

A G R E E M E N T

BETWEEN: CAPILANO COLLEGE TECHNICAL AND VOCATIONAL
INSTITUTE

AND: THE ASSOCIATION OF UNIVERSITY AND COLLEGE
EMPLOYEES, LOCAL #4



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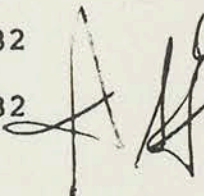

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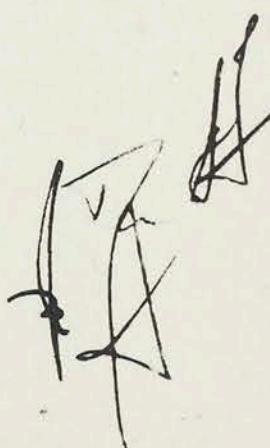
AGREEMENT

This Agreement is made and entered
into this 26 day of August, 1975
1975, at North Vancouver, British
Columbia, by and between:

CAPILANO COLLEGE TECHNICAL AND
VOCATIONAL INSTITUTE (The College)

- and -

THE ASSOCIATION OF UNIVERSITY AND
COLLEGE EMPLOYEES, LOCAL #4. (The Union)



ARTICLE 1 - PREAMBLE

1.01 PURPOSE OF AGREEMENT

The purpose of this 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 Union to the benefit of both parties and the community they serve.

1.02 EXISTING LEGISLATION

The parties recognize and agree that they cannot be obligated or bound by any term, condition or provision which would be contrary to any existing Federal or Provincial legislation. In the event that any term, condition, or provision, or part thereof, which is incorporated into this Agreement, whether by inadvertance, error, or misunderstanding, is in fact or in law contrary to such Federal or Provincial legislation, then such term, condition or provision or part thereof, is void and of no effect.

1.03 FUTURE LEGISLATION

In the event that future federal or provincial legislation makes invalid any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement. The College and the Union shall confer to settle upon a mutually agreeable provision to be substituted for the provision so altered or invalidated.

1.04 HUMAN RIGHTS

The parties to this Agreement both acknowledge and agree to subscribe to the Human Rights Code of the Province of British Columbia. In addition, the College agrees not to express any limitation based on dependents in any pre-employment application. The parties also acknowledge and agree to observe the prohibitions contained in the Unfair Labour Practices sections of the Labour Code of British Columbia.

1.05 NO OTHER AGREEMENT

No employee within the Union certification shall be required or permitted to make a 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.

1.06 USE OF FEMININE AND SINGULAR TERMS

The feminine gender is used throughout this Agreement for convenience only and by no means is intended to exclude male employees from the provisions herein. Wherever the feminine or singular is used, the same shall be construed as meaning the masculine or plural unless otherwise specifically stated.

ARTICLE 2 - UNION RECOGNITION AND NEGOTIATION

2.01 BARGAINING UNIT DEFINED

The bargaining unit shall comprise all employees included in the Bargaining Unit as in the Certification issued by the Labour Relations Board of British Columbia on December 17, 1974. The College recognizes the Union as the sole bargaining agent for all employees covered by the Union's certification.

2.02 MANAGEMENT RIGHTS

The Union recognizes and agrees that except as specifically abridged, delegated, granted or modified by this Agreement, all of 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, which rights are not subject to the grievance procedure and/or arbitration.

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, discipline 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.

2.03 NEW POSITIONS

Should the College create a new position during the term of this Agreement, the parties will meet to discuss whether or not the position is covered by the Union's Certification. In the event of disagreement, the Labour Relations Board will be asked to decide the issue.

In any event, if the parties cannot agree within five (5) days of 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 Relations Board, as the case may be.

2.04 SALARY FOR NEW POSITIONS

Where the parties agree or the Labour Relations Board decides that a new position is included within the unit, a salary grouping for the position will be discussed. If the parties cannot agree within five (5) days of notice of the new position, on a salary grouping applicable to the position, the Grievance Procedure shall apply and the issue may proceed to final and binding arbitration if necessary.

2.05

PRESENT EXCLUSIONS

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

Accountant
Accounting Supervisor
Assistant to the Principal
Associate Dean, Academic Studies
Bursar
Construction Manager
Deans
Director of Personnel
Director of Planning
Director of Supplies and Services - (Purchasing Agent)
Director for Training in Business and Industry
Director of Vocational - Career Programs
Facilities Supervisor
Head Librarian
Personnel Officer
Principal
Registrar

ARTICLE 3 - UNION SECURITY

3.01 EMPLOYEES AT DATE OF CERTIFICATION

All persons within the Certification of the Union as of December 17, 1974 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 Certification who are not members of the Union at the date of execution of this Agreement may become members of the Union if they want to, but shall not be required to become members. As a condition of continued employment, however, such employees shall be required to pay Union dues beginning the first pay period following execution of this Agreement.

3.02 NEW EMPLOYEES

As a condition of employment, employees who are hired after the date of execution of this Agreement shall become Union members immediately upon their date of hire.

3.03 CHANGES IN STATUS

The College agrees to notify the Union when an employee is hired, and before an employee is promoted, transferred or terminated.

ARTICLE 4 - UNION RIGHTS AND ACTIVITY

4.01 RECOGNITION OF UNION REPRESENTATIVES

The College shall recognize the members of the Local Executive, Stewards, members of the Grievance Committee, and all persons authorized to act on behalf of the Union, as in accordance with the Union constitution and by-laws, and shall not discriminate against those persons for carrying out duties proper to those positions in a lawful manner.

4.02 CONTACTING AT WORK

The authorized representatives of the Union shall have the right to contact employees at work on matters respecting this Agreement and its administration. Union representatives will advise the supervisor of the Department being entered for the purpose of contacting employees and will also advise of the time of departure.

4.03 TIME OFF FOR UNION BUSINESS AND ACTIVITIES

Leave of absence without loss of seniority shall be granted, subject to the requirements of the College:

- (a) without pay to a reasonable number of 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 naming the employees for whom the request applies;
- (b) without pay for a reasonable number of 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 naming the employees for whom the request applies;
- (c) without pay for a reasonable number of employees who are representatives of the Union on a Bargaining Committee to attend meetings of the Bargaining Committee when requested in writing by the Union naming the employees for whom the request applies;
- (d) with pay to three employees who are representatives of Union on the Bargaining Committee to leave their employment to carry on negotiations with the College, when requested in writing by the Union naming the employees for whom the request applies;
- (e) with pay to named Stewards to perform duties as may be reasonably necessary for the administration of this Agreement;
- (f) with pay to employees called to appear as a party or as a witness before the Union Grievance Committee and the College Labour Committee, or Arbitrator for the length of time their attendance is reasonably necessary.

4.04

COLLEGE AND UNION SHALL ACQUAINT NEW EMPLOYEES

The College agrees to acquaint new employees with the fact that an Agreement is in effect, with the conditions of employment set out in the Articles dealing with Union Security and Check-off of Union Dues, and to provide the employees with a copy of the Agreement.

A Union Steward shall interview each new employee within regular working hours, without loss of pay of Steward or employee, for the purpose of acquainting the new employee with the benefits and duties of Union membership. The length of the interview will be kept to a reasonable time, and in any event should not exceed thirty (30) minutes.

4.05

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 B.C. Any employee refusing to cross such a picket line shall not be reprimanded, penalized, or dismissed for such refusal. If an employee is apprehensive for her personal safety, there shall not be any reprimand, penalty or dismissal for failure to cross an illegal picket line.

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

Employees should not expect to receive pay for work not performed in exercising any right given by this clause.

4.06

UNION INSIGNIA

A Union member shall have the right to wear or display the insignia of the Union.

4.07

UNION GENERAL MEETING

The College agrees to allow employees a two (2) hour lunch without pay from 12.00 noon to 2.00 p.m. on the second Thursday of every month so that they may attend the regularly scheduled Union general meeting.

4.08

USE OF COLLEGE ROOMS

The College shall allow the Union to book College rooms through the regular booking procedures of the College, for meetings of the Local Executive, Union committees, the General Membership, and other such meetings.

4.09

MEETINGS CALLED BY THE COLLEGE

The time required to attend meetings called by the College during regular working hours shall be considered part of an employee's scheduled hours of work.

4.10

APPLICATION TO OVERTIME PREMIUM

Time expended by an employee for the purposes of Articles 4.02, 4.03, 4.04, 4.07, or 4.09 shall not be used for the purpose of computing any overtime or premium entitlement contained in this Agreement.

ARTICLE 5 - CHECK-OFF OF UNION DUES AND ASSESSMENTS

5.01 The College shall, as a condition of employment, deduct from the monthly wages or salary of each 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 employees on date of hire 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.

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

5.03 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 expressly restricted to making only such deductions as are permitted by law and by the valid authorization of each employee.

5.04 The Union shall indemnify the College and hold it harmless against any and all suits, claims, demands and liabilities 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 of this Article.

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

ARTICLE 6 - COLLEGE - UNION RELATIONS

6.01 REPRESENTATIONS

No employee or group of employees shall act as staff representative on College committees or at meetings called by the College without the proper authorization of the Union. The Union's authorization shall not be unreasonably withheld and the Union agrees that the College may request an appointee who has expertise in a specific department or area, to sit on a specific committee where such expertise is relevant to the function of the committee.

6.02 UNION BARGAINING COMMITTEE

A Union Bargaining Committee, established pursuant to the provisions of this Agreement, shall be appointed by the Union to represent the Union during negotiations with the College.

During periods of negotiations, the College will co-operate to ensure that the Union will have any reasonable and necessary assistance of additional members of the Union.

6.03 ACCESS TO COLLEGE PREMISES

The College agrees that access to its premises shall be given to members of the Union when dealing with or negotiating with the College, as well as for the purpose of investigating and assisting in the settlement of a grievance.

In order to facilitate the orderly, as well as the confidential, investigation of specific grievances, the College shall make available to Union representatives or Stewards temporary use of an office or similar facility.

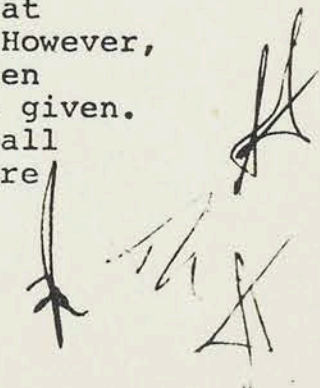
6.04 INFORMATION

The College agrees to provide the Union with all available non-confidential information relating to employees as may be required by the Union for collective bargaining purposes. The Union recognizes that certain information is confidential to the College and Government at specific periods of time, during which such information may not be released to the Union.

6.05 UNION - COLLEGE RELATIONS

The Union and the College recognize the mutual value of ongoing joint discussions in 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 by mutual agreement. However, such a meeting must be held not later than ten (10) working days after the request has been given. Any matter not resolved under this clause shall immediately proceed to the Grievance Procedure as per Article 7.03 - Step 3.



ARTICLE 7 - GRIEVANCE

7.01 DEFINITION OF A GRIEVANCE

A grievance shall be defined as any dispute or controversy between the College and the Union, between the College and one or more of its employees covered by this Agreement in respect to any matter involving the interpretation, application or administration of any provision of this Agreement; any matter involving the alleged violation of this Agreement; any matter affecting or involving employees covered by this Agreement; or any question as to whether any matter is grievable or arbitrable.

7.02 GRIEVANCE PROCEDURE

All grievances shall be dealt with in the following manner:

7.03 STEP 1

The party aggrieved shall set out the complaint in writing; such complaint shall include any specific clauses of this Agreement alleged to have been violated. The complaint shall be handed to the party complained against who will then have three (3) working days in which to answer the grievance. The answer shall be in writing.

The grievance and response so constituted in writing shall fix the area of complaint and response for all further steps in this procedure, should further steps be necessary.

Either the Union or the College may take any grievances to the next step regardless of the outcome at Step 1.

7.04 STEP 2

If a satisfactory settlement has not been reached under Step 1, the employee concerned, with Union representation, shall submit the grievance to the Administrative Head of the employee's area who shall have a further three (3) working days to make an investigation and bring about a mutually agreeable settlement.

Either the Union or the College may take any grievance to the next step regardless of the outcome at Step 2.

7.05 STEP 3

If a satisfactory settlement has not been reached under Step 2, the grievance shall be submitted to the Union Grievance Committee and the College Labour Committee. These Committees shall be given a further ten (10) working days in which to resolve the grievance.

The College shall appoint and maintain the College Labour Committee composed of three (3) persons, one of whom will be designated as chairperson. The College shall at all times keep the Union informed of the individuals named to the Committee.

The Union shall appoint and maintain the Union Grievance Committee composed of three (3) persons, one of whom will be designated as chairperson. The Union shall keep the College informed of the individuals named to the Committee.

When any grievance is resolved by the Union Grievance Committee and the College Labour Committee in Step 3, a memorandum shall be made of the decision reached and shall be signed by all members of the two Committees. Copies of this memorandum shall be sent to the parties involved in the grievance, the Stewards, the Union, the Principal, and the College Personnel office.

Should the Union Grievance Committee and the College Labour Committee be unable to resolve a grievance, each of the Committees shall formulate a recommendation to the Principal within ten (10) working days from the submission of the grievance to the Committees. The Committees may consult with the Principal prior to or following its recommendations.

7.06

STEP 4

All grievances which are not resolved by Steps 1, 2 or 3 shall be referred to the Principal. The Principal, within five (5) working days of a submission of a grievance to him, shall give his decision in writing to each of the parties. The Principal is not bound to accept a decision made by a College Representative at Step 1, 2 or 3.

Should the Union find the Principal's decision unacceptable, the grievance may proceed to final and binding arbitration.

7.07

TECHNICAL OBJECTIONS TO GRIEVANCES

No grievance shall be defeated merely because of a technical error in processing the grievance. Reasonable amendments mutually agreed upon in writing may be allowed at any step, the intention being that matters in dispute be dealt with in a fair and equitable way.

7.08

RECORD OF GRIEVANCE

All grievances and replies to grievances shall be in writing at all stages of the Grievance Procedure. A copy of all such statements shall be sent to the Union Grievance Committee and to the Secretary of the Union without delay.

7.09

TIME LIMITS

The time limits prescribed for the performance of any step in the Grievance Procedure may be extended by mutual agreement between the Union Grievance Committee and the College Labour Committee.

The time limit specified in the Grievance Procedure shall not be deemed as a technical error but as a point of substance.

If a grievance has not been resolved within the time period specified for any step of the Grievance Procedure and the time limit has not been extended by mutual agreement, the grievance shall proceed immediately to the next step in the Grievance Procedure.

7.10 GRIEVANCE OF GENERAL APPLICATION OR INTERPRETATION

Where a dispute involving a question of general application or interpretation of the Agreement occurs; or where a group of employees has a common grievance; or where the Union as a whole or the College has a grievance, Step 1 and Step 2 may be by-passed and the dispute shall be taken immediately to Step 3 of the Grievance Procedure.

7.11 GRIEVANCE OUTSIDE THE AGREEMENT

When a dispute arises from an item not covered by this Agreement, the dispute shall be forwarded directly to the Union Grievance Committee and the College Labour Committee for discussion. If the matter is resolved to mutual satisfaction, it will be reduced to writing and added as an addendum to this Agreement.

7.12 DISMISSAL OR SUSPENSION GRIEVANCE

In the case of a dispute arising from an employee's dismissal or suspension, the grievance shall be forwarded to the Union Grievance Committee and the College Labour Committee as per Article 7.05.

7.13 EMPLOYEE TIME OFF TO ATTEND TO GRIEVANCE

Except in the case of discharge or suspension, an employee shall be permitted the necessary time off with pay to attend to the adjustment of a grievance and shall have the right to be present at all stages of the procedure if so requested by either party. An employee whose period of suspension is over and who has returned to work will have the privilege of this clause for time off from work with pay.

7.14 MAINTENANCE OF EMPLOYEE RIGHTS AND BENEFITS

Settlements reached at any step of the Grievance Procedure shall be applied in accordance with the settlement or to the date set by the Arbitrator.

Except in the case of a dismissal or suspension grievance, an employee shall maintain her position with no loss of pay, rank, seniority, benefits or privileges during the Grievance Procedure.

ARTICLE 8 - ARBITRATION

8.01 ARBITRATORS

The Arbitrators for the Parties during the term of this Agreement shall include Miss Mary F. Southin, Q.C., and R.B. Bird. The arbitrators shall be called on a rotating basis unless the parties mutually agree otherwise due to the in-availability of one of the arbitrators at any given time. The parties will continue their efforts to agree in writing to a list of suitable arbitrators, one-half of which shall be women.

(Note: these appointments are subject to obtaining the consent of the parties named).

8.02 ARBITRATION

The Arbitrator may determine her own procedure in accordance with the Labour Code of British Columbia and shall give full opportunity to all parties to present evidence and make representations. She shall hear and determine the dispute or allegation and shall make every effort to render a decision within reasonable time.

8.03 DECISION OF ARBITRATOR

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

8.04 EXPENSES OF ARBITRATION

Both parties to the Arbitration shall pay for all their own expenses and one-half ($\frac{1}{2}$) of the fees and expenses of the Arbitrator.

8.05 DIFFERENCES

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 this Agreement an Arbitrator shall, at the request of either party -

- (a) investigate the differences;
- (b) define the issue in the difference, and
- (c) make written recommendations to resolve the difference within five days of the date of the receipt of the request; and for those five days from that date, time does not run in respect of the grievance procedure.

ARTICLE 9 - CATEGORIES OF EMPLOYEES

9.01 EMPLOYEE

Employee shall mean all clerical, technical and service employees who are covered by the Certification granted to A.U.C.E. Local #4 by the British Columbia Labour Relations Board on December 17, 1974 except those excluded pursuant to Article 2.05 who shall be considered exempt for the purposes of this Agreement.

The parties recognize that other positions which are in dispute will be referred to the Labour Relations Board for decision.

9.02 UNION REPRESENTATIVE

Union Representative shall mean any employee authorized by the Union, its Executive, or its Committees, to act on its behalf.

9.03 REGULAR EMPLOYEE

Regular employee shall mean any person employed for twenty (20) or more hours per week with an indefinite term of appointment, or employees hired for a term of ten (10) months or more in a position which the College expects to recur annually. This information will be included in the employee's hiring form.

9.04 TERM EMPLOYEE

Term employee shall mean any person employed for twenty (20) or more hours per week and for a fixed period of time of one academic term or more. The College will consult with the Union on any positions with a definite term exceeding ten (10) months.

9.05 PART TIME EMPLOYEE

A part time employee means any person employed for less than twenty (20) hours per week and for one academic term or more.

9.06 CASUAL EMPLOYEE

A casual employee shall mean any person employed with an anticipated termination date of less than one academic term or 608 hours or less. Employment may be for thirty-five (35) hours or less per week.

A casual employee who accumulates in excess of 608 hours without a break in service in excess of six (6) months, shall be considered from that point on as either a term employee or a part time employee, whichever definition is applicable.

9.07 PROBATIONARY EMPLOYEE

A probationary employee shall mean any new employee other than casual, serving a probationary period of three (3) months of employment before being engaged by the College as an employee.

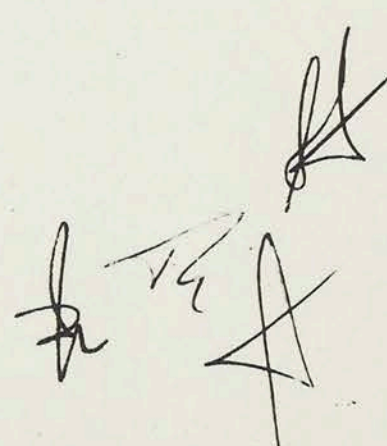
EMPLOYEE APPOINTMENTS

- (a) At the time of employment and appointment, the employee and the College will acknowledge on a hiring form, amongst other things:
- (i) the date of the commencement of employment;
 - (ii) the term of appointment and whether the term is definite or indefinite. If the College expects the position to recur annually, that will be indicated;
 - (iii) the regular schedule of the number of hours to be worked per week;
 - (iv) the position for which the employee is hired;
 - (v) subject to the provisions of Article 13, whether or not weekend work will be a requirement of the hiring, in which event the College will attempt to stipulate when the weekend work requirement will commence.
- (b) The Hiring Form above described will be used for determining the category of employment (whether regular, term, part time or casual) for the purposes of this Agreement.

WORK PERFORMED UNDER GOVERNMENT 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 are separately and specially funded by Government Grants and shall not be deemed to be a part of the affairs and operations of the College to which this Agreement applies.

The College agrees that those persons involved in these projects will not be utilized to perform work tasks normally performed by members of the Union.



ARTICLE 10 - DISCHARGE, SUSPENSION, DISCIPLINE

10.01 DISCIPLINE PROCEDURE

No employee shall be disciplined, suspended or discharged except for just cause, and an employee shall be discharged for disciplinary reasons only upon the written authority of the Principal of the College.

When an employee is reprimanded for conduct which if repeated may be grounds for her discharge, or suspension, she shall be given the reason for this action verbally at the time of the reprimand and a confirmation will then be given in writing to the employee in the presence of her steward, 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 in duplicate, to her steward within five (5) working days following the discharge or suspension.

10.02 BURDEN OF PROOF

In cases of discipline, suspension or discharge, the burden of proof of just cause shall rest with the College. The charge submitted by the College shall be limited to information in the written notice given.

10.03 LENGTH OF SUSPENSION

Under no circumstances shall suspension exceed five (5) working days or one (1) working week.

10.04 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 7 of this Agreement.

10.05 UNJUST CAUSE

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

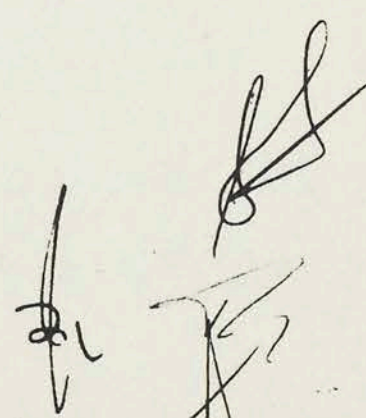
10.06 RIGHT TO GRIEVE OTHER DISCIPLINARY ACTION

Other disciplinary actions grievable by the employee shall include written censures, letters of reprimand, and adverse reports and performance evaluations. An employee shall be given a copy of any such document placed in the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in her file, she shall be entitled to recourse through the Grievance Procedure and the eventual resolution thereof shall become part of her permanent record. Upon the employee's request any such document shall be removed from the employee's file after the expiration of twelve (12) months from the date it was issued. The College agrees not to introduce as evidence in any hearing any document from the file of the employee the existence of which the employee was not aware of at the time of filing.



EVALUATION REPORTS

Where an appraisal of an employee's performance is carried out, the employee concerned shall be given the opportunity to read and review the appraisal. Provision shall be made on the evaluation form for an employee to sign it. The form shall provide for the employee's signature in two places; one indicating that the employee has read and accepts the appraisal and the other indicating that the employee disagrees with the appraisal. An employee shall, upon request, receive a copy of this evaluation report.

Handwritten signatures and initials are present in the bottom right corner of the page. There are two distinct signatures, one appearing to be 'JL' and another more complex signature, along with some initials.

ARTICLE 11 - SENIORITY

11.01 SENIORITY DEFINED

(a) Seniority for present Employees

The Service Seniority position of those employees who are employed by the College on the date of signing of this Agreement shall be set out in Appendix C.

The Classification Seniority position of those employees who are employed by the College on the date of signing of this Agreement shall be as set out in Appendix D.

(see Appendix E for Classification Groupings)

(b) Service Seniority

Service seniority is the total length of service with the College in a regular position.

(c) Classification Seniority

Classification seniority is the total length of service of the employee within a classification grouping.

(see Appendix E for Classification Groupings)

11.02 SENIORITY LISTS

The College shall maintain seniority lists, revised every six (6) months, showing the date upon which each employee's service commenced. Copies of the list shall be supplied to the Union.

11.03 ACCRUAL OF SENIORITY

(a) Service seniority shall be accrued by regular employees on the basis of the calendar months of service.

(b) Classification seniority shall be accrued by term employees and part-time employees by calendar months of service (152 hours = 1 month).

(c) Casual employees shall not accrue seniority.

11.04 TRANSFER OF SENIORITY STATUS

If a term employee, or a part-time employee, becomes a regular employee, classification seniority earned shall be deemed to be service seniority.

11.05 ACCRUAL OF SENIORITY DURING APPROVED LEAVES

(a) Regular employees shall continue to accrue service seniority to a maximum of three (3) calendar months during an approved leave of absence and during lay-off. Thereafter the employee's seniority shall be maintained unless lost by reason of the provisions of Article 11.06.

11.05 (cont'd)

- (b) Term employees and part-time employees shall continue to accrue classification seniority to a maximum of three (3) calendar months during an approved leave of absence and during lay-off. 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:
 - (i) she fails without good cause (e.g. sickness or accident) or refuses to return to work after lay-off upon being recalled, or
 - (ii) she is discharged for proper cause, or
 - (iii) she resigns, or
 - (iv) she is on lay-off for a period in excess of twelve (12) months.
- (c) A term employee or part-time employee shall lose classification seniority if there is a break in service in excess of six (6) months in addition to the provisions of Article 11.06(a).

ARTICLE 12 - LAYOFF AND RECALL

12.01 LAYOFF PROCEDURE

- (a) Both parties recognize that job security should increase in proportion to length of service. Therefore, if a reduction of staff is necessary the following procedures shall be adopted.
 - (i) casual employees shall be laid off first,
 - (ii) probationary employees shall be laid off second,
 - (iii) term and part-time employees shall be laid off in reverse of the classification seniority list,
 - (iv) thereafter, Regular employees shall be laid off in reverse order of service seniority.
- (b) If a layoff involving regular employees will exceed four (4) weeks, then employees with service seniority may displace less senior employees providing they have the abilities and skills necessary to fulfil the positions held by less senior employees within a four (4) week training period.

It is understood and agreed that the application of these provisions, 12.01(a) and (b) shall not affect the College's right to maintain an efficient staff and that any employee claiming seniority for the purpose of displacing others must meet position requirements including the possession of any special qualifications which may be necessary for the work involved.

12.02 ADVANCE NOTICE

In the event of lay-offs, the College shall notify the union and the employees to be laid off in writing one (1) calendar month before lay-off is to be effected.

12.03 RECALL

In the case of layoff, a recall list shall be established. Employees on layoff shall be recalled first in order of service seniority, providing they have the abilities and skills necessary to fulfil the positions.

12.04 LENGTH OF RECALL

Any employee laid-off shall be on the recall list for a period of twelve (12) months.

12.05

NOTICE OF RECALL

Notice of recall shall be made by telephone, or if unsuccessful, by double registered mail to the last address of the employee known by the College. It shall be the responsibility of the employee on the recall list to keep the College informed of the current address and telephone number.

The employee so notified must report at the College prepared to commence work on the day stipulated in the notice or in the absence of a stipulated date, on the tenth working day following the telephone call or mailing of the notice.

The College may fill a position on a casual basis pending the return of a recalled employee.

12.06

REQUEST OF RECALL

Those employees who are working in jobs with a definite termination date shall fill in a request form in order to be put on the recall list. All other employees shall automatically be put on the recall list.

ARTICLE 13 - HOURS OF WORK

13.01 WORK DAY AND WORK WEEK

Except as limited or modified by this Article, the work day shall be seven (7) working hours per day and the work week shall consist of five (5) consecutive days or less of work, with no less than two (2) consecutive days off.

13.02 WORK WEEK FOR PRESENT EMPLOYEES

The parties agree that the present schedules for employees on the seniority lists established in Article 11 will not be unilaterally changed by the College. The parties recognize however, the probability of the College delivering educational services to the community on a seven (7) days per week basis, and an employee on the seniority list as at the date of signing this Agreement, may, at the option of the employee, re-arrange her schedule in accordance with the schedules of other employees in her department.

13.03 WORK WEEK FOR NEW EMPLOYEES

Employees hired by the College after signing of this Agreement and added to the seniority list in Article 11 thereafter will be advised of the scheduled hours of work expected of them. If the College at the time of hiring an employee has specified plans which will require the employee to work on calendar weekends, the employee shall be advised of this fact and of the probable date of implementation of such schedule and that on or before a specific date, a new schedule will be implemented at the time of hiring and completion of the hiring form referred to in Article 9.

13.04 WORK DAY AND WORK WEEK

Each employee shall have a work week falling within the guidelines set out herein:

- (a) The normal hours of work shall be thirty-five (35) scheduled work hours per week seven (7) scheduled work hours per day.
- (b) The above hours may be varied as in (c) below.
- (c) A majority of employees in each department, under the guidelines set out below, and with the approval of the Department or Administrative Head, may submit proposals to the Director of Personnel to vary the normal hours of work.

The criteria necessary are:-

- (i) The proposal must contain assurances that the daily work of the Department will be carried out.
- (ii) Where the Department relates to other components of the College, the role of the Department within the College will not be diminished or diluted.

13.04 (cont'd)

- (iii) No additional costs to the College will result by reason of the modified work week proposed, from:
 - a) additional staff;
 - b) attraction of premiums for shifts;
 - c) the necessity for additional overtime, whether in pay or in compensating time off.
- (iv) Where long week-ends or a work week of less than five (5) days results, there will be an equal distribution of days off amongst employees covered by the proposal.
- (v) Where applicable the Board of Industrial Relations approves the scheme before it is implemented.
- (vi) Approval of such Proposals shall not be unreasonably withheld by the College.
- (d) No Regular employee shall be required to work a split shift.

13.05 MEAL BREAK

An employee shall be entitled to take her meal break away from her work area. When an employee is officially requested by the College to work during her meal break whether in her own work area or in any other work area, the employee shall be compensated at the applicable overtime rates.

ARTICLE 14 - SHIFT WORK

14.01 DEFINITION OF SHIFT WORK

- (a) All hours worked on any shift which starts before 12.00 noon shall be considered a normal work day, and no shift premium shall apply thereto.
- (b) All hours worked on any shift which starts at 12.00 noon or after shall be considered shift work to which a shift premium may apply as provided herein.

14.02 SHIFT PREMIUM

Effective April 1st, 1976 a shift premium of forty-five (45¢) per hour shall be paid for all hours worked on a shift, one half or more of which shift is worked after 4.00 p.m.

14.03 NOTICE OF SHIFT SCHEDULES

When the College changes a departmental shift schedule, a new shift schedule shall be posted fourteen, (14) calendar days before the effective date of the new shift schedule.

The time of fourteen (14) days may be shortened in an emergency situation, in which case the College will advise the Union of the necessity for shortening the posting period.

This clause does not apply to individual and temporary changes of short duration in schedules made necessary due to the absence of other employees or similar circumstances.

14.04 SHORT CHANGE OVER

If shifts are scheduled so that there are not twenty-four (24) hours between the start of an employee's shift and the start of an employee's next shift, overtime rates shall apply to hours worked on the succeeding shift within the twenty-four (24) hour period.

ARTICLE 15 - OVERTIME

15.01 DEFINITION

- (a) Overtime means any working hours on duty in excess of the employee's regular working day, but not less than seven (7) hours, and means any working hours on duty in excess of the scheduled work week, but not less than thirty-five (35) hours.
- (b) Straight time means the regular rate of remuneration.
- (c) Double time means twice the straight time rate.
- (d) Time and one half means one and one-half times 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. Employees may refuse overtime individually without being subject to disciplinary action, but there shall be no concerted refusals of overtime.

15.03 OVERTIME COMPENSATION

- (a) Effective on the date of signing of this Agreement, overtime worked in excess of the scheduled work week based on an average of a thirty-five (35) hour week, shall be compensated for at the rate of time and one-half for the first four (4) hours of such overtime.
- (b) All overtime worked in excess of four (4) hours in any work week shall be compensated for at the rate of double time.
- (c) An employee who works on a regularly scheduled day of rest after a normal five (5) day work week, shall be compensated at the rate of double time for all hours worked on that day.
- (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 formulae 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 on a designated holiday shall receive her regular day's pay and shall receive additional compensation at the rate of double time for all hours worked.
- (f) An employee shall have the option of receiving pay for overtime compensation or equivalent compensating time off in lieu of being paid.

15.03 (cont'd)

- (g) An employee may accumulate no more than seventy (70) hours of overtime at any one time. The employee 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) No more than thirty-five (35) hours of compensating time may be carried into a new calendar year. The time carried over must then be taken by December 31st of the year following the calendar year in which the overtime was accumulated. If this is not done, the compensating time off which has not been taken will be paid out to the employee at the employee's hourly rate.

15.04 CALL OUT PROVISIONS

Where an employee has left after her regular work day, and prior arrangements for her to work overtime have not been made and the employee is called back for work, she shall receive a minimum of four (4) hours overtime.

Where an employee has not left after her regular work day and is requested to remain after her regular working hours, or if prior arrangements have been made for her reporting back at a specific time, this call out provision shall not apply.

15.05 OVERTIME BREAKS

All employees who are officially requested to remain at work for a period of three hours or more beyond their regular working hours, shall receive a one-half hour paid break at the applicable overtime rate. The break may be taken before, during or after the overtime period. An employee may also choose not to take a break, in which case any break due to the employee which is not taken shall be compensated for at the applicable overtime rate.

15.06 NO LAY OFF TO COMPENSATE FOR OVERTIME

Employees shall not be required to lay off during regular hours to equalize any overtime worked.

15.07 REST INTERVAL

An employee required to work overtime beyond her regular shift shall be entitled to eight (8) clear hours between the end of the overtime worked and the start of her next scheduled shift. If eight (8) clear hours are not provided, overtime rates shall apply to all hours worked on the next regular shift.

15.08 SHARING OF OVERTIME

There shall be no discrimination within individual departments in the allocation or sharing of overtime.

15.09 OVERTIME MINIMUM

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

ARTICLE 16 - HOLIDAYS

16.01 PAID HOLIDAYS

The College shall grant as paid holidays:

New Year's Day	Victoria Day	Thanksgiving Day
Good Friday	Canada Day	Remembrance Day
Easter Monday	B.C. Day	Christmas Day
Labour Day	Boxing Day	

The College will close at noon on the last working day prior to New Year's Day.

The College will close at noon on the last working day prior to Christmas Day.

Any other day declared a holiday by the Federal, Provincial and/or Municipal Government in which municipality the employee regularly works and wherein the subject municipality has granted the same paid holiday to their own employees.

In addition to the paid holidays specified herein, there shall be one additional day of holiday granted by the College in each calendar year. The College reserves the right to schedule this holiday and written notice of the specific date will be given to the Union two calendar weeks in advance. All employees must take the holiday on the date so specified.

16.02 HOLIDAYS FALLING ON A SATURDAY OR SUNDAY

When any paid holiday (as per section 16.01) 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, when a paid holiday falls on an employee's day of rest, the College shall give the employee a day off in lieu with pay at a mutually agreeable time.

16.03 EMPLOYEES REQUIRED TO WORK ON A PAID HOLIDAY

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

16.04 HOLIDAY COINCIDING WITH A DAY OF VACATION

When a day of paid holiday (not including the half day holiday preceding Christmas and New Year) falls during an employee's vacation time, the paid holiday shall not count as a day of vacation, nor as a day worked.

16.05 PAYMENT FOR SUCH HOLIDAYS

Regular employees shall not have their pay reduced by virtue of Holidays specified in Article 16.01.

16.05 (cont'd)

Other employees, if they have worked the day before and the day after a 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.

16.06 EASTER SUNDAY

Easter Sunday is not a paid holiday, but when an employee is officially requested to work on an Easter Sunday she shall be compensated as per section 15.03(e).

ARTICLE 17 - ANNUAL VACATIONS

17.01 CALENDAR YEAR

For the purposes of computing vacation entitlement 'calendar year' means the twelve month period from January 1st to December 31st inclusive.

17.02 VACATION ENTITLEMENT FOR NEW EMPLOYEES

In the initial incomplete calendar year an employee shall be entitled to vacation with pay on the following basis:

- (a) 1½ days per month if employment commenced before March 1st.
- (b) 1 day per month if employment commenced March 1st or later.

17.03 ANNUAL VACATION ENTITLEMENT

- (a) Regular employees shall be granted vacation with pay on the following basis:
 - (i) Three (3) weeks in the first complete calendar year.
 - (ii) Four (4) weeks in the fifth (5th) complete calendar year.
 - (iii) Five (5) weeks in the ninth (9th) complete calendar year.
- (b) Employees other than Casual employees working less than a thirty-five (35) hour week or for less than twelve (12) months, will be entitled to the vacation outlined above, but to pay for the vacation period on a pro rata basis.
- (c) Casual employees will be entitled to vacation pay on the basis of four (4%) per cent of gross earnings.

17.04 VACATION SCHEDULES

The employees in a department will settle a vacation schedule each year. The Union recognizes the requirement of the College for services of each department to be maintained during the vacation period. The schedule shall be submitted to the department head for approval.

By May 30th of each year, the department head of each department will inform the personnel office of the vacation schedule for that department; a copy of the vacation schedule for each department will be forwarded to the Union.

17.05 SPLIT VACATIONS

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

17.06 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 employees have the necessary skills.

17.07 APPROVED LEAVE OF ABSENCE WITH PAY DURING VACATIONS

When an employee is qualified for leave with pay in accordance with Articles 20.01 or 20.02, except sick leave, during her vacation period, there shall be no deduction from the vacation credits for such leave. The period of vacation so displaced shall be taken at a mutually agreeable time.

In the event of serious illness or accident occurring during an employee's vacation, the period of vacation time displaced shall be taken at a mutually agreeable time.

17.08 VACATION CARRY-OVER

Employees may carry over up to two (2) weeks per annum of annual vacation entitlement into the next complete calendar year.

Any vacation carried over must be used in the calendar year following the year in which the vacation was accumulated. In the absence of the employee choosing to use the vacation period so accumulated and carried over, the College may reimburse the employee for unused vacation no later than two (2) pay periods following December 31st in any calendar year.

No more than two (2) weeks of accumulated or carried over time, whether such time was accumulated under this article or under Article 15.03(g) may be added to an employee's annual vacation.

17.09 PAY CHEQUES

Employees may upon giving one (1) pay period's 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.

17.10 TERMINATION, ETC.

An employee leaving the College due to retirement, resignation, or dismissal (not because of lay-off or leave of absence) shall receive her current rate of pay for any vacation time not taken.

ARTICLE 18 - SICK LEAVE

18.01 SICK LEAVE ENTITLEMENT

The College will recognize sick time off with pay. No deduction from the pay of a regular, term, or part-time employee will be made for legitimate illnesses not exceeding thirty (30) continuous calendar days. The College may require proof of illness if it deems it necessary.

18.02 LONG TERM ILLNESS

Should a single illness exceed thirty (30) days in duration, the employee will suffer no loss of pay for the first thirty (30) day period as recognized in Article 18.01 above. After thirty (30) days of a single continuous illness, the benefits of the long term disability plan in Article 28 of this Agreement shall apply, in accordance with the terms of that Plan.

18.03 TRANSITIONAL

Any present regular full time employee having in excess of twenty-two (22) days sick leave standing to their credit will, upon execution of this Agreement, be reimbursed by the College in cash at their regular rate of pay for those sick leave days in excess of twenty-two (22) standing to the employee's credit at the end of the last complete calendar month preceding the date of execution of this Agreement.

ARTICLE 19 - CAREER DEVELOPMENT

19.01 PURPOSE

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 this Article are intended to assist employees in maintaining and improving skills and/or to assist in preparing them for foreseeable jobs within the College.

19.02 TRAINING LEAVE

When the College requires an employee to further her job related training, or the College grants an employee's request to obtain such further approved training, the College will grant leave with pay to the employees to allow them to take courses, training or seminars. When such leave is granted, the College shall bear the full cost of the course, training or seminar, including tuition, entrance or registration fees, laboratory fees and course required books. The College shall also reimburse the employee for such travelling, subsistence and other related expenses, as are 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.

19.03 COLLEGE APPROVALS

Any approval required from the College relative to the implementation of this Article shall be requested through the Director of Personnel in writing.

Such a request shall be signed by the employee and by the Union.

19.04 LIMITATION

The College may impose reasonable limitations upon the number and nature of such training sessions that individual employees may participate in.

19.05 CAPILANO COLLEGE COURSES

Any regular employee may arrange with student services to enroll for up to three (3) Capilano College courses in any one calendar year, without payment of tuition or laboratory fees. Such courses shall be taken outside the employee's normal working hours. If such courses are only offered during regular working hours, permission may be obtained from the administrator responsible and where permission is granted to take a course which is not offered outside the employee's normal working hours, the employee shall be permitted to attend during working hours provided that arrangements are made to make up time absent at no expense to the College.

Where an employee who has been enrolled in a Capilano College course, or courses, ceases to be employed by the College before completing such course or courses, the employee may be required to pay the tuition and laboratory fees for such course or courses.

ARTICLE 20 - SPECIAL AND OTHER LEAVE

20.01 BEREAVEMENT LEAVE

In the case of bereavement in the immediate family an employee not on leave of absence without pay shall be entitled to special leave at her regular rate of pay, from the date of death to and including the day of the funeral with, if necessary, an allowance for immediate return 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 any other person permanently residing in the employee's household.

20.02 SPECIAL LEAVE

Any employee not on leave of absence without pay shall be entitled to special leave at her regular rate of pay for the following:

- (a) Birth or adoption of employee's child - one (1) day.
- (b) Attend her formal hearing to become a Canadian citizen - one (1) day.
- (c) Attend as pallbearer at a funeral - 1 day.

20.03 PUBLIC DUTIES

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

- (a) The period of the Writ, for employees to seek election in a Provincial or Federal election.
- (b) A maximum period of fifteen (15) days for employees to seek election in a Municipal election.
- (c) If elected, the employee shall be granted leave of absence without pay for her term in office up to a maximum of six (6) years for election under a) above, and up to a maximum of two (2) years for election under b) above. Beyond the maximum term of leave herein, the employee shall be deemed to have terminated her employment with the College.
- (d) An employee granted leave under this article 20.03 shall maintain seniority in the bargaining unit, but shall have no right to displace employees upon return. However, such an employee will within the limits of the period of time allowed by this article, have the right to apply for vacant positions within her qualifications. In the event of a vacancy in a position which appears to be within the qualifications, skills and ability of an employee returning from public duty leave, such vacant position need not be posted until a decision with respect to the suitability of the employee is reached.

20.04 LEAVE FOR COURT APPEARANCES

- (a) The College shall grant leave with pay to employees who must serve as jurors in a court action.
- (b) In cases where an employee's private affairs (other than those specified in Section 20.02) have occasioned a court appearance, a leave of absence without pay shall be granted for a period of time reasonably required by such court appearance.
- (c) An employee in receipt of her regular earnings while serving at court shall remit to the College all monies paid to her by the Court, except travelling and meal allowances not reimbursed by the College.
- (d) In the event an employee is jailed pending a court appearance, such leave of absence shall be without pay.

20.05 ELECTIONS

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

20.06 GENERAL LEAVE

- (a) Employees may request leave of absence without pay. Such request for leave shall be in writing to the Director of Personnel, who will review the request and make every reasonable effort to obtain College approval.
- (b) In the event of a personal emergency, such as 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 an emergency absence, which the employee wishes to have treated as general leave.
- (c) Leave granted pursuant to this clause shall not affect the employee's seniority entitlement.

20.07 COMMUNITY EMERGENCY

If an employee is called upon by the Municipality or the Provincial Government to aid the community served by the College in some disaster, the College agrees to retain the Employees on the College payroll and agrees to reimburse the employees for the difference between any amount received for such service and her normal working day's pay. If an employee is on vacation leave or earned time off at the time of summons for such effort, the number of days so displaced shall be taken at a mutually agreeable time.

ARTICLE 21 - MATERNITY LEAVE

21.01 MATERNITY LEAVE

The provisions of the Maternity Protection Act will apply.

A pregnant 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) The College shall, upon request of the employee, defer the commencement of maternity leave.
- (c) If the employee maintains coverage for medical, extended health, dental and group life insurance while on maternity leave, the College agrees to continue to pay its share of the premiums.
- (d) The parties agree that a job position vacancy created by the granting of maternity leave, and all resulting job realignments, shall be filled by appointment or promotion on a temporary basis, and that the 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 the 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 attendant wages, benefits and seniority as determined by this Agreement.

Should the employee on leave elect not to resume her prior job position, or fail to do so within the prescribed time limit, the College shall post the position as a job opening, as provided in this Agreement.

All employees who have assumed a temporary position or who have had their job positions realigned in consequence of the maternity leave, shall be subject to reverting to their prior job position with all attendant wages, benefits and seniority as determined by this Agreement, at the option of the College.

21.02 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 the infant dictates such an extension.

21.03

APPLICATION FOR SICK LEAVE TO MATERNITY LEAVE

For purposes of Article 18.01, pregnancy is not considered as an illness during maternity leave. Prior to the commencement of maternity leave, Article 18.01 applies to illness not related to pregnancy, or for a complication leading to a medically-certified requirement for absence from work.

ARTICLE 22 - SAFETY AND HEALTH

22.01 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.

22.02 SAFETY COMMITTEE

- (a) The Union and the College agree to establish a College safety and Health Committee comprised of two (2) representatives from each party. The Faculty Association will be invited to appoint two members. The Committee shall meet regularly, at intervals to be determined by the committee, to make recommendations on unsafe, hazardous and dangerous conditions with the aim of preventing and reducing risk of occupational injury and illness. A copy of all minutes of the Safety and Health Committee shall be sent to the Union and the College.
- (b) Any employee who serves on the Safety and Health Committee shall receive her regular rate of pay for attending meetings of the committee, or for investigating safety matters at the direction of the committee by written resolution.
- (c) Any employee may make a written or verbal representation concerning unsafe working conditions to the Safety and Health Committee.

22.03 UNSAFE AREAS

Any employee who refuses to work in an area previously designated "unsafe" by the Safety and Health Committee shall not lose pay or be reprimanded in any way. The above designation shall be in writing.

22.04 RECOMMENDATIONS

The Union and the College agree that recommendations of the Safety and Health Committee where they are in accord with statutory requirements, shall be acted upon as soon as possible.

22.05 INDUSTRIAL FIRST AID REQUIREMENTS

The Union and the College agree that First Aid Regulations made pursuant to the Workers' Compensation Act shall be fully complied with. Where the College requires that an employee obtain, renew or upgrade her Industrial First Aid Certificate, any fees, tuition or costs of course materials and books shall be borne by the College.

22.06

REPORTING

First Aid and Safety representatives shall report all unsafe working conditions to the Safety and Health Committee, in writing. One copy of the report is to be sent to the Union and one to the College.

22.07

INDUSTRIAL FIRST AID CERTIFICATE PREMIUMS

A monthly premium shall be paid to employees required to hold a certificate under this article.

The amount of the premium shall be:

Industrial First Aid Certificate, Grade		
'C'	-	\$30.00 per month.
'B'	-	\$40.00 per month.
'A'	-	\$50.00 per month.

22.08

TRANSPORTATION FOR EMPLOYEES REQUIRING MEDICAL CARE

Transportation to the nearest physician or hospital for employees requiring urgent medical attention shall be at the expense of the College.

ARTICLE 23 - WORK CLOTHING

23.01 SUPPLY OF WORK CLOTHING

When an employee is required by the College to wear specific clothing, other than that found in her personal wardrobe, the College shall provide the designated clothing at no cost to the employee.

23.02 PROTECTIVE CLOTHING

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

23.03 MAINTENANCE OF WORK CLOTHING

It shall be the College's responsibility that clothing issued under sections 23.01 and 23.02 of this document, is maintained, cleaned and repaired and replaced as necessary, at no cost to the employees.

ARTICLE 24 - TECHNOLOGICAL AND OTHER CHANGES

24.01 DEFINITION OF DISPLACEMENT

An employee shall be considered displaced by technological change when her service shall no longer be required as a result of change in College procedures or equipment, or as a result of change in a process or method of operation.

24.02 NOTICE

The College will provide the Union with three months notice of intention to introduce technological change as defined in 24.01 of this Agreement.

24.03 RETRAINING

- (a) Employees becoming redundant due to technological change shall be retrained to qualify for a new position or an existing vacant position, if retraining for such position could be accomplished within three (3) months, except where Article 19 could be used for the employee.
- (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 or upon taking a new position.
- (c) Employees not wishing to take retraining or a new position and whose services are terminated directly due to technological change shall receive severance pay at the rate of one week's pay for each year of service, to a maximum of Twelve (12) weeks' salary and a minimum of one month's salary.
- (d) Employees who have been notified of their expected redundancy due to a technological change as defined in 24.01, must elect within one month of the date of such notice whether they will choose retraining or severance pay due to the introduction of the technological change.

ARTICLE 25 - PROMOTIONS, TRANSFERS AND STAFF CHANGES

25.01 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 the primary considerations. Within this policy first consideration will be given to employees within the bargaining unit.

All regular job vacancies and term job vacancies where the term is greater than four (4) months shall be posted on the College's Bulletin Boards simultaneously with the appearance of the advertisement outside the College should the College deem advertisement necessary.

- (b) The College may fill casual job vacancies or term job vacancies where the term is less than four (4) 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 relevant information required by this Agreement with respect to those employees.
- (c) A copy of the job posting is to be sent to the Union at time of posting.
- (d) All job postings shall contain the applicable class specification information and criteria and including -
- nature of position;
 - required qualifications;
 - required knowledge and skills;
 - shift;
 - wage or salary range classification.
- (e) All job postings shall state: "The position is open to both female and male applicants".
- (f) Where the College advertises a job vacancy outside the College, the advertisement shall include the following statements:
- (i) "The position is open to both female and male applicants".
 - (ii) "Union Membership in A.U.C.E. Local #4, may be a condition of employment".

25.02 PROMOTIONS

Both parties agree:-

- (a) with the principle of promotions within the services of the College where qualifications, ability and skill are equal, and
- (b) that job opportunities should increase in proportion to the length of service, and
- (c) that promotion shall be based on ability, qualifications and seniority.

25.03 TRANSFERS

An employee shall have the right to apply for any vacant job.

25.04 TRIAL PERIOD FOR PROMOTION AND TRANSFER

When promoted or transferred the employee shall be on a training period for one (1) month. At the discretion of the College, the training period may be extended in one-month increments for no longer than two (2) additional months. If the employee finds the job unsatisfactory or is unable to meet the basic job requirements to the satisfaction of the College, she shall be returned to her former position, if possible, or to one of equal salary range.

25.05 NOTIFICATION TO UNION

Within seven (7) working days of the date of appointment to a vacant position within the bargaining unit, the name of the successful applicant shall be sent to the Union.

25.06 RIGHT TO GRIEVE

Where an employee feels she has been aggrieved by any decision of the College related to promotion or transfer, the employee may grieve the decision at Step 3 of the Grievance Procedure in Article 7.05 of this Agreement, within five (5) working days of being notified of the results by the Director of Personnel.

25.07 INTERIM APPOINTMENTS

Where a grievance has been filed pursuant to 25.06 above, the College may attempt to fill the position on a casual or temporary basis pending the disposition of the grievance.

ARTICLE 26 - JOB CLASS SPECIFICATION

26.01 CLASS SPECIFICATION

- (a) Every job covered by the bargaining unit shall have a written class specification which will include the information and criteria shown in Appendix F, and which will further designate the job as coming within one of the classification Groupings established in Article II.
- (b) Every employee shall receive a copy of her class specification.
- (c) The Union shall receive a copy of all of the class specifications for all the jobs covered by the bargaining unit.

26.02 RECLASSIFICATION

- (a) Requests for reclassification may originate with the employee, the Union, the supervisor, or the College. These requests are to be made in writing to the Director of Personnel with one copy to the Union.
- (b) The Director of Personnel will review the case with the employee. The reclassification procedure must include the following:
 - (i) The employee shall submit a list of salient changes in the work including those reasons which indicate a need for reclassification. One copy shall go to the Director of Personnel and one to the Union.
 - (ii) The employee shall be interviewed by the Director of Personnel. At the request of the employee or the Director of Personnel, a Union observer may be present at the interview but shall not participate.
 - (iii) The department head, employee and Director of Personnel may meet as a group to discuss the request. At the request of the employee or the Director of Personnel, a Union observer may be present during this discussion but shall not participate.

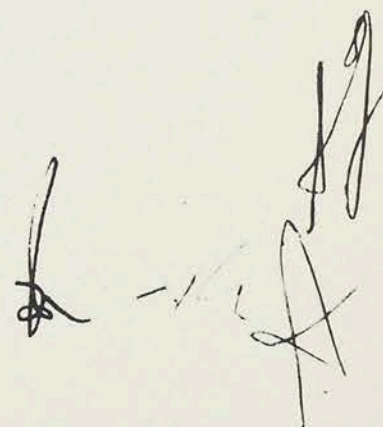
26.03 NOTIFICATION

The employee shall be notified by the Director of Personnel within sixty (60) working days of the disposition of the request for reclassification. The notification shall be in writing. If the reclassification is not recommended, the letter shall contain the reason(s) for refusal. A copy of the notification shall be sent to the Union.

26.04 RIGHT TO GRIEVE

Where an employee feels she has been aggrieved by any decision of the College relating to this Article 26, the employee may grieve the decision at Step 3 of the grievance procedure in Article 7.05 of the Agreement.

A salary change resulting from a successful reclassification application shall be retroactive to the beginning of the pay period in which the application for reclassification was received by the Director of Personnel.

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ARTICLE 27 - PAYMENT OF WAGES AND ALLOWANCES

27.01 EQUAL PAY

The College shall not discriminate between male and female employees by employing a person of one sex for any work at a rate of pay that is less than the rate of pay at which a person of the other sex is employed for similar or substantially similar work.

27.02 PAY DAYS

Employees shall be paid semi-monthly. In the event that a pay day falls on a statutory holiday or a declared holiday, the employees shall be paid on the work day immediately preceding the holiday.

27.03 RATES OF PAY

It is agreed that the rates of pay set forth in Appendix "A" hereto attached, as of the date of signing of this Agreement, shall prevail and continue during the term of this Agreement.

27.04 SUBSTITUTION PAY

When an employee is officially requested by the College to temporarily substitute in, or perform the principal duties of a job of a class classification which is on a level different from her own class specification, she shall continue to receive her regular rate of pay, as the minimum applicable pay rate.

When an employee temporarily substitutes in or performs the principal duties of a job having a higher class specification, she shall continue to receive her regular rate of pay until she has so substituted on a continuing basis for a period of time equal to the hours normally worked for five (5) working days.

If the employee continues beyond five (5) working days in the substituted position, she shall receive the salary in the range for the position which is immediately above the salary she receives in her regular position, retroactive to the beginning of the period of substitution.

27.05 RATE OF PAY ON PROMOTION OR TRANSFER

(a) (i) In the event an employee is promoted to a higher rated position the employee shall move to a step in the new pay group which is immediately above the salary she received in the former pay group.

(ii) In the event an employee is transferred to a lower rated position, the employee shall move to the same step in the new pay group as she was in the former pay group.

(b) A promotion or transfer will not affect an employee's anniversary date, seniority or entitlement to fringe benefits.

27.06 RATE OF PAY ON RECLASSIFICATION

- (a) On reclassification of an employee's position to a higher pay group, the employee shall move to the same step in the new salary group as she was in the former pay group.
- (b) Reclassification will not affect an employee's anniversary date, seniority or entitlement to fringe benefits.

27.07 MILEAGE ALLOWANCE

Authorized employees using their personal vehicle for College business, at College request, may claim a mileage allowance of 18¢ per mile from the effective date of this Agreement, until College Council gives a new policy or until this Agreement expires.

27.08 EMPLOYEE'S VEHICLES

- (a) It shall not be a condition of employment for an employee to supply a vehicle. An employee may refuse to use her private vehicle on College business.
- (b) It shall not be a condition of employment for an employee to hold a valid B.C. Driver's license unless the job specifically requires that she drives a College vehicle.

27.09 TRANSPORTATION

The College will provide transportation in the form of taxi vouchers to all employees who must work after 10.00 p.m. and before 6.30 a.m., when employees so request.

27.10 PAY STEP MATRIX - EFFECTIVE DATE OF INCREASE

An employee shall become entitled to receive the next higher pay step applicable to her pay group commencing on the 1st day of the pay period into which the employee's anniversary date of employment falls.

(also see Article 29.07)

ARTICLE 28 - HEALTH AND WELFARE

28.01 PRIOR SERVICE WITH THE COLLEGE

To the greatest extent permitted by the Benefit Plans, prior service with the College in the categories of Regular and Term Employees, as defined in this agreement, shall count towards any period of eligibility required by the Benefit Plans.

28.02 MEDICAL SERVICES PLAN OF BRITISH COLUMBIA and M.S.A. -- EXTENDED HEALTH

All Regular and Term Employees may participate in the Medical Services Plan of B.C. and in the Medical Services Association Extended Health Plans. The College and the Employees shall contribute equally to the monthly premiums for the coverage afforded for the Plans during periods of employment and coverage, and the College shall deduct the employee's contribution monthly.

Coverage and eligibility shall be governed by the terms of the Plans. The Union is aware of the name of the Insurance Consultant to the College.

28.03 DENTAL PLAN

- (a) Regular and Term Employees may avail themselves of the coverage provided by the Dental Plan, subject to the terms of the Plan for eligibility. In the case of Term employees, four clear months of employment must remain in the period of term employment after completion of the six (6) month period for eligibility.

The College will pay for eligible employees enrolling in the Plan:

EITHER:

- (i) 100% for Single Employees (no dependants covered) of Coverage A, B and C.

OR:

- (ii) 50% of monthly premiums for Employees and their dependants for Coverage A, B and C.
- (b) Effective April 1st, 1976, the College will contribute 75% of monthly premiums for option (ii) above.
- (c) The College shall deduct the Employee's share of monthly premiums where applicable.

Coverage and eligibility shall be governed by the terms of the Plans. The Union is aware of the name of the Insurance Consultant to the College.

28.04

GROUP LIFE INSURANCE AND ACCIDENTAL
DEATH INSURANCE

- (a) All Regular and Term Employees must participate in the Group Life Insurance Plan in force. The College shall pay 100% of the premiums for the coverage afforded by the Plan during periods of employment.
- (b) All Regular and Term Employees must participate in the Accidental Death and Dismemberment Insurance Plan in force. The College shall pay 100% of the premiums for the coverage afforded by the Plan during periods of employment.

Coverage and eligibility shall be governed by the terms of the Plans. The Union is aware of the name of the Insurance Consultant to the College.

28.05

LONG-TERM DISABILITY

- (a) All Regular and Term Employees must participate in the Group Life Insurance Plan. The Employee shall pay 100% of the premiums for the coverage afforded by the Plan during periods of employment. The Plan will provide 70% of earnings for coverage.
- (b) The College shall deduct the monthly premiums and shall pay these over to the Insurer.
- (c) Coverage and eligibility shall be governed by the terms of the Plans. The Union is aware of the name of the Insurance Consultant to the College.

28.06

COVERAGE REQUIRED BY LAW

The College shall deduct such sums as are required by law and make such contributions on behalf of employees as legislation binding upon the College may require. Examples are: U.I.C., W.C.B., Superannuation Plan where applicable.

28.07

EMPLOYEE'S RESPONSIBILITY FOR BENEFIT
COVERAGE

It is understood and agreed that it is the responsibility of the Employee to make herself familiar with the 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 eligibility nor 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 29 - GENERAL CONDITIONS

29.01 POLITICAL ACTIVITY

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

29.02 CONTRACTING OUT

The College agrees not to contract out any work normally performed by employees covered by this Agreement, as of the date of signing of this Agreement, which would result in the laying off of such employees, or which would delay the recall of employees who have been laid off.

The College will consult with the Union if any contract for work which could be performed by members of the bargaining unit falls for renewal during the period when employees are on lay off.

Any contract which the College contemplates and which is a break in the present pattern of work contracted out by the College will be discussed with the Union.

29.03 CONSULTATION

Employees who are using the equipment shall be consulted regarding the purchasing and rental of such equipment for their working unit. The final decision whether to purchase or rent specific equipment lies with the College.

29.04 COMMUNITY FACILITIES

Employees shall be allowed the use of College recreational facilities such as tennis courts, exercise room, etc. during hours scheduled for such purposes.

29.05 NO PYRAMIDING

The Union agrees that where an employee holds more than one position with the College, whether the additional position is held as a member of the Union or otherwise, the employee can not compound the positions held or their related work hours, for purposes of claiming entitlement to overtime; changes in employment status; accrual of working hours for purposes of determining seniority, lay-off and recall positions; shift premiums; overtime compensation; call-out compensation; sick leave entitlement, or any other benefit entitlement.

The Union further agrees that where an employee holds a position with the College, which position is not within the scope of the certification granted to the Union, any hours worked by the employee in that position, will not be included in any circulation of check-off of union dues and assessments.

29.06

ABSENCE WITHOUT LEAVE

If an employee is absent without having notified the personnel office of the College, and the College has been unsuccessful in a reasonable attempt to contact the employee, such absence may be treated by the College as just cause for discipline.

The Union recognizes the inconvenience to which other employees may be put by such absences and the problems and extra expense to the College resulting.

Repeated absence without leave may be just cause for termination.

29.07

LEAVE OF ABSENCE WITHOUT PAY

When leave of absence extends over thirty (30) days, for any reason other than illness, the anniversary date for that employee shall first be delayed for one month. The anniversary date shall then be delayed one further week for each additional week that the leave of absence is extended.

(also see Article 27.10)

29.08

AGE OF RETIREMENT

The parties agree that an employee may be retired, effective at the end of the pay period in which the employee attains the age 65. This provision shall at all times be subject to the requirements of the Municipal Superannuation Act and any amendments thereto.

ARTICLE 30 - DURATION OF CONTRACT

30.01 EFFECTIVE DATES

Except where otherwise expressly provided herein, the terms of this Agreement shall become effective on the 1st day of January, 1975, and shall continue in force and effect until midnight on the 30th day of September, 1976.

30.02 LABOUR CODE EXCLUSION

The parties expressly agree that the operation of Section 66(2) of the Labour Code of British Columbia is specifically excluded.

30.03 NEW AGREEMENT

Either party to this agreement may, not more than three (3) months and not less than one (1) month prior to the 30th day of September, 1976, present to the other party, in writing, proposed terms of a new, or further agreement, and/or amendments to this Agreement.

30.04 CONTINUATION OF PRESENT AGREEMENT

In the event that a new or further Agreement is not entered into by the parties on or before the 1st day of October, 1976, 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.

ARTICLE 31 - DEFINITIONS

31.01 DEFINITIONS - INTENT AND MEANING

Except where specific definitions of words, terms or phrases are expressly provided within specific provisions of this agreement, the following definitions shall be used to establish the intent and meaning of the language of this agreement;

"academic term" -

"Agreement" - means the entirety of the current collective agreement entered into between the Union and the College, including the appendices and any alteration or amendment which may from time to time be mutually agreed to by the parties, and specifically incorporated into the Agreement.

"Classification Groupings" - means those groupings of job positions which are set out in Appendix "E".

"College" - means Capilano College Technical and Vocational Institute, a party to the Agreement.

"Consultation" - means a discussion process intended as a vehicle through which the parties may make known their respective views and opinions.

"day off with pay" -

"dismissal" - means employment is brought to an end for reasons other than lay-off, normal expiration of a definite term appointment, or a leave of absence.

"Employee" - means only those employees of the College who are within the scope of the certification granted to the Union, as outlined in Article 9.01.

"hours of work per week" - shall include an equivalent number of hours which result from an arithmetic averaging of the hours worked in a modified work week schedule cycle.

"lay-off" - means a temporary relief from active service but not including dismissal, suspension, termination, leave of absence, or normal expiration of a definite term appointment. "Lay-off" has no disciplinary connotation.

"new position" - means creation of a wholly new job position within the College, which position did not exist within the College at the date of execution of this agreement. It does not include positions which have merely been given new titles.

"officially requested" - means a request originating from a person who has been designated by the College as one who has the authority to make such request.

"present" - means a state of being of a fact or circumstance which existed at the time of execution of the Agreement.

"Salary Grouping" - means a numerical position in the pay group column of Appendix "A", pay group and pay step matrix.

"suspension" - means the temporary removal of an employee from active employment for disciplinary reasons, but not including lay-off, leave of absence, or normal expiration of a definite fixed term appointment.

"terminated" - (or "termination") - means employment is brought to an end for reasons other than lay-off, normal expiration of a definite fixed term appointment or a leave of absence.

"Union" - means The Association of University and College Employees, Local No. 4 (A.U.C.E., Local No. 4), a party to the Agreement.

"working days" - where this phrase is used to designate a time span for purposes of giving a notice, or relative to specific action or a required response by the parties to the agreement, it shall be taken to intend the exclusion of calendar weekends.

31.02

OBJECTIVE INTERPRETATION

Where no specific definition of a word, term or phrase is expressly provided in this Agreement, such word, term, or phrase shall be interpreted objectively, not subjectively; and according to common and normal grammatical usage.

31.03

NOTIFICATION REQUIREMENTS

Where this Agreement requires notice to be given between the parties to the Agreement, such notice shall be in writing, and mailing of such notice by ordinary mail shall be deemed to be effective notice unless the Agreement specifically requires another mode of delivery or service.

APPENDIX A

(1 of 4)

Pay Group and Pay Step Matrix
 January 1, 1975 - March 31, 1975
 (Reference - Article 27.03 of the Agreement)

Pay Group	1	1½	2	3	4	5
5	\$ 553 3.64	\$ 561 3.69	\$ 569 3.74	\$ 581 3.82	\$ 598 3.93	\$ 615 4.05
6	\$ 569 3.74	\$ 575 3.78	\$ 581 3.82	\$ 598 3.93	\$ 615 4.05	\$ 634 4.17
7	\$ 581 3.82	\$ 590 3.88	\$ 598 3.93	\$ 615 4.05	\$ 634 4.17	\$ 648 4.26
8	\$ 598 3.93	\$ 607 3.99	\$ 615 4.05	\$ 634 4.17	\$ 648 4.26	\$ 673 4.43
9	\$ 615 4.05	\$ 625 4.11	\$ 634 4.17	\$ 648 4.26	\$ 673 4.43	\$ 697 4.59
10	\$ 634 4.17	\$ 641 4.22	\$ 648 4.26	\$ 673 4.43	\$ 697 4.59	\$ 719 4.73
11	\$ 648 4.26	\$ 661 4.35	\$ 673 4.43	\$ 697 4.59	\$ 719 4.73	\$ 753 4.95
12	\$ 673 4.43	\$ 685 4.51	\$ 697 4.59	\$ 719 4.73	\$ 753 4.95	\$ 778 5.12
13	\$ 697 4.59	\$ 708 4.66	\$ 719 4.73	\$ 753 4.95	\$ 778 5.12	\$ 813 5.35
14	\$ 719 4.73	\$ 736 4.84	\$ 753 4.95	\$ 778 5.12	\$ 813 5.35	\$ 842 5.54
15	\$ 753 4.95	\$ 766 5.04	\$ 778 5.12	\$ 813 5.35	\$ 842 5.54	\$ 881 5.80
16	\$ 778 5.12	\$ 796 5.24	\$ 813 5.35	\$ 842 5.54	\$ 881 5.80	\$ 917 6.03
17	\$ 813 5.35	\$ 828 5.45	\$ 842 5.54	\$ 881 5.80	\$ 917 6.03	\$ 958 6.30
18	\$ 842 5.54	\$ 862 5.67	\$ 881 5.80	\$ 917 6.03	\$ 958 6.30	\$ 996 6.55
19	\$ 881 5.80	\$ 899 5.91	\$ 917 6.03	\$ 958 6.30	\$ 996 6.55	\$1038 6.83
20	\$ 917 6.03	\$ 938 6.17	\$ 958 6.30	\$ 996 6.55	\$1038 6.83	\$1086 7.14
21	\$ 958 6.30	\$ 977 6.43	\$ 996 6.55	\$1038 6.83	\$1086 7.14	\$1131 7.44
22	\$ 996 6.55	\$1017 6.69	\$1038 6.83	\$1086 7.14	\$1131 7.44	\$1179 7.76
23	\$1038 6.83	\$1062 6.99	\$1086 7.14	\$1131 7.44	\$1179 7.76	\$1232 8.11
24	\$1086 7.14	\$1109 7.30	\$1131 7.44	\$1179 7.76	\$1232 8.11	\$1283 8.44
25	\$1131 7.44	\$1155 7.60	\$1179 7.76	\$1232 8.11	\$1283 8.44	\$1339 8.81
26	\$1179 7.76	\$1206 7.93	\$1232 8.11	\$1283 8.44	\$1339 8.81	\$1402 9.22
27	\$1232 8.11	\$1258 8.28	\$1283 8.44	\$1339 8.81	\$1402 9.22	\$1464 9.63
28	\$1283 8.44	\$1311 8.63	\$1339 8.81	\$1402 9.22	\$1464 9.63	\$1521 10.01

For the purpose of calculating hourly rates from the basic monthly salaries, the monthly salary as shown above divided by 152 for steps 1, 2, 3, 4 & 5. Step 1½ is the average between steps 1 and 2.

Pay Group and Pay Step Matrix
 April 1, 1975 - September 30, 1975
 (Reference - Article 27.03 of the Agreement)

Pay Group	1	1½	2	3	4	5
5	\$ 633 4.16	\$ 641 4.22	\$ 649 4.27	\$ 661 4.35	\$ 678 4.46	\$ 695 4.57
6	\$ 649 4.27	\$ 655 4.31	\$ 661 4.35	\$ 678 4.46	\$ 695 4.57	\$ 714 4.70
7	\$ 661 4.35	\$ 670 4.41	\$ 678 4.46	\$ 695 4.57	\$ 714 4.70	\$ 728 4.79
8	\$ 678 4.46	\$ 687 4.52	\$ 695 4.57	\$ 714 4.70	\$ 728 4.79	\$ 753 4.95
9	\$ 695 4.57	\$ 705 4.64	\$ 714 4.70	\$ 728 4.79	\$ 753 4.95	\$ 777 5.11
10	\$ 714 4.70	\$ 721 4.74	\$ 728 4.79	\$ 753 4.95	\$ 777 5.11	\$ 799 5.26
11	\$ 728 4.79	\$ 741 4.88	\$ 753 4.95	\$ 777 5.11	\$ 799 5.26	\$ 833 5.48
12	\$ 753 4.95	\$ 765 5.03	\$ 777 5.11	\$ 799 5.26	\$ 833 5.48	\$ 858 5.64
13	\$ 777 5.11	\$ 788 5.18	\$ 799 5.26	\$ 833 5.48	\$ 858 5.64	\$ 893 5.88
14	\$ 799 5.26	\$ 816 5.37	\$ 833 5.48	\$ 858 5.64	\$ 893 5.88	\$ 922 6.07
15	\$ 833 5.48	\$ 846 5.57	\$ 858 5.64	\$ 893 5.88	\$ 922 6.07	\$ 961 6.32
16	\$ 858 5.64	\$ 876 5.76	\$ 893 5.88	\$ 922 6.07	\$ 961 6.32	\$ 997 6.56
17	\$ 893 5.88	\$ 908 5.97	\$ 922 6.07	\$ 961 6.32	\$ 997 6.56	\$1038 6.83
18	\$ 922 6.07	\$ 942 6.20	\$ 961 6.32	\$ 997 6.56	\$1038 6.83	\$1076 7.08
19	\$ 961 6.32	\$ 979 6.44	\$ 997 6.56	\$1038 6.83	\$1076 7.08	\$1118 7.36
20	\$ 997 6.56	\$1018 6.70	\$1038 6.83	\$1076 7.08	\$1118 7.36	\$1166 7.67
21	\$1038 6.83	\$1057 6.95	\$1076 7.08	\$1118 7.36	\$1166 7.67	\$1211 7.97
22	\$1076 7.08	\$1097 7.22	\$1118 7.36	\$1166 7.67	\$1211 7.97	\$1259 8.28
23	\$1118 7.36	\$1142 7.51	\$1166 7.67	\$1211 7.97	\$1259 8.28	\$1312 8.63
24	\$1166 7.67	\$1189 7.82	\$1211 7.97	\$1259 8.28	\$1312 8.63	\$1363 8.97
25	\$1211 7.97	\$1235 8.13	\$1259 8.28	\$1312 8.63	\$1363 8.97	\$1419 9.34
26	\$1259 8.28	\$1286 8.46	\$1312 8.63	\$1363 8.97	\$1419 9.34	\$1482 9.75
27	\$1312 8.63	\$1338 8.80	\$1363 8.97	\$1419 9.34	\$1482 9.75	\$1544 10.16
28	\$1363 8.97	\$1391 9.15	\$1419 9.34	\$1482 9.75	\$1544 10.16	\$1601 10.53

For the purpose of calculating hourly rates from the basic monthly salaries, the monthly salary as shown above is divided by 152 for steps 1,2,3,4 and 5. Step 1½ is the average between steps 1 and 2.

Pay Group and Pay Step Matrix
 October 1, 1975 - March 31, 1976
 (Reference - Article 27.03 of the Agreement)

Pay Group	1	1½	2	3	4	5
5	\$ 723 4.76	\$ 731 4.81	\$ 739 4.86	\$ 751 4.94	\$ 768 5.05	\$ 785 5.16
6	\$ 739 4.86	\$ 745 4.90	\$ 751 4.94	\$ 768 5.05	\$ 785 5.16	\$ 804 5.29
7	\$ 751 4.94	\$ 760 5.00	\$ 768 5.05	\$ 785 5.16	\$ 804 5.29	\$ 818 5.38
8	\$ 768 5.05	\$ 777 5.11	\$ 785 5.16	\$ 804 5.29	\$ 818 5.38	\$ 843 5.55
9	\$ 785 5.16	\$ 795 5.23	\$ 804 5.29	\$ 818 5.38	\$ 843 5.55	\$ 867 5.70
10	\$ 804 5.29	\$ 811 5.34	\$ 818 5.38	\$ 843 5.55	\$ 867 5.70	\$ 889 5.85
11	\$ 818 5.38	\$ 831 5.47	\$ 843 5.55	\$ 867 5.70	\$ 889 5.85	\$ 923 6.07
12	\$ 843 5.55	\$ 855 5.63	\$ 867 5.70	\$ 889 5.85	\$ 923 6.07	\$ 948 6.24
13	\$ 867 5.70	\$ 878 5.78	\$ 889 5.85	\$ 923 6.07	\$ 948 6.24	\$ 983 6.47
14	\$ 889 5.85	\$ 906 5.96	\$ 923 6.07	\$ 948 6.24	\$ 983 6.47	\$1014 6.67
15	\$ 923 6.07	\$ 936 6.16	\$ 948 6.24	\$ 983 6.47	\$1014 6.67	\$1057 6.95
16	\$ 948 6.24	\$ 966 6.36	\$ 983 6.47	\$1014 6.67	\$1057 6.95	\$1097 7.22
17	\$ 983 6.47	\$ 999 6.57	\$1014 6.67	\$1057 6.95	\$1097 7.22	\$1142 7.51
18	\$1014 6.67	\$1036 6.82	\$1057 6.95	\$1097 7.22	\$1142 7.51	\$1184 7.79
19	\$1057 6.95	\$1077 7.09	\$1097 7.22	\$1142 7.51	\$1184 7.79	\$1230 8.09
20	\$1097 7.22	\$1120 7.37	\$1142 7.51	\$1184 7.79	\$1230 8.09	\$1283 8.44
21	\$1142 7.51	\$1163 7.65	\$1184 7.79	\$1230 8.09	\$1283 8.44	\$1332 8.76
22	\$1184 7.79	\$1207 7.94	\$1230 8.09	\$1283 8.44	\$1332 8.76	\$1385 9.11
23	\$1230 8.09	\$1256 8.26	\$1283 8.44	\$1332 8.76	\$1385 9.11	\$1443 9.49
24	\$1283 8.44	\$1308 8.61	\$1332 8.76	\$1385 9.11	\$1443 9.49	\$1499 9.86
25	\$1332 8.76	\$1359 8.94	\$1385 9.11	\$1443 9.49	\$1499 9.86	\$1561 10.27
26	\$1385 9.11	\$1415 9.31	\$1443 9.49	\$1499 9.86	\$1561 10.27	\$1630 10.72
27	\$1443 9.49	\$1472 9.68	\$1499 9.86	\$1561 10.27	\$1630 10.72	\$1698 11.17
28	\$1499 9.86	\$1530 10.07	\$1561 10.27	\$1630 10.72	\$1698 11.17	\$1761 11.59

For the purpose of calculating hourly rates from the basic monthly salaries, the monthly salary as shown above is divided by 152 for steps 1,2,3,4 & 5. Step 1½ is the average between steps 1 and 2.

APPENDIX A
Pay Group and Pay Step Matrix
April 1, 1976 - September 30, 1976
(Reference - Article 27.03 of the Agreement)

(4 of 4)

Pay Group	1	1½	2	3	4	5
5	\$ 823 5.41	\$ 831 5.47	\$ 839 5.52	\$ 851 5.60	\$ 868 5.71	\$ 885 5.82
6	\$ 839 5.52	\$ 845 5.56	\$ 851 5.60	\$ 868 5.71	\$ 885 5.82	\$ 904 5.95
7	\$ 851 5.60	\$ 860 5.66	\$ 868 5.71	\$ 885 5.82	\$ 904 5.95	\$ 918 6.04
8	\$ 868 5.71	\$ 877 5.77	\$ 885 5.82	\$ 904 5.95	\$ 918 6.04	\$ 943 6.20
9	\$ 885 5.82	\$ 895 5.89	\$ 904 5.95	\$ 918 6.04	\$ 943 6.20	\$ 967 6.36
10	\$ 904 5.95	\$ 911 5.99	\$ 918 6.04	\$ 943 6.20	\$ 967 6.36	\$ 989 6.51
11	\$ 918 6.04	\$ 931 6.13	\$ 943 6.20	\$ 967 6.36	\$ 989 6.51	\$1023 6.73
12	\$ 943 6.20	\$ 955 6.28	\$ 967 6.36	\$ 989 6.51	\$1023 6.73	\$1048 6.89
13	\$ 967 6.36	\$ 978 6.43	\$ 989 6.51	\$1023 6.73	\$1048 6.89	\$1083 7.13
14	\$ 989 6.51	\$1006 6.62	\$1023 6.73	\$1048 6.89	\$1083 7.13	\$1114 7.33
15	\$1023 6.73	\$1036 6.82	\$1048 6.89	\$1083 7.13	\$1114 7.33	\$1157 7.61
16	\$1048 6.89	\$1066 7.01	\$1083 7.13	\$1114 7.33	\$1157 7.61	\$1197 7.88
17	\$1083 7.13	\$1099 7.23	\$1114 7.33	\$1157 7.61	\$1197 7.88	\$1242 8.17
18	\$1114 7.33	\$1136 7.47	\$1157 7.61	\$1197 7.88	\$1242 8.17	\$1284 8.45
19	\$1157 7.61	\$1177 7.74	\$1197 7.88	\$1242 8.17	\$1284 8.45	\$1330 8.75
20	\$1197 7.88	\$1220 8.03	\$1242 8.17	\$1284 8.45	\$1330 8.75	\$1383 9.10
21	\$1242 8.17	\$1263 8.31	\$1284 8.45	\$1330 8.75	\$1383 9.10	\$1432 9.42
22	\$1284 8.45	\$1307 8.60	\$1330 8.75	\$1383 9.10	\$1432 9.42	\$1485 9.77
23	\$1330 8.75	\$1356 8.92	\$1383 9.10	\$1432 9.42	\$1485 9.77	\$1543 10.15
24	\$1383 9.10	\$1408 9.26	\$1432 9.42	\$1485 9.77	\$1543 10.15	\$1599 10.52
25	\$1432 9.42	\$1459 9.60	\$1485 9.77	\$1543 10.15	\$1599 10.52	\$1661 10.93
26	\$1485 9.77	\$1515 9.97	\$1543 10.15	\$1599 10.52	\$1661 10.93	\$1730 11.38
27	\$1543 10.15	\$1572 10.34	\$1599 10.52	\$1661 10.93	\$1730 11.38	\$1798 11.83
28	\$1599 10.52	\$1630 10.72	\$1661 10.93	\$1730 11.38	\$1798 11.83	\$1861 12.24

For the purpose of calculating hourly rates from the basic monthly salaries, the monthly salary as shown above is divided by 152 for steps 1, 2, 3, 4, & 5. Step 1½ is the average between steps 1 and 2.

capilano college memorandum

from:

Date: _____

to: Capilano College Technical and Vocational Institute

RE: APPENDIX B - ASSIGNMENT OF WAGES,
CHECK-OFF OF UNION DUES AND ASSESSMENTS

Until this authority 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 No. 4, fees and dues at the assessment rate and in the amounts following:

☐

REGULAR

☐

PART-TIME

☐

TERM

☐

CASUAL

1. Initiation Fees in the amount of \$ _____

2. Dues of \$ _____ per ☐ MONTH ☐ WEEK ☐ HOUR
or part thereof

starting with the month of _____, 19____

I understand these dues and assessments will be deducted from each pay period.

I further authorize you to deduct from my wages and pay to the said Union such further or increased fees, dues or assessments from time to time declared to be in accord with the Constitution and 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 deduction of such fees, dues or assessments, is a matter only between the Union and myself, and no liability can attach to Capilano College in consequence of any such dispute or objection.

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

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Social Insurance Number

Signature: _____

CAPILANO COLLEGE TECHNICAL AND VOCATIONAL
INSTITUTE

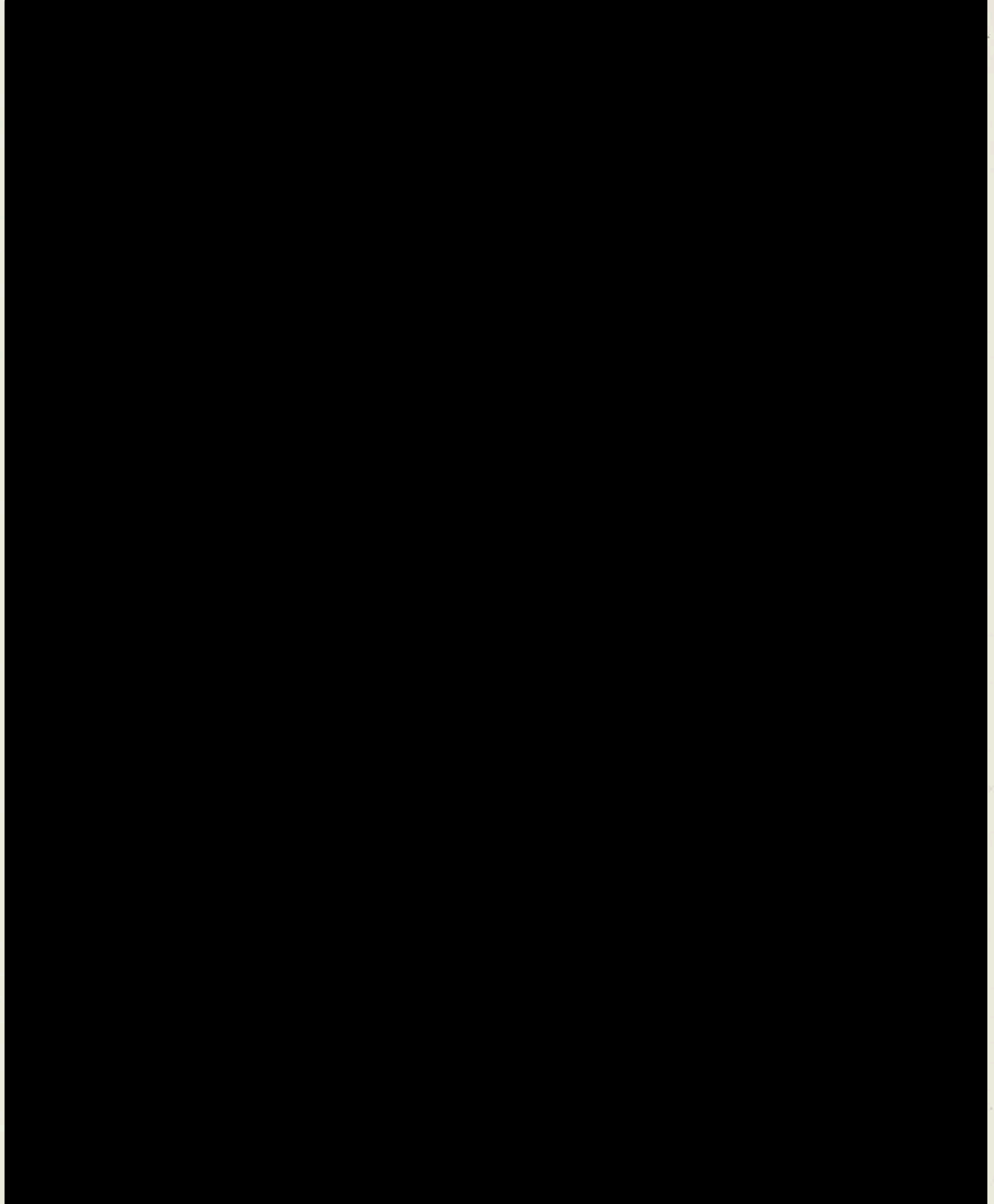
Per: _____

APPENDIX C - REGULAR EMPLOYEE SERVICE SENIORITY LIST

(1 of 2)

(CHRONOLOGICAL LISTING)

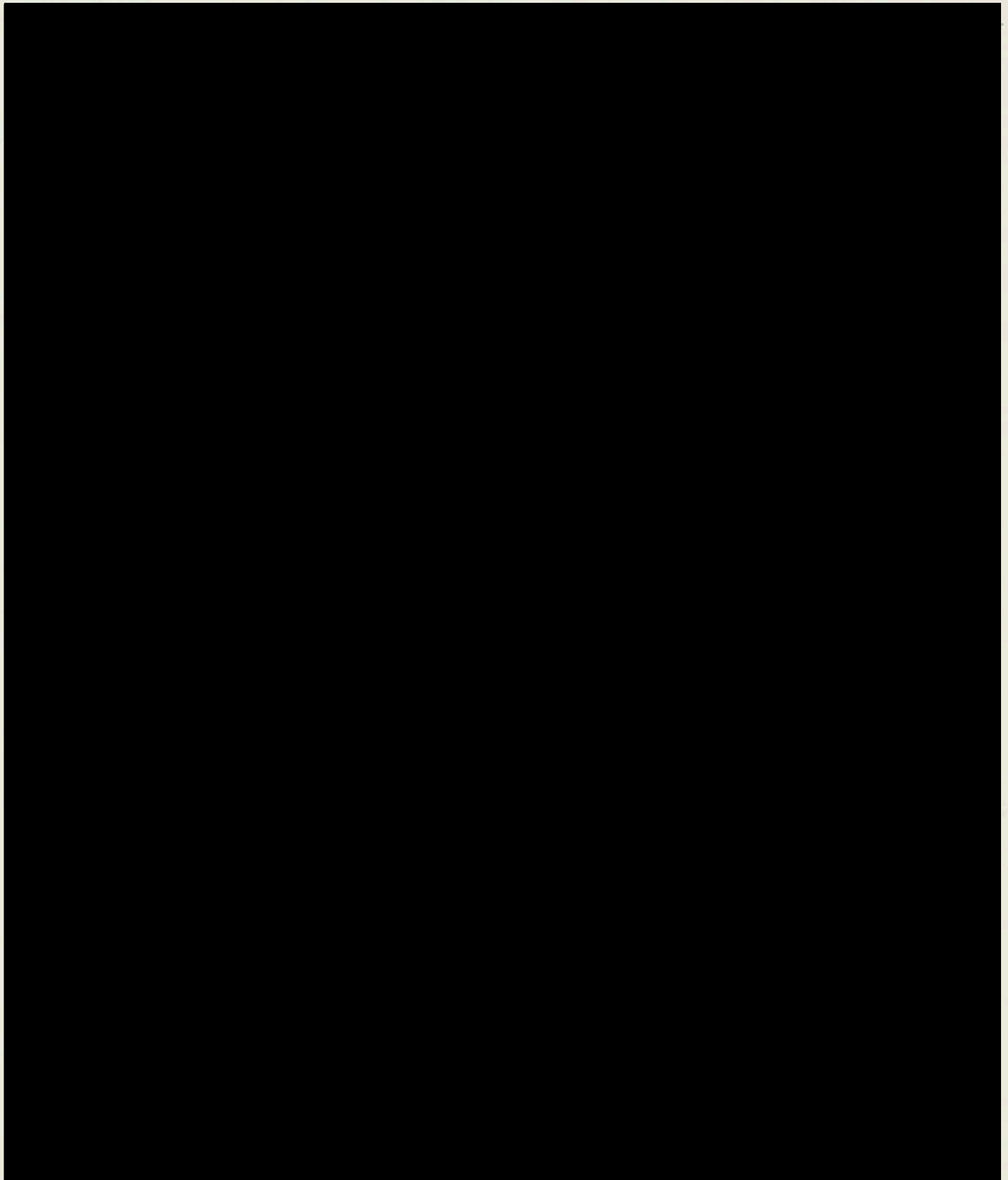
(Reference - Article 11 of Agreement)



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(CHRONOLOGICAL LISTING)

(Reference - Article 11 of Agreement)



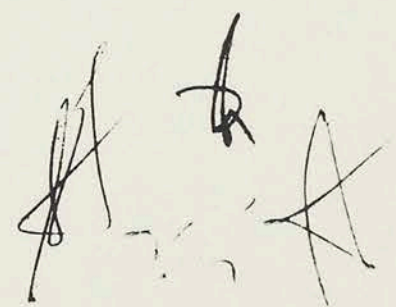
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APPENDIX D - CLASSIFICATION SENIORITY
LIST
Reference - Article 11 of Agreement

NOTE:

The information required for this Appendix is being compiled and will be inserted as soon as possible. The parties agree that the information to be represented herein is only a compilation of factual data and it does not require negotiation.

The College agrees to provide a draft copy of this Appendix to the Union in order that the Union may check the accuracy of the information before the Appendix is inserted into this Agreement.

Three handwritten signatures in black ink, located in the bottom right corner of the page. The signatures are stylized and appear to be initials or names.

(Reference - Article 11 of the Agreement)

1. ACCOUNTING, GENERAL CLERICAL, TYPING/
STENOGRAPHIC/SECRETARIAL FUNCTIONS

Accounting Clerk I
Accounting Clerk II
Accounting Clerk III
Bookstore Clerk
Bookstore Manager
Buyer
Cashier I
Cashier Clerk II
Cashier Clerk III
Chief Stenographer
Clerk I
Clerk Typist I
Clerk Typist II
Payroll Clerk
Purchasing Clerk
Receptionist I
Receptionist II
Secretary I
Secretary II
Secretary III
Stores Clerk

2. DAY CARE CENTRE, LIAISON, LIBRARY
FUNCTIONS

Admissions Officer
Assistant - Day Care Centre
Assistant Registrar
Assistant Supervisor - Day Care Centre
Clerk III
Community Services Assistant
Cook - Day Care Centre
Co-ordinator of Athletics
Driver
Learning Assistant I
Learning Assistant II
Library Assistant I
Library Assistant II
Library Assistant III
Library Assistant IV
Library Assistant - Special Services
Library Clerk I
Library Clerk II
Monitory - Language Laboratory
Native Speaker
Program Developer - Women's Studies
Public Relations Assistant
Senior Library Assistant
Storekeeper
Supervisor - Day Care Centre

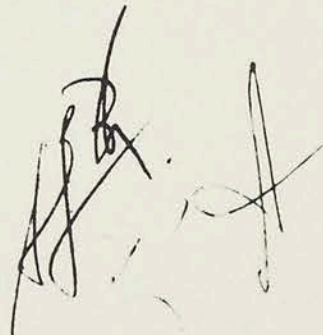
(Reference - Article 11 of the Agreement)

3. MAINTENANCE/PHYSICAL PLANT FUNCTIONS

Building Maintenance Helper
Building Maintenance Worker
Sub-Foreman (Maintenance)
Utility Worker

4. TECHNICAL FUNCTIONS

Audio-Visual Producer
Duplicating Machine Operator
Graphic Artist
Media Assistant I
Media Assistant II
Sound Technician
Technician I
Technician II
Technician III
Technician IV



CLASS SPECIFICATION INFORMATION
AND CRITERIA.

(Reference - Article 26 of the Agreement).

An integral part of the Classification Plan is the Class Specification. It acts as a guide in determining the nature and scope of work assigned to an employee. It assists in determining the type of employee needed to perform certain functions within a department or section. The Class Specification provides an employee with the requirements and qualifications of a position so that she may prepare herself accordingly.

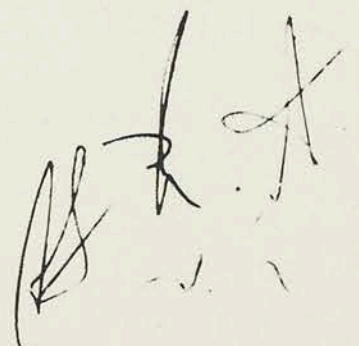
The Class Specification includes a Class Title, a statement of the distinguishing features of work of the class, a list of examples of work performed, a section in which are listed those knowledges, abilities and skills which are needed by the applicant or incumbent for successful performance of the work, and a statement of desirable training and experience for a new appointee, which would ordinarily provide a person with the necessary qualifications.

Each specification must be considered as a whole for the purpose of describing and defining a class, or for allocating a position to a class. Although each section has its special uses, an adequate understanding of the class can be gained only by considering all parts together.

The Distinguishing Features of Work section provides a description of the salient features which distinguish the class from other classes of work. This is an evaluation of the class in terms of the elements of difficulty and responsibility involved in the work. As such it serves to establish the level of the class and is one of the sections most heavily relied upon in allocating positions to the class.

The section setting forth the Examples of Work Performed is intended to enable the reader to obtain a more complete picture of the actual work performed in positions in the class. The list is descriptive and is not intended to limit administrative authorities in the assignment of duties and responsibilities to the position. It does not describe all the work performed. It merely serves to illustrate the typical portions of work.

The Requirements of Work section lists those knowledges, skills and abilities which are necessary for successful performance of the work of the class. These are written in terms that are desirable in an applicant before appointment. The levels of knowledge used in this section are expressed in five broad degrees; they include: some knowledge, working knowledge, considerable knowledge, thorough knowledge and extensive knowledge. As a guide for interpreting the Specifications, definitions for these terms are listed:



Extensive knowledge implies the most advanced degree of knowledge necessary for complete mastery and understanding of the subject.

Thorough knowledge implies almost complete coverage of the subject matter area. For successful performance of the work sufficient comprehension of the subject matter is necessary to solve unusual as well as commonplace problems.

Considerable knowledge implies sufficient acquaintance with the subject to perform the work with little direct supervision and a journey person comprehension of normal work situations.

Working knowledge implies an awareness of the subject sufficient to work effectively in a limited range of work situations.

Some knowledge implies familiarity with the elementary principles and terminology of the subject matter.

Skills refer to and are limited to manual skills.

Abilities refer to the capacities making possible the application of knowledge and skills to work situations.

Requirements such as honesty, integrity, initiative and sobriety are implied for all positions.

The Desirable Experience and Training statement indicates the experience and training which are desirable for recruitment purposes. These qualifications are not stated as a minimum, nor are they placed at an especially high level. Their desirability is approximate, and they are designed to serve as an additional tool in the selection of persons for original and promotional appointments.

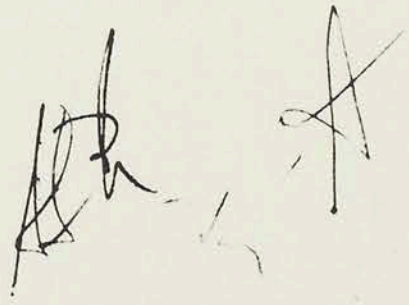
In some specifications a statement of necessary special requirements is included. This is done only when statutory or other legal requirements establish a definite minimum qualification such as possession of a license or registration certificate before appointment.

Conception of the Class Specification

It must be emphasized that each specification must be considered as a whole for the purpose of describing and defining a class. Although each section has its special usages, an adequate conception can be gained only by consideration of all the sections in relation to each other.

Flexibility of the Classification Plan

In order to serve its purpose as an administrative tool in developing the Personnel Program, the Classification Plan is not intended to be rigid or binding to future changes in organization, individual positions or functions. The Classification Plan is an analysis and description of the work presently performed in the College. Because organization, positions and functions are constantly changing the Classification Plan must also be changed to keep abreast of the requirements of the College. Unless it is made a perpetual inventory by creating, abolishing and changing classes as required, it will be out of date and will be a hindrance rather than an aid to effective personnel administration. In addition to day-to-day adjustments, periodic audits of the whole plan are essential for maintaining good relationships and preventing accumulation of discrepancies.

Handwritten signature and initials in the bottom right corner of the page.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 26 day of August, 1975, at North Vancouver, British Columbia.

Association of University
and College Employees,
Local #1

A. M. H. K.
[Signature]

Capilano College
Technical and
Vocational Institute

[Signature]
[Signature]

[Signature]

