

**DRAFT**

**COLLECTIVE AGREEMENT**

**between the**

**NEC NATIVE EDUCATION COLLEGE**

**and the**

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

**Effective from July 1, 2014 to June 30, 2018**

**TABLE OF CONTENTS**

**DEFINITIONS.....1**

**ARTICLE 1 - PREAMBLE .....3**

    1.1 Purpose of Agreement..... 3

    1.2 Future Legislation ..... 3

    1.3 Conflict with Policies..... 3

    1.4 Gender and Singular Terms..... 3

    1.5 Human Rights Code ..... 3

    1.6 Employment Guidelines ..... 3

**ARTICLE 2 - UNION RECOGNITION AND RIGHTS .....4**

    2.1 Bargaining Unit Defined..... 4

    2.2 Bargaining Unit Recognized..... 4

    2.3 Correspondence..... 4

    2.4 No Other Agreement ..... 4

    2.5 No Discrimination for Union Activity ..... 4

    2.6 Recognition and Rights of Stewards ..... 4

    2.7 Bulletin Boards ..... 5

    2.8 Union Insignia ..... 5

    2.9 Right to Refuse to Cross Picket Lines ..... 5

    2.10 Time Off for Union Business..... 5

    2.11 Local Union Meetings ..... 6

    2.12 Union Storage ..... 6

**ARTICLE 3 - UNION SECURITY.....6**

    3.1 Union Security..... 6

    3.2 Contracting Out..... 6

**ARTICLE 4 - CHECK-OFF OF UNION DUES .....6**

**ARTICLE 5 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES .....7**

    5.1 New Employees ..... 7

    5.2 Notice to Bargaining Unit Chair..... 7

**ARTICLE 6 - EMPLOYER'S RIGHTS .....7**

**ARTICLE 7 - EMPLOYER-UNION RELATIONS.....8**

    7.1 Representation ..... 8

    7.2 Bargaining Committee..... 8

    7.3 Union Representation..... 8

    7.4 Technical Information..... 8

**ARTICLE 8 - LABOUR MANAGEMENT COMMITTEE .....8**

    8.1 Labour Management Committee..... 8

    8.2 Composition of Committee ..... 8

    8.3 Guidelines for Committee ..... 9

**ARTICLE 9 - GRIEVANCES .....9**

    9.1 Grievance Procedure ..... 9

    9.2 Step 1 – Verbal Grievances..... 9

    9.3 Time Limits to Present Initial Grievance ..... 10

    9.4 Step 2 – Written Grievance ..... 10

    9.5 Time Limit to Reply at Step 2..... 10

9.6	Time Limit to Submit to Arbitration .....	10
9.7	Failure to Act .....	11
9.8	Amending of Time Limits .....	11
9.9	Dismissal or Suspension Grievance .....	11
9.10	Deviation from Grievance Procedure .....	11
9.11	Policy Grievance.....	11
9.12	Technical Objections to Grievance.....	11
<b>ARTICLE 10 - ARBITRATION.....</b>		<b>11</b>
10.1	Notification .....	11
10.2	Appointment of the Arbitrator.....	12
10.3	Failure to Appoint .....	12
10.4	Procedure.....	12
10.5	Decision of Arbitration.....	12
10.6	Expenses of Arbitrator .....	12
10.7	Amending Time Limits .....	12
10.8	Investigator .....	12
10.9	Implementation of Investigator's Recommendations.....	12
10.10	Expedited Arbitration .....	13
<b>ARTICLE 11 - DISCHARGE, SUSPENSION AND DISCIPLINE.....</b>		<b>13</b>
11.1	Discipline Procedure .....	13
11.2	Access to Personnel Files.....	14
11.3	Right to Grieve .....	14
11.4	Dismissal and Suspension Grievance .....	14
11.5	Justice and Dignity .....	14
11.6	Burden of Proof.....	14
11.7	Right to Grieve Other Disciplinary Action .....	14
11.8	Performance Appraisal .....	15
<b>ARTICLE 12 - SENIORITY .....</b>		<b>15</b>
12.1	Seniority Defined .....	15
12.2	Seniority List.....	15
12.3	Loss of Seniority .....	15
12.4	Re-Employment .....	16
12.5	Seniority on Demotion.....	16
<b>ARTICLE 13 - LAYOFF, RECALL AND SEVERANCE .....</b>		<b>16</b>
13.1	Pre-Layoff Canvass .....	16
13.2	Layoffs May Occur .....	16
13.3	No Stacking of Entitlements .....	16
13.4	Layoff.....	16
13.5	Bumping Procedure .....	16
13.6	Advance Notice .....	17
13.7	Recall Rights and Procedure.....	17
13.8	Recall from Layoff Without Posting .....	18
13.9	Notice of Recall .....	18
13.10	Continuation of Benefits.....	18
13.11	Severance Pay .....	18

<b>ARTICLE 14 - HOURS OF WORK .....</b>	<b>19</b>
14.1 Standard Workweek .....	19
14.2 Standard Workday .....	19
14.3 Meal Periods .....	19
14.4 Scheduling of Hours .....	19
14.5 Clean-up Time .....	19
14.6 Rest Periods .....	19
14.7 Changes in Hours of Work - Work Schedules .....	20
14.8 Hours Free From Work .....	20
14.9 Split Shifts.....	20
<b>ARTICLE 15 - OVERTIME.....</b>	<b>20</b>
15.1 Definitions .....	20
15.2 Advance Approval .....	20
15.3 Overtime Entitlement.....	20
15.4 Overtime Compensation .....	21
15.5 Overtime Meal Allowance.....	21
15.6 No Layoff to Compensate for Overtime.....	21
15.7 Right to Refuse Overtime .....	21
15.8 Overtime for Part-Time Employees.....	21
15.9 Callout Provisions.....	21
15.10 Rest Interval .....	21
<b>ARTICLE 16 - PAID HOLIDAYS .....</b>	<b>21</b>
16.1 Paid Holidays.....	21
16.2 Holidays Falling on Saturday or Sunday .....	22
16.3 Holiday Falling on a Day of Rest .....	22
16.4 Holiday Falling on a Scheduled Workday.....	22
16.5 Holiday Coinciding with a Day of Vacation .....	22
16.6 Paid Holiday Pay.....	22
<b>ARTICLE 17 - ANNUAL VACATIONS.....</b>	<b>22</b>
17.1 Seniority and Vacation.....	22
17.2 Vacation Entitlement.....	23
17.3 Vacation Preference .....	23
17.4 New Employees .....	23
17.5 Scheduled Vacations.....	24
17.6 Vacation Pay.....	24
17.7 Approved Leave of Absence with Pay During Vacation .....	24
17.8 Callback on Vacation.....	24
17.9 Vacation Carryover .....	24
17.10 Vacation Credits Upon Termination/Death .....	24
<b>ARTICLE 18 - SICK LEAVE .....</b>	<b>25</b>
18.1 Sick Leave .....	25
18.2 Employee to Inform Employer .....	25
18.3 Sick Leave Form .....	25
18.4 Ineligible for Sick Leave.....	25
18.5 Medical and Dental Appointments .....	25
18.6 Weekly Indemnity.....	26
18.7 Entitlements Upon Return to Work .....	26

<b>ARTICLE 19 - HEALTH AND WELFARE.....</b>	<b>26</b>
19.1 Basic Medical Insurance .....	26
19.2 Extended Health Care Plan .....	26
19.3 Dental Plan .....	27
19.4 Group Life and Long-Term Disability.....	27
19.5 Pension Plan.....	27
19.6 Employee and Family Assistance Program .....	27
19.7 Appeals.....	27
19.8 Medical Examination .....	27
19.9 Legislative Changes .....	27
19.10 Benefit Coverage During Leave of Absence.....	28
19.11 Part-Time Employees.....	28
19.12 Health and Welfare Plan.....	28
<b>ARTICLE 20 - STAFF TRAINING AND DEVELOPMENT .....</b>	<b>28</b>
20.1 Education and Training .....	28
20.2 Educational Leave .....	28
20.3 Professional Training/Development Leave.....	29
20.4 Professional Development Days.....	29
<b>ARTICLE 21 - SPECIAL AND OTHER LEAVE .....</b>	<b>29</b>
21.1 Bereavement Leave .....	29
21.2 Full-time Union or Public Duties.....	30
21.3 Leave for Court Appearances .....	30
21.4 Elections .....	30
21.5 Family Responsibility Leave.....	30
21.6 General Leave .....	31
21.7 Special Leave for Other Religious, Spiritual and/or Cultural Observances.....	31
21.8 Leave of Absence for NEC Committees.....	31
21.9 Inclement Weather.....	31
21.10 Jury Duty and Court Attendance Under Subpoena .....	31
21.11 Compassionate Care Leave .....	31
<b>ARTICLE 22 - MATERNITY, PARENTAL AND ADOPTION LEAVES .....</b>	<b>32</b>
22.1 Maternity Leave .....	32
22.2 Parental and Adoption Leave .....	32
22.3 Employment Protection .....	33
22.4 Extension of Parental or Adoption Leave .....	33
22.5 Entitlements Upon Return to Work.....	33
22.6 Benefits Continuation.....	33
<b>ARTICLE 23 - SAFETY &amp; HEALTH .....</b>	<b>34</b>
23.1 Conditions .....	34
23.2 Safety Committee .....	34
23.3 Occupational First Aid Requirements .....	34
23.4 Unsafe Work Conditions.....	34
23.5 Injury Pay Provision .....	34
23.6 Transportation of Accident Victims.....	34
23.7 Health and Safety Courses.....	35
23.8 Shift Workers .....	35
23.9 Indemnity.....	35
23.10 Health and Safety Training .....	36

23.11	Communicable Diseases .....	36
23.12	Workplace Violence .....	36
<b>ARTICLE 24 - WORK CLOTHING .....</b>		<b>36</b>
<b>ARTICLE 25 - ADJUSTMENT PLAN .....</b>		<b>36</b>
<b>ARTICLE 26 - PROMOTIONS AND STAFF CHANGES .....</b>		<b>37</b>
26.1	Job Postings .....	37
26.2	Information in Postings .....	38
26.3	Appointment Policy .....	38
26.4	Job Stability .....	38
26.5	Selection Panels .....	38
26.6	Local Union Observer .....	38
26.7	Notification to Employee and Union .....	38
26.8	Right to Grieve .....	38
26.9	Personnel File .....	39
26.10	Transfer Without Posting .....	39
26.11	Probationary Period .....	39
26.12	Trial Period .....	39
26.13	Criminal Record Checks .....	39
<b>ARTICLE 27 - CLASSIFICATION AND RECLASSIFICATION .....</b>		<b>40</b>
27.1	Classification Plan .....	40
27.2	Changes to the Job Evaluation Plan and Benchmarks/Reference Jobs .....	40
27.3	Classification Appeal Procedure .....	40
27.4	Effective Dates .....	41
<b>ARTICLE 28 - PERSONAL DUTIES .....</b>		<b>41</b>
<b>ARTICLE 29 - PAYMENT OF WAGES AND ALLOWANCES .....</b>		<b>41</b>
29.1	Equal Pay .....	41
29.2	Paydays .....	41
29.3	Rates of Pay .....	41
29.4	Substitution Pay .....	41
29.5	Rate of Pay on Promotion or Reclassification .....	42
29.6	Pay on Temporary Assignment .....	42
29.7	Vehicle Allowance .....	42
29.8	Meal Allowance .....	42
29.9	Cashier Policy .....	42
29.10	Upgrading Qualifications .....	42
29.11	Overpayment of Salary and Allowance .....	42
<b>ARTICLE 30 - CASUAL EMPLOYEES .....</b>		<b>43</b>
30.1	Appointment .....	43
30.2	Seniority .....	43
30.3	Loss of Seniority .....	43
30.4	Layoff and Recall .....	43
30.5	Application of Agreement .....	43
30.6	Annual Vacation .....	44
30.7	Paid Holidays .....	44
30.8	NEC Study Benefits .....	44

<b>ARTICLE 31 - HARASSMENT .....</b>	<b>44</b>
31.1 Sexual Harassment .....	44
31.2 Personal Harassment Based Upon Discriminatory Grounds.....	45
31.3 Inappropriate Personal Conduct .....	45
31.4 Discrimination, Personal and Sexual Harassment Complaint Procedures .....	46
<b>ARTICLE 32 - TERM OF AGREEMENT.....</b>	<b>47</b>
32.1 Duration .....	47
32.2 Notice to Bargain .....	47
32.3 Commencement of Bargaining.....	47
32.4 Changes in Agreement .....	47
32.5 Agreement to Continue in Force.....	47
32.6 Effective Date of Agreement.....	47
32.7 Reference to Relevant Labour Legislation .....	47
<b>APPENDIX A - Re: Wage Rates .....</b>	<b>49</b>
<b>LETTER OF UNDERSTANDING #1 - Re: Exclusions .....</b>	<b>50</b>
<b>LETTER OF UNDERSTANDING #2 - Re: Clause 20.3 — Health and Welfare .....</b>	<b>51</b>
<b>LETTER OF UNDERSTANDING #3 - Re: Outreach Personnel.....</b>	<b>51</b>
<b>LETTER OF UNDERSTANDING #4 - Re: Non-Contact Time .....</b>	<b>51</b>
<b>LETTER OF UNDERSTANDING #5 - Re: Job Sharing.....</b>	<b>51</b>
<b>LETTER OF UNDERSTANDING #6 - Re: Article 27— Classification and Reclassification .....</b>	<b>52</b>
<b>LETTER OF UNDERSTANDING #7 - Re: Wage Rates for Casual Instructors, Non-Instructional     Positions and Coordinators.....</b>	<b>52</b>
<b>LETTER OF UNDERSTANDING #8 - Re: Christmas Closure.....</b>	<b>52</b>
<b>LETTER OF UNDERSTANDING #9 - Re: Reading Break .....</b>	<b>52</b>
<b>LETTER OF UNDERSTANDING #10 - Re: Joint Campaign.....</b>	<b>53</b>

**DEFINITIONS**

1. "Aboriginal 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.
2. "bargaining unit" is the unit for collective bargaining for which the B.C. Government and Service Employees' Union is certified by the Labour Relations Board.
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. "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 of this agreement.

*Note: Benefits, vacations and holidays for part-time regular employees will be paid on a pro rata basis, ie., 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) —Job Postings.

It is understood and agreed that 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 Labour Management Committee.

6. "Employer" means NEC Native Education College (NEC).
7. "immediate family" includes parent (or alternatively stepparent or foster-parent), spouse, common-law spouse, spouse equivalent, child, stepchild, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, niece, nephew, uncle, aunt, cousin, grandparent, grandchild, legal guardian, ward and relative permanently residing in the employee's household or with whom the employee permanently resides, or any person who lives with an employee as a member of the employee's family.



8. "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.
9. "pay period" means a period of up to 14 consecutive days of employment.
10. "payroll record" means a record required under Section 28 of the *Employment Standards Act* kept by NEC.
11. "promotion" means a change from an employee's position to one with a higher maximum salary level.
12. "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.
13. "resignation" means a voluntary notice by the employee that he/she is terminating his/her service with NEC on the date specified.
14. "termination" means a person no longer works at NEC.
15. "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.
16. "union" means the B.C. Government and Service Employees' Union.
17. "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.
18. "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.

19. "workday" means a the 24 hour period beginning at the start of an employee's shift.
20. "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.
- (b) The parties to this agreement share a desire to improve the quality of the educational service provided at NEC, they are determined to establish, within the framework provided by the law, an effective working relationship at all levels of the College in which members of the bargaining unit are employed.

### 1.2 Future Legislation

In the event that any future legislation renders null and void or materially alters any provision of this agreement, the remaining provisions shall remain in effect for the term of 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

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

### 1.4 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 of both the feminine and masculine genders.
- (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 is committed to the requirements contained under 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 or age 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 Aboriginal 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 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.

### 2.3 Correspondence

The Employer agrees that all correspondence between the Employer and the Union related to matters covered in this agreement shall be sent to the President of the Union or his/her designate, with a copy to the Chairperson of the bargaining unit. The Employer agrees that 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 to the President of the Union or his/her 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

The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee for reason of membership or 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 Employer and the Union will agree on the number of stewards, taking into account both operational and geographical considerations. The Union agrees to 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.

The Union agrees that stewards will 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 to be determined by mutual agreement. The use of such bulletin board facilities shall be restricted to the business affairs of the Union.

## 2.8 Union Insignia

- (a) A union member shall have the right to wear or display the recognized insignia of the Union.
- (b) The Union agrees to 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 stenography typed by a member of the Union. This designation shall be placed below the signatory initials in the typewritten 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 his or her 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) in addition, the Union may call upon up to two additional employees to assist the Bargaining Committee with technical information and advice. It is understood that this will be necessary 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; and
- (2) to employees called to appear as witnesses before an arbitrator.

(c) It is understood that 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 Employer agrees that the granting of any of the above time off shall be subject to their requirements but 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 incurred.

### **2.11 Local Union Meetings**

- (a) Employees may attend a meeting with a representative of the Union at their worksite on a quarterly basis on a mutually agreeable date starting at 3:00 p.m.
- (b) The Union shall provide not less than two weeks' notice to the appropriate excluded manager at the local level of the intended date and time of the meeting.
- (c) Meetings will take place after the conclusion of the employees' scheduled shift and shall not interfere with normal operations.

### **2.12 Union Storage**

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

## **ARTICLE 3 - UNION SECURITY**

### **3.1 Union Security**

- (a) All bargaining unit employees shall, as a condition of continued employment, maintain such membership.
- (b) All employees hired on or after execution of this agreement shall, as a condition of continued employment, become members of the Union, and maintain such membership, upon completion of 30 calendar days as an employee.

### **3.2 Contracting Out**

NEC will not contract out any work presently performed by the employees covered by this collective agreement which would result in the layoff of 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 and the Employer will also provide a list of names as well as classifications of those employees from whose salaries such deductions have been made, together with the amounts deducted from each employee.
- (e) Before the Employer is obliged to deduct any amount under (a) above, the Union must advise the Employer in writing of the amount of its regular 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.
- (f) 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.
- (g) 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.
- (h) 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.
- (i) The Employer will provide to the Union a list of regular employees who have ceased being employees on a quarterly basis.

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

### **5.1 New Employees**

Upon hire, a new employee shall be provided a copy of the collective agreement and advised of the name(s) 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 up to 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. This article applies to those employees who are hired for more than 30 days.

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

The bargaining unit Chair shall be advised of the name and location of all new employees within 15 days of their appointment.

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

The Union acknowledges that 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 his/her designate. One of the three positions on the Bargaining Committee will be designated for an employee working under the Instructional Hourly Wage Rate schedule in Appendix A. 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 agrees that access to its premises will be granted to members of the staff of the Union when dealing or negotiating with the Employer as well as for the purpose of investigating and assisting in the settlement of a grievance. Members of the union staff shall notify the 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, as well as the confidential investigation of grievances, the Employer will make available to union representatives or stewards temporary use of an office or similar facility.

### 7.4 Technical Information

- (a) The Employer agrees to provide to the Union such public information that is available 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 such information is excluded from the operation of this clause.
- (b) The bargaining unit Chairperson will be provided with a copy of the most current annual audited fiscal year-end financial statement.

## ARTICLE 8 - LABOUR MANAGEMENT COMMITTEE

### 8.1 Labour Management Committee

In recognition of the mutual benefits of ongoing consultations and open communications between the employees and the Employer, the Union and the Employer agree to continue to conduct labour management committee meetings.

### 8.2 Composition of Committee

The Committee will consist of equal numbers 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. From time to time the Employer may have a consultant attend and the union staff representative may also attend.

### 8.3 Guidelines for Committee

The parties agree that the Committee shall be guided by the following:

- (a) The 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 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 parties understand and agree that the Labour Management Committee is not intended to serve as a supplement or an alternative to the grievance/arbitration process, nor to interfere with or attempt to re-negotiate any provisions of the agreement between the parties.
- (e) It is intended by the parties that the 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. This committee is in no way intended to limit or restrict the rights reserved to the Employer to manage its operations or affairs.
- (f) Meetings of the Labour Management Committee will be held at the request of either party as soon as is possible following the request to meet.
- (g) It is intended that any employee participating in meetings of the 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 - GRIEVANCES

### 9.1 Grievance Procedure

- (a) The Union and Employer acknowledge and recognize the traditions, culture and values of Aboriginal people including the role of elders in resolving a grievance through traditional Aboriginal methods of conflict resolution under the grievance procedure regarding the interpretation, operation or alleged violation of a provision of this agreement or the discipline, suspension or dismissal of an employee bound by this agreement.
- (b) The Union and the Employer recognize that grievances may arise concerning:
  - (1) differences between the parties respecting the interpretation, application, operation, or any alleged violation of a provision of this agreement, or arbitral award, including a question as to whether or not a matter is subject to arbitration; or
  - (2) the dismissal, discipline, or suspension of an employee bound by this agreement.
- (c) The procedure for resolving a grievance will be the grievance procedure in this article.

### 9.2 Step 1 – Verbal Grievances

- (a) 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. An employee may elect to process a grievance through traditional Aboriginal methods of conflict resolution or



through the grievance procedure. The aggrieved employee shall have the right to have his or her steward present at such a discussion.

(b) When a grievance is to be addressed through an Aboriginal method, the Employer, Union and employee must agree to the approach. If the Aboriginal method is selected, the parties agree that the employee will not have the option of choosing the other method of grievance procedure.

(c) When the grievance procedure is selected, an employee shall have the right to have a steward present at such discussions.

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

Employees who wish to present a grievance at Step 2 of the grievance procedure, in the manner prescribed in Clause 9.4, must do so not later than 20 days after the date:

(a) on which they were notified orally or in writing of the action or circumstance giving rise to the grievance; or

(b) on which they first became aware of the action or circumstances giving rise to the grievance.

### **9.4 Step 2 – Written Grievance**

(a) Subject to the time limits in 9.3, employees may present a grievance at this level by:

(1) recording this grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;

(2) stating the article or articles of the agreement infringed upon or alleged to have been violated and the remedy or correction required, and where applicable, the reasons why just cause does not exist; and

(3) transmitting this grievance to the designated local supervisor through the union steward.

(b) The local supervisor shall:

(1) forward the grievance to the representative of the Employer authorized to deal with grievances at Step 2; and

(2) provide the employee with a receipt stating the date on which the grievance was received.

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

(a) Within 10 days of receiving the grievances at Step 2, the representative designated by the Employer to handle grievances at Step 2 and the union staff representative 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.

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

### **9.6 Time Limit to Submit to Arbitration**

In the event that the parties are unable to resolve the grievance through the traditional aboriginal method or at Step 2 and pursuant to Article 10, 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.

#### **9.7 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.

#### **9.8 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 post-marked and it shall be deemed to be received on the day it was delivered to the appropriate office of the Employer or the Union.

#### **9.9 Dismissal or Suspension Grievance**

In the case of a dispute arising from an employee's dismissal or suspension, the grievance may commence at Step 2 of the grievance procedure within 30 days of the employee receiving notice of dismissal or notice of suspension. The requirements for stating the particulars of the grievance and reply contained in Clause 9.4 will nevertheless apply.

#### **9.10 Deviation from Grievance Procedure**

The Employer agrees that after a grievance has been initiated by the Union, the representative of the Employer will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee without the consent of the Union. In the event that after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through any other channels than this grievance procedure, then the Union agrees that pursuant to this article, the grievance shall be considered to have been abandoned.

#### **9.11 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 10 of this agreement.

#### **9.12 Technical Objections to Grievance**

It is the intent of both parties to this agreement that 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 11 shall not be deemed to be nor construed as matters of technicality but as matters of substance.

### **ARTICLE 10 - ARBITRATION**

#### **10.1 Notification**

Where a difference arising 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 9, notify the other party within 30 days of the receipt of the reply at the second step, of its desire to submit the difference or allegations to arbitration.

### **10.2 Appointment of the Arbitrator**

When a party has requested that a grievance be submitted 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.

### **10.3 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*.

### **10.4 Procedure**

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

### **10.5 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.

### **10.6 Expenses of Arbitrator**

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

### **10.7 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.

### **10.8 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.

### **10.9 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 hearing under Clause 10.8.

### 10.10 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 that which 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 10.2.
- (h) The parties shall equally share the cost of the fees and expenses of the Arbitrator and hearing rooms.

## ARTICLE 11 - DISCHARGE, SUSPENSION AND DISCIPLINE

### 11.1 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 employee shall be given 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) When an employee is disciplined, discharged or suspended, the employee shall be given the reason in writing in the presence of his or her 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 employee's copy of the

written reasons will be sent by registered mail to the employee's last recorded address. Likewise, a copy of the employee's letter will be immediately delivered to the bargaining unit Chair. The President of the Union shall be advised, within five working days, in writing by the Employer of the reason for such discharge or suspension.

(d) It is understood that 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.

(e) 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.

### **11.2 Access to Personnel Files**

An employee or union steward with the written authority of the employee shall be entitled to review the employee's personnel file provided the Employer is given prior notice to having access to the file and 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.

### **11.3 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 9 of this agreement.

### **11.4 Dismissal and Suspension Grievance**

All dismissals and suspensions will be subject to formal grievance under Article 9 of this agreement. A copy of the written notice of dismissal or suspension shall be forwarded to the staff representative of the Union within five working days of the action being taken.

### **11.5 Justice and Dignity**

The parties agree that in certain situations, it may be in the best interest of both the Employer and employees that employees be reassigned or removed from the job site during an investigation of conduct. In cases where an employee cannot be reassigned, the employee shall be considered to be on a leave of absence without pay until the Employer makes a decision relative to imposing discipline.

### **11.6 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 11.1 or 9.4.

### **11.7 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. An employee shall be given a copy of any such document placed on the employee's file, which might be the basis of disciplinary action. Should an employee dispute any such entry in her/his 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 her/his personnel record.

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

### **11.8 Performance Appraisal**

(a) Where a formal appraisal of an employee's performance is carried out, the employee shall be given sufficient opportunity to read, review and ask questions about the appraisal. Upon request, the employee will be given 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) An employee appraisal shall not be changed 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) An employee shall receive a copy of their appraisal upon request.

## **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 service seniority list shall be updated effective December 31 and will be sent 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 in the event that:

- (a) they are discharged for just cause;
- (b) subject to Clause 12.4, 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, 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 which 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.

## 13.2 Layoffs May Occur

Once a pre-layoff canvass has taken place in an effort 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

While various options may be considered and offered, there will be no stacking of 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 his/her 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;
  - (2) go on recall in accordance with Clause 13.7; or
  - (3) take severance in accordance with Clause 13.11.

## 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 he/she has 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) It is agreed that the trial period specified in Clause 26.12 will apply to employees moving into a new job as a result of bumping.
- (f) In the event the employee does not have the necessary seniority or qualifications, ability and experience to bump a second time, or he/she has proven to be unsatisfactory in the second job, he/she 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 to make a selection he/she 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 his/her 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) In the event an employee performs casual work during his/her 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, 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.
- (d) In the event the employee is recalled to his former position or to a position at the same pay level as his former position, the employee, at the time of recall, will be placed at the same step in the pay level that he was in at the time of layoff.



**13.8 Recall from Layoff Without Posting**

In the event 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) 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. A copy of the letter shall be sent to the President of the Union. 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 an casual position without affecting recall rights pursuant to Clause 13.7.

**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. Premium payments will be in accordance with provisions provided in Clause 19.2.

**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 weeks' 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 following shall apply:

- (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 weeks' current straight-time pay to a maximum of 10 weeks.

(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.

**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. 20 working days' written notice shall be given for a change in the five consecutive working days.
- (b) NEC determines the hours of work that are consistent with its operational requirements. Within NEC's hours of operations, every reasonable attempt will be made to be flexible in determining its employee's 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.

**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) 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.
- (b) Where the Employer requires an employee to work or be available for work during a meal break, the meal break shall be 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 in excess of six hours, one rest period to be granted before and one after the meal period.
- (b) Employees working shifts of four and one-half hours but not more than six hours, shall receive two rest periods during such a shift.
- (c) Employees working shifts of less than four and one-half hours shall be granted one rest period during such a shift.

(d) 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.

(e) 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 hour/schedules. Work schedules may be changed with less than 10 working days' notice by mutual agreement.

(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. Employees will be entitled to overtime pay rates after completion of seven hours' work in one day.

(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) All overtime shall be approved by the President's office in advance in all circumstances.

(b) In emergency situations if overtime is required to be worked and it is not possible to receive prior approval then the overtime may be worked and the President's office advised 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 to be on a daily basis 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 \$15. A meal break of one-half hour with pay shall be given at the overtime rate. A further hot meal allowance of \$15 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.

#### 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. A callout is not an extended shift.

#### 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 Employer recognizes the following 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 Aboriginal Day	Boxing Day
Canada Day	

(b) Any other day proclaimed as a holiday by the federal, provincial, municipal or aboriginal governments for the locality in which an employee is working will also be a paid holiday. For the purpose of this clause, aboriginal government includes any aboriginal 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 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 sentence 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 taken at a mutually agreed time between the Employer and the employee or the first regularly scheduled workday following the day of rest.

#### **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 in lieu of the holiday; except for Christmas Day and New Years' Day when the compensation shall be at the rate of double-time and one-half for hours worked, plus a day off in lieu of the holiday.

#### **16.5 Holiday Coinciding with a Day of Vacation**

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

#### **16.6 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 employee's regular position for a majority of the scheduled work hours in the 60 working days preceding the holiday, in which case employee shall receive the higher rate.

### **ARTICLE 17 - ANNUAL VACATIONS**

#### **17.1 Seniority and Vacation**

Length of continuous active service with NEC determines the duration of 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>First partial year of services</b>	<b>Accumulated at 0.87 days per month</b>
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 2.5 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.

- (c) Subject to Clause 17.10, 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 may be approved subject to operational requirements. Annual vacation leave for instructors and counsellors generally will not be scheduled during any period in which classes, including practicums, are in session.

- (b) For vacation requests submitted by November 1<sup>st</sup>, preference in the selection and allocation of vacation time will be determined on the basis of service seniority, within each department. Vacation requests submitted after November 1<sup>st</sup> will be considered on a first come first serve basis.

- (c) Where employees choose to split their vacation, their second choice of vacation time will also be made on the basis of 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 carryover 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 Callback 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 returning again 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.

## ARTICLE 18 - SICK LEAVE

### 18.1 Sick Leave

- (a) Sick leave for regular full-time employees is accumulated at a rate of one and a 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) Employees absent for more than five consecutive workdays may be asked to provide medical documentation verifying the inability to work due to illness or injury. If the employee is absent due to injury or has been absent due to a prolonged period of illness, the employee must supply a doctor's note verifying that the employee is able to return to work and resume her/his regular duties prior to returning to work.
- (c) 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

- (a) 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.
- (b) The Employer may also request a fully completed report from a qualified medical practitioner in one or more of the following circumstances:
  - (1) where it appears that a pattern of consistent or frequent absence from work is developing;
  - (2) where the employee has been absent for five consecutive scheduled days of work;
- (c) Benefits will cease to be paid when an employee fails to provide satisfactory evidence of medical disability during the benefit period.
- (d) Where the Employer requests a report from a medical practitioner the Employer will bear the costs incurred in obtaining same.

### 18.4 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.

### 18.5 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 his/her supervisor as soon as he/she is 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 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.



**18.6 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 his/her weekly earnings for each week of illness for a period not to exceed 17 weeks.

**18.7 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:

	Employer Contribution	Employee Contribution
Year 1	55% of premiums	45% of premiums
Year 2	70% of premiums	30% of premiums
Year 3	75% of premiums	25% of premiums
Year 4+5	95% of premiums	5% of premiums
Year 6+	100% of premiums	0% of premiums

- (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 subject to negotiations between 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 Medical Examination**

- (a) Where the Employer requires an employee to submit to a medical examination, it shall be at the Employer's expense and on the Employer's time, other than a medical examination required under Clause 18.1(b).
- (b) The scope of the medical examination shall be limited to the relevant medical issue.

**19.9 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, as may be mutually agreed between the parties.

### 19.10 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,

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.

(c) 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 apply.

(d) 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.

### 19.11 Part-Time Employees

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

### 19.12 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 achieve comparable or superior coverage at comparable or lower premiums. Where the Employer intends to change carriers, the Employer shall consult with the Union prior to any changes taking place.

## 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 her/his 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 her/his 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 effected 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 \$75 per day for each professional development day they attend.

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

### **21.1 Bereavement Leave**

(a) Bereavement leave of absence of five days with pay will be granted to a regular employee upon application to the Employer, in the event of a death of a member of the employee's immediate family. Up to three days without pay may be taken on the death of all other family members. 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.

(d) Employees are entitled to up to one day of paid leave to attend a funeral. This section will not apply in addition to bereavement leave. Time taken to attend a funeral must be reported to the employee's immediate supervisor on a Leave Request Form preferably in advance or immediately upon return to work.

### **21.2 Full-time Union or Public Duties**

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

- (a) for employees to seek election in a municipal, provincial or federal election;
- (b) for employees selected for a full-time position with the Union or anybody 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 aboriginal organization, the leave shall be for the period of the term and shall be renewed upon request of the Union.

### **21.3 Leave for Court Appearances**

- (a) Time spent at court by employees in their official capacity shall be at his/her 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) An employee shall advise his/her supervisor as soon as he/she is aware that such leave is required.

### **21.4 Elections**

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

### **21.5 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.

## **21.6 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.

## **21.7 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.

## **21.8 Leave of Absence for NEC Committees**

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

## **21.9 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.

## **21.10 Jury Duty and Court Attendance Under Subpoena**

When summoned to serve on a jury or subpoena to appear as a witness in court, employees will be granted time off without pay, except under the following circumstances:

- (a) up to five days with pay if the employee has been employed more than two years, or
- (b) 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 her/his 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.

## **21.11 Compassionate Care Leave**

An employee who is entitled to compassionate care benefits under the *Employment Insurance Act* is entitled to a leave of absence without pay of up to eight 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,

there will be no interruption in the accrual of seniority or eligibility for benefits provided for under Article 19 – Health and Welfare.

## ARTICLE 22 - MATERNITY, PARENTAL AND ADOPTION LEAVES

### *Preamble*

The terms and conditions for maternity, parental and adoption leaves for employees shall be in accordance with the *Employment Standards Act*.

### **22.1 Maternity Leave**

- (a) An employee is entitled to up to 17 consecutive weeks of unpaid maternity leave.
- (b) A An employee will provide NEC with written notice of the expected due date. Such notice will be given at least 10 weeks prior to the expected due date.
- (c) The maternity leave shall commence six weeks prior to the expected due date. The commencement of leave may be deferred for any period approved in writing by a duly qualified medical practitioner or registered midwife.
- (d) Where an employee who is at work becomes ill or injured following the commencement of the 10 week period in (b) above such illness or injury shall be covered by application of Article 18 - Sick Leave as follows:
  - (1) where the illness or injury is not directly related to the condition of pregnancy, sick leave coverage may extend to the scheduled date of commencement of maternity leave, or birth of the child(ren), whichever occurs first; and
  - (2) where the illness is caused through an abnormal condition of pregnancy as verified in writing by a qualified medical practitioner and the employee returns to work before the scheduled commencement date of maternity leave, the period of absence will be covered by the provisions of Clause 18.1.
- (e) An employee on maternity leave shall notify NEC of the date when the employee shall be returning to work, four weeks prior to the expiration of the maternity leave. If no notification is given, the employee shall be deemed to have resigned on the date upon which the leave ended.

### **22.2 Parental and Adoption Leave**

- (a) Upon written request an employee shall be granted parental leave without pay for a period of up to 37 weeks following the birth or adoption of the child(ren).
- (b) Leave taken under this clause shall commence:
  - (1) in the case of a mother, immediately following the conclusion of leave taken pursuant to Clause 22.1;
  - (2) in the case of the other parent, immediately following the birth or placement of the adoptive child; and
  - (3) the commencement of the leave taken pursuant to (1) or (2) above may be deferred by mutual agreement, however, the leave must begin within the 52-week period after the date of birth or placement of the adoptive child. Such agreement shall not be unreasonably withheld.

- (c) Where both parents are employees of NEC, they shall each qualify for up to 37 weeks of parental leave.
- (d) An employee's combined entitlement to leave pursuant to Clause 22.1 and 22.2 will not exceed 52 weeks.
- (e) The employee shall notify NEC in writing, a minimum of four weeks prior to the anticipated commencement of the leave, and in the case of adoption leave, as much notice as is practical.
- (f) The employee shall, upon request, furnish proof of the birth or adoption of the child(ren).

### **22.3 Employment Protection**

- (a) NEC may not terminate an employee on maternity, parental or adoption leave or change a condition of employment, without the employee's and Union's written consent.
- (b) As soon as the maternity, parental or adoption leave ends, the employee must be returned to his or her former position.

### **22.4 Extension of Parental or Adoption Leave**

Parental leave or adoption leave for regular employees when granted for less than 37 weeks may be extended for an additional period, so long as the combined time of the original leave and the extension does not exceed 37 weeks. Such an extension must be for health reasons for the newborn or adopted child(ren) and will be without pay. A doctor's certificate shall be required. Benefit provisions under Clause 22.5 shall apply.

### **22.5 Entitlements Upon Return to Work**

- (a) An employee who returns to work after the expiration of maternity 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) On return from maternity and/or parental leave, an employee shall be placed in the employee's former position.
- (c) Notwithstanding Clauses 17.2(a) and 17.10, vacation entitlements and vacation pay for regular employees shall continue to accrue while an employee is on maternity leave for the duration of the leave, or during the first 26 weeks' parental leave.
- (d) In the case of maternity leave, vacation earned pursuant to Clause 22.5(c) may be carried over to the following vacation year, notwithstanding Clause 17.10(a).
- (e) Where the employee combines Clause 22.1 and 22.2 leaves, the maximum vacation accrual will not exceed a total of 26 weeks.

### **22.6 Benefits Continuation**

- (a) When an employee is on maternity or parental or adoption 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 his or her 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

The Union and the Employer agree that regulations made pursuant to the *Workers Compensation Act*, the Occupational Environment Regulations or any other statute of the Province of British Columbia pertaining to the working environment, shall be fully complied with.

### 23.2 Safety Committee

The Employer and the Union agree to maintain the Health and Safety Committee composed of an equal number of representatives from each party. A union and employer representative shall be elected as co-chairpersons. This committee will meet as required by the Workers' Compensation Board Regulations to make recommendations to the NEC President or her/his designate on unsafe, hazardous or dangerous conditions with the aim of preventing and reducing risk of occupational injury or illness. A copy of all minutes of the 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) The Union and the Employer agree that 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 Industrial 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 \$75 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 article.

### 23.4 Unsafe Work Conditions

No employee shall be disciplined for refusal to work on a job which is deemed unsafe by:

- (a) a member of the Health and Safety Committee after resolution in writing by a majority of the Committee;
- (b) a person designated by the Health and Safety Committee; or
- (c) a Workers' Compensation Board Safety Officer.

### 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.

### 23.7 Health and Safety Courses

(a) The Employer will arrange, in consultation with the Workers' Compensation Board and the Union, an appropriate training program for all members of the Health and Safety Committee, such training to be provided during normal working hours at no loss in salary or benefits to committee members.

(b) In accordance with (a) above, each member of the Health and Safety Committee is entitled to an annual leave of eight hours, or a longer period if prescribed by regulation, for the purposes of attending occupational health and safety training courses conducted by or with the approval of the Board.

### 23.8 Shift Workers

The Employer agrees that, upon request, it 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 s/he 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 his/her 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 his/her having notice of any incident or course of events which may lead to legal action against him/her 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 him/her of intended legal action against him/her;
- (2) when the employee himself/herself 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 he/she 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 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 Health and Safety Committee will consider, review and make recommendations on issues such as, but not limited to; education, protective equipment and protocols.

### **23.12 Workplace Violence**

- (a) It is recognized that 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.

## **ARTICLE 24 - WORK CLOTHING**

All employees who are required either by the Employer or WorkSafeBC Regulations to wear safety footwear will be reimbursed up to a maximum of \$160 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 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. 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) It is understood that 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) When a new position is created within the bargaining unit, the Employer will consult with the Union regarding the appropriate wage rate for the position and it will be included in Appendix A.
- (f) It is understood that the provisions of Clauses 13.7 and 13.8 will take precedence over the terms of this article.
- (g) 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.
- (h) An offer made pursuant to paragraph (g) 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: "*This position is open to male and female applicants.*"
- (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 Aboriginal 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 experience, 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, 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 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 9 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 make arrangements 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 her/his 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, he/she shall be returned to his/her former position without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to his/her former position 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) All employees are required to complete and pass a criminal records check pursuant to the *Criminal Records Review Act* in order to obtain employment with NEC.

(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 9 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**

It is understood by both parties that work not related to the business of NEC should not be performed on the Employer's time.

To this end, it is agreed that 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 male and female employees by employing a person of one sex for any work at a rate of pay that is less than the rate of pay at which a person of the other sex is employed for similar or substantially similar work.

#### **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 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 50¢ per kilometre.

**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 .....	\$11.50
Lunch .....	\$13.25
Dinner .....	\$22.25

**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 his or her 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 31<sup>st</sup> 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, 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—Maternity, Parental and Adoption 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.

### **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.

## **ARTICLE 31 - HARASSMENT**

### **31.1 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.

This clause does not preclude an employee from filing a complaint under Section 13 of the BC *Human Rights Code*, however, an employee shall not be entitled to duplication of process. An employee making a complaint of sexual harassment must choose to direct a complaint to either the BC Council of Human Rights or to the process specified in Clause 31.4. In either event a complaint of sexual harassment, if included as an element of a grievance, shall not be pursued through the process identified in Clause 31.4.

An employee who files a written complaint that would be seen by a reasonable person to be frivolous, vindictive or vexatious may be subject to disciplinary action. Disciplinary action taken may be grieved pursuant to Article 9.

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.

### **31.2 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, physical or mental disability, sex, age or sexual orientation. 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.

### **31.3 Inappropriate Personal Conduct**

(a) Inappropriate conduct means "*unwelcome*" or "*unwanted*" verbal, psychological or physical behaviour that is non-discriminatory in nature, directed at a person or specific group of people, which causes substantial distress in that person or group of people and serves no legitimate work-related purpose. As well, improper personal conduct does not include action occasioned through the exercise, in good faith, of the Employer's managerial/supervisory rights and responsibilities. In this context "*unwelcome*" or "*unwanted*" means any action which the respondent reasonably knows, or ought to know is not desired. Such 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.
- (c) A written grievance in relation to this clause must be filed no later than 30 days from the last occurrence and shall specify the details of the allegation(s).

#### **31.4 Discrimination, Personal and Sexual Harassment Complaint Procedures**

- (a) All persons involved in the handling of a discrimination or sexual harassment complaint shall hold in the strictest confidence all information of which they become aware; however, it is recognized 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.
- (b) Before proceeding to the formal complaint mechanism an employee who believes he or she has a complaint of harassment or discrimination 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.
- (c) 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. The Complainant may have a union representative present during these discussions. Where the first excluded level of management is the respondent, the Complainant shall approach the respondent's supervisor.
- (d) 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).
- (e) 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.
  - (f) Where the matter is not resolved pursuant to (e), the Union may refer the matter to adjudication in accordance with the agreed upon Discrimination and Harassment In The Workplace Policies and Procedures.

- (g) Any action taken by the Employer, including discipline, which is consistent with the findings of fact of the Adjudicator shall be considered by all parties to be determinative of the complaint and shall not form the basis of a grievance.
- (h) If the Adjudicator determines that discrimination and/or harassment has occurred, the Employer must document the personnel file of the Respondent accordingly.
- (i) 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.
- (j) The Complainant will not be reassigned without his/her agreement.

## ARTICLE 32 - TERM OF AGREEMENT

### 32.1 Duration

This agreement will be binding and remain in effect to midnight, on June 30, 2018.

### 32.2 Notice to Bargain

- (a) This agreement may be opened for collective bargaining by either party on or after April 1, 2018, but in any event, not later than midnight, May 31, 2018.
- (b) Where no notice is given by either party prior to May 31, 2018, both parties shall be deemed to have given notice under this article on May 31, 2018 and thereupon Clause 32.3 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.

### 32.3 Commencement of Bargaining

Where a party to this agreement has given notice under Clause 32.2, the parties shall, within 14 days after the notice was given, commence collective bargaining.

### 32.4 Changes in Agreement

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

### 32.5 Agreement to Continue in Force

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

### 32.6 Effective Date of Agreement

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

### 32.7 Reference to Relevant Labour Legislation

The operation of Section 50(2) & (3) of the relevant labour legislation of British Columbia is specifically excluded.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

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

\_\_\_\_\_  
Dan Guinan  
President

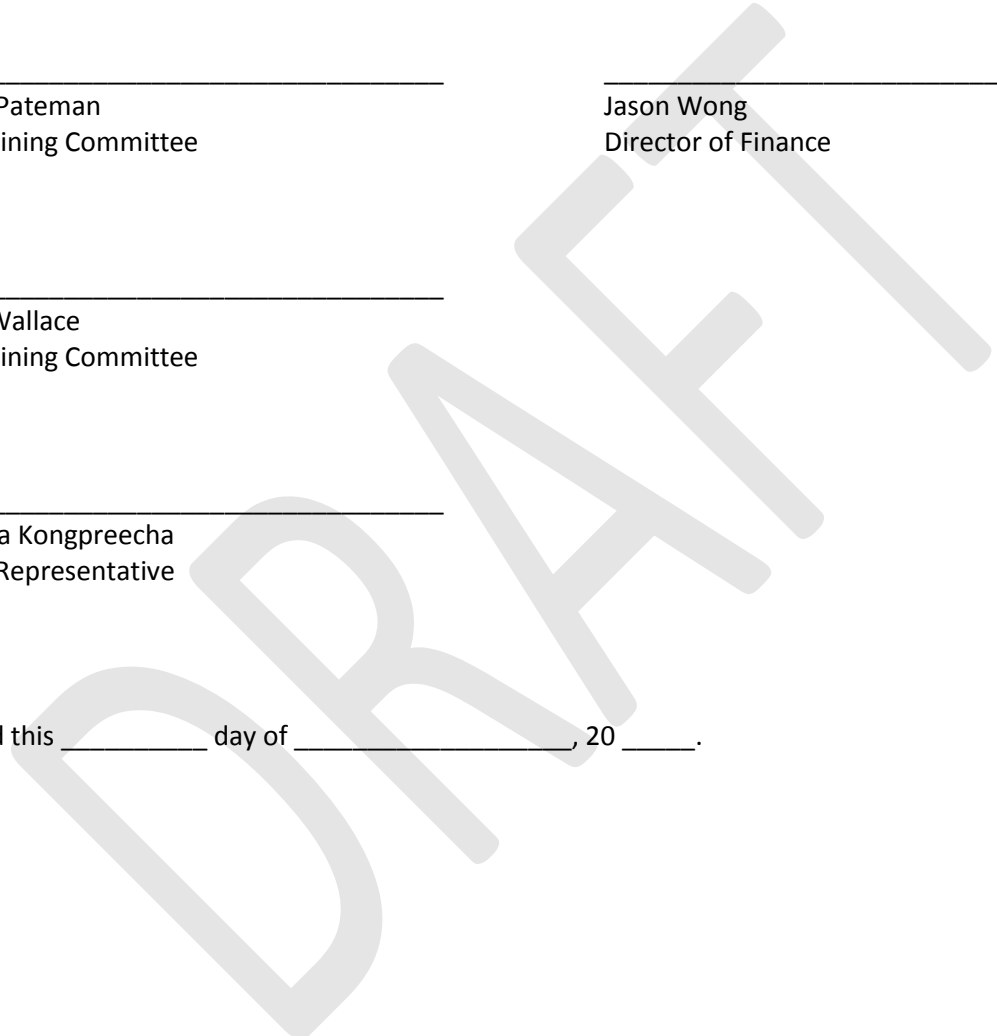
\_\_\_\_\_  
John Pateman  
Bargaining Committee

\_\_\_\_\_  
Jason Wong  
Director of Finance

\_\_\_\_\_  
Ron Wallace  
Bargaining Committee

\_\_\_\_\_  
Selena Kongpreecha  
Staff Representative

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



**APPENDIX A**  
**Re: Wage Rates**

**Non-Instructional Hourly Wage Rates**

<b>Classification</b>	<b>Current Rate</b>	<b>July 1, 2014 0%</b>	<b>July 1, 2015 0%</b>	<b>July 1, 2016 1.5%</b>	<b>July 1, 2017 1.5%</b>
Librarian	26.80	26.80	26.80	27.20	27.61
Assistant Librarian	20.35	20.35	20.35	20.66	20.97
Associate Registrar	26.80	26.80	26.80	27.20	27.61
Student Advisor	24.25	24.25	24.25	24.61	24.98
Admissions Advisor/Fin. Aid	22.27	22.27	22.27	22.60	22.94
Admissions Clerk	17.75	17.75	17.75	18.02	18.29
Administrative Assistant 1	23.40	23.40	23.40	23.75	24.11
Administrative Assistant 2	20.05	20.05	20.05	20.35	20.66
Receptionist	17.75	17.75	17.75	18.02	18.29
Project Coordinator	26.25	26.25	26.25	26.64	27.04
Cultural Coordinator	26.25	26.25	26.25	26.64	27.04
Recruitment/Placement Coordinator	26.25	26.25	26.25	26.64	27.04
Marketing Specialist	26.25	26.25	26.25	26.64	27.04
Counsellor	30.25	30.25	30.25	30.70	31.16
Associate Dean of Educational Outreach	29.38	29.38	29.38	29.82	30.27
Associate Dean of Curriculum	29.38	29.38	29.38	29.82	30.27
Continuing Education Coordinator	26.25	26.25	26.25	26.64	27.04
Family Violence Resource Coordinator	33.60	33.60	33.60	34.10	34.62
Network Administrator	26.65	26.65	26.65	27.05	27.46
Building Manager	26.25	26.25	26.25	26.64	27.04
Building Service Worker	18.75	18.75	18.75	19.03	19.32
Security/Janitorial	14.75	14.75	14.75	14.97	15.20
Food Service Worker	17.75	17.75	17.75	18.02	18.29



**Instructional Hourly Wage Rates**

Classification	Current Rate	July 1, 2014 0%	July 1, 2015 0%	July 1, 2016 1.5%	July 1, 2017 1.5%
Instructional Assistant	21.50	21.50	21.50	21.82	22.15
Literacy Coordinator/Specialist	24.75	24.75	24.75	25.12	25.50
Regular Instructor	24.75	24.75	24.75	25.12	25.50
Coordinator/Instructor	27.75	27.75	27.75	28.17	28.59
Kossoroukova, Inga	28.75	28.75	28.75	29.18	29.62
Program Manager	31.50	31.50	31.50	31.97	32.45

**Casual Instructor Hourly Wage Rate**

Classification	Current Rate	July 1, 2014 0%	July 1, 2015 0%	July 1, 2016 1.5%	July 1, 2017 1.5%
Casual Instructor	29.75	29.75	29.75	30.20	30.65

Signing Bonus:

*Regular Employees:*

All employees who are regular as of the date of ratification who have worked since July 1, 2016 and who are currently active employees or are eligible for recall will receive a one-time payment of \$3,000.

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, 2017.

*Casual Employees:*

All casual employees as of the date of ratification who have worked since July 1, 2014 and who are currently active employees or are eligible for recall will receive a one-time payment of \$1,000.

Payment of the signing bonus shall be made as soon as possible after ratification.

**LETTER OF UNDERSTANDING #1****Re: Exclusions**

It is understood and agreed that the following positions are excluded from the bargaining unit to which this agreement applies:

- Director of Finance
- Director of Development/ALS
- Finance Officer
- President
- Dean of Student Services
- Executive Assistant
- Senior Accountant
- Academic Dean
- Finance Assistant

**Renew**

**LETTER OF UNDERSTANDING #2**  
**Re: Clause 20.3 — Health and Welfare**

The parties agree that NEC is entitled to negotiate at any time with any benefits carrier to achieve comparable or superior coverage at comparable or lower premiums. NEC will consult with the Union at the appropriate time.

***Renew***

**LETTER OF UNDERSTANDING #3**  
**Re: Outreach Personnel**

Outreach personnel working within Metro Vancouver will be considered as members of the bargaining unit and will receive the rate negotiated with the funder for the term of their engagement. Due to the nature of the work, employees in these positions will be considered to be casual employees regardless of their length of service. It is understood and agreed that wage rates may be higher than those of comparable positions listed in the collective agreement. In the event that a wage rate proposed is lower than a comparable position listed in the collective agreement, it will be discussed with the Union.

It is understood that outreach personnel working outside of Metro Vancouver are not members of the bargaining unit.

***Renew***

**LETTER OF UNDERSTANDING #4**  
**Re: Non-Contact Time**

Casual instructors shall be entitled to three hours per week of non-contact time based on a 35 hour workweek (prorated for casual instructors who work less than 35 hours per week).

***Renew***

**LETTER OF UNDERSTANDING #5**  
**Re: Job Sharing**

In the eventuality that a job-sharing arrangement is requested, the Labour Management Committee will meet and develop guidelines using the Douglas College collective agreement as a template.

***Renew***

**LETTER OF UNDERSTANDING #6**  
**Re: Article 27– Classification and Reclassification**

The provisions of Article 27 will be suspended for the duration of the collective agreement, unless third party funding is especially provided for the parties' implementation of Article 27. For greater certainty, the implementation of Article 27 shall be limited to, and as permitted by available third party funding. However, the parties agree to review and update the existing job descriptions during the term of the collective agreement.

Such review and update will not result in any increased cost to NEC.

***Renew***

**LETTER OF UNDERSTANDING #7**  
**Re: Wage Rates for Casual Instructors, Non-Instructional Positions and Coordinators**

The parties agree that all of the employees listed in the letter dated August 27, 2008 addressed to NEC Native Education College from the BCGEU continue to receive their current rate of pay plus the negotiated wage increases for the duration of this agreement.

***Renew***

**LETTER OF UNDERSTANDING #8**  
**Re: Christmas Closure**

In addition to their annual vacation entitlement pursuant to Clause 17.2(a), all regular employees shall be entitled to two weeks paid vacation, inclusive of the designated holidays, for a period beginning prior to Christmas Day and ending after New Years' Day. The parties recognize that the exact dates of this period will vary from year to year.

***Renew***

**LETTER OF UNDERSTANDING #9**  
**Re: 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 #10**  
**Re: Joint Campaign**

If the parties are successful in obtaining additional funding through a mutually agreed upon joint campaign, the parties agree to meet and negotiate how the monies will be allocated (so long as the monies are not provided by the Government for specific purposes).

MoveUP  
07031518v1

DRAFT