

COLLECTIVE AGREEMENT

between the

KWANTLEN UNIVERSITY COLLEGE

and the

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

Effective from July 1, 1998 to June 30, 2002

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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 University 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 service provided at Kwantlen University College. Accordingly they are determined to establish, within the framework provided by the law, an effective working relationship at all levels of the University 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 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 of British Columbia

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

ARTICLE 2 - DEFINITIONS

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

2.1 Auxiliary Employee

Means an employee who is employed for:

- (a) specific projects, or

- (b) temporary positions created by the Employer of six (6) months' duration or less. In the event the temporary position exceeds twenty (20) hours/week, repeats and is separated by a layoff of thirty (30) days or less, it will be posted as a regular position; or
- (c) replacement of employees on leave, or
- (d) part-time work of less than twenty (20) hours per week, or
- (e) temporary work as identified in Article 30.1(c).

2.2 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.

2.3 Promotion

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

2.4 Regular Employee

Means an employee who is appointed to a:

- (a) continuous full-time position, or
- (b) continuous part-time position of twenty (20) hours or more per week, or
- (c) repeating fixed-term positions (minimum twenty (20) hours per week having a term of at least six (6) months.

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

2.5 Travel Status

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

2.6 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, a reorganization, program termination, technological change, closure, shortage of operating funds as determined by the Employer, or other material change in organization.

2.7 Common-law Spouse

For the purposes of Articles 24.1, 21.2 and 21.4 the term common-law spouse means a person who resides with the employee in a common-law relationship which shall be defined as a relationship wherein two (2) persons of the same or opposite sex cohabit for a period of at least two (2) years as if husband and wife and whereby there is a mutual agreement between such persons that said relationship is a permanent relationship, exclusive of all other relationships.

2.8 Abandonment of Position

An employee who fails to report for duty for five (5) consecutive workdays without informing the Employer of the reason for the absence will be presumed to have abandoned their position. The employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not having informed the Employer.

ARTICLE 3 - UNION RECOGNITION AND RIGHTS

3.1 Bargaining Unit Defined

See Common Agreement - Article 2

3.2 Bargaining Agent 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 amended by the Labour Relations Board 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 Committee.

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 board facilities for Union business for the exclusive use of the Union, the sites to be determined by mutual agreement. The use of such bulletin board facilities shall be restricted to the business affairs of the Union.

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 in stenography typed by a member of the Union. This designation shall be placed below the signatory initials on 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 dispute as defined in the relevant labour relations legislation. 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.
- (b) Employees shall 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. The Union will pay the full cost normally paid by the Employer.
- (c) 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.

3.10 Time Off for Union Business

- (a) *Without Pay*

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

- (i) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
- (ii) for elected or appointed representatives of the Union to attend to Union business which requires them to leave their premises of employment; and
- (iii) 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:

- (i) to three (3) employees who are representatives on the Bargaining Committee to leave their employment to carry on negotiations with the Employer;
- (ii) 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;
- (iii) to stewards to perform their duties pursuant to Article 3.6; and
- (iv) to employees called to appear as witnesses before an arbitrator.

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 costs, including travel time incurred.

See Article 8 of Common Agreement

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 two (2) 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 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 ratification matters. This leave shall only be granted once during the contractual period.
- (e) Article 3.11(c) shall not apply to 3.11(d).

3.12 Employee Assistance Program

- (a) The Union and the Employer recognize the importance of a joint program to assist employees.
- (b) Any issues or concerns with the EAP will be brought to the Labour/Management Relations Committee.
- (c) None of the above will prevent either Party from withdrawing from the Program with sixty (60) days' notice. Notice of any change in EAP coverage or carrier will be provided by the Employer with sixty (60) days' advance notice.

3.13 Future Committees

It is agreed that any future open committees struck by the Employer which may deal with matters affecting any employee shall include representation from the Union. Such representation shall be appointed by the Union.

ARTICLE 4 - UNION SECURITY

4.1 Union Membership

(a) All employees in the bargaining unit who on December 20, 1974 were members of the Union, or thereafter became members of the Union, 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 Article 10 of Common Agreement

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) The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-off. A new employee shall be advised of the name and location of his/her steward. Whenever a steward is employed in the same work area as the new employee, the employee's immediate supervisor will introduce him/her to his/her steward who will provide the employee with a copy of the Collective Agreement. The Employer agrees that a Union steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for up to fifteen (15) minutes during the first thirty (30) days of employment, for the purpose of acquainting the new employee with the benefits and duties of Union membership and the employee's responsibilities and obligations to the Employer and the Union.

(b) The Chairperson of the bargaining unit or designate shall be notified of all appointments and hirings in writing within five (5) working days of the appointment. Notification shall include the campus location and department of the new employee.

ARTICLE 7 - EMPLOYER'S RIGHTS

(a) 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 University 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.

(b) 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 judgments 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 and 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 Union Negotiating Committee

A Union Negotiating 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 Union shall be provided with a copy of the annual budget approved by the Ministry of Skills, Training and Labour.

ARTICLE 9 - LABOUR/MANAGEMENT RELATIONS COMMITTEE

9.1 Meetings

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 as established in the previous Agreement.

9.2 Representation

The Committee shall consist of equal numbers of Union and Employer 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 Guidelines

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 scheduled on a regular basis once per month.
- (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 Employer when such meetings are held during working hours. Further, it is agreed that under no circumstances is the Employer 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 (1) 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 terms 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 Grievance

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 Section 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 circumstances 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:
 - (i) recording this grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
 - (ii) 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
 - (iii) transmitting this grievance to the designated local supervisor through the Union steward.
- (b) The local supervisor shall:
 - (i) forward the grievance to the representative of the Employer authorized to deal with grievances at Step 2; and
 - (ii) 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

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 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 3rd step, of its desire to submit the difference or allegations to Arbitration.

11.2 Appointment of the Arbitrator

Within fifteen (15) working days of the delivery and receipt of the reference to Arbitration, the Parties shall select a mutually agreeable arbitrator. In the event that the Parties cannot agree upon the selection of an arbitrator, either Party or both of the Parties may request the appointment of an arbitrator through the relevant body administering the labour relations' legislation.

11.3 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.

11.4 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.

11.5 Expenses of Arbitrator

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

11.6 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.

11.7 Investigator Hearing

If a difference arises between the Parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any questions as to whether a matter is arbitrable, during the term of the Collective Agreement Barb Bluman or Colin Taylor, subject to their availability, or another investigator agreed to by the Parties, shall with mutual agreement:

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

within thirty (30) days of the date of receipt of the request and, for those thirty (30) days from that date, time does not run in respect of the grievance procedure.

11.8 Implementation of Investigator Recommendations

The Union and the Employer shall confer and may agree prior to the investigator process, without prejudice, to implement the investigator's recommendations that result from a hearing under Article 11.7.

ARTICLE 12 - DISCHARGE, SUSPENSION AND DISCIPLINE

12.1 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.

12.2 Discipline Procedure

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.

An employee has the right to bring a shop steward to any meeting which the employee reasonably believes may lead to disciplinary action. However:

- (a) it is up to the employee to be aware of, and to exercise, this right;
- (b) there shall be no undue delay of the meeting being scheduled;
- (c) if an employee wishes to have a shop steward present, the employee must so advise his or her supervisor in advance of the meeting;
- (d) this right does not extend to operational meetings or discussions.

The Employer shall advise an employee of his or her right to have a shop steward present at any meeting in which the Employer intends to administer written discipline.

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

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.

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.

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.

12.3 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.

12.4 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 12.2 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.

ARTICLE 13 - HARASSMENT

13.1 Sexual Harassment

- (a) The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment, and the Employer shall take such actions as are necessary respecting an employee engaging in sexual harassment in the workplace.
- (b) Sexual harassment means engaging in a course of vexatious comment or conduct of a sexual nature that is known or ought reasonably to be known to be unwelcome and shall include, but not limited to:
 - (i) sexual solicitation or advance or inappropriate touching and sexual assault;
 - (ii) a reprisal, or threat of reprisal, which might reasonably be perceived as placing a condition of a sexual nature on employment by a person in authority after such sexual solicitation or advance or inappropriate touching is rejected.

13.2 Personal Harassment

The Employer and the Union recognize the right of employees to work in an environment free from personal harassment and agree employees who have been found to have engaged in personal harassment will be disciplined. Personal harassment by employees is defined as offensive comments and/or actions that serve no legitimate work-related purpose and that, by a reasonable standard, create an abusive, intimidating or humiliating work environment. Personal harassment may occur as a single incident or a combined series of incidents.

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

- (a) physical threat, intimidation, or assault or unwelcome physical contact such as touching patting, pinching and punching,
- (b) implied or expressed promise or reward, threat of reprisal, or denial of opportunity for refusal to comply with a request which serves no legitimate work-related purpose.

13.3 Complaint Procedure for Sexual and Personal Harassment

- (a) An employee who wishes to pursue a concern arising from an alleged harassment must submit a complaint directly to the Vice-President responsible for receiving complaints under this Article for that campus.
 - (i) For sexual harassment the complaint must be submitted in writing or in person within six (6) months of the latest alleged occurrence.
 - (ii) For personal harassment, the complaint must be submitted in writing within thirty (30) days of the latest alleged occurrence.

The limitation period may be extended if the delay was incurred in good faith or if the delay does not result in substantial prejudice to any of the involved individuals.

- (b) Where the alleged offender is the responsible Vice-President, the complaint shall be submitted to another Vice-President.
- (c) In the event that a BCGEU member is the alleged offender, he/she shall be given notice of the substance of such a complaint under this Article and shall be given the option of having a Steward present as an observer at the meeting(s) at which the alleged offender is present.

- (d) The complainant will be given the option of having a different steward present as an observer at the meeting(s) at which the complainant is present.
- (e) Upon receipt of the complaint, the Vice-President who is investigating shall notify the Staff Representative in writing. The Vice-President shall investigate the complaint and, shall, within thirty (30) days of receipt of the complaint, take such steps as may be necessary to resolve the issue. The complainant, alleged offender and Staff Representative will be informed of the recommendation(s) and/or action to be taken within five (5) days of the decision being made.
- (f) Pending determination of the complaint, the Vice-President who is investigating may take interim measures to separate the employees concerned if deemed necessary. Any interim measures to separate the Parties will not presume on the validity of the complaint, nor the findings of the investigation.
- (g) In cases where a finding of harassment may result in the transfer of an employee, normally, it shall be the alleged offender who is transferred, except where the complainant consents to be transferred.
- (h) Where the complainant is not satisfied with recommendation(s) and or action to be taken, the complainant may initiate a grievance under this Article at any step of the grievance procedure. The time limits and procedures specified under Article 10 will apply. Grievances and complaints under this clause will be handled with due regard for the privacy and confidentiality of any and all persons involved.
- (i) Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer will take appropriate action which may include discipline.

ARTICLE 14 - SENIORITY

14.1 Seniority Defined

- (a) Service Seniority 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.

14.2 Seniority List

The Employer shall maintain a service seniority list showing the date each regular employee commenced employment with the Employer, the position title, and the amount of continuous service seniority in hours. The seniority list shall be updated on a regular basis and will be sent to the President of the Union or his/her designate and the Bargaining Unit Chairperson during the months of September, January and May each year.

14.3 Loss of Seniority

Regular employees shall not, except as otherwise provided for in this Agreement, accrue seniority when a leave of absence without pay is for periods over sixty (60) days' duration, or when in receipt of LTD benefits. 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; or
- (b) subject to 14.4, they voluntarily terminate their employment or abandon their position; or

- (c) they are on layoff for more than one (1) year; or as per Article 15.4(b); or
- (d) they are terminated during their initial probationary period; or
- (e) they fail to report for work as specified in Article 15.5.

14.4 Re-employment

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, provided he/she has not withdrawn his/her superannuation contributions.

14.5 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 15 - LAYOFF AND RECALL

15.1 Pre-Layoff Canvass

See Common Agreement - Article 3

15.2 Layoff and Bumping

- (a) Auxiliary employees will be laid off prior to regular employees except that an auxiliary employee may be retained on the job if no regular employee, who has received layoff notice, has the necessary qualifications, abilities and experience to perform such work.
- (b) Where seniority is equal and when mutual agreement cannot be reached, seniority shall be determined by chance.
- (c) *Repeating Term Employees and Fixed Term Layoff*
 - (i) When the Employer lays off repeating fixed-term employees as defined in Article 2.4 at the end of their fixed term and issues a recall notice for the beginning of the next fixed term, Articles 15.2(a)(b)(d) and 15.5 (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. The right to bump during this fixed term layoff period is subject to the following:
 - (1) The auxiliary employee with the least seniority at the same pay level for whose position the repeating fixed term employee has the necessary qualifications, ability and experience shall be bumped.
 - (2) If (1) above does not result in a successful bump the same procedure will be applied at each subsequent lower pay level.
 - (3) The right to bump must be exercised within five (5) days of receipt of the layoff notice.
 - (ii) 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.

- (iii) In the event layoff notice is given under (ii) above, (i) does not apply.
- (d) *Bumping*
 - (i) Regular employees who receive notice of layoff shall have the right to bump employees with less seniority, providing the bump would not constitute a promotion.
 - (ii) The right to bump, subject to (1) above, shall be exercised in the following order:
 - (1) The employee with the least seniority at the same pay level for whose position he/she has the qualifications to do the job shall be bumped;
 - (2) If (1) above does not result in a successful bump, the same procedure will be applied at each lower pay level.
 - (iii) Regular Employees who are bumped as a result of (i) and (ii) above, shall have the same right to bump employees with less seniority, providing the bump would not constitute a promotion.
 - (iv) It is agreed that the probation/trial period specified in Article 30.6(a) will apply to employees moving into a new job as a result of bumping. In the event the employee proves to be unsatisfactory in the new job and is so advised in writing by the Employer, then the provisions of Article 15.2(d) shall be reapplied. In the event the employee does not have the necessary seniority or qualifications to bump a second time, or he has proven to be unsatisfactory in the second job, he will be laid off.
 - (v) 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.
 - (vi) If a regular employee opts for a layoff he must choose either re-call rights in accordance with Article 15.5 or severance pay in accordance with Article 15.8 on the date the layoff is scheduled to occur. If a regular employee declines to make a selection he shall be deemed to have chosen recall rights.
- (e) The Union recognizes the Employer's obligation to the community to continue to provide educational services during periods of layoff.

15.3 Application

The application of the layoff, bumping, and recall procedures in Article 15.2 and 15.5 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 this Article, the matter shall be resolved through the grievance procedure, commencing at Step 3.

15.4 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. These provisions do not apply to a temporary layoff which is a result of fire or natural disaster.

(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 15.4(a) when the auxiliary work expires and the employee returns to layoff status. The Employer, however, will provide an appointment notice to the employee specifying the expected duration of the auxiliary work. This notice may be amended by the Employer.

15.5 Recall

(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 period of layoff, the auxiliary time worked will be added to the one-year period of recall eligibility specified in Article 15.5(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. It is agreed that Article 30.6 applies in the event the employee is not recalled to his/her former position.

(d) In the event the employee is recalled to his/her former position or to a position at the same pay level as his/her 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.

15.6 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. Failure of the employee to report for work within five (5) calendar days of receiving notice to do so, shall result in loss of benefits as per Article 15.7.

It shall be the employee's responsibility to keep the Employer informed of the employee's current address during the period of layoff.

(b) Employees may refuse recall to an auxiliary position without affecting their entitlement under Article 15.7.

15.7 Continuation of Benefits

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

| | |
|-----------------|--------------------------|
| Article 21.1 | Basic Medical Insurance |
| Article 21.2 | Extended Health Benefits |
| Article 21.3(a) | Group Life Insurance |
| Article 21.4 | Dental Plan |

for a period of one (1) year from the day of layoff, or as per Article 15.5(b). Premium payments will be in accordance with provisions provided in the above clauses.

15.8 Severance Pay

(a) A regular employee may opt for severance pay on the date the layoff was scheduled to occur, in which case he/she 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 year's service seniority who opts for severance pay the following shall apply:

(i) for the first year of completed service seniority three (3) weeks' current straight-time pay;

(ii) for the second year of completed service seniority, three (3) weeks' current straight-time pay;

(iii) for each completed year of service seniority thereafter, one-half ($\frac{1}{2}$) month's current straight-time pay;

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

ARTICLE 16 - HOURS OF WORK

16.1 Standard Workweek

(a) Except for those employees otherwise provided for in paragraph (b) 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 a Sunday. The workday shall consist of seven (7) working hours per day.

(b) For those regular employees who were in the employ of the University 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.

(c) The Union and the Employer recognize that there exist various versions of a modified workweek concept, which average thirty-five (35) hours per week, all of which have been approved by the Board of Industrial Relations, Labour Standards Branch. It is understood and agreed that such cases are exceptions to Clause 16.1(a) and (b) only in respect to the thirty-five (35) hour limitation, and the seven- (7) hour per day limitation.

(d) The Parties agree to study the existing modified workweek plans, and to consult with respect to them. The modified workweek plan(s) shall not result in increased compensation to an employee. Guidelines on modified workweek schedules are available in Human Resources after September 30, 1997.

16.2 Standard Workday

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.

16.3 Meal Periods

(a) Unpaid meal periods shall 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) nor 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.

16.4 Scheduling of Hours

Flexible hours of work shall not result in increased compensation to an employee.

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.

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 6:30 a.m. and 8:00 p.m. Guidelines on flexible hours' schedules are available in Human Resources after September 30, 1997.

Sporadic modifications initiated by an employee to start/finish times will not result in increased compensation to the employee as per Article 17.2 and 17.6.

16.5 Clean-up Time

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

16.6 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 34.9.
- (e) The mileage allowance will only be payable:
 - (i) once per day for each day within the unexpired notice period, on which the employees report to the new location, and
 - (ii) only to compensate the employee for the number of additional miles necessarily travelled between their residence and the new reporting station.

16.7 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.

16.8 Hours of Work - Work Schedules

(a) The Employer's designate and the employee's representatives at the local level will consult regarding work schedules based upon the shift patterns and hours of work clauses.

(b) *If the Employer Wishes to Change an Existing Work Schedule:*

(i) The Employer will provide the affected employee(s) and Union with the earliest possible advance notice in writing.

(ii) If the change is requested only at the local level, the notice shall be given to the appropriate Union steward; if a change is requested which involves more than one (1) worksite, notice shall be given to the President of the Union.

(iii) Should the Union object to the proposed change it would have seven (7) calendar days from receipt of letter to inform the Employer in writing of its objection.

(iv) The Employer and the Union would have thirty (30) calendar days to attempt to resolve the dispute through the Labour/Management Committee, during which time no change may be implemented. Failing resolution at the Labour/Management Committee within the thirty (30) calendar days, the Employer may implement the new schedule.

(v) Time frames above could be extended by mutual agreement.

(c) *If an Employee or the Union Wish to Change an Existing Work Schedule:*

(i) The Employee, group of employees or Union shall first approach the Employer with their request in writing.

(ii) If the change is requested only at the local level the request shall be made to the local supervisor. If a change is requested that involves more than one (1) worksite the request shall be made to the designated administrator.

(iii) If the request is turned down reasons shall be provided and the employee(s) or Union may refer the matter within thirty (30) days of notice of refusal, to the Parties for attempted resolution.

(iv) The Parties agree that the Labour/Management Committee is the final avenue for appeal of a denied employee/Union request.

(v) Time frames above could be extended by mutual agreement.

(d) The decision reached by the Parties in (b)(iv) and (c)(iv) shall be final and binding.

16.9 Workplace Flexibility

See Article 9 of Common Agreement

ARTICLE 17 - SHIFT WORK

17.1 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:
 - (i) 12:00 Noon and 1:00 p.m. inclusive; or
 - (ii) 8:00 p.m. and 9:00 p.m. inclusive; or
 - (iii) 4:00 a.m. and 5:00 a.m. inclusive.

17.2 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 | Shift Starting Time | Hours at No Premium | Hours at 75¢ Premium | Hours at 85¢ Premium |
|------------------------|---------------------|----------------------|----------------------|------------------------|---------------------|----------------------|----------------------|
| 6:00 am to 6:59 am | 7 | | | 6:00 pm to 6:59 pm | | 7 | |
| 7:00 am to 7:59 am | 7 | | | 7:00 pm to 7:59 pm | | 7 | |
| 8:00 am to 8:59 am | 7 | | | 8:00 pm to 8:59 pm | | 4 | 3 |
| 9:00 am to 9:59 am | 7 | | | 9:00 pm to 9:59 pm | | 3 | 4 |
| 10:00 am to 10:59 am | 7 | | | 10:00 pm to 10:59 pm | | | 7 |
| 11:00 am to 11:59 am | 7 | | | 11:00 pm to 11:59 pm | | | 7 |
| 12:00 noon to 12:59 pm | 4 | 3 | | 12:00 mid. to 12:59 am | | | 7 |
| 1:00 pm to 1:59 pm | 3 | 4 | | 1:00 am to 1:59 am | | | 7 |
| 2:00 pm to 2:59 pm | | 7 | | 2:00 am to 2:59 am | | | 7 |
| 3:00 pm to 3:59 pm | | 7 | | 3:00 am to 3:59 am | | | 7 |
| 4:00 pm to 4:59 pm | | 7 | | 4:00 am to 4:59 am | 3 | | 4 |
| 5:00 pm to 5:59 pm | | 7 | | 5:00 am to 5:59 am | 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 workdays has been varied in accordance with Article 16 - Hours of Work.
- (d) Shift premiums will apply to overtime hours in conjunction with a shift.

17.3 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 schedule shifts to which they changed in addition to their regular pay. Subsequent shifts worked on the new schedules shall be without this premium.

17.4 Rotation and Scheduling

- (a) Where practical, having regard to the operational requirements of the University 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.

17.5 Exchange of Shifts

Employees may exchange shifts with the approval of the Employer, provided that sufficient advance notice is given and there is no increase in cost to the Employer.

17.6 Short Changeover

- (a) If shifts are scheduled so that there are not twenty-four (24) hours between the start of an employee's shift and start of the next shift, overtime rates apply to hours worked on the succeeding shift within the twenty-four (24) hour period.
- (b) When an employee is successful in obtaining multiple postings or non-posted auxiliary work resulting in a short shift changeover, overtime rates will not apply.

17.7 Split Shifts

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

17.8 Workplace Flexibility

See Article 9 of Common Agreement

ARTICLE 18 - OVERTIME

18.1 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 (2x) the straight-time rate.

18.2 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.

18.3 Recording of Overtime

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

18.4 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.

18.5 Overtime Compensation

- (a) Overtime worked shall be compensated for at the following rates:
 - (i) Time and one-half ($1\frac{1}{2}x$) for the first two (2) hours of overtime on a regularly scheduled workday;
 - (ii) Double time ($2x$) for hours worked in excess of (i); and
 - (iii) Double time ($2x$) for all hours worked on a day of rest.

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

- (b) Employees who work on a designated holiday which is not a scheduled workday shall receive their regular day's pay, and shall receive additional compensation at the rate of double time for all hours worked; except for Christmas and New Year's when the additional compensation shall be 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 traveled. The Employer may determine the means of such travel.
- (d) Employees shall have the option of receiving cash for overtime compensation or 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) Any overtime due at year end for that calendar year, or prior to terminating employment, shall be paid in cash.
- (g) Overtime shall be calculated in thirty (30) minute increments.

18.6 Overtime Meal Allowance

Employees who are required to work a minimum of two and one-half (2½) hours' overtime before or after their scheduled hours of work shall have the option of being provided with a hot meal or be reimbursed in the amount of nine dollars (\$9.00). Employees must inform the Employer which option they have selected. A meal break of one-half (½) hour with pay shall be given at the overtime rate. A further hot meal allowance of nine dollars (\$9.00) and a meal break of one-half (½) hour with pay shall be provided during each subsequent four (4) hour overtime period.

Where the Employer is unable to supply a hot meal, employees shall be required to take the nine-dollar (\$9.00) option.

18.7 No Layoff to Compensate for Overtime

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

18.8 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.

18.9 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 Employer. Any employee working more than thirty-five (35) hours in a week shall receive overtime after the thirty-five (35) hours.

18.10 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.

18.11 Rest Interval

Employees required to work overtime beyond their regularly scheduled shift shall be entitled to eight (8) clear hours between the end of the overtime worked and the start of their next regular shift. If eight (8) clear hours are not provided, overtime rates shall apply to all hours worked on the regular shift.

ARTICLE 19 - HOLIDAYS

19.1 Paid Holidays

Employees must work the last regularly scheduled day of work prior to the paid holiday and the first regularly scheduled day of work after the paid holiday in order to qualify for the paid holiday. It is agreed that employees who, on the last regularly scheduled day of work prior to the paid holiday, and on the first regularly scheduled day of work after the paid holiday, are on approved leave with pay as provided for in Articles 20, 21.5(a), 22, 24.1, 24.5, and 24.7, shall

have been deemed to have worked the last regularly scheduled day of work before the paid holiday and the first regularly scheduled day of work after the paid holiday.

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 | |

Any other day proclaimed as a holiday by the Federal, Provincial and/or Municipal Governments, 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.

19.2 Holiday 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 section already applies to the Monday) shall be deemed to be the holiday for the purposes of this Agreement.

19.3 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 of the first regularly scheduled workday following the day of rest so affected.

19.4 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 (2x) for all hours worked and the number of hours regularly worked shall be scheduled off at a later date in lieu of the holiday; except for Christmas Day and New Year's Day when the compensation shall be at the rate of double time and one-half (2½x) for all hours worked and the number of hours regularly worked shall be scheduled off at a later date in lieu of the holiday.

19.5 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.

19.6 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 20 - ANNUAL VACATIONS

20.1 Vacation Entitlement in Incomplete Year

During any incomplete year, i.e., 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.

20.2 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 as a regular employee:

| Years of Service | Annual Vacation Entitlement | |
|--------------------------------------|--|------|
| | <i>(1¼ days per month)</i> <i>(10 working days per month requirement for above entitlement)</i> | |
| From one (1) to three (3) years..... | 15 | days |
| Four (4) years..... | 20 | days |
| Five (5) years | 20 | days |
| Six (6) years | 25 | days |
| Seven (7) years..... | 25 | days |
| Eight (8) years | 25 | days |
| Nine (9) years..... | 25 | days |
| Ten (10) years | 25 | days |
| Eleven (11) years..... | 25 | days |
| Twelve (12) years..... | 30 | days |
| Thirteen (13) years | 30 | days |
| Fourteen (14) years | 30 | days |
| Fifteen (15) years | 35 | days |
| Sixteen (16) years..... | 35 | days |
| Seventeen (17) years | 35 | days |
| Eighteen (18) years | 35 | days |
| Nineteen (19) years | 35 | days |
| Twenty (20) years | 40 | days |

Regular employees engaged on a part-time basis shall be entitled to annual vacation on a pro-rata basis as above.

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

20.3 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 May 15 to August 15 inclusive, which shall be defined as the prime-time vacation period, providing the Employer's ability to provide educational and support services is not impaired.

20.4 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.

20.5 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 Employer of assuring coverage of positions. Approval of vacation schedules is subject to departmental requirements during peak periods.

20.6 Vacation Relief

Where the Employer determines vacation relief is required, the Employer shall give regular employees in the same department and/or work area the opportunity to substitute in higher paying positions and arrange for staff replacements at the lowest paying category.

20.7 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 Employer may authorize vacation leave during this period, upon written request by the employee.

20.8 Scheduled Vacations

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

20.9 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 Payroll Department has been given at least two (2) calendar weeks' notice of the date on which the employees will commence their vacation.

20.10 Approved Leave of Absence With Pay During Vacations

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. The period of vacation so displaced shall be taken at a mutually agreed time. An employee intending to claim displaced vacation leave must advise the Employer and provide necessary documentation as specified in Article 21.7 within seven (7) days of returning to work.

20.11 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 (2x) 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.

20.12 Vacation Carryover

An employee may carry over up to thirty-five (35) hours' vacation leave per vacation year for two (2) consecutive vacation years, to a maximum of seventy (70) hours which must be taken not later than the third consecutive vacation year.

Notice to carry over must be submitted in writing by the employees to their supervisor by January 15th following the vacation year in which the carryover is earned.

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.

20.13 Vacation for Repeating Fixed Term Positions

The Employer will make every effort to ensure that repeating fixed term employees' vacations will be accommodated during the appointment term. If accommodating vacations will impair the Employer's ability to provide educational and support services, the employee shall have the option of carryover or payout at the layoff period or at calendar year end.

ARTICLE 21 - HEALTH AND WELFARE**21.1 *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. Plan benefits will be paid in accordance with the Medical Services Plan of B.C. and will be subject to the limitations specified in the Plan including eligibility requirements.

21.2 *Extended Health Benefits

The Employer, by means of a policy issued by the insurance company, provides extended health benefits, including an eyeglass and contact lens option, to all regular employees and their dependents. The Employer shall pay the full cost of the premiums. Benefits will be paid in accordance with the schedule of benefits listed in the Plan and will be subject to limitations specified in the Plan.

21.3 *Group Life and Long-Term Disability Insurance

(a) All regular employees shall participate in a mutually agreed upon group life plan which shall provide for benefits as follows. The cost of the premium shall be borne by the Employer.

- (i) twice (2x) annual salary;
- (ii) accidental death and dismemberment coverage is an amount equal to (i) above.

(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.

Benefit Coverage: Sixty-six and two-thirds percent (662/3%) of the first one thousand, five hundred dollars (\$1,500) of monthly earnings plus fifty percent (50%) of the rest of your monthly earnings up to a maximum monthly benefit of two thousand, five hundred dollars (\$2,500).

(c) Benefits will be paid in accordance with the Schedule of Benefits listed in the insurance carrier's Plan and are subject to the limitations specified in the Plan, including eligibility requirements.

(i) Complete details of the Long-Term Disability Plan are available from the Human Resources Department.

(ii) If a long term disability claim is denied, the Human Resources Department will provide assistance in filing an appeal with the LTD Plan carrier.

21.4 *Dental Plan

The Employer 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, preventative, surgical, restorative services, prosthetic repairs, endodontics and periodontics, plus an increase in scaling units to eight (8) units per year and an increase in root planing treatments to eight (8) units per year;

NOTE: See Article 13.1(b) of Common Agreement

(b) Sixty percent (60%) of major treatments such as crowns, bridges and dentures;

(c) Sixty percent (60%) of orthodontic treatment to a maximum of three thousand, five hundred dollars (\$3,500) per dependent between the ages of 6-17 inclusive.

Dental benefits will be in accordance with the schedule of benefits listed in the insurance carrier's Plan, and subject to the limitations specified in the Plan. The Group Policy, available for consultation in the Human Resources Department, should be consulted for full details of the Plan.

*NOTE: See Article 13.1(c) of Common Agreement

21.5 Sick Leave Policy

- (a) The Employer pays an employee his/her full salary for absence due to illness not exceeding thirty (30) calendar days. The thirty (30) calendar-day period is accumulative to the extent that if an employee is absent, returns before thirty (30) calendar days, and then, within fourteen (14) calendar days, is absent again for same or a related illness, this counts as one (1) thirty (30) calendar-day elimination period.
- (b) Employees absent more than thirty (30) calendar days due to accident or illness, receive benefits from the LTD Plan beginning on the 31st day of illness. This income replaces the employee's regular salary. Premiums are paid by the employee so that the benefits are not taxable. Participation in the Plan is compulsory.
- (c) Coverage is by means of a policy issued by the insurance company and benefits will be paid in accordance with the schedule of benefits listed in the carrier's Plan and are subject to the limitations specified in the Plan including eligibility requirements.
- (d) Where an employee is absent from work due to an injury which involves third Party liability, (i.e., ICBC), the employee must repay the Employer an amount equivalent to the sick pay received from the Employer and/or the insurance carrier upon receipt of the accident settlement provided that the settlement of claim includes wage loss benefits.

21.6 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.

21.7 Sick Leave Report Form

An employee absent from work through illness or injury shall, within three (3) days of returning to work from the initial absence, submit a completed sick leave report form. This form is available at each campus or from Human Resources and is to be completed by the employee. The Employer may also request that a report from a qualified medical practitioner accompany the sick leave report form in one (1) or more of the following circumstances:

- (a) where it appears that a pattern of consistent or frequent absence from work is developing;
- (b) where the employee has been absent for five (5) consecutive scheduled days of work;
- (c) 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 the 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 of the report.

21.8 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.

21.9 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 21.7 hereof.
- (b) The right is reserved to the Employer 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.

21.10 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.

21.11 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 coverages:
 - Group Life Insurance
 - Accident 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 coverages 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 21.5, Sick Leave, shall apply for thirty (30) days.

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

21.12 Contributions in Advance

Except in the case of the Municipal Superannuation Plan, where this Agreement requires the Employer to deduct from an employee's pay the employee's contribution towards 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 coverages 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 Employer on behalf of the employees are similarly made in advance.

ARTICLE 22 - STAFF TRAINING AND DEVELOPMENT

22.1 Preamble

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

22.2 Funding

- (a) The Employer shall, at the beginning of each fiscal year, allot an amount equal to seventy-five dollars (\$75) per regular employee, to be distributed according to the provisions of this Article.
- (b) 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 apiece.
- (c) The Labour/Management Relations Committee shall establish criteria to be used by this Sub-committee when considering applications under this Article. The criteria shall be reviewed prior to the end of each fiscal year and appropriate changes made.
- (d) The total costs approved by the Sub-committee shall not exceed the total amount set aside in (a) above.
- (e) 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.
- (f) For the purpose of this Article, costs may include tuition fees, required course materials, travel expenses and/or salaries/replacement salaries required by the applicant. No individual employee shall be sponsored for education and training at a total cost to the fund in excess of five hundred dollars (\$500) in one (1) fiscal year. Educational activities shall be funded up to

one hundred percent (100%) of the cost of tuition and/or course materials, not to exceed the total cost and up to one hundred dollars (\$100) of the total cost may be used for travel expenses.

(g) The Sub-committee shall meet monthly to review applications. Preference shall be given to an application which clearly shows that:

- (i) the activity is part of the employee's plan for career development;
- (ii) the activity is offered by an accredited, recognized institution or professional association; and
- (iii) the activity forms part of a course of studies leading to a degree, diploma, certificate or citation.

The fund shall be used for credit and credit free courses and activities.

(h) 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/partial pay/without pay as determined by the Sub-committee. Employees granted leave shall continue to accrue seniority and receive all benefits during the period of such leave.

(i) 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's leave with pay/partial pay/without pay as decided by the Sub-committee. The supervisor, on behalf of the Employer, has the sole discretion to determine if a replacement is necessary.

(j) 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. Any request for leave exceeding the time frame specified is beyond the jurisdiction of this Sub-committee and would be dealt with via Article 24.8.

(k) Leave approved in one (1) fiscal year may be partially taken in the subsequent fiscal year where the course or seminar is scheduled so as to begin in one (1) fiscal year and conclude in a subsequent fiscal year.

(l) 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.

(m) In the event that an employee does not attend, fails or withdraws from an activity, the University College is authorized to deduct the total costs approved from the employee's salary (maximum recovery rate shall not exceed five percent (5%) of an employee's basic salary). In the event that an employee terminates employment with the University College, the total costs approved will be deducted from the employee's final paycheck.

(n) Money in the fund not committed for expenditure at the end of the fiscal year may be distributed equitably among those employees who submit receipts for eligible expenses over the five hundred dollars (\$500) maximum. However, no funds will be carried forward from one (1) fiscal year to the next.

(o) Funding may be approved retroactively within the fiscal year.

- (p) The Sub-committee shall provide the Chairperson of the Bargaining Committee with a copy of the budget summary on a monthly basis and a copy of the complete financial records which show the specific allocations and expenditures at the end of each fiscal year.
- (q) The Labour/Management Relations Committee shall monitor the operation of this Article and may, from time to time, recommend appropriate procedural and/or structural changes.

22.3 Personnel Development Committee

- (a) 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.
- (b) The Committee is composed of one (1) Union representative per campus plus the Director of Human Resources or his/her designate as ex-officio member.
- (c) *Fiscal Considerations:*
 - (i) The Committee has access to the funding with an annual limit of seven dollars and fifty cents (\$7.50) per regular and posted auxiliary employee.
 - (ii) The Committee may allot funds to campus or work unit groups for personnel development activities.
- (d) 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.
- (e) Every effort will be made to allow employees to attend these Personnel Development activities.
- (f) Annually, the Personnel Development Committee will provide the Chairperson of the Bargaining Unit with a copy of the Committee's financial records, which show specific allocations and expenditures.

22.4 Time Off for College-wide Personnel Development Days

The Employer and the Union recognize the mutual benefit of employees attending College-wide Personnel Development Days. Every effort will be made to grant time off without loss of seniority, benefits, or pay in order to attend Personnel Development Days.

22.5 Employee Orientation

The Employer agrees that the Bargaining Unit Chairperson or designate will be given five (5) days' notice of College-wide orientation sessions for support staff. The Bargaining Unit Chairperson or designate shall attend orientation without loss of pay, benefits and seniority. The Union will provide information to new employees with regard to the BCGEU. The Employer agrees to provide thirty (30) minutes to the Union to meet privately with new employees as a group. The BCGEU presentation will be the final item on agendas for orientation sessions.

22.6 University College Study Benefits

- (a) An employee with one (1) or more years of service seniority shall be entitled to take, without payment of tuition, one (1) University College credit course per semester plus one (1) additional University College credit course during the calendar year, outside the employee's normal working hours. If such courses are only offered during regular working hours,

permission may be obtained from the administrator providing that arrangements are made to make up time absent at no expense to the Employer.

(b) In the event that an employee does not successfully complete a University College credit course, the Employer is authorized to deduct the total tuition fee for the credit course from the employee's next payroll cheque.

(c) If an employee terminates employment with the Employer prior to completion of a credit course, the Employer is authorized to deduct the total tuition fee from the employee's final payroll cheque.

ARTICLE 23 - EDUCATIONAL LEAVE AND PROFESSIONAL DEVELOPMENT

23.1 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 promotional advancement at the University College.

(b) The Employer may grant a regular employee with a minimum of three (3) years' continuous regular service one (1) educational leave to maximum of twelve (12) months once every five (5) years under this Article.

(c) Written applications for Educational Leave shall be submitted to the supervisor three (3) months prior to the commencement of leave, with a copy to the Bargaining Unit Chair. An employee may withdraw their request until such time as a replacement employee has been selected.

(d) In granting educational leave, the operational needs of the University College are a primary consideration. Copies of approved educational leaves will be sent to the Bargaining Unit Chair. Employees may request denials of leave be referred to the Labour/Management Committee for review.

(e) Employees granted leave under this Article shall suffer no loss of seniority and upon return to the University College, shall return to their former position. In the event that the position has been eliminated, Article 15 will apply.

(f) The University College shall maintain coverage for its share of dental, extended health, group life and medical plans of employees on educational leave.

(g) Six (6) weeks prior to the expiration of educational leave, the employee must notify the University College in writing of the date of return to work.

23.2 Professional Development for Specialized Positions

The Employer recognizes the need for employees who work in specialized positions to keep up-to-date with knowledge and skills in their field.

(a) Employees filling regular positions that require a diploma, degree or equivalent may be entitled to apply for Professional Development leave up to a maximum of three (3) days per fiscal year for the following purposes:

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

- (ii) to participate in seminars, workshops, symposia, or similar out-service programs to keep up to date with knowledge and skills in their field.
- (iii) to apply to have relevant professional membership fees paid or reimbursed.
- (b) Professional Development leave shall not be cumulative, and funds will be allocated on a first-come, first-served basis.
- (c) Employees wishing to proceed on Professional Development leave shall submit an application indicating the leave required, the relevance of the particular event to the employee's job and the approval of their immediate supervisor. Approval for Professional Development leave shall be contingent on the Employer's ability to provide educational and support services. Where the PD activity occurs during a layoff period or leave of absence, no salary will be paid.
- (d) Applications for Professional Development leave will be processed through the Joint Sub-committee of LMRC that was established under Article 22.
- (e) The employee who has been approved for Professional Development leave shall be reimbursed for all or part of their expenses up to a maximum of four hundred dollars (\$400) per fiscal year. The fund shall be charged for workshops or conference fees, and for course material. When replacement occurs, the fund shall be charged for replacement salaries.
- (f) Money in the fund not committed for expenditure at the end of the fiscal year may be distributed equitably among those employees whose applications for funding exceeded the maximum allowed. Requests must be in writing and receipts for eligible expenses must be included. Money not distributed after preceding procedure will be carried over into the next fiscal year.
- (g) In the event that the employee does not attend or withdraws from the approved Professional Development activity, he/she will be required to reimburse the total funds received. The University College is authorized to commence payroll deductions until the total amount has been deducted (maximum recovery rate shall not exceed five percent (5%) of an employee's basic biweekly salary). If an employee terminates employment prior to completion of the event, the University College is authorized to deduct the total fee from the employee's final paycheck.
- (h) The Employer shall provide twenty three thousand, seven hundred and seventy-five dollars (\$23,775) per fiscal year for this purpose.
- (i) The Sub-committee shall provide the Bargaining Unit Chair with a copy of the budget summary on a monthly basis and a copy of the Sub-committee's financial records which show specific allocations and expenditures on an annual basis.
- (j) On request, the University College shall provide the Bargaining Unit Chair with the names and job titles of those individuals who qualify for funding under this Article.

23.3 Employer-Required Training

When the Employer requires a post-probationary employee to take training (i.e., the training is compulsory), the Employer shall grant a leave of absence with pay and shall bear the full cost of the training, except where the employee is appointed to a new position contingent on taking specific training.

Whenever possible, Employer-required training will be taken through Kwantlen University College.

ARTICLE 24 - SPECIAL AND OTHER LEAVE

24.1 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, from the date of death to and including the day of the funeral with, if necessary, an allowance for immediate return travelling time. Such leave shall normally not exceed five (5) working days. Immediate family is defined as an employee's parent, grandparent, wife, husband, common-law spouse, child, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, step parent, foster parent, step child, foster child and grandchild.

(b) In the event of the death of the employee's brother-in-law, sister-in-law, or a 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.

24.2 Full-time Union or Public Duties

The Employer shall grant, on written request, leave of absence without pay. Requests shall include reasonable notice. Where possible, prior to the expiration of the leave, the employee shall notify the Employer in writing of the anticipated date of return to work. This clause applies to:

- (a) employees to seek election in a Municipal, Provincial or Federal election;
- (b) employees selected for a full-time position with the Union or any body 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) employees elected to a public office for a maximum period of five (5) years.

24.3 Leave for Court Appearance

- (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.
- (b) Employees in receipt of their regular earnings while serving at court shall remit to the Employer all monies paid to them by the court, except meal allowances not reimbursed by the Employer.
- (c) Time spent at court by employees in their official capacity shall be at their 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.

24.4 Elections

The Employer shall give all employees eligible to vote in a Federal, Provincial or Municipal election or a referendum, four (4) consecutive clear hours during the hours in which the polls are open, in which to cast their ballots.

24.5 Family Illness

In the case of unanticipated illness or hospitalization of a spouse, dependent child or dependent 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 from his/her supervisor. This leave is for up to two (2) days with pay at any one (1) 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.

24.6 Medical and Dental Appointments

- (a) Where appointments cannot be arranged during non-work time, employees shall be entitled to take time off with pay for medical and dental appointments, but will arrange them at the beginning or end of the working day. Appointments made other than at the beginning or end of the working day will be the exception.
- (b) Requests to accompany a spouse, dependent child or dependent parent to a medical or dental appointment will be granted by the Employer subject to departmental requirements. 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 subject to departmental requirements. Verification of appointments may be requested by the University College.
- (c) Employees on modified or flexible hour work schedules shall make an effort to arrange for such appointment during non-work time.

24.7 Special Leave

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

| | |
|---|-------|
| Birth or adoption of the employees child | 1 day |
| Serious household or domestic emergency | 1 day |
| Attend funeral as pallbearer or mourner..... | ½day |
| Attend formal hearing to become a Canadian Citizen..... | 1 day |
| Moving of household effects - once per year | 1 day |

24.8 General Leave

Notwithstanding any provisions for leave in this Agreement, an employee may request leave of absence without pay for personal reasons or unusual circumstances. 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.

24.9 Leave of Absence for College Committees

See Article 7 of Common Agreement

ARTICLE 25 - MATERNITY/PARENTAL LEAVE

Notwithstanding Articles 25.1(a), 25.1(h), 25.2(b), and 25.2(i), the maximum combined leave for Maternity and/or Paternity Leave shall not exceed twelve (12) months.

25.1 Maternity Leave

A pregnant employee shall qualify for maternity leave:

- (a) Upon written request at least four (4) weeks in advance of the leave the employee will be granted leave of absence without pay for a period of not more than twelve (12) months. The request must be accompanied by a doctor's note indicating the expected date of birth.
- (b) The period of maternity leave without pay shall be from eleven (11) weeks before the expected date of termination of the pregnancy.
- (c) The Employer shall, with the agreement of the employee, defer the commencement of maternity leave for any period approved in writing by a qualified medical practitioner.
- (d) Where an employee who is at work becomes ill or injured following the commencement of the eleven (11) week period in (b) above, such illness or injury shall be covered by application of the sick leave provision as follows:
 - (i) 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 baby, whichever occurs first;
 - (ii) where the illness is caused through an abnormal condition or pregnancy, as determined in writing by a qualified medical practitioner, and the employee returned to work before the scheduled commencement date of maternity leave, the period of absence will be covered by the provisions of Article 21.5(a) and (b).
- (e) On return from maternity leave, an employee shall be placed in her former position.
- (f) The Employer shall maintain coverage for medical extended health, dental, group life, and long-term disability, and shall pay the Employer's share of these premiums.
- (g) Notwithstanding Articles 20.1 and 20.2, vacation entitlements and vacation pay shall continue to accrue while an employee is on maternity leave for the first six (6) months of maternity leave providing the employee returns to work for a period of not less than six (6) months. Vacation earned pursuant to this clause may be carried over to the following year, notwithstanding Article 20.12.
- (h) Where the original application for maternity leave is for a period of less than twelve (12) months, it can be extended for an additional period so the combined leaves do not exceed twelve (12) months. Such an extension must be for health reasons and will be without pay. A doctor's certificate is required. Benefit provisions under Article 25.1(f) shall apply.
- (i) Maternity leave for employees in their initial probation period shall be in accordance with the Employment Standards Act.
- (j) Six (6) weeks prior to the expiration date of the maternity leave, the employee must notify the University College in writing of the date of return to work. If no notification is given, the employee shall be deemed to have abandoned the position.

25.2 Parental Leave

- (a) The purpose of this leave is for the primary care and custody of the new born or newly adopted child(ren).
- (b) The employee shall be granted parental leave without pay for a period of up to six (6) months following the birth or adoption of the child(ren).
- (c) Where both parents are employees of the University College, the employees shall determine the apportionment of parental leave between them which will not exceed a combined total of six (6) months. The leave shall only be granted to one (1) employee parent at a time.
- (d) Where both parents are employees of the University College, the employee(s) who request parental leave in combination with maternity leave, the combined period of leave will not exceed twelve (12) months.
- (e) The employee shall notify the University College in writing, a minimum of one (1) month 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) The University College shall maintain coverage for medical, extended health, dental, group life and long term disability and shall pay the Employer's share of these premiums.
- (h) Notwithstanding Articles 20.1 and 20.2, vacation entitlement and vacation pay shall continue to accrue while an employee is on six (6) months' parental leave providing the employee returns to work for a period of not less than six (6) months. Vacation earned pursuant to this clause may be carried over to the following year notwithstanding Article 20.12. An employee cannot access this provision in combination with Article 25.1(g).
- (i) Parental leave for the purposes of adoption of a child(ren) shall be extended for up to an additional six (6) months without pay, for the newly adopted child(ren)'s health reasons where a Doctor's certificate is presented.
- (j) Six (6) weeks prior to the expiration date of the Parental leave, the employee must notify the University College in writing of the date of return to work. If no notification is given, the employee shall be deemed to have abandoned the position.

25.3 Seniority Rights on Re-employment

An employee who returns to work after the expiration of maternity/parental leave shall retain seniority accrued immediately prior to commencing maternity/parental leave and shall be credited with seniority for the period of time covered by the leave.

On return from maternity/parental leave, an employee shall be placed in his or her former position.

ARTICLE 26 - WORK ENVIRONMENT

26.1 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 University College facility without prior consultation with the Union.

(b) Where renovations (which may affect the working areas 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 27 - SAFETY AND HEALTH

27.1 Conditions

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

27.2 Safety Committee

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

(b) The Safety and Health Committee shall be notified of each accident or injury and may investigate and report to the Union and Employer on the nature and cause of the accident or injury.

(c) Employees who serve on a Safety and Health Committee shall receive their regular rate of pay for attending meetings of the Committee held during working hours or for investigating safety matters at anytime at the specific direction of the Safety Committee by resolution of the Committee.

27.3 Industrial First Aid 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 the Survival or Industrial First Aid Certificate, the cost shall be borne by the Employer and where applicable, leave to take the necessary courses shall be granted with pay and without loss of seniority. The Employer shall make a reasonable effort to grant employees holding Survival or Industrial First Aid Certificates under the 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 holders of the Level II Certificate.

(c) Where an employee required to possess a certificate under this Article has obtained a certificate that is beyond the grade required, the employee shall be paid the rate of seventy-five

dollars (\$75) per month. Should an employee take the Level III course and leave the service of the University College for employment elsewhere, the employee shall reimburse the University College the cost above the Level II course fee and classroom time on a pro-rata basis.

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

27.4 Unsafe Work Conditions

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

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

27.5 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.

27.6 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.

27.7 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.

27.8 Video Display Terminals

When employees are required to monitor video 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 initial assignment to VDT equipment or if medical facilities are not available prior to initial assignment to VDT 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 VDT, the employee shall be entitled to two (2) additional ten (10) minute rest breaks.

(c) Pregnant employees shall have the following options:

- (i) not to continue monitoring video display terminals, or

- (ii) not working in the area of one (1) meter of display terminals which use cathode ray tubes, or
 - (iii) to work at a shielded video display terminal;
 - (iv) When a pregnant employee chooses not to monitor such video display terminals, if other work at the same or lower level is available within the University College, for which the employee is qualified, she shall be re-assigned to such work and paid at her regular rate of pay;
 - (v) Where work re-assignment 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:
- (i) have adjustable keyboard and screens, and
 - (ii) meet radiation emission standards established by the Ministry of Labour.

The Occupational Health and Safety Committee shall review and make recommendations to ensure that the lighting and the above standards recommended by the Ministry of Labour, Occupational Environment Branch, as outlined in the publication Working with Video Display Terminals are being met.

- (f) The Employer shall ensure that any new office equipment required for use in conjunction with VDT's shall meet the standards recommended by the Ministry of Labour, Occupational Environment Branch publication Working with Video Display Terminals.

27.9 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 the building exit.

ARTICLE 28 - WORK CLOTHING

28.1 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 pantsuits 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 required by the Employer or by Workers' Compensation Board regulations to wear safety footwear will be reimbursed up to a maximum of one hundred and twenty dollars (\$120) per calendar year.

28.2 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.

28.3 Union Label

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

ARTICLE 29 - TECHNOLOGICAL CHANGE**29.1 Definition**

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

29.2 Notification of Change

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

29.3 Collective Bargaining

Within fourteen (14) days of the date of notice under Section 29.2 of this Article, 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.

29.4 Failure to Reach Agreement

Where, under Section 29.3, an agreement is not reached prior to the full implementation of the technological change, the Union may apply to the body administering the relevant labour relations legislation to determine whether the Collective Agreement should be declared to be terminated.

29.5 Training

(a) 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, provided the regular employee can qualify for the new work within a reasonable training period. The cost of training and when required, travel expenses, as laid down in this Agreement 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 shall be maintained throughout the training period. Seniority and vacation will also accrue. When training is not available during regular work hours, the Employer is not obligated to pay any additional wages, salaries, overtime or other premiums.

29.6 Alternate Provisions

Where additional knowledge and skills are not appropriate pursuant to Article 29.5, or the employee fails to qualify for the new work within a maximum four (4) months period of time, Article 15 shall apply.

29.7 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 University College position.

ARTICLE 30 - PROMOTIONS AND STAFF CHANGES

30.1 Job Postings

- (a) When a new position is created, the Employer shall post notice of the new position. The posting shall be placed on the Campus Personnel Notice Board for a minimum of ten (10) calendar days, and in University 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:
 - (i) Regular employees in the same department and/or work areas 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 20.6.
 - (ii) 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 forty-five (45) calendar days may be filled by an auxiliary employee without posting, provided that the provisions of (b)(i) above have been fully exhausted. Extension of this forty-five (45) day period must receive prior approval of the Union in writing.
- (d) It is understood that regular employees who have passed their initial probation 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.

30.2 Information in Postings

Such notice shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills, shifts, campus, wage or salary rate or range.

Such qualifications may not be established in an arbitrary or discriminatory manner. All job postings shall state: "This position is open to male and female applicants."

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

See Common Agreement -Article 12

30.3 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 30.1. This may be varied only with the prior written agreement of the Bargaining Unit Chair.

30.4 Role of Seniority in Promotions and Transfers

Both Parties recognize:

- (a) The principle of promotion within the service of the Employer.
- (b) Where two (2) or more applicants have the required education, skills, knowledge and experience and are approximately equal, the applicant with the greater seniority shall be awarded the position.

30.5 Probation Period for Initial Regular Appointment

- (a) The successful applicant shall be placed on a probation period. The length of the period will be stated to the employee in the appointment letter from the Employer, and such probation period will be nine hundred and ten (910) hours worked.

Conditional on satisfactory service, the employee shall be declared permanent after the probation period.

- (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 regular, the length of the probation 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 probation period to a maximum of four hundred and fifty-five (455) hours worked.

- (c) During the probationary period, the Employer may dismiss the employee for just cause. The test of just cause shall be a test of suitability of the probationary employee for continued employment in the position to which they were appointed.

30.6 Trial Period

Regular post-probationary employees who are promoted or transferred or who accept a voluntary demotion will have a trial period of four (4) months worked. 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 also be returned to their former position, wage or salary rate without loss of seniority.

30.7 Evaluation Reports

Where a formal appraisal of an employee's performance is carried out, the employee shall be given sufficient opportunity to read and review the appraisal. Provision shall be made on the employee appraisal form for an employee to sign it. 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 one (1) of the places provided. No employee may initiate a grievance regarding the contents of an employee appraisal unless the employee has signed in the space indicating disagreement with the appraisal. An employee shall, upon request, receive a copy of the employee appraisal at time of signing. An employee appraisal shall not be changed after an employee has signed it, without the knowledge of the employee, and any such changes shall be subject to the grievance procedure of this Agreement.

If the employee's increment is to be denied, it must be so stated on the evaluation form.

30.8 Selection Panels

Selection panels for posted positions within the bargaining unit shall be convened by the Employer.

30.9 Local Union Observer

The President of the Union or his 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.

30.10 Notification to Employee and Union

Within fourteen (14) calendar 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, hirings, layoffs, transfers, recalls and terminations of employment within five (5) working days.

30.11 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.

30.12 Personnel Files

- (a) An employee, or the President of the Union or his/her designate with the written authority of the employee, shall be entitled to review the employee's personnel file(s), both paper and, if applicable, electronic, in the office in which the file is normally kept, to facilitate the investigation of a grievance.
- (b) The Personnel file will only be accessible during normal business hours, and the employee shall give reasonable notice that access is requested.
- (c) The file shall not be removed from the office in which access is provided, and the employee cannot remove anything from the file nor add anything to it.

30.13 Transfer Without Posting

The Parties agree to discuss requests received under this Article. The Employer and Union jointly have the authority to grant lateral transfers or voluntary demotions, to vacancies, without posting for:

- (a) all employees who have become incapacitated by industrial illness or industrial injury arising out of employment at the University College. Such jurisdiction is not limited to initial placement but is retained for subsequent moves should it become necessary,
- (b) medical grounds to employees who have completed their probationary period,
- (c) compassionate or special circumstances to employees who have completed their probationary period. Each situation will be considered on an individual basis by Human Resources and the Union.

Where requests for transfers are for compassionate reasons or special circumstances, and suitable vacancies do not currently exist, employees shall be placed on a transfer list until a suitable vacancy becomes available. Employees may opt to remain in their current position or apply for leave of absence under Article 24.8.

In the case of an employee who seeks the benefit of this provision as the result of medical problems, illness, or injury, the employee will be placed on the transfer list when the employee has been declared by their physician to be medically fit to return to work.

Suitable vacancies will be determined jointly by the Union and the Employer.

30.14 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 30.1(a) will not apply.

ARTICLE 31 - JOB CLASSIFICATION AND RECLASSIFICATION**31.1 Preamble**

The Parties agree to recognize and incorporate into future process the work done and the standards and criteria used by the former Joint Pay Equity Committee.

31.2 Joint Job Evaluation Committee

A joint job evaluation committee shall be formed with two (2) representatives from each of the Parties to this Agreement. Meetings of the Joint Job Evaluation Committee will require at least one (1) representative from each Party. Representatives of the Union will suffer no loss of seniority or remuneration otherwise payable by the University College when such meetings are held during work hours. The Employer is not obligated to pay any additional wages, salaries, overtime or other premiums in the event that the Parties agree to schedule meeting of the JJEC during non-working hours. The Union and Employer agree that the Joint Job Evaluation Committee shall:

- (a) determine appropriate procedures and terms of reference for the ongoing operation of the Committee;
- (b) determine the format of job descriptions/job specifications to be used within the Job Evaluation Plan; and
- (c) ensure the ongoing maintenance of the Plan.

31.3 Documents for Committee

The Committee is responsible for the maintenance of all documentation including evaluation results, job specifications, and individual ratings for all jobs, and shall be supplied with all relevant documentation for making position ratings.

31.4 Changes in Classification

Changes in classification may occur as a result of:

- (a) a decision by the Employer, consistent with an assigned change in the duties of the position; or
- (b) a request by an employee, following an assigned change in the duties of the position, or where the employee can demonstrate a substantive change or changes in the duties of the position; or
- (c) an agreement between the Parties at Step 3 of the grievance procedure; or
- (d) a decision by the arbitrator following referral to Article 31.6(b) of a dispute not resolved via Article 31.4(c) above; or
- (e) collective bargaining.

31.5 Retroactivity

Subsequent changes of an employee's classification would not in any case go back retroactively into or beyond the period of time when the Job Evaluation Committee was operative. The only exception would be that those requests that had been lodged prior to the introduction of the Gender-Neutral Job Evaluation Plan developed by the Joint Pay Equity Committee, but not adjudicated by the time the Joint Pay Equity Committee concluded the Pay Equity Program, which would be retroactive to the date of lodging such a request. New requests for reclassification will not be retroactive beyond the date of the lodging of such a request.

31.6 Resolution of Disputes

- (a) In the event that the Joint Committee cannot agree on the evaluation of a position, the Parties agree that an Employer representative and a BCGEU representative have thirty (30) calendar days to try and resolve the dispute, before it is referred to the third (3rd) step of the grievance and arbitration procedure of the Collective Agreement.
- (b) In the event the dispute is arbitrated, the Parties agree that, where possible, it is preferable that the arbitrator shall have a knowledge of job evaluation.

31.7 Criteria for Arbitration

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 Pay Equity 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 would be a factor in determining classification level.

31.8 Existing Scale

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.

31.9 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.

31.10 Job Descriptions

The Employer agrees to maintain updated job descriptions for all positions and classifications for which the Union is the bargaining agent and provide the Union with a copy of any revisions to existing job descriptions.

31.11 New Position

When a position not covered under Appendix A is established during the term of this Agreement, the Employer shall consult with the Union as to the rate of pay. If the Parties are unable to agree, the Union may, within thirty (30) calendar days of their first meeting or other such period as agreed by the Parties, the Employer may implement the classification and the rate of pay. The Union may then refer this dispute to the third (3rd) step of the grievance and arbitration procedure of the Collective Agreement.

31.12 No Delay

The procedure set out above is not intended to interfere with or delay the posting or filling of new positions, as the new rate ultimately settled on will be made retroactive to the date the position was first filled by the employee.

31.13 Reclassification of Position

Employees shall not have their salary reduced by reason of a change in the classification of their position that is caused other than by the employees themselves.

ARTICLE 32 - EMPLOYEE WORKLOAD

Except in the case of an emergency, an employee's workload 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 five (5) days the matter shall be referred to the Labour/Management Relations Committee, which shall meet within five (5) working days.

If not satisfactorily resolved by Labour/Management Relations Committee, the matter may be submitted within fifteen (15) days to an Investigator under Article 11. The time limits may be altered by mutual consent of the Parties, but the same must be in writing.

ARTICLE 33 - PERSONAL DUTIES

It is understood by both Parties that work not related to the business of Kwantlen University 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 34 - PAYMENT OF WAGES AND ALLOWANCES**34.1 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.

34.2 Paydays

Employees shall be paid biweekly on alternate Fridays.

34.3 Rates of Pay

An employee shall be paid in accordance with the hourly/biweekly/monthly/annual rate table set out in Appendix A to this Agreement.

For purposes of converting the rates, the following formulae shall be used:

- (a) Annual Salary = monthly rate multiplied by twelve (12) months
- (b) Monthly Salary = annual salary divided by twelve (12) months
- (c) Biweekly Salary = annual salary divided by twenty-six (26) annual pay periods
- (d) Hourly rate = biweekly salary divided by ten (10) working days of seven (7) hours per day.

34.4 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 preceding sentence.
- (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.
- (f) Employees engaged on a part-time basis shall become entitled to increments when they have worked the equivalent number of hours required by a full-time employee.

34.5 Wages

- (a)
 - (i) See Common Agreement - Article 17
- (b) 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 his designate, and to each employee covered by this Agreement by including it with the first paycheque nearest the sixty (60) day period outlined.

34.6 Substitution Pay

- (a) When employees are designated by the University 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, whichever is greater.
- (b) Regular employees with adequate qualifications shall be given first preference for substitution pay pursuant to Article 30.1.
- (c) An auxiliary employee may be entitled to substitution pay if a regular employee is not available subject to provisions in (b).

34.7 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 (2) steps higher than the employee's previous rate or the minimum of the new range, whichever is greater.

34.8 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.

34.9 Mileage Allowance

(a) Mileage allowance for all miles traveled on the Employer's business shall be paid to employees required by the Employer to use their own vehicles in the performance of their duties. The mileage allowance shall be forty-six cents (46¢) per mile, twenty-nine cents (29¢) per kilometer, effective date of ratification.

(b) Employees who are required to use their vehicle for the Employer's business in excess of six (6) days per month, on a regular and continuing basis, shall be reimbursed upon presentation of appropriate receipts and documents one hundred percent (100%) of the annual incremental cost of the ICBC Class 07 (business) premium that is over and above that for a Class 02 (pleasure, drive to work or school). Such reimbursement is limited to one (1) vehicle per employee and it is the responsibility of the employee to purchase Class 07 vehicle insurance when necessary.

34.10 Meal Allowance

Employees on travel status shall be entitled to a meal allowance for the time spent away from the University College. Meal allowances shall be:

| | |
|----------------|--------|
| Breakfast..... | \$7.00 |
| Lunch..... | 8.75 |
| Dinner..... | 15.25 |

34.11 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.

34.12 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.

34.13 Upgrading Qualifications

- (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 in this Agreement 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 shall be maintained throughout the training period. Seniority and vacation will also accrue.

34.14 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 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.

34.15 Professional Membership Fees

The Employer will reimburse regular employees who pay RNABC membership fees and who are employed as Nursing Lab Supervisors at Kwantlen University College.

ARTICLE 35 - AUXILIARY EMPLOYEES**35.1 Appointment**

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

35.2 Seniority

- (a) The Employer shall maintain a seniority list showing the date first hired, last appointment date, present classification, location, reason for hiring and total seniority for each auxiliary employee working in a posted position, and showing date first hired, current department, and total seniority hours for all other auxiliaries. A copy of this list shall be forwarded to the Union within one (1) month of September, January and May.
- (b) An auxiliary employee shall accumulate service seniority equal to the number of hours worked. Effective October 1, 1997, auxiliaries identified in Article 30.1(c) shall be administered centrally by Human Resources and shall be recalled in order of seniority, provided they have the qualifications, ability and experience to do the work, as determined by Human Resources.

- (c) Auxiliary employees who become regular shall be credited with all service seniority accrued as an auxiliary.
- (d) Auxiliary employees must have completed four hundred and fifty-five (455) hours in a twelve (12) month period immediately prior to the posting to be recognized as inside applicants when applying to positions posted internally.
- (e) Auxiliary employees may specify campus location or department and will not be called for work other than that. It is the employee's responsibility to notify H.R. of any change to their availability, or their work location or department restrictions, and to notify H.R. of any change in their qualifications.

35.3 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 University 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.

35.4 Layoff and Recall

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

- (i) Accounting/Financial Services
- (ii) Office of the Registrar
- (iii) Student Services
- (iv) Information and Educational Technology
- (v) Purchasing
- (vi) Facilities
- (vii) Library
- (viii) Development Services
- (ix) Bookstore
- (x) Instructional Support
- (xi) Clerical Support
- (xii) Administrative Support
- (xiii) Strategic Planning and Communications
- (xiv) Print Shop
- (xv) Day Care

Where an auxiliary employee has been identified for layoff as above and the remaining auxiliary employees in the grouping do not have the necessary qualifications, experience and abilities to perform the remaining work, the next to least senior auxiliary employee would be identified. This process would continue in reverse order of seniority until an auxiliary employee's position has been identified.

- (b) Auxiliary employees who reach the end of their posted position, or who are laid off prior to the posted end-date, may apply to Human Resources for placement on the auxiliary recall list.

35.5 Application of Agreement

The provisions of Articles 14, 15, 20, 21, 22.1, 22.2, 22.3, 22.5, 22.6, 22.7, 23, 24, 25, and 29 of this Agreement do not apply to auxiliary employees. The provisions of the other Articles apply to auxiliary employees except as otherwise indicated.

35.6 Annual Vacation

Auxiliary employees will be entitled to receive annual vacation at the rate of four (4%) of their regular earnings. After seven thousand (7,000) hours worked, auxiliary employees will be entitled to receive annual vacation at the rate of six percent (6%) of their regular earnings.

Auxiliary employees have the option of:

- (a) receiving vacation pay on each paycheque; or
- (b) accumulating vacation pay and receive payout upon request of employee.

Auxiliary employees shall also be entitled to schedule vacation time off.

35.7 Health and Welfare

Auxiliary employees shall receive compensation of fifty cents (50¢) per straight-time hour worked in lieu of health and welfare benefits to a maximum of thirty-five dollars (\$35) biweekly.

35.8 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 19.

35.9 Entitlement to Wage Increments

- (a) When an auxiliary employee works in the same classification during the qualifying period defined in Article 34.4 on a full-time or equivalent part-time basis, he 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 that position.
- (c) When the auxiliary employee has attained a higher increment level as per (a) above and the job subsequently ceases, he will carry the increment level forward to the next assignment, provided the skills and knowledge required are reasonably similar in nature.
- (d) Time spent by auxiliary employees on an intermittent work basis, i.e., non-posted periods of service less than thirty (30) calendar days, will not be accumulated towards increment eligibility.

35.10 *Entitlement to Benefits

An auxiliary employee working thirty-five (35) hours per week in a temporary position of six (6) months' continuous duration or more will be eligible to apply for benefits outlined in Article 21, subject to the following:

- (a) Article 35.7 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 thirty-five (35) hour week job of the required duration.

*NOTE: See Article 13.1(c) of Common Agreement

ARTICLE 36 - LABORATORY/SHOP HOURS

36.1 Supervision Time

- (a) For the purposes of this Article, supervision time means scheduled student-contact hours in a laboratory/shop or other related areas for the purpose of student direction or demonstration.
- (b) For the purposes of this Article, laboratory supervisor/programs assistant means those employees^{4e} classified at Pay Level 13 or higher, who are assigned supervision time as defined in Article 36.1(a), and the terms supervision/supervisor apply only to student learning activities and does not apply to the job evaluation factors outlined under supervision in the JJEC.

36.2 Laboratories/Shops

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

- (a) *Traditional* - Group-paced laboratory/shop activities normally requiring marking external to the laboratory/shop supervision.
- (b) *Open* - Individually paced laboratory/shop activities normally including assessment as part of supervision.
- (c) *Combination* - Any combination of group-paced and individually paced activities.

36.3 Activities

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.

36.4 Supervisory Hours

The maximum number of supervisory hours per week that any Laboratory Supervisor/Programs Assistant classified at Pay Level 13 or higher 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 Laboratory Supervisor/Programs Assistant is required to mark fewer than sixty-five (65) students, and has three (3) or fewer preparations, then up to a maximum of twenty-two (22) hours may be required.
- (b) *Open Lab/Shop*: twenty-five (25) hours.
- (c) *Combination Lab/Shop*: shall be prorated.

36.5 Students

A Laboratory Supervisor/Programs Assistant shall be responsible for supervising not more than twenty (20) students at one (1) time. For the purpose of allowing personnel to alternate on rest periods the maximum of twenty (20) may be exceeded for the duration of the rest period only.

36.6 Preparation Time

One and one-half (1½) hours per course per week shall be allotted to Laboratory Supervisors/Program Assistants for reading/research/laboratory/shop presentation preparation.

36.7 Marking Time

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

36.8 Workload for Laboratory Supervisors/Program Assistants

- (a) Laboratory Supervisors/Program Assistants working in traditional laboratory/shop environments, shall carry a maximum course load of two (2) courses, and a maximum of three (3) sections.
- (b) Article 36.3 above shall apply to the number of hours allotted.

ARTICLE 37 - TERM OF AGREEMENT**37.1 Duration**

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

37.2 Notice to Bargain

- (a) This Agreement may be opened for collective bargaining by either Party giving written notice to the other Party on or after February 28, 2002, but in any event not later than midnight May 31, 2002.
- (b) Where no notice is given by either Party prior to May 31, 2002, both Parties shall be deemed to have been given notice under this Section on May 31, 2002 and thereupon Section 37.3 of this Article applies.
- (c) All notices on behalf of the Union shall be given by the President or designate of the Union and similar notices on behalf of the Employer shall be given by the Chairman or designate of the University College Board.

37.3 Commencement of Bargaining

Where a Party to this Agreement has given notice under Section 37.2 of this Article, the Parties shall, within fourteen (14) days after the notice was given, commence collective bargaining.

37.4 Changes in Agreement

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

37.5 Agreement to Continue in Force

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

37.6 Effective Date of Agreement

Except where otherwise specified the provisions of this Agreement shall be in effect from April 1, 1998.

37.7 Reference to Labour Code

The operation of Section 50 (2) and (3) of the Labour Code of British Columbia is specifically excluded.

ARTICLE 38 - EARLY RETIREMENT INCENTIVE

(a) The Employer may make a written offer of an early retirement incentive to regular employees who are age fifty-five (55) or over and have a minimum of ten (10) years' contributory pensionable service with the Municipal or University College 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 counseling 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 Years 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 39 - SEARCH FOR ADMINISTRATORS

Whenever a vacancy arises for the following positions: University College President, Vice-Presidents, or Deans, the Bargaining Unit Chair shall have the right to appoint two (2) regular members to any Committee established by the Employer to fill the position. This does not apply to acting or temporary administrative appointments of six (6) months or less or lateral re-assignment of administrative personnel.

Representatives of the Union will suffer no loss of seniority or remuneration otherwise payable by the University College when meetings are held during work hours.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

George Heyman
President

Liz McKinlay
Executive Director

Wendy Parry
Bargaining Committee Chairperson

Derek Francis
Vice-President, Educational Services

Murray McDonald
Bargaining Committee Member

Linda Hewitt
Manager, Employee Relations

Lori Scanlan,
Bargaining Committee Member

Dan Brown
Manager, Maintenance & Operations -
Facilities

Donna Haider,
Bargaining Committee Member

Barbara Offen
Coordinated Bargaining Representative

Signed this _____ day of _____, 20 ____.

APPENDIX A
Wages

| Level | | A | B | C | D | E |
|-----------|----------|-----------|-----------|-----------|-----------|-----------|
| 1 | Hourly | 15.67 | 15.94 | 16.27 | 16.60 | 16.95 |
| | Biweekly | 1,096.90 | 1,115.80 | 1,138.90 | 1,162.00 | 1,186.50 |
| | Annual | 28,519.40 | 29,010.80 | 29,611.40 | 30,212.00 | 30,849.00 |
| 2 | Hourly | 15.94 | 16.27 | 16.60 | 16.95 | 17.45 |
| | Biweekly | 1,115.80 | 1,138.90 | 1,162.00 | 1,186.50 | 1,221.50 |
| | Annual | 29,010.80 | 29,611.40 | 30,212.00 | 30,849.00 | 31,759.00 |
| 3 | Hourly | 16.27 | 16.60 | 16.95 | 17.45 | 17.95 |
| | Biweekly | 1,138.90 | 1,162.00 | 1,186.50 | 1,221.50 | 1,256.50 |
| | Annual | 29,611.40 | 30,212.00 | 30,849.00 | 31,759.00 | 32,669.00 |
| 4 | Hourly | 16.60 | 16.95 | 17.45 | 17.95 | 18.48 |
| | Biweekly | 1,162.00 | 1,186.50 | 1,221.50 | 1,256.50 | 1,293.60 |
| | Annual | 30,212.00 | 30,849.00 | 31,759.00 | 32,669.00 | 33,633.60 |
| 5 | Hourly | 16.95 | 17.45 | 17.95 | 18.48 | 19.01 |
| | Biweekly | 1,186.50 | 1,221.50 | 1,256.50 | 1,293.60 | 1,330.70 |
| | Annual | 30,849.00 | 31,759.00 | 32,669.00 | 33,633.60 | 34,598.20 |
| 6 | Hourly | 17.45 | 17.95 | 18.48 | 19.01 | 19.56 |
| | Biweekly | 1,221.50 | 1,256.50 | 1,293.60 | 1,330.70 | 1,369.20 |
| | Annual | 31,759.00 | 32,669.00 | 33,633.60 | 34,598.20 | 35,599.20 |
| 7 | Hourly | 17.95 | 18.48 | 19.01 | 19.56 | 20.13 |
| | Biweekly | 1,256.50 | 1,293.60 | 1,330.70 | 1,369.20 | 1,409.10 |
| | Annual | 32,669.00 | 33,633.60 | 34,598.20 | 35,599.20 | 36,636.60 |
| 8 | Hourly | 18.48 | 19.01 | 19.56 | 20.13 | 20.72 |
| | Biweekly | 1,293.60 | 1,330.70 | 1,369.20 | 1,409.10 | 1,450.40 |
| | Annual | 33,633.60 | 34,598.20 | 35,599.20 | 36,636.60 | 37,710.40 |
| 9 | Hourly | 19.01 | 19.56 | 20.13 | 20.72 | 21.32 |
| | Biweekly | 1,330.70 | 1,369.20 | 1,409.10 | 1,450.40 | 1,492.40 |
| | Annual | 34,598.20 | 35,599.20 | 36,636.60 | 37,710.40 | 38,802.40 |
| 10 | Hourly | 19.56 | 20.13 | 20.72 | 21.32 | 21.93 |
| | Biweekly | 1,369.20 | 1,409.10 | 1,450.40 | 1,492.40 | 1,535.10 |
| | Annual | 35,599.20 | 36,636.60 | 37,710.40 | 38,802.40 | 39,912.60 |
| 11 | Hourly | 20.13 | 20.72 | 21.32 | 21.93 | 22.57 |
| | Biweekly | 1,409.10 | 1,450.40 | 1,492.40 | 1,535.10 | 1,579.90 |
| | Annual | 36,636.60 | 37,710.40 | 38,802.40 | 39,912.60 | 41,077.40 |
| 12 | Hourly | 20.72 | 21.32 | 21.93 | 22.57 | 23.23 |
| | Biweekly | 1,450.40 | 1,492.40 | 1,535.10 | 1,579.90 | 1,626.10 |
| | Annual | 37,710.40 | 38,802.40 | 39,912.60 | 41,077.40 | 42,278.60 |
| 13 | Hourly | 21.32 | 21.93 | 22.57 | 23.23 | 23.90 |
| | Biweekly | 1,492.40 | 1,535.10 | 1,579.90 | 1,626.10 | 1,673.00 |
| | Annual | 38,802.40 | 39,912.60 | 41,077.40 | 42,278.60 | 43,498.00 |
| 14 | Hourly | 21.93 | 22.57 | 23.23 | 23.90 | 24.59 |
| | Biweekly | 1,535.10 | 1,579.90 | 1,626.10 | 1,673.00 | 1,721.30 |
| | Annual | 39,912.60 | 41,077.40 | 42,278.60 | 43,498.00 | 44,753.80 |
| 15 | Hourly | 22.57 | 23.23 | 23.90 | 24.59 | 25.31 |
| | Biweekly | 1,579.90 | 1,626.10 | 1,673.00 | 1,721.30 | 1,771.70 |
| | Annual | 41,077.40 | 42,278.60 | 43,498.00 | 44,753.80 | 46,064.20 |
| 16 | Hourly | 23.23 | 23.90 | 24.59 | 25.31 | 26.03 |
| | Biweekly | 1,626.10 | 1,673.00 | 1,721.30 | 1,771.70 | 1,822.10 |
| | Annual | 42,278.60 | 43,498.00 | 44,753.80 | 46,064.20 | 47,374.60 |
| 20 | Hourly | 25.25 | 26.05 | 26.93 | 27.80 | 28.65 |
| | Biweekly | 1,767.50 | 1,823.50 | 1,885.10 | 1,946.00 | 2,005.50 |
| | Annual | 45,955.00 | 47,411.00 | 49,012.60 | 50,596.00 | 52,143.00 |

APPENDIX B
BCGEU Positions And Respective Pay Levels
Resulting From Joint Job Evaluation

TO BE SUPPLIED AT A LATER DATE.

LETTER OF UNDERSTANDING #1
Management Exclusions

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

1. University College President
2. Vice-President(s)/Bursar
3. Deans
4. Directors
5. Campus Principals
6. Planning Officer
7. Assistant Bursar
8. Comptroller
9. Personnel Manager
10. Personnel Officer
11. Public Information Officer
12. Manager, Bookstore
13. Manager, Facilities
14. Campus Supervisor
15. Executive Assistant and Secretary to President
16. Secretaries to Vice-Presidents, Education
Secretary to Vice-President, Administration
Secretary to Director, Human Resources
Secretary to Vice-President, Educational & Organizational Support
Secretary to Director of Marketing
17. Senior Personnel Clerk
18. Manager, Admissions
19. Purchasing Manager
20. Manager, Systems and Computing
21. Educational Consultant
22. CE Program Manager
23. Development Officer
24. Personnel Assistant
25. Horticulture Manager
26. Manager, Customized Training
27. Manager, International Programs

The Parties have agreed the Horticulture Manager, Manager, Customized Training and Manager, International Programs are listed in the Letter of Understanding #1 on a without prejudice basis until such time as the matter of inclusion or exclusion in the Bargaining Unit is resolved.

LETTER OF UNDERSTANDING #2
Co-Op Ed Student Training Program Placement

The Parties recognize the advantages in assisting students in obtaining practical work experience as part of cooperative education. In recognition, this Agreement will establish the salary rate and working conditions for Co-op Ed students hired to work at the University College.

1. This Agreement will apply to students registered in a recognized Cooperative Education Program at a participating post-secondary institution.
2. A Co-op Ed Student Training Committee composed of one (1) appointee from the Union and one (1) from the University College will review the applications for placing Co-op Ed students, and 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-op Ed Student shall be paid:

- (a) Base Rate - \$7.60
With one (1) year of post secondary education - \$8.24
With a post-secondary degree or diploma - \$9.24
 - (b) Health and Welfare - \$.50 per hour
 - (c) Vacation at 4% of regular earnings.
3. The Parties agree that Co-op Ed 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-op Ed 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-op Ed student will be hired when regular employees are on layoff who have the qualifications and experience to perform the work. Auxiliary employees will not be displaced by the University College (or fail to be recalled by the University College as per Article 35.4) as a result of the employment of Co-op Ed students.
5. The standard hours of work for Co-op Ed 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-op Ed 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 University College wide per semester with the maximum duration of any one (1) placement or work experience not exceeding four (4) months.

LETTER OF UNDERSTANDING #3
Student Assistants

1. The University College will develop job descriptions for each type of student assistant position. In no event, will the job description contain more than twenty-five percent (25%) of the principal duties of a bargaining unit classification.

The Bargaining Unit Chair or designate will review and approve all job descriptions prior to posting.

2. Student Assistants will be instructed to work within the job description duties.
3. Student Assistants will be required to wear identification tags that clearly identify their status as Student Assistants.
4. The Student Assistant to Support Staff ratio will be maintained at the 1993 level.
5. Student Assistants will be hired and paid in accordance with Policy G17 and will be covered by all provisions of the Employment Standards Act.
6. The University College agrees that Student Assistants will not be used in place of, or to displace any regular or auxiliary employees in the bargaining unit.
7. Any disputes arising from this Letter of Understanding will be referred to Labour/Management Relations Committee. Failing resolution, the matter may be referred to the grievance procedure within fifteen (15) days.

LETTER OF UNDERSTANDING #3A
Review of Student Work

Both Parties recognize the need to review the use of student workers. During the term of this Agreement, the Joint Labour/Management Relations Committee will be charged with developing a Letter of Understanding to establish a mutually agreed-upon process and procedure to be used prior to the hiring of student workers. This review process will include students hired by KUC as Student Assistants and students hired under youth employment and work study programs.

LETTER OF UNDERSTANDING #4

Job Sharing

This Letter of Understanding is from the date of signing through the life of the Collective Agreement renewed April 1, 1993. The total number of job sharing arrangements shall not exceed six (6) at any one (1) time.

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

1. Job Sharing Criteria

Job sharing proposals may be considered where one (1) of the partners proposing the job sharing arrangement already occupies the regular full-time position under consideration and has completed two (2) years of satisfactory service. The second partner must have completed two (2) years of satisfactory service, must be at the same classification level or higher than the proposed job share position, must currently occupy a regular position, and must be qualified to perform the duties of the position without additional training. Both partners must be performing their current jobs satisfactorily.

2. Job Sharing Proposals

Job sharing proposals must include the following details:

- a written statement signed by both partners requesting part-time employment in order to job share as outlines in the proposal;
- information on the qualifications and experience of the proposed partner (the one not currently holding the proposed shared position);
- a copy of the partner's most recent performance appraisal;
- a description of how job duties and responsibilities may be shared;
- details on what arrangements the partners will make to share necessary information with each other, with clients, with colleagues and with the supervisor;
- a proposal of how workload priorities will be determined by the partners on an on-going basis;
- preferred start date;
- preferred work schedule.

3. Procedures for Approval of Job-Sharing

Requests for job sharing arrangements will be forwarded to the appropriate excluded supervisor, with a copy to Human Resources and the Union (BCGEU Staff Representative and Chairperson). The job sharing proposal will be reviewed by the excluded supervisor responsible and the supervisor's decision will be sent to Human Resources and the Union. Approval of the job sharing proposal 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. If approved, the job share will be confirmed in writing by appointing the job sharing partners as regular part-time employees. 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.

4. Terms and Conditions

No job sharing arrangement will result in increased cost to the University College. Benefits, wage increments, seniority, vacations and statutory holidays for job sharing partners will be paid on a pro-rata basis (i.e., proportional to their hours worked and in accordance with the terms of the policies with the benefit carriers.) and shall not be less than fourteen (14) hours per week. This is the sole exception to Article 2.4 regarding minimum twenty (20) hours per week for regular status.

The total hours per week to be shared between the partners will be thirty-five (35) and each job sharing arrangement will be for a minimum period of one (1) year, except in the case of expiry of this Letter of Understanding.

5. Procedures for Termination of Job Sharing

(a) Either partner or the University College due to bona fide operational reasons, may upon thirty (30) days' notice, terminate the job sharing arrangement. Notification of termination will be given to Human Resources and the BCGEU Staff Representative and Chairperson. The most senior employee, subject to satisfactory performance, will be offered the full-time position; the onus will be on the junior employee to find alternate employment. If the most senior employee turns down 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 position. Should he or she turn it down, the onus is on that employee to seek alternate employment. The position will revert to full-time regular status and be posted in accordance with the Collective Agreement.

(b) Where one (1) of the partners is resigning, the other partner subject to satisfactory performance will be offered the position on a full-time basis. (Note: Partners in a job share arrangement must give the University College four (4) weeks' written notice of resignation). If the remaining partner turns it down, he/she would revert to full-time and would have sixty (60) days to propose and finalize another job share arrangement. The onus is on the employee to seek alternative employment if he/she no longer wishes to job share, 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 the Collective Agreement.

(c) At the end of the trial period, any outstanding job sharing arrangement will be terminated according to the aforementioned termination procedures unless a further agreement between the University College and the BCGEU is reached to continue the arrangements.

(d) Both Parties agree that decisions to terminate a job sharing arrangement are not grievable.

6. Leaves of Absence

Nothing precludes the University College from granting a leave of absence for situations in which it is deemed appropriate to grant a leave of absence. Such situations may include, but are not limited to legitimate health-related circumstances, part-time educational leaves, short-term requests and short-term emergency situations.

Any existing arrangements whereby a limited or unlimited leave of absence has been previously granted, will not be affected by this Agreement.

LETTER OF UNDERSTANDING #5
Employment Equity

The Parties agree that a joint committee will be struck to review possible employment equity initiatives and to make recommendations relative to such initiatives.

The Committee will be a college-wide committee consisting of equal representation of Staff (BCGEU), Faculty and Administration.

Employment equity initiatives will target the four designated groups defined by the Employment Equity Act (Canada): women; aboriginal peoples; persons with disabilities; and persons who are a visible minority in Canada.

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

LETTER OF UNDERSTANDING #6
Article 36 - Lab/Shop Hours

The Parties agree that one (1) Union representative and one (1) Employer representative will gather and review information on working conditions/arrangements which may include but are not limited to preparation time, student contact hours, and which positions in the bargaining unit are included in Article 36. The recommendations of this Committee will be forwarded to the Labour/Management Relations Committee by October 31, 2000. The Labour/Management Relations Committee will amend the language in Article 36 once approved by both Union and Employer.

LETTER OF UNDERSTANDING #7
Guidelines on Modified Workweek and Flexible Schedules

The Parties agree that one (1) representative and one (1) Employer representative will work on guidelines for modified workweek and flexible schedules, with a goal of June 30, 2000 for completion.

LETTER OF UNDERSTANDING #8

To recognize the recruitment and retention issues that arise due to the market value placed on the following positions: Network Administrators, Application Programmer Analyst, Senior Network Administrator, Business Analyst, Network Analyst and Senior Systems Analyst the Employer will pay to employees performing the duties, a market value stipend.

| <u>Title</u> | <u>Stipend (Annual)</u> |
|---|--------------------------------|
| <u>Network Administrators</u> | <u>\$ 7,000</u> |
| <u>Application Programmer Analyst</u> | <u>10,000</u> |
| <u>Senior Network Administrator</u> | <u>12,000</u> |
| <u>Network Analyst Senior Systems Analyst</u> | <u>14,000</u> |

Upon expiry of the Collective Agreement, Kwantlen University College and the BCGEU shall review the arrangement to determine if the market value stipend is still required. In the event a stipend is no longer required, incumbents to these positions will continue to receive the stipend and be "grandfathered".

In the event similar new positions are created in the Information, Education and Technology Department where similar market concerns are identified, consultation with the Union would occur prior to the position being posted.

LETTER OF UNDERSTANDING #9
Evaluation Reports

The Parties agree that Labour/Management Committee will review the support staff evaluation report process and procedures (including the form used).

LETTER OF UNDERSTANDING #10
Information and Educational Technology (Policy D1)

The Parties agree to discuss issues regarding Policy D1 at the Labour/Management Relations Committee.

The University College agrees to run two (2) educational sessions focused on this policy for support staff members.

MEMORANDUM OF UNDERSTANDING
Re: Pay Equity/Job Evaluation Program

1. Purpose

- 1.1 To outline the points of agreement respecting the Pay Equity/Job Evaluation process that the Parties agree to in principle to implement the Pay Equity/Job Evaluation Plan.

2. Parameters of Agreement

- 2.1 The Parties agree that the Pay Equity Plan developed by the Province of British Columbia and the B.C. Government and Service Employees' Union is the Plan agreed to for Pay Equity/Job Evaluation for Kwantlen University College. The Plan will be modified to reflect Kwantlen University College benchmark positions and example guides.
- 2.2 There will be 16 Job Classification Levels and the rating point bands will be in 50-point increments. The point bands at Job Classification 1 will have a point scale range of 0 to 225 points; Job Classification 2 will have a point scale range of 226 to 275 points, and the remaining point bands will progress upwards by increments of 50 points. The full band scale will be as per Attachment #1.
- 2.3 There will be a 16-level, 5-step salary scale with Step E of Level 1 being \$29,959 per annum and progressing upwards by two point nine percent (2.9%) increments. The spread between steps will be as per Appendix A.
- 2.4 The new salary scale will be incorporated into the new Collective Agreement together with a schedule of all job titles in each Job Classification, listed by Job Classification in alphabetical order.
- 2.5 This Memorandum is supplemental to Article 31 of the Collective Agreement.

3. Job Evaluation and Salary Administration

- 3.1 A "*Joint Job Evaluation Plan Manual for Gender-Neutral Job Description and Salary/Wage Administration*" has been discussed and agreed to between the Parties. The six (6) Articles of this Manual explain the arrangements and process in place for describing, classifying and maintaining job descriptions and classifications.
- 3.2 The Manual also contains the thirteen (13) Factors used in the Plan and appropriate instructions and guides for the Parties to use in the joint administration of the Plan.
- 3.3 The Manual will be in separate booklet and considered as an appendix to the Collective Agreement.
- 3.4 The Expedited Classification Appeal Process as per Attachment #2 will be used to expedite proceedings under 3.1 and 3.2 above.

4. Collective Agreement

- 4.1 The Parties agree to review the contract language and delete outdated language related to Job Evaluation and incorporate language to facilitate the new Plan. Included in this language will be a Classification Appeal Process compatible with the new Plan.

Attachment #1

POINT-BAND SALARY SCALE

| Job Classification | Points | Salary Step E |
|-------------------------------|---------------|----------------------|
| 1 | 0 - 225 | \$29,959.00 |
| 2 | 226 - 275 | 30,827.81 |
| 3 | 276 - 325 | 31,721.82 |
| 4 | 326 - 375 | 32,641.75 |
| 5 | 376 - 425 | 33,588.36 |
| 6 | 426 - 475 | 34,562.42 |
| 7 | 476 - 525 | 35,564.73 |
| 8 | 526 - 575 | 36,596.11 |
| 9 | 576 - 625 | 37,657.40 |
| 10 | 626 - 675 | 38,749.46 |
| 11 | 676 - 725 | 39,873.20 |
| 12 | 726 - 775 | 41,029.52 |
| 13 | 776 - 825 | 42,219.38 |
| 14 | 826 - 875 | 43,443.74 |
| 15 | 876 - 925 | 44,703.61 |
| 16 | 926 - | 46,000.01 |

Attachment #2**EXPEDITED CLASSIFICATION APPEAL PROCESS**

Employee or supervisor must identify a substantive change or changes in the duties of the position or missing duties of the position. They will submit, in writing to the Committee, those changes or missing duties.

The Joint Committee will review the employee or supervisor submission and any other pertinent data and make comparisons using the Job Evaluation Plan. If the employee or supervisor has not demonstrated a substantive change in the duties of the position or missing duties, the Committee will reply that it either needs more information to consider or the Committee will turn the appeal down, in writing.

If the employee can demonstrate a substantive change or missing duties and the Committee can reach mutual agreement on the changes to the job description and rating, then the revision becomes an agreed-to position and will be forwarded to the employee in writing.

If the Committee is unable to reach mutual agreement, a referee will be appointed from the Union and a referee will be appointed from the Employer to resolve the dispute. If the referees reach agreement, their decision is binding on the Parties. The decision will be communicated to the Committee who will inform the employee in writing and make necessary changes.

In the event the referees are unable to reach agreement, the matter will be placed before an arbitrator who is skilled in classification matters. The process for the arbitration shall be as follows:

1. Written submissions to the arbitrator may be presented if mutually agreed by the Parties. The submissions will identify factors in dispute and present arguments in favour of the position advocated. The Parties will have an opportunity to rebut the arguments of the other side.
2. Oral presentation will follow the same format with the following provisions:
 - (a) The proceeding will take no more than three (3) hours.
 - (b) Swearing-in of witnesses may take place if the arbitrator deems it necessary.
 - (c) There will be no more than one (1) person attending with the Union representative and one (1) person with the Employer representative.
 - (d) Council for employee will be a Staff Representative from the Union. Council for the Employer will be a representative from Human Resources. There will be no outside representation.

Timelines:

1. The Committee will jointly meet monthly to review any matters raised by employees or managers.

2. Within thirty (30) days of an issue being referred to the referees, they will meet and come to a conclusion on the disposition of the issue.
3. If the referees refer the matter to arbitration, the arbitrator convenes a hearing with the Parties within thirty (30) days.
4. The arbitrator will give a binding decision within fourteen (14) days of the hearing. It will include a short written decision summarizing the reasons for the decision.
5. Timelines may be extended by mutual agreement.

The Parties, referees and arbitrator shall at all times bear in mind that costs of these expedited proceedings are important and should be kept to the minimum which will allow equity to be preserved.

**SIGNED ON BEHALF OF
THE UNION:**

**SIGNED ON BEHALF OF
THE EMPLOYER:**

George Heyman
President

Liz McKinlay
Executive Director

Wendy Parry
Bargaining Committee Chairperson

Derek Francis,
Vice-President, Educational Services

Murray McDonald
Bargaining Committee Member

Linda Hewitt
Manager, Employee Relations

Lori Scanlan
Bargaining Committee Member

Dan Brown
Manager, Maintenance & Operations -
Facilities

Donna Haider
Bargaining Committee Member

Barbara Offen
Coordinated Bargaining Representative

Signed this _____ day of _____, 20 ____.

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