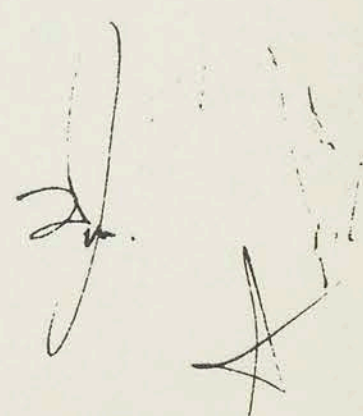


MEMORANDUM OF UNDERSTANDING

Between Capilano College and A.U.C.E., Local Number 4, made and entered into this 30 day of October, 1975.

IT IS UNDERSTOOD AND AGREED between Capilano College and A.U.C.E., Local Number 4, as parties to a collective agreement made and entered into between them on the 26th day of August, 1975, that in accordance with their common understanding and mutual agreement, certain provisions of the said collective agreement as specified herein require amendment or interpretation, to facilitate the proper administration of the said collective agreement, consistent with the intent of the parties thereto. Therefore the parties hereto have agreed that the said collective agreement is amended and will be interpreted in accordance with the following provisions which will supplement or replace and be substituted for the articles and provisions specified herein for the remaining period of the said collective agreement, and will remain and endure until the 30th day of September, 1976, or until they are amended in accordance with the provisions of the said collective agreement.

The parties further understand and agree that the aforesaid collective agreement is amended only to the extent of the express provision of this Memorandum of Understanding, and that in all other respects the provisions of the said collective agreement remain in full force and effect. This amendment shall not be construed by either party as a precedent for any other or further amendments to the said collective agreement.



AMENDMENTS

1. Article 12.03

The parties agree to the insertion of "then in reverse order of layoff" as defined in 12.01(a), and 12.03 now reads as follows:

12.03 RECALL

In the case of layoff, a recall list shall be established. Employees on layoff shall be recalled first in order of service seniority, then in reverse order of layoff as defined in 12.01(a), providing they have the ability and skills necessary to fulfill the position.

2. Article 15.01(a)

The parties agree to the change of the word "and" to "or" and Article 15.01(a) now reads as follows:

15.01(a) OVERTIME DEFINITION

Overtime means any working hours on duty in excess of the employee's regular working day, but not less than seven (7) hours, or means any working hours on duty in excess of the scheduled work week, but not less than thirty-five (35) hours.

3. Article 19.05

The parties agree to add the words "such time to be made up before the expiry of the pay period following that during which the absence occurred." as follows:

19.05 CAPILANO COLLEGE COURSES

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

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

4. Article 25.01(f) and (g)

The parties agree to add "Within the Bargaining Unit", to delete "may" and replace it by "shall", and to add the clause (g). The complete clauses (f) and (g) read as follows:

25.01 JOB POSTINGS

- (f) Where the College advertises a job vacancy within the Bargaining Unit outside the College, the advertisement shall include the following statements:

- (i) The position is open to both female and male applicants.
 - (ii) Union membership in A.U.C.E., Local #4, shall be a condition of employment.
- (g) Where the College advertises outside the College a job vacancy for which the Bargaining Unit status of the position has not been determined, the advertisement shall include the following statements:
- (i) The position is open to both female and male applicants.
 - (ii) Union membership in A.U.C.E., Local #4, may be a condition of employment.

5. Article 27.02

The parties agree to amend the wording by adding "or on a calendar weekend", and the Article shall read as follows:

27.02 PAY DAYS

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

6. Article 27.04

The parties agree to change the word "classification" to "specification" and the first paragraph of 27.04 should read as follows:

27.04 SUBSTITUTION PAY

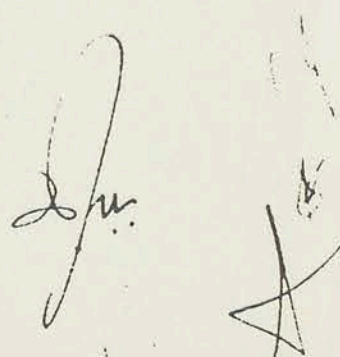
When an employee is officially requested by the College to temporarily substitute in, or perform the principal duties of a job of a class specification which is on a level different from her own class specification, she shall continue to receive her regular rate of pay, as the minimum applicable pay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

7. Article 28.05(a)

The parties agree to revise the line two (2) of 28.05(a) by replacing "in the Group Life Insurance plan" with "in the Long Term Disability plan". Article 28.05 is to read as follows:

28.05(a) LONG TERM DISABILITY

All regular and term employees must participate in the Long Term Disability plan. The employees shall pay 100% of the premiums for the coverage afforded by the plan during periods of employment. The plan will provide 70% of earnings for coverage.



6. Article 29.05

The parties agree to delete the word "circulation" and replace it with the word "calculation" and the second paragraph of 29.05 now reads as follows:

29.05 NO PYRAMIDING

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

9. Article 31.01

An additional definition is added to read as follows:

31.01 DEFINITIONS - INTENT AND MEANING

"Regular day's pay" and "day off with pay" - mean pay for normally seven (7) hours except in the case of a modified work week schedule where the pay could cover up to 8-3/4 hours and shall be defined on the employee's hiring form.

10. Appendix "C" - Regular Employee Service Seniority List

Revised as attached.

Jr.
X

INTERPRETATIONS

Article

1. 3.03 CHANGES IN STATUS

Notification to the Union regarding the change of status of any employee shall be handled by copy of the Personnel Hiring Form.

2. 5 CHECK-OFF OF UNION DUES AND ASSESSMENTS

The Union agrees to provide the College with the Dues check-off request authorized by each employee.

Should the form (Appendix B) be received after the payroll input date, the deductions will be made in subsequent months.

If no further pay cheque is outstanding to the employee concerned, the Union relieves the College from its responsibility to withhold such Union Dues.

3. 6.01 REPRESENTATIONS

The parties agree that only formal College committees, e.g., PAC, Search Committee, PPC, etc., require the nomination of a member from the Union. Any internal departmental meetings may be called without request for membership from the Union.

4. 7.03 STEP 1

For interpretation: written grievances are to be directed to the College, i.e. the Administrator and/or the Personnel Department.

5. 11.02 SENIORITY LISTS

Seniority lists will be updated during October and April of each year.

6. 11.03(b) CLASSIFICATION SENIORITY

The classification seniority is to be based on actual hours worked.

7. 13.02 WORK WEEK FOR PRESENT EMPLOYEES

The College agrees that no change of the scheduled work week for any present employee shall be implemented without agreement by the employee concerned.

8. 14.03 NOTICE OF SHIFT SCHEDULES

Registration periods are considered to be emergency situations and the requirement for a shift schedule to be posted is waived for such a situation.

9. 14.04 SHORT CHANGE-OVER

Short change-over is not overtime and will incur a pay adjustment only; the time worked will not qualify for overtime accumulation. Short change-over adjustments as well as overtime will separately accumulate for four hours at time and one-half before double time rates apply.

10. 16.01 FLOATING HOLIDAY

The one additional day of holiday granted by the College for the calendar year 1975 shall be deferred to 1976 and granted on January 2, 1976.

11. 19.05 CAPILANO COLLEGE COURSES

Any course, be it in the Academic, Technical, Vocational or Community Education Divisions, may be taken by an employee under the provisions of this Article.

12. 21.01(d) MATERNITY LEAVE

Where maternity leave is less than four (4) months, the vacant position will not have to be posted.

13. 21.02 EXTENSION OF MATERNITY LEAVE

Where a temporary appointment has been made into a position normally held by a regular employee on maternity leave, and an extension for the temporary appointment is required, this extension need not be posted.

14. 22.05 INDUSTRIAL FIRST-AID REQUIREMENTS

Students holding the Industrial First-Aid certificate, but otherwise not employed by the College, are not considered to be employees of the College and, therefore, are not within the Bargaining Unit.

15. 25.01 JOB POSTINGS

Any vacant position may be filled on a temporary basis in order to finalize the competition for regular employment.

16. 26.03 NOTIFICATION OF RESULTS OF RECLASSIFICATION REQUESTS

The parties agree that the Personnel Department will notify employees with outstanding reclassification requests about the anticipated delay beyond the 60-day time limit stipulated in the Contract, due to agreement on the following priorities.

- (a) Interpretation of the Contract
- (b) Administration of the Contract
- (c) Preparing and obtaining appropriate forms for the fringe benefits, and ensuring that every employee receives effective coverage in accordance with the appropriate fringe benefit sections detailed in the Collective Agreement.
- (d) Filling of vacancies.
- (e) Reclassifications

17. 27.03 THREE MONTH PROBATION VERSUS SIX MONTH HALF-STEP INCREASE

The past practice of implementing a half-step increase after six month will be maintained.

18. 27.05 RATE OF PAY ON TRANSFER

A lateral transfer of an employee, i.e., within the same pay group, does not qualify for a step increase at the time of transfer.

19. 28.01 PRIOR SERVICE WITH THE COLLEGE

A Regular or Term employee having had six (6) months' service with the College prior to October 1, 1975, shall be deemed to have complied with the requirements for enrolment in the Dental Plan.

IN WITNESS WHEREOF the Council of Capilano College has caused the name and seal of Capilano College to be affixed hereto in the presence of the Chairman and the Bursar of the College Council and the A.U.C.E., Local Number 4, has caused these presents to be executed under the hands of its proper officers duly authorized in that behalf the day and year first written above.

CAPILANO COLLEGE TECHNICAL AND VOCATIONAL INSTITUTE

Per: _____

[Signature]

THE ASSOCIATION OF UNIVERSITY & COLLEGE EMPLOYEES, LOCAL NUMBER 4

Per: _____

[Signature]

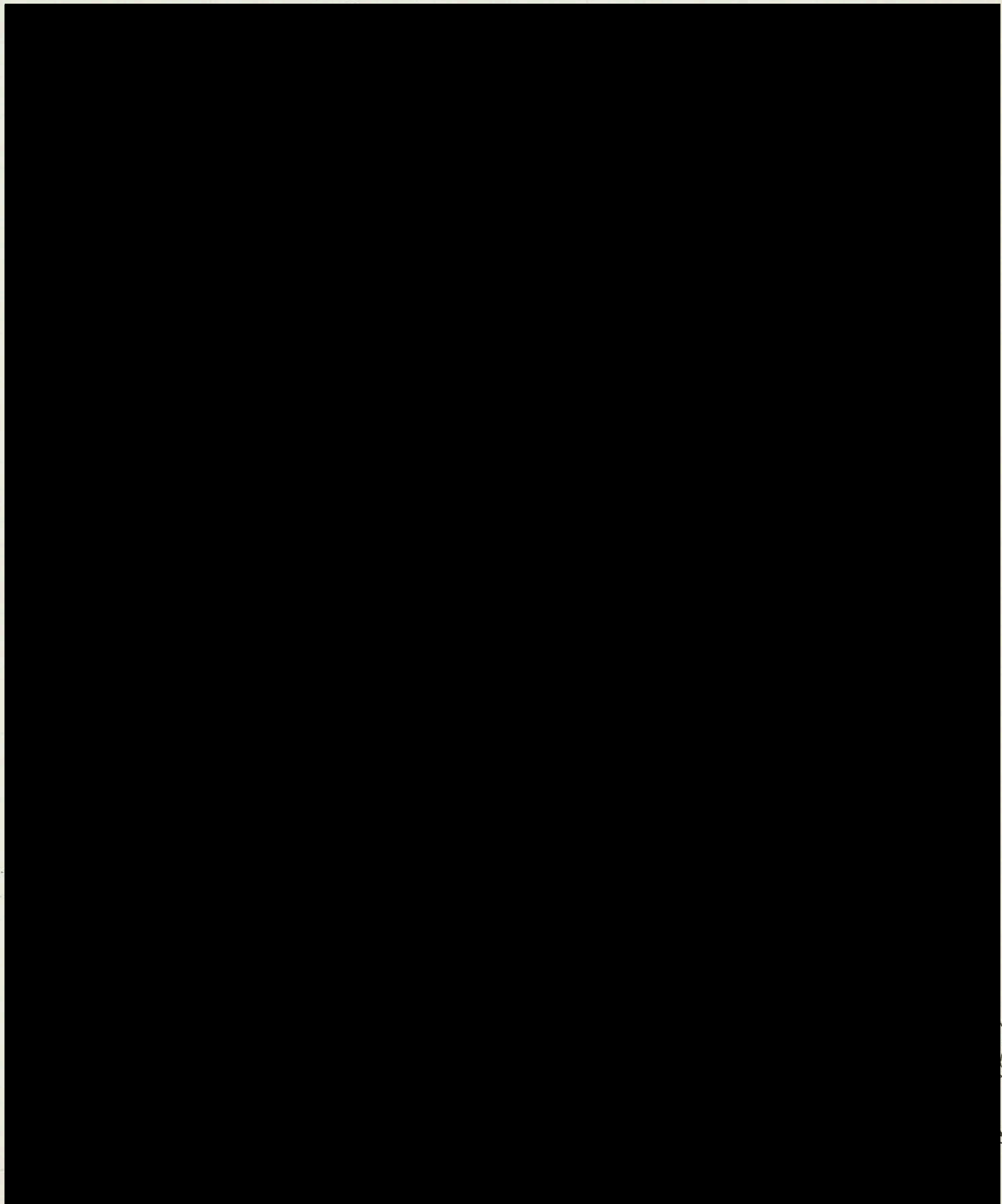
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REGULAR EMPLOYEE SERVICE SENIORITY LIST

(CHRONOLOGICAL LISTING)

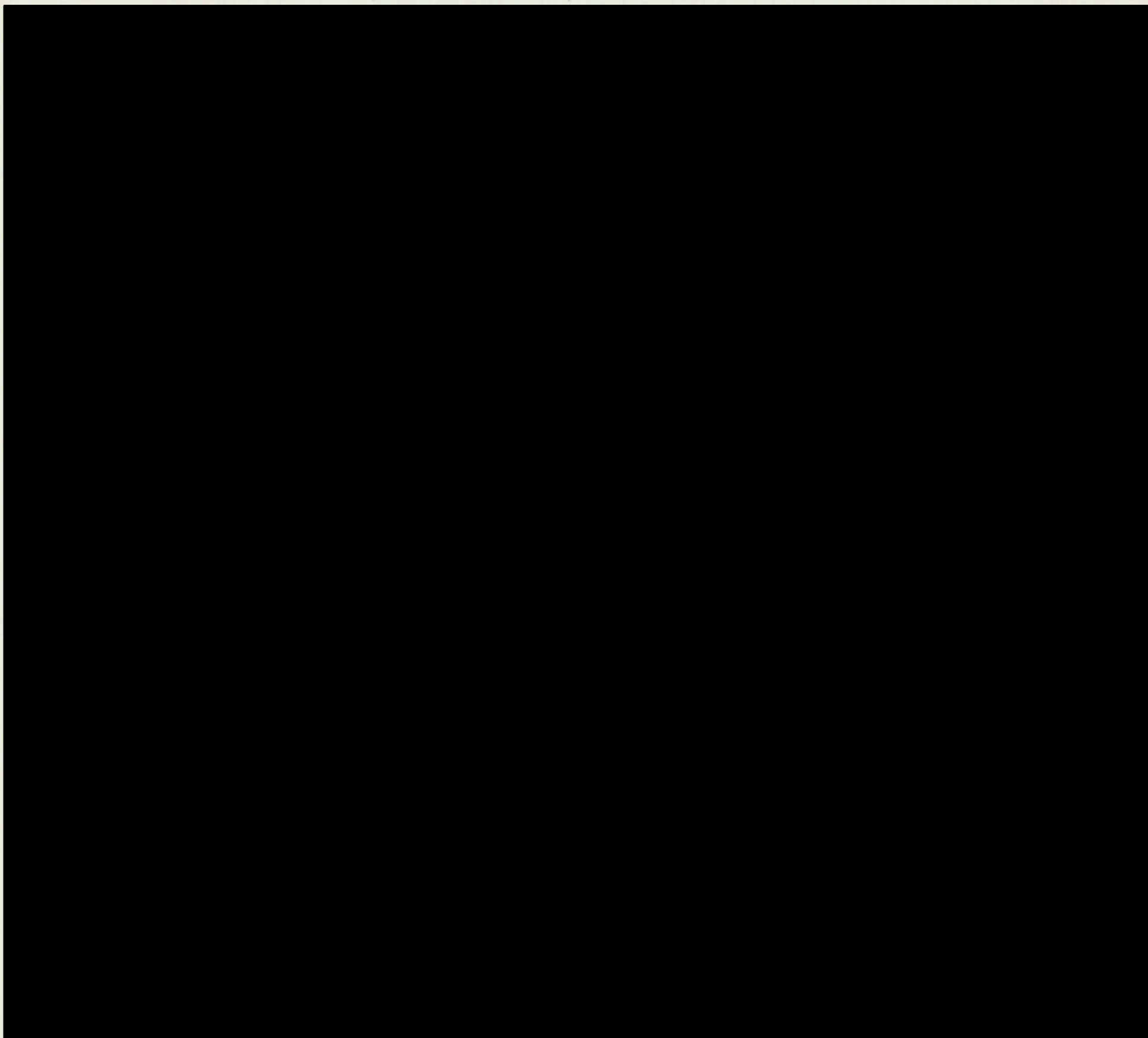
(Reference - Article 11 of Agreement)



REGULAR EMPLOYEE SERVICE SENIORITY LIST

(CHRONOLOGICAL LISTING)

(Reference - Article 11 of Agreement)

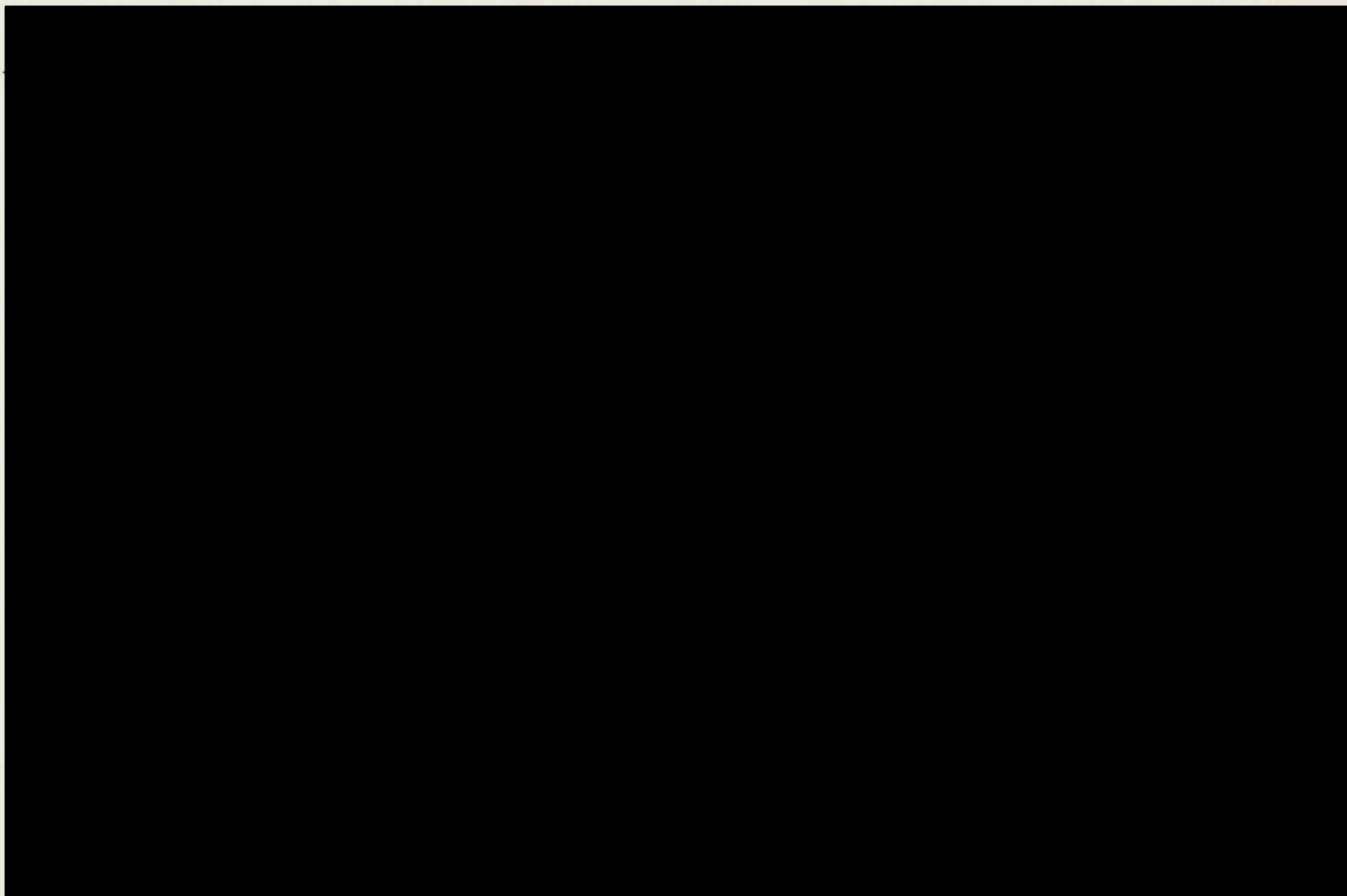


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REGULAR EMPLOYEE SERVICE SENIORITY LIST

(CHRONOLOGICAL LISTING)

(Reference - Article 11 of Agreement)



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