

# AGREEMENT

This Agreement made and entered into between:

THE BOARD OF GOVERNORS OF NOTRE DAME UNIVERSITY OF NELSON

(hereinafter called "The Employer")  
of the first part

-and-

THE ASSOCIATION OF UNIVERSITY AND COLLEGE EMPLOYEES, Local No. 3  
(Notre Dame University)

(hereinafter called "The Union")  
of the second part

Whereas it is the desire of the Board of Governors of Notre Dame University and the Association of University and College Employees, Local No. 3, that efficient operation of the University be maintained and to effect this, it is important that harmonious relations be continued between the Employer and its Employees; and

Whereas the general purpose of this Agreement is to establish and maintain mutually satisfactory working conditions, hours, wages and benefits for the Employees, to maintain collective bargaining relations between the Employer and the Union and to provide machinery for the the prompt and equitable disposition of disputes; and

Whereas it is the intention of the Employer and the Union to work harmoniously to maintain the physical working areas in a condition which promotes the efficient operation of the University and to promote an industrious atmosphere;

Now therefore this Agreement presents hereafter the specific articles to which the parties mutually agree to follow.

\* \* \* \* \*

TABLE OF CONTENTS

Article One	Definitions
Article Two	Recognition of the Union
Article Three	Management Rights
Article Four	Union Security
Article Five	Stewards
Article Six	Strikes, Lockouts and Picketing
Article Seven	Non-Discrimination
Article Eight	Probationary Period
Article Nine	Employee Categories
Article Ten	Seniority
Article Eleven	Labour-Management Committee
Article Twelve	Adjustment of Disputes
Article Thirteen	Hours of Work
Article Fourteen	Overtime and Call-out
Article Fifteen	Job Evaluation
Article Sixteen	Wages
Article Seventeen	Payment of Wages
Article Eighteen	Statutory Holidays
Article Nineteen	Vacations
Article Twenty	Termination of Service
Article Twenty-one	Lay-off Procedures
Article Twenty-two	Vacancies, Promotions, Transfers
Article Twenty-Three	Employment Benefits
Article Twenty-four	Educational Benefits
Article Twenty-five	Sick Leave
Article Twenty-six	Leaves of Absence
Article Twenty-seven	Safety
Article Twenty-eight	Protective Clothing
Article Twenty-nine	Workers' Compensation
Article Thirty	Use of University Facilities
Article Thirty-one	Continuance of Existing Procedures
Article Thirty-two	Technological Changes
Article Thirty-Three	Duration of Agreement

ARTICLE ONE: DEFINITIONS

- A. "Employee" shall designate any person employed by the Employer who is covered by the Certification granted to the Union on 3 April 1974 by the British Columbia Department of Labour, except:
1. Administrative positions which are accorded management status.
  2. Managers of departments who perform administrative functions and who have rights of recommending the hiring and firing of subordinate Employees. Any change in existing management status shall be discussed and resolved by both parties to the Agreement.
  3. Positions which are confidential in nature with respect to labour relations.
  4. Positions which are designated as student jobs.
    - (a) When the creation of a job results in the reduction of non-temporary staff positions, the job in question shall be discussed and agreed upon by both parties to the Agreement.
    - (b) All new jobs in the unit designated as student jobs shall be discussed and agreed upon by both parties to the Agreement.
- B. "Session" shall designate the period of an Academic program of the University.
- C. "Member" means an Employee who is a member of the Union.

ARTICLE TWO: RECOGNITION OF THE UNION

The Union is the sole bargaining authority for all Employees of the Employer for which the Union is certified under the Labour Code of British Columbia.

ARTICLE THREE: MANAGEMENT RIGHTS

The management of the University and the direction of the working force is vested exclusively in the Employer, except as otherwise specified in this Agreement.

ARTICLE FOUR: UNION SECURITY

A. Union Membership of Present Employees

As a condition of employment, all those Employees who are members of the Union on the date this Agreement is signed shall be required to remain as Union members.

B. New Employees

Employees hired after the date this Agreement is signed shall become members of the Union within one (1) month from the date of hire.

C. Notification by the University

The Employer agrees to notify the Union, in writing, within five (5) working days, when an Employee has been hired, promoted, transferred, laid off, recalled, terminated or suspended.

D. No Conflict with Agreement

No Employee shall be required or permitted to make a written or verbal agreement with the Employer or Employer's representatives which conflicts with the terms of this Agreement.

E. Contracting Out

The Employer agrees that work or services presently performed or hereafter assigned to the bargaining unit shall not be sub-contracted, transferred, leased, assigned or conveyed, in whole or in part, to any other plant, person, company, or non-unit Employee, if any Employee thereby shall be forced to lose his job, unless such action, in the judgement of the Employer, will result in a substantial saving or a significant increase in efficiency.

F. Union Identification

Employees will be permitted to wear Union pins or steward badges.

G. Check-off

The Employer shall make monthly deductions from Employees' pay cheques for their Union fees and dues and special assessments provided their written assignments are voluntarily filed with the Employer as provided in Section ten (10) of the Labour Code of British Columbia Act.

ARTICLE FIVE: STEWARDS

A. The Employer will recognize the stewards elected by the Union upon notification, in writing, by the Union.

B. When the Employer wishes to discuss unsatisfactory work habits with an Employee, the Employee may be accompanied by a steward if the Employee so elects.

*Modified union  
stop - same as  
UBC*

ARTICLE SIX: STRIKES, LOCKOUTS AND PICKETING

During the term of this Agreement, the Union and its members shall not authorize nor participate in a strike; neither shall the Employer declare a lock-out of any Employees. It shall not be a violation of this Agreement or cause for discharge of any Employee for refusing to cross a legal picket line.

ARTICLE SEVEN: NON-DISCRIMINATION

The Employer, its servants and officers, shall not exercise or practice discrimination, interference, restriction or coercion with respect to any Employee in the matter of wage rates, training, promotions, layoffs, discipline, discharge or otherwise by reason of age, race, colour, creed, national origin, political or religious affiliation or non-affiliation, sex, or marital status, nor by reason of membership in the Union.

The Employer shall not institute rules and regulations for the Employees which are unrelated to the employment requirements. The Union shall comply with Employer directives where these directives do not violate the Human Rights Act or any terms of this Agreement.

Policies and practices of both the Employer and the Union shall be such as to prevent discrimination against any Employees on the basis of sex.

ARTICLE EIGHT: PROBATIONARY PERIOD

All new Employees shall serve a three (3) month probationary period. This is a working test period which gives the Employee an opportunity to demonstrate the skills, attitudes, and performance abilities necessary for continued service. At the end of the three (3) month period, the supervisor will evaluate performance and advise the Employee of progress and of prospects for continuing employment at the University. Subject to an agreement between the Union and the Employer, probation period may be extended in exceptional cases.

ARTICLE NINE: EMPLOYEE CATEGORIES

A. Permanent

1. Full-Time Permanent

Employees in this category shall work the regular hours specified for their department on a continuing basis.

2. Part-Time Permanent

Employees in this category shall work not less than sixty-five (65) hours per month on a continuing basis.

B. Sessional

1. Full-Time Sessional

Employees in this category shall work the regular hours specified for their department for annually recurring periods of employment approximately coinciding with the sessional periods of the University.

2. Part-Time Sessional

Employees in this category shall work not less than sixty-five (65) hours per month for annually recurring periods of employment approximately coinciding with the sessional periods of the University.

Sessional Employees who have satisfactorily completed a session of employment and who are to be re-engaged for the next session will be placed on leave without pay in the interval between sessions.

C. Temporary

Employees in this category are those who do not qualify for inclusion in the categories above, or who are employed at irregular intervals, or for periods of indefinite duration, or for a varying number of hours per week. Employees who work on a regular weekly basis of half-time or more shall not hold appointments as Temporary Employees for more than four (4) months except by mutual consent of the parties to this Agreement.

D. All Employee Categories and changes in the categorization of Employees shall be discussed and agreed upon by both parties to this Agreement.

ARTICLE TEN: SENIORITY

A. Two types of seniority are defined:

1. Seniority with the Employer
2. Seniority in a Department

These two types of seniority are identical except for Employees who have been employed in more than one department. For such Employees, the following procedures will pertain:

1. For vacation entitlement, sick leave entitlement, salary increments: Seniority with the Employer
2. For vacation schedules, lay-off, call-back, all departmental work scheduling: Seniority in a Department

with the proviso that where practicable overtime shall be divided equally among the Employees engaged in similar types of operations and who are qualified to perform the work that is available.

B. Seniority shall accrue from the first day of employment for Full-time and Part-time Permanent and Sessional Employees.

C. Seniority shall mean length of service with the Employer, and shall be credited for all continuous service prior to certification of the bargaining unit.

D. Except as otherwise provided for in this Agreement, an Employee who leaves the bargaining unit and subsequently returns, shall be considered a new Employee from the date of re-employment for purpose of seniority credit.

E. Subject to section A of this article, an Employee shall not lose seniority rights for any of the following reasons: sickness, accident, lay-off, vacation, compulsory military service, unjust discharge, promotion, transfer, service as a supervising Employee, or any leave as provided for in this Agreement.

F. Up-to-date seniority lists shall be sent, upon request, to the Union by the Employer, provided that an interval of at least six (6) months elapses between such requests for lists.

ARTICLE ELEVEN: LABOUR-MANAGEMENT COMMITTEE

The Labour-Management Committee shall consist of two (2) representatives of the Employer, and two (2) representatives of the Union. This Committee shall convene at the request of either party. The date, time and place of such meeting shall be by agreement of the parties and be held within five (5) working days of the said request. A sub-committee may be created at any time to discuss a specific problem and make recommendations to the Labour-Management Committee; such a sub-committee shall include members of the standing committees of the Union concerned with the specific problem.

The purpose of such meetings shall be to discuss and settle all matters of concern relating to the operation of this Agreement. Substantive results of meetings shall be documented.

ARTICLE TWELVE: ADJUSTMENT OF DISPUTES

The Union shall maintain a Grievance committee, comprised of members of the Union, one member of which shall be designated as Chairperson. The Union shall, at all times, keep the Employer informed as to the individual membership of the Committee.

For the purpose of this Agreement, "grievance" shall mean any difference or dispute arising between the parties to this Agreement concerning the interpretation, application, administration, operation or alleged violation of this Collective Agreement whether between the Employer and any Employee bound by this Agreement or between the Employer and the Union; such question or difference shall be settled conclusively by the procedures set out in this Article.

Before initiating a formal individual grievance, an Employee normally shall first discuss the matter with the Employee's supervisor. If the matter is not settled satisfactorily, the Employee may launch a formal grievance according to the procedures outlined below:

A. Grievance Procedure

The Employee must begin the grievance procedure within fifteen (15) working days of the incident which is the subject of the grievance.

Step One: An Employee who has a grievance shall first go to the supervisor directly in charge of the Employee's department. The Employee may be accompanied or represented by the Employee's steward or a representative of the Union. The supervisor may be accompanied by the Personnel Manager and shall be given an opportunity to answer the complaint verbally. The parties involved shall be given a maximum of three (3) working days to solve the grievance.

Step Two: If the grievance is not satisfactorily settled in Step One, the Employee and the Employee's steward or Union representative shall submit three (3) copies of the grievance, in writing, to the supervisor before the end of two (2) working days. Within two (2) working days following the receipt of this grievance, the supervisor shall give one copy with the supervisor's written answer to the division steward, to the Employee concerned and shall deliver the third copy to the Personnel Manager. If the Personnel Manager is the supervisor as in Step One, Step Two shall be omitted and the grievance with the supervisor's written answer shall be sent to the Union Grievance Committee and the Labour-Management Committee.

Step Three: If the Employee is not satisfied with the supervisor's answer in Step Two, the Employee shall within five (5) working days, request a meeting between the Union representative and the Personnel Manager to resolve the grievance. The Personnel Manager shall send the Employee and the Union a written statement of the resolution.

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HEAD.

Step Four: If the grievance is not resolved within five (5) working days after the meeting requested in Step Three, it shall be referred to the Labour-Management Committee. It shall be given five (5) working days in which to resolve the grievance.

- Notes:
- a. In the event that no settlement of the grievance is reached in Step Four, as provided above, then either party may, within five (5) days following the expiry of the five (5) days set out in Step Four above, signify in writing to the other party of the failure to agree and notice of intention to invoke arbitration procedure as hereinafter set out in Section B (Arbitration) below.
  - b. The time limits prescribed for the performance of any act in the Grievance Procedure may be extended by mutual consent of the parties to the Agreement.
  - c. By arrangement with the Employee's supervisor, an Employee shall be permitted the necessary time off to attend to the adjustment of a grievance and may be present at any step in the grievance procedure if so requested by either party.
  - d. Supervisory personnel shall not present both the Employer's part of a grievance and the Union's or Employee's part of a grievance in the above procedures. } !

B. Arbitration

1. The party desiring arbitration shall appoint a member for the Arbitration Committee and shall notify the other party in writing of the appointment and the particulars of the matter in dispute.
2. The party receiving the notice shall within five (5) working days thereafter appoint a member for the Committee and in writing notify the other party of the appointment.
3. The Chairperson of the Arbitration Committee shall be the person available according to the rotating schedule in the List of Arbitrators.

ARBITRATION  
BOARD

4. The Arbitration Committee shall sit, hear the parties, settle the terms of the question to be arbitrated, and make its award within ten (10) working days from the date of the Chairperson's appointment.
5. The Committee shall deliver its report in writing to each of the parties and the award of a majority of the Committee shall be the award of the Committee and shall be final and binding upon the parties and they shall implement it forthwith.
6. Each party shall pay the expenses incurred by its appointees to the Committee and one-half (1/2) the compensation and expenses of the Chairperson and of stenographic and other expenses of the Arbitration Committee.
7. The Arbitration Committee shall not make any award or decision contrary to the conditions or articles of this Agreement, or in amendment to this Agreement.

C. List of Arbitrators

The Union-Management Committee shall meet within four weeks of the signing of this Agreement to agree upon a list of impartial arbitrators. If the Committee is unable to agree on a list the Committee shall request the Minister of Labour to supply a list. The Labour-Management Committee shall make all reasonable efforts to insure that women are included in the list of arbitrators. The Chairperson of any Arbitration Committee shall be selected from the list of arbitrators. The arbitrators shall serve on a rotating basis depending upon availability.

ARTICLE THIRTEEN: HOURS OF WORK

37½ HR. The length of the work week for all Full-time Employees, exclusive of any meal time, shall be thirty-seven and one-half (37½) hours per week. Where no shift work is required, the work week shall be five consecutive days, Monday to Friday inclusive, each day consisting of seven and one-half (7½) hours working time; where shift work is required, the Employee is entitled to two consecutive days off in each week. Shift time is arranged by the supervisor.

Residence Supervisors

Hours of work for residence supervisors will be arranged between the Employer and the individual supervisor to provide for adequate supervision of residences on a continuous basis.

Employees are entitled to take two brief relief periods during each full day of work, one period during the first half of the working day and the other during the second half.

? time ?

ARTICLE FOURTEEN: OVERTIME AND CALL-OUT

A. Overtime

Time worked in excess of full-time regular hours of work is classed as overtime and must be authorized by the Department Manager or Personnel Manager. Overtime will be compensated for by the time off, or by payment, at a rate of one and one-half (1½) times the regular rate.

B. Call-out

If a Full-time Employee is called out to work in addition to the Employee's regular shift hours, the Employee will receive four (4) hours' pay or the actual earned overtime pay for time worked, whichever is the greater.

ARTICLE FIFTEEN: JOB EVALUATION

A. The Employer agrees to conduct a job evaluation and to prepare job descriptions and classifications before 1 March 1975.

B. As job descriptions and classifications are prepared, the Employer will provide copies to the Union and will consult with them. Adoption will be by mutual consent of the Employer and the Union.

C. Job analyses to be used in the evaluation are to be written by the Employees based on the present procedures. \*

ARTICLE SIXTEEN: WAGES

The Agreement provides an increase in salary of One Hundred and Fifty (\$150.00) Dollars per month per Full-time Employee effective 1 July 1974. This increase is based on the salaries and scale in effect on 31 May 1974 and adjusted where necessary for the forty (40) hour work week in effect prior to the signing of this Agreement.

ARTICLE SEVENTEEN: PAYMENT OF WAGES

A. Pay cheques

Employees will be paid twice each month; on the fifteenth (15th) day and the last working day of each month. The payment on the 15th shall be considered a salary advance. All regular payroll deductions will be made from the month-end pay cheque issued on the last working day of the month. If a scheduled pay day falls on a weekend or holiday, pay cheques will be issued on last day previous to the weekend or holiday on which the Business Office is open.

Pay cheques are released to Employees by their supervisors on the designated pay days.

B. Deductions

Compulsory deductions from pay cheques are made for the following:

1. Income Tax
2. Canada Pension
3. Unemployment Insurance
4. Any other deductions required by law.

Optional deductions include enrollment fees and premiums for M.S.A. Plans, Disability Plan, Union dues, and any other deduction arranged between the Employee and Employer.

ARTICLE EIGHTEEN: STATUTORY HOLIDAYS

A. A day off with pay will be granted Employees on the following days, in accordance with the regulations of the Annual and General Holidays Act:

- |                                  |                     |
|----------------------------------|---------------------|
| 1. New Year's Day                | 6. Labour Day       |
| 2. Good Friday                   | 7. Thanksgiving Day |
| 3. Commonwealth Day (May)        | 8. Remembrance Day  |
| 4. Dominion Day (July 1)         | 9. Christmas Day    |
| 5. British Columbia Day (August) | 10. Boxing Day      |

B. Employees will receive any additional statutory holiday, which may be proclaimed by government during the life of this Agreement.

C. Unless otherwise proclaimed by the province of British Columbia, whenever a Statutory Holiday falls on a Saturday, the preceding Friday shall be observed; when a Statutory Holiday falls on a Sunday, the following Monday shall be observed.

D. If the Statutory Holiday falls on an Employee's regular day off, a day in lieu thereof will be provided.

E. Employees who are required to be at work on a holiday will be granted a day off in lieu thereof. This day off must normally be taken within sixty (60) days. In addition, Employees required to work on any of these holidays shall be paid at the rate of one and one-half times the regular rate of pay.

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stats →  
time and half  
pay  
plus day off.

ARTICLE NINETEEN: VACATIONS

- A. All Full-time Permanent Employees will be given ten (10) working days annual vacations with pay as part of each full year of continuous employment. After three (3) full years of continuous employment, full-time Permanent Employees are entitled to an annual vacation of fifteen (15) working days with pay.
- B. All other Employees will receive four (4) percent of regular wages in lieu of holidays as provided for in the Annual and General Holidays Act.
- C. All Full-time Employees will receive three (3) additional days of vacation at Christmas.
- D. Vacation benefits shall accrue from the date of hire and may be taken ten (10) months after this date.
- E. Employees with three (3) weeks vacation entitlement or more shall be entitled to bank up a maximum of two (2) weeks vacation and take the banked vacation in the following year.
- F. An Employee may take vacation entitlement at any time within the year, subject to the approval of the Employer.
- G. An Employee terminating employment shall receive vacation entitlement less any actual vacation time taken.
- H. Employees shall receive any cheques which would normally fall due during the period of their vacation on the last working day preceding the commencement of their vacation.
- I. Where an Employee becomes eligible for sick leave while on vacation, sick leave may be substituted for vacation time without loss of vacation entitlement.

Schedule

<u>Full time</u>			
2 wks	-	1 yr	} plus 3 days at Xmas.
3 wks	-	3 yrs.	

ARTICLE TWENTY: TERMINATION OF SERVICE

- A. Ten (10) working days' notice in writing must be given by an Employee resigning from any position, and upon leaving an Employee shall receive all vacation entitlements and salary due to the date of termination. Any Employee leaving with less than ten (10) working days' notice will receive only the allowance provided by the Annual and General Holidays Act.
- B. Personnel employed in a supervisory position whenever possible will give one month's notice but not less than ten (10) working days' notice when resigning from the University.
- C. Except where there is extraordinary cause for immediate dismissal, at least one (1) month's warning delivered in writing, plus a review of the Employee's work during that warning period, shall be given an Employee for unsatisfactory work prior to notice of termination.
- D. The Employer may terminate the employment of regular Employees on notice of ten (10) working days, and supervisory personnel whenever possible one month's notice and not less than ten (10) working days' notice except during the three-month probationary period. Such notice is not required when there is extraordinary cause for dismissal, in which case statutory regulations will apply.
- E. Any keys or equipment in the possession of an Employee must be returned to the Supervisor before a clearance slip is issued. This slip must be taken to the Accounting Office before the final pay cheque will be issued.
- F. An Employee dismissed for cause will have the right of appeal as outlined in Article Twelve (Adjustment of Disputes).

ARTICLE TWENTY-ONE: LAY-OFF PROCEDURES

A. Lay-off According to Seniority

When reducing permanent and sessional staff, Employees shall be retained on a basis of seniority and qualification. The following procedures shall be followed:

1. The Employer shall first make an attempt to place the Employee in a vacancy of suitable classification for which the Employee is qualified within the same or another department of the University.
2. When lay-off periods end, permanent and sessional Employees shall be returned to work in order of seniority and qualifications for the work that is available.

B. Payment in Lieu of Notice

Each Employee, in case of unscheduled lay-off, shall receive ten (10) working days' notice or, in any event, ten (10) working days' salary following notice of lay-off.

C. Length of Recall

Any Employee laid off shall be placed on the recall list for a period of one year.

D. Notice of Recall

Notice of recall shall be made by telephone or mail to the last address of the Employee known by the University. Copies of recall letters shall be sent to the Union office.

E. Salary of Recalled Employees

↑  
Recalled Employees shall receive no less than their former salary plus any increments to which the Employee has become entitled during the period on recall list or by any changes in classification.  
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F. Notice of Current Address

It shall be the responsibility of the Employees on the recall list to keep the University informed of their current addresses and telephone numbers.

ARTICLE TWENTY-TWO: VACANCIES, PROMOTIONS, TRANSFERS

A. Posting of Vacancies

The Employer agrees that where a vacancy occurs or a new position is created for which members of the unit are qualified, notice of the position outlining the duties, salary range and qualifications required, shall be posted in such conspicuous places as agreed by the parties for at least five (5) working days in order that any eligible members of the Union may have the opportunity to apply for the position.

In the event of vacancies, the Employer will first advertise within the unit. If qualified candidates within the unit apply for any vacancy, the Employer shall give them first consideration in filling the vacancy.

B. Promotions

An Employee may be appointed to fill a higher position for three (3) months on a probationary basis. A performance appraisal will be conducted at the conclusion of the period, before the Employee is placed on a permanent basis in that position.

If an Employee returns to a former position during or at the end of the probationary period, the return will be without loss of seniority in that position.

If the Employee continues in the higher position in a different department, the departmental seniority in the former position will be forfeited.

While the Employee is in the probationary period, the salary of the higher position will be paid. On returning to the former position, the salary of that position will be paid.

An Employee assigned to a higher job classification or temporarily replacing another Employee in such higher classification, shall be paid at the higher rate for the period so employed.

C. Transfers

Employees wishing to transfer from a job in one department to another, are encouraged to discuss the matter with their supervisors, and to make written application to the Personnel Manager. All applications for transfer are carefully considered to ensure that the best interests of the Employee and the Employer served.

Transfers are granted only to those Employees who have satisfactory qualifications.

No Employee shall be transferred without the Employee's consent. Any Employee shall have the right to apply for a job of equal salary range and classification, subject to a probation period.

No Employee shall be transferred to a position outside the bargaining unit without the Employee's consent. If the Employee is transferred back to a position in the bargaining unit at a later date, the Employee shall remain at the seniority level with the Employer in effect before the transfer out of the bargaining unit took place.

ARTICLE TWENTY-THREE: EMPLOYMENT BENEFITS

A. Unemployment Insurance

All Employees are covered by the provisions of the Unemployment Insurance Act of Canada.

B. Canada Pension Plan

All Employees are covered by the provisions of the Canada Pension Plan.

C. Medical and Dental Plans

All Full-time Permanent and Full-time Sessional Employees are eligible for the Group Medical Insurance (including Extended Health Benefits) and Dental Insurance, available under the Employer's contracts with M.S.A., with equal premium payments made by the Employee and Employer.

50%  
payment

New Full-time Employees become eligible for benefits on the first day of the month following the submission of the application. Other Full-time Employees are subject to the eligibility clause of the contracts with M.S.A.

D. Long Term Disability Plan

A Long Term Disability Plan, which offers the Employee a guaranteed income based on a percentage of current salary, is available to each Full-time Permanent and Full-time Sessional Employee, with premiums shared equally by the Employee and the Employer. An Employee becomes eligible for participation three (3) months after starting Full-time employment.

E. Other Employment Benefits

Upon signing of this Agreement, the Employer and the Union shall investigate Life Insurance and Pension Plans for the Employees for implementation as soon as possible after agreement is reached on suitable plans.

F. Benefits During Leaves of Absence

The full cost for continuing all employment benefits during any leaves of absence, except leaves with pay, will be borne by the Employee. To have benefits continue, arrangements and payments must be made at the time the leave is started.

ARTICLE TWENTY-FOUR: EDUCATIONAL BENEFITS

- A. Employees who enroll in courses at the University are entitled to a remission of one hundred (100) percent of the tuition fees and all of the application fee with respect to one full course per academic year.
- B. The spouse and dependent children (not employed by the University) of an Employee are entitled to a fee remission of twenty-five (25) percent of the appropriate tuition fee.

NO time limit OR pass/fail provision.

ARTICLE TWENTY-FIVE: SICK LEAVE

- A. Full-time Permanent and Full-time Sessional Employees shall be allowed one day sick leave for each month of service. This shall accumulate to a maximum credit of ninety (90) working days.
- B. Part-time Permanent and Part-time Sessional shall be allowed one-half (1/2) day for each month of service. This shall accumulate to a maximum credit of ninety (90) one-half (1/2) days.
- C. Sick leave credit may be drawn on only in cases of actual sickness. Medical certificates may be required by the Personnel Manager.
- D. No sick leave will be granted during the probationary period, but it will apply retroactively after the completion of the probationary period and regular employment commences.
- E. If an Employee is absent for more than three working days, a medical certificate shall be submitted to the supervisor to verify sickness during the absence. For absences of less than three (3) days, the Employer may require a statement to reasonably support a claim for sick leave.
- F. An Employee who becomes ill while at work and cannot perform duties shall report to the Employee's supervisor before taking leave.
- G. If absence for illness extends beyond the amount of sick leave credit available, deduction will be made for days of absence in excess of the sick leave credit. These excess days shall not be made up by extra work at a later time.

NO time limit

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ARTICLE TWENTY-SIX: LEAVES OF ABSENCE

A. Leaves of Absence Without Pay

An Employee may apply for leave of absence without pay for personal reasons. When applying for such leave, the Employee must state, in writing, the reason for the request and the duration of the proposed absence. The Employer will reply in writing to the request. Provided that the disruption in the work required of the Employee can be accepted by the Employer, arrangement will be made to grant such leave.

B. Compassionate Leave of Absence with Pay

An Employee may be granted time off with pay to a maximum of three days of compassionate leave in the event of a death or serious illness in the immediate family. For the purposes of this article, immediate family includes husband or wife, parents, children, sister or brother only.

To obtain compassionate leave, the Employee is required to make arrangements with the immediate supervisor and the Personnel Manager. Special consideration on time allowed may be granted by the Employer in exceptional circumstances.

C. Court or Special Duty

If an Employee is required by law to serve either on a jury, or as a witness in any court, or on other government duty, no deduction in pay will be made, provided that any pay received other than expense reimbursements for such services, is deposited with the Business Office of the University.

D. Union Business

For the conduct of Union business with the Employer, a specified amount of time off with pay may be granted by the Employer provided that it does not interfere with the work of the Employee's department.

E. Educational Leave

Employees are encouraged to enroll in courses at the University and elsewhere. In cases where the course of studies is in line with the Employee's duties, the Employer may grant a limited amount of leave for such study if the absence does not hinder the efficient operation of the department.

*Leaves for  
union business,  
conventions, etc.?*

F. Maternity Leave

- No pay except UIC

An Employee who becomes pregnant shall be entitled to maternity leave without pay providing she presents a medical certificate confirming the pregnancy and showing the probable date of delivery. The pregnant Employee shall cease work on the recommendation of her physician, or if she is no longer able to perform her normal duties satisfactorily.

The Employee may return to work at any time after delivery, but must present a physician's certificate indicating her fitness to do so.

The Employee shall continue to earn seniority and to be eligible for employment benefits while on maternity leave. Within six (6) months after delivery, the Employee may return at any time with ten (10) working days' notice. She will then resume employment at the same classification she held when her maternity leave started.

G. Medical and Dental Appointments

When it is not possible to arrange medical or dental appointments outside of normal working hours, time off on an infrequent basis, without loss of pay, may be granted at the discretion of the Employee's departmental supervisor. If such time is required, appointments should be arranged such that not more than one hour of work time is used, preferably at the end of the working day.

ARTICLE TWENTY-SEVEN: SAFETY

The Employer agrees to make reasonable provision to maintain the heating and lighting of indoor work areas in conformity with regulations of the Workers' Compensation Board and other such appropriate legislation. Recurring problems, related to these matters may be referred to the University Safety Committee as required by the Workers' Compensation Board. The Union may nominate one Employee as a member of the University Safety Committee.

ARTICLE TWENTY-EIGHT: PROTECTIVE CLOTHING

The Employer shall provide protective outer clothing such as aprons for kitchen Employees and coveralls for Maintenance Employees where such protective clothing is needed because of the nature of the work to be done.

In areas where uniforms <sup>50%</sup> are required, the Employee shall pay one-half the cost of the uniform adopted by mutual consent of the Employer and Employee and the Employee shall maintain the uniforms in a presentable condition.

Where such protective clothing is provided for sanitary or safety reasons, Employees shall observe the Employer's regulations for the wearing of such attire.

ARTICLE TWENTY-NINE: WORKERS' COMPENSATION

- A. If injuries result from accidents in any way at work regardless of fault, the Workers' Compensation Board of the Provincial Government will:
- (1) Pay for medical expenses, not including ambulance, arising from the accident.
  - (2) If the accident causes absence from work for a period of three (3) or more days, pay 75 percent of salary for the entire period, up to a fixed maximum.
  - (3) Make awards for permanent disability, provide for physical and vocational rehabilitation, and provide pensions to dependents of fatally injured workers.
- B. The Employer bears the cost of Workers' Compensation coverage, and all Employees are automatically covered. However, it is the responsibility of Employees to report all accidents to their supervisors to ensure that claims are promptly made.
- C. Employees with accumulated sick leave to their credit shall turn over, or cause to be turned over to the Employer, any monies paid to them by the Workers' Compensation Board, and upon doing so will receive full pay up to the value of the accumulated sick leave. In this situation, sick leave time will be deducted for only one-quarter of the time of absence while recovering.

ARTICLE THIRTY: USE OF UNIVERSITY FACILITIES

Employees have the right to use the following University facilities;

1. Library. Card available without charge.
2. Athletic Facilities
3. Food Services.
4. Meeting Room. The Employer will allow the use of a room for meetings of the Union, following normal booking procedures.
5. Parking. Parking facilities will be available on campus for all Employees.
6. Housing. Vacancies in University housing will be posted on bulletin boards so that all Employees may have an opportunity to avail themselves of them. Copies will be sent to the Union for posting.
7. Bulletin Boards. The Employer agrees to provide bulletin boards in each building in which five (5) or more Employees are regularly working. They shall be displayed in a permanent and prominent location acceptable to the Employer and the Union.
8. Mail Service. The Union shall be allowed the use of the Internal University mail system according to the established policy of the University.
9. Duplicating Service. The Union shall be allowed the use of the University duplicating services according to the established rates set for customers of the University.
10. Office Space. The Employer agrees to provide office space for Union use acceptable to the Union and the Employer.

ARTICLE THIRTY-ONE: CONTINUANCE OF EXISTING PROCEDURES.

Working conditions and procedures at present in force which are not specifically mentioned in this agreement and are not contrary to its intention, shall continue in full force and effect. It is agreed by the Union, however, that this article in no way limits the management rights of the Employer to change any such conditions or procedures as required for the efficient management of the University operation.

ARTICLE THIRTY-TWO: TECHNOLOGICAL CHANGES

- A. It is recognized by the Employer and the Union that a fair and right solution to the problems of Employees who are displaced by technological changes, as defined in the Labour Code, Chapter 122, Article 74, calls for understanding and care on the part of the Employer and willingness of the Employee to face reasonable readjustments.
- B. When a technological change will result in staff reduction or displacement, the Employer will notify the Union of the newly proposed complement as soon as possible prior to implementation, for the purpose of discussion of the treatment of Employees affected by the change. Where agreement cannot be reached the matter may be submitted to grievance and arbitration procedure in accordance with Article Twelve.
- C. An Employee affected by a technological change will be provided with one of the following alternatives:
  - 1. Transfer to another existing and available position in the University for which the Employee is qualified.
  - 2. Retraining for a job mutually agreed upon between the Employer and the Employee. Regular salary for the Employee will continue during the retraining period for a maximum of three (3) months.
  - 3. A severance allowance of one (1) week's salary for each year of service to a maximum payment of four (4) months.

ARTICLE THIRTY-THREE: DURATION OF AGREEMENT

This Agreement is in effect from 1 July, 1974 to 30 June, 1975, and from year to year thereafter unless either party to this agreement notifies the other party in writing within four months immediately preceding the expiry date of the Agreement, or any succeeding anniversary of the date of expiry, of its intention to commence collective bargaining.

In witness thereof the signatures of the parties have been affixed hereto by the officers thereunto duly authorized on the 14th day of November, 1974.

Signed for the Association of University and College Employees, Local 3:

Date: 14 November 1974

Signature Lee Karvonen

Date: 14 November 1974

Signature Jan Markie

Signed for the Board of Governors of Notre Dame University of Nelson:

Date 14 November 1974

Signature [Handwritten Signature]

Date 14 November 1974

Signature [Handwritten Signature]



NOTRE DAME UNIVERSITY OF NELSON

LETTER OF AGREEMENT REGARDING  
BOARD AND ROOM DEDUCTIONS FOR  
RESIDENCE SUPERVISORS

1. During each full month of employment effective 1 January 1975, a deduction from salary for room and board will be made in the amount of one hundred twenty-five dollars (\$125).
2. No increase in board and room charges will be made for the period prior to November, 1974.
3. For the period following the signing of the Collective Agreement, the only change in board and room charges will be a deduction of one hundred dollars (\$100) instead of seventy-five (\$75) from December pay cheques.
4. No remission of board and room charges will be provided during periods when the cafeteria is closed. Efforts will be made, however, to have such periods coincide with vacation time for the residence supervisors.

Signed on behalf of the Board of Governors of Notre Dame University

14 November 1974

Date

*Lee Karvonen*

President

*J. H. Hagan*

Treasurer

Signed on behalf of the Association of University and College Employees,  
Local No. 3

14 November 1974

Date

*Lee Karvonen*

President

*Juan Mackie*

Secretary