

AGREEMENT

This Agreement made and entered into between:

THE BOARD OF GOVERNORS OF NOTRE DAME UNIVERSITY OF NELSON

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

-and-

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

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

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

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

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

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

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ARTICLE ONE: DEFINITIONS

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

ARTICLE TWO: RECOGNITION OF THE UNION

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

ARTICLE THREE: MANAGEMENT RIGHTS

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

ARTICLE FOUR: UNION SECURITY

A. Union Membership of Present Employees

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

B. New Employees

Permanent and sessional Employees hired after the date this agreement is signed shall become members of the Union within one (1) month from the date of hire. A Union representative, preferably from the same department, will be permitted to extend a normal rest period by up to an additional one-half (1/2) hour to discuss the function of the Union with the new Employee within the first week of employment.

C. Notification by the University

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

D. No Conflict with Agreement

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

E. Contracting Out

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

F. Union Identification

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

G. Check-off

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

H. Union Meetings

The Employer agrees to allow Employees an additional hour for lunch, without loss of pay, on the second Tuesday of every other month for the purpose of Union meetings. The meetings shall be from 1:00 to 3:00 p.m. In areas where staff are required, special arrangements will be made upon the mutual consent of the area supervisor and steward involved.

ARTICLE FIVE: STEWARDS

- A. The Employer will recognize the stewards elected by the Union upon notification, in writing, by the Union.
- B. When the Employer wishes to discuss unsatisfactory work habits with an Employee, the Employee may be accompanied by a steward if the Employee so elects.

ARTICLE SIX: STRIKES, LOCKOUTS AND PICKETING

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

ARTICLE SEVEN: NON-DISCRIMINATION

The policies and practices of the Employer and the Union shall be such as to prevent any discrimination toward Employees in all areas unrelated to job performance. Any consideration of age, race, colour, creed, national origin, citizenship, criminal record, physical disability, political or religious affiliation or non-affiliation, sex or sexual preference, marital status, or membership or non-membership in the Union unrelated to job performance shall not be cause for restriction or coercion of, or interference with, any Employee in the matters of wage rates, training, promotion, layoffs, or discipline.

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

ARTICLE EIGHT: PROBATIONARY PERIOD

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

ARTICLE NINE: EMPLOYEE CATEGORIES

A. Permanent

1. Full-Time Permanent

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

2. Part-Time Permanent

Employees in this category shall work not less than forty percent (40%) of the monthly operating standard on a continuing basis.

B. Sessional

1. Full-Time Sessional

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

2. Part-Time Sessional

Employees in this category shall work not less than forty percent (40%) of the monthly operating standard for annually recurring periods of employment approximately coinciding with the sessional periods of the University.

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

C. Temporary

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

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

ARTICLE TEN: SENIORITY

A. Two types of seniority are defined:

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

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

1. For vacation entitlement, sick leave entitlement, salary increments: Seniority with the Employer
 2. For vacation schedules, lay-off, call-back, all departmental work scheduling: Seniority in a Department with the proviso that where practicable overtime shall be divided equally among the Employees engaged in similar types of operations and who are qualified to perform the work that is available.
- B. Seniority shall accrue from the first day of employment for Full-time and Part-time Permanent and Sessional Employees.
- C. Seniority shall mean length of service with the Employer, and shall be credited for all continuous service prior to certification of the bargaining unit.
- D. Except as otherwise provided for in this Agreement, an Employee who leaves the bargaining unit and subsequently returns, shall be considered a new Employee from the date of re-employment for purpose of seniority credit.
- E. Subject to section A. of this article an Employee shall not lose seniority rights for any of the following reasons;
sickness, accident, lay-off, vacation, compulsory military service, unjust discharge, promotion, transfer, service as a supervising Employee, or any leave as provided for in this Agreement.
- F. Up-to-date seniority lists shall be sent upon request, to the Union by the Employer, provided that an interval of at least six (6) months elapses between such requests for lists.

ARTICLE ELEVEN: LABOUR-MANAGEMENT COMMITTEE

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

The purpose of such meetings shall be to discuss and recommend settlement of all matters of concern between the Union and the Employer. Substantive results of meetings shall be documented and copies sent to both Union and Employer.

ARTICLE TWELVE: ADJUSTMENT OF DISPUTES

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

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

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

A. Grievance Procedure

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

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

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

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

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

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

B. Arbitration

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

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

C. List of Arbitrators

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

ARTICLE THIRTEEN: HOURS OF WORK

A. Standard Work Week

- (a) The length of the work week for all Full-time Employees, except those employed in the Food Services Department shall be thirty-five (35) hours per week, exclusive of any meal time.
- (b) For Full-time Employees in the Food Services Department the work week, exclusive of any meal time, shall be thirty-seven and one-half (37 1/2) hours per week. These Employees shall receive a seven point one four (7.14) percent addition to their standard earnings to compensate for the extra time.

B. Shift Work

Where no shift work is required, the work week shall be five consecutive days, Monday to Friday inclusive; where shift work is required, the Employee is entitled to two consecutive days off in each week. Shift time is arranged by the supervisor,

C. Residence Supervisors

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

D. Relief Periods

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

E. Mealtimes

Employees mealtime shall be not less than 1/2 hour or more than 2 hours and where no shift work is required it must be taken between 11:00 a.m. and 2:00 p.m.

F. Flexibility

Hours of work will be mutually arranged between the Employees and their area supervisors to ensure adequate coverage of services while allowing reasonable flexibility.

ARTICLE FOURTEEN: OVERTIME, CALL-OUT

A. Overtime

Time worked in excess of full-time regular hours of work is classed as overtime and must be authorized by the Department Manager or Personnel Manager and agreed to by the Employee. Overtime will be compensated for by the time off or by payment, both at a rate of two (2) times the regular rate.

B. Call-Out

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

ARTICLE FIFTEEN: CLASSIFICATION OF EMPLOYEES JOB REVALUATION AND RECLASSIFICATION

A. Classification Schedule

The classification of Employees as initiated by the Employer and re-evaluated and agreed upon in Union-Management discussions is attached as Appendix A and forms part of this Agreement and will remain in full force and effect until 31 December 1975.

B. Definition

Job Revaluation consists of reviewing the component parts of the job to confirm the appropriateness and equitability of the classification.

C. When Revaluation Appropriate

A revaluation of the job is appropriate when the job duties and/or responsibilities have substantively changed because of changes in the work or when a job can be shown to be substantively different from the existing job description or when the Employee feels her/his job has been incorrectly classified,

D. Revaluation Committee

A Revaluation Committee shall be appointed within one month of the signing of this agreement to be chaired by the Personnel Manager and consisting of two (2) representatives appointed by the Union and two (2) representatives appointed by the Employer.

E. Requests for Revaluation

- (a) Requests for revaluation may originate with the Employer, the Union or the Employee through her/his supervisor, at any time of year. The supervisor will forward the request to the Revaluation Committee.
- (b) The Employee will be interviewed by the Revaluation Committee. At the request of the Employee, a shop steward will be present at this interview,

F. Notification of Disposition

The Employee will be notified by letter within six (6) weeks of the disposition of the request. These time limits may be altered by mutual consent of the parties.

G. Document Distribution

A copy of the job description and the evaluation rationale will be provided to the Employee, the Union, and the supervisor as soon as decision is made.

H. Salary Increase Retroactive

A wage increase as a result of reclassification resulting from revaluation will be retroactive to the date of request for the revaluation, unless the new duties are to begin at a future date.

I. No Probationary Period

If an Employee's position is reclassified as a result of revaluation, she/he shall not be placed on probation or considered to be in training period.

J. Salary Increase

- (a) If any Employee's position is reclassified as a result of a request for revaluation, the salary of that Employee will be the same step on the higher salary grade as in the present salary grade.
- (b) If the University reclassified a job because of future plans to increase the duties of the job, an appropriate salary increase will be established,

ARTICLE FIFTEEN: CLASSIFICATION OF EMPLOYEES, JOB REVALUATION AND RECLASSIFICATION (CONT.)

K. Access to Grievance Procedure

Employees who believe the results of a revaluation of their jobs to be incorrect may utilize the Grievance Procedure.

L. Anomalies

No person will be reclassified to a lower salary grade. Anomalies will be identified and corrected when the incumbent vacates the position.

ARTICLE SIXTEEN: WAGES

The wage increments are based upon Appendix "A" of the Collective Agreement, and Appendix "B" which is the revised Salary Grid.

Retroactive to 1 July 1975 all Employees shall be re-classified according to Appendix "A" and shall receive the wage appropriate to their classification and year of service on the wage grid. (Appendix "B").

On 1 January 1976 all Employees shall receive an additional eight (8) percent based upon the grid Appendix "B".

ARTICLE SEVENTEEN: PAYMENT OF WAGES

A. Pay Cheques

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

Pay cheques are released to Employees by their supervisors on the designated pay days. Upon the written request of any Employee, the Employer shall deposit the Employee's pay cheque in any Nelson bank selected by the Employee.

B. Deductions

Compulsory deductions from pay cheques are made for the following:

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

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

ARTICLE EIGHTEEN: PAID HOLIDAYS

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

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Commonwealth Day (May)	Remembrance Day
Dominion Day (July 1)	Christmas Day
British Columbia Day (August)	Boxing Day

- B. Employees will receive any additional statutory holiday, which may be proclaimed by government during the life of this Agreement.
- C. Unless otherwise proclaimed by the Province of British Columbia, whenever a Statutory Holiday falls on a Saturday, the preceding Friday shall be observed; when a Statutory Holiday falls on a Sunday, the following Monday shall be observed.
- D. If the Statutory Holiday falls on an Employee's regular day off, a day in lieu thereof will be provided
- E. Employees who are required to be at work on a holiday will be granted a day off in lieu thereof. This day off must normally be taken within sixty (60) days. In addition, Employees required to work on any of these holidays shall be paid at the rate of one and one-half (1 1/2) times the regular rate of pay.
- F. University Holiday

A University Holiday is any paid holiday other than a Saturday, Sunday or General (Statutory) Holiday on which the University is officially closed.

An Employee who works a University Holiday shall chose either to be paid one extra day's pay or to take one day off with pay at a mutually convenient time.

ARTICLE NINETEEN: VACATIONS

A. Vacation Year

For the purpose of this Agreement, the Vacation Year shall mean the 12 month period from July 1st to June 30th, inclusive.

B. Vacation entitlement

- 1. Employees during their three (3) months probationary period will not be eligible for any vacation time, and if the vacation year ends before six (6) months are completed, they will receive pay in lieu of vacation at the rate of six (6) percent of their gross earnings for that year.
- 2. Full-time Permanent Employees who have successfully completed the probationary period may draw vacation time but may not draw more than:

<u>(a) Months Employed at June 30</u>	<u>Vacation Entitlement</u>
6 - 47 months inclusive	* 6% or 3 weeks
48- 95 months inclusive	* 8% or 4 weeks
96 months and over	*10% or 5 weeks

* Percentage of gross earnings during current entitlement period.

- 3. Full-time Permanent Employees shall receive an additional single unit of five (5) days vacation after the completion of each five (5) years of continuous service.

- C. All full-time Employees shall receive three (3) additional days of vacation at Christmas.
- C. For all other Employees, the vacation entitlement shall be prorated according to length of service. (The basis to be appropriate percentage of earnings in the entitlement period.)
- E. Employees shall be entitled to bank up to a maximum of two weeks of their vacation but must take the banked vacation in the following year. Such banked vacation will receive pay at the rates the Employee would normally have received had she/he worked that period in the year in which the banked vacation is taken. Employees may bank up to 100 percent of their vacation with the consent of their Department Head.
- F. Vacation schedules shall be circulated by March 1 of each year. Vacation requests must be submitted to the Department Head by May 1 of each year. Scheduling of vacations shall be on the basis of seniority where there is conflict of scheduling between Employees. Employees desiring to take their vacation in two (2) periods shall be entitled to take their vacation subject to the requirements of their department.
- G. After May 1, the schedule may be changed at the request of the Employee providing the change is acceptable to the other Employees in the Department.
- H. Where the Employee is absent from work for more than twenty-one (21) working days in the vacation year (except on sick leave), the vacation entitlement shall be prorated accordingly (the basis to be appropriate percentage of earnings in the entitlement period.)
- I. An Employee terminating employment shall receive vacation entitlement less any actual vacation time taken,

ARTICLE NINETEEN: VACATIONS (CONT.)

- J. Employees shall receive on the last working day preceding commencement of their vacation, any or all pay which would normally fall due during the period of their vacation. Employees shall give written notice to the Business Office at least five (5) working days prior to their vacations.
- K. When a statutory or university holiday falls on or is observed during an Employee's annual vacation, she/he shall be granted an additional day's vacation with full pay for any such holiday so occurring, in addition to her/his vacation time.
- L. Where an Employee becomes eligible for sick leave while on vacation, sick leave may be substituted for vacation time without loss of vacation entitlement.

ARTICLE TWENTY: TERMINATION OF SERVICE

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

ARTICLE TWENTY-ONE: LAY-OFF PROCEDURES

A. Lay-off According to Seniority

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

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

B. Payment in Lieu of Notice

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

C. Length of Recall

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

D. Notice of Recall

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

E. Salary of Recalled Employees

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

F. Notice of Current Address

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

ARTICLE TWENTY-TWO: VACANCIES, PROMOTIONS, TRANSFERS

A. Posting of Vacancies

The Employer agrees that where a vacancy occurs or a new position is created, notice of the position outlining the duties, salary range and qualifications required shall be posted in such conspicuous places as agreed by the parties for at least five (5) working days in order that any eligible members of the Union may have the opportunity to apply for the position. For the purpose of this section Employees on the recall list will be advised of the vacancy or new position as provided in Article 21 D for Notice of Recall.

If qualified candidates within the unit apply for any vacancy, the Employer shall give them first consideration in filling the vacancy.

B. Promotions

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

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

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

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

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

C. Transfers

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

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

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

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

ARTICLE TWENTY-THREE: EMPLOYMENT BENEFITS

A. Unemployment Insurance

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

B. Canada Pension Plan

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

C. Medical and Dental Plans

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

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

D. Long Term Disability Plan

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

E. Other Employment Benefits

Upon signing of this Agreement, the employer and the Union shall investigate Life Insurance and Pension Plans for the Employees for implementation as soon as possible after agreement is reached on suitable plans. If a suitable life insurance plan is mutually agreed upon, the Employer will pay 100% of the premiums for life insurance at one or two times annual salary and the Employees will pay 100% of the premiums of a long-term disability plan with 60% salary continuation benefit.

F. Benefits During Leaves of Absence

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

ARTICLE TWENTY-FOUR: EDUCATIONAL BENEFITS

- A. Employees who enroll in courses at the University are entitled to a remission of one hundred (100) percent of the tuition fees and all of the application fee with respect to one full course per academic year.
- B. The spouse and dependent children (not employed by the University) of an Employee are entitled to a fee remission of fifty (50) percent of the appropriate tuition fee.

ARTICLE TWENTY-FIVE: SICK LEAVE

- A. Full-time Permanent and Full-time Sessional Employees shall earn sick leave credit at the rate of one and one-quarter (1 1/4) days of sick leave for each month of service. This shall accumulate to a maximum credit of 120 working days.
- B. Part-time Permanent and Part-time Sessional Employees shall earn sick leave credits on a prorated basis for each month of service. The maximum accumulations shall be prorated on the same basis.
- C. Sick leave credit shall be drawn on in cases of actual sickness.
- D. If an Employee is absent for more than five (5) consecutive working days, a medical certificate shall be submitted to the immediate supervisor to verify sickness during the absence. For absences of less than five (5) days, the Employer may require a statement to support a claim for sick leave.
- E. An Employee who becomes ill while at work and cannot perform duties shall report to the Employee's supervisor before taking leave. There shall be no charge against an Employee's sick leave credit when the absence is less than one-half (1/2) day.
- F. If absence for illness extends beyond the amount of sick leave credit available deduction from pay will be made for days of absence in excess of the sick leave credit. These excess days shall not be made up by extra work at a later time.
- G. Access to sick leave credit records shall be given upon request by the Employee; limited to two (2) times a year.
- H. Family illness: In the case of illness in the immediate family of an Employee as defined in Article 26B when no one at home other than the Employee can provide for the needs of the ill person, the Employee shall be entitled to use annual sick leave credits up to a maximum of three (3) days at any one time for this purpose.

ARTICLE TWENTY-SIX: LEAVES OF ABSENCE

A. Leaves of Absence Without Pay

An Employee may apply for leave of absence without pay for personal reasons. When applying for such leave, the Employee must state in writing the reason for the request and the duration of the proposed absence. The submission must be made to the Departmental Supervisor one week in advance of the requested leave, except in situations of extreme urgency. The Employer shall reply in writing to the request. Provided that the disruption in work required of the Employee can be accepted by the Employer, arrangements will be made to grant such leave.

B. Compassionate Leave of Absence With Pay

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

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

C. Court or Special Duty

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

D. Union Business

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

A leave of absence without pay of up to one year will be granted to any Employee who has been elected to a full-time office or position in the Union. The Employee so elected must give one (1) month's notice to the Employer. Further leave may be granted by mutual consent.

The Employer agrees to grant wherever possible representatives of the Union leave of absence without pay for Union Conventions or to perform other functions on behalf of the Union.

ARTICLE TWENTY-SIX: LEAVES OF ABSENCE (CONT.)

E. Educational Leave:

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

F. Maternity Leave

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

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

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

The total time elapse of any Maternity Leave shall never exceed one year.

G. Medical and Dental Appointments

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

H. Citizenship Leave:

An Employee shall be granted one (1) day's leave with pay to attend her/his formal hearing to become a Canadian citizen.

ARTICLE TWENTY-SEVEN: SAFETY

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

ARTICLE TWENTY-EIGHT: PROTECTIVE CLOTHING

The Employer shall provide and maintain protective outer clothing for Employees where such protective clothing is needed because of the nature of the work to be done.

In areas where uniforms are required the Employer shall pay one-half (1/2) of the cost of the uniform adopted by mutual consent of the Employer and the Employee and the Employee shall maintain the uniforms in a presentable condition.

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

ARTICLE TWENTY-NINE; WORKERS' COMPENSATION

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

ARTICLE THIRTY: USE OF UNIVERSITY FACILITIES

Employees have the right to use the following University facilities:

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

ARTICLE THIRTY-ONE: CONTINUANCE OF EXISTING PROCEDURES.

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

ARTICLE THIRTY-TWO: TECHNOLOGICAL CHANGES

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

ARTICLE THIRTY-THREE: DURATION OF AGREEMENT

This Agreement is in effect from 1 July 1975 to 30 June 1976 and from year to year thereafter unless either party to this Agreement notifies the other party in writing within four months immediately preceding the expiry date of the Agreement, or any succeeding anniversary of the date of expiry, of its intention to commence collective bargaining.

In witness thereof the signatures of the parties have been affixed hereto by the officers thereunto duly authorized on the 29 day of September 1975.

Signed for the Association of University and College Employees
Local No. 3:

Date: 29 Sept. '75

Signature: Lee Karvonen

Date: 29 September 1975

Signature: Shari Platt

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

Date: 29 Sept 1975

Signature: Doug C. Ferguson

Date: _____

Signature: J. L. Ryan

LETTER OF AGREEMENT

LETTER OF AGREEMENT CONCERNING JOB SHARING BETWEEN THE EMPLOYER, NOTRE DAME UNIVERSITY OF NELSON AND THE UNION, ASSOCIATION OF UNIVERSITY AND COLLEGE EMPLOYEES (NDU) LOCAL 3.

The Employer and the Union agree to experiment with job sharing in the 1975-76 year. The Employer may allow job splitting (two (2) Employees sharing one position). The details will be worked out between the Employees requesting job splitting and their Department Head and the Personnel Manager.

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

Date: 29 September 1975 Joseph P. Farguhar
(President)
J. H. Lyon
(Treasurer)

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

Date: 29 September 1975 Lee Karvonen
(President)
Shari Platt
(Treasurer)

LETTER OF UNDERSTANDING

LETTER OF UNDERSTANDING CONCERNING HOURS OF WORK BETWEEN
THE EMPLOYER, NOTRE DAME UNIVERSITY OF NELSON, AND THE
UNION, ASSOCIATION OF UNIVERSITY AND COLLEGE EMPLOYEES
(NDU) LOCAL 3.

For the implementation of ARTICLE: HOURS OF WORK, it is
agreed that the Article will take effect 12:01 a.m.
Monday, 22 September 1975.

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

Date: 29 September 1975 *Hugh C. Fitzgerald*
(President)
J. L. Ryan
(Treasurer)

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

Date: 29 September 1975 *Lee Karvonen*
(President)
Shari Platt
(Treasurer)

APPENDIX A

NOTRE DAME UNIVERSITY OF NELSON

PAY GRADES AND CLASSIFICATIONS

<u>Pay Grade</u>	<u>Classification</u>	<u>Job Description</u>
1		
2	Library assistant I Clerk-Typist I	Circulation Clerk Cataloguing Clerk I Business Office Clerk
3	Library Assistant II Clerk-Typist II Receptionist Food Service Worker I	Acquisition Clerk Admissions Clerk Receptionist Kitchen Helper
4	Stenographer I Secretary I	Steno-Offset Operator Secretary-Education Secretary-Health Record Administration
5		
6		
7	Stenographer II Secretary II	Stenographer II Secretary-Library Secretary-East Kootenay Program
8	Clerk-Typist III Custodian	Records Clerk Custodian
9		
10	Library Assistant III Security Attendant	Cataloguing Clerk Supervisor Security Attendant
11	Secretary III Accounting Clerk	Business Office Secretary Accounting Clerk
12	Food Service Worker II Maintenance Worker I	Cook I Maintenance Worker I

APPENDIX A (CONT.)

(2)

<u>Pay Grade</u>	<u>Classification</u>	<u>Job Description</u>
13	Stenographer III	Secretarial Services Supervisor
	Residence Supervisor	Residence Supervisor
14	Food Service Worker III	Cook II
15		
16		
17		
18	Library Assistant IV	Graduate Library Assistant- Serials
		Graduate Library Assistant- Cataloguing
19	Admissions Counsellor	Admissions Counsellor
20	Library Assistant V	Library Assistant-Acquisition
	Maintenance Worker II	Maintenance Worker II
	Registrar's Assistant	Registrar's Assistant

APPENDIX B

NOTRE DAME UNIVERSITY OF NELSON

FULL-TIME EMPLOYEES

<u>Date</u>	<u>Pay Grade</u>	<u>Start</u>	<u>12 Months</u>	<u>24 Months</u>	<u>36 Months</u>	<u>48 Months</u>
1 Jul 75	1	660.00	675.00	690.00	705.00	720.00
1 Jan 76		712.80	729.00	745.20	761.40	777.60
1 Jul 75	2	670.00	685.00	700.00	715.00	730.00
1 Jan 76		723.60	739.80	756.00	772.20	788.40
1 Jul 75	3	680.00	695.00	710.00	725.00	740.00
1 Jan 76		734.40	750.60	766.80	783.00	799.20
1 Jul 75	4	690.00	705.00	720.00	735.00	750.00
1 Jan 76		745.20	761.40	777.60	793.80	810.00
1 Jul 75	5	700.00	715.00	730.00	745.00	760.00
1 Jan 76		756.00	772.20	788.40	804.60	820.80
1 Jul 75	6	710.00	725.00	740.00	755.00	770.00
1 Jan 76		766.80	783.00	799.20	815.40	831.60
1 Jul 75	7	720.00	735.00	750.00	765.00	780.00
1 Jan 76		777.60	793.80	810.00	826.20	842.40
1 Jul 75	8	730.00	745.00	760.00	775.00	790.00
1 Jan 76		788.40	804.60	820.80	837.00	853.20
1 Jul 75	9	740.00	755.00	770.00	785.00	800.00
1 Jan 76		799.20	815.40	831.60	847.80	864.00
1 Jul 75	10	750.00	765.00	780.00	795.00	810.00
1 Jan 76		810.00	826.20	842.40	858.60	874.80
1 Jul 75	11	760.00	775.00	790.00	805.00	820.00
1 Jan 76		820.80	837.00	853.20	869.40	885.60
1 Jul 75	12	770.00	785.00	800.00	815.00	830.00
1 Jan 76		831.60	847.80	864.00	880.20	896.40
1 Jul 75	13	780.00	795.00	810.00	825.00	840.00
1 Jan 76		842.40	858.60	874.80	891.00	907.20
1 Jul 75	14	790.00	805.00	820.00	835.00	850.00
1 Jan 76		853.20	869.40	885.60	901.80	918.00
1 Jul 75	15	800.00	815.00	830.00	845.00	860.00
1 Jan 76		864.00	880.20	896.40	912.60	928.80
1 Jul 75	16	810.00	825.00	840.00	855.00	870.00
1 Jan 76		874.80	891.00	907.20	923.40	939.60

APPENDIX B CONT.

<u>Date</u>	<u>Pay Grade</u>	<u>Start</u>	<u>12 Months</u>	<u>24 Months</u>	<u>36 Months</u>	<u>48 Months</u>
1 Jul 75	17	820.00	835.00	850.00	865.00	880.00
1 Jan 76		885.60	901.80	918.00	934.20	950.40
1 Jul 75	18	830.00	845.00	860.00	875.00	890.00
1 Jan 76		896.40	912.60	928.80	945.00	961.20
1 Jul 75	19	840.00	855.00	870.00	885.00	900.00
1 Jan 76		907.20	923.40	939.60	955.80	972.00
1 Jul 75	20	850.00	865.00	880.00	895.00	910.00
1 Jan 76		918.00	934.20	950.40	966.60	982.80

FULL-TIME FOOD SERVICE WORKERS

<u>Date</u>	<u>Pay Grade</u>	<u>Start</u>	<u>12 Months</u>	<u>24 Months</u>	<u>36 Months</u>	<u>48 Months</u>
22 Sept. 75	3	728.55	744.62	760.69	776.76	792.83
1 Jan. 76		786.83	804.19	821.55	838.90	856.26
22 Sept. 75	12	824.98	841.05	857.12	873.19	889.26
1 Jan. 76		890.99	908.35	925.71	943.07	960.43
22 Sept. 75	14	846.41	862.48	878.55	894.62	910.69
1 Jan. 76		914.12	931.48	948.84	966.20	983.56