

Collective Agreement

Between

**College of New Caledonia
and
P.P.W.C. Local 29**

**November 1, 1996
To
November 30, 2000**

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ARTICLE 1 - GENERAL PURPOSE

1.01 **PURPOSE**

The purpose of this agreement is to set forth and establish the terms and conditions of employment so that efficient operations and harmonious relationships, may be maintained between the College and the employees to the benefit of both parties. The College and the Union will endeavour to ensure that all employees are treated in a dignified and respectful manner.

1.02 **REPRESENTATION / OTHER AGREEMENTS**

An Employee or group of Employees within the Union Certification shall not undertake to represent the Union at meetings with the College without the proper authorization of the Union. The College shall not undertake to bargain or enter into any agreement with an individual employee or group of employees. The College shall transact business related to its membership through the Union Standing Committee.

ARTICLE 2 - RECOGNITION

2.01 BARGAINING UNIT

The College recognizes Local 29, Pulp, Paper and Woodworkers of Canada as the sole bargaining agent representing all employees as defined in the certification from the Industrial Relations Council. (Original certification issued by the Labour Relations Board on July 8th, 1982).

2.02 MANAGEMENT RIGHTS

The Union 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 Union 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 dismiss 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 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.

3.03 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.

3.04 REGULAR EMPLOYEE

Regular employee shall mean an employee who is appointed to a continuing position such as full/part-time regular and full/part-time seasonal.

3.05 SEASONAL EMPLOYEE

a. Seasonal employee shall mean a regular employee whose appointment is created due to seasonal requirements for a period not exceeding ten (10) calendar months in duration.

b. It is understood that employees on seasonal appointments will have the right to return to the same position providing this occurs within six (6) months of the completion of his/her appointment. If an employee's seasonal position is declared redundant, or if a seasonal employee is laid off during the term of the seasonal appointment, the employee shall have the rights afforded him/her in Article 10 (Seniority) and Article 11 (Lay-off). Otherwise, completion of a seasonal appointment shall not constitute lay-off.

c. An employee on a seasonal appointment shall be granted vacation with pay on the following basis:

- (i) 1.25 days per month from anniversary date (25.04) to month 48 inclusive,
- (ii) 1.67 days per month from month 49 to 96 inclusive,
- (iii) 2.08 days per month from month 97 onwards.
- (iv) 2.50 days per month from month 156 onwards.

All vacation times must have the prior written permission of the Department Head. It is recognized that seasonal appointees will normally schedule their vacation at those times when their services are not required.

d. An employee on seasonal appointment shall receive those fringe benefits as outlined in Articles 26.01, 26.02 (subject to Carrier Conditions), 26.03 and 26.04. The right of employees on seasonal appointments to contribute to benefit plans under this Agreement during the period when they are not employed (see 3.05 (b)) shall continue for a period of six (6) months. This provision is subject to Carrier conditions and with the understanding that the employee bears the full premium cost. An employee may elect to prepay the premium cost by payroll deduction by specifying the details in writing to Human Resources.

e. For those seasonal appointees employed for a term exceeding nine (9) months and whose normal work week is thirty (30) hours or more, vacation shall be calculated based on the term of the appointment times the applicable rate, and may be taken at any time throughout the

appointment (subject to 3.05 (c)). It is understood that should the employee resign prior to the appointment termination, they will repay any unearned time that has been taken. The parties agree that this clause will constitute the written assignment required of the employee for repayment.

3.06 SPECIAL EMPLOYEE

- a. An employee who is appointed as a leave replacement or who is hired to a position funded through non-base grant monies is a Special Employee.
- b. It is understood that employees on appointments which are funded through non-base grant monies will have the right to return to the same position providing this occurs within six (6) months of the completion of his/her appointment. Article 11.03 (Displacement/Bumping) will apply to employees on special appointments in the event of lay-off prior to the completion of the specified term of the appointment only.
- c. Special Employees are entitled to all seniority rights and privileges with the exceptions noted in (b) above.
- d. An employee on special appointment shall receive those fringe benefits as outlined in Articles 26.01, 26.02 (subject to Carrier Conditions) 26.03 and 26.04.
- e. An employee on a special appointment shall accrue vacation pay on the following basis:
 - (i) 6% to 48 cumulative months inclusive,
 - (ii) 8% from month 49 to 96 cumulative months inclusive,
 - (iii) 10% from cumulative month 97 onward.
 - (iv) 12% from cumulative month 156 onward.
- f. For those special appointees employed for a term exceeding nine (9) months and whose normal work week is thirty (30) hours or more, vacation shall be calculated based on the term of the appointment times the applicable rate, and may be taken at any time throughout the appointment (subject to 3.06 (e)). It is understood that should the employee resign prior to the appointment termination, they will repay any unearned time that has been taken.

The parties agree that this clause will constitute the written assignment required of the employee for repayment. All vacation times must have the prior written permission of the Department Head. It is recognized that special appointees will normally schedule their vacation at those times when their services are not required.

- g. Effective August 1, 1993 a special employee who has received two (2) consecutive (not running concurrently) appointments of six (6) months or more in duration and who receives a third appointment shall carry forward to any subsequent appointments, separated by six (6) months or less, sick days accrued during the third and subsequent appointments.

- h. A regular or a seasonal employee has the right to apply for and accept, if offered, a Special Employee position, provided he/she has not been granted a Special Employee appointment under this provision in the two (2) years immediately preceding the closing date of the job posting for the Special Employee position. At the conclusion of the term of the Special Employee appointment he/she shall be entitled to return to his/her position.

3.07 CASUAL EMPLOYEE

a. A Casual Employee shall mean an employee with an anticipated period of employment of less than three (3) calendar months.

b. An employee on a casual appointment shall receive vacation pay on each pay cheque at the rate of 4% and only those fringe benefits guaranteed by law. Articles 10.06, 10.07, and 10.08 (Recall) shall not apply to these employees.

c. If a position is posted (Article 9.01) and a Casual Employee applies for the posting, he/she shall be granted an interview provided:

- (i) he/she has completed the equivalent of at least thirty (30) full-time days of employment in the six (6) month period immediately prior to the closing date of the posting, and
- (ii) he/she possesses the necessary job-related knowledge, skills and abilities for the posted position.

If the Casual Employee is the successful applicant for a job posting and is awarded a non-Casual position, his/her service as a Casual Employee from June 1, 1997 forward shall be credited towards the accumulation of seniority. Notwithstanding the above, it is expressly agreed that the employee must serve a full three (3) consecutive calendar month probationary period in the position (Article 3.08).

3.08 PROBATIONARY PERIOD

a. On each new appointment (except as described in 9.03 (Promotion) and 9.04 (Transfer)), every employee shall serve 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 three (3) consecutive calendar month probation basis during which period serious effort will be made by the supervisor to orientate the employee to the job and the College. It is understood that an employee on probation will have recourse to the grievance procedure after completing the first thirty (30) calendar days of said probationary period.

A progress report will be issued after 45 days. 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 will occur. Failure of the employee to perform the job to the satisfaction of the College shall be just cause for dismissal.

The probationary period may be extended by mutual agreement of the College and the Union Standing Committee. 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 Union.

b. Article 11.03 (Displacement/Bumping) shall not be applicable to employees during their probationary period.

3.09 WORK PERFORMED UNDER GOVERNMENT, FOUNDATION AND OTHER FUNDING PARTNERSHIP GRANTS

1. The Union recognizes and supports the students' needs to gain employment skills and on-the-job training. Wherever possible, the College will give preference to students of the College of New Caledonia.

The College agrees to provide the Union with a copy of all College-approved submissions in regard to student positions prior to the program implementation, wherever possible. The College will make every reasonable attempt to provide as much advance notice as possible.

In the event the Union's approval is required for a student position, the College agrees to provide enough advance notice so the Union Executive can review the submissions at their regular Executive meeting. If the College requires an approval and the advance notice is not provided, the College agrees to provide reasonable time off with pay to the Union Executive to deal with the matter.

2. The College agrees that students involved in the projects and programs described herein in A – Work Projects, B – Student Assistants, and D – Co-op Work Placements shall not be utilised to:
 - a. replace members of the bargaining unit, or
 - b. to postpone or prevent an existing regular part-time position from becoming a full-time position, or
 - c. to postpone or prevent the establishment of new positions by the College.

The College agrees that no employee shall be made redundant or suffer loss of earnings through students performing work normally done by employees in the bargaining unit. Students shall not be used in preference to Casual Employees for work that has been regularly performed by Casual Employees in the past. Disputes arising out of the above will be dealt with through the grievance procedure of the Collective Agreement.

A. WORK PROJECTS

1. The Union recognizes and agrees that from time to time during the term of this Agreement there will be work projects conducted within the College by students who will not be members of the

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

2. For the purposes of this article, "work projects" shall mean:

- (i) jobs of a fixed term not regularly performed by employees in the bargaining unit, or
- (ii) fixed term research and data collection projects, or
- (iii) students assisting students (excluding Interpreter Services).

B. STUDENT ASSISTANTS

1. Students employed by the College in positions that are separately and specifically funded by government, foundation, and partnership grants and who are performing jobs that do not meet the definition of "work projects" as outlined in (A) shall be considered Student Assistants and shall be covered by the following provisions of the Collective Agreement only: Articles 1, 2, 3, 4, 7 (except 7.04), 12, 15, 16, 18, 23, and 28. Article 7.04 shall apply to Student Assistants in their capacity as employees but will not apply to the student's pursuit of education.

Hours of work will be in accordance with the program requirements and overtime compensation as outlined in Article 14 shall apply to Student Assistants for time worked in excess of a seven hour day.

Student Assistants are subject to the membership provisions in Article 5 and the union dues provisions in Article 6.

2. Student Assistants covered by this Article shall be paid at the Pay Equity Target Rate for Salary Band A.

3. The parties agree that individuals employed as Student Assistants will be considered Casual Employees and receive the appropriate benefits as per Article 3.07 (b).

4. Student Assistants must meet the criteria established by the funding program.

C. WORK PRACTICUMS

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

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

- (i) Such students:
 - a) are not employees of the College;
 - b) are not within the Union bargaining unit;
 - c) will not be paid.

3. Student practicums shall be limited to two students per semester per department for a period of normally not longer than three consecutive weeks, or other such arrangements as shall be mutually agreed-to in writing by both parties.

4. The College shall notify the Union Standing Committee in advance of the number of students being placed for practicum work experience within the College and provide a general outline of the duties to be performed during the practicum work experience.
5. It is agreed that employee participation in a Job Shadowing Program is voluntary, and that the employee has the right to withdraw from the arrangement by notifying his/her manager. An employee's involvement or non-involvement in a program shall not be referenced in any way in a performance evaluation.

D. CO-OP WORK PLACEMENTS

The parties recognize the advantages in assisting students in obtaining practical work experience as part of Co-operative Education. In recognition this agreement will establish the salary rate and working conditions for Co-operative Education students to work at the College.

1. Students employed by the College who are registered in a recognized Co-op program at the College of New Caledonia shall be considered Co-op students and shall be covered by the following provisions of the Collective Agreement only:
Articles 1,2,3 (excluding 3.07 (A)), 4, 7, 12, 13, 14, 15, 16, 18, 23, and 28.

Co-op students are subject to the membership provisions in Article 5 and the Union dues provisions in Article 6.

2. Work terms for co-op students need not be advertised for competition other than in the co-op office.
3. Co-op students covered by this agreement shall be paid at a rate equal to the Pay Equity Target Rate for Salary Band B.
4. The parties agree that individuals employed as Co-op students will be considered Casual Employees and receive the appropriate benefits as per Article 3.07 (b).
5.
 - a) There will be only one Co-op student per department per Co-op term.
 - b) The duration of a Co-op position shall not exceed four months.

3.10 JOB RELATED KNOWLEDGE

For the purposes of this agreement, job-related knowledge shall mean the knowledge of relevant job functions as opposed to the knowledge of specific job duties.

ARTICLE 4 - NO DISCRIMINATION

4.01 HUMAN RIGHTS

The College and the Union agree to subscribe to the principles of the Human Rights Code of British Columbia.

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 detrimental fiscal or policy collusion could occur, or where confidentiality could be compromised.)

4.02 UNION ACTIVITY

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

ARTICLE 5 - UNION MEMBERSHIP AND SECURITY

5.01 EMPLOYEES AT DATE OF CERTIFICATION

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

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

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

5.02 NEW EMPLOYEES

All employees to whom this Agreement is applicable, shall, as a condition of employment, become members of the Union upon completion of thirty (30) days of employment.

5.03 CHANGE IN STATUS

The College agrees to notify the Union Standing Committee in writing, once a month, of the name, position, department, salary band and pay rate of each employee who is hired, promoted, transferred, recalled, on Long Term Disability, on Leave Without Pay or resigns.

The College also agrees to notify the Union Standing Committee once per month, of the name, position, department, and estimated hours of each new appointment of an employee who is not a full-time regular employee.

The College agrees to provide the Union Standing Committee with a copy of the employee's written notification of suspension or dismissal 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 - UNION DUES AND DEDUCTIONS

6.01 UNION DUES

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

The College shall require all new employees, at the time of hiring, to execute an assignment of wages for Union dues in duplicate, the forms to be supplied by the Union, and will forward one copy to the Union within five (5) working days of execution.

For employees whose period of employment is expected to be less than thirty (30) days, the College will deduct Union dues provided that the employee's authorization is received from the Union 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 remit the dues deducted pursuant to such assignment (until and unless the said assignment is revoked in writing by the employee) to the local Union * Treasurer not less often than once each month, with a written statement of names of employees for whom the deductions were made and the amount of each deduction. The College shall remit the said dues no later than the end of the following month.

6.03 UNION ADVISES COLLEGE

The Union shall advise the College in writing of all dues and assessments required by the Union, and of any changes which may arise from time to time in connection with such dues and assessments.

The Union recognizes and agrees that the College's obligation to deduct such dues and assessments is 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 Union 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 Union 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 Union. The College shall provide the Union Standing Committee with a copy of any revocation of authorization received, without delay.

ARTICLE 7 - UNION RIGHTS AND ACTIVITY**7.01 RECOGNITION OF SHOP STEWARDS**

The College recognizes Stewards elected by the Union 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 Union 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 Union 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. Union 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 UNION 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 Union to attend conventions of the Union and bodies to which the Union is affiliated when requested in writing by the Union 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 Union to attend to Union business which requires them to leave their premises of employment, when requested in writing by the Union 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 Union's bargaining committee when requested in writing by the Union 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;
- 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 Union 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 Union.
- 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 Union 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.

h. 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 Union 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 Union naming the employees for whom the request applies.

i. the Union at the time of Local #29 elections, will inform the College of the National Executive Board Member and alternate. The College will, within ten days of notification, inform the Union Standing Committee of the times of year when it would be difficult to manage and operate its affairs if a leave of absence were granted to the Board Member. The Union agrees to make every effort to schedule meetings of the National Executive Board at times other than those identified as being difficult for the College. The College agrees to make every effort to approve a leave of absence for the National Executive Board Member, or alternate, to attend five union meetings a year.

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 Relations 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 or benefits for time not worked in exercising these rights, nor pay for statutory holidays. Benefit coverage will be continued (subject to Carrier conditions) and the Union agrees to reimburse the College for the full premium costs.

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. An employee who sits on Educational Council or the College Board shall have their work week reduced by the number of hours spent past the employees regular scheduled hours.

7.06 USE OF COLLEGE ROOMS

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

7.07 NOTIFICATION BY THE UNION

The Union shall notify the College, in writing, within five (5) working days of election of the names of the local executives, chief steward, and stewards. The names of members serving on a Union Standing Committee shall be submitted as far in advance of meeting dates as possible.

7.08 EMPLOYEE ORIENTATION

The College agrees to distribute a copy of this Agreement and Benefit Package 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 and a list of Shop Stewards with their written notification of appointment.

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

7.09 UNION - COLLEGE RELATIONS

The Union 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 Union 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 ten (10) working days after the request has been received.

ARTICLE 8 - POSITION DESCRIPTIONS AND JOB EVALUATION PROCEDURES

8.01 TERMINOLOGY:

- a. POSITION TITLE: Position titles will be determined by the College and shall identify specific positions within the College.
- b. SALARY BANDS: The job title of any specific position is contained within more broadly defined salary bands which shall be identified in the Pay Equity Targets Schedule. Salary Bands represent a range of pre-determined points.
- c. PAY GRADES: Pay grades are the monetary amounts applicable to salary bands.
- d. JJEC: Refers to the Joint Job Evaluation Committee (Article 8.02).
- e. JOINT STANDING COMMITTEE: Refers to the Joint Committee formed under Article 7.09, comprised of Union and College Executive representatives.
- f. APPROVED JOB DESCRIPTION: Refers to a job description described in Article 8.06 which has been approved by the College as indicated by the signatures of the Vice-President, Administration, the Director of Human Resources and the incumbent's Department Manager.
- g. JOB EVALUATION RECONSIDERATION FORM: Refers to the form approved by the Joint Standing Committee, identified within the Job Evaluation User's Guide, and which must be completed by all employees who request a job evaluation review of an existing position.
- h. JOB ANALYSIS QUESTIONNAIRE: Refers to the questionnaire approved by the Joint Standing Committee, identified within the Job Evaluation User's Guide, and which is used by the JJEC and the Appeals Committee to identify such aspects as a Task Description, Education and Experience Requirements, Working Conditions, etc. for a position and which shall be completed by an incumbent and/or manager.
- i. RATING SHEET: Refers to the form approved by the Joint Standing Committee and identified within the Job Evaluation User's Guide where the position rating performed by the JJEC using the Gender Neutral Comparison System is recorded, which is signed by all JJEC members participating in the rating.
- j. GENDER NEUTRAL COMPARISON SYSTEM (GNCS): Refers to the approved document identified within the Job Evaluation User's Guide. The GNCS has been designed and developed to ensure it is a fair and equitable job evaluation tool for measuring and valuing

the range of job classes found within the bargaining unit positions. The GNCS contains four (4) main criteria: Skill, Effort, Responsibility, and Working Conditions. The GNCS rates these four (4) criteria by breaking them down into a set of sub-factors, and further dividing the sub-factors into a series of measurable levels.

k. RATING SUMMARY SHEET:

This document includes the detailed factor ratings and total points for all positions. The Rating Summary Sheet is included in the Job Evaluation User's Guide. The Rating Summary Sheet is used by the JJEC as a reference point when determining the relative value of positions.

l. PRELIMINARY PAY GRADE:

Refers to the initial pay grade attached to a new position prior to the twelve (12) month review referred to in Article 8.04(d).

m. RECONSIDERATION:

Refers to a job evaluation review of an existing position which could result in a reclassification.

n. RECLASSIFICATION:

Refers to a change in a pay grade or salary band as a result of a job evaluation review.

8.02 JOINT JOB EVALUATION COMMITTEE

A Joint Job Evaluation Committee (JJEC) shall be formed, comprised of three (3) appointed representatives each, selected by each party to this agreement, who shall be empowered to make job rating decisions on behalf of that party. Meetings of the JJEC shall require at least two (2) appointed representatives from each party. An equal number of appointed decision-making representatives of each party will be in attendance before the meeting will proceed. The parties agree to schedule JJEC meetings at agreed-upon regular intervals, at a minimum of every month to attend to any outstanding job evaluation matters. Additional meetings may be scheduled to accommodate any backlog. Resource people and observers may attend meetings. The College shall provide a resource person from the Human Resources Department. The JJEC shall conduct a comprehensive review of all positions every five (5) years (Nov. 2001).

The Union and the College agree that the primary function of the JJEC shall be to determine the rating of new positions, and the adjustment of position ratings as a result of reconsiderations.

The JJEC may make recommendation for changes to the procedures, modifications to the process or supporting documents. These recommendations shall be forwarded to the Joint Standing Committee for resolution.

When there is a direct or perceived conflict of interest or a committee member belongs to the same department as the incumbent(s), the committee member shall absent themselves

from the discussion and from the decision-making on the position's rating.

8.03 RECONSIDERATION OF EXISTING POSITIONS

1. REQUESTS FOR JOB EVALUATION REVIEW:

- a. A request for a job evaluation review may originate from employees (incumbent(s)), the Union, or the College.
- b. Requests must detail the changes which have occurred in the job and/or the ways in which the job description does not reflect the duties and responsibilities of the job, and be made in writing to the Director of Human Resources on a Job Evaluation Reconsideration form provided for the purpose. A sample of this form is included in the Job Evaluation User's Guide.
- c. Copies of all requests for job evaluation review submitted will be provided to the Union Standing Committee within five (5) working days of receipt.
- d. A request for job evaluation review may be rejected by the JJEC if the position has been reviewed and dealt with during the thirty (30) month period before the date of the request, unless the Union Standing Committee and the College agree, or the job description does not reflect the duties and responsibilities of the job.
- e. The Director of Human Resources (or designate) shall forward all Job Evaluation Reconsideration Forms within five (5) working days of receipt to the Joint Job Evaluation Committee.

2. RATING OF POSITION:

- a. Before the JJEC proceeds with a reconsideration, the Committee must receive a copy of the Job Evaluation Reconsideration Form, the current approved job description for the position, and the current Rating Sheet, and any supporting documentation to the process (i.e. previous rating sheet and previous job description). The approved job description shall be the primary document used for the reconsideration. The gathering of information shall involve requesting the incumbent(s) and manager to complete an up-to-date Job Analysis Questionnaire. The incumbent to the position and the manager shall attend a meeting (together or separately) of the JJEC before the final ratings are completed. If the JJEC agrees that the approved job description is not reflective of the duties the Committee will forward the matter to the Joint Standing Committee for resolution within five (5) working days of making that decision. The job evaluation reconsideration for the position will be suspended pending resolution by the Joint Standing Committee. If a resolution is not reached by the Joint Standing Committee in the matter, it will then be referred to arbitration.
- b. Where the approved job description has been changed by the College, the JJEC shall meet to rate each sub-factor of the job, and to establish a new rating for the job. The rating of the job shall be recorded on a Rating Sheet which shall determine the pay grade for the job. The Rating Sheet will be signed off by all the JJEC appointed decision-making members in attendance. A copy of the results shall be forwarded to the incumbent to the position, the manager, and the Union within fourteen (14) calendar days. Additionally, the incumbent to the position, the manager, or the Union may request a copy of the signed-off Rating Sheet.
- c. If the job is rated at a pay grade higher than the existing pay grade, the position shall be placed in the new pay grade and the incumbent's rate of pay shall be adjusted retroactive to the date of request for reconsideration. If the job rating results in a lower pay grade, the incumbent employee shall be exception-rated. The incumbent employee will receive one hundred percent (100%) of the general salary increases that are provided for in this collective agreement or are negotiated in future collective bargaining. However, if the incumbent employee leaves his/her position, and the

vacancy is to be filled, the position will be posted at the applicable April 1, 2000 pay equity target rate.

- d. Either the incumbent(s)/Union or the manager(s)/College may appeal the JJEC decision by submitting a written request stating the reason(s) for the appeal as outlined in Article 8.07 (Disputes, Resolutions, and Appeals). Any such request shall be submitted within fourteen (14) calendar days of the receipt of the Rating Sheet from the JJEC.

8.04 SALARIES FOR NEW POSITIONS

Where the parties agree or the Labour Relations Board decides that a new position is included within the unit, the following procedures shall apply:

- a. The College/manager shall complete a Job Analysis questionnaire for the job and submit it to the Director of Human Resources.
- b. A sub-committee of two (2) Union and two (2) College members of the JJEC shall meet and rate the job based on the Job Analysis Questionnaire, the approved job description, Rating Summary Sheets and other tools such as the GNCS. The pay grade shall be determined based on these ratings and shall be recorded on a Rating Sheet as a "preliminary" pay grade. The Rating Sheet will be signed off by all the JJEC appointed decision-making members in attendance. Additionally, the successful candidate to the position, the manager, or the Union may request a copy of the signed-off Rating Sheet.
- c. If the College proceeds in filling the job, it shall be posted and any person appointed to the job shall be paid the preliminary pay grade.
- d. After twelve (12) months from the date of appointment of an incumbent to the job, and provided the position still exists, the incumbent(s) and the manager(s) shall complete a Job Analysis Questionnaire which shall be submitted, along with an updated approved job description to the JJEC.
- e. The JJEC shall review the current Job Description, Rating Sheet, Job Analysis Questionnaire and rate the job according to the normal procedure, which shall be recorded on a Rating Sheet. The Rating Sheet will be signed off by all the JJEC appointed decision-making members in attendance. Additionally, the incumbent to the position, the manager, or the Union may request a copy of the signed-off Rating Sheet. The pay grade shall be paid to each incumbent effective the date of his/her appointment to the job. If the job rated at a pay grade higher than the existing pay grade, the incumbent's rate of pay shall be adjusted retroactive to the date of appointment. If the job rating results are in a lower pay grade the incumbent shall be exception rated. The incumbent employee will receive one hundred percent (100%) of the general salary increases that are provided for in this collective agreement or are negotiated in future collective bargaining. However, if the incumbent employee leaves his/her position, and the vacancy is to be filled, the position will be posted at the applicable April 1, 2000 pay equity target rate.
- f. Either the incumbent(s)/Union or the manager(s)/College may appeal the JJEC decision by submitting a written request stating the reason(s) for the appeal as outlined in Article 8.07 (Disputes, Resolutions, and Appeals). Any such request shall be submitted within fourteen (14) calendar days of the receipt of the Rating Sheet from the JJEC.

8.05 NEW POSITIONS

A description of all new positions created within the bargaining unit (2.01) will be forwarded to the Union ten (10) working days in advance of implementation. * The applicable job rating information and criteria

including the duties and responsibilities of the position, required qualifications, required knowledge and skills, proposed shifts, and proposed wages and salary band shall be included in this notice. The College agrees to provide the Union, within thirty (30) calendar days, a copy of all new salary bands resulting from the creation of new positions.

If the parties cannot agree within ten (10) working days notice of the new position, the College may fill the position and pay the proposed wages and the position may be filled and worked pending the agreement of the parties through the Joint Standing Committee or the decision of an Arbitration Board or the Labour Relations Board, as the case may be.

8.06 JOB DESCRIPTIONS

New employees will receive a copy of their job description with their appointment package.

Upon request, employees, or the Union, will receive a copy of their job description within ten (10) working days.

Copies of amended job descriptions will be provided to the employee and the Union within ten (10) working days of an official change in a job description.

8.07 DISPUTES, RESOLUTIONS, AND APPEALS

1. APPEALS: _____

INITIATING AN APPEAL:

The Appeal Process may be initiated under Article 8.03 (2)(d) or Article 8.04(f) by the incumbent(s) to the position/Union or the manager(s)/College submitting a written request to the Director of Human Resources who shall forward it to the Appeals Committee. The request for appeal must include the reason(s) for the appeal, which shall meet the criteria for appeals outlined below. Any such request shall be submitted within fourteen (14) calendar days of the receipt of the Rating Sheet from the JJEC.

CRITERIA FOR APPEALS:

- a. Identification of identical or substantially similar position(s) which have been rated differently; or
- b. An explanation of the occurrence or extenuating circumstances, which may have affected the job evaluation; or
- c. A violation of Article 8.0

APPEALS COMMITTEE:

The Appeals Committee shall consist of three appointees from the Union and three appointees from the College who shall be empowered by the parties to this agreement to render a final and binding decision on any appeal submitted under this process. The appointees to the Appeals Committee shall be appointed on an annual basis effective January 1 of each year. The parties agree that appointees will not include current or immediately-past JJEC members. The College agrees that at least one (1) of its appointees will be a Senior Executive.

APPEALS PROCESS:

- a. The Appeals Committee will review the written appeal, using the Criteria for Appeals listed herein, and determine if an appeal will be accepted or denied. The incumbent to the position and the manager will be notified in writing of this decision no later than five (5) working days following the Committee decision.
- b. If an appeal is accepted by the Appeals Committee, every effort will be made to resolve the matter by the Committee. This process may include requesting a Job Evaluation Reconsideration Form from the appellant, interviewing the incumbent(s) and the

manager(s), requesting completion of a Job Analysis Questionnaire, meeting with the JJEC, or other methods determined by the Committee. Both the incumbent to the position and the manager will be notified in writing of the Appeals Committee decision. The Appeals Committee shall have twenty (20) working days to resolve the matter.

- c. If the Appeals Committee cannot reach a resolution to an appeal then the appeal will be forwarded to arbitration.

2. RESOLUTION OF JJEC DISPUTES:

In the event that the JJEC cannot reach consensus on the evaluation of a position, the Committee will provide a written summary outlining the areas of dispute and the rationale for the differing viewpoints. The summary shall be sent to the Joint Standing Committee with copies forwarded to the incumbent to the position and the manager no later than five (5) working days following the JJEC meeting. The Joint Standing Committee will have twenty (20) working days to resolve the dispute. If a resolution is not reached in the matter, it will then be referred to arbitration.

3. ARBITRATION OF APPEALS AND JJEC DISPUTES:

In the event an appeal or a JJEC dispute is arbitrated, the parties agree that, where possible, it is preferable that the arbitrator shall have a knowledge of job evaluation.

The Arbitrator shall be supplied with all the documentation, existing evaluation results, job specifications, as well as individual position ratings for all jobs within the unit prior to the arbitration hearing.

ARTICLE 9 - PROMOTION, TRANSFERS AND STAFF CHANGES

9.01 JOB POSTINGS

a. Job vacancies will be filled with qualified applicants having regard to the necessary job-related knowledge, (Article 3.10), skills, seniority and abilities for the position as prime consideration. A deficiency in job-related knowledge shall not, by itself, eliminate a qualified applicant from consideration. Where qualifications are considered to be relatively equal by the College, the position will be awarded to the senior applicant within the bargaining unit.

All job vacancies (except recalls from lay-offs) where the anticipated term of employment is greater than three (3) months shall be posted on the College's bulletin boards for a minimum period of six working days. The appearance of the advertisements outside the College, should the College deem outside advertising advisable, shall not be in advance of an internal posting.

When a job in a given department is vacant, the job has been posted, and not more than ninety (90) days has elapsed since the closing date of the posting, it is not necessary for the College to re-post. Selection may be made from the previous or last posting at the discretion of the College.

b. A copy of the job posting notice shall be sent to the Union. The notice shall identify the duties and responsibilities of the position, the salary band and pay rate.

9.02 PROMOTIONS

Where an eligible applicant disagrees with the College's judgement, the applicant or the Union shall have the right to grieve the decision in accordance with Article 16.06 (Grievance Steps).

For the purpose of grievance only, under this article an "eligible applicant" is defined as anyone who has successfully completed the probationary period as set forth in Article 3.08.

9.03 FAMILIARIZATION PERIOD ON PROMOTION

When promoted, the employee shall be in a familiarization period of one (1) month. At the discretion of the College, the familiarization 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 or to another position with no loss of their former salary.

9.04 FAMILIARIZATION PERIOD ON TRANSFER

When transferred, the employee shall be in a familiarization period of one (1) month. At the discretion of the College, the familiarization 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 or to another position with no loss of their former salary.

9.05 WRITTEN INFORMATION TO EMPLOYEES

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

- a. written job descriptions 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.

9.06 WRITTEN REASON

An employee who has not been accepted for a promotion or transfer shall receive from the Human Resources Department a verbal reason for the rejection, including an outline of the areas in which he/she was not qualified. Upon request by the employee, the reason(s) for the rejection shall be given in writing within five (5) working days of the date of request.

An employee who does not possess the required formal qualifications or skills for a position shall be given advice and an opportunity (per 17.05) to upgrade their skills in order to qualify for future vacancies, if this can be accomplished within a reasonable period of time.

ARTICLE 10 - SENIORITY

10.01 SENIORITY DEFINED

The College recognizes the principles of seniority in the administration of lay-offs and recalls, and job postings as described in Article 9.01(a). Service seniority is defined as total length of service with the College as an employee within the bargaining unit as defined in Article 2.01.

10.02 SENIORITY LISTS

The College shall maintain seniority lists showing the employee's name, date upon which each employee's service seniority commenced, and position title. Seniority lists shall be updated each May and November with copies to be distributed to the Union.

10.03 ACCUMULATION OF SENIORITY

- a. Service seniority shall be earned by all employees in accordance with the specific provisions contained in the Collective Agreement including Articles 10.03, 10.04, 10.05, 10.06, 10.07, 10.08, 3.05, 3.06, and 3.07.
- b. Service seniority shall be accrued by salaried employees on the basis of calendar months of service.
- c. 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.

Effective August 1, 1997 the calculation of service seniority from that date forward for hourly paid employees shall be:

Months of Service = Total Hours Divided by 151.67 rounded to the next highest month.

- d. When an employee loses his/her seniority (as described in Article 10.05) and at a later point re-enters the bargaining unit, the new date of entry will become the employee's date of hire for seniority purposes.
- e. An employee who accepts multiple appointments shall have all hours worked in each employee category, as defined in Article 3 (excluding casual), calculated as one person for the purpose of accruing seniority within that category to a maximum of full-time hours.

10.04 ACCRUED SENIORITY DURING APPROVED LEAVES

All employees shall continue to accrue seniority to a maximum of six months during an approved leave of absence, except for leaves as described in Article 21.06 (Political Leave) in which case the maximum shall be twenty-four (24) months. Thereafter the employee's seniority shall be maintained unless lost by reason of the provision of Article 10.05. *

10.05 LOSS OF SENIORITY

An employee shall not lose seniority rights if he/she is absent from work because of sickness, accident, lay-off or leave of absence approved by the College, except in the following instances:

- a. He/she is dismissed for just cause;
- b. He/she resigns in writing. An employee resigning shall sign a form stating his/her voluntary termination. By signing the form, an employee is requesting all monies to be paid and renounces all seniority and employment rights.
- c. Unless an employee signifies his/her intention to return to work within forty-eight (48) hours after being recalled, * and unless within eight (8) working days of being recalled, he/she returns to work or gives a legitimate reason for being unable to do so, he/she will be struck off the seniority list;
- d. He/she fails to return to work upon the expiry of an approved leave of absence;
- e. An employee is transferred to or is the successful applicant for a position outside of the bargaining unit for a period in excess of six (6) months. In these circumstances, an employee will lose seniority rights and be removed from the seniority list. If the period outside of the bargaining unit is less than six (6) months, he/she shall retain his/her seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority until the employee returns to the bargaining unit.

*

10.06 SENIORITY RETENTION

Seniority shall be retained by employees on lay-off for a period of six (6) months. In addition, employees with more than six years of service seniority will retain their seniority rights for a period time equal to one (1) month for each year of service over six years. However, employees can only accrue seniority rights to a maximum total of twelve (12) months.

10.07 RECALL

Definition: a calling back to fill the last position held within the bargaining unit as provided for in Article 10.07(b).

a. Recall List: In case of lay-off an Employee Recall List shall be established. Employees shall be listed on the recall list, unless otherwise indicated by the employee in writing.

b. Employees Laid off: An employee who has been laid-off shall have the right of first refusal to their previously held position should it become available during the recall period, and in such an event the job posting procedure (Article 9.01) shall not be applicable. All other positions shall be filled in accordance with the job posting procedure and employees on lay-off shall be sent copies of such postings by regular mail.

c. Length of Recall: An employee shall remain on the Recall List in accordance with the provisions of Article 10.05 and Article 10.06.

d. The College will communicate with employees at the address and telephone number left with the College. In the case of recall to an employee's previously held position (Article 10.07(b)), a registered letter and a telephone call directed to the employee at the last address left with the Human Resources Department shall be deemed sufficient notification. It shall be the employee's responsibility to keep the College informed of his/her current address and telephone number during the period of lay-off.

10.08 RECALL PROVISIONS

When an employee is recalled from lay-off, or is on the recall list and the successful applicant on a job posting, then:

If an employee is laid off under the provisions of Article 11 – Lay-off, the previous period of employment and the lay-off period will be included for the purpose of his/her seniority calculation, but not for wages or vacation entitlement. It is specifically agreed that the seasonal break will not be included in the seniority calculation.

He/she will be eligible for the next statutory holiday.

If an employee on the recall list is the successful applicant on a job posting, it is agreed that he/she shall serve the probationary period described in Article 3.08. 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 the recall list and shall be entitled to full seniority retention in accordance with Article 10.06 commencing from the date of return to the recall list.*

ARTICLE 11 - LAYOFF

11.01 LAY-OFF CONSULTATION PROCEDURE

In the event of a contemplated reduction of staff, the College shall advise the Standing Committee of the Union and shall give them the relevant information relating to the situation. The Union will be given the opportunity to discuss and recommend possible alternatives to lay-off.

The intent of these discussions will be to ensure that priority is given to the protection of:

- a. employment with the College, or
- b. a similar position to the employee's existing position, or
- c. the employee's existing position.

11.02 LAY-OFF PROCEDURE

a. When a reduction of staff is necessary, the affected employee(s) shall be advised in person, and the following procedure shall be adopted within the department:

1. Employees serving a probationary period, except as described in 9.03 (Promotion) and 9.04 (Transfer), will be laid off on the basis of last hired, first laid off,

2. Thereafter employees will be laid off on the basis of service seniority.

*

11.03 DISPLACEMENT (BUMPING)

Employees serving a probationary period (except as described in Article 9.03 (Promotion) and 9.04 (Transfer) shall not have displacement rights.

Unless specified otherwise in this Agreement, employees shall have the right to displace bargaining unit employees with less seniority, providing they have the qualifications, skills and abilities to perform the job.

Employees exercising their bumping rights as per this article, and who displace bargaining unit employees with less seniority;

- i) within the same salary band, shall be paid at their current rate;
- ii) within a lower salary band, shall be paid the Pay Equity Target Rate for that band;
- iii) within a higher salary band, shall be paid at the same rate of pay as the previous incumbent in the position, or the April 1, 2000 Pay Equity Target Rate, if the incumbent was exception-rated.

11.04 LAY-OFF PROVISIONS

The College shall not release an employee without giving the employee, in writing, at least:

1. two (2) weeks' notice, or pay in lieu of notice, where the employee has completed a period of employment of at least six (6) consecutive months, and

2. after the completion of a period of employment of one (1) consecutive year, two additional week's notice, for each subsequent completed year of employment up to a maximum of twenty (20) weeks' notice, or pay in lieu of notice.

The College further agrees:

- a. The right of employees on the recall list to contribute to benefit plans under this Agreement shall continue for the period of seniority retention, subject to the provisions of Articles 10.05 (Loss of Seniority) and 10.07 (Recall). This provision is subject to Carrier conditions and with the understanding that the employee bears the full premium cost.
- b. An employee in receipt of lay-off notice may elect to take any accrued holidays prior to being considered in a lay-off status.
- c. Personnel on lay-off will not be considered College employees except for the purposes of benefit coverage described in 11.04 (a) and recall rights as described in 10.05 and 10.07.

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.

On termination by an employee of his/her employment, the employer shall within six (6) days after the date of termination of employment pay to the employee all wages owing to him/her.

12.02 ABSENCE WITHOUT LEAVE

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

12.03 FAILURE TO REPORT FOR DUTY

An employee who fails to report for duty for three (3) consecutive working days without informing the College of the reason for his/her absence shall be presumed to have abandoned his/her position (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.

ARTICLE 13 - HOURS OF WORK

13.01 STANDARD WORK DAY AND STANDARD WORK WEEK

Except as limited or modified by this Article, the standard workday 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.

The parties agree that modification of the two consecutive days off per work week is permitted with the written agreement of the affected employee. This is understood to be applicable for the following job categories:

Library Assistant I
 Library Assistant II
 Cafeteria Assistant I, including Dishwasher, Short Order Cook
 Cafeteria Cashier
 Gym Clerk, Evenings

It is agreed that other job categories may be added with the mutual agreement of the parties.

13.02 MODIFIED WORK WEEK

It is agreed that the College may, for a specified period of time, introduce modified work week scheduling which shall alter the maximum number of hours worked in any standard work week provided there is acceptance by the majority of affected employee(s) in the department 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,
- in excess of six (6) and up to 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,
- in excess of five (5) and up to six (6) working hours - one meal period of thirty (30) minutes, and two (2) fifteen (15) minute breaks,
- in excess of four (4) and up to five (5) working hours - one meal period of thirty (30) minutes, and one (1) fifteen (15) minute break, up to four (4) working hours - one (1) fifteen (15) 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 workday shall be between the hours of 7:00 a.m. and 7:00 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 Union Standing Committee.

13.07 POSTING OF SHIFT SCHEDULES

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

The College may introduce an emergency shift change providing they give the employee twenty-four (24) hours' notice and providing the employee approves the change. Such approval will not be unreasonably withheld.

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 (3 1/2) hours of the second shift to be paid at overtime rates.

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

The College will attempt to distribute overtime as fairly and equitably as is practical. 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. 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).

e. An employee who works a designated holiday, as defined in Article 18, shall receive double time for all hours worked on that day and the 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.

An employee who is called out will be compensated for cab fare, to and from the College, or the mileage per C.N.C. expense rates.

14.05 OVERTIME MINIMUM

An employee may be required to work for up to fifteen (15) minutes beyond the normal seven (7) hour work day without additional compensation. However, it is understood that the employee's following work day will be reduced by an equal amount of time. Any authorized time in excess of fifteen minutes will be paid at overtime rates, with a minimum of one (1) hour being earned.

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 paid break. The break may be taken before, during or after the overtime period.

ARTICLE 15 - DISMISSAL, SUSPENSION AND DISCIPLINE

15.01 No employee shall be disciplined, suspended or dismissed except for just cause.
Demonstration of just cause is the responsibility of the College.

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15.02 RIGHT TO SHOP STEWARD REPRESENTATION

An employee has the right to Shop Steward or Union Executive representation in any disciplinary matter. A disciplinary matter, for the purposes of this Article, is defined as any written censure to be put on the employee's personnel record, exclusive of performance evaluations. In the event of formal discipline by verbal censure, an employee has the right to shop steward or union executive representation.

15.03 RIGHT TO GRIEVE

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

15.04 UNJUST CAUSE

In all cases of suspension or dismissal 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 dismissed, 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.

15.05 PROGRESSIVE DISCIPLINE

The value of progressive discipline with the aim of being corrective in application is recognized by both parties. Therefore, except in extreme cases such as gross misconduct, discipline or dismissal for just cause should be preceded by a documented record of some or all of the following: counseling, warnings (written or oral) and/or suspensions.

15.06 ADVERSE REPORTS

The College shall notify an employee in writing of any expression of

dissatisfaction concerning his/her work within ten (10) working days of the event of the complaint, with a copy to the Chair of the Union Standing Committee. This notice shall include particulars of the work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become a part of his/her personnel file for use against him/her at any time. The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of his/her personnel file.

15.07 PERSONNEL FILES

During normal working hours, and in the presence of a Human Resources Department staff member, every employee has the right of access to his/her personnel file. 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. At an employee's request, the College shall add an employee's response to any document in his/her personnel file.

The College agrees that there shall be only one personnel file for each employee and that no report relating to the employee's conduct or performance may be used against him/her in the grievance procedure nor at arbitration unless such report and any written memos/letters used as the basis for the report are part of the personnel file.

Employees are advised that the Human Resources Department maintains a Job Evaluation file for each job description in the College, which contains all information related to a specific position including any submissions or correspondence from an incumbent employee concerning that position. An employee is entitled to review the Job Evaluation file in the presence of a Human Resources Department staff member.

Documents of a disciplinary nature shall be removed from an employee's personnel file after a period of:

- a. 36 months for discipline which involves a suspension or an issue which involves the health and safety of students.
 - b. 24 months for all other discipline
- provided there has been no further infractions within the above time limits.

15.08 SUSPENSION

Suspension shall be preceded or accompanied by written notice, including the duration of the suspension and a statement of reasons. A copy of the notice shall be provided to the Union Chair of the Standing Committee and the Union President.

1. In cases of suspension, the President shall report the action to the Board with a statement of his/her reasons.
2. An employee, in accordance with Section 26.(4), College and Institute Act 1979, may appeal the suspension to the Board.

Suspension of a non-probationary employee may be with or without pay and benefits. However, consistent with a progressive disciplinary model, an episode of suspension with pay and benefits will normally precede an episode of suspension without pay and benefits.

15.09 DISMISSAL

1. When the President determines that there is just cause for dismissal, he/she shall notify the employee and the Union Chair of the Standing Committee, in writing, with a copy to the Union President, outlining the reasons for this determination and stating any charges which have been made and by whom they were made.
2. Within seven (7) calendar days of such notification, the President shall meet with the employee for a full and frank discussion of the reasons for the proposed dismissal. Each party may be accompanied by observers or advisors of his/her choice. Within four (4) calendar days of the meeting:
 - a) the President may decide to withdraw dismissal proceedings, or
 - b) the employee may decide to offer his/her resignation, or
 - c) the President may decide to recommend dismissal to the Board.
3. The employee shall have the right to appear before the Board at the time a recommendation for dismissal is made, and to present or have presented his/her arguments to the Board. He/she may be accompanied by observers or spokespersons of his/her choice.
4. The Board shall notify the employee and the Union Chair of the Standing Committee, with a copy to the Union President, with respect to any dismissal recommendation, in writing, within seven (7) calendar days after such a decision has been reached.
5. Full pay and benefits shall continue during the period of the dismissal proceedings. Upon written receipt by the employee of the Board's dismissal recommendation, pay and benefits shall cease.

ARTICLE 16 - ADJUSTMENT OF COMPLAINTS

16.01 GRIEVANCE PROCEDURE

The College and the Union 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 Union shall submit the grievance, in writing, directly to Step 2.

Grievances arising out of unjust dismissal disputes shall commence the grievance procedure at Step 2. Grievances arising out of the failure to resolve classification disputes to the satisfaction of the employee shall commence the grievance procedure at Step 3.

It is understood that in all discussions concerning grievances, any National Union Representative may accompany the Union in their meetings with College Officials.

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 if 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 and/or the arbitration procedure described in 16.09(d).

16.04 FAILURE TO COMPLY WITH TIME LIMITS

Failure by the Union 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 Chair.

When required, the Union shall appoint a three member Standing Grievance Committee, comprised of members of Local #29, one member of which shall be designated as Chair.

The Standing Grievance Committee, or its representative, shall, as provided in Step 2 of the Grievance Procedure, 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 Union. Where a decision has been made by the Union 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 Union and to the College administration.

16.06 GRIEVANCE STEPS

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

Step 1

The date of receipt of the complaint shall be within ten (10) working days of the occurrence of the alleged grievable act. An employee who has a formal grievance shall first go to the Director or Manager directly in charge of the department. The employee shall be accompanied or represented by a Steward or a designated representative of the Union. 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 Union within the specified time limits.

Step 2

If the grievance is not resolved within five (5) working days of Step 1, it should be referred to the Standing 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 Union shall submit the grievance, in writing, to the President within ten (10) working days of receipt of the reply as set out in Step 2. The Union and the President shall meet within five (5) working days of the receipt of the grievance. The President shall submit a written reply within five (5) working days of the meeting.

If the grievance is not resolved at Step 3, the Union may refer the grievance to Arbitration or to the Early Intervention Procedure. The Union shall submit a written notice of intent to proceed to arbitration to the College within five (5) working days.

16.07 COLLEGE GRIEVANCE

Grievances formally initiated by the College shall be submitted in writing within ten (10) working days of the occurrence of the alleged grievable acts at Step 2 of the Grievance Procedure.

16.08 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 by mutual agreement of 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) working days of the date of receipt of request; and, for those five (5) working 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 16.09 (Arbitration).

c. Each party to the Early Intervention Procedure shall pay its own expenses and costs and one-half (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 Relations Code of British Columbia, the Minister of Finance authorizes payment towards this procedure in which case the share shall be one-third each.

16.09 ARBITRATION

The Arbitration Board shall consist of one member who shall be selected through the mutual agreement of the parties.

a. The Arbitration Board may determine appropriate procedures in accordance with the Labour Relations 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 of the compensation and expenses of the Arbitration Board and of stenographic and other expenses of the Arbitration Board.

d. When a grievance proceeds to arbitration, the hearing shall be held within sixty (60) days of the written notice from the College or the Union.

ARTICLE 17 - CAREER DEVELOPMENT**17.01 PURPOSE OF CAREER DEVELOPMENT AND ON-THE-JOB-TRAINING**

The College recognizes its responsibilities for the on-the-job training of its employees and will make every effort to train employees as necessary under the direction of qualified personnel, in order that the employee may perform the duties outlined in the position description, to maintain the efficient operation of the College at all times.

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, at the same time recognizing the employees' responsibilities in these matters.

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 Human Resources Department.

17.03 SUPPORT FOR JOB RELATED TRAINING AT CNC

When the College authorizes an employee to enrol in a course, training program, or seminar, for the purpose of advancing the employee's job related skills; and upon completion of the course, training program, or seminar, the College shall reimburse the cost, 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.

When the College requires an employee to enrol in a course, training program or seminar, the College shall bear the full costs, 17.03 as described above, in advance.

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). If an employee attends a course, training program, or seminar on a statutory holiday, he/she will be entitled to a day off with pay in lieu of the statutory holiday.

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 and the cost of the course, training program or seminar will be at the expense of the employee.

17.04 COLLEGE COURSES

Regular, Seasonal and Special Employees their spouses and dependent children, 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, spouse or dependent children on the first day of class. If there is a vacant seat on the first day of class and an employee, spouse or dependent child has guaranteed a seat by paying the tuition, he/she shall be entitled to a tuition refund for the course. If a seat becomes vacant after the first day of class and there is no prospective fee-paying student on a wait list, and an employee, spouse or dependent child has not guaranteed a seat by paying the tuition, he/she shall be exempted from paying tuition fees.

Admission requirements shall apply to all prospective students and shall not be waived for the purposes of this article.

The prospective student is not exempted from any other non-tuition fees or material costs which students may be required to pay, or from any other requirements students are expected to fulfill.

For the purposes of this article, dependent children shall be defined as children under the age of twenty-five (25) years residing with the employee.

17.05 SKILLS DEVELOPMENT

The College and the Union 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, Regular, Seasonal and Special Employees, having been employed by the College for 3 months, 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.

Upon execution of this Agreement, the College will establish a Skills Upgrading Leave Allowance of three hundred and sixty (360) days of paid leave. The Skills Upgrading Leave Allowance will be "topped up" each April 1st to the level of three hundred and sixty (360) days of paid leave available. Regular, Seasonal or Special Employees may submit Skills Upgrading Leave proposals to the Human Resources Manager who will administer the Leave Allowance and the College shall provide the Union Standing Committee with a report on the use of the Allowance semi-annually, JUNE 30th and DECEMBER 31st.

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. Where the College and the Union agree, a paid holiday (as per Article 18.01) may be rescheduled at a mutually agreeable time.

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 receive double time for all hours worked on that day and the holiday shall be rescheduled to a time mutually agreeable to the employee and the College (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

Subject to Article 7.04 (Right to Refuse to Cross Picket Lines), regular employees shall not have their pay reduced by virtue of holidays specified in Article 18.01 and 18.06. 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 official declaration.

An employee required to work a College holiday shall receive double time for all hours worked on that day and the holiday shall be rescheduled to a time mutually agreeable to the employee and the College (per Article 14.03(e)).

ARTICLE 19 - VACATIONS

19.01 ANNUAL VACATION ENTITLEMENT

a. Regular full-time employees shall be granted vacation with pay on the following basis:

1. 1.25 days per month from anniversary date (25.03) to month 48 inclusive,
2. 1.67 days per month from month 49 to 96 inclusive,
3. 2.08 days per month from month 97 to 156 inclusive.
4. 2.50 days per month from month 156 onwards.

Only that vacation which has been earned may be taken at any given date subject to (c) below.

b. 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 on each pay cheque for the vacation period on a pro rata basis as per (a) above, according to the actual hours worked in the calendar year.

c. Probationary employees will not normally be allowed to take vacation until after their probationary period has been served.

d. Vacation in excess of one year's entitlement shall not normally be carried forward from one fiscal year to the next. Approval to carry the excess vacation entitlement forward may be requested by application to the appropriate Department Head before February 1st.

e. The College agrees to supply each employee with a report of unused vacation entitlement on a regular basis.

19.02 VACATION SCHEDULING

By April 30th of each year, an employee in a department will recommend a vacation schedule to be submitted to the department head or designate for approval. Acceptance or rejection of such vacation requests will be given by May 31. The schedule may be changed thereafter at the request of the employee if acceptable to the department concerned.

Conflicts in vacation scheduling will be settled by the department supervisor, with seniority in the department as the prime consideration.

When requested by an employee, an employee shall be entitled to schedule a minimum vacation period of ten (10) consecutive working days.

Where an employee wishes to split a vacation period any other choice of vacation time shall be made only after all other employees have made their initial selection.

19.03 PAY CHEQUES

Employees may, upon giving a minimum of fifteen (15) working days advanced written notice to the Human Resources 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. These cheques will be dated for the last working day prior to their vacation period.

19.04 NO TERMINATION, LAY-OFF OR LOSS OF SENIORITY

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

ARTICLE 20 - SICK LEAVE

20.01 NOTIFICATION. PROOF OF ILLNESS. AND FAMILY SICK LEAVE

- a. 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 (2) 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 27.03.

In case of 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.

- b. An employee is entitled, upon approval by the Divisional Director or Manager, to use annual sick leave entitlement up to a maximum of ten (10) days per entitlement year (20.02) for family sick leave purposes in the following circumstances:
1. 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
 2. when a spouse or dependent child is hospitalized, or
 3. in the event of the birth or adoption of a child.

Such approval will not be unreasonably withheld. For the purposes of this article, "immediate family" is defined as an employee's spouse and any of the following relatives of an employee: parent, parent-in-law, step-parent, child, step-child, foster child, brother, sister, grandparent, grandparent-in-law, grandchild; or any other person permanently residing in the employee's household, and any other person with the approval of the appropriate Vice-President. The word "spouse" shall be deemed to include a common-law spouse.

20.02 SICK LEAVE ALLOTMENT

A full-time employee shall accumulate sick leave credits on the basis of one-and-one-half (1.5) 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 on one hundred and twenty (120) working days sick time.

In addition, if an employee has used the ten (10) days of family sick leave in an entitlement year (Article 20.01) and the employee requires up to twelve (12) days of paid sick leave for use in a personal disability in the same year, then the College agrees to grant up to four (4) days of additional paid sick leave. It is understood that there will be no banking of the additional sick leave time into subsequent years except in the case of an employee who has used family sick leave to the extent that he/she does not have a possible twelve (12) days of personal sick leave in an entitlement year.

For the purposes of this Article, the entitlement year should be based on the employee's initial commencement date with the College.

20.03 SICK LEAVE PAYMENT

Sick leave credits may only be used for illness (subject to 20.01) or in accordance with the Wellness Incentive Plan Letter of Agreement. In the event that an employee's absence exceeds their accumulated sick credits, the employee may borrow against future earned sick leave provided that a qualified medical practitioner certifies that the employee is seriously ill, that the nature of the illness is specified, and that the employee's request for leave is submitted in writing. The borrowed leave entitlement shall be limited to the amount of benefits that the employee would otherwise be entitled to under the Employment Insurance Act. In the event that an employee's absence exceeds this amount, 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 Union will agree to a special 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 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 for a maximum period of

twelve (12) months. 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..

If an employee receives benefits under the Disability Insurance Plan (LTD), the College shall pay to the employee the difference between the benefit and the employee's full salary for as long as the accumulated and borrowed sick leave credits permit. In such cases, the charge against the employee's sick leave credits shall be in the same proportion that the College's payment bears to the full salary of the employee computed at the end of each month to the nearest half-day.

20.06 STATUS REPORT

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

20.07 OCCUPATIONAL DISABILITY

An employee prevented from performing his/her regular work with the College on account of an occupational disability that is recognized by the Workers' Compensation Board as compensable within the meaning of the Act shall continue to receive his/her regular salary provided that the Workers' Compensation Board payments are paid directly to the College for the absence. If an employee suffers a disability for which the payment is in dispute with the Workers' Compensation Board the employee shall continue to receive his/her regular salary subject to the provisions of Article 20 (Sick Leave). If the Workers' Compensation Board claim is subsequently established the employee will then repay the College for the sick leave payment received.

20.08 RETIREMENT PAYOUT

Upon resignation for the purposes of retirement and when a regular employee has fulfilled the retirement requirements under the Municipal Pension Plan said employee shall be paid the cash equivalent to his/her accumulated sick leave up to a maximum of sixty (60) days. The cash equivalent shall be at the rate of pay in effect immediately prior to retirement.

ARTICLE 21- BEREAVEMENT AND OTHER LEAVE**21.01 BEREAVEMENT LEAVE**

In the case of bereavement in the immediate family, a Regular, Seasonal or Special 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, step-parent, child, step-child, foster child, brother, sister, grandparent, grandparent-inlaw, grandchild; or any other person permanently residing in the employee's household, and any other person with the approval of the appropriate Vice-President. 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. The employee shall turn over to the College any monies received for a court appearance. Leave of absence to appear in one's own defence will be without pay.

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 from general leave, the employee is assured, subject to the provisions of Articles 10 and 11, (Seniority and Lay-off) of resuming a position of equivalent salary level.

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 the emergency absence which the employee wishes to have treated as general leave.

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 Human Resources Department.

21.06 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 President, 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 four (4) 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 special appointment for the duration of the leave.

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 President 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 special appointment which may, if necessary, be renewed for a second year.

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 eleven weeks before the expected date of confinement to no later than six 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. The College shall maintain existing coverage for medical, supplementary health, dental and group life insurance, subject to Carrier conditions. Upon granting an extension of a leave, subject to 22.02, a procedure will be provided for the employee to continue fringe benefits at his/her own expense.
- c. The parties agree that any job position vacancies created by the granting of maternity/legal adoption leave shall be filled on a temporary basis in accordance with Article 9.01 (Job Postings). When the employee indicates within the time permitted, in writing, that she/he is not returning to that position such a vacancy shall be reposted.

Where the employee on leave returns to the position within the prescribed time limit, she/he shall resume her/his prior job position or its equivalent with all wages, benefits and seniority as determined by this Agreement. Where a maternity or legal adoption benefit provided by the Employment Standards Act is superior to the provisions outlined herein, the provisions of the Employment Standards Act shall apply (not withstanding the provisions of Section 2 of the Employment Standards Act).

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 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 Union and the College agree that regulations made pursuant to the Workers' Compensation Act, the Factories Act or any other statute of the Province of British Columbia pertaining to the working environment shall be fully complied with.

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 any employee who justifiably refuses to work under unsafe conditions would not be subject to discipline. Suspected unsafe conditions should be reported to the Safety & Security Manager who will ensure that the work area has been made safe in accordance to 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 department and/or
- b. alters significantly the basis on which this Agreement was negotiated,

a technological change shall have occurred.

For the purpose of this Agreement, the term "technological change" 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 Union with three (3) months notice of intention to introduce a technological change as defined in Article 24.01 of this Agreement.

24.03 RETRAINING/JOB SECURITY

- 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.

- 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 two weeks' notice or pay in lieu of notice, where the employee has completed a period of employment of at least six (6) consecutive months; and after the completion of a period of employment of one (1) consecutive year, two additional weeks notice for each subsequent completed year of employment up to a maximum of twenty (20) weeks notice or pay in lieu of notice.

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

ARTICLE 25 - SALARIES25.01 SALARIES

The salary schedule for employees within the bargaining unit shall be increased by one percent (1.0%) across-the-board effective December 1, 1997. The salary schedule shall be increased by a further two percent (2.0%) across-the-board effective November 1, 2000. In accordance with the guidelines of the Public Sector Employers Council (PSEC), this increase will apply for the twelve month period from November 1, 2000 (since the total compensation increase for that twelve month period is limited to 2.0%).

*

25.02

RATE OF PAY ON PROMOTION/TRANSFER

- a. In the event an employee is promoted, the employee's rate of pay will be adjusted by an amount equal to the difference between the Pay Equity Target Rate of their current salary band and the Pay Equity Target Rate of the new salary band, up to the maximum of the Pay Equity Target Rate for the new position. Example: An employee is promoted from a position in Salary Band C to a position in Salary Band D, difference in bands (Dec. 1/97 rates) = \$1.25/hour increase in pay .
- b. A promotion will not affect an employee's * 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.
- c. In the event an employee is transferred to a position within the same salary band he/she shall retain his/her current rate of pay. An employee who is transferred to a position in a lower salary band shall be paid the current Pay Equity Target Rate for that band.
- d. A transfer will not affect an employee's anniversary date,* or entitlement to fringe benefits.

25.03 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.

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

25.04 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 (25.03) 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.

25.05 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 in writing by the Vice-President or President to an acting position for a period of one (1) or more consecutive working days he/she will be paid at the incumbent's rate of pay or the April 1, 2000 Pay Equity Target Rate, if the incumbent is exception-rated.

If an employee occupies the same position on an acting appointment, excluding replacement for an employee on an authorized leave, for twelve (12) consecutive months, the College shall post the position or discontinue it.

25.06 SALARY OVERPAYMENTS

It is understood and agreed that it is the responsibility of the employee to inform the College immediately upon becoming aware of any suspected salary overpayment. In the interests of minimizing any financial hardship, the College agrees that it will recover salary overpayments at the same rate as they were paid. The parties agree that this clause will constitute the written assignment required of the employee for repayment.

25.07 SHIFT DIFFERENTIAL

Shift differential, calculated as four percent (4.0%) of the pay equity target rate for Pay Grade A, shall be paid for all hours worked which fall outside the normal work day (as per Article 13.04(b)).

25.08 RATE OF PAY FOR NEW HIRES INTO EXISTING POSITIONS

A new employee who is hired into an existing position shall be paid the same rate of pay as the previous incumbent in the position, or the pay equity target rate whichever is less.

ARTICLE 26 - FRINGE BENEFITS**26.01 FRINGE BENEFITS FOR FULL-TIME EMPLOYEES**

Unless a 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 and Travel Rider 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.
- e. Those employees who work in shop/lab areas who can demonstrate damage to spectacle lenses as a result of metal sparks, abrasion, chemical etching or flying objects, experienced at work shall receive 100% reimbursement of their lens replacement cost from the College. This reimbursement provision is limited to one claim per working year.

26.02 FRINGE BENEFITS FOR PART-TIME EMPLOYEES

- (a) Part-time employees, who work twenty-five (25) 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

- (b) Part-time employees, who work between 15-24 hours per week, may participate in the following fringe benefits (subject to Carrier Conditions) on a 50/50 cost shared basis.

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

- (c) Part time employees with fluctuating hours may participate in the aforementioned fringe benefits (Subject to Carrier Conditions) the first of the month following achievement of the required hours.

Part time employees with fluctuating hours will become ineligible for benefits the first of the month following a decrease which takes him/her below the required number of hours.

26.03 EMPLOYEE AND FAMILY ASSISTANCE PROGRAM

An Employee and Family Assistance Program is established for PPWC employees and their families. The cost of the benefit to the employee shall be shared equally between the College and the employee. Terms and conditions of the program shall be as agreed in the EFAP contract.

26.04 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: Employment Insurance, Canada Pension Plan and Municipal Superannuation Plan where applicable.

26.05 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 Union nor the College has responsibility for ensuring that all the requirements for eligibility 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 Union will make every effort to provide promptly any information regarding the plans available to any employee requesting it.

26.06 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 PYRAMIDING**

a) The Union 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 compensation; changes in employment status; call out compensation; lay off or recall positions; or any other benefit entitlement not listed in the following paragraph.

b) Employees holding more than one bargaining unit position may compound the positions for the purpose of entitlement to fringe benefits covered under Articles 26.01, 26.02, 26.03, & 26.04; sick leave allotment 20.02; and accumulation of seniority 10.03 (e) to a maximum of full time entitlement.

27.02 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 position for which the employee is hired;
2. the starting date of the employment of the employee;
3. term of appointment or whether the term is definite or indefinite;
4. the regular scheduled hours and days to be worked per week;
5. subject to the provisions of Article 13, (Hours of Work), 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.
6. the minimum guaranteed hours for part-time employees whose hours may fluctuate and when layoff would occur.

b. the hiring form above described will be used for determining the category of employment for the purpose of this Agreement.

27.03 MODIFICATION OF 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.

27.04 CONTRACTING OUT

(a) The employer shall not contract out work regularly performed by classifications set out in this agreement without prior consultation of the Joint Standing Committee on Contracting Out. In addition, it is not the intent of the Union to limit the College's ability to contract out work that has been contracted out on or prior to January 29, 1983.

(b) The purpose of the Joint Standing Committee on Contracting Out shall be to determine if the work is that which would regularly be performed by classifications within the bargaining unit and whether or not there are any reasonable alternatives to contracting out. The employer will not contract out merely to avoid hiring casuals. Should the committee be unable to reach an agreement on a contracting out matter, the issue in dispute shall be referred immediately to expedited arbitration for a binding decision prior to the contract being awarded.

There shall be mutual agreement on an arbitrator who can hear the issues within five (5) working days of referral. A decision shall be rendered within two (2) working days.

Costs shall be shared as per Article 16.09 (c).

It is agreed that in order to avoid delays, meetings will be at the call of either party ten (10) working days prior to any contract being finalized. There may be the occasional emergency situation where prior contact is not possible, in which case the College shall notify the Union Standing Committee immediately.

27.05 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 his/her required duties and assigned hours of work 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.

27.06 EARLY RETIREMENT INCENTIVE PLAN

1. Where it is deemed possible by the College to offset the impact of layoffs through the offering of early retirement incentives to an employee, an incentive may be offered.

2. The College may offer to any employee the choice of an early retirement incentive provided the employee meets the retirement criteria established under the Municipal Pension Act:

3. The following process shall be utilized:

a. The College shall send a letter to all bargaining unit employees who meet the criteria in sub-clause 2 advising them of that fact in October of each year. Employees who are interested in a potential early retirement shall respond within thirty (30) days.

b. If early retirement incentives are offered, the order shall be:

- i. to offset layoff
- ii. to eligible employees by seniority.

4. An employee who has been offered an early retirement incentive by the College has the right to accept or decline within thirty (30) calendar days of the offer being made.

In the event of acceptance of an offer of early retirement, the employee's date of retirement shall be effective on a date mutually agreed upon between the College and the employee.

5. The retirement incentive will be paid in one lump sum on the date of retirement or, for optimum tax advantage, on an agreed-upon deferred date or in predetermined installments acceptable to the employee and to be based in the following amounts:

<u>Full Years to Retirement: Payout:</u>	
<u>1</u>	<u>20% of annual salary</u>
<u>2</u>	<u>40% of annual salary</u>
<u>3</u>	<u>60% of annual salary</u>
<u>4</u>	<u>80% of annual salary</u>
<u>5 or more</u>	<u>100% of annual salary</u>

6. Subject to any requirements of the Municipal Pension Act.

a. Early retiring employees in receipt of a pension are advised that they may apply for basic medical and extended health benefit and dental coverage through the Superannuation Commission when they file a claim for pension. The Superannuation Commission makes appropriate deductions from the monthly pension for premiums. Retired employees in

receipt of a pension are advised that they are not allowed to choose to join these plans at a later date.

- b. Early retiring employees not immediately commencing receipt of a pension may elect to continue their basic medical, extended health and dental benefit coverage through the College during the period preceding receipt of pension, but in any event, not longer than five (5) years following retirement, provided that:
- i. written notification of the intent to continue these benefits is provided to the Human Resources Department six (6) weeks prior to the date of early retirement (election must be made at this time);
 - ii. the individual maintains B.C. residency, and;
 - iii. the participant pays all premium costs.

7. Each employee who is offered an early retirement incentive is entitled to receive personal financial counselling conducted by a firm of qualified financial consultants selected by the College. Three (3) hours of consultation is available and up to three hundred dollars (\$300.00) for each consultation shall be paid by the College.

ARTICLE 28 - DURATION OF AGREEMENT

28.01 TERM OF AGREEMENT

This Agreement shall be in force effective from November 1, 1996 until midnight November 30, 2000. (Subsection (2) of Subsection 50 the Labour Relations 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 December 1, 2000 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 December, 2000, this Agreement will continue in force and effect until:

- a. the Union commences a strike; or
- b. the College commences a lockout; or
- c. the parties enter into a new or further agreement.

28.03 NO STRIKES OR LOCKOUTS

The College and the Union agree that there shall be no strikes or lock-outs during the term of 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 Chair of the College Board and the Vice-President, Administration and Bursar, and the Pulp, Paper and Woodworkers of Canada, Local #29 has caused these presents to be executed under the hands of its proper officers duly authorized in that behalf, this

_____ day of _____ A D 1998

SIGNED, SEALED AND DELIVERED
PULP, PAPER AND
WOODWORKERS OF CANADA,
LOCAL 29
IN THE PRESENCE OF

SEALED WITH THE SEAL OF THE BY THE
BOARD OF THE COLLEGE OF
NEW CALEDONIA,

AND SIGNED BY

MICHAEL SUTHERLAND, PRESIDENT
P.P.W.C. LOCAL 29

MARILYN HARKNESS, CHAIR
COLLEGE OF NEW CALEDONIA
BOARD

ROB BLAIN
P.P.W.C. LOCAL 29

J.F. BLAKE, VICE-PRESIDENT
ADMINISTRATION AND BURSAR

LETTER OF AGREEMENT

BETWEEN: COLLEGE OF NEW CALEDONIA

AND: P.P.W.C. LOCAL 29

RE: COLLEGE SECURITY

The Union agrees to the principle of the protection of life and property. It is recognized that this principle is particularly important during the time of a labour dispute. To this end the Union agrees that, in the event of a labour dispute when security services are withdrawn, the use of individuals who are not members of the Union for such services will not be considered professional strikebreaking.

**COLLEGE OF NEW CALEDONIA
P.P.W.C. LOCAL #29**

DATE _____, 19__

LETTER OF UNDERSTANDING

BETWEEN: COLLEGE OF NEW CALEDONIA

AND: P.P.W.C. LOCAL 29

RE: INTRODUCTION OF DEGREE-COMPLETION PROGRAMS AND COLLEGE EXPANSION

The College and the Union recognize the importance of expanding access to degree-completion programs in the College region and also recognize the importance of ensuring that the initiation of new degree-completion programs or proposed expansions of College facilities proceed smoothly.

Therefore, should the College choose and be approved to offer degree-completion programs using College facilities or personnel, or should the pending proposed expansions of College facilities be approved, the College and the Union agree as follows:

1. That the P.P.W.C. Local 29 shall be the sole bargaining agent for all employees whose duties are not primarily engaged in teaching functions.
2. It is not the intent of the College to thwart the normal growth of the work performed by the bargaining unit as the College's operations increase.

Current Collective Agreement provisions contained in Article 27.04 remain.

COLLEGE OF NEW CALEDONIA

P.P.W.C. LOCAL # 29

DATE: _____

NEW

LETTER OF AGREEMENT

BETWEEN: COLLEGE OF NEW CALEDONIA

AND: P.P.W.C. LOCAL 29

RE: COLLEGE ORIENTATION PROGRAM

The College agrees to develop and implement a College orientation program which includes an on-the-job training component by June 30, 1997 or one month after signing of this Collective Agreement, which ever date comes latest.

The objective of the program will be to provide new and existing employees with the necessary information to maximize learning and skills development.

COLLEGE OF NEW CALEDONIA

P.P.W.C. LOCAL # 29

DATE: _____

LETTER OF AGREEMENT

BETWEEN: COLLEGE OF NEW CALEDONIA

AND: P.P.W.C. LOCAL 29

RE: WELLNESS INCENTIVE PLAN

It is recognized that committed employees are the foundation of any successful organization. In the belief that physical and mental well-being contribute directly to increased quality and productivity of operations, the parties have agreed to establish a Wellness Incentive Plan ("The Plan").

The Plan is established under the following conditions:

A. DEFINITIONS

"DAY" Unless indicated as a Full-time Equivalent Day (F.T.E. Day), a day shall be defined as an employee's normal workday and may include a full-time day or a part-time day.
Example: if a part-time employee's normal workday is 0.5 that shall be the "day" referred to for usage, i.e. one wellness day.

"QUARTER" There shall be four (4) quarterly year periods used in the Plan:

First Quarter – September through November inclusive;
Second Quarter – December through February inclusive;
Third Quarter – March through May, inclusive;
Fourth Quarter – June through August, inclusive.

B. ENTITLEMENT

1. All employees, except casuals, are eligible for participation in the Plan upon entitlement of a minimum of eighteen (18) F.T.E. days of sick leave credits.
2. Participation in the plan shall be done on a quarter-yearly basis.
3. If an employee has earned the full sick leave credits they are entitled to for a quarter (i.e. no absences charged to sick leave or family sick leave), the employee shall be entitled to one (1) wellness day off with pay. It is agreed that an absence(s) of less than two (2) hours to attend medical/dental appointments or family emergencies shall not jeopardize an employee's entitlement to a wellness day.
4. Wellness days shall not be earned or taken during any unpaid leaves of absence, sick leave, WCB absences, or lay-off periods

C. USAGE

1. A wellness day off with pay must be used in the quarter year immediately following the quarter year in which it was earned or be forfeited; i.e. earn one (1) day off during first quarter, must be used by the end of the second quarter subject to item #2 below. It is understood that an employee shall have a minimum of two and a half (2½) months from the date of notification of entitlement available to use the earned day.
2. A Seasonal/Special Funded employee who earns a wellness day but is unable to use the day in the next quarter because of the seasonal break is entitled to carry that wellness day forward into the next quarter.
3. A wellness day off shall be charged, on an F.T.E. basis, against an employee's sick leave credits, but this shall not be considered an absence for the purpose of entitlement to further wellness days.
4. Scheduling of a wellness day off shall be approved by the department head or designate. Scheduling of annual vacation entitlement shall have priority over requests for wellness days.
5. The replacement needs of a department shall not be considered a basis for denial of a wellness day.

COLLEGE OF NEW CALEDONIA

P.P.W.C. LOCAL # 29

DATE: _____

NEW**LETTER OF AGREEMENT****BETWEEN: COLLEGE OF NEW CALEDONIA****AND: P.P.W.C. LOCAL 29****RE: JOB SHARING**

The parties agree that where a regular full-time or seasonal full-time employee requests the opportunity to “job share”, the following provisions shall apply to the two employees who voluntarily job share a single position.

Definition

Job Sharing is a voluntary, alternative work arrangement whereby the duties and responsibilities of a full-time position may be restructured in a manner that would accommodate an employee’s objective of temporarily reducing his/her hours of work in the bargaining unit, and therefore permit two employees to fill a single position.

1. The request to job share must be submitted at least three (3) months prior to the anticipated start date of the job share to the Manager that the job reports to with a copy to the Union and Human Resources.
2. The employee(s) proposing the job share shall indicate in writing the hours and days of the week allocated to the job share portion and information regarding the division of duties and responsibilities.
3. Both employees must have successfully completed a probationary period at the College, and possess the skills, knowledge and ability to perform the duties and responsibilities of the position.
4. Where the request is approved, the College shall provide each employee and the Union with a letter covering the terms and conditions of the job sharing arrangement which shall become a specified written agreement setting out the names of the participants, the position to be shared, and the division of duties and responsibilities.
5. Under normal circumstances, the regular daily and weekly hours of the position shall remain unchanged as a result of the job sharing arrangement unless otherwise varied by the terms and conditions outlined in the Job Sharing Arrangement.
6. If, for any reason, one partner chooses to discontinue, or is unable to continue in the arrangement, the Job Sharing Arrangement shall be discontinued upon twenty (20) working days written notice.
7. The College reserves the right to discontinue the Job Sharing Arrangement upon twenty (20) working days written notice provided it can be demonstrated that the Arrangement is not fulfilling the needs of the full-time position being shared.
8. A shared position shall in all respects be treated as though it were a single position with regard to scheduling and job description.
9. A work schedule shall be set out in advance showing the days, and hours of shifts to be worked by the job sharing partners.

10. During the period of the Job Sharing Arrangement, vacation and sick leave entitlement shall be prorated. Previously accumulated vacation and sick leave entitlement shall not be affected.
11. During the period of the Job Sharing Arrangement, fringe benefits shall be offered (subject to Carrier conditions) to both employees and the premiums shall be prorated based upon their workload percentage.
12. Pensionable service shall be calculated based upon the workload percentage in accordance with the Municipal Pension Plan requirements.
13. The Job Sharing Arrangement shall have a specified term, normally not to exceed a maximum of one twelve (12) month period.
14. Articles 10 (Seniority) and 11 (Layoff) shall apply to both partners in the Job Sharing Arrangement in accordance with the employment category of each partner (i.e. full-time regular accrues seniority on a pro-rata of calendar months, part-time accrues by actual hours worked).
15. Overtime eligibility for each partner in the Job Sharing Arrangement shall be determined on the basis of Article 14 as applied to the positions total working hours on duty rather than the personal total working hours on duty of each partner.
16. It is agreed that an employee shall only be a partner in one Job Sharing Arrangement at any given time.
17. It is agreed that a full-time regular employee or a full-time seasonal employee who is a partner in a Job Sharing Arrangement shall not be permitted to occupy another position within the bargaining unit at the same time as he/she is involved in the Job Sharing Arrangement.
18. At the conclusion of the Job Sharing Arrangement, each employee is assured of resuming at least his/her previous position and duties.
19. It is agreed that if the employee who initiated the Job Sharing Arrangement terminates his/her employment with the College, the Job Sharing Arrangement ceases to exist.
20. Other conditions not specifically mentioned herein shall be as described in the Collective Agreement. Matters not covered by the Collective Agreement shall be agreed to by the College, the employees involved, and the Union.

**COLLEGE OF NEW CALEDONIA
NEGOTIATING COMMITTEE**

**P.P.W.C. LOCAL 29
NEGOTIATING COMMITTEE**

DATE: _____

NEW

LETTER OF AGREEMENT

BETWEEN: COLLEGE OF NEW CALEDONA

AND: P.P.W.C. LOCAL 29

RE: FLEXTIME

The College agrees with the principle of flexitime as defined in 1. Below. The request for flexitime must be initiated by the employee.

1. Flexitime is a written work schedule which permits adjustment of the schedule of daily or weekly hours worked, taking into consideration the commitment of the College, the needs of the department and the desires of the employees. A copy of the flexitime schedule will be forwarded to the Chairs of the Standing Committee.
2. Flexitime will be scheduled in advance and approved by the College.
3. Flexitime schedules will not produce any additional cost for the College (eg. Overtime, additional staffing requirements, fringe benefit increases or non-scheduled shift differential).
4. Flexitime schedules will not result in any noticeable reductions in service.
5. Flexitime schedules will be within the established hours of operation for the work performed.
6. If difficulties arise, including matters of access to or exclusion from a flexitime schedule, the matter will be referred to the Standing Committee.
7. Flexitime schedules may be temporarily suspended by mutual agreement of the employee and the College.

COLLEGE OF NEW CALEDONIA

P.P.W.C.LOCAL #29

DATE: _____

NEW

LETTER OF AGREEMENT

BETWEEN: COLLEGE OF NEW CALEDONA

AND: P.P.W.C. LOCAL 29

RE: SELF-DIRECTED HOURS

The parties recognize that there are positions in the College where the duties and responsibilities require the flexibility of self-directed working-hours. In these positions, the working hours are determined by the employee, using his/her own discretion as to the most effective application of those hours to meet the operational requirements of the College. Priorities for the position shall be set by the employee's manager, in consultation with the employee. In these circumstances, it is agreed that:

1. The position must be identified by the College as having self-directed hours and written notification given to the Union Chair of the Standing Committee and the employee. Self-directed hours permit the employee to adjust the schedule of daily or weekly hours worked.
2. Total hours worked bi-weekly shall not exceed seventy (70) hours. Any hours in excess of the seventy (70) hours shall be overtime and shall require the prior approval of the employee's manager.
3. Self-directed hours will not produce any additional cost for the College (eg. non-scheduled overtime or non-scheduled shift differential), and will not result in any noticeable reductions in service.

TRANSITION:

The parties agree that the Standing Committee shall, within thirty (30) days of the signing of the Collective Agreement, meet and establish the list of positions that currently have self-directed hours.

COLLEGE OF NEW CALEDONIA

P.P.W.C. LOCAL 29

DATE: _____

NEW

LETTER OF UNDERSTANDING

**BETWEEN: COLLEGE OF NEW
CALEDONIA**

AND: P.P.W.C. LOCAL 29

RE: COMMITMENT TO REACH THE PAY EQUITY TARGETS

The College and the Union are committed to attaining the pay equity targets as soon as possible, subject to funding being available for this purpose. The objective and intention of the College and the Union is to make every reasonable effort to close all pay equity gaps during the term of the next collective agreement. Both the College and the Union clearly understand that this noteworthy objective will depend on the College's future financial circumstances.

COLLEGE OF NEW CALEDONIA

P.P.W.C. LOCAL # 29

DATE: _____

NEW**LETTER OF UNDERSTANDING**

BETWEEN: COLLEGE OF NEW CALEDONIA
AND: P.P.W.C. LOCAL 29
RE: **SENIORITY LISTS AND ACCUMULATION OF SENIORITY**

During the negotiating meetings to discuss renewal of the 1994/96 Collective Agreement, the Union's Negotiating Committee presented the following objectives:

Article 10.02 Seniority List

The Union's bargaining objective is to have one seniority list for all employees to be published every three months, i.e. February, May, August, and November showing the following information:

- employee's name
- current position title(s)
- date on which each employee's service seniority commenced
- status, i.e. full-time or part-time
- current hours accrued this report
- total hours accrued sorted in descending order.

Article 10.03 Accumulation of Seniority

The Union's bargaining objective is to have all employees accumulate service seniority on the basis of straight time hours worked to a maximum 70 hours per two-week period to a total of 1820 hours per year (one hour worked equals one hour of seniority).

OUTCOME

The parties agreed that the frequency and detail of the seniority lists could be increased, as well as to changing the basis of accumulation of seniority from calendar months equivalent to straight time hours worked, and provided it was feasible to do so without creating any additional on-going workload for the Human Resources department or the Financial Services department. The parties also agreed to specific provisions dealing with the only circumstances when a casual employee may accrue seniority.

AGREEMENT

THEREFORE, the parties recognize that their desire to achieve the preceding objectives are subject to the current and/or projected systems being capable of handling, producing and maintaining these records accurately, without requiring significant modifications.

THEREFORE, the parties agree, through a joint effort, to identify the functional requirements for the system to meet the afore-listed outcomes, and to determine whether the new system is capable of handling

these requirements without significant modification by November 1, 1999. The parties agree that if on-going increased workload and/or staffing is required or there are significant other new costs then the matter will be reassessed by the parties within thirty (30) days of such determination and that this letter of agreement may be opened at that time by written notice by either party for renegotiation.

COLLEGE OF NEW CALEDONIA

P.P.W.C. LOCAL # 29

DATE: _____

MEMORANDUM OF UNDERSTANDING

BETWEEN: COLLEGE OF NEW CALEDONIA
AND: P.P.W.C. LOCAL 29
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:

President
Vice-President, Academic
Vice-President, Administration and Bursar
Director, Student Services
Director, Communications

**Director, Institutional
Development
Director, Community &
Continuing Education**

Director, Human Resources
Associate Director, Employment Training
Associate Director, Health Sciences
Associate Director, Resource Centres
Associate Director, Social Services Programs & ASE
Associate Director, Trades
Dean, UT Arts and Social Services
Dean, Science & Technology
Dean, Business
Dean, Health Sciences
Dean, College Foundations
Dean, Trades
Division Chair, Dental Studies
Division Chair, Human Services Programs
Controller
Registrar
Assistant Registrar
Regional Manager: Burns Lake, Nechako, Mackenzie, Quesnel

Regional Manager: Community and Continuing Education

Manager, Fund Raising
Manager, Evening Campus
Manager, Physical Plant Services
Manager, Safety and Security

MEMORANDUM OF UNDERSTANDING (CONTD)

Budget Officer
Manager, Computing Services
Manager, Instructional Media Services
Manager, Finance & Administration
Manager, Food Services
Manager, College Store

Manager, Student Residence

Head of Reference Services
Public Relations Manager
Manager, E.D.C.
Manager, Purchasing
Recruitment and Compensation Coordinator
Employee Relations Officer

Safety Coordinator

Executive Assistant to the President
Executive Assistant to the Vice-President (2)
Executive Secretary to Human Resources

The College will not attempt to exclude from the bargaining unit any existing bargaining unit positions as of the date of signing of this Memorandum of Understanding during the term of this Agreement.

DATE: _____

NEW

LETTER OF UNDERSTANDING

**WITHOUT PREJUDICE OR
PRECEDENT**

BETWEEN: COLLEGE OF NEW CALEDONIA

AND: P.P.W.C. LOCAL 29

RE: PAY FOR STAFF ON UNION BUSINESS

In order to ensure that staff, who are required to be off the job for the purposes of conducting union business, are not disadvantaged relative to pensionable service, the parties agree:

1. THAT there will be salary continuance for the time off for the purpose of conducting Union business;
2. THAT the College will bill the Union for such time; and
3. THAT the Union will reimburse the College immediately for the full costs associated with the individual(s) time off.

Procedures for requesting time off remain in accordance with the Collective Agreement between the parties. In addition, individuals requesting time off will complete an application for leave solely identifying the leave is for union business and monthly all forms will be forwarded, the appropriate Division/Department/Region, to Accounts Receivable for processing.

COLLEGE OF NEW CALEDONIA

P.P.W.C. LOCAL # 29

DATE: _____

PAY EQUITY TARGETS SCHEDULE

SALARY BAND	REVISED PAY EQUITY TARGETS	PAY EQUITY TARGETS	PAY EQUITY TARGETS
	EFFECTIVE NOVEMBER 1, 1997	EFFECTIVE DECEMBER 1, 1997	EFFECTIVE NOVEMBER 1, 2000
A	14.56	14.71	15.00
B	15.80	15.95	16.27
C	17.03	17.20	17.54
D	18.26	18.45	18.82
E	19.50	19.69	20.09
F	20.73	20.94	21.36
G	21.96	22.18	22.63
H	23.20	23.43	23.90
I	24.43	24.68	25.17
J	25.66	25.92	26.44
K	26.90	27.17	27.71

PPWC - College of New Caledonia Wage Results Schedule

Explanation of Wage Results Schedule

The first three columns show information on the position: pay band, position title and incumbents name.

The next columns show information about each position=s salary over the life of the proposed contract as follows:

1. Pre Contract Rate - current hourly rate as of October 1998.
2. 1997 Pay Equity Target - The pay equity wage target after the \$0.90 / hour target lift and 1% general salary increase.
3. Current Rates - November 1998 - The pre contract wage (see #1) plus 1% effective December 1, 1997, plus 48 cents per hour effective April 1, 1998 plus any increments which were earned on November 1, 1998. The pay equity adjustment of \$0.48 per hour was received by all positions that were below the pay equity target wage (see #2). Positions that had a wage gap of less than 48 cents received an increase that brought them to the target rate.
4. April 1999 Rate - The current wage (see #3) plus 48 cents per hour effective April 1, 1999. This is a pay equity adjustment and was received by all positions that were below the pay equity target wage (see #2). Positions that had a wage gap of less than 48 cents received an increase that brought them to the target amount.
5. April 2000 Rate - The current wage (see #4) plus 56 cents per hour effective April 1, 2000. This is a pay equity adjustment and was received by all positions that were below the pay equity target wage (see #2). Positions that had a wage gap of less than 56 cents received an increase that brought them to the target amount.
6. November 2000 Rate - The current wage (see #5) is increased by 2%. This is the amount each position will start receiving Nov 1, 2000. This is an across the board increase to be received by all positions.
7. 2000 Pay Equity Target - The pay equity wage target (see #3) is increased by 2%.
8. Wage Gap End - The difference between the new wage target (see #7) and the November 2000 rate (see #6) for positions below the wage target. This shows the pay equity wage gap at the end of the contract.