27.20 Increments

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

(1) completion of an additional university degree;

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

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

- (c) The service increment will be applied on the day on which the employee accumulates the number of hours specified in 27.20(b).
- (d) All continuous full-time duty for one (1) full month or more, other than as a substitute, shall count as regular service in determining the increment date for a regular instructor.
- (e) The Employer will periodically provide each employee with a notice explaining how each employee can calculate their current balance of service increment hours.

27.21 Change of Qualifications

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

27.22 Chair and Program Leader

- (a) The Joint Committee may make recommendations to the Deans Committee through the office of the Vice President, Learning regarding the appropriate criteria which will qualify an employee as Chair or Program Leader.
- (b) Selection Chair or Program Leader will be the responsibility of the appropriate Dean and will be approved through the Dean's Committee. Selections will be in accordance with Appendix 4(b).
- (c) Terms for Chair or Program Leader will normally be for a period of two (2) years.
- (d) Program Leader shall be provided with a stipend of (per annum):
 - (1) April 1, 2007 - \$1083
 - (2) April 1, 2008 - \$1106
 - (3) April 1, 2009 - \$1129
- (e) (1) Chair release time will be determined by the Dean's Committee, and shall not exceed fifty percent (50%) of the assigned workload.
 - (2) Chairs shall be provided with a stipend of (per annum):
 - (i) April 1, 2007 - \$2229
 - (ii) April 1, 2008 - \$2275
 - (iii) April 1, 2009 - \$2323

27.23 Hourly, Daily and Partial Month Calculations

- (a) *Hourly-Rated Employees:*

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

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

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

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

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

*Scheduled hours for 2(a) employees = 6

Scheduled hours for 2(b) employees = 7

ARTICLE 28 - CLASSIFICATION AND RECLASSIFICATION

28.1 Classification Specifications

- (a) The Employer agrees to supply the President of the Union or his/her designate with the classifications in the bargaining unit within sixty (60) days of the signing of this Agreement.
- (b) The Employer agrees to supply each employee covered by this Agreement a list of job duties within sixty (60) days of the completion of classification specifications.

28.2 Job Evaluation Plan

- (a) The Employer agrees that no job evaluation plan pertaining to positions covered by this Agreement will be introduced without the mutual agreement of the parties.
- (b) To facilitate the orderly introduction or change in job evaluation plans, the Joint Committee shall consist of an equal number of representatives of each party.
- (c) The Committee shall formulate the job evaluation plans used within the college bargaining unit and shall make joint recommendations to the Bargaining Principals for ratification.
- (d) The Committee may direct the formation and establish the terms of reference of subcommittees to undertake the mechanics of any study approved by this Committee.
- (e) Introduction and establishment of mutually agreed upon job evaluation plans shall be subject to mutual agreement as to timing, in conjunction with Article 28.3.
- (f) The Employer may update classification standards where it does not change the relative value of a classification or impact on a classification series. When revised classification standards are issued by the College, copies will be filed with the President of the Union.

28.3 Classification and Salary Assignments

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

28.4 Classification Appeal Procedure

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

28.5 Elimination of Present Classification

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

ARTICLE 29 - SECONDMENT**29.1 Definition**

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

29.2 Notice of Secondment

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

29.3 Provisions of BCGEU Agreements to Apply

The provisions of the applicable current Union-Employer Collective Agreements will apply to seconded employees. The Agency, Board, Society, Commission or Employer to which the employee is seconded will receive written notice of this article and will be provided with copies of relevant Agreement.

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

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

ARTICLE 30 - NON-REGULAR EMPLOYEES**30.1 Letter of Appointment**

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

30.2 Employee Security and Regularization

Intent:

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

- (a) Non-regular employees, whether laid off, or otherwise, will be recognized as in-service applicants when applying for regular positions.
- (b) (1) (i) A non-regular employee will be entitled to regularization after a period of time worked of at least two consecutive appointment years (September 1st - August 31st) of work at a workload of fifty percent (50%) or greater for each of two (2) consecutive appointment years and where there is a reasonable expectation of ongoing employment for which the employee is qualified at a workload of at least fifty percent (50%) or greater in the next appointment year.

OR

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

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

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

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

30.3 Seniority

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

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

(2) designated paid holidays or days off in lieu in accordance with Article 30.9 of this Agreement;

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

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

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

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

30.4 Loss of Seniority

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

(a) is terminated for just cause;

(b) voluntarily terminates or abandons his/her position;

(c) is on layoff for more than twelve (12) months;

(d) is unavailable or declines two offers of employment. Each offer shall be made on separate days and be for work available on separate days in which the duration and nature of work is reasonably similar to that the employee carried out prior to layoff.

30.5 Layoff and Recall

- (a) Layoff of non-regular employees shall be based on service seniority within a department, campus, discipline or specialty, provided that senior staff to be retained has appropriate qualifications.
- (b) Non-regular employees on layoff shall be recalled in order of service seniority within the college campus provided the non-regular employee is qualified to carry out the work which is available.
- (c) Notwithstanding Article 30.5(a) non-regular employees hired for seasonal work or a term certain shall be laid off upon completion of the season or term and shall be subject to recall procedures in accordance with Article 30.5(b).

30.6 Application of Agreement

- (a) Except as otherwise noted in this article, the provisions of Articles 11, 13, 17, 18, 19, 20, and 25 of this Agreement do not apply to non-regular employees, except as otherwise indicated.
- (b) Time spent at court by a non-regular employee in his/her official capacity shall be at his/her regular rate of pay.
- (c) Court action arising from employment which requires a non-regular employee's attendance at court shall be with pay.
- (d) Any non-regular employee who is eligible to vote in a federal, provincial or municipal election or a referendum shall have four (4) consecutive clear hours during the hours in which the polls are open in which to cast his/her ballot.
- (e) Non-regular employees shall be entitled to provisions of Article 20.2 — Bereavement Leave.

30.7 Health and Welfare

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

30.8 Weekly Indemnity

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

- (a) The provisions of this article will not apply to non-regular employees who are either:
 - (1) enrolled full-time as a student of a day school, college or a university or,
 - (2) employed under employment incentive programs financed through public funds.
- (b) Sickness indemnity shall be available to non-regular employees who are employed for thirteen (13) weeks continuously with a minimum of twenty-three (23) hours per week. In the non-regular employee's fourteenth (14th) and subsequent weeks of continuous employment where they have worked the aforesaid minimum, they shall be eligible for benefits for each period of illness to a maximum of fifteen (15) weeks at two-thirds (2/3) pay not to exceed the Employment Insurance Commission maximum weekly sickness benefit. Where there is a partial week of absence and a partial week of work the employee's weekly pay will not be less than the Employment Insurance Commission maximum weekly sickness benefit.
- (c) The benefit waiting period in each case of illness will be fourteen (14) calendar days. This means that benefits will be paid from the fifteenth (15th) day of illness.
- (d) Full benefits will be reinstated:
 - (1) in the case of new illness one (1) month after the return to active employment of that person following a previous illness;

- (2) in the case of the recurrence of an illness three (3) months after the return to active employment of that person following the previous occurrence of the illness.
- (e) The payment of benefits to a person who is laid off or separated prior to termination of his/her illness shall be continued after the layoff or separation until the total number of weeks for which benefits have been paid in respect of that illness is fifteen weeks except that benefits will cease on the effective date of a scheduled layoff or separation provided that notice of the layoff or separation was given prior to the occurrence of the illness.
- (f) The benefits described in this article shall not be available to an employee whose illness, injury or personal circumstances may be described by any one of the following conditions:
- (1) who is not under the care of a licensed physician;
 - (2) whose illness is occupational and is covered by Workers' Compensation;
 - (3) whose illness is intentionally self-inflicted;
 - (4) who is pregnant with a pregnancy-related illness during the period commencing with the tenth (10th) week prior to the expected week of confinement and ending with the sixth (6th) week after the week of confinement; or during any period of formal maternity leave taken by the employee pursuant to the *Maternity Protection Act* of British Columbia or to mutual agreement between the employee and his/her Employer; or during any period for which the employee is paid Employment Insurance maternity benefits;
 - (5) whose illness results from service in the armed forces;
 - (6) whose illness results from riots, wars or participation in disorderly conduct;
 - (7) who is ill during a period of paid vacation;
 - (8) whose illness is sustained while he/she is committing a criminal offence;
 - (9) who is engaged in an employment for a wage or profit;
 - (10) who is ill during a strike or lockout at the place where he/she was employed if that illness commences during the strike or lockout;
 - (11) who is serving a prison sentence.
- (g) The parties agree that the complete premium reduction from the Employment Insurance Commission accruing through the improved sick leave plan and the weekly indemnity plan will be returned to the Employer. This is in exchange for the implementation of the above-mentioned plans.

30.9 Designated Paid Holidays

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

30.10 Annual Vacation

- (a) A non-regular employee will be entitled to receive vacation pay at the rate of six percent (6%) of his/her regular earnings with his/her regular pay.
- (b) A non-regular employee scheduled for full-time work and who has completed seven hundred eighty-three (783) hours of employment for Appendix 2(a) employees and nine hundred thirteen point five (913.5) hours of employment for Appendix 2 (b) employees will be entitled to opt for unpaid vacation entitlement in accordance with the vacation scheduling provisions of this Agreement.

- (c) Subsection (b) of the article shall not apply to non-regular employees employed for the purpose of vacation relief during the prime time vacation period.

30.11 Placement on Scale – Non-Regular Employees

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

ARTICLE 31 - GENERAL CONDITIONS

31.1 Child Care Facilities

The Employer and the Union agree to establish a joint committee to investigate the availability and/or establishment of facilities and equipment for child care centres for children of employees covered by this Agreement.

31.2 Parking

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

31.3 Tool Allowances

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

31.4 Comprehensive Insurance

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

31.5 Indemnity

(a) Civil Actions

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

(b) Criminal Actions

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

31.6 Political Activity

(a) Municipal and School Board Offices

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

- (1) The duties of the municipal or school board office other than regular council or board meetings do not impinge on normal working hours as a college employee.

- (2) There is no conflict of interest between the duties of the municipal or school board office and the duties of the College position.

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

(b) *Federal and Provincial Offices*

There are no restrictions on employees engaging in political activities on their own time as campaign workers. If an employee is nominated as a candidate for election, the employee shall be granted leave without pay in accordance with Article 20.5(a) to engage in the election campaign. If elected, the employee shall be granted leave of absence in accordance with Article 20.5(c). If not elected, the employee shall be allowed to return to his/her former position.

31.7 Copies of Agreements

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

- (b) The cover of the Agreement should read as follows:

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

Effective from April, 2007 to March 31, 2010

- (c) This Agreement shall be printed in a union shop and bear a recognized union insignia.

A description of all benefit plans shall accompany each agreement.

31.8 Travel Advance

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

31.9 Teaching Instruction and Orientation

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

31.10 Supply and Maintenance of Equipment

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

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

31.11 Hosting Expenses

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

31.12 Emergency Survival Techniques

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

31.13 Copyrights (Refer to Common Agreement - Article 5)**31.14 Personal Research**

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

31.15 Oaths

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

31.16 Reorganization

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

31.17 Security Arrangements

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

31.18 Employees Fitness and Ergonomics

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

ARTICLE 32 - TERM OF AGREEMENT

32.1 Duration

This Agreement shall be binding and remain in effect to midnight March 31, 2010.

32.2 Notice to Bargain

- (a) This Agreement may be opened for collective bargaining by either party giving written notice to the other party on or after January 1, 2010 but in any event not later than January 31, 2010.
- (b) Where no notice is given by either party prior to January 31, 2010 both parties shall be deemed to have been given notice under this section on January 31, 2010 and thereupon Article 32.3 of this article applies.
- (c) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the Employer shall be given by the President or his/her designate.

32.3 Commencement of Bargaining

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

32.4 Changes in Agreement

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

32.5 Agreement to Continue in Force

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

32.6 Effective Date of Agreement

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

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)
Benefits Administrator (1)
Contract Services Coordinator (1)
Human Resources Administrator (1)
Administrative Assistant (3)
Associate Registrar (1)
Regional Facilities Manager (1)
Director Human Resources (1)
Executive Director – NLC Foundation (1)
Conflict Resolution Advisor (1)
Health, Safety and Environment Advisor (1)
Communication Manager/Marketing Manager (1)

APPENDIX 2

Classifications

1.1 Appendix 2(a) Employees

Instructors
Librarians*
Chairs**

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

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

1.2 Appendix 2(b) Employees

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

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

APPENDIX 3

Short Term Disability

1.1 Eligibility

- (a) Regular employees shall be covered by the short term illness and injury plan upon completion of six (6) months of service with the Employer and up to age sixty-five (65). Regular part-time employees must be working in a position that requires at least half-time work on a regularly scheduled basis and must have completed the equivalent of six (6) months active service in such a position.
- (b) Regular employees with less than six (6) months of service who are unable to work because of an illness or an injury are entitled to six (6) days coverage at full pay or prorated if a regular part-time employee, on the part-time percentage of time at date of hire.
- (c) Regular employees with three (3) months but less than six (6) months of service will be entitled to fifteen (15) weeks (75 working days) of coverage, consisting of the above six (6) days, or what remains of the six (6) days entitlement, at full pay and the remainder of the fifteen (15) weeks at sixty-six and two-thirds percent ($66\frac{2}{3}\%$) of pay to the Employment Insurance maximum weekly sickness benefit level.
- (d) Notwithstanding (a), (b), and (c) above where a regular employee is on claim recognized by the Workers' Compensation Board, while the employee was on the Employer's business, he/she shall be entitled to leave at his/her regular rate of pay, up to a maximum of one hundred and thirty (130) days for any one claim, in lieu of Short Term Plan benefits as outlined in 1.2. In such cases the compensation payable by the Workers' Compensation Board shall be remitted to the Employer.
- (e) Employees who become ill or disabled while on leave of absence without pay shall be entitled to their coverage of the short term illness and injury plan on the date upon which they were scheduled to return to work.

1.2 Short Term Plan Benefit

In the event an employee is unable to work because of an illness or injury he/she will be entitled to twenty-six (26) weeks of short term disability at seventy-five percent (75%) of pre-disability income, to a maximum of one thousand two hundred dollars (\$1,200) per week. This benefit commences on the sixth (6th) consecutive calendar day of disability. Personal illness leave (Article 25.12) will be applied to the waiting period. Employees who have accumulated sick leave credit under the old sick leave plan will have their accumulated sick leave credits frozen but will supplement their seventy-five percent (75%) of pay benefit under the new plan by using twenty-five percent (25%) of a day's accumulation under the old sick leave plan for each day of absence under the new plan. Before becoming eligible for long term disability plan benefits employees must use all sick leave accumulated under the old sick leave plan.

1.3 Recurring Disabilities

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

1.4 Doctor's Certificate of Inability to Work

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

1.5 Integration with Other Disability Income

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

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

1.6 Benefits not paid during Certain Periods

Benefits will not be paid when an employee is:

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

1.7 Exclusion from Benefits

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

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

1.8 Employee to Inform Employer

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

1.9 Entitlement

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

1.10 UIC Premium

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

**APPENDIX 4
Information**

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

APPENDIX 4 A - MISSION STATEMENT

Northern Lights College is a driver of learning excellence which exists to enhance and enrich the quality of life of the people and communities in the college region.

APPENDIX 4 B - APPOINTMENT POLICY**1.1 Appointments**

All appointments to the College shall be based on merit.

1.2 Determination of Merit

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

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

1.3 Postings

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

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

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

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

1.4 Selection Panels

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

SIGNED ON BEHALF OF THE UNION BY:

George Heyman
President, BCGEU

John Turner, Instructor
Dawson Creek Bargaining Chair

Mike Gilbert
Counsellor, Fort Nelson

Ron Smallwood
Instructor, Fort Nelson

David Strebb
BCGEU Staff Rep

SIGNED ON BEHALF OF THE EMPLOYER BY:

Kate O'Neil
Chair, College Board

Jean Valgardson
President, Northern Lights College

Greg Larsen
VP Finance and Administration

Eric Sehn
Campus Principal, Fort St. John

Jeff Lekstrom
Dean Trades & Apprenticeship

Dr. Nick Rubidge
President, Post Secondary Employers' Association

Originally signed March, 2007

APPENDIX 5 HEALTH AND WELFARE

Group Life

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

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

(a) 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.

(b) 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.

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

MEMORANDUM OF UNDERSTANDING #1 Board and Lodging and Transfer Regulations

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

Meal allowances will be pursuant to Article 27.9(a).

Transfer Regulations

1.1 Policy

(a) Transfer expenses will apply:

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

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

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

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

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

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

1.2 Travel Expenses on Transfer

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

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

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

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

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

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

1.3 Living Expenses Upon Transfer at New Location

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

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

1.4 Moving of Household Effects and Chattels

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

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

1.5 Moving of Mobile Homes

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

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

1.6 Moving of Personal Vehicles Upon Transfer

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

1.7 Cost of New Services Upon Transfer

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

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

1.8 Incidental Expenses on Transfer

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

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

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

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

1.9 Notice to Employee Upon Transfer

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

1.10 Requested Transfer by Employee

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

1.11 Employee Responsible for Certain Costs Upon Transfer

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

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

1.12 Real Estate and Legal Fees

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

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

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

(1) *acceptable expenses*

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

(2) *acceptable services*

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

(3) *unacceptable expenses and services*

- solicitor's fee and disbursements in respect of an agreement for sale (includes land registry fees and searches) where the former residence is sold (these items are the responsibility of the purchaser),
- appraisal fees in respect of establishing a fair market value on the purchase of the new dwelling house,
- survey fees in respect of establishing proper boundaries on the purchase of the new dwelling house,
- disbursements for interest penalty in discharging a mortgage,
- legal expenses incurred in the sale of the former residence or the purchase of the new residence where, due to financing, legal, or other unforeseen problems, the deal is not completed (fees and expenses are only paid for the completed deal),

- the employee's dwelling house contains revenue-producing living accommodations which entail extra legal costs or fees (extra costs are not payable or total cost is prorated in proportion to the floor area involved)

MEMORANDUM OF UNDERSTANDING #2

Deferred Salary Leave Plan

The Employer will undertake an investigation into the details and feasibility of a Plan, as provided in Article 7.11 of the Common Agreement, which may accommodate an employee's participation in a deferred salary leave plan.

Once the investigation and research has been completed, the parties will meet and develop the plan.

MEMORANDUM OF UNDERSTANDING #3

General Interest Courses

A general interest course is defined as a course or activity that is taken by the student for the basic purpose of self-interest. It does not lead to formalized recognition or accreditation.

A credit course is defined as any course that leads to the granting of a certificate, diploma or certification by a provincially recognized agency.

Payment of instructors for general interest courses will be established solely by the College and subject to demand. Payment of instructors for credit courses will be in accordance with the Collective Agreement.

MEMORANDUM OF UNDERSTANDING #4

Long Term Disability

1.1 Eligibility

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

1.2 Long Term Disability Benefit

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

- (a) While the employee has a sick bank balance to be used on a day-for-day basis, full monthly earnings will continue until the sick bank is exhausted, and Section 1.6 will not apply.

(b) When an employee has no sick bank, or after it is exhausted, the employee shall receive a monthly benefit equal to the sum of:

- (1) Sixty-six and two-thirds percent (66⅔%) of the first three thousand dollars (\$3,000) of monthly earnings, and
- (2) Fifty percent (50%) of the monthly earnings above three thousand dollars (\$3,000).
- (3) The amount of the sum of (1) above and (2) above shall not exceed two thousand seven hundred and fifty dollars (\$2,750).

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

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

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

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

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

1.3 Total Disability

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

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

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

- (c) (1) If an employee becomes totally disabled and during this period of total disability engages in rehabilitative employment, the regular monthly benefit from this plan will be reduced by twenty-five percent (25%) of the employee's earnings from such rehabilitative employment. In the event that income from rehabilitative employment and the benefit paid under this Plan exceeds eighty-five percent (85%) of the employee's earnings at date of disability, the benefit from this Plan will be further reduced by the excess amount.

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

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

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

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

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

1.4 Exclusions from Coverage

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

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

1.5 Pre-existing Conditions

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

1.6 Integration With Other Disability Income

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

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

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

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

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

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

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

1.7 Successive Disabilities

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

Should such an employee suffer a subsequent disability that is unrelated to the previous disability and, provided the period during which the employee returned to work is longer than one (1) month, the

subsequent disability shall be considered a new disability and the employee shall be entitled to benefit payments in accordance with the provisions of this Plan.

1.8 Cessation of Plan Coverage

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

- (a) on the date that is six (6) months prior to his/her sixty-fifth (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 eighteen (18) months of absence without pay except that if the leave is for educational purposes the maximum period will be extended to two (2) years. If an employee on leave of absence without pay or with partial pay, who has elected coverage under this Plan, becomes disabled, benefits under this Plan will be based upon monthly earnings immediately prior to the current leave of absence.

1.10 Benefits Upon Plan Termination

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

1.11 Contributions

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

1.12 Waiver of Contributions

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

1.13 Claims

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

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

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

1.14 Physical Examination

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

1.15 Canadian Currency

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

1.16 Administration

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

1.17 Implementation by Regulation

The provisions of this Plan shall be considered part of the Collective Agreement between the parties.

MEMORANDUM OF UNDERSTANDING #5**Reading Break**

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

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

MEMORANDUM OF UNDERSTANDING #6**Integration with the University of Northern British Columbia**

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

MEMORANDUM OF UNDERSTANDING #7**Professional Development Review**

A committee will be established within sixty (60) days of the signing of this Agreement. It will consist of two (2) administrators named by the President and two members appointed by the Union who will be current or previous members of the Professional Development Committee.

The task of the committee will be to determine the Professional Development allocations and charges levied against those funds for all colleges in the province. The members will then make recommendations to the Bargaining Principals for inclusion in the current collective bargaining Agreement.

If the parties are unable to agree on a Professional Development fund allocation and charges against those funds, the matter will be referred to mediation.

MEMORANDUM OF UNDERSTANDING #8
Instructor Evaluation Process

The parties signatory to this Agreement undertakes to meet and develop a Comprehensive Instructor Evaluation process within ninety (90) days of ratification of the Collective Agreement.

The Committee shall consist of two (2) persons appointed by the Union and two (2) persons appointed by the College.

Prior to the process being finalized and implemented the Education Council shall be provided the opportunity to review the Comprehensive Instructor Evaluation process.

MEMORANDUM OF UNDERSTANDING #9
International Education

Northern Lights College does not presently have an International Education Program (i.e. no employee of Northern Lights College travels outside Canada and the US to perform assigned work pursuant to the employees' Collective Agreement).

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

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

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

MEMORANDUM OF AGREEMENT #10
Faculty Flextime

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

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

Basic Premises of the model must include:

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

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

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

MEMORANDUM OF AGREEMENT #11
Continuing Education

between

Northern Lights College(The "*Employer*")

and

B.C. Government and Service Employee's Union (The "*Union*")

1. The parties agree that presently there is bargaining unit and non-bargaining unit work. This work is currently defined by MOU #3, and there is a current practice to assign work as bargaining unit and no-bargaining unit work.

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

2. The Union will place the grievance of John Turner in abeyance and cancel the arbitration scheduled for November, 2005.

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

a. The Committee will have equal representation from the Union and the Employer. The parties agree to include advisors, brought in by either party to provide technical or program information.

b. The Committee will have access to all available historical and current information regarding courses and providers.

c. The Committee will seek to establish the present scope of bargaining and non-bargaining unit work.

d. The Committee will seek to identify issues with respect in including workers within the bargaining unit.

e. The Committee will prepare a report for the Bargaining Principals for the next round of bargaining.

f. Cost of the Committee will be paid by the Employer. The parties will exercise due consideration when scheduling meetings in order to minimize the expense.

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

John Turner, Instructor
Dawson Creek Bargaining Chair

Ron Smallwood
Instructor, Fort Nelson

David Strebb
BCGEU Staff Rep

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

Greg Larsen
VP Finance and Administration

Eric Sehn
Campus Principal, Fort St. John

LETTER OF UNDERSTANDING #12
Northern Lights College Faculty

The parties agree that Department Heads will be known as Chairs and that Senior Instructors will be known as Program Leaders.

In addition, those Department Heads currently in positions will have their appointments terms and conditions of employment grand-parented. On the conclusion of any new appointments, the Chair/Program Leader will return to his/her previous position.

For The Employer:

G. E. (Greg) Larsen
 Vice President Corporate Services

For the Union:

Ann Krauseneck
 Staff Representative

APPENDIX A
Instructors' Salary Scale
(Annual)

Refer to Common Agreement – Appendix A

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

Step	April 1/07 to March 31/08	April 1/08 to March 31/09	April 1/09 to March 31/10
1	787	810	832
2	748	764	780
3	697	711	726
4	668	682	697
5	644	657	671
6	619	632	646
7	595	607	620
8	570	582	595
9	546	557	569
10	521	532	543
11	497	507	518

FORMULAS

Monthly Rate:	Annual Salary divided by 12
Hourly Rate:	Monthly Salary divided by 130.50 for Appendix 2(a) employees Monthly Salary divided by 152.25 for Appendix 2(b) employees
Daily Rate:	Hourly Rate x 6 for Appendix 2(a) employees Hourly Rate x 7 for Appendix 2(b) employees
Other O/T:	Time and one-half (1½x) for the first two (2) hours, double-time (2x) thereafter
Premium Rate:	Sixty cents (60¢) per hour

APPENDIX B
List of Arbitrators

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

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