

**COLLECTIVE AGREEMENT**

**between the**

**NEC NATIVE EDUCATION COLLEGE**

**and the**

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

**Effective from July 1, 2019 to June 30, 2021**

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**DEFINITIONS**

1. "*bargaining unit*" is the unit for collective bargaining for which the B.C. Government and Service Employees' Union (BCGEU) is certified by the Labour Relations Board.
2. "*Birth parent*" means an employee who is or was pregnant and who may or does give birth to a child from that pregnancy.
3. "*day*" means calendar day unless otherwise specified.
4. "*demotion*" means a change from an employee's position to one with a lower hourly rate or lower maximum salary level.
5. "*Domestic violence*" means:
  - (a) an act of abuse between an individual and a current or former intimate partner, between an individual and a child who resides with the individual, or between an individual and an adult who resides with the individual and who is related to the individual by blood, marriage, foster care or adoption, whether the abuse is physical, sexual, emotional or psychological, and may include an act of coercion, stalking, harassment or financial control, or
  - (b) a threat or attempt to do an act described in (a) above.
6. "*employee*" means a member of the bargaining unit and includes:
  - (a) "*regular employee*" meaning an employee who is appointed to a:
    - (1) continuous full-time position;
    - (2) continuous part-time position of 20-hours or more per week; or
    - (3) repeating fixed term positions (minimum 20-hours per week) having a term of at least eight months; and does not include:
      - (i) a casual employee; or
      - (ii) a person excluded pursuant to Clause 2.1 (Bargaining Unit Defined) of this agreement.

Note: Benefits, vacations and holidays for part-time regular employees will be paid on a pro rata basis, i.e., proportionate to their time worked; and will be in accordance with the terms of the policies with the carriers.

- (b) "*casual employee*" meaning an employee who is employed for:
  - (1) special projects;
  - (2) temporary positions created by the Employer of 12 months' duration or less. These positions of 20 hours or more per week may only be filled for consecutive terms totalling 24 months;
  - (3) replacement of employees on leave;
  - (4) part-time work of less than 20 hours per week; or
  - (5) positions as identified in Clause 26.1(c).

Temporary positions created by the Employer shall be reviewed by the Employer after 12 months in order to determine whether or not the position should be made permanent. The Employer shall report on the results of such reviews at a meeting of the Joint Labour/Management Committee.

7. "Employer" means NEC Native Education College (NEC).

8. "immediate family" includes parent (or alternatively stepparent or foster-parent), spouse, common-law spouse, spouse equivalent, child, stepchild, child of a spouse, brother, sister, parent-in-law, sibling-in-law, nibling (formerly "niece" or "nephew", auncler (formerly "aunt" or "uncle"), cousin, grandparent, grandchild, legal guardian, ward or foster child, former ward or foster child, relative permanently residing in the employee's household or with whom the employee permanently resides, and any person who lives with an employee as a member of the employee's family.

9. "Indigenous person" means a person who is one of the "Aboriginal peoples of Canada" (Indian, Inuit and Métis) as defined under Section 35(2) of the *Constitution Act of Canada 1982*. "Indian" includes status and non-status Indians.

10. "Intimate partner" includes a spouse, romantic partner, dating partner, sexual partner or an individual with whom one has a relationship similar to the relationships enumerated in this definition.

11. "layoff" includes a cessation of employment, or elimination of a job resulting from a decrease in the amount of work required to be done by the Employer, or reduction in hours that changes the employee's status, for reasons including decreased student enrolment, program redundancy or program elimination, reduction or change, a change in the organizational structure at NEC, or the amount of available operating funds as determined by the Employer.

12. "Parent" includes without limitation legal parent, biological parent, adoptive parent, and legally married spouse or common-law partner of a parent, regardless of sex, sexual orientation or gender identity or expression.

13. "pay period" means a period of 14 consecutive days.

14. "payroll record" means a record required under Section 28 of the *Employment Standards Act* kept by NEC.

15. "promotion" means a change from an employee's position to one with a higher maximum salary level.

16. "regular wage" means:

- (1) if an employee is paid by the hour, the hourly wage,
- (2) if an employee is paid on a flat rate, piece rate, commission or other incentive basis, the employee's wages in a pay period divided by the employee's total hours of work during that pay period,
- (3) if an employee is paid a weekly wage, the weekly wage divided by the lesser of the employee's normal or average weekly hours of work,
- (4) if an employee is paid a monthly wage, the monthly wage multiplied by 12 and divided by the product of 52 times the lesser of the employee's normal or average weekly hours of work, and
- (5) if an employee is paid a yearly wage, the yearly wage divided by the product of 52 times the lesser of the employee's normal or average weekly hours of work.

17. "*resignation*" means a voluntary notice by the employee that they are terminating their service with NEC on the date specified.
18. "*Sexual violence*" means any conduct of a sexual nature or act targeting an individual's sexuality, gender identity or gender expression that is committed, threatened or attempted against an individual without the individual's consent and includes sexual assault, sexual harassment, stalking, indecent exposure, voyeurism, sexual exploitation and sexual solicitation, and may include an act that occurs online or in the context of domestic or intimate partner relationships.
19. "*termination*" means cessation of employment with NEC.
20. "*travel status*" means travel by an employee on NEC business, where authorization for such travel has been requested in advance on the appropriate form, and approved by NEC.
21. "*union*" means the B.C. Government and Service Employees' Union (BCGEU).
22. "*wages*" include:
  - (1) money paid or payable by NEC to an employee for work,
  - (2) money paid or payable by NEC to an employee for severance in lieu of notice of termination, or
  - (3) money required under a contract of employment to be paid, for an employee's benefit, to a fund, insurer or other person.
23. "*week*" means a period of seven consecutive days beginning,
  - (1) for the purpose of calculating overtime, on Sunday; and
  - (2) or any other purpose, on any day.
24. "*workday*" means the 24-hour period beginning at the start of an employee's shift.
25. "*school year*" means the period from September 1<sup>st</sup> to August 31<sup>st</sup>.

## **ARTICLE 1 - PREAMBLE**

### **1.1 Purpose of Agreement**

- (a) The purpose of this agreement is to establish and maintain orderly collective bargaining procedures between the Employer and the Union; set forth terms and conditions of employment affecting employees covered by this agreement; and establish processes to assist the parties in maintaining respectful working relationships and to resolve disagreements in an orderly fashion.
- (b) The parties to this agreement share a desire to improve the quality of the educational service provided at NEC, and are therefore 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 Legislation**

If 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 this agreement, and the parties will negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.

### 1.3 Conflict with Policies

In the event of a conflict between the contents of this agreement and any policies made by the Employer, the terms of this agreement will prevail.

### 1.4 Gender and Singular Terms

- (a) The words "*employee*" or "*employees*" are used throughout this agreement for convenience only and the same shall be construed as meaning and including employees regardless of their sex and gender identity or expression.
- (b) Wherever the singular is used in the collective agreement, the same shall be construed as meaning the plural if the context requires unless otherwise specifically stated.

### 1.5 Human Rights Code

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

### 1.6 Employment Guidelines

NEC will meet the requirements of the BC *Human Rights Code* to ensure that everyone is equal in employment rights regardless of race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression or age of that person or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person, or that group or class of persons.

Notwithstanding the above, NEC reserves the right to utilize, at its discretion in appropriate circumstances, the exemption contained in Section 41 of the BC *Human Rights Code* which allows NEC, operating as a non-profit educational facility, the ability to grant a preference of employment to Indigenous people.

## ARTICLE 2 - UNION RECOGNITION AND RIGHTS

### 2.1 Bargaining Unit Defined

The bargaining unit shall comprise all employees of NEC, except those employees in positions mutually agreed to between the parties as excluded as set out in Letter of Understanding #1 (Exclusions) and those excluded by the *Labour Relations Code* of BC.

### 2.2 Bargaining Unit Recognized

The Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees to whom the certification was issued by the Labour Relations Board on June 29, 2006 and varied on May 8, 2009.

### 2.3 Correspondence

All correspondence between the Employer and the Union related to matters covered in this agreement shall be sent by the Employer to the President of the Union or their designate, with a copy to the Chairperson of the bargaining unit. A copy of any correspondence between the Employer or Employer's official and any employee in the bargaining unit covered by this agreement, pertaining to the interpretation or application of any clause in this agreement as it applies to that employee's employment,

shall be forwarded by the Employer 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 representative, which may conflict with the terms of this agreement.

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

There shall be no discrimination, interference, restriction, or coercion exercised or practised by the Employer with respect to any employee for reason of union membership or legitimate and lawful union activity.

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

The Employer recognizes the Union's right to select stewards to represent employees. The Union will provide the Employer with a list of the employees designated as stewards. Stewards shall obtain the permission of their immediate supervisor before leaving their work to perform their duties as a steward. Such permission shall not be unreasonably withheld. On resuming normal duties, stewards shall notify their supervisors. The duties of stewards shall include but are not restricted to:

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

Stewards must not abuse the rights given by this clause.

#### **2.7 Bulletin Boards**

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

#### **2.8 Union Insignia**

- (a) A union member shall have the right to wear or display the recognized insignia of the Union.
- (b) The Union will supply union shop cards for each of the Employer's places of operation covered by this agreement, to be displayed at the entrance to each building; such shop cards remain the property of the Union, and shall be surrendered upon demand by the Union.
- (c) The recognized insignia of the Union will include the designation "BCGEU". This designation may be placed on documents prepared by a member of the Union. This designation shall be placed below the signatory initials in word-processed correspondence.

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

- (a) All employees covered by this agreement shall have the right to refuse to cross a picket line arising out of a strike as defined in the relevant labour legislation.
- (b) No employee shall be required to cross, or suffer loss of pay for failure to cross, a picket line where the employee is apprehensive for their personal safety.
- (c) 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.
- (d) Employees should not expect to receive pay for work not performed, statutory holiday pay or vacation pay as a result of observance of picket lines. Health and welfare benefits will be continued, and the Union will pay the costs normally paid by the Employer.

**2.10 Time Off for Union Business****(a) Without Pay**

Time off 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 premises of employment;
- (3) for employees who are representatives of the Union on a bargaining committee to attend meetings of the Bargaining Committee;
- (4) to three employees who are representatives on the Bargaining Committee to leave their employment to carry on negotiations with the Employer; and
- (5) to up to two additional employees to assist the Bargaining Committee with technical information and advice only during the period of negotiations, and on an irregular basis.

**(b) With Pay**

Time off with pay and without loss of seniority or benefits will be granted:

- (1) to stewards to perform their duties pursuant to Clause 2.6 (Recognition and Rights of Stewards); and
  - (2) to employees called to appear as witnesses before an arbitrator.
- (c) Employees granted time off pursuant to this clause shall receive their current rate of pay while on time off with pay. Time off granted under this article shall include sufficient travel time. The granting of any of the above time off shall be subject to bona fide operational requirements and shall not be unreasonably withheld. To facilitate the administration of paragraph (a) of this clause, when time off without pay is granted, the time off shall be given with pay and the Union shall reimburse the Employer the appropriate salary and benefit costs, including travel time.

**2.11 Local Union Meetings**

- (a) Employees may attend an hour-long meeting with a representative of the Union at their worksite on a quarterly basis.
- (b) The Union shall provide not less than two weeks' notice to the Employer of the intended date and time of the meeting.
- (c) Such meetings are permitted during work hours provided they do not interfere with normal operations, and are without loss of pay for employees to attend.

Note: Employees who attend such meetings on their own time will not be paid for attending.

**2.12 Union Storage**

The Employer will provide a locking filing cabinet for the conduct of union business at NEC.

**ARTICLE 3 - UNION SECURITY****3.1 Union Security**

All employees shall, as an initial and continuing condition of employment, become or remain members of the Union, and maintain such membership, subject only to Section 17 of the *Labour Relations Code*.

**3.2 Contracting Out**

The Employer will not contract out any bargaining unit work without prior consultation with the Union. In any event, NEC will not contract out any work presently performed by the employees covered by this collective agreement, which would result in the layoff of or reduction in hours for such employees.

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

- (a) The Employer will, as a condition of employment, deduct from the wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular monthly dues payable to the Union by a member of the Union.
- (b) The Employer will 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 will be made from each biweekly payroll period and membership dues or payments in lieu thereof will be considered as owing in the period for which they are so deducted.
- (d) All deductions will be remitted to the President of the Union not later than 28 days after the date of deduction.
- (e) The Employer will provide to the Union with every regular dues remittance the information provided in the chart below as laid out in the chart. The Employer will provide the information electronically in one of the following file formats: comma-separated values (".csv"), Microsoft Excel legacy worksheet (".xls") or Microsoft Excel workbook (".xlsx"). The Employer will provide the information to the Union by secure online upload to a web address provided by the Union.

Column	Name	Format	Format Description
1	Employee SIN	XXXXXXXXXX	9 digits, no dashes or spaces
2	Employee Last Name		
3	Employee First Name		
4	Dues	XXXX.XX	No commas or dollar signs
5	Gross Wages for Period	XXXX.XX	No commas or dollar signs
6	Job/Position Title		
7	(leave column blank)	yyyyMMdd	
8	Appointment Code		Regular, Casual, etc.
9	Work Location Name		
10	Work Location Address		
11	(leave column blank)		
12	Employee Work Phone	XXXXXXXXXX	10 digits, no dashes or spaces
13	(leave column blank)		
14	(leave column blank)		
15	Employee Home Email		

(f) 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 dues. The amount so advised will continue to be the amount to be deducted until changed by further reasonable written notice to the Employer signed by the President of the Union. Upon receipt of such notice, such changed amount will be the amount deducted.

(g) From the date of the signing of this agreement and for its duration, no employee organization other than the Union will be permitted to have membership dues or other monies deducted by the Employer from the pay of the employees in the bargaining unit.

(h) The Employer will supply each employee, without charge, with a receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous calendar year. Such receipts will be provided to the employees prior to March 1<sup>st</sup> of the succeeding calendar year.

(i) An employee must, 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 dues payable to the Union by a member of the Union.

(j) The Employer will provide to the Union on a quarterly basis a list of employees who have ceased employment and the *Record of Employment (ROE) Code* used in Block 16 of the ROE form for each of those employees. This is in addition to the requirements of Clause 26.7(b).

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

### 5.1 New Employees

Upon hire, the Employer will provide a new employee with a copy of the collective agreement and advise them of the names of stewards. Within the first 30 calendar days of employment, a shop steward will be given an opportunity to interview each new employee during regular working hours, without loss of pay,



for 15 minutes. The purpose of this interview is to allow the steward to acquaint the employee with the benefits and duties of union membership and the employee's responsibilities and obligations to the Employer, and the Union.

## **5.2 Notice to Bargaining Unit Chair**

The Employer will advise the bargaining unit Chair of the name and location of all new employees within 15 days of their appointment.

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

The management and direction of employees in the bargaining unit is retained by the Employer except as this agreement otherwise specifically provides.

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

### **7.1 Representation**

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. To implement this, the Union shall supply the Employer with the names of its officers. 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 Bargaining Committee**

A bargaining committee will be appointed by the Union and will consist of three members of the Union together with the President of the Union or their designate. The Union will have the right at any time to have the assistance of members of the staff of the Union when negotiating with the Employer.

### **7.3 Union Representation**

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

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

### **7.4 Technical Information**

(a) The Employer will provide to the Union information relating to employees in the bargaining unit as may be required by the Union for collective bargaining purposes. The Union recognizes the need for confidentiality of certain information prior to announcements by NEC and will respect the confidentiality of such information provided to the Union by NEC.

(b) The Employer will provide the bargaining unit Chairperson with a copy of the most current annual audited fiscal year-end financial statement.

**ARTICLE 8 - JOINT LABOUR/MANAGEMENT COMMITTEE****8.1 Joint Labour/Management Committee**

The parties will maintain a Joint Labour/Management Committee for ongoing consultations and open communications between them.

**8.2 Composition of Committee**

The Committee will consist of an equal number of Union and Employer representatives, with a maximum of two representatives from each party. Where either party intends to have more than two members attend, they will advise the other party prior to the meeting date. The Employer may have a consultant attend and the Union may have a staff representative attend.

**8.3 Guidelines for Committee**

The Committee shall function as follows:

- (a) The Joint Labour/Management Committee is intended as an open forum wherein matters of mutual concern and benefit can be freely and candidly discussed. Items may be put on the agenda by either party upon written notification to the other party prior to each meeting.
- (b) An Employer representative and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.
- (c) Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting.
- (d) The Joint Labour/Management Committee will not serve as a supplement or an alternative to the grievance/arbitration process or interfere with or attempt to re-negotiate any provisions of the agreement between the parties.
- (e) The Joint Labour/Management Committee will be limited to serving as a vehicle for joint discussion and consultation, with a view to exploring possible solutions to mutual problems and concerns. The Committee will not limit or restrict the rights reserved to the Employer to manage its operations or affairs.
- (f) Meetings of the Joint Labour/Management Committee will be held at the request of either party as soon as is possible following the request to meet. In any event, the Committee will meet at least once every two months.
- (g) An employee participating in meetings of the Joint Labour/Management Committee as a representative of the Union will not suffer loss of remuneration otherwise payable by NEC when such meetings are held during working hours.

**ARTICLE 9 - DISCHARGE, SUSPENSION AND DISCIPLINE****9.1 Conflict Resolution**

Before any formal disciplinary measures are taken, the Employer will take reasonable steps to resolve the issue with the employee. The Employer may choose to use a traditional Indigenous method for conflict resolution or may choose to use a different method.

## **9.2 Discipline Procedure**

- (a) Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall notify the employee in advance of the meeting and shall advise the employee that a steward's presence is recommended. The Employer will give the employee sufficient time to arrange for a steward to attend the meeting, 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) No employee shall be disciplined, suspended or discharged except for just cause, and an employee shall be discharged only upon the written authority of the Employer.
- (c) The Employer will adhere to the principles of progressive discipline. The means of discipline, in order of increasing severity, include without limitation:
- (1) verbal warning
  - (2) written warning or censure or letter of reprimand
  - (3) suspension
  - (4) discharge

The Employer may apply or skip one or more of the disciplinary means where just and reasonable to do so in the circumstances.

(d) When an employee is disciplined, discharged or suspended, the employee shall be given the reason(s) in writing in the presence of their steward. If a meeting on NEC property is not advisable for safety reasons, such meeting may be held at a mutually-agreed location. In an instance where such a meeting is not possible due to bona fide safety concerns of either party, the Employer will send the employee's copy of the written reasons by registered mail to the employee's last recorded address. The Employer will immediately deliver a copy of the employee's letter to the bargaining unit Chair. Within five working days, the Employer will advise the President of the Union or their designate in writing of the reason(s) for such discharge or suspension.

(e) Where the employee being disciplined, suspended or discharged is a steward or union officer, the employee shall have the right to have a staff representative or union officer present.

(f) A steward shall have the right to consult with a staff representative of the Union and to have a local representative present at any discussion with supervisory personnel, which the steward has been advised 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.

## **9.3 Access to Personnel Files**

Upon prior notice to the Employer, an employee, or union steward with the written authority of the employee, shall be entitled to review the employee's personnel file. A representative of the Employer shall be present during such review. In any event, no material shall be removed from the employee's personnel file without the permission of the Employer.

## **9.4 Right to Grieve**

An employee considered by the Union to be wrongfully or unjustly disciplined, suspended or discharged shall be entitled to recourse under the grievance procedure, in accordance with Article 10 (Grievances) of this agreement.

## 9.5 Dismissal and Suspension Grievance

All dismissals and suspensions will be subject to formal grievance under Article 10 (Grievances) of this agreement. The Employer will forward a copy of the written notice of dismissal or suspension to the staff representative of the Union within five working days of the action being taken.

## 9.6 Justice and Dignity during Investigation

### (a) *Reassignment or Leave of Absence*

In certain situations, it may be in the best interest of both the Employer and employees that an employee be reassigned or removed from the job site during an investigation of conduct. In such situations, and where an employee cannot be reassigned, the employee shall be on a leave of absence until the Employer makes a decision relative to imposing discipline. The Employer will conduct its investigation and make a decision regarding discipline expeditiously.

### (b) *Leave of Absence May Be With or Without Pay*

A leave of absence under (a) above may be with or without pay at the reasonable discretion of the Employer. The Employer will exercise this discretion fairly and in consideration of all relevant circumstances. The Employer must not exercise this discretion in a way that is arbitrary, discriminatory or not in good faith.

### (c) *Leave of Absence Without Pay*

(1) An employee on leave without pay under this clause may draw down other leave banks.

(2) Where an employee is placed on leave under this clause without pay, the employee will be "*made whole*" in all respects for any portion of the leave in excess of any discipline imposed. This will include, without limitation, restoring any leave bank drawn down under (1) above.

## 9.7 Burden of Proof

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

(b) Evidence called in support of disciplinary action taken by the Employer and evidence called in support of any grievance or response to disciplinary action shall be limited to evidence in support of the reasons raised in Clauses 9.2 (Discipline Procedure) or 10.4 (Step 2 - Written via Steward).

## 9.8 Right to Grieve Other Disciplinary Action

(a) Disciplinary action grievable by the employee shall include written censures, letters of reprimand and adverse reports or performance evaluation. The Employer will give an employee a copy of any such document placed on the employee's file, which might be the basis of disciplinary action. Should an employee dispute any such entry in their file which might be the basis of disciplinary action, they shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of their personnel record.

(b) Any such document, other than official evaluation reports, shall be removed from the employee's file after the expiration of 18 months from the date it was issued provided there has not been a further infraction. The Employer will not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware of at the time of filing, or that was or should have been removed from the employee's file after the expiration of 18 months.

## 9.9 Performance Appraisal

- (a) Where the Employer carries out a formal appraisal of an employee's performance, the Employer will give the employee sufficient opportunity to read, review and ask questions about the appraisal. Upon request, the Employer will give the employee three working days to read and review the appraisal.
- (b) The appraisal form shall provide for the employee's signature in two places, one indicating that the employee has read and accepts the appraisal, and the other indicating that the employee disagrees with the appraisal. No employee may initiate a grievance regarding the contents of an employee appraisal unless the employee has signed in the place indicating disagreement with the appraisal.
- (c) The Employer will not change an employee appraisal after an employee has signed it, without the knowledge and agreement of the employee, and any such changes shall be subject to the grievance procedure of this agreement.
- (d) Upon request, the Employer will provide an employee with a copy of their appraisal.

## ARTICLE 10 - GRIEVANCES

### 10.1 Grievance Procedure

- (a) 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 award, including a question as to whether 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 will be the grievance procedure in this article.

### 10.2 Grievance Initiation

- (a) A grievance will commence at Step 1 except as may be otherwise provided for in this agreement.
- (b) *Grieving a Written Warning or Censure or Letter of Reprimand*

In the case of a dispute arising from an employee receiving a written warning or censure or letter of reprimand, Step 1 may be omitted, and the grievance may commence at Step 2 of the grievance procedure within 30 days of the employee receiving the written warning or censure or letter of reprimand.

- (c) *Grieving a Suspension or Dismissal*

In the case of a dispute arising from an employee's suspension or dismissal, Steps 1 and 2 may be omitted, and the grievance may commence at Step 3 of the grievance procedure within 30 days of the employee receiving notice of dismissal or notice of suspension. The requirements for stating the particulars and confirming receipt of the grievance contained in Clause 10.4 (Step 2 - Written via Steward) will nevertheless apply.

### 10.3 Step 1 - Verbal

In the event that a dispute arises between the Employer and an employee, every effort shall be made to resolve the dispute through discussion between the Employer and employee. The employee will initiate

a meeting with their supervisor within 21 days of the date on which they were notified by the Employer of the action or circumstance giving rise to the grievance, or on which they first became aware of the action or circumstances giving rise to the grievance. The aggrieved employee shall have the right to have their steward present at such a discussion. Where the aggrieved employee is a steward, they will have the right to have a union staff representative present. The Employer will render its decision within seven days of the meeting.

#### **10.4 Step 2 - Written Via Steward**

(a) Within 14 days of receiving the Employer's decision at Step 1, an employee may present a grievance at Step 2 by:

- (1) recording this grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
- (2) stating the article or articles of the agreement infringed upon or alleged to have been violated and the remedy or correction required, and where applicable, the reasons why just cause does not exist; and
- (3) transmitting this grievance to their supervisor through the union steward or, if the aggrieved employee is a steward, through the union staff representative or another steward.

(b) The supervisor shall:

- (1) forward the grievance to the representative of the Employer authorized to deal with grievances at Step 2; and
- (2) sign and date the completed grievance form in the appropriate place to indicate at Step 2 and provide the employee with a copy of the signed and dated form.

(c) Within 14 days of receiving a grievance at Step 2, the representative designated by the Employer to handle grievances at Step 2 and the union steward or 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.

(d) The representative designated by the Employer to handle grievances at Step 2 shall reply in writing to an employee's grievance within 14 days of receiving the grievance at Step 2.

#### **10.5 Step 3 - Written via Staff Representative**

(a) Within 14 days of receiving the Employer's written reply at Step 2, the union staff representative or designate may present a grievance at Step 3 upon written notice to the Employer.

(b) Within 14 days of receiving a grievance at Step 3, the representative designated by the Employer to handle grievances at Step 3 and the union staff representative or designate shall meet to attempt to resolve the dispute. This meeting may be waived by mutual agreement.

(c) The representative designated by the Employer to handle grievances at Step 3 will reply to the employee's grievance in writing to the union staff representative or designate within 14 days of receiving the grievance at Step 3.

#### 10.6 Step 4 - Mediation

- (a) Within 14 days of receiving the Employer's written reply at Step 3, the union staff representative or designate may present a grievance at Step 4 upon written notice to the Employer.
- (b) Within seven days of the Employer receiving the grievance at Step 4, the parties will mutually agree on an impartial mediator, or may request the appointment of a settlement officer by the Collective Agreement Arbitration Bureau.
- (c) The mediator will begin proceedings within 28 days of being appointed.
- (d) The mediator will endeavour to assist the parties to resolve the grievance by mediation. The mediator will not interpret the collective agreement, instruct the parties on action to take, or render a decision on the alleged violation, unless the parties mutually agree that the mediator will do so.
- (e) Discussions in and any resolution arising from mediation will be "*without prejudice*" and "*without precedent*".
- (f) Either party may end mediation by written notice to the other party and the mediator.
- (g) Costs of the mediator and other directly related expenses will be shared equally by the parties.
- (h) Step 4 may be waived by mutual agreement of the parties.

#### 10.7 Time Limit to Submit to Arbitration

If the parties are unable to resolve the grievance at Step 4, and pursuant to Article 11 (Arbitration), the President of the Union or designate may inform the Employer of the intention to submit the dispute to arbitration within:

- (a) 30 days after the Employer's decision has been received; or
- (b) 30 days after the Employer's decision was due conclusion of mediation. Where the parties have asked the mediator to produce a report, the date on which both parties receive the report will be considered the conclusion of mediation.

#### 10.8 Failure to Act

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

#### 10.9 Amending of Time Limits

The time limits fixed in this grievance procedure may be altered by mutual consent of the parties, but the same must be in writing. Where a grievance or a reply is presented by mail, it shall be deemed to be presented on the day on which it is postmarked, and it shall be deemed to be received on the day it was delivered to the appropriate office of the Employer or the Union.

#### 10.10 Deviation from Grievance Procedure

After a grievance has been initiated by the Union, no representative of the Employer will enter discussion or negotiation with respect to the grievance, either directly or indirectly, with the aggrieved employee without the consent of the Union. If after having initiated a grievance through the grievance procedure,

an employee endeavours to pursue the same grievance through any channel other than this grievance procedure, then the grievance shall be considered to have been abandoned.

#### **10.11 Policy Grievance**

Where either party 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. Where no satisfactory agreement is reached, either party may submit the dispute to arbitration, as set out in Article 11 (Arbitration) of this agreement.

#### **10.12 Technical Objections to Grievance**

No grievance shall be defeated merely because of a technical error in processing the grievance through the grievance procedure. To this end an arbitration board shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in processing of the 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. Time limits specified in this article shall not be deemed to be nor construed as matters of technicality but as matters of substance.

### **ARTICLE 11 - ARBITRATION**

#### **11.1 Notification**

Where a difference arises between the parties relating to the interpretation, application or administration of this agreement, including any questions 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 10 (Grievances), notify the other party of its desire to submit the difference or allegations to arbitration.

#### **11.2 Appointment of the Arbitrator**

When a party has advanced a grievance to arbitration, it shall indicate to the other party of the agreement within seven days its intention to submit the dispute to a single mutually agreed upon arbitrator.

#### **11.3 Failure to Appoint**

If the parties fail to agree upon a single arbitrator within seven days, the appointment shall be made pursuant to Section 86 of the British Columbia *Labour Relations Code*.

#### **11.4 Procedure**

The Arbitrator shall give full opportunity to all parties to present evidence and make representations; hear and determine the difference or allegation; and make every effort to render a decision within 15 days of the first hearing.

#### **11.5 Decision of Arbitration**

The decision of the Arbitrator shall be final, binding and enforceable on the parties. However, the Arbitrator shall not have the power to change this agreement or to alter, modify or amend any of its provisions, except as may be expressly provided for in this agreement, and then only to the minimal extent specified.



**11.6 Expenses of Arbitrator**

Each party shall pay one-half of the fees and expenses of the Arbitrator.

**11.7 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.

**11.8 Investigator**

During the term of the collective agreement, if a difference arises between the parties relating to the dismissal or suspension of an employee, or to the interpretation, application, operation or the alleged violation of this agreement, including any question as to whether a matter is arbitrable, a mutually agreed Investigator shall, within 30 days of the date of receipt of the request and, with mutual agreement of the parties:

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

For those 30 days from the date of receipt, time does not run in respect of the grievance procedure.

Each party shall pay one-half of the fees and expenses of the Investigator.

**11.9 Implementation of Investigator's Recommendations**

The Union and the Employer shall confer and may agree, without prejudice, to implement the Investigator's recommendations that result from a process under Clause 11.8 (Investigator).

**11.10 Expedited Arbitration**

- (a) The parties shall meet as often as required to review outstanding grievances and attempt to resolve them prior to proceeding to arbitration.
- (b) All grievances shall be considered suitable for and resolved by expedited arbitration except grievances in the nature of:
  - (1) dismissals;
  - (2) rejection on probation;
  - (3) suspensions in excess of 20 workdays;
  - (4) policy grievances;
  - (5) grievances requiring substantial interpretation of a provision of the collective agreement;
  - (6) grievances requiring presentation of extrinsic evidence;
  - (7) grievances where a party intends to raise a preliminary objection; and
  - (8) demotions.

By mutual agreement, a grievance falling into any of these categories may be placed into the expedited arbitration process.

- (c) Grievances shall be submitted to a single mutually agreed upon arbitrator.
- (d) The Arbitrator shall hear the grievances and shall render a decision within 10 working days of such hearings. No written reasons for the decision shall be provided beyond those the Arbitrator deems appropriate to convey the decision.

- (e) Expedited arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.
- (f) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- (g) A grievance determined by either party to fall within one of the categories listed in (b) above may be removed from the expedited arbitration process at any time prior to hearing and forwarded to a regular arbitration hearing pursuant to Clause 11.2 (Appointment of Arbitrator).
- (h) The parties shall equally share the cost of the fees and expenses of the Arbitrator and hearing rooms.

## **ARTICLE 12 - SENIORITY**

### **12.1 Seniority Defined**

(a) *Service Seniority*

Means a regular employee's service with the Employer.

Regular employees will be credited with service seniority equivalent to their length of continuous service with the Employer.

(b) *Classification Seniority*

Means regular employees' length of service in their present classification. All regular employees shall be credited with classification seniority equivalent to their length of service in their present classification with the Employer.

### **12.2 Seniority List**

The Employer will update the service seniority list effective December 31 and will send it to the President of the Union or designate and to the bargaining unit Chairperson no later than February of each calendar year.

### **12.3 Loss of Seniority**

Except as otherwise provided for in this agreement, regular employees shall not accrue seniority when a leave of absence without pay is for periods over 60 days' duration. Regular employees shall continue to accrue seniority if they are absent from work with pay. Employees shall lose their seniority only if:

- (a) they are discharged for just cause;
- (b) subject to Clause 12.4 (Re-Employment), they voluntarily terminate their employment or abandon their position; or
- (c) they are on layoff for more than one year.

### **12.4 Re-Employment**

- (a) Regular employees who resign their position and within 60 days are re-employed as a regular employee shall be granted a leave of absence without pay covering those days absent and shall retain all previous rights in relation to seniority and other fringe benefits.

(b) If the period between resignation and re-employment exceeds 60 days, the employee shall, upon completion of five years' continuous service from the date of re-employment, have their previous length of service credited for purposes of seniority and vacation entitlement.

### **12.5 Seniority on Demotion**

Regular employees who suffer demotion through no fault of their own, or who take a voluntary demotion, shall have their classification seniority adjusted to include all service previously held in the lower classification, together with all service in any higher classifications.

## **ARTICLE 13 - LAYOFF, RECALL AND SEVERANCE**

### **13.1 Pre-Layoff Canvass**

Where the Employer identifies a need to proceed with a layoff pursuant to Clause 13.4 (Layoff), the Employer shall notify the bargaining unit Chair and the President of the Union or designate, in writing, prior to the issuing of any layoff notices. The parties shall meet to discuss the location, classifications and positions of employees who may be affected by the layoff. Prior to any layoff the Employer may canvass any employee or group of employees to invite resignation with severance as provided for in Clause 13.11 (Severance Pay).

### **13.2 Layoffs May Occur**

Once a pre-layoff canvass has taken place to minimize the impact of layoff(s) the Employer may proceed to layoff(s). For those affected by layoff, the provisions of the collective agreement will apply.

### **13.3 No Stacking of Entitlements**

There will be no stacking of layoff, recall and severance entitlements.

### **13.4 Layoff**

- (a) Casual employees will be laid off prior to regular employees.
- (b) Regular employees shall be laid off in reverse order of service seniority providing the remaining employees have the ability, qualifications, and experience to perform the remaining work.
- (c) Where seniority is equal, the regular employee with the superior qualifications, skill, knowledge and training for their particular job is deemed to have greater seniority.
- (d) A regular employee who is given notice of layoff under this clause may elect to:
  - (1) bump a junior regular employee in accordance with Clause 13.5 (Bumping Procedure);
  - (2) go on recall in accordance with Clause 13.7 (Recall Rights and Procedure); or
  - (3) take severance in accordance with Clause 13.11 (Severance Pay).

### **13.5 Bumping Procedure**

- (a) A regular employee shall not be entitled to bump another employee where the bump would constitute a promotion.
- (b) Regular employees who receive notice of layoff shall have the right to bump employees with less seniority.

- (c) The right to bump, subject to (b) above, shall be exercised in the following order:
- (1) the employee with the least seniority at the same pay level for whose position they have the qualifications, ability and experience to do the job shall be bumped.
  - (2) if (1) above does not result in a bump, the same procedure will be applied at each subsequent lower pay level.
- (d) Regular employees who are bumped as a result of (b) and (c) above, shall have the same right to bump employees with less seniority.
- (e) The trial period specified in Clause 26.12 (Trial Period) will apply to employees moving into a new job as a result of bumping.
- (f) If the employee does not have the necessary seniority or qualifications, ability and experience to bump a second time, or they have proven to be unsatisfactory in the second job, they will be laid off.
- (g) A regular employee shall notify the Employer in writing within five days of receiving layoff notice whether bumping rights will be exercised or whether the employee opts for a layoff.
- (h) If a regular employee opts for a layoff the employee must choose either recall rights in accordance with Clause 13.7 (Recall Rights & Procedures) or severance pay in accordance with Clause 13.11 (Severance Pay) on the date the layoff is scheduled to occur. If a regular employee declines select an option, they shall be deemed to have chosen recall rights.

### **13.6 Advance Notice**

- (a) The Employer will notify regular employees who are to be laid off, at least 20 working days prior to the effective date of layoff. If the employee has not had the opportunity to work all of their regularly scheduled shifts within the notice period, the employee will receive pay in lieu for those days for which work was not made available. Severance pay, if elected by the employee, will be calculated and paid after the 20 working days worked or the last day worked where payment in lieu was received.
- (b) A regular employee who is offered a casual recall and accepts that recall, cannot claim the right to notice or pay in lieu pursuant to Clause 13.6(a) when the casual work expires and the employee returns to layoff status.

### **13.7 Recall Rights and Procedure**

- (a) Regular employees on layoff shall retain recall rights commencing with the date of layoff for a period of one year.
- (b) If an employee performs casual work during their period of layoff, the casual time worked will be added to the one-year period of recall eligibility specified in Clause 13.7(a).
- (c) Recall shall be in order of service seniority, with regular employees preceding casual employees, providing the regular employee has the necessary qualifications, ability and experience to fill the position and the recall would not constitute a promotion.

### **13.8 Recall from Layoff Without Posting**

If a vacancy occurs and a regular employee on layoff status possesses the necessary qualifications, ability and experience, and providing the recall would not constitute a promotion, the vacancy will be offered to the most senior regular employee on the recall list and Clause 26.1(a) will not apply.

**13.9 Notice of Recall**

(a) The Employer will provide notice of recall to a regular position shall be made by telephone, or if unsuccessful, by registered mail to the last address of the employee known by the Employer. The Employer will send a copy of the letter to the President of the Union or their designate. It shall be the employee's responsibility to keep the Employer informed of the employee's current address and telephone number during the period of layoff.

(b) Regular employees may refuse recall to a casual position without affecting recall rights pursuant to Clause 13.7 (Recall Rights and Procedure).

**13.10 Continuation of Benefits**

A regular employee on layoff will be entitled to the following benefits:

- Clause 19.1 - (Basic Medical Insurance);
- Clause 19.2 - (Extended Health Care Plan);
- Clause 19.3 - (Dental Plan); and
- Clause 19.4 - (Group Life Insurance);

for a period of one year from the date of layoff, or as per Clause 13.7 (Recall Rights and Procedures). Premium payments will be in accordance with provisions provided in Clause 19.2 (Extended Health Care Plan).

**13.11 Severance Pay**

(a) A regular employee may opt to receive severance pay on the date the layoff was scheduled to occur, in which case the employee shall be deemed to have resigned and shall forfeit all seniority and right to recall.

(b) A regular employee with at least three months' of continuous service who has elected severance pay pursuant to this article shall be entitled to severance pay in an amount equal to one week's current straight-time pay.

(c) In the event of a layoff of a regular employee with one or more years' service seniority who opts for severance pay, the Employer will pay severance as follows:

- (1) after 12 months of continuous service, two weeks' current straight-time pay;
- (2) after 36 months continuous service, three weeks' current straight-time pay; and
- (3) for each completed year of service thereafter, one week's current straight-time pay to a maximum of 10 weeks' pay.

(d) In the event of a closure of NEC, the maximum severance pay payable pursuant to Clause 13.11(c)(3) will be 16 weeks' pay.

**ARTICLE 14 - HOURS OF WORK****14.1 Standard Workweek**

- (a) The standard workweek shall consist of 35-hours of work on any five consecutive days, normally Monday to Friday. The Employer will provide 20 working days' written notice for a change in the five consecutive working days.
- (b) NEC will determine the hours of work that are consistent with its operational requirements. Within NEC's hours of operations, the Employer will make every reasonable effort to be flexible in determining employees' work hours.
- (c) The Union and the Employer recognize that various versions exist of a modified workweek concept, which average 35-hours per week. It is understood and agreed that such cases are exceptions to Clauses 14.1(a) and 14.2(a) only in respect to the 35-hour limitation, and the seven hour per day limitation. Modified workweek schedules may only be implemented by mutual agreement of the parties.

**14.2 Standard Workday**

- (a) The standard workday for regular employees shall be seven hours per day normally Monday to Friday.
- (b) Regular part-time employees may be scheduled to work less than seven hours per day and 35 hours per week.

**14.3 Meal Periods**

- (a) An employee who works more than five consecutive hours will be entitled to an unpaid meal period.
- (b) The Employer will schedule unpaid meal periods will be scheduled as close to the middle of the workday or shift as possible. The length of the meal period shall be not less than 30 minutes and not more than 60 minutes.
- (c) Where the Employer requires an employee to work or be available for work during a meal break, the meal break shall be with pay and otherwise counted as time worked by the employee.

**14.4 Scheduling of Hours**

- (a) Except in the case of shift operations, or a modified workweek, the regular workday shall be scheduled to occur between the hours of 7:00 a.m. and 6:30 p.m.
- (b) Flexible hours for individual employees may be scheduled upon mutual agreement between the employees at the local level and the Employer's designated representative. Such hours shall be scheduled between 6:00 a.m. and 10:00 p.m.

**14.5 Clean-up Time**

Employees shall be allowed reasonable time during the workday or shift for clean-up purposes.

**14.6 Rest Periods**

- (a) All employees shall have two 15-minute rest periods in each work period of four and one-half hours or more. Where an employee works in excess of five hours, one rest period will be granted before and one after the meal period.
- (b) Employees working shifts of less than four and one-half hours shall be granted one 15-minute rest period during such a shift.
- (c) Rest periods shall not begin until one hour after the commencement of work or not later than one hour before either the meal period or the end of the shift. However, a single rest period of 30 minutes may be taken subject to the mutual agreement of the parties.
- (d) Rest periods shall be taken without loss of pay to the employees.

**14.7 Changes in Hours of Work - Work Schedules**

- (a) The Employer will provide at least 10 working days' written notice to those regular employees who are to be affected by significant long-term changes in their existing work hours/schedules. Work schedules may be changed with less than 10 working days' notice by mutual agreement between the Employer and the affected employee(s).
- (b) Employees' requests for changing existing work schedules will be made in writing to their supervisor. Approval of such requests shall not be unreasonably withheld.

**14.8 Hours Free from Work**

The Employer must ensure that each employee has at least 12 consecutive hours free from work between each shift worked.

**14.9 Split Shifts**

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

**ARTICLE 15 - OVERTIME****15.1 Definitions**

- (a) "*Overtime*" means work performed by employees after completion of seven hours' work in one day, or any work performed by employees on a day of rest. Employees will be entitled to overtime pay rates after completion of seven hours' work in one day, or for any work performed on a day of rest.
- (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) "*Overtime wages*" means the wages an employee is entitled to receive for working overtime.

**15.2 Advance Approval**

- (a) In all circumstances except as noted in (b) below, an employee must receive advance approval from the President's office before commencing overtime work.

(b) If an employee must work overtime in an emergency situation and it is not possible for the employee to receive prior approval then the employee may work the overtime and must advise the President's office as soon as practicable after the event.

### **15.3 Overtime Entitlement**

Overtime worked shall be compensated for at the following rates:

- (a) time and one-half for the first four hours of overtime on a regularly-scheduled workday;
- (b) double-time for time worked in excess of four hours of overtime on a regularly-scheduled workday; and
- (c) double-time for all hours worked on a day of rest.

The compensation of overtime in (a) and (b) is daily and not cumulative.

### **15.4 Overtime Compensation**

Overtime shall be compensated either in cash or equivalent compensatory time off (CTO), or a combination of both as determined by the employee, provided such time off is scheduled by mutual agreement.

### **15.5 Overtime Meal Allowance**

Employees who are required to work a minimum of two and one-half hours' overtime before or after their scheduled hours of work or on a scheduled day of rest shall be provided with a hot meal or shall be reimbursed in the amount of \$17. A meal break of one-half hour with pay shall be given at the overtime rate. A further hot meal allowance of \$17 and a meal break of one-half hour with pay shall be provided during each subsequent four-hour overtime period.

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

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

### **15.7 Right to Refuse Overtime**

Except in the case of an emergency, employees shall each have the individual right to refuse to work overtime without being subject to disciplinary action for so refusing. This right shall not be exercised in concert.

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

Part-time employees working less than seven hours per day, and who are required to work in excess of their regularly scheduled hours, shall be paid at the rate of straight-time for the hours so worked up to and including seven hours in the working day. Regular overtime rates would apply after seven hours in the day and for all work performed on paid holidays as defined in Clause 16.1 (Paid Holidays).

### **15.9 Callout Provisions**

Employees who are called back to work outside normal hours, shall be compensated for a minimum of three hours at the applicable overtime rates, and will be reimbursed at applicable mileage rates for portal to-portal transportation. An extended shift will not constitute a callout.



**15.10 Rest Interval**

Employees required to work overtime beyond their regularly scheduled shift shall be entitled to eight clear hours between the end of the overtime worked and the start of their next regular shift. If eight clear hours are not provided, overtime rates shall apply to all hours worked on the regular shift.

**ARTICLE 16 - PAID HOLIDAYS****16.1 Paid Holidays**

(a) The following will be recognized and observed as paid holidays:

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

(b) Any other day proclaimed as a holiday by the federal, provincial, municipal or Indigenous governments for the locality in which an employee is working will also be a paid holiday. For the purpose of this clause, Indigenous government includes any Indigenous or first nations governing or political body such as the Assembly of First Nations (provincial or federal), Union of BC Indian Chiefs and Métis Nation (provincial or federal).

(c) Employees who are on leave of absence without pay will be entitled to the provisions of Article 16 (Paid Holidays) when they have received at least 15 days' pay at straight-time rates during the previous 30 calendar days.

**16.2 Holidays Falling on Saturday or Sunday**

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

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

When a paid holiday falls on an employee's day of rest, the employee shall be entitled to a day off with pay in lieu. The day in lieu shall be the first regularly scheduled workday following the day of rest or another day mutually agreed between the Employer and the employee.

**16.4 Holiday Falling on a Scheduled Workday**

An employee who works on a paid holiday which is a scheduled workday shall be compensated at the rate of double-time for all hours worked plus a day off with pay in lieu of the holiday; except for Christmas Day and New Year's Day when the compensation shall be at the rate of double-time and one-half for hours worked, plus a day off with pay 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 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 the employee's regular position for a majority of the scheduled work hours in the 60 working days preceding the holiday, in which case the employee shall receive the higher rate.

**ARTICLE 17 - ANNUAL VACATIONS****17.1 Seniority and Vacation**

Length of continuous active service with NEC determines an employee's entitlement to annual vacation leave.

**17.2 Vacation Entitlement**

- (a) All regular employees will have an annual vacation leave entitlement as follows:

<b>Years of Service</b>	<b>Rate of Accumulation</b>
First partial year of services	Accumulated at 0.87 days per month
1 year of service	15 days per year accumulated at 1.25 days per month
2 - 4 years of service	20 days per year accumulated at 1.67 days per month
5 - 7 years of service	25 days per year accumulated at 2.08 days per month
8+ years of service	30 days per year accumulated at 2.50 days per month

For the purpose of this article, the first partial year of service is the period from the date of hire to August 31<sup>st</sup>. The first year of services begins September 1<sup>st</sup>.

(b) The standard vacation year is September 1<sup>st</sup> through August 31<sup>st</sup>. Vacation entitlement accrues according to the number of months worked in this 12-month period subject to Clause 17.10 (Vacation Credits Upon Termination/Death).

(c) Subject to Clause 17.10 (Vacation Credits Upon Termination/Death), employees must take their annual vacation leave entitlement by August 31<sup>st</sup> of that year.

(d) Each employee and their supervisor are responsible for ensuring that vacations are taken as earned each year.

(e) Regular employees engaged on a part-time basis will be entitled to annual vacation on a pro rata basis.

**17.3 Vacation Preference**

- (a) Annual vacation leave will be scheduled in conjunction with the employee's supervisor and will be approved subject to operational requirements.
- (b) For vacation requests submitted by November 1<sup>st</sup>, preference in the selection and allocation of vacation time will be determined based of service seniority, within each department. Vacation requests submitted after November 1<sup>st</sup> will be considered on a first-come first-served basis.
- (c) Where employees choose to split their vacation, their second choice of vacation time will also be made based on service seniority.
- (d) Leave Request Forms should be submitted to the employee's supervisor as early as possible and at least two weeks in advance of the tentative vacation. Leave requests submitted with less than two weeks' notice may be approved if the Employer can meet operational requirements.
- (e) Regular vacations will have priority over carried-over vacation time.

**17.4 New Employees**

An employee earns but is not entitled as a matter of right to receive, vacation leave during the first three months of continuous service. NEC may authorize vacation leave during this period upon written request by the employee.

**17.5 Scheduled Vacations**

Vacation schedules, once approved by the Employer, shall not be changed, except by mutual agreement between employee and the Employer.

**17.6 Vacation Pay**

Payment for vacations will be made at an employee's regular rate of pay, except if an employee has been working in a higher paid position than the employee's regular position for a majority of the scheduled work hours in the 60 working days preceding employee's vacation in which case employee shall receive the higher rate.

**17.7 Approved Leave of Absence with Pay During Vacation**

When employees are qualified for sick leave, bereavement leave, or any other approved leave with pay during their vacation period, there shall be no deduction from the vacation credits for such leave. An employee intending to claim displaced vacation leave must advise the Employer and provide a fully completed sick leave request form within five working days of returning to work. The period of vacation so displaced shall be taken at a mutually agreed time.

**17.8 Call Back on 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, they shall be reimbursed for all expenses incurred 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. Where an Employee's spouse and/or dependent children also return from

vacation due to the recall of the employee they shall be reimbursed for reasonable expenses incurred in returning home.

(c) Time necessary for travel in returning to employee's place of duty and then returning to the place from which employee was recalled shall not be counted against employee's remaining vacation entitlement.

### **17.9 Vacation Carryover**

(a) An employee may carry over up to five days' vacation leave per vacation year for two consecutive vacation years, to a maximum of 10 days, which must be taken not later than the third consecutive vacation year.

(b) The restrictions in this clause do not apply in situations where the Employer does not permit scheduling of the vacation prior to the end of the vacation year.

### **17.10 Vacation Credits Upon Termination/Death**

(a) Employees shall not receive cash in lieu of vacation time, except upon termination.

(b) Upon termination, the employee will be entitled to vacation pay based on earned but unused vacation leave entitlement.

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

### **17.11 Winter Closure**

In addition to the annual vacation entitlement pursuant to Clause 17.2 (Vacation Entitlement), a regular employee will be entitled to paid vacation, inclusive of any paid holidays, for a period of two weeks, beginning prior to Christmas Day and ending after New Year's Day, with the exact dates of this period varying from year to year.

## **ARTICLE 18 - SICK LEAVE**

### **18.1 Sick Leave**

(a) Sick leave for regular full-time employees is accumulated at a rate of one and one-quarter days per month to a maximum of 15 days per year. Regular part-time employees will accumulate sick leave on a prorated basis.

(b) An employee will have the right to use their annual vacation entitlement to bridge the time between the end of sick leave and start of weekly indemnity.

### **18.2 Employee to Inform Employer**

Employees shall make every reasonable effort to inform the Employer as soon as possible of their inability to report to work because of illness or injury.

### **18.3 Sick Leave Form**

An employee absent from work through illness or injury will within three days of returning to work from the initial absence, submit a fully completed Leave Request Form.

#### 18.4 Medical Documentation

(a) *Inability to Work*

The Employer may require an employee to provide reasonable documentation from a qualified medical practitioner to verify inability to work where:

- (1) it appears that a pattern of consistent or frequent absence from work is developing; or
- (2) the employee has been absent for more than five consecutive scheduled days of work;

(b) *Benefit Eligibility*

(1) Where the Employer requests medical documentation pursuant to (a) above and the employee fails to provide it, the Employer may suspend payment of sick leave pay pending the employee's submission of suitable documentation.

(2) Notwithstanding (1) above, where an employee makes every reasonable effort to secure suitable documentation and is delayed in doing so because of reasons beyond their control, the Employer will not suspend payment of sick leave pay. The employee must secure and submit medical documentation as soon as practicable.

(c) *Return to Work*

The Employer may require an employee to provide, prior to returning to work, reasonable documentation from a qualified medical practitioner verifying that the employee is able to return to work and resume their regular duties where:

- (1) the employee has been absent due to injury; or
- (2) the employee has been absent due to a prolonged period of illness.

(d) *Cost of Medical Documentation*

Where the Employer requires documentation from a medical practitioner the Employer will bear the cost(s) incurred in obtaining the same.

#### 18.5 Ineligible for Sick Leave

Employees are not eligible for sick leave with pay for any period during which they are on leave of absence without pay, under suspension, on strike, on layoff, or locked out except where the suspension, strike, layoff or lockout occurs after the sick claim has started.

#### 18.6 Medical and Dental Appointments

(a) Employees shall be entitled to time off with pay for medical and dental appointments, but will make every effort to arrange them at the beginning or end of the working day. An employee shall advise their supervisor as soon as they are aware that such leave is required.

(b) Requests to accompany a dependent child or dependent parent to a medical or dental appointment will be granted by the Employer. The employee may use family responsibility leave or banked overtime or reschedule their workday/week or use available vacation entitlement or take leave without pay. Employees are expected to schedule such appointments in advance where possible. Leave will be granted on short notice for situations requiring immediate attention.

**18.7 Weekly Indemnity**

- (a) All regular employees will be covered by a Weekly Indemnity Plan. Employees will pay 100% of the premiums for the Weekly Indemnity Plan.
- (b) Employees will be eligible for coverage under this plan after 90 days of continuous active employment.
- (c) Employees in the process of applying for or in receipt of Weekly Indemnity benefits will provide the Employer with a medical certification every 30 days. Where there is a cost in obtaining such a medical certification, the Employer will bear the costs in obtaining same.
- (d) The Employer agrees that eligible employees will be covered by the Weekly Indemnity Plan starting the 15<sup>th</sup> day of disability. Such employees will receive at least 66.67% of their weekly earnings for each week of illness for a period not to exceed 17 weeks.

**18.8 Entitlements Upon Return to Work**

Employees returning to work from an extended medical leave shall return to their previous position and work schedule or to a vacant regular position with the same or comparable salary and work duties, unless medically unable to do so. Where it is not possible for the employee to return to their previous position or where there is no vacant regular position available, the employee shall be offered any casual work for which they are qualified to perform. This clause is not intended to impede or restrict the Employer's obligations to employees requiring an accommodation.

**ARTICLE 19 - HEALTH AND WELFARE****19.1 Basic Medical Insurance**

Where an employee does not already have coverage, NEC agrees to pay the MSP cost for regular employees and their dependants including employees' non-status family members of Status Indian employees.

**19.2 Extended Health Care Plan**

- (a) The Employer will provide an extended health care plan to all regular employees and their dependants. Payment of premiums will be in accordance with the following schedule:
- (b) Regular employees will be eligible for coverage under this plan from the first of the month following the month in which they complete three months of continuous employment.

**19.3 Dental Plan**

- (a) The Employer shall provide a dental plan for regular employees and their dependants. Payment of premiums shall be in accordance with the schedule in Clause 19.2(a).
- (b) An employee shall be eligible for coverage under this plan from the first of the month following the month in which the employee completes three months of continuous employment.

**19.4 Group Life and Long-Term Disability**

- (a) All regular employees will be covered by a Group Life and Long-Term Disability (LTD) Plan. Payment of premiums for Group Life will be in accordance with the schedule set out in Clause 19.2(a). Employees will pay 100% of the premiums for LTD.

- (b) Employees will be eligible for coverage under this plan after 90 days of continuous active employment.
- (c) The Group Life Plan will have benefits equivalent to twice an employee's annual salary. The Group Life Plan will include provisions for accidental dismemberment.
- (d) Monthly benefit levels for LTD will be equal to the sum of 66.67% of monthly earnings, to a maximum monthly benefit of \$5,000 per month.

### **19.5 Pension Plan**

For regular employees, commencing the beginning of year two, there is mandatory participation in pension plan. The Employer and employee match contributions as follows:

Year 2	1% of gross salary
Year 3	2% of gross salary
Year 4+	3% of gross salary

### **19.6 Employee and Family Assistance Program**

The Employer shall provide an employee and family assistance program to all regular employees. Any change to the current program shall be by mutual agreement of the parties.

### **19.7 Appeals**

An employee requiring clarification of their health and welfare benefits or who chooses to appeal a claims decision should contact the Finance Department who will provide clarification of benefits available as well as an outline of the appeal procedure.

### **19.8 Legislative Changes**

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

### **19.9 Benefit Coverage During Leave of Absence**

- (a) The parties to this agreement recognize and agree that except where specific arrangements are made as provided in this agreement, all benefits and entitlements provided by this agreement are suspended for an employee who is absent on leave of absence without pay in excess of 30 days.
- (b) Where an employee has been granted an approved leave of absence without pay, in excess of 30 accumulated calendar days, and the employee has been participating in the following benefit coverage:
- Group Life Insurance;
  - Accidental Death and Dismemberment Benefit;
  - Dental Plan;
  - Extended Health Care; and
  - Medical Services Plan of BC,
- (c) the employee may maintain coverage in those plans. The employee must pay 100% of the premiums for this coverage during such leave. The Employer will continue to remit premiums on behalf

of such employees. Mutually acceptable arrangements for repayment of the employee's portion shall be made in advance of the commencement of the leave. Failure by the employee to effect payment of the premiums may result in loss of coverage.

(d) For an employee who is disabled during the leave of absence, and who is unable to return to work on the previously agreed-to date of return from leave, the provisions of Clause 18.1 (Sick Leave) apply.

(e) Employees who are unable to work due to a workplace injury or illness and who are on a recognized WorkSafeBC claim or who are in receipt of Sick Leave, Weekly Indemnity or LTD benefits shall not be considered to be on a leave of absence without pay for the purposes of this clause.

### **19.10 Part-Time Employees**

The Employer shall provide benefits under Article 19 (Health and Welfare) to all regular part-time employees working at least 20-hours per week.

### **19.11 Health and Welfare Plan**

(a) Copies of the master contracts with the carriers for the extended health care, dental, weekly indemnity, group life and long-term disability plans shall be sent to the President of the Union or designate.

(b) The Employer is entitled to negotiate at any time with any benefits carrier to identify comparable or superior coverage at comparable or lower premiums. However, a change in carriers may only be made by mutual agreement of the parties.

## **ARTICLE 20 - STAFF TRAINING AND DEVELOPMENT**

### **20.1 Education and Training**

Both parties recognize a need to provide employees with opportunities to improve their skills and qualifications, and to prepare for promotional advancement for present or foreseeable jobs within NEC.

### **20.2 Educational Leave**

(a) Regular employees who have been employed at NEC no less than two years may be granted up to seven hours per week free from regular responsibilities to attend educational pursuits, including course work, preparation for study and examinations, that the NEC President deems to be of benefit to the employee's career development.

(b) To be eligible for leave with pay under this clause, in addition to the Leave Request Form, the employee must submit to their supervisor a formal written request, which details their educational goals and explains how the proposed classes will enhance their career development. If the supervisor is assured that the above criteria are satisfied and the work requirements of the department can be met in the employee's absence, the supervisor will submit the request to the NEC President for final approval.

### **20.3 Professional Training/Development Leave**

(a) All regular employees, upon approval from the Dean or Director, may attend one professional development training conference, seminar or workshop per school year.



(b) To be eligible for consideration for such leave, the employee must submit to their supervisor at least 30 days in advance, a memo containing:

- Details of the training including the title, organizing agency, contact information, and agenda (if available)
- How the training will enhance the employee's performance of duties at NEC
- How the training will benefit NEC Community
- How the operational needs of NEC will be affected by the employee's absence
- The street address, city and province where the training will take place
- The length of the training
- Details of the expenses associated with the attending the training
- Travel details (if out of town)

(c) The supervisor will review the leave request and, if the request is approved in principle, will forward it to the appropriate Dean or Director for their approval. If the training has any cost associated with it, the request must be approved by the President who will determine whether NEC will pay all or a portion of the expenses associated with the conference including the registration, salary of the employee while attending the training, and any travel expenses.

#### **20.4 Professional Development Days**

(a) The Employer may schedule up to three professional development days per school year on subjects of interest to staff. Employees are encouraged to submit to the NEC President topics that may be of interest to all employees on professional development.

(b) Where casual employees are not required to attend professional development days, they shall be entitled to an honorarium of \$150 per day for each professional development day they attend.

### **ARTICLE 21 - SPECIAL AND OTHER LEAVE**

#### **21.1 Bereavement Leave**

(a) Bereavement leave of absence will be granted to a regular employee upon application to the Employer, as follows:

(1) *Immediate Family*

Five days with pay in the event of a death of a member of the employee's immediate family.

(2) *Other Family*

Up to three days without pay may be taken on the death of all other family members, including without limitation any individual who is like a close relative to the employee, whether or not related to an employee by blood, adoption, marriage or common-law partnership.

The leave may be taken at any time between the date of death and the date of the funeral or other ceremony.

(b) When established ethno-cultural or religious practices provide for ceremonial occasions other than the bereavement period outlined above, the balance of the bereavement leave as provided above, if any, may be taken at the time of the ceremonial occasion.

(c) Such bereavement leave will be granted to employees who are on other paid leaves of absence, including sick leave and annual vacations. When bereavement leave of absence with pay is granted, any concurrent paid leave credits will be restored.

### **21.2 Funeral or Memorial Ceremony Leave**

Employees are entitled to up to one day of paid leave to attend a funeral or other memorial ceremony. For clarity, this Clause 21.2 (Funeral or Memorial Ceremony Leave) will only apply in situations where Clause 21.1(a)(1) (Immediate Family) does not apply. Time taken to attend a funeral or other memorial ceremony must be reported to the employee's immediate supervisor on a Leave Request Form preferably in advance or immediately upon return to work.

### **21.3 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 (or equivalent), provincial or federal election;
- (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 three years, which may be renewed by mutual consent. Seniority shall not accumulate during this leave of absence beyond a period of three years;
- (c) for employees elected to a public office for a maximum period of five years; and
- (d) for an employee appointed or elected to a full-time position with a First Nation or other Indigenous organization, the leave shall be for the period of the term and shall be renewed upon request of the Union.

### **21.4 Leave for Court Appearances and Jury Duty**

- (a) Time spent at court by employees in their official capacity shall be at their regular rate of pay.
- (b) Court actions arising from employment, requiring attendance at court, shall be with pay.
- (c) In the event an accused employee is jailed pending a court appearance, such leave of absence shall be without pay.
- (d) When summoned to serve on a jury or subpoenaed to appear as a witness in court, employees will be granted time off without pay, except under the following circumstances:
  - (1) up to five days with pay if the employee has been employed more than two years, or
  - (2) up to 15 days with pay if the employee has been employed more than five years.

To be eligible to be granted leave with pay under this section, along with a Leave Request Form, the employee shall submit to their supervisor a summons, subpoena or other evidence that shows the necessity of attendance at court. This section does not apply if the employee is the defendant, plaintiff, respondent or a party to the action.

- (e) An employee shall advise their supervisor as soon as is they are aware that such leave is required.

**21.5 Elections**

Any employee eligible to vote in a federal, provincial, municipal, first nations or other Indigenous election or a referendum shall have four consecutive clear hours during the hours in which the polls are open in which to cast their ballot.

**21.6 Family Responsibility Leave**

(a) After completion of one year of employment, employees are entitled to up to five days of paid leave during each employment year to meet responsibilities related to:

- (1) The care, health or education of a child in the employee's care, or
- (2) The care or health of any member of the employee's immediate family.

(b) Prior to completion of one year of employment, employees will be allowed family responsibility leave without pay.

(c) Absences due to family responsibilities must be communicated directly to the employee's immediate supervisor prior to their normal start time. All family responsibility days must be reported to the employee's immediate supervisor on a Leave Request Form preferably in advance, or immediately upon return to work.

**21.7 General Leave**

Notwithstanding any provisions for leave in this agreement, an employee may request leave of absence without pay for personal reasons. Such requests are to be made in writing to the Employer, and similarly will be responded to in writing together with the reasons if the request is to be refused. Approval shall not be unreasonably withheld. The Union recognizes the prime objective of the Employer is the delivery of educational training and services to students.

General leaves shall be for a maximum of one year unless exceptional circumstances warrant an extension. Employer-approved general leave(s) will be copied to the bargaining unit Chair.

**21.8 Special Leave for Other Religious, Spiritual and/or Cultural Observances**

Upon request, an employee will be granted up to 10 days per calendar year of leave without pay for the observance of established ethno-cultural or religious practices, or spiritual and/or cultural events not already acknowledged in this agreement. Employees must provide the Employer with two weeks' notice of the leave request. Such leave will not be unreasonably withheld.

**21.9 Release for NEC Committees**

An employee whose assigned work schedule would prevent them from attending meetings of a NEC committee to which they have been elected or appointed, will be released from their regular duties without loss of pay or other entitlements to attend such meeting(s).

**21.10 Inclement Weather**

(a) Inclement weather will not generally result in closure of NEC and employees are expected to be in attendance. If closure should occur, an announcement will be left on the voice mail greeting at NEC's main number.

(b) In such circumstances, regular employees shall receive payment for the regularly scheduled hours they would have worked had NEC been open.

- (c) Casual employees who report to work in such circumstances shall be entitled to a minimum of two hours' pay at their regular wage.
- (d) Casual employees who report to work and begin their shift prior to being notified of the closure shall be entitled to a minimum of four hours' pay.

### **21.11 Compassionate Care Leave**

An employee who is entitled to compassionate care leave of absence without pay of up to 27 weeks within a period of 52 weeks for the purpose of providing care or support to a gravely ill family member at risk of dying within 26 weeks. Notwithstanding Clause 12.3 (Loss of Seniority), there will be no interruption in the accrual of seniority or eligibility for benefits provided for under Article 19 (Health and Welfare).

## **ARTICLE 22 - BIRTH PARENT AND PARENTAL LEAVE**

### **22.1 Eligibility and Notification**

- (a) Employees are eligible for unpaid leaves of absence from employment subject to the conditions in this article.
- (b) Every employee who intends to take a leave of absence under this article will give at least four weeks' notice in writing to the Employer unless there is a valid reason why such notice cannot be given and will inform the Employer in writing of the length of leave to be taken.
- (c) Each employee who wishes to change the effective date or end date of approved leave will give four weeks' notice of such change unless there is a valid reason why such notice cannot be given.
- (d) An employee on leave will notify NEC of the date they will return to work four weeks prior to the expiration of the leave.

### **22.2 Birth Parent Leave**

- (a) The employee will be granted birth parent leave as requested for a period not longer than 17 consecutive weeks.
- (b) The birth parent leave shall commence not earlier than 13 weeks prior to the expected due date and end no later than 17 weeks after the leave begins. The commencement of leave will be modified for any period approved in writing by a duly qualified medical practitioner or registered midwife.
- (c) Prior to the commencement of birth parent leave, an employee may use regular sick leave to cover absence due to illness or injury arising from pregnancy.
- (d) Sick leave may be used by any pregnant employee, authorized by the receipt of a qualified medical practitioner's statement to the Employer, where there is a confirmed case of rubella or any other disease or condition in the place of employment which could be harmful to pregnancy as determined by the qualified medical practitioner's statement or report. They may use this leave until all danger from such disease or condition no longer exists.
- (e) An employee may be required to commence a birth parent leave where the duties of the employee cannot reasonably be performed because of the pregnancy and to continue the leave of absence until the employee provides a certificate from a qualified medical practitioner stating that they are able to perform their duties. However, before requiring an employee to take a leave of absence, the

Employer will accommodate the employee by providing alternate duties unless it would cause the Employer undue hardship.

(f) Upon the request of the employee, birth parent leave will be extended for up to an additional six weeks for health reasons where a qualified medical practitioner's certificate is presented.

### **22.3 Parental Leave**

(a) Upon written application an employee shall be granted parental leave without pay as requested, within the following parameters:

(1) in the case of a parent who takes birth parent leave, up to 61 consecutive weeks, commencing within the 78-week period following the birth of the child,

(2) in the case of a parent who does not take birth parent leave, up to 62 consecutive weeks, commencing within the 78-week period following the birth of the child,

(3) in the case of an adopting parent, up to 62 consecutive weeks, commencing within the 78-week period following the date the adopted child comes into the actual care and custody of the parent or within the two-week period preceding the date the adopted child comes into the actual care and custody of the parent.

(b) If the child suffers from a physical, psychological, or emotional condition, the employee is entitled to an additional period of parental leave of up to five weeks. The employee's qualified medical practitioner or the agency that placed the child must certify that such an additional period of parental leave is required.

### **22.4 Aggregate Leave**

An employee's combined entitlement to leave pursuant to Clause 22.2 (Birth Parent Leave) and 22.3 (Parental Leave) will not exceed 78 weeks, except as provided for under Clause 22.2 (Birth Parent Leave) and 22.3 (Parental Leave).

### **22.5 Proof of Birth or Adoption**

The employee shall, upon request, furnish proof of the birth or adoption of the child(ren).

### **22.6 Employment Protection**

(a) NEC may not terminate an employee on, birth parent or parental or adoption leave or change a condition of employment, without the employee's and Union's written consent.

(b) As soon as the, birth parent or parental leave ends, the employee will be returned to their former position.

### **22.7 Extension of Parental Leave**

Parental leave for a regular employees when granted for less than their full entitlement may be extended for an additional period, so long as the combined time of the original leave and the extension does not exceed their full entitlement. Benefit provisions under Clause 22.9 (Benefits Continuation) shall apply.

**22.8 Entitlements Upon Return to Work**

- (a) An employee who returns to work after the expiration of birth parent and/or parental leave shall retain the seniority the employee had accumulated prior to commencing the leave and shall be credited with seniority for the period of time covered by the leave(s).
- (b) Notwithstanding Clauses 17.2 (Vacation Entitlement), vacation entitlements and vacation pay for regular employees shall continue to accrue while an employee is on birth parent or parental leave for the duration of the leave.
- (c) In the case of birth parent leave, vacation earned pursuant to Clause 22.5 (b) may be carried over to the following vacation year, notwithstanding Clause 17.10(a) (Vacation Credits Upon Termination/Death).

**22.9 Benefits Continuation**

- (a) When an employee is on birth parent or parental leave, employment is considered continuous for the purposes of calculating annual vacations, seniority and severance, as well for pension, medical or other plans of benefits to the employee.
- (b) The Employer will continue to make payments to all Health and Welfare plans unless the employee chooses not to continue with their share of the cost of a plan.
- (c) The employee is entitled to all increases in wages and benefits which the employee would have received if not on leave.

**ARTICLE 23 - SAFETY & HEALTH****23.1 Conditions**

Regulations made pursuant to the *Workers Compensation Act* or any other statute of the Province of British Columbia pertaining to the working environment, including without limitation the *Occupational Health and Safety Regulation*, shall be fully complied with.

**23.2 Joint Occupational Health and Safety Committee**

- (a) The Employer and the Union will maintain a Joint Occupational Health and Safety Committee composed of an equal number of worker representatives appointed by the Union and employer representatives appointed by the Employer. A worker co-chair will be elected from the worker representatives on the Committee and the employer co-chair will be appointed by the Employer.
- (b) The Committee will meet at least once per month or at the call of either party to make recommendations to the NEC President or their designate on unsafe, hazardous or dangerous conditions with the aim of preventing and reducing risk of occupational injury or illness.
- (c) Worker representatives will be released from their regular duties to attend Committee meetings and perform related duties and functions as set out in section 130 of the *Workers Compensation Act*.
- (d) Worker representatives on the Committee will not suffer any loss of pay for the time spent to prepare for or attend a Committee meeting or for carrying out any functions or duties as a Committee member in accordance with the *Workers Compensation Act*. Worker representatives will be granted one hour to meet to prepare for each Committee meeting. Committee meetings will only occur during worker representatives' regular working hours.

(e) A copy of all minutes of the Joint Occupational Health and Safety Committee shall be forwarded to the Union, and the NEC President. Such minutes will be posted in NEC within seven days of each meeting.

### **23.3 Occupational First Aid Requirements**

(a) First Aid Regulations made pursuant to the *Workers Compensation Act* shall be fully complied with. Where the Employer requires employees to obtain or renew their Occupational First Aid Certificate, the cost shall be borne by the Employer and where applicable, leave to take the necessary courses shall be granted with pay. NEC shall make a reasonable effort to grant employees holding Occupational First Aid Level Certificates under this article leave with pay to attend conventions and local training sessions sponsored by the Occupational First Aid Attendants' Association of British Columbia and the Workers' Compensation Board.

(b) A monthly premium shall be paid to employees required to possess a certificate under this article. The amount of the premium shall be \$125 per month for an Occupational First Aid Certificate.

(c) The Union recognizes that should no qualified employee covered by this agreement be available, other employees of NEC may be designated for the purposes of this clause.

### **23.4 Unsafe Work Conditions**

(a) An employee may exercise their right to refuse to do unsafe work.

(b) An employee will not be subject to discrimination or discipline for refusing, in accordance with the Occupational Health and Safety Regulation or *Workers Compensation Act*, to do unsafe work.

### **23.5 Injury Pay Provision**

Employees who are injured on the job during working hours and are required to leave for treatment or are sent home for such injury shall receive payment for the remainder of their shift.

### **23.6 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. Transportation from the physician or hospital, either back to the worksite if the employee can return to work, or to the employee's home if the employee cannot return to work, shall be at the expense of the Employer.

### **23.7 Health and Safety Courses**

(a) A worker representative will be entitled to annual employer-paid leave of eight hours, or a longer period if prescribed by regulation, to attend union-designated occupational health and safety training courses. Wherever possible, this training will be provided during normal working hours, at no loss in salary or benefits to committee members. If the training falls on the worker representative's regular time off, the worker representative will be compensated at straight-time rates for all hours while attending the training.

(b) Where a worker representative is appointed to serve on the Committee for the first time, the Employer will provide that representative with one day of paid education leave during the first six months in which they serve on the Committee for the purposes of attending union-designated committee orientation training. Wherever possible, this training will be provided during normal working hours, at no loss in salary or benefits to committee members. If the training falls on the worker

representative's regular time off, the worker representative will be compensated at straight-time rates for all hours while attending the training.

### 23.8 Shift Workers

Upon request, the Employer will allow an afternoon or evening shift employee to leave the workstation at a mutually convenient time to move the employee's automobile closer to an elevator or building exit.

### 23.9 Indemnity

(a) *Civil Actions* - The Employer shall pay any judgement, including reasonable legal costs, obtained against the employee relating to the employee's course of employment without the right to recover such costs from the employee unless the conduct of the employee constituted gross or wilful negligence. If the conduct of the employee constitutes gross or wilful negligence, the Employer shall not be liable for any costs associated with the employee's conduct and the employee shall indemnify the Employer for any and all costs it may incur as a result of the employee's gross or wilful negligence.

If the employee chooses to appeal the original judicial decision they shall be solely liable for all legal costs associated with that appeal unless the Employer consents in writing to the employee that it shall support the appeal and pay all reasonable legal costs associated with the appeal on behalf of the employee. The Employer's consent is solely within the Employer's discretion.

(b) *Criminal Action* - The Employer shall pay the reasonable legal fees of the employee incurred in the defence of a criminal charge if the employee was acting properly within the course of their employment and was acquitted of the charges.

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

(d) In order that the above provision(s) shall be binding upon the Employer, the employee shall notify the Employer, in writing, within one business day of them having notice of any incident or course of events which may lead to legal action against them relating to the employee's employment with the Employer, and the intention or knowledge of such possible legal action is evident by any of the following circumstances:

- (1) when the employee is first approached by any person(s) or organization notifying them of intended legal action against them;
- (2) when the employee themselves requires or retains legal counsel in regard to any 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 any information becomes known to the employee in light of which it is a reasonable assumption that the employee would conclude that they might be the object of a legal action; or
- (5) when an employee receives notice of any legal proceeding of any nature or kind which may in any way be related to the employee's employment with the Employer.



**23.10 Health and Safety Training**

Regular employees and casual employees in posted positions shall participate in a health and safety training session once in a year. The training program offered by the Employer must be approved by the Joint Occupational Health and Safety Committee prior to such training commencing. Training will be provided during normal work hours and employees will suffer no loss of pay or benefits.

**23.11 Communicable Diseases**

(a) The Employer and the Union share a desire to prevent the acquisition and transmission of communicable diseases in the workplace.

(b) The Employer will, in consultation with the Joint Occupational Health and Safety Committee, develop and implement measures necessary for the establishment of a work environment in which acquisition and transmission of communicable diseases is prevented. Measures will include but are not limited to; education, hygiene, protective equipment/apparel, preventative protocols and post-exposure protocols.

**23.12 Workplace Violence**

(a) NEC employees on any campus may be at risk of physical violence, threatening statements or behaviours from students, persons with business at NEC, or the public.

(b) NEC agrees that:

(1) employees shall receive training in the recognition and management of such incidents;

(2) applicable physical and procedural measures to protect employees shall be implemented;

(3) employees who are victims of violence shall receive immediate critical incident stress debriefing and post traumatic counselling. Leave required to attend such debriefing or counselling sessions will be without loss of regular pay;

(4) at the request of an employee who may be exposed to violence, or physical or verbal aggression, the parties will meet as soon as possible to determine remedies up to and including transfer. The parties will make every reasonable effort to find a remedy. Once the remedy is agreed it will be implemented within 10 days;

(5) where repeated incidents of violence occur, including physical or verbal aggression, the Joint Occupational Health and Safety Committee, after review of the circumstances, may request a review by WorkSafeBC;

(6) where an employee has experienced a critical incident related to their work responsibilities, the Employer will assist the employee to obtain WorkSafeBC counselling and such other support as may be reasonably available; and

(7) an employee in need of assistance may call the WorkSafeBC Critical Incident Response (CIR) Program. The Employer will post the current CIR Program phone contact information at all worksites.

**23.13 Mental Health First Aid**

At the request of the Joint Occupational Health and Safety Committee, the Employer will arrange the provision of education and training in mental health first aid for all worker representatives on the

Committee, stewards and union members of the Joint Labour/Management Committee. The course will be provided at the Employer's expense and participants will be given leave to attend with full pay, benefits and without loss of seniority.

### **23.14 Strain injury Prevention**

(a) The Joint Occupational Health and Safety Committee will, in the performance of regular worksite inspections, identify musculoskeletal strain injury or illness risk factors.

(b) Where new equipment will be introduced to the workplace, or during the design and planning stages of new or renovated workplaces or workstations, the Employer will seek appropriate advice with respect to the risk factors noted in (a) above. The Employer will seek such advice from resources that will include the Joint Occupational Health and Safety Committee.

### **23.15 Investigation of Accidents/Incidents**

(a) All serious accidents/incidents will be jointly investigated by at least one worker representative and one employer representative. This will include motor vehicle incidents and incidents that did not involve an injury to a worker, or involved only minor injury not requiring medical treatment, but had the potential for causing serious injury to a worker.

(b) The designated worker representative will be released from their regular duties to participate in the investigation without loss of pay. Where the investigation is scheduled outside the worker representative's regular hours, they will be paid at the applicable rate of pay.

(c) In the event of a fatality the Employer will immediately notify the Union President or their designate of the nature and circumstances of the accident and arrange as soon as possible for an investigation pursuant to (a) above. Time spent in incident investigation will be considered time worked based on the employee's classification in effect at the time of the investigation.

## **ARTICLE 24 - WORK CLOTHING**

(a) The Employer will supply protective clothing supplies as required by WorkSafeBC. The Employer will maintain and replace such supplies and tools as required.

(b) An employee who is required either by the Employer or WorkSafeBC Regulations to wear safety footwear will be reimbursed by the Employer up to a maximum of \$200 per calendar year.

## **ARTICLE 25 - ADJUSTMENT PLAN**

(a) If the Employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees,

(1) the Employer will provide the Union with a minimum of 60 days' notice before the date on which the measure, policy, practice or change is to be effected; and

(2) after notice has been given, the Employer and the Union will meet to develop an adjustment plan.

(b) If, after the meeting in accordance with (b), the parties agree to an adjustment plan, it is enforceable as if it were part of the collective agreement between the Employer and the Union.

(c) Article 25 (Adjustment Plan) does not apply to the termination of employment of employees exempted by Section 65 of the *Employment Standards Act* and from the application of Section 64 of that Act.

## ARTICLE 26 - PROMOTIONS AND STAFF CHANGES

### 26.1 Job Postings

(a) When a new position is created within the bargaining unit, the Employer will post notice of the position in a manner so that all employees will know about the new position for a minimum of one week. The Employer will email the notice to all employees on the same day it is posted. A copy of the job posting will be forwarded to the Union and to the bargaining unit Chair.

(b) When a vacancy occurs that the Employer intends to fill, it will be posted as outlined in (a) above, except in the cases of temporary vacancies, which will be filled as follows:

(1) Regular employees in the same department and/or work area who meet the minimum qualifications will be given the first consideration in filling the position in a substitution pay situation, without posting. Such substitution opportunities will be offered in order of seniority. Where required, the Employer will arrange for staff replacements at the lowest paying category.

(2) If the temporary vacancy is not filled by a regular employee in the same department and/or work area it will be posted, clearly stating that should any other regular employee be selected to fill the position, it will be on a substitution pay basis.

(c) Temporary vacancies or new positions not exceeding 30 calendar days may be filled by a casual employee without posting, provided that the provisions of (b)(1) above have been fully exhausted. Extension of this 30 day period must receive prior approval of the Union in writing.

(d) Regular employees who have passed their initial probation period and who are successful in applying to full-time or part-time temporary positions that represent a promotion or lateral move will have their former position protected.

(e) The provisions of Clauses 13.7 (Recall Rights and Procedures) and 13.8 (Recall from Layoff Without Posting) will take precedence over the terms of this article.

(f) In the case of a selection where there is no candidate with the minimum required knowledge, abilities and skills, NEC has the sole discretion to offer the position to the most qualified candidate. A selection implemented under this clause will not result in a reduction in salary to the employee.

(g) An offer made pursuant to paragraph (f) will be contingent on the Union being advised of the name of the candidate, the selection in question, pay level, and the assigned period of time the candidate has to acquire the minimum skills for the position. The assigned period of time the candidate has been given to acquire the minimum skills will not be extended. This clause will not apply to external candidates.

### 26.2 Information in Postings

(a) All job postings shall contain the following information: title of the position, position summary, preferred qualifications, days and hours of work, salary of position and location. All job postings shall state: "*NEC encourages applications from members of equity-seeking groups.*"

(b) Notwithstanding the above, NEC reserves the right to utilize, at its discretion in appropriate circumstances, the exemption contained in Section 41 of the BC *Human Rights Code* which allows NEC, operating as a non-profit educational facility, the ability to grant a preference of employment to Indigenous people.

### **26.3 Appointment Policy**

(a) Positions shall be awarded on the basis of qualifications as determined by the Employer. The factors used to determine qualifications shall be education, skills, knowledge, and service seniority.

(b) In the event that qualifications of two or more applicants for a position are relatively equal, the position shall be awarded to the applicant with the greater seniority in the bargaining unit.

### **26.4 Job Stability**

(a) Notwithstanding Clause 26.11 (Probationary Period), regular employees shall not be eligible to apply for another regular posted position within their initial probation period, except by mutual agreement of the parties.

(b) Notwithstanding, Clause 26.12 (Trial Period) employees shall not be eligible to apply for another posted position within their trial period unless the posted position constitutes a promotion or results in a change from casual to regular status. The provisions of this clause may be waived by mutual agreement of the parties.

### **26.5 Selection Panels**

Selection panels for posted positions within the bargaining unit shall be convened by the Employer. The Employer may choose not to convene a selection panel if only one candidate is being considered.

### **26.6 Local Union Observer**

Any candidate for a posted position within the bargaining unit may request an observer to be present during the selection process. The President of the Union or designate may sit as an observer on selection panels for posted positions within the bargaining unit. The observer shall be a disinterested party.

### **26.7 Notification to Employee and Union**

(a) Within five working days of the date of appointment to a vacant position within the bargaining unit, the name of the successful applicant shall be sent to each applicant from within the bargaining unit. Upon request, unsuccessful applicants from within the bargaining unit shall be given, in writing, the reasons why they were unsuccessful.

(b) The Union shall be notified of all appointments, hiring, layoffs, transfers, recalls and terminations of employment within five working days.

### **26.8 Right to Grieve**

Where employees feel they have been aggrieved by any decision of the Employer related to promotion, demotion or transfer, the employees may grieve the decision at Step 2 of the grievance procedure in Article 10 (Grievances) of this agreement within 30 days of being notified of the results of the Selection Panel. Where a grievance has been filed no permanent transfers or placement shall take effect until the grievance has been resolved.

**26.9 Personnel File**

- (a) An employee, or the President of the Union or designate with the written authority of the employee, shall be entitled to review the employee's personnel file(s), both paper and, if applicable, electronic, 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 file(s).
- (b) Where it is not practical for the employee to review the file in the office in which it is kept, the Employer shall arrange to have the file delivered to an office nearer to the employee's worksite, to allow the review under the supervision of a person designated by the Employer.

**26.10 Transfer Without Posting**

The Employer and President of the Union or designate jointly have the authority to grant lateral transfers or voluntary demotions, to vacancies, without posting for:

- (a) compassionate or medical grounds to employees who have completed their probationary period; or
- (b) employees who have become incapacitated by illness or injury.

Such jurisdiction is not limited to initial placement but is retained for subsequent moves should it become necessary.

**26.11 Probationary Period**

- (a) All regular full-time employees shall be subject to a four-month probationary period. Regular part-time employees shall be subject to a probationary period of 84 working days.
- (b) The purpose of the probationary period is to allow the employee to demonstrate the requisite level of ability, conduct, interest, and skill to adequately fulfil the position requirements on a regular basis. It affords the employee an opportunity to assess their interest in the position and the particular work setting to which the employee has been assigned. All employees must be assessed by their supervisor during the probationary period. Feedback on progress or any problems must be recorded and communicated to the employee on a regular basis and a formal evaluation shall be provided to the employee at 63 working days and upon completion of the probationary period.

**26.12 Trial Period**

- (a) If an applicant is chosen from the bargaining unit to fill any vacancy, the applicant shall be placed on trial for a period of two months. Conditional on satisfactory service, the employee shall be confirmed in the position after that period.
- (b) In the event the successful applicant proves unsatisfactory in the position during the trial period, or the employee is unable to perform the duties of the new position, or the employee, at any time during the trial period, wishes to return to their former position, they shall be returned to their former position without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position without loss of seniority.
- (c) The trial period may be waived or extended up to a maximum of two additional months by mutual agreement between the Union and the Employer.

**26.13 Criminal Record Checks**

- (a) An employee who is hired for employment involving work with children or work with vulnerable adults will be required to complete and pass a criminal records check pursuant to the *Criminal Records*

*Review Act* in order to commence employment with NEC. An employee who does not work with children or vulnerable adults will not be required to complete and pass a criminal record check.

(b) The Employer shall pay the cost of the criminal record check. The Employer shall not discriminate against an employee or intended employee because of a criminal record check finding that is unrelated to the employment or intended employment of a person as stated under the *Human Rights Code*. The Employer further agrees to ensure the secure storage of criminal record checks and that access to said checks be restricted to a specified designate of the Employer.

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

### **27.1 Classification Plan**

(a) The Employer and the Union recognize the need to apply the principles of pay equity to evaluate jobs. The parties also agree to apply a job evaluation plan in accordance with those principles to all bargaining unit positions using gender-neutral plan factors and degrees.

(b) The Employer agrees to supply the President of the Union or their designate with the job evaluation plan and benchmarks/reference jobs for those classifications in the bargaining unit.

(c) The Employer agrees to supply the President of the Union or their designate with job descriptions for those classifications in the bargaining unit.

### **27.2 Changes to the Job Evaluation Plan and Benchmarks/Reference Jobs**

(a) The Employer agrees that no changes to the job evaluation plan and benchmarks/reference jobs once determined pertaining to positions covered by this agreement will be introduced without the mutual agreement of the parties.

(b) To facilitate the orderly change in the job evaluation plan, a Joint Technical Working Committee will be used. There will be equal representation of technical experts from the Employer and the Union on this committee and total membership will be not be more than two members from either side.

(c) The Committee shall formulate any necessary changes or new benchmarks/reference jobs in the job evaluation plan and shall make joint recommendations to the Bargaining Principals for ratification.

(d) When a new or substantially altered benchmark/reference job covered by this agreement is introduced, the factor ratings shall be subject to agreement between the Employer and the Union.

(e) Where the Joint Technical Working Committee is unable to agree to benchmark(s)/reference job(s) and/or agree on a factor rating, the matter may be referred to an agreed upon classification referee. The benchmark rating shall be effective on the date agreed to by the parties or the date set by the referee but, in any event, not earlier than the date of implementation.

### **27.3 Classification Appeal Procedure**

An employee shall have the right to appeal, through the Union, the classification of the position they occupy. Such an appeal shall be in accordance with the provisions of this clause and shall not be considered a grievance under Article 10 (Grievances) of this agreement.

(a) If an employee believes that the position they occupy is improperly classified, they shall complete and forward to their immediate supervisor and to the Union Part 1 of the Classification Appeal Form requesting a written job description describing duties and responsibilities, which shall be provided

within 30 days of the request. Such job descriptions shall be consistent with the employee's assigned duties.

(b) The employee and their immediate supervisor will review the job description and identify in writing any areas where the job description is not consistent with the assigned duties.

(c) If the employee believes that the position they occupy is improperly classified, the employee shall complete Part 2 of the Classification Appeal Form and forward it to the NEC President and CEO and the Union within 30 days of receipt of the written job description or when the response was due at Clause 27.3(a) or will be deemed to have been abandoned. The NEC President and CEO shall respond with a written classification rationale within 60 days of the receipt of such a request. The Union will be advised of the time and location of on-site interviews in order that a staff representative may attend. Differences between the employee and the supervisor respecting any areas in the job description not being consistent with the assigned duties may be clarified, and where possible, resolved at the "*on-site*" interview or telephone conference.

(d) If the above procedure does not lead to a satisfactory resolution, the Union may submit the matter to Step 2 of the grievance procedure by providing the Employer with written notification. Any such notification shall be transmitted within 60 days of receipt of the response from the Employer or when the response was due. The appeal shall be deemed abandoned in the event that the appeal is not submitted at Step 2 of the grievance procedure within the required time period.

#### **27.4 Effective Dates**

For appeals received after the date of signing of the agreement, the effective date of any resulting change in classification level shall be the first day of the biweekly pay period following the date of receipt by the employee of the written job description or when the response was due pursuant to Clause 27.3(a).

### **ARTICLE 28 - PERSONAL DUTIES**

Work not related to the business of NEC should not be performed on the Employer's time.

To this end, an employee will not be required to perform duties of a personal nature for supervisory personnel.

### **ARTICLE 29 - PAYMENT OF WAGES AND ALLOWANCES**

#### **29.1 Equal Pay**

The Employer shall not discriminate between employees by employing a person of any sex or gender identify or expression for any work at a rate of pay that is less than the rate of pay at which a person of another sex or gender identity or expression is employed for similar or substantially similar work.

#### **29.2 Paydays**

Employees shall be paid biweekly on alternate Fridays.

#### **29.3 Rates of Pay**

An employee shall be paid in accordance with the wage rates set out in Appendix A (Wage Rates) to this agreement.

**29.4 Substitution Pay**

When employees are designated by NEC to temporarily substitute in or perform the principal duties of a higher paying position, they shall receive the higher rate of pay for the position in which the employee is substituting.

**29.5 Rate of Pay on Promotion or Reclassification**

When an employee is promoted or reclassified to a higher paying position, the employee will receive the rate for that position.

**29.6 Pay on Temporary Assignment**

Regular employees temporarily assigned by the Employer to a position with a rate of pay lower than their regular rate of pay shall maintain their regular rate of pay.

**29.7 Vehicle Allowance**

A vehicle allowance for all distances travelled on NEC business shall be paid to employees required to use their own vehicles in the performance of their duties. The vehicle allowance shall be the maximum reasonable per-kilometre allowance allowed by the Canada Revenue Agency, as may be amended from time-to-time.

**29.8 Meal Allowance**

Employees on Travel Status shall be entitled to a meal allowance for the time spent away from NEC, at the following rates:

Breakfast	\$18
Lunch	\$20
Dinner	\$30

**29.9 Cashier Policy**

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

- (a) provided with further training as a cashier; or
- (b) provided retraining with a view to relocation in a more suitable position.

In the event Steps (a) and (b) above fail, the employee may be demoted and will be paid the rate for the new classification.

**29.10 Upgrading Qualifications**

- (a) Where the Employer requires employees to upgrade their skills or qualifications in order to operate or maintain new equipment, the cost of training, and normal living and travel expenses will be borne by the Employer.
- (b) Employer approved training during regular work hours, will be considered as time worked and the employee's regular rate of pay will be maintained throughout the training period. Seniority and vacation will also accrue.



**29.11 Overpayment of Salary and Allowance**

- (a) Where an error has resulted in an overpayment in an employee's basic salary, premium rates or allowances it may be rectified in total and retroactively for a period not to exceed one year from the date on which the error was discovered.
- (b) The employee shall be provided with one month's notice of the Employer's intent to recover any excess payment. The notice shall specify the amount, period and reason for the overpayment, and the method of repayment.
- (c) The rate of recovery shall not exceed the rate at which the overpayment was made and shall be discussed between the employee and their supervisor prior to being repaid. Maximum recovery rate shall not exceed 5% of an employee's basic biweekly salary.
- (d) This policy does not apply to claims for damages, etc., arising from alleged violations in the application or interpretation of the collective agreement.

**ARTICLE 30 - CASUAL EMPLOYEES****30.1 Appointment**

A casual employee shall receive, at least five working days prior to the employee's start date, a letter of employment clearly stating their employment status and expected duration of employment.

**30.2 Seniority**

- (a) The Employer will maintain a seniority list showing the date of first hire, last appointment date, present classification, and total days and hours worked. A copy of this list will be forwarded to the Union in February of each year, and will be effective as of December 31st the previous year.
- (b) A casual employee will accumulate service seniority equal to the number of days worked.
- (c) Casual employees who become regular will be credited with all service seniority accrued as a casual. For the purpose of vacation entitlement pursuant to Article 17 (Annual Vacations), casual employees who become regular will have the number of days worked considered as the length of continuous active service with the Employer.
- (d) After working an accumulated number of hours equivalent to 65 working days in a 12-month period immediately prior to a posting, casual employees will have such hours of service, from the first date of their employment, recognized for the purposes of applying as an internal applicant for a position. In the event the selection process requires a tiebreaker, the hours of service will be the determining factor.

**30.3 Loss of Seniority**

Casual employees shall lose their seniority in the event that:

- (a) they are discharged for just cause;
- (b) they voluntarily terminate or abandon their employment with NEC;
- (c) they are on layoff for more than 12 months; and

- (d) they turn down three consecutive jobs in which the duration and nature of the work is reasonably similar to that which they carried out prior to layoff.

**30.4 Layoff and Recall**

- (a) Layoff of casual employees shall be in reverse order of casual seniority.
- (b) Casual employees shall be recalled in order of service seniority provided the casual has the qualifications, ability and experience for the job which is available.

**30.5 Application of Agreement**

The provisions of Article 12 (Seniority), Article 13 (Layoff, Recall and Severance), 17 (Annual Vacation), Article 18 (Sick Leave), Article 19 (Health and Welfare), Article 21 (Special and Other Leave), Article 22 (Birth Parent and Parental Leave), and Article 25 (Adjustment Plan) of this agreement do not apply to casual employees. The provisions of the other articles apply to casual employees except as otherwise indicated.

**30.6 Annual Vacation**

Casual employees will be entitled to receive pay in lieu of annual vacation at the rate of 4% of their gross salary during the first five years of employment. After five consecutive years of employment, casual employees shall receive pay in lieu of annual vacation at the rate of 6% gross salary.

**30.7 Paid Holidays**

Casual employees who work the day before and the day after a designated paid holiday, or who have worked 15 of the previous 30 days, shall be paid for the holiday and entitled to the provisions of Article 16 (Paid Holidays).

**30.8 NEC Study Benefits**

A current casual employee with one or more years of full-time equivalent service seniority (261 days) shall be entitled to take one NEC course per semester, without payment of the tuition fee, outside the employee's normal working hours.

**30.9 Instructors' Non-Contact Time**

Casual instructors will be entitled to one hour per week of non-contact time for every six hours' instructional time, prorated for shorter periods of instructional time.

**ARTICLE 31 - DOMESTIC OR SEXUAL VIOLENCE****31.1 Exception to Entitlements**

Entitlements to accommodation and leave in this article will not apply with respect to domestic violence or sexual violence committed by the employee.

**31.2 Place of Work Accommodation**

- (a) If an employee or the employee's minor child has experienced domestic violence or sexual violence, and as a result the employee needs to work at a place of work other than where the Employer has assigned the employee, the Employer will accommodate the employee's need unless it would cause the Employer undue hardship.

(b) The Employer may require an employee who needs accommodation under Clause 31.2(a) to provide evidence reasonable in the circumstances that the employee needs accommodation.

### **31.3 Hours of Work Accommodation**

(a) If an employee or the employee's minor child has experienced domestic violence or sexual violence, and as a result the employee needs fewer hours of work or needs to work at different times than the Employer has assigned the employee, the Employer will accommodate the employee's need unless it would cause the Employer undue hardship.

(b) The Employer may require an employee who needs accommodation under Clause 31.3(a) to provide evidence reasonable in the circumstances that the employee needs accommodation.

### **31.4 Domestic Violence Leave**

(a) An employee will be entitled to a leave of absence of a reasonable duration if the employee or the employee's minor child experienced domestic violence or sexual violence.

(b) An employee will only be entitled to a leave of absence under Clause 31.4(a) if the employee uses the leave of absence for one or more of the following purposes:

(1) to seek medical attention for the employee or the employee's minor child in respect of a physical or psychological injury or disability caused by the violence; or

(2) to obtain services for the employee or the employee's minor child in respect of the violence from a victim services organization, domestic violence shelter, rape crisis centre, sexual assault centre or other social services program or community agency; or

(3) to obtain psychological or other professional counselling for the employee or the employee's minor child in respect of the violence; or

(4) to relocate temporarily or permanently for the purpose of making future violence against the employee or the employee's minor child less likely; or

(5) to seek legal or law enforcement assistance for the employee or the employee's minor child, including preparing for or participating in any civil, criminal or administrative proceeding related to or resulting from the violence.

(c) If an employee has a physical or psychological injury or disability caused by the violence that requires accommodation or work absence, the employee will follow the process outside this article that would apply to any injured or disabled employee under this collective agreement.

(d) The first three days of leave taken under Clause 31.4 (Domestic Violence Leave) will be paid leave. Leave taken under Clause 31.4 (Domestic Violence Leave) beyond three days will be unpaid.

(e) If the employee is a casual employee, the employee's daily hours for each day in Clause 31.4 (Domestic Violence Leave) will be the total hours paid to the employee in the 12 weeks immediately before the day on which the employee began the leave(s) of absence under this clause, divided by 60.

(f) An employee who wishes to take leave under this section will advise the Employer in writing that the employee will be doing so. If the employee must begin the leave before advising the Employer, the employee will advise the Employer of the leave in writing as soon as possible after beginning it.

- (g) The Employer may require an employee who takes a leave under this section to provide evidence reasonable in the circumstances that the employee is entitled to the leave.

## **ARTICLE 32 - HARASSMENT**

### **32.1 Sexual Harassment**

NEC, in cooperation with the Union, will promote a work environment that is free from sexual harassment where all employees are treated with respect and dignity.

Sexual harassment is one form of discrimination and is defined as any unwelcome comment or conduct of a sexual nature that may detrimentally affect the work environment or lead to adverse job-related consequences for the victim of the harassment. Prohibited conduct may be verbal, non-verbal, physical, deliberate or unintended, unsolicited or unwelcome, as determined by a reasonable person. It may be one incident or a series of incidents depending on the context.

Sexual harassment does not include actions occasioned through exercising in good faith the Employer's managerial/supervisory rights and responsibilities.

Protection against harassment extends to incidents occurring at or away from the workplace during or outside working hours provided the acts are committed within the course of the employment relationship.

Examples of sexual harassment include but are not limited to:

- a person in authority asking an employee for sexual favours in return for being hired or receiving promotions or other employment benefits;
- sexual advances with actual or implied work-related consequences;
- unwelcome remarks, questions, jokes or innuendo of a sexual nature, including sexist comments or sexual invitations;
- verbal abuse, intimidation, or threats of a sexual nature;
- leering, staring or making sexual gestures;
- display of pornographic or other sexual materials;
- offensive pictures, graffiti, cartoons or sayings;
- unwanted physical contact such as touching, patting, pinching, hugging; and
- physical assault of a sexual nature.

This definition of sexual harassment is not meant to inhibit interactions or relationships based on mutual consent or normal social contact between employees.

### **32.2 Personal Harassment Based Upon Discriminatory Grounds**

- (a) Personal harassment based upon discriminatory grounds means verbal or physical behaviour that is discriminatory in nature, based upon another person's race, colour, ancestry, place of origin, political beliefs, religion, marital status, family status, physical or mental disability, sex, age, sexual orientation or gender identity or expression. It is discriminatory behaviour, which would be considered reasonable to create an intimidating, humiliating or hostile work or learning environment and serves no legitimate, work-related purpose. To constitute harassment, behaviour may be repeated or persistent, or may be a single serious incident.

Such behaviour could include, but is not limited to:

- (1) physical threats or intimidation;
- (2) words, gestures, actions or practical jokes, the natural consequence of which is to humiliate, alarm or abuse another person; and
- (3) distribution or display of offensive pictures or materials.

### **32.3 Inappropriate Personal Conduct**

(a) Inappropriate conduct means objectionable verbal, psychological or physical behaviour that is non-discriminatory in nature, directed at a person or specific group of people, that an individual would reasonably conclude causes substantial distress or results in humiliation or intimidation in that person or group of people and serves no legitimate work-related purpose. Improper personal conduct does not include action occasioned through the exercise, in good faith, of the Employer's managerial/supervisory rights and responsibilities. Such objectionable behaviour could include but is not limited to:

- (1) words, gestures, actions or practical jokes, the natural consequence of which is to humiliate, ridicule, insult or degrade and which creates an intimidating or offensive environment;
- (2) physical threats or intimidation;
- (3) distribution or display of offensive pictures or materials; and
- (4) psychological harassment.

(b) Behaviour may be repeated or persistent or may be a single serious incident.

### **32.4 Sexual Harassment, Personal Harassment Based Upon Discriminatory Grounds and Inappropriate Personal Conduct Complaint Procedures**

(a) A complaint of sexual harassment, personal harassment based upon discriminatory grounds or inappropriate personal conduct is not a grievance. A complainant must follow this complaint process, except in the case of a complaint of sexual harassment or personal harassment based on discriminatory grounds, where a complainant may follow this process or make a complaint to the BC Human Rights Tribunal. An employee will not be entitled to duplication of process.

(b) The Employer may discipline an employee who files a written complaint that would be seen by a reasonable person to be frivolous, vindictive or vexatious.

(c) Any action taken by the Employer in implementing or as a result of the complaint process may be grieved, except as per (k) below.

(d) All persons involved in the handling of a sexual harassment, personal harassment or inappropriate personal conduct complaint shall hold in the strictest confidence all information of which they become aware; however, that various officials of the constituent group(s) and the Employer will be made aware of all or part of the proceedings on a "need to know" basis.

(e) A complainant or respondent who is a union member will have the right to union representation throughout the complaint process.

(f) Before proceeding to the formal complaint mechanism an employee who believes they have a complaint under this article may approach their supervisory personnel, union steward, or other contact

person to discuss potential means of resolving a complaint and to request assistance in resolving the matter. If the matter is resolved to the Complainant's satisfaction the matter is deemed to be resolved.

(g) If the matter is not resolved to the Complainant's satisfaction, then the Complainant will approach the first excluded level of management not involved in the matter, for assistance in resolving the issue within six months of the alleged occurrence. The manager will investigate the allegation and take steps to resolve the concern as appropriate within 30 days of the issue being raised by the Complainant. The manager will discuss the proposed resolution with the Complainant. Where the first excluded level of management is the respondent, the Complainant shall approach the respondent's supervisor.

(h) If the proposed resolution is not acceptable, the Complainant may refer the matter through the Union in writing to the next management level of exclusion, or where no such level exists, the designated member of the Board of Directors, within 30 days of receiving the manager's response or when the response was due.

A written complaint shall specify the details of the allegation(s) including:

- name and title of the Respondent;
- a description of the action(s), conduct, events or circumstances involved in the complaint;
- the specific remedy sought to satisfy the complaint;
- date(s) of incidents;
- name(s) of witnesses (if any); and
- prior attempts to resolve (if any).

(i) The NEC President, or the designated member of the Board of Directors, as appropriate, will acknowledge, in writing, receipt of the Union's notice and will have the matter investigated and will take such steps as may be required to resolve the matter. The Union and the employees involved shall be advised in writing of the proposed resolution within 30 days of providing notice to the President or designated member of the Board of Directors, as appropriate, or such later date as may be mutually agreed by NEC and the Union.

(j) Where either party to the proceedings is not satisfied with the proposed resolution under (i) above, or where no response under (i) above is provided within the specified timeframe, the complaint will be put before an arbitrator. The Arbitrator has the remedial powers of an arbitration board under Section 89 of the *Labour Relations Code* and shall have the right to:

- (1) dismiss the complaint,
- (2) determine the appropriate level of discipline to be applied to the offender when the offender is within the bargaining unit, and
- (3) make a further order as is necessary to provide a final and conclusive settlement of the complaint.

The parties will equally share the Arbitrator's fees and expenses.

(k) Any action taken by the Employer, including discipline, which is consistent with the findings of fact of the Arbitrator shall be considered by all parties to be determinative of the complaint and shall not form the basis of a grievance.

- (l) If the Arbitrator determines that sexual harassment, personal harassment based upon discriminatory grounds, or inappropriate personal conduct has occurred, the Employer must document the personnel file of the Respondent accordingly.
- (m) Pending the determination of the complaint, NEC may take interim measures to separate the employees concerned, if deemed necessary. Any such action taken under this section will not be deemed disciplinary in nature, or seen as presumption of guilt or innocence.
- (n) The Complainant will not be reassigned without their agreement.

### **32.5 Anti-Bullying**

- (a) The Employer and Union support the rights of all people to work in an environment free from bullying. Everyone will always adhere to acceptable conduct by respecting the rights and feelings of others and by refraining from any behaviour that might be harmful to others.
- (b) Bullying is verbal or physical conduct that over a period, continuously and systematically:
  - (1) intimidates, shows hostility, threatens and offends others;
  - (2) interferes with a worker's performance; or
  - (3) otherwise adversely affects others.
- (c) An employee who wishes to pursue a concern arising from alleged bullying may submit a complaint in writing, within 15 days of the latest alleged occurrence, through the Union or directly to the first excluded level of management not involved in the matter. Where the first excluded level of management is the respondent, the Complainant will approach the respondent's supervisor. Complaints of this nature will be treated in strict confidence by the employees involved, the Union and the Employer.
- (d) Where appropriate in the circumstances, the Employer will make immediate defusing and/or debriefing by qualified practitioners available to all affected employees at no cost to the employees.
- (e) The parties will make every reasonable effort to find a remedy. Once the remedy is agreed, it will be implemented within 15 days.
- (f) An employee in need of assistance may call the WorkSafeBC Critical Incident Response (CIR) Program. The Employer will post the current CIR Program phone contact information in the workplace.

## **ARTICLE 33 - TERM OF AGREEMENT**

### **33.1 Duration**

This agreement will be binding and remain in effect to midnight, on June 30, 2021. Thereafter, the agreement shall continue in full force and effect subject to the right of either party to serve notice to commence bargaining as provided for in the *Labour Relations Code*.

### **33.2 Notice to Bargain**

- (a) This agreement may be opened for collective bargaining by either party on or after March 1, 2021, but in any event, not later than midnight, April 2, 2021.

(b) Where no notice is given by either party prior to by midnight on April 2, 2021, both parties shall be deemed to have given notice under this clause on April 2, 2021 and thereupon Clause 33.3 (Commencement of Bargaining) of this agreement applies.

(c) All notices on behalf of the Union shall be given by the President or designate of the Union and similar notice on behalf of the Employer shall be given by the Chair of the NEC Board or designate.

### **33.3 Commencement of Bargaining**

Where a party to this agreement has given notice under Clause 33.2 (Notice to Bargain), the parties shall, within 10 days after the notice was given, commence collective bargaining.

### **33.4 Changes in Agreement**

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

### **33.5 Agreement to Continue in Force**

Both parties shall adhere fully to the terms of this agreement during the period of bona fide collective bargaining wherein the agreement shall remain in full force and effect.

### **33.6 Effective Date of Agreement**

Except where otherwise specified, the provisions of this agreement shall be in effect from the date of ratification.


### **33.7 Excluded Subsections of Labour Relations Code**


The operation of subsections 50(2) & and 50(3) of the *Labour Relations Code* of British Columbia is excluded.





**SIGNED ON BEHALF OF  
THE UNION:**


**SIGNED ON BEHALF OF  
THE EMPLOYER:**


DocuSigned by:  
  
6B01B307B8FF40D...  
Stephanie Smith  
President

DocuSigned by:  
  
E63ED2E5F287403...  
Tammy Harkey  
President

DocuSigned by:  
  
F8D5A17B183C444...  
Sue Arnault  
Bargaining Committee

DocuSigned by:  
  
CC9902D93E7F4C6...  
Nancy Xue  
Director of Finance

DocuSigned by:  
  
EAD26F0DE02345B...  
Etovre Vese  
Bargaining Committee

DocuSigned by:  
  
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Ryan Stewart  
Staff Representative

Dated: May 26, 2021

**APPENDIX A**  
**Wage Rates**

Non-Instructional Hourly Wage Rates

Classification	July 1, 2019*	July 1, 2020*
	2%	2%
Librarian	\$28.72	\$29.30
Assistant Librarian	\$21.82	\$22.25
Associate Registrar	\$28.72	\$29.30
Student Advisor	\$25.99	\$26.51
Admissions Advisor/Fin. Aid	\$23.87	\$24.35
Admissions Clerk**	\$21.49	\$21.92
Administrative Assistant 1	\$25.08	\$25.58
Administrative Assistant 2	\$21.49	\$21.92
Receptionist	\$19.03	\$19.41
Project Coordinator	\$28.13	\$28.69
Cultural Coordinator	\$28.13	\$28.69
Recruitment/Placement Coordinator	\$28.13	\$28.69
Recruiting Specialist	\$21.93	\$22.37
Marketing Specialist	\$28.13	\$28.69
Counsellor	\$32.42	\$33.06
Associate Dean of Educational Outreach	\$31.50	\$32.13
Associate Dean of Curriculum	\$31.50	\$32.13
Continuing Education Coordinator	\$28.13	\$28.69
Family Violence Resource Coordinator	\$36.02	\$36.74
Network Administrator	\$28.57	\$29.14
Building Manager	\$28.13	\$28.69
Building Service Worker	\$20.10	\$20.51
Security/Janitorial	\$15.81	\$16.13
Food Service Manager		\$24.00
Food Service Worker	\$19.03	\$19.41

\*Retroactive: Retroactive payment for wage increases will be provided to all employees at time of ratification, including employees on leave. Retroactive pay will also be provided to employees who are not current active employees at time of ratification but who worked for the Employer and were part of the bargaining unit at any time between July 1, 2019 and the date of ratification, and are entitled to recall.

\*\* Admissions Clerk rates include classification-specific adjustments (in excess of 2%) on July 1, 2019 and July 1, 2020

*Instructional Hourly Wage Rates*

\*Retroactive: Retroactive payment for wage increases will be provided to all employees at time of ratification, including employees on leave. Retroactive pay will also be provided to employees who are not current active employees at time of ratification but who worked for the Employer and were part of the bargaining unit at any time between July 1, 2019 and the date of ratification, and are entitled to recall.

Classification	July 1, 2019*	July 1, 2020*
	2%	2%
Instructional Assistant	\$23.04	\$23.50
Literacy Coordinator/Specialist	\$26.53	\$27.06
Regular Instructor	\$26.53	\$27.06
Coordinator/Instructor	\$29.74	\$30.34
Program Manager	\$33.76	\$34.44

## Casual Instructor Hourly Wage Rate

Classification	July 1, 2019*	July 1, 2020*
	2%	2%
Casual Instructor	31.89	32.53

\*Retroactive: Retroactive payment for wage increases will be provided to all employees at time of ratification, including employees on leave. Retroactive pay will also be provided to employees who are not current active employees at time of ratification but who worked for the Employer and were part of the bargaining unit at any time between July 1, 2019 and the date of ratification, and are entitled to recall.

## Signing Bonus:

## Regular Employees:

All employees who are regular as of the date of ratification and who are currently active employees will receive a one-time payment of \$1,000.00.

Employees who are regular and currently on long-term disability will be entitled to the one-time payment noted above, upon their return to work, provided they return to work prior to April 1, 2021.

## Casual Employees:

All casual employees as of the date of ratification and who are currently active employees will receive a one-time payment of \$500.00.

**LETTER OF UNDERSTANDING 1**  
**Exclusions**

The following positions are excluded from the bargaining unit to which this agreement applies:

- Director of Finance
- Director of Development
- Finance Officer
- President
- Dean of Student Services
- Executive Assistant

- Senior Accountant
- Dean of Academics
- Finance Assistant
- Vice-President, Operations

**LETTER OF UNDERSTANDING 2**  
**Outreach Personnel**

Outreach personnel working within Metro Vancouver are members of the bargaining unit and will receive the appropriate rate as per Appendix A (Wage Rates) of this agreement, or a higher rate as agreed by the parties if external funding allows.

Outreach personnel working outside of Metro Vancouver are not members of the bargaining unit.

**LETTER OF UNDERSTANDING 3**  
**Job Sharing**

If an employee requests a job-sharing arrangement, the Joint Labour/Management Committee will meet and develop guidelines for job sharing using the collective agreement between Douglas College and BCGEU as a template.

**LETTER OF UNDERSTANDING 4**  
**Article 27 - (Classification and Reclassification)**

The provisions of Article 27 (Classification and Reclassification) will be suspended for the duration of the collective agreement, unless third party funding is especially provided for the parties' implementation of Article 27 (Classification and Reclassification). For greater certainty, the implementation of Article 27 (Classification and Reclassification) shall be limited to, and as permitted by, available third party funding.

While the provisions of Article 27 are suspended, the following will apply:

- (a) Where a new or substantially altered job classification covered by this agreement is introduced, the wage rate and job description shall be given to the Union prior to its implementation. Wage rates and job descriptions presented to the Union shall become the recognized rates and job descriptions unless the Union objects in writing within 30 days of presentation.
- (b) Where the Union objects in writing, it shall provide specific details of its objections, which shall be limited to whether:
  - (1) the job description accurately describes the type of duties and level of responsibilities;
  - (2) the job is properly remunerated in relation to the existing wage schedule; and
  - (3) any qualifications established for the job are relevant and reasonable.

(c) If the parties are unable to agree on any of the matters listed in (b) above within 10 days of the Union indicating its objection(s) or such other period of time as the parties may agree, then the Employer may implement the classification and attach a salary.

(d) The Union may then refer the matter within 30 days to an arbitrator agreed to by the parties who shall determine the resolution of the disputed matter(s) under (b) above.

(e) If the classification and/or wage rate established by the Employer for the new or changed position is revised as a result of negotiation or arbitration, then the revised classification and wage rate shall be effective from the date the position was established or changed.

**LETTER OF UNDERSTANDING 5**  
**Reading Break**

The parties agree to strike a committee to discuss the feasibility of scheduling a one-week paid break (Reading Break). The Committee will consist of equal number of appointees from the Employer and from the Union. Leave for attendance at committee meetings will be with pay.

**LETTER OF UNDERSTANDING 6**  
**Wage Reopener**

If the Employer obtains additional funding from the provincial government, the parties will negotiate additional wage increases with the express goal of achieving wage parity with comparable post-secondary institutions for all classifications (so long as the monies are not provided by the government for specific purposes that would preclude additional wage increases).

**MEMORANDUM OF AGREEMENT 1**  
**Modified Workweek Schedule for Building Manager**

In accordance with Clause 14.1(c), the parties agree that Ron Wallace, Building Manager, will work the following modified workweek schedule:

8.75 hours per day, four days per week

Either party may terminate this memorandum of agreement upon 30 days' written notice.

**MEMORANDUM OF AGREEMENT 2**  
**Pandemic-Related Absence**

The parties agree that the current pandemic presents unique challenges to certain employees, including casual employees who are not eligible for sick leave, weekly indemnity or other health and welfare benefits under this agreement, and those who must work onsite. The parties share a desire to minimize the impact of pandemic-related absences on employees and operations alike.

If an employee must be absent from work due to the pandemic, e.g. because they are required by a public health official to quarantine (self-isolate), the Employer will:

Allow the employee to work from home or otherwise accommodate the pandemic-related restriction to eliminate or reduce the employee's loss of earnings, unless it would cause undue hardship; and

At the employee's request, meet with the employee and a union representative to consider the employee's situation and whether additional work-related supports may be provided, including without limitation temporary paid sick leave for a casual employee or extended paid sick leave for a regular employee. The provision of any additional work-related supports will be at the sole discretion of the Employer and without prejudice or precedent, except that such discretion must be exercised reasonably, in good faith, and not in ways that are arbitrary or discriminatory.

This Memorandum will expire when the Provincial Health Officer announces that the COVID-19 pandemic has ended.

### MEMORANDUM OF AGREEMENT 3

#### Project-Funded Positions, Positions with Market Adjustments and Grand-Parented Employees' Hourly Wage Rates

Classification	July 1, 2019 2%*		July 1, 2020 2%*	
	Regular	Casual	Regular	Casual
Program Manager (Essential Skills for Culture and Knowledge)**			\$35.90	
Program Coordinator (Indigenous Land Stewardship)	\$35.70		\$36.41	
Instructor (Essential Skills for Culture and Knowledge)***			\$35.39	
Instructor (Health Care Assistant)****		\$38.76		\$39.54
Instructor (Indigenous Land Stewardship)*****				\$40.80
AABE Online Curriculum Developer				\$50.00
Career Launch Internship				\$20.00
Wellness Warrior Coordinator				\$31.78
IT Technical Support				\$25.48
Pandemic Navigator				\$35.00
Inga Kossoroukova*****	\$30.81		\$31.43	
Norine Braun*****		\$36.86		\$37.60

\*Retroactive: Retroactive payment for wage increases will be provided to all employees at time of ratification, including employees on leave. Retroactive pay will also be provided to employees who are not current active employees at time of ratification but who worked for the Employer and were part of the bargaining unit at any time between July 1, 2019 and the date of ratification, and are entitled to recall.

\*\* Rate effective October 2019 was \$35.20

\*\*\* Rate effective October 2019 was \$34.70

\*\*\*\* Market adjustment to address recruitment and retention concerns

\*\*\*\*\* Rate effective September 2019 when position created was \$40.00

\*\*\*\*\* Grand-parented employees to whom annual increases apply.

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