

# **AGREEMENT**

**Between:**

**British Columbia College of Nurses and Midwives  
(hereinafter referred to as the “Employer”)**



**And**

**MoveUP – Movement of United Professionals**



**(Canadian Office and Professional Employees Union, Local 378)  
(hereinafter referred to as the “Union”)**

**Term: January 1, 2020 – December 31, 2023**

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**BETWEEN:**                    **BRITISH COLUMBIA COLLEGE OF NURSES AND MIDWIVES**  
(hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

**AND:**                         **MOVEUP- (CANADIAN OFFICE & PROFESSIONAL**  
**EMPLOYEES UNION, LOCAL 378)**  
(hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

## **ARTICLE 1 - PURPOSE OF AGREEMENT**

### **1.01**

The purpose of this Agreement is to maintain a harmonious relationship between the Employer and its employees; to define clearly the hours of work, rates of pay and conditions of employment; to provide for an amicable method of settling differences which may from time to time arise, and to promote the mutual interests of the Employer and its employees; to promote and maintain such conditions of employment; and in recognition whereof, the parties hereto covenant and agree as follows:

## **ARTICLE 2 - BARGAINING UNIT AND RECOGNITION**

### **2.01**

The Employer recognizes the Union as the sole bargaining authority for all employees in its offices within the jurisdiction of MoveUP, and within the classifications of office and clerical workers listed in Appendix "B" or within such new classifications as may from time to time be established by the Employer. It is expressly agreed that this Agreement shall not apply to any elected or appointed officer, business agent or representative of the Employer.

## **ARTICLE 3 - UNION SECURITY**

### **3.01**

The Employer agrees that all employees shall maintain Union membership in MoveUP as a condition of employment.

### **3.02**

When office workers are required, Union members in possession of a paid-up Union book or card will be hired. The Employer agrees to advise the Union office when requiring the Union to supply competent office workers. Should office workers who are Union members not be available, or not be qualified according to agreed-upon job descriptions, the Employer may obtain office workers elsewhere, it being understood that the employee will join the Union within fifteen (15) days and remain a member of the Union in good standing, as a condition of continuing employment.

**3.03**

Upon written notice from the Union that an employee fails to maintain membership in the Union by refusing to pay dues or assessments, the Employer agrees to terminate employment of said employee after seven (7) days from the date of notice.

**3.04**

The Employer agrees to deduct the amount authorized as Union dues, initiation and/or assessments once each month and to transmit the monies so collected to the Secretary-Treasurer of the Union by the fifteenth (15th) of the following month, together with a list of employees from whom such deductions were made.

**ARTICLE 4 - THE RIGHTS OF THE EMPLOYER**

**4.01**

The Union recognizes the exclusive right of the Employer to manage the College's affairs, to hire and promote, and to discipline or discharge any employee for just cause subject to the provisions of this Agreement and the right of the Union or employee to grieve as provided in Articles 17, 18 and 19.

**ARTICLE 5 – DEFINITION OF EMPLOYEE STATUS**

**5.01**

All employees hired to fill a regular position under Article 5.02 or Article 5.03 will be considered probationary for the first ninety (90) days of employment. After successfully completing the probationary period of ninety (90) days, or an extended probationary period, an employee will become regular. The probationary period may be extended by mutual agreement of the parties.

**5.02 Regular**

A regular employee is any employee on a full-time permanent basis whose duties fall within the bargaining unit as defined in Article 2 of this Agreement and who has completed the probationary period.

**5.03 Regular Part-Time**

A regular part-time employee is any person employed on a continuing basis for less than the normal hours of work or work week, whose duties fall within the bargaining unit as defined in Article 2 and who has completed the probationary period. Regular part-time employees shall be covered by all conditions of this Agreement except as follows:

- (i) All benefits and leave benefits for regular part-time employees shall be on a pro-rata basis consistent with the time employed.
- (ii) Sick leave entitlement shall be on a pro-rata basis consistent with the time employed.
- (iii) After three (3) months service, regular part-time employees shall receive statutory holiday pay on a pro-rata basis consistent with the number of hours normally worked in weeks not containing a holiday.

- (iv) Annual vacation entitlement shall be pro-rated in accordance with the actual time worked during the period the vacation was earned and shall be in proportion to the entitlement of a full-time regular employee with the same calendar period of service. Vacation pay shall be as provided in Article 9.

#### **5.04 Temporary**

A temporary employee shall be one so informed by the Employer at the start of employment. Except for employees appointed or hired to temporary vacancies created under Articles 9.10 (Pregnancy and Parental Leave) and 9.08 (Leave of Absence Without Pay) and vacancies created due to long term disability, temporary employment shall be for a specified period not exceeding six (6) months duration, whereupon such employee shall attain regular status. A temporary employee reaching regular status will have rights under this Agreement which are based on length of service for seniority dated from the start of employment.

In their first calendar year of service, the excepted temporary employees with no prior experience will be paid at the six (6) month rate.

Commencing with the second calendar year of service in a comparable job, the excepted temporary employees will be paid at the twelve (12) month rate.

Note: Employees in the exception category above do not attain regular status if they exceed six (6) months service, but may be paid at the twelve (12) month rate by mutual agreement between Employer and Union.

#### **5.05 Casual**

Casual employees shall be those employees hired for additional or relief work for periods of up to one (1) calendar month. Such employees shall be paid at the start rates provided under Appendix "A" of this collective agreement. Casual employees will be guaranteed not less than four (4) hours work on each day they are employed.

- 5.06** The Employer or their Representative shall make known to the employees their duties and from whom they shall receive instructions as to the policies and procedures of the establishment.

### **ARTICLE 6 - UNION REPRESENTATION**

#### **6.01 Union Representatives**

- (a) The Employer recognizes the Union's right to select, subject to its sole discretion, Executive Board Members, Councillors, Job Stewards and any other Union official or representative whose duties involve, in whole or in part, representing employees under this Agreement.
- (b) The Union shall notify the Employer in writing of the names of the persons authorized to represent the Union and/or the employees for the purposes of this Agreement and shall notify the Employer in writing of any changes in these names.

#### **6.02 Union Access**

Authorized agents including Job Stewards of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes or other Union business provided, however, the Union representative first notifies and obtains prior approval from the Employer's representative in charge of the establishment and provided further, that such visitation shall not interfere with conduct of the Employer's business.

### **6.03 Job Steward Activities**

The authority of the Job Stewards shall include the following activities:

- (a) The investigation and presentation of grievances or complaints, which may result in grievances.
- (b) Transmission or posting of Union notices, bulletins or other information to employees or to the Employer. The local Union Representative(s) shall insure that a copy of any such postings is given to the Employer in a timely fashion.

### **6.04 Time off Work for Union Business**

The Job Steward(s) may, within reason, investigate and process grievances during regular working hours, without loss of pay. Before leaving their place of work or duties to assist an employee or confer with a Union Representative, the Job Steward will receive permission from the Employer. The Employer will not unreasonably deny such permission nor will the Job Steward(s) unreasonably exercise the privilege.

### **6.05**

The Employer will grant time off without pay to Job Stewards to attend Job Steward meetings held by the Union and for an employee elected as an Executive Councillor to attend regular Executive Council meetings, provided that the request for leave of absence is made by the Union in writing with at least two (2) week's notice.

### **6.06 Leave of Absence for Union Business**

- (a) Employees who are acting as full-time officers, representatives or staff of the Union shall be granted an unpaid leave of absence for such purposes.
- (b) Employees filling elected or appointed positions in MoveUP shall also be granted an unpaid leave of absence for such purposes.
- (c) Employees returning to work following an unpaid leave of absence for the Union business of less than one year shall return to their former position. Employees returning to work from an unpaid leave of absence for Union Business of one year or greater shall return to their former position or a comparable position with the Employer.

### **6.07 Information for New Employees**

The Employer agrees to acquaint new Employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the provisions dealing with Union Membership and Dues. The Employer shall also provide the new Employee with a copy of the current Collective Agreement and advise the names and locations of their job stewards. The Union shall, on a gratis basis, provide the Employer with sufficient copies of the current Collective Agreement for this purpose. The Employer agrees that a Job Steward shall be given an opportunity to meet with new Employees within regular working hours, without loss of pay, for one (1) hour within the first thirty (30) days of employment for the purpose for acquainting the Employees with the benefits and duties of Union membership and employee responsibilities and obligations to the Employer and the Union.

### **6.08 Bulletin Boards**

The Employer shall provide bulletin board to the Union. The bulletin board shall be used by the Union to post official Union communications relating to official Union business. The Employer agrees that notices related to meetings, dues, health and safety and general Union business may be posted or otherwise distributed at the Employer's place of business provided the Union first obtains permission from the Employer.



### **6.09 Ballot Box**

The Employer agrees that, upon reasonable notice, the Union shall have the right to place ballot boxes in the workplaces of the Employer covered by this Agreement, for the purposes of conducting Union elections, polling or collective agreement votes. The Union agrees that voting by employees will be conducted on employees' time and will not interfere with the operation of the company. Campaigning will not be done during working hours and will not interfere with the operation of the Company.

### **6.10 Union Logo**

Bargaining unit members will be entitled to use/display Union materials and supplies such as Union pins.

## **ARTICLE 7 - HOURS OF WORK AND OVERTIME**

### **7.01**

A regular work day shall consist of eight (8) hours, including a one-hour unpaid lunch period.

### **7.02**

A regular work week shall consist of thirty-five (35) hours worked between 0800 hours Monday, and 1700 hours Friday.

**NOTE:** It is understood that changes to an employee's existing start and finish time may be made at any time:

- (a) by mutual agreement between the Employer and the employee; or
- (b) by the Employer giving the employee two (2) weeks notice of the change.
- (c) In addition to the above, an employee's existing start and stop time may be changed to between 0700 hours and 1730 hours by mutual agreement between the Employer and the employee.

### **7.03**

A one (1) hour, or, if mutually agreeable to employee and employer, taking into consideration business requirements, a 30 minute lunch period will be provided and taken whenever possible within the two (2) hours in the middle of the regular working day, precise time to be arranged between the Employer and the employee. In order to facilitate the banking of time to provide for earned days off pursuant to Article 7.06, the lunch period may be reduced to one-half (1/2) hour by mutual agreement between the employee and the employee's immediate supervisor.

### **7.04**

Two (2) relief periods per day of fifteen (15) minutes each, one (1) in the morning and one (1) in the afternoon, shall be taken without loss of pay.

### **7.05**

Hours of work may be varied subject to mutual agreement between the Employer and the Union. The daily and weekly hours set out in Articles 7.01 and 7.02 of this Agreement will be used as the standard, failing mutual agreement.

## 7.06 Earned Days Off

The Employer and the Union agree that for the duration of this collective agreement all regular full-time employees who have completed the probationary period will work in accordance with an earned days off schedule throughout the year upon mutual agreement:

Employees hired between July 1 – December 1 are eligible to earn 2.5 days of EDO time only for that year.

- (a) Each employee and their immediate supervisor shall establish a mutually agreeable schedule for the employee to work an additional one-half (.5) hour per day which time shall be banked to provide for earned days of leave as set out under sub-paragraph (b) below. During the period the employee is working the additional one-half (.5) hour of work per day the regular work day shall consist of seven and one-half (7½) hours between the hours of 0800 and 1700 for which the employee will be paid for seven (7) hours. The maximum time that may be banked to provide for earned days of leave as set out under sub-paragraph (b) below is thirty-five (35) hours (five (5) days).
- (b) An earned days off schedule will be in effect throughout the year upon mutual agreement.
- (c) The employee's start and finish times shall be assigned by the Employer and will be effective the date of implementation of this provision. In addition, the Employer shall establish an earned days off schedule throughout the year upon mutual agreement. In assigning days off, the Employer will consider employee preferences by seniority.
- (d) In response to reasonable requests of the Employer, employees will work an earned day off to cover for a regularly scheduled employee who is ill, on vacation, or otherwise unavailable, and will be granted a substitute day off. This day off shall be considered to be the employee's scheduled day off for the purposes of clause 7.08.
- (e) The number of days to which an employee is entitled is dependent on the amount of time which the employee has banked pursuant to sub-paragraph (a) above. An annual adjustment for each employee will be made to reflect whether they have received time off which has not been earned or have earned time for which time has not been taken. The method of repayment shall be mutually agreed to between the Employer and the employee.
- (f) Employees who leave part-way through the year will have adjustments made to their final pay to reflect whether they have received time off which has not been earned or have earned time for which time has not been taken. This earned day off schedule will only be continued in successor collective agreements if the Employer and the Union mutually agree to do so.

All other provisions of this collective agreement will be modified as necessary to provide for an earned day off without increase in benefits or decrease in productivity of employees under this Agreement.

**7.07 Overtime Premiums**

All time worked before or after the regularly established work day or in excess of the hours stated in Article 7.01 and Article 7.06 shall be considered as overtime and shall be paid at the rate of 200% of the employee's pro-rated hourly rate.

**7.08**

All time worked on a Saturday, Sunday, scheduled day off, or on a statutory holiday as provided in Article 8, or on a day granted in lieu thereof, shall be considered as overtime and paid at the rate of 200% of the employee's pro-rated hourly rate.

**7.09**

All employees requested to work overtime beyond the regular work day shall be allowed a one hour (1) paid meal period at the regular pro-rated hourly rate of pay, provided such overtime is in excess of two hours (2) work. The meal period may be taken before, during or after the overtime work as may be appropriate and mutually agreed.

**7.10**

Employees who are called in during regularly scheduled days off or vacations, or who are called back to work outside the regular working day, other than for regularly scheduled overtime, shall receive a minimum of four (4) hours pay at overtime rates, provided the employee reports for such work.

**7.11**

Regularly scheduled overtime shall mean overtime for which at least twenty-four (24) hours notice has been given. Emergency overtime shall mean overtime for which less than one (1) day's notice is given. Employees requested to work beyond their regular shift with less than twenty-four (24) hours notice, that is emergency overtime, shall work up to two (2) hours under regular overtime provisions. Work beyond the two (2) hour allowable period shall entitle the employee to not less than two (2) hours additional pay at overtime rates. The meal hour allowance in the foregoing Article 7.09, shall be separate and apart from the above premium provisions.

**7.12**

Employees who work overtime may elect to take time off in lieu of overtime pay but such time off must be taken at a time mutually agreed upon with the Employer. The length of time off with pay shall be equal to the straight-time equivalent to the overtime earnings. Overtime earned between January 1 and December 31 must be taken prior to December 31 of that same year, or will be paid out at the rates in effect when the overtime was earned.

For clarity, one (1) hour of overtime worked shall be equal to two (2) hours of straight time for the purposes of this Article.

**7.13**

Paid sick leave or extended sick leave shall not reduce overtime pay earned during a regular work day or work week during which such sick leave occurred.

## **ARTICLE 8 - STATUTORY HOLIDAYS**

### **8.01**

The Employer agrees to provide all full-time employees with the following statutory holidays, without loss of pay:

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

and any other day that may be stated a legal holiday by the Provincial, Civic and/or Federal Government. The Employer further agrees that should one of the above statutory holidays fall on either a Saturday or a Sunday, and no other day is proclaimed in lieu thereof, the employees shall receive an additional day or days off, with pay, to be taken the working day preceding the holiday or the working day succeeding the holiday or at a time mutually agreed by the Employer and the employee.

### **8.02**

Where, in the opinion of the Employer, work on Easter Monday is essential, another compensating day mutually agreed to, will be granted, and overtime rates will not prevail for the work performed on Easter Monday. Should the Employer, however, request the employee to work on the agreed day off, then overtime rates shall apply.

### **8.03**

In the event that the holidays enumerated in the foregoing Article 8.01 occur during the period of an employee's vacation, an additional day's vacation with pay shall be allowed for each holiday so occurring.

### **8.04**

Employees on layoff or other authorized leave, including, but not restricted to, weekly indemnity and long-term disability, shall not be entitled to statutory holidays.

## **ARTICLE 9 - ANNUAL VACATIONS AND LEAVE OF ABSENCE**

### **9.01**

- (a) Upon completion of six (6) months service in the first year of employment, an employee shall be entitled to receive a paid vacation of five (5) working days, which if taken, will be deducted from the total entitlement for that year. Such vacation shall be taken at a time mutually agreed with the Employer.
- (b) Each employee who completes one (1) years service shall receive a paid vacation of fifteen (15) working days. Payment for such vacation shall be at a current wage rate or six percent (6%) of gross earnings for the period in which vacation was earned, whichever is greater.

### **9.02**

Each employee who completes five (5) years service shall receive twenty (20) working days paid vacation. Each employee who completes seven (7) years service shall receive twenty-five (25) working days paid vacation. Pay for such vacation shall be at the employee's current wage rate or eight percent (8%) of gross earnings for the period in which vacation was earned, whichever is greater.

### **9.03**

For each completed year of service in excess of seven (7) years, each employee shall receive one (1) working day paid vacation, to a maximum of thirty (30) working days.

### **9.04**

Payment for vacation entitlement outlined in Article 9.02 and 9.03 above shall be:

- (a) 21 and 22 days — eight percent (8%) of gross earnings or current wage rate, whichever is greater.
- (b) 23-27 days inclusive — ten percent (10%) of gross earnings or current wage rate, whichever is greater.
- (c) 28 days and over — twelve percent (12%) of gross earnings or current wage rate, whichever is greater.

Vacation entitlement based on gross wages will be adjusted once annually. Any additional vacation pay owed to employees will be included in the second pay period in January.

### **9.05**

Any employee who is absent in excess of twenty-two (22) working days in the vacation year, exclusive of vacation leave, statutory holidays or leave of absence for union business to a maximum of fifteen (15) working days, shall be entitled to a vacation as set forth above but shall be paid for such vacation on the basis of the applicable percentage of gross earnings. Employees will be given the option of taking a reduced vacation entitlement at their regular rate of pay.

### **9.06**

Senior employees shall be given preference in the selection of vacation periods. Employees who wish to take their vacation in two (2) or more periods instead of one (1) unbroken period may do so subject to the following:

- (a) Vacation schedules are established by the Employer consistent with the provisions of sub-paragraphs (b) and (c) below, and are subject to the operational requirements of BCCNM. Consistent with the foregoing, an employee's vacation request shall not be unreasonably denied. Once established, vacation schedules cannot be altered except by mutual agreement between the Employer and the employee.
- (b) Employees must submit their vacation preferences to the Employer by January 31 each year in order to exercise their seniority with respect to vacation preferences in that vacation year. The Employer shall notify every employee who has submitted their vacation preferences pursuant to this Article of their scheduled vacation by March 1 of each year.
- (c) Employees shall select their vacation periods in order of seniority as defined in this Agreement. However, only one (1) vacation period shall be selected by seniority until all employees in a department have selected one (1) period. Subsequently, all employees in the department who have chosen to take their vacation in two (2) or more separate periods shall select the second (2nd) and subsequent period in order of seniority.
- (d) Employees may choose to carry over a maximum of five (5) days vacation entitlement. These vacation carry over days must be taken by December 1 of the following year, and will not accumulate year to year.

**9.07**

Any employee may apply for, and where possible receive, up to six (6) months leave of absence without pay for reasons other than sick leave. Permission for such leave must be obtained in writing from the Employer.

**9.08 Bereavement Leave**

In cases of death in the immediate family, i.e., husband, wife, son, daughter, father, step-father, father-in-law, mother, step-mother, mother-in-law, sister, brother, common-law spouse, step-child, grandparent or grandchild, or spouse's grandparent or grandchild, an employee shall be granted up to three (3) working days leave of absence with full pay. Such leave of absence will not be charged against sick leave, holiday entitlement or other accrued time off.

Employees who are required to travel outside of the Lower Mainland, i.e., the area bounded by the Canada/United States border (south), by Whistler (north), and by Hope (east) due to bereavement leave as described above will be allowed additional time off with pay for any necessary period of absence not to exceed two (2) working days.

**9.09 Pregnancy and Parental Leave**

The pregnancy and parental leave provisions in the Employment Standards Act of the Province of British Columbia shall apply.

**9.10 Family Responsibility Leave**

In case of illness or an emergency in the immediate family, an employee may be granted necessary time off without loss of basic pay, in order to make suitable arrangements. Such leave will be limited to a maximum of one (1) day at any one time, and to a maximum of twenty (20) hours total per calendar year, and may be taken up to a maximum of five (5) occasions per calendar year. The Employer may grant additional leave with or without pay, as the occasion merits. The employee may be required to provide supporting evidence under such circumstances. For the purposes of this provision, "immediate family" is as defined in Article 9.09.

**9.11 Gender Transition Leave**

If an employee provides a certificate from a medical practitioner confirming that the employee is to undergo gender transition, the Employer, the Union, and the employee will work together to tailor the general transition plan to the employee's particular needs, taking into consideration the Employer's operational needs, and specify any necessary accommodations. Any leaves will be in accordance with the Collective Agreement.

**9.12 Domestic or Sexual Violence Leave**

The Employer will grant, upon request, Domestic or Sexual Violence Leave in accordance with the Employment Standards Act, as amended from time to time.

**9.13 Compassionate Care Leave**

The Employer shall grant, upon request, unpaid Compassionate Care Leave in accordance with the Employment Standards Act, as amended from time to time.

## ARTICLE 10 - SICK LEAVE, WELFARE PLAN AND PENSION PLAN

### 10.01

- (a) (i) The Employer will allow two (2) days per month sick leave with full pay. Such sick leave may be accumulated from month to month to a maximum of fifteen (15) days per calendar year. At no time will an employee's accumulated sick leave credits exceed fifteen (15) days.
- (ii) In order to qualify for sick leave credit in any month, an employee must work a full 10 days in that month.
- (iii) Sick leave is to be used in the event that the employee is unable to work as a result of illness or injury. If requested by the Employer, prior to returning to work, a Doctor's certificate must be supplied by the employee in respect of any illness extending beyond three (3) working days or where the Employer perceives that a pattern of absence is developing.
- (iv) One half (1/2) of the unused portion of an employee's sick leave credits, to a maximum of seven and one-half (7-1/2) days will be payable upon retirement or termination. If an employee has completed more than five (5) years of service on the date of termination of employment, a minimum of five (5) days will be payable.

#### (c) **Leave for Medical, Dental Appointments**

Wherever possible, medical and dental appointments shall be scheduled outside of regular working hours. Where this is not possible, an employee will be allowed up to fourteen (14) hours in any calendar year from their accumulated sick leave bank for medical or dental appointments, including situations where the employee is required to attend at medical or dental appointments with a spouse, child, father or father-in-law and mother or mother-in-law and step-father and step-mother. Such leave is to be taken at the beginning or end of the working day whenever possible. Leave for medical/dental appointments shall not exceed fourteen (14) hours in any calendar year.

- (d) A claim for benefits must be made under the weekly indemnity plan for any disability that results in time loss in excess of the prescribed waiting period. The lost working days that occur within any waiting period as prescribed by the weekly indemnity plan shall be charged against the employee's sick leave bank provided that the employee has sufficient sick leave credits to cover the waiting period. If the employee does not have sufficient sick leave credits to cover the waiting period as prescribed by the weekly indemnity plan such leave shall be without pay. Employees shall utilize all but five (5) sick leave credits before applying for short term disability benefits.

**10.02 Health and Welfare Plan**

(a) The Employer shall arrange to make available to regular full-time employees who have completed their probationary period a health and welfare plan as follows:

Medical Services Plan	As provided by the Province of British Columbia
Extended Health	<u>No annual deductible.</u>
Dental Plan	Part A (Basic): 100% coverage Part B (Major): 80% coverage Part C (Orthodontic): 50% coverage Limit of \$2,500.00 per individual per calendar year; limit of \$2,500.00 per lifetime on orthodontic services.
Group Life	\$25,000.00
Accidental Death & Dismemberment	\$25,000.00
Weekly Indemnity	75% of employee's earnings to a maximum of \$750.00 per week. Benefits to commence the first calendar day of accident and the eighth calendar day of illness for a maximum of seventeen (17) weeks.
Long Term Disability	75% of monthly earnings to a maximum of \$3,000.00 per month.
Vision Care	Limit of \$200.00 per individual per calendar year  <u>In addition to:</u>  <u>Eye exams</u> _____ <u>100% coverage</u>  Limit of one (1) eye exam every two (2) years for adults and every year for dependent children.

(b) All existing full-time employees who have completed the probationary period shall join the plan on the first day of the month following the execution of this Agreement. New employees and existing employees who have not yet completed the probationary period will be eligible to participate in the health and welfare plan on the first day of the month following successful completion of the probationary period.

(c) All eligible employees shall participate in the plan as a condition of employment. Enrollment in the plan or any portion of the plan is not completed until the employee has signed any required application forms and the insurer has confirmed acceptance of the application.

(d) The premium cost of the benefit coverage set out under Paragraph (a) above will be paid 100% by the Employer.

(e) The Union recognizes that the Employer's obligation is restricted to making a plan



available and paying the premiums required by Article 10.02(d) above. Eligibility for and/or entitlement to any of the benefits outlined in Article 10.02(a) shall be governed by the terms and conditions of the plan itself. Disputes about such matters shall be between the employee and the insurer and will be resolved in accordance with the plan itself and not arbitrated under the collective agreement. It is understood and agreed that it is the responsibility of each employee to be familiar with the specific details of coverage and eligibility requirements of all benefits plans and that neither the Union nor the Employer has any direct responsibility for ensuring that all requirements for eligibility, coverage or benefit entitlement are met by the employee beyond the obligations specifically stipulated in this Agreement. The Union will be provided with a copy of the Plan documents as well as any modifications or changes to the Plan which may be made from time to time by the carrier.

- (f) Employees shall be granted extended sick leave of absence without pay of up to six (6) months, with up to one (1) year of service, and twelve (12) months if over one (1) year of service, during periods of lengthy illness or disability as certified by a medical doctor. During that period of leave seniority will be retained.
- (g) Subject to Article 10.02(h), if an employee who has been covered by the health and welfare plan is laid-off or on leave of absence for any reason, the employee's coverage under the plan shall continue until the end of the month in which the lay-off or leave of absence commences. Employees on a leave of absence shall have the option of maintaining coverage under the Medical Services, Extended Health, Dental, Group Life and Accidental Death and Dismemberment Plans for a period of ninety (90) days from the date of the or absence if the employee pays the full cost (100%) of the premiums required for coverage during such period, fully paid to the Employer in advance or by monthly post dated cheques before the leave commences. When an employee returns to work after lay-off or authorized leave of absence the employee shall be reinstated to coverage under the plan effective the first day of the calendar month following the date of return providing the employee is still employed on the first working day of that month.
- (h) The Employer shall continue to pay the premium cost of the benefit coverage while an employee is on weekly indemnity (not long term disability).

### **10.03 Municipal Pension Plan**

All regular full-time and regular part-time employees shall participate in the Municipal Pension Plan as a condition of employment upon satisfactory completion of their probationary period and appointment to permanent staff. The contributions shall be as determined in the regulation of that plan, and any changes thereto.

### **10.04**

The Employer will apply any premium reductions allowed by UIC for approved Wage Indemnity Plans towards the increased cost of other employee benefits such as the Dental Plan.

### **10.05 Return to Work**

Employees returning to work following an absence on long term disability of one year or more will return to their former position or to a comparable position with BCCNM.

## **ARTICLE 11 - WAGES**

### **11.01**

Employees will be classified in accordance with the skills used and shall be paid not less than the minimum weekly or hourly wage rate for such classification in accordance with the table of wage rates and categories as set forth in Appendices "A" and "B", which are attached hereto and made part of this Agreement.

### **11.02**

Any position not covered by Appendices "A" and "B", or any new position which may be established during the life of this Agreement, shall be subject to negotiations between the Employer and the Union. In the event that the Parties are unable to agree as to the classification and rate of pay for the job in question, or in re-classifying any position of an employee which may be in dispute, the matter may be submitted to the Arbitration Procedure, as defined in Articles 18 or 19 of this Agreement.

### **11.03**

No clause in this Agreement shall at any time be so construed as to reduce the pay or increase the hours of any employee now on the payroll of the Employer. Nor can it be so construed that any employee may not be given a salary above minimum, be granted an increase in pay before period specified or be advanced or promoted in the service of the Employer.

### **11.04**

Where an employee has the necessary qualifications and has proven their ability to handle the work, there shall be no discrimination between employees in the matter of appointments to vacant positions or in salaries for such positions. The Employer recognizes equal pay for equal work.

### **11.05**

Any employee working regularly on a combination of classifications shall be paid the wage scale of the highest classification worked within service range.

### **11.06**

An employee assigned to a higher job classification or temporarily replacing another employee in such higher classification for a period of one (1) hour or more, shall be paid at the higher rate for the period so employed, provided the employee has the qualifications necessary and fulfills the duties of the higher job.

### **11.07**

Any employee hired, who reports for work and is not put to work, shall be guaranteed a minimum of four (4) hours pay.

### **11.08**

The Parties agree that the rates of pay specified in Appendix "A" shall be effective on the dates specified in Appendix "A."

### **11.09**

Wages will be paid every second Friday.

## **ARTICLE 12 - SENIORITY**

### **12.01**

Seniority shall mean length of continuous service with the Employer and its predecessors, as a Union member, except that credit shall be given for service prior to certification of the bargaining unit, provided such service was in a bargaining unit position.

### **12.02**

Except as otherwise provided in this Agreement, an employee who leaves the bargaining unit and subsequently returns, will be considered a new employee from the date of re-entering the unit for purposes of seniority credit.

### **12.03**

An employee laid-off and placed on the Recall List under Article 13.08, will be credited with unbroken seniority upon recall within the recall period.

### **12.04**

No seniority shall accrue for short terms of temporary work except that temporary employees who attain regular status shall have seniority credited from the last date of entry as an employee of the Employer.

### **12.05**

Regular part-time employees will be considered as regular employees and credited with seniority on a pro-rated basis consistent with the period employed.

### **12.06**

When on approved leave of absence on Union business under Article 6.06, sick leave and weekly indemnity leave under Articles 10.01 and 10.02, an employee will continue to accrue seniority. Employees granted extended leave of absence under Article 9.08 will be credited with accumulative seniority as defined in Article 12.07, below.

### **12.07**

Accumulative seniority is defined as total elapsed time as a member of the Union and an employee in a job classification within the bargaining unit.

### **12.08**

Seniority lists will be made available by the Employer at such times as may be required for the administration of this Agreement.

## **ARTICLE 13 - PROMOTION, LATERAL TRANSFER, LAY-OFF AND RECALL**

### **13.01**

(a) All new regular full-time or part-time positions or vacancies (including temporary vacancies as defined under Article 13.01(b) below) shall be posted in a conspicuous place not less than seven (7) calendar days before the closing date for applications. Notification of the posting will be sent to the local Union office at the time of the posting. Article 3.02 will only apply to applications by union members received by the closing date. All bargaining unit employees shall be entitled to apply for the position. An employee absent from work for reasons of health or vacation shall have the job posting mailed or emailed to the employee's last known place of

residence/last email on file. Failure of an employee to apply for a vacancy or to appear for an interview shall not stand in the way of the Employer to fill the vacancy on a permanent basis. Employees applying to a vacancy after the closing date will be considered the same as external applicants.

- (b) The Employer agrees to post temporary vacancies created under Articles 9.09 or 9.10 if the vacancy is anticipated to exceed six (6) months in duration. All applications for temporary vacancies are subject to departmental requirements but permission to be temporarily transferred shall not be unreasonably withheld. The provisions of Article 13.04 apply to such temporary vacancies. Temporary jobs shall be re-posted if they become permanent in nature, unless otherwise specifically agreed to with the Union. A regular employee who applies and is successful for a temporary position created under Articles 9.09 or 9.10 shall retain their regular status and benefits when filling the temporary position and shall be returned to their regular position on completion of the specified period. During the period the employee is in the temporary position, the employee's regular position shall be filled by the Employer in whatever way it sees fit. There shall be no requirement to post such temporary vacancies.

### **13.02**

The Employer shall fill job vacancies from within the office before hiring new employees, providing employees apply for such vacancies and are qualified as set forth in Article 13.04 to fill such positions.

### **13.03**

An employee promoted or laterally transferred to a vacant position shall be on probation in the new position. The probationary period shall be for ninety (90) calendar days for a promotion and the qualifying period shall be for sixty (60) calendar days for a lateral transfer. During this period of time the employee, at their own request, or at the discretion of the Employer, may be returned to their previous position.

### **13.04**

Promotions and lateral transfers shall be made on the basis of seniority, ability and experience. In the event two or more employees have the same relative ability and experience, the employee with the greatest seniority shall be selected. Minimum salaries paid in the event of a promotion shall be at the employee's length of service step with the Employer. An application by an employee for a vacancy within the employee's own classification will be treated by the Employer as an application for a lateral transfer and thus be eligible for consideration under this Article in the following circumstances:

- (i) the employee has been in the same position for a period of one (1) year at the time the application is made;
- (ii) the employee's performance in their current position is satisfactory; and
- (iii) the move would not have a significant negative impact on the College's operations.

### **13.05 Lay-off**

If a reduction of office staff is necessary, the Employer shall meet with the Union Representatives and the following procedure shall be adopted:

The employee with the least amount of seniority in any job category will be the first laid-off from that job, but they may “bump” or displace an employee in the same or lower classification with the least seniority in such classification, providing they have the qualifications to satisfactorily perform the job and have greater seniority. Employees who are displaced from their jobs as a result of such bump-back procedure, may themselves move back and displace employees having less seniority in the same or lower classification, providing such employees have the necessary qualifications and seniority. Employees subject to lay-off may exercise a maximum of two bumps per lay-off. All bumping must be completed within two (2) weeks of commencement of the lay-off.

**13.06**

All regular (i.e., permanent) employees shall be given two (2) weeks notice of lay-off or two (2) weeks salary in lieu of notice.

**13.07**

Any regular full-time or part-time employee with six (6) months or more of service who is laid-off due to lack of work or redundancy, shall be placed on the recall list for a period of one (1) year.

**13.08 Recall**

Notice of recall to an employee who has been laid-off shall be made by email (where available) and registered mail to the Union with a copy to the employee. The employee must respond to the Employer stating whether they will accept the recall within ten (10) days of receiving such notice or possibly lose rights of seniority and recall. However, an employee who is prevented from responding to a recall notice because of illness or other reason beyond the employee's control shall not lose such rights thereby.

**13.09**

Employees on the Recall List shall have first rights to any vacancy in their former job classification or to a similar classification for which the employee is qualified, and the Employer will not hire for, transfer to, or promote to such a classification while an eligible employee is on the Recall List.

**13.10**

Recalled employees shall receive their former salary and any salary increments to which the employee would have become entitled during the period on the Recall List. All rights due to seniority under this Agreement shall be unaffected by such a lay-off period.

**ARTICLE 14 - GENERAL**

**14.01**

Employees shall not be asked to make any written statement or verbal contract which may conflict with this Agreement.

**14.02**

Working conditions, wages and benefits at present in force which are not specifically mentioned in this Agreement and are not contrary to its intention, shall continue in full force and effect.

**14.03** The Employer agrees to keep all office machinery, furniture and fixtures in a normal state of repair and working condition.

**14.04** All members shall be required to use their Union label.

**14.05** The Union label shall be made available to the Employer. The privilege of using the Union label shall be extended to the Employer as long as this Agreement remains in full force and effect and the Employer is fulfilling all of its terms and conditions. The Union label shall be the official Union label of MoveUP and shall remain the sole property of the Union.

**14.06** No work which is properly or customarily performed by employees within the bargaining unit covered by this Agreement shall be sub-contracted by the Employer to any shop, agency or person outside the bargaining unit, except as provided in Article 14.06 above.

**14.07 Jury Duty**

Employees summoned to Jury Duty or subpoenaed as a witness in any court proceeding provided that the court proceeding is not occasioned by, or related to, the employee's personal affairs shall be paid wages amounting to the difference between the amount paid them for jury service and the amount they would have earned, had they worked on such days. Employees on Jury Duty shall furnish the Employer with such statements of earnings as the Courts may supply. Employees shall return to work within a reasonable period of time. They shall not be required to report if less than two (2) hours of their normal shift remains to be worked. Total hours of Jury Duty and actual work on the job in the office in one (1) day, shall not exceed the hours of work as defined in Article 7.01 and Article 7.06 for purposes of establishing the basic work day. Any time worked in the office in excess of these hours, shall be considered overtime and paid as such.

**14.08 Picket Lines**

It shall not be a violation of this Agreement or cause for discharge of any employee, in the performance of her/his duties, to refuse to cross a legal picket line recognized by the Union. The Union shall notify the Employer as soon as possible of the existence of such recognized picket lines.

**14.09**

During the life of this Agreement, there shall be no lockout by the Employer or any strike, sit-down, slowdown, work stoppage or suspension of work either complete or partial for any reason by the Union.

**14.10 Reimbursement for Expenses and Mileage**

Reimbursement for expenses is as per current BCCNM policy, and any future changes therein.

**14.11**

**Labour/Management Committee**

The Employer and the Union hereby agree to establish a Joint Labour/Management Committee to consist of two (2) representatives of each Party, with each party selecting its own representatives.

(a) Objective of Committee

- (i) The objective of this Committee are to provide an opportunity for effective ongoing communication; to discuss the culture and principles of the organization; and will be to discuss and to promote harmonious relations between the Employer, the Employees and the Union.
  - (ii) Topics of Discussion by the Committee will not include any matter currently under the Grievance or Arbitration process contained within this Agreement, unless mutually agreed to by the Parties.
- (b) **Committee Meetings**  
The parties shall meet once every three (3) months until this Agreement is terminated, for the purpose of discussing issues relating to the workplace that affect the parties or any employee bound by this Agreement. Committee meetings will be held during normal working hours unless agreed otherwise and any time spent by Employee Committee members shall be without loss of pay.
  - (c) **Selection of Chairperson**  
Chairing of any meeting of the Labour/Management Committee shall be rotational between the Employer and the Union on a meeting-by-meeting basis.
  - (d) **Minutes of Meetings**  
Minutes shall be kept of all meetings of the Labour/Management Committee and a copy provided to each Committee member and the Union.

#### **14.12**

It is a condition of employment for employees in the positions of Cashier, and in other positions requiring regular cash handling, to be bondable and to be bonded according to the requirements of the Employer.

#### **14.13 Absences from Work**

Unless otherwise provided in this Agreement, absences from work for personal reasons other than illness shall be without pay. In all cases, absences from work shall be reported to the Employer by completing the appropriate authorization form.

#### **14.14 Parking**

If in the future, the Employer moves to a location (other than 200 Granville Street, Vancouver, BC) where the Employer controls the parking available, employees shall be entitled to park in the Employer's facilities on a first come, first serve basis. This is not to be construed as a guarantee of parking to any employee.

#### **14.15 Tuition**

Subject to the Employer's organizational needs, the Employer will pay the tuition fees and course materials upon successful completion of a course(s) approved by the Employer. An employee taking a course approved under this section will be given a maximum of one day per calendar year of paid staff development leave to attend the course or to take an examination, provided the course or examination is scheduled during regular working hours.

#### **14.16 Privacy Rights**

The Employer agrees to comply with the principles of all provincial and federal statutes regarding information and privacy rights and will not release any personal information to any entity contrary to the statutes.

## **ARTICLE 15 – HARASSMENT FREE WORKPLACE**

### **15.01 Discrimination and Harassment in the Workplace**

Employees are entitled to work in an environment which is free of discrimination, harassment on the basis of a protected ground and personal harassment.

### **15.02 Definition of Protected Ground**

“Protected Ground” means a protected ground under the British Columbia *Human Rights Code* and section 6 of the British Columbia *Labour Relations Code* and includes race, colour, ancestry, place of origin, political belief, religion, marital or family status, sex, sexual orientation, age, physical or mental disability, conviction for a criminal or summary conviction offence unrelated to employment, or membership or activity in a trade union.

### **15.03 Definition of Discrimination**

“Discrimination” means making a distinction that is based on a Protected Ground applicable to an individual or group which has the effect of imposing burdens, obligations, or disadvantages on such individual or group not imposed on others.

### **15.04 Definition of Harassment on the Basis of a Protected Ground**

“Harassment on the Basis of a Protected Ground” means unwelcome conduct arising from or related to a Protected Ground that detrimentally affects the work environment or leads to adverse job-related consequences for the recipient of the harassment.

### **15.05 Definition of Personal Harassment**

“Personal Harassment” means objectionable behaviour deliberately targeting a specific employee or employees, which:

- (a) serves no legitimate purpose, and
- (b) would be considered by a reasonable person to have the effect of creating an offensive work environment,

but does not include:

- (a) any reasonable action taken by the Employer relating to the management, supervision, or direction of an employee or employees, or the workplace;
- (b) any reasonable action taken by the Employer otherwise relating to any rights of the Employer under Article 4; or
- (c) single incidents of a minor nature.

### **15.06 General**

- (a) The Employer shall maintain a Respectful Workplace Policy (the “Policy”), including procedures for making, investigating and responding to complaints related to discrimination, harassment on the basis of a protected ground, and personal harassment.
- (b) Any employee who wishes to make a complaint under this Article shall follow the procedures in the Policy. Both the complainant and respondent to any complaint under this Article may have Union representation at any stage of the process.



- (c) Any employee who makes a complaint under this Article which is determined by the Employer to be frivolous, vexatious, vindictive, or in bad faith shall be subject to discipline, up to and including termination of employment for just cause, and which may include being held personally responsible for the costs of any investigation undertaken by the Employer relating to their complaint.
- (d) Retaliation against an individual who made a good faith complaint under this Article is prohibited and shall be considered a form of harassment subject to the provisions of this Article.
- (e) This Article is not meant to inhibit interactions or relationships based on mutual consent or normal social contact between employees.
- (f) Any complaint under this Article, or disciplinary action taken by the Employer arising from a complaint under this Article, shall be subject to the grievance procedure in Article 18.
- (g) Nothing in the Policy shall affect the interpretation of the substantive rights of the parties under this Article.

## **ARTICLE 16 - DISCIPLINE AND TERMINATION**

### **16.01**

It is hereby agreed that the Employer has the right to discipline or terminate an employee for just cause and notice or pay in lieu of notice may be forfeited in the event of such discharge, at the Employer's option. The Employer will provide the employee with a statement, in writing if requested, clearly establishing the reasons for such discipline or termination, with a copy to the Union, at the time of discipline or termination.

### **16.02**

Where the Employer schedules a meeting with an employee for the purposes of disciplining that employee, the Employer shall advise the employee of their right to have a job steward present.

### **16.03**

If a regular (i.e., permanent) employee is terminated, except as provided in Section 1 above, said employee shall receive two (2) weeks written notice immediately prior to the date of termination, or the equivalent in wages. If notice is given prior to the vacation period of any employee, such employee shall receive two (2) weeks wages, at the employee's current salary, in addition to vacation pay to which the employee is entitled, plus all other benefits.

### **16.04**

If an employee resigns without giving two (2) weeks written notice, the employee shall forfeit entitlement to payment for unused sick leave credits, severance pay, and retroactive pay, to a maximum of two (2) weeks pay.

### **16.05**

If upon joint investigation by the Union and the Employer, or by decision of the Board of Arbitration appointed pursuant to the terms of this Agreement, it shall be found that an employee has been unjustly discharged, such employee shall be, subject to the award of the said Board or pursuant to the mutual findings of the Union and the Employer, reinstated to their former position without any loss of seniority or rank or benefits, and shall be

compensated by the Employer for all time lost retroactive to the date of discharge.

#### **16.06**

An employee whose employment is terminated by the Employer, as set forth in Section 1 above, shall be paid all vacation credits and salary due upon such termination of employment.

#### **16.07 Personnel File**

(a) Once in every year, or after a grievance has been filed, an employee shall have the right to examine their personnel file. The employee shall give reasonable notice to the Human Resources Coordinator.

The employee may request a union representative to be present at the time of examination.

Time spent by the employee and the union representative in examining the personnel file shall be paid time for a maximum period of fifteen (15) minutes.

The Human Resources Coordinator or a Human Resources representative must be present during the employee's review of their file.

(b) An employee who has been subject to disciplinary action may, after thirty-six (36) months of continuous service from the date of the disciplinary action, request that their personnel file be expunged from any record of the action. The Employer shall grant such a request provided:

(i) the employee's file does not contain any further disciplinary action during that thirty-six (36) month period; and

(ii) the disciplinary action is not the subject of any unresolved grievance.

The parties agree that performance evaluations (including employee comments), and documentation of absences relating to innocent absenteeism is not disciplinary action and will not be expunged from the employee's personnel file.

#### **16.08 Performance Assessments**

(a) Where a formal performance assessment of an employee's work performance is conducted, the employee shall be given sufficient opportunity to read, review and discuss the assessment. The performance assessment will be initialed by the employee to indicate that they have received and read copy of the same. A place will be provided on the assessment form for the employee to indicate their agreement or disagreement with review.

(b) Performance assessments shall be used by the Employer as a means of assisting in the training and development of employees or to bring to the employee's attention areas that require improvement.

(c) Where disciplinary action is taken in connection with matters addressed in an assessment, the Employer shall issue a letter of discipline concerning these matters separate and apart from the assessment document.

## **ARTICLE 17 - TECHNOLOGICAL OR PROCEDURAL CHANGES AND SEVERANCE PAY**

### **17.01**

Wherever possible, the Employer will provide the Union with twenty-six (26) weeks notice of intention to introduce automation, equipment or procedures which might result in displacement or reduction of personnel or in changes of job classifications.

### **17.02**

Employees becoming redundant due to new equipment or procedures, shall be eligible for re-training to equip them for the operation of such new equipment or procedure, or to qualify for new positions. Such re-training will be provided by the Employer without loss of pay to the affected employees.

### **17.03**

In cases where the re-training of employees is not practical, or where other positions with the Employer are not available, the employee(s) shall elect for termination of employment or shall elect to be placed on the recall list. An employee on recall under this Section shall receive all the benefits they had accrued during employment at the end of the recall period or at such earlier time as they may elect to terminate.

### **17.04**

A specified extension of the recall period, where recall is applied under Article 16.03 above, may be mutually agreed by the employee and the Employer, subject to written approval by the Union.

### **17.05 Severance Pay**

Employees whose services are terminated because of automation, changes in procedures, mergers or suspension of business, shall receive severance pay. The amount of such severance pay shall be one (1) week for each year of service to a maximum of twenty (20) weeks. Severance pay shall be payable to an employee immediately upon termination or at a later date, as requested in writing by the employee, but no later than the end of the recall period as set out in Article 13.07.

## **ARTICLE 18 - GRIEVANCES**

All grievances or disputes resulting from the operation of the Agreement or arising under specific clauses thereof, or in any way affecting relations between the Employer and the employees covered thereby shall be handled in the following manner. A grievance filed by an employee shall commence with Step 1. A grievance filed by the Union will be called a dispute and commence with Step 3. Discharge and discipline of five (5) or more days will move directly to Step 3 of the grievance procedure.

Bargaining unit members will first pursue any respectful work environment issue(s) through the Employer's Respectful Workplace Policy. To the extent any such issue(s) is not resolved through this Policy, it may be referred to the grievance procedure under the collective agreement.

**STEP 1:** If an employee believes that they have a grievance, the employee and their job steward will discuss the matter with their immediate supervisor within ten (10) days of the occurrence of the grievance.

**STEP 2:** The grievance will be reduced to writing within ten (10) days after an unsuccessful Step 1 discussion and will be presented to the grievor's immediate supervisor by the Job Steward and the grievor. The written grievance will set out the nature of the grievance.

**STEP 3:** If the grievance is not settled at Step 2, the grievance will be presented to the Registrar/Chief Executive Officer or their designate by the job steward and the union business representative within ten (10) days after an unsuccessful Step 2 discussion.

**STEP 4:** If the grievance is not settled at Step 3, it will be referred to Arbitration.

## **ARTICLE 19 – ALTERNATE DISPUTE RESOLUTION**

At the conclusion of the discussions pursuant to the grievance procedure set out above, should a grievance remain unresolved, either party may refer the unresolved grievance to Alternate Dispute Resolution as set out below.

1. The purpose of Alternate Dispute Resolution is in keeping with the wish of the parties to resolve grievances as quickly as possible following the formal grievance procedure but prior to arbitration pursuant to Article 19 – Arbitration.
2. Should either party seek a third party “non-binding option”, the parties agree to exchange a brief written statement including the following:
  - a. a summary of the grievance
  - b. the alleged violation of the collective agreement, and
  - c. the remedy sought
3. Such written statement will be referred to Chris Sullivan (or an alternate agreed between the parties) for mediation and a non-binding recommendation to settle the grievance.
4. The parties may provide to the Mediator above, an Agreed Statement of Facts.
5. The Mediator's recommendations will be issued within two (2) weeks of the Mediation.
6. The Mediator's recommendations will be privileged and will not be referred to at any time for any purpose.
7. The Mediator's recommendations will be without prejudice and will have non-precedential value in any other proceeding.
8. The parties acknowledge that the credibility of this process depends upon both recognizing that this is a problem solving and dispute resolution process rather than an adjudicative process.

9. The cost of the Mediator's intervention will be shared equally by the parties.
10. The continued credibility of the process depends upon both parties recognizing the scope of this Alternate Dispute Resolution process.

## **ARTICLE 20 – ARBITRATION AND MEDIATION**

If a difference arises between the parties relating to the dismissal or discipline of an employee, or to the interpretation, application, operation or alleged violation of this agreement, including a question as to whether a matter is arbitrable, either of the parties, without stoppage of work, may, after exhausting the grievance procedure established by this agreement, notify the other party in writing of its desire to submit the difference to arbitration.

The parties must agree on a single arbitrator from the list below, and the arbitrator must hear and determine the difference and issue a decision, which will be final and binding on the parties and any person affected by it.

Providing the parties so agree, the arbitrator shall also attempt to mediate a settlement of the dispute between the parties.

List of Arbitrators:

- 1) David McPhillips
- 2) Julie Nichols
- 3) Hall, John
- 4) Elaine Doyle

Each Party shall pay their own costs and expenses of the Arbitration and one-half the expenses of the Arbitrator.

**ARTICLE 21 - DURATION**

**21.01**

This Agreement will be in full force and effect on and after the **1st day of January, 2020**, to and including the **31st day of December, 2023**.-Either Party may serve written notice upon the other Party to commence collective bargaining within four(4) months, prior to the **31st day of December, 2023**. If notice is not given by either party 90 days or more before the expiry of the agreement, both parties are deemed to have given notice.

**21.02**

It is mutually agreed by the parties specifically to exclude from this Agreement the operation of section 50(2) of the Labour Relations Code of British Columbia and any successor legislation.

Signed this                  13th                  day of                                  March                                  , 2020.

SIGNED ON BEHALF OF THE EMPLOYER  
PARTY OF THE FIRST PART

SIGNED ON BEHALF OF THE UNION  
PARTY OF THE SECOND PART

\_\_\_\_\_  
Katherine Graham  
Chief Officer, Communications  
and People

\_\_\_\_\_  
Noel Gulbransen  
Union Representative

\_\_\_\_\_  
Pat La Vac  
Bargaining Committee Member

E&OE  
NG:kc usw2009

## APPENDIX A

### Job Classifications and Wage Rates

January 1, 2020 to December 31, 2020

Classification	Rate	Start	After 6 months	After 12 months
<b>Category 1</b> <u>Administrative Assistant</u>	Monthly	3,905.66	4,013.08	4,035.59
	Annual	46,867.94	48,156.93	48,427.07
	Biweekly	1,802.61	1,852.19	1,862.58
	Hourly (1)	25.75	26.46	26.61
<b>Category 2</b> <u>Administrative Assistant</u> Receptionist Office Services <u>Assistant</u>	Monthly	4,078.05	4,200.49	4,285.47
	Annual	48,936.62	50,405.91	51,425.63
	Biweekly	1,882.18	1,938.69	1,977.91
	Hourly (1)	26.89	27.70	28.26
<b>Category 3</b> Administrative Assistant Accounting Assistant Library <u>Technician</u>	Monthly	4,300.46	4,472.87	4,630.30
	Annual	51,605.55	53,674.48	55,563.60
	Biweekly	1,984.83	2,064.40	2,137.06
	Hourly (1)	28.35	29.49	30.53
<b>Category 4</b> <u>Administrative Assistant</u> Accounting <u>Assistant</u>	Monthly	4,420.41	4,675.28	4,937.63
	Annual	53,044.98	56,103.89	59,251.51
	Biweekly	2,040.19	2,157.82	2,278.90
	Hourly (1)	29.15	30.83	32.56

#### Notes

(1) Hourly rate = annual rate / (52x35) to nearest cent

## APPENDIX A

### Job Classifications and Wage Rates

January 1, 2021 to December 31, 2021

Classification	Rate	Start	After 6 months	After 12 months
<b>Category 1</b> <u>Administrative Assistant</u>	Monthly	3,983.77	4,093.34	4,116.30
	Annual	47,805.30	49,120.07	49,395.61
	Biweekly	1,838.67	1,889.23	1,899.83
	Hourly (1)	26.27	26.99	27.14
<b>Category 2</b> <u>Administrative Assistant</u> Receptionist <u>Office Services Assistant</u>	Monthly	4,159.61	4,284.50	4,371.18
	Annual	49,915.35	51,414.03	52,454.14
	Biweekly	2,919.82	1,977.46	2,017.47
	Hourly (1)	27.43	28.25	28.82
<b>Category 3</b> <u>Administrative Assistant</u> Accounting Assistant <u>Library Technician</u>	Monthly	4,386.47	4,562.33	4,722.91
	Annual	52,637.66	54,747.97	56,674.87
	Biweekly	2,024.53	2,105.69	2,179.80
	Hourly (1)	28.92	30.08	31.14
<b>Category 4</b> <u>Administrative Assistant</u> <u>Accounting Assistant</u>	Monthly	4,508.82	4,768.79	5,036.38
	Annual	54,105.88	57,225.45	60,436.54
	Biweekly	2,081.00	2,200.98	2,324.48
	Hourly (1)	29.73	31.44	33.21

#### Notes

(1) Hourly rate = annual rate / (52x35) to nearest cent



## APPENDIX A

### Job Classifications and Wage Rates

January 1, 2022 to December 31, 2022

Classification	Rate	Start	After 6 months	After 12 months
<b>Category 1</b> <u>Administrative Assistant</u>	Monthly	4,063.45	4,175.21	4,198.63
	Annual	48,761.40	50,102.47	50,383.52
	Biweekly	1,875.44	1,927.02	1,937.83
	Hourly (1)	26.79	27.53	27.68
<b>Category 2</b> <u>Administrative Assistant</u> Receptionist Office Services <u>Assistant</u>	Monthly	4,242.81	4,370.19	4,458.60
	Annual	50,913.66	52,442.31	53,503.22
	Biweekly	1,958.22	2,017.01	2,057.82
	Hourly (1)	27.97	28.81	29.40
<b>Category 3</b> <u>Administrative Assistant</u> Accounting Assistant Library <u>Technician</u>	Monthly	4,474.20	4,653.58	4,817.36
	Annual	53,690.42	55,842.93	57,808.37
	Biweekly	2,065.02	2,147.80	2,223.40
	Hourly (1)	29.50	30.68	31.76
<b>Category 4</b> <u>Administrative Assistant</u> Accounting <u>Assistant</u>	Monthly	4,599.00	4,864.16	5,137.11
	Annual	55,187.99	58,369.96	61,645.28
	Biweekly	2,122.62	2,245.00	2,370.97
	Hourly (1)	30.32	32.07	33.87

#### Notes

(1) Hourly rate = annual rate / (52x35) to nearest cent

## APPENDIX A

### Job Classifications and Wage Rates

January 1, 2023 to December 31, 2023

Classification	Rate	Start	After 6 months	After 12 months
<b>Category 1</b> <u>Administrative Assistant</u>	Monthly	4,165.04	4,279.59	4,303.59
	Annual	49,980.44	51,355.04	51,643.11
	Biweekly	1,922.32	1,975.19	1,986.27
	Hourly (1)	27.46	28.22	28.38
<b>Category 2</b> <u>Administrative Assistant</u> Receptionist Office Services <u>Assistant</u>	Monthly	4,348.88	4,479.45	4,570.07
	Annual	52,186.50	53,753.37	54,840.80
	Biweekly	2,007.17	2,067.44	2,109.26
	Hourly (1)	28.67	29.53	30.13
<b>Category 3</b> <u>Administrative Assistant</u> Accounting Assistant Library <u>Technician</u>	Monthly	4,586.06	4,769.92	4,937.80
	Annual	55,032.68	57,239.00	59,253.58
	Biweekly	2,116.64	2,201.50	2,278.98
	Hourly (1)	30.24	31.45	32.56
<b>Category 4</b> <u>Administrative Assistant</u> Accounting <u>Assistant</u>	Monthly	4,713.97	4,985.77	5,265.53
	Annual	56,567.69	59,829.21	63,186.41
	Biweekly	2,175.68	2,301.12	2,430.25
	Hourly (1)	31.08	32.87	34.72

#### Notes

(1) Hourly rate = annual rate / (52x35) to nearest cent

## APPENDIX B

### Revised Job Descriptions

To ensure consistency and fairness in testing processes, testing for job requirements will be at Employer approved facilities only.

#### **Job Descriptions/Classifications**

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(NEW – As at ratification – February 17, 2012)

### **ADMINISTRATIVE ASSISTANT (CATEGORY 1)**

#### **Job Summary**

This is routine data entry, filing, photocopying and general non-complex clerical administrative support. While the work is assigned and performed under direct supervision, a limited degree of independence of judgment and action is required on the more repetitive tasks.

#### **Duties**

The position requires the incumbent to:

- Perform routine data entry tasks using the organization's software and other online systems,
- Maintain filing and record systems in accordance with the established procedures and practices;
- Perform simple word processing tasks to produce labels and lists, and to complete, with the aid of templates, standard office forms and facsimiles,
- Photocopy and collate documents as directed,
- Receive, sort, distribute and process facsimile transmissions, mail and courier packages,
- Maintain appropriate levels of standard office supplies as directed.

The incumbent may be assigned to provide similar clerical support for other departments in the organization as required.

#### **Qualifications and Abilities**

- Secondary school graduation, or equivalent training and experience,
- Ability to type at least 30 words per minute,
- Basic knowledge of standard office software applications, in particular Word, Excel and Outlook, as related to the duties of the job,
- Ability to exercise a limited degree of independence of judgment and action while under direct supervision,
- Ability to adhere to established guidelines, procedures and practices as related to the duties of the job,
- Ability to work cooperatively with others and collaboratively with others in a team,
- Ability to adapt to changing priorities,
- Ability to maintain confidentiality of information received in work.

**Experience**

Six months to one year of related experience.

**ASSISTANT (CATEGORY 1)**

Employees in this category are hired as casual employees from time to time to provide basic clerical support for a specified purpose.

**Job Summary**

Employees in this category assist with basic clerical support on an as-and-when-needed basis. Work is generally routine and repetitive. Assignments are clearly defined and performed under direct supervision in accordance with clearly established guidelines, procedures and practices.

**Duties**

Duties include:

- sorting and collating material for distribution;
- separating and recording mail received;
- stuffing envelopes, preparing material for mail-outs;
- sorting, assembling and filing a variety of materials;
- carrying out other support functions of a similar level of complexity.

**Qualifications and Expectations**

- Secondary school graduation, or equivalent training and experience,
- Ability to follow procedures, practices and directions as related to the duties of the job,
- Ability to work cooperatively and collaboratively with others,
- Ability to organize own work and meet deadlines; and
- Ability to maintain confidentiality of information received during performance of work duties.

**Experience**

Preference given to those with related experience or training.

## **RECEPTIONIST (CATEGORY 2)**

### **Job Summary**

Employees in this category perform receptionist duties which include the operation of a multi-line switchboard system, and routine clerical tasks as assigned. While the work is performed under direct supervision, some degree of independence of judgment and action is required.

### **Duties**

- Answers and directs incoming telephone calls; responds to routine enquiries and/or refers calls appropriately; and greets and directs visitors and other members of the public.
- Books approved external groups into meeting rooms; prints daily meeting room schedule.
- Performs a variety of routine clerical functions while at the reception desk, including receiving and directing incoming faxes; opening and date-stamping incoming mail; receiving and redirecting e-mails received in the College's general mailbox; and arranging and tracking courier services.
- Provides back-up relief for Office Services Assistant.
- Generally, maintains a tidy work area.

### **Qualifications and Expectations**

- Secondary school graduation;
- Ability to type at least 40 wpm;
- Basic knowledge of standard office software applications, in particular Word, Excel and Outlook;
- Ability to exercise some independence of judgment and action;
- Ability to deal effectively and appropriately with BCCNM registrants and members of the public;
- Ability to adhere to established guidelines, procedures and practices as related to the duties of the job;
- Ability to work cooperatively and collaboratively with others;
- Ability to adapt to changing priorities; and
- Ability to maintain confidentiality of information received during performance of work duties.

### **Experience**

Minimum of one year related experience.

## **OFFICE SERVICES ASSISTANT (CATEGORY 2)**

### **Job Summary**

This role is routine general clerical administrative support, word processing, data entry, reception and catering work for a nursing regulatory body involving a variety of repetitive assignments in accordance with established guidelines, procedures and practices. While the work is performed under direct supervision, some degree of independence of judgment and action is required.

### **Duties**

- Performs routine word processing tasks to produce, with the aid of existing templates, routine reports, correspondence, memoranda, standard office forms and facsimiles.
- Responsible for maintaining non-complex filing, and record systems.
- Assists in reproduction of documents (photocopying, collating, etc.)
- Performs routine data entry tasks using the organizations software and other online systems.
- Greets and receives visitors, answers phone calls, takes messages, routes calls, answers routine questions, gathers or relays standard or straight forward information.
- Receives, sorts, distributes and processes facsimile transmissions, general email, mail and courier packages.
- Maintains appropriate levels of standard office supplies as directed.
- Makes office equipment and room booking arrangements as required;
- Performs general catering duties including preparing meeting rooms for scheduled use, supply of refreshments and cleaning afterwards.
- Ensures availability of flatware and plates at kitchen and coffee stations.
- Restock necessary items in common areas.
- Generally, maintains tidy common work areas. (kitchens, coffee stations, print rooms, etc.)
- May be assigned to provide similar clerical support to other departments or to float to other areas of the organization to provide support of a similar nature as required.

### **Qualifications and Expectations**

- Secondary school graduation.
- Ability to type at least 40 wpm.
- Ability to exercise some independence of judgment and action while under direct supervision.
- Ability to adhere to established guidelines, procedures and practices.
- Ability to work cooperatively and collaboratively with others, and make a positive contribution to the team.
- Ability to adapt to changing priorities.
- Ability to maintain confidentiality of information received in work.
- Previous experience working in a catering/hostess/waitress role is an asset.
- English speaking and writing proficiency required; second language, such as Mandarin is an asset.

### **Experience**

Minimum of one year related experience.

## **ADMINISTRATIVE ASSISTANT(CATEGORY 2)**

### **Job Summary**

Employees in this category are required to provide routine clerical and administrative support in accordance with clearly established guidelines, procedures and practices. While the work is performed under direct supervision, some degree of independence of judgment and action is required.

### **Duties**

- Performs routine word processing tasks to produce, with the aid of existing templates, routine reports, correspondence, memoranda, standard office forms and facsimiles.
- Performs routine data entry using the organization's software and other online systems.
- Responds to routine registrant enquiries (in-person, by telephone and/or by e-mail); refers more complex enquiries as directed.
- Maintains logs (e.g., incoming and outgoing faxes, e-mails and messages, as well as daily visitor records); assists with the maintenance of records, databases and filing systems.
- Generally, maintains a tidy work area.

### **Qualifications and Expectations**

- Secondary school graduation;
- Ability to type at least **40** wpm;
- Basic knowledge of standard office software applications, in particular Word, Excel and Outlook;
- Ability to follow procedures, practices and directions as related to the duties of the job;
- Ability to work cooperatively and collaboratively with others;
- Effective communications skills;
- Ability to exercise some degree of independence of judgment and action;
- Ability to maintain confidentiality of information received during performance of work duties; and
- Ability to deal effectively and efficiently with BCCNM registrants and members of the public.

### **Experience**

Minimum of one year related experience.

## **LIBRARY TECHNICIAN (CATEGORY 3)**

### **Job Summary**

Employees in this category support the BCCNM Library through direct service both to internal and external customers. A degree of independence of judgment and action is required to complete the requirements of the role.

### **Duties**

- Provides research and resource assistance to customers in person, by telephone, by mail, and electronically using print, electronic and other methods.
- Responds to routine directional and ready-reference enquiries by directing customers to the appropriate resources; refers more complex enquiries to the reference librarians.
- Delivers hard-copy and digital resources using an appropriate delivery method and following copyright requirements.
- Processes the checkout and return of books and other library materials, and follows up on reserve items and renewals.
- Assists in maintaining the library collection and facilities.
- Provides clerical and library support to the reference librarians.

### **Qualifications and Expectations**

- Library Technician Diploma;
- Library cataloguing, software and literature data-base searching skills;
- Ability to type at least 50 wpm;
- Basic knowledge of standard office software applications, in particular Word, Excel and Outlook;
- Ability to quickly learn and work with application-specific software required for the role;
- Ability to exercise some degree of independence of judgment and action;
- Ability to deal effectively and efficiently with BCCNM registrants and members of the public;
- Strong orientation to detail and accuracy;
- Ability to work cooperatively and collaboratively with others; and
- Ability to adapt to changing priorities.

### **Experience**

Minimum of two years related experience.

Experience using library, inventory or archival-systems software an asset.



## **ADMINISTRATIVE ASSISTANT (CATEGORY 3)**

### **Job Summary**

Employees in this category work under minimal supervision to perform various clerical duties, including word processing, data entry and general administrative support. This is clerical and administrative support work of some variety and complexity in which an employee works independently within the context of well-defined procedures or according to precedent. A degree of independence of judgment and action is required to complete the requirements of the role.

### **Duties**

- Performs routine word processing to produce, with the aid of existing templates, routine reports, correspondence, memoranda, standard office forms and facsimiles.
- Responds to routine registrant enquiries (in-person, by telephone and/or by e-mail); refers more complex enquiries as directed.
- Creates, processes and maintains a wide variety of files, records, spreadsheets and related materials following BCCNM policies and procedures.
- Performs various office functions such as sorting, filing and retrieving files and documents (both electronic and paper), photocopying and assembling documents, and creating various forms.
- Performs basic and complex data entry for processing material such as registrant applications. May perform other clerical and data-processing functions.

### **Qualifications and Expectations**

- Secondary school graduation;
- Ability to type at least 50 wpm;
- Intermediate knowledge of standard office software applications, in particular Word, Excel and Outlook;
- Ability to exercise some degree of independence of judgment and action;
- Ability to deal effectively and efficiently with BCCNM registrants and members of the public;
- Ability to organize own work and establish priorities without continuous supervision;
- Ability to follow procedures, practices and directions as related to the duties of the job;
- Ability to work cooperatively with others and collaboratively with others in a team;
- Effective communication skills;
- Ability to adapt to changing priorities; and
- Ability to maintain confidentiality of information received during performance of work duties.

### **Experience**

Minimum of two years related experience.

## **ACCOUNTING ASSISTANT (CATEGORY 3)**

Employees in this category are hired as casual employees from time-to-time to provide basic accounting support for a specified purpose.

### **Job Summary**

Provides assistance in processing registrant renewal fees.

Maintains such records as are necessary for the proper accounting for registrant fees, publication sales and all other money received by or owed to the College.

Performs routine word processing, data entry and general office tasks as required.

### **Qualifications and Expectations**

- Secondary school graduation;
- Good knowledge of basic accounting principles and practices as gained through experience and courses;
- Ability to type at least 50 wpm;
- Intermediate knowledge of standard office software applications, in particular Word, Excel and Outlook;
- Ability to quickly learn and work with application-specific software required for the role;
- Ability to deal effectively and appropriately with BCCNM registrants and members of the public;
- Strong orientation to detail and accuracy;
- Ability to organize own work and establish priorities without continuous supervision;
- Ability to maintain confidentiality of information received while performing regular work functions;
- Ability to work cooperatively and collaboratively with others; and
- Must be bondable.

### **Experience**

Minimum of three years related experience.

## **ADMINISTRATIVE ASSISTANT (CATEGORY 4)**

### **Job Summary**

Employees in this category perform a variety of complex administrative support work with minimal supervision. Employees perform at an advanced level in the use of office applications. The use of independent judgment in relation to the employer's direction is required.

### **Duties**

- Provides administrative support to excluded staff and committees including drafting agendas; taking minutes; communicating verbally and in writing to answer inquiries and provide information; scheduling meetings and appointments; attaching relevant files as required. Edits and formats documents for spelling, grammar, and coherence in accordance with BCCNM Style Guidelines; and compiles and organizes information.
- Composes replies to routine correspondence; writes, proof reads and prepares a variety of reports, records, statistics and statements, meeting minutes and other written materials; and ensures high quality deliverables. Assembles and/or formats data, reports, presentations or surveys in accordance with BCCNM policies and procedures. Creates, processes and maintains a wide variety of files, records, spreadsheets and related materials in accordance with BCCNM policies and procedures.
- Processes a variety of financial transactions including preparation and submission of receipts, expenses, invoices, bills, and purchase orders.
- Performs data entry to process materials such as registrant records, employer reports, and financial information. May perform other data processing functions.
- Responsible for planning of events such as conferences, focus groups, general meetings, and travel – confirms attendees, books rooms, refreshments, etc; makes reservations – hotels, flights, meeting rooms, cabs, etc. may negotiate rates.
- Maintains the department intranet site.
- Maintains confidentiality.
- May be required to order office stationery supplies and services.

### **Qualifications and Expectations**

- Secondary school graduation;
- Business college certificate or equivalent;
- Advanced skills in standard office software applications, in particular Microsoft office products (excel, word, outlook, PowerPoint) and Visio;
- Ability to learn software programs and to become familiar with software upgrades at an advanced level;
- Ability to type at least 60 wpm;
- Ability to take initiative and exercise independence of judgment and action with minimal supervision;
- Ability to deal effectively and efficiently with BCCNM registrants, members of the public and staff;
- Ability to follow policies, procedures, practices and directions as related to the duties of the job;
- Ability to organize and prioritize own work with minimal supervision;
- Ability to maintain confidentiality of information received while performing regular work functions;

## **ADMINISTRATIVE ASSISTANT (CATEGORY 4)**

### **Qualifications and Expectations, continued:**

- Effective communication and collaboration skills;
- Effective customer service skills;
- Fosters and maintains an organizational culture that promotes mutual respect, teamwork and service excellence.

### **Experience**

Four years related experience.

## **ACCOUNTING ASSISTANT (CATEGORY 4)**

### **Job Summary**

Employees in this category provide intermediate to complex accounting and clerical support to the Operations department. Employees maintain accounting document files, including daily work, accounts receivable and accounts payable. Employees adhere to established guidelines, procedures, and practices in performing duties. The use of independent judgment in relation to the employer's direction is required.

Performs data entry and production of accounts payable cheques as per BCCNM policies and procedures. Distributes accounts payable cheques after signing. Prepares and deposits BCCNM bank deposit.

Performs data entry of revenue receipts using organizational systems. Posts and balances subsidiary ledgers and books as directed. Tracks and resolves accounting documentation problems or discrepancies, or refers complex matters as required. Performs data entry of budget information.

Performs routine, standardized clerical work including: maintaining files, including filing of general ledger journal vouchers, accounts receivable/payable documentation and other miscellaneous filing; typing, word processing or entering data as required; answering and dealing with telephone calls as required; preparing forms letters and routine correspondences as required; maintaining appropriate office supplies as needed.

Meets deadlines for assigned projects, and demonstrates timely and dependable attitude with all aspects of work assignments.

Adapts to changing priorities due to fluctuating workload, staffing levels and seasonal requirements.

### **Qualifications and Expectations**

- Secondary high school diploma;
- Business college certificate or equivalent plus basic accounting courses and experience;
- Intermediate skills in accounts receivable, accounts payable, bookkeeping, and general accounting;
- Experience using Microsoft Dynamics Great Plains
- Intermediate skills in standard office software applications, in particular Microsoft office products (excel, word, outlook);
- Ability to learn software programs and to become familiar with software upgrades at an advanced level;
- Ability to type at least 45 wpm
- Ability to take initiative and exercise independence of judgment and action with minimal supervision;
- Ability to deal effectively and efficiently with BCCNM registrants and members of the public;
- Ability to follow policies, procedures, practices and directions as related to the duties of the job;

## **ACCOUNTING ASSISTANT (CATEGORY 4)**

### **Qualifications and Expectations, continued**

- Ability to organize and prioritize own work with minimal supervision;
- Ability to maintain confidentiality of information received while performing regular work functions;
- Effective communication and collaboration skills;
- Effective customer service skills;
- Fosters and maintains an organizational culture that promotes mutual respect, teamwork and service excellence.

### **Experience**

Four years related experience.

**LETTER OF UNDERSTANDING RE: SPECIAL SICK LEAVE CREDIT – DELETED  
2014**

**LETTER OF UNDERSTANDING**

**BETWEEN: COLLEGE OF REGISTERED NURSES OF BRITISH COLUMBIA**

**AND: CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION,  
LOCAL 378**

**RE: Use of Temporary Employees During Registration Renewal**

It is hereby agreed that temporary/casual employees hired for the registration renewal processing (from 1 January to 31 March) may be assigned hours of work between Monday and Friday without regard to Article 7 of the Collective Agreement. That is, days and hours of work, shift schedules and start and finishing times shall be established at the Employer's discretion provided that the overtime pay provisions shall apply to any time worked in excess of seven (7) hours per day or thirty-five (35) hours per week. Work assignments for those employees working outside of the provisions of Article 7 shall not vary from those normally performed by such casual workers during regular working hours.

Signed this            day of            , 2015.

SIGNED ON BEHALF OF THE EMPLOYER

SIGNED ON BEHALF OF THE UNION

*Original Signed By*

*Original Signed By*

\_\_\_\_\_  
Katherine Graham, Director  
Human Resources & Organization Development

\_\_\_\_\_  
Tony Geluch, Union Representative

*Original Signed By*

*Original Signed By*

\_\_\_\_\_  
Cynthia Johansen  
Registrar/CEO

\_\_\_\_\_  
Maxine Munro

**LETTER OF UNDERSTANDING RE: RESPECTFUL WORKPLACE – DELETED 2014**

**LETTER OF UNDERSTANDING RE: TRANSITION TO NEW JOB DESCRIPTIONS –  
DELETED 2014**