

For the purpose of this Agreement:

All language which is underlined in this manner is new language agreed to in the most recent round of collective bargaining.

(1) **Bargaining unit** is the unit for collective bargaining for which the B.C. Government and Service Employees' Union is certified by the Industrial Relations Council.

(2) **Basic pay** means the rate of pay negotiated by the parties to this Agreement, including add-to-pay resulting from salary protection.

(3) **Child** is deemed to include a ward of the Superintendent of Child Welfare, or a child of a spouse.

(4) **Complainant** means a person who alleges that he or she has been harassed or discriminated against.

(5) **Continuous employment** or **Continuous service** means uninterrupted employment as a regular or auxiliary employee with the Northwest Community College and includes service in the Public Service of British Columbia for those employees employed by the Public Service of British Columbia at March 31, 1976 and melded to Northwest Community College at April 1, 1976 as recognized at the time of the melding, subject to the provisions of Articles 11 and 30.

(6) **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 their position. This does not include employees on a leave of absence.

(7) **Employee** means a member of the bargaining unit and includes instructors who teach a course or in a program granting credit towards a certificate or diploma:

(a) **Regular employee** - meaning an employee who is employed for work which is of a continuous full-time or continuous part-time nature; or who is employed for work which is of a continuous full-time nature and which is expected to last for a six (6) month period or longer; or an employee who has an appointment which as an average workload equivalent of fifty percent (50%) or more of a full-time annual workload on a continuous or a term basis.

(b) **Auxiliary employee** - meaning an employee who is employed for work which is not of a continuous nature such as:

(1) seasonal positions;

(2) positions created to carry out special projects of work which is not continuous; and

(3) temporary positions created to cover employees on vacation, short-term disability leave, education leave, compassionate leave, or other leave.

(c) **Substitute instructor** - substitute instructors as outlined in the Letter of Agreement are not categorized as auxiliary employees.

**Employee** does not include

(1) incumbents of managerial or confidential positions mutually excluded by the parties to this Agreement;

(2) all part-time and/or short term instructors which are hired to instruct in subject areas which are not covered by the programme areas as outlined in Article 32.3 Instructional Workload, and excluded by mutual agreement;

A list of excluded non-union employees will be maintained by the College. Any issues which arise from their exclusion will be discussed by the Joint Committee.

- (8) **Employer** means the Northwest Community College.
- (9) **Headquarters or geographic location** is that area within a radius of thirty-two (32) kilometres of where an employee ordinarily performs their duties. When employees are relocated the headquarters area may be redefined where exceptional circumstances such as unusual road conditions exist.
- (10) **Holiday** means the twenty-four-(24) hour period commencing at 0001 hours of a day designated as a paid holiday in this Agreement.
- (11) **Hours of operation** are the hours established by the Employer to provide adequate service to the public and to fulfil the functions of the work unit.
- (12) **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.
- (13) **Instructor** - The primary role of an instructor is to facilitate learning for an assigned group of students, including: on-going planning, preparation, presentation and evaluation of course(s) in an approved program of studies, related administrative tasks, record keeping and monitoring student progress.
- (14) **Lateral transfer or "transfer"** refers to the movement of an employee from one position to another which does not constitute a demotion or promotion.
- (15) **Layoff** - includes a cessation of employment, resulting from elimination of a job, a reorganization, program termination, closure or other material change in organization.
- (16) **Leave of absence with pay** means to be absent from duty with permission and with pay.
- (17) **Leave of absence without pay** means to be absent from duty with permission but without pay.
- (18) **Probation:** is defined as a full academic year for the program or in the case of a term appointment, the equivalent of two (2) full-time teaching semesters to which an employee is subject upon appointment or promotion during which time the Employer may reject the probationary employee for just cause. Upon successful completion of probation, an employee shall be confirmed in the position by the College. In a case involving a promotion, should an employee be rejected during the probation period, they shall revert to their former position or to a position at the same level they occupied prior to promotion.
- (19)Program Coordinator/Instructor – Responsibilities: In addition to their instructional responsibilities, Program Coordinators are responsible for: advocacy; program delivery; budget development, implementation and accountability; committee work; community liaison; and related student support services.
- (20) Relocation refers to the movement of an employee from one geographic location to another. Deleted: ¶
- (21) **Resignation** means a voluntary notice by the employee that they are terminating their service on the date specified. Whenever possible, regular full-time employees will give the employer two months written notice.
- (22) **Respondent** means a person who is alleged to have engaged in harassment or discrimination.
- (23) **Rest period** is a paid interval which is included in the workday and is intended to give the employee an opportunity to have refreshments or a rest.
- (24) **Spouse** is:

(a) a lawful husband or wife, or

(b) a person of the opposite sex living in a common law relationship with the employee. A common law relationship will exist when, for a continuous period of at least one (1) year, an employee has lived with a person in a relationship of some permanence as a couple, and intends to live with that person as a couple.

(c) a person of the same sex as the employee and with whom the employee cohabited for a period of at least one (1) year and the employee and this person represent themselves as a couple.

The College will accept same-gender spousal relationships for the purpose of benefits in those instances where there is no regulatory or other external impediment to the College's control. This definition shall apply to the following benefits: Medical Services Plan, Extended Health Plan, Dental Plan and the Basic Group Life Plan.

(25) **Termination** is the separation of an employee from the College for cause pursuant to Articles 10, 11 or 30.

(26) **Travel status** with respect to an employee means absence of the employee from their headquarters or geographic location on College business with the approval of the Employer.

(27) **Union** means the B.C. Government and Service Employees' Union.

(28) **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.

(29) **Work schedule** means the roster of work hours and days to meet the annual hours of work.

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ARTICLE 1 - PREAMBLEARTICLE 1 - PREAMBLEARTICLE 1 - PREAMBLE

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1.1 Purpose of Agreement1.1 Purpose of Agreement1.1 Purpose of Agreement

(a) The purpose of this Agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the Union.

(b) The parties to this Agreement share a desire to improve the quality of educational service provided by the College. Accordingly, they are determined to establish, within the framework provided by the law, an effective working relationship at all levels of the College in which members of the bargaining unit are employed.

1.2 Future Legislation1.2 Future Legislation1.2 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 Regulations1.3 Conflict with Regulations1.3 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 regulation.

1.4 Notice of Legislative Change1.4 Notice of Legislative Change1.4 Notice of Legislative Change

The parties agree that no formal proposal submitted by either party to amend, repeal or revise the Colleges and Provincial Institutes Act, the Labour Code or regulations made pursuant thereto, which would affect the terms and conditions of employment of employees covered by this Agreement shall be put forward without first notifying the other party in writing of the nature of the proposal.

1.5 Singular and Plural1.5 Singular and Plural1.5 Singular and Plural

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 Rights1.6 Human Rights1.6 Human Rights

(a) The Employer and the Union agree that under this Collective Agreement there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee in the matter of hiring, wage rates, training, up-grading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, religion, political affiliation or activity, sexual orientation, sex, or marital status, family relationship, place of residence, physical handicap, nor by reason of membership or activity in the Union.

(b) Nothing in Clause 1.6(a) shall be interpreted as prohibiting the parties from jointly agreeing to an affirmative action program.

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1.7 Sexual Harassment1.7 Sexual Harassment1.7 Sexual Harassment

(a) The Union and the Employer recognize the right of the employees to work in an environment free from sexual harassment and the Employer undertakes to discipline any person employed by the Employer engaging in the sexual harassment of another employee.

(b) Sexual harassment means sexual-oriented verbal or physical behaviour which is unwanted by any

individuals to whom such behaviour is presented. Such behaviour could include, but is not limited to:

- (1) touching, patting or other physical contact;
  - (2) leering, staring or the making of sexual gestures;
  - (3) implicit and explicit demands for sexual favours;
  - (4) verbal abuse or threats; unwanted sexual invitations;
  - (5) physical assault of a sexual nature;
  - (6) distribution of material or comments, both written and oral, or a pornographic or sexist nature;
  - (7) promise of reward for sexual favours;
  - (8) expressed or implied threat for failing to provide sexual favours.
- (c) Both males and females can be sexually harassed by members of either sex.
- (d) To constitute sexual harassment, the behaviour need not always be repeated or persistent; a single incident may suffice.
- (e) In cases of sexual harassment, the employee being harassed has the right to discontinue contact with the alleged harasser without incurring any penalty, pending determination of the grievance. In cases where sexual harassment may result in the transfer of an employee, where possible, it shall be the harasser who is transferred. The employee who is harassed will not be transferred against their will.
- (f) An employee may initiate a grievance under this clause at any step of the grievance procedure. Grievances under this clause will be handled with all possible confidentiality and dispatch.
- (g) An alleged offender under this clause shall be entitled:
- (1) to be given notice of the substance of a grievance under this clause;
  - (2) to be given notice of and to attend, participate in, and be represented at any arbitration hearing which is held as a result of a grievance under this clause.
- (h) An Arbitrator, hearing a grievance under this clause, shall have authority to:
- (1) dismiss the grievance;
  - (2) determine the appropriate level of discipline;
  - (3) make such further order as may be necessary to provide a final and conclusive settlement of the grievance.
- (i) An alleged offender under this clause shall not be entitled to grieve disciplinary action taken by the Employer which is consistent with the award of the Arbitrator.
- (j) Time lines for filing grievances of this nature to be waived under this article to a maximum of nine (9) months.

### **1.8 Personal Harassment1.8 Personal Harassment1.8 Personal Harassment**

- (a) The Union and the Employer recognize the right of the employees to work in an environment free from personal harassment.
- (b) Personal harassment means a course of verbal or physical conduct which causes substantial distress in that person or persons. It includes, but is not limited to:
- (1) physical threat, intimidation, or assault, or unwelcome physical contact such as touching,

patting, pinching and punching, or

(2) unwelcome behaviour or comment that is directed at, or offensive to any employee that demeans, belittles, causes personal humiliation or embarrassment to the employee or any other employees, or

(3) implied or expressed promise of reward or threat of reprisal, or the denial of opportunity for refusal to comply with a request which is unrelated to an employee's assigned duties, or

(4) the improper use of power and authority inherent in the position held, so as to endanger an employee's position, threaten the economic livelihood of the employee, or in any other way interfere with or influence the career of such an employee, or

(5) remarks or behaviour which may reasonably be perceived to create a negative psychological or emotional environment for work or study.

(c) Additional Guidelines

(1) To constitute harassment or discrimination, the behaviour need not always be repeated or persistent; in some circumstances, a single incident will suffice.

(2) Time limits shall be waived for filing grievances under this article to a maximum of nine (9) months.

(d) Initial Consultation

A member of the BCGEU who feels that he or she has been harassed or discriminated against should begin by discussing the matter with their shop steward of choice. The situation will be reviewed confidentially, and the Complainant will be provided with information and advice regarding:

(1) whether the behaviour in question may constitute harassment or discrimination under this Agreement;

(2) the procedures and options available to the Complainant; and

(3) steps which the Complainant may wish to take to resolve the situation her/himself.

(e) The Employer under takes to discipline any person employed by the Employer engaging in the personal harassment of another employee.

(f) A grievance may be initiated at any step in the grievance process and will be handled with all possible confidentiality and dispatch.

**ARTICLE 2 - UNION RECOGNITION AND RIGHTS**

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**2.1 Bargaining Unit Defined**

(a) The bargaining unit shall consist of all employees covered by the certification issued by the Industrial Relations Council except those persons employed in a managerial or confidential capacity. The parties recognize that referral to the legislated authority is the ultimate step to resolve a dispute on exclusions and that they should make every attempt to negotiate the matter of exclusions and to resolve the issues as expeditiously as possible. Where the Employer seeks to exclude a position, notification shall be given to the Union in writing. Where agreement is not reached within fourteen (14) days of receipt of the notification, the matter shall be submitted to the legislated authority for adjudication. The Employer shall make every attempt to provide time prior to making an appointment for the process outlined above to be completed. When it becomes necessary to fill a new position in dispute the

incumbent will not be considered in the unit until determination is made by the legislated authority. Established or upgraded positions in the bargaining unit shall not be excluded except by mutual agreement or a decision of the legislated authority.

(b) *Work of the Bargaining Unit*

Persons who are not covered by this Agreement shall not work on any job which is included in the bargaining unit or result in the avoidance of recalling an employee on layoff.

**2.2 Bargaining Agent Recognition**

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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 Industrial Relations Council 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 their designate and to the Chairperson of the bargaining unit.

(b) The Employer agrees that a copy of any correspondence between the Employer and any employee in the bargaining unit covered by this Agreement pertaining to the interpretation or application of any clause in this Agreement as it applies to that employee, shall be forwarded to the President of the Union or their designate and to the Chairperson of the bargaining unit.

**2.4 No Other Agreement**

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

**2.5 No Discrimination for Union Activity**

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

**2.6 Recognition and Rights of Stewards**

(a) 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.

(b) The Union agrees to provide the Employer with a list of the employees designated as stewards for each jurisdictional area.

(c) A steward, or their alternate, shall obtain the permission of their immediate supervisor before leaving their work to perform their duties as a steward. Leave for this purpose shall be with pay. Such permission shall be automatically granted unless notice is received from the designate for the Employer to the designate for the Union alleging that a problem exists and the designates have met in an effort to resolve the problem. On resuming their normal duties, the steward shall notify their supervisor.

(d) The duties of stewards shall include:

- (1) investigation of complaints of an urgent nature;

- (2) investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;
- (3) supervision of ballot boxes and other related functions during ratification votes;
- (4) attending meetings at the request or with the prior permission of the Employer.

**2.7 Bulletin Boards2.7 Bulletin Boards2.7 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 Insignia2.8 Union Insignia2.8 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 or Handle "Hot Products"2.9 Right to Refuse to Cross Picket Lines or Handle "Hot Products"2.9 Right to Refuse to Cross Picket Lines or Handle "Hot Products"**

- (a) All employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a dispute as defined in the Labour Code of British Columbia. 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.
- (b) No employee covered by this Agreement shall be required to handle any products declared by the B.C. Federation of Labour to be a "Hot Product".

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**2.10 Time Off for Union Business**

(a) Without Pay

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

- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
- (2) for elected or appointed representatives of the Union to attend to Union business which requires them to leave their general work area;
- (3) for employees who are representatives of the Union on the bargaining committee to attend meetings of the bargaining committee;
- (4) to employees called by the Union to appear as witnesses before an arbitration board or the Industrial Relations Council;

(b) With Pay

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

- (1) four (4) employees who are representatives of the Union on the Union's bargaining committee to carry on negotiations with the Employer. Pay for leave for members of the Union's bargaining committee in excess of four (4) shall be at the option of the Employer;
- (2) Subject to operational requirements and upon mutual agreement of the parties, the Union Chairperson and BCGEU employees who are on duty will be allowed to attend a one (1) hour meeting per year in each region. The Union agrees to provide the College with four (4) week's notice of the times, the dates and the location of the meetings;
- (3) Any employee designated to sit as an observer on a selection committee in their geographic location in accordance with Clause 12.1;
- (4) Union representatives on the Joint Committee as per Article 28 and the Joint Classification Committee shall have their wages and expenses covered to attend the meetings of the Joint Committee.

(c) At the request of the Union, the Union Chairperson shall be granted up to twenty (20%) percent release time from a full workload.

(d) To facilitate the administration of this clause 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 clause shall include sufficient travel time. The Union shall provide the Employer with reasonable notice prior to the commencement of leave under this clause. It is understood that employees granted leave of absence pursuant to this clause 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 Code of B.C. 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 SECURITYARTICLE 3 - UNION SECURITYARTICLE 3 - UNION SECURITY**

- (a) All employees in the bargaining unit who on March 8, 1974, were members of the Union or thereafter became members of the Union shall, as a condition of continued employment, maintain such membership (subject only to the provisions of Section 15 of the Labour Code of B.C.).
- (b) All employees hired on or after March 8, 1974 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 Section 15 of the Labour Code of B.C.).
- (c) Nothing in this Agreement shall be construed as requiring a person who was an employee prior to March 8, 1974, to become a member of the Union.

**ARTICLE 4 - CHECK-OFF OF UNION DUESARTICLE 4 - CHECK-OFF OF UNION DUESARTICLE 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) Upon written notification by the Union 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 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.
- (e) Before the Employer is obliged to deduct any amount under (a) above, 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.
- (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 supply each employee, without charge, a receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous year. Such receipts shall be provided to the employees prior to March 1st, of the succeeding year.
- (h) An employee 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.

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**ARTICLE 5 - EMPLOYER AND UNION TO ACQUAINT NEW EMPLOYEES  
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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 introduced to their shop steward who will provide them with a copy of the Collective Agreement. The Employer agrees that the 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 employee's first day at work for the purpose of acquainting the new employee with the benefits and duties of Union membership and the employee's responsibilities and obligations to the Employer and the Union.

**ARTICLE 6 - EMPLOYER'S RIGHTS  
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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  
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**7.1 Union and Employer Representation  
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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 Representatives  
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(a) 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.

(b) Members of the Union staff shall notify the excluded designated supervisory officials in advance of their intentions and their purpose for entering and shall not interfere with the operation of the College.

(c) 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.

(d) The College recognizes that in some circumstances it is difficult for the President or their paid Union representatives to meet with employees outside of normal working hours. In such cases, the President or their designate shall submit a request in writing to the College to meet with employees during working hours at their normal place of work. Subject to operational requirements, the College shall grant permission for such meeting not to exceed one (1) hour's duration. Attendance at such meetings shall be considered as time worked.

(e) The College may, upon written request from the President of the Union or their designate, allow reasonable time for a designated representative of the Union on the agenda of any course, training session or seminar sponsored for the employee by the College. Such permission will not be unreasonably withheld.

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**7.3 Technical Information7.3 Technical Information7.3 Technical Information**

The College 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 and for monitoring compliance with this Agreement. This information shall include but not be limited to the following: payroll department number, social insurance number, last name, first name, date of birth, union dues (total for month) and gross pay, in ASCII language. Further, the College will provide the Union a listing of the employees every three months to include name, job classification number and job step.

**ARTICLE 8 - GRIEVANCESARTICLE 8 - GRIEVANCESARTICLE 8 - GRIEVANCES****8.1 Grievance Procedure8.1 Grievance Procedure8.1 Grievance Procedure**

- (a) The Employer and the Union recognize that grievances may arise concerning:
- (1) differences between the parties respecting the interpretation, application, operation or any alleged violation of a provision of this Agreement, or arbitral/investigator award, including a question as to whether or not a matter is subject to arbitration; or
  - (2) the dismissal, discipline or suspension of an employee bound by this Agreement.
- (b) The procedure for resolving a grievance shall be the grievance procedure in this article.

**8.2 Step 18.2 Step 18.2 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 Employer shall provide the Union with a list of the appropriate designated excluded supervisors and their area of responsibility within the Institute. In the event the appropriate excluded supervisor is not available, the grievance may be presented to the Director of Human Resources. The aggrieved employee shall have the right to have their 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. Where the aggrieved employee is a steward, the employee shall not, where possible, act as a steward in respect of their own grievance but shall submit the grievance through another steward or Union Staff Representative.

**8.3 Time Limits to Present Initial Grievance8.3 Time Limits to Present Initial Grievance8.3 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 Clause 8.4, must do so no later than thirty (30) days after the date:

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

**8.4 Step 28.4 Step 28.4 Step 2**

Subject to the time limits in Clause 8.3, the employee may present a grievance at this level by:

- (a) recording their grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
- (b) stating the article or articles of the Agreement infringed upon or alleged to have been violated, and the remedy or correction required; and

(c) transmitting their grievance through the Union steward, to the representative of the Employer authorized to deal with grievances at Step 2, who shall provide the employee with a receipt stating the date on which the grievance was received.

**8.5 Time Limit to Reply at Step 28.5 Time Limit to Reply at Step 28.5 Time Limit to Reply at Step 2**

(a) Within fourteen (14) days of receiving the grievance at Step 2, the representative designated by the Employer to handle grievances at Step 2 and the Union Area Staff Representative, or their designate, shall meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. This meeting may be waived by mutual agreement.

(b) The representative designated by the Employer to handle grievances at Step 2 shall reply in writing to an employee's grievance within twenty-one (21) days of receiving the grievance at Step 2.

(c) The reply at this step shall include a report of the Step 2 meeting and results of investigations carried out by the Employer with regard to the facts and nature of the grievance. The report shall not be introduced as evidence at any arbitration or investigator proceeding.

**8.6 Failure to Act8.6 Failure to Act8.6 Failure to Act**

(a) If the President of the Union, or their designate does not present a grievance to the next higher level within the prescribed time limits, the grievance will be deemed to have been abandoned. However, the Union shall not be deemed to have prejudiced its position on any future grievance.

(b) Failing satisfactory settlement at Step 2 and pursuant to Clause 8.14, either party may inform the other party of its intention to submit the matter to the investigator within the time limit referred to in Clause 8.7.

**8.7 Time Limits to Submit to Arbitration8.7 Time Limits to Submit to Arbitration8.7 Time Limits to Submit to Arbitration**

Failing satisfactory settlement at Step 2, and pursuant to Article 9, the President or their designate, may inform the Employer of their intention to submit the dispute to arbitration within:

- (a) thirty (30) days after the Employer's decision has been received; or
- (b) thirty (30) days after the Employer's decision was due whichever occurs first.

**8.8 Administrative Provisions8.8 Administrative Provisions8.8 Administrative Provisions**

(a) Grievance replies at Step 2 of the grievance procedure and notification to arbitrate or to use an investigator shall be by registered mail.

(b) Grievance replies and notification shall be deemed to have been presented on the date on which they were registered, and received on the date they were delivered to the appropriate office of the Employer or the Union.

(c) In the event of a dispute, strike, lockout, or other work stoppage in the Canada Post Office, within British Columbia, this clause shall not apply.

**8.9 Dismissal or Suspension Grievance8.9 Dismissal or Suspension Grievance8.9 Dismissal or Suspension Grievance**

(a) In the case of a dispute arising from an employee's dismissal, the grievance may be filed directly at arbitration within thirty (30) days of the date on which the dismissal occurred, or within thirty (30) days of

the employee receiving notice of dismissal, whichever occurs first.

(b) In the case of a dispute arising from an employee's suspension, the grievance may commence at Step 2 of the grievance procedure within thirty (30) days of the date on which the suspension occurred, or within thirty (30) days of the employee receiving notice of suspension, whichever occurs first.

**8.10 Deviation from Grievance Procedure 8.10 Deviation from Grievance Procedure 8.10 Deviation from Grievance Procedure**

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

(b) In the event that, after having initiated a grievance through the grievance procedure, an employee endeavour 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.

**8.11 Policy Grievance 8.11 Policy Grievance 8.11 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 Employer or the Union, as the case may be, within sixty (60) days of the occurrence. Where no satisfactory agreement is reached, either party may submit the dispute to arbitration, as set out in Article 9.

**8.12 Technical Objections to Grievances 8.12 Technical Objections to Grievances 8.12 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 arbitrator/investigator 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.

**8.13 Effective Date of Settlements 8.13 Effective Date of Settlements 8.13 Effective Date of Settlements**

Settlements reached at any step of the grievance procedure in this Article, other than Clause 8.11, 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 the arbitrator/investigator.

**8.14 Investigator 8.14 Investigator 8.14 Investigator**

Where 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 terms of the Collective Agreement, Marvin Chertkow, or a substitute agreed to by the parties, shall, if the parties mutually agree, in accordance with Section 84 of the Labour Code:

- (a) investigate the difference;
- (b) define the issue in the difference, and
- (c) make written recommendations to resolve the difference within five (5) days of the date of receipt of the request, and for those five (5) days from that date, time does not run in respect of the grievance

procedure.

**8.15 Amending Time Limits 8.15 Amending Time Limits 8.15 Amending 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.

**ARTICLE 9 - ARBITRATION ARTICLE 9 - ARBITRATION ARTICLE 9 - ARBITRATION**

**9.1 Notification 9.1 Notification 9.1 Notification**

Where a difference arises 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 thirty (30) days of the receipt, or due date, of the reply at the second step, of its desire to submit the difference or allegation to arbitration.

**9.2 Single Arbitrator 9.2 Single Arbitrator 9.2 Single Arbitrator**

When a party has requested that a grievance be submitted to arbitration, the grievance shall be submitted to one of the following single arbitrators on a rotational basis subject to their availability within ninety (90) days. In the event that none of the following arbitrators is available within ninety (90) days, then the arbitrator who is available at the earliest date shall be appointed.

- (1) D. Munroe
- (2) S. Kelleher
- (3) D. McPhillips
- (4) H. Laing

**9.3 Single Arbitrator Procedure 9.3 Single Arbitrator Procedure 9.3 Single Arbitrator Procedure**

(a) The arbitrator may determine their own procedure in accordance with the Labour Code of B.C. and shall give full opportunity to all parties to present evidence and make representations. The arbitrator shall hear and determine the difference or allegation and shall render a decision within thirty (30) days of the conclusion of the hearing.

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(b) In the matter concerning a suspension or dismissal which an arbitrator has ruled to be unjust, there shall be no onus on the employee to mitigate loss, nor shall consideration be given to any mitigation that may have taken place.

**9.4 Expedited Arbitration 9.4 Expedited Arbitration 9.4 Expedited Arbitration**

Expedited arbitration shall refer to a system of rights arbitration incorporating procedures specifically designed to reduce delay and / or cost in the hearing and issuance of an award.

(a) All grievances except dismissals, rejection on probation, demotion, suspensions greater than ten (10) days, or policy grievances requiring substantial interpretation of a provision of the Collective Agreement may be considered suitable for and resolved by expedited arbitration upon mutual agreement of the parties.

(b) The parties shall mutually agree upon a single arbitrator whose name shall be taken from a list of single arbitrators which was mutually agreed upon by the parties.

(c) The arbitrator shall hear the grievance and shall render a decision within two (2) working days of

such hearings. No written reasons for the decision shall be provided beyond that which the arbitrator deems appropriate to convey a decision.

(d) Arbitration awards shall be of no precedential value and shall not, therefore, be referred to by the parties in respect of any other matter.

(e) Arbitrators are not allowed to interpret the Agreement other than Clause 8.15.

(f) All settlements of expedited arbitrations shall be "without prejudice".

(g) The parties shall equally share the cost of fees and expenses of the arbitrator and hearing room.

(h) No later than two (2) weeks prior to the scheduled hearing for each grievance, the Union and the Employer shall prepare a statement of agreed facts for presentation at the hearing. They will identify the names of all witnesses that they intend to call and will advise the other party of the purpose for which that witness is being called. They will also identify any preliminary issues that they intend to raise with the arbitrator and the remedy being sought.

(i) The arbitrator's decision shall be final and binding upon the parties and no further action may be taken on that grievance by any means.

(j) Notwithstanding the above, either party may take any grievance to full arbitration as per Article 9 of this Agreement.

Arbitrator - Ms. Judy Korbin

**9.5 Disagreement on Decision9.5 Disagreement on Decision9.5 Disagreement on Decision**

Should the parties disagree as to the meaning of the arbitrator's decision, either party may apply to the arbitrator to clarify the decision, which the arbitrator shall make every effort to do within seven (7) days of receipt of such application.

**9.6 Expenses of Arbitrator9.6 Expenses of Arbitrator9.6 Expenses of Arbitrator**

Each party shall pay one-half (½) of the fees and expenses of the arbitrator.

**9.7 Amending Time Limits9.7 Amending Time Limits9.7 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.

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

**10.1 Burden of Proof10.1 Burden of Proof10.1 Burden of Proof**

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

**10.2 Dismissal10.2 Dismissal10.2 Dismissal**

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

**10.3 Suspension10.3 Suspension10.3 Suspension**

The Employer may suspend an employee for just cause. Notice of suspension shall be in writing and shall set forth the reasons for the suspension.

#### **10.4 Dismissal and Suspension Grievance**

All dismissals and suspensions will be subject to formal grievance procedure under Article 8. A copy of the written notice of dismissal or suspension shall be forwarded to the President of the Union 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 adverse employee appraisals. An employee and the Union shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action unless the employee has advised the Employer in writing that the Union is not to be given such copy. Should an employee dispute any such entry in their file, the employee shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of their personnel record. Any such document, other than employee appraisals, shall not be quoted in any way after the expiration of fifteen (15) months from the date it was issued and will at the request of the employee be removed and destroyed provided there has not been any further disciplinary infraction. The Employer agrees not to introduce as evidence in any hearing any document from the files of an employee, the existence of which the employee was not aware at the time of filing.

#### **10.6 Employee Appraisal Forms**

The parties agree that the sub-committee on evaluation will continue to meet until March 31, 1999 with the purpose of concluding a Letter of Agreement on Faculty and Program Coordinator Evaluation processes for implementation in September 1999.

Evaluation and Skill Development – see Letter of Agreement

#### **10.7 Personnel File**

(a) An employee, or the President of the Union (or the President's designate) with the written authority of the employee, shall be entitled to review an employee's personnel file, in the office in which the file is normally kept. The employee or the President, as the case may be, shall give the Employer adequate notice prior to having access to such files.

(b) An employee's personnel file will contain all documents pertaining to an employee's work history and employment related items and shall be kept in a secure fashion in order to preserve confidentiality and privacy.

#### **10.8 Right to Have Steward Present**

(a) An employee shall have the right to have their 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 their steward, providing that this does not result in an undue delay of the appropriate action being taken. This clause shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.

(b) A steward shall have the right to consult with a Staff Representative of the Union and to have a

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

### **10.9 Rejection During Probation**

(a) The Employer may reject any probationary employee for just cause. A rejection during probation shall not be considered a dismissal for the purpose of Clause 10.4. 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 they have been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance.

(b) Where an employee feels they have been aggrieved by the decision of the Employer to reject the employee during the probationary period, the President may appeal the decision in accordance with Clause 8.4 within fourteen (14) days of the employee receiving the notice of rejection.

## **ARTICLE 11 - SENIORITY, LAYOFF AND RECALL**

### **11.1 Seniority**

Seniority shall mean the length of continuous service as an employee of the College. Seniority shall include service in the Public Service of British Columbia of those employees employed by the Public Service of British Columbia at March 31, 1976 and melded to Northwest Community College at April 1, 1976, and recognized at the time of melding. Seniority for part-time employees shall be prorated on the basis of full-time workload as described in Article 32 for faculty.

### **11.2 Seniority List**

The Employer shall maintain a seniority list showing all necessary information relevant to the application of the seniority provisions of the Agreement. An up-to-date seniority list shall be sent to the President of the Union or their designate quarterly.

### **11.3 Letter of Appointment**

Employees shall receive a letter of appointment prior to commencing employment if possible. The Employer shall provide the Union designate with a copy of all letters of appointment issued to regular or auxiliary employees within the bargaining unit.

### **11.4 Seniority During Initial Probation**

Employees shall earn but not be credited with seniority during the initial probationary period. Upon successful completion of initial probation, an employee will be credited with seniority from the initial date of hire. Except as otherwise specified during initial probation, all other terms and conditions of this Agreement apply.

### **11.5 Seniority Accrual**

Employees shall maintain and accrue seniority for:

- (a) all service within the bargaining unit, subject to Clause 11.8;
- (b) periods of leave for illness or injury for a maximum period of two (2) years commencing from the first day of illness or injury under the STIIP plan;

- (c) periods of leave for any purpose except as outlined in Clause 11.6;
- (d) where an employee is on leave for illness or injury exceeding two (2) years, the employee shall retain seniority to that point but not continue to accrue seniority;
- (e) leave of absence periods of up to one (1) year for upgrading or maintaining job related skills. Reasons for the leave should be clearly stated and agreed to prior to leave commencement.

(f) Employees shall maintain but not accrue seniority for periods of employment in another bargaining unit.

#### 11.6 Seniority Breaks 11.6 Seniority Breaks 11.6 Seniority Breaks

Employees shall maintain but not accrue seniority:

- (a) during periods of layoff of less than one (1) year;
- (b) during periods of leave in excess of thirty (30) days
  - (1) to seek or hold public office;
  - (2) general leave as provided in Clauses 19.07, 19.10 and 11.5(d).

#### 11.7 Bridging of Service 11.7 Bridging of Service 11.7 Bridging of Service

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

- (a) The employee must have accrued at least three (3) years of seniority at time of termination.
- (b) The resignation must indicate the reason for termination.
- (c) The break in service shall be for no longer than six (6) years; and during that time the employee must not have been engaged in remunerative employment for more than six (6) months.
- (d) The previous seniority shall not be reinstated until the successful completion of the probationary period on re-employment.

#### 11.8 Loss of Seniority 11.8 Loss of Seniority 11.8 Loss of Seniority

An employee shall lose their seniority in the event that:

- (a) they are discharged for just cause;
- (b) subject to Clause 11.7, they voluntarily terminate their employment;
- (c) they are on layoff for more than two (2) years;
- (d) they fail to report for duty for ten (10) consecutive workdays without informing the Employer of the reason for their absence. An employee shall be afforded the opportunity to demonstrate that there were reasonable grounds for not having informed the Employer;
- (e) they decline two (2) recalls within a six (6) month period, for which seventy-two (72) hours' notice of recall is given. Where the Employer intends to register a decline, the employee shall be notified in writing with a copy to their shop steward.

**11.9 Layoff 11.9 Layoff 11.9 Layoff**

(a) Where the Employer identifies to the Union that the deletion of positions will result in the layoff of employees pursuant to Clause 11.9, the Employer and the Union shall, prior to the layoff of employees, identify any employees which

- (1) may be eligible for early retirement and,
- (2) may be willing to resign to provide a vacant position.

Should the cost of the payment of severance to an employee willing to resign not exceed the actual cost of the initial layoff, the Employer may make this option available. It is recognized that an employee taking severance under this option must actually prevent the layoff of another employee and the Employer will not incur any relocation expenses as a result of this application.

(b) In the event of a layoff, employees shall be laid off in reverse order of seniority within their seniority group providing those retained are qualified to perform the work available and can be expected to satisfactorily perform the work within a period of on-the-job training under immediate supervision not exceeding one (1) month.

(c) Bumping procedure:

(1) Regular employees who receive notice of layoff shall have the right to bump employees with less seniority.

(2) Where seniority is equal, the regular employee with the superior qualifications, for their particular job is deemed to have greater seniority.

(3) Regular employees, with three (3) or more years of seniority, shall have the right to bump employees in any of the nine (9) College geographic locations listed in (4) below.

(4) Regular employees, with less than three (3) years of seniority, shall be able to bump within their geographic location. Employees who are not on travel status and who are working in communities not named below shall be placed in the nearest geographic location. The geographic locations are:

- (i) Queen Charlotte City
- (ii) Prince Rupert
- (iii) Terrace
- (iv) Kitimat
- (v) Hazelton
- (vi) Smithers
- (vii) Houston
- (viii) Stewart
- (ix) Nass Valley

(5) Regular employees who are bumped shall in turn have the right to bump employees with less seniority.

(d) In the event the employee does not have the necessary seniority or qualifications to bump, the employee will be laid off.

(e) A regular employee shall notify the Employer in writing within two (2) weeks of receiving layoff notice whether bumping rights will be exercised or whether the employee opts for a layoff.

(f) If a regular employee opts for a layoff, the employee must choose either recall rights in accordance

with Article 11.11 or severance pay in accordance with Article 13.3 which will take effect on the date the layoff is scheduled to occur. If a regular employee declines to make a selection they shall be deemed to have taken the option under Article 13.3(a)(1).

(g) All relocation expenses resulting from bumping will be the employee's responsibility.

**11.10 Application 11.10 Application 11.10 Application**

The application of the layoff, bumping and recall procedures in this article shall be subject to joint Employer/Union discussion. These procedures shall be carried out on a College-wide basis as appropriate.

**11.11 Recall 11.11 Recall 11.11 Recall**

(a) Regular employees on layoff shall retain recall rights, commencing with the date of notice under Article 11.9(f) above, for a period of one (1) year within the geographic region from which they were laid off. Regular employees with three (3) or more years service shall retain recall rights throughout the College region.

(b) Employees shall be recalled in order of seniority within their seniority group provided those to be recalled are qualified to perform the work available and can be expected to satisfactorily perform the work within a period of on the job training under immediate supervision not exceeding one (1) month. Prior to posting a regular vacancy the Employer shall send a notice of such vacancy to the Bargaining Unit Chairperson.

(c) All relocation expenses resulting from recall will be the employee's responsibility.

(d) Recall shall be in order of service seniority. Regular employees shall be recalled before auxiliary employees.

**11.12 No New Employees 11.12 No New Employees 11.12 No New Employees**

No new employees shall be hired until:

- (a) the provisions in Clause 12.9(a) have been complied with; and
- (b) those on layoff have been given opportunity of recall pursuant to Clause 11.11.

**ARTICLE 12 - SERVICE CAREER POLICY ARTICLE 12 - SERVICE CAREER POLICY ARTICLE 12 - SERVICE CAREER POLICY**

**12.1 Union Observer 12.1 Union Observer 12.1 Union Observer**

The President of the Union or their designate may sit as an observer on a selection panel for positions in the bargaining unit. The observer shall be a disinterested party. This clause shall not apply to excluded positions. The Union observer shall be provided with a minimum selection criteria for the job posting, the review and short list of all applicants, and any other tool used in determining the selection.

**12.2 Selection Committee 12.2 Selection Committee 12.2 Selection Committee**

The selection committee for a regular appointment will be comprised of a minimum of four individuals including:

- (a) the appropriate administrator,
- (b) a co-ordinator where applicable, or instructor, (c) one instructor who is part of the discipline
- in which the vacancy occurs, and
- (d) one support person. This committee will short list, interview and make recommendations.

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Appropriate release time will be made available to those on the interview committee.

### 12.3 Notification12.3 Notification12.3 Notification

Unsuccessful employee applicants to posted positions will be notified of the name and classification of the successful applicant. The unsuccessful employee applicants shall upon written request be notified in writing of the reasons why they were unsuccessful.

### 12.4 Appeal Procedure12.4Appeal Procedure12.4 Appeal Procedure

Where an employee feels they have been aggrieved by the decision of the selection panel, the President or the President's designate may appeal the decision in accordance with Clause 8.4 within fourteen (14) days of the employee receiving the Employer's written reply to their request for the reasons why they were unsuccessful.

### 12.5 Relocations12.5 Relocations12.5 Relocations

It is understood by the parties that employees shall not be required to relocate from one geographic location to another against their will. However, the Employer and the Union recognize that in certain cases relocations may be in the interests of the Employer and/or the employee. In such cases, an employee will be fully advised of the reason for their relocation, as well as the possible result of refusal to be relocated.

### 12.6 Transfers Without Posting12.6 Transfers Without Posting12.6 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 initial probationary period;
- (b) all employees who have become incapacitated by industrial injury or industrial illness.

### 12.7 Interview Expenses12.7 Interview Expenses12.7 Interview Expenses

An employee applicant for a posted position who is not on leave of absence without pay or not on layoff or not on a scheduled day of rest, and who has been called for a panel interview shall be granted leave of absence with basic pay and shall have their authorized expenses paid. An employee granted leave under this clause shall notify their supervisor as soon as the employee is notified of their requirement to appear for an interview.

### 12.8 Appointment Procedures

- (a) Appointments, including promotions, filling vacancies, and transfers shall be on the basis of full qualifications and seniority. Full qualifications shall mean the candidate has all the necessary skills and qualifications as specified in the job description. Full qualifications being sufficient, the candidate with greater seniority shall be selected.

(b) All BCGEU employees of the College will be considered as internal applicants on any BCGEU postings.

- (c) Where there is an internal applicant with the necessary qualifications to perform the job the position will be offered to that candidate and the Employer will provide on-the-job training of up to one (1) month.

- (d) Where the Employer decides to select an applicant from outside the College, when there are applicants from among College employees, or where the senior applicant meeting the criteria outlined in Clause 12.8(a) is not selected, the onus for justifying such a selection shall rest with the Employer.12.8

**Appointment Procedures 12.8 Appointment Procedures**

- (e) Promotion out of Bargaining Unit:

An employee promoted permanently to an excluded position will cease to be covered by the terms of this Agreement. The employee may within thirty (30) workdays return to a position of equal classification and pay rate without loss of their rights and privileges under this Agreement. Except as provided in this article, excluded employees shall have no placement rights within the bargaining unit.

**12.9 Postings 12.9 Postings 12.9 Postings**

(a) All vacancies in existing positions and all new positions shall be posted within fourteen (14) days of their becoming required. Such postings shall be throughout the College region and shall be posted for five (5) working days prior to outside advertising where ever operationally feasible.

(b) The notice of postings shall contain the following information: nature of position, qualifications, experience, skills, whether shift work is involved, wages 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 boards at least fourteen (14) days prior to the closing date of the competition, except as provided for in Clauses 12.5 and 12.6.

(d) Subject to Section 3(2)(b) of the Human Rights Code of British Columbia, all job postings shall state "This position is open to both male and female applicants".

(e) A copy of each posting will be sent to all Shop Stewards.

**12.10 Vehicles 12.10 Vehicles 12.10 Vehicles**

If an employee is required to use their own automobile in the performance of their duties, the Employer shall ensure that the position posting or advertisement shall include this requirement.

**12.11 Instructor's Diploma 12.11 Instructor's Diploma 12.11 Instructor's Diploma**

For career advancement in related areas in the College service, where the job specification requires a bachelor's degree, the possession of a vocational instructor's diploma or certificate shall be considered on a parity basis.

**12.12 Exchange Programs**

The College agrees that exchange programs between the College and other jurisdictions, public and private, will be encouraged. Employees will be given the opportunity to participate in exchange programs at full basic pay and benefits.

**12.13 Selection of Senior Administrators**

Appointment of all excluded employees is clearly the responsibility of the Employer.

Selection Committee:

(a) There shall be a selection committee with equal representation from CUPE, BCGEU Support, BCGEU Instructors, Administration, and the College Board. The Union shall designate their representative(s).

(b) The selection committee will meet and set the minimum selection criteria, create a job posting, review and short list all applications, interview candidates and make recommendations to the President.

(c) The job posting will contain the working title, brief description of duties and classifications of positions, qualifications, and state ability and experience required.

(d) The posting will be posted within the College five (5) working days prior to it being advertised externally. A copy of the posting will be provided to the Union.

(e) The selection criteria will include the following: academic and professional qualifications, work experience, College related experience and contributions, community involvement, personal attributes, and competence in applicable areas.

(f) In the event that an administrative and Union-excluded position is filled by a member of the bargaining unit, the vacant position within the bargaining unit will be treated as a normal vacancy and filled in accordance with Article 12.

(g) In the event of a managerial reorganization, the Union will be consulted.

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## ARTICLE 13 - JOB SECURITY/SENIORITY RIGHTS ARTICLE 13 - JOB SECURITY/SENIORITY RIGHTS

### 13.1 Application of Agreement

The Employer will not use a combination of part-time and/or auxiliary employees to the extent that they replace, displace or prevent the hiring of a full-time employee.

### 13.2 Notice of Layoff

- (a) Employees shall be given at least two (2) months' notice of layoff or pay in lieu thereof.
- (b) Where the appointment term is specified in the letter of appointment, such letter shall be considered layoff notice.
- (c) Where the letter of appointment specifies an appointment of twelve (12) months or less, there shall be no severance pay entitlement. If after the initial appointment an additional period of work is appointed, the employee will be entitled to severance pay calculated to the date of their initial hire.

### 13.3 Severance, Retraining and Recall

(a) An employee who is to be laid off shall be entitled to one of the following options and shall so indicate their option in writing to the Employer within two weeks of notification of layoff. Where no indication is given within one calendar month, the employee will be deemed to have chosen option (1) below. The employee shall receive, together with his layoff notice, a listing of the current seniority list in order to review job possibilities with lesser seniority. The employee shall be entitled upon request to also receive job descriptions for any of these job possibilities.

- (1) A severance pay calculated on the basis of:
  - (i) one (1) month's current pay for each year of seniority rounded upward to the nearest year to a maximum of six (6) months' salary and;
  - (ii) one (1) additional month's current pay for each additional five (5) years of seniority rounded upward to the nearest year to a maximum of four (4) months salary.

This will be paid in full as soon after the date of layoff as administratively possible. An employee

exercising this option shall be eligible for recall to either regular or auxiliary positions.

(2) A severance pay calculated on the same basis as outlined in Clause 13.3(a)(1) above, and paid by instalments on regular paydays at regular pay rate until the full amount of severance pay is paid. An employee exercising this option shall be eligible for recall to either regular or auxiliary positions.

(3) Salary and benefit continuance excluding annual leave/annual vacation during period of retraining for employees with two (2) or more years' seniority calculated on the basis of one (1) month's continuance for each year of seniority to a maximum of six (6) months. An employee exercising this option shall not be eligible for recall notwithstanding Clause 11.11.

(b) Benefits under Clause 13.3(a) above shall not exceed the time that would be required for the employee to reach their maximum retirement age.

(c) On or prior to the date of layoff the Employer shall advise the employee of the probability of recall to regular and/or auxiliary positions.

(d) An employee failing to indicate to the Employer their option in writing within the time limit set out in Clause 13.3(a) above shall be deemed to have taken the option under Clause 13.3(a)(1) above.

(e) An employee taking the option under Clause 13.3(a)(1) above shall sign a statement to the effect that, should the employee be recalled to a regular position during the period covered by the severance pay, they shall immediately repay to the Employer the proportionate amount of severance pay received, and that failure to do so shall be deemed just cause for dismissal.

(f) An employee taking the option under Clause 13.3(a)(2) above and recalled to a regular position during the period covered by the severance pay shall immediately cease to receive any further instalment payments.

(g) Subject to Clause 11.11, an employee taking the option under Clause 13.3(a)(2) above shall take precedence over auxiliary employees when appropriate auxiliary vacancies arise. If the recall to auxiliary position occurs during the period covered by the severance pay, further instalment payments shall be suspended during the period of work but, upon layoff again, shall resume until the full amount of severance pay is paid. Refusal of an auxiliary job offer shall be counted as one(1) decline under Clause 11.8(e).

(h) An employee recalled to or retrained for a regular position and subsequently laid off again shall have calculation of their entitlement under Clause 13.3(a) based only on seniority accrued since the last appointment, but such amount shall not be less than the amount they did not receive previously.

## ARTICLE 14 - HOURS OF WORKARTICLE 14 - HOURS OF WORKARTICLE 14 - HOURS OF WORK

### 14.1 Conversion of Hours14.1 Conversion of Hours14.1 Conversion of Hours

The earning and granting of lieu days for designated holidays, short-term disability leave, annual leave and designated paid holiday for instructional staff will be on the basis of the weekly maximum defined in Article 32.3 divided by five (5) days.

### 14.2 Work Locations/Points of Assembly/Work Start Times14.2 Work Locations/Points of Assembly/Work Start Times14.2 Work Locations/Points of Assembly/Work Start Times

(a) Every stationary employee covered by this Agreement shall be assigned to a designated

headquarters. When temporarily assigned another work location, time spent in travel from the employee's residence to the new work location in excess of time normally spent in travel from the employee's residence to their designated headquarters shall be considered time worked.

(b) When employees are required to report to a central location in order to be assigned their work location, their workday shall commence from the time they are required to report for assignment.

#### ARTICLE 15 - OVERTIMEARTICLE 15 - OVERTIMEARTICLE 15 - OVERTIME

##### 15.1 Definitions15.1 Definitions15.1 Definitions

(a) "Overtime" means work performed by a full-time employee in excess or outside of their 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 the straight-time rate.

(d) "Double time" means twice the straight-time rate.

(e) "Double time and one-half" means two and one-half times the straight-time rate.

##### 15.2 Authorization and Application of Overtime15.2 Authorization and Application of Overtime15.2 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.

(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 their 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. In order to facilitate a fair and reasonable administration of the clause, the Employer will draw up regulations defining the circumstances under which an employee may undertake overtime work without prior authorization. Copies of these regulations will be supplied to the Joint Committee.

##### 15.3 Overtime Entitlement15.3 Overtime Entitlement15.3 Overtime Entitlement

(a) An employee will be entitled to compensation for authorized overtime in excess of:

- (1) the scheduled daily hours; or
- (2) the maximum daily hours for those employees on flextime; or
- (3) the agreed averaging period.

(b) 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.

##### 15.4 Recording of Overtime15.4 Recording of Overtime15.4 Recording of Overtime

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

**15.5 Sharing of Overtime**

Overtime work shall be allocated equitably considering availability and location of employees.

**15.6 Overtime Compensation**

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

- (1) time and one-half for the first two (2) hours of overtime on a regularly scheduled workday; and
- (2) double time for hours worked in excess of Clause 15.6(a)(1);
- (3) double time for all hours worked on a day of rest.

The compensation of overtime in Clauses 15.6(a)(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 **their** regular day's pay, and shall receive additional compensation at the rate of double time for all hours worked; except for Christmas and New Year's when the additional compensation shall be at the rate of double time and one-half for all hours worked.

(c) Overtime shall be compensated either in cash or time off. Where an employee opts for time off, such time off shall be scheduled by mutual agreement prior to the overtime being worked or in the case of Clause 15.2(b) within thirty (30) workdays immediately after the overtime was worked. Where there is no mutual agreement, the employee shall be compensated in cash. Where cash is paid, every effort shall be made to make payment by the end of the month following the month in which the overtime was worked.

**15.7 Overtime Meal Allowance**

(a) When an employee is required to work in excess of two and one-half (2½) hours overtime immediately before or after completion of **their** scheduled daily hours, **the employee** shall be provided with a meal or shall be reimbursed with an overtime meal allowance, and a meal break of one-half (½) hour with pay will be given. The overtime meal allowance shall be \$12.50 effective date of signing of the Agreement.

(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 called out for overtime prior to **their** scheduled shift and it was not possible to give sufficient notice to permit preparation of the meal normally taken to work, the Employer shall provide the meal or pay the overtime meal allowance.

(d) In the case of an employee called out on overtime to work on a rest day, this clause will apply only to hours worked outside **the employee's** regular shift times for a normal workday.

(e) Where any of the meals provided under Clauses 15.7(a), (b), (c) or (d) above duplicates a meal for which an employee is entitled because of travel status, then the employee shall receive only one (1) benefit for each meal.

**15.8 No Layoff to Compensate for Overtime**

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

### 15.9 Right to Refuse Overtime

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

### 15.10 Overtime for Part-time Employees

(a) A part-time employee working less than the normal hours per day of a full-time employee, and who is required to work longer than their regular workday, shall be paid at the rate of straight-time for the hours so worked, up to and including the normal hours in the workday of a full-time employee.

(b) A part-time employee working less than the normal days per week of a full-time employee, and who is required to work other than their regularly scheduled workdays shall be paid at the rate of straight-time for the days so worked up to and including the normal workdays in the work week of a full-time employee.

(c) Overtime rates shall apply to hours worked in excess of Clauses 15.10(a) and (b) above.

### 15.11 Call Out Provisions

(a) Call out compensation - A regular employee who is called back to work outside their regular working hours shall be compensated for a minimum of three (3) hours at overtime rates. The employee shall be compensated from the time they leave their home to report for duty until the time they arrive 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 Clause 15.11(b)(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 their 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 the call out and the time the employee reports for duty on their next regular shift, with no shortfalls 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, employees 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 **their** residence before and after call out shall not constitute time worked but shall be compensated at the overtime rate.

(e) Should an employee be required to work that period which is considered free from work in the regular shift, as provided for in Clauses 15.11(b)(2), (c)(1) and (c)(2) above, then that portion of the shift shall be compensated at overtime rates.

**15.12 Rest Interval After Overtime 15.12 Rest Interval After Overtime 15.12 Rest Interval After Overtime**

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

**ARTICLE 16 - PAID HOLIDAYS ARTICLE 16 - PAID HOLIDAYS ARTICLE 16 - PAID HOLIDAYS**

**16.1 Paid Holidays 16.1 Paid Holidays 16.1 Paid Holidays**

(a) 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 |                  |

(b) It is understood that Heritage Day shall be recognized as a designated paid holiday upon proclamation. Any other holiday proclaimed as a holiday by the Federal, Provincial or Municipal Governments for the locality in which an employee is working shall also be a paid holiday.

**16.2 Holidays Falling on Saturday or Sunday 16.2 Holidays Falling on Saturday or Sunday 16.2 Holidays Falling on Saturday or Sunday**

For an employee whose work week 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.

**16.3 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.
- (b) If an employee is called in to work on the day designated as the lieu day pursuant to Clause 16.3(a) above, they shall be compensated at double time rate.

**16.4 Holiday Falling on a Scheduled Workday**

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

**16.5 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.

**16.6 Christmas or New Year's Day Off**

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

**16.7 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 their regular position for a majority of the sixty (60) workdays preceding a paid holiday, in which case the employee shall receive the higher rate.

**ARTICLE 17 - ANNUAL VACATION**

**17.1 Annual Vacation for Instructional Staff**

- (a) Instructional staff shall be entitled to annual vacation of forty-four (44) workdays per calendar year, earned on the basis of three and two-thirds (3 2/3) workdays per calendar month in which at least ten (10) workdays' pay at straight-time rates has been received.
- (b) Upon reaching the twentieth (20th) annual vacation year, the employee shall be entitled to an additional five (5) workdays' vacation.
- (c) Subject to Clause 17.8, vacation entitlement not taken in the calendar year in which it is earned shall be forfeited.
- (d) Employees engaged on a part-time basis shall be entitled to the above vacation on a pro rata basis.

**17.2 Definitions**

- (a) "Vacation Year" - For the purposes of this article a vacation year shall be the calendar year commencing January 1st and ending December 31st.
- (b) "First Vacation Year" - The first vacation year is the calendar year in which the employee's first anniversary falls.

**17.3 War Service**

- (a) Service with the Active Forces of the Crown during any war may be counted in the calculation for vacation entitlement after the employee has completed one (1) year's service with the College. This regulation applies solely to those who served as members of the Commonwealth forces.
- (b) Duration of wars (recognized dates) - The recognized dates of duration of the following wars are:
- World War II - from September 2, 1939 to June 30, 1947;  
Korean Conflict - from August 7, 1950 to July 27, 1953.
- (c) Discharge certificates must be presented before war service is recognized. It is not necessary that an individual shall have been employed by the College immediately prior to any war nor to have joined the College immediately following war service. In other words, any war service with HM Forces may be added to their period of service with the College for the purpose of computing the required service for the additional vacation privileges.
- (d) Merchant Marine Service - Service on the high seas (deep sea) during World War II may be credited toward the service requirement for vacation purposes. Employees are required to submit certified records of their deep-sea time for assessment by the College.

**17.4 Vacation Earnings for Partial Years**

- (a) (1) During the first partial year of service a new employee will earn vacation at the rate of three and two-thirds (3-2/3) days for each month for which the employee earns ten (10) days pay.
- (2) Subject to Clause 17.8, any unused vacation earned during the first partial year will be paid to the employee at December 31st of that year.
- (b) During the first and subsequent vacation years an employee will earn one-twelfth (1/12) of the annual entitlement for each month in which the employee has received at least ten (10) days' pay at straight-time rates. Where an employee has taken more vacation than earned, the unearned portion taken shall be charged against future earned credits or recovered upon termination whichever occurs first.

**17.5 Vacation Scheduling**

- (a) With the exception of authorized vacation carryover under Clause 17.8, the scheduling and completion of vacations shall be on a calendar year basis.
- (b) The calendar year in which an employee's first anniversary falls shall be the first vacation year. For the purpose of additional leave entitlement, the calendar year in which the ninth anniversary falls shall be the ninth vacation year; in which the tenth anniversary falls the tenth vacation year; etc.
- (c) An employee earns but is not entitled to receive vacation during the first six (6) months of continuous employment.

- (d) Vacation schedules, once approved by the Employer, shall not be changed, other than in cases of emergency, except by mutual agreement between the employee and the Employer.
- (e) Subject to operational requirements, it is the intent of the parties that no employee shall be restricted in the time of year they choose to take their vacation entitlement, and that all employees shall be allowed to take at least four (4) weeks of their vacation entitlement during the period of May 1st to September 30th inclusive, which shall be defined as prime time vacation period.
- (f)
  - (1) Vacations shall be granted on the basis of service seniority within a classification series in the work unit.
  - (2) Subject to operational requirements, an employee shall be entitled to receive their vacation in an unbroken period. If an employee decides to break their entitlement into more than one continuous group of workdays, the employee shall be entitled to use their seniority rights for only one such group of days in a calendar year.
  - (3) An employee, who does not exercise their seniority rights within two (2) weeks of receiving the vacation schedule, shall not be entitled to exercise those rights in respect of any vacation time previously selected by an employee with less seniority.
  - (4) Instructors required to work during July and August shall be entitled to take a single block of ten (10) days from their vacation entitlement during this time.
- (g) Completed vacation schedules will be posted by March 1 of each year. The schedule will be circulated commencing February 1 of each year.

**17.6 Vacation Pay17.6 Vacation Pay17.6 Vacation Pay**

- (a) Payment for vacations will be made at an employee's basic pay, except if an employee has been working in a higher paid position than their regular position for a majority of their regularly scheduled hours in the sixty (60) working days preceding their vacation in which case the employee shall receive the higher rate.
- (b) When a payday falls during a regular employee's vacation the employee shall be entitled to have the pay cheque forwarded to a mailing address supplied by the employee in writing.
- (c) 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 their regular pay cheque issued during the vacation period, except that no payroll advance shall be issued in December for the January pay or in March for the April pay.

**17.7 Approved Leave of Absence with Pay During Vacation17.7 Approved Leave of Absence with Pay During Vacation17.7 Approved Leave of Absence with Pay During Vacation**

When an employee is in receipt of the Short-term Illness and Injury Plan benefits or on leave with pay in accordance with Clauses 19.1, 19.5, and 19.7 during their 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. An employee intending to claim displaced vacation must advise the Employer and provide necessary documentation within seven (7) days of returning to work.

**17.8 Vacation Carryover17.8 Vacation Carryover17.8 Vacation Carryover**

- (a) An employee may carry over up to five (5) days' vacation 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 consecutive vacation year. Employees in their first partial year of service, who commenced prior to July 1st of that year, may carry over up to five (5) days' vacation into their first vacation year. Except as provided in

Clause 17.4(a)(2), an employee shall not receive cash in lieu of vacation time except upon termination, resignation or retirement.

(b) Where it is through the fault of the Employer that the full vacation entitlement has not been taken within the calendar year in which it is earned, a carryover of unused days shall be granted by the College.

#### **17.9 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, the employee shall be reimbursed for all expenses incurred thereby by themselves, in proceeding to their place of duty and in returning to the place from which they were recalled upon resumption of vacation, upon submission of receipts (except for meals) to the Employer.

(c) Time necessary for travel in returning to their place of duty and returning again to the place from which they were recalled shall not be counted against their remaining vacation entitlement.

#### **17.10 Vacation Leave on Retirement**

An employee scheduled to retire and to receive a superannuation allowance under the Colleges Pension Act or who has reached the mandatory retiring age, shall be granted full vacation entitlement for the final calendar year of service.

#### **17.11 Vacation Credits Upon Death**

Earned but unused vacation entitlement shall be made payable, upon termination due to death, to the employee's dependent, or where there is no dependent, to the employee's estate.

### **ARTICLE 18 - SHORT-TERM ILLNESS & INJURY AND LONG TERM DISABILITY**

#### **ARTICLE 18 - SHORT-TERM ILLNESS & INJURY AND LONG TERM DISABILITY**

(a) Employees shall be entitled to coverage for short-term illness and injury and long-term disability in accordance with the regulations included as Appendix 1.

(b) An employee intending to return to work following an absence pursuant to Clause 11.5(b) shall be entitled to reinstatement in their former position, provided it still exists. Where the former position no longer exists, the Employer shall place the employee in an alternate position of equivalent classification, subject to qualifications and seniority. Where an employee returns from Long Term Disability the Employer shall have a period not exceeding thirty (30) days to make the necessary staffing adjustments.

### **ARTICLE 19 - SPECIAL AND OTHER LEAVES**

#### **19.1 Bereavement Leave**

(a) In the case of bereavement in the immediate family an employee not on leave of absence without pay shall be entitled to special leave, at their regular rate of pay, from the date of death to and including the day of the funeral with, if necessary, an allowance for immediate return travelling time. Such leave shall normally not exceed five (5) workdays.

(b) Immediate family is defined as an employee's parent, wife, husband, child, brother, sister, father-in-law, mother-in-law and any other relative permanently residing in the employee's household or with whom the employee permanently resides.

(c) In the event of the death of the employee's grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law or sister-in-law, the employee shall be entitled to special leave for one (1) day for the purpose of attending the funeral.

### 19.2 Special Leave 19.2 Special Leave 19.2 Special Leave

(a) Where leave from work is required, an employee shall be entitled to special leave at their regular rate of pay for the following:

- (1) marriage of the employee - three (3) days;
- (2) attend wedding of the employee's child - one (1) day;
- (3)
  - (i) birth of an employee's child - one (1) day;
  - (ii) adoption of an employee's child - three (3) days;
- (4) serious household or domestic emergency - one (1) day;
- (5) moving household furniture and effects - one (1) day;
- (6) attend the employee's formal hearing to become a Canadian citizen - one (1) day;
- (7) attend funeral as pallbearer or mourner - one-half (½) day;
- (8) court appearance for hearing of employee's child - one (1) day.

(b) Two (2) weeks' notice is required for leave under Clauses 19.2(a)(1), (2), (5) and (6).

(c) For the purposes of Clauses 19.2(a)(2), (4), (5), (6) (7) and (8), leave with pay will be only for the workday on which the situation occurs. For the purpose of Clauses 19.2(a)(1) and (3), the leave requested must fall within a seven (7) day period of the event.

(d) For the purpose of determining eligibility for special leave under Clause 19.2(a)(5), an employee will qualify if they are maintaining a self-contained household and if they are changing their place of residence which necessitates the moving of household furniture and effects during their normal working hours, and if they have not already qualified for special leave under Clause 19.2(a)(5) on two occasions within the preceding twelve (12) months.

### 19.3 Family Illness 19.3 Family Illness 19.3 Family Illness

(a) In the case of illness of a dependent child or spouse of an employee, and when no one at the employee's home other than the employee can provide for the needs of the ill child or spouse, the employee shall be entitled, after notifying their supervisor, to use up to a maximum of two (2) days paid leave at any one time for this purpose.

(b) The Employer may request a report from a qualified medical practitioner when it appears that a pattern of consistent absence is developing.

(c) The provisions of this article shall apply to an employee's parent. The Employer may require the written confirmation from a medical practitioner that the employee's attendance was required.

**19.4 Full-time Union or Public Duties**

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

- (a) For employees to seek election in a Municipal, Provincial or Federal election, for a maximum period of 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.

**19.5 Leave for Court Appearances**

- (a) The Employer shall grant paid leave to employees, other than employees on leave without pay, who serve as jurors or witnesses in a court action, provided such court action is not occasioned by the employee's private affairs.
- (b) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay.
- (c) An employee in receipt of their regular earnings while serving at court shall remit to the Employer all monies paid to them by the court within five (5) workdays of receipt of such monies, except travelling and meal allowances not reimbursed by the Employer.
- (d) Time spent at court by an employee in their official capacity shall be at their regular rate of pay.
- (e) Court actions arising from employment, requiring attendance at court, shall be with pay.
- (f) In the event an accused employee is jailed pending a court appearance, such leave of absence shall be without pay.
- (g) For all the above leaves, the employee shall advise their supervisor as soon as the employee is aware that such leave is required.

**19.6 Leave for Examinations**

- (a) Leave of absence with pay shall be granted to allow employees time to write examinations for courses approved by the Employer. Employees shall advise the Employer of the time and place of the examination when they are made aware of the time and place.
- (b) Employees shall be permitted to write any in-service examination required by the Employer, upon satisfactory completion of the necessary term of service and training programs. Employees who fail an in-service examination shall, upon request and where available, receive a copy of their examination paper and shall be eligible to be re-examined. This provision shall not apply to examinations set as a condition of initial employment.
- (c) Where workloads permit, employees shall be granted reasonable time during the regular workday to prepare for examinations in order to complete courses offered by the College for the employees. The parties recognize, however, that employees who avail themselves of the provisions of this clause have a responsibility to devote some of their own time to prepare themselves for such examinations.

**19.7 Leave for Taking Courses and Educational Leave**

- (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 and subsistence expenses, and other legitimate expenses where applicable. Fees are to be paid by the Employer when due.
- (b) (1) A regular employee shall be granted leave without pay for up to two (2) years to take courses in which the employee wishes to enrol, provided they give the Employer a minimum of four (4) months notice.
- (2) Applications for such leave shall be submitted to the Employer for approval.
- (3) The Employer will pay all the benefits while the employee is on this leave provided the courses or education are beneficial to the College.
- (c) Courses required by the Employer leading to a Provincial Instructor's Diploma will be reimbursed in accordance with Clause 19.7(a).

### 19.8 Elections19.8 Elections19.8 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 their ballot.

### 19.9 General Leave19.9 General Leave19.9 General Leave

Notwithstanding any provision for leave in this Agreement, and subject to operational requirements, a leave of absence without pay may also be granted for any other reason, in which case, approval shall not be unreasonably withheld. All requests shall be submitted in writing with as much advance notice as possible. The Employer will give notice in writing as to whether the request is approved or denied and the reasons therefore.

### 19.10 Leave for Medical and Dental Care19.10 Leave for Medical and Dental Care19.10 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, for their spouses 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 Clause 19.11.
- (b) Employees in areas where adequate medical and dental facilities are not available shall be allowed to deduct from their credit described in Clause 19.11 the necessary return travelling time to receive personal or immediate family medical and dental care at the nearest medical centre. The Employer may request a certificate of a qualified medical or dental practitioner, as the case may be, stating that treatment could not be provided by facilities or services available at the employee's place of residence.
- (c) The provisions of this article shall apply to an employee's parent. The Employer may require the written confirmation from a medical practitioner that the employee's attendance was required.

### 19.11 Maximum Leave Entitlement19.11 Maximum Leave Entitlement19.11 Maximum Leave Entitlement

Leaves taken under Clauses 19.2, 19.3 and 19.10 shall not exceed a total of ten (10) workdays per calendar year, unless additional special leave is approved by the Employer.

### 19.12 Emergency Service Leave19.12 Emergency Service Leave19.12 Emergency Service Leave

Where employees' services are required for emergency operations by request from Provincial Emergency Programs or appropriate police authority, leave from work as required may be granted without loss of basic pay. If any remuneration, other than for expenses, is received, it shall be remitted to the Employer.

### 19.13 Canadian Armed Forces

(a) Employees who participate in activities related to the Reserve Component of the Canadian Armed Forces may be granted leave of absence as follows:

- (1) With Pay - where an employee is required to take annual training with Her Majesty's reserve forces provided any remuneration from the Government of Canada is remitted to the Employer;
- (2) Without Pay - where an employee participates in a program of training for the purpose of qualifying for a higher rank; or
- (3) Without Pay - where an employee, as a delegate, attends meetings of service associations or conferences related to the Canadian Armed Forces.

(b) Any remuneration received from the Government of Canada for the purpose of activities related to the Canadian Armed Forces, may be retained by the employee when on leave of absence without pay, or where the employee chooses to use part or all of their vacation/annual leave entitlement for these activities, or where they elect to take leave of absence without pay for annual training as stipulated in Clause 19.13(a)(1) above.

### 19.14 Pre-retirement Leave

(a) An employee scheduled to retire and to receive a superannuation allowance under the Colleges Pension Act or who has reached the mandatory retiring age, shall be entitled to:

- (1) a special paid leave for a period equivalent to fifty (50) percent of their accumulated sick bank credit, to be taken immediately prior to retirement; or
- (2) a special cash payment of an amount equivalent to the cash value of fifty (50) percent of their accumulated sick bank credit, to be paid immediately prior to retirement and based upon the employee's current rate of pay.

(b) Sick bank credit for the purpose of this clause means credit accumulated prior to January 1, 1978, which has not been utilized prior to retirement.

(c) Where an employee is permitted to purchase a period of war service under the College Pension Act at retirement, the employee may use all or part of their entitlement for the purchase of war service.

### 19.15 Technical Equipment or New Methods

Where an employee is, or will be, required to operate technical equipment or use new methods during the course of their duties and where seminars, demonstrations or conferences are held pertaining to such technical equipment or new methods, the employee may attend such demonstrations, conferences or seminars upon approval of their application by the Employer. Employees shall suffer no loss of regular salary as a result of such attendance.

### 19.16 Oaths, X-rays and Medical Examinations

When the Employer requires employees to take oaths or undergo medical examinations or x-rays as

required for employment, the Employer shall grant the necessary time off.

**ARTICLE 20 - MATERNITY AND ADOPTION LEAVE**  
**ARTICLE 20 - MATERNITY AND ADOPTION LEAVE**

**20.1 Maternity Leave**

(a) A pregnant employee shall qualify for maternity leave upon completion of the initial probation period.

(1) Upon request the employee will be granted leave of absence without pay, subject to Clause 20.1(a)(3), for a period of not more than six (6) months.

(2) The period of maternity leave without pay, subject to Clause 20.1(a)(3), shall be from nine (9) weeks before the expected date of termination of the pregnancy.

(3) Regular employees on maternity leave eligible for Employment Insurance Benefits will receive a top-up of Employment Insurance Benefits to eighty-five (85) percent of their basic wage based on their salary averaged over the past twenty-six (26) weeks.

(4) The Employer shall, with the agreement of the employee, defer the commencement of maternity leave for any period approved in writing by a qualified medical practitioner.

(5) On return from maternity leave, an employee shall be placed in her former position or in a position of equal rank and basic pay.

(6) If an employee maintains coverage for medical, extended health, dental, group life, or long term disability, the Employer agrees to pay the Employer's share of these premiums. If an employee fails to return to work on the pre-arranged date, the Employer will recover monies paid under this clause.

(b) The parties agree to open this clause for discussion at the time of legislative changes being enacted.

**20.2 Adoption Leave**

Upon request, and having completed their initial probationary period, an employee shall be granted leave of absence without pay for up to six (6) months following the adoption of a child. The employee shall have to furnish proof of adoption. Where both parents are College employees, the employees will decide which of them will apply for the leave.

**20.3 Seniority Rights on Re-employment**

(a) An employee who returns to work after the expiration of maternity or adoption leave shall retain the seniority she had accrued immediately prior to commencing maternity or adoption leave and shall be credited with seniority for the period of time covered by the maternity or adoption leave.

(b) An employee shall be deemed to have resigned on the date upon which her maternity or adoption leave commenced if an application for re-employment is not made one (1) month prior to the expiration of the leave or if she does not return to work after having applied for re-employment.

**20.4 Extension of Maternity Leave**

Maternity leave shall be extended for up to an additional six (6) months for health reasons where a doctor's certificate is presented.

**20.5 Parental Leave**

(a) Upon request and having completed their initial probationary period, an employee shall be entitled to a parental leave of absence without pay of up to twelve (12) weeks in a period commencing:

- (1) with the week in which a new born child or children arrives in the employee's home; or
- (2) with the week a child or children is placed in the employee's home for the purpose of adoption;

and ending fifty-two (52) weeks after the week referred to in Clause 20.5(a)(1) and (2) above.

(b) Where both parents are employees of the College, the employees will decide which one of them will apply for the leave.

(c) The request to take the parental leave must be made, in writing, at least four (4) weeks prior to the proposed commencement of the leave and be accompanied by either a certificate of birth or a medical practitioner's certificate of the probable date of birth or proof of adoption.

(d) Where parental unemployment insurance benefits are extended under s.11(7) of the Unemployment Insurance Act (or any replacement provision), the period of parental benefit entitlement under this clause will be extended for an equal period.

**ARTICLE 21 - OCCUPATIONAL HEALTH AND SAFETY****21.1 Statutory Compliance**

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 clause.

**21.2 Joint Occupational Health and Safety Committee**

(a) A Joint Occupational Health and Safety Committee will be established. Union representatives shall be appointed by the Union and the Employer representatives shall be appointed by the Employer. The Committee will meet, in accordance with the Industrial Health and Safety Regulations, to make recommendations on unsafe, hazardous or dangerous conditions with the aim of preventing and reducing risk of occupational injury and illness. A copy of all minutes of the meetings of the Committee shall be sent to the Union and the Employer.

(b) Employees who are representatives of the Committee shall not suffer any loss of basic pay for the time spent attending a Committee meeting.

(c) The Committee shall comprise three (3) representatives of the Union and three (3) representatives of the Employer. A Union representative and an Employer representative shall alternate in presiding over meetings.

**21.3 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 the Joint Occupational Health and Safety committee; or

- (2) A person designated by the Committee.

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.

- (b) Where an employee acts in compliance with Section 8.24 of the Workers' Compensation Board Industrial Health and Safety Regulations, the employee shall not be subject to disciplinary action.

For information purposes only, Section 8.24 reads:

(1) No person shall carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment when that person has reasonable cause to believe that to do so would create an undue hazard to the health or safety of any person.

Deleted: ¶

(2) Pursuant to clause (1) a worker who refuses to carry out a work process or operate a tool, appliance or equipment shall forthwith report the circumstances of the unsafe condition to his supervisor or employer.

(3) The supervisor or employer receiving a report made under clause (2) shall forthwith investigate the matter and

(a) ensure that any unsafe condition is remedied without delay; or,

(b) if in his opinion the report is not valid he shall so inform the person who made the report.

(4) When the procedure under clause (3) does not resolve the matter and a worker continues to refuse to carry out a work process, the supervisor or employer shall investigate the matter in the presence of the worker who made the report and in the presence of:

(a) a worker representative of the Industrial Health and Safety Committee; or,

(b) a worker who is selected by a trade union representing the worker; or

(c) when there is no Industrial Health and Safety Committee or the worker is not represented by a trade union, any other reasonably available worker selected by the worker.

(5) When the investigation under clause (4) does not resolve the matter and a worker continues to refuse to carry out a work process or operate a tool, appliance, or equipment, both the supervisor, or the employer, and the worker shall forthwith notify an officer of the Board who shall investigate the matter without undue delay and issue whatever orders he deems necessary.

(6) No worker shall be subject to disciplinary action because he has acted in compliance with this regulation or an order made by an officer of the Board.

(7) Temporary assignment to alternative work at no loss in pay to the worker until the matter in clause (1) is resolved shall be deemed not to constitute disciplinary action.

Manual lifting and carrying restrictions

(8) Materials, articles or objects to be manually lifted, carried or moved shall be lifted, carried or moved in such a manner and with such precautions and safeguards, including training, protective clothing and mechanical aids as will ensure that the process does not endanger the health and safety of any worker.

**21.4 Injury Pay Provision21.4 Injury Pay Provision21.4 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 their shift without deduction from short-term disability leave.

**21.5 Transportation of Accident Victims21.5 Transportation of Accident Victims21.5 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.

**21.6 Pollution Control21.6 Pollution Control21.6 Pollution Control**

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

**21.7 Investigation of Accidents21.7 Investigation of Accidents21.7 Investigation of Accidents**

The Occupational Health and Safety Committee, as provided in Clause 21.2, shall be notified of each accident or injury to the employees and shall investigate and report to the Union and the Employer on the nature and cause of the accident or injury. In the event of a fatality of an employee, the College shall immediately notify the President/Designate of the nature and circumstances of the accident.

**21.8 Industrial First Aid Requirements21.8 Industrial First Aid Requirements21.8 Industrial First Aid Requirements**

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

- Occupational First Aid Certificate, Class 3 - \$44.00 bi-weekly
- Occupational First Aid Certificate, Class 2 - \$32.00 bi-weekly
- Occupational First Aid Certificate, Class 1 - \$30.00 bi-weekly

**21.9 Training Program for Joint Occupational Health and Safety Committee21.9 Training Program for Joint Occupational Health and Safety Committee21.9 Training Program for Joint Occupational Health and Safety Committee**

An ongoing training program for the Occupational Health and Safety Committee, which was developed in consultation with the Workers' Compensation Board, and which may be amended from time to time by mutual agreement, will provide a training program for members of the Occupational Health and Safety Committee dealing with the objectives and duties of the Committee.

**21.10 Safe Working Conditions21.10 Safe Working Conditions21.10 Safe Working Conditions**

- (a) The Employer undertakes to maintain office furniture, equipment, etc., in a practical and safe

condition in order to avoid injury to employees or damage to their attire. Employees, for their part and in their own interest, are expected to advise the Employer of any such potentially injurious equipment.

*(b) Video Display Terminals*

When employees are required to monitor video display terminals which use cathode ray tubes, then

- (3) When on a routine basis a majority of an employee's daily work time requires monitoring such video display terminals, such employees shall have their eyes examined by an optometrist of the employee's choice at the nearest community where medical facilities are available prior to initial assignment to VDT equipment and after six (6) months, a further test, and annually thereafter, if requested. The examination shall be at the Employer's expense where costs are not covered by insurance. Where requested the Employer shall grant leave of absence with pay for this purpose.
- (4) Employees who are required to operate VDT's on a continuous basis shall be entitled to two (2) additional ten (10) minute rest breaks per workday, to be scheduled by mutual agreement.
- (5)
  - (i) Pregnant employees shall have the option not to continue monitoring VDT's which use cathode ray tubes.
    - (ii) When a pregnant employee chooses not to monitor such VDT's, she shall be reassigned to other work and paid at her regular rate of pay.
    - (iii) Where work assignment in (ii) above is not available, a regular employee will be considered to be on leave of absence without pay until she qualifies for maternity leave.
  - (6) Where employees are on leave of absence pursuant to Clause 21.10(b)(3) above, and opt to maintain coverage for medical, dental, extended health, group life, and long term disability plans, the Employer will continue to pay the Employer's share of the required premiums.
  - (7) The Employer shall ensure that new equipment shall:
    - (i) have adjustable keyboards and screens;
    - (ii) meet radiation emission standards established by the Ministry of Labour.

The Health and Safety Committee shall review and make recommendations to ensure that the lighting and the above standards recommended by the Ministry of Labour, Occupational Environment Branch, as outlined in the publication "Working With Video Display Terminals" are being met.

**21.11 Investigation of Safety Matters**

An employee who is a member of, or is designated by, the Joint Occupational Health and Safety Committee and who has been authorized by that Committee to investigate safety matters shall not suffer any loss of basic pay for time so spent.

**21.12 Safety Equipment**

Where employees opt for other than the standard safety boots acquired through the Purchasing Department, they will be reimbursed to the maximum of one hundred and thirty (130) dollars. Safety boots will not be issued at less than a two (2) year cycle except in exceptional circumstances which will be established with the employee's supervisor. Cost for maintenance or modification of safety boots shall be at the Employer's expense.

**21.13 Emergency Survival Techniques**

The College shall provide valid instructional materials to be supplied by the Union which teach essentials of emergency survival techniques for all employees who are required to work and/or travel under isolated field conditions or camp situations. Such instructional materials will be provided for all employees prior to commencement of their field assignments.

#### 21.14 Whistle Blowing Protection

No employee shall be disciplined, discharged, penalized, or intimidated as a result of reporting any alleged violations to the College or to another agency, provided the College has been notified of the alleged violation first. The College will have thirty (30) days to investigate the alleged violation and report the outcome to the employee and the Union. The employee will not report the alleged violation to another agency prior to the outcome of the investigation. All information will be kept confidential for the thirty (30) day investigation period.

### ARTICLE 22 - TECHNOLOGICAL CHANGEARTICLE 22 - TECHNOLOGICAL CHANGEARTICLE 22 - TECHNOLOGICAL CHANGE

#### 22.1 Definition22.1 Definition22.1 Definition

"Technological Change" shall be as defined in Section 54 of the Labour Code.

#### 22.2 Notice22.2 Notice22.2 Notice

After notice has been given by the College to the Union, the College and the Union will meet within fourteen (14) days of the date of the notice.

#### 22.3 Reference to Arbitration22.3 Reference to Arbitration22.3 Reference to Arbitration

All disputes arising in relation to adjustment to technological change shall be finally and conclusively settled, without stoppage of work, by arbitration in accordance with Article 9 of this Agreement.

#### 22.4 Arbitrator's Powers22.4 Arbitrator's Powers22.4 Arbitrator's Powers

The arbitrator has the powers contained in Part 8 of the Labour Code.

### ARTICLE 23 - CONTRACTING OUTARTICLE 23 - CONTRACTING OUTARTICLE 23 - CONTRACTING OUT

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 24 - HEALTH AND WELFAREARTICLE 24 - HEALTH AND WELFAREARTICLE 24 - HEALTH AND WELFARE

#### 24.1 Basic Medical Insurance24.1 Basic Medical Insurance24.1 Basic Medical Insurance

All regular employees, whether full-time or part-time, shall be covered by the Medical Plan, for which the British Columbia Medical Plan is the licensed carrier. Benefits and premium rates shall be in accordance with the existing policy of the plan. The Employer will pay one hundred (100) percent of the regular premium.

**24.2 Extended Health Care Plan24.2 Extended Health Care Plan24.2Extended Health Care Plan**

- (a) The Employer shall pay the monthly premium for regular employees entitled to coverage under a mutually acceptable Extended Health Care Plan.
- (b) The plan is to make provision for transportation for an employee or an eligible dependent to medical services not available in the employee's home community.
- (c) Where upon the written advice of a medical practitioner a person eligible under Clause 24.2(b) requires a travelling companion, transportation costs for the companion will also be paid.
- (d) The plan will also provide for expenses of up to \$50 dollars per day up to a maximum of seven (7) days per referral in cases where transportation has been provided under Clauses 24.2(b) and (c) above. There will be no doubling up of the daily maximum for the patient and the travelling companion.

**24.3 Dental Plan24.3 Dental Plan24.3 Dental Plan**

- (a) The Employer shall pay the monthly premium for employees entitled to coverage under a mutually acceptable plan which provides:
  - (1) Part A - one hundred (100) percent coverage;
  - (2) Part B - sixty (60) percent coverage;
  - (3) Part C - fifty (50) percent coverage.
- (b) An employee is eligible for orthodontic services under Part C after twelve (12) months' participation in the Plan. Orthodontic services are subject to a lifetime maximum payment of \$2,100 and dependents to age 21.

**24.4 Group Life24.4Group Life24.4 Group Life**

- (a) The Employer shall provide a mutually acceptable group life plan with benefits equivalent to twice an employee's annual salary, with a forty thousand (40,000) dollar minimum. The Employer shall pay one hundred (100) percent of the premium on the forty thousand (40,000) dollar base and the employee shall pay the premium for any insurance over forty thousand (40,000) dollars.
- (b) Employees shall, as a condition of employment, enrol in the Group Life Plan and shall complete the appropriate payroll deduction authorization forms.
- (c) The Group Life Plan shall include the following provisions for accidental dismemberment:
  - (1) loss of both hands or feet - the principal sum;
  - (2) loss of sight of both eyes - the principal sum;
  - (3) loss of one hand and one foot - the principal sum;
  - (4) loss of one hand or one foot and sight of one eye - the principal sum;
  - (5) loss of one hand or one foot - one-half the principal sum;
  - (6) loss of sight of one eye - one-half the principal sum.
- (d) Spousal life insurance, at the total expense of the employee, shall be offered. Coverage to be within the limits of the employee's insurance coverage as set out in Clause 24.4(a) above.

**24.5 Air Travel Insurance24.5 Air Travel Insurance24.5 Air Travel Insurance**

- (a) In the event of death or disability incurred while travelling by aircraft on business of the College, employees will be covered by the terms and conditions of the College blanket insurance policy.

(b) The amounts specified in the policy will be paid to employees in the case of disability; and in the case of death, to the employee's beneficiary as designated under the Group Life Plan, if any, or in the absence of such beneficiary, to the employee's estate.

(c) Coverage shall commence from the place of employment or residence, whichever may last occur, and end upon returning to the regular place of employment or residence, whichever may occur first. Employees are not covered while piloting an aircraft in the course of their duties unless employed or paid as a pilot, or unless otherwise authorized.

#### **24.6 Unemployment Insurance24.6 Unemployment Insurance24.6 Unemployment Insurance**

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

#### **24.7 Medical Examination24.7 Medical Examination24.7 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 examination required under Appendix 1, Section 1.4.

#### **24.8 Legislative Changes24.8 Legislative Changes24.8 Legislative Changes**

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

#### **24.9 Health and Welfare Plans24.9 Health and Welfare Plans24.9 Health and Welfare Plans**

(a) A copy of the master contracts with the carriers for the extended health care, dental and group life plans shall be sent to the President of the Union.

(b) The Employer will consult with the Union before developing any pamphlet explaining the highlights of the plans for distribution to the employees. The cost of such a pamphlet shall be borne by the Employer.

#### **24.10 Protective Clothing24.10 Protective Clothing24.10 Protective Clothing**

Effective the date of signing, an employee as a result of the proper performance of her/his physical duties, shall be reimbursed for the cost of replacement of such items as:

- (a) eyeglasses
- (b) prosthesis
- (c) hearing aids

### **ARTICLE 25 - WORK CLOTHING AND EQUIPMENTARTICLE 25 - WORK CLOTHING AND EQUIPMENT**

#### **25.1 Protective Clothing25.1 Protective Clothing25.1 Protective Clothing**

The Employer shall provide adequate protective clothing where the need arises.

- (a) This shall normally include smocks, laboratory coats, or coveralls where the employee's clothes

may be soiled due to the work situation.

(b) Where work is to be performed outdoors in inclement weather pursuant to Clause 25.1(a) above, the necessary rain wear, parkas or gloves shall also be made available.

**25.2 Special Apparel**

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.

**25.3 Maintenance of Clothing**

It shall be the Employer's responsibility to ensure that uniforms and clothing issued is properly cleaned, maintained and repaired. The Employer shall bear all costs of such cleaning, maintenance and repairs.

**25.4 Union Label**

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

**25.5 Lockers**

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

**25.6 Tools and Equipment**

The Employer shall supply all tools and equipment required to perform the work.

**25.7 Supply and Maintenance of Equipment**

(a) An employee shall not suffer loss in salary in the event that **they** cannot carry out **their** normal duties by reason of the Employer failing to furnish or properly maintain equipment, machinery, supplies or by reason of power failures or other circumstances occurring at the place of work.

(b) This clause shall not apply to short-term relief personnel beyond the day of occurrence.

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

**26.1 Equal Pay**

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

**26.2 Payday**

(a) Employees shall be paid biweekly.

(b) The Employer shall provide each employee with a comprehensive statement accompanying each pay cheque detailing all payments, allowances and deductions.

(c) When a payday falls on an employee's rest day the Employer shall issue the pay cheque on the

last shift worked prior to the payday, provided the cheque is available.

(d) Employees working shifts shall receive pay cheques in accordance with the following:

- (1) day shift - on the payday;
- (2) afternoon shift - coming off the shift prior to the payday;
- (3) night shift - coming off the shift the morning of the payday.

(e) If the pay cheque is not available on the payday, the Employer shall arrange for the employee to be provided with an adequate advance on their salary.

### 26.3 Rates of Pay 26.3 Rates of Pay 26.3 Rates of Pay

(a) Employees shall be paid in accordance with Appendix 2 attached to and forming part of this Agreement.

(b) Effective April 1, 2000 no placement on scale at Instructor Step BFA 14.

### 26.4 Vehicle Allowance 26.4 Vehicle Allowance 26.4 Vehicle Allowance

(a) Vehicle allowances for all distances 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 distance to and from the employee's place of residence, up to a total maximum of thirty-two (32) kilometres, only when the employee is required to have their vehicle at work for use in the performance of their duties.

(b) The rates of vehicle allowance shall be thirty-two (32) cents per kilometre.

(c) An employee who is in a position designated by the College to travel in excess of six (6) days per month per insurance year on College business shall, subject to the prior approval of the College President or his designate, be reimbursed upon presentation of appropriate receipts and documents, 100% of the annual incremental cost based on Safe Driver Discount rates of the Insurance Corporation of British Columbia Class 007 (Business) premium that is over and above that for Class 002 (Pleasure, Drive to Work or School). Such reimbursement shall be limited to one vehicle per employee and it is the designated employee's responsibility to purchase Class 007 vehicle insurance when necessary. If the College so reimburses an employee, the employee shall normally use his personal motor vehicle for College business requiring a motor vehicle.

(d) Where an employee is required to travel on College business on gravel roads on a regular basis, the College will provide a rental vehicle.

(e) If the College raises the rates for mileage for excluded personnel or other bargaining unit employees during the life of the Agreement, these rates will be amended accordingly.

### 26.5 Meals, Lodging (including Mobile Lodging) and Travel Allowances 26.5 Meals, Lodging (including Mobile Lodging) and Travel Allowances 26.5 Meals, Lodging (including Mobile Lodging) and Travel Allowances

(a) *Meals*

Effective the date of signing the Agreement, employees on travel status shall be entitled to the following allowances:

Breakfast	\$7.50
Lunch	9.50
Dinner	16.00

If the College raises the rates for meal allowances for excluded personnel or other bargaining unit employees during the life of the Agreement, these rates will be amended accordingly.

(b) *Lodging*

Effective the date of signing the Agreement, reasonable actual costs upon production of receipts, or twenty-five (25) dollars per night without receipt.

(c) *Travel*

Reasonable actual costs (normally based on economy fare) upon production of receipts. In the event an employee opts to travel by acceptable alternate means, the maximum amount the College shall reimburse an employee under Clauses 26.5(a), (b) and (c) shall be the amount that would have been paid had the College directed the employee regarding travel arrangements and provided there are no additional costs to the Employer.

**26.6 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 home during the hours between 1:00 a.m. and 6:00 a.m. and when convenient public transportation or other transportation facilities are not available. An employee shall be reimbursed for the cost of commercial transportation upon production of receipts.

**26.7 Upgrading Qualifications**

Where the Employer requires an employee to upgrade their 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.

**26.8 Relocation Expenses**

(a) Regular employees who have to move from one geographic location to another at the Employer's request, shall be entitled to relocation expenses in accordance with the agreed upon established regulations as set out in Appendix 3.

(b) Regular employees who have to move from one geographic location to another after winning a competition shall be entitled to reimbursement of relocation expenses up to a maximum amount of one thousand two hundred (1,200) dollars upon production of receipts.

(c) The provisions under Clauses 26.8(a) and (b) will also apply to auxiliary employees who have completed two hundred (200) days within a fifteen (15) month period.

**26.9 Payment to Dependents on Death**

Where an employee dies while in the service of the College, the following amounts shall be paid to the employee's beneficiary as designated under the Group Life Plan, if any, or in the absence of such beneficiary, to the employee's estate: one month's salary for each completed continuous year in the service of the College, to a maximum of six (6) month's salary.

**26.10 Retirement Allowance**

(a) Upon retirement from service, an employee who has completed twenty (20) years of continuous service, and who under the provisions of the Colleges Pension Act is entitled to receive a superannuation allowance on retirement, is entitled to an amount equal to their 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 their monthly salary.

(b)(1) During any contract year, the College shall accept at least two (2), but not necessarily more than two (2), employee's requests (provided there are requests) of early retirement within thirty (30) days of the request being made. If more than two (2) requests are made the selection shall be made on the basis of seniority.

Employees requesting early retirement must meet the following qualifications:

- (i) is age 55 or over
- (ii) has a minimum of ten (10) years of pensionable service under the College Pension Plan
- (iii) is a regular employee at the time of early retirement
- (iv) elects to cease employment with the College for the purpose of retirement.

(2) An employee has the right to accept or decline an early retirement incentive made by the College within thirty (30) days of the offer being proposed. In the event of acceptance of an offer of early retirement, the employee's date of retirement shall be at a mutually agreed upon date. Agreement shall be in writing and shall specify the early retirement date.

(3) An employee accepting an early retirement incentive shall be entitled to two thousand (\$2,000) dollars for each year of service with Northwest Community College. The severance allowance will be reduced by two thousand (\$2,000) dollars for every year the employee is older than age fifty-five (55). The severance may be used to purchase service in the pension plan if the option is available to the employee.

(4) An employee may make application in writing for early retirement at age 55. If the College does not accept the application the employee shall not suffer any loss under Clause 26.10(b)(3) above if the offer is subsequently accepted by the College.

(5) Effective April 1, 1997, an employee accepting an early retirement incentive from the College will not be reemployed by the College at a later date.

(6) The College and the Union will co-sponsor an early retirement seminar for faculty once per year.

(7) The employer will provide up to three (3) financial counselling sessions at the employee's options.

(8) The Employer will facilitate a Retirement Planning Seminar once a year upon request of the faculty.

#### **26.11 Salary Rate upon Employment**

The hiring rate of pay for a new employee shall not be higher than the rate of pay for an existing employee in the same classification with similar work experience, training and education.

#### **26.12 Telephone Allowance**

Employees on travel status who are required to obtain overnight accommodation shall be entitled to claim for one ten (10) minute telephone call home, within British Columbia, for every two (2) nights away.

**26.13 Hourly, Daily and Partial Bi-weekly Calculations**  
**26.13 Hourly, Daily and Partial Bi-weekly Calculations**

The formula for paying a partial salary to employees paid on a bi-weekly basis is:

$$\text{Adjusted bi-weekly Salary} = \frac{\text{hours worked and paid holidays} \times \text{bi-weekly salary}}{\text{hours scheduled and paid holidays}}$$

(paid holiday = the weekly maxima defined in Clause 32.3 divided by five (5) days).

**26.14 Increments for Instructional Staff**  
**26.14 Increments for Instructional Staff**

(a) Instructors with a graduate degree, or with an undergraduate degree and a recognized teaching certificate, or with an equivalent combination of educational qualifications and experience deemed suitable by the Employer, are not required to obtain a Vocational Instructor's Diploma for purposes of increments.

(b) (1) New instructors shall progress one (1) increment for each year of seniority through all incremental steps of the salary schedule, with the exceptions noted below.

(2) Cross Union Appointments - Movement on the salary scale will be based on each full year of instructional employment with the College, not each full year of employment within each bargaining unit.

(3) In the event that the instructor does not complete the Vocational Instructor's Diploma program before the date on which their annual increment would normally be applicable, the employee's salary will be held at the second increment above their entry level until such time as the Vocational Instructor's Diploma has been completed.

(c) Instructors shall progress through all incremental steps of the salary schedule.

(d) Initial Placement on Scale

Effective April 1, 2000 no placement on scale at Instructor Step BFA 14. Nothing in this Agreement shall prevent an instructor from being hired above the instructor's minimum rate to a maximum of the eighth step of the scale: normally the following criteria will be used in placing instructors on scale on initial hire effective April 1, 1997:

(1) Educational Credentials

A two year diploma/ON1 or equivalent - initial placement at Step BFA 14

An RN/Journeyman ticket/ON2 - initial placement at Step BFA 14

A Bachelor's Degree, CGA, CMA, CA, or Master Mariner - initial placement at Step BFA 13

Post Graduate Certification (e.g. a Bachelor's plus CGA, CMA, CA, Masters Degree, etc.) - initial placement at Step BFA 12

Note: One additional increment will be granted on initial placement to those who possess a Teaching Certificate or a Vocational Instructor's Diploma provided that they have not already been placed at Step BFA 12 based on educational credentials.

- (2) Experience
- One additional step will be granted for each year of related instructional experience
- One additional step for each two years of related work experience
- (3) Recognition of additional educational credentials completed after initial placement
- (i) completion of the Vocational Instructor's Diploma will entitle the instructor to an additional salary increment if they do not already possess post graduate certification
- (ii) completion of post graduate certification related to the instructor's duties will entitle the instructor to one additional salary increment
- (4) Notes
- (i) Maximum initial placement on scale will be Step BFA 08 of the scale.
- (ii) Experience credits will be recognized after the initial recognized education credential
- (iii) Education credentials and experience must be directly related to the field of studies associated with the instructor's duties at the College
- (iv) Fifty percent (50%) or more of a year of experience will be considered a full year in the rounding off of the total
- (v) The possession of two relevant educational credentials (e.g. two relevant Bachelor degrees, a journeyman ticket and diploma, etc.) may result in an additional step on initial placement to a maximum of Step BFA 12 for education credentials
- (vi) Experience which is gained as an integral part of earning an education credential (eg. apprenticeship, practicums, work placements, etc.) will not be considered as experience for initial placement on scale

**26.15 Special Allowances**

Program Coordinator/Instructors - a bi-weekly administrative allowance of \$113.08 effective March 31, 1996. Effective April 1, 2000 an increase of 2.1% to \$115.45 bi-weekly.

**26.16 Hosting Expenses**

Where employees have guest speakers, recruiting officers, consultants, community relations personnel or other non-service personnel at their work place in the course of their duties, they shall, subject to prior approval, be reimbursed for reasonable expenses upon production of receipts.

**26.17 Expenses within Headquarters Area**

An employee in performing their duties within their headquarters area may claim unusual and/or extraordinary out-of-pocket expenses, subject to approval by the Employer. It is agreed that payment for out-of-pocket expenses is intended to include payment for meals where the situation warrants. It is not the intention to pay meal allowances where the employee can be reasonably expected to provide their own meal.

**26.18 Temporary Assignment Travel** **26.18 Temporary Assignment Travel** **26.18 Temporary Assignment Travel**

When an employee is assigned temporarily to a work site within the Province that is so far removed that they are unable to return to their designated headquarters at the end of each workday, the following conditions shall apply:

- (a) Travel between the employee's place of temporary accommodation and the work site shall be considered as time worked.
- (b) Employees shall be provided with return economy air fare in order to allow them to return to their place of residence and return to the work site at the end of each work week on the employee's time.
- (c) Employees who choose not to return to their place of residence shall not receive the return air fare.

**26.19 Travel Outside Province** **26.19 Travel Outside Province** **26.19 Travel Outside Province**

- (a) Employees required to travel outside the Province shall be reimbursed for receipted expenses incurred in the course of their duties. Receipts shall not be required for expense categories currently paid without receipts within British Columbia. Types and amounts of receipted expenses that will be reimbursed outside the Province will be pre-authorized.
- (b) Employees will be provided reasonable stopover time where required, in view of fatigue occasioned by international travel.
- (c) Where the currency exchange is greater or lesser, all expenses will be paid at that rate of exchange.

**26.20 Professional Membership Dues and Fees**

Where the College requires, as a condition of continuing employment, that a regular faculty member maintain a specified professional association membership, the College will pay the annual dues required to maintain such membership.

**ARTICLE 27 - CLASSIFICATION AND RECLASSIFICATION** **ARTICLE 27 - CLASSIFICATION AND RECLASSIFICATION** **ARTICLE 27 - CLASSIFICATION AND RECLASSIFICATION**

**27.1 Job Duties** **27.1 Job Duties** **27.1 Job Duties**

Provided the duties contained in any job continue to be performed, the Employer may not split, divide, or materially alter that configuration of duties for the purpose of displacing an existing employee not on layoff, without prior mutual agreement with the Union or an arbitrator's decision.

**27.2 Reorganization** **27.2 Reorganization** **27.2 Reorganization**

The parties agree that where there is a reorganization/restructuring, it shall be implemented in accordance with the following principles:

- (a) The Employer agrees to give the President of the Union advance notice of a reorganization within the College which will affect employees within the Bargaining Unit.
- (b) The Employer agrees to consult first with the Union and then the employees involved for the purpose of discussing the implications of such changes prior to the implementation of same.

(c) Where a position has been identified by the Employer as one which will be affected by the reorganization, the incumbent will be advised in writing by the Employer.

(d) Any employee affected by the reorganization will not be subject to the provisions of Clause 10.9 probationary period.

**ARTICLE 28 - JOINT COMMITTEE**

**28.1 Establishment of a Joint Committee**

There shall be established one (1) Joint Committee composed of two (2) Union representatives and two (2) Employer representatives. This Committee may call upon additional persons for technical information or advice. The Committee may establish subcommittees or ad hoc committees as it deems necessary and shall set guidelines and operating procedures for such committees.

**28.2 Meetings of Committee**

The Joint Committee shall meet every two months at a mutually agreeable time and place. Employees shall not suffer any loss of basic pay for time spent on this Committee.

**28.3 Chairperson of Committee**

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

**28.4 Responsibilities of Committee**

(a) 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 have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions, except as specified in this Agreement.

(b) The Committee will specifically address the following items as it deems necessary:

(1) Incapacitated employees

(i) The Committee shall review cases of regular employees who have completed their initial probationary period, who have become incapacitated through temporary disablement or permanent partial disablement, and who as a result are precluded from performing the duties of their own occupation. The Committee shall also review cases of all employees who have become incapacitated through industrial injury or industrial illness.

(ii) Following the review of such cases, the Committee, taking into account the best interests of the employee and the Employer, shall make recommendations to the Employer in accordance with their agreed terms of reference.

(iii) Where the Committee is unable to decide upon recommendations for a particular case, it shall be referred to the Bargaining Principals for a final disposition.

(iv) Where necessary and available, the Committee shall engage a qualified medical practitioner as Chairperson on a voluntary basis.

- (2) Transfers without posting
  - (i) Lateral transfers or voluntary demotions may be granted, without posting for:
    - (a) compassionate or medical grounds to regular employees who have completed their initial probationary period;
    - (b) all employees who have become incapacitated by industrial injury or industrial illness.
  - (ii) In such cases the Committee shall consider any applications or requests presented to the Committee. Each request for special consideration shall be judged solely on its merit.
- (3) Appointment procedures. See Clause 12.8.
- (4) Authorization and application of overtime. See Article 15.
- (5) Uniforms
  - (i) The Employer shall provide the appropriate uniform or wearing apparel to any employee who is required to wear a uniform except for customized and/or personal apparel for instructional staff excluding safety equipment per Clause 21.12.
  - (ii) The type of uniform or wearing apparel to be provided shall be determined by the Committee.
- (6) Child care facilities - The Committee shall investigate the availability and/or establishment of facilities and equipment for child care centres for children of employees covered by this Agreement.
- (7) 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. The Committee shall study the matter of employee parking and make recommendations to the parties.
- (8) Indemnity. See Clause 31.2.
- (9) Reorganization. See Clause 27.2.
- (10) Personal duties
  - (i) It is understood by both parties that work not related to the business of the College should not be performed on the Employer's time.
  - (ii) To this end, it is agreed that an employee will not be required to perform duties of a personal nature for supervisory personnel.
  - (iii) Where an employee directly involved, feels a problem exists in this area, the Union or Employer may take the matter to the Committee which will attempt to resolve the dispute.
- (11) On-the-job training
  - (i) The local supervisor shall be responsible for providing job training to employees filling vacant or new positions.
  - (ii) Where deemed necessary, all newly employed instructors shall receive teaching

instruction and orientation before being required to assume a normal instructional work load. See Clause 32.7.

(iii) The Committee shall ensure that during the term of each Agreement, a review or update is carried out of incumbents in each position to determine job targets or career goals. The aforementioned review will be administered by the Personnel Department as directed by the Committee. The Committee shall make recommendations to the Employer of practical ways and means whereby employees may obtain necessary upgrading in order to achieve career goals. The Employer shall not arbitrarily dismiss Committee recommendations particularly those recommendations that would require no additional cost to the Employer. See Clause 10.6.

(12) Long term disability. See Appendix I, Part 2.

(13) Faculty workload. See Article 32.

(14) Employee fitness - The Union and the Employer acknowledge that a program of employee physical fitness is a positive contribution to the health of the employees. The parties therefore agree that the Committee will investigate the feasibility of instituting a fitness program in the College.

- (c) (1) reviewing matters, other than grievances, relating to the maintenance of good relations between the parties;
- (2) correcting conditions causing grievances and misunderstanding.

**28.5 Committee to Allocate Training**

The Employer agrees that, subject to operational requirements, when selecting employees to attend training courses, the College considers the factors of seniority, satisfactory work performance and equitability of access as determinants for selection.

**28.6 Reference**

The parties will refer to the relevant provisions of the 1989-1991 Collective Agreement when discussing the specific items in Clause 28.4(b) above.

**ARTICLE 29 - SECONDMENT**

**29.1 Definition**

"Secondment" means a process by which the Employer may, with the consent of the employee, assign an employee to another Employer not subject to this Agreement.

**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 Agreement to Apply**

The provisions of this Agreement will apply to seconded employees. The Employer to which the employee

is seconded will receive written notice of this Article and will be provided with a copy of this Agreement.

**29.4 Employer's Representative Designated to Handle Grievances at the Second Step**  
**Employer's Representative Designated to Handle Grievances at the Second Step**  
**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 and their supervisor is not appointed to the College, the employee will discuss the grievance with their supervisor. 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 - AUXILIARY EMPLOYEES**  
**ARTICLE 30 - AUXILIARY EMPLOYEES**  
**ARTICLE 30 - AUXILIARY EMPLOYEES**

**30.1 Letter of Appointment**  
**Letter of Appointment**  
**Letter of Appointment**

- (a) An auxiliary employee shall receive a letter of appointment prior to commencing employment if possible, stating their employment status and expected duration of employment.
- (b) The Employer will not use auxiliary or regular part-time employees or a combination of auxiliary or regular part-time employees to the extent that they replace, displace or prevent the hiring of a regular full-time employee.
- (c) An auxiliary employee shall be entitled to an allowance of four (4) percent in lieu of all benefits applicable to regular employees except as otherwise stipulated in this article.

**30.2 Seniority on Applying for Regular Positions**  
**Seniority on Applying for Regular Positions**  
**Seniority on Applying for Regular Positions**

- (a) Auxiliary employees will be recognized as in-service applicants when applying for regular positions.
- (b) Subject to Clause 30.4, an auxiliary employee will have their length of service as an auxiliary employee recognized in the selection process and will be credited with equivalent regular seniority upon appointment.

**30.3 Seniority**  
**Seniority**  
**Seniority**

- (a) Employees shall earn seniority during the initial probationary period of sixty (60) workdays. An employee terminated during the probationary period shall lose seniority and not be placed on the recall list.
- (b) (1) For the purpose of layoff and recall, an auxiliary employee shall accumulate service and classification seniority within a geographic location, on the basis of:
  - (i) all hours worked;
  - (ii) designated paid holidays or days off in lieu in accordance with Clause 30.7;
  - (iii) annual vacation in accordance with Clause 30.8.
- (2) The total hours above shall be converted to a pro rata of a full-time workload to establish seniority.
- (c) Subject to Clause 30.4, an auxiliary employee shall retain their service and classification seniority if they are moved by the Employer from one geographic location to another.

(d) For the purpose of layoff and recall, auxiliary 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 they not been injured and been able to stay on the job.

(e) An auxiliary Employee, for the purposes of applying for a regular appointment, shall have their seniority as an auxiliary recognized even if the initial probation period is not complete as per (a) above.

**30.4 Loss of Seniority** **Loss of Seniority** **30.4 Loss of Seniority** **of**

An auxiliary employee will lose their service and classification seniority when:

- (a) the employee is terminated for just cause;
- (b) the employee voluntarily terminates or abandons their position;
- (c) the employee is on layoff for more than two (2) years;
- (d) the employee is unavailable for, or declines, two (2) offers, on separate days, of re-employment in which the duration and nature of work is reasonably similar to that which the employee carried out prior to layoff.

**30.5 Layoff and Recall** **Layoff and Recall** **30.5 Layoff and Recall** **and**

(a) Layoff of auxiliary employees shall be by classification in reverse order of service seniority within a geographic location.

(b) Subject to Clause 13.3 auxiliary employees on layoff shall be recalled in order of service seniority within a geographic location, provided the auxiliary employee is qualified to carry out the work which is available.

(c) Notwithstanding Clause 30.5(a) above, auxiliary employees hired for a term certain shall be laid off upon completion of the term and shall be subject to recall procedures in accordance with Clause 30.5(b) above.

(d) Auxiliary employees hired for special projects, as mutually agreed to between the Employer and the Union, or auxiliary employees hired under the auspices of the Ministry of Labour's Special Employment Programs, shall be considered terminated for cause in accordance with Clause 30.4(a) upon completion of their project or program.

(e) The bargaining unit Chairpersons shall have access to recall lists for verification of seniority, the process of recall, and updating.

**30.6 Application of Agreement** **Application of Agreement** **30.6 Application of Agreement**

(a) Except as otherwise noted in this article, the provisions of Articles 11, 13, 16, 17, 18, 19, and 24 do not apply to auxiliary employees. The provisions of other articles apply to auxiliary employees, except as otherwise indicated.

(b) The provisions of Article 19.1, 19.3, 19.5, 19.6, 19.8, 19.9, 19.10, 19.11, 19.12, 19.13, 19.15, 19.16, 24.5, 24.6 and 24.7 shall apply to auxiliary employees and where appropriate on a pro rata basis.

**30.7 Designated Paid Holidays** **Designated Paid Holidays** **30.7 Designated**

**Paid Holidays**

(a) Auxiliary employees who work the day before and the day after a paid holiday, or who have worked fifteen (15) of the previous thirty (30) days, shall be compensated for the holiday. This clause shall not apply to employees who have been terminated and are not on layoff status.

(b) An auxiliary employee who is qualified in Clause 30.7(a) to receive compensation for the holiday and who is required to work on that day shall be compensated at the same rate as regular employees in the same situation, as outlined in Article 16.

**30.8 Annual Vacation30.8****Annual Vacation30.8Annual Vacation**

Auxiliary employees shall be entitled to receive vacation entitlement as applicable to regular employees on a pro rata basis to a maximum of six (6) percent except that such entitlement will be paid in cash.

**ARTICLE 31 - GENERAL CONDITIONSARTICLE 31 - GENERAL CONDITIONSARTICLE 31 - GENERAL CONDITIONS****31.1 Child Care Facilities31.1****Child Care Facilities31.1Child Care**

(a) The Joint Committee established under Article 28 shall investigate the availability and/or establishment of facilities and equipment for child care centres for children of employees covered by this Agreement.

(b) The Committee shall make monthly reports to the parties on its activities and progress.

(c) The issue of reserved seats at the Daycare for employees will be referred to the Joint Committee for resolution.

**31.2 Indemnity31.2****Indemnity31.2 Indemnity****(a) Civil Actions**

Except when the Joint Committee established under Article 28 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 their 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 their duties and is subsequently found not guilty, the employee shall be reimbursed for reasonable legal fees.

**(c) Canada Shipping Act**

Where an employee is called before a hearing held under the Canada Shipping Act resulting directly from the proper performance of their duties, the employee shall be reimbursed for reasonable legal fees.

(d) At the option of the Employer, the Employer may provide for legal services in the defence of any legal proceedings involving the employee (so long as no conflict of interest arises between the Employer and the employee) or pay the legal fees of counsel chosen by the employee.

(e) In order that the above provisions shall be binding upon the Employer, the employee shall notify

the Employer immediately, in writing, of any incident or course of events which may lead to legal action against them, and the intention or knowledge of such possible legal action is evidenced by any of the following circumstances:

- (1) when the employee is first approached by any person or organization notifying them of intended legal action against them;
- (2) when the employee themselves requires or retains legal counsel in regard to the incident or course of events;
- (3) where any investigative body or authority first notifies the employee of any investigation or other proceeding which might lead to legal action against the employee;
- (4) when information first becomes known to the employee in the light of which it is a reasonable assumption that the employee would conclude that they might be the object of legal action; or
- (5) when an employee receives notice of any legal proceeding of any nature or kind.

### 31.3 Payroll Deductions

### Payroll Deductions

(a) A continuing employee shall be entitled to have deductions from their salary assigned for the purchase of Canada Payroll Savings.

(b) Where a clerical or mathematical error, which can be characterized as an error in fact, has occurred in establishing or calculating an employee's basic salary, premium rates or allowances, it shall be rectified in total and retroactively for a period not to exceed the duration of this contract. Errors resulting in underpayments to employees shall normally be paid in a lump sum. The employee shall be provided with one (1) month's written notice of the Employer's intent to recover any excess payment. The notice shall specify the amount, period and reason for overpayment, and the method of payment.

Maximum recovery rate of overpayments shall be at the same rate as which the overpayment was made. In cases of demonstrated hardship, the repayment rate will be discussed between the employee and the Bursar or the Bursar's designate.

### 31.4 Political Activity

### Political Activity

(a) *Municipal and School Board Offices*

- (1) employees may seek election to Municipal and School Board Offices, provided that 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) 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 Clause 19.4(a) to engage in the election campaign. If elected, the employee shall be granted leave of absence in accordance with Clause 19.4(c). If not elected; the employee shall be allowed to return to their former position.

### 31.5 Copies of Agreement

### Copies of Agreement

**Agreement**

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement, and the employee's rights and obligations under it. For this reason the Employer shall provide sufficient copies of the Agreement (13.75 x 21.25 cm) for distribution to employees.

**31.6 Travel Advance31.6****Travel Advance31.6Travel Advance**

Employees who are required to proceed on travel status, shall be provided with an adequate travel advance. The amount of advance will be determined by such factors as time away from headquarters and the frequency of reimbursement. Employees who fail to submit a travel expense form accounting for the travel advance within fifteen (15) calendar days of the completion of such travel shall not be eligible for further travel advances until such time as the accounting for the travel advance is finalized.

**31.7 Personal Research31.7  
Research****Personal Research31.7Personal**

Subject to approval by the Employer, an employee may use facilities normally used in the course of their duties to carry out personal research or projects. The cost of materials shall be borne by the employee. Such approval shall not be unreasonably withheld by the Employer.

A clearly enunciated and consistent policy regarding use and access to facilities and safety concerns shall be posted.

**31.8 Copyrights31.8****Copyrights31.8 Copyrights**

- (a) (1) the Employer and the Union agree that original materials prepared by the employee in the course of their duties for the Employer, shall be retained by the Employer.
- (2) the Employer further agrees that the employee may be granted permission to quote selected portions of such material in a larger work or to publish the material in related journals.
- (b) The Employer agrees that an employee may prepare materials on the employee's own time, and copyright and/or revenue rights for such materials shall be vested in the employee.
- (c) Confidential information shall not be disclosed without the written permission of the College.

**31.9 Positions Temporarily Vacant31.9Positions  
Positions Temporarily Vacant****Temporarily Vacant31.9**

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

**31.10 Cashier Policy31.10****Cashier Policy31.10Cashier Policy**

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

- (a) provided with further training as a cashier; or
- (b) provided retraining with a view to placement in a more suitable position; or
- (c) liable for disciplinary action provided there was no success in Clauses 31.10(a) or (b).

**31.11 Recreational Use of Employer's Vehicles and Communication Facilities31.11Recreational**

**Use of Employer's Vehicles and Communication Facilities**

- (a) Where employees are required to obtain accommodation at a point distant from their place of residence, they will be permitted reasonable personal use of an Employer's vehicle, if available, during their non-working hours.
- (b) The Employer also agrees to permit reasonable personal use by such employees of the communication facilities at the work site.

**31.12 College Courses****College Courses**

Regular employees within the bargaining unit shall be entitled to attend and participate in any course offered by the College based on the following conditions:

- (a) employee registration will not factor in the decision to cancel a course due to insufficient student registration, and
- (b) employees will assume costs for textbooks and/or supplies, and
- (c) an employee registration cannot take the place of a fee paying student, and
- (d) courses shall be taken on employees own time, and
- (e) the employee satisfies normal course prerequisites, and
- (f) results in no additional instructional costs to the College, and
- (g) for courses that are taken under this clause that are job related, upon approval prior to commencing the course the College will reimburse the employee one hundred (100) percent of the cost of textbooks.

**31.13 Academic Freedom**

Every employee is entitled to exercise Academic Freedom in the performance of his duties. However, it is recognized that Academic Freedom must be exercised responsibly.

(a) People benefit from the search for knowledge and its free exposition. Academic freedom is essential to both these purposes in the teaching function of the College as well as in its scholarship and research. There shall be no infringement or abridgement of the academic freedom of any faculty member.

(b) Academic freedom is the freedom to examine, question, teach and learn, and it involves the right to investigate, speculate and comment without regard to prescribed doctrine. Academic freedom ensures:

- (1) freedom in the conduct of teaching;
- (2) freedom in undertaking research and publishing or making public the results thereof;
- (3) freedom from institutional censorship.

(c) Academic freedom carries with it the duty to use that freedom in a responsible way and in a manner consistent with the scholarly obligation to base teaching and research on an honest search for knowledge and the obligation to follow the curriculum requirements of the instructional assignment.

**31.14 Income Tax Deduction**

Where requested by an instructor, the employer will complete a tax form T2200 (Declaration of Employment Conditions – Office or Employment Expense).

## ARTICLE 32 - FACULTY WORKLOAD

This article will become effective September 1, 1992.

### 32.1 Responsibilities

Faculty are expected to assume the responsibilities consistent with the professional status of their position. Duties implied by these responsibilities include services provided to students, activities intended to enhance and maintain curricula and tasks which support the operation and development of the College.

### 32.2 Definitions

**Contact Hour** - for the purposes of this article, a contact hour will be understood to be one hour scheduled by the College during which a faculty member is working with students in classroom related activities which further the attainment of course objectives (e.g. lecture, lab, tutorial, seminar or shop).

**Class Size** - for the purposes of this article, class size will be understood to be either:

- (a) the number of students registered in a course as reported by the Registrar's office at the conclusion of the last day for late registration as published in the College Calendar, or
- (b) the number of students registered in a program as reported by the Registrar's office at the conclusion of the last day for late registration as published in the College Calendar divided by the number of full-time faculty equivalents assigned to the program, or
- (c) the number of students registered in a program as reported by the Registrar's office divided by the number of full-time equivalent faculty assigned to the program

as appropriate to the program.

### 32.3 Instructional Workload

Refer to Joint Labour Management Committee as per Dorsey's Framework Agreement.

The actual instructional assignment of a faculty member will be developed via consultation between the faculty member and Centre Director or designate. This consultation will address educational and professional issues relevant to the course or program in which the faculty member will be instructing, the demands of any other approved activities in which the faculty member will be involved and related operational issues.

The following maxima contact hours and class size represent averages which will be calculated over the academic year to which the workload applies. All reasonable efforts will be made to ensure these maxima are not exceeded.

PROGRAM	INSTRUCTIONAL CONTACT HOURS	CLASS SIZE
ABE Fundamental	25	16
ABE Developmental	25	20
Adult Special Ed	25	14
Business Admin	18	40
Office Careers	25	25
Trades	25	18
(Welding)	25	16
**Nursing	18	40
*Forestry 18		40
*Addictions Resource	15	24
*Hospitality	25	25
Marine	25	24
E.S.L.	25	16
*Continuing Care Aide	25	25
Applied Technology	18	40

\* Fieldwork, clinical, practica, etc. assignments will average thirty-five hours per week over the period of supervision.

\*\* Clinical assignments will average twenty-four hours per week over the period of supervision.

Workloads which include both instructional contact hours and fieldwork, clinical, or practical supervision will be based on a prorated combination.

Average contact hours will not be required beyond the maxima indicated above.

The parties agree to continue the sub-committee on instructional workload for Career and College Preparation and Office Administration to establish workloads for instructor-led versus self-paced delivery for the purpose of entering into a Memorandum of Agreement by March 31, 1999 with an implementation date of September 1, 1999.

**32.4 Hours of Work 32.4 Hours of Work 32.4 Hours of Work**

The standard work week shall be Monday to Friday inclusive.

**32.5 Revision of Contact Hours or Class Size 32.5 Revision of Contact Hours or Class Size**

A task force is to be struck to deal with instructional contact hours, class size and prep time for new instructors, for existing, revised or new programs and any changes made by mutual agreement through a Letter of Understanding. If a task force is unable to agree on changes, recommendations will be made to the negotiating committees of both parties for settlement. The task force will be comprised of two instructors (appointed by the Union) and two management personnel. Should release time be required, the College will pay for substitutes. This article applies to all instructors.

**32.6 Non-Instructional Duty Days 32.6 Non-Instructional Duty Days For Instructional Staff 32.6 Non-Instructional Duty Days For Instructional Staff**

Instructional staff shall be scheduled ten (10) non-instructional days during the duty year (September 1 - August 30) during which period of time the instructor will be assigned to the Program Development and Support Department for the purpose of curriculum revision, upgrading and development. In the case of part-time continuing instructional staff, the entitlement to non-instructional days shall be on a pro-rata basis.

Instructors will have the option of scheduling three (3) non-instructional days off campus between Christmas and New Years.

**32.7 Preparation Time**

All new instructors appointed as employees shall have a date of appointment which allows for reasonable time for preparation prior to the commencement of classes.

**32.8 Program Coordinator/Instructor Workload Reduction**

(a) Release time for each Program Coordinator/Instructor will be determined and approved no later than April 30<sup>th</sup> of each year.

Release time will be based on a rolling average of the College's prior two year's official base funded FTE's per program. Consideration will also be given to including additional FTE's in the calculation based on new based funded certificate and/or diploma programs being offered in the forthcoming academic year.

(b) Instruction Workload Reductions

<b>FTE Groupings per Program</b>	<b>Percentage of Release Time</b>
<u>Up to 40 FTE's</u>	<u>25.00%</u>
<u>41 – 80 FTE's</u>	<u>33.33%</u>
<u>81 –120 FTE's</u>	<u>41.66 %</u>
<u>121 - + FTE's</u>	<u>50.00%</u>

(c) Special College Assignments

Additional instructional workload reductions for special College assignments, as determined and approved by the College, will be considered on an individual basis. Criteria for determining and assigning the preceding release time will be addressed in a Memorandum of Agreement to be developed during the life of this Agreement.

(d) Multiple Program Assignments

Additional instructional workload reductions for Program Coordinator/Instructor(s) who are assigned more than one program within one region will be considered on an individual basis.

(e) Review – Joint Labour Management Committee

The above criteria for determining instructional workload reductions will be reviewed by the Joint Labour Management Committee or designates, on or before April 30, 2000. The Joint Labour Management Committee may refer its findings to the Bargaining Principals for negotiation and implementation.

(f) The provisions of this article will be effective as of August 30, 1999.

**ARTICLE 33 - PROFESSIONAL DEVELOPMENT**

**33.1 Concept**

The parties support the concept of professional development for the purposes of enabling employees to prepare for promotional advancement and generally upgrade their present skills and abilities which will be of benefit to both the employee and the Employer.

**33.2 Representation**

A standing professional development committee shall be established, and shall be comprised of three (3) representatives of the Union and one (1) representative of the employer. This committee shall manage the professional development program of the employees, including the allocation of funds to support professional development activities.

**33.3 Terms of Reference**

The Professional Development Committee will establish terms of reference and operating procedures for the disbursement of the Professional Development Fund:

- (a) to qualify for funding, an employee must be a regular employee or an employee with 1025 hours auxiliary seniority,
- (b) any Provincial Instructor Diploma courses required by the Employer will be paid by the Employer.

**33.4 Allocation**

- (a) The College shall allocate at the beginning of each fiscal year the amount of \$16,500.
- (b) Any unspent balance at the end of each fiscal year shall be carried forward and added to the allocation for the next fiscal year.

(c) The College will attempt through its budgetary processes to increase the PD fund for BCGEU Faculty to the amount allocated in the CIEA/CUPE Agreement by the expiry dates of this Agreement.

**33.5 Report Terms of Reference**

The Professional Development Committee will report to the College President and the Union President the established terms of reference.

**33.6 Financial Reports**

Either the Union or the College has the right to request periodic financial statements and details of the Committee's actions.

**33.7 Annual Reports**

A detailed annual report of the Committee's activities and a financial statement of expenditures will be prepared for submission to the College President and the Union President at the end of each fiscal year.

**33.8 Training Activities**

The Professional Development Fund may support the following types of activities:

- (a) Long term training
  - (1) professional experience leave
  - (2) audit of apprenticeship courses in which the employee already possesses journeyman status for upgrading of not less than six (6) weeks' duration
  - (3) staff exchange - national or international

- (b) Short term training
  - (1) short course attendance and correspondence courses
  - (2) conferences, seminars and workshops
  - (3) attendance at conventions and conferences on an individual basis will not be funded.

**33.9 Substitutes33.9 Substitutes33.9 Substitutes**

The College will pay for substitutes to allow for an employee to pursue a professional development activity upon approval of the Regional/Assistant Director or other designated management person.

**ARTICLE 34 - TERM OF AGREEMENTARTICLE 34 - TERM OF AGREEMENTARTICLE 34 - TERM OF AGREEMENT**

**34.1 Duration34.1 Duration34.1 Duration**

This Agreement shall be binding and remain in effect to midnight, March 31, 2001.

**34.2 Notice to Bargain34.2 Notice to Bargain34.2 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, 2001, but in any event not later than midnight, January 31, 2001.
- (b) Where no notice is given by either party prior to January 31, 2001, both parties shall be deemed to have been given notice under this clause on January 31, 2001, and thereupon Clause 34.3 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 College President.

**34.3 Commencement of Bargaining34.3 Commencement of Bargaining34.3 Commencement of Bargaining**

Where a party to this Agreement has given notice under Clause 34.2, the parties shall, within fourteen (14) days after the notice was given, commence collective bargaining.

**34.4 Change in Agreement34.4 Change in Agreement34.4 Change in Agreement**

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

**34.5 Agreement to Continue in Force34.5 Agreement to Continue in Force34.5 Agreement to Continue in Force**

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

**34.6 Effective Date of Agreement34.6 Effective Date of Agreement34.6 Effective Date of Agreement**

- (a) The provisions of this Agreement, except as otherwise specified, shall come into full force and effect on the first of the month following the date of signing of this Agreement.

(b) All agreed to changes to the Agreement will be retroactive to April 1, 1999 unless other-wise specified.

## APPENDIX 1

## SHORT AND LONG TERM DISABILITY

**Part 1 - Short Term Illness and Injury Plan****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.
- (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 fifteen (15) days coverage at full pay for every two year period commencing January 1, 1994.
- (c) Regular employees with three (3) months but less than six (6) months of service will be entitled to fifteen (15) weeks (75 workdays) of coverage, consisting of the above fifteen (15) days, or what remains of the fifteen (15) days' entitlement, at full pay, and the remainder of the fifteen (15) weeks at two-thirds (2/3) of pay, or the UIC maximum weekly sickness benefit, whichever is higher.
- (d) Notwithstanding Section 1.1(a), (b) and (c) above, where a regular employee is on a claim recognized by the Workers' Compensation Board while the employee was on the Employer's business, they shall be entitled to leave at their regular rate of pay, up to a maximum of one hundred thirty (130) days for any one claim in lieu of benefits as outlined in Section 1.2. In such cases the compensation payable by the Workers' Compensation Board shall be remitted to the Employer.
- (e) Pay for a regular part-time employee under this plan shall be based on their part-time percentage of full-time employment at date of present appointment.

**1.2 Short Term Benefits**

- (a) In the event an employee is unable to work because of an illness or injury, the employee will be entitled to a benefit of seventy-five (75) percent of pay for a period not to exceed six (6) months from date of absence (Short Term Plan Period). In any two calendar year period, the first fifteen (15) workdays of absence from work due to illness or injury will be paid at one hundred (100) percent of pay. Effective January 1, 2000, change fifteen (15) days to twenty (20) days for the two year period commencing January 1, 2000. Employees who exhaust all or part of their fifteen (15) day entitlement at one hundred (100) percent of pay in that two year calendar period will have it reinstated in the next two year calendar period upon return to work. Effective January 1, 1999 employees exceeding fifteen (15) days in the two year period commencing January 1, 1998 will be granted an additional two and one-half (2.5) days if required.
- (b) 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 (75) percent of pay benefit under the new plan by using twenty-five (25) percent of a day's accumulation under the old sick leave plan for each day of absence under the new plan. The employee may opt to supplement the seventy-five (75) percent benefit by the use of earned vacation time.

**1.3 Recurring Disabilities**

- (a) Employees who return to work after being absent because of illness or injury, and within five (5) consecutive scheduled days of work, again become unable to work because of the same illness or injury are considered to still be within the original Short Term Plan period as defined in Section 1.2(a)

(b) Employees who return to work after being absent because of illness or injury and within five (5) consecutive scheduled days of work, again become unable to work because of a new illness or injury unrelated to the illness or injury that caused the previous absence shall be entitled to a further six (6) months benefits under this plan.

(c) Employees who return to work after being absent because of illness or injury, and after working five (5) or more consecutive scheduled days of work, again become unable to work because of the same illness or injury will be entitled to a further six (6) month period of benefits under this plan. This does not apply to an employee who has returned to work in the College on a trial basis as approved by the Joint Committee. In such a case, the maximum benefit period shall continue to be as defined in Section 1.2(a).

(d) Employees who return to work after a period of illness or injury and who do not work the same number of hours that were scheduled prior to the illness or injury shall receive prorated benefits under this plan, however, not beyond six (6) calendar months from the initial date of absence as defined in Section 1.2(a), if absence is due to the same illness or injury.

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

(a) The Employer may require an employee who is unable to work because of illness or injury to provide a statement from:

- (1) a medical practitioner qualified to practice in the province of B.C.; or
- (2) where necessary, from a medical practitioner licensed to practice in the province of Alberta or the Yukon; or
- (3) the consulting physician to whom the employee is referred by the medical practitioner in Sections 1.4(a)(1) and (2) above,

providing medical evidence of the employee's inability to work in any of the following circumstances:

- (1) where it appears that a pattern of consistent or frequent absence from work is developing;
- (2) where the employee has been absent for six (6) consecutive scheduled days of work;
- (3) where at least thirty (30) days have elapsed since the last statement was obtained and the employee has been in receipt of plan benefits throughout the period.

(b) Benefits will cease to be paid when an employee fails to provide satisfactory evidence of medical disability during the benefit period.

#### 1.5 Integration with Other Disability Income

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

- (a) Any amount the absent employee receives from any group insurance, wage continuation or pension plan of the Employer.
- (b) Any amount of disability income provided by any compulsory act or law, except

Unemployment 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.

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

- (1) one hundred (100) percent of pay; or
- (2) the applicable benefit percentage of the individual's 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 their total monthly income.

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

### 1.6 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 suspension without pay;
- (f) on paid absence in the period immediately preceding retirement;
- (g) on any leave of absence without pay.

Notwithstanding Section 1.6(g) above, where an illness or injury occurs during a period of approved:

- (1) educational leave,
- (2) general leave of absence not exceeding thirty (30) days,
- (3) maternity leave,

which prevents the employee from returning to work on the scheduled date of return, the Short Term Plan will be effective from the date of disability due to illness or injury and benefits will be paid for the balance of the six (6) month period remaining from the scheduled date of return to work. For maternity leave, the intention is no coverage for normal pregnancy.

### 1.7 Employee to Inform Employer

The employee shall inform the Employer as soon as possible of their 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.

### 1.8 Entitlement

For the purpose of calculating fifteen (15) calendar days per two year period, one day shall be considered to be one day, regardless of the regularly scheduled workday. Calculation for part-time employees and partial days will be on a prorated basis.

### 1.9 UIC Premium

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

### 1.10 Benefits Upon Layoff or Separation

(a) Subject to Sections 1.10(b) and (c) below, regular employees who have completed three (3) months of service and who are receiving benefits pursuant to Sections 1.1(c), 1.1(d) or 1.2 shall continue to receive such benefits upon layoff or separation until the termination of the illness or until the maximum benefit entitlement has been granted, whichever comes first, if the notice of layoff or separation is given after the commencement of the illness for which benefits are being paid.

(b) In the event that layoff or separation notice was given prior to the commencement of the illness, benefits will cease on the effective date of the layoff or separation only if the illness commenced within two (2) months of the effective date of the layoff or separation.

(c) Benefits will continue to be paid in accordance with Section 1.10(a) above, for which notice of layoff or separation was given prior to the commencement of the illness and if the illness commenced more than two (2) months before the effective date of the layoff or separation.

## Part 2 - Long Term Disability PlanPart 2 - Long Term Disability PlanPart 2 - Long Term Disability Plan

### 2.1 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 they 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.

## 2.2 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 Sections 1.3(a) and (c), the employee 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 as at the date of disability will continue until the sick bank is exhausted, and Section 2.6 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 (66 2/3) percent of the first twenty-five hundred (2,500) dollars of monthly earnings; and
  - (2) fifty (50) percent of the monthly earnings above twenty-five hundred (2,500) dollars.

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 2.3, 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 continue to be covered by superannuation, group life, extended health, dental and medical plans. Such employees will also be covered by Clauses 11.5, 11.6 and 18(b) and will, during the two (2) year period of disability re: own occupation, be eligible for Clauses 26.9 and 26.10. Employees will not be covered by any other portion of the Collective Agreement but will retain the right to the grievance procedure and the right of access to the Joint Committee established in the Collective Agreement.

(e) When an employee is in receipt of the benefit described in Section 2.2(b) above, contributions required for benefit plans in Section 2.2(d) above and contributions for Superannuation will be waived by the Employer.

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 Section 2.2(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.

### 2.3 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 their 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 (75) percent 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) With respect to mental or nervous conditions, drug addiction, or alcoholism, the claimant must be participating in an appropriate treatment program. In the case of mental or nervous disorders, the treatment must be under the active supervision of a medical doctor or a psychiatrist if available and/or appropriate. For drug addition or alcoholism, appropriate treatment refers to treatment of the addiction in a reasonable and customary manner.

(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 (25) percent of the employee's earnings from such rehabilitative employment. In the event that income from rehabilitative employment and the benefit paid under this plan exceed eighty-five (85) percent 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 (85) percent 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 the employee's doctor and the Employer, then the regular monthly benefit from the plan will be reduced by one hundred (100) percent of such earnings.

(2) In the event that an employee has been classified as totally disabled for all occupations and engages in approved rehabilitative employment, the provisions of (1) above apply except that the rehabilitative employment may continue for twenty-four (24) months from the date the 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 2.2(a), the provisions of Section 2.3(c)(1) shall not apply until the employee is receiving a benefit under Section 2.2(b).

### 2.4 Exclusion 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 their regular occupation;

(c) Intentionally self-inflicted injuries or illness;

- (d) Convicted for committing a criminal offence;
- (e) A disability known to the Employer and which was specifically taken into account by the Employer at the time of hiring.

## 2.5 Pre-existing Conditions

An employee shall not be entitled to Long Term Disability benefits from this plan if their total disability resulted from an accident or sickness with respect to which medical treatment, services or supplies were received in the ninety (90) day period prior to the date of hire unless the employee has completed twelve (12) consecutive months of service after the date of hire during which time the employee has not been absent from work due to the aforementioned accident or sickness with respect to which medical treatment, services or supplies were received. This Section does not apply to present employees who have been continuously employed since April 1, 1977.

## 2.6 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 them to be eligible to receive benefits from this plan, the benefits from this plan will be reduced by one hundred (100) percent of such other disability income.

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

- (a) Any amount payable under any 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 they would be entitled if their 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 increase in such other disability income resulting from increases in the Canadian Consumer Price Index or similar indexing arrangements will not further reduce the benefits from this plan.

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

- (1) one hundred (100) percent of basic pay; or
- (2) 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 their total monthly income.

This Section does not apply to a war disability pension paid under any Act of the Governments of Canada or other Commonwealth countries.

## 2.7 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 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 [the employee](#) 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. If the period during which the employee returned to work is one (1) month or less, 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.

## 2.8 Cessation of Plan Coverage and Leaves of Absence

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 [their](#) 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. 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 if the leave is for educational purposes when 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, benefits under this Plan will be based upon monthly earnings immediately prior to the current leave of absence.

## 2.9 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.

**2.10 Contributions**

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

**2.11 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.

**2.12 Claims**

Long Term Disability claims will be adjudicated and paid by a claims-paying agent 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 **their** claim reviewed 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 Employer.

Written notice of an appeal must be submitted within three (3) months from the date the claims-paying agent rejected the claim. The expenses incurred by the claims review committee will be paid by the Plan. Where an employee has disputed the decision of the claims-paying agent 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 **they are** 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.

**2.13 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.

**2.14 Canadian Currency**

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

**2.15 Administration**

The Employer will be the administrator of the Plan. All questions arising as to the interpretation of this Plan shall be subject to the grievance and arbitration procedures in Articles 8 and 9 of the Collective Agreement.

**2.16 Implementation by Regulation**

The provisions of this Plan shall become part of a Memorandum of Agreement between the parties and will be implemented by regulation.

**Part 3 - Claims Review CommitteePart 3 - Claims Review CommitteePart 3 - Claims Review Committee**

**TERMS OF REFERENCE**

1. The LTD Claims Review Committee shall be composed of three doctors, licensed to practice medicine in British Columbia by the College of Physicians and Surgeons of B.C., one designated by the employee, one designated by the Employer and the third (the Chairperson) to be mutually agreed upon and designated by the first two doctors.
2. It is important that the Committee be established and perform its functions as quickly as possible. Accordingly, the doctor designated by the Employer will contact the doctor designated by the employee to co-ordinate the designation of the Chairperson. All doctors must agree upon their appointment to make themselves reasonably available to perform the functions of the Committee.
3. The members of the Committee shall either jointly or at the discretion of the Chairperson, establish the medical procedure and any tests required in order to come to a conclusion. The Committee may determine the process for examination of the employee based on the review of the reports provided to them from the claims paying agent. Members of the Committee will carry out such examinations as they deem necessary and all information from medical procedures or tests shall be made available to all members of the Committee.
4. Date, time and location of the meetings of the Committee shall be with the concurrence of all members of the Committee.
5. Each member of the Committee shall be provided with all medical reports, and vocational reports if applicable, held by the claims paying agent prior to the date of the Committee's first meeting.
6. The Committee shall determine whether or not the employee is disabled in accordance with the definition of disability contained in the Collective Agreement (a copy of the appropriate section is attached).
7. Findings shall be based on a majority decision and shall be in writing signed by all members and forwarded to the Manager of Human Resources who will forward a copy of the report to the Union.

**Part 4 - Joint CommitteePart 4 - Joint CommitteePart 4 - Joint Committee**

The Joint Committee established under Article 28 shall consider and make recommendations to the bargaining principals on all matter related to the effective administration of the Short Term Illness and Injury and Long Term Disability Plans and to consider and make recommendations to the bargaining principals on any questions which may arise related to interpretation or application of the wording of Appendix 1. The Committee shall consider and report back on all matters related to the plans which may be referred to it jointly by the bargaining principals.

## APPENDIX 2

Instructor Salary Scale

<u>Step</u>	<u>Current Scale</u>	<u>April 1, 2000</u>
<u>BFA Step 1</u>	<u>63,400</u>	<u>65,200</u>
<u>BFA Step 2</u>	<u>61,900</u>	<u>63,173</u>
<u>BFA Step 3</u>	<u>60,400</u>	<u>61,360</u>
<u>BFA Step 4</u>	<u>58,900</u>	<u>59,599</u>
<u>BFA Step 5</u>	<u>57,400</u>	<u>57,889</u>
<u>BFA Step 6</u>	<u>55,900</u>	<u>56,227</u>
<u>BFA Step 7</u>	<u>54,400</u>	<u>54,614</u>
<u>BFA Step 8</u>	<u>52,900</u>	<u>53,046</u>
<u>BFA Step 9</u>	<u>51,400</u>	<u>51,524</u>
<u>BFA Step 10</u>	<u>49,900</u>	<u>50,045</u>
<u>BFA Step 11</u>	<u>48,400</u>	<u>48,609</u>
<u>BFA Step 12</u>	<u>46,900</u>	<u>47,214</u>
<u>BFA Step 13</u>	<u>45,400</u>	<u>45,859</u>
<u>BFA Step 14</u>	<u>43,900</u>	

**APPENDIX 3 APPENDIX 3 APPENDIX 3**  
**BOARD AND LODGING AND RELOCATION REGULATIONS**  
**Part 1 - Board and Lodging Regulations**

### 1.1 Definitions

For the purposes of these regulations:

**"stationary employees"** are employees who occupy positions that require them to:

- (a) carry out their duties on a day-to-day basis at their headquarters; and/or
- (b) travel from their headquarters for short periods of time.
- (c) travel from their headquarters more or less on a continuous basis, but whose assignments are of sufficiently short duration so that temporary headquarters cannot be practically assigned.

**"mobile employees"** are those that occupy positions requiring assignment to a "temporary" headquarters for a significant period of time for each specific project and who are required to carry out their duties on a day-to-day basis from their assigned temporary headquarters; these employees are usually required to change their temporary headquarters on a continual basis and would not be domiciled at a permanent headquarters;

**"travel status"** with respect to an employee means absence of the employee from their designated headquarters or geographic location on College business with the approval of the Employer, but travel status does not apply to employees temporarily assigned to a position outside of their designated headquarters.

**"headquarters or geographic location"** is that area within a radius of thirty-two (32) kilometres of where an employee ordinarily performs their duties. When employees are required by the Employer to relocate, the headquarters area may be redefined where exceptional circumstances such as unusual road conditions exist.

**"local hire"** is a person who is hired or is domiciled within eighty (80) kilometres of the job site by means of the shortest road route;

**"dependent"** are spouse, dependent children, and anyone for whom the employee claims exemption on Federal Income Tax returns.

**"private dwelling house"** refers to the single family residence of the employee on a reasonable amount of property required to support such a house, owned by the employee and/or the spouse, and for which evidence of title can be provided. "House", "residence" and "property" refer solely to the property occupied as the principal residence of the employee at the time of relocation, including mobile homes;

**"reasonable amount of property"** where an employee elects to purchase a dwelling house on a piece of property that would not be considered a "reasonable amount" (i.e., hobby farm, etc.) the following formula shall be used to determine the value of the private dwelling house for legal fee reimbursement purposes:

- (a) value of an average serviced lot in or close to the nearest town;
- (b) assessed value of actual house on site;
- (c) total added value in (a) and (b)

## 1.2 Board and Lodging Allowance

(a) *Local Hire* - No board and lodging will be supplied or living allowance paid to persons hired locally for a project. Should such a person be transferred to another project where the distance involved requires the person to reside away from their original point of domicile, then board and lodging allowances will apply.

(b) *Employees at Their Headquarters* - No board and lodging will be supplied, or living allowance or meals and/or accommodation paid to employees while at their permanent place of residence or to "stationary" employees while at their permanent headquarters, except as specifically authorized by this Agreement.

(c) *Travel Status* - The following classes of employees, under the stated conditions, shall be entitled to the current meal allowances and accommodation reimbursement or the current private accommodation allowance in lieu of accommodation reimbursement:

(1) "stationary" employees who are required to travel away from their permanent headquarters up to a maximum of sixty (60) days at one location on a continuous basis;

(2) "mobile" employees who are required to travel away from their temporary headquarters, or who are moving from one assigned temporary headquarters to another, and for a period up to thirty (30) days at the beginning of each assignment to enable them to arrange suitable longer term accommodation;

(3) notwithstanding any provisions contained in Section 1.2(c)(1), or (2), travel status will not apply where the Employer provides for or supplies free board and lodging.

## PART 2 - RELOCATION REGULATIONS

### 2.1 Policy

(a) Relocation expenses will apply to employees who are required by the Employer to move from one headquarters or geographic location to another to fill a position which is permanently located at another headquarters or geographic location.

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

### 2.2 Travel Expenses on Relocation

(a) *Initial Trip to Seek New Accommodation*

The Employer shall grant, with no loss of base pay, prior to relocation, at a time mutually agreeable to the Employer and the employee, up to five (5) days plus reasonable travel time, to an employee being relocated and shall reimburse the employee for travel expenses for the employee and their spouse in accordance with the current regulations.

Any time beyond specified time may be charged against the employee's vacation/annual leave 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 Expense Moving to New Location*

The Employer shall reimburse the employee for travel expenses incurred during the relocation for the employee and dependants, for the actual travel time, plus accommodation and meals up to seven (7) days at the new location, where the employee is unable to move into their new accommodation; such expense allowances to be in accordance with current regulations.

Meals:       Adults - full rate  
              Children 12 and under - one-half (½) rate.

Motel or Hotel - on production of receipts. Private lodging at old or new location at current rate.

(c) Where dependants of an employee relocate at a time different from the employee, the Employer shall reimburse the employee for their dependants' travel expenses, meals and accommodation incurred while travelling to the new headquarters area. In such cases where the employee remains eligible for benefits pursuant to Section 2.3, the employee will be reimbursed for their dependants' meals at the new location for a period of up to seven (7) days. The above allowances will be in accordance with the current regulations.

### 2.3 Living Expenses Upon Relocation at New Location

After the first seven (7) days have 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 not accompanied by dependants at the new location, a living allowance of ten (10) dollars per day up to a maximum of thirty (30) days; or

(b) The Employer shall pay an employee accompanied by dependants at the new location, a living allowance of thirteen (13) dollars and fifty (50) cents per day up to a maximum of sixty (60) days.

(c) Where the employee is receiving payment in Section 2.3(a) above and is later joined by their dependants at the new location and the employee is still eligible for payment under this section, the payment shall be as in Section 2.3(b) above. However, the maximum period of payment under Sections 2.3(a) and (b) shall not exceed sixty (60) days.

### 2.4 Moving of Household Effects and Chattels

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

(a) Moving of household effects and chattels up to eight thousand one hundred sixty-five (8,165) kilograms including item(s) which the contracted mover will accept as part of a load which includes household appliances and furniture, hobbies, boats, outboard motors, and pianos.

(b) Comprehensive insurance to adequately protect the employee's household effects and chattels during the move up to a maximum of twenty-five thousand (25,000) dollars.

(c) Where necessary, insured storage, up to two (2) months, upon production of receipts.

(d) The packing and unpacking of the employee's household effects and chattels.

(e) When an employee is being relocated and opts to move their own household effects and chattels, the employee shall receive one of the following allowances:

(1) Two hundred fifty (250) dollars for a move not exceeding a distance of two hundred forty (240) kilometres;

(2) Five hundred (500) dollars for a move which exceeds a distance of two hundred forty (240) kilometres;

(3) One hundred (100) dollars where the employee is entitled to receive the amount pursuant to Section 2.8(d).

(f) Where the employee exercises an option pursuant to Section 2.4(e) above, the provisions of Sections 2.4(a) and (d) above shall not apply.

## **2.5 Moving of Mobile Homes**

Where an employee on relocation owns and is living in a mobile home, the Employer shall arrange and pay for the following:

(c) Moving of single wide mobile trailer or home up to the maximum width allowed on the highway with a permit, including any skirting, cabanas or attachments. Where mobile homes in excess of the above are involved the Employer will pay:

(1) the equivalent cost of moving a single wide mobile trailer or home up to a maximum width allowed on highway with a permit; or

(2) the real estate and legal fees involved in selling the extra wide trailer up to a maximum of three thousand five hundred (3,500) dollars.

(d) Comprehensive insurance to adequately protect the employee's household effects, chattels and trailer during the move up to a maximum of twenty-five (25,000) dollars.

(e) The setting up and levelling of a mobile home or double-wide at the new location to a maximum of five hundred (500) dollars, upon production of receipts.

(f) The packing and unpacking of the employee's household effects and chattels, if required.

Where an employee opts under this section to have a mobile home moved, there shall be no entitlement to the provisions of Sections 2.4 and 2.12.

## **2.6 Moving of Personal Vehicles Upon Relocation**

The Employer shall reimburse the employee for the costs of transporting one (1) personal vehicle and one (1) trailer towed by the personal vehicle. The vehicle and trailer, where applicable, may be driven in which case current vehicle allowance rates for the vehicle only will apply, or, vehicle and trailer, where applicable, may be shipped by rail or boat, in which case the cost of the least expensive method will be paid. In addition, the Employer will pay for any additional transportation charges, such as ferry fares, for the vehicle and trailer with or without load.

## **2.7 Incidental Expenses on Relocation**

The Employer shall pay the employee upon relocation only one of the following amounts to cover incidental expenses on relocation, and once the employee has claimed one allowance, no alternate further claim may be made.

(a) When an employee purchases a private dwelling house in the new location -- four hundred (400) dollars.

(b) When the employee is moving to rental accommodation in the new location -- one hundred fifty (150) dollars.

- (c) When the employee is moving with a mobile home - one hundred (100) dollars.
- (d) When the employee is moving to room and board - fifty (50) dollars.

The application for incidental expenses on relocation 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 applications must be made within sixty (60) days of suitable housing becoming available.

## 2.8 Notice to Employee Upon Relocation

It is understood and agreed that the Employer will provide the employee with reasonable notice of the relocation effective date and, wherever possible, at least one (1) month's notice shall be given. Where less than one (1) month's notice is given or the relocation date is altered either earlier or later than the relocation 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.

## 2.9 Requested Relocation by Employee

Where an employee requests a relocation from one headquarters or geographic location to another, all expenses incurred in such a move are the responsibility of the employee.

## 2.10 Real Estate and Legal Fees

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

- (a) Reimbursement of fees to a maximum of four thousand (4,000) dollars charged by a real estate agency for the selling of the employee's private dwelling home in which **they** resided immediately prior to relocation.
- (b) An employee who has sold **their** own home without the aid of a realtor shall be entitled to claim five hundred (500) dollars.
- (c) Allowance for legal fees encumbered upon the employee because of the purchase of **their** private dwelling home in which **they** live after relocation will be paid in accordance with the following:
  - One (1) percent of the first forty thousand (40,000) dollars of the purchase price;
  - One-half (½) of one (1) percent of any amount of the purchase price above forty thousand (40,000) dollars;
  - The total cost to the Employer under part (c) shall not exceed eight hundred (800) dollars.
- (d) Where an employee purchases a reasonable amount of property, secures a joint mortgage (land and private dwelling) and begins construction within six (6) months of relocation (i.e., foundation poured), **the employee** shall be entitled to reimbursement of legal fees not to exceed the amount specified in Section 2.10(c) above. In these circumstances, the reimbursement shall be for one transaction only.
- (e) The employee may only claim legal fee reimbursement in either Sections 2.10(c) or (d) above, not both.

**LETTER OF INTENT #1 LETTER OF INTENT #1 LETTER OF INTENT #1**

Northwest Community College will advertise in each region on a yearly basis to develop and maintain a list of qualified substitutes available on short term notice.

Dated this 20th day of January 20, 1992

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BCGEU

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Northwest Community College

**LETTER OF INTENT #2LETTER OF INTENT #2LETTER OF INTENT #2**

The parties agree that should operational requirements, facility constraints or safety requirements be a factor when considering class size under Article 32, the Centre Director or designate will consult with the instructor regarding the class size as appropriate.

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BCGEU

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Northwest Community College

**LETTER OF INTENT #3LETTER OF INTENT #3LETTER OF INTENT #3**

The parties agree that for part-time and short term instructors, the hourly calculation for wages and overtime will remain in effect until it is amended by mutual agreement.

Dated this 17th day of February, 1992

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BCGEU

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Northwest Community College

**MEMORANDUM OF AGREEMENT  
MEMORANDUM OF AGREEMENT  
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AGREEMENT  
between the  
B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION  
and  
NORTHWEST COMMUNITY COLLEGE**

**Re: Incumbents as of this date, namely:**

E. Snyder            Coordinator, A.S.E.

shall maintain rates of pay in accordance with the instructional scale and vacation as currently entitled.

Should an instructional vacancy occur within their area of expertise, such an instructional vacancy will be offered to these named people initially. In the event that the instructional vacancy is in Terrace and is declined, that person shall revert to non-instructional status for all purposes.

Dated this 18th day of January, 1990 (Original)  
Dated this 3rd day of April, 1992 (Revision deletes A. Birkedal)  
Dated this 7th day of December, 1994 (Revision deletes E. Maikepar)  
Dated this 1st day of July, 1999 (Revision deletes P. Haigh)

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BCGEU

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Northwest Community College

**MEMORANDUM OF AGREEMENT**  
**MEMORANDUM OF AGREEMENT**  
**MEMORANDUM OF**  
**AGREEMENT**  
**between the**  
**B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION**  
**and**  
**NORTHWEST COMMUNITY COLLEGE**

**RE: Career and College Prep / Instructional Workloads**

**Definitions:**

These definitions will be used only in the determination of workload for instructors in the NWCC Career and College Prep Program.

**Type 1: Instructor-led**

Weekly student contact hours: 20

Generally, a scheduled, semester-based course with a single intake of students and fixed intake and completion dates. Instruction requires preparation time in advance of the class time. Students will be taking the same course-work. Instruction will be primarily lecture, instructor-organized group work and laboratory activities. All students will take assignments and tests at the same time.

**Type 2: Individualized**

Weekly student contact hours: 25

Generally, individualized instruction with some students working at different rates, with no fixed intake and with no completion dates. The classroom will generally have students working on courses in a variety of disciplines and/or a variety of levels in the same discipline. Instruction generally does not require preparation time. Instruction is generally individualized tutoring or small group work. Assignment and test dates may vary.

**Type 3: Mixed**

Weekly student contact hours determined by formula below.

3(a) The instructor provides a mixture of instructor-led and individualized work. The classroom may have students working on courses in a variety of disciplines and/or a variety of levels in the same discipline. There may or may not be a fixed intake and exit dates.

3(b) The instructor has a mixed workload that includes one or more instructor-led courses as well as individualized instruction for other courses.

**Formula for Type 3 Workloads**

For Type 3 workloads, the number of instructor-led hours in the mixed classroom will first be determined in consultation with faculty, the Program Coordinator, and the Regional Director/Centre Manager.

Where  $N$  is the number of **instructor-led** hours taught per week.

$$N + 25(1 - \frac{N}{25}) = \text{number of hours per week of student contact time.}$$

20

Faculty on less than a full-time workload will have their workload determined on a pro rata basis.

For **part-time, mixed workloads**, the following formula will be used:

Where  $N$  is the number of instructor-led hours taught per week,  
and where  $F$  is the percentage of a full-time workload.

$$N + \frac{25F(1 - N)}{20F} = \text{number of hours per week of student contact time.}$$

#### Effective Dates and Review

This Memorandum of Agreement will be in effect for the 1999/2000 academic year. It will be reviewed by February 28, 2000 by the parties to determine its effect on student completion rates and financial costs. The parties will also conduct a comparison of workloads between CCP Instructor-led classes and other BCGEU classes that are instructor-led and are based on an 18-hour student contact week.

Subject to this review, the parties may continue with the identified class contact hours as per this memorandum or amend the class contact hours by mutual agreement.

Dated this 27<sup>th</sup> day of May, 1999.

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BCGEU

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Northwest Community College

**LETTER OF UNDERSTANDING LETTER OF UNDERSTANDING LETTER OF UNDERSTANDING**

between the  
B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION  
and the  
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2409  
and the  
NORTHWEST COMMUNITY COLLEGE

At the present time CUPE Local 2409 have a number of Section 34 applications filed with the Industrial Relations Council and have also a grievance at the arbitration stage pertaining to the Forestry Technologist.

The College has filed a number of requests to the Industrial Relations Council under Section 34 and it has filed its position pertaining to the arbitration for Forestry Technologist.

The BCGEU has filed expressions of opinion to the Labour Relations Board pertaining to the various Section 34 filings and have also submitted an expression of opinion regarding the arbitration pertaining to the Forestry Technologist.

The three parties now wish to resolve the outstanding issues by mutual agreement and agree to the following:

1. All submissions filed with the Labour Relations Board and/or the Industrial Relations Council by Northwest Community College and/or CUPE, Local 2409, are to be withdrawn.
2. The arbitration regarding Forestry Technologist be withdrawn by CUPE, Local 2409.
3. The parties agree that all instructors in the Social Service Worker and Early Childhood Education Programs will remain within the bargaining unit of CUPE, Local 2409.
4. The parties agree that all other Career Program Instructors in which the instructors were placed within the BCGEU bargaining unit, will remain within that bargaining unit.
5. The parties agree that when and if new career programs are commenced by the College, the bargaining unit to which the instructors will be assigned will be determined by unanimous agreement of a three-person committee comprising a representative of each of the three parties, or failing this; by the matter being referred to binding arbitration under named arbitrator, Mr. D. Munroe.
6. The arbitration will be held under the arbitration process and all parties will be entitled to make submissions and lead evidence.
7. The parties agree that the cost of arbitration will be split fifty (50) percent to the dissenting party in Point 5 above and fifty (50) percent between the other two parties.
8. This Letter of Understanding shall form part of the collective agreements between the parties.

**SIGNED ON BEHALF OF THE COLLEGE**  
**BY:                   LOC. 2409 BY:**

**SIGNED ON BEHALF OF CUPE,**

G. Harris

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

John T. Shields  
W. Mikaloff  
D.K. Torgalson

Dated this **21st** day of **March, 1988.**  
Revised this 7th day of December, 1994

LETTER OF AGREEMENT LETTER OF AGREEMENT LETTER OF AGREEMENT  
between  
NORTHWEST COMMUNITY COLLEGE  
and  
B. C. GOVERNMENT AND SERVICE EMPLOYEES' UNION

Effective September 1, 1992, the parties agree to the following terms and conditions with respect to substitute instructors:

Definition: Substitute Instructors - employees who are hired to substitute for a regular instructor on an occasional and infrequent basis such as one day of sickness.

- 1. Substitute instructors will be entitled to receive a rate of twenty-five (\$25.00) dollars per class contact hour. Effective April 1, 2000, substitute instructors will be entitled to receive a rate of twenty-seven dollars and thirty cents (\$27.30) per class contract hour.
- 2. Substitute instructors will not be covered by Article 30 unless they work more than eighteen (18) class contact hours.
- 3. Substitute instructors who work more than eighteen (18) class contact hours will become auxiliary employees.
- 4. A list of substitute instructors will be maintained by each College region.

Deleted: ¶

Dated this 3rd day of April, 1992

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BCGEU

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Northwest Community College

**LETTER OF AGREEMENT LETTER OF AGREEMENT LETTER OF AGREEMENT**  
between  
NORTHWEST COMMUNITY COLLEGE  
and  
B. C. GOVERNMENT AND SERVICE EMPLOYEES' UNION

Effective September 1, 1992, the parties agree that the following formula will be used to calculate salary for part-time instructors:

$$\frac{\text{number of class contact hours for the appointment}}{\text{annual class contact hours for the program}} \times .75 \times 261 \times \text{appropriate daily rate}^*$$

.75 is determined by factoring out vacation, statutory holidays, and non-instructional days, thus deducting 65 from 261 working days per year yielding a pro rata annual salary factor of  $195 \div 261 = .75$  for part-time instructors.

Part-time instructors will be placed on salary scale using the same criteria as regular instructors.

\* Daily rate is equal to the bi-weekly rate divided by ten (10) days.

Dated this 3rd day of April, 1992 (Original)

Dated this 7th day of December, 1994 (Revision to correct formula - remove monthly)

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BCGEU

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Northwest Community College

**LETTER OF AGREEMENT LETTER OF AGREEMENT LETTER OF AGREEMENT  
between the  
B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION  
and the  
NORTHWEST COMMUNITY COLLEGE**

**DEGREE GRANTING OPPORTUNITIES IN NORTHERN B.C.**

The parties recognize that the post-secondary educational opportunities in the area served by Northwest Community College are best enhanced by a co-operative, integrated plan developed through the structures which allow those institutions and agencies and workers who deliver and support the delivery of programmes to be involved in a consultative process as equal partners.

In order to enhance this partnership, the Employer and the Union have agreed to share information regarding the cooperative educational efforts between the College and other institutions.

Northwest Community College agrees not to contract out any work presently performed by employees covered by this Agreement which would result in the layoff off of such employees as a result of its relationship with any other educational institution.

Dated this 20th day of December, 1993

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BCGEU

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Northwest Community College

**LETTER OF AGREEMENT LETTER OF AGREEMENT LETTER OF AGREEMENT  
between  
NORTHWEST COMMUNITY COLLEGE  
and  
B. C. GOVERNMENT AND SERVICE EMPLOYEES' UNION**

**DAY CARE**

One seat on the Advisory Committee for the Terrace Daycare to be appointed by the B.C. Government and Service Employees' Union. Preferential registration for employees after students and before general public. The Advisory Committee will make recommendations on registration procedures and time lines and feasibility of guaranteed seats for College employees.

Dated this 7th day of December, 1994

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BCGEU

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Northwest Community College

**LETTER OF UNDERSTANDING LETTER OF UNDERSTANDING LETTER OF UNDERSTANDING**

between  
NORTHWEST COMMUNITY COLLEGE  
and  
B.C.GOVERNMENT AND SERVICE EMPLOYEES UNION  
LOCAL 712

Re: Instructor Aides and Lab Technicians

Agree to move all instructor aides and lab technicians to the Instructional Bargaining Unit at a rate complimentary to their existing pay scale and benefits (at no increase in wages to the incumbents). By the end of the current agreement, the Negotiating Committee and the College will establish a pay scale that reflects their duties and responsibilities.

Dated this 1st day of November, 1996

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BCGEU

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Northwest Community College

LETTER OF AGREEMENT

BETWEEN:

NORTHWEST COMMUNITY COLLEGE

AND:

B.C. GOVERNMENT AND SERVICE EMPLOYEE'S UNION

The parties agree that the Multi-institutional Framework Agreement will be appended to and form part of the local Collective Agreement and shall remain in full force and effect for the life of the local Collective Agreement.

Dated this 1st day of November, 1996

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BCGEU

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Northwest Community College

**LETTER OF AGREEMENT LETTER OF AGREEMENT LETTER OF AGREEMENT**

between  
NORTHWEST COMMUNITY COLLEGE  
and  
B.C. GOVERNMENT AND SERVICE EMPLOYEES UNION  
INSTRUCTORS - LOCAL 712

Professional Development- Class Size

The parties agree that for the purposes of professional development for Northwest Community College employees, class size will be increased by two (2) to accommodate two (2) employee seats for professional development purposes, contingent upon physical space requirements and provided there is no additional cost to the College except where regulations and statutes prohibit increases in class size.

Dated this 28th day of April, 1997

Amended November 4, 1998

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BCGEU

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Northwest Community College

**MEMORANDUM OF AGREEMENT MEMORANDUM OF AGREEMENT MEMORANDUM OF AGREEMENT**

between

NORTHWEST COMMUNITY COLLEGE  
(the College)

and

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2409  
COLLEGE INSTITUTE EDUCATOR'S ASSOCIATION LOCAL 11  
(CUPE/C.I.E.A. Local 11)

and

B.C.GOVERNMENT AND SERVICE EMPLOYEES UNION  
INSTRUCTORS - LOCAL 712

Preamble

Currently both CUPE/C.I.E.A. Local 11 and the B.C.G.E.U. Local 712 have a number of sections 139 and 143 applications filed with the Labour Relations Board and a number of grievances at the arbitration stage pertaining to the bargaining unit assignment of the four (4) positions of Education and Career Support Specialists and the jurisdictional assignment of the Community Resource Worker Program.

The applications before the Labour Relations Board are presently being held in abeyance pending additional information from the parties and the arbitration process has not been formally commenced.

The three (3) parties have now mutually expressed an interest in finally and conclusively resolving all outstanding issues in a harmonious manner and, as such, agree to the following:

1. The applications filed with the Labour Relations Board are to be withdrawn by the filing party as being resolved.
2. All grievances are to be withdrawn by the grieving party as being resolved.
3. The College agrees to assign the positions of Education and Career Support Specialist to the bargaining unit represented by the B.C.G.E.U. Instructors Local 712.
4. CUPE/C.I.E.A. Local 11 agrees not to grieve or challenge this assignment.
5. With the integration of the Community Resource Worker and the Social Service Worker Programs to form part of the new Integrated Human Services Program now complete, the College agrees to assign the delivery of this new program to the bargaining unit represented by CUPE/C.I.E.A Local 11.
6. The B.C.G.E.U. Local 712 agrees not to grieve or challenge this assignment.

7. As a result of this assignment, the parties further agree that all instructors still instructing in and/or retaining rights of recall in the Community Resource Worker Program shall have the right of transferring with the program. Instructors transferred from one bargaining unit to another bargaining unit shall take with them the full seniority accrued up to and including the date of transfer. Subsequent to the date of transfer such seniority and/or remaining rights of recall shall be applied within the applicable terms of the Collective Agreement in force. All other terms and conditions of employment covered by the Collective Agreement in force shall be applied in a similar manner.

The terms and conditions of this memorandum shall not take effect until such time as all parties have affixed their signature thereto.

Signed on behalf of the College

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Dated this 14th day of May, 1997

Signed on behalf of the B.C.G.E.U. Local 712

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Dated this 3rd day of December, 1997

Signed on behalf of CUPE 2409/C.I.E.A. Local 11

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Dated this 14th day of May, 1997

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**LETTER OF AGREEMENT**  
**Between**  
**NORTHWEST COMMUNITY COLLEGE**  
**And**  
**B.C. GOVERNMENT AND SERVICE EMPLOYEES UNION**  
**INSTRUCTORS – LOCAL 712**

**Evaluation and Skill Development**

Northwest Community College values commitment to excellence in learning and teaching. In support of this commitment, instructor evaluations are intended to assist in the enhancement of employee performance, assist in goal setting, facilitate optimum communication and improve job satisfaction.

Performance evaluation is also intended to be supportive and proactive and is not intended to replace the on-going guidance and mentoring involved in day-to-day working relationships.

Upon employment, the appropriate Centre Manager will give the instructor information as to their duties including a written job description, the length of the probationary period, and information concerning the performance evaluation process described below.

Time of Evaluation

- (1) New Instructors will be formally evaluated:
- (i) during their probationary period; (ii) at the completion of the second year of appointment; Deleted: ¶  
 (iii) every three years subsequently.
- (2) Regular employees with existing continuing appointments shall be evaluated once every three years.
- (3) Notwithstanding the above time cycles, frequency of evaluation may vary:
- (i) at the instructor's request;  
 (ii) if the job duties have major changes in them;  
 (iii) if the instructor has a poor evaluation, an evaluation will occur again in the following year.

(b) Probationary Employees Evaluation

Probationary period is defined as a full academic year for the program or in the case of a term appointment, the equivalent of two full-time teaching semesters.

Any regular employee will be subject to the probationary/evaluation process.

**First Semester – support growth and mentoring oriented**

Step 1 The mentor is identified by the Centre Manager in consultation with the instructor. The identified mentor will possess provincial teaching certification or a Provincial Instructor's Diploma or combination of educational and instructional experience.

Step 2 Interim student evaluation within six (6) weeks of appointment. Designated mentors will be provided with release time to perform the duties of a mentor.

Step 3 Mentor meets with the instructor two weeks after student evaluation to discuss the results and schedule class observation time. At this time, the criteria for observation shall be established.

Step 4 Classroom observation takes place within three weeks of the student evaluation.

Step 5 Reflection and feedback takes place within one week of the classroom observation. Mentor and instructor meet to discuss the results of the observations within two weeks of the observation.

Step 6 Student report on teaching (SRT) at the end of the first semester.

Step 7 Feedback on SRT. Within one week of completion the Centre Manager will meet with the instructor to review SRT and discuss issues that need to be addressed. At this time the criteria for observation in the second semester will be established.

**Second Semester** - probationary evaluation will take place during the second semester of instruction. The purpose of probationary evaluation is to determine the employee's suitability to the position and will be undertaken by the employee's Centre Manager.

Step 1 Classroom observation by the Centre Manager within four weeks of the commencement of the semester. Where the Centre Manager is not qualified to evaluate instruction (possess provincial teaching certification or a Provincial Instructor's Diploma or combination of educational and instructional experience), the College in consultation with BCGEU will make other arrangements.

Step 2 Reflection and feedback. Within one week of the classroom observation, the Centre Manager and instructor will meet to develop an action plan relating to issues to improve and strategies for improvement.

Both parties will sign the action plan. The College will provide for any cost involved or release time to implement the action plan.

Step 3 Student report on teaching will take place before the end of the second semester.

Step 4 The Centre Manager will provide final feedback at the end of the second semester.

Step 5 Letter to the employee from personnel stating that they have successfully/ unsuccessfully completed their probationary period. There may be a probationary extension if mutually agreed upon by both parties and if the results of the probationary period are inconclusive regarding suitability.

#### **(c)Evaluation Procedure of Regular Instructors**

Step 1 Three (3) methods of evaluation will be used before the end of the second semester after successful completion of probation. The Instructor will be provided with the criteria for classroom observation.

peer appraisal (including classroom observation)

self appraisal

student appraisal

Step 2 The instructor will meet with the Centre Manager to review the results and if necessary develop an action plan. The College will provide for any cost involved or any release time to implement the action plan. Provisions shall be made on the employee evaluation form for the instructor's signature in one of two (2) places: one (1) indicating that the instructor has read and accepts the evaluation, and one (1) indicating that the instructor **has read and** disagrees with the evaluation. The instructor shall sign in one (1) of the places provided. No instructor may initiate a grievance regarding the contents of the evaluation unless the instructor has signed in the space indicating disagreement with the evaluation. An instructor shall receive a copy of the evaluation at the time of signing and a copy will be placed in the personnel file. An evaluation shall not be changed after an instructor has signed it, without the knowledge of the instructor, and any such unauthorized changes shall be subject to the grievance procedure of this Agreement.

In the event of an unsatisfactory evaluation, an evaluation is required one year later. If a year later, the instructor still has an unsatisfactory evaluation, the instructor will be placed on probation with a follow-up evaluation scheduled the following year. Should this evaluation be unsatisfactory, the employee may be terminated.

In the event of a perceived conflict between the Centre Manager and the instructor, the Union will arrange with the Employer to have another Centre Manager conduct the evaluation.

(d) Personnel File

Unsatisfactory evaluations will remain on file until there is a satisfactory evaluation at which time the unsatisfactory evaluation will be removed from the file.

(e) Confidentiality

None of the documentation and evaluation results shall be made available to persons other than the instructor, the Centre Manager/Regional Director, and the Director, Human Resources. Any staff member involved in the tabulation of results will sign an agreement of confidentiality.

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BCGEU

NWCC

Signed this 27<sup>th</sup> day of May, 1999

**LETTER OF AGREEMENT LETTER OF AGREEMENT LETTER OF AGREEMENT**

between  
NORTHWEST COMMUNITY COLLEGE  
and  
B.C. GOVERNMENT AND SERVICE EMPLOYEES UNION  
INSTRUCTORS - LOCAL 712

Preamble

Upon execution of the Memorandum of Agreement regarding the bargaining unit assignment of the four (4) positions of Education and Career Support Specialists and the jurisdictional assignment of the Community Resource Worker Program, the College and the B.C.G.E.U. Local 712 further agree on a without prejudice and precedent basis to the following:

1. All instructors transferring from the B.C.G.E.U. Local 712 Instructors bargaining unit to the CUPE/CIEA Local 11 shall retain their accumulative seniority within the B.C.G.E.U. bargaining unit for a period of twenty-four (24) months from the official date of transfer.
2. Retained seniority rights may be exercised in accordance with the Collective Agreement in effect but only for the purposes of job postings and or bumping in the event of lay-off.
3. This agreement shall expire twenty-four (24) months from the official date of an instructor's transfer or at the time he or she chooses to exercise his or her rights pursuant to item (2) above, whichever occurs first.

Signed on behalf of the College

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Dated this 12th day of March, 1998

Signed on behalf of the B.C.G.E.U. Local 712

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Dated this 12th day of March, 1998

Signed by Instructor

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Transferred this

LETTER OF AGREEMENT  
between  
NORTHWEST COMMUNITY COLLEGE  
and  
B.C. GOVERNMENT AND SERVICE EMPLOYEES UNION  
INSTRUCTORS - LOCAL 712

RE: Sub Committees

The Parties agree that the following sub committees will be formed to make recommendations back to the bargaining committee.

(a) Coordination

Recommendations concerning structural changes needed to facilitate the orderly introduction of the use of department heads and coordinators, release time issues and other imparts.

(b) Evaluation

Review current evaluation practice to assess effectiveness, ensure that the process is proactive, timely, relevant, informative and fair.

(c) Instructional Workload

Review and report with recommendations to address the inconsistencies within the bargaining unit as to the application of instructional contact hours within the hours of work language of the Collective Agreement.

Signed this 28th day of May, 1998

LETTER OF AGREEMENT  
between  
NORTHWEST COMMUNITY COLLEGE  
and  
B.C. GOVERNMENT AND SERVICE EMPLOYEES UNION  
INSTRUCTORS - LOCAL 712

RE: Job Security and Regularization – Common Agreement

The Parties agree to begin the process of regularizing non-regular employees with the intention of completing the process by April 1, 2000. A review of the process will be done by June 30, 2000.

The employer agrees to begin to convert current employees who meet the new criteria of regularization as per the Common Agreement.

As per Article 6.1.3(b)(1) of the Common Agreement, conversion of non-regular auxiliary employees to regular status is as follows:

entitlement to regularization after a period of time worked of at least two consecutive appointment years of work at a workload of fifty (50%) percent 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 (50%) percent or greater for an annualized workload in the next appointment year, or

entitlement to regularization after the employee has performed a workload of at least one hundred and twenty (120%) percent of an annualized workload over at least two (2) consecutive years and there is a reasonable expectation of an ongoing workload assignment for which the employee is qualified, of at least fifty (50%) percent on an annualized basis over the immediately subsequent appointment year.

Superior Provision

As per Article 13.1 and Article 13.2 of the Common Agreement, no employee shall suffer any reduction or loss of salary or benefit as a result of this realignment of employee status.

In the event of any disagreements in the implementation of this regularization process, referrals will be made to JADRAC under Article 6.1.5 of the Common Agreement for resolution.

Signed this 25th day of June, 1999

LETTER OF AGREEMENT  
between  
NORTHWEST COMMUNITY COLLEGE  
and  
B.C. GOVERNMENT AND SERVICE EMPLOYEES UNION  
INSTRUCTORS - LOCAL 712

RE: Office Administration Revision

The Parties agree that in the 1999/2000 academic year the College will review the delivery structure, the length of the program, and the faculty workloads with the possibility of program revisions as appropriate for implementation in the following year.

The College will provide release time to Terrie McAloney to complete the review work of the program.

Signed this 29th day of June, 1999

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BCGEU

Northwest Community College

LETTER OF AGREEMENT  
between  
NORTHWEST COMMUNITY COLLEGE  
and  
B.C. GOVERNMENT AND SERVICE EMPLOYEES UNION  
INSTRUCTORS - LOCAL 712

RE: Program Scheduling for Trades Programs, Terrace Campus, with the exception of Cook Training

The Parties agree that based on the Proposal for Adjusted Program Scheduling, the following will apply for the 1999/2000 academic year (September to June).

The following conditions will be applied only if there is mutual agreement by both parties:

Total class contact hours for the programs on an annual basis will be 1025 (based on 44 days annual leave).

Class contact hours will be scheduled on a flexible basis and may vary from week to week.

The workday will be limited to a maximum of nine (9) class contact hours per day.

The program will not exceed 37 weeks in the academic year.

Any class contact hours in excess of 1025 will be paid at overtime rates or taken as equivalent lieu time.

Both parties recognize this is a pilot initiative and during the 1999/2000 year there may be a need to re-open this Letter of Agreement.

Signed this 25th day of June, 1999

**SIGNED ON BEHALF OF THE B.C.  
GOVERNMENT AND SERVICE EMPLOYEES' UNION:**

**SIGNED ON BEHALF OF NORTHWEST  
COMMUNITY COLLEGE:**

\_\_\_\_\_  
George Heyman  
President

\_\_\_\_\_  
Margaret Brown, Chair  
Board of Governors

\_\_\_\_\_  
Elizabeth Snyder  
Chairperson

\_\_\_\_\_  
Michael Hill  
President

\_\_\_\_\_  
Jim Bathgate  
Member                      Director, Human Resources

\_\_\_\_\_  
Sheila McDonald

\_\_\_\_\_  
Nirmal Parmar              Peter Colebrook  
Member                      Director, Central Region

\_\_\_\_\_

\_\_\_\_\_  
Cathay Sousa  
Member

\_\_\_\_\_  
Shelley Anderson  
Staff Representative

Date: \_\_\_\_\_

**COLLECTIVE AGREEMENT**

**between the**

**NORTHWEST COMMUNITY COLLEGE**

**and the**

**B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION  
Representing Employees of Local 712  
Instructor Bargaining Unit**

**Effective April 1, 1998 to March 31, 2001**

Printed August 25, 1999

