

SOURCE	Union		
EFF.	95	06	24
TERM.	96	06	21
No. OF EMPLOYEES	800		
NOMBRE D'EMPLOYÉS	511		

AGREEMENT

between

RED RIVER COMMUNITY COLLEGE

and

**THE MANITOBA GOVERNMENT
EMPLOYEES' UNION**

1995 - 1996

010203(01)

**RED RIVER COMMUNITY COLLEGE EMPLOYEES'
1995-96 COLLECTIVE AGREEMENT**

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THIS AGREEMENT made this 23rd day of November A.D., 1995.

BETWEEN

RED RIVER COMMUNITY COLLEGE, (hereinafter referred to as the "Employer"),

OF THE FIRST PART

- and -

THE MANITOBA GOVERNMENT EMPLOYEES' UNION, (hereinafter referred to as the "Union"),

OF THE SECOND PART .

WITNESSETH: That for the purpose of promoting co-operation and understanding between the College and its employees affected hereby, and to recognize the mutual value of joint discussions and negotiations with respect to compensation for employees, including the establishment of pay ranges for new classes of employees and the adjustment from time to time of pay ranges for existing classes of employees and working conditions of employees, the parties hereto agree as follows:

INTERPRETATION

- 1:01** Wherever the singular and the masculine are used in this Agreement, the same shall be construed as meaning the plural, or the feminine or the neuter where the context so admits or requires and the converse shall hold as applicable.
- 1:02** In this Agreement, unless the context otherwise requires, the expression:
- a) **"Agreement"** means this collective Agreement;
 - b) **"authorized overtime"** shall mean overtime authorized by the Employer and where the term "overtime" is used in this Agreement, it shall mean "authorized overtime";
 - c) **"casual employee"** means an employee who normally works less than the full normal daily, weekly or monthly hours of work, as the case may be, and whose work is irregular, or non-recurring or does not follow an ongoing predetermined schedule of work on a regular and recurring basis;

- d) "**class**" or "**classification of position**" means a group of positions involving duties and responsibilities so similar that the same or like qualifications may reasonably be required for, and the same schedule or grade of pay can be reasonably applied to, all positions in the group;
- e) "**continuous service**" or "**continuous employment**" means consecutive and contiguous days, weeks, months and/or years of employment with the Employer where there has been no break in service involving termination of the employee. In the calculation of continuous service, any approved leave of absence with pay shall not affect continuous service and any authorized leave of absence without pay or a temporary lay-off, while not considered a break in service, shall not be counted in the total continuous service. (Example: ten (10) years consecutive and contiguous service with six (6) months leave of absence without pay or six (6) months lay-off = nine and one-half (9 1/2) years continuous service);
- f) "**dismissal**" means the removal of an employee for disciplinary reasons from employment for just cause;
- g) "**employee**" means a person employed in a position in the bargaining unit in accordance with Article 4;
- h) "**increment**" means the amount per annum provided **as** a rate of increase in the applicable salary payable to any eligible employee which, unless the context of the relevant approved pay range otherwise clearly indicates, may be granted annually on the applicable anniversary dates;
- i) "**lay-off**" means to temporarily remove from a position of employment subject to the employee retaining such rights **as** set out under this Agreement;
- j) "**part-time employee**" means an employee who normally works less than the full normal daily, weekly or monthly hours, **as** the case may be, and whose **work** follows an ongoing, predetermined schedule of work on a regular and recurring basis;
- k) "**position**" means a position of employment with the Employer **as** provided in Article 4;
- l) "**promotion**" means a change of employment from one position to another having a higher maximum salary;

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- m) "**regular employee**" means an employee who carries out and occupies a continuing function with the Employer and who has all the rights and privileges of permanent status;

DURATION OF AGREEMENT

- 2:01 **This** Agreement shall become effective from and including the twenty-fourth (24th) day of June, 1995 and shall continue in effect up to and including the twenty-first (21st) day of June, 1996 and shall remain in force and effect from year to year thereafter unless written notice to negotiate a renewal, or revision and renewal is given by either party at least forty-five (45) days prior to but not more than one hundred and eighty (180) days prior to the expiry date hereof. During the period required to negotiate a renewal, or revision and renewal of this Agreement, this Agreement shall remain in full force and effect without change.
- 2:02 Where notice for revision of this Agreement is given under Section :01, the party giving notice agrees to deliver to the other their written proposals for the revision of the Collective Agreement at least thirty (30) days prior to the expiry date of the Agreement. The parties shall, within twenty (20) working days following receipt of the specific proposals for revision to the Agreement, commence collective bargaining. These time limits may be changed by mutual agreement between the parties hereto.
- 2:03 All additions, deletions, amendments, and/or revisions from the previous Agreement to this Agreement shall be effective the date of signing of this Collective Agreement unless otherwise specified.

AMENDMENT TO THE SALARY SCHEDULE

- 3:01 During the term of this Agreement, amendments to the Salary Schedule resulting from the introduction of a new classification, or amendments to Appendix "A" of the Agreement in respect of exclusions from the terms of this Agreement shall be determined through negotiation between the parties hereto.
- 3:02 If it is necessary for the purpose of recruitment or retention to effect an upward adjustment to the pay range of an established classification, the Employer shall consult with the Union and may amend the Salary Schedule to give effect to the required change. In no case shall such pay range be less than that already existing for the classification.



APPLICATION OF AGREEMENT

- 4:01 The Employer recognizes the Manitoba Government Employees' Union as the sole and exclusive bargaining agent for all employees of the Employer save and except:
- a) those employees employed in positions listed in the Appendix on Exclusions attached to and forming part of this Agreement;
 - b) casual employees;
 - c) evening instructors and evening educational assistants employed by separate employment agreement in the College's continuing education division;
 - d) part-time employees who have less than 336 hours of accumulated service for employees in an 8 hour per day classification or less than 304.5 hours of accumulated service for employees in a 7.25 hours per day classification. Part-time employees who have accumulated the required hours as outlined herein shall be included in the Agreement effective the start of the bi-weekly pay period following such accumulation.

TERM

- 5:01 "**Term employee**" means an employee hired for a specific term of employment. The term of employment may be based on a specific period of time or the completion of a specific job or until the occurrence of a specified event.
- 5:02 Where the employment of a term employee terminates at the end of a specific term of employment, then:
- a) the Employer shall not be required to give any notice or payment in lieu thereof;
 - b) the employee shall not be required to give any notice of resignation.
- 5:03 Where a term employee is laid-off, then the following shall apply:
- a) if the lay-off is at the end of a specific term of employment, no notice of lay-off is required;
 - b) if the lay-off is prior to the end of a specific term of employment, an employee will receive written notice prior to the lay-off or granted payment in lieu thereof based on the following
 - i) four **(4)** weeks' notice to an employee with one (1) or more years of full time continuous service or
 - ii) two **(2)** weeks notice to an employee with less than one (1) year of full-time continuous service.
- 5:04 Where a term employee is employed in the same position performing the same function for a period of more than twenty-four **(24)** continuous months and where the need for the position is expected to continue, the Employer will convert the position and the employee to regular status.

5:05 An employee appointed to a term position shall be informed in writing **as** to the duration of the term. Failure to comply with the foregoing shall not in itself negate the employee's status **as** a term employee.

PART-TIME EMPLOYEES

6:01 The calculation of benefits for part-time employees covered by this Agreement will be **as** set out in Appendix "C" - Application of Benefits to Part-Time Employees.

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7:01 The parties hereto agree that there shall be no discrimination, harassment, coercion or interference exercised or practiced with respect to any employee by reason of age, sex, marital status, race, creed, colour, ethnic or national origin, political or religious affiliation or membership in the Union or activities in the Union.

MANAGEMENT RIGHTS

8:01 All the functions, rights, personnel pay practices, powers and authority which the Employer has not specifically abridged, delegated or modified by this Agreement are recognized by the Union **as** being retained by the Employer.

8:02 In administering this Agreement, the Employer shall act reasonably, fairly, in **good** faith, and in a manner consistent with the Agreement **as** a whole.

PAY

9:01 An employee, other than an employee paid on an hourly or daily basis who does not work every **working** day in a bi-weekly pay period and by reason thereof is not entitled to be paid an amount equal to a bi-weekly salary is entitled to be paid an amount equal to the daily **rate** of pay for the employee's position at his or **her** step multiplied by **a** number comprising the number of days actually worked in that period plus any leaves with pay in that period for which the employee is eligible. The daily rate of pay shall be calculated by multiplying the hourly rate of pay by the number of hours in a normal working day and rounding the result to the nearest cent. The bi-weekly salary shall be calculated by multiplying the hourly rate of pay by the normal number of hours in a bi-weekly pay period and rounding to the nearest cent.

9:02 Where an employee is promoted to another position, the employee shall be paid at a rate of pay set out for that position in the Salary Schedule that is, if possible, one full increment more than the rate of pay the employee was being paid in the employee's former position.

9:03 Where, in special cases, the application of the general rules for placing an employee on a step of a pay range works an injustice or does not make adequate provision, the Employer shall consult with the Union, and may make such provisions as may be necessary to maintain equity and parity among salaries of incumbents of such positions within the pay range of the classification. Such provisions may take the form of salary rate assignment of incumbents to a proper and equitable step of the pay range of the classification of the position or to such a step of the pay range of the incumbent in the event that the pay range of the incumbent is lower than the pay range of the classification of the position.

RETROACTIVE WAGES

- 10:01 a) Retroactive pay adjustments for the period between the expiration of the previous Agreement and the date of the signing of this Agreement shall apply to:
- i) employees who are in the employ of the Employer on the date of the signing of this Agreement;
 - ii) employees who have left the service during the above-mentioned period but who have retired in accordance with the provisions of The Civil Service Superannuation Act or who have died in service;
 - iii) employees who have left the service during the above-mentioned period by reason of being laid-off by the Employer;
 - iv) term employees terminated at the end of a specific term of employment or after the completion of the specific job for which they were employed.
- b) Upon written request to the Employer, within 60 (sixty) days of the date of the signing of this Agreement, retroactive pay adjustments for the period between the expiration of the previous Agreement and the date of the signing of this Agreement shall be made to employees who have voluntarily terminated their services (resigned).

RECRUITMENT AND APPOINTMENT

- 11:01 Unless in the opinion of the Employer it is in the public interest to appoint a person from outside of the College, preference for filling vacancies shall be as follows:
- a) promotion;
 - b) competition and transfer; and
 - c) appointment of a person on the College re-employment list.
- 11:02 The Selection of employees for vacant or new positions shall be on the basis of ability, prior work performance and seniority. Where ability and work performance are equal, seniority shall be the determining factor.
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- 11:03 An employee who is notified that he/she is **an** unsuccessful applicant for a position shall be supplied with the reasons for non-acceptance within ten (10) days of making a written request to Human Resources. Such a request shall be made within ten (10) days of receipt of the notification that he/she was an unsuccessful applicant.
- 11:04 Notwithstanding Section :01, first consideration for filling vacancies or new positions shall be given to persons on the College re-employment list.

MEDICAL FITNESS

- 12:01 The Employer may require an employee to have a psychiatric examination and/or a physical examination by a duly qualified medical practitioner acceptable to the Employer.
- 12:02 The cost of any examination referred to in Section :01 will be paid by the Employer.

PROBATION

- 13:01 Subject to Section :07, every person appointed to a position shall be on probation for a period of six **(6) months** or for such longer period as may be established by the Employer. Such period shall not exceed twelve (12) months in total. Where a period of probation in excess of six **(6) months** has been established, the employee shall be notified of the length of the probation period. The Employer has established a probation period of twelve **(12) months** for appointments to the following positions:
- a) Instructor **A, B, C, and ABE**
 - b) Curriculum Consultant
 - c) Chairperson
- 13:02 Where an employee's probation period has been established for a period of less than twelve (12) months the Employer, may extend the employee's probation period. Such extension when combined with the initial probation period shall not exceed twelve **(12) months** duration and the total shall be deemed to be the initial probation period.
- 13:03 An employee shall be notified in writing of any extension of the probation period under Section :02 prior to the expiry of the probation period. **A** meeting may be held with the employee to discuss the extension. The employee has the, option to have a representative present.
- 13:04 Where **an** employee's probation period has been established for a period of twelve **(12) months** no extension may be invoked by the Employer.

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- 13:05 An employee who is rejected during the initial probation period may grieve the rejection at Step 2 of the grievance procedure within fifteen (15) working days from the date the employee received notice of the rejection. The College President or designate shall hold a hearing to discuss the grievance with the employee and the employee's representative. The decision at Step 2 shall be final for such grievances.
- 13:06 Where an employee has been rejected during probation following a promotion, upon such rejection the Employer will relocate the employee to his or her former position or to a position comparable to the former position.
- 13:07 An employee shall not be required to serve a further probation period when:
- a) the employee is promoted without competition as a result of reclassification of the employee's position;
 - b) the employee initiates a transfer to a position in the same classification involving similar duties and responsibilities;
 - c) the employer initiates the transfer or demotion of an employee from one position to another for any reason.
- 13:08 The rejection of an employee on probation is not arbitrable.
- 13:09 An employee who is being rejected during the employee's probation period shall be provided with two (2) weeks' notice or payment in lieu thereof.
- 13:10 An employee who is temporarily appointed to another position on an acting basis is not considered to be on probation. If the employee is subsequently promoted to that position, the period during which the employee was in acting status does not count towards the employee's probation period.

CONDUCT OF EMPLOYEES

- 14:01 Each employee shall observe standards of behaviour consistent with the employee's function and role as a College employee and in compliance with the terms of this Agreement.
- 14:02 Where an employee is absent without leave for a period of two (2) weeks, the employee shall be considered to have abandoned her position and shall be deemed to have been terminated on the last day on which the employee was present at work and performed her regular duties.

PERFORMANCE APPRAISAL

15:01 Where a formal assessment of an employee's performance is made, the employee concerned shall be given an opportunity to sign the assessment form upon its completion to indicate that its contents have been read. Employees shall have the right to place their own comments on the form where such space is provided or to append their comments to the form where no space is provided. An employee shall, upon request, receive a copy of the assessment.

MERIT INCREASES

16:01 "Merit increase" means an increase in the rate of pay of an employee within the employee's pay range which may be granted on the employee's anniversary date in recognition of satisfactory service.

16:02 Subject to Section :03, the anniversary date of an employee is the first of the month which follows the date on which the employee is employed.

16:03 The anniversary date for an employee who as a result of promotion or transfer received an increase in rate of pay equivalent to two or more merit increases shall become the first day of the month that falls on or after the effective date of the promotion or transfer and the employee shall be eligible for his/her next merit increase twelve (12) months from the anniversary date established in accordance with this section.

16:04 Where the pay range for an employee's classification permits, an employee shall be eligible for a merit increase twelve (12) months from the employee's anniversary date established in accordance with this Article provided the employee has accumulated one thousand and eight (1008) regular hours of work during that twelve (12) month period. If an employee has not accumulated one thousand and eight (1008) regular hours during that twelve (12) month period and as a result has not received a merit increase, the employee is eligible for a merit increase at the employee's next subsequent anniversary date twelve (12) months hence provided the employee has accumulated one thousand and eight (1008) regular hours during the preceding twenty-four (24) month period. In a similar manner an employee who has not accumulated one thousand and eight (1008) regular hours over the preceding twenty-four (24) month, period is eligible for a merit increase at the employee's next anniversary date following the accumulation of one thousand and eight (1008) regular hours.

- 16:05 Where an employee has been on maternity leave and/or parental leave and as a result of such leave(s) fails to be eligible for a merit increase under Section :04, the employee will be eligible for a merit increase on the first of the month following the date on which the employee accumulates the necessary regular hours of work. The effective date of the increase shall be the first of the bi-weekly pay period which includes the first of the month.
- 16:06 Notwithstanding that an employee is appointed to a position at a salary rate higher than the minimum salary applicable to the position, the employee is eligible for a merit increase on the employee's anniversary date.
- 16:07 The effective date for an employee's merit increase shall be the first day of the bi-weekly pay period which includes the employee's anniversary date.
- 16:08 Where a merit increase is not granted to an employee on the employee's anniversary date:
- a) the employee shall be notified of the merit increase denial on or before the applicable anniversary date. The employee shall be provided in writing with the reasons the merit increase was denied;
 - b) the merit increase may be granted to the employee on any subsequent monthly anniversary date which is not less than three (3) months from the employee's anniversary date. The effective date for such a merit increase shall be the first day of the bi-weekly pay period which includes the subsequent monthly anniversary date referred to. No grievance may be initiated where a merit increase is not granted to an employee under this subsection;
 - c) the employee is eligible for a merit increase at the employee's next anniversary date notwithstanding that the employee was granted a merit increase under subsection (b).

DISCIPLINARY ACTION

- 17:01 An employee shall only be disciplined for just cause.
- 17:02 A hearing may be held with an employee prior to making a determination to suspend or dismiss an employee. The employee has the option to have a representative present,
- 17:03 Where a written report recommending disciplinary action is to be placed on an employee's file, the employee shall be given an opportunity to sign the report indicating he or she has read it. Upon signing the employee shall receive a copy of such a report.

- 17:04 Where disciplinary action has been taken the employee shall be advised in writing of the disciplinary action and the circumstances and actions which made the disciplinary action necessary. The employee shall sign a copy only to acknowledge its receipt and shall retain a copy.
- 17:05 An employee may grieve any disciplinary action according to the Grievance Procedure. Grievances concerning demotion, suspension or dismissal shall be initiated at Step 2 of the Grievance Procedure.
- 17:06 The person or board to whom a grievance is made may:
- a) uphold the disciplinary action; or
 - b) vary the disciplinary action; or
 - c) determine that no disciplinary action is warranted and remove any document pertaining to the disciplinary action from the employee's file(s).
- 17:07 No notice or payment in lieu thereof is required where an employee is dismissed.

RESIGNATION

- 18:01 An employee wishing to resign shall provide the Employer with a written notice of resignation which shall specify the last day upon which the employee will perform his or her regular duties.
- 18:02 The effective date of a resignation shall be the last day upon which an employee is present at work and performs his or her regular duties.
- 18:03 Subject to Sections :04, :05, and :06, where the last day on which an employee who has submitted a notice of resignation performs his or her regular duties precedes a Friday which, but for the fact that a holiday falls thereon would be a regular working day, the employee shall be deemed to have voluntarily terminated his or her service on that Friday and shall be eligible for holiday pay for that Friday.
- 18:04
- a) Subject to Section :06 employees shall give written notice of resignation at least two **(2)** weeks prior to the date on which the resignation is to be effective. Notice of resignation shorter than the required two **(2)** weeks may only be given with the approval of the Employer.
 - b) an Instructor who gives at least 4 weeks notice of resignation shall be included under Article 25:11 g).
- 18:05 An employee may, with the approval of the Director of Human Resources, withdraw the notice of resignation at any time before the resignation becomes effective.

18:06 Where the employment of an employee terminates at the end of a specific term of employment, or on the completion of a job for which the employee was specifically employed, no notice of resignation is required.

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CONTRACTING OUT

19:01 The Employer will give all reasonable consideration to the continued employment of employees who would become redundant because work is contracted out.

19:02 Where work is to be contracted out which would result in the redundancy of employees in the bargaining unit, then the following procedure shall apply:

- a) The Employer will provide the Union with one hundred and twenty (120) days' notice;
- b) During the notice period the Union and the Employer shall meet to facilitate potential retraining and/or re-deployment opportunities;

TECHNOLOGICAL CHANGE

20:01 The Employer and the Union recognize that technological change can offer significant improvements in the quality and quantity of College services.

20:02 For purposes of this Article, technological change means the introduction of equipment or material into College operations which is likely to affect the security of employment of regular employees who are employed on a full-time, year-round basis.

20:03 The Employer agrees that it will endeavour to introduce technological change in a manner which, **as much as** is practicable, will minimize the disruptive effects on services to the public and employees.

20:04 Where the Employer intends to introduce technological change, the following procedure will be followed:

- a) The Employer will provide the Union with one hundred and eighty (180) days' notice prior to the date the change is to be effective;
 - b) During this period, the parties will meet to discuss the steps to be taken to assist the employees who could be affected;
 - c) Where retraining **is** to be provided, it shall be provided during ~~the~~ employees' normal working hours where possible;
 - d) At the request of either party, an on-site technological change implementation committee shall be established at the work location(s) affected. The Committee will consist of two (2) worker representatives and two (2) management representatives. The role of the Committee will be to facilitate the implementation of the technological change in a manner consistent with this Article.
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20:05 The provisions of this Article are intended to assist employees affected by technological change and sections 83, 84 and 85 of The Labour Relations Act do not apply during the term of this Agreement.

CHANGE OF WORK HEADQUARTERS

21:01 Where, as a result of a reorganization an employee's work headquarters is moved from one city or town to another city or town requiring a change of residence by the employee, the employee shall be given notice of the move ninety (90) days in advance of the date upon which the move of the employee is to be effected. Such notice shall be provided in writing to the employee by the Employer.

21:02 Where an employee has accepted relocation involving a change in residence by the employee, the employee shall be reimbursed for expenses incurred due to the relocation in accordance with existing policy respecting "Expenses of Removal on Transfer".

21:03 Where such notice has been given to an employee and the employee is unable to relocate, every reasonable effort will be made to place the employee in another suitable position within the College.

21:04 Where an employee with one (1) or more years of continuous service is unable to relocate, the employee shall be subject to lay-off. If the employee has not been offered another suitable position within one (1) year from the date of lay-off the employee shall be permanently laid-off and shall be eligible for severance pay in accordance with Article 23 - Severance Pay.

21:05 For purposes of interpretation of this Article, where the term "suitable position" is used it means a position which the employee is reasonably qualified for and able to perform and which is in a location that would not require a change of residence by the employee.

LAY-OFF

22:01 Where by reason of a shortage of work or funds, or the abolition of a position or material changes in duties or organization, the Employer determines that a lay-off(s) is necessary, the Employer shall determine the classification(s) from which the lay-off(s) are to take place.

22:02 Subject to this Article, the Employer shall determine the group of employees concerned within each classification from which employees are to be laid-off.

22:03 The group of employees concerned shall then be divided, where applicable, into three (3) subgroups as follows:
Subgroup (1) - term employees with two (2) or more years of continuous service;
Subgroup (2) - regular employees with less than four (4) years of continuous service;
Subgroup (3) - regular employees with four (4) or more years of continuous service.

22:04 Within the group of employees concerned, lay-offs shall take place in ascending subgroup order. In determining the order of lay-off within a subgroup, seniority shall be the determining factor provided the qualifications of the employees are relatively equal. This section is subject to the requirement that the employees who are retained must have the qualifications and ability to perform the duties which the remaining employees will be required to perform.

22:05 **Procedure "A" - Within Classification**

- a) An employee in subgroup (3) shall not be laid-off while there are employees in subgroups (1) and (2) in the same classification. This provision is subject to the employee having the qualifications and ability to perform the duties which the remaining employees will be required to perform.
- b) Subject to this Article, where there are no employees in subgroups (1) and (2) within the same classification, employees in subgroup (3) may be laid-off. In this case, the group of employees concerned shall be all employees in the same classification.

22:06 **Procedure "B" - Within Classification Series**

- a) Notwithstanding Section :05 b), where an employee in subgroup 3 cannot be retained within his/her classification, the group of employees concerned shall be within the same classification series. The group of employees concerned shall include the affected employee and employees in subgroups 1, 2 and 3 in the same classification series in a classification with the same or lower maximum salary in relation to the maximum salary of the classification of the affected employee. For purposes of administering this Section only, all classifications within the Instructor classification series shall be deemed to have the same maximum salary.
- b) An employee in subgroup (3) shall not be laid-off while there are employees in subgroups (1) and (2) in the group of employees concerned within the same classification series. This provision is subject to the employee having the qualifications and ability to perform the duties which the remaining employees will be required to perform.

- c) Subject to this Article, where there are no employees in subgroups (1) and (2) within the same classification series in a classification that has the same or lower maximum salary in relation to the maximum salary of the classification of the affected employee, employees in subgroup (3) may be laid off.

22:07 **Procedure "C" - Within all Classifications**

- a) Notwithstanding Section :06 c), where an employee in subgroup 3 cannot be retained within his/her classification series, the group of employees concerned shall include the affected employee and employees in subgroups 1 and 2 within all classifications with the same or lower maximum salary in relation to the maximum salary of the classification of the affected employee.
- b) An employee in subgroup (3) shall not be laid-off while there are employees in subgroups (1) and (2) in the group of employees concerned. This provision is subject to the employee having the qualifications and ability to perform the duties which the remaining employees will be required to perform.
- c) Subject to this Article, where there are no employees in subgroups 1 and 2 in a classification that has the same or lower maximum salary in relation to the maximum salary of the classification of the affected employee, the affected employee may be laid off.

22:08 Where the lay-off(s) of employee(s) in subgroup (3) is necessary, the Employer shall provide the Union with written notice not less than forty (40) days prior to the date of lay-off(s). The parties shall then meet to discuss the steps to be taken to assist the employees affected.

22:09 Except where specifically provided, this Article does not apply to the lay-off of:

- a) term employees at the end of a specific term of employment;
- b) term employees with less than two (2) years of continuous service.

22:10 Where the Employer is laying off an employee, notice of lay-off or pay in lieu thereof will be given in accordance with the following:

- a) Where a term employee is being laid-off at the end of a specific term of employment or after completion of a job for which the employee was specifically employed, no notice of lay-off is required.
- b) Four weeks' notice will be provided to
 - i) regular employees;
 - ii) term employees with one (1) or more years of continuous service.
- c) Two weeks' notice will be provided to term employees with less than one (1) year of continuous service.

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- 22:11 The Union will be provided a copy of lay-off notices issued to:
- a) regular employees;
 - b) term employees with two (2) or more years of continuous service.
- 22:12 For purposes of this Article, "regular employee(s)" refers to full-time and part-time employee(s) and "term employee(s)" refers to full-time and part-time employee(s).
- 22:13 Term employees with less than two (2) years of continuous service shall be considered for lay-off prior to the lay-off of employees in Subgroup (1), (2) or (3).
- 22:14 Where employees have been laid-off, the Employer shall not use casual employees to do the work of the laid-off employees except:
- a) where the laid-off employees are not available for work; or
 - b) in emergency situations.
- 22:15 Where an employee, including a term employee, alleges that his or her lay-off has not been in accordance with this Agreement, the Grievance Procedure set forth in this Agreement shall apply except that the grievance shall be initiated at the second step of the procedure.
- 22:16 For purposes of this Article, "qualifications" refers to education, knowledge, training, skills, experience, aptitude, and competence. "Ability" refers to mental, and physical capability. The Employer, in making a decision with respect to determining which employees are to be retained and which employees are to be laid-off, shall determine qualifications, and the ability of employees to perform the duties which the remaining employees will be required to perform, in a fair, reasonable, and non-discriminatory manner. The onus of proof rests with the Employer in any dispute over the application of qualifications, and ability to perform the duties which the remaining employees will be required to perform.
- 22:17 Where the temporary lay-off of an employee in subgroup (3) is necessary, Sections :05 to :08 inclusive do not apply. For purposes of this Section a temporary lay-off is defined as less than three (3) months duration. Employees shall return to their positions upon expiry of such lay-off. This section applies only to situations identified in separate Memoranda of Agreement between the parties.
- 22:18 Employees who are laid-off shall be placed on a re-employment list for a period of twelve (12) months from the effective date of the lay-off.
- 22:19 The Employer shall maintain a re-employment list for all employees covered by this Article who are laid-off on other than a temporary basis. A copy will be provided to the Union on request.

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- 22:20 Employees who are placed on a re-employment list shall be called back to their positions in reverse order of lay-off in the classification from which the employee was laid-off.
- 22:21 An employee who is on the re-employment list must:
- a) report any change **of** address to Human Resources without delay;
 - b) if called back, respond to the call-back within seven **(7)** days of receipt of notification of call-back. Notice of recall shall be made by registered mail to the last known address filed by the employee;
 - c) return to work within fourteen **(14)** days of receipt of notification of call-back or such other date **as** may be agreed upon between the employee and the Employer;
 - d) except for good and sufficient reasons, accept a call-back in accordance with this Section or be deemed to have resigned.
- 22:22 A term employee who has been employed in the same position for one **(1)** or more years of continuous service and who is laid off or whose term expires shall be placed on an employment availability list by the Employer for a period of one **(1)** year. During this period, the employee shall be considered for re-employment to the position if it is to be refilled.
- 22:23 Employees on a re-employment list may be offered re-employment to other positions.
- 22:24 An employee who accepts another position may be placed on a trial period of not more than six **(6)** months duration. An employee who is found to be unsuitable during this trial period will be returned to the appropriate re-employment list for the greater of **six (6)** months or the remainder of the employee's twelve **(12)** month period on the re-employment list. An employee found to be unsuitable may grieve the decision commencing at Step 2 of the Grievance Procedure.
- 22:25 If a regular employee accepts a term position **as** a result of re-employment, the employee's status **as** a regular employee shall be maintained. On the expiry of the term, the employee will be permanently laid-off, or remain on the re-employment list for the remainder of the twelve **(12)** month period if applicable.

SEVERANCE PAY

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23:01 Employees with nine (9) or more years of continuous employment whose services are terminated **as** a result of retirement in accordance with the provisions of The Civil Service Superannuation Act, or death, shall be paid, or to the employee's estate in the event of death, severance pay in the amount of one (1) week's pay for each complete year of continuous employment or portion thereof, but the total amount of severance pay shall not exceed fifteen (15) weeks' pay. (Example: 10 years, 8 complete months of continuous service equals 10 8/12 years of continuous service for purposes of calculation.)

23:02 Where an employee in his or her ninth (9th) year of continuous service fails to complete nine (9) years' continuous service **as** a result of retirement ~~in~~ in accordance with the provisions of The Civil Service Superannuation Act or death, ~~the~~ the employee shall be paid, or to the employee's estate in the event of death, severance pay on the basis of nine (9) weeks' pay multiplied by the factor of the number of complete months service completed in his or her ninth (9th) year divided by twelve (12) months .

23:03 Employees with three (3) or more years of continuous employment whose services are terminated **as** a result of permanent lay-off shall be paid severance pay in the amount of one week's pay for each complete year of continuous employment ~~or portion~~ thereof, but the total amount of severance pay shall not exceed twenty-two (22) weeks' pay.

23:04 Where an employee in his or her third (3rd) year of continuous service fails to complete three (3) years' continuous service **as** a result of permanent lay-off, the employee shall be paid severance pay on the basis of three (3) weeks' pay multiplied by the factor of the number of complete months service completed in his or her third (3rd) year divided by twelve (12) months.

23:05 The rate of pay referred to in this Article shall be determined on ~~the basis~~ ~~of~~ the last regular bi-weekly rate of pay, excluding allowances, which ~~was~~ ~~in~~ in effect for the employee at the time of retirement, permanent lay-off, or death. Subject to section :07, the rate of pay for hourly rated employees shall be determined on the basis of the applicable work week, either thirty-six and one-quarter (36 1/4) or forty (40) hours per week.

23:06 In the case of employees eligible for severance pay who are on stand-by or temporary lay-off at the time of retirement, permanent lay-off or death, the weekly hours shall be, subject to Section :07, the normal weekly hours of work in effect for the classification of the employees at the time of the retirement, permanent lay-off or death.

23:07 In the case of hourly paid employees whose total weekly hours of work vary between summer and winter, the severance pay to be paid shall be based on an average of the normal hours of work over the fiscal year.

HOLIDAYS

24:01 a) The following holidays shall be observed in the College:

- | | |
|--------------------|--|
| 1) New Year's Day | vii) Labour Day |
| ii) Good Friday | viii) Thanksgiving Day |
| iii) Easter Monday | ix) Remembrance Day |
| iv) Victoria Day | x) Christmas Day |
| v) Canada Day | xi) Boxing Day |
| vi) Civic Holiday | xii) Any other holiday proclaimed by Federal or Provincial Statute |

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- b) For calculation purposes holidays shall be observed **as** indicated below:
- i) For all shift employees, where any of the holidays fall on a Saturday or a Sunday they shall be observed on that day. For purposes of this Article, a shift employee is one whose regular work week is not Monday to Friday inclusive.
 - ii) For all non-shift employees, where any of the holidays fall on a Saturday or Sunday, the holiday shall be observed on the following Monday. Where holidays fall on both Saturday and Sunday, the holidays shall be observed on the following Monday and Tuesday.

24:02 a) All College offices shall be closed at one o'clock in the afternoon on December 24th when that day falls on Monday through Friday. This day shall be considered a full working day for purposes of calculation.

b) Where the Employer requires an employee to work a regular work day on December 24th when that day falls on Monday through Friday inclusive, such employee shall be entitled to one-half (1/2) day of compensatory leave with pay to a maximum of four (4) hours.

24:03 An employee **is** entitled to his or her regular pay for a holiday on which the employee does not work provided the employee: ¹

- a) did not fail to report for work after having been scheduled to work on the day of the holiday;
- b) **has** not absented herself from work without the consent of the Employer on the regular working day immediately preceding or following the holiday unless the absence is by reason of established illness.

24:04 Notwithstanding Section :03 b) an employee who **is** on an approved leave of absence without pay at the time of the holiday shall be entitled to receive his or her regular pay for the holiday provided that the employee received pay for part or all of each day of at least fifteen (15) days during the thirty (30) calendar days immediately preceding the holiday.

24:05 If an employee who is not entitled to pay for a holiday that falls on a regular working day for reasons **as** outlined in Section :03 does work on the holiday, the employee shall be paid wages equivalent to one and one-half (1 1/2) times the employee's regular rate for the time worked on that day.

24:06 Subject to Section :08, and subject to the call-out provisions **as** provided in this agreement, an employee who is required to work on the holiday when it is observed on the employee's day of rest shall receive, in addition to the regular holiday pay to which the employee may be entitled:

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- a) if the employee is eligible for premium overtime, overtime compensation based on double time (2x) the employee's regular rate of pay for all overtime worked on the holiday. Such overtime Compensation is in lieu of the overtime compensation to which the employee would otherwise be eligible;
 - b) if the employee is not eligible for premium overtime, compensation based on time and one half (1 1/2x) the employee's regular rate of pay for all overtime worked on the holiday. Such compensation is in lieu of the compensation to which an employee would otherwise be eligible.

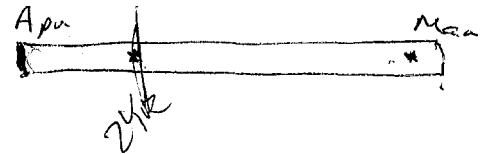
24: 7 Subject to Section :03, where the wages of an employee vary from day to day, the pay for a holiday on which the employee has not worked shall be equivalent to the employee's average daily earnings exclusive of overtime for the days on which the employee worked during the twenty (20) working days immediately preceding the holiday.

- 24:08
- a) A shift employee who is entitled to pay for a holiday and who **works** on a holiday when it is the employee's regularly scheduled working day shall, in addition to the regular pay, be compensated at the rate of time and one-half (1 1/2x) for all regular hours worked on the holiday, or be granted compensatory leave for such hours worked at the rate of one and one-half (1 1/2) hours for each additional hour worked. Shift employees shall be entitled to add to their regular annual vacation a maximum of five (**5**) days accumulated compensatory leave, and any additional compensatory leave shall be granted at the discretion of the Employer. Any overtime hours worked on the holiday shall be compensated on the same basis **as** set out in Section :06 a) or b).
 - b) Subject to Section :08 c), the accumulated compensatory leave referred to in Section :08 a) above, shall be taken in the vacation year in which it is earned.

- c) The Employer may allow accumulated compensatory leave in lieu of statutory holidays to be carried forward to the next vacation year.
- d) In the event that an employee is terminated, the accumulated compensatory leave in lieu of statutory holidays shall be paid out at the final rate in effect for the employee during the year in which the statutory holidays were worked.

24:09 An employee who leaves the employment of the Employer, shall receive pay in lieu of the compensatory leave that has not been granted.

24:10 Where a holiday falls within the vacation period of an employee, one (1) additional working day shall be added to the employee's vacation entitlement in lieu of the holiday.



VACATION

25:01 A vacation year is the period beginning on the first day of April and ending on the thirty-first day of March next following.

25:02 Employees shall earn vacation leave credits on the following basis:

- (a) Employees who have completed less than two (2) years service, one and one-quarter (1 1/4) working days per complete month of service in each vacation year to be taken in the vacation year following the year in which the vacation is earned;
- (b) Commencing from the beginning of the vacation year in which two (2) years of service will be completed, one and two-thirds (1 2/3) working days per complete month of service in each vacation year to be taken in the year in which three (3) years of service are Completed and yearly thereafter;
- (c) Commencing from the beginning of the vacation year in which nine (9) years of service will be completed, two and one-twelfth (2 1/12) working days per complete month of service in each vacation year to be taken in the year in which ten (10) years of service are completed and yearly thereafter;
- (d) Commencing from the beginning of the vacation year in which nineteen (19) years of service **will** be completed, two and one-half (2 1/2) working days per complete month of service in each vacation year to be taken in the year in which twenty (20) years of service are completed and yearly thereafter;

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- (e) Notwithstanding subsections (a), (b), (c) and (d), employees terminating in their second (2nd) year of service shall have their vacation leave credits cashed-out at the rate of one and one-quarter ($1 \frac{1}{4}$) days per complete month of service and employees terminating in their ninth (9th) year of service shall have their vacation leave credits cashed-out at the rate of one and two-thirds ($1 \frac{2}{3}$) days per complete month of service, and employees terminating in their nineteenth (19th) year of service shall have their vacation leave credits cashed-out at the rate of two and one-twelfth ($2 \frac{1}{12}$) days per complete month of service.

25:03 An employee appointed on the first working day of the month shall accumulate vacation credits from that date. An employee appointed on any working day other than the first working day of the month shall accumulate vacation credits from the first of the month following the date of employment.

25:04 When computing vacation leave:

- a) any fraction of a day equal to or greater than one-half ($1/2$) shall be computed as a half day; and
- b) any fraction of a day less than one-half ($1/2$) shall be computed as nothing.

- 25:05
- a) Vacation leave shall be taken in the vacation year following the vacation year in which it is earned.
 - b) Where operational requirements permit, and subject to the approval of the Employer, vacation leave may be taken by an employee.
 - c) Vacation leave may not be taken in advance of when it is earned. However, notwithstanding Section :05 a), upon the request on an employee, and upon the approval of the Employer, vacation leave up to a maximum of five (5) working days may be granted to an employee in the year in which it is earned.
 - d) The Employer may authorize vacation to commence on any day.
 - e) The Employer may authorize that vacation leave be carried forward to the next following year to supplement the vacation period in that year, but in no case will a vacation carry-over be allowed which comprises more than one previous year's vacation entitlement.
 - f) The Employer may authorize or require an employee to take vacation leave in two (2) or more periods.

25:06 Where the Employer has been unable to schedule part or all of an employee's vacation within the vacation year and as a result finds it necessary to restrict the whole or part of the vacation leave of an employee, the Employer may authorize payment in lieu of vacation. Such pay shall not be subject to deduction of pension fund contributions or life insurance contributions. An employee whose vacation leave has been restricted may, in lieu of receiving such pay, elect to carry over such vacation leave to the following year.

- 25:07 Subject to the requirements of the Employer, vacation leave shall be rotated regardless of seniority.
- 25:08 Where for any reason other than death, an employee leaves the employment of the Employer after having been granted more vacation leave than the employee has earned in accordance with this Agreement, the employee shall repay to the College all salary paid for such excess period of leave.
- 25:09 Where an employee dies, the employee's estate shall receive the employee's accumulated vacation credits.
- 25:10 Where an employee is absent on leave without pay for a period of one (1) month or a portion thereof greater than one-half (1/2), vacation leave credits shall no longer accumulate.
- 25:11 For instructors, all provisions of this Agreement respecting vacations shall apply with the exception of those provisions contrary to the specific provisions outlined in this section:
- a) Instructors shall accumulate vacation credits at the rate of three and two-thirds (3 2/3) days for each full month of employment during the period September 1 to August 31.
 - b) Instructors who are designated by the Employer as Coordinators shall accumulate vacation credits at the rate of three and five-twelfths (3 5/12) days for each full month of employment during the academic year September 1 to August 31.
 - c) Instructors, Guidance Officers and Educational Assistants shall receive time off with pay during that period between Boxing Day and New Year's Day designated by the Employer as Christmas break. This does not apply to employees who are on leave of absence without pay.
 - d) Subject to the applicable sections of this article, vacations shall be taken by an instructor during periods in which no instructional or teaching responsibilities with a class have been assigned.
 - e) Where an instructor is transferred or promoted to a classification which does not qualify for vacation benefits specific to instructors, the employee will be entitled to his or her unexpended vacation credits as of the date of transfer or promotion.
 - f) Where a regular instructor resigns, his or her unexpended vacation credits shall be recalculated and paid out on the basis of the appropriate rate of accumulation as set out in Section :02.
 - g) Notwithstanding Section :11 f), where a regular instructor is laid off or retires or dies or gives at least four (4) weeks notice of resignation, his or her unexpended vacation credits shall be calculated and paid out at the rate of accumulation specified in Section :11 a).

- h) Where a term instructor who has less than **22** consecutive months of service is terminated or resigns, his or her unexpended vacation credits shall be recalculated and paid out on the basis of the appropriate rate of accumulation **as** set out in Section :02.
- i) Where a term instructor with **22** or more consecutive months of service is terminated or resigns in accordance with the provisions of Section :11 g) his or her unexpended vacation credits shall be calculated and paid out at the rate of accumulation specified in Section :11 a).

SICK LEAVE

- 26:01 It is agreed by both parties that earned sick leave entitlement shall be granted where an employee is unable to be at work and perform his or her regular duties **as** a result of illness or injury.
- 26:02 The sick leave to which an employee is entitled shall accumulate:
 - (a) during the first four (**4**) years of service at the rate of one-half (**1/2**) working day per bi-weekly pay period; and
 - (b) after the first four (**4**) years of service, at the rate of one (1) working day per bi-weekly pay period.
- 26:03 Sick leave shall be earned by daily and hourly paid employees pro-rated on the basis of total accumulated service and regular hours worked, exclusive of overtime (i.e. **80** hours = **10** days = **1** bi-weekly pay period).
- 26:04 Sick leave with pay up to but not exceeding the net amount of entitlement will be paid to hourly paid employees based on the number of hours they normally would have been scheduled to work on the day they were absent on sick leave.
- 26:05 Subject to Sections :06 and :07, sick leave shall not accumulate beyond two hundred and eight (**208**) working days.
- 26:06 The Employer may grant, in addition **to** the sick leave accumulated under this Agreement:
 - a) to an employee who has been employed for not less than ten (10) years but less than fifteen (15) years, and who has been granted not more than two hundred and eight (**208**) working days of sick leave with pay during the employee's years of service, an additional period of sick leave with pay, which additional sick leave will increase the total sick leave for all the employee's years of service to not more than two hundred and twenty eight (**228**) working days;

- b) to an employee who has been employed for not less than fifteen (15) years but less than twenty (20) years, and who has been granted not more than two hundred and twenty eight (228) working days of sick leave during the employee's years of service, an additional period of sick leave with pay which additional sick leave will increase the total sick leave for all the employee's years of service to not more than two hundred and fifty-six (256) working days; and
- c) to an employee who has been employed for not less twenty (20) years and who has been granted not more than two hundred and fifty-six (256) working days of sick leave during the employee's years of service, an additional period of sick leave with pay which additional leave will increase the total sick leave for all the employee's years of service to not more than two hundred and ninety-six (296) working days.

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26:07 Additional sick leave with pay may be granted over and above an employee's accumulated sick leave and additional sick leave granted under Section :06.

26:08 An employee who has been absent on sick leave with pay, upon returning to work, shall continue to accumulate sick leave up to a maximum of two hundred and eight (208) working days in accordance with Sections :02 and :03.

26:09 An employee appointed on the first working day of a bi-weekly pay period shall be eligible to accumulate sick leave credits from that date. An employee appointed on any date other than the first working day of a bi-weekly pay period shall be eligible to accumulate sick leave credits from the first full bi-weekly pay period following the date of appointment.

26:10 A new employee may be granted sick leave in advance of it being earned during the first six (6) months of service, provided that the amount advanced, when combined with credits already accumulated, does not exceed five (5) working days. If an employee who has used more sick leave than has been earned has his or her services terminated for a reason other than lay-off or death, the salary over-payment resulting from the use of unearned sick leave shall be recovered by the Employer.

26:11 Sick leave shall not accumulate during periods when an employee is:

- a) absent on sick leave and/or absent on Workers' Compensation for a period of more than ten (10) consecutive working days; or
- b) absent without leave; or
- c) absent on leave of absence without pay.

Subsections (b) and (c) to apply where the period of absence is greater than one-half (1/2) of the bi-weekly period.

- 26:12 Where an employee is to be absent because of illness, the employee shall endeavour to notify his or her immediate supervisor of the absence due to illness at least one hour (1) prior to and not more than thirty (30) minutes after the normal hour of beginning work, or **as** soon thereafter **as** the means of communication permit.
- 26:13 An employee who has been absent because of sickness for a period of more than three (3) consecutive working days shall furnish, when requested by the Employer, at any time during or after this period of sickness, a medical certificate or sworn statutory declaration certifying that the employee is or **was** unable to be present at work because of the illness. Where an employee fails to produce a medical certificate or statutory declaration acceptable to the Employer, the employee shall not be entitled to be paid for the period of absence.
- 26:14 An employee who has been absent because of sickness for a period of three (3) working days or less may be required to furnish, when requested by the Employer, either a medical certificate or a sworn statutory declaration **as** required under Section :13. Failure to produce a certificate or statutory declaration acceptable to the Employer will result in a loss of pay for the period of absence.
- 26:15 Where an employee **has** been absent for a period of three (3) working days or less because of sickness, the employee shall complete and submit a return on a form **as** required by the Employer.
- 26:16 Where an employee becomes ill during the period of the employee's scheduled annual vacation, the Employer may grant sick leave and credit the employee with alternate days vacation equivalent to the number of days approved sick leave providing the illness is over three (3) days and may require hospitalization. The employee will be responsible to provide proof of illness and/or hospitalization satisfactory to the Employer. The application of this clause to employees subject to the "Instructor" vacation provisions outlined in Article 25:11, shall be to a maximum of ten (10) working days.

WORKERS' COMPENSATION

- 27:01 When an employee is unable to work and is in receipt of Workers' Compensation allowance **as** a result of an injury incurred in the course of the employee's duties, the employee may elect to be paid an additional amount which, when combined with the compensation allowance, shall ensure the maintenance of net salary. Such additional amount shall be chargeable to the employee's sick leave credits accrued at the time the employee commenced receipt of Workers' Compensation allowances, and such additional payments shall be payable until the employee's accrued sick leave credits have been exhausted. Net salary shall be **as** determined by the Workers' Compensation Board. 76 80
- 27:02 Notwithstanding Section :01, an employee's pay may only be "topped up" by a maximum of 10% of the employee's net salary at the time of the injury.
- 27:03 Where an employee is absent due to injuries or disabilities for which compensation is paid under The Workers' Compensation Act, vacation leave shall accumulate **as** if the employee were not absent, but the extent of such accumulation shall not continue beyond twelve (12) consecutive calendar months from the date the injury or disability occurred.
- 27:04 Where an employee **is** injured on the job and is required to leave for medical treatment and/or is sent home by management due to the injury, the employee shall incur no loss in regular pay and benefits for the day on which the accident occurs.
- 27:05 Transportation to the nearest physician or hospital for employees requiring immediate medical care **as** a result of an on-the-job accident shall be provided by or at the expense of the Employer if it is not covered by a medical plan.

COMPASSIONATE LEAVE

- 28:01 An employee shall be entitled to compassionate leave of three (3) working days without loss of salary in the event of the death of a member of an employee's immediate family. Immediate family is defined **as** father, mother, brother, sister, spouse, child or ward of the employee, or relative permanently residing in the employee's household or with whom the employee permanently resides . 63 11
- 28:02 An employee shall be entitled to compassionate leave of one (1) working day without loss of salary in the event of the death of an employee's grandparent, son-in-law, daughter-in-law, brother-in-law, sister-in-law, mother-in-law, father-in-law, aunt, uncle, or grandchild.

- 28:03 An employee who is entitled to compassionate leave under Section :01 and :02 during vacation leave shall receive vacation credits equal to the number of days of Compassionate Leave granted.
- 28:04 Provided an employee has not received compassionate leave for the death in question, an employee shall be entitled to Compassionate leave up to a maximum of one (1) day without loss of salary for attending a funeral as a pallbearer.
- 28:05 An employee shall be entitled to additional compassionate or special leave up to a maximum of two (2) days without loss of salary, requested for the purpose of attending a funeral at a distance.
- 28:06 For other purposes such as a dangerous illness in the immediate family, an employee shall be entitled to leave with pay up to a maximum accumulation of five (5) days in each fiscal year to be granted on the recommendation of the Employer and charged against the employee's sick leave credits.

PATERNITY LEAVE

- 29:01 A male employee shall be granted one (1) day's leave with pay, to attend to needs directly related to the birth of his child. At the employee's option, such leave shall be granted on the day of, or the day following the birth of his child, or the day of his wife's admission to, or discharge from hospital.

MATERNITY LEAVE

- 30:01 An employee who qualifies for Maternity Leave may apply for such leave in accordance with either Plan A or Plan B but not both.

PLAN A

- 30:02 In order to qualify for Plan A, an employee must:
- a) have completed nine (9) continuous months of employment for or with the Employer;
 - b) submit to the Employer an application in writing for leave under Plan A at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave; and
 - c) provide the Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery.

- 30:03 An employee who qualifies is entitled to and shall be granted Maternity Leave without pay consisting of
- a) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Section :02 c); or
 - b) a period of seventeen (17) weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Section :02 c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate.
 - c) The Employer may vary the length of Maternity Leave upon proper certification by the attending physician.
- 30:04
- a) An employee who has been granted Maternity Leave shall be permitted to apply up to a maximum of ten (10) days of her accumulated sick leave against the Unemployment Insurance waiting period.
 - b) Should the employee not return to work following her Maternity Leave for a period of employment sufficient to allow for reaccumulation of the number of sick days granted under subsection (a), the employee shall compensate the Employer for the balance of the outstanding days at the time of termination. Approved sick leave with pay granted during the period of return shall be counted as days worked.

PLAN B

- 30:05 Effective the latter of
- a) the bi-weekly pay period following the date of signing; or
 - b) the date a Supplementary Unemployment Benefit Plan (SUB) is approved for implementation by Human Resource Development Canada (H.R.D.C.) and limited to Maternity Leaves commencing on or after that date, the provisions of Plan B will come into effect.
- 30:06 In order to qualify for Plan B an employee must:
- a) have completed nine (9) continuous months of employment for or with the Employer;
 - b) submit to the Employer an application in writing, for leave under Plan B at least four (4) weeks before the day specified by her in the application as the day on which she intends to commence such leave;
 - c) provide the Employer with a certificate of a duly qualified medical practitioner certifying that she is pregnant and specifying the estimated date of her delivery;
 - d) provide the Employer with proof that she has applied for Unemployment Insurance benefits and that Human Resource Development Canada (H.R.D.C.) has agreed that the employee has qualified for and is entitled to such Unemployment Insurance benefits pursuant to Section 18, Unemployment Insurance Act.

- 30:07 An applicant for Maternity Leave under Plan B must sign an agreement with the Employer providing that:
- a) she will return to work and remain in the employ of the Employer on a full time basis for at least six (6) months following her return to work; and
 - b) if she does not take Parental Leave **as** provided in Article **32** she will return to work on the date of the expiry of her Maternity Leave; and
 - c) if she does take Parental Leave **as** provided in Article **32**, she will return to work on the date of the expiry of her Parental Leave; and
 - d) should she fail to return to work **as** provided above, she is indebted to the Employer for the full amount of pay received from the Employer **as** a maternity allowance during her entire period of Maternity Leave.

30:08 At the employee's request, the Employer may authorize an employee who has received Maternity Leave under Plan B to return to work on a part-time basis for a period of twelve **(12)** months.

- 30:09 An employee who qualifies is entitled to a Maternity Leave consisting of:
- a) a period not exceeding seventeen (17) weeks if delivery occurs on or before the date of delivery specified in the certificate mentioned in Section :06 c); or
 - b) a period of seventeen **(17)** weeks plus an additional period equal to the period between the date of delivery specified in the certificate mentioned in Section :06 c) and the actual date of delivery, if delivery occurs after the date mentioned in that certificate.
 - c) The Employer may vary the length of Maternity Leave upon proper certification by the attending physician.

30:10 During the period of Maternity Leave, an employee who qualifies is entitled to a Maternity Leave allowance in accordance with the **SUB** plan as follows:

- a) for the first two **(2)** weeks an employee shall receive **93%** of her weekly rate of pay;
- b) for up to a maximum of fifteen (15) additional **weeks**, payments equivalent to ~~the~~ difference between the Unemployment Insurance benefits the employee is eligible to receive and **93%** of her weekly rate of pay;
- c) all other time **as** may be provided under Section :09 shall be on a leave without pay basis.

30:11 Plan B does not apply to term or part-time employees or employees who normally are subject to seasonal lay-off.

30:12 During the period of Maternity Leave, benefits will not accrue. However, the period of Maternity Leave will count **as** service towards eligibility for long service vacation and long service sick leave entitlement.

30:13 Where an employee's anniversary date falls during the period of Maternity Leave under Plan A or B, the employee shall be eligible to receive a merit increase effective the date upon which she returns to her position of employment.

30:14 Sections 36(1) through 36(11) inclusive of The Employment Standards Act respecting Maternity Leave shall apply "mutatis mutandis".

ADOPTIVE PARENT LEAVE

31:01 An employee shall be granted one (1) day's leave with pay to attend to needs directly related to the adoption of the child. At the employee's option such leave shall be granted on the day **of**, or the day following the adoption.

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PARENTAL LEAVE

32:01 In order to qualify for parental leave, an employee must:

- a) be the natural mother of a child; or
- b) be the natural father of a child or he must assume actual care and ~~custody~~ of his newborn child; or
- c) adopt a child under the law of a province.

32:02 An employee who qualifies under Section :01 must:

- a) have completed nine (9) continuous months of **employment and**
- b) submit to the Employer an application in writing for parental leave at least four **(4)** weeks before the day specified in the application **as** the day on which the employee intends to commence the leave.

32:03 An employee who qualifies in accordance with Section :01 and :02 **is** entitled to parental leave without **pay** for a continuous period of up **to** seventeen (17) weeks.

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32:04 Subject to Section :05, parental leave **must** commence no later than the first anniversary date of the birth or adoption of the child or the date on which the child comes into the actual care and custody of the employee.

32:05 Where an employee takes parental leave in addition to maternity leave, the employee must commence the parental leave immediately on expiry of the maternity leave without **a** return to work unless otherwise approved by the Employer.

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33:01 A regular employee who resigns as a result of the employee's decision to raise a dependent child or children, and is re-employed, upon written notification to the Employer shall be credited with the length of service accumulated up to the time of resignation for the purposes of sick leave and long service vacation entitlement benefits as defined in this Agreement and based on service seniority.

The following conditions shall apply:

- a) the employee must have accumulated at least four (4) years of continuous service at the time of resigning;
- b) the resignation itself must indicate the reason for resigning;
- c) the break in service shall be for no longer than six (6) years , and during that time the employee must not have been engaged in remunerative employment for more than three (3) months;
- d) the previous length of service shall not be reinstated until successful completion of the probationary period;
- e) upon successful completion of the probationary period, the employee will be credited with the accumulated sick leave credits at the time of the resignation up to a maximum of twenty-six (26) days of credits.

LOSS OF OR DAMAGE TO PERSONAL EFFECTS

34:01 Employees are responsible for any personal effects which are brought to their place of work and are not specifically required in the course of their employment; and no claim for compensation will be considered for loss or theft of or damage to personal effects or clothing other than damage to clothing that occurs as a result of an accident, normal wear and tear excepted.

34:02 Employees suffering loss of, theft of, or damage to tools, equipment, personal effects or clothing incurred when they are away from their normal place of work while on a business or field trip may claim compensation only for such items as are necessary in day-to-day living in the course of their employment away from their normal place of work.

34:03 Employees whose occupation requires them to provide and use their own tools, equipment or personal effects in the course of their employment, should safeguard such tools, equipment or personal effects against loss, theft or damage; and no claim for compensation for loss, theft or damage to such tools, equipment or personal effects may be made under this subsection except where such tools, equipment or personal effects are handed over or delivered to a supervisor where this is practical and the receipt thereof is acknowledged by the supervisor.

- 34:04 Where employees are required to provide, commandeer or "rent without fee" from any person or firm, tools, equipment or personal effects which are to be used in the course of their employment and which are not readily available from the Employer, claims for compensation may be made for the loss or theft or damage to such tools, equipment or personal effects.
- 34:05 No claims for compensation will be considered where an employee has or will receive adequate compensation from insurance or otherwise for the loss or theft of or damage to the employee's tools, equipment or personal effects, or for luxury items.
- 34:06 Every claim for compensation made pursuant to Sections :01, :02, :03, and :04 will be considered by the Employer, and the claim shall indicate:
- a) the name of the claimant, position classification, normal place of work and type of work the position entails;
 - b) identification as to category - loss, theft, damage - and full particulars as to when, and how the loss, theft or damage took place, with any other relevant particulars;
 - c) justification for the claim in accordance with Section :01, :02, :03, or :04;
 - d) a certification by the claimant that all items lost, stolen or damaged are not covered by any form of insurance.
- 34:07 Payment of claims approved by the Employer shall be paid at full replacement cost provided that the item that is lost or damaged beyond repair has been purchased within three (3) months of the incident, and proof of purchase is submitted. In other cases reimbursement shall be limited to the cost of repair, or, on the basis of 75% of the replacement cost, including applicable Sales Taxes where necessary.

REMOTENESS ALLOWANCE

- 35:01 The Employer shall provide Remoteness Allowances as shown in Appendix "B" which is attached hereto and which forms part of this Agreement.

DENTAL PLAN

- 36:07 The parties agree to the continuation of the dental services plan with such changes as agreed upon in a separate Memorandum of Agreement.

HEALTH AND SAFETY

- 37:01 The Employer and the Union recognize that safety, accident prevention and the preservation of health are of primary importance in College operations and that these activities require the combined efforts of the Employer, employees, and the Union.

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- 37:02 The Employer will continue to provide its employees with safe working conditions, equipment and materials, and will continue to ensure that all reasonable precautions are taken.
- 37:03 The Union will continue to make every effort to obtain the cooperation of each employee within the bargaining unit in the observation of all reasonable safety rules, practices and procedures.
- 37:04 Every employee shall take all reasonable precautions and follow all reasonable safety rules, practices and procedures in order to protect his or her safety and health and the safety and health of any other persons who may be affected by his or her acts or omissions at work.
- 37:05 The parties agree to the establishment of Workplace Health and Safety Committees in the College it is deemed necessary. Where it is deemed appropriate to establish a Workplace Health and Safety Committee in a workplace, the following shall apply.
- 37:06 Efforts should be made to schedule committee meetings, functions or duties during the employees' work time but if this is not possible meetings may be held during an employee's off duty hours. Employee representatives who are members of a Workplace Health and Safety Committee and who are scheduled to meet during off duty hours shall be compensated at straight time rates or at the employee's option be granted time off in lieu for time spent in such meetings, functions or duties.
- 37:07 Minutes of all committee meetings are required. Minutes shall consist of matters relating to the receipt and disposition of safety and health concerns. The minutes shall be signed by both chairpersons. Where there is disagreement as to the accuracy or content, either party may so note the disagreement and place their comments on the minutes prior to signing. When the minutes are signed by both co-chairpersons, the management co-chairperson shall retain the original for the records of the committee, forward a copy to the Workplace Safety and Health Division, post a copy and forward a copy to members of the committee.
- 37:08 The objectives of Workplace Health and Safety Committees include:
- a) assisting employees to identify, record, examine, evaluate and resolve health and safety concerns in the workplace;
 - b) developing practical procedures and conditions to help achieve health and safety in the workplace;
 - c) promoting education and training programs to develop detailed knowledge of health and safety concerns and responsibilities in each individual workplace.

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37:09 Where a supervisor knows that any condition exists at a workplace that is unusually dangerous to the safety or health of an employee, the supervisor shall not require or permit an employee to engage in, carry on or continue to work in that workplace under that condition.

- 37:10
- a) Where an employee has reason to believe, and does believe, that a condition exists that is dangerous to his or her safety or health in the performance of the employee's work, the employee shall report that condition to his or her supervisor.
 - b) The supervisor upon being notified under (a) above shall inspect the condition with the employee and discuss the employee's reasons for believing the condition to be dangerous. Where there is a health and safety committee at the workplace, the co-chairpersons may be asked to participate.
 - c) If the employee is unsatisfied with the supervisor's decision or if the supervisor refuses to inspect the condition, the employee shall contact, in writing or by telephone, the Workplace Health and Safety Division without delay.
 - d) If the employee refuses to work because of his or her belief that the condition is dangerous, the employee must be available to perform other work assigned.

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37:11 Where an employee **has** refused to perform work in accordance with Section :10, no other employee shall be assigned the particular work unless such employee is notified of the refusal and the reasons for the refusal, **if** known.

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37:12 Nothing in this Article prevents the doing of any work or thing that may be necessary in order to remedy the dangerous condition described in Sections :09 and :10.

37:13 Disciplinary action shall not be taken against an employee solely for the reason that the employee:

- a) made **a** report under Section :10; and
- b) refused to work or continue to work under the conditions described under Section :10 provided a safety and health officer **has** reported **in** writing that the employee had reasonable and probable grounds for believing that those conditions were dangerous to his or her safety or health.

37:14 Where an employee wilfully takes unfair advantage of the provisions described in Section :10, the employee may be subject to disciplinary action up to and including suspension or dismissal.

UNIFORMS AND PROTECTIVE CLOTHING

- 38:01 Where the Employer determines that uniforms and protective clothing are required in the performance of the employee's duties, such uniforms and protective clothing shall be provided to the employee.
- 38:02 Where uniforms and protective clothing are supplied, the Employer agrees to furnish, replace or repair such clothing when damaged in the performance of the employee's duties.
- 38:03 Where an employee is required, **as a** condition of employment , to provide and wear approved safety footwear during the course of the employee's regular duties the employee will be eligible for an allowance of fifty-five (\$55.00) dollars once per fiscal year to help offset the cost to the employee of purchasing approved safety footwear. The allowance will be paid under the following conditions:
- a) the safety footwear purchased must be approved by the Canadian Standards Association (CSA); and
 - b) satisfactory proof of purchase must be provided by the employee; and
 - c) the employee must have purchased safety footwear specifically for employment with the Employer; and
 - d) to be eligible to receive the allowance an employee must work five **(5)** consecutive work days.
- 38:04 The College Health and Safety Committee shall develop a policy on Uniforms and Protective Clothing and said policy shall be applicable to this Agreement. Until such time **as** said policy is developed by the Committee and implemented by the College, the policy on Uniforms and Protective Clothing **as** specified in the Province of Manitoba General Manual of Administration shall be applicable to this Agreement. Where the provisions of the College policy on Uniforms and Protective Clothing, or the General Manual of Administration conflict with this Article, this Article shall prevail.
- 38:05 Notwithstanding any other provision of this Agreement, where an employee disputes the provision of protective clothing and footwear in accordance with this Article the employee may file a grievance in accordance with the Grievance Procedure. The decision at Step 2 shall be final for such grievances.

VIDEO DISPLAY TERMINALS

39:01 A VDT Operator who is required to work at a Video Display Terminal (VDT) for twenty-five percent (**25 %**) or more of the normal work week shall upon request have his or her eyes examined by an Optometrist once per year. The Optometrist shall be selected by the Employer or an Optometrist of the employee's choice acceptable to the Employer. The Employer shall pay the **costs** of such examinations or tests where not covered by a medical plan.

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39:02 A pregnant VDT Operator may request a job reassignment for the period of pregnancy by forwarding a written request to the Director of Human Resources. Upon receipt of the request, the Employer, where possible, will assign the VDT Operator to an alternate position and/or classification or to alternate duties within five (5) working days of the request. Where the Employer is unable to accomplish this, the Employer will notify the Union and the parties will meet without delay in an effort to resolve the matter.

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39:03 Where an Operator is of the opinion that the work results in undue eye fatigue, the employee may request a review **of** the job duties. The Employer will endeavour to design the job of the Operator in a manner that will, wherever practicable, permit an Operator to be assigned at least ten (10) minutes of alternate duties during any two (2) hour period of continuous operation.

ON BUSINESS

40:01 Leave of absence to attend to Union business may be granted to employees under the following conditions:

- a) Requests for leave shall be made in writing by the Union by providing the employee with a letter of request. The employee shall submit the letter to his or her immediate supervisor who shall forward the request to the Employer for approval. The Union will also provide a copy of the written request to the Director of Human Resources.
- b) Requests for leave shall be made with reasonable advance notice but not less than three (**3**) working days and shall be granted only where operational requirements permit. Where special or unusual circumstances prevent compliance with the three (**3**) working days notice, the request shall be considered and shall not be unreasonably denied.
- c) Where such leave of absence has been granted the Union shall reimburse the College one hundred percent (100%) of the wages paid to such employees during the approved absence.

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- 40:02 a) For time spent with the Employer's representatives during negotiations of the Agreement, the Union will be allowed to have no more than two (2) employees present at each bargaining session on a time-off with pay basis.
- b) Prior to the commencement of negotiations, the Union shall **supply** the Employer with a list of employee representatives. Dependent upon operational requirements, requested leave for such employees shall not be unreasonably denied.
- c) Subject to the mutual agreement of the parties, the total number of employees referred to in both (a) and (b) above may be changed provided any additional employees are on leave without pay or on wage recovery **as** per Section :01 c).

40:03 Union staff members shall not visit employees at their place of work unless prior approval has been obtained from the employee's supervisor.

40:04 The Employer agrees to allow the Union use of space on existing bulletin boards for the purpose of posting official Union information relating to business affairs, meetings, and social events provided the information does not contain anything that is adverse to the interests of the Employer. The Employer shall have the right to refuse to post or remove the posting of any information.

RIGHTS OF STEWARDS

41:01 "Steward" means an employee elected or appointed by the Union who is authorized to represent the Union, an employee or both.

41:02 The Employer recognizes the Union's right to select Stewards to represent employees.

41:03 The Union shall determine the number of Stewards and the jurisdiction of each Steward having regard to the plan of organization, the distribution of employees at the work place, and the administrative structure implied by the Grievance Procedure.

41:04 The Union agrees to provide the Employer with a list of Stewards and any subsequent changes. The Union shall provide appropriate identification for Stewards.

41:05 Stewards and employees shall not conduct Union business during their working time.

41:06 The duties of the Stewards shall be to investigate complaints of an urgent nature and to investigate and present grievances in accordance with the Grievance Procedure.

41:07 For complaints of an urgent nature, a Steward shall first obtain the permission of his or her immediate supervisor before leaving work to investigate such complaint. Such permission shall not be unreasonably sought or withheld. On resuming his or her normal duties, the Steward shall notify his or her supervisor.

41:08 When it is necessary for a Steward to investigate a complaint or grievance during working hours, no deduction in salary shall be made from the Steward or employee concerned, provided that each has obtained approval from their supervisor(s) for the time required to deal with the complaint or grievance. On resuming their duties, the Steward and employee shall notify their supervisor(s).

UNION SECURITY

42:01 Employees covered by this Agreement, whether members of the Union or not, shall pay to the Union, by payroll deduction, an amount equal to the bi-weekly membership dues determined by the Union. For new employees, the payroll deduction of the amount **as** set out above shall become effective on the first day of the bi-weekly pay period, following the date the employee is covered under the terms of this Agreement.

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42:02 The Employer shall forward to the Union the amount of the dues deducted under Section :01 above on a bi-weekly basis per each applicable bi-weekly pay period system.

42:03 The Employer shall provide the Union on a bi-weekly basis per each applicable bi-weekly pay period system, the names of the employee from whose wages dues have been deducted showing opposite each employee's name, the amount of dues deducted for that employee.

42:04 The Union agrees to indemnify and save the Employer harmless against any claim or liability arising out of the application of this Article except for any claim or liability arising out of an error committed by the Employer.

42:05 Notwithstanding any other provision in this Agreement, the Employer shall not later than ninety (90) days preceding the expiry date of this Agreement, furnish in written form to the Union the following, by classification groupings:

- a) the name of each employee;
- b) the classification of each employee;
- c) the current rate of pay of each employee.

(LABOUR/MANAGEMENT COMMITTEE

- 43:01 A joint consultation Committee will be established and maintained within the College. The Committee shall consist of no more than three (3) representatives of the Employer and three (3) representatives of the Union. The Committee shall meet at the request of either party for the purpose of discussing matters of mutual concern, and which either party considers appropriate for discussion by the Committee.
- 43:02 The Committee may make recommendations to the Union and the Employer with respect to its discussion and conclusions, but it shall not have jurisdiction over wages, or any matter of collective bargaining including the administration of this Agreement. The Committee does not have the power to bind either the Union or its members or the Employer to its decisions or conclusions.

GRIEVANCE PROCEDURE

- 44:01 The parties to this Agreement recognize the desirability for prompt resolution of grievances through an orderly process without stoppage of work or refusal to perform work.
- 44:02 A grievance is defined as a complaint in writing concerning:
- a) the application, interpretation, or alleged violation of an Article of this Agreement or a signed Memorandum of Understanding or a signed Memorandum of Agreement between the parties;
 - b) the dismissal, suspension, demotion, or written reprimand of an employee;
 - c) a dispute concerning the classification of an employee.
- 44:03 Notwithstanding Section :02, an employee may complain or grieve on any unsatisfactory working condition up to and including Step 2 of the Grievance Procedure. The decision at Step 2 shall be final for such grievances.
- 44:04 a) Where a grievance has been initiated and the nature of the grievance is such that it has or potentially could have widespread application affecting a number of employees: and where as a result the Union deems it impractical that each affected employee grieve separately, the Union shall have the right to present a group grievance on those matters as defined in Section :02 a). A group grievance shall be presented directly to the College President within twenty (20) working days following the date upon which the employee(s) were notified orally or in writing, or on which the employee(s) first became aware of the action giving rise to the grievance.

- b) Where either party to this Agreement disputes the general application, interpretation or alleged violation of an Article of this Agreement or a signed Memorandum of Understanding or a signed Memorandum of Agreement between the parties, either party may initiate a policy grievance. Where such a grievance is initiated by the Union it shall be presented to the College President. Where such a grievance is initiated by the Employer it shall be presented to the President of the Manitoba Government Employees' Union. In all cases the grievance shall be presented within twenty (20) working days from the date of the action giving rise to the grievance.
- c) Where the parties fail to resolve a grievance under Section :04 a) or :04 b), either party may refer the grievance to Arbitration. It is agreed and understood that grievances which have been submitted and dealt with as individual grievances may not subsequently be submitted as a policy grievance.
- d) Notwithstanding Section :06 a grievance filed under Section :04 b) shall not require the signature of an employee.

44:05 If an employee or the Union fails to initiate or process a grievance within the prescribed time limits, the grievance will be deemed to be abandoned and all rights of recourse to the Grievance Procedure for that particular grievance shall be at an end. If the Employer fails to reply to a grievance within the prescribed time limits, the employee or the Union may process the grievance to the next step. Either party may request an extension of the time limits providing such extension is requested prior to the expiry of the time allowed. An extension, if requested, shall not be unreasonably withheld.

44:06 Wherever possible, the grievance shall be presented on the Union Grievance Form. A written description of the nature of the grievance and the redress requested shall be sufficiently clear and if the grievance relates to an Article of the Agreement, such Article shall be so stated in the grievance. The grievance shall be signed by the employee and may be clarified at any step providing its substance is not changed. Except for failure to meet the time limits, a grievance shall not be deemed to be invalid if it is not written on the Union Grievance Form or for failure to quote the Article in dispute.

44:07 It is mutually agreed that an effort shall be made to resolve complaints through discussion before a written grievance is initiated. The aggrieved employee shall have the right to have a representative present at such a discussion. When a grievance cannot be presented in person at any step, it may be transmitted by registered mail.

44:08 An employee has the right to representation by a Union representative at any step of the Grievance Procedure.

Step 1:

- a) Within twenty **(20)** working days after the date upon which the employee was notified orally or in writing, or on which the employee first became aware of the action or circumstances giving rise to the grievance, the employee shall present the grievance with the redress requested to the employee's supervisor.
- b) The supervisor shall sign for receipt of the grievance and if the nature of the grievance is such that the supervisor is authorized to deal with it, the supervisor shall issue a decision in writing to the employee and to the Union within fifteen (15) working days.
- c) The supervisor may discuss the grievance with the employee and the employee's representative before giving a decision on the grievance.
- d) If the nature of the grievance is such that a decision cannot be given below a particular level of authority, the supervisor shall forward the grievance to the College President at Step 2 of the Grievance Procedure and so inform the employee and the Union. The time limits and the procedures of the appropriate step shall then apply.
- e) Where the immediate supervisor at Step 1 is a Steward or Officer of the Union, the grievance shall automatically be referred by the immediate supervisor to Step 2.

Step 2:

- a) If the grievance is not resolved satisfactorily at Step 1, the employee shall submit the same grievance and the redress requested to the College President or designate within fifteen (15) working days of the receipt of the decision at Step 1.
- b) The College President or designate shall sign for receipt of the grievance and issue a decision in writing to the employee and to the Union within 15 (fifteen) working days of receipt of the grievance.
- c) For those grievances defined in accordance with Section :02, the College President or designate may hold a hearing to discuss the grievance with the employee and the employee's representative before giving a decision on the grievance. For those grievances concerning unsatisfactory working conditions as defined in Section :03, the College President or designate shall hold a hearing to discuss the grievance with the employee and the employee's representative before giving a decision on the grievance.

44:09 Grievances concerning demotion, suspension or dismissal shall be initiated at Step 2 of the grievance procedure within twenty **(20)** working days of the date that the employee became aware of the action.

44:10 **An** employee or the Union may withdraw a grievance at any step of the grievance/arbitration procedure by giving written notice to the Employer. An employee may abandon a grievance by not processing it within the prescribed time limits,

ARBITRATION PROCEDURE

45:01 **Only** those matters set forth below may be submitted to Arbitration by the Union or the Employer:

- a) Grievances concerning the application, interpretation or alleged violation of an Article of this Agreement;
- b) Grievances concerning the application, interpretation or alleged violation of a signed Memorandum of Understanding or a signed Memorandum of Agreement between the parties;
- c) Grievances concerning dismissal, suspension, demotion or a written reprimand of an employee;

45:02 The procedure for arbitrating grievances shall be the procedure as set forth below:

- a) Where a difference arises between the parties hereto relating to a subject matter **as** outlined in Section :01, either of the parties may, within twenty (20) working days from the receipt of the decision at Step 2, notify the other party in writing of its desire to submit the difference or allegation to arbitration. Such notification, when initiated by the Union, shall be made directly to the College President, and shall set forth the issue in dispute for referral to the Arbitration Board.
- b) Where the party initiating the arbitration proceedings wishes to request arbitration by a single arbitrator, the notice referred to in Section :03 a) shall so state.
 - i) Where the party who receives the notice accepts the request for a single arbitrator the parties will attempt to reach agreement on the selection of a single arbitrator within ten (10) working days.
 - ii) Where the party who receives the notice rejects the request for a single arbitrator or where the parties have failed to reach agreement on the selection of a single arbitrator within ten (10) working days, the party initiating the arbitration proceedings may submit the name of its appointee to the board in accordance with Section :03 c) within ten (10) working days.
 - iii) Where the parties have agreed to a single arbitrator, the single arbitrator shall be considered to be an Arbitration Board for purposes of this Article.

- c) Where the party initiating the arbitration proceedings wishes to request arbitration by a three person board, the notice referred to in Section :03 a) shall contain the first party's appointee to the Arbitration Board. The following procedure will then apply:
- i) The party who receives the notice shall within ten (10) working days of receiving the notice, name an appointee to the Arbitration Board and notify the other party in writing of such appointee.
 - ii) The two (2) members of the Arbitration Board named by the parties shall, within ten (10) working days of the appointment of the second of them, appoint a third member of the Arbitration Board who shall be the Chairperson thereof.
 - iii) If either party fails to appoint its member to the Board as provided above or where the two (2) appointees of the parties fail to agree on the appointment of a third member within the time specified, the Chief Justice for the Province of Manitoba, or in the Chief Justice's absence, the Chief Justice of the Court of Queen's Bench, upon the request of a party to the Agreement, shall nominate a member on behalf of the party failing to make an appointment or shall nominate the third member and Chairperson, as the case may be, and where the case requires, may nominate both, and where such nomination has been made, the Minister of Labour shall appoint that person as member or Chairperson or both, as the case may be.
 - iv) The Chairperson and one other member are a quorum; but, in the absence of a member, the other members shall not proceed unless the absent member has been given reasonable notice of sitting.
- d) Where the matter is submitted to the Arbitration Board, the Arbitration Board shall commence hearings within thirty (30) days of the matter being submitted to the Board and shall hear evidence and argument submitted by or on behalf of the parties relevant to the matter submitted and shall make a decision thereon in the form of an award of the Arbitration Board.
- e) The Arbitration Board shall hear and determine the difference or allegations and shall issue a decision, which decision shall be final and binding and enforceable upon the parties and upon any employee or employees affected by it.
- f) The Arbitration Board may summon before it any witnesses and require them to give evidence on oath, orally or in writing, and to produce such documents and evidence as the Arbitration Board deems requisite to the full investigation and consideration of the matters referred to it.
- g) The Arbitration Board shall submit a report on the findings and the decision of the Board within fourteen (14) days following the completion of the hearing to the parties.
- h) Any of the time limits referred to above may be extended by mutual agreement of the parties hereto.

- i) In the case of a three (3) person Arbitration Board the decision of the majority shall be the decision of the Arbitration Board. If there is no majority, the decision of the Chairperson shall be the decision of the Board.
- j) The Arbitration Board shall not have the power to add to, subtract from or modify or alter in any way the provisions of this agreement or a signed Memorandum of Understanding or a signed Memorandum of Agreement between the parties.
- k) The Arbitration Board shall expressly confine itself to the issue submitted to the Board, and shall have no authority to make a decision and/or recommendation on any other issue not so submitted to the Board.
- l) Where the Arbitration Board determines that an employee has been dismissed or otherwise disciplined by the Employer for just cause, the Arbitration Board may substitute such other penalty or remedy in lieu of dismissal or the disciplinary action as the Board deems just and reasonable under the circumstances.
- m) The expenses incurred by and in respect of an Arbitration Board shall be paid as follows:
 - i) The parties to the arbitration shall each pay an equal portion of the remuneration and expenses of the chairperson of the Arbitration Board.
 - ii) Each party to the arbitration shall pay the remuneration and expenses of the member of the Arbitration Board named or appointed by or on behalf of that party.
 - iii) Each party to the arbitration shall pay the fees and expenses of witnesses called by that party to give evidence before the Arbitration Board.
 - iv) Each party to the arbitration shall pay the fees and expenses of any counsel appearing before the Arbitration Board on behalf of that party.
 - v) The parties to the arbitration shall each pay an equal portion of other costs and expenses incurred by the Arbitration Board in conducting the arbitration.

STAFF DEVELOPMENT

- 46:01 The parties recognize the desirability of ongoing staff development, the purpose of which is to improve services to meet the needs of students and the community.
- 46:02 Educational leave policies and practices shall be as set forth from time to time in the College's Policies and Procedures Manual.

SEXUAL HARASSMENT

- 47:01 The parties recognize that the problem of sexual harassment may exist. However, the parties agree that sexual harassment will not be tolerated in the workplace or in connection with the workplace.

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- 47:02 Where an employee is of the opinion that the employee has been or is being sexually harassed by another employee, the employee may forward a written complaint directly to the College President. The complaint shall be marked "Personal and Confidential".
- 47:03 The College President or designate will endeavour to resolve the matter in an expeditious and confidential manner.
- 47:04 The alleged offender shall be entitled to notice of the complaint and shall be given the opportunity to respond to the complaint.
- 47:05 The College President or designate, after investigating the complaint, shall have the authority to:
- a) dismiss the complaint; or
 - b) determine the appropriate discipline; and/or
 - c) take any action which in the College President's opinion may be necessary.
- 47:06 Where the College President or designate determines that a complaint has been made for frivolous, or vindictive reasons, the College President shall have the authority to:
- a) take disciplinary action against the complainant; and/or
 - b) take any action against the complainant which in the College President's opinion may be necessary.

CIVIL LIABILITY

- 48:01 If an action or proceeding is brought against any employee covered by this Agreement for an alleged tort committed by the employee in the performance of his or her duties, then:
- a) The employee, upon being served with any legal process, or upon receipt of any action or proceeding **as** hereinbefore referred to, being commenced against the employee shall advise the College President of any such notification or legal process;
 - b) The Employer shall pay any damages or costs awarded against any such employee in any such action or proceedings and all legal fees; and/or
 - c) The Employer shall pay any sum required to be paid by such employee in connection with the settlement of any claim made against such employee if such settlement is approved by the College President before the same is finalized; provided the conduct of the employee which gave rise to the action did not constitute gross negligence **of** the employee's duty **as** an employee;

- d) Upon the employee notifying the Employer in accordance with paragraph (a) above, the Employer and the employee shall forthwith meet and appoint counsel that is mutually agreeable to both parties. Should the parties be unable to agree on counsel that is satisfactory to both, then the Employer shall unilaterally appoint counsel. The Employer accepts full responsibility for the conduct of the action and the employee agrees to co-operate fully with appointed counsel.

EMPLOYEE FILES

- 49:01 Upon the written request of an employee, the Employer's personnel file of that employee shall be made available for the employee's full examination. Such examination shall be in the presence of a representative of Human Resources, The employee has the option to have a representative present.
- 49:02 An employee may request a copy of specific documents on the Employer's personnel file of that employee. This provision shall not be unreasonably requested or denied,

LONG TERM DISABILITY INCOME PLAN

- 50:01 The parties agree that the Employer shall provide an employer paid Long Term Disability Income Plan for eligible employees. The regulations governing this plan will be agreed upon in a separate Memorandum of Agreement.

SENIORITY

- 51:01 a) "Seniority" means the length of service with the College as defined in this Article provided such service has not been broken by termination of the employee.
- b) "Seniority" shall also include service with the Province of Manitoba prior to April 1st, 1993 as reflected in the "Transition to Board Governance" Memorandum of Agreement signed by the parties, provided such service has not been broken by termination of the employee.
- 51:02 Seniority for service shall include only the following:
- a) regular paid time
 - b) periods of Workers' Compensation
 - c) periods of maternity leave
 - d) periods of adoptive parent leave
 - e) periods of parental leave
 - f) approved educational leave to a maximum of one year
 - g) any sick leave without pay necessary to satisfy the elimination period of the Long Term Disability Plan

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h) leaves without pay to a maximum accumulation of twenty (20) working days in a calendar year.

51:03 An employee will lose all seniority when the employee:

- a) resigns
- b) retires
- c) is dismissed and not reinstated
- d) dies
- e) is permanently laid-off
- f) **is** terminated at the expiry of the employee's term of employment. However, this subsection does not apply to a term employee who has been employed on a full-time basis for twenty-four (24) continuous months and who is re-employed within twelve (12) months of the expiration of the employee's term of employment.

51:04 A seniority list will be prepared by April 1 by the Employer based on service up to and including December 31 of the previous year. The list will be posted at work locations **as** determined by the Employer.

51:05 Seniority lists will be prepared for the following types of employees by classification groupings in order of seniority:

- a) Regular
- b) Term

51:06 Grievances concerning the calculation of seniority must be filed at Step 2 of the Grievance Procedure within twenty (20) working days of the date the employee became aware of the seniority calculation. Such grievances shall be restricted to the calculation of seniority in the calendar **year** immediately prior to the year in which the seniority list is posted.

AMBULANCE AND HOSPITAL SEMI-PRIVATE PLAN

52:01 The Employer will continue the Ambulance and Hospital Semi-Private Plan (AHSP) in accordance with the following:

- a) premiums will be paid by the Employer;
- b) the plan benefits shall continue **as** currently provided to employees and their dependants;
- c) eligibility requirements will be the same **as** those in effect for the **Dental** Plan.

INSTRUCTOR ACCREDITATION

- 53:01 Each Instructor shall be required to attain the certificate in Adult Education or an equivalent qualification acceptable to the Employer.
- 53:02 Instructors shall complete at least one (1) course toward accreditation each calendar year.
- a) Except where the employee has been assigned instructional responsibilities, Instructors shall complete at least one (1) course toward accreditation each summer during periods of non-instructional assignment. The employee's vacation period shall be reduced by the number of calendar days on which the course is scheduled. No employee will be put in a deficit position with respect to vacation credits as a result of taking these summer courses.
 - b) Subject to approval by the Employer, Instructors may complete one course toward accreditation at other times in the calendar year and such progress toward accreditation shall be deemed to satisfy the intent and requirements of this section.
- 53:03 Subject to an employee's right to grieve, failure to make progress towards accreditation may be viewed as sufficient grounds for denial of an increment or termination of service.

OFF-CAMP ASSIGNMENTS

- 54:01 Where an Instructor is assigned instructional duties and responsibilities off-campus such that the instructor is unable to return to his normal residence at the end of a work day and must therefore reside temporarily in another location, the Instructor shall be provided reasonable notice of such assignment.

SHIFT PREMIUM

- 55:01 An employee who works a shift where half or more of the hours are worked between 6:00 P.M. and 6:00 A.M., shall receive a shift premium of four dollars and eighty cents (\$4.80) for the shift in addition to the employee's regular pay.
- 55:02 An employee required to work a full shift of overtime on his or her day of rest or as a result of a "call out" shall receive the shift premium if half or more of the hours worked are between 6:00 P.M. and 6:00 A.M. An employee shall not receive shift premium for overtime shifts which are contiguous to his or her regular working hours.

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55:03 The shift premium shall not be included in the calculation of overtime payments, superannuation, group insurance, sick leave payments, vacation pay, or any other employee benefits.

STAND-BY

56:01 An employee who has been designated by the Employer or authorized supervisor to be available on stand-by during off duty hours, shall be entitled to payment of seven ¹⁹~~dollars~~ and fifty cents (**\$7.50**) for each twenty-four (**24**) hour period or less of stand-by on a regular working day. For stand-by on a day of rest or on a paid holiday that is not a working day, the payment shall be fifteen dollars (\$15.00) for each twenty-four (**24**) hour period or less.

56:02 To be eligible for stand-by payment, an employee designated for stand-by duty must be available during his or her period of stand-by at a known telephone number and must be available to return for duty **as** quickly **as** possible if called.

56:03 An employee on stand-by who is entitled to overtime compensation and who is called back to work shall be compensated in accordance with call-out provisions in addition to stand-by pay.

56:04 For the purpose of this Article, a twenty-four (**24**) hour period shall be defined **as** the period from **8:00** A.M. of one day to **8:00** A.M. of the following day.

CO-ORDINATORS' ALLOWANCE

57:01 "Co-ordinators" means those instructors who are designated by management **as** Co-ordinators, Department Heads or Senior Instructors and receive an allowance in recognition of duties which may include administration and co-ordination in a department and supervision of other staff.

57:02 Where an instructor **is** designated **as** a Co-ordinator, the Co-ordinator shall be paid the following allowance(s) in addition to his or her basic salary and subject to the following conditions:

- a) An administrative allowance of **\$987** per annum (**\$37.87** bi-weekly);
- b) Where a Co-ordinator is designated to be responsible for the supervision of other staff, a supervisory allowance of **\$149** per annum (**\$5.73** bi-weekly) per staff member supervised, to a maximum of **\$1,793** Per annum (**\$68.76** bi-weekly).

ACTING STATUS

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58:01 Where the Employer directs an employee employed in one position to temporarily take over the duties and responsibilities of some other position having a higher grade of pay, and provided the employee takes over and continues to perform for ten (10) or more consecutive working days the duties and responsibilities of that other position, the employee shall be appointed temporarily to that other position with acting status and shall be paid at the rate of pay for that other position from the date of taking over the duties and responsibilities of that other position until the temporary appointment is revoked; and upon the temporary appointment being revoked shall, unless the employee is appointed or promoted to some other position, revert to his or her original position and be paid at the rate of pay for his or her original position that the employee would be paid if the employee had never held the temporary appointment,

58:02 For purposes of interpretation of this article, "the duties and responsibilities" under this article means the duties and responsibilities that would have been performed by the incumbent during the period in which the incumbent had been replaced.

WEEKEND PREMIUM

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59:01 An employee shall receive fifty cents (50c) per hour for all regular hours of work or portions thereof on a Saturday or Sunday.

59:02 An employee who works overtime will only be eligible for weekend premium if the employee is replacing another employee who would have received the weekend premium if the employee being replaced had worked.

59:03 The weekend premium shall not be included in the calculation of overtime payments, superannuation, group life insurance, sick leave payments, vacation pay, or any other employee benefits.

HOURS OF WORK

60:01 All employees shall come within one (1) of the following categories of hours of work:

- a) Thirty-six and one-quarter (36 1/4) hours of work, Category (A);
- b) Forty (40) hours of work, Category (B)
- c) Instructors, Category (C).

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60:02 All employees within this Agreement shall come within Category (A) except for employees classified in the Instructor Series, who shall be categorized as Category (C) employees, and employees in the following classifications who shall be categorized as Category (B) employees:

- Building Service Supervisor
- Building Service Worker 1-3
- Cook 1-3
- Gardener 1-4
- Nurse 1-3
- Security Officer 1-2
- Service Worker 1-4

60:03 **Category (A)**

a) **Regular Work Day and Regular Work Week**

Employees shall work seven and one-quarter (7 1/4) consecutive hours per work day exclusive of meal periods and thirty-six and one-quarter (36 1/4) hours per work week. Alterations to the foregoing shall only be by written mutual consent of both parties to this Agreement. This provision does not relate to the times of work in Section :03 b), or the days of work in Section :03 c).

b) **Times of Work**

Normal office hours shall be between 8:00 A.M. and 5:00 P.M. Where the necessity to provide service to the public creates a need to set different times of work, the Employer, after meaningful consultation with the M.G.E.U., may set different times of work. This provision does not relate to the work day and work week in Section :03 a), or the days of work in Section :03 c).

c) **Days of Work**

The days of work shall be Monday to Friday inclusive except where it is necessary to provide service to the public on Saturdays, when sufficient staff may be maintained at the discretion of the Employer.

d) **Flexible Hours Guidelines**

The Flexible Hours Guidelines for 'office' employees shall apply for the duration of this Agreement and are attached for informational purposes.

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60:04 **Category (B)**

a) **Regular Work Day and Regular Work Week**

Employees shall work eight (8) consecutive hours in each work day exclusive of meal periods and forty (40) hours in each week.

b) **Times of Work**

- i) The normal hours of work shall be from 8:00 A.M. to 5:00 P.M. Monday to Friday inclusive but where it is necessary to provide service on Saturday, Sunday or a holiday, sufficient staff for that purpose shall be maintained at the discretion of the Employer.

- ii) Where the nature of the work, the exigencies of the service or existing regulations are such that it is not possible to observe the hours prescribed in Section :04 b) i), the Employer may set different hours of work.
- iii) Any variations to a work day or work week other than those described in Section :04 b) i) shall only be instituted with the mutual consent of both the parties hereto.

60:05 Category (C)

Instructional staff are expected to perform the related professional responsibilities of preparation, evaluation, assessment, supervision, consultation, and vocational guidance connected with their instructional function.

- a) Instructors may be assigned contact hours during an eight (8) consecutive hour period between 8:00 A.M. and 6:00 P.M. Monday through Friday. Instructors will be available to students one hour per day at a scheduled location and time. Upon written request, Instructors will be available during non-contact time for other activities related to their instructional function.
- b) A contact hour is a period of sixty (60) minutes or less of assigned instructional responsibilities with a class. Contact hours will be assigned by College Management with the approved time table as authorized by the College President or designate as the official source document.
- c) Notwithstanding Section :05 a), the parties recognize that some instructional programs must be conducted after 6:00 P.M. The parties agree as follows:
 - i) For those instructional programs offered after 6:00 P.M. for which a new Instructor has been specifically hired, the Employer may assign the Instructor hours beyond 6:00 P.M. provided eight (8) consecutive hours is not exceeded.
 - ii) For those non-Evening School programs that traditionally have operated beyond 6:00 P.M., the Employer may assign the Instructor hours beyond 6:00 P.M. provided eight (8) consecutive hours is not exceeded.
 - iii) Where operational requirements require that an Instructor be temporarily assigned hours beyond 6:00 P.M., the Employer, after consultation with the Union, may assign such hours provided eight (8) consecutive hours is not exceeded.
- d) The academic year for Instructors shall be the period September 1 to August 31.
- e) **An** Instructor shall be eligible for payment at overtime rates for all annual contact hours in the current academic year which exceed the specific annual contact hour thresholds of the category of the program(s) to which the employee is assigned:
 - Category A Programs 800 annual contact hours,
 - Category B Programs 1000 annual contact hours.
- f) Department Heads, part-time employees, and employees who are assigned duties in lieu of instruction due to their assignment to special projects, curriculum

development or other non-instructional activities will not be included in the provisions specified in Section :05 e) nor will they be eligible for additional compensation as set out in Section :05 e) for increases to their work load.

- g) An employee who believes he or she has met the requirement specified in Section :05 e) will be required to apply for payment in writing to the Employer.
- h) i) Determination of departments and calculation of totals of annual contact hours are the sole and exclusive responsibility of the Employer.
ii) The Employer shall assign new programs to annual contact hour categories as per Section :05 e), however, prior to making final determination of the program category, the Employer will consult with the Union.
- i) Payment under Section :05 e) will be at a rate of one and one-half times (1 1/2x) the Instructor's hourly rate as set out in the Salary Schedule. Such pay shall not be subject to superannuation or group life insurance deductions, nor will vacation credits accrue.

60:06 Employees will be entitled to two (2) rest periods of fifteen (15) minutes each per day at such time as may be specified by the employee's immediate supervisor.

OVERTIME

61:01 The Employer may require employees to work overtime.

61:02 This Article dealing with compensation for overtime shall apply only to those employees who are in the following classifications:

Accounting Clerk 1, 2	Administrative Officer
Administrative Officer 1	Administrative Secretary 1, 2, 3, 4
Assistant Counsellor Guidance	Building Service Supervisor
Building Service Worker 1, 2, 3	Clerk 1, 2, 3, 4, 5
Clerk-Typist 1, 2, 3	Computer Operator 1, 2, 3, 4
Computer Programmer 1	Cook 1, 2, 3
Duplicating Equipment Operator 1, 2, 3, 4	Educational Assistant 1, 2, 3
Environmental Officer 1	Financial Officer 1, 2
Gardener 1, 2, 3, 4	Illustrator 1, 2, 3
Informational Writer 1	Librarian 1, 2
Library Technician 1, 2, 3	Media Technician 1, 2, 3
Nurse 1, 2, 3	Planning & Program Analyst 1
Psychologist 1	Purchasing Agent 1
Recreation Consultant 1, 2	Research Assistant 1, 2
Residence Counsellor	Security Officer 1,2
Service Worker 1, 2, 3	Statistical Analyst 1
Stores Clerk 1, 2	Storekeeper 1, 2, 3, 4
Switchboard Operator 1, 2, 3	Systems Analyst 1, 2
Word Processor 1, 2, 3, 4, 5, 6	

- 61:03 Every reasonable effort shall be made to ensure that all overtime work is distributed equitably amongst employees who are able to perform the required duties.
- 61:04 An employee who is required to work overtime on his or her regular work day shall receive compensation at time and one-half (1 1/2x) for all overtime worked.
- 61:05 a) An employee in one of the following classifications and who is required to work on his or her first day of rest shall receive compensation at time and one-half (1 1/2x) for all hours worked.
Assistant Counsellor Guidance
Librarian 1, 2
Library Technician 1, 2, 3
Educational Assistant 1, 2, 3
- b) An employee not in one of the classifications listed in :05 a), and who is required to work on his or her first day of rest shall receive compensation at time and one-half (1 1/2x) for the first four (4) hours and double time (2x) thereafter.
- 61:06 An employee who is required to work on his or her second day of rest shall receive compensation at double time (2x) for all time worked. Second in this context means the second day of rest in the employee's work week.
- 61:07 An employee in the classification of Duplicating Equipment Operator 1-4, or Environmental Officer 1, or Psychologist 1, or whose hours of work are determined in Category (B) of Section :01, and who is required to work on his or her day(s) of rest is entitled to compensation at double time (2x) for all time worked.
- 61:08 **An** employee, if called out or scheduled to work additional hours, shall receive for the work a minimum payment equivalent to three (3) hours at the applicable overtime rate provided that the period of overtime worked by the employee is not contiguous to his or her scheduled working hours. **A** meal break shall not be regarded **as** affecting contiguity.
- 61:09 At the employee's option, overtime shall be compensated by paying the employee for all time worked at the applicable rate or by granting the employee equivalent time off in lieu thereof.
- 61:10 All time off in lieu thereof shall be granted at a time mutually agreeable to the employee and the Employer.

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- 61:11 Where an employee has chosen to receive time off in lieu, arrangements in respect thereof shall be completed to the mutual satisfaction of the employee and the Employer within sixty (60) calendar days following the end of the bi-weekly pay period in which the overtime was worked. Where mutual agreement has not been reached within this sixty (60) day period, the employee shall receive payment based on the rate at which he was being paid when the overtime was worked.
- 61:12 Notwithstanding the foregoing provisions, part-time employees will only be entitled to overtime compensation when they are required to work beyond their daily or weekly hours of work as prescribed in Article 60:.
- 61:13 Where, because of the nature of the course and/or at the discretion of the Employer, an Instructor is required to instruct beyond two hundred and ten (210) working days in any one academic year, such Instructor shall be granted equivalent compensatory time off in lieu, or shall be paid for such additional instructional time at his or her normal rate of pay. Such pay shall not be subject to superannuation or group life insurance deductions, nor will vacation credits accrue. An Instructor who is eligible for payment under Article 60: will not be eligible for compensation under this clause.

COMPENSATORY LEAVE

- 62:01 Where an employee not eligible for premium overtime as set out in this Agreement has been designated by his or her supervisor to work overtime, such employee shall accumulate compensatory leave at the rate of one (1) hour for each hour worked.
- 62:02 By mutual agreement between the employee and the Employer, accumulated compensatory leave shall be granted on the basis of either:
- a) equivalent time off without loss of pay; or
 - b) payment at straight time hourly rates.
- 62:03 Time off under Section :02 a) shall be at a time mutually agreeable to the employee and the Employer.
- 62:04 Where arrangements under Section :02 are not made within sixty (60) days from the start of the bi-weekly pay period in which the overtime was worked, the employee shall receive payment at straight time hourly rates based on the rate of pay at which the employee was being compensated when the overtime was worked.
- 62:05 This Article does not apply to Instructors.

62:06 Where an employee in one of the following classifications is called out or scheduled to work overtime, such employee shall receive for the work a minimum of three (3) hours compensatory leave provided that the period of overtime worked is not contiguous to his or her scheduled working hours. A meal break shall not be regarded as affecting contiguity.

Economic Development Consultant 1, 2, 3, 4

Information Writer 2

Media Specialist 1 and 2

Planning and Program Analyst 2, 3, 4

Recreation Consultant 3, 4

Statistical Analyst 2, 3

COURT LEAVE

63:01 An employee who is summoned for jury duty or who receives a summons or subpoena to appear as a witness in a court proceeding, other than a court proceeding occasioned by the employee's private affairs, shall be granted a leave of absence with pay for the required period of absence and all jury or witness fees received by the employee shall be remitted to the Employer.

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DEFERRED SALARY LEAVE PLAN

64:01 The terms and conditions of the Deferred Salary Leave Plan will apply to all employees. Employees may apply to the employer to elect to defer salary to be paid during a period of leave of absence, in accordance with the provisions outlined in the Deferred Salary Leave Plan.

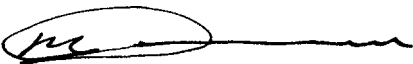
64:02 The implementation of the DSLP will become effective the first bi-weekly pay period following the date of notice of a positive tax ruling from Revenue Canada.

The following representatives of the parties have signed this Agreement on behalf of Red River Community College and the Manitoba Government Employees' Union on this 23rd day of NOVEMBER, 1995.

**ON BEHALF OF THE MANITOBA
GOVERNMENT EMPLOYEES' UNION**




President,
Manitoba Government Employees' Union



Member, Negotiating Committee,
Manitoba Government Employees' Union

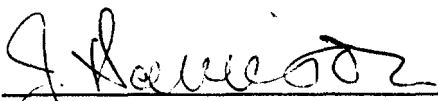


Member, Negotiating Committee,
Manitoba Government Employees' Union



Staff Representative,
Manitoba Government Employees' Union


**ON BEHALF OF RED RIVER
COMMUNITY COLLEGE**



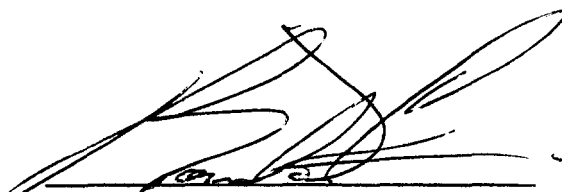
Chairperson, Board of Governors,
Red River Community College



President,
Red River Community College



Director, Human Resource Services,
Red River Community College



Chairperson,
College Negotiating Committee

APPENDIX "A"

EXCLUSIONS FROM THE TERMS OF THE AGREEMENT

The bargaining unit shall comprise all employees as defined in this Agreement except those employees in positions mutually agreed to between the parties as managerial and/or confidential exclusions.

Guidelines to be considered in negotiating exclusions shall be:

1. positions and incumbents employed for the primary purpose of exercising executive management functions;
2. positions and incumbents employed in a confidential capacity in matters relating to labour relations.

The exclusions of incumbents of new positions established by the College shall be determined by mutual agreement unless the position is excluded from the Agreement by a ruling of the Manitoba Labour Board.

POSITIONS EXCLUDED FROM THE AGREEMENT

President
Vice-president, Academic
Dean, Developmental and Continuing Education
Executive Director, Administrative Services
Director, Financial Services
Director, Computer Services
Director, Human Resource Services
Dean, Mechanical, Transportation and Civil Engineering Technology
Dean, Business and Applied *Arts*
Dean, Health, Community Services and Applied Science
Dean, **Electrical/Electronics** and Construction Technology
Dean, Aboriginal Education and Institutional Diversity
Dean, Student Affairs
Director, Library and Program Services
Tri-College Human Resource Consultant
Internal Auditor
Personnel Administrators (2 positions)
Employment **Equity** Coordinator
Executive Assistant to the President
Executive Assistant to the Board of Governors
Secretary to the Director of Human Resource Services

APPENDIX "B"
REMOTENESS ALLOWANCES

- 1:01 Remoteness Allowances shall be paid to employees subject to the eligibility criteria and conditions laid down in this Article.
- 1:02 **Eligibility Claim:** A notarized eligibility claim, in a standard format to be determined by the Employer in accordance with the provisions of the Article for the payment of dependent's or single rate of allowances shall be submitted to the Employer when first requesting the allowance, and renewed not less frequently than annually thereafter, normally prior to the fiscal year or where any change in dependents claimed arises.
- 1:03 **Single or Dependent's Allowance:** Subject to section 1:05, the Single Allowance will be paid to employees that have established a residence and maintain a home in a location designated as a Remote Location and who are eligible for the payment of a Remoteness Allowance. Claims for Dependent's Allowance will be subject to sections 1:04 and 1:05 and to the following criteria and conditions:
- The employee shall be supporting one or more dependents where a dependent includes:
- a marital partner living with and dependent on the employee for main and continuing support;
 - an unmarried child under 18 years of age;
 - an unmarried child over 18 years but under 21 years if in full time attendance at school or university or similar educational institution;
 - an unmarried child of any age if physically incapable or mentally disturbed, provided such a child is dependent on the employee for support.
- 1:04 There is a presumption of marriage evidenced by co-habitation. If a marriage contract is not in existence, a common-law arrangement between the marital partners must have been in existence for at least one year prior to the application for Dependent's rate.
- 1:05 Where both marital partners are employees of the College, Department, Board, Agency or Commission of the Government of Manitoba to which Remoteness Allowances apply, but subject to Section :06 that follows, the Dependent rate shall be paid to one partner only and the other partner will not receive either the Dependent or Single Rate of Remoteness Allowance.
- 1:06 Where both marital partners are employees of the Government of Manitoba in any Department, Board, Agency or Commission or College to which this Agreement or the Civil Service Regulations covering Remoteness Allowances apply, the Dependent rate will be paid to the permanent employee, if the other partner is temporary or departmental, or the first employee to be hired on a permanent basis, otherwise to the first employee hired. Where specially requested by both employees in writing, the Dependent's rate may be divided and equal amounts (to the nearest cent) paid to each employee.

1:07 **Locations and Residence**

The Remoteness Allowance applicable to the location at which the employee has established his or her residence and maintains a family home is normally that which prevails; since the residence would be within normal daily travel distance to the employee's headquarters. Where there is doubt **as** to whether the employee's residence is established in relation to his or her headquarters the location for Remoteness Allowance shall be determined by the Employer.

Where there is no community in relation to which the employee has a residence, for which an allowance can be established, the nearest community to the designated employee's workplace shall be considered to be the location for the allowance.

1:08 **Hourly Rated Personnel & Employees Hired on an "if, as and when" Basis**

Remoteness Allowances are to be determined separately from hourly wage rates. Except for employees hired on an "if, **as** and when" basis, Remoteness Allowances are to be considered on a daily basis, i.e. 1/10th of the bi-weekly rate, up to the maximum amount for the bi-weekly period, for the following conditions:

- a) for each day the employee is at work irrespective of the number of hours worked;
- or
- b) for each day that the employee **is** recognized **as** being on "standby".

In order to qualify for the daily rate, an employee hired on an "**if, as** and when" basis is required to work one-half (1/2) or greater of the normal working hours (i.e. 7 1/4 or 8 hours) in any one day.

1:09 **Limitations**

The Remoteness Allowances for the various communities, for Single or Dependent's **as** indicated, represent a maximum bi-weekly allowance relative to paid employment. They are payable during paid holidays and vacations taken during continued employment, during authorized paid sickness leave during continued employment, and **as** limited in Section :08 above for hourly-rated employees. They are not payable during periods of absence without pay. They are not included **as** part of regular earnings.

1:10 **Rates'**

The bi-weekly Remoteness Allowances relative to each location at Single and Dependent's rate are shown in Section :15 hereto. Communities in an eligible area for which no allowance has been established may be added to the list by mutual agreement of the parties.

1:11 **Geographic Eligibility**

No location will be included for Remoteness Allowance that is 250 Kilometres or less from the centre of the metropolitan area of the City of Winnipeg or the City of Brandon, unless that location is a distance of 65 Kilometres or more by the most direct road to a Provincial Trunk Highway or paved Provincial Road, and the aggregate distance to the highway or paved road and thence to Winnipeg or Brandon totals 200 or more Kilometres. No location having road access and situated south of the 53rd parallel of latitude will be included unless the criterion concerning off-highway access was met.

1:12 **Bunk-houses or Similar Accommodations**

- a) In areas where a Remoteness Allowance has been established, or can be established in relation to a specific community, where employees are provided with living quarters but are not provided board, such employees shall receive twenty-five percent (25%) of the Remoteness Allowance applicable to that community. In lieu of the twenty-five percent (25%) of the Remoteness Allowance, employees in the listed locations will receive the following:

Bissett	\$19.49
God's Lake Narrows	\$41.54
Island Lake	\$40.14
Norway House	\$34.59
- b) Where such employees are to be stationed under such conditions in a remote location on a semi-permanent basis (i.e. for a period of three (3) months or more), they shall receive in addition twenty-five percent (25%) of the Remoteness Allowance applicable to that community.
- c) The rates shall be based on the community closest to the location where accommodation is supplied.
- d) Employees stationed in a remote area who are provided with room and board shall not receive any form of living or Remoteness Allowance.

1:13 **No Duplication of Allowance by Reason of Retroactivity**

Any person hitherto entitled to receive an allowance under provisions replaced hereby, in respect of the period during which those provisions were in force and effect, shall be entitled to receive hereunder only the difference, if any, between what the employee was entitled to receive under those provisions and what the employee is entitled to receive hereunder.

1:14 A full time employee eligible for Remoteness Allowance as provided in this appendix, shall be eligible, in each fiscal year to receive up to a maximum of 2 days travel time without loss of regular pay.

1:15

BI-WEEKLY REMOTENESS ALLOWANCES

<u>LOCATION</u>	<u>DEPENDENTS</u>	<u>SINGLE</u>
Berens River	\$190.65	\$109.30
Bissett	126.46	74.77
Bloodvein River	193.49	111.14
Brochet	227.74	131.13
Churchill	184.10	111.71
Cormorant	107.48	68.55
Cranberry Portage	92.09	58.03
Crane River	113.47	82.45
Cross Lake	204.98	118.49
Dauphin River (Anama Bay)	127.17	90.24
Easterville	94.04	59.37
Flin Flon	79.69	49.58
Gillam	163.76	99.10
God's Lake Narrows	225.88	129.86
God's River	228.80	131.85
Grand Rapids	91.42	56.52
Ilford	244.67	140.05
Island Lake/Garden Hill	210.44	120.21
Jenpeg	149.46	89.34
Lac Brochet	248.17	142.35
Leaf Rapids	126.41	78.45
Little Grand Rapids	202.81	115.01
Lynn Lake	130.55	79.04
Manigotagan	126.46	74.77
Matheson Island	128.92	91.43
Moose Lake	136.52	84.40
Negginan/Poplar Point	193.84	111.48
Nelson House	139.58	85.22
Norway House	182.33	104.25
Oxford House	221.57	126.75
Pikwitonie	178.75	107.05
Pukatawagan	147.29	90.47
Red Sucker Lake	224.71	128.88
St. Therese Point	210.44	120.21
Shamattawa	240.48	139.65
Sherridon	145.57	89.30
Snow Lake	109.36	67.98
South Indian Lake	231.62	133.60
Split Lake	240.99	137.55
Tadoule Lake	251.98	145.05
The Pas	74.79	45.71
Thicket Portage	178.36	106.78
Thompson	119.08	83.65
Wabowden	152.82	104.29
Waterhen	94.41	59.05
York Landing	243.09	141.59

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APPENDIX "C"
APPLICATION OF BENEFITS TO
PART-TIME EMPLOYEES

DEFINITIONS

- 1:01 **"Part-time employee"** means an employee who normally works less than the full normal daily, weekly or monthly hours of work, as the case may be, and whose work follows an ongoing, predetermined schedule of work on a regular and recurring basis.
- 1:02 **"Casual employee"** means an employee who normally works less than the full normal daily, weekly or monthly hours of work, as the case may be, and whose work is irregular, or non-recurring or does not follow an ongoing predetermined schedule of work on a regular and recurring basis.
- 1:03 **"Accumulated service"** means the equivalent length of service acquired by an employee by virtue of his or her employment; eg. for an employee in an 8 hour per day classification: (The figures for 7 1/4 hour per day classifications are shown in brackets.)
8 (7 1/4) hours work equals one day of accumulated service;
40 (36 1/4) hours work equals one week of accumulated service;
80 (72 1/2) hours work equals one bi-weekly pay period of accumulated service;
168 (152 1/4) hours work equals one month of accumulated service;
2016 (1827) hours work equals one year of accumulated service.
a) For purposes of accumulated service, overtime hours are not included.
b) Accumulated service must be continuous service, i.e. there must have been no break in service involving termination of the employee.
- 1:04 **"Calendar service"** is based on continuous service with the Employer. eg. one (1) year of continuous employment equals one (1) year of calendar service.

APPLICATION

- 2:01 The Agreement applies to part-time employees effective the first of the bi-weekly pay period following the attainment of 336 (304 1/2) hours of accumulated service
- 2:02 The Agreement **does** not apply to casual employees.

2:03 The Employer will determine whether an employee is part-time or casual in accordance with Sections :01 and :02. The parties agree to meet in an effort to resolve any problems which may occur as to whether an employee is part-time or casual. The matter may be referred to Labour/Management Committee for resolution. The decision of Labour/Management shall be final.

CONVERSIONS

3:01 A part-time employee who is converted to casual is no longer covered by the collective agreement effective the date of the employee's conversion.

3:02 A casual employee who is converted to part-time status must complete the service requirement set out in Article 2 but receives no credit for calendar or accumulated service as a casual employee.

3:03 Where a part-time employee who has been covered by the collective agreement has been converted to casual employment and is subsequently reconverted to part-time employment with no break in service, the period of casual employment shall be treated as a period of leave of absence. While this does not affect the continuity of employment, the period of casual employment does not count as calendar or accumulated service for purposes of benefit determination.

GENERAL PRINCIPLES

4:01 Where a benefit is to be pro rated for a part-time employee it will be calculated so that if two (2) part-time employees were sharing a full time position the total cost to the Employer of that benefit is no greater than the cost of having the position filled by a full-time employee.

4:02 The factor used in pro-rating a benefit shall be determined by totalling the number of regularly scheduled hours the employee has worked in the preceding eight (8) weeks and dividing by 320 (290); i.e. 8 hours x 8 weeks x 5 days.

$$\text{Pro rating factor} = \frac{\text{number of regularly scheduled hours the employee worked in the preceding eight weeks}}{320 (290)}$$

BENEFITS

5:01 Part-time employees will only be eligible for the benefits specifically identified in this section.

5:02 **Holidays**

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- a) An employee will be eligible for pay for a holiday on which the employee does not work provided the employee:
 - i) did not fail to report for work after having been scheduled to work on the day of the holiday; and
 - ii) has not absented himself from work without the consent of the Employer on his or her regular working day immediately preceding or following the holiday unless the employee's absence is by reason of established illness.
- b) Where an employee is eligible for holiday pay or time in lieu the employee shall receive an amount calculated by multiplying the regular daily working hours for the employee's classification times the pro rating factor.
- c) Where the Employer requires an employee to work a full shift (i.e. seven and one-quarter [7¼] or eight [8] hours) as a regular work day on December 24th when that day falls on Monday through Friday inclusive, such employee shall be entitled to one-half (1/2) day of compensatory leave with pay to a maximum of four (4) hours.

5:03 **Vacation**

- a) Twenty-one (21) days of accumulated service equals one vacation credit. (i.e. 1 1/4, 1 2/3, 2 1/12, or 2 1/2 days).
- b) An employee begins accumulating service on the first day of the month following the date of appointment unless the employee has been appointed on the first of a month.
- c) Long service vacation eligibility is based on calendar service.

5:04 **Sick Leave**

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- a) Ten (10) days of accumulated service equals one sick leave credit (i.e. 1/2 or 1 day)
- b) An employee starts accumulating service on the bi-weekly pay period following the date of appointment unless the employee has been appointed on the first day of a bi-weekly pay period.
- c) Calendar service is used to determine eligibility for receiving sick leave credits at a higher rate (i.e. one (1) day per bi-weekly pay period rather than one-half (1/2) day per bi-weekly pay period).
- d) Part-time employees are not eligible for additional sick leave extensions as provided under Article 26:06 of the Agreement.

5:05 **Compassionate Leave, Paternity Leave, Adoptive Parent Leave, Court Leave**

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- a) These types of paid leave will be pro rated by multiplying the number of days the employee would qualify for by the pro rating factor.
- b) In the case of Adoptive Parent Leave and Parental Leave without pay, an employee is eligible for the full calendar time benefit, i. e. seventeen (17) weeks.

5:06 **Maternity Leave**

- a) Part-time employees are only eligible for Maternity Leave as set out in Plan A of the Agreement.
- b) To qualify for maternity leave, calendar service is used, i.e. nine (9) months.
- c) An employee who qualifies is eligible for the full calendar time leave provided under the Agreement, i.e. twenty (20) weeks.
- d) The application of ten (10) days sick leave towards the U.I.C. waiting period will be calculated by multiplying the number of days accumulated sick leave the employee has (up to ten [10] days) by the pro rating factor.

5:07 **Workers' Compensation**

An employee who is eligible for Workers' Compensation may use accumulated sick leave to supplement Workers' Compensation in accordance with Article 27 - Workers' Compensation.

5:08 **Bridging of Service**

Calendar service shall be the basis for determining eligibility for this benefit, i.e. four (4) years.

5:09 **Severance Pay**

Accumulated service is the basis for meeting the minimum service requirement (i.e. three [3] or nine [9] years) and for the calculation of severance pay eg. ten and one-half (10 1/2) years accumulated service multiplied by one (1) week's pay equals ten and one-half (10 1/2) weeks of severance pay.

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5:10 **Remoteness Allowance**

Refer to the Agreement Appendix" B" Section 1:08.

5:11 **Notice of Lay-Off, Resignation or Termination**

- a) The period of notice required to be given by the employee or the Employer is the same as that applicable to full-time employees.
- b) Pay in lieu of notice shall be calculated by multiplying the number of weeks notice by the pro rating factor.

5:12 **Merit Increases**

Eligibility for merit increases will be based on calendar service provided the employee has received pay for at least 416 (377) hours exclusive of overtime.

5:13 **Overtime**

- a) Daily overtime is only payable when the employee has worked beyond the normal daily hours for that classification, i.e. 8 (or 7 1/4) hours.
- b) Overtime on a day of rest is only payable when an employee has worked at least five (5) days in a week, i.e. a part-time employee only has two (2) "days of rest" per week.
- c) Certain shift configurations may require working more than five (5) days per week without payment of overtime.

5:14 **Shift Premium**

An employee must work an entire 8 (or 7 1/4) hour shift in order to qualify for shift premium.

5:15 **Probation**

- a) The period of probation is based on calendar service.
- b) Notwithstanding any provision of the Agreement, this period may be extended by the Employer for any reason provided twelve (12) months probation is not exceeded.

5:16 **Seniority**

Seniority is based on accumulated service.

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5:17 **Lay-Off**

Accumulated service is used for purposes of lay-off.

5:18 **Dental Plan**

A part-time employee who has met the eligibility criteria for the Dental Plan shall be eligible for single coverage of dental expenses only. No coverage for a spouse or dependants will be provided. For purposes of eligibility determination, accumulated hours are used.

- a) A regular employee requires 1040 (942.5) hours.
- b) A term employee requires 2080 (1885) hours.

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APPENDIX "D"

PRIVATELY-OWNED VEHICLES

ARTICLE 1 - PRIVATELY-OWNED VEHICLES

1:01 Reimbursement Rates

An allowance for the use of a privately-owned vehicle, for travel on College business, when authorized by the Employer, shall be paid in accordance with the location of the employee's residence as follows:

	For Employees Resident	
	<u>South of 53</u>	<u>North of 53</u>
a) Distance up to 10,000 Kilometres (Km) per year	29.8 c/km	33.3 c/km
b) Distance over 10,000 Kilometres (Km) per year	23.4 c/km	26.3 c/km
c) The use of a privately-owned motorcycle, when authorized by the Employer, shall be reimbursed at the following rates:	14.8 c/km	16.6 c/km
d) Distance is that accumulated in the automobile insurance year - March 1st to the end of February.		

1:02 The above allowance covers all costs relative to the operation of the vehicle except bridge, ferry or highway tolls and parking, as authorized, which may be claimed as incurred.

1:03 Residence to Work Locatio!!

Transportation of an employee between his or her residence and headquarters may not be claimed except where the employee has been called back to return to work:

- a) outside of his or her normal hours on his or her regular working day or shift, or
- b) on the employee's day of rest.

1:04 Special Areas

- a) When authorized by the Employer, the use of a privately-owned vehicle for travel on College business in the vicinity of towns which are in those areas covered by Remoteness Allowances and which also do not have road access to a Provincial Trunk Highway, will be paid for at the following rates:

\$15.42/day + 18.9 c/km

- b) Where **this** rate has been authorized, it will be in lieu of the normal rate for use of privately-owned vehicles for travel on College business.

1:05 The official rates throughout this Article are those expressed in kilometres and cents per kilometre (c/km). An employee converting mileage to kilometres for the purpose of filing a claim should multiply the total number of miles at the end of the month or expense claim period by 1.6. The resultant figure should be rounded to the nearest kilometre.

ARTICLE 2 - PRIVATELY OWNED VEHICLES - BUSINESS INSURANCE

2:01 Employees shall be reimbursed for the additional cost of Business Rate insurance above that required for the All Purpose rate, or Pleasure Use rate for a truck, when use of the vehicle will exceed 1,609 kilometres on the Employer's business in the insurance year.

APPENDIX "E"

MEALS AND MISCELLANEOUS EXPENSES

ARTICLE 1 MEALS - ELIGIBILITY FOR CLAIMS

- 1:01 Breakfast - An employee is expected to have had breakfast before the start of the day's work, even though some travel may be necessary before the recognized starting time. Exceptions occur to this pattern and cost of breakfast may be claimed when:
- a) the employee is in travel status; or
 - b) the employee has been travelling for more than one (1) hour on College business before the recognized time for the start of the employee's day's work.

- 1:02 Luncheon - An employee is expected to make arrangements to provide or purchase luncheon, or the mid-day or mid-shift meal. For many employees, either because of lack of facilities in the area of work or for general convenience or economy, luncheon is carried to work rather than purchased. Exceptions to this pattern, when cost of luncheon may be claimed, occur when:
- a) the employee is in travel status; or
 - b) the employee is away from his or her normal place of work and outside the headquarter area which would cause the employee to disrupt his or her normal mid-day or mid-shift meal arrangements.

The inability of the employee to return to his or her home or residence does not constitute grounds for claim for the cost of a purchased meal.

- 1:03 Dinner - An employee may only claim for the cost of a dinner meal when
- a) the employee is in travel status; or
 - b) the employee has been travelling on College business and not expected to arrive back to the employee's residence before 7:30 p.m. were a meal break not taken.
- Any extension of working hours at the normal place of work is covered under Article 3 - Meal Allowances During Overtime Work. No other meal claims except as provided in this Article shall be paid.

ARTICLE 2 - MEAL EXPENSES - TRAVEL WITHIN THE PROVINCE

2:01 An employee who is eligible may claim the actual cost of purchased meals up to the following maximum amounts:

	<u>Individual Meals</u>		
	<u>Breakfast</u>	<u>Luncheon</u>	<u>Dinner</u>
a) In Areas Covered by Remoteness Allowance	\$5.40	\$7.05	\$12.20
b) In All Other Areas	\$4.90	\$6.55	\$11.35

2:02 For each full day in travel status an eligible employee may claim a Per Diem Allowance in lieu of individual meal claims to cover the cost of purchased meals as follows:

	<u>Per Diem Allowance</u>
a) In Areas Covered by Remoteness Allowance	\$24.65
b) In All Other Areas	\$22.80

2:03 Where no overnight accommodation is involved only the appropriate individual expenses under Section 2:01 may be claimed.

2:04 Where a single price or flat rate is charged for meals by the supplier and no other reasonable alternative in the location is available (which may occur in some remote or isolated communities), actual meal expenses exceeding the above maxima may be claimed if supported by a receipt.

ARTICLE 3 - MEAL ALLOWANCES DURING OVERTIME WORK

3:01 **Extension of Working Day**

Where an employee's working day has been extended beyond the standard working day or shift at the normal place of work by EITHER -

- a) at least two (2) hours, exclusive of a dinner or supper break, a meal allowance shall be paid at the following rates:
\$3.25 per day
- b) at least three and a half hours (3 1/2), exclusive of a dinner or supper break, an allowance equivalent to that payable for "Luncheon" in the appropriate area as shown in Article 2 above, shall be paid.

- 3:02 To qualify for the above, employees in the category of office personnel and instructors must have been at work for a total (exclusive of lunch or dinner/supper periods) of not less than:
- a) nine and one-quarter (9 1/4) hours; or
 - b) ten and three-quarters (10 3/4) hours;
- as applicable, on the day for which the allowance is claimed.

3:03 An employee in travel status **is** not entitled to either of the above allowances.

3:04 **Special Emergencies**

Where special circumstances arise (e.g. flood control, fire duties, etc.) and an employee is required to work extended hours in connection with that emergency, with the approval of the Employer, the employee may claim the cost of purchased meals appropriate to the period worked, **as** provided for under Article 2 - Meals Expenses - Travel Within The Province.

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- 4:01 An employee who is in travel status may claim
- a) an incidentals allowance of three dollars (\$3.00) for each night involving commercial accommodation, or
 - b) an incidentals allowance of two dollars (\$2.00) for each night involving non-commercial accommodation.

4:02 The incidentals allowance covers reimbursement for all incidental expenses except **as** provided in Article 5 - Miscellaneous Expenses During Travel.

ARTICLE 5 - MISCELLANEOUS EXPENSES DURING TRAVEL

5:01 **Gratuities**

No gratuities may be claimed. Allowance is made for these in either the individual meal allowances, the per diem allowances, or **as** part of the claim for meals during travel outside the province.

5:02 **Laundry**

- a) Laundry charges must be supported by receipts and may only be claimed where the employee is travelling on College business and overnight away-from-home accommodation is involved for a period in excess of four consecutive nights.
- b) No claim may be made where special reimbursement arrangements have been made, such **as** a weekly or monthly allowance for living costs.

5:03 **Parking**

- a) An employee may claim parking expenses **as** follows:
 - i) short-term parking, when an employee is away from his or her workplace; and
 - ii) overnight parking where it is not provided with accommodation.
- b) Parking at an airport or other transportation terminal will only be allowed where the parking cost and the transportation costs to and from the terminal are less than the normal allowable transportation costs (i.e. limousine, taxi or **bus**, as available).

5:04 **Telephone and Telegram**

- a) Charges for telephone calls and telegrams necessary for business purposes may only be claimed when they are supported by a listing of the person telephoned or telegraphed and the city or town involved.
- b) An employee is entitled to claim the cost of long distance telephone calls up to a maximum of four dollars and fifty cents (\$4.50) for each period-of three (3) consecutive nights that the employee is away from his or her residence on College business and overnight accommodation is involved.

ARTICLE 6 - TRAVEL STATUS - RETURN HOME OVER A WEEKEND

- 6:01 Provided that work schedules permit, an employee in travel status may return home over a weekend and shall be reimbursed travel expenses in an amount not exceeding the cost of maintaining the employee in travel status over the weekend.
- 6:02 If travel is by College vehicle this cost should be evaluated at the per kilometre rate applicable for personal distance travelled for that class of vehicle.

ARTICLE 7 - ACCOMMODATIONS

- 7:01 Employees travelling on College business are entitled to standard hotel room accommodation with a bath when available.
- 7:02 The type, standard and cost of accommodation, and the period for which such costs may be allowed shall, in the opinion of the Employer, be reasonable considering all relevant circumstances.
- 7:03 No accommodation expenses are claimable when the College provides a caboose, trailer or other suitable accommodation.

ARTICLE 8 - DEFINITIONS

8:01 "Travel Status"

Absence of the employee from his or her headquarters area on College business involving travel and accommodation with the approval of the Employer.

8:02 "Headquarters Area"

A metropolitan or urban area of not **less** than twenty-four (**24**) kilometres (15 miles) in diameter;

A patrol area or territory of comparable size to a metropolitan area;

In all other **cases**:

An area twenty-four (**24**) kilometres (15 miles) around the employee's headquarters.

8:03 "Employee's Headquarters"

The workplace where the employee is normally stationed or required to use **as** his or her base of operations on a continuing basis in relation to which the **employee** has established a residence.

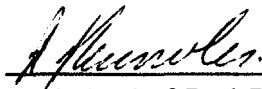
MEMORANDUM OF AGREEMENT

SUBJECT: BENEFIT PLAN SURPLUS WITHDRAWALS

As an element of meeting the College's fiscal framework, the Manitoba Government Employees' Union agrees that the Province's transfer of assets from the Public Servants Accidental Death and Disablement Plan (AD & D), the Ambulance Hospital Semi-Private Plan (AHSP) and the Public Servants Group Insurance Plan includes the Colleges' Benefit Plan surplus.



On behalf of the Manitoba
Government Employees' Union



On behalf of Red River
Community College

Date: Nov. 23rd, 1995

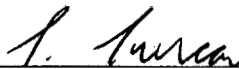
MEMORANDUM OF AGREEMENT

SUBJECT: OVERTIME AND COMPENSATORY LEAVE

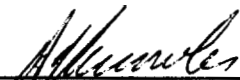
- :01 This' Article shall apply to all overtime worked by employees save and except those employees classified in the instructor series, and shall include overtime worked at premium rates (i.e. time and one-half and double time) and at straight time rates as provided in the Compensatory Leave articles for employees not eligible for premium overtime. Where the term "overtime" is used in ~~this~~ Article it refers to both overtime and compensatory leave.
- :02 The existing component provisions on overtime will apply to all overtime credits earned up to forty **(40)** hours per fiscal year. (Note: Twenty (20) hours overtime worked at double time (**2X**) equals forty (40) overtime credits.
- :03 For any overtime credits earned beyond forty **(40)** hours in the fiscal year the following provisions of this Article will apply.
- :04 All overtime worked by employees shall be banked. *y/l*
- :05 The employer shall consult with the employee in an effort to reach agreement on whether **the** employee will be granted pay or **time off in lieu** for **banked overtime**.
- :06 Where agreement is not reached, the employer shall determine whether pay or time off will be granted.
- :07 Where banked time is to be taken, the employer shall consult with the employee in an effort to reach agreement on when the time off is to be taken.
- :08 Where agreement is not reached, the employer shall determine when the time off is to be taken.
- :09 Where the employer determines when the time off is to be taken under Section :08, the employee will receive forty-eight **(48)** hours notice of the time off and the following conditions shall apply:
- a) the minimum period of time off will be five **(5)** days provided the employee has sufficient banked time available. In order to meet the five **(5)** day requirement, time off in lieu of overtime may be combined with holiday and/or vacation time;
 - b) where the employee has less than five **(5)** days banked, then these days may be scheduled by the employer.

:10 Nothing in Section :09 restricts the employer and employee from agreeing to alternative arrangements.

:11 This Article is effective November 23, 1995 and applies to all overtime worked on and after that date. No recovery **will** be made for any overtime cashed out prior to the date **of** signing **of** the agreement or where an agreement has been reached as of that date between an employee and the employer on cashing out the overtime.



On behalf of the Manitoba
Government Employees' Union



On behalf of Red River
Community College

Date: Nov. 23rd 1995

MEMORANDUM OF AGREEMENT

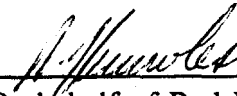
SUBJECT: SHIFT SCHEDULES

The parties hereto agree to the following terms and conditions with respect to the changing of a regularly scheduled employee's posted shift by the employer.

- 1) Where changes are necessary in a regularly scheduled posted shift, every reasonable effort will be made to provide at least twenty-four (24) hours notice.
- 2) Except **as** set out in (1), where an employee does not receive at least twenty-four (24) hours' notice **of** a change to the employee's regularly scheduled posted shift, the employee shall be paid at time and one-half (**1 1/2x**) for all hours worked for the first shift which varies from the employee's posted schedule. Such payment shall apply only to the first shift which varies from the posted schedule.
- 3) This memorandum does not apply to employees assigned to relief shift or changes to shift schedules due to:
 - a) sick leave;
 - b) emergency situations.



On behalf of the Manitoba
Government Employees' Union



On behalf of Red River
Community College

Date: Nov. 23rd 1995

MEMORANDUM OF AGREEMENT

SUBJECT: JOINT EMPLOYEE ASSISTANCE PROGRAM

The Employer agrees that employees covered by this Agreement will continue to have access to the Joint Employee Assistance Program during the life of this Agreement.

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A. Turcotte
On behalf of the Manitoba
Government Employees' Union


A. Howells
On behalf of Red River
Community College

Date: *Nov. 23rd 1995*

MEMORANDUM OF AGREEMENT

SUBJECT: VACATION YEAR

The Manitoba Government Employees' **Union** and the Employer agree to meet during the life of this Agreement to discuss the conversion of **the** vacation year to coincide with the College fiscal year (i.e. July 1 to June 30)



On behalf of the Manitoba
Government Employees' Union



On behalf of Red River
Community College

Date: Nov. 23rd 1995

MEMORANDUM OF UNDERSTANDING

SUBJECT: DENTAL PLAN

The parties agree to change the existing Dental Plan in accordance with the following:

- 1) Effective the first of the month following the date of signing of the Agreement, and limited to dental work performed on and after that date, the basis for payment for covered services shall be changed from the 1994 Manitoba Dental Association Fee Schedule to the 1995 Manitoba Dental Association Fee Schedule.
- 2) The frequency of examinations covered under the Dental Plan shall be adjusted as necessary to fund the cost associated with the change in the Fee Schedule but in no case shall the frequency of covered examinations be less than once per calendar year.
- 3) For the purpose of determining the adjustment that will be required in the frequency of examinations, a Committee consisting of one representative of the Manitoba Government Employees' Union and one representative of the Civil Service Commission shall meet with the Dental Plan Carrier and agree on the appropriate adjustment. The effective date of adjustment will be in accordance with (1).

A. Turman

On behalf of the Manitoba
Government Employees' Union

B. Hovvold

On behalf of Red River
Community College

Date: Nov. 23rd 1995

MANITOBA DUMS GREEN

SUBJECT: SWITCHBOARD OPERATORS

It is agreed that Switchboard Operators shall, where necessary, be assigned shift duties to cover operations up to twenty-four (24) hours per day and seven (7) days per week.

A. Turcotte
On behalf of the Manitoba
Government Employees' Union

A. Wood
On behalf of Red River
Community College

Date: Nov. 23rd 1995

MEMORANDUM OF UNDERSTANDING

SUBJECT: MATERNITY LEAVE

The parties agree that for and in consideration of the Maternity Leave provisions negotiated into this Agreement, the Manitoba Government Employees' Union hereby agrees not to process to arbitration any grievances respecting the utilization of accumulated sick leave credits to cover part or all of an employee's maternity leave.



On behalf of the Manitoba
Government Employees' Union



On behalf of Red River
Community College

Date: Nov. 23rd, 1995

MEMORANDUM

**SUBJECT: COMPASSIONATE LEAVE
ARTICLE 28:06**

For purposes of the administration of Article 28:06 and Article 26 - Sick Leave, the parties hereto agree as follows:

- 1) Any leave which may be granted to an employee under Article 28:06 will be deducted from the employee's sick leave credits in the following sequence:
 - a) sick leave credits accumulated in previous years,
 - b) subject to paragraph 2), sick leave credits accumulated in the current year;
 - c) subject to paragraph 2), sick leave credits advanced to an employee pursuant to Article 26:10.

- 2) An employee's sick leave accumulation will not be reduced to less than twelve (12) days per year as a result of the application of Article 28:06 of this Agreement.

A. Turcan
On behalf of the Manitoba
Government Employees' Union

A. Turcan
On behalf of Red River
Community College

Date: Nov. 23rd 1995

MEMORANDUM OF AGREEMENT

SUBJECT: RE-EMPLOYMENT LIST - INSTRUCTORS

In the staffing of evening instructional positions not covered by this Collective Agreement, the College will give first consideration to instructors on the College's re-employment list subject to the requirement that the Instructor must have the qualifications and ability to perform the duties which the evening instructor will be required to perform.

The acceptance of such position by an Instructor on the College's re-employment list will not affect that Instructor's status on the re-employment list.



On behalf of the Manitoba
Government Employees' Union



On behalf of Red River
Community College


Date: Nov. 23rd 1995

LETTER OF INTENT

SUBJECT: JOB SHARING

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- 1) Job sharing is an alternative work arrangement whereby the duties and responsibilities of a full-time position may be restructured in a manner that would accommodate the employment of two (2) or more employees on a part-time basis.
- 2) The Employer will endeavour to inform the Union of existing job share situations within the bargaining unit within sixty (60) days of the signing of this Agreement.
- 3) The Employer will inform the Union of any new job share arrangements within the bargaining unit at the time the job share is initiated.


On behalf of Red River
Community College

Nov. 23rd 1995
Date

LETTER OF INTENT

SUBJECT: PARKING RATES

The Employer confirms that the rates for employee parking will not be altered during the life of this Agreement.



On behalf of Red River
Community College

Date: Nov. 23rd, 1995

LETTER OF INTENT

SUBJECT: ARTICLE 18:02

The requirement to be present at **work** on the effective date of resignation may be waived by the Employer in instances where an Instructor's notice of resignation period overlaps his or her annual scheduled vacation.

On behalf of Red River
Community College

Date: Nov. 23rd 1995

SUBJECT: FLEXIBLE HOURS GUIDELINES

A division or branch within the College may, subject to the approval of the Employer, determine the most suitable arrangements of hours of work for "office" employees in accordance with the following guidelines:

- a) The office must remain open during the hours 8:30 a.m. to 4:30 p.m. with an extension to 5:00 p.m. where it is deemed necessary to provide service to the public.
- b) Variations in employees' hours of work may occur **as** a result of staggered starting or finishing times or an alteration in the time allowed for lunch.
- c) The earliest starting time is 7:30 a.m., the latest finishing time is 6:00 p.m. and the minimum allowable lunch period is forty-five **(45)** minutes.
- d) Varied starting or finishing times must comprise a minimum of thirty (30) minutes prior to or after established office hours.
- e) Service to the public must not be downgraded by the change in hours.
- f) Employees must work seven and one-quarter **(7 $\frac{1}{4}$)** hours per work day and thirty-six and one-quarter **(36 $\frac{1}{4}$)** hours per week exclusive of lunch periods.
- g) All employees must be present at work during a core period of 10:00 a.m. to 3:00 p.m., less lunch periods.
- h) The normal work week continues to be Monday to Friday inclusive.

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EFFECTIVE NOVEMBER 23, 1995 TO JUNE 21, 1996

ACCOUNTING CLERK SERIES

ACCOUNTING CLERK 1	27877	28634	29390	30166	31036	31906
	1068.65	1097.65	1126.65	1156.38	1189.73	1223.08
	14.74	15.14	15.54	15.95	16.41	16.87
ACCOUNTING CLERK 2	31963	32870	33740	34648	35632	36691
	1225.25	1260.05	1293.40	1328.20	1365.90	1406.50
	16.90	17.38	17.84	18.32	18.84	19.40

ADMINISTRATIVE ANALYST	38942	40587	42157	43727	45391	47207	49041
	1492.78	1555.85	1616.03	1676.20	1740.00	1809.60	1879.93
	20.59	21.46	22.29	23.12	24.00	24.96	25.93

ADMINISTRATIVE OFFICER SERIES

ADMINISTRATIVE OFFICER	32000	32908	33892	34951	35991	37107	
	1226.70	1261.50	1299.20	1339.80	1379.68	1422.45	
	16.92	17.40	17.92	18.48	19.03	19.62	
ADMINISTRATIVE OFFICER 1	31452	32606	33740	34970	36294	37599	
	1205.68	1249.90	1293.40	1340.53	1391.28	1441.30	
	16.63	17.24	17.84	18.49	19.19	19.88	
ADMINISTRATIVE OFFICER 2	35613	36937	38242	39660	41136	42667	
	1365.18	1415.93	1465.95	1520.33	1576.88	1635.60	
	18.83	19.53	20.22	20.97	21.75	22.56	
ADMINISTRATIVE OFFICER 3	37580	38942	40379	41892	43537	45202	46923
	1440.58	1492.78	1547.88	1605.88	1668.95	1732.75	1798.73
	19.87	20.59	21.35	22.15	23.02	23.90	24.81
ADMINISTRATIVE OFFICER 4	42800	44407	46034	47812	49722	51670	53807
	1640.68	1702.30	1764.65	1832.80	1906.03	1980.70	2062.63
	22.63	23.48	24.34	25.28	26.29	27.32	28.45

ADMINISTRATIVE SECRETARY SERIES

ADMINISTRATIVE SECRETARY 1	20861	21333	21920	22525	23149	
	799.68	817.80	840.28	863.48	887.40	
	11.03	11.28	11.59	11.91	12.24	
ADMINISTRATIVE SECRETARY 2	23603	24133	24757	25381	26100	26780
	904.80	925.10	949.03	972.95	1000.50	1026.60
	12.48	12.76	13.09	13.42	13.80	14.16
ADMINISTRATIVE SECRETARY 3	26970	27669	28445	29201	29996	30847
	1033.85	1060.68	1090.40	1119.40	1149.85	1182.48
	14.26	14.63	15.04	15.44	15.86	16.31
ADMINISTRATIVE SECRETARY 4	30279	31055	31849	32663	33589	34440
	1160.73	1190.45	1220.90	1252.08	1287.60	1320.23
	16.01	16.42	16.84	17.27	17.76	18.21

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EFFECTIVE NOVEMBER 23, 1995 TO JUNE 21, 1996

ASSISTANT DIRECTOR	49722	51670	53807	56058	58441	60937
INFORMATION SERVICES	1906.03	1980.70	2062.63	2148.90	2240.25	2335.95
	26.29	27.32	28.45	29.64	30.90	32.22

ASSISTANT GUIDANCE	29920	30998	32019	33173	34346	35594	36918
COUNSELLOR	1146.95	1188.28	1227.43	1271.65	1316.60	1364.45	1415.20
	15.82	16.39	16.93	17.54	18.16	18.82	19.52
	38317	39698	41249				
	1468.85	1521.78	1581.23				
	20.26	20.99	21.81				

ASSISTANT PRINCIPAL	46034	47812	49722	51670	53807	56058	58441
EDUCATION	1764.65	1832.80	1906.03	1980.70	2062.63	2148.90	2240.25
	24.34	25.28	26.29	27.32	28.45	29.64	30.90

BUILDING SERVICE	28007	28946	29968	30949	31972	33161
SUPERVISOR	1073.60	1109.60	1148.80	1186.40	1225.60	1271.20
	13.42	13.87	14.36	14.83	15.32	15.89

BUILDING SERVICE WORKER SERIES

BUILDING SERVICE	22246	22935	23624	24375	25168	25961
WORKER 1	852.80	879.20	905.60	934.40	964.80	995.20
	10.66	10.99	11.32	11.68	12.06	12.44

BUILDING SERVICE	22935	23624	24375	25168	25961	26921
WORKER 2	879.20	905.60	934.40	964.80	995.20	1032.00
	10.99	11.32	11.68	12.06	12.44	12.90

BUILDING SERVICE	24000	24772	25586	26400	27276	28236
WORKER 3	920.00	949.60	980.80	1012.00	1045.60	1082.40
	11.50	11.87	12.26	12.65	13.07	13.53

CHAIRPERSON	46261	48058	49911	51916	54072	56360	58838
	1773.35	1842.23	1913.28	1990.13	2072.78	2160.50	2255.48
	24.46	25.41	26.39	27.45	28.59	29.80	31.11

CLERK SERIES

CLERK 1	18799	19329	19839	20407
	720.65	740.95	760.53	782.28
	9.94	10.22	10.49	10.79

CLERK 2	22260	22809	23395	24038	24662	25381
	853.33	874.35	896.83	921.48	945.40	972.95
	11.77	12.06	12.37	12.71	13.04	13.42

EFFECTIVE NOVEMBER 23, 1995 TO JUNE 21, 1996

CLERK SERIES (Continued)

CLERK 3	27045	27726	28483	29258	30053	30998
	1036.75	1062.85	1091.85	1121.58	1152.03	1188.28
	14.30	14.66	15.06	15.47	15.89	16.39
CLERK 4	31717	32511	33362	34251	35159	36123
	1215.83	1246.28	1278.90	1312.98	1347.78	1384.75
	16.77	17.19	17.64	18.11	18.59	19.10
CLERK 5	32000	32908	33892	34951	35991	37107
	1226.70	1261.50	1299.20	1339.80	1379.68	1422.45
	16.92	17.40	17.92	18.48	19.03	19.62

CLERK-TYPIST SERIES

CLERK-TYPIST 1	20199	20728	21201	21806	22412	
	774.30	794.60	812.73	835.93	859.13	
	10.68	10.96	11.21	11.53	11.85	
CLERK-TYPIST 2	22260	22809	23395	24038	24662	25381
	853.33	874.35	896.83	921.48	945.40	972.95
	11.77	12.06	12.37	12.71	13.04	13.42
CLERK-TYPIST 3	26232	26951	27632	28407	29163	29977
	1005.58	1033.13	1059.23	1088.95	1117.95	1149.13
	13.87	14.25	14.61	15.02	15.42	15.85

COMPUTER OPERATOR SERIES

COMPUTER OPERATOR 1	25400	26119	26799	27575	28350	29183
	973.68	1001.23	1027.33	1057.05	1086.78	1118.68
	13.43	13.81	14.17	14.58	14.99	15.43
COMPUTER OPERATOR 2	31206	32038	32927	33892	34856	35878
	1196.25	1228.15	1262.23	1299.20	1336.18	1375.33
	16.50	16.94	17.41	17.92	18.43	18.97
COMPUTER OPERATOR 3	31339	32303	33400	34421	35556	36729
	1201.33	1238.30	1280.35	1319.50	1363.00	1407.95
	16.57	17.08	17.66	18.20	18.80	19.42
COMPUTER OPERATOR 4	31452	32606	33740	34970	36294	37599
	1205.68	1249.90	1293.40	1340.53	1391.28	1441.30
	16.63	17.24	17.84	18.49	19.19	19.88

COMPUTER PROGRAMMER SERIES

COMPUTER PROGRAMMER 1	29920	30998	32019	33173	34346	35594	36918
	1146.95	1188.28	1227.43	1271.65	1316.60	1364.45	1415.20
	15.82	16.39	16.93	17.54	18.16	18.82	19.52
	38317	39698	41249				
	1468.85	1521.78	1581.23				
	20.26	20.99	21.81				

EFFECTIVE NOVEMBER 23, 1995 TO JUNE 21, 1996

COMPUTER PROGRAMMER SERIES (Continued)

COMPUTER PROGRAMMER 2A	35027 1342.70 18.52	36256 1389.83 19.17	37580 1440.58 19.87	38942 1492.78 20.59	40379 1547.88 21.35	41892 1605.88 22.15	43537 1668.95 23.02
	45202 1732.75 23.90	46923 1798.73 24.81					
COMPUTER PROGRAMMER 2B	40587 1555.85 21.46	42157 1616.03 22.29	43727 1676.20 23.12	45391 1740.00 24.00	47207 1809.60 24.96	49041 1879.93 25.93	51008 1955.33 26.97
COMPUTER PROGRAMMER 3	42800 1640.68 22.63	44407 1702.30 23.48	46034 1764.65 24.34	47812 1832.80 25.28	49722 1906.03 26.29	51670 1980.70 27.32	53807 2062.63 28.45
COMPUTER PROGRAMMER 4	44407 1702.30 23.48	46034 1764.65 24.34	47812 1832.80 25.28	49722 1906.03 26.29	51670 1980.70 27.32	53807 2062.63 28.45	56058 2148.90 29.64
COMPUTER PROGRAMMER 5	47812 1832.80 25.28	49722 1906.03 26.29	51670 1980.70 27.32	53807 2062.63 28.45	56058 2148.90 29.64	58441 2240.25 30.90	60937 2335.95 32.22

CONSULTANT SPECIAL EDUCATION	44407 1702.30 23.48	46034 1764.65 24.34	47812 1832.80 25.28	49722 1906.03 26.29	51670 1980.70 27.32	53807 2062.63 28.45	56058 2148.90 29.64
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COOK SERIES

COOK 1	25878 992.00 12.40	26587 1018.40 12.73	27234 1044.00 13.05	28007 1073.60 13.42	28820 1104.80 13.81	29697 1138.40 14.23
COOK 2	28612 1096.80 13.71	29342 1124.80 14.06	30093 1153.60 14.42	30907 1184.80 14.81	31763 1217.60 15.22	32640 1251.20 15.64
COOK 3	30720 1177.60 14.72	31471 1206.40 15.08	32285 1237.60 15.47	33140 1270.40 15.88	34017 1304.00 16.30	34935 1339.20 16.74

CURRICULUM CONSULT	46034 1764.65 24.34	47812 1832.80 25.28	49722 1906.03 26.29	51670 1980.70 27.32	53807 2062.63 28.45	56058 2148.90 29.64	58441 2240.25 30.90
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DUPLICATING EQUIPMENT OPERATOR SERIES

DUPLICATING EQUIPMENT OPERATOR 1	20407 782.28 10.79	20993 804.75 11.10	21636 829.40 11.44	22260 853.33 11.77	22979 880.88 12.15	23641 906.25 12.50
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EFFECTIVE NOVEMBER 23, 1995 TO JUNE 21, 1996

DUPLICATING EQUIPMENT OPERATOR SERIES (Continued)

DUPLICATING EQUIPMENT OPERATOR 2	23263 891.75 12.30	24019 920.75 12.70	24757 949.03 13.09	25570 980.20 13.52	26478 1015.00 14.00	27329 1047.63 14.45
DUPLICATING EQUIPMENT OPERATOR 3	28029 1074.45 14.82	28937 1109.25 15.30	29920 1146.95 15.82	30998 1188.28 16.39	32019 1227.43 16.93	33173 1271.65 17.54
DUPLICATING EQUIPMENT OPERATOR 4	30431 1166.53 16.09	31452 1205.68 16.63	32606 1249.90 17.24	33740 1293.40 17.84	34970 1340.53 18.49	36294 1391.28 19.19

ECONOMIC DEVELOPMENT CONSULTANT SERIES

ECONOMIC DEVELOPMENT CONSULTANT 1	33816 1296.30 17.88	35027 1342.70 18.52	36256 1389.83 19.17	37580 1440.58 19.87	38942 1492.78 20.59	40379 1547.88 21.35	41892 1605.88 22.15
ECONOMIC DEVELOPMENT CONSULTANT 2	42800 1640.68 22.63	44407 1702.30 23.48	46034 1764.65 24.34	47812 1832.80 25.28	49722 1906.03 26.29	51670 1980.70 27.32	53807 2062.63 28.45
ECONOMIC DEVELOPMENT CONSULTANT 3	46034 1764.65 24.34	47812 1832.80 25.28	49722 1906.03 26.29	51670 1980.70 27.32	53807 2062.63 28.45	56058 2148.90 29.64	58441 2240.25 30.90
ECONOMIC DEVELOPMENT CONSULTANT 4	49722 1906.03 26.29	51670 1980.70 27.32	53807 2062.63 28.45	56058 2148.90 29.64	58441 2240.25 30.90	60937 2335.95 32.22	63604 2438.18 33.63
	66347 2543.30 35.08						

EDUCATION ADMINISTRATION CONSULTANT	47812 1832.80 25.28	49722 1906.03 26.29	51670 1980.70 27.32	53807 2062.63 28.45	56058 2148.90 29.64	58441 2240.25 30.90	60937 2335.95 32.22
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EDUCATIONAL ASSISTANT SERIES

EDUCATIONAL ASSISTANT 1	25910 993.25 13.70	26705 1023.70 14.12	27594 1057.78 14.59	28502 1092.58 15.07	29447 1128.83 15.57	30431 1166.53 16.09
EDUCATIONAL ASSISTANT 2	28937 1109.25 15.30	29920 1146.95 15.82	30998 1188.28 16.39	32019 1227.43 16.93	33173 1271.65 17.54	34346 1316.60 18.16
EDUCATIONAL ASSISTANT 3	30431 1166.53 16.09	31452 1205.68 16.63	32606 1249.90 17.24	33740 1293.40 17.84	34970 1340.53 18.49	36294 1391.28 19.19

EFFECTIVE NOVEMBER 23, 1995 TO JUNE 21, 1996

EDUCATIONAL DEVELOPMENT OFFICER	40587 1555.85 21.46	42157 1616.03 22.29	43727 1676.20 23.12	45391 1740.00 24.00	47207 1809.60 24.96	49041 1879.93 25.93	51008 1955.33 26.97
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EDUCATION CONSULTANT	38942 1492.78 20.59	40587 1555.85 21.46	42157 1616.03 22.29	43727 1676.20 23.12	45391 1740.00 24.00	47207 1809.60 24.96	49041 1879.93 25.93
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ENVIRONMENTAL OFFICER SERIES

ENVIRONMENTAL OFFICER 1	28464 1091.13 15.05	29447 1128.83 15.57	30431 1166.53 16.09	31452 1205.68 16.63	32606 1249.90 17.24	33740 1293.40 17.84	34970 1340.53 18.49
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	36256 1389.83 19.17	37618 1442.03 19.89
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ENVIRONMENTAL OFFICER 2	32606 1249.90 17.24	33740 1293.40 17.84	34970 1340.53 18.49	36256 1389.83 19.17	37561 1439.85 19.86	38942 1492.78 20.59	40379 1547.88 21.35
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	41892 1605.88 22.15	43519 1668.23 23.01
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ENVIRONMENTAL OFFICER 3	37561 1439.85 19.86	38942 1492.78 20.59	40587 1555.85 21.46	42157 1616.03 22.29	43727 1676.20 23.12	45391 1740.00 24.00	47207 1809.60 24.96
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	49041 1879.93 25.93	51008 1955.33 26.97
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ENVIRONMENTAL OFFICER 4	38942 1492.78 20.59	40587 1555.85 21.46	42157 1616.03 22.29	43727 1676.20 23.12	45391 1740.00 24.00	47207 1809.60 24.96	49041 1879.93 25.93
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	51008 1955.33 26.97	53145 2037.25 28.10
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ENVIRONMENTAL OFFICER 5	42800 1640.68 22.63	44407 1702.30 23.48	46034 1764.65 24.34	47812 1832.80 25.28	49722 1906.03 26.29	51670 1980.70 27.32	53807 2062.63 28.45
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	56058 2148.90 29.64	58441 2240.25 30.90
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FINANCIAL OFFICER SERIES

FINANCIAL OFFICER 1	31452 1205.68 16.63	32606 1249.90 17.24	33740 1293.40 17.84	34970 1340.53 18.49	36294 1391.28 19.19	37599 1441.30 19.88
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EFFECTIVE NOVEMBER 23, 1995 TO JUNE 21, 1996

FINANCIAL OFFICER SERIES (Continued)

FINANCIAL OFFICER 2	32606	33740	34970	36294	37599	39036	
	1249.90	1293.40	1340.53	1391.28	1441.30	1496.40	
	17.24	17.84	18.49	19.19	19.88	20.64	
FINANCIAL OFFICER 3	36937	38242	39660	41136	42667	44351	
	1415.93	1465.95	1520.33	1576.88	1635.60	1700.13	
	19.53	20.22	20.97	21.75	22.56	23.45	
FINANCIAL OFFICER 4	40587	42157	43727	45391	47207	49041	
	1555.85	1616.03	1676.20	1740.00	1809.60	1879.93	
	21.46	22.29	23.12	24.00	24.96	25.93	
FINANCIAL OFFICER 5	42270	43859	45580	47377	49268	51235	54072
	1620.38	1681.28	1747.25	1816.13	1888.63	1964.03	2072.78
	22.35	23.19	24.10	25.05	26.05	27.09	28.59

GARDENER SERIES

GARDENER 1	25085	25899	26733	27610	28466	29426	
	961.60	992.80	1024.80	1058.40	1091.20	1128.00	
	12.02	12.41	12.81	13.23	13.64	14.10	
GARDENER 2	25899	26733	27610	28466	29426	30427	
	992.80	1024.80	1058.40	1091.20	1128.00	1166.40	
	12.41	12.81	13.23	13.64	14.10	14.58	
GARDENER 3	27610	28466	29426	30427	31533	32619	
	1058.40	1091.20	1128.00	1166.40	1208.80	1250.40	
	13.23	13.64	14.10	14.58	15.11	15.63	
GARDENER 4	34330	35624	36897	38274	39735	41217	
	1316.00	1365.60	1414.40	1467.20	1523.20	1580.00	
	16.45	17.07	17.68	18.34	19.04	19.75	

GUIDANCE OFFICER	38942	40587	42157	43727	45391	47207	49041
	1492.78	1555.85	1616.03	1676.20	1740.00	1809.60	1879.93
	20.59	21.46	22.29	23.12	24.00	24.96	25.93

ILLUSTRATOR SERIES

ILLUSTRATOR 1	25910	26705	27594	28502	29447	30431	
	993.25	1023.70	1057.78	1092.58	1128.83	1166.53	
	13.70	14.12	14.59	15.07	15.57	16.09	
ILLUSTRATOR 2	30431	31452	32606	33740	34970	36294	
	1166.53	1205.68	1249.90	1293.40	1340.53	1391.28	
	16.09	16.63	17.24	17.84	18.49	19.19	
ILLUSTRATOR 3	32606	33740	34970	36294	37599	39036	
	1249.90	1293.40	1340.53	1391.28	1441.30	1496.40	
	17.24	17.84	18.49	19.19	19.88	20.64	

EFFECTIVE NOVEMBER 23, 1995 TO JUNE 21, 1996

INFORMATION WRITER SERIES

INFORMATION WRITER 1	28937	29920	30998	32019	33173	34346	
	1109.25	1146.95	1188.28	1227.43	1271.65	1316.60	
	15.30	15.82	16.39	16.93	17.54	18.16	
INFORMATION WRITER 2	36937	38242	39660	41136	42667	44351	
	1415.93	1465.95	1520.33	1576.88	1635.60	1700.13	
	19.53	20.22	20.97	21.75	22.56	23.45	

INSTRUCTOR SERIES

INSTRUCTOR A	30998	32019	33173				
	1188.28	1227.43	1271.65				
	16.39	16.93	17.54				
INSTRUCTOR ABE	32681	33816	35027	36256	37580	38942	40379
	1252.80	1296.30	1342.70	1389.83	1440.58	1492.78	1547.88
	17.28	17.88	18.52	19.17	19.87	20.59	21.35
	41892	43537	45202	46923			
	1605.88	1668.95	1732.75	1798.73			
	22.15	23.02	23.90	24.81			
INSTRUCTOR B	35027	36256	37580	38942	40379	41892	43537
	1342.70	1389.83	1440.58	1492.78	1547.88	1605.88	1668.95
	18.52	19.17	19.87	20.59	21.35	22.15	23.02
	45202	46923					
	1732.75	1798.73					
	23.90	24.81					
INSTRUCTOR C	35027	36256	37580	38942	40379	41892	43537
	1342.70	1389.83	1440.58	1492.78	1547.88	1605.88	1668.95
	18.52	19.17	19.87	20.59	21.35	22.15	23.02
	45202	46923	48757	50687			
	1732.75	1798.73	1869.05	1943.00			
	23.90	24.81	25.78	26.80			

LIBRARIAN SERIES

LIBRARIAN 1	29920	30998	32019	33173	34346	35594	
	1146.95	1188.28	1227.43	1271.65	1316.60	1364.45	
	15.82	16.39	16.93	17.54	18.16	18.82	
LIBRARIAN 2	33173	34346	35594	36918	38317	39698	41249
	1271.65	1316.60	1364.45	1415.20	1468.85	1521.78	1581.23
	17.54	18.16	18.82	19.52	20.26	20.99	21.81
LIBRARIAN 3	36918	38317	39698	41249	43254	45277	
	1415.20	1468.85	1521.78	1581.23	1658.08	1735.65	
	19.52	20.26	20.99	21.81	22.87	23.94	

EFFECTIVE NOVEMBER 23, 1995 TO JUNE 21, 1996

LIBRARIAN SERIES (Continued)

LIBRARIAN 4	38942	40587	42157	43727	45391	47207	49041
	1492.78	1555.85	1616.03	1676.20	1740.00	1809.60	1879.93
	20.59	21.46	22.29	23.12	24.00	24.96	25.93

LIBRARY DIRECTOR 1	44407	46034	47812	49722	51670	53807	
	1702.30	1764.65	1832.80	1906.03	1980.70	2062.63	
	23.48	24.34	25.28	26.29	27.32	28.45	

LIBRARY TECHNICIAN SERIES

LIBRARY TECHNICIAN 1	27291	27972	28729	29504	30355	31263	
	1046.18	1072.28	1101.28	1131.00	1163.63	1198.43	
	14.43	14.79	15.19	15.60	16.05	16.53	

LIBRARY TECHNICIAN 2	30923	31698	32587	33476	34383	35348	
	1185.38	1215.10	1249.18	1283.25	1318.05	1355.03	
	<u>16.35</u>	16.76	17.23	17.70	18.18	18.69	

NEW BR

LIBRARY TECHNICIAN 3	32000	32908	33892	34951	35991	37107	
	1226.70	1261.50	1299.20	1339.80	1379.68	1422.45	
	16.92	17.40	17.92	18.48	19.03	19.62	

MEDIA SPECIALIST SERIES

MEDIA SPECIALIST 1	40587	42157	43727	45391	47207	49041	
	1555.85	1616.03	1676.20	1740.00	1809.60	1879.93	
	21.46	22.29	23.12	24.00	24.96	25.93	

MEDIA SPECIALIST 2	42800	44407	46034	47812	49722	51670	53807
	1640.68	1702.30	1764.65	1832.80	1906.03	1980.70	2062.63
	22.63	23.48	24.34	25.28	26.29	27.32	28.45

MEDIA TECHNICIAN SERIES

MEDIA TECHNICIAN 1	26251	27159	28029	28937	29920	30998	
	1006.30	1041.10	1074.45	1109.25	1146.95	1188.28	
	13.88	14.36	14.82	15.30	15.82	16.39	

MEDIA TECHNICIAN 2	28937	29920	30998	32019	33173	34346	
	1109.25	1146.95	1188.28	1227.43	1271.65	1316.60	
	15.30	15.82	16.39	16.93	17.54	18.16	

MEDIA TECHNICIAN 3	31452	32606	33740	34970	36294	37599	
	1205.68	1249.90	1293.40	1340.53	1391.28	1441.30	
	16.63	17.24	17.84	18.49	19.19	19.88	

EFFECTIVE NOVEMBER 23, 1995 TO JUNE 21, 1996

NURSE SERIES

NURSE 1	36876	38274	39610	41029	42365	43700	
	1413.60	1467.20	1518.40	1572.80	1624.00	1675.20	
	17.67	18.34	18.98	19.66	20.30	20.94	
NURSE 2	37398	38754	40111	41488	42970	44535	
	1433.60	1485.60	1537.60	1590.40	1647.20	1707.20	
	17.92	18.57	19.22	19.88	20.59	21.34	
NURSE 3	40111	41488	42970	44535	46080	47603	
	1537.60	1590.40	1647.20	1707.20	1766.40	1824.80	
	19.22	19.88	20.59	21.34	22.08	22.81	

PLANNING AND PROGRAM ANALYST SERIES

PLANNING AND PROGRAM ANALYST 1	29920	30998	32019	33173	34346	35594	36918
	1146.95	1188.28	1227.43	1271.65	1316.60	1364.45	1415.20
	15.82	16.39	16.93	17.54	18.16	18.82	19.52

	38317	39698	41249
	1468.85	1521.78	1581.23
	20.26	20.99	21.81

PLANNING AND PROGRAM ANALYST 2	38942	40587	42157	43727	45391	47207	49041
	1492.78	1555.85	1616.03	1676.20	1740.00	1809.60	1879.93
	20.59	21.46	22.29	23.12	24.00	24.96	25.93

PLANNING AND PROGRAM ANALYST 3	42800	44407	46034	47812	49722	51670	53807
	1640.68	1702.30	1764.65	1832.80	1906.03	1980.70	2062.63
	22.63	23.48	24.34	25.28	26.29	27.32	28.45

PLANNING AND PROGRAM ANALYST 4	47812	49722	51670	53807	56058	58441	60937
	1832.80	1906.03	1980.70	2062.63	2148.90	2240.25	2335.95
	25.28	26.29	27.32	28.45	29.64	30.90	32.22

PRODUCTION SUPERVISOR	38942	40587	42157	43727	45391	47207	49041
	1492.78	1555.85	1616.03	1676.20	1740.00	1809.60	1879.93
	20.59	21.46	22.29	23.12	24.00	24.96	25.93

PROGRAM COORDINATOR EDUCATION	49722	51670	53807	56058	58441	60937	63604
	1906.03	1980.70	2062.63	2148.90	2240.25	2335.95	2438.18
	26.29	27.32	28.45	29.64	30.90	32.22	33.63

66347
2543.30
35.08

PROGRAM COORDINATOR EXTENSION SERVICES	40587	42157	43727	45391	47207	49041	51008
	1555.85	1616.03	1676.20	1740.00	1809.60	1879.93	1955.33
	21.46	22.29	23.12	24.00	24.96	25.93	26.97

EFFECTIVE NOVEMBER 23, 1995 TO JUNE 21, 1996

PSYCHOLOGIST SERIES

PSYCHOLOGIST 1	29920	30998	32019	33173	34346	35594	36918
	1146.95	1188.28	1227.43	1271.65	1316.60	1364.45	1415.20
	15.82	16.39	16.93	17.54	18.16	18.82	19.52
	38317	39698	41249				
	1468.85	1521.78	1581.23				
	20.26	20.99	21.81				
PSYCHOLOGIST 2	38942	40587	42157	43727	45391	47207	49041
	1492.78	1555.85	1616.03	1676.20	1740.00	1809.60	1879.93
	20.59	21.46	22.29	23.12	24.00	24.96	25.93
PSYCHOLOGIST 3	44407	46034	47812	49722	51670	53807	56058
	1702.30	1764.65	1832.80	1906.03	1980.70	2062.63	2148.90
	23.48	24.34	25.28	26.29	27.32	28.45	29.64
PSYCHOLOGIST 4	49722	51670	53807	56058	58441	60937	63604
	1906.03	1980.70	2062.63	2148.90	2240.25	2335.95	2438.18
	26.29	27.32	28.45	29.64	30.90	32.22	33.63
	66347						
	2543.30						
	35.08						

PURCHASING AGENT SERIES

PURCHASING AGENT 1	29920	30998	32019	33173	34346	35594
	1146.95	1188.28	1227.43	1271.65	1316.60	1364.45
	15.82	16.39	16.93	17.54	18.16	18.82
PURCHASING AGENT 2	36937	38242	39660	41136	42667	44351
	1415.93	1465.95	1520.33	1576.88	1635.60	1700.13
	19.53	20.22	20.97	21.75	22.56	23.45
PURCHASING AGENT 3	39660	41136	42667	44351	46015	47812
	1520.33	1576.88	1635.60	1700.13	1763.93	1832.80
	20.97	21.75	22.56	23.45	24.33	25.28

RECREATION CONSULTANT SERIES

RECREATION CONSULTANT 1	28086	28937	29920	30998	32019	33173
	1076.63	1109.25	1146.95	1188.28	1227.43	1271.65
	14.85	15.30	15.82	16.39	16.93	17.54
RECREATION CONSULTANT 2	34346	35594	36918	38317	39698	41249
	1316.60	1364.45	1415.20	1468.85	1521.78	1581.23
	18.16	18.82	19.52	20.26	20.99	21.81

EFFECTIVE NOVEMBER 23, 1995 TO JUNE 21, 1996

RECREATION CONSULTANT SERIES (Continued)

RECREATION CONSULTANT 3	38942 1492.78 20.59	40379 1547.88 21.35	41892 1605.88 22.15	43537 1668.95 23.02	45202 1732.75 23.90	46923 1798.73 24.81
RECREATION CONSULTANT 4	42157 1616.03 22.29	43727 1676.20 23.12	45391 1740.00 24.00	47207 1809.60 24.96	49041 1879.93 25.93	51008 1955.33 26.97

RESEARCH ASSISTANT SERIES

RESEARCH ASSISTANT 1	25456 975.85 13.46	26251 1006.30 13.88	27159 1041.10 14.36	28029 1074.45 14.82	28937 1109.25 15.30	29920 1146.95 15.82
RESEARCH ASSISTANT 2	28937 1109.25 15.30	29920 1146.95 15.82	30998 1188.28 16.39	32019 1227.43 16.93	33173 1271.65 17.54	34346 1316.60 18.16

RESIDENCE COUNSELLOR	31244 1197.70 16.52	32076 1229.60 16.96	32965 1263.68 17.43	33930 1300.65 17.94	34894 1337.63 18.45	35934 1377.50 19.00
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SECURITY OFFICER SERIES

SECURITY OFFICER 1	22246 852.80 10.66	22935 879.20 10.99	23624 905.60 11.32	24375 934.40 11.68	25168 964.80 12.06	25961 995.20 12.44
SECURITY OFFICER 2	23290 892.80 11.16	24000 920.00 11.50	24772 949.60 11.87	25586 980.80 12.26	26400 1012.00 12.65	27276 1045.60 13.07

SERVICE WORKER SERIES

SERVICE WORKER 1	21933 840.80 10.51	22539 864.00 10.80	23144 887.20 11.09	23812 912.80 11.41	24459 937.60 11.72	
SERVICE WORKER 2	25356 972.00 12.15	26045 998.40 12.48	26733 1024.80 12.81	27506 1054.40 13.18	28299 1084.80 13.56	29071 1114.40 13.93
SERVICE WORKER 3	25314 970.40 12.13	25961 995.20 12.44	26754 1025.60 12.82	27589 1057.60 13.22	28445 1090.40 13.63	29321 1124.00 14.05
SERVICE WORKER 4	25481 976.80 12.21	26274 1007.20 12.59	27130 1040.00 13.00	28007 1073.60 13.42	28946 1109.60 13.87	29968 1148.80 14.36

EFFECTIVE NOVEMBER 23, 1995 TO JUNE 21, 1996

SENIOR CONSULTING	44407	46034	47812	49722	51670	53807	56058
INSTRUCTOR P & E	1702.30	1764.65	1832.80	1906.03	1980.70	2062.63	2148.90
	23.48	24.34	25.28	26.29	27.32	28.45	29.64

STATISTICAL ANALYST SERIES

STATISTICAL ANALYST 1	34346	35594	36918	38317	39698	41249	
	1316.60	1364.45	1415.20	1468.85	1521.78	1581.23	
	18.16	18.82	19.52	20.26	20.99	21.81	
STATISTICAL ANALYST 2	40587	42157	43727	45391	47207	49041	51008
	1555.85	1616.03	1676.20	1740.00	1809.60	1879.93	1955.33
	21.46	22.29	23.12	24.00	24.96	25.93	26.97
STATISTICAL ANALYST 3	44407	46034	47812	49722	51670	53807	
	1702.30	1764.65	1832.80	1906.03	1980.70	2062.63	
	23.48	24.34	25.28	26.29	27.32	28.45	

STOREKEEPER SERIES

STOREKEEPER 1	24000	24738	25570	26478	27329	28218	
	920.03	948.30	980.20	1015.00	1047.63	1081.70	
	12.69	13.08	13.52	14.00	14.45	14.92	
STOREKEEPER 2	26251	27159	28010	28937	29920	30998	
	1006.30	1041.10	1073.73	1109.25	1146.95	1188.28	
	13.88	14.36	14.81	15.30	15.82	16.39	
STOREKEEPER 3	28010	28937	29920	30998	32000	33173	
	1073.73	1109.25	1146.95	1188.28	1226.70	1271.65	
	14.81	15.30	15.82	16.39	16.92	17.54	
STOREKEEPER 4	29920	30998	32000	33173	34346	35613	
	1146.95	1188.28	1226.70	1271.65	1316.60	1365.18	
	15.82	16.39	16.92	17.54	18.16	18.83	

STORES CLERK SERIES

STORES CLERK 1	20993	21636	22260	22979	23641	24397	
	804.75	829.40	853.33	880.88	906.25	935.25	
	11.10	11.44	11.77	12.15	12.50	12.90	
STORES CLERK 2	22979	23641	24397	25173	25967		
	880.88	906.25	935.25	964.98	995.43		
	12.15	12.50	12.90	13.31	13.73		

SYSTEMS ANALYST SERIES

SYSTEMS ANALYST 1	30431	31452	32606	33740	34970	36294	
	1166.53	1205.68	1249.90	1293.40	1340.53	1391.28	
	16.09	16.63	17.24	17.84	18.49	19.19	

EFFECTIVE NOVEMBER 23, 1995 TO JUNE 21, 1996

SYSTEMS ANALYST SERIES (Continued)

SYSTEMS ANALYST 2	32606	33740	34970	36294	37599	39036	
	1249.90	1293.40	1340.53	1391.28	1441.30	1496.40	
	17.24	17.84	18.49	19.19	19.88	20.64	
SYSTEMS ANALYST 3	35613	36937	38242	39660	41136	42667	
	1365.18	1415.93	1465.95	1520.33	1576.88	1635.60	
	18.83	19.53	20.22	20.97	21.75	22.56	

SYSTEMS COORDINATOR SERIES

SYSTEMS COORDINATOR 1	42800	44407	46034	47812	49722	51670	53807
	1640.68	1702.30	1764.65	1832.80	1906.03	1980.70	2062.63
	22.63	23.48	24.34	25.28	26.29	27.32	28.45
SYSTEMS COORDINATOR 2	46034	47812	49722	51670	53807	56058	58441
	1764.65	1832.80	1906.03	1980.70	2062.63	2148.90	2240.25
	24.34	25.28	26.29	27.32	28.45	29.64	30.90
SYSTEMS COORDINATOR 3	49722	51670	53807	56058	58441	60937	63604
	1906.03	1980.70	2062.63	2148.90	2240.25	2335.95	2438.18
	26.29	27.32	28.45	29.64	30.90	32.22	33.63
	66347						
	2543.30						
	35.08						

SWITCHBOARD OPERATOR SERIES

SWITCHBOARD OPERATOR 1	18799	19329	19839	20407	20993		
	720.65	740.95	760.53	782.28	804.75		
	9.94	10.22	10.49	10.79	11.10		
SWITCHBOARD OPERATOR 2	22260	22809	23395	24038	24662	25381	
	853.33	874.35	896.83	921.48	945.40	972.95	
	11.77	12.06	12.37	12.71	13.04	13.42	
SWITCHBOARD OPERATOR 3	26232	26951	27632	28407	29163	29977	
	1005.58	1033.13	1059.23	1088.95	1117.95	1149.13	
	13.87	14.25	14.61	15.02	15.42	15.85	

TRAINING CONSULTANT	40587	42157	43727	45391	47207	49041	51008
	1555.85	1616.03	1676.20	1740.00	1809.60	1879.93	1955.33
	21.46	22.29	23.12	24.00	24.96	25.93	26.97

EFFECTIVE NOVEMBER 23, 1995 TO JUNE 21, 1996

WORD PROCESSOR SERIES

WORD PROCESSOR 1	21863	22563				
	838.10	864.93				
	11.56	11.93				
WORD PROCESSOR 2	26970	27669	28445	29201	29996	30847
	1033.85	1060.68	1090.40	1119.40	1149.85	1182.48
	14.26	14.63	15.04	15.44	15.86	16.31
WORD PROCESSOR 3	29447	30242	31112	32000	32908	33892
	1128.83	1159.28	1192.63	1226.70	1261.50	1299.20
	15.57	15.99	16.45	16.92	17.40	17.92
WORD PROCESSOR 4	30242	31112	32000	32908	33892	34951
	1159.28	1192.63	1226.70	1261.50	1299.20	1339.80
	15.99	16.45	16.92	17.40	17.92	18.48
WORD PROCESSOR 5	32000	32908	33892	34951	35991	37107
	1226.70	1261.50	1299.20	1339.80	1379.68	1422.45
	16.92	17.40	17.92	18.48	19.03	19.62
WORD PROCESSOR 6	35651	36767	37901	39150	40436	41760
	1366.63	1409.40	1452.90	1500.75	1550.05	1600.80
	18.85	19.44	20.04	20.70	21.38	22.08

MEMORANDUM OF AGREEMENT

between

Red River Community College

and

Manitoba Government Employees' Union


Subject: Evening instructors and evening educational assistants employed in the College's continuing education division.

The College recognizes the Manitoba Government Employees' Union as the bargaining agent for purposes of determining pay and related matters for evening instructors and evening educational assistants employed in the College's continuing education division.

The parties agree that the following rates of pay apply to instructors and educational assistants:

	<u>Hourly Rate of Pay</u>
EDUCATIONAL ASSISTANTS	\$18.16
AVOCATIONAL INSTRUCTORS	\$19.19
COURSES WHERE INSTRUCTOR IS NOT REQUIRED TO HAVE A DEGREE	\$24.81
COURSES WHERE INSTRUCTOR IS REQUIRED TO HAVE A DEGREE	\$26.80

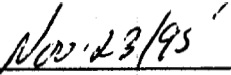
The parties agree that these rates of pay may be changed from time to time by mutual agreement of the parties to this agreement.



For Manitoba Government Employees'
Union



For Red River Community College



Date

**JOINT COMMUNIQUE
FROM THE**

MANITOBA GOVERNMENT EMPLOYEES' UNION

AND


RED RIVER COMMUNITY COLLEGE

To RRCC **Staff**

The Manitoba Government Employees' Union and **Red** River Community College are pleased to announce the signing of their first collective agreement since the College incorporated in 1993. Prior to the signing of this agreement employees were covered by the 1991 - 1994 collective agreement for provincial government employees.

The agreement reflects no change in the current salary levels. The Reduced Work Week Program which existed at the College for the past 2 years is not continued in this agreement. Lay-off provisions have been amended to provide additional redeployment opportunities for staff in the event **lay-offs** occur.

This first collective agreement continues until **June** 21st, 1996.


On Behalf of the _____
Manitoba Government Employees' Union


6 On Behalf of _____
Red River Community College

Nov 23, 1995
Date