

THIS AGREEMENT made and entered into this 20th day of
August, 1977 at Prince George, B.C., by and BETWEEN:

THE COLLEGE OF NEW CALEDONIA, College,
Technical and Vocational Institute
(Hereinafter referred to as the College)

AND

THE ASSOCIATION OF UNIVERSITY AND COLLEGE
EMPLOYEES, LOCAL #5
(Hereinafter referred to as the Union)

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ARTICLE 1 - GENERAL PURPOSE

1.01 PURPOSE

The purpose of the Agreement is to set forth and establish the terms and conditions of employment so that efficient operations and harmonious relationships may be maintained between the College and the employees to the benefit of both parties and the community they serve.

1.02 NO OTHER AGREEMENT

An employee within the Union certification shall not be required or permitted to make written or verbal agreement with the College or its representatives which may conflict with the terms of this Agreement, except where this Agreement permits such individual agreement.

ARTICLE 2 - RECOGNITION

2.01 BARGAINING UNIT

The bargaining unit shall comprise all employees included in the Certification issued by the Labour Relations Board of British Columbia on October 26, 1976 and as subsequently amended by the Labour Relations Board or by the parties (3.01) from time to time, except as mutually agreed by Memorandum of Understanding signed by the parties on January 11, 1977 (2.02). The Union is the sole bargaining authority for the employees of the College, within the bargaining unit, for whom the Union is certified under the Labour Code of British Columbia.

2.02 BARGAINING UNIT EXCLUSIONS

It is agreed that the following present positions are excluded from the bargaining unit:

1. Principal
2. Dean, Arts and Science Division
3. Dean, Technical/Vocational Division
4. Dean, Community Education Division
5. Dean, Student Services and Registrar
6. Bursar
7. Assistant Bursar
8. Director, C.E.S. - Regional
9. Director, C.E.S. - Burns Lake
10. Director, C.E.S. - Nechako
11. Bursar's Secretary
12. Principal's Secretary

It is further mutually agreed that the inclusion of the following positions:

1. Supervisor of Maintenance
2. Supervisor, Data Centre
3. Manager, Cafeteria

within the bargaining unit is on a one-year trial basis or for the duration of the position, whichever occurs first, commencing October 26, 1976. At the end of the trial period, the College may undertake a review of the appropriateness of this inclusion agreement and if the College deems necessary, proceed with an application under Section 34(1) of the Labour Code of British Columbia for the determination of the issue.

2.03 MANAGEMENT RIGHTS

The Union recognizes and agrees that except as specifically abridged, delegated, granted or modified by this Agreement, all the rights, powers and authority the College had prior to the signing of this Agreement are retained solely and exclusively by the College, and remain without limitation within the rights of management.

Without limiting the generality of the foregoing, the College reserves the sole and exclusive right to operate and manage its affairs and facilities in all respects as it sees fit, including the right to hire, sanction or discharge for just and sufficient cause, and to make and alter from time to time rules and regulations to be observed by the employees, except that this right shall not supersede any other express provisions of this Agreement.

ARTICLE 3 - NEW POSITIONS AND SALARY GROUPINGS

3.01 NEW POSITIONS

A description of all new positions created within the bargaining unit (2.01) will be forwarded to the Union five (5) working days in advance of implementation of Article 3.02. The applicable position classification information and criteria including the duties and responsibilities of the position, required qualifications, required knowledge and skills, proposed shifts, and proposed wages and salary classifications shall be included in this notice.

If the parties cannot agree within five (5) days notice of the new position, the College may fill the position and establish a salary group for it, and the position may be filled and worked pending the agreement of the parties or the decision of the Labour Board, as the case may be.

3.02 SALARIES FOR NEW POSITIONS

Where the parties agree or the Labour Relations Board decides that a new position is included within the unit, a classification for the position will be discussed. If the parties cannot agree within five (5) days notice of the new position, on a classification applicable to the position, Article 9.03 shall apply.

ARTICLE 4 - DEFINITIONS

4.01 EMPLOYEE

The term employee shall mean any person employed by the College who is covered by the bargaining unit as defined in Article 2.

4.02 REGULAR EMPLOYEE

For the purpose of this Agreement, the term regular when applied to an employee category shall mean the anticipated employment period is year round. The use of the term regular does not imply or impose a guaranteed employment period by the College, except as specified within this Agreement.

4.03 FULL-TIME EMPLOYEE

A full-time employee shall mean any employee who normally works a regular work week of thirty-five (35) hours per week as defined in Article 14 (Hours of Work). Such employees will be paid by the month.

4.04 PART-TIME EMPLOYEE

A part-time employee shall mean any employee who normally works less than thirty-five (35) hours per week. Such employees will be paid by the hour.

4.05 TEMPORARY EMPLOYEE

A temporary employee shall mean any employee who works on a temporary basis. Such employee shall be paid by the hour at the rate for the appropriate classification as outlined in this Agreement. If temporary employment continues for longer than six (6) months without interruption, the employee shall be considered a regular employee. For the purpose of this section "without interruption" shall be interpreted to mean the position is regularly scheduled seven (7) days in advance.

4.05 Cont'd

The above policy applies to the individual employee and not to the position occupied by the employee. However, the College shall endeavor to establish and maintain regular positions wherever possible.

4.06 PROBATIONARY EMPLOYEE

A probationary employee shall mean a new regular employee serving a trial period of employment for the College to determine the employee's suitability of performance. This probationary period shall be three (3) calendar months from the commencement date of regular employment.

4.07 RETIREMENT

Employees shall normally retire on the last working day of the month in which their sixty-fifth (65th) birthday occurs.

Employees may continue in their position with the College after the age of sixty-five (65) subject to annual review with a test of competence which would indicate sufficient ability to perform the job satisfactorily; and further subject to annual medical certifications by a College designated physician of the advisability of the employee's continuing employment. The first College review of competence and medical fitness shall be immediately prior to the employee's sixty-fifth (65th) birthday. Such employees shall continue to receive all rights and privileges provided for in this Agreement except those specifically excluded by legislation or existing terms of benefit plans.

4.08 POSITION CLASSIFICATIONS

The job title of any specific position is contained within more broadly defined position classifications which shall be designated by a classification title and salary grouping as identified in Appendix A of this Agreement.

4.09 POSITION RECLASSIFICATION

In the event that the College amends the duties and responsibilities of a position in any manner such as to cause the position to be changed to a different position classification, the position shall be deemed to have been reclassified. The College shall notify the Union of all position reclassifications falling within the bargaining unit, at the time of implementation. If the parties cannot agree within five (5) days of the College's notice, on the salary grouping for the reclassified position, Article 9.03 shall apply. Adjustments to incumbent's salaries shall be effected by the College upon the date of implementation.

4.10 WORK UNIT

The term "work unit" is defined for the purposes of this Agreement as the College Division or area or section of a College Division in which the specific position is located, i.e.

- Bursar's Office
- Support Services - (Reception/Faculty Typing/
Print Room/Cashier/Driver)
- Data Centre
- Arts and Science
- Technical/Vocational
- Community Education Services
- Custodial Services
- Maintenance Services - (Security)
- Library
- Student Services
- Cafeteria
- Bookstore
- Dormitory

4.11 WORK PERFORMED UNDER GOVERNMENT AND FOUNDATION GRANTS

The Union recognizes and agrees that from time to time during the term of this Agreement there will be work projects conducted within the College by persons who will not be members of the Union. These projects must be separately and specifically funded by government and/or foundation grants and shall not be deemed part of the affairs or operations of the College to which this Agreement applies. The College agrees that such persons involved in these projects shall not be utilized to replace members of the bargaining unit.

It is further agreed that these projects shall not be used to unduly delay the establishment of new positions by the College.

ARTICLE 5 - NO DISCRIMINATION5.01 HUMAN RIGHTS

The College agrees that there will be no discrimination against an employee by reason of age, race, creed, color, national origin, political or religious affiliation, sex or sexual orientation, marital status, or whether the employee has children, in particular there shall be no discrimination in terms of hiring, promotion and salary.

The College further agrees that there will be no discrimination against an employee by reason of family relationships to other employees, except where relationships such as marriage or other family relationships are deemed to be potentially detrimental to the College. For example, where one relative is supervisory to another, or where detrimental fiscal or policy collusion could occur, or where confidentiality could be compromised.

5.02 TRADE UNION ACTIVITY

The College will not discriminate against any employee because of union membership or union activity or for the exercise of rights provided for in this Agreement and as covered by the Labour Code of British Columbia, except as herein specifically excluded by mutual agreement.

ARTICLE 6 - UNION MEMBERSHIP AND SECURITY

6.01 EMPLOYEES AT DATE OF CERTIFICATION

All persons within the bargaining unit of the Union as of October 26, 1976 who were members of the Union on or before that date shall remain members of the Union as a condition of continuing employment.

All persons within the bargaining unit who are not members of the Union at the date of certification may become members of the Union if they want to, but shall not be required to become members.

6.02 NEW EMPLOYEES

As a condition of continuing employment, regular employees hired after the date of execution of this Agreement shall, within thirty (30) days of commencing employment, become union members.

6.03 CHANGE IN STATUS

The College agrees to notify the Union when an employee is hired, promoted, transferred or terminated within twenty-one (21) calendar days of such action.

ARTICLE 7 - UNION DUES AND DEDUCTIONS

7.01 UNION DUES

The College shall, as a condition of employment, deduct from the monthly wages or salary of each member employee, the amount of the regular monthly dues as advised in writing by the Union, upon receipt of a written assignment for the purpose from the employee.

The assignment shall be in the form attached hereto as Appendix B. All regular employees upon the date of execution of this Agreement, shall be required to sign such an authorization and the Union agrees to assist the College in obtaining such authorization. A copy of the authorization form as signed by the employee shall be sent to the Treasurer of the Union.

7.02 DEDUCTION OF DUES

The College shall begin the deductions of monthly dues from the first pay to which the employee is entitled following the employee's authorization. The College shall forward the collected dues by a cheque to the Treasurer of the Union within one (1) month following such deduction, together with a list of names, and amounts deducted.

7.03 UNION ADVISES COLLEGE

The Union shall advise the College in writing of all dues and assessments required by the Union, and of any changes which may arise from time to time in connection with such dues and assessments. The Union recognizes and agrees that the College's obligation to deduct such dues and assessments is especially restricted to making only such deductions as are permitted by law and by the valid authorization of each employee.

7.04 COLLEGE INDEMNITY

The Union shall indemnify the College and hold it harmless against any and all suits, claims, demands and liability that shall arise out of, or by reason of any action taken or not taken by the College for the purposes of complying with any provision in this Article.

7.05 DUES ASSIGNMENT REVOKED

The Union agrees that should an employee revoke the assignment, the College must forthwith cease to make such deductions, and that any further action to be taken by the College in consequence with such revocation shall be taken only by the written instructions of the Union. The College shall provide the Union with a copy of any revocation of authorization received.

ARTICLE 8 - UNION RIGHTS AND ACTIVITY8.01 RECOGNITION OF SHOP STEWARDS

The College recognizes Stewards elected by the Union and shall not discriminate against such Stewards for carrying out the duties properly assigned to that position in a lawful manner. The number of Stewards to be recognized by the College shall be based on the ratio of one (1) Steward for each twenty (20) members or major portion thereof of the bargaining unit. The minimum number of Stewards shall be three (3).

8.02 CONTACTING AT WORK

The authorized Stewards of the Union shall have the right to contact employees at work on matters respecting this Agreement and its administration, provided such contact does not unduly interfere with normal College operations. Union representatives will request permission of the supervisor of the department being entered for the purpose of contacting employees and will also advise time of departure.

8.03 TIME-OFF FOR UNION BUSINESS AND ACTIVITIES

Leaves of absence without loss of seniority may be granted, in all cases subject to the requirements of the College:

- a) without pay to representatives of the Union to attend conventions of the Union and bodies to which the Union is affiliated when requested in writing by the Union at least ten (10) working days in advance of the start date of the leave requested and naming employees for whom the request applies;
- b) without pay to representatives of the Union to attend to Union business which requires them to leave their premises of employment, when requested in writing by the Union at least ten (10) working days in advance of the start date of the leave requested and naming the employees for whom the request applies;

8.03 Cont'd

- c) without pay to employees who are representatives of the Union's bargaining committee when requested in writing by the Union at least ten (10) working days in advance of the start date of the leave requested and naming the employees for whom the request applies;
- d) with pay to named and recognized Stewards to perform duties as may be necessary for the administration of this Agreement, subject to 8.02 above.

8.04 RIGHT TO REFUSE TO CROSS PICKET LINES

All employees covered by this Agreement shall have the right to refuse to cross a legal picket line arising out of a dispute as defined in the Labour Code of British Columbia. Any employee refusing to cross such a picket line shall not be reprimanded, penalized, or dismissed for such refusal.

Employees should not expect to receive pay for work not performed in exercising these rights.

If an employee is apprehensive for personal safety, there shall not be any reprimand, penalty or dismissal for failing to cross an illegal picket line.

Failure to cross a picket line while carrying out College business away from the College shall not be considered a violation of this Agreement or be grounds for disciplinary action or loss of pay.

8.05 MEETINGS CALLED BY THE COLLEGE

The time required to attend meetings called by the College during an employee's regular working hours shall be considered part of the employee's scheduled work. Where attendance at such meetings is mandatory and the meetings are outside an employee's normal working hours, applicable overtime rates shall apply.

8.06 USE OF COLLEGE ROOMS

The College shall allow the Union to book College rooms without charge in accordance with the regular booking procedures of the College, for meetings of Union committees and the general membership, etc.

8.07 NOTIFICATION BY THE UNION

The Union shall regularly notify the College, in writing, of the names of the local executives, Chief Steward, Stewards and Grievance Committee.

8.08 COLLEGE ACQUAINTS NEW EMPLOYEES

The College agrees to acquaint new employees with the fact that an Agreement is in effect and with the conditions of employment as set out in the Agreement, and to supply the new employee with a copy of the Agreement.

8.09 UNION - COLLEGE RELATIONS

The Union and the College recognize the mutual value of ongoing joint discussions on matters pertaining to working conditions, employment, employee classifications, services and labour - management relations. To this end the Union executive agrees that in the event either party wishes to call a meeting under this clause the meeting shall be held at a time and place fixed mutually. However, such a meeting will normally be held not later than fifteen (15) working days after the request has been received.

8.10 PAY FOR NEGOTIATIONS

Leave of absence may be granted, in all cases subject to the requirements of the College, with pay to three (3) employees who are representatives of the Union bargaining committee to leave their employment to carry on negotiations with the College, where such negotiations occur during regular scheduled working hours of the employees concerned, when requested in writing by the Union naming the employees for whom the request applies.

ARTICLE 9 - POSITION DESCRIPTIONS AND CLASSIFICATION PROCEDURES9.01 POSITION DESCRIPTION

The College agrees to provide the employee and the Union with copies of a written, individual position description as prepared by the College in co-operation with the incumbent employee within twelve (12) months of the signing of this Agreement.

9.02 POSITION TITLE DETERMINATION

For the purpose of salary administration, position titles will be determined by the College within position classifications. (See also Article 4.08 and 4.09.)

9.03 RESOLUTION OF POSITION CLASSIFICATION DISPUTES

Where the incumbent employee and/or the Union disagree with the position classification established by the College within thirty (30) days of College notification of the salary classification, the Union and/or the incumbent employee shall have the right to appeal in writing to a Position Classification Review Committee. The written appeal shall state the reasons why the Union and/or the incumbent employee maintain that the position classification is inaccurate.

9.04 POSITION CLASSIFICATION REVIEW COMMITTEE

The College and the Union shall establish a four (4) member Position Classification Review Committee to undertake reviews of appealed position classifications. The Committee shall be comprised of two (2) members appointed by the Union and two (2) members appointed by the College. The Committee shall have the right to investigate the position classification information and procedures used in the establishing of the position classification in question and to interview the incumbent employee as necessary. The Position Classification Review Committee shall make written recommendations as to its findings on the matter in question to the College and the Union. In the event that a dispute regarding position classification is not resolved by this section, the incumbent employee and/or Union may grieve the decision as outlined in Article 17 of this Agreement.

ARTICLE 10 - PROMOTION, TRANSFERS AND STAFF CHANGES10.01 JOB POSTINGS

- a) Job vacancies will be filled with the best qualified applicants, having regard to the necessary job related knowledge, skills and abilities for the position as a prime consideration. Within this policy, first consideration will be given to employees within the bargaining unit.

All regular job vacancies and temporary vacancies where the anticipated term of employment is greater than three (3) months (note 23.01(c) exception) shall be posted on the College's bulletin boards. The appearance of the advertisements outside the College, should the College deem outside advertising necessary, shall be concurrent with internal posting.

- b) The College may fill temporary job vacancies where the anticipated term of employment is less than three (3) months without posting or advertising such job vacancies. The College will notify the Union when such vacancies are filled and will further provide the Union with all relative information required by this Agreement with respect to those employees.

If after three (3) months, the temporary position continues, the position will be posted unless otherwise mutually agreed between the parties.

- c) A copy of the job posting is to be sent to the Union at the time of posting.
- d) All job posting shall contain the applicable position information and criteria including:
1. the duties and responsibilities of the position;
 2. required qualifications;
 3. required knowledge and skills;
 4. shifts;
 5. wage and salary range classification.

10.02 PROMOTIONS

The parties agree:

- a) with the principle of promotions within the service of the College, and
- b) that where qualifications, ability and skill are deemed equal by the College, the promotion shall be based upon service seniority.

Where an eligible applicant disagrees with the College's judgement, the applicant shall have the right to grieve the decision in accordance with Article 17.02. For the purpose of grievance only, under this Article an "eligible applicant" is defined as an employee within the bargaining unit who has successfully completed six (6) months of employment in their present position.

10.03 TRAINING PERIOD ON PROMOTION OR TRANSFER

An employee shall have the right to apply for any vacant position. When promoted or transferred, the employee shall be in a familiarization period of one (1) month. At the discretion of the College, the training period may be extended in one (1) month increments for no longer than two (2) additional months. If the employee should find the job unsatisfactory or is unable to meet the job requirements to the satisfaction of the College, the employee shall be returned to his/her former position, if possible, or to one of equal salary range.

10.04 WRITTEN INFORMATION TO EMPLOYEES

Promoted or transferred employees resulting from posted vacancies shall receive:

- a) written job description of the position (subject to Article 9.01),
- b) written notice as to any conditions attached to the promotion or transfer and as to whom the employee's supervisor will be.

10.05 WRITTEN REASON

Upon written request received within ten (10) working days of notice of rejection, a written reason shall be given to an employee not accepted for promotion or transfer.

10.06 INTERIM APPOINTMENTS

Where a grievance has been filed pursuant to this Article, the College may attempt to fill the position on a casual or temporary basis pending the disposition of the grievance.

ARTICLE 11 - SENIORITY

11.01 SENIORITY DEFINED

a) Service Seniority

Service seniority is defined as total length of service with the College as a regular employee.

b) Classification Seniority

Classification seniority is defined as total length of service of the employee within a classification grouping. (See Appendix A for classification groupings.)

c) Seniority for Present Employees

The service seniority status of those employees that are employed by the College on the date of the signing of this Agreement shall be set out in Appendix C.

The classification seniority status of those employees that are employed by the College on the date of signing this Agreement shall be set out in Appendix D. (See Appendix A for classification groupings.)

11.02 SENIORITY LISTS

The College shall maintain seniority lists, revised in January of each year, showing the date upon which each employee's service commenced. Copies of these lists shall be supplied to the Union by February 21st.

11.03 ACCUMULATION OF SENIORITY

a) Service and classification seniority shall be accrued by salaried employees on the basis of calendar months of service.

b) Service and classification seniority shall be accrued by hourly paid employees by actual hours worked, to be calculated as follows:

Months of Service = Total Hours divided by 154
rounded to the next highest month.

11.04 TRANSFER OF SENIORITY STATUS

If a temporary employee becomes a regular employee, classification seniority earned shall be deemed to be service seniority.

11.05 ACCRUED SENIORITY DURING APPROVED LEAVES

- a) Regular employees shall continue to accrue seniority to a maximum of one (1) month during an approved leave of absence and during lay-off periods. Thereafter the employee's seniority shall be maintained unless lost by reason of the provisions of Article 11.06.
- b) Temporary employees shall continue to accrue classification seniority to a maximum of one (1) calendar month during an approved period of absence and during lay-off period. Thereafter the employee's seniority shall be maintained unless lost by reason of the provisions of Article 11.06.

11.06 LOSS OF SENIORITY

- a) An employee will lose seniority rights and be removed from the seniority list if:
 - 1. the employee fails without good cause (e.g. sickness, accident) or refuses to return to work after lay-off upon being recalled, or
 - 2. the employee is discharged for proper cause, or
 - 3. the employee resigns and is not re-employed within one (1) calendar month, or
 - 4. the employee is on lay-off for a period in excess of six (6) months.
- b) A temporary employee shall lose classification seniority if there is a break in service in excess of six (6) months, in addition to the provision in Article 11.06(a).

11.07 RECALL

Definition - a calling back to fill a vacant position within the bargaining unit.

a) Recall List

In case of lay-off a Regular Employee Recall List and a Temporary Employee Recall List shall be established. Regular employees shall have the right to be listed on both lists.

b) Employee Laid-Off

An employee who has been laid-off shall expect recall to a job of the same classification. Those employees hired with a definite termination date, i.e. temporary employees, shall be put on the appropriate Recall List unless otherwise indicated by the employee.

c) Order of Recall

Employees shall be recalled to their appropriate classification in order of service seniority. Employees with the necessary qualifications, skills and abilities shall be recalled to other vacant positions according to service seniority.

d) Length of Recall

An employee shall remain on the appropriate Recall List in accordance with the provisions of Article 11.06.

e) Notice of Recall

Employees shall receive Notice of Recall by telephone or by registered mail to the last address of the employee known by the College.

f) Notice of Current Address and Phone Number

It shall be the responsibility of the employee on Recall Lists to keep the College informed of their current address and telephone number.

g) Recalled employees shall have forty-eight (48) hours from receipt of notice to reply and shall have at least fourteen (14) days to report to work.

ARTICLE 12 - LAY-OFF12.01 LAY-OFF DEFINITION

Both parties agree that job security should increase in proportion to length of service. In the event of a contemplated reduction of staff, the College shall explore possible alternatives, including career development, in an attempt to minimize the dislocation effect upon affected employees.

12.02 LAY-OFF PROCEDURE

- a) If a reduction of staff is necessary the following procedure shall be adopted within each affected work unit:
 1. Temporary employees will be laid-off first in reverse order of the classification seniority list.
 2. Probationary employees shall be laid-off second.
 3. Thereafter regular employees shall be laid-off in reverse order of service seniority.
- b) If the lay-off of regular employees will exceed four (4) weeks then employees with service seniority may displace less senior employees providing they have the qualifications, abilities and skills necessary to fulfill the positions held by less senior employees.

Provisions of Transfer shall apply as per Articles 10.03, 10.05, and 26.04 (a) 2.

12.03 ADVANCE NOTICE

In the event of anticipated lay-off of regular employees, the College shall notify the Union and the employees to be laid-off in writing fourteen (14) calendar days before lay-off is to be effective.

12.04 LAY-OFF PROVISIONS

The College further agrees to:

- a) up to a maximum of ten (10) working days severance pay in lieu of a notice of lay-off period that is shorter than ten (10) working days,
- b) provide a procedure for laid-off employees who wish to continue certain benefit coverage during the period of lay-off to make the appropriate contributions to keep their coverage in force. Laid-off employees will be eligible provided they meet the requirements of Articles 11.06 and 11.07,
- c) an employee in receipt of lay-off notice may elect to take any accrued holidays prior to being considered in a lay-off status.

12.05 NOTICE OF DISPLACEMENT

Employees have fourteen (14) days from the date of lay-off notice to notify the College of their wish to exercise lay-off rights as provided by Article 12.02.

ARTICLE 13 - RESIGNATIONS13.01 RESIGNATION NOTICE

An employee shall notify the College of his/her decision to leave the employ of the College by giving written notice ten (10) working days in advance of the effective date of resignation. The employee shall receive termination pay and benefits as provided for in this Agreement.

An employee failing to give notice without proper cause shall receive termination pay and benefits as provided in the statutes of the Province of British Columbia. No additional benefit entitlement as provided for in this Agreement shall apply.

13.02 FAILURE TO REPORT FOR DUTY

An employee who fails to report for duty for five (5) consecutive working days without informing the College of the reason for his/her absence shall be presumed to have abandoned his/her position without proper notice. (See Article 13.01.)

An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there was just cause for not informing the College.

ARTICLE 14 - HOURS OF WORK14.01 STANDARD WORK DAY AND STANDARD WORK WEEK

Except as limited or modified by this Article, the standard work day shall be seven (7) working hours per day exclusive of a meal period. The standard work week shall consist of five (5) consecutive days of work, with two (2) consecutive days off.

14.02 MODIFIED WORK WEEK

It is agreed that the College may introduce modified work week scheduling which shall alter the maximum number of hours worked per day and/or number of hours worked in any standard work week provided there is acceptance by the affected employee(s) and provided the total hours worked bi-weekly does not exceed seventy (70) hours. Where such modified work week arrangements are mutually acceptable to the parties, restrictive overtime provisions shall be waived.

14.03 RELIEF PERIODS

An employee shall be entitled to one paid relief period of fifteen (15) minutes for each continuous 3-1/2 hours worked excluding meal breaks.

14.04 WORK WEEK DEFINITION

- a) The work week shall be understood to begin at 12:01 a.m. Sunday and shall end 12:00 midnight Saturday following.
- b) The normal work day shall be between the hours of 7:00 a.m. and 9:00 p.m.

14.05 MEAL PERIOD

An employee shall have the right to take one (1) continuous break for meals approximately in the middle of any shift of no less than thirty (30) minutes and not more than one (1) hour. Providing the departmental requirements are met the time of the meal period shall be at the employee's convenience. In departments where complex scheduling is required, the department head or designate will make the schedule after the employees have submitted their preferences.

14.05 Cont'd

If an employee is required by the College to remain at the place of work during a normal meal period and the employee is unable to reschedule this time the employee will be compensated for the time lost at applicable overtime rates.

14.06 REGULAR WORK WEEK AND WORK DAY

- a) Regular work week shall mean an employee's regular scheduled work week.
- b) Regular work days shall mean an employee's regular scheduled work day and/or hours of work.

14.07 SPLIT SHIFTS

Where there is an incumbent employee, there shall be no split shifts unless mutually agreed upon by the employee, the College and the Union.

14.08 POSTING OF SHIFT SCHEDULES

Shift schedules for regular employees will be posted seven (7) days before the effective date.

14.09 SHORT CHANGEOVER

If shifts are scheduled so that there are not ten (10) hours between the end of an employee's shift and the start of the employee's next shift, overtime rates shall apply to hours worked on the succeeding shift which fall short of the ten hour minimum, with a guaranteed minimum three and one-half (3-1/2) hours of the second shift to be paid at overtime rates.

14.10 SHIFT DIFFERENTIAL

Shift differential of thirty-five (35) cents per hour shall be paid for all hours worked, which fall outside the normal work day (as per Article 14.04(b)).

ARTICLE 15 - OVERTIME

15.01 DEFINITION

- a) Overtime means any working hours on duty in excess of the normal seven (7) hour working day and/or thirty-five (35) hour working week.
- b) Straight time means the regular rate of remuneration.
- c) Time-and-one-half means one-and-one-half times the straight time rate.
- d) Double time means twice the straight time rate.
- e) Compensating time off means the product of overtime hours worked times the applicable overtime factor.

15.02 RIGHT TO REFUSE OVERTIME

All overtime shall be voluntary, except as required by the College under serious emergency circumstances. Employees may refuse overtime individually except as noted above without being subject to disciplinary action, but there shall be no concerted refusals of overtime.

15.03 OVERTIME COMPENSATION

All overtime must have the prior authorization of a College administrator.

- a) Effective on the day of signing this Agreement the first four (4) hours per day or eight (8) hours per week worked in excess of seven (7) hours per day or thirty-five (35) hours per week shall be compensated at a rate of time-and-one-half.
- b) All overtime hours worked in excess of (a) above in any work week shall be compensated at the rate of double time.
- c) An employee who works on a regular scheduled day of rest after a five (5) day work week, shall be compensated at the rate of double time for all hours worked on that day.

15.03 Cont'd

- d) An employee who is on a modified work week schedule and who works on a day of rest shall be compensated according to the overtime formula established in paragraphs (a) and (b) above for the first day of rest worked. If any further work is required of the employee which prevents two consecutive days off for the employee, hours worked on the second and third days of rest shall be compensated as in Article 15.03(c).
- e) An employee who works a designated statutory holiday as defined in Article 19.01 shall receive normal compensation for all hours worked on that day and receive additional compensation at the rate of double time for all hours worked. The statutory holiday shall not be rescheduled.
- f) The College shall determine whether an employee shall receive pay for overtime compensation or equivalent compensating time off in lieu of being paid at the time the overtime is authorized.
- g) An employee may accumulate no more than seventy (70) hours of overtime. The employee who has accumulated seventy (70) hours of overtime must then elect to reduce the accumulated hours by taking payment at the applicable hourly rate, or by taking compensating time off at a time mutually agreed upon by the employee and the College. A maximum of thirty-five (35) hours of compensating time off may be taken with the employee's annual vacation.
- h) Compensating time off must be taken at the earned rate of pay. The College further agrees to show all banked overtime in hours and gross dollar amounts.

15.04 CALL OUT PROVISIONS

Where an employee has left the College after the regular scheduled working day and arrangements for the employee to work overtime have not been made and the employee has been called back to work, the employee shall receive a minimum of four (4) hours overtime, provided the employee commences work. Where the employee does not commence work, the employee shall receive a minimum two (2) hours overtime. Where an employee has not left after the regular working hours or arrangements have been made for reporting back to work at a specific time, this call out provision shall not apply.

15.05 OVERTIME MINIMUM

A minimum of one (1) hour of overtime shall be paid for any authorized overtime worked under one (1) hour.

15.06 OVERTIME BREAKS

All employees who are requested to remain at work for a period of two (2) hours or more beyond their regular working hours shall receive a one-half hour break. The break may be taken before, during or after the overtime period.

ARTICLE 16 - DISCHARGE, SUSPENSION AND DISCIPLINE

- 16.01 No employee shall be disciplined, suspended or discharged except for just cause. An employee shall be suspended or discharged for disciplinary reasons only upon the written authority of a member of administration of the College.

When an employee is reprimanded for conduct which if repeated may be grounds for discharge, or suspension, the employee shall be given the reason for the action verbally at the time of the reprimand and a confirmation will then be given in writing to the employee within two (2) working days following the reprimand.

When an employee is discharged or suspended, the reason for this action shall be given verbally at the time of the discharge or suspension, and a written confirmation will then be given in writing to the employee within two (2) working days following the discharge or the suspension.

An employee may be discharged for just cause upon the written authority of a member of administration; however, if an employee, other than probationary, is to be dismissed, they will be counselled ten (10) working days prior to notice of dismissal and asked to demonstrate cause why they should not be dismissed, except in cases of gross misconduct or theft where dismissal shall be immediate. A non-probationary employee shall be entitled to ten (10) working days notice or pay in lieu of notice upon discharge.

16.02 RIGHT TO GRIEVE

An employee considered by the Union to be wrongfully or unjustly disciplined, suspended, discharged or reprimanded, shall be entitled to recourse under the grievance procedure in accordance with Article 17 of this Agreement.

16.03 UNJUST CAUSE

If, as a result of the grievance procedure, it is found that an employee has been discharged, suspended or disciplined, for unjust cause, the decision or award which results from the grievance procedure shall be carried out.

16.04 DOCUMENTATION

An employee shall be given a copy of any College originated document placed in the employee's personnel file(s) which might be the basis of disciplinary action.

ARTICLE 17 - ADJUSTMENT OF COMPLAINTS

- 17.01 The College shall appoint and maintain a three member committee from members of administration to be called the Labour Committee, one member of which shall be designated as Chairman. The College shall, at all times, keep the Union informed of the individual membership of the Committee.

The Union shall maintain a three member Grievance Committee, comprised of members of Local #5, one member of which shall be designated as Chairman. The Union shall, at all times, keep the College informed as to the individual membership of the Committee.

The Grievance Committee or its representatives shall, as the occasion warrants, meet with the Labour Committee or its representatives for the purpose of discussing and negotiating a settlement of any grievance arising between the College and an employee, or any dispute arising between the College and the Union.

Where a decision has been made by the Union and the College on a grievance, a memorandum shall be made of any agreement reached and shall be initialled by all members present, and copies shall be circulated to the Stewards, the Union, and to the College administration.

17.02 GRIEVANCE PROCEDURE

For the purpose of this Agreement, grievance shall mean any disagreement or dispute arising between the parties to this Agreement concerning the interpretation, application, administration, operation or alleged violation of this collective agreement. A violation of this collective agreement includes any question as to whether a matter is arbitrable, whether between the College or any employee bound by this Agreement, or between the College and the Union. Such questions or differences shall be settled conclusively in the following manner, except that a grievance of all or more than one employee within a department shall go directly to Step 3, a grievance of all or more than one employee in more than one department shall go directly to Step 4.

17.02 Cont'd

To be considered timely, an employee and/or the Union must raise a grievable matter within thirty (30) days of the occurrence of the alleged grievable act except in the case of a promotion, transfer, or new hire grievance where the time limit shall be five (5) working days from receipt of written notice to the aggrieved employee by the College, or ten (10) working days from request if no notice is forthcoming.

a) STEP 1:

An employee who has a grievance shall first go to the supervisor directly in charge of the work unit. The employee may be accompanied or represented by a Steward or a representative of the Union. The supervisor shall be given an opportunity to answer the complaint verbally. Unless otherwise mutually agreed the parties involved shall be given the maximum of five (5) working days to solve the grievance.

STEP 2:

If the grievance is not satisfactorily resolved as set out in Step 1, the employee and the Steward or Union representative shall submit two (2) copies of the grievance, in writing, to the supervisor. Within five (5) working days following receipt of this grievance, the supervisor shall give one copy with his written answer to the Steward concerned and shall deliver the second copy to the head of the work unit. If the head of the work unit is a supervisor as in Step 1, Step 3 shall be omitted and the grievance with the supervisor's written answer shall be sent to the Union Grievance Committee and the College Labour Committee.

STEP 3:

Within five (5) working days following receipt of the written answer provided for above, the Steward and/or Union representative shall meet and discuss the grievance with the head of the work unit or his representative, in an effort to resolve the grievance.

STEP 4:

If the grievance is not resolved within five (5) working days of Step 3, it should be referred to the Union Grievance Committee and the College Labour Committee. These committees shall be given ten (10) working days in which to resolve the grievance.

17.02 Cont'd

- b) In the event that no settlement of the grievance is reached in Step 4, as provided above, then either party may, within five (5) working days following the expiry of the ten (10) working days set out in Step 4, above, signify in writing to the other party the continuing nature of the dispute and serve notice of intention to invoke either the Early Intervention procedure as hereinafter set out in 17.04 (Early Intervention) or Arbitration as hereinafter set out in 17.05 (Arbitration).
- c) The time limits prescribed for the performance of any act in the grievance procedure may be extended by mutual written consent of the parties. It is further agreed by both parties that failure by the Union to comply with the time limits specified in this section (17.02) shall render the grievance untimely. That grievance shall be considered abandoned. It is also agreed that failure by the College to comply with the time limits shall advance the grievance to the next step.
- d) Except in the circumstance of the immediate suspension, or dismissal, by mutual arrangement with the employee's supervisor, an employee shall be permitted the necessary time-off without loss of pay and benefits to attend to the adjustment of the grievance and may be present at any step in the grievance procedure so requested by either party.

17.03 UNJUST DISMISSAL/CLASSIFICATION DISPUTES

Grievances arising out of unjust dismissal, failure of the Classification Review Committee to resolve classification disputes, and promotion and transfer disputes shall commence the grievance procedure at Step 4.

17.04 EARLY INTERVENTION

- a) Where a difference arises between the parties relating to the dismissal, discipline, or suspension of an employee, or to the interpretation, application, operation, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the collective agreement, a person selected in rotating order from the names listed in Appendix F, or a substitute agreed to by the parties, shall at the request of either party -

17.04 Cont'd

- i) investigate the difference;
 - ii) define the issue in the difference; and
 - iii) make written recommendations to resolve the difference within five (5) days of the date of receipt of request; and, for those five (5) days from that date, time does not run in respect of the grievance procedure.
- b) A person selected under this section, upon mutual request of the parties, may make a binding decision in regard to the difference in a manner consistent with the principles and procedures set out in 17.05 (Arbitration).
- c) Each party to the Early Intervention Procedure shall pay its own expenses and costs and one-half (1/2) of the compensation and expenses of the Early Intervention person and of stenographic and other expenses of the Early Intervention Procedure except if, according to Section 112 of the Labour Code of British Columbia, the Minister of Finance authorizes payment towards this procedure in which case the share shall be one-third (1/3) each.

17.05 ARBITRATION

The Arbitration Board shall consist of one member who shall be selected in rotating order from the names listed in Appendix F.

- a) The Arbitration Board may determine appropriate procedures in accordance with the Labour Code of British Columbia and shall give full opportunity to all parties to present evidence and make representations. The Arbitration Board shall hear and determine the dispute or allegation and shall make every effort to render a decision within reasonable time.

b) Decision of the Arbitration Board

The decision of the Arbitration Board shall be final and binding on both parties. The Arbitration Board shall not make any award contrary to the conditions or articles of this Agreement, or in amendment to this Agreement.

c) Expenses of Arbitration

Each party to the arbitration shall pay its own expenses and costs of arbitration and one-half (1/2) of the compensation and expenses of the Arbitration Board and of stenographic and other expenses of the Arbitration Board.

ARTICLE 18 - CAREER DEVELOPMENT

18.01 PURPOSE OF CAREER DEVELOPMENT

The parties recognize the need to provide employees with the opportunity for career development by enabling them to prepare for promotional advancement and to improve their present skills. The provisions of the article are intended to assist employees in maintaining and improving skills and/or to assist in preparing them for foreseeable jobs within the College.

18.02 TRAINING LEAVE

When the College requires an employee to further his/her job related training, the College will grant leave with pay to such employees to allow them to take courses, training, or seminars provided such leave is for the employee's regularly scheduled hours of work. The College may also grant leave with pay for authorized training leave. The College shall also reimburse the employee for such travelling, subsistence, and other related expenses as previously approved by the College. The employee shall not be required to make up any time missed from work to participate in such training and development.

18.03 SUPPORT FOR JOB RELATED TRAINING

When the College requires or authorizes an employee to enroll in a course, training program, or seminar, for the purpose of advancing the employee's job related skills, the College shall bear the cost of such course, training program, or seminar, including tuition, entrance or registration fee, laboratory fees, and course required books, upon satisfactory completion of the portion of the course for which authorization has been granted. For the purpose of this section, the normal authorization period for an approved College course shall be the equivalent of one semester in duration, however, the specific length of the course approval period shall be stated in the written authorization at the time of granting of approval.

18.04 COLLEGE COURSES

Employees shall be exempted from tuition fees for all College courses providing that:

- a) they are not one of the minimum number required to ensure "go" status of the course,
- b) there is a vacant seat for the employee on the first day of class.

ARTICLE 19 - STATUTORY HOLIDAYS19.01 PAID STATUTORY HOLIDAYS

The College shall grant as paid statutory holidays: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and all other such holidays as declared by the City of Prince George, Province of British Columbia, or Government of Canada.

19.02 HOLIDAYS FALLING ON A SATURDAY OR SUNDAY

When any paid holiday (as per Article 19.01) falls on a Saturday, the following Monday shall be observed. When any paid holiday falls on a Sunday, the following Monday or Tuesday, where the preceding section already applies to the Monday, shall be observed. Except in the case of an employee who is working a modified work week (14.02) when a paid holiday falls on an employee's day off, the College shall give the employee a day off in lieu with pay at a mutually agreeable time.

19.03 EMPLOYEES REQUIRED TO WORK ON A PAID HOLIDAY

An employee who works on a paid holiday shall be compensated as per Article 15.03 (e).

19.04 PAID HOLIDAY DURING VACATIONS

When a day of paid holiday falls during an employee's vacation time, the paid holiday shall not count as a day of vacation nor as a day worked. The employee may reschedule that day of vacation time to coincide with their vacation or at some other mutually agreeable time.

19.05 PAYMENT FOR STATUTORY HOLIDAYS

Regular employees shall not have their pay reduced by virtue of holidays specified in Article 19.01. Other employees, if they have worked the last scheduled day before and the day after the paid holiday, shall receive holiday pay based on the number of scheduled hours in the previous month as specified in the employee's hiring form, divided by the number of days of scheduled work, times the hourly equivalent rate for the employee.

19.06 COLLEGE HOLIDAY

A College Holiday is any day other than a Saturday, Sunday, or statutory holiday on which the College is closed by resolution of College Council.

An employee required to work a College Holiday shall be paid at the applicable overtime rates (Article 15.03(e)).

ARTICLE 20 - VACATIONS

20.01 FISCAL YEAR

For the purpose of computing vacation entitlement "Fiscal Year" means the twelve month period from April 1st of one year to March 31st of the year following inclusive. The vacation year for existing employees will not be adjusted.

20.02 VACATION ENTITLEMENT FOR NEW EMPLOYEES

In the initial incomplete fiscal year an employee shall be entitled to a vacation with pay on the following basis: complete months of service from anniversary date (26.05) to March 31st divided by 12, times the number of days annual vacation entitlement.

20.03 ANNUAL VACATION ENTITLEMENT

- a) Regular full-time employees on staff at date of signing shall continue to receive the vacation entitlement pertaining to their position as designated in the Personnel Policies - Non-Teaching Staff April 1/74, p.2.
- b) Except as provided in (a) regular full-time employees shall be granted vacation with pay on the following basis:
 1. Three (3) weeks upon completion of first fiscal year.
 2. Four (4) weeks upon completion of fifth fiscal year.
- c) All other employees working less than a thirty-five (35) hour week or for less than twelve (12) months, will not be entitled to the vacation outlined above, but to pay for the vacation period on a pro rata basis as per (b) above, according to the actual hours worked in the calendar year.

20.04 VACATION SCHEDULES

The employee in a department will recommend a vacation schedule each year. The schedules shall be submitted to the department head for approval. By May 30th of each year, each department head will inform the Bursar's Office of the vacation schedule of that department.

20.05 SPLIT VACATIONS

Where an employee wishes to split a vacation period, any other choice of vacation time shall be made only after all other employees concerned have made their initial selection.

20.06 VACATION RELIEF

Where vacation relief is required, the College will attempt to give existing employees the opportunity to substitute in higher paying positions providing the employee has the necessary skills to perform the higher paying position without undertaking additional training.

20.07 PAY CHEQUES

Employees may, upon giving one pay period notice, receive on the last working day preceding commencement of their vacation, any cheques which would normally fall due during the period of their vacation.

ARTICLE 21 - SICK LEAVE

PREAMBLE - For the purpose of this article, day shall mean seven (7) working hours.

21.01 PROOF OF ILLNESS

Where an employee is absent through illness, the employee must advise the appropriate College department.

On return after absence of five (5) days or longer, a proof of illness may be requested by the College. The proof of illness may take the form of a medical certificate.

If an employee has repeated absences of a short term duration, he/she may be advised that proof of illness will be required for future absences.

21.02 SICK LEAVE ALLOTMENT

A regular full-time employee shall accumulate sick leave credits on the basis of one-and-one-half (1-1/2) days per month. Part-time employees shall accumulate sick leave credits on the proportionate basis to full-time based upon the actual hours worked in a calendar month.

Employees may accumulate up to one hundred and twenty (120) working days sick time.

21.03 SICK LEAVE PAYMENT

Sick leave credits may only be used for illness. Upon completion of an employee's probationary period, accumulated sick leave credits shall be applied to absences for illness. In the event an employee's absence exceeds the accumulated sick credits the employee will be placed on leave of absence without pay for the duration of the illness or twelve (12) months, whichever occurs first. After twelve (12) months and within ninety (90) days thereof the employee may request his/her name to be placed on the Recall List.

21.04 CONVERSION

The College agrees that an employee may utilize accumulated vacation and/or compensating time if sick leave credits have expired.

21.05 LONG TERM ILLNESS

Should a regular full-time employee have a single illness exceeding ninety (90) days duration, the benefits of the Long Term Disability plan outlined in Article 27.02 (d) of this Agreement shall apply.

21.06 STATUS REPORT

The College agrees to supply each employee with an annual report of outstanding accumulated sick leave.

ARTICLE 22 - BEREAVEMENT AND OTHER LEAVE22.01 BEREAVEMENT LEAVE

In the case of bereavement in the immediate family a regular employee not on leave of absence without pay shall be entitled to special leave at the employee's regular rate of pay, from the date of death to and including the date of funeral with, if necessary, an allowance for immediate travelling time. Such leave shall normally not exceed three (3) working days. Any additional leave shall be without pay, or as a charge to earned time off or vacation time.

Immediate family is defined as an employee's or spouse's parent, spouse, child, brother, sister, grandparent, grandchild, and common-law partner.

22.02 LEAVE FOR COURT APPEARANCES

- a) The College shall grant leave to an employee who must serve as juror at a court action. The employee shall be compensated for any loss in regular pay incurred as a result of jury duty.
- b) In cases where the employee's private affairs have occasioned a court appearance, a leave of absence without pay shall be granted for a period of time required for such court appearance.
- c) In the event an employee is jailed pending a court appearance such leave of absence shall be without pay.

22.03 ELECTIONS

An employee eligible to vote in a Federal, Provincial or Municipal election or referendum shall have four (4) consecutive hours during the hours in which the polls are open in which to cast a ballot. The College will designate the time of day in which the four (4) hours may be taken.

22.04 GENERAL LEAVE

- a) Employees may request leave of absence without pay. Such request for leave shall be in writing to the department head.
- b) In the event of a personal emergency, such as a sudden notification of a serious family illness, which prevents the application for leave to be made in writing, the employee will make every effort to personally advise the College, or shall have the College advised, of the reasons for emergency absence which the employee wishes to have treated as general leave.
- c) Leave granted pursuant to this clause of less than one (1) month's duration shall not affect the employee's service seniority entitlement.

ARTICLE 23 - MATERNITY LEAVE23.01 MATERNITY PROVISIONS

The provisions of the Maternity Protection Act will apply. An employee shall qualify for maternity leave under the following provisions:

- a) The period of maternity leave shall be from nine (9) weeks before the expected day of confinement to no later than six (6) months after the birth of her child.
- b) Provided the employee has completed one (1) year of regular employment, for the period approved subject to (a) above, the College shall maintain existing coverage for medical, extended health, dental, and group life insurance.

Upon granting an extension of a maternity leave, subject to 23.02, a procedure will be provided for the employee to continue fringe benefits at her own expense.

- c) The parties agree that any job position vacancy(ies) created by the granting of a maternity leave shall be filled by appointment or promotion without posting on a temporary basis unless the initial leave is granted in excess of four (4) months in which case the vacancy(ies) shall be posted. Temporary status shall continue until the expiry of the time permitted herein for the return of the employee on leave, or until the employee on leave has given notice in writing that she is not returning to that position within the time permitted.

Where the employee on leave returns to the position within the prescribed time limit, she shall resume her prior job position with all wages, benefits and seniority as determined by this Agreement.

All employees who have assumed a temporary position in consequence of maternity leave shall be returned to their prior job position with all wages, benefits and seniority as determined by this Agreement.

23.02 EXTENSION OF MATERNITY LEAVE

Maternity leave shall be extended for up to an additional six (6) months where a doctor's certificate is presented certifying that for medical reasons, the health of either the mother or infant dictates such an extension.

ARTICLE 24 - SAFETY AND HEALTH24.01 CONDITIONS

The Union and the College agree that regulations made pursuant to the Workers' Compensation Act, the Factories Act or any other statute of the Province of British Columbia pertaining to the working environment shall be fully complied with.

24.02 PROTECTIVE CLOTHING

The College shall provide protective clothing for any job which requires it at no cost to the employee.

24.03 MAINTENANCE OF WORK CLOTHING

It shall be the College's responsibility that clothing issued under Article 24.02 of this document is maintained, cleaned and replaced as necessary at no cost to the employee.

ARTICLE 25 - TECHNOLOGICAL CHANGE

25.01 DEFINITION OF TECHNOLOGICAL CHANGE

Where the College introduces or intends to introduce a technological change that:

- a) affects the terms or conditions or security of employment of a significant number of employees within the bargaining unit and,
- b) alters significantly the basis on which this Agreement was negotiated,

a technological change shall have occurred.

The term "technological change" as further defined in Section 78 of the Labour Code of British Columbia, and for the purpose of this Agreement, shall mean:

1. the introduction by an employer of a change in his work, undertaking, or business, or change in his equipment or material from that equipment or material previously used by the employer in his work, undertaking, or business, or;
2. a change in the manner in which an employer carries out his work, undertaking, or business relating to the introduction of that material or equipment.

25.02 NOTICE

The College will provide the Union with three (3) months notice of intention to introduce technological change as defined in 25.01 of this Agreement.

25.03 RETRAINING

- a) Employees becoming redundant due to technological change as defined in 25.01 shall be retrained to qualify for a new position or an existing vacant position, if retraining for such position shall be accomplished within three (3) months. By mutual agreement the time may be extended.

25.03 Cont'd

- b) Cost of the retraining shall be the responsibility of the College and the employee shall not be paid at a lower salary while retraining.
- c) In the event that the College cannot retrain an employee under (a) and (b) above, the affected employee shall receive one month's severance pay for the first five (5) years of service and one additional month's pay for every year of service thereafter up to a maximum of six (6) months' pay.

ARTICLE 26 - SALARIES26.01 SALARIES - NOVEMBER 1, 1976

Effective November 1, 1976, the existing salary schedules for employees within the bargaining unit shall be adjusted by 8%, less the cost of 27.02, to the nearest whole dollar.

26.02 SALARIES - NOVEMBER 1, 1977

On November 1, 1977, the salary schedule (See Appendix A) shall be adjusted by 6% to the nearest whole dollar.

26.03 SALARY RANGE STEP ADJUSTMENT

The College shall determine the appropriate step in the salary range for new employees hired after the signing date of this Agreement.

Advancement within the salary range shall be based on the College's assessment of merit. Where an advancement within the range is to be made it shall be effective on the employee's anniversary date of employment in the year of determination.

26.04 RATE OF PAY ON PROMOTION OR TRANSFER

- a) 1. In the event an employee is promoted to a higher rated position, the employee shall move to a step of the new pay group which is immediately above the salary received in the former pay group.
2. In the event an employee is transferred to a lower rated position, the employee shall move to the same step of the new pay group as the employee occupied in the former pay group.
- b) A promotion or transfer will not affect an employee's anniversary date, service seniority or entitlement to fringe benefits.

26.05 ANNIVERSARY DATE

The anniversary date for a regular employee shall be the employee's service seniority date adjusted to the nearest first day of the month. The anniversary date for a regular employee would normally be twelve (12) calendar months after the nearest first day of the month to the employee's service seniority date, unless otherwise affected by the provisions of this Agreement.

ARTICLE 27 - FRINGE BENEFITS

27.01 FRINGE BENEFITS FOR REGULAR FULL-TIME EMPLOYEES

Unless a regular full-time employee has demonstrated acceptable coverage for the following fringe benefits from another source, these fringe benefits shall be mandatory, upon completion of the probationary period:

a) Medical Services Plan of B.C.

The College and the employee shall contribute equally to the monthly premiums for this coverage and the College shall deduct the employee's contribution monthly. Coverage and eligibility shall be governed by the terms of the plan.

b) MSA Dental Plan and Extended Health Plan

The College shall pay 100% of the premium for coverage of these plans. Coverage and eligibility shall be governed by the terms of these plans.

c) Group Life Insurance and Accidental Death and Dismemberment

The College shall pay 75% of the premiums for the coverage afforded by the plan. The College shall deduct 25% of the monthly premium. Coverage and eligibility shall be governed by the terms of the plans.

d) Long Term Disability

The College shall pay 75% of the premiums for coverage afforded by the plan. The College shall deduct 25% of the monthly premiums. Coverage and eligibility shall be governed by the terms of the plan.

27.02 FRINGE BENEFITS FOR REGULAR PART-TIME EMPLOYEES

Regular part-time employees, who work thirty (30) or more hours per week, may participate in the following fringe benefits at the same rate as regular full-time employees (see 27.01):

Medical Services Plan of B.C.
MSA Extended Health Plan
MSA Dental Plan

27.03 COVERAGE REQUIRED BY LAW

The College shall deduct such sums that are required by law and make such contributions on behalf of the employees as legislation binding upon the College may require. Examples are: Unemployment Insurance, Canada Pension Plan and Municipal Superannuation Plan where applicable.

27.04 EMPLOYEE'S RESPONSIBILITY FOR BENEFIT COVERAGE

It is understood and agreed that it is the responsibility of the employee to become familiar with details of coverage and requirements for eligibility of the benefit plans referred to in this Article and that neither the Union nor the College has responsibility for ensuring that all requirements for eligibilities or conditions of coverage or entitlement to benefits are met by the employee beyond the obligations specifically stipulated in this Agreement.

The College and the Union will make every effort to provide promptly any information regarding the plans available to any employee requesting it.

ARTICLE 28 - GENERAL CONDITIONS28.01 NO PYRAMIDING

The Union agrees that if an employee voluntarily holds more than one position within the College, whether the additional position is held as a member of the bargaining unit or otherwise, the employee cannot compound the positions held or the related working hours for purposes of claiming entitlement to overtime; changes in employment status; accrual of working hours for purposes of determining seniority, lay-off or recall positions; overtime compensation; call out compensation; sick leave entitlement; or any other benefit entitlement.

28.02 ABSENCE WITHOUT LEAVE

If an employee is absent without having notified the department head, such absence may be treated by the College as just cause for discipline.

Repeated absence without leave shall be just cause for termination.

28.03 LEAVE OF ABSENCE WITHOUT PAY

When leave of absence without pay extends over five (5) weeks, for any reason other than illness or maternity, the anniversary date (26.05) for that employee shall first be delayed for one (1) month.

The anniversary date shall then be delayed one (1) further month for each additional full month that the leave of absence without pay is extended.

28.04 LABOUR CODE EXCLUSION

The parties expressly agree that the operation of Section 96.1 of the Labour Code of British Columbia is specifically excluded.

28.05 EMPLOYEE APPOINTMENTS

- a) At the time of employment and appointment, the employee and the College will acknowledge on a hiring form amongst other things:
 - 1. the starting date of the employment of the employee;
 - 2. term of appointment or whether the term is definite or indefinite;
 - 3. the regular scheduled hours and days to be worked per week;
 - 4. the position for which the employee is hired;
 - 5. subject to the provisions of Article 14, whether or not week-end work and/or rotating shift work will be a requirement of the hiring, in which event the College will attempt to stipulate when the week-end and/or rotating shift work required will commence.
- b) The hiring form above described will be used for determining the category of employment for the purpose of this Agreement.

28.06 POLITICAL ACTIVITY

The College agrees not to apply restrictions for employees who wish to engage in political activities on their own time.

28.07 ACCESS TO COLLEGE PERSONNEL FILES

Each employee shall, upon giving reasonable notice in writing, have access during regular business hours to all his/her personnel files, as compiled by the College and/or its officers, as these files are related to the individual's employment.

ARTICLE 29 - DURATION OF AGREEMENT

29.01 TERM OF AGREEMENT

Except where otherwise expressly provided herein, this Agreement shall be in force effective from August 20, 1977 until midnight October 31, 1978.

Either party to this Agreement may, not more than three (3) months and not less than one (1) month, prior to November 1, 1978 present to the other party, in writing, proposed terms of a new or further Agreement and/or amendments to this Agreement.

29.02 CONTINUATION OF PRESENT AGREEMENT

In the event that a new or further Agreement is not entered into by the parties on or before the first day of November, 1978, this Agreement will continue in force and effect until:

- a) the Union commences a strike; or
- b) the College commences a lockout; or
- c) the parties enter into a new or further Agreement.

IN WITNESS WHEREOF the College Council has caused these presents to be sealed with the seal of The College of New Caledonia Council, Prince George, B.C. and signed by the Chairman and the Bursar of the College Council and The Association of University and College Employees, Local #5 has caused these presents to be executed under the hands of its proper officers duly authorized in that behalf, this

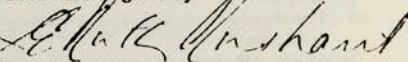
20th day of August A.D. 1977.

SIGNED, SEALED AND DELIVERED BY
THE ASSOCIATION OF UNIVERSITY
AND COLLEGE EMPLOYEES, LOCAL #5,
in the presence of

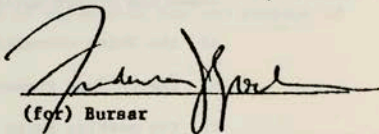


President, The Association of
University and College
Employees, Local #5

SEALED WITH THE SEAL OF THE
COLLEGE OF NEW CALEDONIA
COLLEGE COUNCIL, Prince George,
B.C. and signed by



Chairman, The College of New
Caledonia Council


(for) Bursar

APPENDIX "A"

			<u>POSITION</u>
<u>SALARY RANGE</u>	<u>SALARY GROUP</u>	<u>CLASSIFICATION</u>	<u>TITLE</u>
A	1	Clerk I	Cafeteria Assistant
A	2	Clerk II	Faculty Typist Receptionist Receptionist/Cashier Printroom/Bookstore Asst. Library Assistant I Student Services C.E.S. Clerk Student Services Admissions Clerk Key punch Operator
A	3	Clerk III	Bookkeeper/Typist Payroll Clerk Accounts Payable Clerk Bookstore Clerk Printroom Clerk Library Assistant II Gymnasium-Equipment Clerk Student Services Cashier Student Services Records Clerk
A	4	Clerk IV	Accounting Clerk Secretary to the Dean Library Assistant III Tool Room Attendants Cafeteria Manager C.E.S. Clerk Steno
A	5	Clerk V	
A	6	Clerk VI	
B	1	Technician	A/V Technician Biology Technician Forestry Technician
C	1	Programmer/Analyst I (Junior-Diploma)	Computer Programmer/Analyst
C	2	Programmer/Analyst II (Intermediate- Experienced Diploma)	Computer Programmer/Analyst Supervisor (Step V)
C	3	Programmer/Analyst III (Senior Degree Equivalent)	Computer Programmer/Analyst

APPENDIX "A" - Cont'd

			<u>POSITION</u>	
<u>SALARY RANGE</u>	<u>SALARY GROUP</u>	<u>CLASSIFICATION</u>	<u>TITLE</u>	
D	1	Administrative Assts.	Assistant to the Registrar Financial Aid/Placement Officer Housing/Information Officer Assistant to the Dean	
E	1	Accountant	Accountant	
F	1	Custodian	Custodian	
F	2	Maintenance Assistant	Handyman Security Guard Carpenter Driver/Warehouseman	
F	3	Journeyman Mechanic	Journeyman Mechanic	
F	4	Apprentice Mechanic	Apprentice Mechanic	
F	5	Maintenance Supervisor	Maintenance Supervisor	
G	1	Clerk of the Works	Clerk of the Works	

APPENDIX "A"SALARY RANGE A (Monthly)

Effective November 1, 1976

SALARY GROUP:

STEP	1	2	3	4	5	6
1	705.00	751.00	829.00	917.00	1021.00	1113.00
2	720.00	769.00	850.00	941.00	1051.00	1146.00
3	736.00	788.00	871.00	968.00	1084.00	1182.00
4	751.00	808.00	893.00	996.00	1113.00	1217.00
5	769.00	829.00	917.00	1021.00	1146.00	1254.00

SALARY RANGE A (Monthly)

Effective November 1, 1977

SALARY GROUP:

STEP	1	2	3	4	5	6
1	747.00	796.00	879.00	972.00	1082.00	1180.00
2	763.00	815.00	901.00	997.00	1114.00	1215.00
3	780.00	835.00	923.00	1026.00	1149.00	1253.00
4	796.00	856.00	947.00	1056.00	1180.00	1290.00
5	815.00	879.00	972.00	1082.00	1215.00	1329.00

APPENDIX "A"SALARY RANGE B (Monthly)

Effective November 1, 1976

SALARY GROUP: 1

STEP	1	951.00	6	1237.00
	2	1008.00	7	1294.00
	3	1064.00	8	1354.00
	4	1123.00	9	1417.00
	5	1180.00		

SALARY RANGE B (Monthly)

Effective November 1, 1977

SALARY GROUP: 1

STEP	1	1008.00	6	1311.00
	2	1068.00	7	1372.00
	3	1128.00	8	1435.00
	4	1190.00	9	1502.00
	5	1251.00		

APPENDIX "A"SALARY RANGE C (Monthly)

Effective November 1, 1976

SALARY GROUP:

	(DIPLOMA)	(EXPERIENCED DIPLOMA)	(DEGREE EQUIVALENT)
	<u>1</u>	<u>2</u>	<u>3</u>
STEP			
1	987.00	1199.00	1471.00
2	1040.00	1254.00	1524.00
3	1093.00	1312.00	1577.00
4	1146.00	1365.00	1630.00
5	1199.00	1418.00	1683.00

SALARY RANGE C (Monthly)

Effective November 1, 1977

SALARY GROUP:

	(DIPLOMA)	(EXPERIENCED DIPLOMA)	(DEGREE EQUIVALENT)
	<u>1</u>	<u>2</u>	<u>3</u>
STEP			
1	1046.00	1271.00	1559.00
2	1102.00	1329.00	1615.00
3	1159.00	1391.00	1672.00
4	1215.00	1447.00	1728.00
5	1271.00	1503.00	1784.00

APPENDIX "A"SALARY RANGE D (Monthly)

Effective November 1, 1976

SALARY GROUP: 1

STEP	1	2	3	4	5
	1204.00	1260.00	1317.00	1373.00	1430.00

SALARY RANGE D (Monthly)

Effective November 1, 1977

SALARY GROUP: 1

STEP	1	2	3	4	5
	1276.00	1336.00	1396.00	1455.00	1516.00

SALARY RANGE E (Monthly)

Effective November 1, 1976

SALARY GROUP: 1

STEP	1	2	3	4	5	6
	1314.00	1376.00	1438.00	1501.00	1563.00	1625.00

SALARY RANGE E (Monthly)

Effective November 1, 1977

SALARY GROUP: 1

STEP	1	2	3	4	5	6
	1393.00	1459.00	1524.00	1591.00	1657.00	1722.00

APPENDIX "A"SALARY RANGE F (Monthly)

Effective November 1, 1976

SALARY GROUP:

STEP	1	2	3	4	5
1	833.00	933.00	1377.00	65% of (3)(1)	1481.00
2	900.00	1000.00	1431.00	70% of (3)(1)	1538.00
3	966.00	1066.00	1485.00	80% of (3)(1)	1595.00
4	1033.00	1133.00	1539.00	90% of (3)(1)	1652.00
5	1100.00	1200.00	1593.00		1709.00

SALARY RANGE F (Monthly)

Effective November 1, 1977

SALARY GROUP:

STEP	1	2	3	4	5
1	883.00	989.00	1460.00	65% of (3)(1)	1570.00
2	954.00	1060.00	1517.00	70% of (3)(1)	1630.00
3	1024.00	1130.00	1574.00	80% of (3)(1)	1691.00
4	1095.00	1201.00	1631.00	90% of (3)(1)	1751.00
5	1166.00	1272.00	1689.00		1812.00

SALARY RANGE G (Monthly)

Effective November 1, 1976

SALARY GROUP: 1 STEP: 1 \$1747.00

SALARY RANGE G (Monthly)

Effective November 1, 1977

SALARY GROUP: 1 STEP: 1 \$1852.00

APPENDIX "B"

Assignment of Wages, Check-Off

Union Dues and Assessments

FROM: [REDACTED]

Name of Employee

TO: The College of New Caledonia

Until this authorization is revoked by me in writing, I hereby authorize you to deduct from my wages and to pay to the Association of University and College Employees, Local #5, fees and dues at the assessment rate and in the amounts following:

1. Initiation fees \$_____ (Initial)

2. Dues or amount in lieu of dues of \$ _____
per month, or part thereof starting with the month
of _____, 19____. I understand that
these dues will be deducted from each pay period.

(Initial)

As a signator to the above, I further authorize you to deduct from my wages and pay to the said Union such further or increased fees or dues from time to time declared to be in accordance with the Constitution and the By-laws of the said Union, of which you are notified in writing by the said Union.

I recognize that any objection that I now have, or may have in future, relative to the deductions of such fees and dues is a matter only between the Union and myself and no liability can be attached to the College of New Caledonia in consequence of any such dispute or objection.

I acknowledge that I am required to execute this assignment authorizing the deduction of the fees and dues from my wages as a condition of employment.

Signature

Social Insurance Number

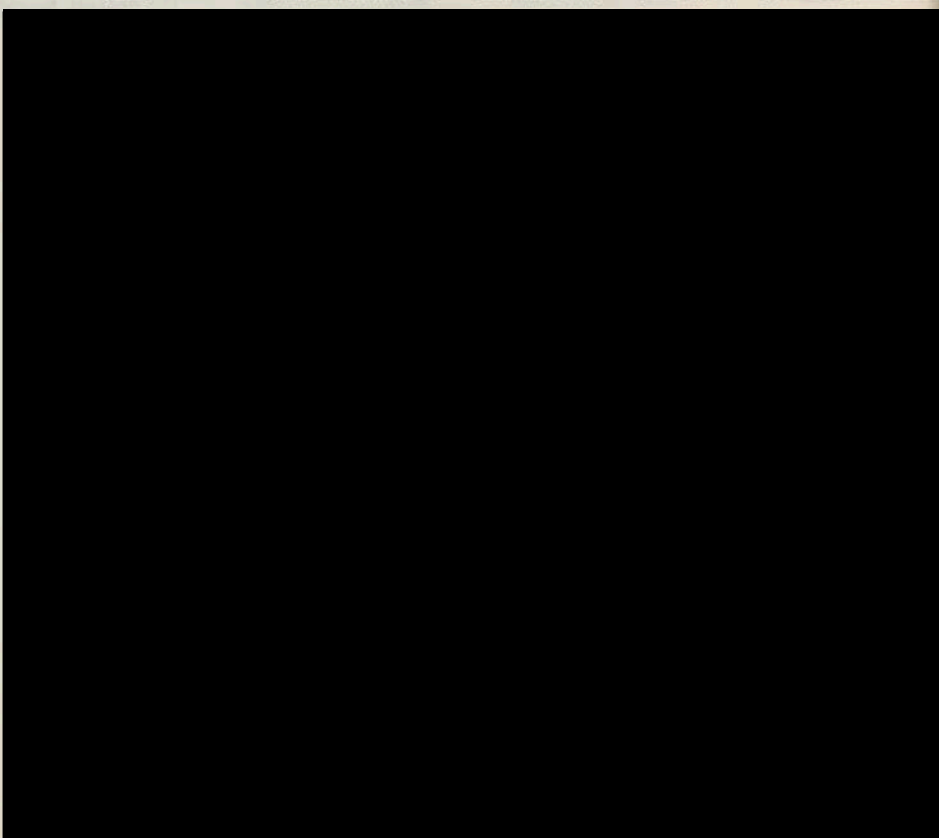
College of New Caledonia per

APPENDIX "C"Non-Teaching Staff - Full Time
Service Seniority - July 31, 1977

<u>Name</u>	<u>Current Position</u>	<u>Commencement Date</u>	<u>Increment Date</u>	<u>Total Service (To Nearest Month)</u>
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APPENDIX "C" - Cont'dNon-Teaching Staff - Full TimeService Seniority - July 31, 1977

<u>Name</u>	<u>Current Position</u>	<u>Commencement Date</u>	<u>Increment Date</u>	<u>Total Service (To Nearest Month)</u>
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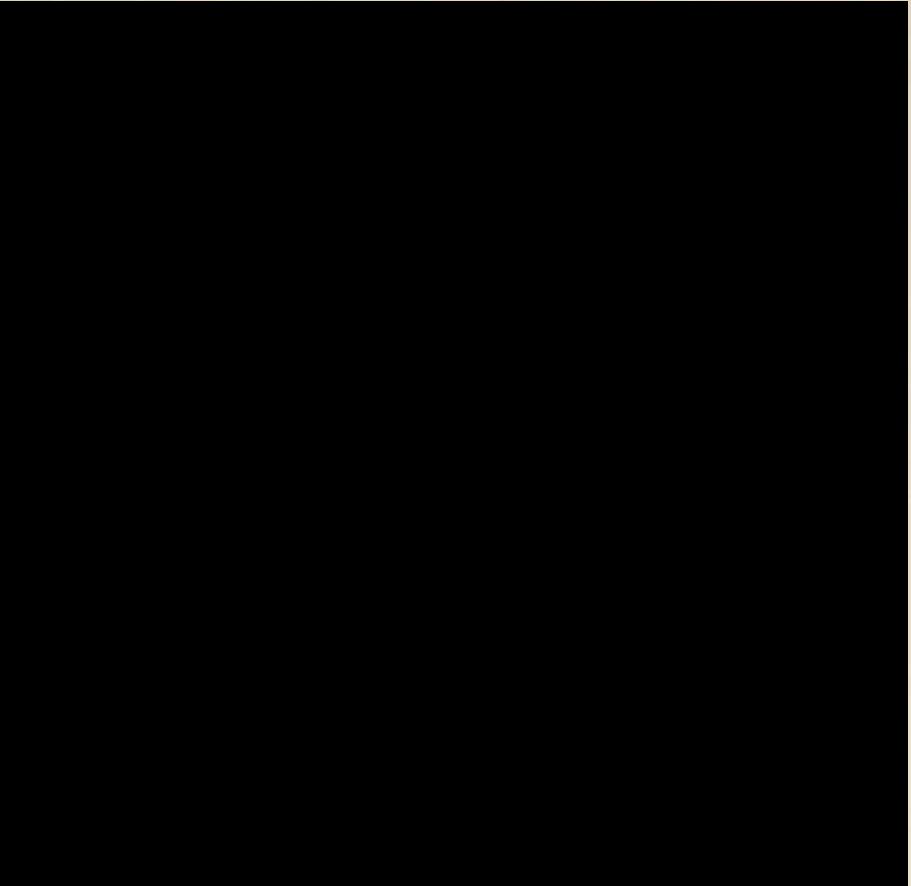


APPENDIX "D"Non-Teaching Staff - Full TimeClassification Seniority - July 31, 1977

<u>Classification</u>	<u>Position</u>	<u>Employee</u>	<u>Service</u> <u>(To Nearest Month)</u>
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APPENDIX "D" - Cont'dNon-Teaching Staff - Full TimeClassification Seniority - July 31, 1977

<u>Classification</u>	<u>Position</u>	<u>Employee</u>	<u>Service</u> <u>(To Nearest Month)</u>
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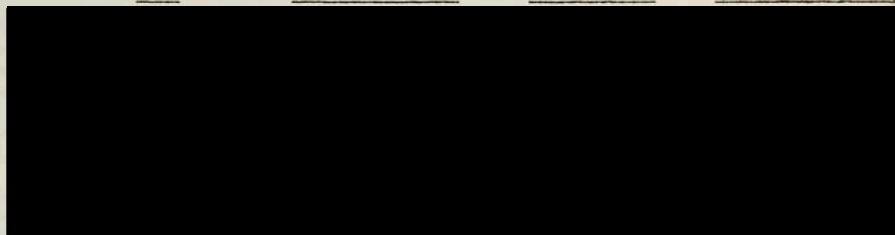


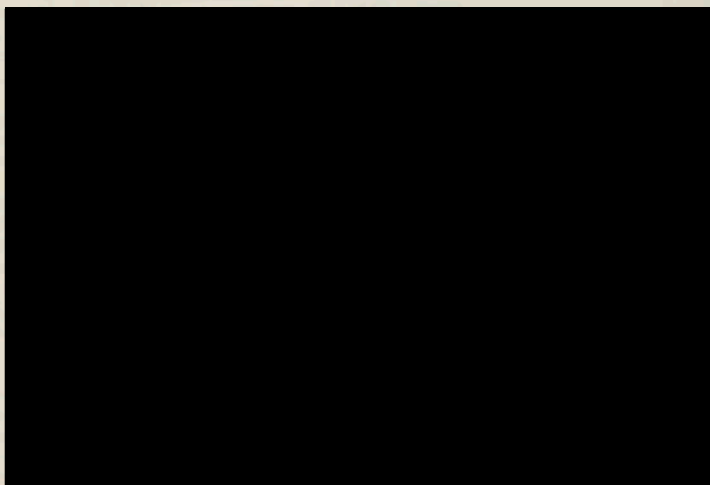
APPENDIX "b" - Cont'dNon-Teaching Staff - Full TimeClassification Seniority - July 31, 1977

<u>Classification</u>	<u>Position</u>	<u>Employee</u>	<u>Service</u> <u>(To Nearest Month)</u>
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APPENDIX "D" - Cont'dNon-Teaching Staff - TemporaryClassification Seniority - July 31, 1977

<u>Name</u>	<u>Current Position</u>	<u>Commencement Date</u>	<u>Total Service (To Nearest Month)</u>
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APPENDIX "E"Employees Entitled to Four WeeksVacation by PositionAs of July 31, 1977

APPENDIX "F"List of Arbitrators

1. The parties mutually agree to select an Early Intervention Officer from the following list, in rotating order:

2. The parties mutually agree to select the single Arbitrator from the following list, in rotating order:

COLLEGE OF NEW CALEDONIA

per:

ASSOCIATION OF UNIVERSITY AND
COLLEGE EMPLOYEES LOCAL #5

per:

Date: _____

July 20, 1977

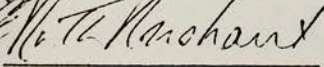
MEMORANDUM OF AGREEMENT
BETWEEN
THE COLLEGE OF NEW CALEDONIA
AND
ASSOCIATION OF UNIVERSITY AND
COLLEGE EMPLOYEES LOCAL #5

The parties mutually agree that regular full-time employees, currently employed by the College on August 20, 1977, whose job security is threatened by permanent lay-off due to the College's contracting out of duties normally performed by such employees, shall be entitled to the following provisions:

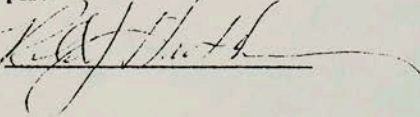
- (a) The College shall provide three (3) months' notice to the affected employee(s) and the Union of intention to contract out duties and services.
- (b) Failing successful placement of the affected employee(s) in alternate employment, either within or without the College, during the notice period in (a) above, the affected employee(s) shall receive one (1) month's severance pay for the first five (5) years of service and one (1) additional month's pay for each year of service thereafter up to a maximum of six (6) months' pay.
- (c) Regular part-time employees, currently employed by the College on August 20, 1977, whose job security is threatened by permanent lay-off due to the College's contracting out of duties normally performed by such employees, shall be entitled to the provisions of (a) and (b) above; however, severance pay shall be proportionate to the average hours worked in the preceding twelve (12) month period.

COLLEGE OF NEW CALEDONIA

per:


_____ASSOCIATION OF UNIVERSITY AND
COLLEGE EMPLOYEES LOCAL #5

per:


_____Date: 