

Collective Agreement

between

COLLEGE OF NEW CALEDONIA

&

A.U.G.E. Local 5

Nov. 1, 1980 — Oct. 31, 1982

TABLE OF CONTENTS

ARTICLE NO.	SUBJECT	PAGE NO.
ARTICLE 1	GENERAL PURPOSE	1
1.01	Purpose	1
1.02	No Other Agreement	1
ARTICLE 2	RECOGNITION	2
2.01	Recognizing Unit	2
2.02	Management Rights	2
ARTICLE 3	DEFINITIONS	3
3.01	Employee	3
3.02	Regular Employee	3
3.03	Full-Time Employee	3
3.04	Part-Time Employee	3
3.05	Temporary Employee	3
3.06	Probationary Employee	3
3.07	Work Pattern Under Government	3
3.08	Foundation Grants	3
3.09	Fiscal Year	3
ARTICLE 4	NO DISCRIMINATION	4
4.01	Discrimination	4
4.02	Association Activities	4
ARTICLE 5	ASSOCIATION MEMBERSHIP AND SECURITY	5
5.01	Employees as Data of Certification	5
5.02	Change in Status	5
ARTICLE 6	ASSOCIATION DUES AND DEDUCTIONS	6
6.01	Dues	6
6.02	Dues Assignment	6
6.03	Dues Assignment Revoked	6
6.04	College Indemnity	6
6.05	Association Advises College	6
ARTICLE 7	ASSOCIATION RIGHTS AND ACTIVITIES	7
7.01	Recognition of Shop Stewards	7
7.02	Contacting at Work	7
7.03	Time-Off for Association Business	7
7.04	Right to Refuse to Cross Picket Lines	7
7.05	Hearings Called by the College	7
7.06	Use of College Rooms	7
7.07	Notification by the Association	7
7.08	College Advises New Employees	7
7.09	Association - College Relations	7
7.10	Pay for Negotiations	7

THIS AGREEMENT made and entered into this 21st
day of April, 1981 at Prince George, B.C.
by and BETWEEN:

THE COLLEGE OF NEW CALEDONIA

(Hereinafter referred to as the College)

AND:

THE ASSOCIATION OF UNIVERSITY AND COLLEGE

EMPLOYEES, LOCAL #5

(Hereinafter referred to as the Association)

TABLE OF CONTENTS

<u>ARTICLE NO.</u>	<u>SUBJECT</u>	<u>PAGE NO.</u>
ARTICLE 1	GENERAL PURPOSE.....	7
	1.01 Purpose.....	7
	1.02 No Other Agreement.....	7
ARTICLE 2	RECOGNITION.....	8
	2.01 Bargaining Unit.....	8
	2.02 Management Rights.....	8
ARTICLE 3	DEFINITIONS.....	9
	3.01 Employee.....	9
	3.02 Regular Employee.....	9
	3.03 Full-Time Employee.....	9
	3.04 Part-Time Employee.....	9
	3.05 Temporary Employee.....	9
	3.06 Term Employee.....	10
	3.07 Probationary Employee.....	10
	3.08 Retirement.....	11
	3.09 Work Unit.....	11
	3.10 Work Performed Under Government and Foundation Grants.....	12
	3.11 Fiscal Year.....	12
ARTICLE 4	NO DISCRIMINATION.....	13
	4.01 Human Rights.....	13
	4.02 Association Activity.....	13
ARTICLE 5	ASSOCIATION MEMBERSHIP AND SECURITY.....	14
	5.01 Employees at Date of Certification.....	14
	5.02 New Employees.....	14
	5.03 Change in Status.....	14
ARTICLE 6	ASSOCIATION DUES AND DEDUCTIONS.....	15
	6.01 Association Dues.....	15
	6.02 Deduction of Dues.....	15
	6.03 Association Advises College.....	15
	6.04 College Indemnity.....	15
	6.05 Dues Assignment Revoked.....	16
ARTICLE 7	ASSOCIATION RIGHTS AND ACTIVITY.....	17
	7.01 Recognition of Shop Stewards.....	17
	7.02 Contacting at Work.....	17
	7.03 Time-Off for Association Business and Activities.....	17
	7.04 Right to Refuse to Cross Picket Lines.....	18
	7.05 Meetings Called by the College.....	18
	7.06 Use of College Rooms.....	19
	7.07 Notification by the Association.....	19
	7.08 College Acquaints New Employees.....	19
	7.09 Association - College Relations.....	19
	7.10 Pay for Negotiations.....	19

TABLE OF CONTENTS - Cont'd

<u>ARTICLE NO.</u>	<u>SUBJECT</u>	<u>PAGE NO.</u>
ARTICLE 8	POSITION DESCRIPTIONS AND CLASSIFICATION PROCEDURES.....	20
	8.01 Position Title Determination.....	20
	8.02 Position Classifications.....	20
	8.03 Position Reclassifications.....	20
	8.04 Resolution of Position Classification Disputes.....	20
	8.05 Position Classification Review Committee.....	21
	8.06 New Positions.....	21
	8.07 Salaries for New Positions.....	21
ARTICLE 9	PROMOTION, TRANSFERS AND STAFF CHANGES.....	22
	9.01 Job Postings.....	22
	9.02 Promotions.....	23
	9.03 Training Period on Promotion or Transfer.....	23
	9.04 Written Information to Employees.....	23
	9.05 Written Reason.....	24
	9.06 Interim Appointments.....	24
ARTICLE 10	SENIORITY.....	25
	10.01 Seniority Defined.....	25
	10.02 Seniority Lists.....	25
	10.03 Accumulation of Seniority.....	25
	10.04 Accrued Seniority During Approved Leaves.....	25
	10.05 Loss of Seniority.....	25
	10.06 Recall.....	26
	10.07 Recall Procedure.....	26
ARTICLE 11	LAY-OFF.....	27
	11.01 Lay-Off Definition.....	27
	11.02 Lay-Off Procedure.....	27
	11.03 Advance Notice.....	27
	11.04 Lay-Off Provisions.....	28
	11.05 Notice of Displacement.....	28
ARTICLE 12	RESIGNATIONS.....	29
	12.01 Resignation Notice.....	29
	12.02 Failure to Report for Duty.....	29
ARTICLE 13	HOURS OF WORK.....	30
	13.01 Standard Work Day and Standard Work Week.....	30
	13.02 Modified Work Week.....	30
	13.03 Relief Periods.....	30
	13.04 Work Week Definition.....	31
	13.05 Regular Work Week and Work Day.....	31
	13.06 Split Shifts.....	31
	13.07 Posting of Shift Schedules.....	31
	13.08 Short Changeover.....	31
	13.09 Shift Differential.....	31

TABLE OF CONTENTS - Cont'd

<u>ARTICLE NO.</u>	<u>SUBJECT</u>	<u>PAGE NO.</u>
ARTICLE 14	OVERTIME.....	32
	14.01 Definition.....	32
	14.02 Right to Refuse Overtime.....	32
	14.03 Overtime Compensation.....	32
	14.04 Call Out Provisions.....	33
	14.05 Overtime Minimum.....	33
	14.06 Overtime Breaks.....	33
ARTICLE 15	DISCHARGE, SUSPENSION AND DISCIPLINE.....	34
	15.01	34
	15.02 Right to Grieve.....	34
	15.03 Unjust Cause.....	34
	15.04 Personnel Files.....	35
ARTICLE 16	ADJUSTMENT OF COMPLAINTS.....	36
	16.01 Grievance Procedure.....	36
	16.02 Time Off.....	36
	16.03 Waiver of Time Limits.....	36
	16.04 Failure to Comply with Time Limits.....	36
	16.05 Committees.....	36
	16.06 Grievance Steps.....	37
	16.07 Unjust Dismissal/Classification Disputes.....	38
	16.08 Promotion, Transfer or New Hire Grievance.....	38
	16.09 Early Intervention.....	38
	16.10 Arbitration.....	39
ARTICLE 17	CAREER DEVELOPMENT.....	40
	17.01 Purpose of Career Development.....	40
	17.02 Training Leave.....	40
	17.03 Support for Job Related Training at CNC.....	40
	17.04 College Courses.....	41
	17.05 Skills Development.....	41
ARTICLE 18	STATUTORY HOLIDAYS.....	42
	18.01 Paid Statutory Holidays.....	42
	18.02 Holidays Falling on a Saturday or Sunday.....	42
	18.03 Employees Required to Work on a Paid Holiday.....	42
	18.04 Paid Holiday During Vacations.....	42
	18.05 Payment for Statutory Holidays.....	42
	18.06 College Holiday.....	43
ARTICLE 19	VACATIONS.....	44
	19.01 Annual Vacation Entitlement.....	44
	19.02 Vacation Schedules.....	44
	19.03 Pay Cheques.....	44
	19.04 Vacation Scheduling.....	45
	19.05 No Termination, Lay-Off or Loss of Seniority.....	45

TABLE OF CONTENTS - Cont'd

<u>ARTICLE NO.</u>	<u>SUBJECT</u>	<u>PAGE NO.</u>
ARTICLE 20	SICK LEAVE.....	46
	20.01 Noticiation and Proof of Illness.....	46
	20.02 Sick Leave Allotment.....	46
	20.03 Sick Leave Payment.....	47
	20.04 Conversion.....	47
	20.05 Long Term Illness.....	47
	20.06 Status Report.....	47
ARTICLE 21	BEREAVEMENT AND OTHER LEAVE.....	48
	21.01 Bereavement Leave.....	48
	21.02 Leave for Court Appearances.....	48
	21.03 Elections.....	48
	21.04 General Leave.....	48
	21.05 Exchange Leave.....	49
ARTICLE 22	MATERNITY/LEGAL ADOPTION LEAVE.....	50
	22.01 Maternity/Legal Adoption Leave.....	50
	22.02 Extension of Maternity/Legal Adoption Leave....	50
ARTICLE 23	SAFETY AND HEALTH.....	51
	23.01 Conditions.....	51
	23.02 Protective Clothing.....	51
	23.03 Maintenance of Work Clothing.....	51
	23.04 Safety.....	51
ARTICLE 24	TECHNOLOGICAL CHANGE.....	52
	24.01 Definition of Technological Change.....	52
	24.02 Notice.....	52
	24.03 Retraining.....	52
ARTICLE 25	SALARIES.....	54
	25.01 Salaries-November 1, 1980.....	54
	25.02 Salaries-November 1, 1981.....	54
	25.03 Salary Range Step Adjustment.....	54
	25.04 Rate of Pay on Transfer.....	54
	25.05 Anniversary Date.....	54
	25.06 Acting Positions.....	55
ARTICLE 26	FRINGE BENEFITS.....	56
	26.01 Fringe Benefits for Regular Full-Time Employees.....	56
	26.02 Fringe Benefits for Regular Part-Time Employees.....	56
	26.03 Coverage Required by Law.....	56
	26.04 Employee's Reponsibility for Benefit Coverage.....	57
	26.05 Moving Expenses.....	57

TABLE OF CONTENTS - Cont'd

<u>ARTICLE NO.</u>	<u>SUBJECT</u>	<u>PAGE NO.</u>
ARTICLE 27	GENERAL CONDITIONS.....	58
	27.01 No Pyramiding.....	58
	27.02 Absence Without Leave.....	58
	27.03 Leave of Absence Without Pay.....	58
	27.04 Labour Code Exclusion.....	58
	27.05 Employee Appointments.....	58
	27.06 Political Leave of Absence.....	59
	27.07 Indemnity.....	60
	27.08 Modification of the Agreement.....	60
	27.09 Contracting Out.....	60
	27.10 College Security.....	60
ARTICLE 28	DURATION OF AGREEMENT.....	61
	28.01 Term of Agreement.....	61
	28.02 Continuation of Present Agreement.....	61
APPENDIX "A"	Salary Range and Groups for Position Classification...	63
APPENDIX "B"	Assignment of Wages, Check-Off Union Dues and Assessment.....	68
APPENDIX "C"	Memorandum of Understanding re Bargaining Unit Exclusions.....	69
APPENDIX "D"	List of Arbitrators.....	70

ARTICLE 1 - GENERAL PURPOSE1.01 PURPOSE

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

1.02 NO OTHER AGREEMENT

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

ARTICLE 2 - RECOGNITION2.01 BARGAINING UNIT

The bargaining unit shall comprise all employees included in the certification issued by the Labour Relations Board of British Columbia on October 26, 1976 except those excluded as mutually agreed in a Memorandum of Understanding signed by the parties on April 21, 1981. The Memorandum of Understanding may be amended from time to time either by the parties or the Labour Relations Board in accordance with the procedures in Article 8.06 of this Agreement.

The Association is the sole bargaining authority for the employees of the College, within the bargaining unit, for whom the Association is certified under the Labour Code of British Columbia.

2.02 MANAGEMENT RIGHTS

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

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

ARTICLE 3 - DEFINITIONS

3.01 EMPLOYEE

*"Employee" shall mean any person employed by the College who is covered by the bargaining unit as determined in Article 2.

3.02 REGULAR EMPLOYEE

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

3.03 FULL-TIME EMPLOYEE

A full-time employee shall mean any employee who normally works a regular work week of thirty-five (35) hours per week as defined in Article 13 (Hours of Work). Such employees will be paid by the month.

3.04 PART-TIME EMPLOYEE

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

3.05 TEMPORARY EMPLOYEE

A temporary employee is an employee whose employment is for an estimated but not fixed period of time to meet a temporary need. Such employees shall be paid by the hour at the rate for the appropriate classification as outlined in this Agreement. If the temporary employee's tenure in the same position and in the same department is continuous for longer than six (6) months,* the employee shall be considered a regular employee. For the purpose of this article, continuous shall include intermittent appointments separated by two weeks or less.

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

A temporary employee shall have all rights, privileges and obligations as contained in this Agreement, except where specifically excluded by this Agreement.

3.06 TERM EMPLOYEE

The College and the Association recognize that from time to time there are work situations which are not of a continuing nature but which are identified as having a fixed appointment period of between three (3) months and ten (10) months in duration, which would not normally be extended. Temporary employees cannot be retroactively defined as term employees.

Under these circumstances, the following procedure will be followed for term appointments:

- (a) The Association and the prospective employee will be notified that the appointment is for a specified term and the implications thereof.
- (b) Both parties agree that job security should increase in proportion to length of service. The affected employee will be entitled to placement on the Recall List as defined in Article 10.06 upon termination of appointment.
- (c) A term employee shall receive vacation time accrued at the rate of 1.25 days per month (or part thereof) and those fringe benefits as outlined in Article 26.01 and 26.02 (subject to carrier conditions).

The College further agrees that a term employee who completes twenty (20) cumulative calendar months in the same position will become a regular employee. Both consecutive appointment periods, and intermittent appointment periods separated by six (6) months or less, must count towards the cumulative total of twenty (20) calendar months.

3.07 PROBATIONARY EMPLOYEE

- (a) A probationary employee shall mean a new regular employee serving a trial period of employment for the College to determine the employee's suitability in the performance of the employee's job.

Each new employee will be hired on a ninety (90) day probation basis during which period serious effort will be made by the supervisor to orientate the employee to the job and the College.

At the end of the probationary period, the employee's work record and general adaptability to the College's working conditions will be evaluated, in writing, and will state whether continuation of employment on a permanent basis will occur.

A probationary employee will be afforded the same rights as any other regular employee as set out in this contract except where explicitly excluded.

3.07 PROBATIONARY EMPLOYEE (cont'd)

- (b) The probationary period may be extended in one (1) month increments up to three (3) additional months. The reasons for extending the probationary period must be related to the performance of the employee in the job and must be given to the employee and the Association.
- (c) A temporary employee who, immediately upon the conclusion of the temporary employment period, becomes a regular employee in the same position may have the probationary period reduced by the amount of time served as a temporary employee.

3.08 RETIREMENT

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

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

3.09 WORK UNIT

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

- Dean's Office, Instruction (including Directors)
- Dean's Office, C.A.B.E.S. (including Directors)
- Library
- Audio-Visual
- Student Services
- *Data Centre
- Food Services
- Maintenance Services
- Custodial Services
- Security Services
- Shipping/Receiving
- Accounting and General Typists
- Bookstore
- Printroom
- Reception
- *Personnel

3.10 WORK PERFORMED UNDER GOVERNMENT AND FOUNDATION GRANTS

The Association 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 Association. These projects must be separately and specifically funded by government and/or foundation grants and shall not be deemed part of the affairs or operations of the College to which this Agreement applies.

The College agrees to provide the Association with a copy of all approved departmental submissions in regard to government and foundation grants prior to the program implementation, where possible.

The College agrees that such persons involved in these projects shall not be utilized to replace members of the bargaining unit. It is further agreed that these projects shall not be used to* postpone or prevent the establishment of new positions by the College, nor to postpone or prevent an existing regular part-time position from becoming a full-time position.

3.11 FISCAL YEAR

"Fiscal year" shall denote the period of April 1 to March 31.

ARTICLE 4 - NO DISCRIMINATION4.01 HUMAN RIGHTS

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

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

4.02 ASSOCIATION ACTIVITY

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

ARTICLE 5 - ASSOCIATION MEMBERSHIP AND SECURITY5.01 EMPLOYEES AT DATE OF CERTIFICATION

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

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

The College shall not issue any policies or procedures affecting the Association, or Association membership, which contravene these Articles of Agreement.

5.02 NEW EMPLOYEES

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

5.03 CHANGE IN STATUS

The College agrees to notify the Association in writing, once a month, of the name, position and department of each employee who resigns or is *promoted, transferred, *or recalled.*

The College agrees to provide the Association with a copy of the employee's written notification of suspension or termination within five (5) working days of the notification of the change in status. The copy shall state the employee's name, position and department.

ARTICLE 6 - ASSOCIATION DUES AND DEDUCTIONS6.01 ASSOCIATION DUES

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

The assignment shall be in the form attached hereto as Appendix B. All *employees, *except as noted herein, shall be required to sign such an authorization and the Association agrees to assist the College in obtaining such authorization. A copy of the authorization form as signed by the employee shall be sent to the Treasurer of the Association, without delay.

For temporary employees whose period of employment is expected to be less than thirty (30) days, the College will deduct Association dues provided that the employee's authorization is received from the Association in time for the dues to be deducted from the employee's wage payment.

6.02 DEDUCTION OF DUES

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

6.03 ASSOCIATION ADVISES COLLEGE

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

6.04 COLLEGE INDEMNITY

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

6.05 DUES ASSIGNMENT REVOKED

The Association agrees that should an employee revoke the assignment, the College must forthwith cease to make such deductions, and that any further action to be taken by the College in consequence with such revocation shall be taken only by the written instructions of the Association. The College shall provide the Association with a copy of any revocation of authorization received, without delay.

ARTICLE 7 - ASSOCIATION RIGHTS AND ACTIVITY7.01 RECOGNITION OF SHOP STEWARDS

The College recognizes Stewards elected by the Association and shall not discriminate against such Stewards for carrying out the duties properly assigned to that position*. The maximum number of Stewards to be recognized by the College shall be based on the ratio of one (1) Steward for each ten (10) members or major portion thereof of the bargaining unit. The College and the Association may, by mutual agreement, increase the number of Stewards for a specified time period after having reviewed geographical and operational considerations.

7.02 CONTACTING AT WORK

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

7.03 TIME-OFF FOR ASSOCIATION BUSINESS AND ACTIVITIES

Leaves of absence without loss of seniority are to be granted, in all cases subject to the requirements of the College to operate and manage its affairs:

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

7.03 TIME-OFF FOR ASSOCIATION BUSINESS AND ACTIVITIES (Cont'd)

- (d) with pay to named and recognized Stewards to perform duties as may be necessary for the administration of this Agreement, subject to 7.02 above;
- (e) with pay to the President of the Association to consult with management for the purpose of the administration of this Agreement;
- (f) without pay, for a period of up to one (1) year, when requested by employees who have been elected to a full-time office or position in the Association.
- (g) where union meetings interfere with the employee's regular hours of work, and an employee requests time off with pay to attend such union meetings, the request shall be granted provided such time off does not interfere with normal College operations. Wherever possible, the Association will provide fourteen (14) days notice of such meetings to the College, and limit meetings to one (1) hour. Time off in accordance with this clause shall not be granted more than once per month.

7.04 RIGHT TO REFUSE TO CROSS PICKET LINES

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

Employees will not* receive pay for work not performed in exercising these rights.

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

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

7.05 MEETINGS CALLED BY THE COLLEGE

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

7.06 USE OF COLLEGE ROOMS

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

7.07 NOTIFICATION BY THE ASSOCIATION

The Association shall notify the College, in writing, within thirty (30) days of election* of the names of the local executives, chief steward, and stewards*. The names of members serving on a Grievance Committee and Position Classification Review Committee shall be submitted as far in advance of meeting dates as possible.

7.08 COLLEGE ACQUAINTS NEW EMPLOYEES

The College agrees to distribute a copy of this Agreement free of charge to all employees employed under the terms of this Agreement. In addition, the College agrees to inform new employees that an Agreement between the parties is in effect and to present a copy of the Agreement with their written notification of appointment.

The Association agrees to acquaint new employees with the benefits and duties of Association membership and the employee's responsibilities and obligations to the College and the Association (as provided for in Article 7.02).

7.09 ASSOCIATION - COLLEGE RELATIONS

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

7.10 PAY FOR NEGOTIATIONS

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

ARTICLE 8 - POSITION DESCRIPTIONS AND CLASSIFICATION PROCEDURES

8.01 POSITION TITLE DETERMINATION

For the purpose of salary administration, position titles will be determined by the College within position classifications. (See also 8.02 and 8.03.)

8.02 POSITION CLASSIFICATIONS

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

The College agrees to provide the Association*, within thirty (30) days, a copy of all new classifications resulting from the creation of new positions.

8.03 POSITION RECLASSIFICATIONS

In the event that the College amends the duties and responsibilities of a position in any manner such as to cause the position to be changed to a different position classification, the position shall be deemed to have been reclassified. The College shall notify the Association of all position reclassifications falling within the bargaining unit, at the time of implementation. If the parties cannot agree within five (5) days of the College's notice, on the salary grouping for the reclassified position, Article 8.04 shall apply. Adjustments to incumbent's salaries shall be effected by the College upon date of implementation.

8.04 RESOLUTION OF POSITION CLASSIFICATION DISPUTES

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

8.05 POSITION CLASSIFICATION REVIEW COMMITTEE

The College and the Association shall establish a four (4) member Position Classification Review Committee to undertake review of appealed position classifications. The Committee shall be comprised of two (2) members appointed by the Association and two (2) members appointed by the College. The Committee shall have the right to investigate the position classification information and procedures used in the establishing of the position classification in question and to interview the incumbent employee as necessary. The Position Classification Review Committee shall make written recommendations as to its findings on the matter in question to the College and the Association. In the event that a dispute regarding position classification is not resolved by this section, the incumbent employee and/or the Association may grieve the decision as outlined in Article 16 of this Agreement.

8.06 NEW POSITIONS

A description of all new positions created within the bargaining unit (2.01) will be forwarded to the Association ten (10) calendar days in advance of implementation of Article 8.07. The applicable position classification information and criteria including the duties and responsibilities of the position, required qualifications, required knowledge and skills, proposed shifts, and proposed wages and salary classifications shall be included in this notice.

If the parties cannot agree within ten (10) days notice of the new position, the College may fill the position and establish a salary group for it, and the position may be filled and worked pending the agreement of the parties or the decision of the Labour Relations Board, as the case may be.

8.07 SALARIES FOR NEW POSITIONS

Where the parties agree or the Labour Relations Board decides that a new position is included within the unit, a classification for the new position will be discussed. If the parties cannot agree within the ten (10) calendar days referred to in Article 8.06 on a classification applicable to the position, Article 8.04 shall apply.

ARTICLE 9 - PROMOTION, TRANSFERS AND STAFF CHANGES

9.01 JOB POSTINGS

- (a) Job vacancies will be filled with the best qualified applicants, having regard to the necessary job related knowledge, skills and abilities for the position as a prime consideration.*

All regular job vacancies, term appointments and temporary vacancies (except recalls from lay-offs) where the anticipated term of employment is greater than three months* shall be posted on the College's bulletin boards for a minimum period of five (5) working days. The appearance of the advertisements outside the College, should the College deem outside advertising necessary, shall be concurrent with internal posting. In any event, first consideration will be given to employees within the bargaining unit.

When a job in a given work unit is vacant, the job has been posted, and not more than sixty (60) days has elapsed since the closing date of the posting, it is not necessary to repost. Selection may be made from the previous or last posting.

- (b) The College will endeavor to fill temporary job vacancies where the anticipated term of employment is less than three (3) months with existing temporary employees. These job vacancies do not require posting or advertising. The College will notify the Association when such vacancies are filled and will further provide the Association with all relative information required by this Agreement with respect to those employees.

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

- (c) A copy of the job posting is to be sent to the Association at the time of posting.
- (d) All job postings shall contain the applicable position information and criteria including:

1. the duties and responsibilities of the position;
2. required qualifications;
3. required knowledge and skills;
4. shifts;
5. wage and salary range classification.

9.02 PROMOTIONS

- (a) The parties agree with the principle of promotions within the service of the College.
- (b) The parties agree that where qualifications, ability and skill are deemed equal by the College, the promotion shall be based upon service seniority.
- (c) If an employee's salary is below the minimum of the pay grade to which the employee is promoted, the salary will be adjusted at least to the minimum. If the employee's salary is at or above the minimum of the new pay grade, it will be moved to the next step in the new pay grade which provides an increase which must be equal to or greater than one merit increment on the existing pay grade.
- (d) A promotion will not affect an employee's service seniority or entitlement to fringe benefits but the employee's anniversary date will change to the first day of the month closest to the date of promotion.
- (e) Where an eligible applicant disagrees with the College's judgement, the applicant shall have the right to grieve the decision in accordance with Article 16.08. For the purpose of grievance only, under this article an "eligible applicant" is defined as anyone who has successfully completed the probationary period of ninety (90) days as set forth in Article 3.07.

9.03 TRAINING PERIOD ON PROMOTION OR TRANSFER

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

9.04 WRITTEN INFORMATION TO EMPLOYEES

Employees who are promoted or transferred as a result of posted vacancies shall receive:

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

9.05 WRITTEN REASON

An employee who has not been accepted for a promotion or transfer shall receive from the Personnel Office a verbal reason for the rejection. Upon request by the employee the reason(s) for the rejection shall be given in writing within ten (10) working days of the date of request.

9.06 INTERIM APPOINTMENTS

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

ARTICLE 10 - SENIORITY

10.01 SENIORITY DEFINED

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

10.02 SENIORITY LISTS

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

10.03 ACCUMULATION OF SENIORITY

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

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

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

10.04 ACCRUED SENIORITY DURING APPROVED LEAVES

(a) Regular employees shall continue to accrue seniority to a maximum of six (6) months during an approved leave of absence and during lay-off periods. Thereafter the employee's seniority shall be maintained unless lost by reason of the provisions of Article 10.05.

(b) Temporary employees shall continue to accrue seniority to a maximum of one (1) calendar month during an approved period of absence and during lay-off periods. Thereafter the employee's seniority shall be maintained unless lost by reason of the provisions of Article 10.05.

10.05 LOSS OF SENIORITY

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

1. the employee fails without good cause (e.g., sickness, accident) or refuses to return to work after lay-off upon being recalled, or,
2. the employee is discharged for proper cause, or,

10.05 LOSS OF SENIORITY (Cont'd)

3. the employee resigns and is not re-employed within one (1) calendar month, or,
4. the employee is on lay-off for a period in excess of six (6) months.

10.06 RECALL

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

- (a) Recall List: In case of lay-off an Employee Recall List shall be established. Employees shall* be listed on the Recall List.
- (b) Employee Laid-Off: An employee who has been laid-off shall expect recall to a job of the same classification. Those employees hired with a definite termination date, i.e., term employees, shall be put on the Recall List unless otherwise indicated by the employee.
- (c) Length of Recall: An employee shall remain on the Recall List in accordance with the provisions of Article 10.05.
- (d) Notice of Recall: Employees shall receive Notice of Recall by telephone or by registered mail to the last address of the employee known by the College.
- (e) Notice of Current Address and Phone Number: It shall be the responsibility of the employee on the Recall List to advise the Personnel Department within 48 hours of a change of address and/or telephone number.
- (f) Recalled employees shall have forty-eight (48) hours from receipt of notice to reply and shall have at least fourteen (14) days to report to work.

10.07 RECALL PROCEDURE

In the event that a position becomes vacant within the College, the following procedures will be followed:

- (a) Employees on lay-off whose most recent service has been in the same classification as the vacant position will be recalled according to service seniority.
- (b) If there is no employee on lay-off in that classification, then employees who have the necessary qualifications, abilities and skills will be recalled in order of service seniority.

Positions will not be posted until all qualified employees have been recalled from lay-off.

ARTICLE 11 - LAY-OFF

11.01 LAY-OFF DEFINITION

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

11.02 LAY-OFF PROCEDURE

(a) If a reduction of staff is necessary, the following procedure shall be adopted within each affected work unit:

1. Temporary employees will be laid-off first in reverse order of seniority.
2. Term employees shall be laid-off second in reverse order of seniority.
3. Probationary employees shall be laid-off third in reverse order of seniority.
4. Thereafter regular employees shall be laid-off in reverse order of seniority.

(b) If the lay-off of regular employees will exceed four (4) weeks, then employees with seniority may displace less senior employees providing they have the qualifications, abilities and skills necessary to fulfill the positions held by less senior employees.

Probationary employees have no displacement rights but shall be placed on the Recall List. Temporary employees who have seniority shall have the right to displace less senior temporary employees only.

Provisions of Transfer shall apply as per Articles 9.03, 9.05, and 25.04(a).

11.03 ADVANCE NOTICE

In the event of anticipated lay-off of regular employees, the College shall notify the Association and the employees to be laid-off in writing fifteen (15) working days before lay-off is to be effective.

Where an employee is on approved leave or vacation, the fifteen (15) day period shall take effect only upon the employee's return to work.

11.04 LAY-OFF PROVISIONS

The College further agrees to:

- (a) up to a maximum of fifteen (15) working days severance pay in lieu of a notice of lay-off period that is shorter than fifteen (15) working days.
- (b) provide a procedure for laid-off employees who wish to continue certain benefit coverage during the period of lay-off to make the appropriate contributions to keep their coverage in force. Laid-off employees will be eligible provided they meet the requirements of Articles 10.05 and 10.06,
- (c) an employee in receipt of lay-off notice may elect to take any accrued holidays prior to being considered in a lay-off status.

11.05 NOTICE OF DISPLACEMENT

Employees have fourteen (14) days from the date of lay-off notice to notify the College of their wish to exercise lay-off rights as provided by Article 11.02.

ARTICLE 12 - RESIGNATIONS

12.01 RESIGNATION NOTICE

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

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

12.02 FAILURE TO REPORT FOR DUTY

An employee who fails to report for duty for five (5) consecutive working days without informing the College of the reason for his/her absence shall be presumed to have abandoned his/her position without proper notice. (See Article 12.01.)

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

If just cause can be shown, the employee may return to his/her position without loss of salary or seniority.

ARTICLE 13 - HOURS OF WORK

13.01 STANDARD WORK DAY AND STANDARD WORK WEEK

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

13.02 MODIFIED WORK WEEK

It is agreed that the College may introduce modified work week scheduling which shall alter the maximum number of hours worked per day and/or number of hours worked in any standard work week provided there is acceptance by the majority (fifty (50) per cent plus one) of affected employee(s) in the work unit and provided the total hours worked bi-weekly does not exceed seventy (70) hours. Where such modified work week arrangements are mutually acceptable to the parties, restrictive overtime provisions shall be waived.

13.03 RELIEF PERIODS

An employee shall be entitled to meal and paid relief periods as follows:

- in excess of seven (7) working hours, (Article 13.02) - one meal period of no more than one (1) hour, and two (2) twenty (20) minute breaks.
- seven (7) working hours - one meal period of no less than thirty (30) minutes and no more than one (1) hour, and two (2) fifteen (15) minute breaks.
- six (6) working hours - one meal period of thirty (30) minutes, and two (2) fifteen (15) minute breaks.
- five (5) working hours - one meal period of thirty (30) minutes, and one (1) fifteen (15) minute break.
- four (4) working hours - one (1) fifteen minute break.

Providing the departmental requirements are met, the time of the meal break shall be at the employee's convenience. In departments where complex scheduling is required, the department head or designate will make the schedule for meal and paid relief periods after the employees have submitted their preferences. If an employee is required by the College to remain at the place of work during a normal meal period and the employee is unable to reschedule this time, the employee will be compensated for the time lost at applicable overtime rates.

13.04 WORK WEEK DEFINITION

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

13.05 REGULAR WORK WEEK AND WORK DAY

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

13.06 SPLIT SHIFTS

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

13.07 POSTING OF SHIFT SCHEDULES

Shift schedules for regular employees will be posted ten (10) calendar days before the effective date.

13.08 SHORT CHANGEOVER

If shifts are scheduled so that there are not ten (10) hours between the end of an employee's shift and the start of the employee's next shift, overtime rates shall apply to hours worked on the succeeding shift which fall short of the ten hour minimum, with a guaranteed minimum three and one-half (3½) hours of the second shift to be paid at overtime rates.

13.09 SHIFT DIFFERENTIAL

Shift differential of forty-five (45) cents per hour shall be paid for all hours worked, which fall outside the normal work day (as per Article 13.04(b)).

ARTICLE 14 - OVERTIME

14.01 DEFINITION

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

14.02 RIGHT TO REFUSE OVERTIME

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

14.03 OVERTIME COMPENSATION

All overtime must have the prior written authorization of a College administrator and/or designated supervisor. Where this is impractical, written authorization may be granted on the following working day.

- (a) Effective on the day of signing of this Agreement, the first four (4) hours per day or eight (8) hours per week worked in excess of seven (7) hours per day or thirty-five (35) hours per week shall be compensated at a rate of time-and-one-half.
- (b) All overtime hours worked in excess of (a) above in any work week shall be compensated at the rate of double time.
- (c) An employee who works on a regular scheduled day of rest after a five (5) day work week, shall be compensated at the rate of double time for all hours worked on that day.
- (d) An employee who is on a modified work week schedule and who works on a day of rest shall be compensated according to the overtime formula established in paragraphs (a) and (b) above for the first day of rest worked. If any further work is required of the employee which prevents two consecutive days off for the employee, hours worked on the second and third days of rest shall be compensated as in Article 14.03(c).

14.03 OVERTIME COMPENSATION (Cont'd)

- (e) An employee who works a designated statutory holiday, as defined in Article 18.01, shall receive double time for all hours worked on that day and the statutory holiday shall be rescheduled to a time mutually agreeable to the employee and the College.
- (f)*An employee shall receive pay for overtime compensation or may request equivalent compensating time off in lieu of being paid at the time the overtime is authorized.
- (g) An employee may accumulate no more than seventy (70) hours of overtime. The employee who has accumulated seventy (70) hours of overtime must then elect to reduce the accumulated hours by taking payment at the applicable hourly rate, or by taking compensating time off at a time mutually agreed upon by the employee and the College.
- (h) Compensating time off must be taken at the earned rate of pay. The College further agrees to show all banked overtime in hours and gross dollar amounts.

14.04 CALL OUT PROVISIONS

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

14.05 OVERTIME MINIMUM

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

14.06 OVERTIME BREAKS

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

ARTICLE 15 - DISCHARGE, SUSPENSION AND DISCIPLINE

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

When an employee is reprimanded for conduct which, if repeated, may be grounds for discharge, or suspension, the employee shall have the right to be accompanied by a Steward when given the reason for the action verbally at the time of the reprimand and a confirmation will then be given in writing to the employee within five (5) working days following the reprimand.

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

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

15.02 RIGHT TO GRIEVE

An employee considered by the Association to be wrongfully or unjustly disciplined, suspended, discharged or reprimanded, shall be entitled to recourse under the grievance procedure in accordance with Article 16 of this Agreement.

15.03 UNJUST CAUSE

In all cases of suspension or discharge or other disciplinary actions, the burden of proof of just cause shall rest with the College. If, as a result of the grievance procedure, it is found that an employee has been discharged, suspended or disciplined, for unjust cause, the decision or award which results from the grievance procedure shall be carried out. In the case of a probationary employee, just cause shall include failure to perform the job to the satisfaction of the College.

15.04 PERSONNEL FILES

During normal working hours, and in the presence of a Personnel Office staff member, every employee has the right of access to his/her personnel record. Every employee shall receive a copy of any* document which may be the basis of disciplinary action at the time that the document is inserted in the personnel file. An employee shall receive, upon request, a copy of any document in his/her personnel file.

The personnel file shall contain only valid and relevant material. An employee may request, in writing, that material be removed from his/her personnel file, and such request will become part of the personnel file.

ARTICLE 16 - ADJUSTMENT OF COMPLAINTS

16.01 GRIEVANCE PROCEDURE

The College and the Association recognize that grievances may occur. A grievance is any complaint or difference between the parties relating to the application, administration, operation, interpretation or alleged violation of this* Agreement or to whether any matter in the Agreement is arbitrable.*

An employee is encouraged to discuss, prior to the formal initiation of a grievance, any grievance or other complaints relating to his/her employment with his/her supervisor or manager.

Where a dispute involving a question of general application or interpretation of the Agreement occurs or where a group of employees has a grievance regarding the Agreement, the Association shall submit the grievance, in writing, directly to Step 3.

16.02 TIME OFF

Except in the circumstances of the immediate suspension or dismissal, by mutual arrangement with the employee's manager or director, an employee shall be permitted the necessary time off without loss of pay and benefits to attend to the adjustment of the grievance and may be present at any step in the grievance procedure so requested by either party.

16.03 WAIVER OF TIME LIMITS

The parties may, by mutual written consent, waive any stage or time limit of the grievance procedure described in 16.06.

16.04 FAILURE TO COMPLY WITH TIME LIMITS

Failure by the Association to comply with the time limits specified herein shall render the grievance untimely and the grievance shall be considered abandoned. Failure of the College to comply with the time limits shall advance the grievance to the next step.

16.05 COMMITTEES

When required, the College shall appoint* a three member committee from members of administration to be called the Labour Committee, one member of which shall be designated as Chairman.*

16.05 COMMITTEES (Cont'd)

When required, the Association shall* appoint a three member Grievance Committee, comprised of members of Local #5, one member of which shall be designated as Chairman.*

The Grievance Committee or its representatives shall, as the occasion warrants, meet with the Labour Committee or its representatives for the purpose of discussing and negotiating a settlement of any grievance arising between the College and an employee, or any dispute arising between the College and the Association. Where a decision has been made by the Association and the College on a grievance, a memorandum shall be made of any agreement reached and shall be initialled by all members present, and copies shall be circulated to the Stewards, the Association and to the College administration.

16.06 GRIEVANCE STEPS

An individual grievance may be formally initiated by the Association and the employee and shall proceed by the following steps:

Step 1

An employee who has a formal grievance shall first go to the Director or Manager directly in charge of the work unit. The employee shall be accompanied or represented by a Steward or a designated representative of the Association. The Director/Manager shall be presented with the grievance form. The Director/Manager shall* explore the complaint verbally. Unless otherwise mutually agreed, the parties* shall be given the maximum of five (5) working days to solve the grievance. The Director/Manager shall submit a written response to the employee and the Association within the specified time limits. The date of receipt of the complaint shall be within thirty (30) days of the occurrence of the alleged grievable act.

Step 2

If the grievance is not resolved within five (5) working days of Step 1, it should be referred to the Association Grievance Committee and the College Labour Committee. These committees shall be given five (5) working days in which to resolve the grievance.

Step 3

If the grievance is not satisfactorily resolved at Step 2, the Association shall submit the grievance, in writing, to the Principal within ten (10) working days of receipt of the reply as set out in Step 2. The Association and the Principal shall meet within five (5) working days of the receipt of the grievance. The Principal shall submit a written reply within five (5) working days of the meeting.

16.06 GRIEVANCE STEPS (Cont'd)Step 4

If the grievance is not satisfactorily resolved by Step 3, the Association shall submit the grievance, in writing, to the Board within ten (10) working days of receipt of the reply as set out in Step 3. The Association and the Board shall meet within two (2) calendar weeks of the receipt of the grievance. The Board shall submit a written reply within five (5) calendar days.

If the grievance is not resolved at Step 4, the Association may refer the grievance to Arbitration or to the Early Intervention Procedure. The Association shall submit a written notice of intent to proceed to Arbitration to the Board within three (3) calendar weeks of receipt of reply as set out in Step 4.

16.07 UNJUST DISMISSAL/CLASSIFICATION DISPUTES

Grievances arising out of unjust dismissal, failure of the Classification Review Committee to resolve classification disputes* shall commence the grievance procedure at Step 3.

16.08 PROMOTION, TRANSFER OR NEW HIRE GRIEVANCE

A grievance regarding promotion, transfer, or new hire shall be filed at Step 2 within five (5) working days from receipt of written notice to the aggrieved employee by the College or ten (10) working days from request if no notice is forthcoming.

16.09 EARLY INTERVENTION

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

- (i) investigate the difference;
- (ii) define the issue in the difference; and
- (iii) make written recommendations to resolve the difference within five (5) days of the date of receipt of request; and, for those five (5) days from that date, time does not run in respect of the grievance procedure.

(b) A person selected under this section, upon mutual request of the parties, may make a binding decision in regard to the difference in a manner consistent with the principles and procedures set out in 16.10 (Arbitration).

16.09 EARLY INTERVENTION (Cont'd)

- (c) Each party to the Early Intervention Procedure shall pay its own expenses and costs and one-half ($\frac{1}{2}$) of the compensation and expenses of the Early Intervention person and of stenographic and other expenses of the Early Intervention Procedure except if, according to Section 112 of the Labour Code of British Columbia, the Minister of Finance authorizes payment towards this procedure in which case the share shall be one-third each.

16.10 ARBITRATION

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

- (a) The Arbitration Board may determine appropriate procedures in accordance with the Labour Code of British Columbia and shall give full opportunity to all parties to present evidence and make representations. The Arbitration Board shall hear and determine the dispute or allegation and shall make every effort to render a decision within reasonable time.
- (b) Decision of the Arbitration Board - The decision of the Arbitration Board shall be final and binding on both parties. The Arbitration Board shall not make any award contrary to the conditions or articles of this Agreement, or in amendment to this Agreement.
- (c) Expenses of Arbitration - Each party to the arbitration shall pay its own expenses and costs of arbitration and one-half ($\frac{1}{2}$) of the compensation and expenses of the Arbitration Board and of stenographic and other expenses of the Arbitration Board.

ARTICLE 17 - CAREER DEVELOPMENT

17.01 PURPOSE OF CAREER DEVELOPMENT

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

17.02 TRAINING LEAVE

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

Leave may be granted under the conditions outlined above upon application by an employee to the Personnel Department.

17.03 SUPPORT FOR JOB RELATED TRAINING AT CNC

When the College requires or authorizes an employee to enroll in a course, training program, or seminar, for the purpose of advancing the employee's job related skills, the College shall bear the cost, in advance, of such course, training program, or seminar, including tuition, entrance or registration fee, laboratory fee, examination fee, and course related books.

*The *length of the course approval period shall be stated in the written authorization at the time of granting of approval.

Furthermore, when the College requires enrollment in a course, training program or seminar, the employee's work week shall be reduced by the number of instructional hours spent in such courses, training programs or seminars during that week. For the purposes of this clause, employees will not be eligible for overtime payment (Article 14.03 shall not apply).

In the event that an employee is required to enroll in a course in order to meet the qualifications required for a position that the employee is being promoted to or hired for, the preceding paragraph may be waived by the College.

17.04 COLLEGE COURSES

Regular employees shall be exempted from tuition fees for all CNC courses providing that:

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

17.05 SKILLS DEVELOPMENT

The College and the Association recognize the principle of human resource development through skill-upgrading in line with career development as it relates to opportunity for advancement in the service of the College.

Where it is possible to foresee the future utilization of such skill upgrading, a regular employee may apply to the Divisional Director or Manager to take a course or seminar related to skill-upgrading. Upon approval, such leave shall be with pay.

ARTICLE 18 - STATUTORY HOLIDAYS

18.01 PAID STATUTORY HOLIDAYS

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

18.02 HOLIDAYS FALLING ON A SATURDAY OR SUNDAY

When any paid holiday (as per Article 18.01) 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.

- (a) When a paid holiday falls on an employee's day of rest other than a Saturday or Sunday and the employee is working a modified work week, the employee shall be given seven (7) hours off with pay in lieu at a mutually agreeable time.
- (b) Subject to subsection (a), 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.

18.03 EMPLOYEES REQUIRED TO WORK ON A PAID HOLIDAY

An employee who works on a paid holiday shall be compensated as per Article 14.03(e).

18.04 PAID HOLIDAY DURING VACATIONS

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

18.05 PAYMENT FOR STATUTORY HOLIDAYS

Regular employees shall not have their pay reduced by virtue of holidays specified in Article 18.01. Other employees, if they have worked the last scheduled day before and the day after the paid holiday, shall receive holiday pay based on the number of scheduled hours in the previous month as specified in the employee's hiring form, divided by the number of days of scheduled work, times the hourly equivalent rate for the employee.

18.06 COLLEGE HOLIDAY

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

An employee required to work a College Holiday shall be paid at the applicable overtime rates (Article 14.03(e)).

ARTICLE 19 - VACATIONS

19.01 ANNUAL VACATION ENTITLEMENT

- (a) Regular full-time employees on staff at August 22, 1977 shall continue to receive the vacation entitlement pertaining to their position as designated in the Personnel Policies - Non-Teaching Staff April 1/74, p.2.
- (b) Except as provided in (a) regular full-time employees shall be granted vacation with pay on the following basis:
 - 1. 1-1/4 days per month from anniversary date (25.05) to month 48 inclusive,
 - 2. 1-2/3 days per month from month 49 onwards.

Only that vacation which has been earned may be taken at any given date subject to (d) below.
- (c) All other employees working less than a thirty-five (35) hour week or for less than twelve (12) months, will not be entitled to the vacation outlined above, but to pay for the vacation period on a pro rata basis as per (b) above, according to the actual hours worked in the calendar year.
- (d) Probationary employees will not normally be allowed to take vacation until after their probationary period has been served.
- (e) Approval to carry vacation entitlement from one College fiscal year into the next may be requested by application to the Personnel Department.
- (f) The College agrees to supply each employee with a report of unused vacation entitlement on a regular basis.

19.02 VACATION SCHEDULES

By April 30th of each year, an employee in a work unit will recommend a vacation schedule to be submitted to the department head for approval. The employee shall be notified of such approval as soon as possible after the date of the request. The schedule may be changed thereafter at the request of the employee if acceptable to the department concerned.

19.03 PAY CHEQUES

Employees may, upon giving a minimum of 16 days advance notice to the Personnel Department, receive on the last working day preceding commencement of their vacation, any cheques which would normally fall due during the period of their vacation.

19.04 VACATION SCHEDULING

- (a) Conflicts in vacation scheduling will be settled by the work unit supervisor.
- (b) Where an employee wishes to split a vacation period, any other choice of vacation time shall be made only after all other employees concerned have made their initial selection.

19.05 NO TERMINATION, LAY-OFF OR LOSS OF SENIORITY

*No employee shall be terminated or laid-off while on vacation.

ARTICLE 20 - SICK LEAVE20.01 NOTIFICATION AND PROOF OF ILLNESS

In positions where replacement personnel would normally be required, notification of anticipated absence must be given to the appropriate College department no later than two hours prior to the commencement of the shift, except where this proves impossible. In positions, where replacement personnel would not normally be required, notification of anticipated absence to the appropriate College department should be made as soon as possible after the commencement of the shift. For the purpose of this Article, replacement personnel shall be security guards and day care personnel. Any new positions that may fall into this category shall be settled according to Article 27.08.

On return after absence of five (5) days or longer, a proof of illness may be requested by the College. The proof of illness may take the form of a medical certificate. If there is any charge for this proof, the College will absorb the cost.

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

In the case of illness of a member of the immediate family of an employee, when no one at home other than the employee can provide for the needs of the ill person, or in the event of the birth or adoption of his child, the employee is entitled, upon approval by the Divisional Director or Manager, to use annual sick leave entitlement for this purpose up to a maximum of ten (10) days per working year. Such approval will not be unreasonably withheld.

20.02 SICK LEAVE ALLOTMENT

A regular full-time employee shall accumulate sick leave credits on the basis of one-and-one-half (1½) days per month. Part-time employees shall accumulate sick leave credits on the proportionate basis to full-time based upon the actual hours worked in a calendar month.

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

20.03 SICK LEAVE PAYMENT

Sick leave credits may only be used for illness (subject to 20.01). In the event an employee's absence exceeds the accumulated sick credits the employee will be placed on leave of absence without pay for the duration of the illness or twelve (12) months, whichever occurs first. After twelve (12) months and within ninety (90) days thereof the employee may request his/her name to be placed on the Recall List.

Where the leave is expected to exceed six (6) months, the Association will agree to a term appointment as per Article 3.06.

20.04 CONVERSION

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

20.05 LONG TERM ILLNESS

Should a regular or term full-time employee have a single illness exceeding ninety (90) days duration, and all sick leave credits have been used, the benefits of the Long Term Disability Plan outlined in Article 26.01(d) of this Agreement shall apply.

An employee accepted on the Long Term Disability shall continue to receive all fringe benefits (except pension) he/she is entitled to as set forth in this Agreement. After twelve (12) months of becoming eligible for Long Term Disability and within ninety (90) days thereof, the employee may request his/her name to be placed on the Recall List.

20.06 STATUS REPORT

The College agrees to supply each employee with an annual report of accumulated sick leave as at March 31st.

ARTICLE 21 - BEREAVEMENT AND OTHER LEAVE

21.01 BEREAVEMENT LEAVE

In the case of bereavement in the immediate family, a regular employee, not on leave of absence without pay, shall be entitled to special leave at the employee's regular rate of pay, from the date of death to and including the date of funeral with, if necessary, an allowance for immediate travelling time. Such leave shall normally not exceed five (5) 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 spouse and any of the following relatives of an employee: parent, parent-in-law, child, brother, sister, grandparent, grandparent-in-law, grandchild; or any other person permanently residing in the employee's household. The word "spouse" shall be deemed to include a common-law spouse.

21.02 LEAVE FOR COURT APPEARANCES

When summoned to serve on a jury or when subpoenaed as a witness in criminal or civil proceedings, an employee shall continue to receive regular pay.

Leave of absence in excess of two (2) weeks to appear in one's own defence will be without pay. If subsequently acquitted, an employee shall receive retroactive salary. The employee shall notify the appropriate department head as soon as possible of the impending court appearance.

The employee shall turn over to the College any monies received for a court appearance.

21.03 ELECTIONS

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

21.04 GENERAL LEAVE

- (a) Employees may request leave of absence without pay. Such request for leave shall be in writing to the department head. Upon return to work, the employee shall be returned to his/her former position, equivalent position, or a mutually acceptable position.

21.04 GENERAL LEAVE (Cont'd)

- (b) In the event of a personal emergency* which prevents the application for leave to be made in writing, the employee will make every effort to personally advise the College, or shall have the College advised, of the reasons for emergency absence which the employee wishes to have treated as general leave.

*

- (c) An employee taking leave shall retain all rights and privileges except as specified elsewhere by this Agreement.

21.05 EXCHANGE LEAVE

An employee may negotiate with the College to exchange positions with an employee of comparable qualifications and experience from outside the College for a period of up to one year. Applications shall be made to the Personnel Department.

ARTICLE 22 - MATERNITY/LEGAL ADOPTION LEAVE

22.01 MATERNITY/LEGAL ADOPTION LEAVE

In the case of a maternity leave, the provisions of the Employment Standards Act will apply. An employee shall qualify for maternity/legal adoption leave under the following provisions:

- (a) The period of leave may be from nine (9) weeks before the expected date of confinement to no later than six (6) months after the birth of her child. In the case of adoption, the six-month period will apply from the date of adoption. Barring exceptional and/or unforeseen circumstances, the employee shall not return to work prior to the date specified on the application for leave.
- (b) Provided the employee has completed one year of regular employment, for the period approved subject to (a) above the College shall maintain existing coverage for medical, supplementary health, dental and group life insurance. Upon granting an extension of a leave, subject to 22.02, a procedure will be provided for the employee to continue fringe benefits at her own expense.
- (c) The parties agree that any job position vacancy(ies) created by the granting of maternity/legal adoption leave shall be filled by appointment or promotion without posting on a temporary basis unless the initial leave is granted in excess of three months, in which case the vacancy(ies) shall be posted. *When the employee indicates within the time permitted, in writing, that she is not returning to that position such a vacancy shall be posted (9.01).

Where the employee on leave returns to the position within the prescribed time limit, she shall resume her prior job position with all wages, benefits and seniority as determined by this Agreement. An employee on leave shall not accrue vacation and sick leave during the period of maternity/legal adoption leave.

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

22.02 EXTENSION OF MATERNITY/LEGAL ADOPTION LEAVE

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

ARTICLE 23 - SAFETY AND HEALTH

23.01 CONDITIONS

The Association 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.

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 Article 23.02 of this document is maintained, cleaned and replaced as necessary at no cost to the employee.

23.04 SAFETY

It is not the policy of the College to require an employee to work under unsafe conditions. It is admitted by both parties to this Agreement that it is impossible to draw a hard and fast line as to what is safe and unsafe. Being a factual question, each case must be decided on its own merits, but in general an employee who, in the College's judgement, justifiably refuses to work under unsafe conditions would not be subject to discipline. Suspected unsafe conditions should be reported to the Personnel Department who will ensure that the work area has been made safe in accordance with Article 23.01.

ARTICLE 24 - TECHNOLOGICAL CHANGE

24.01 DEFINITION OF TECHNOLOGICAL CHANGE

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

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

a technological change shall have occurred.

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

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

24.02 NOTICE

The College will provide the Association with three (3) months notice of intention to introduce a technological change as defined in Article 24.01 of this Agreement.

24.03 RETRAINING

- (a) Employees becoming redundant due to technological change as defined in Article 24.01 shall be retrained to qualify for a new position or an existing vacant position, if retraining for such position shall be accomplished within three (3) months. By mutual agreement, the time may be extended.

Prior to the expiry of the notice period, the employee may take the option of receiving severance pay, in accordance with Article 24.03(c) in lieu of retraining.

24.03 RETRAINING (Cont'd)

- (b) Cost of the retraining shall be the responsibility of the College and the employee shall not be paid at a lower salary while retraining.
- (c) In the event that the College cannot retrain an employee under Article 24.03(a), or if the employee elects, the affected employee shall receive one (1) month's severance pay for the first five (5) years of service and one (1) additional month's pay for every year of service thereafter up to a maximum of six (6) months' pay.

The election made under this Article must be forwarded in writing to the Personnel Department and to the Association. Any employee not exercising this election within the given time limit shall be deemed to have elected severance pay.

ARTICLE 25 - SALARIES25.01 SALARIES - NOVEMBER 1, 1980

Effective November 1, 1980, the existing salary schedules for employees within the bargaining unit shall be increased by 14.5% to the nearest whole dollar.

Retroactive pay will only apply to those employees on payroll on the date of signing of this Agreement.

25.02 SALARIES - NOVEMBER 1, 1981

On November 1, 1981, the salary schedule (See Appendix A) shall be increased by 13.0% to the nearest whole dollar.

25.03 SALARY RANGE STEP ADJUSTMENT

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

Advancement within the salary range shall be based on the College's assessment of merit by written review of performance. Normally, where an advancement within the range is to be made, it shall be effective on the employee's anniversary date of employment.

25.04 RATE OF PAY ON TRANSFER

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

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

25.05 ANNIVERSARY DATE

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

25.05 ANNIVERSARY DATE (Cont'd)

In the case of a term appointment which is extended or which becomes a regular position, the anniversary date shall be the date that term employment commenced adjusted to the nearest first day of the month.

In the case of a temporary employee becoming a regular employee in the same position, the anniversary date shall be the date that temporary employment commenced adjusted to the nearest first day of the month.

25.06 ACTING POSITIONS

The College will attempt to give existing employees the opportunity to assume acting positions of increased responsibility and duties. When a person is appointed to an acting position, performing the principal duties of the job for more than ten (10) working days, he/she will be paid retroactive to the beginning of the acting period. Payment will be at that step in the salary group for the substituted position which is immediately above the salary received in the salary group applicable to his/her regular position.

ARTICLE 26 - FRINGE BENEFITS

26.01 FRINGE BENEFITS FOR REGULAR FULL-TIME EMPLOYEES

Unless a regular or term full-time employee has demonstrated acceptable coverage for the following fringe benefits from another source, these fringe benefits shall be mandatory:

- (a) Medical Services Plan of B.C. - The College shall pay 100% of the monthly premium for this coverage. Coverage and eligibility shall be governed by the terms of the plan.
- (b) *Dental Plan and Supplementary Health Care - The College shall pay 100% of the premium for coverage of these plans. Vision care shall be included in the Supplementary Health Care Plan. Coverage and eligibility shall be governed by the terms of these plans.
- (c) Group Life Insurance and Accidental Death and Dismemberment - The College shall pay 100% of the premiums for the coverage afforded by the plan. Coverage and eligibility shall be governed by the terms of the plans.
- (d) Long Term Disability - The employee shall pay 100% of the premiums for coverage afforded by the plan. Coverage and eligibility shall be governed by the terms of the plan.

26.02 FRINGE BENEFITS FOR REGULAR PART-TIME EMPLOYEES

Regular or term part-time employees, who work thirty (30) or more hours per week, may participate in the following fringe benefits at the same rate as regular full-time employees (see 26.01):

Medical Services Plan of B.C.
Supplementary Health Care
 *Dental Plan

26.03 COVERAGE REQUIRED BY LAW

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

26.04 EMPLOYEE'S RESPONSIBILITY FOR BENEFIT COVERAGE

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

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

26.05 MOVING EXPENSES

- (a) The College of New Caledonia may make an allowance toward moving expenses for an appointee to the non-teaching staff.
- (b) The term "moving expenses" shall include charges normally made by a moving company for packing and transportation of household effects. Travel, meals and lodging, and other personal expenses are normally not included.
- (c) The maximum allowance is one-twelfth (1/12) of the appointee's initial annual salary rate. Employees who are authorized to submit a claim for moving expenses must provide receipts from the transport company.

ARTICLE 27 - GENERAL CONDITIONS

27.01 NO PYRAMIDING

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

27.02 ABSENCE WITHOUT LEAVE

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

When the absence is found to be just cause for discipline, such discipline may include leave without pay.

27.03 LEAVE OF ABSENCE WITHOUT PAY

When leave of absence without pay extends over five (5) weeks, for any reason other than illness or maternity, the anniversary date (25.05) for that employee shall first be delayed for one (1) month.

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

27.04 LABOUR CODE EXCLUSION

The parties expressly agree that the operation of Section 96.1 of the Labour Code of British Columbia is specifically excluded unless waived by both parties for a specified grievance.

27.05 EMPLOYEE APPOINTMENTS

(a) At the time of employment and appointment, the employee and the College will acknowledge on a hiring form amongst other things:

1. the starting date of the employment of the employee;
2. term of appointment or whether the term is definite or indefinite;

27.05 EMPLOYEE APPOINTMENTS (Cont'd)

3. the regular scheduled hours and days to be worked per week;
 4. the position for which the employee is hired;
 5. subject to the provisions of Article 13, whether or not week-end work and/or rotating shift work will be a requirement of the hiring, in which event the College will attempt to stipulate when the week-end and/or rotating shift work required will commence.
- (b) The hiring form above described will be used for determining the category of employment for the purpose of this Agreement.

27.06 POLITICAL LEAVE OF ABSENCE

To enable a College employee to contest a federal, provincial, municipal, or other local election, a political leave of absence, without pay, may be granted by the Board, on the recommendation of the Principal, for a period of up to six (6) weeks for a federal or provincial election and up to two (2) weeks for a municipal or other local election, except when the campaign period coincides with a normal vacation period. The leaves will be subject to the following conditions:

- (a) The request for political leave of absence must be submitted at least two (2) weeks prior to the first day of the leave period.
- (b) The College determines that the work of the division of the College will not suffer unduly.
- (c) The College employee will pay the College's share of fringe benefits.
- (d) Positions vacated because of leaves granted under this section may be filled by a term appointment for the duration of the leave. The appointment will not be restricted by Article 3.06 of this Agreement.

In the event that the College employee is elected to a municipal or other local part-time government office, short-term leaves of absence may be granted by the Principal to allow the employee to perform the duties of that office.

In the event that a College employee is elected to a full-time political office, the employee may be granted an extended leave of absence without pay for two (2) years. The Board may extend this leave of absence.

The College may fill vacancies caused by a political leave of absence by a term appointment which may, if necessary, be renewed for a second year.

27.07 INDEMNITY

The College shall* provide legal assistance to an employee with respect to any action, suit, or prosecution commenced against the employee arising from any acts or omissions committed by the employee during the course of his/her employment, except that this provision shall not apply:

- (a) if the acts or omissions committed by the employee constituted a breach of the terms of his/her employment or of College policy, or
- (b) if the acts or omissions committed by the employee constituted a breach of any condition, statutory or otherwise, of any insurance policy which would otherwise be applicable, or
- (c) if the acts or omissions committed by the employee constituted gross negligence.

If an employee received legal assistance in accordance with the above paragraph, the College shall be deemed to have waived any right of indemnity it might otherwise have against the employee.

27.08 MODIFICATION OF THE AGREEMENT

Any change deemed necessary in this Agreement may be made by mutual written agreement of the parties at any time during the life of this Agreement.

27.09 CONTRACTING OUT

No regular employee in the bargaining unit as at the date of signing of this Agreement shall be laid off or suffer a loss of normal hours of work or pay as a result of contracting out.

27.10 COLLEGE SECURITY

The Association agrees that there is a need to maintain adequate security and protection of College property. In the event of a strike, the Association will not interfere with the provision of security services by individuals who are not members of the Association.

ARTICLE 28 - DURATION OF AGREEMENT

28.01 TERM OF AGREEMENT

Except where otherwise expressly provided herein, this Agreement shall be in force effective from November 1, 1980 until midnight October 31, 1982. (Sub-section (2) of Section 66 of the Labour Code of British Columbia shall not be applicable to this Agreement.)

Either party to this Agreement may, not more than three (3) months and not less than one (1) month, prior to November 1, 1982 present to the other party, in writing, proposed terms of a new or further Agreement and/or amendments to this Agreement.

28.02 CONTINUATION OF PRESENT AGREEMENT

In the event that a new or further Agreement is not entered into by the parties on or before the first day of November, 1982, this Agreement will continue in force and effect until:

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

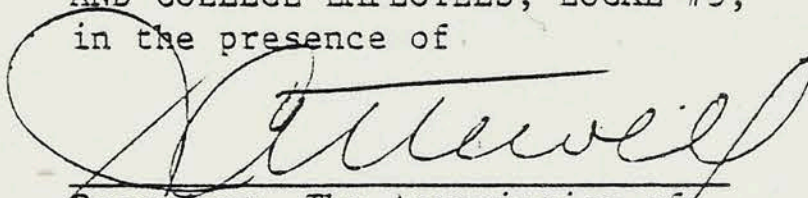
ARTICLE 18 - DURATION OF AGREEMENT

TERM OF AGREEMENT

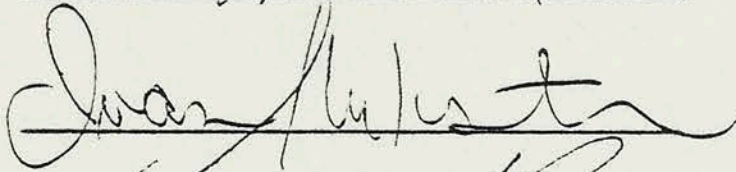
Except where otherwise expressly provided herein, this Agreement shall be in force effective from November 1, 1980 until midnight October 31, 1981. (Amended October 31, 1981) of the Labor Code of British Columbia shall not be applicable to this Agreement.

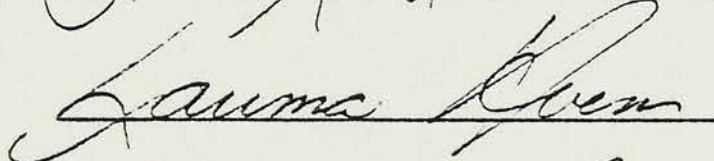
IN WITNESS WHEREOF the College Board has caused these presents to be sealed with the seal of the Board of the College of New Caledonia, Prince George, B.C. and signed by the Chairman and Bursar of the College Board and The Association of University and College Employees, Local #5 has caused these presents to be executed under the hands of its proper officers duly authorized in that behalf, this 21st day of April A.D. 1981.

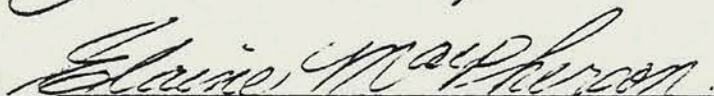
SIGNED, SEALED AND DELIVERED BY
THE ASSOCIATION OF UNIVERSITY
AND COLLEGE EMPLOYEES, LOCAL #5,
in the presence of


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









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



Chairman, The Board of the
College of New Caledonia


Bursar, The College of New Caledonia

APPENDIX "A"

<u>SALARY RANGE</u>	<u>CLASSIFICATION</u>	<u>POSITION TITLE</u>
A	Office Assistant I	Dishwasher
	Labourer	Grill or Short Order Cook
	Clerk I	Cafeteria Cashier
		Cafeteria Assistant I
		Anik B Assistant
		Labourer
B	Office Assistant II	C.E.S. Clerk, Student Services
	Cafeteria Assistant II	Academic Records Clerk, Student Services
	Library Assistant I	Vocational Records Clerk, Student Services
		Counter Receptionist, Student Services
		Clerk/Typist, Administration
		Clerk/Typist, BCIT/CNC Liaison
		Clerk/Typist, Public Relations
		Clerk/Typist, Food Services
		Clerk II, Continuing Education
		Clerk, Building Services
		Audio-Visual Clerk
		Gym Clerk (Evenings)
		Area Assistant, C.E.S.
		Bookstore Assistant
		Keypunch Operator
		Receptionist
		Baker/Cafeteria Assistant II
		Library Assistant I, Circulation
		Library Assistant I, Cataloguing
C	Office Assistant III	Clerk III, Nechako
	Day Care Assistant I	Clerk III, Mackenzie
	Library Assistant II	Clerk III, Quesnel
		Clerk III, Burns Lake
		Clerk/Steno, Vocational, C.E.S.
		Admissions Clerk, Student Services
		Bookkeeper/Typist
		Accounts Payable Clerk
		Cashier, Accounting
		Budget Clerk
		Purchase Order Clerk/Receptionist
		Printroom Clerk
		Foreign Student Advisor/Room Bookings Clerk
		Senior Gymnasium Equipment Clerk
		Day Care Teacher
		Film Library Assistant
		Library Assistant II, Reader Services
		Library Assistant II, Acquisitions

APPENDIX "A"

<u>SALARY RANGE</u>	<u>CLASSIFICATION</u>	<u>POSITION TITLE</u>
D	Office Assistant IV Day Care Assistant II Library Assistant III Tool Room Attendant Secretary I	Payroll Clerk Shipping/Receiving Clerk Operations Control Clerk Assistant Head Day Care Teacher Library Asst. III, Secretarial/Periodicals Library Asst. III, Inter-Library Loans and Regional Services Tool Room Attendant Secretary to Director
E	Office Assistant V Secretary II	Accounting Clerk Cafeteria Supervisor Program Assistant, C.E.S.. Project Developer, Native Programs Secretary to Dean
F	Administrative Coordinator	Head Day Care Teacher Community Liaison Worker
G	Programmer/Analyst I	Computer Programmer/Analyst
H	Programmer/Analyst II	Computer Programmer/Analyst
I	Programmer/Analyst III	Computer Programmer/Analyst
J	Administrative Assistant	Assistant to the Dean Financial Aid/Placement Officer Women's Program Animator Athletics and Recreation Assistant
K	Bldg. Services Asst. I	Custodian
L	Bldg. Services Asst. II	Handyman Security Guard Carpenter Driver/Warehouseman Groundsman/Handyman

APPENDIX "A"

<u>SALARY RANGE</u>	<u>CLASSIFICATION</u>	<u>POSITION TITLE</u>
M	Journeyman Mechanic	Journeyman Mechanic
N	Apprentice Mechanic	Apprentice Mechanic
O	Clerk of the Works	Clerk of the Works
P	Bldg. Services Asst. III	Maintenance Crew Chief Custodial Crew Chief Security Crew Chief
Q	Technician Classroom Aide	Audio-Visual Technician Biology Technician Forestry Technician Physics Technician Classroom Aide
R	Nurse	Student Health Nurse
S	Lead Hand - Journeyman Mechanic	Supervisor, H.E.O. Maintenance Shop

APPENDIX "A"EFFECTIVE NOVEMBER 1, 1980

<u>SALARY RANGE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
A	977.00	995.00	1016.00	1035.00	1058.00
B	1035.00	1058.00	1082.00	1107.00	1135.00
C	1135.00	1161.00	1187.00	1217.00	1247.00
D	1247.00	1277.00	1312.00	1348.00	1379.00
E	1379.00	1418.00	1460.00	1497.00	1539.00
F	1497.00	1539.00	1585.00	1629.00	1676.00
G	1333.00	1404.00	1477.00	1548.00	1619.00
H	1619.00	1693.00	1772.00	1845.00	1916.00
I	1988.00	2059.00	2131.00	2203.00	2274.00
J	1627.00	1703.00	1779.00	1854.00	1932.00
K	1126.00	1216.00	1304.00	1396.00	1486.00
L	1260.00	1351.00	1440.00	1531.00	1620.00
M	1861.00	1933.00	2005.00	2078.00	2153.00
N	65%-M1	70%-M1	80%-M1	90%-M1	
O	2360.00				
P	1531.00	1620.00	1712.00	1802.00	1893.00
*Q	1284.00	1361.00	1438.00	1516.00	1594.00
	<u>*STEP 6</u>	<u>*STEP 7</u>	<u>*STEP 8</u>	<u>*STEP 9</u>	
	1672.00	1748.00	1829.00	1914.00	
**R	1952.00	2016.00	2080.00	2145.00	2208.00
	<u>**STEP 6</u>				
	2271.00				
S	1975.00	2047.00	2119.00	2193.00	2267.00

APPENDIX "A"EFFECTIVE NOVEMBER 1, 1981

<u>SALARY RANGE</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>	<u>STEP 5</u>
A	1104.00	1124.00	1148.00	1170.00	1196.00
B	1170.00	1196.00	1223.00	1251.00	1283.00
C	1283.00	1312.00	1341.00	1375.00	1409.00
D	1409.00	1443.00	1483.00	1523.00	1558.00
E	1558.00	1602.00	1650.00	1692.00	1739.00
F	1692.00	1739.00	1791.00	1841.00	1894.00
G	1506.00	1587.00	1669.00	1749.00	1829.00
H	1829.00	1913.00	2002.00	2085.00	2165.00
I	2246.00	2327.00	2408.00	2489.00	2570.00
J	1839.00	1924.00	2010.00	2095.00	2183.00
K	1272.00	1374.00	1474.00	1577.00	1679.00
L	1424.00	1527.00	1627.00	1730.00	1831.00
M	2103.00	2184.00	2266.00	2348.00	2433.00
N	65%-M1	70%-M1	80%-M1	90%-M1	
O	2667.00				
P	1730.00	1831.00	1935.00	2036.00	2139.00
*Q	1451.00	1538.00	1625.00	1713.00	1801.00
	<u>*STEP 6</u>	<u>*STEP 7</u>	<u>*STEP 8</u>	<u>*STEP 9</u>	
	1889.00	1975.00	2067.00	2163.00	
**R	2206.00	2278.00	2350.00	2424.00	2495.00
	<u>**STEP 6</u>				
	2566.00				
S	2232.00	2313.00	2394.00	2478.00	2562.00

Union Dues and Assessments

Name of Employee

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

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

(Initial)

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

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

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

Signature

Social Insurance Number

College of New Caledonia per

APPENDIX "C"MEMORANDUM OF UNDERSTANDING

BETWEEN: COLLEGE OF NEW CALEDONIA
 AND: ASSOCIATION OF UNIVERSITY AND COLLEGE EMPLOYEES LOCAL #5
 RE: BARGAINING UNIT EXCLUSIONS

The parties agree that in accordance with the recognized interpretations of the Labour Relations Board of British Columbia relating to managerial and/or confidential positions, the following positions are not included in the bargaining unit:

Principal
 Dean, Community Education Services
 Dean of Instruction
 Dean, Student Services
 Bursar
 Assistant Bursar
 Director, Adult Basic Education
 Director, Business and Industrial Technology
 Director, Health Sciences
 Director, Liberal Arts and Social Sciences
 Director, Natural Sciences
 Director, Trades
 Director, Resource Centre
 Area Director, CES - Burns Lake
 Area Director, CES - Nechako
 Area Director, CES - Mackenzie
 Area Director, CES - Robson Valley
 Area Director, CES - Quesnel
 Director, CES - Regional
 Secretary to the Bursar
 Secretary to the Principal
 Personnel Manager
 Personnel Assistant
 Manager, Financial Planning (Accountant)
 Assistant Registrar
 Registrar
 Data Processing Manager
 Building Services Manager
 Food Services Manager
 Manager, Audio-Visual Services
 Public Relations Officer and Assistant to the Principal
 BCIT/CNC Liaison Representative
 Industrial Training Consultant
 Manager, Operations, CES
 Bookstore Manager
 Purchasing Agent

COLLEGE OF NEW CALEDONIA

BY: BY: DATE: April 21, 1981

A.U.C.E. LOCAL #5

BY: BY: 

APPENDIX "D"

List of Arbitrators

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

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

COLLEGE OF NEW CALEDONIA

per:

Date: _____

ASSOCIATION OF UNIVERSITY AND
COLLEGE EMPLOYEES LOCAL #5

per:

April 11, 1981

