

Collective Agreement

between

The Board of Governors of Red River College

(hereinafter referred to as the “Employer”)

of the first part

and

**Manitoba Government and General Employees’
Union**

(hereinafter referred to as the “Union”)

of the second part

June 20, 2009 - June 28, 2013

Table of Contents

Article 1	Interpretation	1
Article 2	Duration of Agreement	3
Article 3	Amendment to the Salary Schedule	4
Article 4	Application of Agreement.....	4
Article 5	Term Employees.....	5
Article 6	Part-time Employees	8
Article 7	No Discrimination	8
Article 8	Management Rights	8
Article 9	Pay.....	9
Article 10	Retroactive Wages	10
Article 11	Recruitment Selection and Appointment	10
Article 12	Medical Fitness.....	12
Article 13	Probation.....	13
Article 14	Conduct of Employees.....	14
Article 15	Performance Assessment.....	15
Article 16	Merit Increases	15
Article 17	Instructor Education Supplements	17
Article 18	Disciplinary Action	18
Article 19	Resignations	18
Article 20	Contracting Out	19
Article 21	Technological Change	20
Article 22	Change of Work Headquarters	21
Article 23	Layoff	22
Article 24	Severance Pay.....	25
Article 25	Holidays	28
Article 26	Vacation	31

Article 27	Sick Leave	36
Article 28	Workers Compensation	38
Article 29	Compassionate Leave	39
Article 30	Family Related Leave and Religious Observances	40
Article 31	Paternity Leave	41
Article 32	Maternity Leave	41
Article 33	Adoptive Parent Leave	45
Article 34	Parental Leave.....	45
Article 35	Bridging of Service.....	46
Article 36	Loss Of or Damage To Personal Effects.....	47
Article 37	Remoteness Allowance	49
Article 38	Benefits	49
Article 39	Employee Assistance Program	50
Article 40	Health and Safety.....	50
Article 41	Uniforms and Protective Clothing.....	53
Article 42	Video Display terminals.....	54
Article 43	Union Business	55
Article 44	Rights of Union Officers.....	56
Article 45	Union Security	58
Article 46	Labour/Management Committee	58
Article 47	Grievance Procedure.....	59
Article 48	Arbitration Procedure	63
Article 49	Staff Development.....	67
Article 50	Harassment.....	68
Article 51	Civil Liability.....	69
Article 52	Employee Files	70
Article 53	Long Term Disability Income Plan.....	70
Article 54	Seniority	70

Article 55	Instructor Accreditation.....	72
Article 56	Off-Campus Assignments.....	73
Article 57	Shift Premium	74
Article 58	Stand-By.....	75
Article 59	Academic Coordinators' Allowance.....	76
Article 60	Acting Status	76
Article 61	Job Sharing.....	77
Article 62	Weekend Premium	78
Article 63	Hours of Work	78
Article 64	Overtime	86
Article 65	Court Leave.....	87
Article 66	Deferred Salary Leave Plan.....	88
Article 67	Work at Home.....	88
Article 68	Military Leave	89
Article 69	Professional Fees	89
Article 70	Job Classification Plan.....	89
Appendix "A"	- Exclusions from the Terms of the Agreement	92
Appendix "B"	- Remoteness Allowance.....	94
Appendix "C"	- Application of Benefits to Part-time Employees.....	101
Appendix "D"	- Casual Employees	108
Appendix "E"	- Privately-Owned Vehicles	110
Appendix "F"	- Meals and Miscellaneous Expenses	113
Appendix "G"	- Flexible Hours Guidelines	120
Appendix "H"	- Flex Benefit Plan.....	121
Memorandum of Agreement #1	122
Re:	Additional Opportunities for Employees on the Re-Employment List	
Memorandum of Agreement #2	123
Re:	Harassment	

Memorandum of Agreement #3	124
Re: Parking Rates	
Memorandum of Agreement #4	125
Re: Shift Schedules	
Memorandum of Agreement #5	126
Re: Pension Plan (CSSB)	
Memorandum of Agreement #6	127
Re: Tuition Scholarship	
Memorandum of Agreement #7	128
Re: Plain Language	
Memorandum of Agreement #8	129
Re: Winnipeg EcoPass - RRC Downtown Campuses	
Memorandum of Agreement #9	130
Re: Benefit Improvements	
Memorandum of Agreement #10.....	131
Re: Full-time Union Officer	
Memorandum of Agreement #11.....	133
Re: Employment Security	
Letter of Intent - Subject: Intellectual Property.....	134
Letter of Intent - Subject: Article 40 - Health and Safety	134
Letter of Intent - Subject: Academic Freedom Policy	135
Salary Schedule(s)	136
Salary Schedule “A” - Salary Bands 72.50 Hours Bi-Weekly.....	137
Salary Schedule “B” - Salary Bands 80 Hours Bi-Weekly	143
Salary Schedule “C” - Instructor Salary 72.50 Hours Bi-Weekly.....	148
Salary Schedule “D” - Present Incumbents Only 72.50 Hours Bi-Weekly	149

Alphabetical Table of Contents

Article 59 Academic Coordinators' Allowance	76
Article 60 Acting Status	76
Article 33 Adoptive Parent Leave	45
Article 3 Amendment to the Salary Schedule	4
Article 4 Application of Agreement	4
Article 48 Arbitration Procedure	63
Article 38 Benefits	49
Article 35 Bridging of Service	46
Article 22 Change of Work Headquarters	21
Article 51 Civil Liability	69
Article 29 Compassionate Leave	39
Article 14 Conduct of Employees	14
Article 20 Contracting Out	19
Article 65 Court Leave	87
Article 66 Deferred Salary Leave Plan	88
Article 18 Disciplinary Action	18
Article 2 Duration of Agreement	3
Article 39 Employee Assistance Program	50
Article 52 Employee Files	70
Article 30 Family Related Leave and Religious Observances	40
Article 47 Grievance Procedure	59
Article 50 Harassment	68
Article 40 Health and Safety	50
Article 25 Holidays	28
Article 63 Hours of Work	78
Article 55 Instructor Accreditation	72

Article 17 Instructor Education Supplements	17
Article 1 Interpretation	1
Article 70 Job Classification Plan.....	89
Article 61 Job Sharing.....	77
Article 46 Labour/Management Committee	58
Article 23 Layoff	22
Article 53 Long Term Disability Income Plan	70
Article 36 Loss Of or Damage To Personal Effects.....	47
Article 8 Management Rights	8
Article 32 Maternity Leave	41
Article 12 Medical Fitness.....	12
Article 16 Merit Increases	15
Article 68 Military Leave	89
Article 7 No Discrimination.....	8
Article 56 Off-Campus Assignments	73
Article 64 Overtime	86
Article 34 Parental Leave	45
Article 6 Part-time Employees	8
Article 31 Paternity Leave	41
Article 9 Pay.....	9
Article 15 Performance Assessment.....	15
Article 13 Probation.....	13
Article 69 Professional Fees	89
Article 11 Recruitment Selection and Appointment.....	10
Article 37 Remoteness Allowance	49
Article 19 Resignations	18
Article 10 Retroactive Wages	10
Article 44 Rights of Union Officers.....	56

Article 54 Seniority	70
Article 24 Severance Pay	25
Article 57 Shift Premium.....	74
Article 27 Sick Leave	36
Article 49 Staff Development	67
Article 58 Stand-By.....	75
Article 21 Technological Change.....	20
Article 5 Term Employees.....	5
Article 41 Uniforms and Protective Clothing.....	53
Article 43 Union Business	55
Article 45 Union Security	58
Article 26 Vacation	31
Article 42 Video Display terminals	54
Article 62 Weekend Premium	78
Article 67 Work at Home	88
Article 28 Workers Compensation	38
Appendix “A” - Exclusions from the Terms of the Agreement	92
Appendix “B” - Remoteness Allowance.....	94
Appendix “C” - Application of Benefits to Part-time Employees.....	101
Appendix “D” - Casual Employees	108
Appendix “E” - Privately-Owned Vehicles	110
Appendix “F” - Meals and Miscellaneous Expenses	113
Appendix “G” - Flexible Hours Guidelines	120
Appendix “H” - Flex Benefit Plan.....	121
Memorandum of Agreement #1	122
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Memorandum of Agreement #5	126
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Memorandum of Agreement #6	127
Re: Tuition Scholarship	
Memorandum of Agreement #7	128
Re: Plain Language	
Memorandum of Agreement #8	129
Re: Winnipeg EcoPass - RRC Downtown Campuses	
Memorandum of Agreement #9	130
Re: Benefit Improvements	
Memorandum of Agreement #10.....	131
Re: Full-time Union Officer	
Memorandum of Agreement #11.....	133
Re: Employment Security	
Letter of Intent - Subject: Article 40 - Health and Safety	134
Letter of Intent - Subject: Intellectual Property.....	134
Letter of Intent - Subject: Academic Freedom Policy	135
Salary Schedule(s)	136
Salary Schedule “A” - Salary Bands 72.50 Hours Bi-Weekly.....	137
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Salary Schedule “D” - Present Incumbents Only 72.50 Hours Bi-Weekly	149

This Agreement made this 13th day of September, 2010

between

The Board of Governors of Red River College

(hereinafter referred to as the “Employer”)

of the first part

and

The Manitoba Government and General Employees’

Union

(hereinafter referred to as the “Union”)

of the second part

PURPOSE: The purpose of this Agreement is to promote cooperation and understanding between the College and its employees and to recognize the mutual value of joint discussions and negotiations with respect to compensation and working conditions for employees. The parties hereto agree as follows:

Article 1 Interpretation

- 1:01** Wherever the singular and the masculine are used in this Agreement, the same shall be construed as meaning the plural or the feminine or the neuter where the context so admits or requires and the converse shall hold as applicable.
- 1:02** In this Agreement, unless the context otherwise requires, the expression:
- (a) “Agreement” means this Collective Agreement;
 - (b) “Authorized Overtime” shall mean overtime authorized by the Employer and where the term “overtime” is used in this Agreement, it shall mean “Authorized Overtime”;

- (c) “Casual Employee” means an employee who normally works less than the full normal daily, weekly or monthly hours of work, as the case may be, and whose work is irregular, or non-recurring or does not follow an ongoing predetermined schedule of work on a regular and recurring basis;
- (d) “**Classification**” or “classification of position” means a group of positions involving duties and responsibilities **to which** the same schedule or grade of pay can be reasonably applied to all positions in the group;
- (e) “Continuous Service” or “continuous employment” means consecutive and contiguous days, weeks, months and/or years of employment with the Employer where there has been no break in service involving termination of the employee. In the calculation of continuous service, any approved leave of absence with pay shall not affect continuous service and any authorized leave of absence without pay or a temporary layoff, while not considered a break in service, shall not be counted in the total continuous service. (Example: ten (10) years consecutive and continuous service with six (6) months leave of absence without pay or six (6) months layoff = nine and one-half (9½) years continuous service);
- (f) “Dismissal” means the removal of an employee for disciplinary reasons from employment for just cause;
- (g) “Employee” means a person employed in a position in the bargaining unit in accordance with Article 4 - Application of Agreement;

- (h) “Increment” means the amount per annum provided as a rate of increase in the applicable salary payable to any eligible employee which, unless the context of the relevant approved pay range otherwise clearly indicates, may be granted annually on the applicable anniversary dates;
- (i) “Layoff” means to temporarily remove from a position of employment subject to the employee retaining such rights as set out under this Agreement;
- (j) “Part-time Employee” means an employee who normally works less than the full normal daily, weekly or monthly hours, as the case may be, and whose work follows an ongoing, predetermined schedule of work on a regular and recurring basis;
- (k) “Position” means a position of employment with the Employer as provided in Article 4 - Application of Agreement;
- (l) “Promotion” means a change of employment from one position to another having a higher maximum salary;
- (m) “Regular Employee” means an employee who carries out and occupies a continuing function with the Employer and who has all the rights and privileges of permanent status.

Article 2 Duration of Agreement

2:01 This Agreement shall become effective from and including the **twentieth (20th)** day of June **2009** and shall continue in effect up to and including the **twenty-eighth (28th)** day of June, **2013** and shall remain in force and effect from year to year thereafter unless written notice to negotiate a renewal, or revision and renewal is given by either party at least forty-five (45) days prior to but not more than one hundred and eighty (180) days prior to the expiry date hereof. During the period required to negotiate a

renewal, or revision and renewal of this Agreement, this Agreement shall remain in full force and effect without change.

- 2:02** Where notice for revision of this Agreement is given under Section :01, the parties shall meet and exchange proposals at least thirty (30) days prior to the expiry date of the Agreement and commence collective bargaining. These time limits may be changed by mutual agreement between the parties hereto.
- 2:03** All additions, deletions, amendments, and/or revisions from the **2006/2009** Agreement to the **2009/2013** Agreement shall be effective date of **ratification of this Agreement, August 1, 2010**, unless otherwise specified.

Article 3 Amendment to the Salary Schedule

- 3:01** During the term of this Agreement, amendments to the salary schedule resulting from the introduction of a new classification, or amendments to the Appendix (see Appendix A) of the Agreement in respect of exclusions from the terms of this Agreement shall be determined through negotiation between the parties hereto.
- 3:02** If it is necessary for the purpose of recruitment or retention to effect an upward adjustment to the pay range of an established classification, the Employer shall consult with the Union and may amend the salary schedule to give effect to the required change. In no case shall such pay range be less than that already existing for the classification.

Article 4 Application of Agreement

- 4:01** The Employer recognizes the Manitoba Government and General Employees' Union as the sole and exclusive bargaining agent for all employees of the Employer save and except:
- (a) Those employees employed in positions listed in Appendix A - Exclusions from the terms of the Agreement, attached to and forming part of this Agreement;
 - (b) Casual employees who have less than 160 hours of accumulated service in an eight (8) hour per day

classification or less than 145 hours of accumulated service for employees in a 7.25 hours per day classification. Casual employees who have accumulated the required hours shall be included in the Agreement effective the start of the bi-weekly period following such accumulation. See Appendix D - Casual employees;

- (c) Evening instructors and evening educational assistants employed by separate employment agreement in the College's continuing education division. **For greater certainty, day time instructors in the continuing education division are covered by the terms and conditions of the Collective Agreement;**
- (d) Part-time employees who have less than 336 hours of accumulated service for employees in an 8 hour per day classification or less than 304.5 hours of accumulated service for employees in a 7.25 hours per day classification. Part-time employees who have accumulated the required hours shall be included in the Agreement effective the start of the bi-weekly pay period following such accumulation. See Appendix C - Application of Benefits to part-time employees.

Article 5 Term Employees

- 5:01** "Term Employee" means an employee hired for a specific term of employment. The term of employment may be based on a specific period of time or the completion of a specific job or until the occurrence of a specified event.
- 5:02** Where the employment of a term employee terminates at the end of a specific term of employment, then:

- (a) The Employer shall not be required to give any notice or payment in lieu thereof;
- (b) The employee shall not be required to give any notice of resignation;
- (c) The Employer shall inform the employee of any performance issues that arose during the employee's term.**

5:03 Where a term employee is laid off, then the following shall apply:

- (a) If the layoff is at the end of a specific term of employment, no notice of layoff is required;
- (b) If the layoff is prior to the end of a specific term of employment, an employee will receive written notice prior to the layoff or granted payment in lieu thereof based on the following:
 - (i) Four (4) weeks' notice to an employee with one (1) or more years of full-time continuous service or;
 - (ii) Two (2) weeks' notice to an employee with less than one (1) year of full-time continuous service.

5:04 (a) Where a term employee is employed in the same position performing the same function for a period of more than twenty-four (24) continuous months and where the need for the position is expected to continue, the Employer will convert the employee to regular status.

- (b) Where it is known, prior to twenty-four (24) continuous months, that the position is expected to continue, and subject to Article 11:02, the term employee will be converted to regular status at that time.**

- 5:05** An employee appointed on term shall be informed in writing as to the duration of the term. Where the term relates to the reason set out in Section :07, the employee shall be so informed. Failure to comply with the foregoing shall not in itself negate the employee's status as a term employee.
- 5:06** Where the employee is not to be converted in accordance with Section :04, the employee shall be notified in writing of the reasons prior to the completion of twenty-four (24) continuous months of service. Inadvertent failure to provide such notice shall not result in a right to conversion if the other conditions in Section :04 are not met. A meeting may be held with the employee to discuss this matter. The employee has the option to have a union representative present.
- 5:07** Section :06 **and** :10 do not apply where a term employee is replacing an employee who is absent for any reason.
- 5:08** Where a term employee is re-employed within one-hundred and **fifty (150)** days of the expiration of their previous term of employment, service as of the end of the previous term of employment will be credited to the employee as consecutive service. The foregoing does not apply to a term of employment where an employee has resigned.
- 5:09** The Employer and the Union will meet in the month of **June**, or as otherwise mutually agreed, in each year to review the status of all term employees with more than twenty-four (24) continuous months of service.
- 5:10** (a) **Term employees who accumulate twenty-four (24) months of consecutive service in accordance with Article 5:08 shall be entitled, for a period of one-hundred and fifty (150) days, to a right of first refusal to fill the same term position provided it is available and subject to the following conditions:**
- (i) **Service was accumulated in the same position performing the same function;**
 - (ii) **The position was initially filled through a competitive process.**

- (b) When the position resumes, offers shall be made in order or seniority.
- (c) The person to whom this article applies must:
 - (i) Report any change of contact information to Human Resources without delay;
 - (ii) If offered that position, respond to the offer within seven (7) days of receipt of notification;
 - (iii) Return to work on the date required by the employer; and
 - (iv) Except for good and sufficient reasons, accept the offer in accordance with this Article or be deemed to have abandoned their rights under this Article.

Article 6 Part-time Employees

- 6:01** The calculation of benefits for part-time employees covered by this Agreement will be as set out in Appendix C - Application of Benefits to Part-time Employees.

Article 7 No Discrimination

- 7:01** The parties hereto agree that there shall be no discrimination, harassment, coercion or interference exercised or practiced with respect to any employee by reason of age, sex, marital status, sexual orientation, race, creed, colour, ethnic or national origin, political or religious affiliation or membership in the Union or activities in the Union.

Article 8 Management Rights

- 8:01** All the functions, rights, personnel pay practices, powers and authority which the Employer has not specifically abridged, delegated or modified by this Agreement are recognized by the Union as being retained by the Employer.

- 8:02** In administering this Agreement, the Employer shall act reasonably, fairly, in good faith, and in a manner consistent with the Agreement as a whole.

Article 9 Pay

- 9:01** Employees shall be paid on the basis of the hourly rates for an employee's assigned step in the applicable pay scale as set out in the applicable pay schedule. The bi-weekly pay shall be calculated by multiplying the applicable hourly rate of pay by the number of hours worked in a bi-weekly pay period. An employee's pay may also include the applicable premiums, supplements, allowances, over-time, and any leave with pay in that period for which the employee is eligible, rounded to the nearest cent.
- 9:02** Where an employee is promoted to another position, the employee shall be paid at a rate of pay set out for that position in the salary schedule that is, if possible, one full Increment more than the rate of pay the employee was being paid in the employee's former position.
- 9:03** Where, in special cases, the application of the general rules for placing an employee on a step of a pay range works an injustice or does not make adequate provision, the Employer shall consult with the Union, and may make such provisions as may be necessary to maintain equity and parity among salaries of incumbents of such positions within the pay range of the classification. Such provisions may take the form of salary rate assignment of incumbents to a proper and equitable step of the pay range of the classification of the position or to such a step of the pay range of the incumbent in the event that the pay range of the incumbent is lower than the pay range of the classification of the position.
- 9:04** Where an employee is granted a special merit or additional remuneration by the Employer, the Employer shall notify the Union.

Article 10 Retroactive Wages

- 10:01** (a) Retroactive pay adjustments for the period between the expiration of the previous Agreement and the date of the signing of this Agreement shall apply to:
- (i) Employees who are in the employ of the Employer on the date of the signing of this Agreement;
 - (ii) Employees who have left the service during the above-mentioned period but who have retired in accordance with the provisions of The Civil Service Superannuation Act or who have died in service;
 - (iii) Employees who have left the service during the above-mentioned period by reason of being laid off by the Employer;
 - (iv) Term employees terminated at the end of a specific term of employment or after the completion of the specific job for which they were employed.
- (b) Upon written request to the Employer, within sixty (60) days of the date of the signing of this Agreement, retroactive pay adjustments for the period between the expiration of the previous Agreement and the date of the signing of this Agreement shall be made to employees who have voluntarily terminated their services (resigned).

Article 11 Recruitment Selection and Appointment

- 11:01** If a vacant or new regular position or term position of at least six (6) months known duration, in the bargaining unit is to be filled, a competitive selection process will be used.

- 11:02** Notwithstanding Section :01, a competitive selection process may not be required where:
- (a) A qualified person on the College's re-employment list is appointed to a position without competition; or
 - (b) A regular employee at risk of layoff is re-deployed to an alternate position; or
 - (c) A term employee is converted to regular status in accordance with the provisions of Article 5 - Term Employees; or
 - (d) An acting status appointment made through a competitive process is subsequently converted to regular status; or
 - (e) A regular employee is re-deployed to an alternate position due to health, reasonable accommodation, or human rights reasons; or
 - (f) A term employee who is backfilling a regular position may be directly appointed into the regular position where the incumbent in the regular position is not returning to such position and where the term employee's appointment to the backfill position was determined through a competitive process; or
 - (g) A term employee is being hired into a term position within one hundred and fifty (150) days of the expiration of their previous term of employment in the same position performing the same function and where their appointment for that position was made through a competitive process. The foregoing does not apply where an employee has resigned; or**
 - (h) The parties have otherwise mutually agreed to waive the posting and competitive process.**

- 11:03** Where a competitive process is used a competition bulletin shall be posted for a minimum of seven (7) working days unless mutually agreed otherwise, and shall state the closing date for applications, the location of the position, the classification and salary range (if available), duties and qualifications. The Union will be provided with a copy of all bulletins as they are issued. All internal applicants who meet the screening criteria established pursuant to the competition bulletin shall be interviewed for the position.
- 11:04** The selection of employees for vacant or new positions shall be on the basis of ability, prior work performance, **relevant qualifications** and seniority. Where ability and prior work performance, **and relevant qualifications** are relatively equal, seniority shall be the determining factor.
- 11:05** Notwithstanding the provisions of Section :04, first consideration for filling vacancies or new positions shall be given to persons on the College re-employment list.
- 11:06** Nothing in this article shall prevent the Employer from advertising outside the College for a position, nor from selecting a person from outside the College to a position subject to Section :04.
- 11:07** An employee who is notified that he/she is an unsuccessful applicant for a position shall be supplied with the reasons for non-acceptance within ten (10) days of making a written request to Human Resources. Such a request shall be made within ten (10) days of receipt of the notification that he/she was an unsuccessful applicant.

Article 12 Medical Fitness

- 12:01** The Employer may require an employee to have a psychiatric examination and/or a physical examination by a duly qualified medical practitioner acceptable to the Employer.
- 12:02** The cost of any examination referred to in Section :01 will be paid by the Employer.

Article 13 Probation

- 13:01** Subject to Section :07, every person appointed to a position shall be on probation for a period of six (6) months or for such longer period as may be established by the Employer. Such period shall not exceed twelve (12) months in total. Where a period of probation in excess of six (6) months has been established, the employee shall be notified of the length of the probation period. The Employer has established a probation period of twelve (12) months for appointments to the following positions:
- (a) Instructor;
 - (b) Curriculum Consultant;
 - (c) Chairperson.
- 13:02** Where an employee's probation period has been established for a period of less than twelve (12) months, the Employer may extend the employee's probation period. Such extension when combined with the initial probation period shall not exceed twelve (12) months duration and the total shall be deemed to be the initial probation period.
- 13:03** An employee shall be notified in writing of any extension of the probation period under Section :02 prior to the expiry of the probation period. A meeting may be held with the employee to discuss the extension. The employee has the option to have a representative present.
- 13:04** After consultation with the Union, the Employer may extend the probationary period for an instructor up to an additional twelve (12) months.
- 13:05** An employee who is rejected during the initial probation period may grieve the rejection at Step 2 of the grievance procedure within fifteen (15) working days from the date the employee received notice of the rejection. The College President or designate shall hold a hearing to discuss the grievance with the employee and the employee's representative. The decision at Step 2 shall be final for such grievances.
- 13:06** Where an employee has been rejected during probation following a promotion, upon such rejection the Employer will

relocate the employee to his or her former position or to a position comparable to the former position.

- 13:07** An employee shall not be required to serve a further probation period when:
- (a) The employee is promoted without competition as a result of reclassification of the employee's position;
 - (b) The employee initiates a transfer to a position in the same **pay band** involving similar duties and responsibilities;
 - (c) The Employer initiates the transfer or demotion of an employee from one position to another for any reason.
- 13:08** The rejection of an employee on probation is not arbitrable.
- 13:09** An employee who is being rejected during the employee's probation period shall be provided with two (2) weeks' notice or payment in lieu thereof.
- 13:10** An employee who is temporarily appointed to another position on an acting basis is not considered to be on probation. If the employee is subsequently promoted to that position, the period during which the employee was in acting status does not count towards the employee's probation period.

Article 14 Conduct of Employees

- 14:01** Each employee shall observe standards of behaviour consistent with the employee's function and role as a college employee and in compliance with the terms of this Agreement.
- 14:02** Where an employee is absent without leave for a period of two (2) weeks, the employee shall be considered to have abandoned his/her position and shall be deemed to have been terminated on the last day on which the employee was present at work and performed his/her regular duties.

Article 15 Performance Assessment

- 15:01** Where a formal assessment of an employee's performance is made, the employee concerned shall be given an opportunity to sign the assessment form upon its completion to indicate that its contents have been read. Employees shall have the right to place their own comments on the form where such space is provided or to append their comments to the form where no space is provided. An employee shall, upon request, receive a copy of the assessment.
- 15:02** An employee's performance shall be assessed against the duties of his/her official position description. The assessment process may also include other objective criteria which have been jointly developed between the employee and his/her supervisor for the purpose of performance assessment.

Article 16 Merit Increases

- 16:01** "Merit Increase" means an increase in the rate of pay of an employee within the employee's pay range which may be granted on the employee's anniversary date in recognition of satisfactory service.
- 16:02** Subject to Section :03, the anniversary date of an employee is the first of the month which follows the date on which the employee is employed.
- 16:03** The anniversary date for an employee who, as a result of promotion or transfer received an increase in rate of pay equivalent to two or more merit increases, shall become the first day of the month that falls on or after the effective date of the promotion or transfer, and the employee shall be eligible for his/her next merit increase twelve (12) months from the anniversary date established in accordance with this section.
- 16:04** Where the pay range for an employee's classification permits, an employee shall be eligible for a merit increase twelve (12) months from the employee's anniversary date established in accordance with this Article provided the employee has accumulated one thousand and eight (1008) regular hours of work during that twelve (12) month period. If an employee has not accumulated one thousand and eight (1008) regular hours during that twelve (12) month period and as a result has not

received a merit increase, the employee is eligible for a merit increase at the employee's next subsequent anniversary date twelve (12) months hence provided the employee has accumulated one thousand and eight (1008) regular hours during the preceding twenty-four (24) month period. In a similar manner an employee who has not accumulated one thousand and eight (1008) regular hours over the preceding twenty-four (24) month period is eligible for a merit increase at the employee's next anniversary date following the accumulation of one thousand and eight (1008) regular hours.

- 16:05** Where an employee has been on maternity leave and/or parental leave and as a result of such leave(s) fails to be eligible for a merit increase under Section :04, the employee will be eligible for a merit increase on the first of the month following the date on which the employee accumulates the necessary regular hours of work. The effective date of the increase shall be the first of the bi-weekly pay period which includes the first of the month.
- 16:06** Notwithstanding that an employee is appointed to a position at a salary rate higher than the minimum salary applicable to the position, the employee is eligible for a merit increase on the employee's anniversary date.
- 16:07** The effective date for an employee's merit increase shall be the first day of the bi-weekly pay period which includes the employee's anniversary date.
- 16:08** Where a merit increase is not granted to an employee on the employee's anniversary date:
- (a) The employee shall be notified of the merit increase denial on or before the applicable anniversary date. The employee shall be provided in writing with the reasons the merit increase was denied;
 - (b) The merit increase may be granted to the employee on any subsequent monthly anniversary date which is not less than three (3) months from the employee's anniversary date. The effective date for such a merit increase shall be the first day of the bi-weekly pay period which includes the

subsequent monthly anniversary date referred to. No grievance may be initiated where a merit increase is not granted to an employee under this subsection;

- (c) The employee is eligible for a merit increase at the employee's next anniversary date notwithstanding that the employee was granted a merit increase under subsection (b).

Article 17 Instructor Education Supplements

- 17:01** (a) Subject to Article 16 - Merit Increases, instructors shall be eligible to progress within the pay range up to and including Step 12.
- (b) Instructors shall be eligible for an educational supplement as outlined below upon attainment of a recognized and relevant degree effective the 1st bi-weekly pay period of the month following attainment of the credential. Employee to supply proof of credential.

For attainment of:

- (i) Recognized and relevant Masters Degree - **Effective date of ratification \$2,650 per annum and effective June 30, 2012 \$2,725 per annum;** or
- (ii) Recognized and relevant Doctorate - **Effective date of ratification \$5,300 per annum and effective June 30, 2012 \$5,450 per annum.**

- 17:02** For purposes of administering Section :01 above, "relevant" means "academic preparation and attainment that is directly applicable and connected to the subject matter the instructor is assigned to teach."

Article 18 Disciplinary Action

- 18:01** An employee shall only be disciplined for just cause.
- 18:02** A meeting may be held with an employee prior to making a determination to discipline the employee. The employee has the option to have a representative present.
- 18:03** Where a written report recommending disciplinary action is to be placed on an employee's file, the employee shall be given an opportunity to sign the report indicating he or she has read it. Upon signing, the employee shall receive a copy of such a report.
- 18:04** Where disciplinary action has been taken the employee shall be advised in writing of the disciplinary action and the circumstances and actions which made the disciplinary action necessary. The employee shall sign a copy only to acknowledge its receipt and shall retain a copy.
- 18:05** An employee may grieve any disciplinary action according to Article 49 - Grievance Procedure. Grievances concerning demotion, suspension or dismissal shall be initiated at Step 2 of the grievance procedure.
- 18:06** The person or board to whom a grievance is made may:
- (a) Uphold the disciplinary action; or
 - (b) Vary the disciplinary action; or
 - (c) Determine that no disciplinary action is warranted and remove any document pertaining to the disciplinary action from the employee's file(s).
- 18:07** No notice or payment in lieu thereof is required where an employee is dismissed.

Article 19 Resignations

- 19:01** An employee wishing to resign shall provide the Employer with a written signed notice of resignation which shall specify the last day upon which the employee will perform his or her regular duties.

- 19:02** (a) The effective date of a resignation shall be the last day upon which an employee is present at work and performs his or her regular duties.
- (b) **The requirement to be present at work on the effective date of resignation may be waived by the Employer in instances where an Instructor's notice of resignation period overlaps his or her annual scheduled vacation.**
- 19:03** Subject to Sections :04, :05, and :06, where the last day on which an employee who has submitted a notice of resignation performs his or her regular duties precedes a Friday which, but for the fact that a holiday falls thereon would be a regular working day, the employee shall be deemed to have voluntarily terminated his or her service on that Friday and shall be eligible for holiday pay for that Friday.
- 19:04** (a) Subject to Section :06 employees shall give written notice of resignation at least two (2) weeks prior to the date on which the resignation is to be effective. Notice of resignation shorter than the required two (2) weeks may only be given with the approval of the Employer.
- (b) An instructor who gives at least 4 weeks' notice of resignation shall be included under Article 26 - Vacation, Section:11 (e).
- 19:05** An employee may, with the approval of the Employer, withdraw the notice of resignation at any time before the resignation becomes effective.
- 19:06** Where the employment of an employee terminates at the end of a specific term of employment, or on the completion of a job for which the employee was specifically employed, no notice of resignation is required.

Article 20 Contracting Out

- 20:01** The Employer will give all reasonable consideration to the continued employment of employees who would become redundant because work is contracted out.

- 20:02** Where work is to be contracted out which would result in the redundancy of employees in the bargaining unit, then the following procedure shall apply:
- (a) The Employer will provide the Union with one hundred and twenty (120) days' notice;
 - (b) During the notice period the Union and the Employer shall meet to facilitate potential retraining and/or re-deployment opportunities.
- 20:03** Where an Employer contracts out work that was formerly performed by an employee currently on the re-employment list, the Union and the Employer shall meet to facilitate potential re-training and/or re-deployment opportunities.

Article 21 Technological Change

- 21:01** The Employer and the Union recognize that technological change can offer significant improvements in the quality and quantity of College services.
- 21:02** For purposes of this Article, technological change means the introduction of equipment or material into College operations which is likely to affect the security of employment of regular employees who are employed on a full-time, year-round basis.
- 21:03** The Employer agrees that it will endeavour to introduce technological change in a manner which, as much as is practicable, will minimize the disruptive effects on services to the public and employees.
- 21:04** Where the Employer intends to introduce technological change, the following procedure will be followed:
- (a) The Employer will provide the Union with one hundred and eighty (180) days' notice prior to the date the change is to be effective;
 - (b) During this period, the parties will meet to discuss the steps to be taken to assist the employees who could be affected;

- (c) Where retraining is to be provided, it shall be provided during the employees' normal working hours where possible;
- (d) At the request of either party, an on-site technological change implementation committee shall be established at the work location(s) affected. The committee will consist of two (2) worker representatives and two (2) management representatives. The role of the committee will be to facilitate the implementation of the technological change in a manner consistent with this Article.

21:05 The provisions of this Article are intended to assist employees affected by technological change and sections 83, 84 and 85 of The Labour Relations Act do not apply during the term of this Agreement.

Article 22 Change of Work Headquarters

- 22:01** Where, as a result of a reorganization an employee's work headquarters is moved from one city or town to another city or town requiring a change of residence by the employee, the employee shall be given notice of the move ninety (90) days in advance of the date upon which the move of the employee is to be effected. Such notice shall be provided in writing to the employee by the Employer.
- 22:02** Where an employee has accepted relocation involving a change in residence by the employee, the employee shall be reimbursed for expenses incurred due to the relocation in accordance with existing policy respecting **Employee Relocation Expenses**.
- 22:03** Where such notice has been given to an employee and the employee is unable to relocate, every reasonable effort will be made to place the employee in another suitable position within the College.
- 22:04** Where an employee with one (1) or more years of continuous service is unable to relocate, the employee shall be subject to layoff. If the employee has not been offered another suitable

position within one (1) year from the date of layoff the employee shall be permanently laid off and shall be eligible for severance pay in accordance with Article 24 - Severance Pay.

- 22:05** For purposes of interpretation of this Article, where the term “suitable position” is used it means a position which the employee is reasonably qualified for and able to perform and which is in a location that would not require a change of residence by the employee.

Article 23 Layoff

- 23:01** Where by reason of a shortage of work or funds, or the abolition of a position or material changes in duties or organization, the Employer determines that a layoff(s) is necessary, the Employer shall determine the classification(s) from which the layoff(s) are to take place.
- 23:02** The Employer shall determine employees concerned within each classification from which employees are to be laid off.
- 23:03** Where the layoff(s) of employee(s) is necessary, the Employer shall provide the Union with written notice not less than forty (40) days prior to the date of layoff(s). The parties shall then meet to discuss the steps to be taken to assist the employees affected.
- 23:04** Employees selected for layoff shall receive four (4) weeks notice or payment in lieu. No notice is required for term employees who are released at the end of his/her term. The Union shall be provided with a copy of all layoff notices issued.
- 23:05** In determining the order of layoff of employees, seniority shall be the determining factor. This Article is subject to the requirement that the employees who are retained must have the qualifications and ability to perform the duties, which the remaining employees will be required to perform. Term employees with less than two (2) years of continuous service shall first be considered for layoff.
- 23:06** An employee selected for layoff may exercise an option to displace an employee with less seniority in the same, equivalent or lower classification, subject to the following:

- (a) A term employee laid off prior to the expiry of his/her term may only displace another term employee with the same scheduled expiry date;
- (b) The employee exercising the displacement option must have the qualifications and ability to perform the work of the person he/she is seeking to displace.

23:07 An employee who is displaced pursuant to Section :06 shall be given notice of layoff and may, in turn exercise an employee displacement option as set out in Section :06. The process will continue in this manner until there are no displacement opportunities.

23:08 An employee who is entitled to displace another employee in accordance with the provisions of this Article may have a familiarization period in the new position. The purpose of the familiarization period is to allow the employee to become oriented to the specific duties of the position. The familiarization period is not intended to be a period during which an employee acquires the necessary qualifications and ability to enable the employee to displace another employee.

23:09 For the purposes of this Article, “qualifications” refers to education, knowledge, training, skills, experience, aptitude and competence. “Ability” refers to mental, and physical capability. The Employer, in making a decision with respect to determining which employees are to be retained and which employees are to be laid off, shall determine qualifications, and the ability of employees to perform the duties which the remaining employees will be required to perform, in a fair, reasonable, and non-discriminatory manner. The onus of proof rests with the Employer in any dispute over the application of qualifications and ability to perform the duties which the remaining employees will be required to perform.

23:10 The provisions of Sections :06 and :07 are not applicable if the layoff is to be for a duration of less than three (3) months and the employee(s) is to return to his/her position upon expiry of such layoff.

- 23:11** Casual employees shall not be used to do the work of laid off employees unless the laid off employee(s) is not available for work.
- 23:12** Where an employee, including a term employee, alleges that the employee's layoff has not been in accordance with this Agreement, the grievance shall be initiated at Step 2 of the grievance procedure.
- 23:13** The Employer shall maintain a re-employment list for all employees who are laid off. A copy will be provided to the Union on request.
- 23:14** Employees who are laid off shall be placed on a re-employment list for a period of up to twenty-four (24) months from the effective date of the layoff.
- 23:15** Employees who are placed on a re-employment list shall be called back to their positions in reverse order of layoff in the classification from which the employee was laid off.
- 23:16** An employee who is on the re-employment list must:
- (a) Report any change of address to Human Resources without delay;
 - (b) If called back or provided a reasonable re-employment opportunity, respond to the call-back or reasonable re-employment opportunity within seven (7) days of receipt of notification of call-back or reasonable re-employment opportunity. An employee who accepts a reasonable re-employment opportunity at a lower rate of pay shall retain their recall rights under Section :15 for the duration of the time they would have remained on the re-employment list;
 - (c) Return to work within fourteen (14) days of receipt of notification of call-back or reasonable re-employment opportunity or such other date as may be agreed upon between the employee and the Employer;

(d) Except for good and sufficient reasons, accept a call-back or reasonable re-employment opportunity in accordance with this Article or be deemed to have resigned.

23:17 A “reasonable re-employment opportunity” is a position which the employee is reasonably qualified for and able to perform and which is in a location which would not require a change of residence by the employee.

23:18 Employees on a re-employment list may be offered re-employment to other positions within the College.

23:19 An employee who accepts another position may be placed on a trial period of not more than six (6) months duration. An employee who is found to be unsuitable during this trial period will be returned to the appropriate re-employment list for the greater of six (6) months or the remainder of the employee’s twenty-four (24) month period on the re-employment list. An employee found to be unsuitable may grieve the decision commencing at Step 2 of the grievance procedure.

23:20 If a regular employee accepts a term position as a result of re-employment, the employee’s status as a regular employee shall be maintained. On the expiry of the term, the employee will be permanently laid off, or remain on the re-employment list for the remainder of the twenty-four (24) month period if applicable.

23:21 An employee who has been notified of layoff may opt to waive his/her employee displacement and re-employment rights and accept a permanent layoff. The employee is then eligible to receive severance pay in accordance with Article 24:04.

Article 24 Severance Pay

24:01 Employees with nine (9) or more years of continuous employment whose services are terminated as a result of retirement in accordance with the provisions of The Civil Service Superannuation Act, or death, shall be paid, or to the employee’s estate in the event of death, severance pay in the amount of one (1) weeks’ pay for each complete year of continuous employment or portion thereof, but the total amount of severance pay shall not exceed fifteen (15) weeks’

pay. (Example: 10 years, 8 complete months of continuous employment equals $10\frac{8}{12}$ years of continuous employment for purposes of calculation.)

- 24:02** Where an employee in his or her ninth (9th) year of continuous employment fails to complete nine (9) years' continuous employment as a result of retirement in accordance with the provisions of The Civil Service Superannuation Act or death, the employee shall be paid, or to the employee's estate in the event of death, severance pay on the basis of nine (9) weeks' pay multiplied by the factor of the number of complete months service completed in his or her ninth (9th) year divided by twelve (12) months .
- 24:03** In addition to the severance pay set out in Section :01, employees who retire in accordance with the provisions of The Civil Service Superannuation Act will also be eligible for the following severance pay:
- (a) For employees with twenty (20) or more years of accumulated service, an additional two (2) weeks' pay;
 - (b) For employees with twenty-five (25) or more years of accumulated service, two (2) weeks' pay in addition to the amount in Subsection (a);
 - (c) For employees with thirty (30) or more years of accumulated service, two (2) weeks' pay in addition to the amount in Subsections (a) and (b);
 - (d) For employees with thirty-five (35) or more years of accumulated service, two (2) weeks' pay in addition to the amounts in Subsections (a), (b) and (c);
 - (e) For employees with forty (40) or more years of accumulated service, two (2) weeks pay in addition to the amounts in Subsections (a), (b), (c) and (d).**

- 24:04** Employees with one (1) or more years of continuous employment whose services are terminated as a result of permanent layoff shall be paid severance pay in the amount of one (1) weeks' pay for each complete year of continuous employment or portion thereof, but the total amount of severance pay shall not exceed twenty-six (26) weeks' pay.
- 24:05** Where an employee in his or her first (1st) year of continuous employment fails to complete one (1) year continuous employment as a result of permanent layoff, the employee shall be paid severance pay on the basis of one (1) weeks' pay multiplied by the factor of the number of complete months of service completed in his or her first (1st) year divided by twelve (12) months.
- 24:06** The rate of pay referred to in this Article shall be determined on the basis of the last regular bi-weekly rate of pay, excluding allowances, which was in effect for the employee at the time of retirement, permanent layoff, or death. Subject to Section :08, the rate of pay for hourly rated employees shall be determined on the basis of the applicable work week, either thirty-six and one-quarter (36 $\frac{1}{4}$) or forty (40) hours per week.
- 24:07** In the case of employees eligible for severance pay who are on stand-by or temporary layoff at the time of retirement, permanent layoff or death, the weekly hours shall be, subject to Section :08, the normal weekly hours of work in effect for the classification of the employees at the time of the retirement, permanent layoff or death.
- 24:08** In the case of hourly paid employees whose total weekly hours of work vary between summer and winter, the severance pay to be paid shall be based on an average of the normal hours of work over the fiscal year.

Article 25 Holidays

- 25:01** (a) The following holidays shall be observed in the College:
- | | |
|--|--|
| New Year's Day | Labour Day |
| Louis Riel Day - third Monday in February | |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Victoria Day | Christmas Day |
| Canada Day | Boxing Day |
| Civic Holiday | Any other holiday proclaimed
by Federal or Provincial Statute |
- (b) For calculation purposes holidays shall be observed as indicated below:
- (i) For all shift employees, where any of the holidays fall on a Saturday or a Sunday they shall be observed on that day. For purposes of this Article, a shift employee is one whose regular work week is not Monday to Friday inclusive;
 - (ii) For all non-shift employees, where any of the holidays fall on a Saturday or Sunday, the holiday shall be observed on the following Monday. Where holidays fall on both Saturday and Sunday, the holidays shall be observed on the following Monday and Tuesday.
- 25:02** (a) All College offices shall be closed at **noon** on December 24th when that day falls on Monday through Friday. This day shall be considered a full working day for purposes of calculation.
- (b) Where the Employer requires an employee to work a regular work day on December 24th when that day falls on Monday through Friday inclusive, such employee shall be

entitled to one-half ($\frac{1}{2}$) day of compensatory leave with pay to a maximum of four (4) hours.

- (c) Where an employee is on approved vacation **or banked time off** on December 24, when that day falls on Monday through Friday, the employee shall utilize $\frac{1}{2}$ day of vacation **or banked time off** credits and the day shall be considered a full day for purposes of all other calculations.

25:03 An employee is entitled to his or her regular pay for a holiday on which the employee does not work provided the employee:

- (a) Did not fail to report for work after having been scheduled to work on the day of the holiday;
- (b) Has not absented herself from work without the consent of the Employer on the regular working day immediately preceding or following the holiday unless the absence is by reason of established illness.

25:04 Notwithstanding Section :03 (b) an employee who is on an approved leave of absence without pay at the time of the holiday shall be entitled to receive his or her regular pay for the holiday provided that the employee received pay for part or all of each day of at least fifteen (15) days during the thirty (30) calendar days immediately preceding the holiday.

25:05 If an employee who is not entitled to pay for a holiday that falls on a regular working day for reasons as outlined in Section :03 does work on the holiday, the employee shall be paid wages equivalent to one and one-half ($1\frac{1}{2}x$) times the employee's regular rate for the time worked on that day.

25:06 Subject to Section :08, and subject to the call-out provisions as provided in this Agreement, an employee who is required to work on the holiday when it is observed on the employee's day of rest shall receive, in addition to the regular holiday pay to which the employee may be entitled:

- (a) If the employee is eligible for premium overtime, overtime compensation based on double time ($2x$) the employee's

regular rate of pay for all overtime worked on the holiday. Such overtime compensation is in lieu of the overtime compensation to which the employee would otherwise be eligible;

- (b) If the employee is not eligible for premium overtime, compensation based on time and one-half ($1\frac{1}{2}x$) the employee's regular rate of pay for all overtime worked on the holiday. Such compensation is in lieu of the compensation to which an employee would otherwise be eligible.

25:07 Subject to Section :03, where the wages of an employee vary from day to day, the pay for a holiday on which the employee has not worked shall be equivalent to the employee's average daily earnings exclusive of overtime for the days on which the employee worked during the twenty (20) working days immediately preceding the holiday.

- 25:08**
- (a) An employee who is entitled to pay for a holiday and who is required to work on the holiday, in addition to the regular pay, shall be compensated at the rate of time and one-half ($1\frac{1}{2}x$) for all regular hours worked on the holiday, or be granted compensatory leave for such hours worked at the rate of one and one-half ($1\frac{1}{2}x$) hours for each additional hour worked. Any overtime hours worked on the holiday shall be compensated on the same basis as set out in Section :06 (a) or (b).
 - (b) Subject to Section :08 (c), the accumulated compensatory leave referred to in Section :08 (a) above, shall be taken in the vacation year in which it is earned.
 - (c) The Employer may allow accumulated compensatory leave in lieu of statutory holidays to be carried forward to the next vacation year.
 - (d) In the event that an employee is terminated, the accumulated compensatory leave in lieu of statutory

holidays shall be paid out at the final rate in effect for the employee during the year in which the statutory holidays were worked.

- (e) Shift employees shall be entitled to add to their regular annual vacation a maximum of five (5) days accumulated compensatory leave, and any additional compensatory leave shall be granted at the discretion of the Employer.

25:09 An employee who leaves the employment of the Employer shall receive pay in lieu of the compensatory leave that has not been granted.

25:10 Where a holiday falls within the vacation period of an employee, one (1) additional working day shall be added to the employee's vacation entitlement in lieu of the holiday.

Article 26 Vacation

26:01 A vacation year is the period beginning on the first day of April and ending on the thirty-first day of March next following.

26:02 Employees shall earn vacation leave credits on the following basis:

- (a) Employees who have completed less than two (2) years service, one and one-quarter ($1\frac{1}{4}$) working days per complete month of service in each vacation year to be taken in the vacation year following the year in which the vacation is earned;
- (b) Commencing from the beginning of the vacation year in which two (2) years of service will be completed, one and two-thirds ($1\frac{2}{3}$) working days per complete month of service in each vacation year to be taken in the year in which three (3) years of service are completed and yearly thereafter;

- (c) Commencing from the beginning of the vacation year in which nine (9) years of service will be completed, two and one-twelfth ($2\frac{1}{12}$) working days per complete month of service in each vacation year to be taken in the year in which ten (10) years of service are completed and yearly thereafter;
- (d) Commencing from the beginning of the vacation year in which nineteen (19) years of service will be completed, two and one-half ($2\frac{1}{2}$) working days per complete month of service in each vacation year to be taken in the year in which twenty (20) years of service are completed and yearly thereafter;
- (e) Notwithstanding subsections (a), (b), (c) and (d), employees terminating in their second (2nd) year of service shall have their vacation leave credits cashed-out at the rate of one and one-quarter ($1\frac{1}{4}$) days per complete month of service and employees terminating in their ninth (9th) year of service shall have their vacation leave credits cashed-out at the rate of one and two-thirds ($1\frac{2}{3}$) days per complete month of service, and employees terminating in their nineteenth (19th) year of service shall have their vacation leave credits cashed-out at the rate of two and one-twelfth ($2\frac{1}{12}$) days per complete month of service.

26:03 An employee appointed on the first working day of the month shall accumulate vacation credits from that date. An employee appointed on any working day other than the first working day of the month shall accumulate vacation credits from the first of the month following the date of employment.

26:04 When computing vacation leave:

- (a) Any fraction of a day equal to or greater than one-half ($\frac{1}{2}$) shall be computed as a half day; and

- (b) Any fraction of a day less than one-half ($\frac{1}{2}$) shall be computed as nothing.
- 26:05**
- (a) Vacation leave shall be taken in the vacation year following the vacation year in which it is earned.
 - (b) Where operational requirements permit, and subject to the approval of the Employer, vacation leave may be taken by an employee.
 - (c) Vacation leave may not be taken in advance of when it is earned. However, notwithstanding Section :05 (a), upon the request on an employee, and upon the approval of the Employer, vacation leave up to a maximum of five (5) working days may be granted to an employee in the year in which it is earned.
 - (d) The Employer may authorize vacation to commence on any day.
 - (e) The Employer may authorize that vacation leave be carried forward to the next following year to supplement the vacation period in that year, but in no case will a vacation carry-over be allowed which comprises more than one previous year's vacation entitlement.
 - (f) The Employer may authorize or require an employee to take vacation leave in two (2) or more periods.
 - (g) Where an employee is called back from vacation by their Employer, the employee shall be reimbursed for trip cancellation fees or any other expenses approved by the Employer.
- 26:06** Where the Employer has been unable to schedule part or all of an employee's vacation within the vacation year and as a result finds it necessary to restrict the whole or part of the vacation leave of an employee, the Employer may authorize payment in

lieu of vacation. Such pay shall not be subject to deduction of pension fund contributions or life insurance contributions. An employee whose vacation leave has been restricted may, in lieu of receiving such pay, elect to carry over such vacation leave to the following year.

- 26:07** Subject to the requirements of the Employer, vacation leave shall be rotated regardless of seniority.
- 26:08** Where for any reason other than death, an employee leaves the employment of the Employer after having been granted more vacation leave than the employee has earned in accordance with this Agreement, the employee shall repay to the College all salary paid for such excess period of leave.
- 26:09** Where an employee dies, the employee's estate shall receive the employee's accumulated vacation credits.
- 26:10** Where an employee is absent on leave without pay for a period of one (1) month or a portion thereof greater than one-half ($1/2$), vacation leave credits shall no longer accumulate.
- 26:11** For instructors, all provisions of this Agreement respecting vacations shall apply with the exception of those provisions contrary to the specific provisions outlined in this section:
- (a) Instructors shall accumulate vacation credits at the rate of three and two-thirds ($3\frac{2}{3}$) days for each full month of employment during the period August 1 to July 31;
 - (b) Subject to the applicable sections of this article, vacations shall be taken by an instructor during periods in which no instructional or teaching responsibilities with a class have been assigned;
 - (c) Where an instructor is transferred or promoted to a classification which does not qualify for vacation benefits specific to instructors, the employee will be entitled to his or her unexpended vacation credits as of the date of transfer or promotion;

- (d) Where a regular instructor resigns, his or her unexpended vacation credits shall be recalculated and paid out on the basis of the appropriate rate of accumulation as set out in Section :02;
- (e) Notwithstanding Section :11 (d), where a regular instructor is laid off or retires or dies or gives at least four (4) weeks notice of resignation, his or her unexpended vacation credits shall be calculated and paid out at the rate of accumulation specified in Section :11 (a);
- (f) Where a term instructor who has less than twenty-two (22) **accumulated** months of service is terminated or resigns, his or her unexpended vacation credits shall be recalculated and paid out on the basis of the appropriate rate of accumulation as set out in Section :02;
- (g) Where a term instructor with twenty-two (22) or more **accumulated** months of service is terminated or resigns in accordance with the provisions of Section :11 (f) his or her unexpended vacation credits shall be calculated and paid out at the rate of accumulation specified in Section :11 (a).

26:12 Christmas Break

Employees shall receive time off with pay during that period between Boxing Day and New Year's Day designated by the Employer as Christmas break. This does not apply to employees who are on leave of absence without pay. Where an employee is required to work during any part of that period between Boxing Day and New Year's Day designated by the Employer as Christmas break, the employee shall receive equivalent time off without loss of pay.

Article 27 Sick Leave

- 27:01** It is agreed by both parties that earned sick leave entitlement shall be granted where an employee is unable to be at work and perform his or her regular duties as a result of illness or injury.
- 27:02** The sick leave to which an employee is entitled shall accumulate:
- (a) During the first four (4) years of service at the rate of one-half ($\frac{1}{2}$) working day per bi-weekly pay period; and
 - (b) After the first four (4) years of service, at the rate of one (1) working day per bi-weekly pay period.
- 27:03** Sick leave shall be earned by daily and hourly paid employees pro-rated on the basis of total accumulated service and regular hours worked, exclusive of overtime (i.e. eighty [80] hours = ten [10] days = one [1] bi-weekly pay period).
- 27:04** Sick leave with pay up to but not exceeding the net amount of entitlement will be paid to hourly paid employees based on the number of hours they normally would have been scheduled to work on the day they were absent on sick leave.
- 27:05** Sick leave shall not accumulate beyond two hundred and eight (208) working days.
- 27:06** An employee who has been absent on sick leave with pay, upon returning to work, shall continue to accumulate sick leave up to a maximum of two hundred and eight (208) working days in accordance with Sections :02 and :03.
- 27:07** An employee appointed on the first working day of a bi-weekly pay period shall be eligible to accumulate sick leave credits from that date. An employee appointed on any date other than the first working day of a bi-weekly pay period shall be eligible to accumulate sick leave credits from the first full bi-weekly pay period following the date of appointment.
- 27:08** A new employee may be granted sick leave in advance of it being earned during the first six (6) months of service, provided that the amount advanced, when combined with credits already accumulated, does not exceed five (5) working days. If an employee who has used more sick leave than has been earned has his or her services terminated for a reason other than layoff

or death, the salary over-payment resulting from the use of unearned sick leave shall be recovered by the Employer.

27:09 Sick leave shall not accumulate during periods when an employee is:

- (a) Absent on sick leave and/or absent on Workers Compensation for a period of more than ten (10) consecutive working days; or
- (b) Absent without leave; or
- (c) Absent on leave of absence without pay.

Subsections (b) and (c) to apply where the period of absence is greater than one-half ($\frac{1}{2}$) of the bi-weekly period.

27:10 Where an employee is to be absent because of illness, the employee shall endeavour to notify his or her immediate supervisor of the absence due to illness at least one hour (1) prior to and not more than thirty (30) minutes after the normal hour of beginning work, or as soon thereafter as the means of communication permit.

27:11 **The employer may request a medical certificate or sworn statutory declaration by advance notice or any time during or after the period of illness certifying an employee is or was unable to be present at work because of illness. Should the employee fail to provide a medical certificate or sworn statutory declaration acceptable to the employer within a reasonable amount of time, the employee shall not be paid for the absence.**

27:12 Where an employee has been absent for a period of three (3) working days or less because of sickness, the employee shall complete and submit a return on a form as required by the Employer. Where the Employer requires information other than a certificate of absence due to illness or injury, Article 12 shall apply.

27:13 Where an employee becomes ill during the period of the employee's scheduled annual vacation, the Employer may grant sick leave and credit the employee with alternate days vacation equivalent to the number of days approved sick leave providing

the illness is over three (3) days and may require hospitalization. The employee will be responsible to provide proof of illness and/or hospitalization satisfactory to the Employer. The application of this clause to employees subject to the instructor vacation provisions outlined in Article 26:11 shall be to a maximum of fifteen (15) working days.

- 27:14** Where the Employer has cause to request information other than that required in Section :11, the Employer shall reimburse the employee for any costs incurred for providing such information.
- 27:15** Employees should make every reasonable effort to schedule their medical and dental appointments outside of their working day. However, if employees are unable to schedule their medical and dental appointments outside normal working hours, they will be allowed time off without loss of pay provided they are absent less than two (2) hours. Employees are encouraged to schedule appointments at the beginning or end of the working day in order to minimize disruptions and absences. Employee absences for appointments greater than two (2) hours, will be allowed without loss of pay if the employee has sick leave credits. The time off will be charged against the employee's sick leave credits. Any fraction of a day less than half ($\frac{1}{2}$) but greater than two (2) hours will be computed as a half ($\frac{1}{2}$) day; any fraction of a day greater than half ($\frac{1}{2}$) day will be computed as one (1) day.
- 27:16** For medical and dental appointments with specialists or for services not available locally, up to two (2) days including travel and appointment time, may be allowed for such appointments. Where documentation acceptable to the Employer is provided, sick leave may be used for such medical and dental appointments.

Article 28 Workers Compensation

- 28:01** When an employee is unable to work and is in receipt of Workers Compensation allowance as a result of an injury incurred in the course of the employee's duties, the employee may elect to be paid an additional amount which, when combined with the compensation allowance, shall ensure the maintenance of net salary. Such additional amount shall be

chargeable to the employee's sick leave credits accrued at the time the employee commenced receipt of Workers Compensation allowances, and such additional payments shall be payable until the employee's accrued sick leave credits have been exhausted. Net salary shall be as determined by the Workers Compensation Board.

- 28:02** Notwithstanding Section :01, an employee's pay may only be topped up by a maximum of 10% of the employee's net salary at the time of the injury.
- 28:03** Where an employee is absent due to injuries or disabilities for which compensation is paid under The Workers Compensation Act, vacation leave shall accumulate as if the employee were not absent, but the extent of such accumulation shall not continue beyond twelve (12) consecutive calendar months from the date of absence due to the compensable injury.
- 28:04** Where an employee is injured on the job and is required to leave for medical treatment and/or is sent home by management due to the injury, the employee shall incur no loss in regular pay and benefits for the day on which the accident occurs.
- 28:05** Transportation to the nearest physician or hospital for employees requiring immediate medical care as a result of an on-the-job accident shall be provided by or at the expense of the Employer if it is not covered by a medical plan.

Article 29 Compassionate Leave

- 29:01** An employee shall be entitled to compassionate leave of five (5) working days without loss of salary in the event of the death of parent, spouse or child.
- 29:02** An employee shall be entitled to compassionate leave of three (3) working days without loss of salary in the event of the death of a brother, sister, ward of the employee, grandparent, grandchild, or relative permanently residing in the employee's household or with whom the employee permanently resides.
- 29:03** An employee shall be entitled to compassionate leave of one (1) working day without loss of salary in the event of the death of an employee's, son-in-law, daughter-in-law, brother-in-law,

sister-in-law, mother-in-law, father-in-law, aunt, uncle, niece or nephew.

- 29:04** An employee who is entitled to compassionate leave under Sections :01, :02 and :03 during vacation leave shall receive vacation credits equal to the number of days of compassionate leave granted.
- 29:05** Provided an employee has not received compassionate leave for the death in question, an employee shall be entitled to compassionate leave up to a maximum of one (1) day without loss of salary for attending a funeral as a pallbearer.
- 29:06** An employee shall be entitled to additional compassionate leave up to a maximum of two (2) days without loss of salary, requested for the purpose of attending a funeral at a distance of two-hundred (200) kilometres or further, accessible by all weather road.

Article 30 Family Related Leave and Religious Observances

- 30:01** An employee shall be entitled to up to five (5) days of leave with pay in each fiscal year to be granted on the recommendation of the Employer as follows and charged against the employee's sick leave credits:
- (a) (i) The leave shall be for the purpose of attending to family responsibilities which are real, immediate and unavoidable and which necessitate the employee's absence from work;
 - (ii) The family responsibilities of the employee could not reasonably be accommodated by some other person or in some other way or at some other time;
 - (iii) The amount of leave is intended to cover the period until appropriate alternative arrangements can be made;
 - (b) (i) For religious observances as approved by the Employer with reasonable notice to be provided to

the Employer. Religious observances shall be interpreted as major religious holidays normally observed by the employee and designated as a date of obligation by the employee's religious traditions.

- 30:02** An employee's sick leave accumulated under Article 27 - Sick Leave will not be reduced to less than twelve (12) days per year as a result of the application of this provision.

Article 31 Paternity Leave

- 31:01** A male employee shall be granted one (1) day's leave with pay, to attend to needs directly related to the birth of his child. At the employee's option, such leave shall be granted on the day of, or the day following the birth of his child, or the day of his wife's admission to, or discharge from hospital.

Article 32 Maternity Leave

- 32:01** An employee who qualifies for maternity leave may apply for such leave in accordance with either Plan A or Plan B but not both.

PLAN A

- 32:02** In order to qualify for Plan A, an employee must:
- (a) Have completed seven (7) continuous months of employment for or with the Employer;
 - (b) Submit to the Employer an application in writing for leave under Plan A at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave; and
 - (c) Provide the Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery.

- 32:03** An employee who qualifies is entitled to and shall be granted maternity leave without pay consisting of:
- (a) A period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Section :02 (c); or
 - (b) A period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Section :02 (c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate;
 - (c) The Employer may vary the length of maternity leave upon proper certification by the attending physician.
- 32:04**
- (a) An employee who has been granted maternity leave shall be permitted to apply up to a maximum of ten (10) days of her accumulated sick leave against the Employment Insurance waiting period.
 - (b) Should the employee not return to work following her maternity leave for a period of employment sufficient to allow for re-accumulation of the number of sick days granted under subsection (a), the employee shall compensate the Employer for the balance of the outstanding days at the time of termination. Approved sick leave with pay granted during the period of return shall be counted as days worked.

PLAN B

- 32:05** Effective the latter of:
- (a) The bi-weekly pay period following the date of signing; or
 - (b) The date a Supplementary Unemployment Benefit Plan (SUB) is approved for implementation by Human Resource

Development Canada (HRDC) and limited to maternity leaves commencing on or after that date, the provisions of Plan B will come into effect.

32:06 In order to qualify for Plan B an employee must:

- (a) Have completed seven (7) continuous months of employment for or with the Employer;
- (b) Submit to the Employer an application in writing, for leave under Plan B at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave;
- (c) Provide the Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery;
- (d) Provide the Employer with proof that she has applied for Employment Insurance benefits and that HRDC has agreed that the employee has qualified for and is entitled to such Employment Insurance benefits pursuant to Section 18, Employment Insurance Act.

32:07 An applicant for maternity leave under Plan B must sign an agreement with the Employer providing that:

- (a) She will return to work and remain in the employ of the Employer on a full-time basis for at least six (6) months following her return to work, or, in the case of a part-time employee, she will return to work and remain in the employ of the Employer on a part-time basis for at least six (6) months following her return to work; and
- (b) If she does not take parental leave as provided in Article 34 - Parental Leave, she will return to work on the date of the expiry of her maternity leave; and

- (c) If she does take parental leave as provided in Article 34 - Parental Leave, she will return to work on the date of the expiry of her parental leave; and
- (d) Should she fail to return to work as provided above, she is indebted to the Employer for the full amount of pay received from the Employer as a maternity allowance during her entire period of maternity leave.

32:08 At the request of an employee who is not a part-time employee and who has received maternity leave under Plan B, the Employer may authorize the employee to return to work on a part-time basis for a period of twelve (12) months.

32:09 An employee who qualifies is entitled to a maternity leave consisting of:

- (a) A period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Section :06 (c); or
- (b) A period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Section :06 (c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate;
- (c) The Employer may vary the length of maternity leave upon proper certification by the attending physician.

32:10 During the period of maternity leave, an employee who qualifies is entitled to a maternity leave allowance in accordance with the SUB plan as follows:

- (a) For the first two (2) weeks an employee shall receive ninety-three percent (93%) of her weekly rate of pay;
- (b) For up to a maximum of fifteen (15) additional weeks, payments equivalent to the difference between the

Employment Insurance benefits the employee is eligible to receive and ninety-three percent (93%) of her weekly rate of pay;

- (c) All other time as may be provided under Section :09 shall be on a leave without pay basis.

- 32:11** Plan B does not apply to term employees.
- 32:12** During the period of maternity leave, benefits will not accrue. However, the period of maternity leave will count as service towards eligibility for long service vacation and long service sick leave entitlement.
- 32:13** Where an employee's anniversary date falls during the period of maternity leave under Plan A or B, the employee shall be eligible to receive a merit increase effective the date upon which she returns to her position of employment.
- 32:14** The Employment Standards Act respecting maternity leave shall apply Mutatis Mutandis.

Article 33 Adoptive Parent Leave

- 33:01** An employee shall be granted one (1) day's leave with pay to attend to needs directly related to the adoption of the child. At the employee's option such leave shall be granted on the day of, or the day following the adoption.
- 33:02** Where a female employee adopts **a child aged sixty (60) months or younger**, such employee shall be eligible to receive maternity leave and the relevant provisions of Article 32 - Maternity Leave shall apply **with the necessary modifications**.

Article 34 Parental Leave

- 34:01** In order to qualify for parental leave, an employee must:
- (a) Be the mother of a child; or
- (b) Be the father of a child or he must assume actual care and custody of his newborn child; or

(c) Adopt a child under the law of a province.

34:02 An employee who qualifies under Section :01 must:

- (a) Have completed seven (7) continuous months of employment; and
- (b) Submit to the Employer an application in writing for parental leave at least four (4) weeks before the day specified in the application as the day on which the employee intends to commence the leave.

34:03 An employee who qualifies in accordance with Section :01 and :02 is entitled to parental leave without pay for a continuous period of up to thirty-seven (37) weeks.

34:04 Subject to Section :05, parental leave must commence no later than the first anniversary date of the birth or adoption of the child or the date on which the child comes into the actual care and custody of the employee.

34:05 Where an employee takes parental leave in addition to maternity leave, the employee must commence the parental leave immediately on expiry of the maternity leave without a return to work unless otherwise approved by the Employer.

Article 35 Bridging of Service

35:01 A regular employee who resigns as a result of the employee's decision to raise a dependent child or children, and is re-employed, upon written notification to the Employer shall be credited with the length of service accumulated up to the time of resignation for the purposes of sick leave and long service vacation entitlement benefits as defined in this Agreement and based on service seniority.

The following conditions shall apply:

- (a) The employee must have accumulated at least four (4) years of continuous employment at the time of resigning;

- (b) The resignation itself must indicate the reason for resigning;
- (c) The break in service shall be for no longer than six (6) years , and during that time the employee must not have been engaged in remunerative employment for more than three (3) months;
- (d) The previous length of service shall not be reinstated until successful completion of the probationary period;
- (e) Upon successful completion of the probationary period, the employee will be credited with the accumulated sick leave credits at the time of the resignation up to a maximum of twenty-six (26) days of credits.

Article 36 Loss Of or Damage To Personal Effects

- 36:01** Employees are responsible for any personal effects which are brought to their place of work and are not specifically required in the course of their employment; and no claim for compensation will be considered for loss or theft of or damage to personal effects or clothing other than damage to clothing that occurs as a result of an accident, normal wear and tear excepted.
- 36:02** Employees suffering loss of, theft of, or damage to tools, equipment, personal effects or clothing incurred when they are away from their normal place of work while on a business or field trip may claim compensation only for such items as are necessary in day-to-day living in the course of their employment away from their normal place of work.
- 36:03** Employees whose occupation requires them to provide and use their own tools, equipment or personal effects in the course of their employment, should safeguard such tools, equipment or personal effects against loss, theft or damage; and no claim for compensation for loss, theft or damage to such tools, equipment or personal effects may be made under this Section except where such tools, equipment or personal effects are handed over

or delivered to a supervisor where this is practical and the receipt thereof is acknowledged by the supervisor.

- 36:04** Where employees are required to provide, commandeer or rent without fee from any person or firm, tools, equipment or personal effects which are to be used in the course of their employment and which are not readily available from the Employer, claims for compensation may be made for the loss or theft or damage to such tools, equipment or personal effects.
- 36:05** No claims for compensation will be considered where an employee has or will receive adequate compensation from insurance or otherwise for the loss or theft of or damage to the employee's tools, equipment or personal effects, or for luxury items.
- 36:06** Every claim for compensation made pursuant to Sections :01, :02, :03, and :04 will be considered by the Employer, and the claim shall indicate:
- (a) The name of the claimant, position classification, normal place of work and type of work the position entails;
 - (b) Identification as to category - loss, theft, damage - and full particulars as to when, and how the loss, theft or damage took place, with any other relevant particulars;
 - (c) Justification for the claim in accordance with Sections :01, :02, :03, or :04;
 - (d) A certification by the claimant that all items lost, stolen or damaged are not covered by any form of insurance.
- 36:07** Payment of claims approved by the Employer shall be paid at full replacement cost provided that the item that is lost or damaged beyond repair has been purchased within three (3) months of the incident, and proof of purchase is submitted. In other cases reimbursement shall be limited to the cost of repair, or, on the basis of seventy-five percent (75%) of the replacement cost, including applicable sales taxes where necessary.

Article 37 Remoteness Allowance

37:01 The Employer shall provide remoteness allowances as shown in Appendix B which is attached hereto and which forms part of this Agreement.

Article 38 Benefits

- 38:01** (a) The Employer shall provide a Flex Benefit Plan as outlined in Appendix “H”. The plan document and group policy issued by the Insurance Carrier are the governing documents.
- (b) A group enrollment will be available every two (2) years. Employees will not be able to change their Flex Benefit Plan option within the two year timeframe, subject to the following exceptions where an employee experiences a life event as follows:
- (i) - Change in marital status
- Acquiring a Child (birth, adoption or step-child)
 - Involuntary loss of similar coverage through a spouse’s group benefit program (for example, because of a change in a spouse’s employment status)
 - Death of a spouse or child
 - A child ceasing to qualify for coverage (for example, a child’s attainment of a limiting age)
- *Spouse includes common-law and same-sex relationships.
- (ii) An employee will have 31 days from the date of the life event to choose a new Flex Benefit Plan option.

- (c) **Regular employees are eligible to participate in the Flex Benefit Plan immediately. Term employees are eligible to participate in the plan after completion of 1885 (2080) hours.**
- (d) **Any changes which may be negotiated by the Employer and the Union must result in all Flex Benefit Plan options having equivalent cost to the Employer.**
- (e) **Each year the financial experience of the Flex Benefit Plan options, which carry an employee cost, will be reviewed and the employee cost may be adjusted accordingly by the Employer.**
- (f) **The Employer will provide the Union the annual cost of the Flex Benefit Plan options, and review the previous year's Flex Benefit Plan experience, by April 30th.**

Article 39 Employee Assistance Program

- 39:01** The Employer and the Union agree that the employees will continue to have access to the Employee Assistance Program.

Article 40 Health and Safety

- 40:01** The Employer and the Union recognize that safety, accident prevention and the preservation of health are of primary importance in College operations and that these activities require the combined efforts of the Employer, employees, and the Union.
- 40:02** The Employer will continue to provide its employees with safe working conditions, equipment and materials, and will continue to ensure that all reasonable precautions are taken.

- 40:03** The Union will continue to make every effort to obtain the cooperation of each employee within the bargaining unit in the observation of all reasonable safety rules, practices and procedures.
- 40:04** Every employee shall take all reasonable precautions and follow all reasonable safety rules, practices and procedures in order to protect his or her safety and health and the safety and health of any other persons who may be affected by his or her acts or omissions at work.
- 40:05** The parties agree to the establishment of Workplace Health and Safety Committees in the College it is deemed necessary. Where it is deemed appropriate to establish a Workplace Health and Safety Committee in a workplace, the following shall apply.
- 40:06** Efforts should be made to schedule committee meetings, functions or duties during the employees' work time but if this is not possible meetings may be held during an employee's off duty hours. Employee representatives who are members of a Workplace Health and Safety Committee and who are scheduled to meet during off duty hours shall be compensated at straight time rates or at the employee's option be granted time off in lieu for time spent in such meetings, functions or duties.
- 40:07** Minutes of all committee meetings are required. Minutes shall consist of matters relating to the receipt and disposition of safety and health concerns. The minutes shall be signed by both chairpersons. Where there is disagreement as to the accuracy or content, either party may so note the disagreement and place their comments on the minutes prior to signing. When the minutes are signed by both co-chairpersons, the management co-chairperson shall retain the original for the records of the committee, forward a copy to the Workplace Safety and Health Division, post a copy and forward a copy to members of the committee.
- 40:08** The objectives of Workplace Health and Safety Committees include:
- (a) Assisting employees to identify, record, examine, evaluate and resolve health and safety concerns in the workplace;

- (b) Developing practical procedures and conditions to help achieve health and safety in the workplace;
- (c) Promoting education and training programs to develop detailed knowledge of health and safety concerns and responsibilities in each individual workplace.

40:09 Where a supervisor knows that any condition exists at a workplace that is unusually dangerous to the safety or health of an employee, the supervisor shall not require or permit an employee to engage in, carry on or continue to work in that workplace under that condition.

40:10 (a) Where an employee has reason to believe, and does believe, that a condition exists that is dangerous to his or her safety or health in the performance of the employee's work, the employee shall report that condition to his or her supervisor.

(b) The supervisor upon being notified under Section :10 (a) shall inspect the condition with the employee and discuss the employee's reasons for believing the condition to be dangerous. Where there is a health and safety committee at the workplace, the co-chairpersons may be asked to participate.

(c) If the employee is unsatisfied with the supervisor's decision or if the supervisor refuses to inspect the condition, the employee shall contact, in writing or by telephone, the Workplace Health and Safety Division without delay.

(d) If the employee refuses to work because of his or her belief that the condition is dangerous, the employee must be available to perform other work assigned.

40:11 Where an employee has refused to perform work in accordance with Section :10, no other employee shall be assigned the particular work unless such employee is notified of the refusal and the reasons for the refusal, if known.

- 40:12** Nothing in this Article prevents the doing of any work or thing that may be necessary in order to remedy the dangerous condition described in Sections :09 and :10.
- 40:13** Disciplinary action shall not be taken against an employee solely for the reason that the employee:
- (a) Made a report under Section :10; and
 - (b) Refused to work or continue to work under the conditions described under Section :10 provided a safety and health officer has reported in writing that the employee had reasonable and probable grounds for believing that those conditions were dangerous to his or her safety or health.
- 40:14** Where an employee wilfully takes unfair advantage of the provisions described in Section :10, the employee may be subject to disciplinary action up to and including suspension or dismissal.

Article 41 Uniforms and Protective Clothing

- 41:01** Where the Employer determines that uniforms and protective clothing are required in the performance of the employee's duties, such uniforms and protective clothing shall be provided to the employee.
- 41:02** Where uniforms and protective clothing are supplied, the Employer agrees to furnish, replace or repair such clothing when damaged in the performance of the employee's duties.
- 41:03** Where an employee is required, as a condition of employment, to provide and wear approved safety footwear or prescription safety glasses during the course of the employee's regular duties the employee will be eligible for an allowance once per fiscal year, to help offset the cost to the employee of purchasing approved safety footwear **and** prescription safety glasses. The allowance shall be one-hundred and sixty dollars (\$160.00) **per approved safety footwear purchase and one-hundred and sixty dollars (\$160.00) per prescription safety glasses purchase.** Employees may use their Vision Care benefits to supplement the purchase of prescription safety glasses.

- 41:04** The allowance will be paid under the following conditions:
- (a) The safety footwear purchased must be approved by the Canadian Standards Association (CSA); and
 - (b) Satisfactory proof of purchase must be provided by the employee; and
 - (c) The employee must have purchased safety footwear specifically for employment with the Employer; and
 - (d) To be eligible to receive the allowance an employee must work five (5) consecutive work days.
- 41:05** Where an employee who has worked for a fiscal year and has not claimed the allowance in that fiscal year, purchases safety footwear and/or prescription safety glasses in the next fiscal year, the employee is eligible to claim up to twice the maximum allowance in that fiscal year.
- 41:06** The College Health and Safety Committee shall develop a policy on uniforms and protective clothing and said policy shall be applicable to this Agreement. Until such time as said policy is developed by the Committee and implemented by the College, the policy on uniforms and protective clothing as specified in the Province of Manitoba General Manual of Administration shall be applicable to this Agreement. Where the provisions of the College policy on uniforms and protective clothing, or the General Manual of Administration conflict with this Article, this Article shall prevail.
- 41:07** Notwithstanding any other provision of this Agreement, where an employee disputes the provision of protective clothing and footwear in accordance with this Article, the employee may file a grievance in accordance with the grievance procedure. The decision at Step 2 shall be final for such grievances.

Article 42 Video Display terminals

- 42:01** A pregnant VDT operator may request a job reassignment for the period of pregnancy by forwarding a written request to the Director of Human Resources. Upon receipt of the request, the

Employer, where possible, will assign the VDT operator to an alternate position and/or classification or to alternate duties within five (5) working days of the request. Where the Employer is unable to accomplish this, the Employer will notify the Union and the parties will meet without delay in an effort to resolve the matter.

- 42:02** Where an operator is of the opinion that the work results in undue eye fatigue, the employee may request a review of the job duties. The Employer will endeavour to design the job of the operator in a manner that will, wherever practicable, permit an operator to be assigned at least ten (10) minutes of alternate duties during any two (2) hour period of continuous operation.

Article 43 Union Business

- 43:01** Leave of absence to attend to Union business may be granted to employees under the following conditions:
- (a) Requests for leave shall be made in writing by the Union by providing the employee with a letter of request. The employee shall submit the letter to his or her immediate supervisor who shall forward the request to the Employer for approval. The Union will also provide a copy of the written request to the Director of Human Resources;
 - (b) Requests for leave shall be made with reasonable advance notice but not less than three (3) working days and shall be granted only where operational requirements permit. Where special or unusual circumstances prevent compliance with the three (3) working days notice, the request shall be considered and shall not be unreasonably denied;
 - (c) Where such leave of absence has been granted the Union shall reimburse the College one hundred percent (100%) of

the wages paid to such employees during the approved absence.

- 43:02** (a) For time spent with the Employer's representatives during negotiations of the Agreement, the Union will be allowed to have no more than two (2) employees present at each bargaining session on a time off with pay basis.
- (b) Prior to the commencement of negotiations, the Union shall supply the Employer with a list of employee representatives. Dependent upon operational requirements, requested leave for such employees shall not be unreasonably denied.
- (c) Subject to the mutual agreement of the parties, the total number of employees referred to in both Sections :02 (a) and (b) above may be changed provided any additional employees are on leave without pay or on wage recovery as per Section: 01 (c).
- 43:03** Union staff members shall not visit employees at their place of work unless prior approval has been obtained from the employee's supervisor.
- 43:04** The Employer agrees to allow the Union use of space on existing bulletin boards for the purpose of posting official Union information relating to business affairs, meetings, and social events provided the information does not contain anything that is adverse to the interests of the Employer. The Employer shall have the right to refuse to post or remove the posting of any information.

Article 44 Rights of Union Officers

- 44:01** "Union Officer" means an employee elected or appointed by the Union who is authorized to represent the Union, an employee or both.
- 44:02** The Employer recognizes the Union's right to select union officers to represent employees.

- 44:03** The Union shall determine the number of union officers and the jurisdiction of each union officer having regard to the plan of organization, the distribution of employees at the work place, and the administrative structure implied by the grievance procedure.
- 44:04** The Union agrees to provide the Employer with a list of union officers and any subsequent changes. The Union shall provide appropriate identification for union officers.
- 44:05** Union officers and employees shall not conduct union business during their working time.
- 44:06** The duties of the union officers shall be to investigate complaints of an urgent nature and to investigate and present grievances in accordance with the grievance procedure.
- 44:07** For complaints of an urgent nature, a union officer shall first obtain the permission of his or her immediate supervisor before leaving work to investigate such complaint. Such permission shall not be unreasonably sought or withheld. On resuming his or her normal duties, the union officer shall notify his or her supervisor.
- 44:08** When it is necessary for a union officer to investigate a complaint or grievance during working hours, no deduction in salary shall be made from the union officer or employee concerned, provided that each has obtained approval from their supervisor(s) for the time required to deal with the complaint or grievance. On resuming their duties, the union officer and employee shall notify their supervisor(s).
- 44:09** Notwithstanding Section :05, upon request, a union representative shall be provided an opportunity to meet with newly hired employees for up to fifteen (15) minutes during regular working hours. The time shall be established by agreement subject to operational requirements and may include a group orientation to facilitate this.

Article 45 Union Security

- 45:01** Employees covered by this Agreement, whether members of the Union or not, shall pay to the Union, by payroll deduction, an amount equal to the bi-weekly membership dues determined by the Union. For new employees, the payroll deduction of the amount as set out above shall become effective on the first day of the bi-weekly pay period, following the date the employee is covered under the terms of this Agreement.
- 45:02** The Employer shall forward to the Union the amount of the dues deducted under Section :01 above on a bi-weekly basis per each applicable bi-weekly pay period system.
- 45:03** The Employer shall provide the Union on a bi-weekly basis per each applicable bi-weekly pay period system, the names of the employee from whose wages dues have been deducted showing opposite each employee's name, the amount of dues deducted for that employee.
- 45:04** The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer.
- 45:05** Notwithstanding any other provision in this Agreement, the Employer shall not later than ninety (90) days preceding the expiry date of this Agreement, furnish in written form to the Union the following, by classification groupings:
- (a) The name of each employee;
 - (b) The classification of each employee;
 - (c) The current rate of pay of each employee.

Article 46 Labour/Management Committee

- 46:01** A joint consultation committee will be established and maintained within the College. The committee shall consist of no more than three (3) representatives of the Employer and three (3) representatives of the Union. The committee shall meet at the request of either party for the purpose of discussing matters of mutual concern, and which either party considers appropriate for discussion by the committee.

46:02 The committee may make recommendations to the Union and the Employer with respect to its discussion and conclusions, but it shall not have jurisdiction over wages, or any matter of collective bargaining including the administration of this Agreement. The committee does not have the power to bind either the Union or its members or the Employer to its decisions or conclusions.

Article 47 Grievance Procedure

- 47:01** The parties to this Agreement recognize the desirability for prompt resolution of grievances through an orderly process without stoppage of work or refusal to perform work.
- 47:02** A grievance is defined as a complaint in writing concerning:
- (a) The application, interpretation, or alleged violation of an Article of this Agreement or a signed Memorandum of Understanding or a signed Memorandum of Agreement between the parties;
 - (b) The dismissal, suspension, demotion, or written reprimand of an employee;
 - (c) A dispute concerning the classification of an employee.
- 47:03** Notwithstanding Section :02, an employee may complain or grieve on any unsatisfactory working condition up to and including Step 2 of the grievance procedure. The decision at Step 2 shall be final for such grievances.
- 47:04** (a) Where a grievance has been initiated and the nature of the grievance is such that it has or potentially could have widespread application affecting a number of employees: and where as a result the Union deems it impractical that each affected employee grieve separately, the Union shall have the right to present a group grievance on those matters as defined in Section :02 (a). A group grievance shall be presented directly to the College President within twenty (20) working days following the date upon which the employee(s) were notified orally or in writing, or on

which the employee(s) first became aware of the action giving rise to the grievance.

- (b) Where either party to this Agreement disputes the general application, interpretation or alleged violation of an Article of this Agreement or a signed Memorandum of Understanding or a signed Memorandum of Agreement between the parties, either party may initiate a policy grievance. Where such a grievance is initiated by the Union it shall be presented to the College President. Where such a grievance is initiated by the Employer it shall be presented to the President of the Manitoba Government and General Employees' Union. In all cases the grievance shall be presented within twenty (20) working days from the date of the action giving rise to the grievance.
- (c) Where the parties fail to resolve a grievance under Section :04 (a) or :04 (b), either party may refer the grievance to Arbitration. It is agreed and understood that grievances which have been submitted and dealt with as individual grievances may not subsequently be submitted as a policy grievance.
- (d) Notwithstanding Section :06 a grievance filed under Section :04 (b) shall not require the signature of an employee.

47:05 If an employee or the Union fails to initiate or process a grievance within the prescribed time limits, the grievance will be deemed to be abandoned and all rights of recourse to the grievance procedure for that particular grievance shall be at an end. If the Employer fails to reply to a grievance within the prescribed time limits, the employee or the Union may process the grievance to the next step. Either party may request an extension of the time limits providing such extension is requested prior to the expiry of the time allowed. An extension, if requested, shall not be unreasonably withheld.

- 47:06** Wherever possible, the grievance shall be presented on the Union Grievance Form. A written description of the nature of the grievance and the redress requested shall be sufficiently clear and if the grievance relates to an Article of the Agreement, such Article shall be so stated in the grievance. The grievance shall be signed by the employee and may be clarified at any step providing its substance is not changed. Except for failure to meet the time limits, a grievance shall not be deemed to be invalid if it is not written on the Union Grievance Form or for failure to quote the Article in dispute.
- 47:07** It is mutually agreed that an effort shall be made to resolve complaints through discussion before a written grievance is initiated. The aggrieved employee shall have the right to have a representative present at such a discussion. When a grievance cannot be presented in person at any step, it may be transmitted by registered mail.
- 47:08** An employee has the right to representation by a Union representative at any step of the grievance procedure.

Step 1

- (a) Within twenty (20) working days after the date upon which the employee was notified orally or in writing, or on which the employee first became aware of the action or circumstances giving rise to the grievance, the employee shall present the grievance with the redress requested to the employee's supervisor.
- (b) The supervisor shall sign for receipt of the grievance and if the nature of the grievance is such that the supervisor is authorized to deal with it, the supervisor shall issue a decision in writing to the employee and to the Union within fifteen (15) working days.
- (c) The supervisor may discuss the grievance with the employee and the employee's representative before giving a decision on the grievance.

- (d) If the nature of the grievance is such that a decision cannot be given below a particular level of authority, the supervisor shall forward the grievance to the College President **or designate** at Step 2 of the grievance procedure and so inform the employee and the Union. The time limits and the procedures of the appropriate step shall then apply.
- (e) Where the immediate supervisor at Step 1 is a union officer or officer of the Union, the grievance shall automatically be referred by the immediate supervisor to Step 2.

Step 2

- (a) If the grievance is not resolved satisfactorily at Step 1, the employee shall submit the same grievance and the redress requested to the College President or designate within fifteen (15) working days of the receipt of the decision at Step 1.
- (b) The College President or designate shall sign for receipt of the grievance and issue a decision in writing to the employee and to the Union within fifteen (15) working days of receipt of the grievance.
- (c) For those grievances defined in accordance with Section :02, the College President or designate may hold a hearing to discuss the grievance with the employee and the employee's representative before giving a decision on the grievance. For those grievances concerning unsatisfactory working conditions as defined in Section :03, the College President or designate shall hold a hearing to discuss the grievance with the employee and the employee's representative before giving a decision on the grievance.

- 47:09** Grievances concerning demotion, suspension or dismissal shall be initiated at Step 2 of the grievance procedure within twenty (20) working days of the date that the employee became aware of the action.
- 47:10** An employee or the Union may withdraw a grievance at any step of the grievance/arbitration procedure by giving written notice to the Employer. An employee may abandon a grievance by not processing it within the prescribed time limits.

Article 48 Arbitration Procedure

- 48:01** Only those matters set forth below may be submitted to Arbitration by the Union or the Employer:
- (a) Grievances concerning the application, interpretation or alleged violation of an Article of this Agreement;
 - (b) Grievances concerning the application, interpretation or alleged violation of a signed Memorandum of Understanding or a signed Memorandum of Agreement between the parties;
 - (c) Grievances concerning dismissal, suspension, demotion or a written reprimand of an employee;
 - (d) Disputes involving classification.**
- 48:02** The procedure for arbitrating grievances shall be the procedure as set forth below:
- (a) Where a difference arises between the parties hereto relating to a subject matter as outlined in Section :01, either of the parties may, within twenty (20) working days from the receipt of the decision at Step 2, notify the other party in writing of its desire to submit the difference or allegation to arbitration. Such notification, when initiated by the Union, shall be made directly to the College President, and shall set forth the issue in dispute for referral to an

arbitrator or arbitration board in accordance with Sections :02 (b) or (c);

- (b) Where the party initiating the arbitration proceedings wishes to request a single arbitrator, the notice referred to in Section :02 (a) shall so state;
 - (i) The parties will attempt to reach agreement on the selection of a single arbitrator within ten (10) working days;
 - (ii) Where the party who receives the notice rejects the request for a single arbitrator or where the parties have failed to reach agreement on the selection of a single arbitrator within ten (10) working days, the party initiating the arbitration proceedings may submit the name of its appointee to the board in accordance with Section :02 (c) within ten (10) working days;
 - (iii) A single arbitrator shall be considered to be an arbitration board for purposes of this Article.
- (c) Where the party initiating the arbitration proceedings wishes to request arbitration by a three (3) person board, the notice referred to in Section :02 (a) shall contain the first party's appointee to the arbitration board. The following procedure will then apply:
 - (i) The party who receives the notice shall within ten (10) working days of receiving the notice, name an appointee to the arbitration board and notify the other party in writing of such appointee;
 - (ii) The two (2) members of the arbitration board named by the parties shall, within ten (10) working days of the appointment of the second of them, appoint a

third member of the arbitration board who shall be the chairperson thereof;

- (iii) If either party fails to appoint its member to the board as provided above or where the two (2) appointees of the parties fail to agree on the appointment of a third member within the time specified, the Chief Justice for the Province of Manitoba, or in the Chief Justice's absence, the Chief Justice of the Court of Queen's Bench, upon the request of a party to the Agreement, shall nominate a member on behalf of the party failing to make an appointment or shall nominate the third member and chairperson, as the case may be, and where the case requires, may nominate both, and where such nomination has been made, the Minister of Labour shall appoint that person as member or chairperson or both, as the case may be;
- (iv) The chairperson and one other member are a quorum; but, in the absence of a member, the other members shall not proceed unless the absent member has been given reasonable notice of sitting;
- (d) Where the matter is submitted to the arbitration board, the arbitration board shall commence hearings within thirty (30) days of the matter being submitted to the board and shall hear evidence and argument submitted by or on behalf of the parties relevant to the matter submitted and shall make a decision thereon in the form of an award of the arbitration board;
- (e) The arbitration board shall hear and determine the difference or allegations and shall issue a decision, which decision shall be final and binding and enforceable upon

the parties and upon any employee or employees affected by it;

- (f) The arbitration board may summon before it any witnesses and require them to give evidence on oath, orally or in writing, and to produce such documents and evidence as the arbitration board deems requisite to the full investigation and consideration of the matters referred to it;
- (g) The arbitration board shall submit a report on the findings and the decision of the board within fourteen (14) days following the completion of the hearing to the parties;
- (h) Any of the time limits referred to above may be extended by mutual agreement of the parties hereto;
- (i) In the case of a three (3) person arbitration board the decision of the majority shall be the decision of the arbitration board. If there is no majority, the decision of the chairperson shall be the decision of the board;
- (j) The arbitration board shall not have the power to add to, subtract from or modify or alter in any way the provisions of this agreement or a signed Memorandum of Understanding or a signed Memorandum of Agreement between the parties;
- (k) The arbitration board shall expressly confine itself to the issue submitted to the board, and shall have no authority to make a decision and/or recommendation on any other issue not so submitted to the board;
- (l) Where the arbitration board determines that an employee has been dismissed or otherwise disciplined by the Employer for just cause, the arbitration board may substitute such other penalty or remedy in lieu of dismissal

or the disciplinary action as the board deems just and reasonable under the circumstances;

- (m) The expenses incurred by and in respect of an arbitration board shall be paid as follows:
- (i) The parties to the arbitration shall each pay an equal portion of the remuneration and expenses of the chairperson of the arbitration board;
 - (ii) Each party to the arbitration shall pay the remuneration and expenses of the member of the arbitration board named or appointed by or on behalf of that party;
 - (iii) Each party to the arbitration shall pay the fees and expenses of witnesses called by that party to give evidence before the arbitration board;
 - (iv) Each party to the arbitration shall pay the fees and expenses of any counsel appearing before the arbitration board on behalf of that party;
 - (v) The parties to the arbitration shall each pay an equal portion of other costs and expenses incurred by the arbitration board in conducting the arbitration.

Article 49 Staff Development

- 49:01** The parties recognize the desirability of ongoing **human resource** development, the purpose of which is to improve services to meet the needs of students and the community. **Human resource development activities may include activities related to an employee's current position as well as activities for potential career development opportunities with the Employer. In addition,** upon the employee's written request, the Employer will create a **human resource** development plan for each employee who requests same.
- 49:02** Educational leave policies and practices shall be as set forth from time to time in the College's Policies and Procedures Manual.

Article 50 Harassment

- 50:01** For the purpose of this Article, “harassment” is defined as vexatious behaviour in the form of hostile or unwanted conduct, verbal comments, actions or gestures, that affects an employee’s dignity or psychological or physical integrity and that results in a harmful work environment for the employee.
- 50:02** The parties recognize that the problem of harassment may exist. However, the parties agree that harassment will not be tolerated in the workplace or in connection with the workplace.
- 50:03** Where an employee is of the opinion that the employee has been or is being harassed, the employee may forward a written complaint directly to Human Resources. Where this is not possible, the complaint may be forwarded to the College President. The complaint shall be marked “Personal and Confidential.”
- 50:04** The Director of Human Resources, College President or designate will endeavour to resolve the matter in an expeditious and confidential manner.
- 50:05** The alleged offender shall be entitled to notice of the complaint and shall be given the opportunity to respond to the complaint.
- 50:06** The Director of Human Resources, College President or designate, after an investigation is conducted, shall have the authority to:
- (a) Dismiss the complaint; or
 - (b) Implement appropriate discipline; and/or
 - (c) Take any other action which in his/her opinion may be necessary.
- 50:07** here the Director of Human Resources, College President or designate determines that a complaint has been made for frivolous, or vindictive reasons, he/she shall have the authority to:
- (a) Implement disciplinary action against the complainant; and/or
 - (b) Take any other action against the complainant which in his/her opinion may be necessary.

50:08 Notwithstanding the above, complaints of harassment may be processed as grievances.

Article 51 Civil Liability

- 51:01** If an action or proceeding is brought against any employee covered by this Agreement for an alleged tort committed by the employee in the performance of his or her duties, then:
- (a) The employee, upon being served with any legal process, or upon receipt of any action or proceeding as hereinbefore referred to, being commenced against the employee shall advise the College President of any such notification or legal process;
 - (b) The Employer shall pay any damages or costs awarded against any such employee in any such action or proceedings and all legal fees; and/or
 - (c) The Employer shall pay any sum required to be paid by such employee in connection with the settlement of any claim made against such employee if such settlement is approved by the College President before the same is finalized; provided the conduct of the employee which gave rise to the action did not constitute gross negligence of the employee's duty as an employee;
 - (d) Upon the employee notifying the Employer in accordance with Section :01 (a), the Employer and the employee shall forthwith meet and appoint counsel that is mutually agreeable to both parties. Should the parties be unable to agree on counsel that is satisfactory to both, then the Employer shall unilaterally appoint counsel. The Employer accepts full responsibility for the conduct of the action and

the employee agrees to co-operate fully with appointed counsel.

Article 52 Employee Files

- 52:01** Upon the written request of an employee, the Employer's personnel file of that employee shall be made available for the employee's full examination. Such examination shall be in the presence of a representative of Human Resources. The employee has the option to have a representative present.
- 52:02** An employee may request a copy of specific documents on the Employer's personnel file of that employee. This provision shall not be unreasonably requested or denied.

Article 53 Long Term Disability Income Plan

- 53:01** The parties agree that the Employer shall provide an employer paid Long Term Disability Income Plan for eligible employees. The regulations governing this plan will be agreed upon in a separate Memorandum of Agreement.
- 53:02** **Group Life and Employee Health Benefits (including any and all Employer contributions) shall be maintained during any unpaid leave required to satisfy the 120 day elimination period or date of initial decision, whichever is later, for the LTD plan.**

Article 54 Seniority

- 54:01** (a) "Seniority" means the length of service with the College as defined in this Article provided such service has not been broken by termination of the employee.
- (b) "Seniority" shall also include service with the Province of Manitoba prior to April 1st, 1993 as reflected in the "Transition to Board Governance" Memorandum of Agreement signed by the parties, provided such service has not been broken by termination of the employee.

- 54:02** Seniority for service shall include only the following:
- (a) Regular paid time;
 - (b) Periods of Workers Compensation;
 - (c) Periods of maternity leave;
 - (d) Periods of adoptive parent leave;
 - (e) Periods of parental leave;
 - (f) Approved educational leave to a maximum of one (1) year;
 - (g) Any sick leave without pay necessary to satisfy the elimination period of the Long Term Disability Plan;
 - (h) Leaves without pay to a maximum accumulation of twenty (20) working days in a calendar year.
- 54:03** An employee will lose all seniority when the employee:
- (a) Resigns;
 - (b) Retires;
 - (c) Is dismissed and not reinstated;
 - (d) Dies;
 - (e) Is permanently laid off;
 - (f) Is terminated at the expiry of the employee's term of employment. However, this subsection does not apply to a term employee who has been employed on a full-time basis for twenty-four (24) continuous months and who is re-employed within twelve (12) months of the expiration of the employee's term of employment.
- 54:04** A seniority list will be prepared by April 1 by the Employer based on service up to and including December 31 of the previous year. The list will be posted at work locations as determined by the Employer.
- 54:05** Seniority lists will be prepared for the following types of employees in order of seniority:
- (a) Instructional:**
 - (i) Regular;**
 - (ii) Term.**

(b) Non-Instructional:

- (i) Regular;**
- (ii) Term.**

54:06 Grievances concerning the calculation of seniority must be filed at Step 2 of the grievance procedure within twenty (20) working days of the date the employee became aware of the seniority calculation. Such grievances shall be restricted to the calculation of seniority in the calendar year immediately prior to the year in which the seniority list is posted.

Article 55 Instructor Accreditation

55:01 Each instructor shall be required to attain the Certificate in Adult Education or an equivalent qualification acceptable to the Employer.

55:02 **It is desirable that the Certificate of Adult Education be completed as quickly as possible. Therefore, an instructor shall complete at least six (6) credit hours towards accreditation each academic year.**

- (a) Where an instructor has no assigned contact hours and subject to the approval of the Employer, where operational requirements permit, the instructor may complete one or more courses towards accreditation during the period Monday to Friday, during an instructor's normal hours of work.**
- (b) Where an instructor has not completed six (6) credit hours between September and the following June the instructor shall complete the requirement during July and August. The instructor's vacation period shall be reduced by the number of calendar days on which the course is scheduled. No instructor will be put in a deficit position with respect to vacation credits as a result of taking these courses in July and August.**

- (c) **An instructor completing the Certificate in Adult Education after July 1st, 2010 shall be eligible for one increment step increase within the pay range effective the first bi-weekly pay period of the month following attainment as reflected in the instructor's transcript. The instructor's eligibility for relevant increments at the next anniversary date will not change as a result of the foregoing.**

Article 56 Off-Campus Assignments

- 56:01** Where an instructor is assigned instructional duties and responsibilities off-campus such that the instructor is unable to return to his normal residence at the end of a work day and must therefore reside temporarily in another location, the instructor shall be provided reasonable notice of such assignment.
- 56:02** An employee who accepts relocation as a result of program decentralization shall be entitled to the following:
- (a) Where the program is moved permanently to a location which requires relocation of the employee, the College policy on **Employee Relocation Expenses** shall apply;
 - (b) Where the location of the program is to be temporary (one [1] full academic year or less), the employee shall be deemed to be in travel status and the following conditions shall apply:
 - (i) The employee shall receive a disturbance allowance equivalent to two (2) weeks salary;
 - (ii) The employee shall be entitled to accommodations in accordance with Appendix F;

- (iii) The employee shall receive the applicable meal allowances and other expenses as per Appendix F;
- (iv) Prior to being committed to accepting the assignments, the employee shall be entitled to one (1) pre-location trip to the community, including transportation, meals and accommodation expenses, for the purpose of reviewing the accommodation and educational facilities;
- (v) Upon accepting the assignment, the employee, in addition to the initial paid relocation trip and final return trip, shall be entitled to further paid return trips to his/her permanent residence a minimum of eight (8) weeks or major portion thereof. Where possible, the teaching assignments shall be scheduled in such a manner as to allow the paid travel to occur on normal working days;
- (vi) The employee shall retain remoteness allowance applicable to the location of his/her permanent residence;
- (vii) Additional miscellaneous expenses may be claimed, with the approval of the College President or designate.

Article 57 Shift Premium

- 57:01** An employee required to work a shift where half or more of the hours are worked between 6:00 p.m. and 6:00 a.m. shall receive a shift premium of one-dollar and fifty cents (\$1.50) per hour or portion thereof.
- 57:02** An employee required to work a full shift of overtime on his or her day of rest or as a result of a “call out” shall receive the shift

premium if half or more of the hours worked are between 6:00 p.m. and 6:00 a.m. An employee shall not receive shift premium for overtime shifts which are contiguous to his or her regular working hours.

- 57:03** The shift premium shall not be included in the calculation of overtime payments, superannuation, group insurance, sick leave payments, vacation pay, or any other employee benefits.

Article 58 Stand-By

- 58:01** An employee, who has been designated by the Employer or authorized supervisor to be available on stand-by during off duty hours on a regular working day, shall be entitled to payment for each eight (8) hour period of:
- (a) Effective July 1, 2008 – twenty dollars (\$20.00)
- 58:02** For stand-by on a day of rest or on a paid holiday that is not a working day, the payment for each eight (8) hour period shall be:
- (a) Effective July 1, 2008 – twenty four dollars (\$24.00)
- 58:03** To be eligible for stand-by payment, an employee designated for stand-by duty must be available during the period of stand-by at a known telephone number or by another method of communication as mutually agreed between the supervisor and the employee, and must be available to return for duty as quickly as possible if called.
- 58:04** The stand-by payment includes the responsibility to respond to phone calls and other forms of electronic communication which do not include a return to work. If such calls individually or in total exceed one-half ($\frac{1}{2}$) hour, the employee is entitled to claim overtime for the period beyond one-half ($\frac{1}{2}$) hour at the applicable overtime rate. The provisions respecting minimum call-out do not apply in these circumstances.
- 58:05** An employee on stand-by who is called back to work shall be compensated in accordance with call-out provisions of the applicable overtime Article in addition to stand-by pay.

Article 59 Academic Coordinators' Allowance

- 59:01** “Academic Coordinators” means those instructors who are designated in writing by the Employer as coordinators of academic programs and receive an allowance in recognition of duties that may include administration and coordination of these programs.
- 59:02** Where an instructor is designated by the Employer as an academic coordinator, the academic coordinator shall be paid an allowance of two-thousand and seven hundred dollars (\$2,700) per annum. **Effective June 30, 2012 the allowance shall increase to two-thousand and nine-hundred dollars (\$2,900) per annum.**
- 59:03** Where an instructor serves the Employer with written notice requesting that he/she not be designated as an academic coordinator the Employer shall make every reasonable effort to accommodate the request. Normally, the instructor will not be required to assume the responsibilities of academic coordinator for a period longer than ninety (90) days following the date the employer received such notice.
- 59:04** The Employer may designate an instructor as an academic coordinator where necessary due to operational requirements such as program accreditation standards.
- 59:05** Notwithstanding the provision of Article 63:05 (i), an instructor who is designated as an academic coordinator for the full academic year will have an annual contact hour threshold of four hundred and sixty (460) hours.

An instructor who is designated as an academic coordinator for part of the academic year will have an annual contact threshold that is pro-rated based on the period the instructor was designated as an academic coordinator and the period the instructor was not designated as an academic coordinator.

Article 60 Acting Status

- 60:01** Where the Employer directs an employee employed in one position to temporarily take over the duties and responsibilities

of some other position having a higher grade of pay, and provided the employee takes over and continues to perform for five (5) or more consecutive working days the duties and responsibilities of that other position, the employee shall be appointed temporarily to that other position with acting status and shall be paid at the rate of pay for that other position from the date of taking over the duties and responsibilities of that other position until the temporary appointment is revoked; and upon the temporary appointment being revoked shall, unless the employee is appointed or promoted to some other position, revert to his or her original position and be paid at a rate of pay for his or her original position that the employee would be paid if the employee had never held the temporary appointment.

- 60:02** For purposes of interpretation of this Article, the duties and responsibilities under this Article means the duties and responsibilities that would have been performed by the incumbent during the period in which the incumbent had been replaced.

Article 61 Job Sharing

- 61:01** The Employer and the Union agree as follows:
- (a) Job sharing is an alternative work arrangement whereby the duties and responsibilities of a full-time position may be restructured in a manner that would accommodate the employment of two (2) or more employees on a part-time basis;
 - (b) The Employer will inform the Union of any new job share arrangements within the bargaining unit at the time the job share is initiated.

Article 62 Weekend Premium

- 62:01** An employee shall receive one-dollar (\$1.00) per hour for all regular hours of work or portions thereof on a Saturday or Sunday.
- 62:02** An employee who works overtime will only be eligible for weekend premium if the employee is replacing another employee who would have received the weekend premium if the employee being replaced had worked.
- 62:03** The weekend premium shall not be included in the calculation of overtime payments, superannuation, group life insurance, sick leave payments, vacation pay, or any other employee benefits.

Article 63 Hours of Work

- 63:01** All employees shall come within one (1) of the following categories of hours of work:
- (a) Thirty-six and one-quarter (36¹/₄) hours of work, Category (A);
 - (b) Forty (40) hours of work, Category (B);
 - (c) Instructors, Category (C).
- 63:02** All employees within this Agreement shall come within Category (A) except for employees classified as instructor Series, who shall be categorized as Category (C) employees, and employees in the following classifications who shall be categorized as Category (B) employees:

Building Service Worker	Parking Attendant
Carpenter	Pavement & Groundskeeper
Catering Coordinator	Production Chef
Cook	Security Officer
Food Service Worker	Supervisor, Building Service Worker
Gardener	Supervisor, Food Services
Groundskeeper	Supervisor, Night Shift
Manager, Building Services	Supervisor, Pavement & Grounds
Manager, Health Services	Supervisor, Security Services
Nurse	

63:03 Category (A)**(a) Regular Work Day and Regular Work Week**

Employees shall work seven and one-quarter (7¹/₄) consecutive hours per work day exclusive of meal periods and thirty-six and one-quarter (36 ¹/₄) hours per work week. Alterations to the foregoing shall only be by written mutual consent of both parties to this Agreement. This provision does not relate to the times of work in Section :03 (b), or the days of work in Section :03 (c).

(b) Times of Work

Normal office hours shall be between 8:00 a.m. and 5:00 p.m. Where the necessity to provide service to the public creates a need to set different times of work, the Employer, after meaningful consultation with the M.G.E.U., may set different times of work. This provision does not relate to the work day and work week in Section :03 (a), or the days of work in Section :03 (c).

(c) Days of Work

The days of work shall be Monday to Friday inclusive except where it is necessary to provide service to the public on Saturdays, when sufficient staff may be maintained at the discretion of the Employer.

(d) Flexible Hours Guidelines

The Flexible Hours Guidelines for office employees shall apply for the duration of this Agreement as outlined in Appendix "G."

63:04 Category (B)**(a) Regular Work Day and Regular Work Week**

Employees shall work eight (8) consecutive hours in each work day exclusive of meal periods and forty (40) hours in each week.

(b) Times of Work

(i) The normal hours of work shall be from 8:00 a.m. to 5:00 p.m. Monday to Friday inclusive but where it is necessary to provide service on Saturday, Sunday or a holiday, sufficient staff for that purpose shall be maintained at the discretion of the Employer.

(ii) Where the nature of the work, the exigencies of the service or existing regulations are such that it is not possible to observe the hours prescribed in Section :04 (b) (i), the Employer may set different hours of work.

(iii) Any variations to a work day or work week other than those described in Section :04 (b) (i) shall only be instituted with the mutual consent of both the parties hereto.

63:05 Category (C)

The academic year for instructors shall be the period September 1, to August 31.

(a) The parties recognize that the workload of a community college instructor includes but is not limited to the following in various proportions:

- Curriculum development;
- Assigned contact hours;
- Course/lesson preparation (new, revised or repeated);

- Evaluation (including marking, grading of oral presentations and other forms of student assessment);
- Student supervision (number of students);
- Student consultation;
- Committee work;
- Applied Research;
- **Other professional duties related to instruction.**

While the pattern of these duties may vary among disciplines and individual instructors, they constitute the principal obligations of an instructor during the academic year.

- (b) An Instructor's workload may also be influenced by other factors including but not limited to:**
- **Multi-campus assignments;**
 - **Method of delivery**
 - **Student accommodation requirements;**
 - **Approved Professional development.**
- (c)** Normally, prior to the commencement of the academic year, the chair shall determine workload within his/her area and for the individual instructors within the area. The workload assigned to individual instructors shall be appropriate and reasonable for the discipline concerned, taking into account the various **duties and** factors set out in Section :05 (a) **and (b)** hereof. The workload assigned to each instructor shall be determined **following** consultation with the instructor **including a consideration of the instructor's qualifications and course preferences.** The workload shall be reasonable and fair. **Each instructor shall receive their workload assignment in writing by**

May 31st for the fall term and with six (6) weeks prior notification for any subsequent start date. The workload assignment may be modified in the event of unforeseen circumstances.

Unless mandated by an accrediting body or professional organization the instructor(s) subject to the review of the chair, shall choose the course materials, method of presentation and evaluation for each subject assigned.

Curriculum developed by another institution and purchased for use by the College shall be delivered by instructors within the College unless otherwise mutually agreed with the Union. It is understood that programs delivered in partnership with another organization may be delivered by instructors from that organization and the College. No instructor shall be laid off as a result of purchased courses or programs delivered in partnership.

- (d) An instructor shall carry out the responsibilities for teaching with fair and ethical dealing with students, taking care to inform students adequately regarding course format, assignments, and methods of evaluation, to maintain teaching schedules in all but exceptional circumstances, to inform students adequately of any necessary cancellation and rescheduling of instruction, and to adhere to the schedules for the submission of grades and evaluations and to act in conformity with the Senior Academic Committee. Instructors shall exercise with discretion their responsibility to maintain order and safety in the classroom and in the laboratory, and to evict disrupters and /or those persons who pose a threat to themselves or to others.

(e) Appeal Procedure

- (i) An instructor who wishes a review of his/her workload shall apply to the appropriate dean or designate, within five (5) working days of receiving the assignment from the chair. The dean or designate, shall render a decision within five (5) working days of receipt of the appeal.
 - (ii) An instructor who is dissatisfied with the decision of the dean, or designate, may submit his/her complaint to the **appropriate** vice-president or designate, within five (5) working days of receipt of the dean's, or designate's decision and the vice-president, or designate, shall render his/her decision within five (5) working days of receipt of the complaint.
 - (iii) The time limits may be extended by mutual agreement between the parties.
 - (iv) If the above procedures fail to resolve the issues the matter may be submitted to arbitration in accordance with Article 48 of this Agreement.
- (f) A contact hour is a period of sixty (60) minutes or less of assigned responsibilities with a class including (but not limited to) exam invigilation, clinical, practicum supervision, worksite visitations, and assisted supervision.
- (g) Instructors may be assigned contact hours during an eight (8) consecutive hour period between 8:00 a.m. and 6:00 p.m. Monday through Friday. During this period instructors are entitled to a one (1) hour lunch break between 11:00 a.m. and 2:30 p.m.

Instructors are expected to make themselves reasonably available during non-contact time for student consultation.

- (h) Notwithstanding Section :05 (g), the parties recognize that some instructional programs must be conducted after 6:00 p.m. The parties agree as follows:
- (i) For those instructional programs offered after 6:00 p.m. for which a new instructor has been specifically hired, the Employer may assign the instructor hours beyond 6:00 p.m. provided eight (8) consecutive hours is not exceeded;
 - (ii) For those non-evening school programs that traditionally have operated beyond 6:00 p.m., the Employer may assign the instructor hours beyond 6:00 p.m. provided eight (8) consecutive hours is not exceeded;
 - (iii) Where operational requirements require that an instructor be temporarily assigned hours beyond 6:00 p.m., the Employer, after consultation with the Union may assign such hours provided eight (8) consecutive hours is not exceeded.
- (i) When an instructor in a health care program is assigned to oversee student practicums, the instructor may work up to three (3) twelve (12) hour shifts during the course of a work week. Where the instructor will be considered to have met the requirements of Section :05 (g).

Where an instructor has worked two (2) twelve (12) hour shifts, the instructor will receive one (1) day compensation time. Where an instructor has worked one (1) twelve (12) hour shift, the instructor will receive one-half ($\frac{1}{2}$) day

compensation time. This compensation time will be taken with mutual agreement within two (2) weeks of the time worked. Where mutual agreement is not achieved, the Employer will schedule time.

- (j) An instructor shall be eligible for payment at overtime rate for any and all contact hours in excess of 800 in an academic year.
- (k) Payment under Section :05 (j) will be at a rate of one and one-half time (1½) the instructors hourly rate as set out in the salary schedule. Such pay shall not be subject to superannuation or group life insurance deductions, nor will vacation credits accrue.
- (l) Where, because of the nature of the course and/or at the discretion of the Employer, an instructor is required to instruct beyond two hundred (200) working days in any one or academic year, such instructor shall be granted equivalent compensatory time off in lieu, or shall be paid for such additional instructional time at his or her normal rate of pay. Such pay shall not be subject to superannuation or group life insurance deductions, nor will vacation credits accrue. An instructor who is eligible for payment under Section (j) hereof will not be eligible for compensation under this Article.
- (m) (i) **The workload of part-time instructors shall normally consist of assigned contact hours and the other duties in accordance with 63:05 (a) and may be subject to the other influencing factors in accordance with 63:05 (b).**

(ii) A part-time instructor shall be advised of their assigned teaching schedule and the number of hours for which they shall be paid as compensation in a bi-weekly period.

(iii) The principles of reasonableness and fairness referenced in 63:05 (c) shall apply to the assignment of workload and resulting compensation for part-time instructors. A part-time instructor may appeal assigned workload and/or resulting compensation (excluding the hourly rate of pay and benefits) in accordance with 63:05 (e).

63:06 Employees will be entitled to two (2) rest periods of fifteen (15) minutes each per day at such time as may be specified by the employee's immediate supervisor.

Article 64 Overtime

64:01 The Employer may require employees to work overtime.

64:02 Notwithstanding Section :01, every reasonable effort shall be made to ensure that all overtime work is distributed equitably amongst employees who volunteer for overtime work and are able to perform the required duties.

64:03 An employee who is required to work overtime on his or her regular work day shall receive compensation at time and one-half (1½x) for all overtime worked.

64:04 An employee who is required to work on his or her first day of rest shall receive compensation at time and one-half (1½x) for the first four (4) hours and double time (2x) thereafter.

64:05 An employee who is required to work on his or her second day of rest shall receive compensation at double time (2x) for all time worked. Second in this context means the second day of rest in the employee's work week.

- 64:06** An employee in the **position of Print and Graphic Operator or Press Operator**, or whose hours of work are determined in Category (B) of Article 63:02, and who is required to work on his or her day(s) of rest is entitled to compensation at double time (2x) for all time worked.
- 64:07** An employee, if called out or scheduled to work additional hours, shall receive for the work a minimum payment equivalent to three (3) hours at the applicable overtime rate provided that the period of overtime worked by the employee is not contiguous to his or her scheduled working hours. A meal break shall not be regarded as affecting contiguity.
- 64:08** At the employee's option, overtime shall be compensated by paying the employee for all time worked at the applicable rate or by granting the employee equivalent time off in lieu thereof.
- 64:09** All time off in lieu thereof shall be granted at a time mutually agreeable to the employee and the Employer.
- 64:10** Where an employee has chosen to receive time off in lieu, arrangements in respect thereof shall be completed to the mutual satisfaction of the employee and the Employer within sixty (60) calendar days following the end of the bi-weekly pay period in which the overtime was worked. Where mutual agreement has not been reached within this sixty (60) day period, the employee shall receive payment based on the rate at which he was being paid when the overtime was worked.
- 64:11** Notwithstanding the foregoing provisions, part-time employees will only be entitled to overtime compensation when they are required to work beyond the daily or weekly hours of work as prescribed in Article 63 - Hours of Work.

Article 65 Court Leave

- 65:01** An employee who is summoned for jury duty or who receives a summons or subpoena to appear as a witness in a court proceeding, other than a court proceeding occasioned by the employee's private affairs, shall be granted a leave of absence with pay for the required period of absence and all jury or witness fees received by the employee shall be remitted to the Employer.

Article 66 Deferred Salary Leave Plan

- 66:01** The terms and conditions of the Deferred Salary Leave Plan (DSLPL) will apply to all employees. Employees may apply to the Employer to elect to defer salary to be paid during a period of leave of absence, in accordance with the provisions outlined in the DSLP.
- 66:02** The implementation of the DSLP will become effective the first bi-weekly pay period following the date of notice of a positive tax ruling from Human Resource Development Canada.

Article 67 Work at Home

- 67:01** Work at home arrangements shall be voluntary and may be terminated by either party with thirty (30) days notice.
- 67:02** The Employer shall supply the necessary equipment and supplies to employees working at home and shall be responsible for the insurance and maintenance costs of such equipment.
- 67:03** Working at home shall not affect the employment status of any employee. A person who would not otherwise be an employee will not become one because they are performing work from an off-site location. Similarly, it will not prevent a person from remaining or becoming an employee if they otherwise would be an employee.
- 67:04** All provisions of the Agreement apply to work at home arrangements except as otherwise agreed by the parties to the Collective Agreement.
- 67:05** Work at home arrangements refer to work performed at an employee's home during regular work hours. The provisions of this Article refer to long term arrangements only.
- 67:06** The Employer reserves the right to attend at the employee's home with reasonable notice to inspect and repair the Employer's equipment as necessary.
- 67:07** A joint committee will be established to review specific work at home issues not covered by these provisions.

Article 68 Military Leave

- 68:01** Military leave of absence without pay may be granted to any employee who is inducted or who enlists in lieu of induction in any branch of the Canadian Armed Forces. Military leave may be granted for the purpose of fulfilling commitments to any reserve component of the Canadian Armed Forces. Where possible, reasonable notice shall be provided to the Employer. Upon return from such leave, the employee shall be placed at the same step on the salary schedule that he/she would have been had he/she worked in the College during such period.

Article 69 Professional Fees

- 69:01** Effective January 1, 2011 the Employer shall provide **seventy-five percent (75%), (formerly 50%)**, reimbursement for professional licensing and professional fees to those employees who are required to maintain such designations as a condition of employment.

Article 70 Job Classification Plan

- 70:01** The Employer shall maintain a point related job classification system which will be used to evaluate all non-instructional positions in the bargaining unit. The weighted total for a position determines which pay band a position will be assigned to. Changes to the point rated job classification system currently in use shall be made in consultation with the Union.
- 70:02** The parties shall establish a Joint Job Evaluation Committee (JJEC) which will evaluate all non-instructional positions. Where the JJEC is unable to make a determination the parties shall refer the matter to a Classification Appeal Arbitrator in accordance with Article 48.
- 70:03** An employee who is of the opinion that the employee's position is improperly classified may submit a request for position review to Human Resource Services by the JJEC.
- 70:04** Where the employee considers the decision of the JJEC to be unsatisfactory, the employee may, within twenty (20)

working days of receipt of notice, appeal to the Director of Human Resources Services for a determination by a Classification Appeal Arbitrator(s) in accordance with Article 48. The Classification Appeal Arbitrator(s) shall be an individual or individuals who are qualified to deal with classification. The decision of the Classification Appeal Arbitrator(s) shall be binding.

- 70:05 (a) Where there is a requirement to pay a position at a higher rate of pay than what is provided for in the pay band, the parties agree to negotiate a market supplement. New supplements or changes to amounts of supplements will be managed through Collective Bargaining or with ninety (90) days notice by either party to negotiate a supplement. Any resulting changes or new supplements will be subject to the mutual agreement of the parties.
- (b) Market Supplements will be paid on a time limited basis for up to a maximum of five (5) years, unless otherwise mutually agreed between the parties.

The following representatives of the parties have signed this Agreement on behalf of Red River College and the Manitoba Government and General Employees' Union on this 13 day of September, 2010



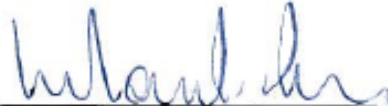
Red River College



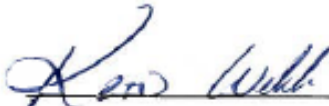
Manitoba Government and General Employees' Union



Red River College



Manitoba Government and General Employees' Union



Red River College



Manitoba Government and General Employees' Union



Red River College



Manitoba Government and General Employees' Union

Appendix “A”
Exclusions from the Terms of the Agreement

The bargaining unit shall comprise all employees as defined in this Agreement except those employees in positions mutually agreed to between the parties as managerial and/or confidential exclusions.

Guidelines to be considered in negotiating exclusions shall be:

1. Positions and incumbents employed for the primary purpose of exercising executive management functions;
2. Positions and incumbents employed in a confidential capacity in matters relating to labour relations.

The exclusions of incumbents of new positions established by the College shall be determined by mutual agreement unless the position is excluded from the Agreement by a ruling of the Manitoba Labour Board.

Positions Excluded From the Agreement:

President	Dean, School of Health Sciences and Community Services
Vice-President Academic & Research	Dean, School of Indigenous Education
Vice-President Business Development	Dean, School of Learning Innovation
Vice-President Finance & Administration	Dean, School of Transportation, Aviation and Manufacturing
Vice President Student Services & Planning	Dean, Student Services
Associate Vice-President Facilities & Campus Services	Manager, Human Resource Services
Controller	Manager, Human Resource Systems
Director, Applied Research & Commercialization	Manager, Security Services
Director, Campus Services	Manager, Staff Learning and Development
Director, College Relations	Corporate Counsel
Director, Building Systems & Maintenance	Human Resources Coordinator
Director, Design, Planning & Construction	Human Resource Officers (4)
Director, Human Resource Services	Supervisor IT Security
Director, Information Technology Solutions	Executive Assistant to the President
Director, International Education (1)	Executive Assistant to the Board of Governors
Director, Research & Planning	Budget Coordinator
Dean, School of Business & Applied Arts	Administrative Assistant to the Director, Human Resource Services
Dean, School of Continuing & Distance Education	Administrative Assistant to the Manager of Human Resource Services (1)
Dean, School of Construction & Engineering Technologies	Registrar (1)
	Respectful College Officer

Appendix “B”

Remoteness Allowance

- 1:01** Remoteness Allowances shall be paid to employees subject to the eligibility criteria and conditions laid down in this Appendix.
- 1:02** Eligibility Claim: A notarized eligibility claim, in a standard format to be determined by the Employer in accordance with the provisions of this Appendix for the payment of dependent’s or single rate of allowances shall be submitted to the Employer when first requesting the allowance, and renewed not less frequently than annually thereafter, normally prior to the fiscal year or where any change in dependents claimed arises.
- 1:03** Single or Dependent’s Allowance: Subject to Section :05, the single allowance will be paid to employees that have established a residence and maintain a home in a location designated as a remote location and who are eligible for the payment of a remoteness allowance. Claims for dependent’s allowance will be subject to sections 1:04 and 1:05 and to the following criteria and conditions:
- The employee shall be supporting one or more dependents where a dependent includes:
- A marital partner living with and dependent on the employee for main and continuing support;
 - An unmarried child under 18 years of age;
 - An unmarried child over 18 years but under 21 years if in full-time attendance at school or university or similar educational institution;

- An unmarried child of any age if physically or mentally incapable, provided such a child is dependent on the employee for support.
- 1:04** There is a presumption of marriage evidenced by co-habitation. If a marriage contract is not in existence, a common-law arrangement between the marital partners must have been in existence for at least one year prior to the application for dependent's rate.
- 1:05** Where both marital partners are employees of the College, department, board, agency or commission of the Government of Manitoba to which remoteness allowances apply, but subject to Section :06 that follows, the dependent rate shall be paid to one partner only and the other partner will not receive either the dependent or single rate of remoteness allowance. Such remoteness allowance will be pro-rated as per Section :09 for part-time employees.
- 1:06** Where both marital partners are employees of the Government of Manitoba in any department, board, agency or commission or College to which this Agreement or the Civil Service Regulations covering remoteness allowances apply, the dependent rate will be paid to the permanent employee, if the other partner is temporary or departmental, or the first employee to be hired on a permanent basis, otherwise to the first employee hired. Where specially requested by both employees in writing, the dependent's rate may be divided and equal amounts (to the nearest cent) paid to each employee. Such remoteness allowance will be pro-rated as per Section :09 for part-time employees.
- 1:07** Locations and Residence: The remoteness allowance applicable to the location at which the employee has established his or her residence and maintains a family home is normally that which

prevails; since the residence would be within normal daily travel distance to the employee's headquarters. Where there is doubt as to whether the employee's residence is established in relation to his or her headquarters the location for remoteness allowance shall be determined by the Employer.

Where there is no community in relation to which the employee has a residence, for which an allowance can be established, the nearest community to the designated employee's workplace shall be considered to be the location for the allowance.

- 1:08** Hourly Rated Personnel and Employees Hired on an "If, As and When" Basis Part-time Employees: Remoteness allowances are to be determined separately from hourly wage rates. Except for employees hired on an "if, as and when" basis, for part-time employees, remoteness allowances are to be considered on a daily basis, i.e. one-tenth ($\frac{1}{10}$) of the bi-weekly rate, up to the maximum amount for the bi-weekly period for the following conditions:
- (a) For each day the employee is at work irrespective of the number of hours worked provided the employee worked one-half ($\frac{1}{2}$) or greater of the normal working hours, i.e. seven and one-quarter ($7\frac{1}{4}$) or eight (8) hours in any one day, or
 - (b) For each day that the employee is recognized as being on "stand by." In order to qualify for the daily rate, an employee hired on an "if, as, and when" basis is required to work one-half ($\frac{1}{2}$) or greater of the normal working hours, i.e. seven and one-quarter ($7\frac{1}{4}$) or eight (8) hours in any one (1) day.
- 1:09** Part-time employees: Section :08 will apply to all part-time employees on staff as of the date of signing of this Agreement. For all other part-time employees, remoteness allowances will be

pro-rated based on the number of hours an employee works.

Example: if an employee works fifty percent (50%) of the hours of a full-time employee, the employee will receive fifty percent (50%) of the remoteness allowance.

- 1:10** Limitations: The remoteness allowances for the various communities, for single or dependent's as indicated, represent a maximum bi-weekly allowance relative to paid employment. They are payable during paid holidays and vacations taken during continued employment, during authorized paid sickness leave during continued employment, and as limited in Section :08 above for hourly-rated employees. They are not payable during periods of absence without pay. They are not included as part of regular earnings.
- 1:11** Rates: The bi-weekly remoteness allowances relative to each location at single and dependent's rate are shown in Section :16 hereto. Communities in an eligible area for which no allowance has been established may be added to the list by mutual agreement of the parties.
- 1:12** Geographic Eligibility: No location will be included for remoteness allowance that is two-hundred fifty (250) kilometres or less from the center of the metropolitan area of the City of Winnipeg or the City of Brandon, unless that location is a distance of sixty-five (65) kilometres or more by the most direct road to a Provincial Trunk Highway or paved Provincial Road, and the aggregate distance to the highway or paved road and thence to Winnipeg or Brandon totals two-hundred (200) or more kilometres. No location having road access and situated south of the 53rd parallel of latitude will be included unless the criterion concerning off-highway access was met.

1:13 Bunk-houses or Similar Accommodations

- (a) In areas where a remoteness allowance has been established, or can be established in relation to a specific community, where employees are provided with living quarters but are not provided board, such employees shall receive twenty-five percent (25%) of the remoteness allowance applicable to that community. In lieu of the twenty-five percent (25%) of the remoteness allowance, employees in the listed locations will receive the following:

	<u>Effective</u> <u>Date of Signing</u>	<u>Effective</u> <u>June 16, 2012</u>	<u>Effective</u> <u>June 30, 2012</u>
Bisset	\$25.77	\$26.52	\$27.29
God's Lake Narrows	\$54.92	\$56.51	\$58.15
Island Lake	\$53.05	\$54.59	\$56.17
Norway House	\$45.74	\$47.07	\$48.43

- (b) Where such employees are to be stationed under such conditions in a remote location on a semi-permanent basis (i.e. for a period of three [3] months or more), they shall receive in addition twenty-five percent (25%) of the remoteness allowance applicable to that community.
- (c) The rates shall be based on the community closest to the location where accommodation is supplied.
- (d) Employees stationed in a remote area who are provided with room and board shall not receive any form of living or remoteness allowance.

1:14 No Duplication of Allowance by Reason of Retroactivity: Any person hitherto entitled to receive an allowance under provisions replaced hereby, in respect of the period during which those provisions were in force and effect, shall be entitled to receive

hereunder only the difference, if any, between what the employee was entitled to receive under those provisions and what the employee is entitled to receive hereunder.

- 1:15** A full-time employee eligible for remoteness allowance as provided in this Appendix, shall be eligible, in each fiscal year to receive up to a maximum of two (2) days travel time without loss of regular pay.

1:16 Bi-weekly Remoteness Allowances

* **The Parties agree to increase the remoteness allowance by the negotiated General Pay Increase in each year of the new Collective Agreement.**

LOCATION	DATE OF SIGNING		June 16, 2012		June 30, 2012	
	Dependent	Single	Dependent	Single	Dependent	Single
Berens River	252.09	144.54	259.40	148.73	266.92	153.04
Bissett1	167.22	98.25	172.07	101.10	177.06	104.03
Bloodvein River	255.85	146.95	263.27	151.21	270.90	155.60
Brochet	301.12	173.39	309.85	178.42	318.84	183.59
Churchill	243.42	147.70	250.48	151.98	257.74	156.39
Cormorant	142.13	90.63	146.25	93.26	150.49	95.96
Cranberry Portage	121.78	76.74	125.31	78.97	128.94	81.26
Crane River	150.03	109.02	154.38	112.18	158.86	115.43
Cross Lake	271.03	156.69	278.89	161.23	286.98	165.91
Dauphin River (Anama Bay)	168.14	119.31	173.02	122.77	178.04	126.33
Easterville	124.35	78.49	127.96	80.77	131.67	83.11
Flin Flon	105.38	65.55	108.44	67.45	111.58	69.41
Gillam	216.55	131.03	222.83	134.83	229.29	138.74
God's Lake Narrows	298.67	171.71	307.33	176.69	316.24	181.81
God's River	302.54	174.34	311.31	179.40	320.34	184.60
Grand Rapids	120.89	74.72	124.40	76.89	128.01	79.12
Ilford	323.53	185.21	332.91	190.58	342.56	196.11
Island Lake/Garden Hill	278.26	158.96	286.33	163.57	294.63	168.31
JenPeg	197.62	118.13	203.35	121.56	209.25	125.09
Lac Brochet	328.15	188.23	337.67	193.69	347.46	199.31
Leaf Rapids	167.16	103.74	172.01	106.75	177.00	109.85
Little Grand Rapids	268.18	152.08	275.96	156.49	283.96	161.03
Lynn Lake	172.62	104.52	177.63	107.55	182.78	110.67
Manitogotagan	167.22	98.88	172.07	101.75	177.06	104.70
Matheson Island	170.51	121.41	175.45	124.93	180.54	128.55
Moose Lake	180.53	111.60	185.77	114.84	191.16	118.17
Negginan/Poplar River	256.32	147.41	263.75	151.68	271.40	156.08
Nelson House	184.55	112.69	189.90	115.96	195.41	119.32
Norway House	241.10	137.84	248.09	141.84	255.28	145.95
Oxford House	292.98	167.61	301.48	172.47	310.22	177.47
Pikwitonie	236.35	141.55	243.20	145.65	250.25	149.87
Pukatawagan	194.77	119.63	200.42	123.10	206.23	126.67
Red Sucker Lake	297.13	170.43	305.75	175.37	314.62	180.46
St. Therese Point	278.26	158.96	286.33	163.57	294.63	168.31
Shamattawa	317.99	184.64	327.21	189.99	336.70	195.50
Sherridon	192.47	118.07	198.05	121.49	203.79	125.01
Snow Lake	144.61	89.88	148.80	92.49	153.12	95.17
Southern Indian Lake	306.27	176.65	315.15	181.77	324.29	187.04
Split Lake	318.65	181.88	327.89	187.15	337.40	192.58
Tadoule Lake	333.20	191.79	342.86	197.35	352.80	203.07
The Pas	98.90	60.43	101.77	62.18	104.72	63.98
Thicket Portage	235.85	141.19	242.69	145.28	249.73	149.49
Thompson	157.46	110.60	162.03	113.81	166.73	117.11
Wabowden	202.09	137.90	207.95	141.90	213.98	146.02
Waterhen	124.85	78.07	128.47	80.33	132.20	82.66
York Landing	321.43	187.23	330.75	192.66	340.34	198.25

Appendix “C”
Application of Benefits to Part-time Employees

Definitions

- 1:01** “Part-time Employee” means an employee who normally works less than the full normal daily, weekly or monthly hours of work, as the case may be, and whose work follows an ongoing, predetermined schedule of work on a regular and recurring basis.
- 1:02** “Casual Employee” means an employee who normally works less than the full normal daily, weekly or monthly hours of work, as the case may be, and whose work is irregular, or non-recurring or does not follow an ongoing predetermined schedule of work on a regular and recurring basis.
- 1:03** “Accumulated Service” means the equivalent length of service acquired by an employee by virtue of his or her employment; e.g. for an employee in an eight (8) hour per day classification: (The figures for seven and one-quarter [7¼] hour per day classifications are shown in brackets.)
- 8 (7¼) hours work equals one day of accumulated service;
40 (36¼) hours work equals one week of accumulated service;
80 (72½) hours work equals one bi-weekly pay period of accumulated service;
168 (152¼) hours work equals one month of accumulated service;
2016 (1827) hours work equals one year of accumulated service.
- (a) For purposes of accumulated service, overtime hours are not included.

(b) Accumulated service must be continuous service, i.e. there must have been no break in service involving termination of the employee.

1:04 “Calendar Service” is based on continuous service with the Employer. i.e. one (1) year of continuous employment equals one (1) year of calendar service.

Application

2:01 The Agreement applies to part-time employees effective the first of the bi-weekly pay period following the attainment of 336 (304½) hours of accumulated service

2:02 This Appendix does not apply to casual employees.

2:03 The Employer will determine whether an employee is part-time or casual in accordance with Sections :01 and :02. The parties agree to meet in an effort to resolve any problems which may occur as to whether an employee is part-time or casual. The matter may be referred to Labour/Management Committee for resolution.

Conversions

3:01 A part-time employee who is converted to casual is no longer covered by the Agreement effective the date of the employee’s conversion.

3:02 A casual employee who is converted to part-time status must complete the service requirement set out in Section 2:01 of this Appendix but receives no credit for calendar or accumulated service as a casual employee.

3:03 Where a part-time employee who has been covered by the Agreement has been converted to casual employment and is subsequently reconverted to part-time employment with no break

in service, the period of casual employment shall be treated as a period of leave of absence. While this does not affect the continuity of employment, the period of casual employment does not count as calendar or accumulated service for purposes of benefit determination.

General Principles

- 4:01** Where a benefit is to be pro-rated for a part-time employee it will be calculated so that if two (2) part-time employees were sharing a full-time position the total cost to the Employer of that benefit is no greater than the cost of having the position filled by a full-time employee.
- 4:02** The factor used in pro-rating a benefit shall be determined by totalling the number of regularly scheduled hours the employee has worked in the preceding eight (8) weeks and dividing by 320 (290); i.e. 8 hours x 8 weeks x 5 days.

$$\text{Pro rating factor} = \frac{\text{number of regularly scheduled hours the employee worked in the preceding eight weeks}}{320 (290)}$$

Benefits

- 5:01** Part-time employees will only be eligible for the benefits specifically identified in this Section.
- 5:02** Holidays
- (a) An employee will be eligible for pay for a holiday on which the employee does not work provided the employee:
- (i) did not fail to report for work after having been scheduled to work on the day of the holiday; and

- (ii) has not absented him or herself from work without the consent of the Employer on his or her regular working day immediately preceding or following the holiday unless the employee's absence is by reason of established illness.
- (b) Where an employee is eligible for holiday pay or time in lieu the employee shall receive an amount calculated by multiplying the regular daily working hours for the employee's classification times the pro rating factor.
- (c) Where the Employer requires an employee to work a full shift (i.e. seven and one-quarter [$7\frac{1}{4}$] or eight [8] hours) as a regular work day on December 24th when that day falls on Monday through Friday inclusive, such employee shall be entitled to one-half ($\frac{1}{2}$) day of compensatory leave with pay to a maximum of four (4) hours.

5:03 Vacation

- (a) Twenty-one (21) days of accumulated service equals one vacation credit. (i.e. $1\frac{1}{4}$, $1\frac{2}{3}$, $2\frac{1}{12}$, or $2\frac{1}{2}$ days)
- (b) An employee begins accumulating service on the first day of the month following the date of appointment unless the employee has been appointed on the first of a month.
- (c) Long service vacation eligibility is based on calendar service.

5:04 Sick Leave

- (a) Ten (10) days of accumulated service equals one sick leave credit (i.e. $\frac{1}{2}$ or 1 day).
- (b) An employee starts accumulating service on the bi-weekly pay period following the date of appointment unless the employee has been appointed on the first day of a bi-weekly pay period.

- (c) Calendar Service is used to determine eligibility for receiving sick leave credits at a higher rate (i.e. one (1) day per bi-weekly pay period rather than one-half (1/2) day per bi-weekly pay period).

5:05 Compassionate Leave, Paternity Leave, Adoptive Parent Leave, Family Related Leave, Court Leave

- (a) These types of paid leave will be pro-rated by multiplying the number of days the employee would qualify for by the pro rating factor.
- (b) In the case of Adoptive Parent Leave and parental leave without pay, an employee is eligible for the full calendar time benefit, i.e. seventeen (17) weeks.

5:06 Maternity Leave

- (a) Part-time employees are eligible for maternity leave Plans A and B as set out in this Agreement.
- (b) To qualify for maternity leave, calendar service is used, i.e. seven (7) months.
- (c) An employee who qualifies is eligible for the full calendar time leave provided under the Agreement, i.e. twenty (20) weeks.
- (d) The application of ten (10) days sick leave towards the Employment Insurance waiting period will be calculated by multiplying the number of days accumulated sick leave the employee has (up to ten [10] days) by the pro rating factor.

5:07 Workers Compensation

An employee who is eligible for Workers Compensation may use accumulated sick leave to supplement Workers Compensation in accordance with Article 28 - Workers Compensation.

5:08 Bridging of Service

Calendar service shall be the basis for determining eligibility for this benefit, i.e. four (4) years.

5:09 Severance Pay

Accumulated service is the basis for meeting the minimum service requirement in accordance with Article 24 - Severance Pay of the Agreement, and for the calculation of severance pay e.g. ten and one-half (10½) years accumulated service multiplied by one (1) week's pay equals ten and one-half (10½) weeks of severance pay.

5:10 Remoteness Allowance

Refer to the Agreement Appendix B Section 1:09.

5:11 Notice of Layoff, Resignation or Termination

- (a) The period of notice required to be given by the employee or the Employer is the same as that applicable to full-time employees.
- (b) Pay in lieu of notice shall be calculated by multiplying the number of weeks notice by the pro rating factor.

5:12 Merit Increases

Eligibility for merit increases will be based on calendar service provided the employee has received pay for at least 416 (377) hours exclusive of overtime.

5:13 Overtime

- (a) Daily overtime is only payable when the employee has worked beyond the normal daily hours for that classification, i.e. 8 (or 7¼) hours.
- (b) Overtime on a day of rest is only payable when an employee has worked at least five (5) days in a week, i.e. a part-time employee only has two (2) days of rest per week.

- (c) Certain shift configurations may require working more than five (5) days per week without payment of overtime.

5:14 Probation

- (a) The period of probation is based on calendar service.
- (b) Notwithstanding any provision of the Agreement, this period may be extended by the Employer for any reason provided twelve (12) months probation is not exceeded.

5:15 Seniority

Seniority is based on accumulated service.

5:16 Layoff

Accumulated service is used for purposes of layoff.

5:17 Flex Benefit Plan

- (a) For the purposes of eligibility determination, accumulated hours are used.
 - (i) A regular employee is eligible to participate in the Flex Benefit Plan immediately.
 - (ii) A term employee requires 2080 (1885) hours.

5:18 Christmas Break

Where an employee is eligible for time off with pay during that period between Boxing Day and New Year's Day designated by the Employer as Christmas Break, or time off in lieu, the employee shall receive an amount calculated by multiplying the regular daily working hours for the employee's classification times the pro rating factor.

Appendix “D”

Casual Employees

1:01 The only provisions of the Agreement which apply to Casual employees who have attained service requirements stipulated in Article 4:01 (b) of Article 4 - Application of Agreement are as follows:

Article 1 - Interpretation

Article 4 - Application

Article 7 - No Discrimination

Article 8 - Management Rights

Article 10 - Retroactive Wages

Article 14 - Conduct of Employees

Article 18 - Disciplinary Action

Article 25 - Holidays

- Provisions respecting 1½x for time worked on the listed holidays only
- All other provisions in accordance with The Employment Standards Act.

Article 36 - Loss of or Damage to Personal Effects

Article 41 - Uniforms and Protective Clothing

- Sections :01, :02 and :07 only

Article 44 - Union Security

Article 47 - Grievance Procedure - limited to the provisions of this Article

Article 48 - Arbitration Procedure - limited to the provisions of this Article

Article 50 - Harassment

Article 51 - Civil Liability

Article 52 - Employees Files

Article 57 - Shift Premium

Article 62 - Weekend Premium

1:02 Overtime

- (a) Daily overtime is only payable when the employee has worked beyond the normal daily hours for that classification, i.e. eight (8) or seven and one-quarter (7¼) hours;
- (b) Overtime on a day of rest is only payable when an employee has worked at least five (5) days in a week, i.e. a casual employee only has two (2) days of rest per week;
- (c) Certain shift configurations may require working more than five (5) days per week without payment of overtime.

1:03 There is no obligation for the Employer to offer work to a casual employee or for a casual employee to accept work that is offered.

1:04 A casual employee who has not worked for a period of forty-five (45) calendar days may be terminated at the sole discretion of the Employer. If an employee who has been terminated in accordance with this Section is rehired as a casual employee within twelve (12) months, the employee will receive credit for the employee's previous casual service for purposes of the application of Section 4:01 (b) of Article 4 - Application of Agreement.

1:05 A casual employee who is working in a second job with the Employer must meet the requirements of Section :01 (b) of Article 4 - Application of Agreement with respect to accumulated service in the second job. The same requirements will also apply to any subsequent jobs.

1:06 The rate of pay shall not be less than the lowest rate of pay set out in the appropriate classification and salary schedule of the Agreement except as may be provided in a separate Memorandum of Agreement between the parties.

Appendix “E”
Privately-Owned Vehicles

1:01 Privately-Owned Vehicles

No college employee is required to provide a personal vehicle as a condition of employment.

1:02 Reimbursement Rates

An allowance for the use of a privately-owned vehicle, for travel on College business, when authorized by the Employer, shall be paid in accordance with the location of the employee’s residence as follows:

	For Employees Resident	
	South of 53	North of 53
(a) Effective July 1, 2010:	\$0.41/km	\$0.47/km
(b) The use of a privately owned motorcycle, when authorized by the Employer:	\$0.20/km	\$0.23/km

1:03 The above allowance covers all costs relative to the operation of the vehicle except bridge, ferry or highway tolls and parking, as authorized, which may be claimed as incurred.

1:04 Residence to Work Location

Transportation of an employee between his or her residence and headquarters may not be claimed except where the employee has been called back to return to work:

- (a) Outside of his or her normal hours on his or her regular working day or shift; or
- (b) On the employee’s day of rest.

1:05 Special Areas

- (a) When authorized by the Employer, the use of a privately-owned vehicle for travel on College business in the vicinity of towns which are in those areas covered by remoteness allowances and which also do not have road access to a provincial trunk highway, will be paid for at the following rates:

Effective July 1, 2010: \$20.95/day plus 0.26/km

- (b) Where this rate has been authorized, it will be in lieu of the normal rate for use of privately-owned vehicles for travel on College business.

- 1:06** The official rates throughout this Article are those expressed in kilometres and cents per kilometre (¢/km). An employee converting mileage to kilometres for the purpose of filing a claim should multiply the total number of miles at the end of the month or expense claim period by 1.6. The resultant figure should be rounded to the nearest kilometre.

Privately Owned Vehicles - Business Insurance

- 2:01** Employees shall be reimbursed for the additional cost of Business Rate insurance above that required for the All Purpose rate, or Pleasure Use rate for a truck, when use of the vehicle will exceed 1,609 kilometres on the Employer's business in the insurance year.

Increases to Rates

- 3:01** The parties agree as follows:
1. Effective the first day of the first full pay period following date of ratification increase the rates based on the average

percent increase in the Private Transportation Component of the Manitoba Consumer Price Index from **July 2008 to June 2009**.

2. **Thereafter the rates shall increase July 1st each year based on the average percent increase in the Private Transportation Component of the Manitoba Consumer Price Index year over year.**

The Total Percentage Increase will be divided by twelve (12) to determine the Average Percentage Increase. This figure will be rounded to one (1) decimal place and used to calculate new rates for the applicable sections.

Appendix “F”
Meals and Miscellaneous Expenses

Meals - Eligibility for Claims

- 1:01** Breakfast - An employee is expected to have had breakfast before the start of the day’s work, even though some travel may be necessary before the recognized starting time. Exceptions occur to this pattern and cost of breakfast may be claimed when:
- (a) The employee is in travel status; or
 - (b) The employee has been traveling for more than one (1) hour on College business before the recognized time for the start of the employee’s day’s work.
- 1:02** Luncheon - An employee is expected to make arrangements to provide or purchase luncheon, or the mid-day or mid-shift meal. For many employees, either because of lack of facilities in the area of work or for general convenience or economy, luncheon is carried to work rather than purchased. Exceptions to this pattern, when cost of luncheon may be claimed, occur when:
- (a) The employee is in travel status; or
 - (b) The employee is away from his or her normal place of work and outside the headquarter area which would cause the employee to disrupt his or her normal mid-day or mid-shift meal arrangements.

The inability of the employee to return to his or her home or residence does not constitute grounds for claim for the cost of a purchased meal.

1:03 Dinner - An employee may only claim for the cost of a dinner meal when:

- (a) The employee is in travel status; or
- (b) The employee has been traveling on College business and not expected to arrive back to the employee's residence before 7:30 p.m. were a meal break not taken.

Any extension of working hours at the normal place of work is covered under Section 3 - Meal Allowances During Overtime Work. No other meal claims except as provided in this Appendix shall be paid.

Meal Expenses - Travel Within the Province

2:01 An employee who is eligible may claim the actual cost of purchased meals up to the following maximum amounts:

	Individual Meals			
	<u>Breakfast</u>	<u>Lunch</u>	<u>Supper</u>	<u>Per Diem</u>
(a) In areas covered by remoteness allowance				
Effective July 1, 2010:	\$8.15	\$10.35	\$18.25	\$36.75
(b) In all other areas				
Effective July 1, 2010:	\$7.60	\$9.80	\$17.40	\$34.80

2:02 For each full day in travel status an eligible employee may claim a Per Diem Allowance in lieu of individual meal claims to cover the cost of purchased meals.

2:03 Where no overnight accommodation is involved only the appropriate individual expenses under Section :01 may be claimed.

- 2:04** Actual meal expenses exceeding the above maximum may be claimed if supported by a receipt up to a maximum of \$50.00 per day including gratuities and taxes.

Meal Allowances During Overtime Work

3:01 Extension of Working Day

Where an employee's working date has been extended beyond the standard working day or shift at the normal place of work by either:

- (a) At least two (2) hours, exclusive of a dinner or supper break, a meal allowance shall be paid at **\$5.00** per day effective **date of ratification**;
- (b) At least three and a half (3½) hours, exclusive of a dinner or supper break, an allowance equivalent to that payable for "Lunch" in the appropriate areas as shown in Section 2 - Meal Expenses - Travel Within the Province, shall be paid."

- 3:02** To qualify for the above, employees in the category of office personnel and instructors must have been at work for a total (exclusive of lunch or dinner/supper periods) of not less than:

- (a) Nine and one-quarter (9¼) hours; or
- (b) Ten and three-quarters (10¾) hours;

as applicable, on the day for which the allowance is claimed.

- 3:03** An employee in travel status is not entitled to either of the above allowances.

3:04 Special Emergencies

Where special circumstances arise (e.g. flood control, fire duties, etc.) and an employee is required to work extended hours in connection with that emergency, with the approval of the Employer, the employee may claim the cost of purchased meals

appropriate to the period worked, as provided for under Section 2
- Meals Expenses - Travel Within The Province.

Incidentals Allowance

- 4:01** An employee who is in travel status may claim an incidentals allowance for each night of:
- (a) Commercial accommodation - effective date of **ratification, \$5.00.**
- 4:02** The incidentals allowance covers reimbursement for all incidental expenses except as provided in Section 5 - Miscellaneous Expenses During Travel.

Miscellaneous Expenses During Travel

- 5:01** Gratuities
No gratuities may be claimed. Allowance is made for these in either the individual meal allowances, the per diem allowances, or as part of the claim for meals during travel outside the province.
- 5:02** Laundry
- (a) Laundry charges must be supported by receipts and may only be claimed where the employee is traveling on College business and overnight away-from-home accommodation is involved for a period in excess of four consecutive nights.
- (b) No claim may be made where special reimbursement arrangements have been made, such as a weekly or monthly allowance for living costs.
- 5:03** Parking
- (a) An employee may claim parking expenses as follows:
- (i) Short-term parking, when an employee is away from his or her workplace;

(ii) Overnight parking where it is not provided with accommodation.

(b) Parking at an airport or other transportation terminal will only be allowed where the parking cost and the transportation costs to and from the terminal are less than the normal allowable transportation costs (i.e. limousine, taxi or bus, as available).

5:04 Telephone and Telegram

(a) Charges for telephone calls and telegrams necessary for business purposes may only be claimed when they are supported by a listing of the person telephoned or telegraphed and the city or town involved.

(b) An employee is entitled to claim the cost of long distance telephone calls up to a maximum of four dollars and fifty cents (\$4.50) for each period-of three (3) consecutive nights that the employee is away from his or her residence on College business and overnight accommodation is involved.

Travel Status - Return Home Over A Weekend

6:01 Provided that work schedules permit, an employee in travel status may return home over a weekend and shall be reimbursed travel expenses in an amount not exceeding the cost of maintaining the employee in travel status over the weekend.

6:02 If travel is by College vehicle this cost should be evaluated at the per kilometre rate applicable for personal distance traveled for that class of vehicle.

Accommodations

- 7:01** Employees traveling on College business are entitled to standard hotel room accommodation with a bath when available.
- 7:02** The type, standard and cost of accommodation, and the period for which such costs may be allowed shall, in the opinion of the Employer, be reasonable considering all relevant circumstances.
- 7:03** No accommodation expenses are claimable when the College provides a caboose, trailer or other suitable accommodation.
- 7:04** **An employee choosing to stay in private accommodation while in travel status shall be provided with a private accommodation allowance of seventy-five dollars (\$75.00) per day.**

Definitions

- 8:01** “Travel Status”
Absence of the employee from his or her headquarters area on College business involving travel and accommodation with the approval of the Employer.
- 8:02** “Headquarters Area”
A metropolitan or urban area of not less than twenty-four (24) kilometres (15 miles) in diameter;

A patrol area or territory of comparable size to a metropolitan area;

In all other cases:

An area twenty-four (24) kilometres (15 miles) around the employee’s headquarters.

8:03 “Employee’s Headquarters”

The workplace where the employee is normally stationed or required to use as his or her base of operations on a continuing basis in relation to which the employee has established a residence.

Increases to Rates

9:01 The parties agree as follows:

- 1. Effective the first day of the first full pay period following date of ratification increase the rates based on the average percent increase in the Food Purchased from Restaurants Component of the Manitoba Consumer Price Index from July 2008 to June 2009.**
- 2. Thereafter the rates shall increase July 1st each year based on the average percent increase in the Food Purchased from Restaurants Component of the Manitoba Consumer Price Index year over year.**

Total Percentage Increase divided by twelve (12) equals the Average Percentage Increase. The Average Percentage Increase rounded to one (1) decimal place will be applied to each rate and rounded to the nearest five cents (0.05). Per Diems represent the total of the individual meal rates.

Appendix “G”

Flexible Hours Guidelines

Red River College and the Manitoba Government and General Employees’ Union agree that a division or branch within the College may, subject to the approval of the Employer, determine the most suitable arrangements of hours of work for office employees in accordance with the following guidelines:

1. The office must remain open during the hours 8:30 a.m. to 4:30 p.m. with an extension to 5:00 p.m. where it is deemed necessary to provide service to the public.
2. Variations in employees’ hours of work may occur as a result of staggered starting or finishing times or an alteration in the time allowed for lunch.
3. The earliest starting time is 7:30 a.m., the latest finishing time is 6:00 p.m. and the minimum allowable lunch period is forty-five (45) minutes.
4. Varied starting or finishing times must comprise a minimum of thirty (30) minutes prior to or after established office hours.
5. Service to the public must not be downgraded by the change in hours.
6. Employees must work seven and one-quarter ($7\frac{1}{4}$) hours per work day and thirty-six and one-quarter ($36\frac{1}{4}$) hours per week exclusive of lunch periods.
7. All employees must be present at work during a core period of 10:00 a.m. to 3:00 p.m., less lunch periods.
8. The normal work week continues to be Monday to Friday inclusive.

Appendix “H” Flex Benefit Plan

	Option 1	Option 2	Option 3	Option 4	Option 5
Ambulance/ Hospital	100% Ambulance/ Semi-Private Hospital	100% Ambulance/ Semi-Private Hospital	100% Ambulance/ Semi-Private Hospital	100% Ambulance/ Semi-Private Hospital	100% Ambulance/ Semi-Private Hospital
Drugs	80% \$650 FT/\$325 PT annual max	80% \$650 FT/\$325 PT annual max	No coverage	50% Dispensing fee deductible Maximum up to Pharmacare Deductible	90% \$4 deductible per script Maximum up to Pharmacare Deductible
Health	No coverage	80% \$100/yr max Athletic Therapy \$350/yr max other Paramedical \$3,000 Private Duty Nursing No Hearing Aid coverage	No coverage	50% \$350/yr max Paramedical No Massage \$5,000 Private Duty Nursing Hearing Aids \$500/5 yrs	90% \$450/yr max Paramedical \$10,000 Private Duty Nursing Hearing Aids \$750/5 yrs
Dental	80% Basic 60% Major 50% Ortho \$1,475 FT/\$738 PT /yr max for Basic/Major \$1,675 FT/\$838 PT max Ortho Current Fee Guide	80% Basic 60% Major 50% Ortho \$1,475 FT/\$738 PT /yr max for Basic/Major \$1,675 FT/\$838 PT max Ortho Current Fee Guide	No coverage	50% Basic 50% Major 50% Ortho \$1,500/yr max for Basic/Major \$2,000 max Ortho Current Fee Guide	100% Basic 50% Major No Ortho \$1,500/yr max for Basic/Major Current Fee Guide
Vision (Eyewear/ Eye Exams)	80% FT \$225/24 months 40% PT \$114/24 months	80% FT \$225/24 months 40% PT \$114/24 months	No coverage	50% to \$225/24 months - adult 50% to \$225/12 months - child	100% to \$225/24 months - adult 100% to \$225/12 months - child
Travel	100% Travel Health, unlt	100% Travel Health, unlt	100% Travel Health, unlt	100% Travel Health, unlt	100% Travel Health, unlt
HCSA	\$850 FT/\$425 PT	\$850 FT/\$425 PT	\$1,850	\$900	\$450

The following changes are included in the above:

- Effective January 1, 2011: add/increase HSA by \$450 per employee (Options 1 & 2 increase by \$225 for part-time)
- Effective January 1, 2011: add Travel Health to Option 1
- The applicable Manitoba Dental Association (MDA) Fee Guides will be implemented January 1, 2011, January 1, 2012 and January 1, 2013.
- The applicable Manitoba Optometrist/Ophthalmologist Fee Guides will be implemented January 1, 2011, January 1, 2012 and January 1, 2013.

Memorandum of Agreement #1

Re: Additional Opportunities for Employees on the Re-Employment List

Red River College and the Manitoba Government and General Employees' Union agree that in the staffing of those positions referenced in Article 4 - Application of Agreement Section :01 (c), the College will also give first consideration to employees on the College's re-employment list subject to the requirement that the employee must have the qualifications and ability to perform the duties which the employee will be required to perform.

The acceptance or rejection of such position by an employee on the College's re-employment list will not affect that employee's status on the re-employment list.



On Behalf of Red River College



On Behalf of the Manitoba Government
and General Employees' Union

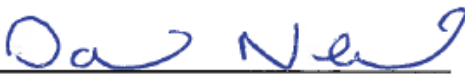
Memorandum of Agreement #2

Re: Harassment

Red River College and the Manitoba Government and General Employees' Union agree that matters of general employee harassment may be addressed in accordance with the College's policies and procedures not in accordance with Article 50 - Harassment.



On Behalf of Red River College



On Behalf of the Manitoba Government
and General Employees' Union

Memorandum of Agreement #3

Re: Parking Rates

Red River College and the Manitoba Government and General Employees' Union agree that:

123 Main Street Campus

1. The parties hereby recognize that the monthly employee parking rate for the Red River College - Downtown Campus at 123 Main Street is \$60.00 (including G.S.T.).
2. Subject to the availability of parking spaces, employees may voluntarily opt to participate in this parking program.
3. This memorandum is in place to permit participating employees to have the payment of the monthly rate processed through payroll deduction.
4. The above-noted rate will not be altered during the life of the current Collective Agreement unless changed by the mutual consent of the parties.

Notre Dame Campus

5. **There will be no increase to parking rates during the life of the current Collective Agreement.**



On Behalf of Red River College



On Behalf of the Manitoba Government
and General Employees' Union

Memorandum of Agreement #4

Re: Shift Schedules

Red River College and the Manitoba Government and General Employees' Union agree to the following terms and conditions with respect to the changing of a regularly scheduled employee's posted shift by the employer.

1. Where changes are necessary in a regularly scheduled posted shift, every reasonable effort will be made to provide at least twenty-four (24) hours notice.
2. Except as set out in (1), where an employee does not receive at least twenty-four (24) hours' notice of a change to the employee's regularly scheduled posted shift, the employee shall be paid at time and one-half (1½) for all hours worked for the first shift which varies from the employee's posted schedule. Such payment shall apply only to the first shift which varies from the posted schedule.
3. This Memorandum does not apply to employees assigned to relief shift or changes to shift schedules due to:
 - (a) sick leave;
 - (b) emergency situations.
4. **Part-time work schedules shall be posted in each applicable department for a minimum of two (2) weeks, one (1) week in advance.**



 On Behalf of Red River College



 On Behalf of the Manitoba Government
 and General Employees' Union

Memorandum of Agreement #5

Re: Pension Plan (CSSB)

- Effective July 1, 2012 and subject to and paid in accordance with the applicable legislation, an additional 0.5% Employer contribution to the Civil Service Superannuation Plan (“CSSP”).
- Effective January 1, 2013 and subject to an paid in accordance with the applicable legislation an additional 0.5% Employer contribution to CSSP.

Note: Employee contributions also increase 0.5% on July 1st, 2012 and 0.5% on January 1st, 2013.



On Behalf of Red River College



On Behalf of the Manitoba Government
and General Employees' Union

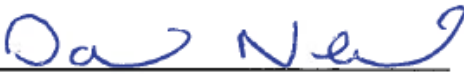
Memorandum of Agreement #6

Re: Tuition Scholarship

Red River College and the Manitoba Government and General Employees' Union agree to the continued maintenance of a scholarship or bursary funded by the College for employees' dependants.



On Behalf of Red River College



On Behalf of the Manitoba Government
and General Employees' Union

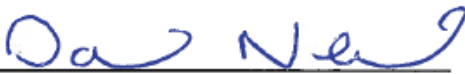
Memorandum of Agreement #7

Re: Plain Language

The Manitoba Government and General Employee's Union and Red River College and Assiniboine Community College herein agree to the formation of a joint committee to review the Collective Agreement to amend the existing Collective Agreement language to plain and clear language. It is understood all changes shall be on a rights neutral basis and shall not change the intent of any Article. If plain and clear language cannot be agreed to the existing language shall prevail.

The resulting amended Collective Agreement shall contain a Memorandum of Agreement specifying that the Collective Agreement was reviewed and amended for plain and clear language on a rights neutral basis.


On Behalf of Red River College


On Behalf of the Manitoba Government
and General Employees' Union

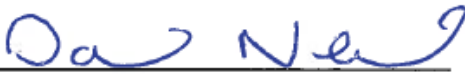
Memorandum of Agreement #8

Re: Winnipeg EcoPass - RRC Downtown Campuses

The Employer shall implement a City of Winnipeg Transit - EcoPass bus pass discount program for all staff at Downtown Campuses, effective January 1, 2011. The discount shall be at the sixty percent (60%) level.



On Behalf of Red River College



On Behalf of the Manitoba Government
and General Employees' Union

Memorandum of Agreement #9

Re: Benefit Improvements

The benefit improvements, effective January 1, 2011, are subject to all employees taking two days off without pay as follows:

1. Red River College shall be closed at noon on December 22nd, 2010 and all day December 23, 2010 and all day December 24, 2010 (for the afternoon of December 24th Article 25:02 (a) will apply).
2. It is recognized that operational requirements may result in certain employees being given alternate days off.
3. Payroll deductions will be equitably applied to all employees equivalent to two days pay (approximately 0.75%) commencing the pay period ending January 28, 2011 and will end no later than the pay period ending January 6, 2012.
4. The College will endeavor to structure the two days off without pay so as not to affect pensionable service and earnings.



On Behalf of Red River College



On Behalf of the Manitoba Government
and General Employees' Union

Memorandum of Agreement #10

Re: Full-time Union Officer

Red River College and the Manitoba Government and General Employee's Union (MGEU) agree to have a full-time Union Officer in order to foster a collaborative working relationship, with a focus on problem solving.

- 1. The administration of this Memorandum shall be the responsibility of the Director, Human Resource Services and MGEU Staff Representative. The MGEU Staff Representative shall provide day-to-day guidance and direction.**
- 2. The appointment of the Union Officer shall be made by the Union from amongst the bargaining unit membership.**
- 3. The hours of work shall be 7.25 hours per day, Monday through Friday unless changes have been authorized.**
- 4. The College agrees to pay the salary of the Union Officer up to a maximum of \$60,000 and all benefits provided under the MGEU/Red River College Collective Agreement. Where the Union Officers salary exceeds \$60,000 the Union agrees to reimburse the College for the salary in excess of \$60,000. The College shall provide the Union Officer with an office with telephone, voicemail, and computer access to the Red River College email network and intranet services.**
- 5. The Union Officer shall continue to be covered under the terms and conditions of the Collective Agreement and will continue to accrue seniority at their classification level. It is understood that the Union Officer shall also continue to be paid at the classification level of their existing position.**

6. The Union Officer shall maintain active involvement in all employee/labour relations issues as may arise from time to time and may be consulted by the College at any time relative to any matter or dispute. Under the direction of the MGEU Staff Representative the duties of the Union Officer shall include, but not limited to:
- (a) Collective Agreement administration;
 - (b) Member of the Joint Job Evaluation Committee;
 - (c) Joint problem solving;
 - (d) Grievance handling, including problem solving, Step 1 and 2 of the grievance procedure;
 - (e) Disciplinary issues, including attendance management;
 - (f) Participation in investigations as required;
 - (g) Participation on other committees as requested by the College;
 - (h) Other labour relations issues as mutually agreed.
7. The parties agree to review the effectiveness of the Union Officer position carrying out the duties as described in #6 on an annual basis.
8. Articles 44:05, 44:07 and 44:08 do not apply to the Full-time Union Officer Position.
9. Either party may terminate this Memorandum of Agreement with ninety (90) days notice.



 On Behalf of Red River College



 On Behalf of the Manitoba Government
 and General Employees' Union

Memorandum of Agreement #11

Re: Employment Security

The parties hereto agree as follows:

1. This memorandum is effective the date of ratification of the Collective Agreement to June 29, 2012 inclusive.
2. During the term of this memorandum there will be no lay-offs of regular employees who were hired on or before June 20, 2009.
3. This lay-off protection does not apply to any regular employee:
 - (a) Laid-off prior to this memorandum coming into effect;
 - (b) Where there is a significant reduction in non-base external funding for the specific function the employee performs;
 - (c) Where their position experiences historical annual lay-offs which occur during the year in the same workplace for constant historical reasons (for example, short term lay-offs in Food Services); or
 - (d) Affected by displacement pursuant to Article 23.
4. In the event that issues arise with respect to the spirit and intent of this Memorandum of Agreement, the parties agree to meet to discuss such issues.


On Behalf of Red River College

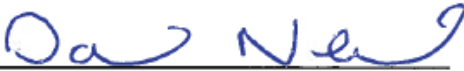

On Behalf of the Manitoba Government
and General Employees' Union

Letter of Intent

Subject: Intellectual Property

RRC and MGEU agree to undertake a comprehensive review of their respective intellectual property “(IP)” issues, during the currency of the next collective agreement, for the purpose of developing a policy on intellectual property.


On Behalf of Red River College



On Behalf of the Manitoba Government
and General Employees' Union

Letter of Intent

Subject: Article 40 - Health and Safety

The College and the Manitoba Government and General Employee's Union shall establish a joint committee to review and make recommendations for the revision of Article 40 of the Collective Agreement relating to safety and health for the purpose of updating Article 40 to bring it into compliance with the current Workplace Safety and Health Act.


On Behalf of Red River College


On Behalf of the Manitoba Government
and General Employees' Union

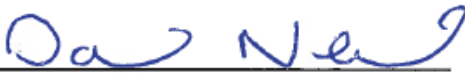
Letter of Intent

Subject: Academic Freedom Policy

Red River College agrees to develop, in consultation with the Union, an Academic Freedom Policy during the life of the Collective Agreement. For greater certainty, this does not limit the consultation process to the Union only.



On Behalf of Red River College



On Behalf of the Manitoba Government
and General Employees' Union

Salary Schedule(s)

- For the period June 20, 2009 to June 18, 2010 a retroactive pay adjustment equivalent to **2%** of regular earnings, excluding non-pensionable earnings. For greater certainty it is understood this is a one-time payment and is not recurring.
- Effective June 16, 2012 a **2.9%** General Salary Increase (“GSI”) to all pay points all classifications and a **1%** parity adjustment to all pay points to the Instructor Classification.
- Effective June 30, 2012 a **2.9%** GSI to all pay points all classifications.

Salary Schedule "A" - Salary Bands 72.50 Hours Bi-Weekly

EFFECTIVE: June 20, 2009 - June 15, 2012

Band 1	-	25,419	26,440	27,500	28,597	29,731
	-	974.40	1,013.55	1,054.15	1,096.20	1,139.70
	-	13.44	13.98	14.54	15.12	15.72
		30,923	32,152	33,438	34,781	
		1,185.38	1,232.50	1,281.80	1,333.28	
		16.35	17.00	17.68	18.39	
Band 2	-	27,954	29,070	30,242	31,453	32,701
	-	1,071.55	1,114.33	1,159.28	1,205.68	1,253.53
	-	14.78	15.37	15.99	16.63	17.29
		34,025	35,367	36,786	38,261	
		1,304.28	1,355.75	1,410.13	1,466.68	
		17.99	18.70	19.45	20.23	
Band 3	-	30,753	31,982	33,268	34,592	35,973
	-	1,178.85	1,225.98	1,275.28	1,326.03	1,378.95
	-	16.26	16.91	17.59	18.29	19.02
		37,410	38,923	40,474	42,082	
		1,434.05	1,492.05	1,551.50	1,613.13	
		19.78	20.58	21.40	22.25	
Band 4	-	33,836	35,178	36,597	38,053	39,585
	-	1,297.03	1,348.50	1,402.88	1,458.70	1,517.43
	-	17.89	18.60	19.35	20.12	20.93
		41,155	42,800	44,521	46,299	
		1,577.60	1,640.68	1,706.65	1,774.80	
		21.76	22.63	23.54	24.48	
Band 5	-	37,221	38,696	40,247	41,855	43,538
	-	1,426.80	1,483.35	1,542.80	1,604.43	1,668.95
	-	19.68	20.46	21.28	22.13	23.02
		45,278	47,094	48,966	50,933	
		1,735.65	1,805.25	1,877.03	1,952.43	
		23.94	24.90	25.89	26.93	

Band 6	-	40,928	42,573	44,276	46,053	47,888
	-	1,568.90	1,631.98	1,697.23	1,765.38	1,835.70
	-	21.64	22.51	23.41	24.35	25.32
	49,798	51,803	53,864	56,021		
	1,908.93	1,985.78	2,064.80	2,147.45		
	26.33	27.39	28.48	29.62		
Band 7	-	45,032	46,829	48,701	50,649	52,673
	-	1,726.23	1,795.10	1,866.88	1,941.55	2,019.13
	-	23.81	24.76	25.75	26.78	27.85
	54,791	56,966	59,255	61,619		
	2,100.33	2,183.70	2,271.43	2,362.05		
	28.97	30.12	31.33	32.58		
Band 8	-	49,533	51,519	53,581	55,718	57,950
	-	1,898.78	1,974.90	2,053.93	2,135.85	2,221.40
	-	26.19	27.24	28.33	29.46	30.64
	60,257	62,678	65,174	67,784		
	2,309.85	2,402.65	2,498.35	2,598.40		
	31.86	33.14	34.46	35.84		
Band 9	-	54,489	56,664	58,933	61,278	63,737
	-	2,088.73	2,172.10	2,259.10	2,349.00	2,443.25
	-	28.81	29.96	31.16	32.40	33.70
	66,290	68,938	71,700	74,555		
	2,541.13	2,642.63	2,748.48	2,857.95		
	35.05	36.45	37.91	39.42		
Band 10	-	59,936	62,337	64,815	67,406	70,111
	-	2,297.53	2,389.60	2,484.58	2,583.90	2,687.58
	-	31.69	32.96	34.27	35.64	37.07
	72,910	75,841	78,868	82,026		
	2,794.88	2,907.25	3,023.25	3,144.33		
	38.55	40.10	41.70	43.37		
Band 11	-	65,931	68,560	71,302	74,158	77,128
	-	2,527.35	2,628.13	2,733.25	2,842.73	2,956.55
	-	34.86	36.25	37.70	39.21	40.78
	80,210	83,407	86,754	90,215		
	3,074.73	3,197.25	3,325.58	3,458.25		
	42.41	44.10	45.87	47.70		

EFFECTIVE: June 16, 2012 - June 29, 2012

Band 1	-	26,157	27,216	28,294	29,429	30,601
	-	1,002.68	1,043.28	1,084.60	1,128.10	1,173.05
	-	13.83	14.39	14.96	15.56	16.18
	31,812	33,079	34,403	35,784		
	1,219.45	1,268.03	1,318.78	1,371.70		
	16.82	17.49	18.19	18.92		
Band 2	-	28,767	29,920	31,112	32,360	33,646
	-	1,102.73	1,146.95	1,192.63	1,240.48	1,289.78
	-	15.21	15.82	16.45	17.11	17.79
	35,008	36,389	37,845	39,377		
	1,341.98	1,394.90	1,450.73	1,509.45		
	18.51	19.24	20.01	20.82		
Band 3	-	31,642	32,909	34,233	35,594	37,013
	-	1,212.93	1,261.50	1,312.25	1,364.45	1,418.83
	-	16.73	17.40	18.10	18.82	19.57
	38,488	40,058	41,647	43,311		
	1,475.38	1,535.55	1,596.45	1,660.25		
	20.35	21.18	22.02	22.90		
Band 4	-	34,819	36,200	37,656	39,150	40,739
	-	1,334.73	1,387.65	1,443.48	1,500.75	1,561.65
	-	18.41	19.14	19.91	20.70	21.54
	42,347	44,049	45,807	47,642		
	1,623.28	1,688.53	1,755.95	1,826.28		
	22.39	23.29	24.22	25.19		
Band 5	-	38,299	39,812	41,420	43,065	44,805
	-	1,468.13	1,526.13	1,587.75	1,650.83	1,717.53
	-	20.25	21.05	21.90	22.77	23.69
	46,583	48,455	50,384	52,408		
	1,785.68	1,857.45	1,931.40	2,008.98		
	24.63	25.62	26.64	27.71		

Band 6	-	42,120	43,803	45,562	47,396	49,269
	-	1,614.58	1,679.10	1,746.53	1,816.85	1,888.63
	-	22.27	23.16	24.09	25.06	26.05
	51,236	53,297	55,434	57,647		
	1,964.03	2,043.05	2,124.98	2,209.80		
	27.09	28.18	29.31	30.48		
Band 7	-	46,337	48,191	50,120	52,124	54,205
	-	1,776.25	1,847.30	1,921.25	1,998.10	2,077.85
	-	24.50	25.48	26.50	27.56	28.66
	56,380	58,612	60,976	63,397		
	2,161.23	2,246.78	2,337.40	2,430.20		
	29.81	30.99	32.24	33.52		
Band 8	-	50,971	53,013	55,132	57,326	59,633
	-	1,953.88	2,032.18	2,113.38	2,197.48	2,285.93
	-	26.95	28.03	29.15	30.31	31.53
	61,997	64,494	67,066	69,751		
	2,376.55	2,472.25	2,570.85	2,673.80		
	32.78	34.10	35.46	36.88		
Band 9	-	56,077	58,309	60,635	63,056	65,591
	-	2,149.63	2,235.18	2,324.35	2,417.15	2,514.30
	-	29.65	30.83	32.06	33.34	34.68
	68,220	70,943	73,780	76,711		
	2,615.08	2,719.48	2,828.23	2,940.60		
	36.07	37.51	39.01	40.56		
Band 10	-	61,676	64,153	66,688	69,354	72,154
	-	2,364.23	2,459.20	2,556.35	2,658.58	2,765.88
	-	32.61	33.92	35.26	36.67	38.15
	75,028	78,035	81,156	84,409		
	2,876.08	2,991.35	3,110.98	3,235.68		
	39.67	41.26	42.91	44.63		
Band 11	-	67,841	70,546	73,364	76,314	79,359
	-	2,600.58	2,704.25	2,812.28	2,925.38	3,042.10
	-	35.87	37.30	38.79	40.35	41.96
	82,537	85,828	89,270	92,825		
	3,163.90	3,290.05	3,422.00	3,558.30		
	43.64	45.38	47.20	49.08		

EFFECTIVE: June 30, 2012 - June 28, 2013

Band 1	-	26,913	28,010	29,107	30,280	31,490
	-	1,031.68	1,073.73	1,115.78	1,160.73	1,207.13
	-	14.23	14.81	15.39	16.01	16.65
	32,739	34,044	35,405	36,824		
	1,254.98	1,305.00	1,357.20	1,411.58		
	17.31	18.00	18.72	19.47		
Band 2	-	29,599	30,790	32,020	33,306	34,630
	-	1,134.63	1,180.30	1,227.43	1,276.73	1,327.48
	-	15.65	16.28	16.93	17.61	18.31
	36,030	37,448	38,942	40,512		
	1,381.13	1,435.50	1,492.78	1,552.95		
	19.05	19.80	20.59	21.42		
Band 3	-	32,568	33,854	35,216	36,635	38,091
	-	1,248.45	1,297.75	1,349.95	1,404.33	1,460.15
	-	17.22	17.90	18.62	19.37	20.14
	39,604	41,212	42,857	44,559		
	1,518.15	1,579.78	1,642.85	1,708.10		
	20.94	21.79	22.66	23.56		
Band 4	-	35,821	37,259	38,753	40,285	41,911
	-	1,373.15	1,428.25	1,485.53	1,544.25	1,606.60
	-	18.94	19.70	20.49	21.30	22.16
	43,576	45,335	47,131	49,023		
	1,670.40	1,737.83	1,806.70	1,879.20		
	23.04	23.97	24.92	25.92		
Band 5	-	39,415	40,966	42,630	44,313	46,110
	-	1,510.90	1,570.35	1,634.15	1,698.68	1,767.55
	-	20.84	21.66	22.54	23.43	24.38
	47,926	49,855	51,841	53,921		
	1,837.15	1,911.10	1,987.23	2,066.98		
	25.34	26.36	27.41	28.51		

Band 6	-	43,349	45,070	46,886	48,777	50,706
	-	1,661.70	1,727.68	1,797.28	1,869.78	1,943.73
	-	22.92	23.83	24.79	25.79	26.81
		52,730	54,848	57,042	59,311	
	2,021.30	2,102.50	2,186.60	2,273.60		
	27.88	29.00	30.16	31.36		
Band 7	-	47,680	49,590	51,576	53,637	55,775
	-	1,827.73	1,900.95	1,977.08	2,056.10	2,138.03
	-	25.21	26.22	27.27	28.36	29.49
		58,007	60,314	62,735	65,231	
	2,223.58	2,312.03	2,404.83	2,500.53		
	30.67	31.89	33.17	34.49		
Band 8	-	52,446	54,545	56,739	58,990	61,354
	-	2,010.43	2,090.90	2,175.00	2,261.28	2,351.90
	-	27.73	28.84	30.00	31.19	32.44
		63,794	66,366	69,014	71,775	
	2,445.43	2,544.03	2,645.53	2,751.38		
	33.73	35.09	36.49	37.95		
Band 9	-	57,704	59,992	62,394	64,891	67,501
	-	2,211.98	2,299.70	2,391.78	2,487.48	2,587.53
	-	30.51	31.72	32.99	34.31	35.69
		70,205	73,004	75,917	78,943	
	2,691.20	2,798.50	2,910.15	3,026.15		
	37.12	38.60	40.14	41.74		
Band 10	-	63,472	66,007	68,617	71,359	74,253
	-	2,433.10	2,530.25	2,630.30	2,735.43	2,846.35
	-	33.56	34.90	36.28	37.73	39.26
		77,203	80,305	83,501	86,849	
	2,959.45	3,078.35	3,200.88	3,329.20		
	40.82	42.46	44.15	45.92		
Band 11	-	69,808	72,588	75,482	78,527	81,667
	-	2,675.98	2,782.55	2,893.48	3,010.20	3,130.55
	-	36.91	38.38	39.91	41.52	43.18
		84,939	88,324	91,861	95,511	
	3,255.98	3,385.75	3,521.33	3,661.25		
	44.91	46.70	48.57	50.50		

Salary Schedule "B" - Salary Bands 80 Hours Bi-Weekly

EFFECTIVE: June 20, 2009 - June 15, 2012

Band 1	-	28,049	29,176	30,344	31,555	32,807
	-	1,075.20	1,118.40	1,163.20	1,209.60	1,257.60
	-	13.44	13.98	14.54	15.12	15.72
		34,122	35,478	36,897	38,379	
		1,308.00	1,360.00	1,414.40	1,471.20	
		16.35	17.00	17.68	18.39	
Band 2	-	30,845	32,077	33,370	34,706	36,084
	-	1,182.40	1,229.60	1,279.20	1,330.40	1,383.20
	-	14.78	15.37	15.99	16.63	17.29
		37,544	39,026	40,591	42,219	
		1,439.20	1,496.00	1,556.00	1,618.40	
		17.99	18.70	19.45	20.23	
Band 3	-	33,934	35,290	36,710	38,170	39,694
	-	1,300.80	1,352.80	1,407.20	1,463.20	1,521.60
	-	16.26	16.91	17.59	18.29	19.02
		41,280	42,950	44,661	46,435	
		1,582.40	1,646.40	1,712.00	1,780.00	
		19.78	20.58	21.40	22.25	
Band 4	-	37,336	38,817	40,383	41,990	43,680
	-	1,431.20	1,488.00	1,548.00	1,609.60	1,674.40
	-	17.89	18.60	19.35	20.12	20.93
		45,412	47,228	49,127	51,089	
		1,740.80	1,810.40	1,883.20	1,958.40	
		21.76	22.63	23.54	24.48	
Band 5	-	41,071	42,699	44,411	46,184	48,042
	-	1,574.40	1,636.80	1,702.40	1,770.40	1,841.60
	-	19.68	20.46	21.28	22.13	23.02
		49,962	51,965	54,031	56,202	
		1,915.20	1,992.00	2,071.20	2,154.40	
		23.94	24.90	25.89	26.93	

Band 6	-	45,162	46,977	48,856	50,817	52,842
	-	1,731.20	1,800.80	1,872.80	1,948.00	2,025.60
	-	21.64	22.51	23.41	24.35	25.32
	54,950	57,162	59,437	61,816		
	2,106.40	2,191.20	2,278.40	2,369.60		
	26.33	27.39	28.48	29.62		
Band 7	-	49,691	51,673	53,739	55,889	58,122
	-	1,904.80	1,980.80	2,060.00	2,142.40	2,228.00
	-	23.81	24.76	25.75	26.78	27.85
	60,459	62,859	65,384	67,993		
	2,317.60	2,409.60	2,506.40	2,606.40		
	28.97	30.12	31.33	32.58		
Band 8	-	54,657	56,849	59,124	61,482	63,944
	-	2,095.20	2,179.20	2,266.40	2,356.80	2,451.20
	-	26.19	27.24	28.33	29.46	30.64
	66,491	69,162	71,917	74,797		
	2,548.80	2,651.20	2,756.80	2,867.20		
	31.86	33.14	34.46	35.84		

EFFECTIVE: June 16, 2012 - June 29, 2012

Band 1	-	28,863	30,031	31,221	32,473	33,767
	-	1,106.40	1,151.20	1,196.80	1,244.80	1,294.40
	-	13.83	14.39	14.96	15.56	16.18
	35,103	36,501	37,962	39,485		
	1,345.60	1,399.20	1,455.20	1,513.60		
	16.82	17.49	18.19	18.92		
Band 2	-	31,743	33,016	34,330	35,708	37,127
	-	1,216.80	1,265.60	1,316.00	1,368.80	1,423.20
	-	15.21	15.82	16.45	17.11	17.79
	38,630	40,153	41,760	43,451		
	1,480.80	1,539.20	1,600.80	1,665.60		
	18.51	19.24	20.01	20.82		

Band 3	-	34,915	36,313	37,774	39,277	40,842
	-	1,338.40	1,392.00	1,448.00	1,505.60	1,565.60
	-	16.73	17.40	18.10	18.82	19.57
	42,470	44,202	45,955	47,791		
	1,628.00	1,694.40	1,761.60	1,832.00		
	20.35	21.18	22.02	22.90		
Band 4	-	38,421	39,944	41,551	43,200	44,953
	-	1,472.80	1,531.20	1,592.80	1,656.00	1,723.20
	-	18.41	19.14	19.91	20.70	21.54
	46,727	48,605	50,546	52,571		
	1,791.20	1,863.20	1,937.60	2,015.20		
	22.39	23.29	24.22	25.19		
Band 5	-	42,261	43,931	45,704	47,520	49,440
	-	1,620.00	1,684.00	1,752.00	1,821.60	1,895.20
	-	20.25	21.05	21.90	22.77	23.69
	51,402	53,468	55,597	57,830		
	1,970.40	2,049.60	2,131.20	2,216.80		
	24.63	25.62	26.64	27.71		
Band 6	-	46,477	48,334	50,275	52,299	54,365
	-	1,781.60	1,852.80	1,927.20	2,004.80	2,084.00
	-	22.27	23.16	24.09	25.06	26.05
	56,536	58,811	61,169	63,611		
	2,167.20	2,254.40	2,344.80	2,438.40		
	27.09	28.18	29.31	30.48		
Band 7	-	51,131	53,176	55,304	57,517	59,812
	-	1,960.00	2,038.40	2,120.00	2,204.80	2,292.80
	-	24.50	25.48	26.50	27.56	28.66
	62,212	64,675	67,284	69,955		
	2,384.80	2,479.20	2,579.20	2,681.60		
	29.81	30.99	32.24	33.52		
Band 8	-	56,244	58,497	60,835	63,256	65,802
	-	2,156.00	2,242.40	2,332.00	2,424.80	2,522.40
	-	26.95	28.03	29.15	30.31	31.53
	68,411	71,165	74,004	76,967		
	2,622.40	2,728.00	2,836.80	2,950.40		
	32.78	34.10	35.46	36.88		

EFFECTIVE: June 30, 2012 - June 28, 2013

Band 1	-	29,697	30,908	32,118	33,412	34,748
	-	1,138.40	1,184.80	1,231.20	1,280.80	1,332.00
	-	14.23	14.81	15.39	16.01	16.65
	36,125	37,565	39,068	40,633		
	1,384.80	1,440.00	1,497.60	1,557.60		
	17.31	18.00	18.72	19.47		
Band 2	-	32,661	33,976	35,332	36,751	38,212
	-	1,252.00	1,302.40	1,354.40	1,408.80	1,464.80
	-	15.65	16.28	16.93	17.61	18.31
	39,757	41,322	42,971	44,703		
	1,524.00	1,584.00	1,647.20	1,713.60		
	19.05	19.80	20.59	21.42		
Band 3	-	35,937	37,357	38,859	40,424	42,031
	-	1,377.60	1,432.00	1,489.60	1,549.60	1,611.20
	-	17.22	17.90	18.62	19.37	20.14
	43,701	45,475	47,291	49,169		
	1,675.20	1,743.20	1,812.80	1,884.80		
	20.94	21.79	22.66	23.56		
Band 4	-	39,527	41,113	42,762	44,452	46,247
	-	1,515.20	1,576.00	1,639.20	1,704.00	1,772.80
	-	18.94	19.70	20.49	21.30	22.16
	48,084	50,024	52,007	54,094		
	1,843.20	1,917.60	1,993.60	2,073.60		
	23.04	23.97	24.92	25.92		
Band 5	-	43,492	45,204	47,040	48,897	50,880
	-	1,667.20	1,732.80	1,803.20	1,874.40	1,950.40
	-	20.84	21.66	22.54	23.43	24.38
	52,884	55,012	57,204	59,499		
	2,027.20	2,108.80	2,192.80	2,280.80		
	25.34	26.36	27.41	28.51		

Band 6	-	47,833	49,732	51,736	53,823	55,951
	-	1,833.60	1,906.40	1,983.20	2,063.20	2,144.80
	-	22.92	23.83	24.79	25.79	26.81
	58,184	60,522	62,943	65,447		
	2,230.40	2,320.00	2,412.80	2,508.80		
	27.88	29.00	30.16	31.36		
Band 7	-	52,612	54,720	56,911	59,186	61,544
	-	2,016.80	2,097.60	2,181.60	2,268.80	2,359.20
	-	25.21	26.22	27.27	28.36	29.49
	64,007	66,553	69,224	71,979		
	2,453.60	2,551.20	2,653.60	2,759.20		
	30.67	31.89	33.17	34.49		
Band 8	-	57,871	60,188	62,609	65,092	67,701
	-	2,218.40	2,307.20	2,400.00	2,495.20	2,595.20
	-	27.73	28.84	30.00	31.19	32.44
	70,393	73,231	76,153	79,200		
	2,698.40	2,807.20	2,919.20	3,036.00		
	33.73	35.09	36.49	37.95		

Salary Schedule "C" - Instructor Salary 72.50 Hours Bi-Weekly

EFFECTIVE: June 20, 2009 - June 15, 2012

INSTRUCTOR	49,874	51,652	53,524	55,567	57,628	59,784	62,054
	1,911.83	1,979.98	2,051.75	2,130.05	2,209.08	2,291.73	2,378.73
	26.37	27.31	28.30	29.38	30.47	31.61	32.81
	64,456	66,934	69,430	71,151	74,083		
	2,470.80	2,565.78	2,661.48	2,727.45	2,839.83		
	34.08	35.39	36.71	37.62	39.17		

EFFECTIVE: June 16, 2012 - June 29, 2012

INSTRUCTOR	51,822	53,675	55,604	57,742	59,879	62,111	64,475
	1,986.50	2,057.55	2,131.50	2,213.43	2,295.35	2,380.90	2,471.53
	27.40	28.38	29.40	30.53	31.66	32.84	34.09
	66,971	69,544	72,134	73,931	76,976		
	2,567.23	2,665.83	2,765.15	2,834.03	2,950.75		
	35.41	36.77	38.14	39.09	40.70		

EFFECTIVE: June 30, 2012 - June 28, 2013

INSTRUCTOR	53,316	55,226	57,212	59,425	61,619	63,907	66,347
	2,043.78	2,117.00	2,193.13	2,277.95	2,362.05	2,449.78	2,543.30
	28.19	29.20	30.25	31.42	32.58	33.79	35.08
	68,919	71,567	74,234	76,068	79,208		
	2,641.90	2,743.40	2,845.63	2,915.95	3,036.30		
	36.44	37.84	39.25	40.22	41.88		

Salary Schedule "D" - Present Incumbents Only 72.50 Hours Bi-Weekly

EFFECTIVE: June 20, 2009 - June 15, 2012

ADMINISTRATIVE OFFICER 1	43,954 1,684.90 23.24	45,391 1,740.00 24.00	46,886 1,797.28 24.79	48,399 1,855.28 25.59	50,082 1,919.80 26.48	51,822 1,986.50 27.40	
ADMINISTRATIVE OFFICER 2	47,094 1,805.25 24.90	48,815 1,871.23 25.81	50,479 1,935.03 26.69	52,276 2,003.90 27.64	54,186 2,077.13 28.65	56,115 2,151.08 29.67	
ADMINISTRATIVE OFFICER 4	56,285 2,157.60 29.76	58,328 2,235.90 30.84	60,427 2,316.38 31.95	62,697 2,403.38 33.15	65,137 2,496.90 34.44	67,633 2,592.60 35.76	70,357 2,697.00 37.20
COMPUTER PROGRAMMER 1	43,651 1,673.30 23.08	45,127 1,729.85 23.86	46,602 1,786.40 24.64	48,228 1,848.75 25.50	49,855 1,911.10 26.36	51,633 1,979.25 27.30	
	53,505 2,051.03 28.29	55,491 2,127.15 29.34	57,401 2,200.38 30.35	59,576 2,283.75 31.50			
COMPUTER PROGRAMMER 2A	50,820 1,948.08 26.87	52,578 2,015.50 27.80	54,451 2,087.28 28.79	56,323 2,159.05 29.78	58,347 2,236.63 30.85	60,484 2,318.55 31.98	62,810 2,407.73 33.21
	65,137 2,496.90 34.44	67,558 2,589.70 35.72					
COMPUTER PROGRAMMER 2B	58,650 2,248.23 31.01	60,843 2,332.33 32.17	63,056 2,417.15 33.34	65,364 2,505.60 34.56	67,974 2,605.65 35.94	70,565 2,704.98 37.31	73,326 2,810.83 38.77
DUPLICATING EQUIPMENT OPERATOR 3	37,372 1,432.60 19.76	38,564 1,478.28 20.39	39,812 1,526.13 21.05	41,193 1,579.05 21.78	42,554 1,631.25 22.50	43,992 1,686.35 23.26	
EDUCATIONAL ASSISTANT 1	34,724 1,331.10 18.36	35,708 1,368.80 18.88	36,843 1,412.30 19.48	38,015 1,457.25 20.10	39,207 1,502.93 20.73	40,493 1,552.23 21.41	
EDUCATIONAL DEVEL. OFFICER	53,467 2,049.58 28.27	55,491 2,127.15 29.34	57,477 2,203.28 30.39	59,595 2,284.48 31.51	61,921 2,373.65 32.74	64,267 2,463.55 33.98	66,782 2,559.98 35.31
EDUCATION CONSULTANT	51,368 1,969.10 27.16	53,467 2,049.58 28.27	55,491 2,127.15 29.34	57,477 2,203.28 30.39	59,595 2,284.48 31.51	61,921 2,373.65 32.74	64,267 2,463.55 33.98
MEDIA SPECIALIST 1	53,467 2,049.58 28.27	55,491 2,127.15 29.34	57,477 2,203.28 30.39	59,595 2,284.48 31.51	61,921 2,373.65 32.74	64,267 2,463.55 33.98	

NURSE 1	55,404	57,521	59,575	61,671	63,661	65,693	
Note: Calculated @ 80 hr bi-weekly	2,123.80	2,204.98	2,283.70	2,364.06	2,440.32	2,518.22	
	26.55	27.56	28.55	29.55	30.50	31.48	
PLANNING AND PROGRAM ANALYST 3	56,285	58,328	60,427	62,697	65,137	67,633	70,357
	2,157.60	2,235.90	2,316.38	2,403.38	2,496.90	2,592.60	2,697.00
	29.76	30.84	31.95	33.15	34.44	35.76	37.20
STATISTICAL ANALYST 2	53,467	55,491	57,477	59,595	61,921	64,267	66,782
	2,049.58	2,127.15	2,203.28	2,284.48	2,373.65	2,463.55	2,559.98
	28.27	29.34	30.39	31.51	32.74	33.98	35.31

EFFECTIVE: June 16, 2012 - June 29, 2012

ADMINISTRATIVE OFFICER 1	45,221	46,715	48,247	49,798	51,538	53,316	
	1,733.48	1,790.75	1,849.48	1,908.93	1,975.63	2,043.78	
	23.91	24.70	25.51	26.33	27.25	28.19	
ADMINISTRATIVE OFFICER 2	48,455	50,233	51,935	53,789	55,756	57,742	
	1,857.45	1,925.60	1,990.85	2,061.90	2,137.30	2,213.43	
	25.62	26.56	27.46	28.44	29.48	30.53	
ADMINISTRATIVE OFFICER 4	57,912	60,011	62,186	64,513	67,028	69,600	72,399
	2,219.95	2,300.43	2,383.80	2,472.98	2,569.40	2,668.00	2,775.30
	30.62	31.73	32.88	34.11	35.44	36.80	38.28
COMPUTER PROGRAMMER 1	44,919	46,432	47,945	49,628	51,292	53,127	
	1,721.88	1,779.88	1,837.88	1,902.40	1,966.20	2,036.53	
	23.75	24.55	25.35	26.24	27.12	28.09	
	55,056	57,099	59,066	61,297			
	2,110.48	2,188.78	2,264.18	2,349.73			
	29.11	30.19	31.23	32.41			
COMPUTER PROGRAMMER 2A	52,295	54,110	56,021	57,950	60,030	62,243	64,626
	2,004.63	2,074.23	2,147.45	2,221.40	2,301.15	2,385.98	2,477.33
	27.65	28.61	29.62	30.64	31.74	32.91	34.17
	67,028	69,524					
	2,569.40	2,665.10					
	35.44	36.76					
COMPUTER PROGRAMMER 2B	60,352	62,602	64,891	67,255	69,941	72,607	75,444
	2,313.48	2,399.75	2,487.48	2,578.10	2,681.05	2,783.28	2,892.03
	31.91	33.10	34.31	35.56	36.98	38.39	39.89
DUPLICATING EQUIPMENT OPERATOR 3	38,450	39,680	40,966	42,384	43,784	45,259	
	1,473.93	1,521.05	1,570.35	1,624.73	1,678.38	1,734.93	
	20.33	20.98	21.66	22.41	23.15	23.93	
EDUCATIONAL ASSISTANT 1	35,727	36,748	37,902	39,112	40,342	41,666	
	1,369.53	1,408.68	1,452.90	1,499.30	1,546.43	1,597.18	
	18.89	19.43	20.04	20.68	21.33	22.03	

EDUCATIONAL DEVEL. OFFICER	55,018 2,109.03 29.09	57,099 2,188.78 30.19	59,141 2,267.08 31.27	61,316 2,350.45 32.42	63,718 2,442.53 33.69	66,139 2,535.33 34.97	68,711 2,633.93 36.33
EDUCATION CONSULTANT	52,862 2,026.38 27.95	55,018 2,109.03 29.09	57,099 2,188.78 30.19	59,141 2,267.08 31.27	61,316 2,350.45 32.42	63,718 2,442.53 33.69	66,139 2,535.33 34.97
MEDIA SPECIALIST 1	55,018 2,109.03 29.09	57,099 2,188.78 30.19	59,141 2,267.08 31.27	61,316 2,350.45 32.42	63,718 2,442.53 33.69	66,139 2,535.33 34.97	
NURSE 1 Note: Calculated @ 80 hr bi-weekly	57,016 2,185.60 27.32	59,186 2,268.80 28.36	61,315 2,350.40 29.38	63,464 2,432.80 30.41	65,489 2,510.40 31.38	67,597 2,591.20 32.39	
PLANNING AND PROGRAM ANALYST 3	57,912 2,219.95 30.62	60,011 2,300.43 31.73	62,186 2,383.80 32.88	64,513 2,472.98 34.11	67,028 2,569.40 35.44	69,600 2,668.00 36.80	72,399 2,775.30 38.28
STATISTICAL ANALYST 2	55,018 2,109.03 29.09	57,099 2,188.78 30.19	59,141 2,267.08 31.27	61,316 2,350.45 32.42	63,718 2,442.53 33.69	66,139 2,535.33 34.97	68,711 2,633.93 36.33

EFFECTIVE: June 30, 2012 - June 28, 2013

ADMINISTRATIVE OFFICER 1	46,526 1,783.50 24.60	48,077 1,842.95 25.42	49,647 1,903.13 26.25	51,236 1,964.03 27.09	53,032 2,032.90 28.04	54,867 2,103.23 29.01	
ADMINISTRATIVE OFFICER 2	49,855 1,911.10 26.36	51,690 1,981.43 27.33	53,448 2,048.85 28.26	55,340 2,121.35 29.26	57,363 2,198.93 30.33	59,425 2,277.95 31.42	
ADMINISTRATIVE OFFICER 4	59,595 2,284.48 31.51	61,751 2,367.13 32.65	63,983 2,452.68 33.83	66,385 2,544.75 35.10	68,976 2,644.08 36.47	71,624 2,745.58 37.87	74,499 2,855.78 39.39
COMPUTER PROGRAMMER 1	46,224 1,771.90 24.44	47,774 1,831.35 25.26	49,344 1,891.53 26.09	51,065 1,957.50 27.00	52,787 2,023.48 27.91	54,659 2,095.25 28.90	
	56,645 2,171.38 29.95	58,763 2,252.58 31.07	60,787 2,330.15 32.14	63,075 2,417.88 33.35			
COMPUTER PROGRAMMER 2A	53,808 2,062.63 28.45	55,680 2,134.40 29.44	57,647 2,209.80 30.48	59,633 2,285.93 31.53	61,770 2,367.85 32.66	64,040 2,454.85 33.86	66,498 2,549.10 35.16
	68,976 2,644.08 36.47	71,548 2,742.68 37.83					

COMPUTER PROGRAMMER 2B	62,111 2,380.90 32.84	64,418 2,469.35 34.06	66,763 2,559.25 35.30	69,203 2,652.78 36.59	71,964 2,758.63 38.05	74,707 2,863.75 39.50	77,638 2,976.13 41.05
DUPLICATING EQUIPMENT OPERATOR 3	39,566 1,516.70 20.92	40,833 1,565.28 21.59	42,157 1,616.03 22.29	43,614 1,671.85 23.06	45,051 1,726.95 23.82	46,564 1,784.95 24.62	
EDUCATIONAL ASSISTANT 1	36,767 1,409.40 19.44	37,807 1,449.28 19.99	38,999 1,494.95 20.62	40,247 1,542.80 21.28	41,514 1,591.38 21.95	42,876 1,643.58 22.67	
EDUCATIONAL DEVEL. OFFICER	56,607 2,169.93 29.93	58,763 2,252.58 31.07	60,862 2,333.05 32.18	63,094 2,418.60 33.36	65,572 2,513.58 34.67	68,049 2,608.55 35.98	70,697 2,710.05 37.38
EDUCATION CONSULTANT	54,394 2,085.10 28.76	56,607 2,169.93 29.93	58,763 2,252.58 31.07	60,862 2,333.05 32.18	63,094 2,418.60 33.36	65,572 2,513.58 34.67	68,049 2,608.55 35.98
MEDIA SPECIALIST 1	56,607 2,169.93 29.93	58,763 2,252.58 31.07	60,862 2,333.05 32.18	63,094 2,418.60 33.36	65,572 2,513.58 34.67	68,049 2,608.55 35.98	
NURSE 1 Note: Calculated @ 80 hr bi-weekly	58,664 2,248.80 28.11	60,897 2,334.40 29.18	63,089 2,418.40 30.23	65,301 2,503.20 31.29	67,388 2,583.20 32.29	69,558 2,666.40 33.33	
PLANNING AND PROGRAM ANALYST 3	59,595 2,284.48 31.51	61,751 2,367.13 32.65	63,983 2,452.68 33.83	66,385 2,544.75 35.10	68,976 2,644.08 36.47	71,624 2,745.58 37.87	74,499 2,855.78 39.39
STATISTICAL ANALYST 2	56,607 2,169.93 29.93	58,763 2,252.58 31.07	60,862 2,333.05 32.18	63,094 2,418.60 33.36	65,572 2,513.58 34.67	68,049 2,608.55 35.98	70,697 2,710.05 37.38