



A.U.C.E. # 4 AND CAPILANO COLLEGE

Collective Agreement

Oct. 1, 1976 - Sept. 30, 1978

AGREEMENT

This Agreement is made and entered into this
"14th" day of September, 1977, 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)

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ARTICLE 1 - PREAMBLE

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.

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.

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.

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.

05 NO OTHER AGREEMENT

The College recognizes the Union as the sole bargaining agent for all employees covered by the Union's certification.

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.

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 is as in the Certification issued by the Labour Relations Board of British Columbia on December 17, 1974.

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 Union shall be notified forthwith and the parties will 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 the decision that the new position is included within the unit, on a salary grouping applicable to the position, the College may establish a salary group for it temporarily and the grievance procedure shall apply and the issue may proceed to final and binding arbitration if necessary.

EXCLUSIONS

It is agreed that the following positions are excluded from the Bargaining Unit. Positions may be deleted from and added to this list by mutual consent or by decision of the Labour Relations Board. Additions or deletions shall be reflected in a Letter of Understanding updated from time to time to show the current full list of exclusions.

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

For the purposes of this Agreement, positions indicated by '*' are Administrative Heads.

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 were not members of the Union at the date of Certification of the Union 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.

3.02 NEW EMPLOYEES

As a condition of employment, all new employees shall become Union members immediately upon their date of hire, and shall remain Union members for the duration of their employment.

3.03 CHANGES IN STATUS

At the time an employee is hired, or when her status is subsequently changed, the College agrees to notify the Union with a copy of her hiring form.

TICLE 4 - UNION RIGHTS AND ACTIVITY

1 RECOGNITION OF UNION REPRESENTATIVES

The College shall recognize the members of the Local Executive, Stewards, members of the Union Grievance Committee, and all persons authorized to act on behalf of the Union, in accordance with the Union constitution.

2 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. The supervisor of the department being entered for the purpose of contacting employees will be advised by the Union representatives of the time of their entry and exit.

3 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 the 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 in a grievance hearing or at an Arbitration, for the length of time their attendance is reasonably necessary.
- (g) with pay for up to three (3) members of the Union Grievance Committee when such formally meets pursuant to Article 7.

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 nor 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 GENERAL MEETING

The College agrees to allow employees a two (2) hour break 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.

4.07 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.

4.08 APPLICATION TO OVERTIME PREMIUM

Time expended by an employee for the purposes of Articles 4.02, 4.03, 4.04, or 4.06 shall not be used for the purpose of computing any overtime or premium entitlement contained in this Agreement.

4.09 Whenever possible, an employee exercising any right arising under Article 4 shall advise her supervisor of any absence from her workplace.

ARTICLE 5 - CHECK-OFF OF UNION FEES AND DUES

5.01 AUTHORIZATION

As a condition of employment, all employees on hire shall be required to sign an authorization (Appendix A) for deduction of Union dues from their wage or salary. A copy of the completed authorization shall be sent to the Treasurer of the Union.

5.02 DEDUCTION OF DUES

- (a) The College shall begin the deduction of dues from the first regular pay to which the employee is entitled.
- (b) The Union recognizes and agrees that the College's obligation to deduct dues is expressly restricted to making only such deductions as are permitted by law and by the valid authorization of each employee.

5.03 COLLECTION AND FORWARDING OF DUES

The College shall forward the collected dues by cheque together with a list of employee names, employee numbers, and amounts deducted to the Treasurer of the Union within one month of such deduction.

5.04 NOTIFICATION

The Union shall advise the College in writing of all dues required by the Union and of any changes which occur in connection with such dues.

5.05 INDEMNITY

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.

5.06 REVOCAION

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.

5.07 YEAR-END SUMMARY

As soon as possible after the calendar year end, the College shall supply to the Union a list of the total deductions made for each employee during the previous year.

ARTICLE 6 - COLLEGE - UNION RELATIONS

6.01 REPRESENTATIONS

No employee or group of employees shall act as Union representatives on College committees, to which the Union may be entitled to send representatives, without proper authorization of the Union .

6.02 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.

6.03 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.

6.04 UNION - COLLEGE RELATIONS

- (a) 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.
- (b) In the event either party wishes to call a meeting under this clause, the meeting shall be held not later than ten (10) working days after the request has been given.

If grieved, any issue arising pursuant to such discussions shall proceed directly to Step 3 of the Grievance Procedure.

6.05 DISPUTE OUTSIDE THE AGREEMENT

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

6.06 EMPLOYEE ATTENDANCE AT MEETINGS

- (a) The parties recognize that employees attend meetings pursuant to their job assignment or pursuant to their authorized representation on behalf of the Union.

- 6.06 (b) When an employee is required by the College to attend a meeting in either of the above capacities, regardless of when the meeting occurs, she shall receive pay for attending the meeting.
- (c) When an employee is invited by the College, but not required, to attend a meeting pursuant to her authorized representation on behalf of the Union, she shall receive pay for the meeting if it occurs at a time when she would otherwise have worked. If the meeting occurs at a time when the employee would not otherwise have worked, she shall not receive pay for attending the meeting.

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

An aggrieved employee may discuss her complaint with her local supervisor. If the dispute is not resolved orally, she may formalize the grievance through submission to Step 2.

When a complaint is being discussed at Step 1, the thirty (30) day time limit in Step 2 with respect to the initiation of the grievance will be frozen.

7.04 STEP 2

An employee who wishes to formally present a grievance to her Administrative Head at Step 2 must do so on the prescribed form (Appendix B) no later than thirty (30) calendar days after she was notified orally or in writing or she first became aware of the action or circumstance giving rise to the grievance. Such submission may be undertaken without first proceeding through Step 1.

The time limit of thirty (30) calendar days may be extended in unusual circumstances by the mutual agreement of the Director of Personnel and the Union. Extensions shall not be unreasonably denied by either party.

The Administrative Head shall have seven (7) calendar days to make an investigation and bring about a mutually agreeable settlement.

Either the Union or the College may, within seven (7) calendar days, transmit the grievance to Step 3 regardless of the outcome at Step 2. If a grievance has not been resolved within the time limit provided herein, and such has not been extended by mutual agreement (Article 7.09) the grievance shall proceed immediately to Step 3.

7.05 STEP 3

Unresolved grievances shall be discussed between the representatives of the Union and the Principal. The Principal shall render his decision in writing, within twenty (20) calendar days of the referral of the grievance to Step 3.

- 7.06 (a) Grievances that have not been resolved through the grievance procedure may be referred by either party to Arbitration, with written notice to the parties involved. The referral to Arbitration must be made within fourteen (14) calendar days of the expiry of the time limit provided in Step 3.
- (b) The same time limit provided in 7.06(a) shall apply to recourse to any procedures pursuant to the Labour Code of British Columbia.

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

Copies of all formal written grievances and all formal replies shall be sent to the Union and the Personnel Department without delay. Resolutions shall be acted upon by all parties.

7.09 TIME LIMITS

The time limits prescribed for the performance of any step in the Grievance Procedure may be extended by mutual agreement of the parties involved at each step.

The time limits specified in the Grievance Procedure shall not be deemed as technical errors but points 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 shall be by-passed and the dispute shall be referred directly to Step 3 of the Grievance Procedure.

Such reference must be made no later than thirty (30) calendar days after the group of employees, the Union, or the College became aware of the action or circumstance giving rise to the grievance.

7.11 GRIEVANCE INVOLVING DISCIPLINE

In the case of a dispute arising from an employee's reprimand, suspension or discharge, Step 1 and Step 2 shall be by-passed and the dispute shall be taken directly to Step 3 of the Grievance Procedure.

7.12 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.

7.13 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 parties shall meet immediately upon the signing of this agreement to agree on a list of Arbitrators, one half of whom shall be women. The agreed list shall become Appendix C to this agreement. The Arbitrators shall be called on a rotating basis unless the parties mutually agree otherwise.

If the parties have not named an Arbitrator pursuant to this provision when the need for one arises, the Minister of Labour shall, pursuant to Section 95 of the Labour Code be requested to supply one.

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 (1/2) of the fees and expenses of the Arbitrator if not covered by Section 112 of the Labour Code of British Columbia.

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 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 REGULAR FULL TIME (RFT) shall mean any employee who works for thirty-five (35) hours per week for ten (10) months of the year or more, for an indefinite or recurring term, or an employee who fills a position regularized under Article 9.06.

9.03 REGULAR PART TIME (RPT) shall mean any employee who works for less than thirty-five (35) hours per week for ten (10) months of the year or more, for an indefinite or recurring term, or an employee who fills a position regularized under Article 9.06.

9.04 TEMPORARY FULL TIME (TFT) shall mean any employee who works for thirty-five (35) hours per week for less than ten (10) months of the year, for a definite term.

9.05 TEMPORARY PART TIME (TPT) shall mean any employee who works for less than thirty-five (35) hours per week for less than ten (10) months of the year for a definite term.

9.06 REGULARIZATION

When a position having a term in excess of 608 hours recurs three (3) times within a three (3) year period, the College shall, in the subsequent spring, consider the appropriateness of creating a regular position given the limitations and constraints inherent in fiscal budgets and service requirements. The College will determine the positions to be Regular Full Time or Regular Part Time on the basis of such criteria as may be agreed to between the parties.

9.07 When a Regular Full Time or Regular Part Time position is created as a result of the exercise of Article 9.06 by the College, it shall be filled pursuant to the provisions set out in Article 25.

9.08 EMPLOYEE APPOINTMENTS

(a) At the time of employment and appointment, the employee and the College will acknowledge, through the completion by the College and acceptance by the employee of a Personnel Hiring Form, the following:

- (i) relevant date of commencement,
- (ii) duration of appointment,

- 9.08
- (iii) approved work day and work week,
 - (iv) pay group,
 - (v) position (where applicable)
 - (vi) employee category

The College will attempt to indicate if weekend work may become a requirement of the hiring.

- (b) The information stated on the Personal Hiring Form, a copy of which shall be supplied to both the Union and to the employee, will be used to determine the category of employment for the purposes of this agreement.

9.09 WORK PROJECTS

(a) 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.

(b) Work Practicums

The Union recognizes and agrees that from time to time during the term of this Agreement there will be work performed by students as a part of their work experience practicums.

When such students undertake practicum work experiences which may occur at the College, and when the duties undertaken while on such practicums might otherwise have been performed, had they been undertaken, by employees of the College covered by the Union certification; the parties agree that:

1. Such students:

- a) are not employees of the College
- b) are not within the Union certification
- c) will not be paid

2. Such employees:

- a) may assist such students to assimilate to the work location through orientation, supervision and training, as necessary,
- b) who undertake such orientation, supervision and training during student practicums shall not be eligible for reclassification based on these functions alone.

9.09

3. Student practicums shall be limited to one student per semester per work area for a period of normally not longer than two consecutive weeks.
4. The College shall notify the Union in advance of the number of students being placed for practicum work experience within the College.

ARTICLE 10 - DISCIPLINE -REPRIMAND, SUSPENSION, DISCHARGE

10.01 PROCEDURE

- (a) No employee shall be disciplined, (ie: reprimanded, 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.
- (b) When an employee is reprimanded for conduct which if repeated may be grounds for her suspension or discharge, she shall be given the reason for this action verbally at the time of the reprimand and a confirmation shall then be given in writing to the employee in the presence of her Steward, within two (2) working days following the reprimand. Her Steward may be present at any stage of this procedure.
- (c) When an employee is suspended or discharged, the reason for this action shall be given verbally at the time of the suspension or discharge, and a written confirmation shall be sent to the employee and to her Steward within five (5) working days following the suspension or discharge.

10.02 BURDEN OF PROOF

In cases of reprimand, 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 MATERIALS ON FILE

- (a) The College agrees not to introduce as evidence in a hearing any document from an employee's file the existence of which she was not aware.
- (b) An employee shall be given a copy of any disciplinary documentation placed on her file pursuant to Article 10.01, and may have her comments relating to the documentation placed on her file. Should she 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 Personnel file.
- (c) Upon the employee's request any documentation placed on file pursuant to (b) shall be removed from the file after the expiration of twelve (12) months from the date it was issued, provided there has been no further documentation relating to the same issue.

See also Article 29.08.

ARTICLE 11 - SENIORITY

11.01 DEFINITION AND PURPOSE

- (a) Seniority shall mean length of service within the bargaining unit (Article 2.01)
- (b) Seniority shall be used to distinguish between employees who would otherwise be considered equal.
- (c) Specifically, seniority shall be utilized in relation to the following provisions of this Agreement:
 - (i) Appointments Article 25.05
 - (ii) Layoff and Recall Article 12
 - (iii) Timing of Increments Article 27.11

11.02 ACCRUAL OF SENIORITY

- (a) Regular Part Time and Regular Full Time employees shall accrue seniority from their date of hire.
- (b) Temporary Part Time and Temporary Full Time employees with appointment durations of four (4) or more months shall accrue seniority from their date of hire. Those with shorter appointment durations shall accrue seniority only after they have accumulated 608 hours without a break in service in excess of six (6) months. In such circumstances, their original 608 hours shall be credited to their total seniority.
- (c) The basis of accrual of seniority shall be all hours for which an employee is reimbursed at straight time rates. The accrual shall include an hourly equivalent for any vacation entitlement.
- (d) Except where modified elsewhere in this Agreement, seniority shall continue to accrue during all approved leaves of absence with pay, during short term (90 calendar days or less) leaves of absence without pay, while on Long Term Disability or Worker's Compensation Benefits, and while on Maternity Leave.

11.03 SENIORITY ON PROMOTION OR TRANSFER

An employee who is promoted or transferred shall carry her previous accumulation of seniority to her new position.

11.04 MAINTENANCE OF SENIORITY

(a) Definition

An employee's seniority is said to be maintained when the seniority she has accumulated to a certain date is held at that fixed amount.

11.04 (b) Except where modified elsewhere in this Agreement, seniority shall be maintained up to a maximum period of twelve (12) calendar months in the following instances:

- (i) while on approved long term (more than 90 calendar days) leaves of absence without pay,
- (ii) while on layoff,
- (iii) while on suspension without pay,
- (iv) while not working due to strike, lockout, or because of refusal to cross a picket line,
- (v) following the expiry of an appointment having a definite duration.

11.05 LOSS OF SENIORITY

An employee or former employee will lose seniority and be removed from the seniority list if:

- (i) she fails without good cause or refuses to return to work after layoff pursuant to the recall procedure in Article 12.05, or
- (ii) she is discharged for just cause, or
- (iii) she resigns, or
- (iv) seniority has been maintained to the maximum amount allowable under Article 11.04(b).

11.06 SENIORITY LISTS

- (a) The College shall maintain a seniority list.
- (b) The seniority list shall be revised every 6 months. The list will show the date upon which each employee's service commenced and the total seniority each employee has accrued. Copies of the list shall be supplied to the Union.

11.07 CONVERSION PROCESS

Employees on the Service Seniority list of the former Agreement will receive full time seniority credit up to and including September 30, 1977.

ARTICLE 12 - LAYOFF, DISPLACEMENT AND RECALL

12.01 DEFINITION

(a) Layoff shall mean:

a temporary, involuntary cessation of employment occurring during the term of an employee's appointment, but not including dismissal, suspension, leave-of-absence, or resignation.

(b) Displacement shall mean:

a permanent involuntary displacement occurring during the term of an employees appointment as a result of a change in process or method of operation which is not a technological change.

(c) neither layoff nor displacement has any disciplinary connotation.

12.02 INTENT

(a) A layoff of the circumstance defined in Article 12.01(a) shall be dealt with pursuant to the provisions of Article 12.

(b) While it is expressly understood that a displacement of the type defined in Article 12.01(b) is not a technological change, it is agreed that for the purposes of such, the provisions of Article 24 shall apply as if they were reproduced herein with the necessary substitution of "displacement" for "technological change".

12.03 NOTICE

(a) If a layoff occurs the College shall inform the Union and the employees to be laid off, in writing, thirty (30) calendar days before the layoff is to commence. The notice shall state the date the layoff will commence.

(b) The College shall determine in which positions layoff shall occur and will, where possible, reduce its temporary workforce through the expiry of their appointments before laying off other employees.

(c) The College will attempt to minimize the option of bumping by selecting for layoff positions whose incumbents have either the least seniority or have shorter appointments, or have both.

(d) An employee shall be considered laid off at the date established under Article 12.03(a)

12.04 PROCEDURE/BUMPING

(a) It is understood and agreed that the application of this procedure shall not affect the College's right to maintain an efficient staff and that any employee claiming seniority for the purpose of bumping another employee must meet the position requirements including the possession of any special qualifications, as such is described in Appendix "D",

- 12.04(a) which may be necessary for the work involved.
- (b) If it is anticipated the layoff will exceed fifteen (15) calendar days, or an employee has been laid off for fifteen (15) calendar days, she may bump less senior employees as follows:
 - (i) Probationary employees have no bumping rights, but shall be placed on the recall list.
 - (ii) Temporary employees who have seniority shall have the right to bump less senior temporary and probationary employees.
 - (iii) Regular employees shall have the right to bump any less senior employee.
 - (c) Employees exercising their bumping rights under (b) shall give at least seven (7) calendar days notice, in writing, of their intention to bump, naming the employees they intend to bump. The bumping shall take place on or after the eighth (8th) day.
 - (d) Employees bumped under (c) above shall at that time be considered laid off and entitled to exercise the provisions of this Article.
 - (e) Employees choosing not to exercise their bumping rights shall be placed on the recall list at the date of their layoff.
 - (f) An employee who fills a job through bumping shall be paid at the hourly rate applicable to the job (at the same step as she held in her former position) and shall be subject to the benefits and other conditions of employment attendant to the position.
 - (g) Employees who bump and are later, within thirty (30) calendar days, found to be unable to meet the needs of the position, shall be placed on the recall list.

12.05 RECALL

- (a) Recall shall mean a calling back to fill a job opening within the bargaining unit.
- (b) It is understood that a recall may be of two types:
 - (i) recall of the previous incumbent to her position if it is reactivated, or
 - (ii) recall to any other job opening within the College.
- (c) The previous incumbent shall return to her position when it is reactivated. Subject to the notification requirements specified in this Article, if the previous incumbent does not return to her old position (as defined in Article 12.05(b)(i)), the position shall be open to both those employees on the recall list (Article 12.06) and to all other employees. If no suitable candidate is found, the procedure outlined in (d) shall govern.

12.05 (d) Recalls of the type defined in 12.05(b)(ii) shall be governed by Article 25.05 and open to applicants who are:

- (i) current employees, now working; or employees on the recall list,
- (ii) on the notification list (Article 12.09).
- (iii) external.

12.06 RECALL LIST

- (a) A recall list shall be established and maintained by the College for all employees who are laid off. The Union shall receive a copy of the recall list.
- (b) Regular employees shall remain on the list for a maximum of twelve (12) consecutive months.
- (c) Temporary employees with seniority shall remain on the list until the date their employment status would have terminated had it not been for the layoff. After such date, Article 12.09 shall apply.
- (d) An employee shall be removed from the recall list upon being appointed to a position or on resignation.

12.07 RECALL PROCEDURE

- (a) All employees on the recall list shall be advised by telephone, or if unsuccessful, by double registered mail, of all job openings as they arise. Laid off employees must advise the College, in writing, of their interest in any job openings before the application deadline given in the notice.
- (b) It shall be the responsibility of the employee on the recall list to keep the College informed of her current address and telephone number.
- (c) The College retains the right to make short term temporary appointments without following this procedure where timing prohibits such. However, in these cases the College shall utilize the services of laid off employees when and where possible.
- (d) An employee who fills any job opening pursuant to the provisions of this Article shall be paid at the hourly rate applicable to the job at the same step as she held in her former position and shall be subject to the benefits and other conditions of employment attendant to the position.
- (e) When an employee on the recall list is appointed to a temporary position she shall return to the list at the expiry of the appointment subject to the duration set out in Article 12.06(b) and (c).

12.08 PREMIUM MAINTENANCE DURING LAYOFF

- (a) Employees on layoff who were receiving benefits specified under Article 28 may retain their previous coverage to the greatest extent possible by regularly paying to the College an amount equal to the total premiums involved. This provision only has application to layoffs exceeding thirty (30) calendar days duration.
- (b) On return to work in a position which attracts the same benefits, the College shall reimburse the employee for the College's share of the premiums which were paid by the employee during their layoff.

12.09 NOTIFICATION LIST

- (a) Temporary employees shall not at the expiry of their appointments be considered laid off. They shall, however, maintain their seniority as provided in Article 11.04(b)(v).
- (b) The employees referred to in Article 12.09(a) may fill in a request form (Appendix E) and be placed on a notification list for the duration of time for which their seniority is maintained. These employees shall receive copies of all job postings (see Article 25).
- (c) It is the responsibility of the employee to inform the Personnel Department of her current address and telephone number.
- (d) Employees on the notification list must advise the College in writing of their interest in any job vacancy before the application deadline given in the notice.

ARTICLE 13 - HOURS OF WORK

13.01 WORK DAY AND WORK WEEK

- (a) The work day of an employee is the hours which she is scheduled to work in a given day.
- (b) The work week of an employee is the hours which she is scheduled to work in a given work week, commencing at 0001 hours (12.01 a.m.) Monday.

13.02 STANDARD WORK DAY AND STANDARD WORK WEEK

- (a) The standard work day shall be seven (7) hours exclusive of the meal period.
- (b) The standard work week shall be thirty-five (35) hours and is composed of five (5) consecutive standard work days.

13.03 NON STANDARD WORK DAY AND NON STANDARD WORK WEEK

Any work day of less than seven (7) hours, or work week of less than thirty-five (35) hours, not approved pursuant to Article 13.04 shall be described as a non standard work day or non standard work week.

13.04 MODIFIED WORK WEEK AND MODIFIED WORK DAY

- (a) A modified work week is an approved modification of the standard work week (defined in Article 13.02(b)). Such weeks must:
 - (i) average thirty-five hours per week over a maximum two (2) week period,
 - (ii) include a minimum of four (4) work days per week.
- (b) A modified work day is a modification of a standard work day (defined in Article 13.02(a)) resulting from an employee working an approved modified work week.
- (c) A modified work week may arise at the request of either the Administrative Head or the employee. Each modified work week shall meet the following criteria:
 - (i) 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,
 - (iii) where applicable the Labour Relations Board approves the scheme before it is implemented.
- (d) The Administrative Head will consider an employee's request for a modified work week if it meets the following additional criteria:

- 13.04(d) (i) No additional costs to the College will result by reason of the proposed modified work week in the following ways:
- by reason of the requirement for additional staff,
 - by reason of the attraction of costs additional to those already incurred under an existing approved work week (13.01(b)),
 - by reason of more than seven (7) hours of lieu time when a paid holiday falls on a day of rest,
 - by reason of paying overtime rates within the approved hours.
- (ii) 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 who work a modified week in a Department.

13.05 APPROVAL OF HOURS OF WORK

(a) Approval

The work day and the work week of an employee shall be approved by the appropriate Administrative Head, and shall become effective through transmittal of the approval to the employee from the Personnel Department.

No regular employee, who was employed as of the date this Agreement was signed, shall have her hours of work changed by the College without her agreement.

(b) Changes

- (i) When the Administrative Head changes an employee's work day or work week, the employee shall be notified and the change posted fourteen (14) calendar days prior to the effective date.
- (ii) When an employee wishes to change her work day or work week, the approval of the appropriate Administrative Head must be obtained and posted fourteen (14) calendar days prior to the effective date.
- (iii) In either (i) or (ii) the fourteen (14) day time limit may be shortened by mutual agreement between the employee and the appropriate Administrative Head.
- (iv) This clause does not apply to temporary changes where such are necessary.

13.06 MEAL BREAK

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

13.07 TIME REPORT

It is the responsibility of each employee to submit her completed time report on the general work day following the time period covered by the time report, or to advise why she is unable to do so.

ARTICLE 14 - HOURLY PREMIUMS

- 14.01 An hourly premium of 45¢ per hour shall be paid for each hour worked between 6:30 p.m. and 7:00 a.m.
- 14.02 If shifts are scheduled so that there are not twenty (20) 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 (20) hour period.
- 14.03 The hourly premiums set out in Articles 14.01 and 14.02 shall not apply to overtime hours.

ARTICLE 15 - OVERTIME

15.01 DEFINITIONS

- (a) For employees working a standard or non standard work week, overtime means any working hours on duty in excess of seven (7) hours in a work day or thirty-five (35) hours in a work week.
- (b) For employees working a modified work week, overtime refers to those hours on duty in excess of the approved modified work week.
- (c) Straight time rate means the regular rate of remuneration.
- (d) Time and one half means one and one-half times the straight time rate.
- (e) Double time means two times the straight time rate.
- (f) 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) An employee working a non-standard work day or work week shall be paid at the straight time rate for all hours worked in excess of her approved work day or work week which do not qualify for overtime payment.
- (b) The first four (4) hours of overtime in a work week shall be paid at the rate of time and one-half.
- (c) All hours of overtime in excess of provision (b) shall be paid at the rate of double time.
- (d) An employee who works a modified work week and who works on her day of rest shall be compensated according to the overtime formulae established in paragraphs (b) and (c) 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 at double time.
- (e) An employee who works on a regularly scheduled day of rest after a standard 5 day work week, shall be compensated at the rate of double time for all hours worked on that day.
- (f) An employee who works on a paid holiday shall receive either her regular day's pay or another day off, and shall receive additional compensation at the rate of double time for all hours worked on that day.

- 15.03 (g) All employees shall have the option of receiving equivalent compensating time off in lieu of being paid for overtime.
- (h) 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.
- (i) 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.
- (j) The provisions of Article 15.03 shall not apply to any leaves of absence with pay.

15.04 CALL BACK

Where an employee has left after her approved 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 at overtime rates.

Where an employee has not left after her approved work day and is requested to remain or if prior arrangements have been made for her reporting back at a specific time, this call back provision shall not apply. A temporary employee hired on an "as required" basis shall not be considered called back to work unless she has already worked on the same day.

15.05 OVERTIME BREAKS

All employees who are officially requested to remain at work for a period of three hours or more beyond their approved work day, 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 SHARING OF OVERTIME

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

15.07 OVERTIME MINIMUM

Officially requested overtime shall be paid for in $\frac{1}{4}$ hour segments with a daily minimum payable of 1 hour for the first hour or portion of an hour worked.

ARTICLE 16 - HOLIDAYS

16.01 PAID HOLIDAYS

The College shall grant as paid holidays:

New Years' Day	Victoria Day	Thanksgiving Day
Good Friday	Canada Day	Remembrance Day
Easter Monday	B.C. Day	Christmas Day
Labour Day	Boxing 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, except for days declared which have already been granted on another day pursuant to this Article.

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

- (a) 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.
- (b) (i) Subject to subsection (ii), when a paid holiday falls on an employee's day of rest other than on a Saturday or Sunday, the employee shall be given a day off with pay in lieu at a mutually agreeable time.
- (ii) If the day of rest on which the paid holiday falls is such by reason of an employee working a modified work week, the employee shall be given seven (7) hours off with pay in lieu 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 Article 15.03(f).

16.04 HOLIDAY COINCIDING WITH A DAY OF VACATION

When a day of paid holiday falls during an employee's vacation time, the paid holiday shall not count as a day of vacation, nor as a day worked.

16.05 PAYMENT FOR HOLIDAYS

- (a) Regular Full Time employees shall not have their pay reduced by virtue of holidays specified in Article 16.01.

- 3.05 (b) Other employees, if they have worked their scheduled work days before and after a paid holiday, shall receive holiday pay based on the number of regular hours worked in the previous month, divided by the number of days of scheduled work in the previous month, times the hourly equivalent rate for the employee.
- (c) A paid holiday is equivalent to a maximum of seven (7) hours. Therefore, employees working modified work weeks shall be required to make up any time difference between the holiday and their modified work day when the latter is in excess of seven (7) hours.

3.06 OTHER DAYS

- (a) The following days or times therein are not paid holidays:
- (i) afternoon on the last working day prior to Christmas Day
 - (ii) afternoon on the last working day prior to New Years Day
 - (iii) Easter Sunday
- (b) Subject to operational requirements, the College will be closed at the times listed in (a).
- (c) An employee shall be paid for the times listed in (a) that which she would otherwise have received had it not been for this provision.
- (d) If an employee is officially requested to work during the times listed in (a), she shall be paid as if it were work on a paid holiday.

ARTICLE 17 - ANNUAL VACATION

17.01 CALENDAR YEAR

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

17.02 VACATION ENTITLEMENT

- (a) Employees with an appointment duration of less than four (4) months shall earn and be paid vacation pay on the basis of:
 - (i) 4% of gross earnings if they do not have seniority,
 - (ii) 6% of gross earnings if they have seniority.
- (b) In the initial incomplete calendar year, the basic vacation entitlement is:
 - (i) 1 1/4 days per month if employment commenced before March 1.
 - (ii) 1 day per month if employment commenced on March 1 or later.
- (c) Thereafter, the basic entitlement is:
 - (i) in the 1st complete calendar year - 3 weeks (1 1/4 days per month)
 - (ii) in the 5th complete calendar year - 4 weeks (1 2/3 days per month)
 - (iii) in the 9th complete calendar year - 5 weeks (2 1/12 days per month)

For the purposes of (c), an incomplete calendar year (b) which commenced on March 1st or earlier shall be considered a complete calendar year.

- (d) The basic vacation entitlements shall be pro rata for employees working less than 35 hours per week, or less than 12 months per year, based on information provided in the employee's hiring form.
- (e) Temporary employees shall be paid their vacation entitlement at an equivalent percentage based on gross earnings.
- (f) Regular employees shall accumulate time and be granted such pursuant to Article 17.04.

17.03 MODIFIED WORK WEEK

Employees working on modified work weeks shall have their vacation entitlement converted to hours - one (1) day's entitlement being equal to seven (7) hours.

17.04 GRANTING OF VACATION LEAVE

The employees in a department will settle a vacation schedule each year subject to the approval of the Administrative Head.

By May 30th of each year, each Administrative Head will inform the Personnel Department of the vacation schedule for her 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 SUBSTITUTION

Where vacation substitution 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 Article 20 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

- (a) An employee shall, upon request in the form of two (2) calendar weeks notice prior to the pay day preceding the commencement date of vacation, receive, on the last working day preceding commencement of her vacation, any cheques which would normally fall due during the period of her vacation.

- 17.09 (b) Employees must submit approved time reports covering their vacation leave period prior to receiving any cheques.

ARTICLE 18 - SICK LEAVE

18.01 SICK LEAVE ENTITLEMENT

- (a) Employees shall be granted sick leave with pay for a maximum of thirty (30) continuous calendar days.
- (b) The College may require proof of illness.

18.02 LONG TERM ILLNESS

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

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

- (a) Any employee with an employment status of twenty (20) or more hours per week for ten (10) or more months per year may register 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 shall be obtained from the Administrative Head 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.

- 19.05 (b) 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 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 - one (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,

20.03 skills and abilities 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 LEAVE OF ABSENCE WITHOUT PAY

- (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 such leave.

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 employee on the College payroll and agrees to reimburse the employee 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

- (a) The provisions of the Maternity Protection Act will apply.
- (b) A pregnant employee shall commence her maternity leave nine (9) weeks before the expected period of confinement. This leave may continue for six (6) months after the birth of her child, at the end of which time the employee shall return to her position.
- (c) The College shall, upon request of an employee, defer the commencement of maternity leave.
- (d) When an employee requests an extension of maternity leave, which is supported by a doctor's certificate, the College shall extend maternity leave for up to an additional six (6) months.

21.02 CESSATION OF MATERNITY LEAVE

- (a) Maternity leave shall cease when the employee:
 - (i) resigns during the period of leave
 - (ii) elects not to return to her position at expiry of the leave, or fails to do so within the prescribed time limit.

21.03 BENEFIT COVERAGE DURING MATERNITY LEAVE

If an 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 premiums.

21.04 VACANCY CREATED BY GRANTING OF MATERNITY LEAVE

- (a) The College may fill the vacancy created by the granting of maternity leave by appointment (Article 25) or by substitution (Article 27.06). In either case, the employee selected to fill the vacancy may continue to do so until the employee on maternity leave has:
 - (i) at the expiration of her leave, returned to her position
 - (ii) resigned, or advised the College of her election not to return to the position at the expiration of her maternity leave, and the College has refilled the position.
- (b) Where an extension is granted under Article 21.01(d) the corresponding extension of an appointment pursuant to Article 21.04(a) need not be posted.
- (c) An employee shall revert to her former position when her substitution status ends.

21.05 APPLICATION OF SICK LEAVE TO MATERNITY LEAVE

Sick leave does not apply during maternity leave.

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 AND HEALTH COMMITTEE

- (a) The Union and the College agree to maintain a College Safety and Health Committee comprised of two (2) representatives from each party. The Faculty Association may be invited to appoint two (2) members. The Committee shall make recommendations to the Principal 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 straight time rate of pay for:
 - (i) attending meetings of the Committee
 - (ii) investigating safety matters at the direction of the Committee and with the approval of the Principal.
- (c) Any employee may make a written or verbal representation concerning unsafe working conditions to the Safety and Health Committee.

22.03 UNSAFE AREAS

No employee shall be required to work in an unsafe area.

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 INDUSTRIAL FIRST AID CERTIFICATE PREMIUMS

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

22.06 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.

22.07 TRANSPORTATION FOR EMPLOYEES REQUIRING MEDICAL CARE

Transportation from their place of work to the nearest physician or hospital for employees requiring urgent medical attention shall be at the expense of the College, unless covered by the insurance plans.

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 CHANGE

24.01 DEFINITION

An employee shall be considered displaced by technological change when her services are no longer required as a result of a change in the equipment used by the College or as a result of a change in process or method of operation which is directly related to the change in equipment.

24.02 NOTICE

The College shall provide the Union and affected employee(s) with not less than three (3) months notice, in writing, of its intention to introduce technological change.

At the time notice is provided, or as soon as possible thereafter, the College shall provide the Union with the reasons for the introduction of the technological change and with as much information related to the technological change as possible.

24.03 ELECTION

- (a) An employee who has received notice of her redundancy due to technological change must elect prior to the expiry of the notice period whether she will choose:
 - (i) a job vacancy or retraining for a job vacancy (Article 24.04), or
 - (ii) severance pay (Article 24.05), or
 - (iii) bumping (Article 24.06)
- (b) It is the responsibility of the Personnel Department to provide to the employee all information pertinent for her making the election.
- (c) The election made under this Article must be forwarded in writing to the Personnel Department and to the Union. Any employee not exercising this election within the given time limit shall be deemed to have elected severance pay.

24.04 JOB VACANCY/RETRAINING

- (a) An employee who has elected a job vacancy must advise the College at the time of election of the precise job vacancy for which she wishes to apply. It is understood that the employee may make such election at anytime during the notice period and that the employee may or may not require training for such job vacancy.
- (b) When an employee has elected a job vacancy, she shall have first right to it provided she already possesses the required skills and abilities, or provided that she will possess the required skills and abilities for the job vacancy upon completion of retraining.

- 24.04 (c) When an employee elects a vacancy for which she does not need retraining, she shall be appointed to the position upon the expiry of the notice period (Article 24.02), or sooner, and will receive at least her previous hourly rate for the first three months in the position. After three (3) months in the position, she shall be paid at the hourly rate of the position.
- (d) Retraining, if necessary, must commence at the expiry of the notice period and be accomplished within three (3) months.

By mutual agreement the retraining may begin prior to this date. If retraining is not immediately available upon expiry of the notice period, or if an employee requests that retraining be delayed, any elapsed time between the end of the notice period and the start of retraining shall be leave of absence without pay.

- (e) Determination of the method of retraining and its cost shall be the responsibility of the College. An employee shall receive her former salary during retraining.
- (f) If during or immediately upon completion of retraining, the employee wishes to reconsider her earlier election, or if she does not successfully complete retraining, she shall at that time have the option of receiving severance pay as provided in Article 24.05. The College shall deduct all costs of retraining, including the employee's salary while training, from the amount of severance pay.
- (g) Upon completion of retraining, the employee will be appointed to the position and will be subject to all terms and conditions of employment applicable to the position. She shall be paid at the hourly rate applicable to the position, at the same step as she held in her former position, as of the date of appointment unless her period of retraining was of less than three (3) months duration, in which case she shall continue to receive at least her former salary for the first three months of combined retraining and being in the position.

24.05 SEVERANCE PAY

Employees who have not made an election pursuant to Article 24.03, or who have elected severance pay, shall on termination of their services due to technological change, 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 for a minimum of four (4) weeks' salary. Severance pay shall be based on the employees' salaries at the time of displacement.

24.06 BUMPING

- (a) An employee who has elected to bump pursuant to Article 24.03 must advise the College at the time of the election of the precise position she wishes to bump into.

- 24.06
- (b) Notwithstanding (a), bumping may only take place on or after the eighth (8th) day after the College is advised.
 - (c) Article 12.04(a), (b), and (d) only shall have application to bumping under this Article.
 - (d) An employee who fills a job through bumping as a result of technological change shall be subject to the benefits and other conditions of employment attendant to the new position. However, she shall receive at least her previous hourly rate for the first three (3) months in the new position. After this period, she shall be paid at the hourly rate of the position at the same step as she held in her former position.
 - (e) An employee who bumps as a result of technological change shall be on a training period of one (1) month, which may at the discretion of the College, be extended in one(1) month periods for no longer than two (2) additional months. If it is found the employee is unable to meet the needs of the position she shall be terminated and her name placed on the notification list (Article 12.09).
 - (f) An employee may reconsider her original choice during the training period, and receive severance pay as provided in Article 24.05. The College shall deduct all salary paid to the employee during the training period from the amount of severance pay.

ARTICLE 25 - APPOINTMENTS

25.01 DEFINITION

- (a) A job vacancy occurs when there is a vacant position or an anticipated vacant position to which the College currently intends to appoint an individual.
- (b) All job vacancies will be posted on the College's bulletin boards where the duration of the hire is four (4) or more months. The College may also simultaneously advertise the vacancies.
- (c) All job postings shall contain applicable class specification information and criteria including:
 - nature of position
 - required qualifications
 - required knowledge and skills
 - salary range
 - work day and work week
- (d) Advertisements shall indicate that the position is open to both female and male applicants, and, that Union membership in A.U.C.E. Local #4 shall be a condition of employment. If the Bargaining Unit status of the position has not been determined, the advertisement shall indicate that the position is open to both female and male applicants, and, that Union membership in A.U.C.E. Local #4, may be a condition of employment.
- (e) A copy of the job posting is to be sent to the Union at time of posting.

25.02 NOTIFICATION TO UNION

Within seven (7) working days of the date of an appointment, the Union shall receive a copy of the successful candidate's hiring form.

25.03 RIGHT TO GRIEVE

Within five (5) working days of being notified by the Personnel Department that she was an unsuccessful candidate for a posted job vacancy, unless the job vacancy was filled by an employee displaced pursuant to Article 12 or Article 24, an employee may grieve the College's decision at Step 3 of the grievance procedure.

25.04 INTERIM APPOINTMENTS

Any vacant position may be filled on an interim basis

- (a) where a grievance has been filed under Article 25.03,
- (b) while a competition to fill a job vacancy is in process.

25.05 APPOINTMENTS

Among those candidates who have the required knowledge, skills, and abilities, the candidate with the most seniority will be appointed.

25.06 TRAINING PERIOD IN POSITION

- (a) An employee whose appointment pursuant to Article 25.05 results in a promotion or transfer shall be on a training period for one (1) month. At the discretion of the College, the training period may be extended in one (1) month periods 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 an equal pay group.
- (b) A former employee with seniority appointed pursuant to Article 25.05 shall be on the same training period set out in (a). However, if she is unable to meet the basic job requirements to the satisfaction of the College, her employment status shall be terminated.

25.07 PROBATION

An individual appointed pursuant to Article 25.05 who was not an employee at the time of the appointment, shall serve a probationary period of three (3) months. This period may be extended at the request of either party and at the mutual agreement of both parties in one (1) month periods for no longer than two (2) additional months. The Union shall be advised of all such requests.

25.08 PROMOTION

An employee shall be considered to have been promoted where as a result of her appointment, she moves to a position with a higher pay group.

25.09 TRANSFER

An employee shall be considered to have been transferred where as a result of her appointment, she moves to a position with an equal to or lower pay group.

25.10 UTILIZATION OF FORMER EMPLOYEES

For all job openings not filled through competition, the College shall, wherever possible, utilize by seniority, former employees whose names are on the notification list (Article 12.09). The College's liability in this regard is to contact by telephone, former employees with College work experience consistent with the type of employment available.

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 D.
- (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, or the College. These requests are to be made in writing to the Personnel Department with one copy to the Union.
- (b) A Personnel Department representative 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 Personnel Department and one to the Union.
 - (ii) The employee shall be interviewed by the Personnel Department representative. At the request of the employee or the Personnel Department, a Union observer may be present at the interview but shall not participate.
 - (iii) The department head, employee and Personnel Department representative may meet as a group to discuss the request. At the request of the employee or the Personnel Department representative, a Union observer may be present during this discussion but shall not participate.

26.03 NOTIFICATION

The employee shall be notified by the Personnel Department of the disposition of the request for reclassification. Such notice shall be given within sixty (60) working days of the receipt by the Personnel Department of the request. The time limit may be extended by mutual agreement of the Union and the College. 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.

26.05 SALARY ON RECLASSIFICATION

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

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 paid holiday, a declared holiday, or a calendar weekend, the employees shall be paid on the general work day immediately preceding such.

27.03 RATES OF PAY

An employee shall be paid for services rendered at the rates of pay set forth in Appendix F.

27.04 LUMP SUM PAYMENT

An employee shall be paid a lump sum amount of 6% of her gross earnings between October 1, 1976 and September 30, 1977.

27.05 RATE OF PAY ON PROMOTION OR TRANSFER

- (i) An employee who is promoted (Article 25.08) shall be paid at the rate in the pay group for the position which is immediately higher than the rate she received in her former pay group.
- (ii) An employee who is transferred (Article 25.09) shall be paid at the rate in the pay group for the position which is equal to or the next lesser, if there is non equal, than the rate she received in her former pay group.

27.06 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 specification 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.

27.07 RATE OF PAY ON RECLASSIFICATION

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

27.08 MILEAGE ALLOWANCE

Authorized employees using their personal vehicle for College business, at College request, may claim a mileage allowance in accordance with Policy No. 311, but not less than 20¢ per mile.

27.09 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.

27.10 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.

27.11 PAY MATRIX

- (a) The pay increment period between steps 1, 1½ and 2 is the equivalent of six (6) months; between all other steps, the increment period is the equivalent of 1 year.
- (b) Increments shall be granted to all employees in accordance with accrual of seniority (Article 11.02) as follows:
 - (i) for 6 month increments - 910 hours additional accrued seniority from the date of initial placement or previous increment.
 - (ii) for yearly increments - 1820 hours additional accrued seniority from the date of initial placement or previous increment.

ARTICLE 28 - HEALTH AND WELFARE

8.01 MEDICAL SERVICES PLAN OF BRITISH COLUMBIA AND MEDICAL SERVICES ASSOCIATION -- EXTENDED HEALTH PLANS

All employees with an employment status of 20 or more hours per week for 4 or more months per year 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.

8.02 DENTAL PLAN

- (a) All employees with an employment status of 20 or more hours per week for 4 or more months per year may avail themselves of the coverage provided by the Dental Plan, subject to the terms of the Plan for eligibility. In the case of an employee with a definite duration of employment, four clear months of employment must remain after completion of the six (6) month period for eligibility, all of which must be continuous.

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.
 - (ii) 75% of monthly premiums for Employees and their dependants for Coverage A, B and C.
- (b) 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.

8.03 GROUP LIFE INSURANCE AND ACCIDENTAL DEATH INSURANCE

- (a) All employees with an employment status of 20 or more hours per week for 4 or more months per year 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 employees with an employment status of 20 or more hours per week for 4 or more months per year must participate in the Accidental Death and Dismemberment Insurance Plan in force.

28.03 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.

28.04 LONG-TERM DISABILITY

- (a) All employees with an employment status of 20 or more hours per week for 4 or more months per year must participate in the Long Term Disability 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.

28.05 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.

28.06 EMPLOYEE'S RESPONSIBILITY FOR BENEFIT COVERAGE

All benefit plan coverages, terms, conditions and specific eligibility requirements shall at all times be covered by the actual terms and conditions of the benefit plans as amended from time to time. Any benefit plan description contained in this agreement is provided only for the purpose of general information.

It is understood and agreed that it is the responsibility of each employee to be familiar with the specific details of coverage and eligibility requirements of all benefit plans and that neither the Union nor the College has any direct responsibility for insuring that all requirements for eligibility or conditions of coverage or entitlement to benefits are made by the employee beyond the obligations specifically stipulated in this agreement.

The actual policy contracts arranged with insurers shall be deemed to be an integral part of this agreement. The College and the Union will make every effort to provide promptly any information regarding the benefit plans, to any employee requesting it.

28.07 LIMITATION OF LIABILITY OF COLLEGE

The Union recognizes and agrees that the College's obligation and liability with regard to providing the benefit and insurance coverages agreed to herein is in all events limited to arranging for the underwriting of coverages by insurers and internal procedural administration of the plans. The College cannot be held liable for refusal by insurers to underwrite any plan, for cancellation of coverage by insurers, or for the rejection of any claim or claims by insurers.

28.08 "BRIDGE PERIOD" COVERAGE FOR REGULAR EMPLOYEES WITH RECURRING APPOINTMENTS

During the "Bridge Period" between appointments for employees with Regular status, an employee may maintain the coverage of those plans she has been participating in. The employee must pay 100% of the premiums for those coverages during the "Bridge Period" in advance.

28.09 BENEFIT COVERAGE DURING LEAVE OF ABSENCE

The parties to this Agreement recognize and agree that except where specifically provided in this Agreement, all benefits and entitlements provided by this Agreement are suspended for an employee who is absent on a leave of absence without pay.

Where an employee has been granted an approved leave of absence without pay, in excess of thirty (30) calendar days, and the employee has been participating in the following benefit coverages:

Group Life Insurance	28.04(a)
Accidental Death and Dismemberment Benefit	28.04(b)
Disability Income Benefit	28.05
Dental Plan	28.03

the employee must, as a condition of being granted the leave of absence, maintain the coverages in those plans. The employee must pay 100% of the premiums for those coverages during such leave, paid in advance.

28.10 ENROLLMENT

Enrollment in any Benefit or insurance plan is not completed until the employee has completed an Application/Waiver form (Appendix G), and application cards have been signed by the employee, acknowledged by the College and acceptance by the Insurer has been confirmed.

28.11 CONTRIBUTION IN ADVANCE

Except in the case of the B.C. Municipal Employees Superannuation Programme, where this Agreement requires the College to deduct from an employee's pay the employee's contribution toward the premium payments for any insurance or benefit plan, such deductions shall be made one month in advance. That is, deductions will be made at the end of a current month for the employee's contribution for coverages effective in the following month.

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

- (a) 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 or displacement of such employees, or which would delay the recall of employees who have been laid off or the rehire of employees on the Notification List.
- (b) 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 laid off or displaced or on the Notification List.
- (c) 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.
- (d) Notwithstanding the forementioned provisions of this Article, it is mutually agreed to exempt from application of 29.02(a) and (b) the following existing areas of contracted services: janitorial, security, payroll, accounting and food. However, the College undertakes to review with the Union, service contracts for janitorial and security services prior to its decision to renew or extend the contract(s) for such services. This provision has application until and unless a ruling or direction of the Labour Relations Board of British Columbia nullifies its effectiveness.

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.

9.05 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 cannot 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 calculation of check-off of union dues and assessments.

9.06 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.

9.07 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.

9.08 EMPLOYEE FILE

An employee may, at a mutually convenient time, inspect the contents of her Personnel file. Any document found therein may be copied. If the contents of any document on file are disputed, the eventual resolution, be it through the grievance procedure or otherwise, shall be entered in her file.

See also Article 10.03.

9.09 EVALUATION

When an employee's performance is evaluated, the employee concerned shall be given the opportunity to read and review the evaluation. The procedure shall provide for the employee's acknowledgement through signature that she has read the evaluation and has been given a copy of it. The procedure shall also provide that an employee may comment on the evaluation and that her comment shall be considered as part of that evaluation.

ARTICLE 30 - DURATION OF CONTRACT

30.01 This agreement shall be binding from October 1, 1976 to midnight, September 30, 1978.

30.02 NEW AGREEMENT

Either party to this Agreement may, not more than four (4) months and not less than one (1) month prior to October 1, 1978 present to the other party, in writing, proposed terms of a new or further Agreement, and/or amendments to this Agreement.

30.03 CONTINUATION OF PRESENT AGREEMENT

In the event that a new or further Agreement is not entered into by the parties on or before the 30th day of September 1978 this Agreement will continue in force and effect until:

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

30.04 LABOUR CODE EXCLUSION

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

30.05 EFFECTIVE DATES

- (a) Where this Agreement contains terms or conditions which are changed from those contained in the prior Agreement, such terms and conditions with the exception of those hereinafter listed, shall be effective on the 1st day of October, 1976.
- (b) The following changed terms and conditions shall become effective on and from the signing of this agreement:

Articles:

4.09	8.01	14.01
5.07	9.06	14.02
6.06	9.07	14.03
7.03		18.01
7.04	11.02(c)	25.05
7.05	11.06(b)	25.10
7.06		28.10
7.10	12.09	29.02

ARTICLE 31 EXPLANATORY NOTES

1.01 INTENT AND MEANING

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

"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.

"As required basis" - means an employee's work day and work week are not precisely scheduled at the time of hire, and reflect the specific need at any given time. (see 15.04)

"Bridge Period" - for a regular employee in a recurring position, the bridge period is the period of non-work time between successive appointments. During the bridge period the incumbent of the regular, recurring position does not have employee status.

"Calendar 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 inclusion of calendar weekends and holidays.

"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.

"Discharge" - means employment is brought to an end for disciplinary reasons.

"Hours of work per week" - shall include an equivalent number of hours which result from an arithmetic average of the hours worked in a modified work week schedule cycle, in addition to those definitions contained in Article 13.

"Invited to attend" - means an employee has the choice whether to attend or not.

"Job opening" - includes a job vacancy (as defined in Article 25.01) as well as openings for appointments of less than four (4) months duration.

"Leave of absence without pay or leave without pay" - - applies only to times when the employee would otherwise have worked.

31.01 "New position" - means creation of a wholly new job position (assigned a new position number) 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, or positions which have been altered through changes in their duration or the number of hours of work required per week.

"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 a request. (see 13.06)

"Required to attend" - means an employee has been informed by a person with College authority that her attendance is mandatory.

"Shift" - means an employee's approved work day.

"Supervisor" - means the individual to whom an employee normally reports or from whom an employee normally receives her direction.

"Suspension" - means the temporary removal of an employee from active employment for disciplinary reasons.

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

"Union representative" - shall mean any employee authorized by the Union to act on its behalf.

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 - ASSIGNMENT OF WAGES, CHECKOFF OF UNION FEES AND DUES
(Ref. - Article 5)

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 in the amounts following:

1. Initiation Fees in the amount of \$ 1.00 (one time only to new members).
2. Dues of _____ % of gross regular salary.

I understand these dues 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 or dues 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 or dues 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 and dues from my wages as a condition of employment.

Name: _____
(please print)

Signature: _____

Social Insurance Number

CAPILANO COLLEGE TECHNICAL AND
VOCATIONAL INSTITUTE

Received: _____

Date: _____

Application For Membership

I hereby request and accept membership in the Association of University & College Employee, Local No. 4 and agree to abide by the constitution and by-laws of the organization.

Signature of Applicant-Employee

Date

Signature of Association Officer

cc: A.U.C.E. #4

APPENDIX B - GRIEVANCE FORM
(Article 7)

The parties agree to develop a grievance form.

APPENDIX C - ARBITRATORS
(Article 8.01)

ursuant to Article 8.01 the parties shall develop a list of Arbitrators - such list to
ecome Appendix C.

APPENDIX D - 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 journeyperson 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.

APPENDIX E - REQUEST TO BE PLACED ON NOTIFICATION LIST
(Article 12.09)

To: Personnel Department

Re: Placement on Notification List

I, _____, hereby request to be placed on the Notification List (Article 12.09) on the expiry date of my current appointment. I realize that this entitles me to receive by mail, copies of all job postings issued by the College and that should I wish to compete for any particular job vacancy, I must submit an application form to the Personnel Department prior to the application deadline specified in the job posting.

I also realize I may be contacted from time to time for short term job openings (Article 25.10).

I further realize that I will remain on the Notification List for a maximum of twelve (12) consecutive months (Article 11.04(b)(v)), or until I notify the Personnel Department that I wish to be removed from the list, or until I am re-employed by the College, whichever is sooner.

Current Address: _____ Signature: _____

_____ Received by: _____

Phone: _____ Date: _____

Previous employment with the College in the following areas: (please list only those in which most of your previous experience was gained, e.g. Registration, Library, etc.)

NOTE: A NEW REQUEST MUST BE MADE AFTER EACH PERIOD OF EMPLOYMENT

cc: A.U.C.E., Local #4

APPENDIX F
 Pay Group and Pay Step Matrix
 October 1, 1975 - September 30, 1977
 (Reference Article 27.03 of the Agreement)

(2 of 2)

Pay Group	1	1½	2	3	4	5
5	\$ 831 5.47	\$ 839 5.52	\$ 847 5.57	\$ 860 5.66	\$ 877 5.77	\$ 894 5.88
6	\$ 847 5.57	\$ 854 5.62	\$ 860 5.66	\$ 877 5.77	\$ 894 5.88	\$ 913 6.01
7	\$ 860 5.66	\$ 869 5.72	\$ 877 5.77	\$ 894 5.88	\$ 913 6.01	\$ 927 6.10
8	\$ 877 5.77	\$ 886 5.83	\$ 894 5.88	\$ 913 6.01	\$ 927 6.10	\$ 952 6.26
9	\$ 894 5.88	\$ 904 5.95	\$ 913 6.01	\$ 927 6.10	\$ 952 6.26	\$ 977 6.43
10	\$ 913 6.01	\$ 920 6.05	\$ 927 6.10	\$ 952 6.26	\$ 977 6.43	\$ 999 6.57
11	\$ 927 6.10	\$ 940 6.18	\$ 952 6.26	\$ 977 6.43	\$ 999 6.57	\$1033 6.80
12	\$ 952 6.26	\$ 965 6.35	\$ 977 6.43	\$ 999 6.57	\$1033 6.80	\$1058 6.96
13	\$ 977 6.43	\$ 988 6.50	\$ 999 6.57	\$1033 6.80	\$1058 6.96	\$1094 7.20
14	\$ 999 6.57	\$1016 6.68	\$1033 6.80	\$1058 6.96	\$1094 7.20	\$1125 7.40
15	\$1033 6.80	\$1046 6.88	\$1058 6.96	\$1094 7.20	\$1125 7.40	\$1169 7.69
16	\$1058 6.96	\$1076 7.08	\$1094 7.20	\$1125 7.40	\$1169 7.69	\$1209 7.95
17	\$1094 7.20	\$1110 7.30	\$1125 7.40	\$1169 7.69	\$1209 7.95	\$1254 8.25
18	\$1125 7.40	\$1147 7.55	\$1169 7.69	\$1209 7.95	\$1254 8.25	\$1297 8.53
19	\$1169 7.69	\$1189 7.82	\$1209 7.95	\$1254 8.25	\$1297 8.53	\$1343 8.84
20	\$1209 7.95	\$1232 8.11	\$1254 8.25	\$1297 8.53	\$1343 8.84	\$1397 9.19
21	\$1254 8.25	\$1276 8.39	\$1297 8.53	\$1343 8.84	\$1397 9.19	\$1446 9.51
22	\$1297 8.53	\$1320 8.68	\$1343 8.84	\$1397 9.19	\$1446 9.51	\$1500 9.87
23	\$1343 8.84	\$1370 9.01	\$1397 9.19	\$1446 9.51	\$1500 9.87	\$1558 10.25
24	\$1397 9.19	\$1422 9.36	\$1446 9.51	\$1500 9.87	\$1558 10.25	\$1615 10.63
25	\$1446 9.51	\$1473 9.69	\$1500 9.87	\$1558 10.25	\$1615 10.63	\$1678 11.04
26	\$1500 9.87	\$1529 10.06	\$1558 10.25	\$1615 10.63	\$1678 11.04	\$1747 11.49
27	\$1558 10.25	\$1587 10.44	\$1615 10.63	\$1678 11.04	\$1747 11.49	\$1816 11.95
28	\$1615 10.63	\$1647 10.84	\$1678 11.04	\$1747 11.49	\$1816 11.95	\$1880 12.37

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

APPENDIX F
 Pay Group and Pay Step Matrix
 October 1, 1977 - September 30, 1978
 (Reference Article 27.03 of the Agreement)

(2 of 2)

Pay Group	1	1½	2	3	4	5
5	\$ 880 5.79	\$ 889 5.85	\$ 897 5.90	\$ 911 5.99	\$ 929 6.11	\$ 947 6.23
6	\$ 897 5.90	\$ 904 5.95	\$ 911 5.99	\$ 929 6.11	\$ 947 6.23	\$ 967 6.36
7	\$ 911 5.99	\$ 920 6.05	\$ 929 6.11	\$ 947 6.23	\$ 967 6.36	\$ 982 6.46
8	\$ 929 6.11	\$ 938 6.17	\$ 947 6.23	\$ 967 6.36	\$ 982 6.46	\$1009 6.64
9	\$ 947 6.23	\$ 957 6.30	\$ 967 6.36	\$ 982 6.46	\$1009 6.64	\$1035 6.81
10	\$ 967 6.36	\$ 975 6.41	\$ 982 6.46	\$1009 6.64	\$1035 6.81	\$1058 6.96
11	\$ 982 6.46	\$ 996 6.55	\$1009 6.64	\$1035 6.81	\$1058 6.96	\$1094 7.20
12	\$1009 6.64	\$1022 6.72	\$1035 6.81	\$1058 6.96	\$1094 7.20	\$1121 7.38
13	\$1035 6.81	\$1047 6.89	\$1058 6.96	\$1094 7.20	\$1121 7.38	\$1159 7.63
14	\$1058 6.96	\$1076 7.08	\$1094 7.20	\$1121 7.38	\$1159 7.63	\$1192 7.84
15	\$1094 7.20	\$1108 7.29	\$1121 7.38	\$1159 7.63	\$1192 7.84	\$1238 8.14
16	\$1121 7.38	\$1140 7.50	\$1159 7.63	\$1192 7.84	\$1238 8.14	\$1281 8.43
17	\$1159 7.63	\$1176 7.74	\$1192 7.84	\$1238 8.14	\$1281 8.43	\$1328 8.74
18	\$1192 7.84	\$1215 7.99	\$1238 8.14	\$1281 8.43	\$1328 8.74	\$1374 9.04
19	\$1238 8.14	\$1260 8.29	\$1281 8.43	\$1328 8.74	\$1374 9.04	\$1423 9.36
20	\$1281 8.43	\$1305 8.59	\$1328 8.74	\$1374 9.04	\$1423 9.36	\$1480 9.74
21	\$1328 8.74	\$1351 8.89	\$1374 9.04	\$1423 9.36	\$1480 9.74	\$1532 10.08
22	\$1374 9.04	\$1399 9.20	\$1423 9.36	\$1480 9.74	\$1532 10.08	\$1589 10.45
23	\$1423 9.36	\$1452 9.55	\$1480 9.74	\$1532 10.08	\$1589 10.45	\$1651 10.86
24	\$1480 9.74	\$1506 9.91	\$1532 10.08	\$1589 10.45	\$1651 10.86	\$1711 11.26
25	\$1532 10.08	\$1561 10.27	\$1589 10.45	\$1651 10.86	\$1711 11.26	\$1778 11.70
26	\$1589 10.45	\$1620 10.66	\$1651 10.86	\$1711 11.26	\$1778 11.70	\$1851 12.18
27	\$1651 10.86	\$1681 11.06	\$1711 11.26	\$1778 11.70	\$1851 12.18	\$1924 12.66
28	\$1711 11.26	\$1745 11.48	\$1778 11.70	\$1851 12.18	\$1924 12.66	\$1992 13.11

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 G - BENEFIT APPLICATION AND WAIVER FORM
(Ref. - Article 28.10)

To: Capilano College Technical and Vocational Institute:

In accordance with the provision of Article 28 of the collective agreement between the College and the Association of University and College Employees, Local #4, I,

_____ (please print name)

- (a) hereby acknowledge that some coverages are mandatory as a condition of employment;
- (b) hereby acknowledge that whereas I am eligible and entitled as of this date, as an employee of Capilano College, to participate in certain benefit plans,
 - (i) I hereby make application for enrollment in the following benefit plans;
 - (ii) I have on this date voluntarily elected to waive my rights to participate in the following benefit plans;
(Note - future participation, if permitted, is at the employee's expense with respect to satisfying the Insurer's requirements for late enrollment).

ARTICLE	PLAN	MANDATORY	OPTIONAL	ENROLLMENT	
				REQUESTED	WAIVED
28.01	Medical Service Plan of B.C.		X		
28.01	Extended Health Plan M.S.A.		X		
28.02	Dental Plan* M.S.A.		X		
*An employee must complete a 6 month eligibility period and still have 4 clear months of employment.					
28.03(a)	Group Life Insurance	X		X	
28.03(b)	Accidental Death Insurance	X		X	
28.04	Long Term Disability	X		X	

Superannuation (28.05) is based on the provision of the Municipal Superannuation Act.

Employee signature _____

Received by _____ date _____

IN WITNESS WHEREOF, the parties hereto have executed this agreement
this 14th day of September, 1977 at North
Vancouver, British Columbia.

Association of University
and College Employees,
Local #4

Margaret McNeill

Robert Willey

Fred Hoeflok

William Little

Robert L. McKee

Capilano College
Technical and Vocational
Institute

Hilda M.F. Rizun

D.H. Brewer

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note: This is not an exhaustive index, but is intended to assist as a quick reference procedure.

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