

COLLECTIVE AGREEMENT

between the

DOUGLAS COLLEGE

and the

**B.C. GOVERNMENT AND SERVICE
EMPLOYEES' UNION (BCGEU)**

Effective from July 1, 1998 to June 30, 2002

Comment [sk1]: This agreement has a manually-created index. If page numbers change, the index will need to be updated to reflect the changes.

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ARTICLE 1 - PREAMBLE

1.1 Purpose of Agreement

(a) The purpose of this Agreement is to establish and maintain orderly collective bargaining procedures between the College Board, hereinafter referred to as the Employer, and the Union.

(b) The Parties to this Agreement share a desire to improve the quality of the educational services provided at Douglas College. Accordingly they are determined to establish, within the framework provided by the law, an effective working relationship at all levels of the College in which members of the bargaining unit are employed.

1.2 Future Legislation

In the event that any future legislation renders null and void any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement, and the Parties hereto shall consult with a view to reaching a mutually agreeable provision to be substituted for the provisions so rendered null and void.

In the event any future legislation materially alters the intent of any clause in this Agreement, either Party may request consultation with a view to seeking an amendment or clarification of the clause.

1.3 Conflict with Regulations of the Employer

In the event that there is a conflict between the contents of this Agreement and any regulation made by the Employer, or on behalf of the Employer, this Agreement shall take precedence over the said regulations.

1.4 Gender and Singular Terms

(a) The words "*employee*" or "*employees*" are used throughout this Agreement for convenience only and the same shall be construed as meaning and including employees of both the feminine and masculine genders.

(b) Wherever the singular term employee is used herein, the same shall be construed as meaning and including the plural.

1.5 Human Rights Act

The Parties hereto subscribe to the principles of the Human Rights Act of British Columbia.

ARTICLE 2 - DEFINITIONS

2.1

The following specific definitions of words, terms or phrases shall be used to establish the intent and meaning of the language of this Agreement:

2.2 Auxiliary Employee

Means an employee who is employed for:

(a) special projects; or

(b) temporary positions created by the Employer of eight (8) months' duration or less. These positions of seventeen and one-half (17.5) hours or more per week may only be filled for consecutive terms totalling sixteen (16) months, or

- (c) replacement of employees on leave; or
- (d) part-time work of less than seventeen and one-half (17.5) hours per week; or
- (e) positions as identified in Article 28.1(c).

Note: Benefits for eligible auxiliary employees will be paid on a pro-rata basis, proportionate to their time worked; and will be in accordance with the terms of the policies of the carriers.

It is understood and agreed that temporary positions created by the Employer shall be reviewed by the Employer after four (4) months in order to determine whether or not the position should be made permanent. The Employer shall report on the results of such reviews at the Labour/Management Relations Committee.

2.3 Consultation or Discussion

A process intended as a vehicle through which the Parties may make known their respective views and opinions, but not intended to connote consensus or mutual agreement.

2.4 Promotion

Means a change from an employee's position to one with a higher maximum salary level.

2.5 Regular Employee

Means an employee who is appointed to a:

- (a) continuous full-time position; or
- (b) continuous part-time position of seventeen and one-half (17.5) hours or more per week; or
- (c) repeating fixed term positions [minimum seventeen and one-half (17.5) hours per week] having a term of at least eight (8) months.

Note: Benefits, wage increments, vacations and holidays for part-time regular employees will be paid on a pro-rata basis, ie., proportionate to their time worked; and will be in accordance with the terms of the policies with the carriers.

2.6 Travel Status

Travel by an employee, outside the College region on College business, where authorization for such travel has been requested in advance on the appropriate form, and approved by the College.

2.7 Definition of Layoff

Layoff is a cessation of employment, or elimination of a job resulting from a decrease in the amount of work required to be done by the Employer, or reduction in hours that changes the employee's status, a reorganization, program termination, technological change, closure, shortage of operating funds as determined by the Employer, or other material change in organization.

2.8 Day (new)

For the purpose of time lines in the Collective Agreement, a day shall mean a calendar day.

ARTICLE 3 - UNION RECOGNITION AND RIGHTS**3.1 Bargaining Unit Defined**

See Common Agreement - Article 2

3.2 Bargaining Unit Recognized

The Employer recognizes the B.C. Government and Service Employees' Union, as the exclusive bargaining agent for all employees to whom the certification issued by the Labour Relations Board on December 20, 1974, and as amended by the Labour Relations Board on September 4, 1981, applies.

3.3 Correspondence

The Employer agrees that all correspondence between the Employer and the Union related to matters covered in this Agreement shall be sent to the President of the Union or his designate, with a copy to the Chairperson of the Bargaining Unit. The Employer agrees that a copy of any correspondence between the Employer or Employer's official and any employee in the Bargaining Unit covered by this Agreement, pertaining to the interpretation or application of any clause in this Agreement as it applies to that employee's employment, shall be forwarded to the President of the Union or his/her designate and to the Chairperson of the Bargaining Unit.

3.4 No Other Agreement

No employee covered by this Agreement shall be required or permitted to make a written or oral agreement with the Employer or its representative which may conflict with the terms of this Agreement.

3.5 No Discrimination for Union Activity

The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee for reason of membership or legitimate and lawful Union activity.

3.6 Recognition and Rights of Stewards

The Employer recognizes the Union's right to select stewards to represent employees. The Employer and the Union will agree on the number of stewards, taking into account both operational and geographical considerations. The Union agrees to provide the Employer with a list of the employees designated as stewards for each work unit. Stewards shall obtain the permission of their immediate supervisor before leaving their work to perform their duties as a steward. Such permission shall not be unreasonably withheld. On resuming normal duties, stewards shall notify their supervisors. The duties of stewards shall include but are not restricted to:

- (a) investigation of complaints of an urgent nature;
- (b) investigation of grievances and assisting any employee whom the steward represents in preparing and presenting a grievance in accordance with the grievance procedure;
- (c) supervision of ballot boxes and other related functions during ratification votes;
- (d) carrying out duties within the realm of safety responsibilities.

The Union agrees that stewards will not abuse the rights given by this clause.

3.7 Bulletin Boards

The Employer shall provide glassed-in bulletin boards for the exclusive use of the Union. A glassed-in bulletin board will be provided at each campus. The location of the bulletin board on each campus will be determined by mutual agreement.

3.8 Union Insignia

- (a) A Union member shall have the right to wear or display the recognized insignia of the Union.
- (b) The Union agrees to supply Union shop cards for each of the Employer's places of operation covered by this Agreement, to be displayed at the entrance to each building; such shop cards remain the property of the Union, and shall be surrendered upon demand by the Union.
- (c) The recognized insignia of the Union will include the designation "bcgeu". This designation may be placed on stenography typed by a member of the Union. This designation shall be placed below the signatory initials in the typewritten correspondence.

3.9 Right to Refuse to Cross Picket Lines

- (a) All employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a strike as defined in the relevant labour legislation.
- (b) No employee shall be required to cross, or suffer loss of pay for failure to cross, a picket line where the employee is apprehensive for his or her personal safety.
- (c) Failure to cross a picket line encountered in carrying out the Employer's business shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.
- (d) Employees should not expect to receive pay for work not performed, statutory holiday pay or vacation pay as a result of observance of picket lines. Health and welfare benefits will be continued and the Union will pay the costs normally paid by the Employer.

3.10 Time Off for Union Business

(a) *Without Pay*

Time off without pay and without loss of seniority will be granted:

- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
- (2) for elected or appointed representatives of the Union to attend to Union business which requires them to leave their premises of employment; and
- (3) for employees who are representatives of the Union on a Bargaining Committee to attend meetings of the Bargaining Committee.

(b) *With Pay*

Time off with pay and without loss of seniority or benefits will be granted:

- (1) to three employees who are representatives on the Bargaining Committee to leave their employment to carry on negotiations with the Employer;
- (2) in addition, the Union may call upon up to two (2) additional employees to assist the Bargaining Committee with technical information and advice. It is understood that this will be necessary only during the period of negotiations, and on an irregular basis;
- (3) to stewards to perform their duties pursuant to Article 3.6; and

- (4) to employees called to appear as witnesses before an Arbitrator.
- (5) The College shall provide twenty-five percent (25%) paid release time to the Bargaining Unit Chairperson to facilitate the operation of the Collective Agreement and Employer-employee relationships. The Bargaining Unit Chairperson will provide reasonable notice to the designated supervisor in order to facilitate the College providing backfill. The College agrees to backfill for one (1) day per month.

(c) The Employer will replace employees when the Union initiates a Union leave with a regular employee in the same department and/or work area. Failing this, the Employer will call in qualified auxiliaries for replacement. If no regular or auxiliary employee is available to substitute, the Employer will actively recruit qualified replacements for backfill.

It is understood that employees granted time off pursuant to this Article shall receive their current rate of pay while on time off with pay. Time off granted under this Article shall include sufficient travel time. The Employer agrees that the granting of any of the above time off shall be subject to their requirements but shall not be unreasonably withheld. To facilitate the administration of paragraph (a) of this Article, when time off without pay is granted, the time off shall be given with pay and the Union shall reimburse the Employer the appropriate salary and benefit costs, including travel time incurred.

3.11 Local Union Meetings

- (a) Employees shall be entitled to be absent from work for two (2) hours prior to 4:30 p.m. for the purpose of attending Union meetings. This leave shall be granted three (3) times per calendar year and shall be with no loss of pay or benefits.
- (b) Afternoon shift employees shall be entitled to two (2) hours near the beginning of their shifts as per (a) above.
- (c) The Union shall notify the Employer of the details of such meetings, two (2) weeks prior to the meeting, where possible, and shall consult with the Employer on appropriate dates.
- (d) An additional two (2) hours shall be granted to all employees, as per the provisions of Articles (a) and (b) above, for the purposes of dealing with local ratification matters. This leave shall only be granted once during the contractual period.
- (e) Articles 3.11(c) shall not apply to 3.11(d).

3.12 Employee Assistance Program

- (a) The Union and the Employer recognize the need for a joint program to assist employees and their immediate families resolve problems that affect their personal lives and their job performance.
- (b) A Joint Committee consisting of one (1) member of each of the bargaining units within the College and an Administrator will meet a minimum of twice a year. The Union representative will be granted time off with pay to attend the meetings of the Joint Committee.
- (c) The role of the Joint Committee is to provide consultation to the program carrier on the marketing and success of the program at the College.
- (d) The program carrier will provide the Joint Committee with feedback on the usage of the program while maintaining information confidentiality of the individual users.
- (e) In the event of confidentiality being breached, the employee will not suffer adverse affects related to their employment.
- (f) The Joint Committee will be both apprised of and work within the budget of the program. The College in turn agrees to maintain, if not enhance, the level of funding for the program.

(g) Current levels of service related to alcohol or drug abuse will be maintained for the duration of this Agreement.

3.13 Future Committees

It is agreed that any future open committees struck by the College which may deal with matters affecting any employee covered by this Agreement shall include representation from the Union.

3.14 Representation on Open Management Committee

(a) The Union reserves the right to send one (1) representative to open meetings of Management Committee.

The Union representative shall be granted sufficient time off with pay and without loss of seniority or benefits to attend Open Management Committee meetings.

(b) The Union representative on Open Management Committee shall be designated from within the Union's bargaining unit.

(c) A copy of the agenda and such other information as may be assembled for use in open Management Committee meetings shall be supplied to the Union's representative prior to each meeting of Open Management Committee.

(d) The Union agrees that in no event will the College incur any additional expense for overtime or other payroll premium expense in consequence of an employee's participation in these meetings.

(e) The Union shall provide the College with the name of the representative and alternate who will represent the Union on Open Management Committee.

3.15 Union Office Space

The Employer will provide an office not less than twelve (12) square meters in size. The Employer will ensure the office is furnished and will provide a telephone, a "dumb" terminal, and access to the College's Computer communication network.

ARTICLE 4 - UNION SECURITY

4.1

(a) All bargaining unit employees shall, as a condition of continued employment, maintain such membership.

(b) Present employees who, on December 20, 1974 were not members of the Union, are free to choose whether or not to become members of the Union.

(c) All employees hired on or after execution of this Agreement shall, as a condition of continued employment, become members of the Union, and maintain such membership, upon completion of thirty (30) calendar days as an employee.

4.2 Contracting Out

See Common Agreement - Article 10.

ARTICLE 5 - CHECK-OFF OF UNION DUES

(a) The Employer shall, as a condition of employment, deduct from the wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, and upon

receipt of proper authorization, the amount of the regular monthly dues payable to the Union by a member of the Union in the next appropriate pay period following receipt of such authorization.

An employee shall, as a condition of continued employment, complete an authorization form providing for the deduction from an employee's monthly wages or salary the amount of the regular monthly Union dues payable to the Union by a member of the Union.

The Union may by written demand require the Employer to dismiss an employee who refuses to authorize a deduction in favour of the Union. At least one (1) month's notice to the Employer will be given.

(b) The Employer shall deduct from any employee who is a member of the Union any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union.

(c) Deductions shall be made from each normal pay owing to the employee and membership dues or payments in lieu thereof shall be considered as owing in the month for which they are so deducted.

(d) All deductions shall be remitted to the President of the Union not later than twenty-eight (28) days after the date of deduction and the Employer shall also provide a list of names as well as classifications of those employees from whose salaries such deductions have been made, together with the amounts deducted from each employee.

(e) Before the Employer is obliged to deduct any amount under Section (a) of this Article, the Union must advise the Employer in writing of the amount of its regular monthly dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the President of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.

(f) From the date of the signing of this Agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other monies deducted by the Employer from the pay of the employees in the bargaining unit.

(g) The Employer shall supply each employee, without charge, with a receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous year. Such receipts shall be provided to the employees prior to March 1 of the succeeding year.

ARTICLE 6 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES

(a) Upon hire, a new employee shall be provided a copy of the Collective Agreement and advised of name and location of stewards. Within the first fifteen (15) calendar days of employment, a shop steward will be given an opportunity to interview each new employee during regular working hours, without loss of pay, for up to thirty (30) minutes. The purpose of this interview is to allow the steward to acquaint the employee with the benefits and duties of Union membership and the employee's responsibilities and obligations to the Employer, and the Union. This Article applies to those employees who are hired for more than thirty (30) days.

(b) The Chairperson of the bargaining unit shall be advised of the name and location of all new employees through the Union Dues Deduction Form within ten (10) days of their appointment.

ARTICLE 7 - EMPLOYER'S RIGHTS

7.1

The Union acknowledges that the management and direction of the employees in the bargaining unit is retained by the Employer except as this Agreement otherwise specifically provides.

Without limiting the generality of the foregoing, the Employer reserves the right to decide the number of employees required for work at the College, the hours, size and locations of its operations, and the right to discipline employees for just and reasonable cause. These rights shall not be exercised in a discriminatory manner.

7.2

Where this Agreement allows, permits or grants to the Union the exclusive use of space, or the right to call upon the Employer to enforce any provision of this Agreement to the possible detriment of any employee, the Union agrees to hold the Employer harmless from any claims, demands or judgements resulting from any action initiated by the Employer at the request or demand of the Union, except for any claim or liability arising out of an error committed by the Employer.

ARTICLE 8 - EMPLOYER-UNION RELATIONS

8.1 Representation

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. To implement this the Union shall supply the Employer with the names of its officers. Similarly the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

8.2 Bargaining Committee

A Bargaining Committee shall be appointed by the Union and shall consist of five (5) members of the Union together with the President of the Union or his designate. The Union shall have the right at anytime to have the assistance of members of the staff of the Union when negotiating with the Employer. Three (3) members of the Committee named by the Union, shall suffer no loss of regular pay for service on the Committee while actively and directly engaged in the negotiating process for the renewal of this Agreement, and including all necessary caucuses, but in no event will any member of the Committee be entitled to overtime or premium time for time spent in negotiations with the Employer.

8.3 Union Representation

The Employer agrees that access to its premises will be granted to members of the staff of the Union when dealing or negotiating with the Employer as well as for the purpose of investigating and assisting in the settlement of a grievance. Members of the Union staff shall notify the designated supervisory official in advance of their intention and their purpose of entering and shall not interfere with the operation of the department or section concerned.

In order to facilitate the orderly, as well as the confidential investigation of grievances, the Employer will make available to Union representatives or stewards temporary use of an office or similar facility.

8.4 Technical Information

- (a) The Employer agrees to provide to the Union such public information that is available relating to employees in the bargaining unit, as may be required by the Union for collective bargaining purposes.

The Union recognizes the need for confidentiality of certain information prior to announcements by the Provincial Government, and such information is excluded from the operation of this clause.

(b) The Bargaining Unit Chairperson shall be provided with a copy of the annual budget approved by the College Board of Directors.

ARTICLE 9 - LABOUR/MANAGEMENT RELATIONS COMMITTEE

9.1

In recognition of the mutual benefits of ongoing consultations and open communications between the employees and the Employer, the Union and the Employer agree to continue to conduct Labour/Management Relations Committee meetings.

9.2

The Committee shall consist of equal numbers of Union and College representatives, with a minimum of two (2) and a maximum of four (4) representatives from each Party. One (1) of the Union representatives shall be the President or designate.

9.3

The Parties agree that the Committee shall be guided by the following:

(a) The Labour/Management Relations Committee is intended as an open forum wherein matters of mutual concern and benefit can be freely and candidly discussed. Items may be put on the agenda by either Party upon written notification to the other Party prior to each meeting.

(b) An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

(c) Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting.

(d) The Parties understand and agree that the Labour/Management Relations Committee is not intended to serve as a supplement or an alternative to the grievance/arbitration process, nor to interfere with or attempt to re-negotiate any provisions of the Agreement between the Parties.

(e) It is intended by the Parties that the Labour/Management Relations Committee will be limited to serving as a vehicle for joint discussion and consultation, with a view to exploring possible solutions to mutual problems and concerns. This Committee is in no way intended to limit or restrict the rights reserved to the Employer to manage its operations or affairs.

(f) Meetings of the Labour/Management Relations Committee will be held at the request of either Party as soon as is possible following the request to meet.

(g) It is intended that any employee participating in meetings of the Labour/Management Relations Committee as a representative of the Union will not suffer loss of remuneration otherwise payable by the College when such meetings are held during working hours. Further, it is agreed that under no circumstances is the College obligated to pay any additional wages, salaries, overtime or other premiums in the event that the Parties agree to schedule a meeting of the Labour/Management Relations Committee during non-working hours.

ARTICLE 10 - GRIEVANCES

10.1 Definition of Grievances

(a) A grievance shall be defined as any dispute or controversy between the Employer and the Union or the Employer and one or more of its employees covered by this Agreement in respect of any matter relating to working conditions specifically covered by this Agreement; any matter involving the interpretation or application of any provision of this Agreement; or any matter involving the alleged violation of any provision of this Agreement.

It is understood and agreed that any grievance arising during the term of this Agreement shall be settled in accordance with this procedure without any stoppage of or interruption of work, either partial or complete.

(b) Employer agrees to provide, to the President of the Union, with a copy to the Chairperson of the Bargaining Committee, a list of designated supervisors and those employees they supervise.

10.2 Step 1 - Verbal Grievances

Any employees who have a grievance shall first go to the supervisor directly in charge of work. The employees may, at their option, be accompanied or represented by their steward or representatives of the Union. The supervisor shall be given an opportunity to answer the complaint verbally. The Parties involved shall be given a maximum of three (3) working days to solve the grievance.

10.3 Time Limits to Present Initial Grievance

Employees who wish to present a grievance at Step 2 of the grievance procedure, in the manner prescribed in Article 10.4, must do so not later than thirty (30) days after the date:

- (a) on which they were notified orally or in writing of the action or circumstance giving rise to the grievance; or
- (b) on which they first became aware of the action or circumstances giving rise to the grievance.

10.4 Step 2 - Written Grievance

- (a) Subject to the time limits in 10.3, employees may present a grievance at this level by:
 - (1) recording this grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
 - (2) stating the Article or Articles of the Agreement infringed upon or alleged to have been violated and the remedy or correction required, and where applicable, the reasons why just cause does not exist; and
 - (3) transmitting this grievance to the designated local supervisor through the Union steward.
- (b) The local supervisor shall:
 - (1) forward the grievance to the representative of the Employer authorized to deal with grievances at Step 2; and
 - (2) provide the employee with a receipt stating the date on which the grievance was received.

10.5 Time Limit to Reply at Step 2

(a) Within ten (10) days of receiving the grievances at Step 2, the representative designated by the Employer to handle grievances at Step 2 and the Union Area Staff Representative or designate shall

meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. This meeting may be waived by mutual agreement.

(b) The representative designated by the Employer to handle grievances at Step 2 shall reply in writing to an employee's grievance within twenty-one (21) days of receiving the grievance at Step 2.

10.6 Step 3

The President of the Union, or his designate, may present a grievance at Step 3:

(a) within fourteen (14) days after the decision has been conveyed by the representative designated by the Employer to handle grievances at Step 2; or

(b) within fourteen (14) days after the Employer's reply was due.

10.7 Time Limit to Reply at Step 3

(a) Within ten (10) days of a grievance being filed directly at Step 3, the representative designated by the Employer to handle grievances at Step 3 and the Union Staff Representative or designate shall meet. The Parties will meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. The meeting may be waived by mutual agreement.

(b) The representative designated by the Employer to handle grievances at Step 3 shall reply in writing to the grievance within fourteen (14) days of receipt of the grievance at Step 3.

10.8 Failure to Act

If the President of the Union, or designate, does not present a grievance to the next higher level within the prescribed time limits, the grievance will be deemed to be abandoned. However, the Union shall not be deemed to have prejudiced their position on any future grievance.

10.9 Time Limit to Submit to Arbitration

Failing satisfactory settlement at Step 3, and pursuant to Article 11, the President of the Union or designate may inform the Employer of the intention to submit the dispute to arbitration within:

(a) thirty (30) days after the Employer's decision has been received; or

(b) thirty (30) days after the Employer's decision was due.

10.10 Amending of Time Limits

The time limits fixed in this grievance procedure may be altered by mutual consent of the Parties, but the same must be in writing. Where a grievance or a reply is presented by mail, it shall be deemed to be presented on the day on which it is post-marked and it shall be deemed to be received on the day it was delivered to the appropriate office of the Employer or the Union.

10.11 Dismissal or Suspension Grievance

In the case of a dispute arising from an employee's dismissal or suspension, the grievance may commence at Step 3 of the Grievance Procedure within thirty (30) days of the employee receiving notice of dismissal or notice of suspension. The requirements for stating the particulars of the grievance and reply contained in Article 10.4 will nevertheless apply.

10.12 Deviation from Grievance Procedure

The Employer agrees that after a grievance has been initiated by the Union, the representative of the Employer will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee without the consent of the Union. In the event that after having

initiated a grievance through the Grievance Procedure, an employee endeavours to pursue the same grievance through any other channels than this Grievance Procedure, then the Union agrees that pursuant to this Article, the grievance shall be considered to have been abandoned.

10.13 Policy Grievance

Where either Party disputes the general application, interpretation or alleged violation of an article of this Agreement, the dispute shall be discussed initially with the Employer or the Union as the case may be. Where no satisfactory agreement is reached, either Party may submit the dispute to arbitration, as set out in Article 11 of this Agreement.

10.14 Technical Objections to Grievance

It is the intent of both Parties to this Agreement that no grievance shall be defeated merely because of a technical error in processing the grievance through the grievance procedure. To this end an arbitration board shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in processing of the grievance, in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case. Time limits specified in this Article 10 shall not be deemed to be nor construed as matters of technicality but as matters of substance.

ARTICLE 11 - ARBITRATION

11.1 Notification

Where a difference arising between the Parties relating to the interpretation, application or administration of this Agreement, including any questions as to whether a matter is arbitrable or where an allegation is made that a term or condition of this Agreement has been violated, either of the Parties may, after exhausting the grievance procedure in Article 10, notify the other Party within thirty (30) days of the receipt of the reply at the third (3rd) step, of its desire to submit the difference or allegations to Arbitration.

11.2 Appointment of the Arbitrator/Board of Arbitration

When a Party has requested that a grievance be submitted to arbitration, it shall indicate to the other Party of the Agreement within seven (7) days:

- (a) its intention to submit the matter in dispute to a single arbitrator to be agreed upon by both Parties; should either Party not agree to submit the dispute to a single arbitrator, both Parties shall then have seven (7) days to name their appointee pursuant to (b) of this Article;
- (b) the name of its appointee to a Board of Arbitration. Within seven (7) days thereafter the other Party shall indicate the name of its appointee to the Board of Arbitration. The two appointees shall then meet to select an impartial chairman.

11.3 Failure to Appoint

If the recipient of the notice fails to appoint an arbitrator, or the two appointees fail to agree upon a chairman within seven (7) days of their appointment, the appointment shall be made pursuant to Section 86 of the Labour Code.

11.4 Procedure

The Arbitrator shall give full opportunity to all Parties to present evidence and make representations; shall hear and determine the difference or allegation; and shall make every effort to render a decision within fifteen (15) days of the first hearing.

11.5 Decision of Arbitration

The decision of the Arbitrator shall be final, binding and enforceable on the Parties. However, the Arbitrator shall not have the power to change this Agreement or to alter, modify or amend any of its provisions.

11.6 Expenses of Arbitrator

Each Party shall pay one-half (½) of the fees and expenses of the Arbitrator.

11.7 Amending Time Limits

The time limits fixed in the arbitration procedure may be altered by mutual consent of the Parties but the same must be in writing.

11.8 Investigator

During the term of the Collective Agreement, if a difference arises between the Parties relating to the dismissal or suspension of an employee, or to the interpretation, application, operation or the alleged violation of this Agreement, including any question as to whether a matter is arbitrable, Nicholas Glass or Barbara Bluman shall, within thirty (30) days of the date of receipt of the request and, with mutual agreement of the Parties:

- (a) investigate the difference;
- (b) define the issue(s) in the difference; and
- (c) make written recommendations to resolve the difference.

For those thirty (30) days from the date of receipt, time does not run in respect of the grievance procedure.

11.9

The Union and the Employer shall confer and may agree, without prejudice, to implement the investigator's recommendations that result from a hearing under Article 11.8.

ARTICLE 12 - DISCHARGE, SUSPENSION AND DISCIPLINE

12.1 Discipline Procedure

- (a) Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall notify the employee in advance of the meeting and shall advise the employee that a steward's presence is recommended. The employee shall be given sufficient time to arrange for a steward to attend the meeting, providing that this does not result in an undue delay of the appropriate action being taken. This clause shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.
- (b) No employee shall be disciplined, suspended or discharged except for just cause, and an employee shall be discharged only upon the written authority of the Employer.

(c) The Employer shall inform the Union steward verbally prior to imposing a suspension of more than five (5) days.

(d) Where this Agreement requires reasons in writing for disciplinary action, it is understood and agreed that compliance with that requirement shall be sufficient if verbal reasons are given immediately in the presence of the employee's steward, and are confirmed in writing within two (2) working days.

(e) When an employee is discharged or suspended, the employee shall be given the reason in writing in the presence of his steward. The President of the Union shall be advised, within five (5) working days, in writing by the Employer of the reason for such discharge or suspension.

(f) It is understood that where the employee being disciplined, suspended or discharged is a steward or Union Officer, the employee shall have the right to have a Staff Representative or Union Officer present.

12.2 Right to Grieve

An employee considered by the Union to be wrongfully or unjustly disciplined, suspended or discharged shall be entitled to recourse under the grievance procedure, in accordance with Article 10 of this Agreement.

12.3 Justice and Dignity

The Parties agree that in certain situations, it may be in the best interest of both Employer and employees that employees be reassigned or removed from all job sites during an investigation of conduct. In cases where an employee cannot be reassigned, the employee shall be considered to be on a leave of absence without loss of pay until the Employer makes a decision relative to imposing discipline.

12.4 Burden of Proof

In cases of discipline, suspension and discharge the burden of proof of just cause shall rest with the Employer.

Evidence called in support of disciplinary action taken by the Employer and evidence called in support of any grievance or response to disciplinary action shall be limited to evidence in support of the reasons raised in Article 12.1 or 10.4.

12.5 Right to Grieve Other Disciplinary Action

Disciplinary action grievable by employees shall include written censures, letters of reprimand and adverse reports or performance evaluation. Employees shall be given a copy of any such document placed on their file which might be the basis of disciplinary action. Should employees dispute any such entry in their file, they shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of their personnel record. Any such document, other than official evaluation reports, shall be removed from the employee's file after the expiration of twelve (12) months from the date it was issued, provided there has not been a similar further infraction. The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

12.6 Harassment

The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment, personal harassment based upon discrimination, and inappropriate personal conduct. The College confers particular responsibilities upon its administrators, managers and supervisors to implement College policies and to work diligently within their divisions or departments towards fulfilling the College's institutional commitment to provide a learning and working environment free of

discrimination, harassment and other prohibited behaviours. This includes the responsibility to foster a safe and non-discriminatory environment, to inform those under their authority of their responsibilities to avoid prohibited behaviour, to monitor activities within their jurisdiction, and to deal expeditiously and effectively with reports of prohibited conduct.

All employees shall be subject to discipline should they engage in prohibited behaviours as defined in Clauses 12.7, 12.8 or 12.9.

Complaints filed under Clauses 12.7, Sexual Harassment, and 12.8, Personal Harassment, shall be investigated in accordance with procedures set out in Clause 12.10. Complaints filed under Clause 12.9, Inappropriate Personal Conduct, will be handled through Article 10 - Grievances. If a Clause 12.9 complaint proceeds to arbitration, it will be presented in accordance with Clause 11.8, with the exception that the Investigator will be experienced in harassment law and may by mutual agreement be different than the persons named in Clause 11.8.

12.7 Sexual Harassment

Sexual harassment is one form of discrimination and is defined as any unwelcome comment or conduct of a sexual nature that may detrimentally affect the work environment, or lead to adverse, job-related consequences for the complainant. Both males and females can be sexually harassed by members of either sex. To constitute harassment behaviour may be repeated or persistent or may be a single serious incident.

Examples of sexual harassment include, but are not limited to:

- (a) sexual advances with actual or implied work-related consequences;
- (b) unwelcome remarks, questions, jokes or innuendo of a sexual nature, including sexist comments or sexual invitations;
- (c) verbal abuse, intimidation, or threats of a sexual nature;
- (d) leering, staring or making sexual gestures;
- (e) display of pornographic or other sexual materials;
- (f) offensive pictures, graffiti, cartoons or saying;
- (g) unwanted physical contact such as touching, patting, pinching or hugging;
- (h) physical assault of a sexual nature.

The definition of sexual harassment is not meant to inhibit interactions or relationships based on mutual consent or normal social contact between employees.

The legitimate study of topics of a sexual nature within the College's curriculum is not considered sexual harassment.

12.8 Personal Harassment Based Upon Discriminatory Grounds

- (a) Personal harassment based upon discriminatory grounds means verbal or physical behaviour that is discriminatory in nature, based upon another person's race, colour, ancestry, place of origin, political beliefs, religion, marital status, physical or mental disability, sex, age or sexual orientation. It is discriminatory behaviour, which would be considered reasonably to create an intimidating, humiliating or hostile work or learning environment and serves no legitimate, work-related purpose. To constitute harassment, behaviour may be repeated or persistent, or may be a single serious incident.

Such behaviour could include, but is not limited to:

- (1) Physical threats or intimidation;
- (2) words, gestures, actions or practical jokes, the natural consequence of which is to humiliate, alarm or abuse another person;
- (3) distribution or display of offensive pictures or materials.

12.9 Inappropriate Personal Conduct

(a) Inappropriate conduct means "*unwelcome*" or "*unwanted*" verbal or physical behaviour that is non-discriminatory in nature, directed at a person or specific group of people, which causes substantial distress in that person or group of people and serves no legitimate work-related purpose. As well, improper personal conduct does not include action occasioned through the exercise, in good faith, of the Employer's managerial/supervisory rights and responsibilities. In this context "*unwelcome*" or "*unwanted*" means any action which the respondent reasonably knows, or ought to know is not desired. Such behaviour could include but is not limited to:

- (1) words, gestures, actions or practical jokes, the natural consequence of which is to humiliate, ridicule, insult or degrade and which creates an intimidating or offensive environment;
 - (2) physical threats or intimidation;
 - (3) distribution or display of offensive pictures or materials.
- (b) Behaviour may be repeated or persistent or may be a single serious incident.
- (c) A written grievance in relation to this clause must be filed no later than thirty (30) days from the last occurrence and shall specify the details of the allegation(s).

12.10 Complaint Procedure for Sexual Harassment or Personal Harassment based on Discriminatory Grounds

(a) *Initial Consultation*

An employee who believes that he/she has been harassed and who is considering the initiation of a complaint may begin by discussing the matter with a Harassment Advisor. There will be a list of mutually agreed-upon Advisors who will advise and assist employees of the College in connection with harassment complaints. The Advisor will review the allegations on a confidential basis and provide the Complainant with information relating to due process, standards of confidentiality, standards of proof, College procedures and policies and advise on effective methods to resolve the matter.

The list of mutually agreed-upon Advisors are Terry Farrell, Liz Wilson, Triena Marples and Marian Exmann.

Following consultation with the Advisor, the Complainant may choose any of the following options:

- (1) to resolve the matter him/herself with the Respondent;
- (2) to request the Harassment Advisor to attempt an informal resolve between the Complainant and Respondent;
- (3) to request informal mediation between the Complainant and Respondent;
- (4) to proceed with a Formal Complaint in accordance with Clause 12.10(b);
- (5) to take no further action.

(b) *Formal Complaint*

- (1) The employee shall file a complaint to the Vice-President, College Development or a mutually agreed designate*, who will investigate and assess the factual evidence arising from the complaint. The investigator will adhere to the principles of due process in carrying out the investigation. The proof that the harassment complained of has been committed by the Respondent shall be clear and convincing evidence.
 - (i) For sexual harassment the complaint must be submitted in writing within six (6) months of the latest alleged occurrence.
 - (ii) For personal harassment based upon discriminatory grounds, the complaint must be submitted in writing within thirty (30) calendar days of the latest alleged occurrence.
- (2) A Formal Complaint must specify the details of the allegation(s) including:
 - (i) name, classification and work location of the respondent;
 - (ii) a detailed description of the specific action(s), conduct, event(s) or circumstance(s) which constitute harassment;
 - (iii) the specific remedy sought to satisfy the complaint;
 - (iv) date(s) of incident(s);
 - (v) name(s) of witness(es), if any;
 - (vi) description of prior attempts to resolve the matter, if any.
- (3) Upon receipt of the written complaint, the Vice-President or designate shall notify the Union Area Office Staff Representative and the Bargaining Unit Chairperson in writing.
- (4) The Vice-President or designate will investigate and assess the complaint based on the facts, employing the concept of due process. The investigation must be concluded within eight (8) working days of the Vice-President receiving the written complaint.
- (5) The Vice-President or designate may request an extension for the investigation period from the Union Area Office Staff Representative or Bargaining Unit Chairperson. The extension if granted shall not, in any event, be longer than five (5) working days.
- (6) The Vice-President or designate will inform the Complainant that he/she has the option of having a Steward present as an observer at the meeting(s) at which the Complainant is present.
- (7) The Vice-President or designate will inform the Respondent that he/she has the option of having a different Steward present as an observer at the meeting(s) at which the Respondent is present.
- (8) Pending determination of the complaint, the Vice-President or designate who is investigating may take interim measures to separate the employees concerned if deemed necessary.
- (9) In cases where a finding of harassment may result in the transfer of an employee, normally, it shall be the Respondent who is transferred, except where the Complainant requests to be transferred.
- (10) The Vice-President or designate may:
 - (i) make findings of fact;
 - (ii) decide if the facts constitute harassment;
 - (iii) attempt to mediate a resolve;

- (iv) if harassment has occurred, recommend administrative action to the President;
- (v) dismiss the complaint.

(11) The Vice-President or designate, who has investigated and assessed the facts as they relate to the incident(s), shall complete a written report to the President within five (5) working days of completion of the investigation.

(12) The Union Area Office Staff Representative, the Bargaining Unit Chairperson, the Complainant and the Respondent shall be apprised in writing of the recommendation(s) and/or action(s) to be taken.

(13) Where the Complainant is not satisfied with the final disposition, the Complainant may grieve at any step of the Grievance Procedure up to and including Arbitration. The time limits and procedures as specified under Article 10 will apply.

(14) Where the complaint is determined to be frivolous or vindictive in nature, the College will take appropriate action which may include discipline.

* *The mutually agreed-upon designates are: Joy Holmwood, Al Atkinson, Bob Cowin and Trish Angus.*

ARTICLE 13 - SENIORITY

13.1

(a) *Service Seniority Defined*

Means a regular employee's service with the Employer.

Regular employees shall be credited with service seniority equivalent to their length of continuous service with the Employer.

(b) *Classification Seniority*

Means regular employees' length of service in their present classification. All regular employees shall be credited with classification seniority equivalent to their length of service in their present classification with the Employer.

13.2 Seniority List

The service seniority list shall be updated semi annually and will be sent to the President of the Union or designate and to the Bargaining Unit Chairperson of the Local no later than August and December of each calendar year.

13.3 Loss of Seniority

Except as otherwise provided for in this Agreement, regular employees shall not accrue seniority when a leave of absence without pay is for periods over sixty (60) days' duration. Regular employees shall continue to accrue seniority if they are absent from work with pay. Employees shall lose their seniority only in the event that:

- (a) they are discharged for just cause;
- (b) subject to 13.4, they voluntarily terminate their employment or abandon their position; or
- (c) they are on layoff for more than one (1) year.

13.4 Re-employment

- (a) Regular employees who resign their position and within sixty (60) days are re-employed as a regular employee shall be granted a leave of absence without pay covering those days absent and shall retain all previous rights in relation to seniority and other fringe benefits.
- (b) If the period between resignation and re-employment exceeds sixty (60) days, the employee shall, upon completion of three years continuous service from the date of re-employment, have their previous length of service credited for purposes of seniority and vacation entitlement.

13.5 Seniority on Demotion

Regular employees who suffer demotion through no fault of their own, or who take a voluntary demotion, shall have their classification seniority adjusted to include all service previously held in the lower classification, together with all service in any higher classifications.

ARTICLE 14 - LABOUR FORCE ADJUSTMENT, LAYOFF AND RECALL

14.1 Labour Force Adjustment

See Common Agreement - Article 3.

14.2 Pre-Layoff Canvass

Where the Employer identifies a need to proceed with a layoff pursuant to Article 14.3, the Employer shall notify the Bargaining Unit Chairperson and the Staff Representative, in writing, prior to the issuing of any layoff notices. The notice shall include where the reduction is required, the number of positions to be affected, the department(s), the campus, the pay level classification and qualifications of the position(s), the reasons for layoff, and the cost reduction.

The bargaining unit Chairperson, the Staff Representative and the Labour Relations Manager will meet to discuss a pre-layoff canvass. The discussion will include:

- (a) identifying where the reduction(s) is required and number of position(s) to be affected;
- (b) identify specific position(s) to be canvassed based on a review of the pay level, classification and qualifications of the position(s) targeted for reduction.

Once the position(s) to be canvassed are agreed upon by the Parties, the Employer shall conduct the pre-layoff canvass by sending out written notice to identified employee(s) in (b) above.

Response from employee(s) to the voluntary layoff canvass must be submitted to the Personnel Department within ten (10) working days of issuance of the written notice. Employee responses shall be in writing.

Where there is a reduction of one (1) position and two (2) employees choose severance, the employee with the most service seniority shall be granted voluntary layoff. An employee who takes this voluntary layoff is entitled to severance pay per Article 14.11 and other benefits per Article 14.10.

It is understood that employees electing severance under this provision shall not be entitled to bumping rights or recall.

The Employer will confirm the layoff with the employee in writing, this decision is final and binding on the employee and the Employer.

If no employee from among the identified employees opts for voluntary layoff, the Employer will commence with layoff notice per Article 14.3.

14.3 Layoff

- (a) Auxiliary employees will be laid off prior to regular employees in classifications and groupings as identified in Article 33.4.
- (b) Regular employees shall be laid off in reverse order of service seniority providing the remaining employees have the ability, qualifications, and experience to perform the remaining work.
- (c) Where seniority is equal, the regular employee with the superior qualifications, skill, knowledge and training for his/her particular job is deemed to have greater seniority.
- (d) Bumping Procedure
 - (1) A regular employee shall not be entitled to bump another employee where the bump would constitute a promotion.
 - (2) Regular employees who receive notice of layoff shall have the right to bump employees with less seniority.
 - (3) The right to bump, subject to (2) above, shall be exercised in the following order:
 - (i) the employee with the least seniority at the same pay level for whose position he/she has the qualifications, ability and experience to do the job shall be bumped.
 - (ii) if (1) above does not result in a bump, the same procedure will be applied at each subsequent lower pay level.
 - (4) Regular employees who are bumped as a result of (2) and (3) above, shall have the same right to bump employees with less seniority.
 - (5) It is agreed that the trial or probationary period specified in Article 28.5(a) will apply to employees moving into a new job as a result of bumping.
 - (6) In the event the employee does not have the necessary seniority or qualifications, ability and experience to bump a second time, or he/she has proven to be unsatisfactory in the second job, he/she will be laid off.
 - (7) A regular employee shall notify the Employer in writing within five (5) days of receiving layoff notice whether bumping rights will be exercised or whether the employee opts for a layoff.
 - (8) If a regular employee opts for a layoff the employee must choose either recall rights in accordance with Article 14.5 or severance pay in accordance with Article 14.11 on the date the layoff is scheduled to occur. If a regular employee declines to make a selection he/she shall be deemed to have chosen recall rights.

14.4

The application of the layoff, bumping and recall procedures in Article 14.3 and 14.6 shall be subject to joint Employer/Union discussion. These procedures shall be carried out on a College-wide basis.

In the case of a dispute arising from Article 14.3 and Articles 14.6, the matter shall be resolved through the grievance procedure, commencing at Step 3.

14.5 Advance Notice

- (a) Where possible, the Employer will notify regular employees who are to be laid off, at least forty (40) working days prior to the effective date of layoff. If the employee has not had the opportunity to work twenty (20) full days after notice of layoff, the employee shall be paid in lieu of work for that part of the twenty (20) days during which work was not made available.
- (b) An employee who is offered an auxiliary recall and accepts that recall, cannot claim the right to notice or pay in lieu pursuant to Article 14.5(a) when the auxiliary work expires and the employee returns to layoff status.

14.6 Recall Rights and Procedure

- (a) Regular employees on layoff shall retain recall rights commencing with the date of layoff for a period of one (1) year.
- (b) In the event an employee performs auxiliary work during his/her period of layoff, the auxiliary time worked will be added to the one (1) year period of recall eligibility specified in Article 14.6(a).
- (c) Recall shall be in order of service seniority, regular employees preceding auxiliary employees, providing the regular employee has the necessary qualifications, ability and experience to fill the position and the recall would not constitute a promotion.
- (d) In the event the employee is recalled to his former position or to a position at the same pay level as his former position, the employee, at the time of recall, will be placed at the same step in the pay level that he was in at the time of layoff.

14.7 Repeating Term Employees

- (a) *Fixed Term Layoff*

When the Employer lays off repeating fixed term employees at the end of their fixed term and issues a recall notice for the beginning of the next fixed term, Article 14.3(a), (b), (d) and 14.6(c) will not apply. However, repeating fixed term employees may bump auxiliary employees whose duration of employment expires before the recall notice specified in the preceding sentence.

- (b) *Layoff*

This does not preclude the Employer from giving notice of layoff to a repeating fixed term employee during a fixed term or to a fixed term employee who has received a recall notice to begin a fixed term. In the event of a layoff of this nature, Clause 14.7(a) does not apply. Refer to Articles 14.2 to 14.6 and 14.8 to 14.11.

14.8 Recall from Layoff Without Posting

In the event a vacancy occurs and a regular employee on layoff status possesses the necessary qualifications, ability and experience, and providing the recall would not constitute a promotion, the vacancy will be offered to the most senior regular employee on the recall list and Article 28.1(a) will not apply.

14.9 Notice of Recall

- (a) Notice of recall to a regular position shall be made by telephone, or if unsuccessful, by registered mail to the last address of the employee known by the Employer. A copy of the letter shall be sent to the President of the Union. It shall be the employee's responsibility to keep the Employer informed of the employee's current address and telephone number during the period of layoff.

(b) Regular employees may refuse recall to an auxiliary position without affecting recall rights pursuant to Article 14.6.

14.10 Continuation of Benefits

(a) A regular employee on layoff will be entitled to the following benefits:

- Article 20.2 - Basic Medical Insurance;
- Article 20.3 - Extended Health Benefits;
- Article 20.4(a) - Group Life Insurance; and
- Article 20.6 - Dental Plan

for a period of one (1) year from the date of layoff, or as per Article 14.6(a). Premium payments will be in accordance with provisions provided in the above clauses.

14.11 Severance Pay

(a) A regular employee may opt for severance pay on the date the layoff was scheduled to occur, in which case the employee shall be deemed to have resigned and shall forfeit all seniority and right to recall.

(b) A regular employee with less than one (1) year's service seniority who has elected severance pay pursuant to this Article shall be entitled to severance pay in an amount equal to two (2) weeks' current straight-time pay.

(c) In the event of a layoff of a regular employee with one (1) or more years' service seniority who opts for severance pay the following shall apply:

- (1) for the first year of completed service seniority, three (3) weeks' current straight-time pay;
- (2) for the second year of completed service seniority, three (3) weeks' current straight-time pay;
- (3) for each completed year of service seniority thereafter, one-half (½) month's current straight-time pay;

The employee shall not receive an amount greater than six (6) months' current straight-time pay.

ARTICLE 15 - HOURS OF WORK

15.1

(a) Except for those employees provided for in paragraph (c) and (d) below, the standard workweek shall consist of thirty-five (35) hours of work on any five (5) consecutive days, only one (1) of which can be a Saturday or Sunday. Thirty (30) days' notice shall be given for a change in the five (5) consecutive working days.

(b) Regular part-time employees may be scheduled to work less than seven (7) hours per day and thirty-five (35) hours per week, as per Article 2.

(c) For those regular employees who were in the employ of the College on September 1, 1975, in accordance with the terms of their appointment letters, the standard workweek shall consist of thirty-five (35) hours of work in a Monday through Friday workweek. The workday shall consist of seven (7) working hours per day.

(d) The Union and the Employer recognize that various versions exist of a modified workweek concept which average thirty-five (35) hours per week. It is understood and agreed that such cases are exceptions to Clause 15.1(a) and (c) only in respect to the thirty-five (35) hour limitation, and the seven (7) hour per day limitation.

(e) See Common Agreement - Article 9.

(f) The College agrees to an overall limit of twenty percent (20%) of regular employees on regular workweeks which include Saturday and Sunday.

15.2 Standard Workday

(a) The standard workday for regular employees shall be seven (7) hours per day, between the hours of 8:00 a.m. and 5:00 p.m.

(b) Regular part-time employees may be scheduled to work less than seven (7) hours per day and thirty-five (35) hours per week, as per Article 2.

15.3 Meal Periods

(a) Unpaid meal periods will be scheduled as close to the middle of the workday or shift as possible and to correspond to dining room facilities. The length of the meal period shall be not less than thirty (30) minutes and not more than sixty (60) minutes.

(b) Employees shall be entitled to take their meal period away from the work station. Where this cannot be done because of a specific requirement of the immediate supervisor, the meal period shall be considered as time worked and compensated for at the applicable overtime rate.

15.4 Scheduling of Hours

(a) Except in the case of shift operations, or a modified workweek, the regular workday shall be scheduled to occur between the hours of 8:00 a.m. and 5:00 p.m.

(b) Flexible hours for individual employees may be scheduled upon mutual agreement between the employees at the local level and the Employer's designated representative. Such hours shall be scheduled between 6:00 a.m. and 10:00 p.m.

15.5 Clean-up Time

Employees shall be allowed reasonable time during the workday or shift for clean-up purposes.

15.6 Reporting Stations and Reporting to Work

(a) Where employees are required to report to a central location in order to be assigned their work location, their shift, or workday shall commence from the time they are required to report for assignment.

(b) Every employee covered by this Agreement shall be assigned a designated reporting station. When temporarily assigned another work location, time spent in travel from the employee's residence to the new work location in excess of time normally spent in travel from the employee's residence to employee's designated reporting station shall be considered as time worked.

(c) When employee's reporting stations are to be changed, they shall be given a minimum of thirty (30) calendar days' advance notice of such change.

(d) In the event that the Employer requires the employee to change reporting stations before the expiry of the final thirty (30) calendar days of the notice period, then they will be eligible to receive a mileage allowance as set out in Article 32.9.

- (e) The mileage allowance will only be payable:
 - (1) once per day for each day within the unexpired notice period, on which the employees report to the new location, and
 - (2) only to compensate the employee for the number of additional miles necessarily travelled between their residence and the new reporting station.

15.7 Rest Periods

All employees shall have two (2) fifteen (15) minute rest periods in each work period in excess of six (6) hours, one (1) rest period to be granted before and one (1) after the meal period. Employees working shifts of four and one-half (4½) hours but not more than six (6) hours, shall receive two (2) rest periods during such a shift. Employees working shifts of less than four and one-half (4½) hours shall be granted one (1) rest period during such a shift. Rest periods shall not begin until one (1) hour after the commencement of work or not later than one (1) hour before either the meal period or the end of the shift, however, a single rest period of thirty (30) minutes may be taken during the second and third shifts subject to approval by the Union. Rest periods shall be taken without loss of pay to the employees.

15.8 Changes in Hours of Work - Work Schedules

- (a) The Employer will provide written notification to those regular employee(s) that are to be affected by significant changes in their existing work hour/schedules.
- (b) Employee(s) request(s) for changing existing work schedules(s) will be made in writing to their supervisor.
- (c) The Parties agree that the Labour/Management Committee is the final avenue for concerns raised over any change as specified in 15.8(a) or (b).

ARTICLE 16 - SHIFT WORK

16.1 Definition of Shifts

- (a) "*Day Shift*" shall be defined as any shift which starts between the hours of 6:00 a.m. and 11:00 a.m. inclusive.
- (b) "*Afternoon Shift*" shall be defined as any shift which starts between the hours of 2:00 p.m. and 7:00 p.m. inclusive.
- (c) "*Evening Shift*" shall be defined as any shift which starts between the hours of 10:00 p.m. and 3:00 a.m. inclusive.
- (d) "*Overlapping Shifts*" shall be defined as any shift which starts between:
 - (1) 12:00 noon and 1:00 p.m. inclusive; or
 - (2) 8:00 p.m. and 9:00 p.m. inclusive; or
 - (3) 4:00 a.m. and 5:00 a.m. inclusive.

16.2 Shift Premiums

- (a) Shift premiums shall be paid in accordance with the following schedule:

| Shift Starting Time | Hours at No Premium | Hours at 75¢ Premium | Hours at 85¢ Premium |
|---------------------|---------------------|----------------------|----------------------|
| 6:00 a.m. | 7 | | |
| 7:00 a.m. | 7 | | |
| 8:00 a.m. | 7 | | |
| 9:00 a.m. | 7 | | |
| 10:00 a.m. | 7 | | |
| 11:00 a.m. | 7 | | |
| 12:00 noon | 4 | 3 | |
| 1:00 p.m. | 3 | 4 | |
| 2:00 p.m. | | 7 | |
| 3:00 p.m. | | 7 | |
| 4:00 p.m. | | 7 | |
| 5:00 p.m. | | 7 | |
| 6:00 p.m. | | 7 | |
| 7:00 p.m. | | 7 | |
| 8:00 p.m. | | 4 | 3 |
| 9:00 p.m. | | 3 | 4 |
| 10:00 p.m. | | | 7 |
| 11:00 p.m. | | | 7 |
| 12:00 midnight | | | 7 |
| 1:00 a.m. | | | 7 |
| 2:00 a.m. | | | 7 |
| 3:00 a.m. | | | 7 |
| 4:00 a.m. | 3 | | 4 |
| 5:00 a.m. | 4 | | 3 |

- (b) Shift premiums will apply to hours worked on part-time shifts.
- (c) Shift premiums will apply to a maximum of seven (7) hours per assigned shift where the length of the workday has been varied in accordance with Article 15 - "Hours of Work".
- (d) Shift premiums will apply to overtime hours in conjunction with a shift.

16.3 Notice of Shift Schedules

Schedules of shift work for regular employees and auxiliary employees working a scheduled shift shall be posted at least five (5) days in advance of the starting day of a new schedule. However, the Employer will make every effort to post shift schedules fourteen (14) days in advance and employees involved will be consulted prior to any change in the shift schedule in order to determine their availability.

In the event that employees' schedules of shift work and/or hours of work are changed without the five (5) days' advance notice required, they will receive a premium of fifty cents (50¢) per hour for work performed on the first new scheduled shifts to which they changed in addition to their regular pay. Subsequent shifts worked on the new schedules shall be without this premium.

16.4 Rotation and Scheduling

- (a) Where practical, having regard for the operational requirements of the College and the situations and circumstances of the affected employees, shifts will be rotated on an equal basis amongst the employees who are involved.
- (b) All employees involved in the scheduling shall be consulted prior to its implementation.

16.5 Exchange of Shifts

Employees may initiate a shift exchange with the approval of the Employer, provided that sufficient advance notice is given. The Employer will not incur additional costs per Article 16.2 and 16.6 due to shift exchange.

16.6 Short Changeover Premium

If shifts are scheduled so that there are not twenty-four (24) hours between the start of an employee's shift and the start of that employee's next shift, a premium calculated at overtime rates will be paid for hours worked on the succeeding shift within the twenty-four (24) hour period.

16.7 Split Shifts

No shift shall be split for a period longer than the regularly scheduled meal periods.

16.8 Weekend Premium

See Common Agreement - Article 9(d).

ARTICLE 17 - OVERTIME

17.1 Definitions

- (a) "*Overtime*" means work performed by full-time employees in excess or outside of their regularly scheduled hours of work.
- (b) "*Straight-time rate*" means the hourly rate of remuneration.
- (c) "*Time and one-half*" means one and one-half (1½) times the straight-time rate.
- (d) "*Double time*" means twice the straight-time rate.

17.2 Overtime Entitlement

- (a) An employee working a regularly scheduled seven (7) hour day shall be entitled to overtime after seven (7) hours of work on the regularly scheduled workday.
- (b) An employee working a regularly scheduled day of fixed duration on a modified workweek shall be entitled to overtime after the regularly scheduled hours in a day are exceeded.
- (c) An employee working a flexible schedule of daily hours shall be entitled to overtime after the total hours for the averaging period have been exceeded.

(d) An employee shall be entitled to overtime compensation after thirty-five (35) hours in any regular workweek, seven (7) hours in any regular workday, or the agreed upon number of hours for a modified work period.

17.3 Recording of Overtime

Employees shall record starting and finishing times for overtime worked in a form determined by the Employer.

17.4 Sharing of Overtime

The first opportunity for overtime work would go to those specific individuals who normally do the work in question. Otherwise it shall be allocated on an equitable basis within the work area.

Regular full-time employees shall be afforded the opportunity to work the overtime prior to regular part-time employees and auxiliary employees working overtime.

17.5 Overtime Compensation

(a) Overtime worked shall be compensated for at the following rates:

- (1) time and one-half ($1\frac{1}{2}x$) for the first two (2) hours of overtime on a regularly-scheduled work day;
- (2) double time ($2x$) for time worked in excess of two (2) hours of overtime on a regularly-scheduled work day; and
- (3) double time ($2x$) for all hours worked on a day of rest.

The compensation of overtime in (1) and (2) is to be on a daily basis and not cumulative.

(b) Employees who work on a Paid Holiday which is not a scheduled work day shall receive their regular day's pay, and they shall receive additional compensation at the rate of double time ($2x$) for all hours worked. However, for Christmas Day and New Year's Day, they shall receive additional compensation at the rate of double time and one-half ($2\frac{1}{2}x$) for all hours worked.

(c) Employees on travel status who are required to travel on the Employer's business outside their regular working hours shall be compensated at the applicable overtime rates for all hours travelled. The Employer may determine the means of such travel.

(d) Employees shall have the option of receiving cash for overtime compensation or the equivalent compensating time off in lieu of being paid, to a limit of fifty (50) hours.

(e) If employees elect to take compensating time off for overtime compensation, they shall be entitled within sixty (60) days to schedule such earned time off.

(f) At year end, or at termination of employment, any overtime banked during that calendar year shall automatically be paid in cash.

(g) Overtime shall be calculated in thirty (30) minute increments.

17.6 Overtime Meal Allowance

Employees who are required to work a minimum of two and one-half ($2\frac{1}{2}$) hours' overtime before or after their scheduled hours of work shall be provided with a hot meal or shall be reimbursed in the amount of ten dollars (\$10). A meal break of one-half ($\frac{1}{2}$) hour with pay shall be given at the overtime rate. A further hot meal allowance of ten dollars (\$10) and a meal break of one-half ($\frac{1}{2}$) hour with pay shall be provided during each subsequent four (4) hour overtime period.

17.7 No Layoff to Compensate for Overtime

Employees shall not be required to layoff during regular hours to equalize any overtime worked.

17.8 Right to Refuse Overtime

Employees shall each have the individual right to refuse to work overtime without being subject to disciplinary action for so refusing. This right shall not be exercised in concert.

17.9 Overtime for Part-Time Employees

Part-time employees working less than seven (7) hours per day, and who are required to work in excess of their regularly scheduled hours, shall be paid at the rate of straight-time for the hours so worked up to and including seven (7) hours in the working day. Regular overtime rates would apply after seven (7) hours in the day and for all work performed on Statutory holidays and days off designated by the College. Any employee working more than thirty-five (35) hours in a week shall receive overtime after the thirty-five (35) hours.

17.10 Callout Provisions

Regular employees who are called back to work outside normal hours, shall be compensated for a minimum of four (4) hours at the applicable overtime rates, and will be reimbursed at applicable mileage rates for portal-to-portal transportation. A callout is not an extended shift.

17.11 Rest Interval

Employees required to work overtime beyond their regularly scheduled shift shall be entitled to eight clear hours between the end of the overtime worked and the start of their next regular shift. If eight clear hours are not provided, overtime rates shall apply to all hours worked on the regular shift.

ARTICLE 18 - HOLIDAYS**18.1 Paid Holidays**

- (a) The Employer recognizes the following as paid holidays:

| | |
|----------------------|------------------|
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Queen's Birthday | Christmas Eve |
| Canada Day | Christmas Day |
| British Columbia Day | Boxing Day |
| Labour Day | New Year's Eve |
| New Year's Day | |

- (b) Any other day proclaimed as a holiday by the Federal, Provincial and/or Municipal Government, in which an employee regularly works, provided that the Municipality declaring such a holiday gives its own employees a holiday as a result of such proclamations.

Employees who are on leave of absence without pay shall be entitled to the provisions of Article 18 when they have received at least ten (10) days' pay at straight-time rates during the previous thirty (30) calendar days.

18.2 Holidays Falling on Saturday or Sunday

For the employee whose workweek is from Monday to Friday and when any of the above noted holidays falls on a Saturday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this Agreement and when a holiday falls on a Sunday and it is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding Article already applies to the Monday) shall be deemed to be the holiday for the purposes of this Agreement.

18.3 Holiday Falling on a Day of Rest

When a Paid Holiday falls on an employee's day of rest, the employee shall be entitled to a day off with pay in lieu. The day in lieu shall be taken on the first regularly-scheduled work day following the day of rest.

18.4 Holiday Falling on a Scheduled Workday

An employee who works on a designated holiday which is a scheduled workday shall be compensated at the rate of double time for all hours worked plus a day off in lieu of the holiday; except for Christmas and New Year's when the compensation shall be at the rate of double time and one-half for all hours worked plus a day off in lieu of the holiday.

18.5 Holiday Coinciding with a Day of Vacation

Where an employee is on vacation leave and a day of paid holiday falls within that period, the paid holiday shall not count as a day of vacation.

18.6 Paid Holiday Pay

Payment for paid holidays will be made at an employee's basic pay, except if an employee has been working in a higher paid position than employee's regular position for a majority of the scheduled work hours in the sixty (60) working days preceding the holiday, in which case employee shall receive the higher rate.

ARTICLE 19 - ANNUAL VACATIONS

19.1 Vacation Entitlement in Incomplete Year

During any incomplete year, ie., a year in which an employee does not work a complete calendar year, vacation entitlement shall be accumulated as earned to the employee's credit at the rate of one-twelfth of the annual entitlement for each month in which the employee has received at least ten (10) days' pay at straight-time rates.

19.2 Vacation Entitlement in Full Calendar Years

Employees shall be entitled to take vacation with pay in accordance with the following schedule commencing with their first complete calendar year:

- (a) In the first complete calendar year of employment 15 days
- (b) In the fourth complete calendar year of employment..... 20 days
- (c) In the sixth complete calendar year of employment..... 25 days
- (d) In the twelfth complete calendar year of employment 30 days
- (e) In the fifteenth complete calendar year of employment..... 31 days
- (f) In the sixteenth complete calendar year of employment..... 32 days
- (g) In the seventeenth complete calendar year of employment 33 days

- (h) In the eighteenth complete calendar year of employment..... 34 days
- (i) In the nineteenth complete calendar year of employment..... 35 days

In the event of an employee having taken vacation in a calendar year but failing to complete entitlement, a pro-rata deduction from final pay will be made.

19.3 Prime Time Vacation Period

Subject to the provisions of this Article, it is the intent of the Parties that no employees shall be restricted in the time of year they choose to take their vacation entitlement. However, all employees shall be allowed to take their vacation entitlement during the period April 1 to September 30 inclusive, which shall be defined as the prime-time vacation period.

19.4 Vacation Preference

(a) Preference in the selection and allocation of vacation time shall be determined on the basis of service seniority within a classification series in each work unit. Where employees choose to split their vacation, their second choice of vacation time shall be made only after all other employees concerned have made their initial selection.

(b) Regular vacations shall have priority over banked vacation time during the prime-time vacation period.

19.5 Vacation Schedules

(a) Vacation schedules will be circulated and posted by April 15th of each year.

(b) Employees who do not exercise their seniority rights within one (1) month of posting the vacation schedule shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.

(c) Employees who transfer to another office or work location where the vacation schedule has already been completed will not be entitled to exercise their seniority rights for that year only. However, every effort shall be made to grant vacation at the time of the employee's choice.

(d) The Union recognizes the importance to the College of assuring coverage of positions.

19.6 Vacation Relief

Where vacation relief is required, in order of seniority, the Employer shall give regular employees in the same department and/or work area who meet the minimum qualifications the opportunity to substitute in higher-paying positions and arrange for staff replacements at the lowest paying category.

19.7 New Employees

An employee earns, but is not entitled as a matter of right to receive, vacation leave during the first three (3) months of continuous service. The College may authorize vacation leave during this period, upon written request by the employee.

19.8 Scheduled Vacations

Vacation schedules, once approved by the Employer, shall not be changed, except by mutual agreement between employee and the Employer.

19.9 Vacation Pay

(a) Payment for vacations will be made at an employee's regular rate of pay, except if an employee has been working in a higher paid position than employee's regular position for a majority of the

scheduled work hours in the sixty (60) working days preceding employee's vacation in which case employee shall receive the higher rate.

(b) Employees shall receive any cheques which would normally fall due during the period of their vacation two (2) full banking days prior to the commencement of their vacation, provided that the College has been given at least two (2) calendar weeks' notice of the date on which the employees will commence their vacation.

19.10 Approved Leave of Absence with Pay During Vacation

When employees are qualified for sick leave, bereavement, or any other approved leave with pay during their vacation period, there shall be no deduction from the vacation credits for such leave. An employee intending to claim displaced vacation leave must advise the Employer and provide a fully completed sick leave form within five (5) working days of returning to work. The period of vacation so displaced shall be taken at a mutually agreed time.

19.11 Callback on Vacation

(a) Employees who have commenced their annual vacation shall not be called back to work except in cases of extreme emergency. Employees called back shall be compensated at the rate of double time for all time worked and shall be entitled to schedule vacation at a later date. Expenses incurred in callback, including transportation costs, etc. shall be reimbursed by the Employer.

(b) Time necessary for travel in returning to employee's place of duty and returning again to the place from which employee was recalled shall not be counted against employee's remaining vacation entitlement.

19.12 Vacation Carryover

An employee may carry over up to five (5) days' vacation leave per vacation year for two (2) consecutive vacation years, to a maximum of ten (10) days which must be taken not later than the third consecutive vacation year.

Employees shall not receive cash in lieu of vacation time, except upon termination.

The restrictions in this clause do not apply in situations where the Employer does not permit scheduling of the vacation prior to the end of the year.

ARTICLE 20 - HEALTH AND WELFARE

See Common Agreement - Article 13

20.1

The Group Benefit Plan Booklet will provide you additional information on the benefit entitlement identified in this Article. The Benefit Plans in Article 20.2, 20.3, 20.4, 20.5, 20.6(b) and 20.7(b) will be paid in accordance with the schedule of benefits outlined and are subject to the limitations specified in the carrier's plan including eligibility requirements.

20.2 Basic Medical Insurance

All regular employees may choose to be covered by the Medical Services Plan. Employees may choose to extend coverage to their dependents. The Employer shall pay the full cost of the premium.

20.3 Extended Health Benefits

All regular employees may choose to have themselves and their dependents covered by the Extended Health Care Benefits, which shall include an eye-glass or contact lens option. The Employer shall pay the full cost of the premium.

20.4 Group Life and Long Term Disability Insurance

- (a) All regular employees shall participate in a mutually agreed upon group life plan. The full cost of the premium shall be borne by the Employer.
- (b) All regular employees shall participate in a mutually agreed-upon Long Term Disability Plan. The full cost of the premiums shall be borne by the Employer.

20.5 Hearing Aids

See Common Agreement - Article 13.

20.6 Dental Plan

The College pays the entire premium of a comprehensive dental plan. The plan pays for service to the staff member and dependents on the following basis:

- (a) One hundred percent (100%) of routine treatment, including diagnostic, preventive, surgical, restorative services, prosthetic repairs, endodontics and periodontics;
- (b) Sixty percent (60%) of major treatments such as crowns, bridges and dentures;
- (c) Fifty percent (50%) of orthodontic treatment to a maximum of three thousand dollars (\$3,000) per dependent between the ages six (6) to seventeen (17) inclusive.

20.7 Sick Leave

Sick leave is defined as absence because of an employee's illness or injury not incurred in the performance of his/her duties. The purpose of the Sick Leave Plan is to insure against loss of earnings for College employees who are prevented by illness or injury from performing his/her duties.

- (a) All eligible employees shall be granted sick leave with pay for the first thirty (30) calendar days of absence due to illness or injury not compensable under the provisions of the Worker's Compensation Act.
- (b) After thirty (30) calendar days of a single and continuous illness or injury, the provisions of STIIP and Long Term Disability Plans shall apply.
- (c) An ill or injured employee who receives paid sick leave in accordance with Article 20 and who for the same leave(s) receives compensation for lost wages arising from the Workers' Compensation Act, ICBC, or legal action initiated by the employee against a Third Party or other entity is obligated to notify and reimburse the College for an amount equal to that which was paid by the College for the leave(s). Upon commencing such leave, the employee may be required to sign a form which will assign first payment to the College in the amount of any monies paid by the College in respect the leave.

20.8

The Basic Medical Insurance, Extended Health Benefits, Group Life and Long Term Disability Insurance, as well as the Dental Plan will be paid in accordance with the schedule of benefits listed in the carrier's plans, and subject to the limitation and eligibility requirements specified in the Plans.

20.9

An employee requiring clarification on their Health and Welfare Benefits or that chooses to appeal a claims decision should contact the Personnel Department who will provide an outline of the appeal procedure.

20.10 Employee to Inform Employer

Employees shall make every reasonable effort to inform the Employer as soon as possible of their inability to report to work because of illness or injury. Employees returning to work from sick leave/WCB shall immediately return to the payroll schedule the employee was on prior to the leave.

20.11 Sick Leave Form

An employee absent from work through illness or injury shall within three (3) days of returning to work from the initial absence, shall submit a fully completed sick leave form. The Employer may also request a fully completed report from a qualified medical practitioner in one (1) or more of the following circumstances:

- (1) where it appears that a pattern of consistent or frequent absence from work is developing;
- (2) where the employee has been absent for five (5) consecutive scheduled days of work;
- (3) where at least fifteen (15) days have elapsed since the last statement was obtained and the employee has been in receipt of plan benefits throughout that period.

Benefits will cease to be paid when an employee fails to provide satisfactory evidence of medical disability during the benefit period.

Where the Employer requests a report from a medical practitioner the Employer will bear the costs incurred in obtaining same.

20.12 Ineligible for Sick Leave

Employees are not eligible for sick leave with pay for any period during which they are on leave of absence without pay, under suspension, on strike, on layoff, or locked out.

20.13 Medical Examination

- (a) Where the Employer requires an employee to submit to a medical examination, it shall be at the Employer's expense and on the Employer's time, other than a medical examination required under Article 20.8 hereof.
- (b) The right is reserved to the College to define the scope of the medical examination. The cost of this examination to be set by the fee schedule subscribed to by the B.C. Medical Association.

20.14 Legislative Changes

If the premiums paid by the Employer for any employee benefit covered by this Agreement or applicable legislation are reduced as a result of any legislative action, the amount of the saving shall be used to increase other benefits available to the employees, as may be mutually agreed between the Parties.

20.15 Benefit Coverage During Leave of Absence

- (a) The Parties to this Agreement recognize and agree that except where specific arrangements are made as provided in this Agreement, all benefits and entitlements provided by this Agreement are suspended for an employee who is absent on leave of absence without pay.

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

- Group Life Insurance;
- Accidental Death and Dismemberment Benefit;
- Dental Plan;
- Extended Health Care;
- Medical Services Plan of B.C.,

the employee may maintain coverage in those Plans. The employee must pay one hundred percent (100%) of the premiums for those coverage during such leave. The Employer will continue to remit premiums on behalf of such employees. Mutually acceptable arrangements for repayment of the employee's portion shall be made in advance of the commencement of the leave. Failure by the employee to effect payment of the premiums may result in loss of coverage.

(c) Where an employee has been granted an approved leave of absence without pay, in excess of thirty (30) calendar days, and the employee has been participating in the Long Term Disability Plan, the provisions of (b) above shall apply for payment of premiums during the leave.

For an employee who is disabled during the leave of absence, and who is unable to return to work on the previously agreed-to date of return from leave, payment of benefits shall be as follows:

Effective the previously agreed-to date of return from leave, the provisions of Article 20.7, "*Sick Leave*", shall apply for thirty (30) days.

On the thirty-first (31st) day, the Long Term Disability Plan shall come into effect and continue for the term of the disability.

20.16 Contributions in Advance

Except in the case of the Municipal Superannuation Plan, where this Agreement requires the College to deduct from an employee's pay the employee's contribution toward the premium payments for any insurance or benefit plan, such deductions shall be made one (1) month in advance. That is, deductions will be made at the end of a current month for the employee's contribution for coverage effective in the following month.

In the case of newly appointed employees or employees newly enrolled, the first deductions will be double deductions in order to pay the premiums for both the current and the following month.

As required by the applicable legislation, the deductions for the Municipal Superannuation Plan are made at the end of each month relative to the month then ending, not in advance.

All contributions made by the College on behalf of the employees are similarly made in advance.

20.17 Early Retirement Incentive

(a) The Employer may make a written offer of an early retirement incentive to a regular employee(s) who is age fifty-five (55) or over and has minimum of ten (10) years' contributory pensionable service in the Municipal Pension Plan.

(b) The offer will advise the employee of the right to consult his or her Union, the early retirement date, the specific amount of the incentive, the payment schedule, any financial counselling being offered to the employee at the expense of the Employer, and the availability of any continuation of medical, extended health or other benefits in a group of employees or retirees.

(c) Acceptance or rejection must be communicated in writing by the employee within thirty (30) days of the date of the offer, unless this period is extended by mutual agreement.

(d) The amount of the incentive will be based on regular salary, without inclusion of premium rates or the employee's experience earning premium rates of pay, in the following amounts:

| Full Year to Retirement | Incentive |
|--------------------------------|----------------------------|
| 1 | Up to 20% of annual salary |
| 2 | 21-40% of annual salary |
| 3 | 41-60% of annual salary |
| 4 | 61-80% of annual salary |
| 5 or more | 81-100% of annual salary |

ARTICLE 21 - STAFF TRAINING AND DEVELOPMENT

21.1 Education and Training

Preamble

Both Parties recognize a need to provide employees with opportunities to improve their skills and qualifications, and to prepare for promotional advancement for present or foreseeable jobs within the College.

21.2 Fund

The Employer shall, at the beginning of each fiscal year allot an amount equal to forty-nine dollars and fifty cents (\$49.50) per regular employee, to be disbursed according to the provisions of this Article.

21.3

(a) Applications under this Article shall be considered by a joint committee, appointed as a sub-committee of the Labour-Management Relations Committee, comprised of equal numbers of Union and Employer representatives, maximum of two (2) representatives a piece.

(b) The Labour/Management Relations Committee shall establish criteria to be used by this Sub-committee when considering applications under this Article.

(c) Applications may be approved, amended or denied by the Sub-committee. If the Sub-committee approves, or approves as amended the application for leave, then the Employer shall grant the employee leave with pay or partial pay as determined by the Sub-committee.

It is understood that the authority of this Sub-committee to grant leave is only for the specific hours in which the training is to be undertaken plus travel.

(d) Disputes arising out of application of this Article shall be referred to the Labour/Management Relations Committee for resolution. Failure to resolve the dispute at that level may result in the dispute being submitted to Step 3 of the grievance procedure.

(e) The total costs approved by the Sub-committee shall not exceed the total amount set aside in Article 21.2 above. For the purposes of this Article costs may include salaries, tuition fees, and/or course materials required by the applicant.

(f) Leave approved in one fiscal year may be partially taken in the subsequent fiscal year where the course or seminar is scheduled so as to begin in one fiscal year and conclude in a subsequent fiscal year.

(g) Leave granted under this Article shall be without loss of seniority or benefits. Employees granted leave shall continue to accrue seniority and receive all benefits during the period of such leave.

21.4 Administration of the Fund

(a) For the purpose of administering this fund, the year shall be divided into three (3) periods with one-third ($\frac{1}{3}$) of the total amount in the fund allocated for expenditure in each period.

(b) Applications received by December 1, February 1, April 1, June 1, August 1 and October 1 will be reviewed and approved/rejected within thirty (30) days.

(c) Applications received after the dates specified will receive consideration within thirty (30) days of receipt. Any grant approved will depend upon the availability of funds allocated to that expenditure period.

(d) Any funds unexpended to the end of a period will be carried forward for expenditure in subsequent periods. Funds may be carried from one (1) fiscal year to the next.

(e) Approval for funding may be approved retroactively.

(f) Preference shall be given to an application which clearly shows that the activity to be funded is part of the employee's plan for career development, over an application for funding for an activity unrelated to any plan.

(g) The funds shall be used for credit and credit-free courses and activities.

(h) No single employee shall be sponsored for education and training at a total cost to the fund in excess of seven hundred dollars (\$700) in one (1) fiscal year for tuition fees, course materials and travel expenses. The cost of travel expenses shall not exceed the cost of tuition fees.

(i) (1) Activities shall be funded up to one hundred percent (100%) of the cost of tuition, not to exceed the limit outlined in 21.4(h).

(2) Preference will be given to activities offered by an accredited recognized institution and/or a professional association which form part of a course of studies leading to a diploma, certificate, or degree.

(j) The fund shall be charged only for replacement salaries, tuition fees, and/or course materials.

(k) If the activity only occurs during the employee's normal working hours, it is understood that if the Sub-committee approves the application for the employee to attend the activity, the Employer shall grant the employee leave with pay/partial pay/without pay as decided by the Sub-committee.

Where such leave is granted, it shall only be for a period sufficient to cover attendance at the activity plus travel time. Any request for leave exceeding the time frame specified in this paragraph is beyond the jurisdiction of this Sub-committee and would have to be dealt with via Article 22.8.

The supervisor, on behalf of the Employer, has the sole discretion to determine if a replacement is necessary.

(l) (1) Monthly, the Sub-committee will provide the chairperson of the Bargaining Committee a copy of the budget summary.

(2) Annually, the Sub-committee will provide the chairperson of the Bargaining Committee a copy of the Sub-committee's financial records which show the specific allocations and expenditures.

(m) None of the above is to be interpreted as limiting the discretionary power of the Sub-committee in assessing special and unique cases and making recommendations to the Labour/Management Relations Committee.

(n) In the event that an employee does not attend, fails or withdraws from an approved education and training activity, the College is authorized to commence payroll deductions until the total amount paid by the Education and Training Fund has been deducted (maximum recovery rate shall not exceed five percent (5%) of an employee's basic biweekly salary).

(o) If an employee terminates employment with the College prior to completion of a course, the College is authorized to deduct the total fee from the employee's final paycheque.

21.5 Future Operation

The Labour/Management Relations Committee shall monitor the operation of this clause and may, from time to time, recommend appropriate procedural/structural changes to the Parties.

21.6 College Study Benefits

An employee with one (1) or more years of service seniority shall be entitled to take two (2) College credit courses or the equivalent P.L.A. credits per semester, without payment of the tuition fee, outside the employee's normal working hours. If such courses are only offered during regular working hours, permission may be obtained from the administrator provided that arrangements are made to make up time absent at no expense to the College.

21.7 Orientation Committee

The Parties to this Agreement agree that it is important for the Employer to incorporate personnel policies and practices that would define the nature and purpose and also support roles of employees.

It is therefore agreed that the Orientation Committee consisting of one (1) management representative and one (1) Union representative will continue to operate for the purpose of maintaining an effective orientation program for staff.

The Union representative will be designated from within the bargaining unit and will suffer no loss of seniority, benefits or pay as a result of attending committee meetings.

The Employer agrees to provide thirty (30) minutes to the Bargaining Unit Chairperson or designate to meet privately with new employees as a group. The B.C. Government and Service Employees' Union presentation will, when possible, be the final item on the agenda for orientation sessions.

21.8 Personnel Development Committee

(a) Continuation of Committee

The Personnel Development Committee will continue to operate to promote and organize activities designed to enhance technical and work-related skills and knowledge of employees.

The Committee is composed of two Union representatives plus the Director of Personnel or his designate as ex-officio member.

(b) Funding

The Committee shall be allotted an annual budget of seven dollars and fifty cents (\$7.50) per regular employee.

The Committee may allot funds to departmental or work unit groups for personnel development activities.

(c) It is agreed that employees covered by this Agreement be granted time off without loss of pay, seniority or benefits, to attend sessions organized by the Personnel Development Committee with the permission of the Employer.

Every effort will be made to allow employees to attend these meetings.

(d) Funds may be carried over from one fiscal year to the next.

21.9 Educational Leave

(a) The Employer supports the concept of career development for the purposes of enabling employees to upgrade their skills and knowledge in order to prepare for future employment opportunities.

(b) The College may grant a regular employee with a minimum of three (3) years' regular service, educational leave to a maximum of twelve (12) months, once every two (2) years under this Article. It is agreed that there will be a minimum of two (2) years between such leaves. A maximum of five (5) such leaves may be approved in any given year.

(c) The College shall maintain coverage of medical, extended health, group life and dental premiums while the employee is on leave under this Article.

(d) Requests for educational leave shall be submitted in writing, three (3) months prior to the commencement of leave. An employee may withdraw their request until such time as a replacement has been selected.

(e) An employee shall return to the College at the completion of the leave for a period of time equal to the period of the educational leave taken.

(f) Should an employee not fulfil the requirement in (e) above, he/she shall reimburse the Employer for the full costs of the benefits paid by the College, with a repayment schedule that is mutually agreeable.

(g) Employees granted leave under this Article shall suffer no loss of seniority, provided they fulfil the requirements in (e) above. In the event the employee does not fulfil the requirements in (e) above they shall be credited with seniority proportional to the length of time spent upon return to work. Upon return to the College, the employee shall return to their former position. In the event that the position has been eliminated, Article 14 will apply.

The Employer shall provide nine thousand, five hundred and forty-five (\$9,545) per year for this purpose. Funds allocated for the purposes of this Article that are unused at the end of any given fiscal year shall be re-allocated to the Education and Training Fund provided for in Article 21.

21.10 Professional Development for Specialized Positions

(a) Employees filling regular positions that require a degree or equivalent shall be entitled to up to two (2) days' leave with pay per fiscal year for the following purposes:

(1) to attend conferences or conventions related to the employee's field or specialization;

(2) to participate in seminars, workshops, symposia, or other similar out-service programs to keep up to date with knowledge and skills in the employee's respective field.

(b) Requests for leaves greater than two (2) days, but not exceeding five (5) days may be granted at the sole discretion of the appropriate Administrator. These additional days (if approved) will be from the department's budget.

Under no circumstances will an employee be reimbursed for more than the maximum allowed in (e) below.

(c) Professional development leave shall not be cumulative.

(d) Employees wishing to proceed on professional development leave shall submit a request, in writing, to the Employer indicating the leave required and the relevance of the particular event to the employee's job.

(e) The Employer shall reimburse an employee, proceeding on professional development, all or part of his/her expenses to a maximum of two hundred and fifty dollars (\$250) per fiscal year.

ARTICLE 22 - SPECIAL AND OTHER LEAVE

22.1 Bereavement Leave

(a) In the case of bereavement in the immediate family, employees not on leave of absence without pay shall be entitled to special leave at their regular rate of pay, up to five (5) working days upon a death in the immediate family of the employee. Immediate family is defined as an employee's parent, wife, husband, child, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, step-parent, foster parent, step-child, foster child, spouse equivalent.

(b) In the event of the death of the employee's grandparent, grandchild, brother-in-law, sister-in-law, or any relative permanently residing in the employee's household or with whom the employee permanently resides, the employee shall be entitled to paid leave for one (1) day for the purpose of attending the funeral. If an employee is on vacation leave at the time of bereavement leave, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits if the employee attends the funeral of a family member as defined.

22.2 Full-time Union or Public Duties

The Employer shall grant, on written request, leave of absence without pay:

(a) for employees to seek election in a Municipal, Provincial or Federal election;

(b) for employees selected for a full-time position with the Union or anybody to which the Union is affiliated for a period of one (1) year, which may be renewed by mutual consent. Seniority shall not accumulate during this leave of absence beyond a period of two (2) years;

(c) for employees elected to a public office for a maximum period of five (5) years.

22.3 Leave for Court Appearances

(a) The Employer shall grant paid leave to employees other than employees on leave without pay, who serve as jurors or witnesses in a court action, provided the employee is not the plaintiff or defendant in a civil case or the accused in a criminal matter.

(b) An employee in receipt of his/her regular earnings while serving at court shall remit to the Employer all monies paid to him/her by the court, except travel and meal allowances not reimbursed by the Employer.

(c) Time spent at court by employees in their official capacity shall be at his/her regular rate of pay.

- (d) Court actions arising from employment, requiring attendance at Court, shall be with pay.
- (e) In the event an accused employee is jailed pending a court appearance, such leave of absence shall be without pay.
- (f) An employee shall advise his/her supervisor as soon as he/she is aware that such leave is required.

22.4 Elections

The Employer shall comply with Federal, Provincial and Municipal statutory requirements as they relate to elections within those respective jurisdictions. Employees eligible to vote in a Federal, Provincial or Municipal election or a referendum, will receive the statutory time during the hours in which the polls are open, in which to cast their ballot.

22.5 Family Illness

In the case of unanticipated illness or hospitalization of a spouse, dependent child or parent, when no one at the employee's home other than the employee can provide for the needs of the affected person, the employee may request leave with pay. Such requests shall be made in writing to his/her administrator. This leave is for up to two (2) days with pay at any one time. In no circumstances will paid leave under this clause be granted for more than five (5) days or thirty-five (35) hours over a calendar year.

22.6 Medical and Dental Appointments

- (a) Employees shall be entitled to time off with pay for medical and dental appointments, but will make every effort to arrange them at the beginning or end of the working day. An employee shall advise his/her supervisor as soon as he/she is aware that such leave is required.
- (b) Requests to accompany a dependent child or dependent parent to a medical or dental appointment will be granted by the Employer. The employee may use banked overtime or reschedule their workday/week or use available vacation entitlement or take leave without pay. Employees are expected to schedule such appointments in advance where possible. Leave will be granted on short notice for situations requiring immediate attention.

22.7 Special Leave

An employee not on leave of absence without pay shall be entitled to special leave at his regular rate of pay for the following should they occur on a scheduled workday:

- (a) Birth or adoption of the employee's child.....1 day
- (b) Serious household or domestic emergency1 day
- (c) Attend funeral as pall-bearer or mourner.....½ day
- (d) Attend his formal hearing to become a Canadian Citizen.....1 day*
- (e) Moving of household effects - once per year1 day*

* When possible, employees shall provide prior notice for leave under (d) and (e) above.

22.8 General Leave

Notwithstanding any provisions for leave in this Agreement, an employee may request leave of absence without pay for personal reasons. Such requests are to be made in writing to the Employer, and similarly will be responded to in writing together with the reasons if the request is to be refused. Approval shall not be withheld unjustly. The Union recognizes the prime objective of the Employer is the delivery of educational training and services to students.

General leaves shall be for a maximum of one (1) year unless exceptional circumstances warrant an extension. Employer approved general leave(s) will be copied to the Bargaining Unit Chair.

22.9 Special Leave for Religious Holidays

Upon request, an employee shall be granted up to two (2) days per calendar year without pay for the observance of religious holidays not already acknowledged in the Collective Agreement. Employees shall provide the Employer with two (2) weeks' notice of the leave request.

22.10 Leave of Absence for College Committees

See Common Agreement - Article 7

ARTICLE 23 - MATERNITY, PARENTAL AND ADOPTION LEAVES

Preamble

The terms and conditions for Maternity, Parental and Adoption leaves for auxiliary employees shall be in accordance with the Employment Standards Act.

23.1 Maternity Leave

- (a) A pregnant employee is entitled to up to eighteen (18) consecutive weeks of unpaid pregnancy leave.
- (b) A pregnant employee will provide the College with a written request for leave at least four (4) weeks prior to the start of the leave and a medical certificate in support of the request for leave.
- (c) The maternity leave may start no earlier than eleven (11) weeks before the expected birth date, and must end no earlier than six (6) weeks after the birth date unless the employee produces a Doctor's certificate, which supports a request for a shorter period. The leave period may be extended up to six (6) weeks if a Doctor certifies that it is required.
- (d) A birth mother must request parental leave, as set out in Clause 23.2 and the Employment Standards Act, at least four (4) weeks before beginning parental leave. To take parental leave, the birth mother must begin that leave immediately after her maternity leave.
- (e) Where an employee who is at work becomes ill or injured following the commencement of the eleven (11) week period in (c) above such illness or injury shall be covered by application of the sick leave provision as follows:
 - (1) where the illness or injury is not directly related to the condition of pregnancy, sick leave coverage may extend to the scheduled date of commencement of maternity leave, or birth of the child(ren), whichever occurs first;
 - (2) where the illness is caused through an abnormal condition of pregnancy as verified in writing by a qualified medical practitioner and the employee returns to work before the scheduled commencement date of maternity leave, the period of absence will be covered by the provisions of Article 20.7(a) and 20.7(b).
- (f) On return from maternity leave, an employee shall be placed in her former position.
- (g) When an employee is on maternity leave, employment is considered continuous for the purposes of calculating annual vacations, seniority and termination entitlement, as well as for pension, medical or other plans of benefits to the employee. The College will also continue to make payments to any such plans unless the employee chooses not to continue with her share of the cost of a plan. The

employee is also entitled to all increases in wages and benefits which the employee would have received if not on leave.

(h) An employee on maternity leave shall notify the College of the date when the employee shall be returning to work, four (4) weeks prior to the expiration of the maternity leave. If no notification is given, the employee shall be deemed to have abandoned the position.

23.2 Parental and Adoption Leave

(a) The purpose of these unpaid leaves is for the primary care and custody of the new born or newly adopted child(ren).

(b) Eligible employees shall be granted parental leave without pay for a period of up to thirty-four (34) weeks following the birth or adoption of the child(ren). The birth mother must begin that leave immediately after her maternity leave. The other birth parent must begin the leave within fifty-two (52) weeks after the birth of the child(ren). Likewise, an adopting parent must take the leave within fifty-two (52) weeks after the child is placed with the parent.

(c) Where both parents are employees of the College, the employees shall determine the apportionment of parental leave between them which will not exceed a combined total of thirty-four (34) weeks. The leave shall only be granted to one (1) employee parent at a time.

(d) When a birth mother requests unpaid parental leave in combination with unpaid maternity leave, the combined leaves will not exceed fifty-two (52) weeks.

(e) The employee shall notify the College in writing, a minimum of four (4) weeks prior to the anticipated commencement of the leave, and in the case of adoption leave, as much notice as is practical.

(f) The employee shall, upon request, furnish proof of the birth or adoption of the child(ren).

(g) When an employee is on parental or adoption leave, employment is considered continuous for the purposes of calculating annual vacations, seniority and termination entitlement, as well as for pension, medical or other plans of benefits to the employee. The College will also continue to make payments to any such plans unless the employee chooses not to continue with his or her share of the cost of a plan. The employee is also entitled to all increases in wages and benefits which the employee would have received if not on leave.

23.3 Employment Protection

(a) The College may not terminate an employee on maternity, parental or adoption Leave or change a condition of employment, without the employee's and Union's written consent.

(b) As soon as the maternity, parental or adoption leave ends, the employee must be returned to his or her former position.

23.4 Extension of Parental or Adoption Leave

Parental leave or adoption leave for regular employees when granted for less than thirty-four (34) weeks may be extended for an additional period, so long as the combined time of the original leave and the extension does not exceed thirty-four (34) weeks. Such an extension must be for health reasons for the newborn child(ren) and will be without pay. A doctor's certificate is required. Benefit provisions under 23.1(g) shall apply.

23.5 Return to Work

(a) Notwithstanding Articles 19.1 and 19.2 vacation entitlements and vacation pay for regular employees shall continue to accrue while the birth mother is on maternity leave for the duration of the

leave, or during the first twenty-six (26) weeks' parental leave, providing the employee returns to work for at least twenty-six (26) weeks.

(b) In the case of maternity leave, vacation earned pursuant to 23.5(a) may be carried over to the following year, notwithstanding Article 19.12.

(c) Where the birth mother combines Clause 23.1 and 23.2 leaves, the maximum vacation entitlement will not exceed a total of twenty-six (26) weeks.

ARTICLE 24 - WORK ENVIRONMENT

24.1 Joint Consultation

(a) Where new or additional equipment is required, affected employees shall be consulted prior to purchase or rental.

The Employer agrees not to initiate White Noise in any present or future College facility without prior consultation with the Union.

(b) Where renovations (which may effect the working area of the employees) are planned for an existing building, employees from the working area concerned shall be consulted regarding such renovations, before renovations may begin.

(c) Where a permanent change is considered in the location of work areas or in working conditions, the employees concerned shall be consulted before any changes may begin.

ARTICLE 25 - SAFETY & HEALTH

25.1 Conditions

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

25.2 Safety Committee

The Employer and the Union agree to maintain the Health and Safety Committee composed of an equal number of representatives from each Party. A Union and Employer representative shall be elected as co-chairpersons. This Committee will meet as required by the Workers' Compensation Board Regulations to make recommendations on unsafe, hazardous or dangerous conditions with the aim of preventing and reducing risk of occupational injury or illness. A copy of all minutes of the Health and Safety Committee shall be forwarded to the Union and the College Board, and such minutes will be posted in the College within seven (7) days of each meeting.

25.3 Occupational First Aid Level 2 Requirements

(a) The Union and the Employer agree that First Aid Regulations made pursuant to the Workers' Compensation Act shall be fully complied with. Where the Employer requires employees to obtain or renew their Occupational First Aid Level 2 Certificate, the cost shall be borne by the Employer and where applicable, leave to take the necessary courses shall be granted with pay. The College shall make a reasonable effort to grant employees holding Occupational First Aid Level Certificates under this Article leave with pay to attend conventions and local training sessions sponsored by the Industrial First Aid Attendants' Association of British Columbia and the Workers' Compensation Board.

(b) A monthly premium shall be paid to employees required to possess a certificate under this Article. The amount of the premium shall be seventy-five dollars (\$75) per month for an Occupational First Aid Level 2 Certificate.

(c) The Union recognizes that should no qualified employee covered by this Agreement be available, other employees of the College may be designated for the purposes of this Article.

25.4 Unsafe Work Conditions

No employee shall be disciplined for refusal to work on a job which is deemed unsafe by:

- (a) a member of the Health and Safety Committee after resolution in writing by a majority of the Committee, or
- (b) a person designated by the Health and Safety Committee; or
- (c) a Safety Officer.

25.5 Injury Pay Provision

Employees who are injured on the job during working hours and are required to leave for treatment or are sent home for such injury shall receive payment for the remainder of their shift.

25.6 Transportation of Accident Victims

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an on-the-job accident shall be at the expense of the Employer.

25.7 Video Display Terminals

When employees are required to monitor video display terminals which use cathode ray tubes, then:

(a) When a majority of an employee's daily work time requires monitoring such video display terminals, such employees shall have their eyes examined by an ophthalmologist of the employee's choice prior to the initial assignment to video display terminal equipment or if medical facilities are not available prior to initial assignment to video display terminal equipment, the examination will take place as soon as possible after the assignment.

The employee may request a further examination six (6) months after the first examination and annually thereafter.

The examination shall be at the Employer's expense where costs are not covered by insurance. Where requested the Employer shall grant leave of absence with pay.

(b) When the majority of an employee's daily work time requires continuous operation of a video display terminal, the employee shall be entitled to two (2) additional ten (10) minute rest breaks.

(c) Pregnant employees shall have the following options:

- (1) not to continue monitoring video display terminals, or
- (2) not working in the area of one (1) meter of video display terminals which use cathode ray tubes, or
- (3) to work at a shielded video display terminal should one be present in the worksite.
- (4) When a pregnant employee chooses not to monitor such video display terminals, if other work at the same level or lower is available within the College, for which the employee is qualified, she shall be reassigned to such work and paid at her regular rate of pay.

- (5) Where work reassignment is not available, a regular employee will be considered to be on leave of absence without pay until she qualifies for maternity leave.
- (d) Where an employee is on leave of absence pursuant to (c) above, and opts to maintain coverage for medical, dental, extended health, group life, and long term disability, the Employer will continue to pay the Employer's share of the required premiums.
- (e) The Employer shall ensure that new equipment shall:
- (1) have both keyboards and screens that tilt;
 - (2) meet radiation emission standards established by the Workers' Compensation Board;
 - (3) have vertically and horizontally adjustable keyboards, screens, and chairs.

The Parties agree that item (e)(3) above, will be phased in over the term of the current Collective Agreement.

The Health and Safety Committee shall review and make recommendations to ensure that the lighting and the above standards recommended by the Workers' Compensation Board, as outlined in the publication "*Working with Video Display Terminals*" are being met.

25.8 Health and Safety Courses

The Employer shall arrange, in consultation with the Workers' Compensation Board and the Union, an appropriate training program for all members of the Health and Safety Committee, such training to be provided during normal working hours at no loss in salary or benefits to Committee members.

25.9 Shift Workers

The Employer agrees that, upon request, it will allow an afternoon or evening shift employee to leave the work station at a mutually convenient time to move the employee's automobile closer to an elevator or building exit. Employees may request College provided security personnel to escort them to their vehicle, on the premises, after 5:00 p.m. on weekdays and at anytime on weekends. The Parties agree that the escort option outlined above will only be provided on campuses with College provided security personnel.

25.10 Indemnity

(a) *Civil Actions* - The Employer shall pay any judgement, including reasonable legal costs, obtained against the employee relating to the employee's course of employment without the right to recover such costs from the employee unless the conduct of the employee constituted gross or wilful negligence. If the conduct of the employee constitutes gross or wilful negligence the Employer shall not be liable for any costs associated with the employee's conduct and the employee shall indemnify the Employer for any and all costs it may incur as a result of the employee's gross or wilful negligence.

If the employee chooses to appeal the original judicial decision s/he shall be solely liable for all legal costs associated with that appeal unless the Employer consents in writing to the employee that it shall support the appeal and pay all reasonable legal costs associated with the appeal on behalf of the employee. The Employer's consent is solely within the Employer's discretion.

(b) *Criminal Action* - The Employer shall pay the reasonable legal fees of the employee incurred in the defence of a criminal charge if the employee was acting properly within the course of his/her employment and was acquitted of the charges.

(c) At the option of the Employer, the Employer may provide for legal services in the defence of any legal proceeding involving the employee (so long as no conflict of interest arises between the Employer and the employee) or pay the reasonable legal fees of counsel chosen by the employee.

(d) In order that the above provision(s) shall be binding upon the Employer, the employee shall notify the Employer, in writing, within one (1) business day of his/her having notice of any incident or course of events which may lead to legal action against him/her relating to the employee's employment with the Employer, and the intention or knowledge of such possible legal action is evident by any of the following circumstances:

- (1) when the employee is first approached by any person(s) or organization notifying him/her of intended legal action against him/her; or
- (2) when the employee himself/herself requires or retains legal counsel in regard to any incident or course of events; or
- (3) where any investigative body or authority first notifies the employee of any investigation or other proceeding which might lead to legal action against the employee; or
- (4) when any information becomes known to the employee in light of which it is a reasonable assumption that the employee would conclude that he/she might be the object of a legal action; or
- (5) when an employee receives notice of any legal proceeding of any nature or kind which may in any way be related to the employee's employment with the Employer.

25.11 Health and Safety Training

Regular employees and auxiliary employees in posted positions shall participate in a Health and Safety Training session once in a calendar year. The training program offered by the Employer must be approved by the joint Health and Safety Committee prior to such training commencing. Training will be provided during normal work hours and employees shall suffer no loss of pay or benefits.

25.12 Communicable Diseases

- (a) The Employer and the Union share a desire to prevent the acquisition and transmission of communicable diseases in the workplace such as: HIV, TB and Hepatitis.
- (b) The Health and Safety Committee will consider, review and make recommendations on issues such as, but not limited to; education, protective equipment and protocols.

25.13 Workplace Violence

- (a) It is recognized that College employees on any campus may be at risk of physical violence, threatening statements or behaviours from students, persons with business at the College, or the public.
- (b) The College agrees that:
 - (1) employees shall receive training in the recognition and management of such incidents;
 - (2) applicable physical and procedural measures to protect employees shall be implemented;
 - (3) employees who are victims of violence shall receive immediate critical incident stress debriefing and post traumatic counselling. Leave required to attend such debriefing or counselling sessions will be without loss of regular pay.

25.14 Surveillance

The College's Use of Video Security Equipment Guidelines shall be followed in regard to surveillance matters. The guidelines may be obtained from the Facilities Department.

ARTICLE 26 - WORK CLOTHING

26.1 Supply of Work Clothing

- (a) The Employer agrees to provide the appropriate uniform or wearing apparel to employees required by the Employer to wear a uniform or standard form of dress.
- (b) Female employees who are required by the Employer to wear uniforms because of the nature of their work will be supplied with appropriately tailored pant suits at their request.
- (c) The Employer shall not introduce changes in style or colour of uniforms except by agreement with the Union.
- (d) Regular employees who are required either by the Employer or Workers' Compensation Board Regulations to wear safety footwear will be reimbursed up to a maximum of eighty dollars (\$80) per calendar year or a maximum of one hundred and sixty dollar (\$160) every two (2) calendar years.

26.2 Maintenance of Clothing

It shall be the Employer's responsibility to ensure that uniforms and clothing issued are properly cleaned, maintained and repaired. The Employer shall bear all costs of such cleaning, maintenance and repair.

26.3 Union Label

All uniforms and clothing issued by the Employer shall bear a recognized Union label.

ARTICLE 27 - TECHNOLOGICAL CHANGE

27.1 Definitions

A technological change shall mean the introduction by the Employer into its work, undertaking or business of a change in plant or equipment which will significantly affect the terms and conditions of employment of a significant number of employees. Technological change shall not include layoffs caused by budget limitations, decreases in the amount of work to be done or other temporary, seasonal, or sessional interruptions of work.

27.2

Not less than two (2) months before the introduction of any technological change, the Employer shall notify the Union of the proposed change.

27.3 Collective Bargaining

Within fourteen (14) days of the date of notice under Article 27.2 of this Agreement, the Union and the Employer shall commence collective bargaining for the purpose of reaching agreement as to the effects of the technological change and in what way, if any, this Agreement should be amended.

27.4 Failure to Reach Agreement

Where, under Article 27.3, an agreement is not reached prior to the full implementation of the technological change, the Union may apply to the tribunal established under the relevant labour legislation to determine whether the Collective Agreement should be declared to be terminated.

27.5 Training

Where technological change may require additional knowledge and skill on the part of the regular employees, such employees shall be given the opportunity to study, practice and train to acquire the

knowledge and skill necessary to retain their employment. The length of the training period shall be established through the collective bargaining referred to in Article 27.3. The Employer agrees to pay regular employees at their regular rate of pay during such training period without loss of seniority, vacation or benefits.

27.6 Alternate Provisions

Where additional knowledge and skills are not appropriate pursuant to Article 27.5 or the employee fails to qualify for the new work within a maximum four (4) months period of time, Article 14 shall apply.

27.7 Priority in Vacancy

A regular employee who is displaced from a job by virtue of technological change will be given an opportunity to submit an application for any job vacancies then existing or which become available within thirty-five (35) days of the effective date of displacement, in accordance with the Job Posting Procedures forming part of this Agreement. In the event that the employee does submit an application for such a job, the employee will be granted an interview in connection with the job vacancy. An employee may not receive both severance pay and a training period for work at a College position.

ARTICLE 28 - PROMOTIONS AND STAFF CHANGES

See Common Agreement - Article 12.

28.1 Job Postings

- (a) When a new position is created within the bargaining unit, the Employer shall post notice of the new position. The posting shall be placed on the Campus Personnel Notice Board for a minimum of one (1) week, and in College publications where appropriate and timely, so that all members will know about the new position. A copy of the job posting shall be forwarded to the Union, and to each steward in the bargaining unit. Should the new position be a temporary one, the posting shall clearly state that should any other regular employee be selected to fill the position it will be on a substitution pay basis.
- (b) When a vacancy occurs which the Employer intends to fill, it shall be posted as outlined in (a) above, except in the cases of temporary vacancies which shall be filled as follows:
 - (1) Regular employees in the same department and/or work area shall be given the first consideration in filling the position in a substitution pay situation, without posting, pursuant to the criteria for substitution established under Article 19.6.
 - (2) If the temporary vacancy is not filled by a regular employee in the same department and/or work area it shall be posted, clearly stating that should any other regular employee be selected to fill the position, it will be on a substitution pay basis.
- (c) Temporary vacancies or new positions not exceeding thirty (30) calendar days may be filled by an on-call employee without posting, provided that the provisions of (b) (1) above have been fully exhausted. Extension of this thirty (30) day period must receive prior approval of the Union in writing.
- (d) It is understood that regular employees who have passed their initial probation (trial) period and who are successful in applying to full-time or part-time temporary positions that represent a promotion or lateral move will have their former position protected.
- (e) When a new job classification is created within the bargaining unit, the Employer shall consult with the Union regarding the placement of the job classification on the salary scale in Appendix A.
- (f) It is understood that the provisions of Article 14.6 and 14.8, Recall Rights and Procedures, shall take precedence over the terms of this Article.

(g) In the case of a selection where there is no candidate with the minimum required knowledge, abilities and skills, the College has the sole discretion to offer the position to the most qualified candidate at a pay level two (2) steps below the pay level assigned to the position. A selection implemented under this clause will not result in a reduction in salary to the employee.

This offer will be contingent on the Union being advised of the name of the candidate, the selection in question, pay level, and the assigned period of time the candidate has to acquire the minimum skills for the position. The assigned period of time the candidate has been given to acquire the minimum skills will not be extended. This clause shall not apply to external candidates.

28.2 Information in Postings

Such notice shall contain the following information:

Classification, general description of duties, qualifications including required knowledge skills and education, work schedule, pay rate or range, and reporting station. Such qualifications may not be established in an arbitrary or discriminatory manner.

All job postings shall state "*Qualified internal applicants shall be given first consideration in filling this position*".

28.3 No Outside Advertising

No outside advertisement for any vacancy shall be placed until the applications of present employees have been considered or until after one (1) week from the date of posting, as provided in Article 28.1.

28.4 Role of Seniority in Promotions and Transfers

Both Parties recognize:

- (a) The principal of promotion within the service of the Employer.
- (b) That job opportunity should increase in proportion to length of service.
- (c) That education, skills, knowledge and experience for filling a position are equally important to (a) and (b) above.

28.5 Trial Period

- (a)
 - (1) For new employees, the trial period will be six (6) months and will be considered the probationary period.
 - (2) For post-probationary employees, the trial period will be four (4) months.
 - (3) Successful applicant(s) will serve the appropriate trial period. The length of the period will be stated to the employee in the appointment letter from the Employer.
- (b) In the event that an auxiliary employee filling a position on a continuous full-time basis successfully posts into the same position when it is made permanent, the length of the trial period shall be reduced or fully satisfied by a period equivalent to the length of time spent in the same position. Continuous part-time service will, on a cumulative basis, be recognized to reduce the trial period to a maximum of one-half (½) the normal period.
- (c) Conditional on satisfactory service, the employee shall be declared permanent after the trial period. In the event the employee proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification; the employee shall be returned to the former position, wage or salary rate and without loss of seniority. Any other employee promoted or

transferred because of the re-arrangement of positions shall be returned to their former position, wage or salary rate without loss of seniority.

(d) It is understood that the trial period specified in this Article applies in all situations where an employee first fills a position. In the case of auxiliary employees hired for casual relief, the trial period may be cumulative days worked.

28.6 Evaluation Reports

- (a) A formal employee evaluation will be carried out at least once a year.
- (b) The Employer shall provide an employee with a copy of the evaluation report to allow a reasonable time for review prior to conducting the evaluation meeting.
- (c) The evaluation report will be reviewed with the employee and no item shall appear in this report which has not been reviewed with the employee.
- (d) The employee's evaluation shall be done by the immediate supervisor.
- (e) The employee's immediate Administrator may participate in the conduct of the evaluation prior to the employee being required to sign the evaluation report.
- (f) The employee may request the attendance of the immediate Administrator and/or shop steward during the evaluation interview.
- (g) The form shall provide for the employee's signature in two (2) places; one indicating that the employee has read and accepts the appraisal, and the other indicating that the employee disagrees with the appraisal. The employee shall sign in only one (1) of the places provided.
- (h) The employee shall receive a copy of this evaluation report at the time of signing.
- (i) The employee's evaluation shall not be changed after an employee has signed it, without the knowledge of the employee.
- (j) If the employee's increment is to be denied it must be so stated on the Evaluation Report.
- (k) When an employee has grieved an evaluation report, that evaluation will not be placed on the personnel file until the grievance is concluded.

28.7 Selection Panels

Selection panels for posted positions within the bargaining unit shall be convened by the Employer. The Employer may choose not to convene a selection panel if only one (1) candidate is being considered.

28.8 Local Union Observer

The President of the Union or designate may sit as an observer on Selection Panels for posted positions within the bargaining unit. The observer shall not be from the classification area of the position being considered.

28.9 Notification to Employee and Union

Within five (5) working days of the date of appointment to a vacant position within the bargaining unit, the name of the successful applicant shall be sent to each applicant from within the bargaining unit. Upon request, unsuccessful applicants from within the bargaining unit shall be given, in writing, the reasons why they were unsuccessful. The Union shall be notified of all appointments, hiring, layoffs, transfers, recalls and terminations of employment within five (5) working days.

28.10 Right to Grieve

Where employees feel they have been aggrieved by any decision of the Employer related to promotion, demotion or transfer, the employees may grieve the decision at Step 3 of the Grievance Procedure in Article 10 of this Agreement within thirty (30) days of being notified of the results of the Selection Panel. Where a grievance has been filed no permanent transfers or placement shall take effect until the grievance has been resolved.

28.11 Personnel Files

- (a) Each employee will be permitted to review the employee's own personnel file, subject to the conditions herein specified.
- (b) The personnel file will only be accessible during normal College business hours, and only when the employee has given reasonable notice that access is requested.
- (c) The employee cannot remove the file from the office in which access is provided, and the employee cannot remove anything from the file or add anything to it.
- (d) The Employer shall not place any documentation on an employee's personnel file of which the employee is not aware.

28.12 Transfer Without Posting

The Employer and Union jointly have the authority to grant lateral transfers or voluntary demotions, to vacancies, without posting for:

- (a) compassionate or medical grounds to employees who have completed their probationary period.
- (b) all employees who have become incapacitated by industrial illness or industrial injury arising out of employment at the College.

Such jurisdiction is not limited to initial placement but is retained for subsequent moves should it become necessary.

28.13 Reorganization

The Parties agree that where there is a reorganization/restructuring, it shall be implemented in accordance with the following principles:

- (a) The Employer agrees to give the President of the Union or designate three (3) months' advance notice of a reorganization within the College which will affect employees within the Bargaining Unit.
- (b) The Employer agrees to meet and consult first with the Staff Representative and the Bargaining Unit Chairperson. Subsequently, the Parties and the affected employee(s) shall meet to discuss the implications of such changes prior to the implementation of same.
- (c) Following the above consultations, the Employer will advise the employee(s) to be affected in writing. A steward will be appointed by the Bargaining Unit Chairperson to be available for all meetings or discussion with employee(s).
- (d) When any reorganization is planned, all positions covered by the Collective Agreement affected by the reorganization will be reviewed and graded by the Personnel and Labour Relations Department before reorganization is implemented. Prior to the effective date of implementation, the Employer will meet with the employee(s) and present revised job description(s).

- (e) Where there is a dispute regarding the classification and/or pay level determined by the Personnel and Labour Relations Department, it may be appealed pursuant to Article 29. If the appeal is successful, any salary increase will be retroactive to the implementation date of the reorganization.
- (f) Any employee affected by the reorganization will not be subject to the provisions of Article 28.5-*"Trial Period"*.
- (g) An employee who, through reorganization, accepts a position with a reduced salary, shall receive salary protection in accordance with Article 29.8. However, the employee must accept subsequent job offers to higher rated positions for which he/she is qualified or forfeit the protection of Article 29.8.

ARTICLE 29 - JOB CLASSIFICATION AND RECLASSIFICATION

29.1 Position Descriptions

The College agrees to supply the President of the Union or his/her designate with the position descriptions for those classifications in the bargaining unit.

29.2 Job Evaluation Plan and Committee

- (a) The administration of the Job Evaluation Plan will be consistent with the Gender Neutral Joint Job Evaluation Manual for Job Description, Classification and Salary/Wage Administration.
- (b) The Manual sets out the preamble, purpose and definitions; the Job Evaluation Plan factors for classifying positions; the agreed methods for describing and classifying jobs; how to apply the job descriptions and classifications and how to maintain job descriptions and classifications.
- (c) The College and the Union shall designate, in writing to each other, their representatives for a Joint Job Evaluation Committee. They will handle job descriptions and classifications through the required stages. The Parties agree that there shall be two (2) representatives from the Employer and two (2) from the Union. The Union representatives will suffer no loss of seniority or remuneration otherwise payable by the College when such meetings are held during working hours.
- (d) The College and the Union shall each designate a referee for the purpose of dispute resolution. Additionally, and included in such designation, the Parties shall agree and name a person to act as an arbitrator.

29.3 Classification Rating

The Parties agree that classifications in the Bargaining Unit shall not be rated below the 1993 base rate for Pay Level III.

29.4 Job Evaluation and Salary Assignment

Evaluated positions have been described and classified in accordance with the provisions of the Gender Neutral Joint Job Evaluation Manual. As well, a rate of pay has been applied to employees in the positions or jobs in accordance with the salary scale set out in Appendix A of the Collective Agreement.

29.5 Job Evaluation

- (a) All bargaining unit positions shall be evaluated by the Joint Job Evaluation Committee.
- (b) The Committee has the responsibility to arrive at an agreement on each position's job-description evaluation and reasons for classification. The Committee Co-Chairs' signatures confirm that agreement has been reached on each job description and classification. In the event agreement is not reached, the issue will be adjudicated by the agreed appeal process.

- (c) An employee who believes his/her position is incorrectly classified shall request, through his/her immediate excluded supervisor, a copy of his/her current job description and classification and a job-review questionnaire.
- (d) The employee shall outline his/her current duties and responsibilities on the job-review questionnaire. Then he/she will review the completed questionnaire with his/her immediate excluded supervisor.
- (e) The employee shall submit a written request for a position classification review and an original copy of the job-review questionnaire to the Personnel and Labour Relations Department with a copy to the Joint Job Evaluation Committee's Union Co-Chair.
- (f) Personnel and Labour Relations Department staff will review and, where necessary, prepare a revised position description with reasons for classification. The Joint Job Evaluation Committee will review the employee's request at the next pre-scheduled Committee meeting.
- (g) Such requests will be adjudicated by the Joint Job Evaluation Committee in accordance with the process outlined in the Joint Job Evaluation Plan Manual.
- (h) Joint Job Evaluation Committee decisions are final and binding.
- (i) If the Joint Job Evaluation Committee is unable to make a decision, the disputed issue will be referred to Step 3 of the Grievance Procedure.

29.6 Criteria for the Arbitrator

- (a) In the event the dispute is arbitrated, the Parties agree that it is preferable that the arbitrator has knowledge of job evaluation.
- (b) The Arbitrator shall consider factors, degrees and related methods used within the point evaluation system under the Gender Neutral Job Evaluation Plan developed by the Joint Job Evaluation Committee. He/she shall be supplied with all the documentation, existing evaluation results, job specifications, as well as individual position ratings for all jobs within the unit. The Parties specifically agree that neither market value nor volume of work will be a factor in determining classification level.
- (c) The existing scale shall be maintained and the Arbitrator shall not have the authority to increase the number of steps except with the consent of the Parties.

29.7 New Position

The Joint Job Evaluation Manual outlines the process to be followed when new positions are created.

29.8 Reclassification of Position

An employee shall not have his/her salary reduced by reason of a change in the classification of his/her position, which is caused other than by the employees themselves.

29.9 Retroactivity

Reclassification requests approved by the Joint Job Evaluation Committee shall be retroactive to the date the request was filed.

ARTICLE 30 - EMPLOYEE WORK LOAD

Except in the case of an emergency, an employee's work load shall not be increased beyond a level that could reasonably be expected of an employee in a regular workday.

Disputes arising out of this Article shall first be referred to the employee's supervisor. Failing resolution within three (3) days, the matter shall be referred to the Labour/Management Committee.

If the dispute is not resolved by the Labour/Management Committee within five (5) days, the matter will be submitted to an Investigator under Article 11.

ARTICLE 31 - PERSONAL DUTIES

It is understood by both Parties that work not related to the business of Douglas College should not be performed on the Employer's time.

To this end, it is agreed that an employee will not be required to perform duties of a personal nature for supervisory personnel.

ARTICLE 32 - PAYMENT OF WAGES AND ALLOWANCES

32.1 Equal Pay

The Employer shall not discriminate between male and female employees by employing a person of one sex for any work at a rate of pay that is less than the rate of pay at which a person of the other sex is employed for similar or substantially similar work.

32.2 Paydays

Employees shall be paid biweekly on alternate Fridays.

32.3 Rates of Pay

An employee shall be paid in accordance with the biweekly rates set out in Appendix A to this Agreement.

32.4 Wage Increments

(a) The term "*increment*" as used herein shall be understood to mean the increase in salary accruing to an employee when the employee becomes entitled to payment according to the next higher increment step set out in the applicable salary scale in Appendix A.

(b) The first increment to which the employee becomes entitled will be payable on the 1st of the month concurrent with or next following the completion of six (6) months' employment with the Employer.

In the event an employee is promoted into a new pay level at Step A, that employee will receive an increment in accordance with the paragraph above.

(c) Subsequent increments to which the employee becomes entitled shall be payable on the 1st of the month concurrent with or next following the yearly anniversary date of the employee's last increment increase.

(d) The employee's anniversary date for purposes of entitlement to the next increment increase will change and be effective from the date on which the employee assumes a new or different job within the bargaining unit which constitutes a promotion.

(e) The dates upon which an employee would otherwise become entitled to an increment increase in accordance with the terms of this Article, will be extended by a time period equal to any authorized

unpaid leave of absence granted to the employee where such leave is for more than an accumulated total of thirty (30) days in a calendar year.

32.5 Wages

(a) Effective April 1, 2000 all salaries for positions specified in Appendix A in the Agreement shall be increased by two percent (2%) calculated on the base rate in effect as of March 31, 2000.

(b) Effective April 1, 2001 all salaries for positions specified in Appendix A in the Agreement shall be increased by a percentage amount equivalent to any wage and health and welfare benefits percentage increase negotiated between the College, University College, Institute and Agency Employers and the Faculty/Instructors as part of the Common Agreement for the period April 1, 2001 to March 31, 2002. Such increase will be calculated on the base rate in effect as of March 31, 2001.

(c) Appendix A shall be updated within sixty (60) calendar days of any general change in rates of pay resulting from implementation of this Agreement. Copies of the updated Appendix shall be sent to the President of the Union or designate, and to each employee covered by this Agreement by including it with the first paycheque nearest the sixty (60) day period outlined.

32.6 Substitution Pay

(a) When employees are designated by the College to temporarily substitute in or perform the principal duties of a higher paying position for which a salary range has been established, they shall receive the rate in the salary range which is two (2) steps higher than their current rate or the minimum of the range for the position in which the employee is substituting, whichever is greater.

(b) Regular employees with adequate qualifications shall be given first preference for substitution pay pursuant to Article 28.1.

(c) An auxiliary employee may be entitled to substitution pay if a regular employee is not available subject to provision (b).

32.7 Rate of Pay on Promotion or Reclassification

When an employee is promoted or reclassified to a higher paying position, the employee will receive the rate for the position of a single salary, or, in the case of positions on a salary range, will receive the rate in the salary range which is two steps higher than the employee's previous rate or the minimum of the new range, whichever is greater.

32.8 Pay on Temporary Assignment

Regular employees temporarily assigned by the Employer to a position with a rate of pay lower than their regular rate of pay shall maintain their regular rate of pay.

32.9 Mileage

(a) Mileage allowance for all miles travelled on the Employer's business shall be paid to the employees required by the Employer to use their own vehicles in the performance of their duties. The mileage allowance shall be thirty-one cents (31¢) per kilometer.

(b) When an employee is transporting the Employer's equipment or materials at the Employer's request and on the Employer's business, the employee shall not be responsible for loss, damage or theft of the Employer's equipment or materials transported in the employee's vehicle.

(c) Mileage will be payable from an employees normal campus and inter-campus and off-campus mileage will accumulate from there.

32.10 Business Insurance

(a) An employee who is in a position designated by the College to travel in excess of six (6) days per month per insurance year on college business shall, subject to the prior approval of the Bursar or designate, be reimbursed upon presentation of appropriate receipts and documents, one hundred percent (100%) of the annual incremental cost based on Safe Drivers' Discount rates of the Insurance Corporation of British Columbia Class 007 (Business) premium that is over and above that for Class 002 (Pleasure, Drive to Work or School). Such reimbursement shall be limited to one (1) vehicle per employee and it is the designated employee's responsibility to purchase Class 007 vehicle insurance when necessary. If the College so reimburses an employee, the employee shall normally use his/her personal motor vehicle for College business requiring a motor vehicle.

(b) The College will pay a maximum of fifty dollars (\$50) towards the comprehensive deductible in the case of an employee, whose personal vehicle sustains damage from College equipment which the employee is transporting.

32.11 Meal Allowance

Employees on travel status shall be entitled to a meal allowance for the time spent away from the College. Expense claim forms are available at the Printing Department.

32.12 Transportation for Employees

Transportation will be provided to employees who are required to work other than their normal working hours, and who must travel to or from their home during the hours between 12:00 p.m. and 6:00 a.m. and when convenient public transportation or other transportation facilities are not available. An employee shall be reimbursed for the cost of commercial transportation.

32.13 Transportation - Go Green

The Employer will provide an amount equal to the cost of a parking pass per semester for three (3) semesters per year for regular employees.

32.14 Cashier Policy

Employees who perform duties as cashiers shall not be penalized financially. Cashiers who do make excessive or too frequent errors shall be:

- (a) provided with further training as a cashier; or
- (b) provided retraining with a view to relocation in a more suitable position.
- (c) In the event Steps (a) and (b) above fail, the employee may be demoted and will be paid the rate for the new classification.

32.15 Upgrading Qualification

(a) Where the Employer requires employees to upgrade their skills or qualifications in order to operate or maintain new equipment, the cost of training, and normal living and travel expenses as laid down will be borne by the Employer.

(b) When training is available during regular work hours, the employee shall attend during regular work hours. Such training time will be considered as time worked and the employee's regular rate of pay will be maintained throughout the training period. Seniority and vacation will also accrue.

32.16 Overpayment of Salary and Allowance

- (a) Where a mathematical error has resulted in an overpayment in an employee's basic salary, premium rates or allowances it may be rectified in total and retroactively for a period not to exceed one (1) year from the date on which the error was discovered.
- (b) The employee shall be provided with one (1) month's notice of the Employer's intent to recover any excess payment. The notice shall specify the amount, period and reason for the overpayment, and the method of repayment.
- (c) The rate of recovery shall not exceed the rate at which the overpayment was made and shall be discussed between the employee and his supervisor prior to being repaid. Maximum recovery rate shall not exceed ten percent (10%) of an employee's basic biweekly salary.
- (d) This policy does not apply to claims for damages, etc. arising from alleged violations in the application or interpretation of the Collective Agreement.

32.17 Substitution Pay in Lieu of Formal Reclassification

If the Employer does not wish certain duties to be continued to be performed by the employee, the Employer has the authority to pay substitution pay for the period for which the duties were performed.

ARTICLE 33 - AUXILIARY EMPLOYEES**33.1 Appointment**

An auxiliary employee shall receive, within five (5) working days of the employees start date a letter of employment clearly stating their employment status and expected duration of employment.

33.2 Seniority

- (a) The Employer shall maintain a seniority list showing the date of first hire, last appointment date, present classification, and total days and hours worked. A copy of this list shall be forwarded to the Union in February of each year.
- (b) An auxiliary employee shall accumulate service seniority equal to the number of days worked.
- (c) Auxiliary employees who become regular shall be credited with all service seniority accrued as an auxiliary.
- (d) Auxiliary employees must have completed sixty-five (65) working days in a twelve (12) month period immediately prior to the posting to be recognized as inside applicants when applying to positions posted internally.

33.3 Loss of Seniority

Auxiliary employees shall lose their seniority in the event that:

- (a) they are discharged for just cause;
- (b) they voluntarily terminate or abandon their employment with the College;
- (c) they are on layoff for more than six (6) months;
- (d) they turn down three (3) consecutive jobs in which the duration and nature of the work is reasonably similar to that which they carried out prior to layoff.

33.4 Layoff and Recall

(a) Layoff of auxiliary employees shall be in reverse order of auxiliary seniority in the classification seniority grouping as follows:

- (1) Accounting, Admissions, Records Clerks
- (2) Departmental Assistants I and II, Clerk Typists, Educational and Student Services, Bookstore
- (3) Continuing Education
- (4) Systems and Computing
- (5) Project/Lab Technicians
- (6) Facilities
- (7) Learning Resources
- (8) Personnel
- (9) Community Resource Development
- (10) Communications and Marketing Office
- (11) Math Advisor, International Education, Language & Cultural Assistants
- (12) Visual Language Program Assistant
- (13) Research
- (14) Co-op Placement Clerks
- (15) Native Language Speaker, Costume Assistant, Stagehand
- (16) I-Care
- (17) Women's Centre Coordinator

(b) On-call auxiliary employees identified in Article 28.1(c) shall be recalled in order of service seniority in the classification seniority grouping as listed above provided the auxiliary has the qualifications, ability and experience for the job which is available.

33.5 Application of Agreement

The provisions of Articles 13, 14, 19, 20, 21, 22, 23, and 27 of this Agreement do not apply to auxiliary employees. The provisions of the other Articles apply to auxiliary employees except as otherwise indicated.

33.6 Annual Vacation

Auxiliary employees will be entitled to receive annual vacation at the rate of four percent (4%) of their regular earnings. After one thousand (1,000) days worked, auxiliary employees will be entitled to receive annual vacation at the rate of six percent (6%) of their regular earnings.

33.7 Health and Welfare

Auxiliary employees shall receive compensation of forty-seven cents (47¢) per hour worked in lieu of Health and Welfare Benefits.

33.8 Paid Holidays

Auxiliary employees who work the day before and the day after a designated paid holiday, or who have worked fifteen (15) of the previous thirty (30) days, shall be paid for the holiday and entitled to the provisions of Article 18.

33.9 Entitlement to Wage Increments

(a) When an auxiliary employee works in the same classification during the qualifying period defined in Article 32.4 on a full-time or equivalent part-time basis, the employee becomes entitled to increments in the applicable salary scale as defined in Appendix A.

(b) When an employee, filling a position on an auxiliary basis, subsequently successfully posts into the same position if it is made permanent, increment adjustments will be calculated on the individual's total service in the position.

(c) When the auxiliary employee has attained a higher increment level as per (a) above and the job subsequently ceases, the employee will carry the increment level forward to the next assignment, provided the skills and knowledge required are reasonably similar in nature.

(d) Auxiliary employees who are employed in non-posted periods of service less than thirty (30) calendar days, shall become entitled to increments when they have worked the equivalent number of hours required by full-time employees.

33.10 Entitlement to Benefits

Auxiliary employees working a minimum of seventeen and one-half (17.5) hours per week in temporary positions of six (6) months' continuous duration or more will be eligible to apply for benefits outlined in Article 20, subject to the following:

(a) Article 33.7 will not apply;

(b) at the expiration of their term of employment, their benefit coverage will cease and would only recommence should they later succeed in posting into another seventeen and one-half (17.5) hours per week job of the required duration.

Note: Benefits for eligible auxiliary employees will be paid on a pro-rata basis, proportionate to their time worked; and will be in accordance with the terms of the policies with the carriers.

33.11 College Study Benefits

A current Auxiliary employee with one (1) or more years of full-time equivalent service seniority two hundred and sixty-one (261) days shall be entitled to take one (1) College credit course per semester, without payment of the tuition fee, outside the employee's normal working hours.

ARTICLE 34 - LABORATORY HOURS

34.1 Supervision Time

For the purposes of this Article, "*supervision time*" means scheduled student-contact hours in a laboratory or other related area for the purpose of student direction or demonstration.

34.2 Laboratories

For the purpose of this Article, laboratories shall be defined as:

(a) *Traditional* - Group paced laboratory activities normally requiring marking external to the laboratory supervision.

(b) *Open* - Individually paced laboratory activities normally including assessment as part of supervision.

(c) *Combination* - Any combination of group paced and individually paced activities.

34.3

Activities exclusive of supervision time shall include marking, research, reading, preparation time, set-up and take-down, meetings and required travel. These activities shall be allotted separate time from supervision time, and shall, together with supervision time, make up the thirty-five (35) hours per week.

34.4

The maximum number of supervisory hours per week that any Laboratory Technician IV can be expected to carry shall be:

- (a) *Traditional Labs* - The number of supervisory hours will not exceed eighteen (18) hours per week. Where the technician is required to mark fewer than sixty-five (65) students, and has three (3) or fewer preparations, then up to a maximum of twenty-one (21) hours may be required.
- (b) *Open Lab* - twenty-five (25) hours.
- (c) *Combination Lab* - shall be prorated.

34.5

A Laboratory Technician shall be responsible for supervising not more than eighteen (18) students at one time. For the purpose of allowing personnel to alternate on rest periods the maximum of eighteen (18) may be exceeded for the duration of the rest period only.

34.6 Preparation Time

One and one-half (1½) hour per course per week shall be allotted to Technician IV for reading/research/laboratory presentation preparation.

34.7 Marking Time

Calculations of marking time for purposes of time allotment for a traditional lab shall be made on the basis of eight (8) minutes per student per week.

34.8

Work Load for Laboratory Technicians Working Twenty (20) Hours/Week or Less:

- (a) Laboratory Technician IV working in traditional laboratory environments, shall carry a maximum course load of two (2) courses, and a maximum of three (3) sections.
- (b) Article 34.3 above shall apply to the number of hours allotted.

ARTICLE 35 - TERM OF AGREEMENT**35.1 Duration**

This Agreement shall be binding and remain in effect to midnight, June 30, 2002.

35.2 Notice to Bargain

- (a) This Agreement may be opened for collective bargaining by either Party on or after March 1, 2002, but in any event, not later than midnight, May 31, 2002.
- (b) Where no notice is given by either Party prior to March 31, 2002 and both Parties shall be deemed to have given notice under this Article on March 31, 2002 and thereupon Clause 35.3 of this Agreement applies.
- (c) All notices on behalf of the Union shall be given by the President or designate of the Union and similar notice on behalf of the Employer shall be given by the Chairman of the College Board or designate.

35.3 Commencement of Bargaining

Where a Party to this Agreement has given notice under Article 35.2, the Parties shall, within fourteen (14) days after the notice was given, commence collective bargaining.

35.4 Changes in Agreement

Any change deemed necessary in this Agreement may be made by mutual agreement at anytime during the life of this Agreement.

35.5 Agreement to Continue in Force

Both Parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining.

35.6 Effective Date of Agreement

(a) Except where otherwise specified, the provisions of this Agreement shall be in effect from July 1, 1998. The third (3rd) year general salary increase as per Clause 32.5(a) shall be paid retroactively to each employee on the basis of adjusting the employee's annual salary effective April 1, 2000. The fourth (4th) year general salary increase as per Clause 32.5(b) shall be paid retroactively to each employee on the basis of adjusting the employee's annual salary effective April 1, 2001 (rounded to the nearest dollar).

(b) Other adjustments in compensation or other changes in the Agreement will not be given retroactive effect, but instead shall become effective the day following ratification by both Parties or the date specified for the applicable provision.

35.7 Reference to Relevant Labour Legislation

The operation of Section 50(2) & (3) of the relevant labour legislation of British Columbia is specifically excluded.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

George Heyman, President

Hugh Fynamore
Labour Relations Manager

Triena Marples
Bargaining Committee Chairperson

Al Atkinson
Vice-President, Educational Services

Glen James
Bargaining Committee Member

Brenda Walton
Manager, Admissions and Records

Kim Reeves
Bargaining Committee Member

Des Wilson
Dean, Pure & Applied Sciences & Technology

Barbara Offen
Coordinated Bargaining Representative

Kris Rennem
Personnel Coordinator

Signed this _____ day of _____, 20 _____.

APPENDIX A - SALARY SCALES

| Pay Level | | A | B | C | D | E |
|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| I | Hourly | 14.51 | 14.76 | 15.06 | 15.37 | 15.71 |
| | Bi-weekly | 1,015.65 | 1,033.31 | 1,053.92 | 1,076.00 | 1,099.58 |
| | Annual | 26,407.00 | 26,866.00 | 27,402.00 | 27,976.00 | 28,589.00 |
| II | Hourly | 14.76 | 15.06 | 15.37 | 15.71 | 16.00 |
| | Bi-weekly | 1,033.31 | 1,053.92 | 1,076.00 | 1,099.58 | 1,120.12 |
| | Annual | 26,866.00 | 27,402.00 | 27,976.00 | 28,589.00 | 29,123.00 |
| III | Hourly | 15.06 | 15.37 | 15.71 | 16.00 | 16.38 |
| | Bi-weekly | 1,053.92 | 1,076.00 | 1,099.58 | 1,120.12 | 1,146.50 |
| | Annual | 27,402.00 | 27,976.00 | 28,589.00 | 29,123.00 | 29,809.00 |
| IV | Hourly | 15.37 | 15.71 | 16.00 | 16.38 | 16.74 |
| | Bi-weekly | 1,076.00 | 1,099.58 | 1,120.12 | 1,146.50 | 1,171.54 |
| | Annual | 27,976.00 | 28,589.00 | 29,123.00 | 29,809.00 | 30,460.00 |
| V | Hourly | 15.71 | 16.00 | 16.38 | 16.74 | 17.09 |
| | Bi-weekly | 1,099.58 | 1,120.12 | 1,146.50 | 1,171.54 | 1,196.46 |
| | Annual | 28,589.00 | 29,123.00 | 29,809.00 | 30,460.00 | 31,108.00 |
| VI | Hourly | 16.00 | 16.38 | 16.74 | 17.09 | 17.49 |
| | Bi-weekly | 1,120.12 | 1,146.50 | 1,171.54 | 1,196.46 | 1,224.38 |
| | Annual | 29,123.00 | 29,809.00 | 30,460.00 | 31,108.00 | 31,834.00 |
| VII | Hourly | 16.38 | 16.74 | 17.09 | 17.49 | 17.93 |
| | Bi-weekly | 1,146.50 | 1,171.54 | 1,196.46 | 1,224.38 | 1,255.27 |
| | Annual | 29,809.00 | 30,460.00 | 31,108.00 | 31,834.00 | 32,637.00 |
| VIII | Hourly | 16.74 | 17.09 | 17.49 | 17.93 | 18.48 |
| | Bi-weekly | 1,171.54 | 1,196.46 | 1,224.38 | 1,255.27 | 1,293.50 |
| | Annual | 30,460.00 | 31,108.00 | 31,834.00 | 32,637.00 | 33,631.00 |
| IX | Hourly | 17.09 | 17.49 | 17.93 | 18.48 | 18.98 |
| | Bi-weekly | 1,196.46 | 1,224.38 | 1,255.27 | 1,293.50 | 1,328.77 |
| | Annual | 31,108.00 | 31,834.00 | 32,637.00 | 33,631.00 | 34,548.00 |
| X | Hourly | 17.49 | 17.93 | 18.48 | 18.98 | 19.53 |
| | Bi-weekly | 1,224.38 | 1,255.27 | 1,293.50 | 1,328.77 | 1,367.00 |
| | Annual | 31,834.00 | 32,637.00 | 33,631.00 | 34,548.00 | 35,542.00 |
| XI | Hourly | 17.93 | 18.48 | 18.98 | 19.53 | 20.12 |
| | Bi-weekly | 1,255.27 | 1,293.50 | 1,328.77 | 1,367.00 | 1,408.12 |
| | Annual | 32,637.00 | 33,631.00 | 34,548.00 | 35,542.00 | 36,611.00 |
| XII | Hourly | 18.48 | 18.98 | 19.53 | 20.12 | 20.72 |
| | Bi-weekly | 1,293.50 | 1,328.77 | 1,367.00 | 1,408.12 | 1,450.73 |
| | Annual | 33,631.00 | 34,548.00 | 35,542.00 | 36,611.00 | 37,719.00 |
| XIII | Hourly | 18.98 | 19.53 | 20.12 | 20.72 | 21.38 |
| | Bi-weekly | 1,328.77 | 1,367.00 | 1,408.12 | 1,450.73 | 1,496.35 |
| | Annual | 34,548.00 | 35,542.00 | 36,611.00 | 37,719.00 | 38,905.00 |
| XIV | Hourly | 19.53 | 20.12 | 20.72 | 21.38 | 22.03 |
| | Bi-weekly | 1,367.00 | 1,408.12 | 1,450.73 | 1,496.35 | 1,541.88 |
| | Annual | 35,542.00 | 36,611.00 | 37,719.00 | 38,905.00 | 40,089.00 |
| XV | Hourly | 20.12 | 20.72 | 21.38 | 22.03 | 22.74 |
| | Bi-weekly | 1,408.12 | 1,450.73 | 1,496.35 | 1,541.88 | 1,591.88 |
| | Annual | 36,611.00 | 37,719.00 | 38,905.00 | 40,089.00 | 41,389.00 |
| XVI | Hourly | 20.72 | 21.38 | 22.03 | 22.74 | 23.48 |
| | Bi-weekly | 1,450.73 | 1,496.35 | 1,541.88 | 1,591.88 | 1,643.62 |
| | Annual | 37,719.00 | 38,905.00 | 40,089.00 | 41,389.00 | 42,734.00 |
| XVII | Hourly | 21.38 | 22.03 | 22.74 | 23.48 | 24.24 |
| | Bi-weekly | 1,496.35 | 1,541.88 | 1,591.88 | 1,643.62 | 1,697.08 |
| | Annual | 38,905.00 | 40,089.00 | 41,389.00 | 42,734.00 | 44,124.00 |

APPENDIX B

BCGEU POSITIONS AND RESPECTIVE PAY LEVELS

PAY LEVEL / JOB TITLE

1 This level is to be used exclusively for auxiliary on-call work of less than thirty (30) days' duration, which encompasses less than half of the principal duties of any job description in the bargaining unit.

2 It is agreed that Pay Level 2 is eliminated from Appendix B.

3 No Positions

| | | |
|---|---|---|
| 4 | <u>Activities Attendant</u> <u>Bookstore Shipper/Receiver Assistant</u> Clerk Typist II - Special Projects <u>CPS Receptionist/Mail Clerk</u> <u>Filing Clerk</u> | <u>Media Maintenance Assistant</u> <u>Media Production Assistant</u> <u>Research Clerk</u> Stagehand Utility Worker |
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| 5 | <u>Bookstore Cashier</u> | <u>Duplicator/Receiver</u> |
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| 6 | Assessment Centre Clerk <u>Bookstore Shipper/Receiver</u> <u>Clerical Assistant - SE Program</u> Clerk Typist/Receptionist <u>Community Music School Clerk</u> <u>Data Entry Clerk</u> <u>Mail Clerk</u> | <u>Native Language Speaker</u> (Modern Languages) <u>Native Language Speaker</u> (Student Development) Personnel Clerk – Receptionist <u>Shipper/Receiver</u> <u>Switchboard/Mail Clerk</u> <u>Switchboard Operator</u> |
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| 7 | <u>Admissions Assistant</u> <u>Assistant Registration Clerk</u> <u>Cashier Clerk</u> Clerical Assistant (Generic) Centre(s) 2000 <u>Clerk - Student Services Centre</u> (David Lam Campus) <u>Clerk - Student Services Centre</u> (New Westminster Campus) | <u>CRDO – Clerk</u> <u>CRDO – Research Clerk</u> <u>Data Entry Clerk – Bookstore</u> Events Assistant <u>Information System Assistant</u> <u>Purchasing Clerk Typist</u> Student Services Assistant (Student Placement) |
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| 8 | <u>Accounting Assistant</u> <u>Accounts Payable Clerk</u> <u>Admissions Clerk</u> <u>Administrative Clerk (Instructional Division)</u> <u>BC Benefits Officer (Registrar's Office)</u> <u>Building Service Worker</u> <u>(David Lam Campus)</u> <u>Building Service Worker</u> <u>(New Westminster Campus)</u> <u>Clerk Typist III (Commerce & Business)</u> <u>Clerk Typist III (Health Sciences)</u> <u>Clerk Typist IV - Special Projects</u> <u>Departmental Assistant I</u> <u>(Adult Special Education)</u> <u>Departmental Assistant I</u> <u>(Centre for Sport, Recreation & Wellness)</u> <u>Departmental Assistant I</u> <u>(Child, Family & Community Studies)</u> <u>Departmental Assistant I</u> <u>(Development Education)</u> | <u>Departmental Assistant I</u> <u>(Centre for Students with Disabilities)</u> <u>Departmental Assistant I (First Nations)</u> <u>Departmental Assistant I (Instructional Division)</u> <u>Information Services Assistant</u> <u>Language & Literature Assistant</u> <u>Performing Arts Assistant</u> <u>Personnel Clerk – Benefits</u> <u>Program Assistant 1 - Co-op Education</u> <u>Program Assistant 1 - Continuing Education</u> <u>Program Assistant 1 - Special Project (Generic)</u> <u>Records Assistant</u> <u>Registrar's General Clerk</u> <u>Registration Clerk</u> <u>Site Services Assistant (David Lam Campus)</u> <u>Site Services Assistant (New Westminster Campus)</u> <u>Systems & Computing Clerk</u> <u>Thomas Haney Campus Clerk</u> |
| <hr/> | | |
| 9 | <u>AV Inventory</u> <u>Accounts Receivable/Cashier</u> <u>Assistant - International Education</u> <u>Bookstore Clerk</u> <u>Buyer</u> <u>Career Resource Centre Assistant</u> <u>Circulation/ILL/Intercampus Assistant</u> <u>Circulation/Periodicals Check-in Assistant</u> <u>Clerk, Student Finance</u> <u>Collection Control Assistant</u> <u>Departmental Assistant II - (Centre(s) 2000)</u> <u>Departmental Assistant II</u> <u>(Child, Family and Community Studies)</u> <u>Departmental Assistant II (Commerce & Business)</u> <u>Departmental Assistant II (Health Sciences)</u> | <u>Departmental Assistant II</u> <u>(Humanities & Social Sciences)</u> <u>Departmental Assistant II</u> <u>(Language, Literature & Performing Arts)</u> <u>Departmental Assistant II (Learning Resources)</u> <u>Departmental Assistant II (Office of the Registrar)</u> <u>Departmental Assistant II</u> <u>(Personnel & Labour Relations)</u> <u>Departmental Assistant II (Psychiatric Nursing)</u> <u>Departmental Assistant II (Science & Technology)</u> <u>Departmental Assistant II (Student Development)</u> <u>General Ledger Accounting Clerk</u> <u>Orientation/Graduation Officer</u> <u>Production Assistant</u> <u>Reference/Orientation Assistant</u> <u>Student Life Assistant - International Education</u> |
| <hr/> | | |
| 10 | <u>AV Inventory/Distribution Assistant</u> <u>AV Library Assistant/Equipment Booking</u> <u>AV Library Assistant/Software Booking</u> <u>Assistant Lab technician - Nursing</u> <u>Circulation/Inter-Library Loan Assistant</u> <u>Computer Support Assistant</u> <u>Co-op Education Placement Officer</u> <u>Duplicating Operator</u> <u>Layout Technician</u> <u>Layout Technician and Direct Mail/</u> <u>Accounts Coordinator</u> <u>Math Advisor</u> <u>Media Production Technician I</u> <u>Payroll Officer</u> | <u>Program Assistant II</u> <u>(Centre for Sport, Recreation & Wellness)</u> <u>Program Assistant II (Commerce and Business)</u> <u>Program Assistant II (Community Programs)</u> <u>Program Assistant II (SE Project)</u> <u>Publications & Documentation Specialist</u> <u>Senior Bookstore Clerk</u> <u>Technical Services Assistant - Acquisitions</u> <u>Technical Services Assistant - Cataloguing</u> <u>Technical Services Assistant – Cataloguing/Acquisitions</u> <u>Technical Services Assistant – Cataloguing/Processing</u> <u>Technical Services Assistant - General</u> <u>Technical Services Assistant - Periodicals</u> <u>Thomas Haney Campus Assistant</u> |

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| 11 | <u>Alumni Association Officer</u> Assessment Assistant (David Lam) Assistant Editor - Event <u>CMO Graphic Designer</u> Communications & Marketing Coordinator <u>Employee Development Assistant</u> Financial Aid Advisor Foundation Coordinator <u>Graphic Designer I</u> <u>Habitat Restoration Program Assistant</u> <u>Language & Cultural Facilitator</u> | Media Maintenance Technician <u>Media Support Technician</u> <u>Overdues/Holds/Reserves/CILS Assistant</u> <u>Prison Library Technician</u> <u>Program Technician - Early Childhood</u> <u>Education Focus</u> Program Technician - Interpersonal Focus Program Technician - INTR <u>Safer Campus Coordinator</u> <u>Senior Accounting Clerk</u> <u>Writer/Media Specialist</u> |
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| 12 | <u>Academic Advisor</u> <u>Academic Advisor/Admissions/Records</u> <u>Assessment Services Coordinator</u> <u>Client Support (Help Desk) Coordinator</u> <u>Contract Services/Accounting Assistant</u> Costume Assistant <u>Dental Technician - UBC Program</u> <u>Development Officer</u> <u>Enrollment/Foundation/Accounting Assistant</u> <u>Facilitator, Disabled Student Services</u> <u>Health & Safety Coordinator</u> Instructional Facilitator (Career & Employment Preparation) Instructional Facilitator (Consumer & Job Preparation) | <u>Lab Technician - Dental</u> <u>Lab Technician - Nursing</u> <u>Lab Technician II - Biology</u> <u>Lab Technician II - Chemistry</u> <u>Lab Technician II - Geography</u> Marketing Coordinator <u>Media Production Technician II</u> <u>Partnership & Budget Accounting Assistant</u> Peer Services (BC Benefits Program) Senior Duplicating Operator <u>Student Life Coordinator - International Education</u> <u>Theatre Technician</u> <u>Training Facilitator - Basic Occupational Education</u> <u>Transition Facilitator (BC Benefits Program)</u> <u>Transition Planner</u> <u>Tutor/Coordinator (I CARE)</u> |
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| 13 | Assessment Officer <u>Computer Technician</u> <u>Computer Technician (Help Desk)</u> <u>Coordinator, First Nations Services</u> <u>Coordinator, Women's Centre</u> Employment Specialist <u>Graphic Designer II</u> <u>Learning Centre Services Coordinator</u> | <u>Network Computer Technician</u> Research & Evaluation Analyst <u>Supervisor, Audio Visual Unit</u> <u>Supervisor, Bookstore</u> <u>Supervisor, Circulation</u> Supervisor, Purchasing <u>Website Designer/Coordinator</u> <u>Web Site Technician</u> |
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| 14 | <u>Activities Coordinator</u> CMO Production Supervisor | <u>DLS Production Supervisor</u> Technical Services |
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| 15 | <u>Administrative Officer (CRDO)</u> <u>Admissions Supervisor</u> <u>Information Services Supervisor</u> Lab Technician IV - Biology Lab Technician IV - Chemistry Lab Technician IV - Computing science Lab Technician IV - Geography | <u>Lab Technician IV - Geology</u> Lab Technician IV - Physics Lab Technician IV - Psychology Lab Technician - Dispensing Optician Program <u>Records Supervisor</u> <u>Supervisor, Continuing Education</u> |
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| 16 | <u>Administrative Officer</u> <u>(Child, Family & Community Studies)</u> <u>Administrative Officer</u> <u>(Health Sciences & Psychiatric Nursing)</u> <u>Administrative Officer (Student Development)</u> | <u>Database Administrator/Programmer</u> <u>Payroll Supervisor</u> <u>Programmer/Analyst</u> <u>Web Administrator/Operating Systems Specialist</u> |
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| 17 | <u>Lab Supervisor - Biology</u> <u>Lab Supervisor - Chemistry</u> <u>Operations Supervisor (Adult Special Education)</u> <u>Operations Supervisor (Developmental</u> <u>Education)</u> <u>Operations Supervisor (Student Services)</u> | <u>Supervisor, Client & Office Support Supervisor,</u> <u>Financial Aid & Placement</u> <u>Supervisor, Instructional Computing &</u> <u>Desktop Services</u> <u>Supervisor, Production & Network Services</u> |
|----|---|---|

APPENDIX C

The Parties agree to determine, through discussions assisted by the BCGEU Coordinated Bargaining Representative at Labour/Management Committee, provisions regarding the Long Term Disability Plan and STIP to be included in this Appendix for information purposes within three (3) months of the signing of this Agreement.

LETTER OF UNDERSTANDING #1
EXCLUSIONS

Positions agreed upon as excluded from the bargaining unit of Local 703, BCGEU.

It is understood and agreed that the following positions are excluded from the bargaining unit to which this Agreement applies:

- (1) the College President
- (2) the Vice-President, Educational Services
- (3) the Vice-President, College Development
- (4) the Vice-President, Finance and Administration
- (5) the Vice-President, Instruction
- (6) Director, Communications and Marketing
- (7) Director, Learning Resources
- (8) Director of Institutional Research and Planning
- (9) Director, Centre for International Education
- (10) Director, Community and Contract Services
- (11) Director, Centre for Sport, Recreation and Wellness
- (12) Director, Facilities Services
- (13) Director, Distributed Learning Services
- (14) Director of Finance
- (15) Director, Psychiatric Nursing
- (16) Director, Systems & Computing
- (17) Director, Personnel and Labour Relations
- (18) Director, Educational Liaison
- (19) Executive Director of Douglas College Foundation
- (20) Dean, Commerce & Business Administration
- (21) Dean, Child, Family and Community Studies
- (22) Dean, Language, Literature and Performing Arts
- (23) Dean, Pure & Applied Sciences & Technology
- (24) Dean, Student Development
- (25) Dean, Health Sciences
- (26) Dean, Humanities and Social Sciences
- (27) Labour Relations Manager
- (28) Registrar
- (29) Manager, Admissions and Records
- (30) Personnel Coordinators (2)
- (31) Personnel Assistant
- (32) Weekend and Evening Administrator
- (33) Manager, Site Services (David Lam)
- (34) Manager, Accounting Information & Internal Audit
- (35) Comptroller
- (36) Administrative Assistant (Instruction)
- (37) Executive Secretary to the President
- (38) Administrative Assistant (College Development)
- (39) Executive Secretary to the Vice-President, Finance and Administration
- (40) Administrative Assistant (Educational Services)
- (41) Manager, Site Services (Royal Avenue)
- (42) Manager, Bookstore & Printshop
- (43) Personnel Manager
- (44) Manager, Computing Support Systems
- (45) Manager, Administrative Application Services
- (46) Administrative Assistant (Finance and Administration)
- (47) Manager, Support Services, International Education

LETTER OF UNDERSTANDING #2

RE: STUDENT ASSISTANTS

1. Students hired to carry out the principal duties of a job covered by an existing classification specification shall be classified accordingly and paid according to the rate established for that position.

2. Students hired to carry out the principal duties for a job not normally covered by an existing classification specification in the bargaining unit shall be classified and paid according to the following wages/benefits:

- (i) Base Rate \$7.15 per hour or minimum wage, whichever is greater;
- (ii) Health & Welfare 47¢ per hour;
- (iii) Vacation at 4% of regular earnings.

3. In the event there is a dispute as to whether an employee hired under this program should be classified in accordance with Points 1 or 2 preceding, the dispute shall be dealt with through the grievance procedure in the Collective Agreement.

4. The Parties agree that individuals employed and paid as per this Agreement will be considered auxiliary employees and receive the appropriate benefits as per the Collective Agreement but not be subject to or affected by any layoff and recall provisions in the Collective Agreement. Auxiliary employees hired as Student Assistants shall be considered discharged for just cause upon completion of the term of employment and shall not retain seniority.

5. The standard hours of work for Student Assistants will be no more than fifteen (15) hours per week. A student must be enrolled in two (2) or more courses to be covered by this Agreement. Overtime compensation as outlined in Article 17 shall apply to Student Assistants for time worked in excess of a seven (7) hour day.

6. This Agreement shall form part of the Collective Agreement between the B.C. Government and Service Employees' Union and Douglas College.

LETTER OF UNDERSTANDING #3

RE: JOB TRAINING FOR STUDENTS IN THE CONSUMER AND JOB PREPARATION PROGRAM FOR ADULTS WITH SPECIAL NEEDS

The Parties recognize that there is a need to provide job training at the College for adults with a mental handicap who are enrolled in the Consumer and Job Preparation Program.

Subject to the procedure set out below to ensure that these mentally handicapped students are not employed to do jobs which are performed by members of the bargaining unit, the Parties agree that such students are part of the BCGEU bargaining unit.

1. A committee will be struck comprised of an appointee from each of the Union and the College.
2. The Committee shall review the site and operational skills components in each proposal submitted by the Faculty Coordinator of the Consumer and Job Preparation Program. The Committee shall approve the applications based on the following criteria:
 - (a) Only students enrolled in Consumer and Job Preparation Program are eligible for the job training.
 - (b) The job training does not entail work performed by BCGEU members.
 - (c) There will be a maximum of four (4) students in job training at any one time.
 - (d) Students hired will not receive operational skill training either in excess of fifteen (15) hours a week or for greater than six (6) months.
3. Students hired to carry out the operational skills of the job training shall be paid according to the following wages:
 - (i) Base Rate.....\$7.15 per hour or minimum wage, whichever is greater;
 - (ii) Health & Welfare 47¢ per hour;
 - (iii) Vacation at 4% of regular earnings.
4. The Parties agree that individuals employed and paid as per this Agreement will be considered auxiliary employees and receive the appropriate benefits as per the Collective Agreement but not be subject to or affected by any layoff and recall provisions in the Collective Agreement. Individuals hired as per this Agreement shall be considered discharged for just cause upon completion of the term of employment and shall not retain seniority.
5. Any dispute in the application of the terms of this Letter of Understanding shall be resolved by the grievance and arbitration procedure of the Collective Agreement between the two (2) Parties.

LETTER OF UNDERSTANDING #4

CO-OPERATIVE EDUCATION STUDENT TRAINING PROGRAM PLACEMENT

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 hired to work at the College.

1. This Agreement will apply to students registered in a recognized Co-operative Education Program at a participating post-secondary institution.

2. A Co-operative Education Student Training Committee will be struck composed of an appointee from each of the Union and College. This Committee will both review the applications for placing Co-operative Education students, and will monitor the students once placed to ensure that the work being performed does not include the majority of the principle duties covered by an existing job description in the bargaining unit.

The Co-operative Education Students shall be paid according to the following wage/benefits:

- (a) Base Rate\$10.00 per hour;
- (b) Health & Welfare47¢ per hour;
- (c) Vacationat 4% of regular earnings.

3. The Parties agree that Co-operative Education students employed and paid as per this Agreement will be considered auxiliary employees and receive the appropriate benefits as per the Collective Agreement, but will not be subject to or affected by layoff and recall provisions in the Collective Agreement. Co-operative Education students, as auxiliary employees, shall be considered terminated for just cause upon completion of the term of employment and shall not retain seniority.

4. No Co-operative Education student will be hired when regular employees are on layoff and have the necessary qualifications, abilities and experience to perform the work. Auxiliary employees will not be displaced by the College as a result of the employment of Co-operative Education students.

5. The standard hours of work for Co-operative Education students will be seven (7) hours per day and thirty-five (35) hours per week. These hours may be varied by mutual agreement between the Union and the Employer provided that the Co-operative Education student does not work more than ten (10) hours in one (1) day and seventy (70) hours in a biweekly period. Notwithstanding the above, there will be a maximum of five (5) students employed by the College per semester with the maximum duration of any one (1) placement or work experience to not exceed four (4) months.

6. This Agreement shall form part of the Collective Agreement between the B.C. Government and Service Employees' Union and Douglas College.

7. Any dispute in the application of the terms of this Letter of Understanding shall be resolved by the grievance and arbitration procedure of the Collective Agreement between the two (2) Parties.

LETTER OF UNDERSTANDING #5

1. The College agrees that Article 15.1 "*Hours of Work*" language will not be changed or open for negotiations until November 1, 1997 without the consent of both Parties.
2. In the first year of the Agreement to October 31, 1989, a maximum of two (2) positions will be established to include Saturday and Sunday in their regular workweek.

LETTER OF UNDERSTANDING #6

RE: ALPHABETICAL LISTING OF COLLECTIVE AGREEMENT

The Parties agree there will be an alphabetical listing of the Table of Contents located at the end of the Collective Agreement for all future printings.

LETTER OF UNDERSTANDING #7

EMPLOYMENT EQUITY

The Parties recognize there is a need to review Employment Equity with respect to the following four (4) categories of people:

- (1) Women;
- (2) Aboriginal people;
- (3) Persons with disabilities;
- (4) Visible minorities.

The Parties therefore agree to:

- (a) establish a College-wide committee consisting of equal representation of Staff (BCGEU), Faculty, and Administration; and
- (b) an ex-officio administrator will be assigned as a staff officer to the Committee.

The mandate of the Committee will be to:

- (i) develop a database of employee positions within the College;
- (ii) examine recruiting, hiring, and promotion policies; and
- (iii) make recommendations as necessary to the Principles for the implementation of an Employment Equity Program.

It is agreed that any recommendations made by the Committee are not binding and are subject to agreement by the College and the respective Union.

LETTER OF UNDERSTANDING #8**JOB SHARING**

The following outlines the circumstances under which job sharing may occur, and the terms and conditions of job sharing.

Definitions:

| | |
|-------------------------|--|
| Job Sharing | A voluntary work arrangement in which two (2) employees adjust the number of hours they work by written agreement to share the responsibility for one (1) full-time regular position. |
| Job Sharing Proposal | A document initiated by two (2) employees, which outlines their request to become part-time regular employees and recommends how the duties of a position previously performed by one (1) full-time regular employee, can be divided to accommodate their request. |
| Job Sharing Arrangement | Where two (2) employees perform the duties of a position previously performed by one (1) full-time regular employee, thereby becoming two (2) regular part-time employees. |
| Job Sharing Partners | Employees participating in a job sharing arrangement. |
| Hours of Work | No more than, nor less than eighteen (18) hours per five (5) day period per partner. |

Criteria:

Job sharing proposals may be considered where:

(a) one of the partners proposing the job sharing arrangement already occupies the regular full-time position under consideration and has completed the trial period. The second partner must have completed a trial period or accumulated one hundred and thirty-one (131) days of seniority, and must be qualified to perform the duties of the position without additional training. Both partners must be currently performing at a satisfactory level.

or

(b) two (2) partners with the necessary education, skills, knowledge and experience, apply for one (1) full-time regular posted vacancy, as one (1) application, and both are selected as a single application as the successful candidates for the position. Both partners must have completed a trial period or accumulated one hundred and thirty-one (131) days of seniority. Both partners must be currently performing at a satisfactory level. Disputes regarding selection decisions made with respect to applications submitted in accordance with this clause will be referred to the grievance and arbitration procedure of the Collective Agreement.

Job Sharing Proposals

Proposals for job sharing arrangements will be forwarded to the appropriate excluded supervisor with copies to Personnel and Labour Relations, the BCGEU Staff Representative, and the BCGEU Chairperson. The JOB SHARING GUIDELINES will be developed at LMRC and mutually agreed to by the Parties and will be available in Personnel.

Approval of Job Sharing Proposals

Approval of the job sharing arrangement is at the discretion of the excluded supervisor. Any objections to the supervisor's decision must be referred to the Labour/Management Relations Committee within fifteen (15) days for discussion and attempted resolution. The Parties agree that Labour/Management Relations Committee is the final avenue for appeal of a denied job sharing proposal. Appointments are subject to the applicable Collective Agreement provisions. The appointment letter shall indicate that the employee's hours may temporarily be increased up to full-time, if required and with as much notice as possible, to cover the other partner's absence of one (1) week or greater.

Terms and Conditions

The total number of job sharing arrangements shall not exceed five (5) at any one time. Job sharing arrangements will not result in increased cost to the College beyond that incurred by the overlap in hours of work resulting from the two (2) eighteen (18) hour workweeks. The total hours per week to be shared between the partners will be thirty-six (36). Benefits, wage increments, seniority, vacations and statutory holidays for job sharing partners will be paid on a pro-rata basis, based on an eighteen (18) hour per week schedule per job sharing partner.

Termination of Job Sharing Arrangements

A job sharing arrangement may be terminated, upon thirty (30) days' notice, by:

- (a) the College, due to bona fide operational reasons;
- (b) either job sharing partner;
- (c) notification of the termination will be given to the job sharing partners or the Excluded Supervisor as appropriate, the Personnel and Labour Relations Department, the BCGEU Staff Representative, and the BCGEU Chairperson. Subject to satisfactory performance, the most senior employee will be offered the full-time position. The onus will be on the junior employee to find alternate employment. In the event the most senior employee declines the offer of the full-time position, the onus is on that employee to find alternate employment, and the most junior employee, subject to satisfactory performance, will be offered the full-time position. Should the junior employee decline the offer of the full-time position, the onus is on that employee to seek alternate employment. The position will then revert to full-time regular status and be posted in accordance with Article 28 of the Collective Agreement.
- (d) In the event that one (1) of the job sharing partners resigns the other job sharing partner, subject to satisfactory performance, will be offered the position on a full-time basis. Job sharing partners must provide the College thirty (30) days' written notice of resignation. If the remaining job sharing partner declines the full-time position, he/she will revert to full time and be provided sixty (60) days to propose and finalize another job share arrangement. The onus is on the employee to seek alternate employment if he/she declines the offer of the full-time position or if he/she is unable to obtain an approved job sharing arrangement. In that case, the position will revert to full-time status and be posted in accordance with Article 28 of the Collective Agreement.
- (d) The Parties agree that decisions to terminate a job sharing arrangement are not grievable.

The Employer shall provide five thousand, three hundred and sixty-six dollars (\$5,366) per year for this purpose. Funds allocated for the purposes of this Article that are unused at the end of any given fiscal year shall be re-allocated to the Education and Training Fund provided for in Article 21.

LETTER OF UNDERSTANDING #9

CONTRACT(S) TO PURCHASE SERVICE

Prior to the effective date of any Contract(s) to Purchase Service, which is being issued to bargaining unit employees, the Employer agrees to inform the Bargaining Unit Chairperson of the contract(s). This will not apply to existing Contract(s) to Purchase Service nor will it apply to Contract(s) to Purchase Service of a repeating nature, except upon the first issuance.

This Letter of Understanding will be reviewed upon expiry of this Collective Agreement and will only be renewed if mutually agreed to by the Parties.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

George Heyman, President

Hugh Fynamore
Labour Relations Manager

Triena Marples
Bargaining Committee Chairperson

Al Atkinson
Vice-President, Educational Services

Glen James
Bargaining Committee Member

Brenda Walton
Manager, Admissions and Records

Kim Reeves
Bargaining Committee Member

Des Wilson
Dean, Pure & Applied Sciences & Technology

Barbara Offen
Coordinated Bargaining Representative

Kris Rennem
Personnel Coordinator

Signed this _____ day of _____, 20 _____.

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