

## **1995 - 98 COLLECTIVE AGREEMENT**

BETWEEN:

**OKANAGAN UNIVERSITY COLLEGE**

(hereinafter called "OUC")

OF THE FIRST PART

AND:

**B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION**

(hereinafter called "BCGEU")

OF THE SECOND PART

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**WITNESSETH THAT:**

**ARTICLE 1 - PREAMBLE**

- 1.01 The purpose of this Agreement is to set forth and establish the terms and conditions of employment so that efficient operations and harmonious relationships may be maintained between OUC and the Union to the benefit of both parties.

**ARTICLE 2 - RECOGNITION AND NEGOTIATIONS**

- 2.01 OUC or anyone authorized to act on its behalf recognizes the Union as the sole collective bargaining agency for its employees classified and covered by this Agreement and hereby consents and agrees to negotiate with the Union, or anyone authorized to act on behalf of the Union, in any and all matters covered by this Agreement affecting the relationship between the parties to this Agreement looking forward to a peaceful and amicable settlement of any differences that may arise between them.
- 2.02 The recognized insignia of the Union shall include the designation "BCGEU." This designation shall, at the employee's option, be placed on stenography typed by a member of the Union. This designation shall be placed below the signatory initials on typewritten correspondence.

**ARTICLE 3 - RIGHTS OF MANAGEMENT**

- 3.01 Except as otherwise provided in this Agreement, OUC or its delegated officer has exclusive control over the management, supervision and administration of OUC and the direction of the working force.

**ARTICLE 4 - CONFLICTING AGREEMENTS**

- 4.01 OUC agrees not to enter into any agreement or contract with the Union employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement will be null and void. In the event that there is a conflict between the contents of this Agreement and any regulations made by OUC or its administrators, this Agreement shall take precedence over the said regulation, except for provisions derived from or under provincial legislation.

**ARTICLE 5 - CERTIFICATE OF BARGAINING AUTHORITY**

- 5.01 This Agreement shall relate only to employees and categories of employees referred to in the Certificate of Bargaining Authority issued by the Labour Relations Board under date of August 14, 1973, and covering only Non-Teaching Staff as expressly provided in Appendix A. Other categories of Non-Teaching Staff may be added subsequent to the anniversary date of this Agreement, but in any event the following shall be excluded:

Confidential Secretary to the Director, Employee Relations  
Executive Secretary to the Vice-President, Administration and Finance  
Executive Secretary to the Vice-President, Education  
Employee Relations Assistant

- 5.02 When OUC creates a new position which does not fall within Appendix A, and for which the assigned duties might reasonably be deemed to come within the bargaining unit for which the Union is certified, OUC shall consult with the Union to determine whether or not that position ought to be included as a new classification in this Agreement.

**ARTICLE 6 - UNION SECURITY**



- 6.01 Employees who are now or hereafter become members of the Union shall maintain their membership in the Union as a condition of employment, and every new employee whose employment commences hereafter shall become a member of the Union as a condition of employment, except where applicable under prevailing legislation.
- 6.02 Employees on auxiliary appointments who are employed for 10 accumulated working days or less shall not be required to become members of the Union as a condition of employment. Such employees shall be paid the listed rate of pay in accordance with Appendix C of this Agreement.

#### **ARTICLE 7 - NO DISCRIMINATION CLAUSE**

- 7.01 OUC and its agents agree that there shall be no discrimination, interference, restriction, or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, discipline, discharge or otherwise by reason of age, race, creed, colour, nationality, political or religious affiliations, sex or marital status, disabling conditions unrelated to job performance, nor by reason of their membership in a labour union or for the exercise of rights, privileges and benefits provided by the terms of this Agreement and the employees shall at all times and in like manner act in good faith toward OUC.

#### **ARTICLE 8 - GENERAL**

8.01 **Bumping**

Employees of OUC not covered by the support staff collective agreement shall not be eligible to bump into or claim any support staff position.

8.02 **Personnel File**

An employee, or designate, shall have access to all material in the employee's official personnel file at a time or times mutually convenient to OUC and the employee. Examination of the contents of the official personnel file shall be in the presence of the person authorized by OUC. An employee shall be provided, at the time of filing, with a copy of evaluation performance statements, letters of commendation and censure, and any other documents which may be the basis of disciplinary action. Letters of censure will indicate a copy is to be placed in the personnel file.

#### **ARTICLE 9 - OUC SHALL ACQUAINT NEW EMPLOYEES**

- 9.01 OUC agrees to acquaint new employees with the fact that a collective agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Checkoff. OUC shall provide new employees with a copy of the collective agreement, with the appointment letter. New employees shall be advised of the name and location of their Steward. Whenever the Steward is employed in the same work area as the new employees, the employee's immediate supervisor shall introduce them to their Steward.
- 9.02 (1) OUC agrees that a Union Steward shall be given an opportunity to meet with a group of new employees (on regular appointments) within regular working hours without loss of pay, for 30 minutes for the purpose of acquainting the new employees with the benefits and duties of Union membership and the employees' responsibilities and obligations to the employer and the Union.
- (2) Such meetings shall be as required and arranged by the Employee Relations Division but not more frequently than once per month.

#### **ARTICLE 10 - CHECKOFF OF UNION DUES**

- 10.01 Each pay period OUC shall, as a condition of employment, deduct from the wages or salary of each employee in the bargaining unit, the amount of the regular dues payable to the BCGEU.

- 10.02 OUC shall deduct from any employee, upon written consent of that employee, any assessments levied in the accordance with the BCGEU Constitution and/or By-laws.
- 10.03 Deduction of Union dues shall be made in each pay period. Dues or payments in lieu shall be considered owing in the period for which they are deducted.
- 10.04 OUC agrees to make every reasonable effort, subject to the capabilities of the Employee Relations systems, to provide on a bi-weekly basis the following information electronically to the President of the BCGEU:  
employee surname  
employee first name  
address  
sex  
birth date  
base job classification  
start date  
hourly salary  
dues amount  
month-to-date dues  
social insurance number
- 10.05 OUC shall include on each employee's T-4 statement the amount of the deductions paid to the Union by the employee in the previous year.
- 10.06 Before OUC is obliged to deduct any amount under clause 10.01 of this Article, the Union must advise OUC, in writing, of the amount of its regular dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to OUC signed by the President of the BCGEU.
- 10.07 Employees shall, as a condition of continued employment, complete an Assignment of Wages form providing for the deduction of Union dues.

#### **ARTICLE 11 - BULLETIN BOARDS**

- 11.01 OUC shall provide bulletin boards in locations agreed upon which the Union shall have the right to post a copy of this Agreement and notices of meetings and such other notices as may be of interest to the employees.

#### **ARTICLE 12 - PICKET LINES**

12.01 **OUC Premises**

In the event that a picket line is set up at OUC premises, arising out of a dispute as defined in the prevailing legislation, any refusal to work or failure to cross such picket lines by employee members of this Union shall not be considered a violation of this Agreement, nor constitute sufficient grounds for dismissal.

12.02 **Off OUC Premises**

Failure to cross a picket line encountered in carrying out the employer's business shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action.

#### **ARTICLE 13 - UNION REPRESENTATIVES**

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

## **ARTICLE 14 - STEWARDS**

14.01 The Union shall appoint or elect Stewards and shall notify OUC in writing of such appointment or election. OUC shall recognize Stewards and shall not discriminate against them for Steward activity. The Union and OUC shall agree as to the on-the-job activities of the Stewards.

Those activities as defined shall be:

- (1) the posting of Union bulletins and notices;
- (2) the investigation of and the processing of grievances;
- (3) the supervision of ballot boxes when necessary;
- (4) carrying out those duties within the realm of safety responsibilities.

14.02 It is mutually understood that 14.01 (3) will in no way interfere with the OUC duties as laid down.

## **ARTICLE 15 - SUBCONTRACTING**

15.01 OUC agrees that work or services presently performed or hereafter assigned to the collective bargaining unit shall not be subcontracted, transferred, leased, assigned, or conveyed, in whole or in part, to any other plant, person, company, or non-unit employee, excepting in instances where OUC feels that any operation presently performed within the bargaining unit could be more efficiently performed in some other manner OUC may, in consultation and by agreement with the Union, subcontract that particular operation. It is agreed that no permanent employees will lose their employment because of any subcontracting engaged in by OUC. See also Appendix D of this contract.

## **ARTICLE 16 - APPOINTMENTS**

### **16.01 Regular Appointments**

#### **(1) Full-time Regular Appointment**

A full-time regular appointment is one which involves 35 hours of work per week for a period of eight consecutive months or more on an annual basis, calculated from date of appointment in this appointment category. (See clause 16.02 (4)).

#### **(2) Part-time Regular Appointment**

A part-time regular appointment is one which involves less than 35 hours of work per week for a period of eight consecutive months or more on an annual basis, calculated from date of appointment in this appointment category. (See clause 16.02 (4)).

#### **(3) Sessional Appointment**

Appointments of eight consecutive months or more and less than 12 consecutive months may be referred to as sessional appointments.

### **16.02 Auxiliary Appointments**

#### **(1) Full-time Auxiliary Appointment**

A full-time auxiliary appointment is one which involves 35 hours of work per week for a period of less than eight consecutive months from date of each appointment in this appointment category. (See clause 16.02 (4)).

#### **(2) Part-time Auxiliary Appointment**

A part-time auxiliary appointment is one which involves less than 35 hours of work per week for a period of less than eight consecutive months from date of each appointment in this appointment category. (See clause 16.02 (4)).

(3) Employee on Leave

An auxiliary appointment is also an appointment resulting from an employee on regular appointment being on leave, in which case the auxiliary appointment shall not exceed the term of leave of the employee being replaced and shall not be eligible for conversion to a regular appointment.

(4) Length of Appointment

If an employee occupies the same position on an auxiliary appointment, excluding section (3) of this clause for eight consecutive months, OUC shall post the position in keeping with Article 21 and shall thereby convert the position to regular appointment status, unless an extension is mutually agreed to by the Joint Committee.

(5) Letter of Employment

Employees hired on auxiliary appointments for a period of more than 10 working days shall receive a letter of appointment clearly stating their employment status and expected duration of employment with a copy of the letter to be forwarded to the Support Staff Bargaining Unit Chairperson.

16.02 (6) Extension

Wherever possible, employees on auxiliary appointments shall be given a minimum of one week's notice if the appointment is to be extended.

(7) OUC shall prepare a list indicating name, classification, centre and number of hours worked per month for all auxiliaries. Such list shall be updated monthly and posted on all designated

Union bulletin boards.

16.03 **Change of Status**

A regular employee may request a change in status from a regular employee to an auxiliary employee and, if approved, shall assume a position on the auxiliary list in seniority order, provided that the employee clearly states his/her intentions, in writing, to the OUC President or designate. Such employees shall carry with them their accumulated seniority and shall have all the rights conveyed by relevant provisions of the collective agreement.

16.04 **Shared Regular Appointment**

(1) A shared regular appointment is an appointment category used when the duties normally associated with one full-time position and one employee on regular appointment are voluntarily shared between two employees on regular \* appointments. The specific arrangements for sharing the duties may vary from one situation to another, and may include sharing the normal full-time annual workload for part of the year on a full-time basis, or for the entire year on a fractional basis.

(2) Requests for shared regular appointments will be reviewed on an individual basis and OUC is not obligated to approve applications.

(3) The OUC President shall normally approve the application provided that the employees making the application, the department(s) involved, and the designated supervisor agree that services to students and to OUC will not be adversely affected under the proposed arrangements.

(4) Within 20 working days of the submission of the application, the OUC President shall inform the applicants in writing of his or her decision, and if the application is not approved, shall state in writing the reasons for non-approval. A decision to deny an application shall not be grievable.

(5) If one of the current incumbents leaves the shared regular appointment, the remaining

incumbent shall assume the full-time position, unless a further shared regular appointment is requested and approved.

- (6) (i) An employee on a shared regular appointment shall accumulate seniority on a pro rata basis.
- (ii) If the employment of an employee on a shared regular appointment is terminated in accordance with Article 26 (Seniority) and Article 36 (Pre-Layoff Canvass, Layoff and Recall), the employee shall receive severance pay in accordance with Article 41 on a pro rata basis.
- (7) (i) The two employees on shared regular appointments are entitled to the salary provisions of a full-time regular appointment at each employee's appropriate salary scale step on a pro rata basis.
- 16.04 (7) (ii) Employees on a shared regular appointment shall receive an annual salary incremental increase in accordance with clause 29.02 until the maximum salary for their level is reached.
- (iii) Employees on a shared regular appointment shall be eligible for annual vacation in accordance with clause 42.05 (2).
- (iv) If employees on a shared regular appointment wish to receive health and welfare benefits specified in Article 47, the period of participation shall be a complete College year (July 1-June 30) or multiple thereof, and OUC shall contribute a pro rata share of the annual costs of these benefits and the employees shall pay the balance of the annual costs of these benefits.
- (v) For the purposes of Municipal Pension, the pensionable service of employees on a shared regular appointment shall be calculated on a pro rata basis during the period in which the employees are on a shared regular appointment.
- (vi) For employees on a shared regular appointment, sick leave benefits as specified in Article 52 shall be accumulated on a pro rata basis. Deductions from sick leave credits shall be in accordance with the specific arrangements for sharing duties (see clause 16.04(1)).
- (vii) Employees on a shared regular appointment shall continue to be eligible for benefits from the Staff Development fund on the same basis as for a full-time employee on a regular appointment. OUC and employee contributions to the Staff Development fund shall be the same as that for a full-time employee on a regular appointment.

## **ARTICLE 17 - JOINT COMMITTEE**

### **17.01 Definition**

A Joint Committee comprised of representatives of OUC, and representatives of the Support Staff Bargaining Committee shall constitute the Joint Committee referred to throughout this contract, unless otherwise specified. The Joint Committee shall meet the second Tuesday of each month unless otherwise mutually agreed. In emergency situations, the Joint Committee shall also meet no later than 10 working days following the call of either party.

### **17.02 Work Environment Committee**

- (1) The principals to this Agreement are committed to the concept of providing the best possible working environment for all employees.
- (2) To that end, the principals agree to the structuring and implementation of a Work Environment Committee which will be a subcommittee of the Joint Committee. The Committee shall be a Standing Committee and shall be comprised of two representatives selected by OUC and two representatives selected by the Union.

- (3) Recommendations from this Committee shall be made to the OUC President.

## **ARTICLE 18 - JOB EVALUATION**

### **18.01 Job Evaluation**

There shall be a system of job evaluation, mutually agreed to by both parties, for classifications covered by this Agreement. The Joint Committee shall be responsible for maintaining the job evaluation system (the process of determining the worth of a job in relation to other jobs covered by this Agreement) and shall review and update job specifications, upon the request of either party.

- 18.02 OUC agrees to maintain job specifications (a collection of statements covering specific aspects of a job, by which jobs are measured) and job descriptions (statements describing the work to be performed) for all positions for which the Union is the bargaining agent.

## **ARTICLE 19 - NEW POSITIONS/CLASSIFICATIONS**

- 19.01 OUC maintains the right to create positions and establish their duties and responsibilities (job descriptions).
- 19.02 When a new classification covered by this Agreement is introduced or a salary adjustment is proposed for an existing classification by OUC, the rate of pay shall be subject to negotiations between OUC and the Union.

## **ARTICLE 20 - RECLASSIFICATION**

- 20.01 OUC maintains the right to classify or reclassify positions in keeping with the job specifications mentioned under Article 18. OUC shall stipulate the effective date of any such reclassification.
- 20.02 (1) It is understood that if a position is to be reclassified in accordance with 20.01 and posted and advertised, the incumbent holding the original position shall be given first and full consideration.
- (2) If the incumbent is unsuccessful in obtaining the reclassified position, OUC shall, in consultation with the Union, make every reasonable effort to relocate the employee within the bargaining unit.
- (3) If the incumbent is successful in obtaining the reclassified position but proves unsatisfactory during the probationary period, OUC shall again, in consultation with the Union, make every reasonable effort to relocate the employee within the bargaining unit.
- 20.03 The Union shall be notified in advance of any recommendation by the administration to the Board of OUC to delete or downgrade a position filled by an employee on regular appointment.
- 20.04 (1) An employee shall first discuss any concerns regarding classification with the immediate supervisor. In support of a request for reclassification, the employee shall submit to the appropriate Dean, Director, or Manager, a written statement of duties and responsibilities, specifically describing those areas in which they differ from the job description and job specification.
- 20.04 (2) Within 20 working days after 20.04 (1), the employee and the appropriate Dean, Director, or Manager (or designate) shall discuss the reclassification request with the Vice-President, Administration, or designate. At the employee's option, a Union representative shall be in attendance. The Vice-President, Administration, or designate, shall have a further 40 working days in which to investigate the matter and give a decision in writing to the employee, with a copy to the Union and the immediate supervisor.
- (3) If an employee is unsuccessful in obtaining a reclassification after completing steps (1) and

(2) above, the employee shall have the right to appeal to the Joint Committee. An employee shall have the right to appear in person before the Joint Committee and the Joint Committee shall have the right to call any person it deems necessary in order to arrive at a just decision.

- (4) If the Joint Committee is unable to agree on the proposed classification, the Grievance Procedure under Article 74 may be invoked.
- (5) The effective date of an approved reclassification, if initiated by the employee shall be determined:
  - (i) by the Vice-President, Administration, and the appropriate Dean, Director, or Manager if reclassification is agreed to under clause 20.04 (2);
  - (ii) by the Joint Committee if it grants approval under clause 20.04 (3);
  - (iii) at any one of the specified steps of the grievance procedure invoked under clause 20.04 (4).

## **ARTICLE 21 - POSTING OF POSITIONS**

- 21.01 All positions anticipated by OUC to be five consecutive months or more in duration shall be posted on OUC's designated bulletin boards for a minimum of 10 calendar days exclusive of statutory holidays. For auxiliary positions which are anticipated by OUC to be more than four consecutive months, but less than five consecutive months in duration refer to clause 22.05(2).
- 21.02 An "in-service" application form shall be provided by OUC for use by employees who wish to apply for posted positions.
- 21.03 The position vacancy notice shall contain the following information: nature of the position as detailed in the job description in keeping with the job specifications; type of appointment; required qualifications related to education, experience, knowledge, skills and abilities; shift; salary; closing date; location and bargaining unit.
- 21.04 In order that all employees have an equal opportunity to apply for vacant or new bargaining unit positions while on leave, employees who have seniority shall be allowed to submit a "Letter of Preference" indicating the position/classification for which they wish to apply. Letters of Preference must be position specific and shall remain valid for four (4) months.
- 21.05 Leaves for the purpose of clause 21.04 must be one week or more in duration and include, but are not restricted to, employees on vacation, with and without pay leaves, sick leave, Long Term Disability and Workers' Compensation.

## **ARTICLE 22 - SELECTION OF EMPLOYEES**

Both parties recognize the benefit of providing opportunities for job improvement or advancement.

### **22.01 Union Representation on Selection Committees**

A Union representative shall sit as an observer during interviews and final selection of candidates for positions under the Union's jurisdiction in all instances where an internal applicant has applied.

### **22.02 Selection Criteria**

- (1) Selection committees shall base their recommendations on the criteria as detailed in the position vacancy notice, job description and job specifications as set out in clause 21.03.
- (2) Internal applicants with three or more completed years of service with OUC shall receive a percentage of the total point rating for the vacant position for seniority. The points for seniority shall be calculated on the basis of one per cent for each year of service to a

maximum of 10 per cent of the total point rating.

- (3) In the final stages of a selection procedure, if there are two or more candidates whom a committee finds equally qualified for a position, and if one of these candidates is an internal applicant, a selection committee shall recommend first preference for the internal candidate senior in service to OUC.

22.03

**Internal Applicants**

- (1) All applicants who are on the seniority lists and possess the required qualifications or are in the process of acquiring the required qualifications within the provisions set out in clause 22.06 shall be entitled to an interview by the selection committee.
- (2) All applicants who are on the seniority lists and who are called for an interview shall be granted leave of absence with pay and shall have their expenses paid.
- (3) Provided that a request is received in writing from an unsuccessful applicant within seven days following OUC's President's, or designate's, appointment of an applicant to an established position, the applicant shall be notified in writing within seven days of receipt of the employee's request of the reasons why the employee was unsuccessful.
- (4) OUC agrees to supply employees at the time of hiring, promotion, or upon request, with a copy of their job descriptions.

22.04

**Selection: Auxiliary Appointments**

- (1) Offers of short-term non-posted auxiliary appointments or auxiliary appointments for which no applications have been received shall be made to the most senior person on the auxiliary seniority list who is qualified to carry out the work available (see clause 26.02).

22.05

**Regular Appointments: Competition for Auxiliary Appointments**

- (1) Employees on regular appointments and not on probation may apply for a posted auxiliary appointment of five consecutive months or more. If an employee on regular appointment is the successful applicant, assignment to the auxiliary position shall be subject to the availability of a suitable replacement in accordance with clause 16.02 (3). For the duration of the assignment, such employee shall retain regular appointment status and shall return to his/her original position upon completion of the project and/or assignment period.

22.05

- (2) Employees on regular appointments will be notified by the Employee Relations Division of auxiliary positions within their department which are anticipated by OUC to be more than four consecutive months, but less than five consecutive months in duration. Employees interested in the position shall advise the Employee Relations Division within five working days of the notice. The position shall be offered to the employee meeting the basic requirements for the position who is senior in service to OUC. If there are no interested employees, the position shall be offered in accordance with clause 22.04 (1). If the position is filled by an employee on regular appointment the subsequent vacant position may be filled in accordance with clause 22.04 (1).

- (3) The provisions of this section of this clause shall normally apply only to the assignment of one employee on regular appointment to a position carrying an auxiliary appointment as described above, and not to sequential assignments to other positions triggered by the first move.

22.06

**Promotion - Required Qualifications**

In cases of promotion requiring higher qualifications or certification, OUC shall give consideration to employees who do not possess the required formal qualifications, but are preparing for qualifications prior to filling a vacancy. Such employees will be given an opportunity to qualify within a reasonable length of time, as mutually agreed between the parties to this Agreement, and to revert to their former positions if the required qualifications are not met within such time.



22.07 **Promotion - Placement on Scale**

Where an employee is appointed to another position which carries a higher salary scale, the employee will receive the rate in the new salary scale which is closest to but not less than an increase of 3.5% of the previous salary or the minimum of the new scale, whichever is greater.

**ARTICLE 23 - JOB TRANSFER AND RECLASSIFICATION DOWNWARD**

23.01 **Transfer to Lower Classification - Placement on Scale**

Where employees are transferred from one job classification to one in a lower rate structured category at the request of OUC, they will be placed at a step in the lower salary range equal to the pay received in the higher category on a "mark time" basis until the lower increment steps are matched or exceeded.

23.02 **Transfer of Position**

- (1) The Joint Committee may, at the request of either party, recommend to the OUC President requests for a lateral transfer or voluntary demotion to a vacant position, without the requirements to post the position, under the following circumstances:
  - (i) On compassionate or medical grounds to employees who have completed their probationary period.
  - (ii) To employees who are incapacitated by reason of industrial injury or illness arising from their employment at OUC.
  - (iii) To employees who become incapacitated through natural causes.
- (2) The jurisdiction of the Joint Committee is not limited to the initial placement under this provision and is retained by the Committee for subsequent placements.

23.03 **Secondment**

- (1) OUC agrees to advise the Union on any proposed secondment of an employee within the bargaining unit, to a position at OUC outside the bargaining unit, and to make every effort to provide the employee with two weeks' written notice, where possible, indicating the terms of such secondment.
- (2) The provisions of applicable current collective agreements or Administration policies will apply to such seconded employees. The secondment requires the mutual agreement of the affected employee.
- (3) Employees shall continue to accrue seniority and shall return to their positions within this bargaining unit immediately upon the expiration of their secondment.

**ARTICLE 24 - PROBATION FOR EMPLOYEES ON REGULAR APPOINTMENT**

24.01 New employees granted regular appointments, and employees on auxiliary appointments who obtain a regular appointment, shall be required to successfully complete a six-month probationary period calculated from their date of appointment to a position. If unsuccessful, they may be released from employment.

24.02 Employees on regular appointments who are granted a regular appointment to another position in OUC shall be required to complete a three-month probationary period calculated from date of appointment to the latter position. In the event that such employees prove unsatisfactory during the probationary period, they will be returned to their former position or failing that, they will be

placed in a position of equal salary and similar classification as determined by the Joint Committee.

- 24.03 In the event that the service of an employee on regular appointment is found by OUC to be unsatisfactory during the probationary period, or if for any other reason the employee does not complete the probationary period, it will not be necessary to re-post the position. Should such a situation arise, OUC may appoint the next available candidate recommended by the selection committee for that competition. Should the service of the second employee be found to be unsatisfactory during the probationary period, or if for any other reason the employee does not complete the probationary period, the position will be re-posted. The Union will be advised of actions taken by OUC.

#### **ARTICLE 25 - PERFORMANCE APPRAISALS**

- 25.01 When a formal appraisal of an employee's performance is carried out, the employee shall be given up to five working days after discussion with the immediate supervisor to review and respond to the appraisal.
- 25.02 Provision shall be made on the performance appraisal form for an employee to sign and add comments if desired. The form shall provide for the employee's signature in two places, one indicating that the employee has read and accepts the appraisal, and the other indicating that the employee disagrees with the appraisal. The employee shall sign in one of the places provided.
- 25.03 No employee may initiate a grievance regarding the contents of a performance appraisal unless the employee has signed in the space indicating disagreement with the appraisal.
- 25.04 An employee shall receive a copy of the performance appraisal at the time of signing.

#### **ARTICLE 26 - SENIORITY**

##### **26.01 Seniority for Regular Appointments**

- (1) Seniority for employees on regular appointments shall be defined as the length of accumulated full-time equivalent service with OUC, subject to section (4) of this clause and clause 26.02 (5) in the case of those employees with previous service in auxiliary appointments, and shall operate on a bargaining unit wide basis.
- (2) Employees on regular appointments shall be credited with seniority when they have successfully completed the required probationary period, after which seniority will be backdated to the date of appointment. Seniority earned during the probationary period will be included in the total seniority calculation upon the completion of the probationary period.
- (3) OUC will maintain seniority lists in keeping with section (1) of this clause. Seniority lists as of December 31st shall be sent to the Union and posted on all bulletin boards in January of the ensuing year.
- (4) If employees on regular appointments are absent from work because of sickness, accident, or leave of absence approved by the employer, they shall not lose seniority. Employees on regular appointment shall lose seniority only in the event:
  - (i) they are discharged for just cause and are not reinstated;
  - (ii) they resign and are not reinstated within 30 days;
  - (iii) in the case of layoff, where clause 36.02(13) does not take effect.
- (5) Employees shall not accumulate seniority for the duration of the layoff period.

##### **26.02 Seniority for Auxiliary Appointments**

- (1) Seniority for employees on auxiliary appointments shall be defined as the length of accumulated service with OUC, subject to clause 26.02(5) of this clause, and shall operate

on a bargaining unit wide basis.

- (2) Employees on auxiliary appointments shall be eligible to accumulate seniority upon the completion of 30 working days with OUC. Upon the completion of the 30 working days, the seniority for such employees shall be backdated to cover the 30 working days.
  - (3) Seniority for employees on auxiliary appointments shall be used for calculating receipt of increments based upon accumulated service, subject to clause 26.02 (5) of this clause. In addition, seniority earned on auxiliary appointments will be recognized should employees be successful in obtaining a regular appointment.
  - (4) OUC will maintain seniority lists for employees on auxiliary appointments showing the date upon which the employees' service commenced and their service as at the last working day of each month. Seniority lists will be sent within 15 days after the last day of each month to the Support Staff Bargaining Unit Chairperson who will be responsible for posting them on all bulletin boards.
  - (5) Auxiliary employees lose their seniority in the event that:
    - (i) they are discharged for just cause,
    - (ii) they voluntarily terminate or abandon employment with OUC,
    - (iii) there is a break of more than five consecutive months between appointments,
- 26.02 (5) (iv) they refuse three separate offers of employment for which they are qualified within a six-month period provided 23 hours notice of each offer is given and where the work offered is reasonably similar in **content** to that performed during previous auxiliary appointments,
- (v) Exceptions may be made for valid reasons, i.e., medical, family emergency, etc. In the case of refusals, employees shall be provided with written notification of the refusal.

#### **ARTICLE 27 - PAY PERIODS**

- 27.01 Salaries shall be payable every second Friday throughout the calendar year and in keeping with the Employment Standards Act, section (6). In the event that a statutory holiday falls on the pay day, the deposit shall be made on the previous day.

#### **ARTICLE 28 - SALARY AND WAGE INCREASES**

- 28.01 See Appendix C for the salary scales which apply for the term of this Agreement.
- 28.02 (1) "Upon receipt of written application by OUC, employees who left the employment of OUC between July 1, 1995 and the date of signing of this Agreement shall be entitled to any increase in salary for the periods of time the employees worked following July 1, 1995."
- (2) OUC shall supply to the Union a list of the last known addresses of such former employees and the Union undertakes to contact them.
- 28.03 Employees whose salary range received a downward adjustment during the 1993 job evaluation implementation will remain at their December 31, 1993 salary rate until the maximum of their new salary range meets or exceeds the salary being received. However, such employees shall continue to receive 50% of any negotiated salary increases applicable to the employees new classification until the 1998/99 contract year.

## **ARTICLE 29 - INCREMENTS**

- 29.01 Employees on full-time regular appointments shall receive an annual incremental increase in the pay period in which their anniversary date falls. The anniversary date for employees on regular appointments is defined as the starting date of continuous service with OUC or a date which reflects accumulated service, subject to clause 26.01 (4).
- 29.02 Employees on part-time regular appointments shall receive an incremental increase when they have completed the equivalent of 12 months' full-time service with OUC; additional incremental increases shall be given for each successive equivalent of 12 months' full-time service with OUC, subject to clause 26.01 (4).
- 29.03 Employees on auxiliary appointments shall receive an incremental increase when they have completed the equivalent of 12 months' full-time service with OUC and shall receive additional incremental increases for each successive equivalent of 12 months' full-time service with OUC, the foregoing being subject to clause 26.02 (5).
- 29.04 Incremental increases shall be given in keeping with the preceding clauses of this Article until the maximum of an employee's salary range has been reached.
- 29.05 The incremental spread shall be based on a 3.5% spread.
- 29.06 In recognition of long service and after 10 continuous years of full-time service or its equivalent, employees shall be eligible for an award of one additional increment. A further increment will be awarded upon completion of each additional block of five years.

## **ARTICLE 30 - SHIFT DIFFERENTIAL**

- 30.01 Differential pay shall be paid at the following rates:
- |                                         |        |
|-----------------------------------------|--------|
| Afternoon (4:00 p.m. to 12 midnight)    | \$0.70 |
| Graveyard (12:00 midnight to 8:00 a.m.) | \$0.85 |
- 30.02 Where the majority of an employee's regular hours of work fall within either the designated afternoon or graveyard shift, the differential shall be paid for all hours worked.

## **ARTICLE 31 - PAID FOR TIME**

- 31.01 All employees covered by this Agreement shall be paid for all time spent in the service of OUC. Rate of pay provided for by this Agreement shall be no less than the rates specified in this Agreement. Time shall be computed from the time that employees are ordered to report for work or registers in, whichever is later, until they have performed their scheduled duties. In the event that employees are required to travel to OUC locations or other distant locations, time will be computed on a portal-to-portal basis.

## **ARTICLE 32 - HOURS OF WORK AND OVERTIME**

- 32.01 **Work Week Defined**
- (1) Except for employees identified in 32.01 (2), the normal work week shall consist of five days consisting of seven-hour days from Monday to Friday inclusive.
  - (2) Hours of work for employees whose schedules are directly related to a student's class or study tour hours shall be in accordance with the needs of the student, but in any event, shall not exceed 70 hours bi-weekly.
  - (3) OUC may authorize modified work weeks for specified periods in selected parts of OUC's operations.

32.02

**Working Schedule**

- (1) OUC shall set forth the working schedule of each department, hereinafter referred to as the "Work Schedule". In the event of change to the work schedule, OUC will consult with the employees in the affected departments.
- (2) Employees shall not be scheduled to work more than five consecutive days unless otherwise agreed to between the Union and OUC. There shall be a minimum of two consecutive days off for each consecutive five days worked.
- (3) Except for employees identified in 32.01 (2), no shift shall be split for a period longer than the regularly scheduled meal period except by mutual agreement between the Union and OUC.

32.02

- (4) When it is necessary to temporarily reassign employees to a campus other than their designated work location, individual circumstances (.e.g daycare, previously booked appointments, etc.) will be taken into consideration in determining the temporary reassignment and the employee may be entitled to a subsistence allowance (see clause 66.04)

32.03

**Shifts**

- (1) Preference in the choice of shifts shall be determined within each department on the basis of seniority subject to the following:
  - (i) choice of shifts will be between regular employees in the same classification, and within the same campus.
  - (ii) choice of shifts will be between regular employees in the same classification, and within the same centre for changes of shifts in excess of three months duration.
  - (iii) regular part-time employees will not have choice of shifts over regular full-time employees.
- (2) OUC shall give affected employees at least 48 hours advance notice of proposed changes in shifts, except in the cases of emergency. In the event that 48 hours advance notice is not given, the employees affected shall receive applicable overtime rates of pay for any work performed within the 48 hour period.
- (3) All employees required to work shifts shall receive a minimum of two consecutive days off for each five working days.
- (4) Employees may exchange shifts with mutual consent of the parties involved and with the approval of OUC, provided that at least 48 hours advance notice is given and there is no increase in costs to OUC.
- (5) Where OUC and the Union mutually agree that a shift rotation system shall be put into effect, such shift shall be rotated on an equitable basis.

32.04

**Minimum Hours**

Except where otherwise provided in this Agreement, in the event that employees on regular appointments start work on any day and are sent home before they have completed their normal shifts, the employees shall be paid for the normal shift. Employees on auxiliary appointments shall be paid not less than four hours after starting work on any day unless the auxiliary employee makes a request to leave prior to having worked four hours.

32.05

**Minimum Call-out Time**

- (1) Employees who are called out to work outside their regular working hours without receiving more than 24 hours notice shall be paid for a minimum of four hours at overtime rates and shall be paid from the time they leave home to report for duty until they arrive back upon proceeding directly from work.

(2) If employees have notice of more than 24 hours, they shall be paid for a minimum of two hours at overtime rates and shall be paid from the time they leave home to report for duty until they arrive back upon proceeding directly from work.

32.05 (3) (i) Employees who are called out to work outside their regular working hours without receiving more than 24 hours notice, but who are able to complete the required task without leaving home, shall be paid for actual hours worked, in one-hour increments, at overtime rates.

(ii) Between the hours of 10 p.m. and 6 a.m., employees receiving a call-out under 32.05 (3) (i) shall be paid for a minimum of four hours at overtime rates.

(4) Employees shall have the right to refuse call-out except in emergency situations.

32.06 **Premium Rate on Weekends**

(1) Time worked on Saturday and/or Sunday as part of the regular work schedule of employees on regular appointments shall be paid at a premium rate of time and one-half for normal hours worked.

(2) Premium pay shall be waived for any new positions provided the posting clearly defines the weekend work schedule.

(3) In other circumstances, premium pay may be waived provided mutual arrangements are agreed to in writing by the Joint Committee.

32.07 **Overtime**

(1) **Sharing of Overtime**

Overtime work shall be allocated on an equitable basis within a department or specific work area involving employees within similar classifications.

(2) **Overtime Calculation**

Overtime shall be calculated in 30 minute increments.

(3) **Overtime during Layoffs**

There shall be no extended amount of overtime worked on any operation while there are employees on layoff in the same or similar types of operations and who are qualified to perform the available work.

(4) **Overtime Rates**

(i) **Regular Full-Time Employee**

(a) All time worked beyond the normal workday (seven hours) shall be deemed to be overtime. Overtime shall be paid for at the rate of time and one-half for the first two hours and double time after two hours in any one day or shift.

(b) Regular full-time employees who are required to work more than five consecutive days will be paid double time for all hours worked on the sixth and seventh day.

(ii) **Regular Part-Time Employee**

(a) All time worked beyond the normal workday (seven hours) shall be deemed to be overtime. Overtime shall be paid for at the rate of time and one-half for the first two hours and double time after two hours in any one day or shift.

32.07 (4) (ii) (b) Part-time employees must have worked on each of five consecutive days to be

eligible for overtime on the sixth and seventh day. Overtime on the sixth and seventh day to be paid at double time.

(iii) Auxiliary Employee

- (a) All time worked beyond the normal workday (seven hours) shall be deemed to be overtime. Overtime shall be paid for at the rate of time and one-half for the first two hours and double time after two hours in any one day or shift.
- (b) Auxiliary employees must have worked on each of five consecutive days to be eligible for overtime on the sixth and seventh day. Overtime on the sixth and seventh day to be paid at double time.
- (c) For employees identified in 32.01 (2), overtime will be paid for all hours worked in excess of 70 hours bi-weekly and for time worked in excess of five days per week.

(5) Time-off in Lieu of Overtime

- (i) Regular employees shall have the option of receiving equivalent compensating time off in lieu of payment for overtime worked if requested at the time of submission of overtime and on approval in writing from the immediate supervisor(s).
- (ii) Compensating time off shall be taken at a time mutually agreeable to the employees and the immediate supervisor(s), but in any event, shall be taken prior to December 31st of that calendar year.
- (iii) If employees are unable to schedule compensating time off due to operational requirements, any overtime due at December 31st for that calendar year, or prior to terminating employment, whichever is earlier, shall be paid in cash.

(6) Right to Refuse Overtime

All employees shall have the right to refuse to work overtime, except when required to do so in emergency situations. The parties recognize that provided reasonable notice has been given every effort will be made to accommodate overtime requests.

**32.08 Bus Drivers - Out-of-Region Travel**

- (1) Driver's rate shall apply for both driving and layover time, such layover time to be paid as straight time.
- (2) On all trips which take over five hours, but under seven hours, drivers shall be provided with a minimum of one meal.
- (3) On overnight trips where drivers have completed their driving time, they shall be paid their regular hourly rate and shall be provided with all meals and sleeping accommodation. The maximum layover time paid in any one day shall not exceed a normal day's pay of seven hours on trips not returning within the 24 hour period.

**ARTICLE 33 - MEAL PERIOD**

33.01 Employees shall be allowed to take one continuous period for meals of not less than 30 minutes nor more than one hour in any shift.

33.02 Employees shall not be compelled to take more than one continuous hour before they have been on duty three hours, or after they have been on duty five hours, or in accordance with the work schedule.

- 33.03 When employees are required to work in excess of two continuous hours' overtime immediately before or after completion of their regular shifts, they shall be entitled to paid time off for the purpose of eating, such time to be as stipulated above at regular rates of pay. However, such time will be granted consistent with the efficient operation of the establishment. Employees shall also receive a meal allowance in accordance with clause 66.01.

#### **ARTICLE 34 - REST BREAKS**

- 34.01 Employees working less than five hours shall be entitled to one rest break of 15 minutes. Employees working five hours or more shall be entitled to two rest breaks of 15 minutes each.

#### **ARTICLE 35 - SUBSTITUTION PAY**

- 35.01 When an employee replaces another employee in a higher classification, the replacement employee shall receive a higher rate of pay for the full period served in the replacement position. The rate of pay, in the case of substitution shall be the rate of the higher classification which is closest to but not less than an increase of 3.5% of the previous salary or the minimum of the new scale, whichever is greater. Substitution pay will be awarded only if written authorization has been given in advance by the Vice-President, Administration and Finance, or designate, for such substitution.
- 35.02 An employee on regular appointment who is temporarily assigned by OUC to a position with a rate of pay lower than his/her regular rate of pay shall maintain his/her regular rate of pay.

#### **ARTICLE 36 - PRE-LAYOFF CANVASS, LAYOFF AND RECALL**

##### **36.01 PRE-LAYOFF CANVASS**

- (1) Where the employer identifies a need to proceed with a layoff as defined in clause 36.02, the employer shall notify the Union, in writing, prior to issuing any layoff notices. The notice shall include where the reduction is required, the number of positions to be affected; the department(s); the centre; the pay level classification and qualifications of the position(s); the reasons for layoff; the cost reduction or other goal intended to be achieved by the layoff; the employees identified for pre-layoff canvass.
- (2) To minimize layoffs, other options as follows, but not limited to, shall be considered by the Joint Layoff Committee whenever possible, prior to issuing layoff notices:
- (i) vacant positions;
  - (ii) job-sharing;
  - (iii) reduced hours of work through partial leaves;
  - (iv) leave of absence
  - (v) transfer to other areas within the bargaining unit, subject to available work, and meeting qualifications with minimal training required;
  - (vi) agreed secondment;
- 36.01 (2) (vii) retraining of affected employees;  
(viii) voluntary severance payout;  
(ix) early retirement incentives as outlined in the collective agreement
- (3) The compensation provided under clause 36.01 (2) will not exceed the cost that would be incurred through layoff under clause 36.02.
- (4) If the Union requests, the employer shall meet with the Union, within five working days of the notice, to discuss the need to proceed with a layoff, the scope of the pre-layoff canvass and any related matter.
- (5) Within five working days of the notice in clause 36.01 (1), the employer shall conduct a pre-layoff canvass by sending out written notice to the Union and the employees identified for the pre-layoff canvass. The notice shall include the specifications as outlined above. The Union and employer may agree to a wider pre-layoff canvass.



- (6) It is understood that employees selecting voluntary severance or early retirement shall not be entitled to bumping or recall rights. A voluntary resignation and severance payment or early retirement must prevent a layoff of an employee who would be entitled to layoff notice or severance pay under the collective agreement.
- (7) Employees who are canvassed and who voluntarily respond to the canvass must do so in writing within 10 working days of receipt of the notice.
- (8) When the number of employees responding is greater than the reduction number identified by the employer, the employee(s) with the most service seniority shall be granted their pre-layoff option provided the compensation limit under #(3) above is not exceeded.
- (9) The employer shall confirm the employee's option with the employee and the Union, in writing, within five working days. The selection is final and binding.
- (10) If no employee(s) voluntarily choose the pre-layoff options, the employer shall proceed with layoff notice as outlined in clause 36.02.

## 36.02

### **LAYOFF AND RECALL**

- (1) Both parties recognize that job security should increase in proportion to length of service.
- (2) It is further recognized by the parties that seniority considerations for retained employees on regular appointment shall be subject to their ability to perform the duties and meet the minimum educational and experience requirements of the positions available within the bargaining unit.
- (3) For the purpose of this Article, seniority shall relate only to those employees on regular appointments.
- (4) After OUC has identified the specific positions to be eliminated, and subject to clause 36.01 (4) it shall notify the Union not less than 10 working days prior to implementing layoff plans.
- (5)
  - (i) Within five working days of notice being given pursuant to clause 36.02 (4), the Union and OUC shall meet as a Joint Layoff Committee to discuss and explore OUC's plans with respect to layoff and to attempt to reach agreement on the method of implementing the layoff plans.
  - (ii) The Joint Layoff Committee shall be comprised of members equal in number from both the Union and OUC.

## 36.02

- (6)
  - (i) In its review of OUC's plans for layoff, the Joint Layoff Committee shall consider factors which shall include:
    - (i) vacant positions;
    - (ii) transfer of affected employees;
    - (iii) retraining of affected employees;
    - (iv) bumping of less senior employees;
    - (v) any other relevant factors.
  - (ii) Provided there is a vacant position in the same centre and appointment category (see clause 16.01) for which the laid off employee is qualified and which is at an equal or higher job grouping than the position being eliminated, the laid off employee shall normally claim the vacant position and not be eligible to exercise his/her bumping rights under 36.02 (8).
- (7) Following the notice period pursuant to clause 36.02 (4), OUC may give notice of layoff to affected employees on regular full-time and part-time appointments; however, such notice shall not be less than 20 OUC working days, \* prior to implementation.

- (8) Employees on regular appointments whose positions are eliminated or who are displaced pursuant to this Article may exercise their seniority \* by claiming any position in any job grouping within the bargaining unit subject to:
- (i) A regular full-time employee may claim the position that is occupied by the least senior full-time employee on regular appointment in that job grouping within that centre; or
  - (ii) A regular part-time or sessional employee may claim the position that is occupied by the least senior employee on regular appointment in that job grouping within that centre where the hours are equivalent to or greater than the laid off employee; or
  - (iii) An employee may claim the position where the hours are less than the laid off employee provided the position being claimed is occupied by the least senior employee within that job grouping and that centre.
- (9) The claiming of a position as outlined in 36.02 (8) is subject to:
- (i) the claimant is able to perform the duties and meet the minimal educational and experience requirements of the position being claimed; and
  - (ii) the claimant has more seniority than the incumbent; and
  - (iii) if the position claimed is at another OUC centre then OUC shall not be required to pay any transfer expenses.
- (10) Should the claiming of a position under clause 36.02 (8) not be possible, the employee may claim a position occupied by an employee on auxiliary appointment provided that the claimant is able to perform the duties and meet the minimal educational and experience requirements of the position being claimed.
- (11) (i) Employees who claim a position under 36.02 (10) shall retain their regular appointment status for the term of their employment in that position and any subsequent consecutive appointments to like positions.
- 36.02 (11) (ii) For the purpose of this Article an employee who has accepted an auxiliary appointment shall retain his/her right to claim a regular position under 36.02 (8) for a maximum period of one year from the date of layoff unless an extension is mutually agreed to by the Joint Committee.
- (12) In the event that the former position of the laid off employee becomes available within a one year period from the date of lay-off, he/she shall be offered the position. In the event that an employee refuses a recall offer to his or her former position, OUC shall remove the employee's name from the recall list, unless there are extenuating circumstances acceptable to the Joint Committee.
- (13) Prior to filling an auxiliary position, OUC shall recall employees laid off pursuant to this Article in order of job grouping seniority relating to the vacancy, provided the employee is competent to do the work and has been laid off within the previous year. OUC shall not be required to pay any transfer expenses which might arise as a result of recall.
- (14) (i) Prior to filling a regular position in a job grouping comparable to job groupings of laid off employees, OUC shall post internally that vacant or new position. Any such posted position shall be filled by a regular employee or an employee on layoff provided the applicant meets the qualifications for that position. In filling any resulting vacancy, the above procedure shall be followed. If a laid off employee is recalled, it shall be in order of job grouping seniority provided the employee is competent to do the work and has been laid off within the previous year. OUC shall not be required to pay any transfer expenses which might arise as a result of such a recall.
- (ii) The determination of comparable job groupings shall be determined by the Joint Committee. In the event the Joint Committee is unable to reach agreement, the

position shall be posted in accordance with 36.02 (14).

- (15) (i) OUC shall inform all employees on the recall list of all position vacancies at the time of internal posting. Notice of vacancies shall be made by telephone, mail or by direct personal contact. In the event that an employee on the recall list wishes to be considered for a vacant position, the employee must apply in writing by the closing date of the posting.
- (ii) In the event that an employee on layoff fails to apply for two position vacancies in his/her former job grouping, OUC shall remove the employee's name from the recall list unless there are extenuating circumstances acceptable to the Joint Committee.
- (16) An employee whose position is eliminated under this Article and who has served OUC for two years or more shall, if re-employed by OUC in accordance with clause 36.02 (12), retain all rights in relation to seniority and salary.
- (17) In the case of employees whose employment was terminated under this Article the records of such employees and any references for them shall clearly indicate the nature of termination and every effort shall be made to avoid any stigma of dismissal being attached thereto.
- (18) The scheduled non-working time; i.e., the inter-session period, for employees on regular appointments of less than 12 consecutive months shall not be deemed to be a temporary layoff for the purpose of this Article.
- (19) In the event of layoff of employees on regular appointments, OUC agrees to pay the monthly B.C. Medical Plan premiums for employees on regular appointments who are presently covered by the Plan, up to a limit of three months.
- 36.02 (20) If former employees are re-employed on a regular appointment by OUC during the 12-month period following termination, they shall refund to OUC that portion of severance pay which exceeds one month's salary for each month of layoff.
- (21) An employee shall retain his/her layoff status for a maximum period of one year from the date of layoff except as provided in 36.02 (11) (ii).
- (22) Both parties agree that, in the case of correspondence relevant to clause 36.02 - Layoff and Recall, copies of such correspondence between OUC, and employee(s), and the Union shall be released coincidentally to the President of the Union and/or designate.

## **ARTICLE 37 - DISCIPLINE, SUSPENSION, DISMISSAL**

### **37.01 Censures**

- (1) Whenever OUC or its agent deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred to, or may follow if such employee fails to bring his/her performance up to a required standard by a given date, OUC shall, within 10 working days after the censure, given written particulars of such censure to the employee and the Union.
- (2) Subject to clause 37.01(3) after a period of 12 months and upon a request in writing by the censured employee, written censures shall be removed from personnel records and destroyed, provided there are no further censurable infractions.
- (3) In the case of a written censure issued as a result of a sexual harassment complaint, the censure shall be removed from personnel records and destroyed after a period of 5 years, upon a request in writing by the censured employee, and provided there are no further censurable infractions under this clause.

### **37.02 Suspension/Dismissal Procedure**

- (1) An employee on regular appointment may be dismissed for just cause only upon the

authority of OUC or its agent. Notice of dismissal shall be given in writing to such employee and a copy of the notice shall be released coincidentally to the Union.

- (2) In the case of suspension of an employee, the Union and the employee shall be advised by OUC, in writing, of the reasons for such suspension within two working days of the time of suspension.
- (3) An employee considered by the Union to be wrongfully or unjustly disciplined, discharged or suspended shall be entitled to recourse under the grievance procedure in accordance with Article 74 of this Agreement.

37.03 **Abandonment of Position**

An employee who fails to report for duty for three consecutive days without informing OUC of the reason for the absence will be presumed to have abandoned his/her position. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not informing OUC.

37.04 **Right to Steward Representation**

\*

- (a) An employee shall have the right to have his/her steward present at any discussion with supervisory personnel which the employee reasonably believes might be the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall make every effort to notify the employee in advance of the purpose of the interview in order that the employee may contact his/her steward, providing that this does not result in an undue delay of the appropriate action being taken. This clause shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.
- (b) A steward shall have the right to consult with a staff representative of the Union and to have a local Union representative present at any discussion with supervisory personnel which the steward reasonably believes might be the basis of disciplinary action against the steward, providing that this does not result in an undue delay of the appropriate action being taken.

37.05 **Correspondence**

Both parties agree that in the case of correspondence relevant to Article 37 - Discipline, Suspension, Dismissal, copies of such correspondence between OUC, and employee(s), and the Union shall be released coincidentally to the President of the Union and/or designate.

37.06 **Personnel Files**

Upon reasonable notice and during normal working hours, an employee, or the President of the Union (or designate) with the written authority of the employee, shall have the right of access to the employee's personnel record. The file shall be reviewed in the presence of an authorized representative of the Employee Relations Division and shall not be removed from the office in which access is provided.

**ARTICLE 38 - SEPARATION OF EMPLOYMENT**

38.01 Upon dismissal, the employee shall be paid, as soon as possible, by OUC all money due to the employee.

38.02 Upon resigning, the employee shall be paid by OUC, on or before the pay day in the week following such resignation, all money due to the employee.

38.03 An employee shall notify OUC of his/her decision to leave the employ of OUC by giving written notice ten (10) working days in advance of the effective date of resignation unless an earlier date is mutually acceptable. The employee shall receive termination pay and benefits as provided for

in this Agreement.

**ARTICLE 39 - RE-EMPLOYMENT**

- 39.01 An employee, who was on a regular appointment, and who resigns for personal reasons may, within 30 days of the date of resignation, apply to be reinstated in his/her former position.
- 39.02 In the event that an employee is reinstated pursuant to this Article, such employee shall retain all previous rights with respect to seniority and benefits, provided that the employee had previously been employed with OUC for a minimum of five years.

**ARTICLE 40 - TECHNOLOGICAL CHANGE**

- 40.01 Whenever possible OUC will provide the Union with two months' notice of intention to introduce technological changes which might result in displacement or reduction of personnel.
- 40.02 Employees becoming redundant due to technological change shall be eligible for retraining to qualify for new positions. Such retraining will be provided by OUC without loss of pay to the affected employee(s).
- 40.03 Employees who are displaced from their jobs by technological change will suffer no reduction in normal earnings for a three-month period following such change and will be given the opportunity to fill other positions according to seniority and qualifications.
- 40.04 The manner and method of replacing employee(s) undergoing retraining made necessary by technological change and the job to which the employee(s) may return should they be unsuccessful in their training will be discussed by the parties to this Agreement or their delegates, before the retraining begins.
- 40.05 Employees whose services are terminated because of technological change shall receive severance pay.

**ARTICLE 41 - SEVERANCE PAY**

- 41.01 The following regular employees will be eligible for severance pay:
  - (1) an employee whose service is terminated by OUC for reasons pursuant to Article 36 - Layoff and Recall and Article 40 - Technological Change; or
  - (2) an employee on regular appointment as at March 6, 1989 who accumulated five or more years of service and voluntarily leaves the service of OUC; or
  - (3) an employee who becomes eligible under the terms of Appendix E; or
  - (4) an employee who retires and is eligible for retirement as defined under the Municipal Superannuation Act.
- 41.02 (i) If severance is payable under clause 41.01 then it shall be based on the employee's highest monthly salary and shall be calculated as follows:

<u>Completed Years of Service</u>	<u>Severance</u>
1 - 4	5 days for each year
5 - 8	40 days
9 +	5 days for each year

- (ii) Severance pay for employees referred to in clause 41.01 (2) who were on staff as of June 30, 1977 will be payable on a prorata basis.

- (iii) Severance pay for part-time and sessional employees will be payable on a prorata basis with the total hours worked pro-rated over the length of service to calculate the average number of hours worked each day to determine the daily rate.

41.03 Severance pay shall not be payable to employees terminated for cause nor to employees who have less than one year of completed service.

## **ARTICLE 42 - VACATIONS**

### **42.01 Definition**

Annual vacations shall be based upon the calendar year; i.e., January 1st to December 31st, inclusive.

### **42.02 Leave Entitlement for New Employees**

An employee earns but is not entitled to receive vacation leave during the first six months of employment, except by mutual agreement of the employee and OUC. Vacation entitlement earned prior to December 31st shall be added to the next year's holiday entitlement.

### **42.03 Carryover**

Upon notification in writing to their supervisor(s) prior to November 30th, employees on regular appointments may carry-over a maximum of five days' vacation leave to the next calendar year. Employees on sessional appointments may take vacation entitlement at a mutually agreeable time during the period of their appointments, and the provision to carry-over vacation does not apply.

### **42.04 Pay-out of Vacation**

For employees on sessional appointments, vacation entitlement not taken during the appointment period shall be paid out in cash at the end of the appointment period.

Employees on regular appointments shall not receive cash in lieu of vacation time except upon termination of their employment.

### **42.05 Vacation Leave Credits**

- (1) Employees on regular appointments of 12 months a year shall earn vacation leave credits as follows; prorated where there is less than a full year's service: \*
  - (i) During the first to sixth consecutive years of employment inclusive, employees shall receive 20 working days' paid annual vacation.
  - (ii) During the seventh to ninth consecutive years of employment, employees shall receive 26 working days annual vacation.
  - (iii) During the tenth to fourteenth consecutive years of employment, employees shall receive 27 working days annual vacation.
  - (iv) During the fifteenth to nineteenth consecutive years of employment, employees shall receive 28 working days annual vacation.
  - (v) During the twentieth to twenty-fourth consecutive years of employment, employees shall receive 29 working days annual vacation.
  - (vi) During the twenty-fifth consecutive year of employment and thereafter, employees shall receive 30 working days annual vacation.
- (2) For employees on full-time regular appointments proration of annual vacation entitlement shall be based upon every month of service in which employees are paid a minimum of 70

hours.

- 42.05 (3) For employees on part-time regular appointments proration of annual vacation entitlement shall be based on actual hours worked.
- (4) Employees on full-time regular appointments of less than 12 months or a part-time regular appointment shall earn vacation leave credits in accordance with clause 42.05 (1) on the basis of accumulative service.

42.06 **Auxiliary Appointments**

- (1) Auxiliary employees, who are on the seniority list, may request vacation leave by application to the Director, Employee Relations.
- (2) Employees on auxiliary appointments of more than six months duration may request at the start of their appointment to earn vacation entitlement. Such entitlement not taken during the appointment period shall be paid out in cash at the end of the appointment period.
- (3) Employees on auxiliary appointments shall receive vacation pay at 6% for the first 3,430 accumulated hours, 8% for the next 6,720 accumulated hours and 10% for all hours accumulated over 10,150 hours subject to clause 26.02(5). Vacation pay shall be paid bi-weekly.
- (4) Notwithstanding clause 26.02(5), offers of employment for which employees are qualified, and which would have required the employees to work during a vacation leave, shall not be deemed a refusal of employment.

42.07 **Vacation Schedules**

- (1) Vacation schedules shall be circulated and posted not later than April 1st of each year. Employees who do not exercise their seniority rights within two weeks of receiving the vacation schedule shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.
- (2) Employees who transfer to another office or work location where the vacation schedule has already been completed will not be entitled to exercise their seniority rights for that year only.
- (3) OUC shall make every reasonable arrangement to ensure that employees are able to schedule vacations during the period from June 1st to September 1st, which shall be defined as prime-time vacation period. However, every effort shall be made to grant vacation at the time of the employee's choice.
- (4) Vacation schedules, once approved by OUC, shall not be changed, other than in the cases of emergency, except by mutual agreement between the employees and OUC.

42.08 **Vacation Pay**

Payment for vacations will be made at employees' regular rates of pay, except if employees have been working in a higher paid position than their regular position for the majority of 60 working days preceding their vacation, in which case they shall receive the higher rate.

42.09 **Vacation Advance**

Employees shall receive on the last office day preceding commencement of their annual vacation any cheques which may fall due during the period of their vacation, providing the Director, Employee Relations has been advised in writing 14 calendar days in advance.

42.10 **Vacation Relief**

The employer acknowledges that the purpose of vacation leave is to provide employees with a period of relief from the normal working environment and, as such, that employees are entitled to expect that their principal duties will be carried out during a period of absence.

**ARTICLE 43 - STATUTORY HOLIDAYS**

43.01 (1) All employees on regular appointments shall receive a day off with pay on the following holidays:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
British Columbia Day	

and any other day proclaimed by the Federal, Provincial or Municipal Government as a holiday. When any of the above holidays fall on a normal non-working day and no other day is declared in substitution thereof, employees shall receive a day off in lieu of the holiday at their regular rate of pay. Employees required to work on Christmas Day and/or New Year's Day shall receive a regular day's pay at one and one-half plus another day's pay or day off. Employees required to work on any other statutory or proclaimed holiday shall receive the regular day's pay plus another day's pay at time and one-half.

(2) Statutory holidays for regular part-time employees will be prorated based on actual hours worked in the preceding 28 day calendar period.

43.02 All employees on auxiliary appointments who have worked 15 of the 30 calendar days prior to a statutory holiday, and are still employed by OUC, or are re-employed by OUC within 10 working days (exclusive of statutory holidays) of the holiday, shall be paid for such holiday. In the case of employees who work varied hours, the pay for the holiday is calculated as the average of their hours exclusive of overtime for the days they have worked in the four-week period immediately preceding the week in which the statutory holiday occurs.

**ARTICLE 44 - LEAVE OF ABSENCE WITH PAY: CHRISTMAS FLOATER**

44.01 (1) A day's leave of absence with pay shall be granted by OUC to all employees, except those designated by OUC to remain on duty in keeping with operation requirements, as follows:

- (i) on December 24 when Christmas Day falls on a Tuesday, Thursday, Friday or a Saturday;
- (ii) on December 27 when Christmas Day falls on a Monday or a Wednesday;
- (iii) on December 28 when Christmas Day falls on a Sunday.

(2) Those employees who are designated to remain on duty on the Christmas floater shall receive a day off in lieu within the following 12 months.

45.01 In keeping with Superannuation legislation.

**ARTICLE 46 - DEFERRED SALARY LEAVE PLAN**

46.01 Employees on regular appointments who have been continuously employed at OUC for a minimum of five years are eligible to participate in the Deferred Salary Leave Plan. The terms and conditions of the Plan are contained in OUC policy and a copy of the policy may be obtained



from the Employee Relations Division.

## **ARTICLE 47 - HEALTH AND WELFARE PLANS**

### **47.01 Group Insurance Plan**

- (1) Life Insurance - two times annual salary (Principal Sum) with a floor of \$20,000.
- (2) Accidental Death and Dismemberment -  
Life (in addition to any Life Insurance) The Principal Sum  
Both Hands The Principal Sum  
Both Feet The Principal Sum  
Entire Sight of Both Eyes The Principal Sum  
One Hand and One Foot The Principal Sum  
One Hand and Entire Sight of One Eye The Principal Sum  
One Foot and Entire Sight of One Eye The Principal Sum  
Speech and Hearing The Principal Sum  
One Arm Three-quarters of The Principal Sum  
One Hand Three-quarters of The Principal Sum  
One Foot Two-thirds of The Principal Sum  
Entire Sight of One Eye Two-thirds of The Principal Sum  
Speech or Hearing One-half of The Principal Sum  
Thumb and Index Finger of Either Hand One-third of The Principal Sum

### **47.02 Long-Term Disability Plan**

Long Term Disability payable after 90 days of disability at a level of 60% of monthly salary to a non-evidence maximum of \$2,500.

### **47.03 Dental Care Plan**

- (1) Plans A and B, Basic Services - diagnostic, preventive, surgical services, etc.;  
☞ 100% reimbursement from the Plan.
- (2) Plan C, Prosthetic Appliances and crown and bridge procedures;  
☞ 50% co-insurance.
- (3) Plan D, Orthodontics - available to employees and dependents only after patient has been covered continuously for 12 months, maximum lifetime benefits \$2,500 per patient.  
☞ 50 % co-insurance

### **47.04 Medical Care Plan**

- (1) Standard Medical.
- (2) Medical Supplement.
- (3) Optical Coverage  
☞ \$150 maximum coverage for each insured individual during a 24-month period, and every 12 months for each insured individual under the age of 18 years.

### **47.05 Carrier Policy**

The above is provided solely for the purpose of explaining the principal features of the plans. All rights with respect to the benefits of the plans will be governed by the policies issued by the carriers.

### **47.06 Level of Coverage**

OUC agrees that the benefits under clauses 47.01, 47.02, 47.03, and 47.04 shall not be less than those provided under clauses 47.01, 47.02, and 47.03 of the 1978-79 collective agreement.

47.07 **Premiums**

OUC agrees to pay 100% of the premiums for the Health and Welfare plans.

47.08 **Compensation in Lieu of Health and Welfare Benefits**

(1) **Regular Appointments**

- (i) Employees on part-time appointments who are scheduled to work 17.5 hours per week or more shall be entitled to the Health and Welfare Benefits under clauses 47.01, 47.02, 47.03, and 47.04.
- (ii) Employees on part-time appointments who are scheduled to work less than 17.5 hours per week shall, at the employee's option, receive compensation of either \$0.55 per hour worked, to a maximum of \$38.50 bi-weekly in lieu of Health and Welfare Benefits, or B.C. Medical coverage.

(2) **Auxiliary Appointments**

Upon the completion of 30 working days, employees on auxiliary appointments shall thereafter be entitled to receive compensation of fifty-five cents (\$0.55) per hour worked, to a maximum of \$38.50 bi-weekly in lieu of health and welfare benefits, provided there is not a break in service pursuant to clause 26.02 (5).

47.09 **Long Term Disability**

- (1) Employees on long term disability will be considered employees for purposes of the Municipal Superannuation plan only and will continue to be covered by medical, extended health, dental and group life and AD & D insurance for the first 24 months from the date on which the employees received compensation under the Long Term Disability Plan. Participation in these plans may be continued past the 24 months provided OUC is reimbursed for 100% of the applicable premiums.
- (2) Employees who qualify for Long Term Disability benefits shall retain their accumulated seniority and will only accumulate seniority for the first 24 months while on Long Term Disability for the purposes of layoff/recall, vacation selection and promotion and will have access to the grievance procedure in the collective agreement during this period. Except as otherwise expressly provided, employees on Long Term Disability will not be covered by any other portion of the collective agreement.

- 47.09 (3) Employees who have recovered from a total disability during or immediately upon the expiration of the first 24 months from the date on which the employees received compensation under the Long Term Disability Plan shall be entitled to be reinstated by OUC in an equivalent or similar position, provided the employees are able to perform the duties in a satisfactory and efficient manner and there is a position available.

- (4) If employees are unable to return to work upon the expiration of the first 24 months, as stated in clause 47.09 (3), their employment with OUC will be deemed to be terminated except as expressly provided in clause 47.09 (1) unless an extension is mutually agreed to by the Joint Committee.

**ARTICLE 48 - MEDICAL REQUIREMENTS**

- 48.01 Any OUC-required physical or medical examinations shall be promptly complied with by all employees, provided however, OUC shall pay for all such physical or medical examinations and for any time lost as a result thereof during their working hours. When employees are examined by a physician paid by OUC, and it is found that such employees are not fit to carry on their employment, the OUC-paid physician shall first consult with the employee's physician and/or an

electd physician of the Union. If after such consultation it is found that the employee(s) involved are capable of carrying on in their present class of employment, they will be reinstated forthwith without loss of pay.

48.02 When either party becomes aware that an employee has been diagnosed as having been exposed to an infectious or contagious disease and with the consent of the employee, the Joint Committee shall meet, within five days, at the call of either party.

The Joint Committee shall explore all avenues relevant to offering protection to the employee sufficient to safeguarding the employee from opportunistic infection.

The Committee shall consult with such professional groups as it deems necessary in order to reach a conclusion which shall be in keeping with current standards.

#### **ARTICLE 49 - CONTINUATION OF BENEFIT COVERAGE**

49.01 When employees go off work ill, or are on a Worker's Compensation Board claim after the first 126 working days, or are on leave of absence without salary, or a grievance is invoked on their discharge, OUC shall continue to pay any or all Health and Welfare benefits as detailed under Article 47 of this Agreement provided:

- (1) the employee(s) reimburse OUC for such contributions made on their behalf and is at no time in arrears;
- (2) periods of less than one month shall not be charged to the employee;
- (3) the period of such coverage shall exceed 12 months only by mutual agreement of the two parties.

#### **ARTICLE 50 - EMPLOYEE ASSISTANCE PROGRAM**

50.01 OUC and the Union will jointly participate in the administration of a mutually acceptable Employee Assistance Program for employees on regular appointments. OUC will provide an administration fee up to the equivalent of 0.2% of the bargaining unit salary base in each fiscal year to fund the cost of the program.

50.02 An Employee Assistance Program Joint Committee shall be established and consist of one representative from each participating employee group and one representative from OUC.

50.03 The Employee Assistance Program Joint Committee will evaluate and report on the performance of the program prior to March 31st each year.

#### **ARTICLE 51 - WORKERS' COMPENSATION BOARD CLAIM**

51.01 Where employee(s) are on a claim recognized by the Workers' Compensation Board, employee(s) shall be entitled to leave, at their regular rate of pay, up to a maximum of 126 working days for any one claim resulting from any one injury or recurrence of that injury. Throughout this period the employee(s) will have .25 day deducted from their accumulated sick leave credits for each day of claim. The compensation payable by the Workers' Compensation Board shall be remitted to OUC.

51.02 If after 126 working days under clause 51.01 the employee(s) still remain on leave, the deduction from sick leave credits will be one day for each day of claim or, at their option, 75% salary only, as a direct WCB claim. In any case, when employee(s) have no sick leave to their credit, they may be granted leave without pay and would then be a direct claim on WCB.

51.03 OUC shall pay Health and Welfare benefits as defined under Article 47 during the first 126 working days leave on each Workers' Compensation Board Claim.

## **ARTICLE 52 - SICK LEAVE PROVISIONS**

### **52.01 Sick Leave Defined**

Sick leave means the period of time employees are permitted to be absent from work with full pay by virtue of being sick, disabled, exposed to contagious disease, or because of an accident for which compensation is not payable under the Workers' Compensation Act.

### **52.02 Amount of Sick Leave**

(1) Sick leave shall be granted to employees on regular appointments, who were in the employ of OUC on regular appointment as of June 30, 1978, on the basis of one-and-one-half (1.5) days for every month of service. Employees working less than full-time shall earn sick leave on a pro-rata basis based on the employees regular appointment. Sick leave shall be calculated from the date of employment. In any one year when employee(s) have not had sick leave or only a portion thereof, they shall be entitled to an accrual of all unused portion of sick leave up to a maximum of 250 working days for future benefits. A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave as defined in this Agreement.

(2) Sick leave shall be granted to employees on regular appointments, who were appointed July 1, 1978 or thereafter, on the basis of one-and-one-half (1.5) days for every month of service. Employees working less than full-time shall earn sick leave on a pro-rata basis based on the employees regular appointment. Sick leave shall be calculated from the date of employment. In any one year when employee(s) have not had sick leave or only a portion thereof, they shall be entitled to an accrual of all unused portion of sick leave up to a maximum of 180 working days for future benefits. A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave as defined in this Agreement.

52.02 (3) Normally there shall be no charge against an employee's sick leave credits for absences of less than one-half day.

(4) Where the period of absence for sick leave is at least one-half day but less than a full day, one-half day only shall be charged against sick leave.

(5) When employees are qualified for sick leave with pay during their vacation period, there shall be no deduction from the vacation credits for such leave, and the period of vacation so displaced shall be taken at a mutually agreed time.

### **52.03 Illness in the Family**

In the case of illness of an immediate member of the family permanently residing in the employee's household or with whom the employee permanently resides where no one at home, other than the employee, can provide for the needs of the ill person, the employee shall be entitled, after notifying their supervisor, to use accumulated sick leave for this purpose, to a maximum of 10 days per year provided a minimum of 12 days is available each year for personal sick leave only (see clause 52.02).

### **52.04 Proof of Illness**

(1) Employees may be required to produce a certificate from a duly qualified practitioner for any illness certifying that they are unable to carry out their duties due to illness. Employees may be required to produce a certificate from a duly qualified practitioner certifying that the immediate family member is ill and requires attention.

(2) OUC may require employees to have their physician complete OUC's Illness and Injury Report, and to forward the completed report to the OUC Physician.

### **52.05 Sick Leave During Leave of Absence**

When employees are given leave of absence without pay for any reason, or are laid off in

accordance with Article 36 and return to the service of OUC upon expiration of such leave of absence, etc., they shall not receive sick leave credit for the period of such absence, but shall retain their cumulative credit, if any, existing at the time of such leave or lay off.

52.06 **Right to Borrow Sick Leave**

Employees unable to return to work at the termination of the period for which sick leave with pay is granted shall be permitted to "borrow" up to 18 days' sick leave with pay from their future sick leave credits. At the end of this period any extension of "borrowing" can only be granted upon review and by mutual agreement of the parties hereto. This may not be necessary if an Income Continuance Plan is implemented.

52.07 **Sick Leave Records**

A record of all unused sick leave will be kept by OUC. Immediately after the close of each calendar year, employees shall receive a record from OUC of their accumulated sick leave credit. On receipt of written application employees shall be advised of the amount of sick leave accrued to their credit.

52.08 **Retirement Leave**

Upon retirement, employees on regular appointments shall be granted a leave, or at the employee's option a cash pay-out, equal to a maximum of 60 days accumulated sick leave.

52.09 **Voluntary Sharing of Sick Leave**

If employees suffers a prolonged illness and use up all their sick leave credits, other employees may each voluntarily donate up to a maximum of 10 days sick leave from their accumulated sick leave credits for the use of the ill employee(s) provided a minimum of 12 days is retained each year for personal sick leave only. The total of all such donations shall not exceed 90 days or the number of days required to cover the ill employee(s) until they qualify for coverage under the long term disability plan, whichever is the lesser of the two. Such donation of sick leave credits shall be given in writing to OUC prior to the expiration of the ill employees' sick leave credits.

52.10 **Medical and Dental Appointments**

- (1) Where it is not possible to schedule medical and/or dental appointments outside regularly scheduled working hours, reasonable time off for medical and dental appointments for employees and for dependent children shall be permitted, but where any such absence exceeds one hour, the additional time off shall be charged to employees' sick leave credits.
- (2) Employees in areas where adequate medical and dental facilities are not available shall be allowed to deduct from their sick leave credits the necessary return travelling time to receive personal or immediate family medical and dental care at the nearest medical/dental centre.
- (3) OUC may request a certificate of a qualified medical or dental practitioner, as the case may be, stating that treatment could not be provided by facilities or services available at the employee's place of residence.

52.11 **Medical Examination**

- (a) Where OUC requires an employee to submit to a medical examination, by the OUC physician, it shall be at OUC's expense and on OUC's time, other than a medical examination required under Article 52.04 hereof.
- (b) The right is reserved by OUC to define the scope of the medical examination. The cost of this examination to be set by the fee schedule subscribed to by the B.C. Medical Association.

**ARTICLE 53 - PARENTAL LEAVE**

- 53.01 Parental leave of absence without salary shall be granted on application to the OUC President. The duration and other terms shall be decided on an individual basis, taking into account individual needs as far as possible, but shall be subject to the following general provisions:
- (1) A maternity leave of absence without pay shall be granted at any time chosen by the employee during the 11-week period immediately preceding the anticipated date of birth for a period of up to six months, or to the expiry date of the auxiliary appointment, whichever is shorter.
  - (2) Parental leave of absence without pay shall be granted for up to six months, or to the expiry date of the auxiliary appointment, whichever is shorter, in a period commencing:
    - (i) with the week in which a newborn child(ren) arrives in the employee's home; or
    - (ii) with the week a child(ren) is placed in the employee's home for the purpose of adoption or permanent guardianship;
- and ending 52 weeks after the week referred to in (i) and (ii) above.
- 53.01 (3) Application may be made for an additional period of up to, but not exceeding six months, or to the expiry date of the auxiliary appointment, whichever is shorter.
- (4) Employees who apply for and are granted leave under this clause may elect to take all or part of their accrued vacation entitlement at full salary during their leave of absence.
  - (5) Employees who apply for and are granted leave under clause 53.01 (1) will not be eligible for leave under clause 53.01 (2).
- 53.02 Employees on regular appointments will accrue vacation entitlement for the first six months of any leave granted under this Article.
- 53.03 Where both parents are OUC employees, and if both parents apply for leave, the second leave request shall be limited to a maximum of 12 weeks.
- 53.04 Employees shall give as much notice as possible, but in any event no less than two months notice, to allow satisfactory arrangements to be made for replacement. This notice may be waived by OUC because of extenuating circumstances.
- 53.05 OUC shall pay Health and Welfare benefits as defined in Article 47 for the first six months of any leave granted under this Article. Employees shall reimburse OUC for health and welfare benefits paid on their behalf during the remainder of the leave. If employees fail to return to work on the pre-arranged date, monies paid by OUC under this clause shall be recovered.
- 53.06 On completion of the leave, employees shall resume their position without disadvantage in seniority, salary or increases in salary and/or fringe benefits, provided the employee has a minimum of 12 months continuous service with OUC prior to taking such leave.
- 53.07 **Sick Leave Credits**
- Illness arising due to pregnancy during employment and prior to leave of absence may be charged to normal sick leave credits.

## **ARTICLE 54 - BEREAVEMENT**

- 54.01 In the case of bereavement in the immediate family, leave with pay shall be granted to regular employees to a maximum of five working days. Any additional leave is without pay or as a charge to vacation leave.
- 54.02 Immediate family is defined as an employee's father, mother, spouse, brother, sister, son, daughter, common-law child, or ward, grandparent, grandchild, father-in-law, mother-in-law, and any other relative permanently residing in the employee's household or with whom the employee permanently resides.

- 54.03 One day's leave with pay will be allowed to attend the funeral of other friends or relations and where employees have been asked to be a pallbearer they shall, at the discretion of their immediate supervisor, be allowed sufficient time off from their duties to meet those obligations.
- 54.04 If employees are on vacation leave at the time of the bereavement, they should, upon their return to duty, present their supervisor with sufficient proof of bereavement and receive a day or days off to compensate for time lost during their vacation.
- 54.05 Auxiliary employees will be granted leave without pay consistent with the provisions in this Article.

#### **ARTICLE 55 - DECEASED EMPLOYEE**

- 55.01 In the event of the death of an employee, the employee's beneficiary(ies), as stated under the group insurance plan, or the employee's estate shall receive:
- (1) payment of the full month's salary of deceased irrespective of the day in the month that the employee died;
  - (2) payment in full of all employee's accrued vacation pay;
  - (3) where an employee dies while in the service of OUC, the following amounts shall be paid to the dependent or dependents of the employee:
    - (i) one month's salary for each completed and continuous year in the service of OUC, to a maximum of six months.
- 55.02 All the aforementioned payments will be paid without delay.

#### **ARTICLE 56 - EXCHANGE LEAVE**

- 56.01 An Employee Exchange Committee shall be established consisting of two members appointed by OUC and two members appointed by the Union who shall be employees on regular appointments. This committee shall meet no later than 10 working days following the call of either party.
- 56.02
- (1) Employees on regular full-time appointments who have been employed by OUC for three years or more and are not on probation may initiate negotiations on their own to exchange positions with an individual of comparable qualifications and experience for one year.
  - (2) Applications from employees on regular part-time or sessional appointments will be considered for approval on an individual basis.
- 56.03 Exchange leave shall be subject to the following conditions:
- (1) Employees granted exchange leave shall have their full salary and benefits paid by OUC during the exchange period.
  - (2) The exchange time shall count in full for increment and seniority purposes.
  - (3) Exchange leaves shall normally be for one year with the possibility of leaves of six months to one year if within the B.C. college system.
  - (4) Only one employee or 10% of staff within a department, whichever is greater, shall normally be on exchange leave at any given time.
  - (5) Incoming employees must agree to take out an associate membership in the Union and must sign a statement to the effect that they will abide by the conditions and procedures laid down in the Agreement.
  - (6) OUC shall extend to the incoming employees all non-monetary benefits of the Agreement.

- (7) Whatever would normally constitute grounds for dismissal or suspension under the Agreement shall be considered grounds for the termination of the exchange agreement.
- 56.03 (8) Employees applying for exchange and OUC shall normally adhere to the following time schedule:
- (i) At least one year before the commencement of the proposed leave, employees wishing to take an exchange leave shall notify the OUC President and designated supervisor, in writing, of their intention to negotiate an exchange leave. The President will forward the application to the Employee Exchange Committee which shall review the application and the effect the leave would have on OUC operations. This process shall include consultation with the designated supervisor and the employees in the area concerned. The Committee will submit its recommendation to the OUC President in respect of the candidate to be granted exchange leave. The President will notify the employee(s) of the preliminary decision of OUC.
  - (ii) At least 10 months prior to the commencement of the proposed leave, employees shall notify the OUC President and designated supervisor of their proposed arrangements and submit the qualifications and references of the incoming employee(s) for approval. These qualifications shall be reviewed jointly with the designated supervisor and the Employee Exchange Committee and a recommendation shall be made to the President by the Employee Exchange Committee.
  - (iii) The President will notify the employee(s), in writing, within one month of (ii) above of the decision of OUC. If the proposal for exchange leave is declined, the employee(s) shall be informed of the reason for denial.
  - (iv) The above time limits may be waived by mutual consent of all parties.

## **ARTICLE 57 - EDUCATIONAL LEAVE**

### **57.01 Educational Leave at the Request of the Employer**

- (1) Employees who are selected by OUC to attend a course in connection with their employment shall receive expenses and full pay and benefits while in attendance. This Article does not apply to the maintenance of certificates and/or credentials which are conditions of employment.
- (2) OUC will pay the full cost of any course of instruction approved under section (1) upon proof of the employee's successful completion of such course and upon the submission of receipts.
- (3) Employees who must leave the area to take examinations at the completion of a course approved by OUC, or employees who receive advance approval to leave the area to take a short course, as defined in section (2) of this clause may be granted leave of absence with pay for the time involved.

### **57.02 Educational Leave at the Request of the Employee**

- (1) Employees may apply to attend a course or seminar in connection with their employment on the form designated for this purpose.
- (2) OUC, through the Vice-President, Administration, reserves the right to approve or deny all or any part of such application. Such decisions are not grievable.

## **ARTICLE 58 - STAFF DEVELOPMENT**



- 58.01 (1) The provisions of this Article are intended to assist employees in maintaining and improving knowledge and skills relative to the employees' responsibilities. It is recognized that both employees and OUC benefit from staff development.
- (2) The support development fund will not be utilized for the purpose of employees attending a course or program at the sole request of a supervisor, or for any course or training needed to meet the minimum requirements for the current position held by the employee.
- 58.02 A Joint Staff Development Committee consisting of two representatives from the union and two representatives from OUC shall recommend to the OUC President or designate, the granting or denying of leave, together with a recommendation for financial assistance. Subject to the provisions of this Article, the Committee shall establish policies and procedures for applying for staff development leave and financial assistance to assist in covering all expenses associated with the staff development and for the committee's review of such applications.
- 58.03 Only employees on regular appointments with one year's service will be eligible to apply for staff development leave and/or financial assistance.
- 58.04 Employees may be granted staff development leave upon approval by OUC to a maximum of 20 working days in each fiscal year. Applications for leave or financial assistance shall be submitted to the designated supervisor for recommendation to the staff development committee normally at least one month in advance of the development activity. All applications will be forwarded to the Staff Development Committee.
- 58.05 Staff development leave shall be subject to the following:
- (1) The leave may be taken only at a time mutually agreeable to OUC and the employee(s).
- (2) Approved leave shall be at full salary unless mutually agreed otherwise by the employee(s) and the Staff Development Committee.
- 58.06 There shall be a staff development fund established to fund staff development activities. The fund shall be drawn from the following sources each fiscal year:
- (1) \$45,000 each fiscal year from OUC;
- (2) \$20.00 each fiscal year from each eligible employee on regular appointment. \*
- (3) Funds not expended in any fiscal year shall be carried forward to the next fiscal year.

#### **ARTICLE 59 - OUC COURSE REGISTRATION**

- 59.01 Regular employees within the bargaining unit shall be entitled to attend and participate in any course offered by OUC. Tuition fees related to such registration shall be waived based on the following conditions:
- (1) Employee registration will not factor in the decision to cancel a course due to insufficient student registration, and
- (2) Employees will assume costs for textbooks and/or supplies, and
- (3) An employee registration cannot take the place of a fee-paying student, and
- 59.01 (4) Courses shall normally be taken on an employee's own time; however, in the event that re-scheduling of duties results from registration, prior approval of the President or designate shall be required, and
- (5) The employee satisfies normal course pre-requisites, and
- (6) An employee registration results in no additional instructional costs to OUC, and
- (7) This clause does not pertain to education leave covered by Article 57.

## **ARTICLE 60 - SPECIAL LEAVE**

60.01 Employees not on leave of absence without pay shall be entitled to special leave at their regular rate of pay for leave under circumstances listed below:

- (1) birth or adoption of the employee's child;
- (2) serious household or domestic emergency;
- (3) attendance at the employee's own citizenship hearing;
- (4) court appearance of the employee's child;
- (5) wedding of the employee's child;
- (6) moving of household furniture and effects (maximum of one day for each move).

Total leaves of absence for any or all of the above shall not exceed three days in any one calendar year. Employees shall give two weeks' notice of (3), (5), and (6), and shall make reasonable efforts to inform supervisors of (1), (2) and (4), above.

60.02 In the event that an employee requests a leave of absence for reasons not listed elsewhere in the collective agreement, then leave of absence with pay may be granted at the discretion of the Vice-President, Administration.

## **ARTICLE 61 - LEAVE OF ABSENCE**

61.01 **Approved Leave of Absence Without Pay**

OUC may grant leave of absence without pay and without loss of seniority to any employee requesting such leave. Such request to be in writing and approved by OUC. This leave of absence provision shall not apply during the probationary period of employees except in cases of emergency at the discretion of the Vice-President, Administration, or designate. Time while on leave of absence without pay in excess of two months will not be included in the accrual of seniority or in the calculation of increments and severance pay.

## **ARTICLE 62 - LEAVE FOR UNION OFFICERS**

62.01 **Full Time Elected Position**

- (1) Employees who are elected or appointed to a full-time position with the Union or any body with which the Union is affiliated, shall, upon written request, be entitled to leave of absence without pay.
- (2) Employees who are on leave of absence without pay in accordance with 62.01 (1) shall continue to accrue seniority during the period of the leave for the purpose of Article 36 (Lay-off and Recall) only.

62.02 **Short Term Leave for Union Business**

- (1) It is understood that employees granted leave of absence pursuant to this Article shall receive their current salary while on leave of absence with pay. Leave of absence granted under this Article shall include sufficient travel time. OUC agrees that leaves of absence under this Article shall not be unreasonably withheld.
- (2) **Without Pay** - Leave of absence without pay and without loss of seniority may be granted:
  - (i) to elected or appointed representatives of the Union to attend conventions of the BCGEU and groups with which the Union is affiliated;
  - (ii) to employees who are representatives of the Union on a Union Negotiating Committee to attend meetings of the Union's Negotiating Committee.

- (3) **With Pay** - Leave of absence with pay and without loss of seniority may be granted;
    - (i) to employees who are representatives of the Union to leave their employment to carry on negotiations with OUC, in keeping with clause 76.05;
    - (ii) to Stewards, or their alternates, to perform their duties pursuant to clause 14.01;
    - (iii) to employees called to appear as witnesses before an arbitration board.
- 62.02 (4) To facilitate the administration of section (2) of this clause, when leave without pay is officially requested by the BCGEU and is granted by OUC, the leave shall be given with pay and the BCGEU shall reimburse OUC for the appropriate salary and benefit costs, including travelling time not later than 28 days from the leaves being taken.

**ARTICLE 63 - POLITICAL ACTIVITY**

- 63.01 OUC agrees not to apply restrictions on employees who wish to engage in political activities on their own time as campaign workers. If employees are nominated as candidates for election at the Federal, Provincial or Municipal level, they shall upon written request be granted leave of absence without pay to engage in the election campaign. If elected to full-time office, employees shall be granted leave of absence without pay and without loss of seniority for a period of one year. Such leave shall be renewed each year during their term of office. One month's notice shall be given to OUC.
- 63.02 Employees who are on leave of absence without pay in accordance with clause 63.01 shall continue to accrue seniority during the period of the leave for the purpose of Article 36 (Lay-off and Recall) only.

**ARTICLE 64 - JURY DUTY**

- 64.01 OUC shall pay employees who are required to serve as jurors or subpoenaed court witnesses their normal earnings. Employees will present proof of service.

**ARTICLE 65 - FIRE FIGHTING PAY**

- 65.01 If employees are called upon to fight a forest fire, OUC agrees to retain the employees on the OUC payroll and agrees to reimburse the employees for the difference in the amount received and their normal working day's pay. If employees are on vacation leave with pay at the time of the summons to fight a forest fire, the number of days spent in fire fighting shall be credited to their vacation leave.

**ARTICLE 66 - SUBSISTENCE ALLOWANCES**

- 66.01 Employees who are authorized by the OUC President or designate to attend any meeting or to travel on OUC business shall receive reimbursement for actual meal expenses up to a maximum of \$36.00 per full day for meals plus actual lodging and transportation expenses. If less than a full day, the maximum shall be the rate per meal, or combination thereof, based on the following rates:

Breakfast	<u>\$ 8.00</u>
Lunch	<u>\$ 9.75</u>
Dinner	<u>\$ 18.25</u>

- 66.02 (1) In addition to the meal allowances permitted pursuant to clause 66.01 employees shall be entitled to claim a maximum of \$27.50 per night for actual costs when private dwelling accommodation is used in lieu of commercial accommodation. Under such circumstances, no expenses are chargeable for travel or incidental costs incurred that would not have been incurred had the designated hotel been utilized.

- 66.02 (2) Upon prior approval from the OUC President or designate, employees shall be reimbursed for the actual additional child care or dependent spousal expenses incurred by the employee for his/her child(ren) or dependent spouse for each night outside the OUC region.
- (3) Employees shall be reimbursed for the actual cost of one telephone call home to a maximum of five minutes for each night away.
- 66.03 From the signing of this Agreement, the preceding subsistence rates will be adjusted to reflect any higher rate(s) awarded in the OUC Policy for Administrative Staff, or any of OUC's other certified bargaining units.

66.04 In an emergency situation, when 24 hours of advance notice of a temporary reassignment between North Kelowna Campus and KLO Campus is not possible, employees will be entitled to claim the appropriate subsistence allowance for the first day of the reassignment.

#### **ARTICLE 67 - TRAVEL ALLOWANCE**

- 67.01 A travel allowance of \$0.34 per kilometre may be claimed by employees authorized to use their own motor vehicle on OUC business. It shall not be a condition of employment for employees to supply or use their own car.
- 67.02 From the signing of this Agreement, the preceding travel rates will be adjusted to reflect any higher rate(s) awarded in the OUC Policy for Administrative Staff, or any of OUC's other certified bargaining units.

#### **ARTICLE 68 - PRIVATE VEHICLE INSURANCE**

- 68.01 Employees who are required to travel in excess of four days per month per insurance year between OUC centres or locations on OUC business shall, subject to the prior approval of the OUC President, or designate, be reimbursed upon presentation of appropriate receipts and documents 100% of the annual incremental cost of the Insurance Corporation of British Columbia Class 07 (Business) premium that is over and above that for Class 02 (Pleasure, Drive to Work or School). Such reimbursement shall be limited to one vehicle per employee and it is the employee's responsibility to purchase Class 07 vehicle insurance when necessary. If OUC so reimburses employees, employees shall normally use their personal motor vehicle for travel on OUC business requiring a motor vehicle.

#### **ARTICLE 69 - TRANSFER EXPENSES**

To be eligible for transfer expenses the employee's assigned Centre must be more than 32 km from their previous assigned Centre and the employee's current residence must be greater than 32 km from the new assigned Centre.

##### **69.01 Removal Expenses**

OUC employees shall be reimbursed for their travelling expenses and removal of their personal effects when they are transferred. Employees shall in addition be reimbursed for expenses incurred in transferring their family and furniture.

##### **69.02 Living Allowance on Transfer**

- (1) When employees are transferred from one locality to another within the OUC region and it is shown that accommodation at the new location is not available within seven days, a living allowance shall be provided as follows:
- (i) for a single person, an allowance up to but not exceeding \$20.00 per day for a period not exceeding one month;

- (ii) for a married person, or a single person with dependents, an allowance at a rate up to but not exceeding \$700.00 per month for a period not exceeding two months.
- (2) The allowances mentioned above are not payable during the same days that full hotel expenses are payable under clause 69.04, and are only payable for such period as the employees are able to prove their inability to re-establish themselves.

69.03 **Transfer at Request of Employee**

If the transfer is at the request of the employee, no allowance is made for living expenses or transportation expenses.

69.04 **Hotel Expenses**

Where travelling expenses on transfer apply and normal accommodation is not immediately available, reasonable hotel and meal expenses for the employee and the employee's family shall be allowed up to a maximum of seven days after arrival at the new location.

69.05 **Moving of Furniture and Other Personal Effects**

OUC shall pay the cost of moving furniture and other personal effects from the employee's old location to the employee's new location.

69.06 **Cost of Insurance**

OUC shall pay for the insurance costs resulting from the moving of furniture and other personal effects. The insurance costs shall not include home owner insurance or other insurance costs incurred by the employee when the moving has been completed.

69.07 **Cost of Connections and Alterations**

OUC shall pay for costs of disconnecting and hook-up of electrical, plumbing and gas connections. Charges for telephone and television hook-ups and antenna will be paid by OUC. Costs for alterations to drapes and carpets shall also be paid by OUC.

69.08 **Legal Fees**

- (1) OUC shall pay actual real estate fees and legal costs upon transfer as follows:
  - (i) actual real estate fees incurred in the sale of the employee's residence to a maximum of \$7,000.00;
  - (ii) actual legal fees charged in the purchase of a new residence to a maximum of \$1,000.00;
  - (iii) any costs involved in terminating a lease on premises rented by the employee to a maximum of \$1,000.00.
- (2) From the time that this Agreement comes into effect, the preceding expense limits shall be adjusted to equal any higher amounts awarded to any of OUC's other certified bargaining units or Administrators' Association.

69.09 **Clarification**

Employees will be considered as transferring when OUC assigns the employees to a position which requires that the employees move their household from one location to another in the OUC region. Employees who apply and who are successful in competition for another position within OUC shall not be considered to be transferring.

**ARTICLE 70 - FIRST AID ATTENDANT**

- 70.01 (1) Workers' Compensation Board first aid requirements shall be fully complied with. Those employees who are required by OUC to hold a valid first aid attendant's certificate, and whose normal duties include first aid work, shall be granted additional compensation as follows:

Occupational First Aid Certificate                      \$37.00 bi-weekly

This stipend will be adjusted to reflect any higher rate awarded to any of OUC's other certified bargaining units or Administrators' Association.

- (2) OUC shall grant leave with pay equivalent to the actual time spent to complete the course and exam in accordance with WCB regulations for designated regular employees to upgrade or renew the Occupational First Aid certification.
- 70.01 (3) OUC agrees to reimburse designated regular employees and auxiliary employees who have accumulated the equivalent of 2 years full-time service with OUC with a current appointment of 3 consecutive months or more for any tuition fees, textbook charges, or examination fees associated with the upgrading or renewal of First Aid certification upon receipt of proof of the employee's successful completion of such upgrading or renewal, and upon the submission of receipts.
- (4) Upon the prior approval of the Director, Employee Relations OUC shall reimburse designated employees for the actual damages incurred to an employee's personal clothing or property while in the course of their first aid duties.

## **ARTICLE 71 - HEALTH AND SAFETY**

### **71.01 Conditions**

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

### **71.02 Health and Safety Committee**

- (1) OUC and the Union agree to maintain the Health and Safety Committee composed of an equal number of representatives from each party. The committee will meet as required by Workers' Compensation Board regulations, to make recommendations on unsafe, hazardous or dangerous conditions with the aim of preventing and reducing risk of occupational injury and illness. A copy of all minutes of the Safety Committee shall be forwarded to the Union and OUC.
- (2) The Health and Safety Committee shall be notified of each accident or injury and shall determine that accident investigations have been carried out, when appropriate.
- (3) Employees who serve on a Health and Safety Committee shall receive their regular rate of pay for attending meetings of the Committee held during working hours or for investigating safety matters at any time at the specific direction of the Health and Safety Committee.

### **71.03 Unsafe Work Conditions**

- (1) No employee shall be disciplined for refusal to work on a job which in the opinion of:
- (i) a member of the Health and Safety Committee; or
- (1) (ii) a Workers' Compensation Board safety officer
- following an on-site inspection and following discussion with a representative of OUC, does not meet the standards established pursuant to the Workers' Compensation Act.
- (2) Where employees act in conformity with Article 8.24 of the Workers' Compensation Board

Industrial Health and Safety Regulations, such employees shall not be subject to disciplinary action.

71.04 **Injury Pay Provisions**

Employees who are injured on the job during working hours and are required to leave for treatment or sent home for such injury shall receive payment for the remainder of the shift without deduction from sick leave credits.

71.05 **Transportation of Accident Victims**

- (1) Transportation to the nearest physician or hospital for employees requiring medical care as a result of an on-the-job accident shall be at the expense of OUC.
- (2) OUC shall ensure that adequate arrangements are made for employees to return to the work site or current local accommodation, whichever is the most appropriate to the employee's condition. Transportation shall be provided or paid for by OUC.

71.06 **Video Display Terminals**

When employees' major duties require them to regularly work directly with video terminals:

- (1) Both parties to this Agreement recognize that from time to time, pregnant employees may have health and/or safety concerns about regularly working directly or in close proximity to video display terminals.
  - (i) Pregnant employees shall have the option not to continue working directly with video display terminals.
  - (ii) When a pregnant employee chooses not to work directly with video display terminals for reasons related to the employee's health and/or safety, the employee may be required to provide OUC with written verification from a registered medical practitioner that the employee is pregnant.
  - (iii) Should a pregnant employee choose not to work directly or in close proximity to video display terminals, OUC, where practicable, will assign the employee to other available work at the same or lower level for which the employee is qualified. The pregnant employee shall be paid at the regular rate of pay for the new position to which she is assigned.
  - (iv) Where work re-assignment is not available, a pregnant employee will be considered to be on leave of absence without pay until she qualifies for maternity leave.
- (2) OUC shall ensure that new equipment shall meet radiation emission standards established by the regulatory body having jurisdiction.
- (3) Employees shall not be compelled to work longer than two consecutive hours at a video display terminal without receiving either a rest break (see Article 34) or meal break (see Article 33).
- (4) A V.D.T. Task Force shall be established comprised of two representatives from OUC and two representatives from the Union. The purpose of the V.D.T. Task Force shall be to jointly and in cooperation:
  - (i) gather information and data on issues related to V.D.T. use;
  - (ii) develop educational information for V.D.T. users, management and the Joint Health and Safety Committees;
  - (iii) make recommendations to OUC regarding ergonomic design of future V.D.T. work stations and improvement to existing work stations;

(iv) act as a forum for V.D.T. users and management as issues and concerns arise;

71.06 (4) (v) forward all health and safety concerns to the appropriate centre Joint Health and Safety Committee.

71.07 **First Aid Supplies**

OUC shall provide first aid provisions in accordance with the Workers' Compensation Act.

71.08 **Special Apparel**

If a particular type of work clothing or special apparel is required by the nature of the employee's job, such clothing or apparel shall be provided by OUC. Employees shall be consulted and allowed a reasonable choice of style. OUC shall provide eye and/or hearing protection, where required, in accordance with WCB regulations.

71.09 **Use of OUC Vehicles and Equipment**

It is to the mutual advantage of both OUC and employees that employees shall not operate OUC vehicles which are in an unsafe operating condition. It shall be the duty of the employees to report, in writing, to their designated supervisor, not later than the end of their shift all safety and/or mechanical defects on the equipment which they have operated during that shift. It shall be the obligation of OUC to direct the repair as necessary to conform with the safe and efficient operation of that equipment. In the event that repairs cannot be effected, the equipment will be correctly identified and be kept out of service until repaired, and it shall not be considered a violation of their employment when OUC employees refuse to operate such identified equipment.

**ARTICLE 72 - INDEMNITY - CIVIL AND CRIMINAL ACTIONS**

72.01 OUC agrees:

- (1) that it will not seek indemnity against an employee whose actions result in the liability of OUC to a third person, and
- (2) that it will pay any judgement against an employee which arises from the conduct of the employee within the scope of the employee's employment and all reasonable legal costs incurred by the employee in defending the legal proceedings brought against the employee which result in that judgement;

unless a joint Union-OUC committee by a majority thereof finds that the conduct of the employee which was the basis of the liability of judgement was grossly negligent, intentionally or flagrantly.

**ARTICLE 73 - \* HARASSMENT**

73.01 OUC and the Union recognize the right of the employees to work in an environment free from \* harassment. OUC, in cooperation with the Union, will promote a work environment that is free from \* harassment where all employees are treated with respect and dignity.

73.02 **Sexual Harassment**

- (1) Sexual Harassment is one form of discrimination and is defined as any unwanted sexual attention, sexual solicitation, or other sexually oriented remarks or behaviour made by a person or a group who knows or ought reasonably to know that such attention or solicitation is unwanted.

73.02 (1) (i) When submission to sexual activity becomes either explicitly or implicitly a term or condition of employment or in return for being hired or receiving promotions or other employment benefits.



- (ii) When submission to or rejection of such conduct is used as a basis for employment or educational decisions.
  - (iii) When such conduct has the purpose or effect of interfering with an individual's employment, ability to study or academic performance.
  - (iv) When such conduct creates an intimidating, hostile or offensive working environment for employees and/or students.
- (2) Sexual harassment may occur between people, both individually and in groups, of the same or different status within the University College community, and both women and men may be the subject of sexual harassment by members of either sex. Thus, sexual harassment may occur in a variety of ways; for example, sexual harassment of a student by a student, or of an employee by an employee, or of a student by an employee, or of an employee by a student. Behaviour not directed toward soliciting sexual activity may also be considered sexual harassment. Such behaviours include but are not limited to:
- (i) inappropriate sexually suggestive language, innuendos, jokes, body language, leering, unwanted touching,
  - (ii) persistent unwanted questions or comments of a sexual nature,
  - (iii) inappropriate display of sexual pictures or materials,
  - (iv) physical threat, physical assault, and physical intimidation, including unwanted touching.
- (3) While sexual harassment may occur around the study of topics of a sexual nature within legitimate curriculum, the legitimate curriculum itself is not considered sexual harassment.
- (4) Employees allegedly being harassed may register their complaint in writing, in accordance with the OUC Principles and Procedures for the Reporting, Investigation and Resolution of Sexual Harassment Complaints.
- (5) Should the employee who filed the complaint not be satisfied with the results of OUC's investigation, the employee may file a grievance at step 2 of the grievance procedure under Article 74.
- (6) Employees involved in the handling of a complaint shall hold in the strictest confidence all information of which they become aware; however, it is recognized that various officials of the Union and OUC will be made aware of all or part of the proceedings on a "need to know" basis.

### **73.03 Personal Harassment**

- (1) Personal harassment is defined as offensive comments and/or actions that, by a reasonable standard, create an abusive or intimidating work environment. Comments or actions that serve a legitimate, work-related purpose shall not be deemed to constitute personal harassment under this article.
- (2) Examples of personal harassment include, but are not limited to:
- (i) Physical threat, intimidation, or assault or unwelcome physical contact such as touching, patting, pinching, and punching;
  - (ii) When a person who supervises, or is in a position of authority, exercises that authority in a manner which serves no legitimate work purpose and which ought reasonably be known to be inappropriate.
  - (iii) Implied or expressed threat of reprisal, or denial of opportunity for refusal to comply with a request which serves no legitimate work-related purpose;
  - (iv) Display or distribution of pictures, posters, calendars, objects, literature or other materials

that are racist or, that are, by a reasonable standard, considered derogatory to a particular person or group of persons. The legitimate study, display, use or distribution of such materials that are within appropriate academic norms is not considered personal harassment.

- (3) Employees may process complaints about personal harassment through the grievance procedure according to Article 74 subject to the following changes:
- (i) Where a person who is the subject of a grievance under this Article is the OUC representative at any step of the grievance procedure, then the Union may bypass that step of the procedure;
  - (ii) Union representatives in the course of investigating a complaint of personal harassment and OUC representatives in the course of investigating a grievance of personal harassment shall have due regard for the privacy and confidentiality of any and all persons involved in the complaint or grievance;
  - (iii) An Arbitrator in the determination of a grievance of personal harassment may take reasonable steps to protect the privacy and confidentiality of all parties, subject to the requirement of fairness to all parties.
  - (iv) If, as a result of a grievance, it is determined necessary to separate the work locations of the grievor and the person who is the subject of a grievance, it is agreed that the grievor will not be moved against his/her wishes;
  - (v) All formal grievances under this Article shall be initiated within twelve months of the event. In the case of a series of events, a grievance shall be filed no later than twelve months after the last event in the series on which the complaint is based. The limitation period may be extended if the delay was incurred in good faith or if the delay does not result in substantial prejudice to any of the involved individuals.
- (4) Employees involved in the handling of a complaint shall hold in the strictest confidence all information of which they become aware; however, it is recognized that various officials of the Union and OUC will be made aware of all or part of the proceedings on a "need to know" basis.

73.04 Nothing in the OUC Sexual Harassment procedures or this Article is intended to preclude any employee from following any alternative complaint procedure under the collective agreement or the B.C. Human Rights Code or from initiating any other proceedings in law.

## **ARTICLE 74 - GRIEVANCE PROCEDURE**

### **74.01 Grievance Definition**

- (1) OUC and the Union recognize that grievances may arise concerning:
  - (i) differences between the parties respecting the interpretation, application, operation, or any alleged violation of a provision of this Agreement, or
  - (ii) the dismissal, discipline, or suspension of an employee bound by this Agreement.
- (2) The procedure for resolving a grievance shall be the grievance procedure in this Article.
- (3) Both parties agree that, in the case of correspondence relevant to Article 74 - Grievance Procedure, copies of such correspondence between OUC, and employee(s), and the Union shall be released coincidentally to the President of the Union and/or designate.

### **74.02 Step 1**

In the first step of the grievance procedure, every effort shall be made to settle the dispute in discussion with the appropriate Dean, Director or Manager and the Director, Employee Relations (or designate). The aggrieved employee shall have the right to have a Steward present in such a

discussion. If the dispute is not resolved orally, the aggrieved employee may submit a written grievance to Step 2 of the grievance procedure, subject to the time limits in clause 74.03 (1).

74.03 **Step 2**

- (1) An employee who wishes to present a grievance at Step 2 of the grievance procedure must do so not later than 30 working days after the date:
  - (i) on which the employee was notified orally or in writing of the action or circumstances giving rise to the grievance;
  - (ii) on which the employee first became aware of the action or circumstances giving rise to the grievance.
- (2) An employee may present a grievance at this level, through the Steward, by:
  - (i) recording the grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
  - (ii) stating the Article(s) of the Agreement infringed upon or alleged to have been violated and the remedy or correction requested; and
  - (iii) the Steward presenting the grievance to the Director, Employee Relations (or designate).
- (3) Within 14 working days of receiving the grievance at Step 2, the Director, Employee Relations (or designate) and the Union Area Staff Representative shall meet to examine the facts, the nature of the grievance, and attempt to resolve the dispute. This meeting may be waived by mutual agreement.
- (4) The Director, Employee Relations (or designate) shall reply in writing to an employee's grievance within 20 working days of receiving the grievance at Step 2.

74.04 **Step 3**

\*  
Failing satisfactory settlement at Step 2, and pursuant to Article 75, the President of the Union, or designate, may, within 20 working days, inform OUC of their intention to submit the dispute to arbitration.

74.05 **Failure to Act**

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

74.06 **Amendment of Time Limits**

The time limits in this grievance procedure may be altered by written mutual agreement between the parties. Where a grievance or a reply is presented by mail, the effective date shall be the day of receipt.

74.07 **Dismissal or Suspension Grievance**

In the case of a grievance arising from an employee's dismissal or suspension, pursuant to clause 37.02 (3), the grievance may commence at Step 2 of the grievance procedure under clause 74.04 within 10 working days of the date on which the suspension occurred or the employee received notice of dismissal or notice of suspension.

74.08 **Policy Grievance**

Where either party to this Agreement disputes the general application or interpretation of the Agreement, or where a group of employees or the Union has a grievance regarding the Agreement, the first step of the grievance procedure may be by-passed.

74.09 **Review of Personnel File**

Upon written authority from an employee, OUC shall permit the President of the Union or their designate to review that employee's personnel file in the office in which the file is normally kept in order to facilitate the proper investigation of a grievance.

74.10 **Disputes**

Where a matter arises from an item not covered by this Agreement, the matter shall be discussed by the Joint Committee. The purpose of this discussion shall be to resolve the dispute.

74.11 **Deviation from Grievance Procedure**

- (1) OUC agrees that after a grievance has been initiated by the Union, OUC's representatives will not enter into discussions or negotiation with respect to the grievance, either directly or indirectly, with the aggrieved employee without the consent of the Union.
- (2) In the event that after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through any other channel, then the Union agrees that pursuant to this Article, the grievance shall be considered to have been abandoned.

74.12 **Technical Objections to Grievances**

It is the intent of both parties to this Agreement to ensure just and equitable treatment of a grievance by dealing with the substance of the grievance and not with any technical error in procedure or presentation.

74.13 **Effective Date of Settlement**

Settlements reached at any step of the grievance procedure may be applied retroactively to the date of the occurrence of the situation which gave rise to the grievance or the settlement may be applied in a different manner which is consistent with the intent of clause 74.12.

**ARTICLE 75 - ARBITRATION**

75.01 **Notification**

Where a difference arising between the parties relating to the interpretation, application, or administration of the Agreement, including any questions as to whether a matter is arbitrable or where an allegation is made that a term or condition of this Agreement has been violated, either of the parties may, after exhausting the grievance procedure in Article 74, notify the other party within 30 days of the receipt of the reply at Step 2 of its desire to submit the difference or allegations to an arbitration board.

75.02 **Composition of the Board of Arbitration**

When a party has requested that a grievance be submitted to arbitration, it shall indicate to the other party to the Agreement within seven days:

- (1) its intention to submit the matter in dispute to a single arbitrator to be agreed upon by both parties. Should either party not agree to submit the dispute to a single arbitrator, both parties shall then have seven days to name their appointee pursuant to clause 75.02 (2).
- (2) the name of its appointee to a Board of Arbitration. Within seven days thereafter the other party shall indicate the name of its appointee to the Board of Arbitration. The two appointees shall then meet to select an impartial Chairperson.

75.03 **Failure to Appoint**

If the recipient of the notice fails to appoint an arbitrator, or the two appointees fail to agree upon a

chairperson within seven days of their appointment, the appointment shall be made by the Minister of Labour for the Province of British Columbia.

75.04 **Board Procedure**

The Board may determine its own procedure in accordance with the relevant labour legislation and shall give full opportunity to all parties to present evidence and make representation. It shall hear and determine the difference or allegation and shall make every effort to render a decision within 30 days of its first meeting.

75.05 **Decision of Board**

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The written decision of the Arbitration Board shall be final, binding, and enforceable on the parties pursuant to the relevant labour legislation. The Board shall have the power to dispose of a discharge or discipline grievance by any arrangement which it deems just and equitable. However, the Board shall not have the power to change this Agreement.

75.06 **Clarification of Board Decision**

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson of the Arbitration Board to reconvene the Board to clarify the decision, which it shall make every effort to do within seven days.

75.07 **Expenses of Arbitration Board**

Each party shall pay:

- (i) the fees and expenses of the arbitrator it appoints;
- (ii) one-half of the fees and expenses of the Chairperson.

75.08 **Amending the Time Limits**

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

**ARTICLE 76 - LABOUR MANAGEMENT NEGOTIATIONS**

76.01 **Bargaining Committee**

A bargaining committee shall be appointed and shall consist of members of OUC and/or its agent as appointees of OUC and members of the Union and/or its agent as appointees of the Union. The Union shall advise OUC of the Union's nominees to the committee, and OUC shall advise the Union of OUC's nominees to the committee.

76.02 **Additional Representatives**

Each party to this Agreement shall have the right to have the assistance of a representative when dealing or negotiating with the other party.

76.03 **Meeting of Committee**

In the event of either party wishing to call a meeting of the committee, the meeting shall be held at a time and place fixed by mutual agreement, however, such meeting to be held not later than 14 days after request has been received unless varied by mutual agreement.

76.04 **Function of Bargaining Committee**

All matters pertaining to the collective bargaining process shall be referred to the Bargaining Committee.

76.05 **Time Off for Meetings**

Any representative of the Union on this committee, or their alternate, who is in the employ of the Employer, shall have the privilege of attending meetings of the committee held within working hours without loss of remuneration, provided that the Vice-President, Administration has prior notice.

**ARTICLE 77 - AGREEMENT COPIES**

77.01 The Union and OUC desire every employee to be familiar with the provisions of this Agreement, and their rights and obligations under it. For this reason, OUC shall print sufficient copies of the Agreement for distribution to employees.

**ARTICLE 78 - ARTICLES HELD INVALID**

78.01 If any Article or section of this Agreement or any riders hereto should be held invalid by operation of law or by any tribunal or competent jurisdiction, or if compliance with any enforcement of any Article or section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and any rider thereto, or the application of such Article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected hereby.

78.02 In the event that any Article or section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of either party for the purpose of arriving at a mutually satisfactory replacement for such Article or section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, they shall submit the dispute to the procedure as outlined in Article 74 - "Grievance Procedure."

**ARTICLE 79 - TERM OF AGREEMENT**

79.01 This Agreement, unless changed by mutual consent of both parties hereto, shall be in force and effect from and after July 1, 1995 and up to and including June 30, 1998 and thereafter from year to year unless either party to this Agreement gives notice to commence collective bargaining in accordance with the relevant labour legislation of British Columbia.

**IN WITNESS WHEREOF BOTH PARTIES HERETO HAVE EXECUTED THESE PRESENTS:**

This      day of                      , 1997.

**Signed on behalf of the Employer:**

**Signed on behalf of the Union:**

\_\_\_\_\_  
Tom Landecker, Chair  
Okanagan University College Board

\_\_\_\_\_  
J. Shields, President  
B.C. Government and Service Employees' Union

\_\_\_\_\_  
W.D. Bowering, President  
Okanagan University College

\_\_\_\_\_  
K. Schmidt, Support Staff Bargaining Unit Chairperson  
B.C. Government and Service Employees' Union

\_\_\_\_\_  
J.H. Falk, Vice President, Administration  
Okanagan University College

\_\_\_\_\_  
E. Woods, Staff Representative  
B.C. Government and Service Employees' Union

\_\_\_\_\_  
M. McCallum, Chair Negotiating Committee  
Okanagan University College

**APPENDIX A**  
**Positions Referred to in Article 5**

Classroom Assistant  
Clerk I  
Clerk II  
Clerk III  
Clerk IV  
Clerk V

Facilities Services Assistant I  
Facilities Services Worker I  
Facilities Services Worker II  
Facilities Services Worker III

Food Services Worker

General Office Clerk

Library Clerk I  
Library Clerk II  
Library Clerk III  
Library Technician I  
Library Technician II  
Library Technician III

Reader

Secretary I  
Secretary II  
Study Tour Assistant  
Support Services Assistant I  
Support Services Assistant II  
Support Services Coordinator I  
Support Services Coordinator II  
Support Services Coordinator III

Technician I  
Technician II  
Technician III  
Technician IV  
Technician V  
T.Q./Journeyman

Utility Worker

Visual Language Interpreter



**APPENDIX B  
SUPPORT STAFF CLASSIFICATIONS**

<b>SALARY SALARY BAND</b>	<b>CLASSIFICATION</b>	<b>RANGE</b>
<u>1</u>	Utility Worker	1 - 5
<u>2</u>	Food Services Worker General Office Clerk Reader Study Tour Assistant	2 - 6
<u>3</u>	Clerk I Library Clerk I	4 - 8
<u>4</u>	Clerk II Facilities Services Worker I Library Clerk II	5 - 9
<u>5</u>	Classroom Assistant Clerk III Facilities Services Worker II Library Clerk III	6 - 10
<u>6</u>	Clerk IV Facilities Services Worker III Library Technician I Secretary I Technician I	7 - 11
<u>7</u>	Clerk V Facilities Services Assistant I Library Technician II Secretary II Technician II	8 - 12
<u>8</u>	Library Technician III Support Services Assistant I Technician III	10 - 14
<u>9</u>	<u>Support Services Assistant II 12 - 16</u> <u>Technician IV</u>	
<u>10</u>	Support Services Coordinator I <u>Technician V</u> T.Q./Journeyman	15 - 19
<u>11</u>	Support Services Coordinator II	16 - 20
<u>12</u>	Support Services Coordinator III	17 - 21
	Students (Work Study/Challenge/Aides)	See Letter of Understanding #1
	Co-operative Education Students	See Letter of Understanding #2
	Reader	See Letter of Understanding #3
	Research Assistant	See Letter of Understanding #4
	Visual Language Interpreter	12

APPENDIX C

SALARY SCALES  
JANUARY 1, 1996 TO NOVEMBER 29, 1997

<u>STEP</u>	<u>ANNUAL SALARY</u>	<u>BIWEEKLY SALARY</u>	<u>HOURLY SALARY</u>
1	23,304	896.31	12.80
2	24,120	927.69	13.25
3	24,964	960.15	13.72
4	25,838	993.77	14.20
5	26,742	1,028.54	14.69
6	27,678	1,064.54	15.21
7	28,647	1,101.81	15.74
8	29,650	1,140.38	16.29
9	30,688	1,180.31	16.86
10	31,762	1,221.62	17.45
11	32,874	1,264.37	18.06
12	34,025	1,308.65	18.70
13	35,216	1,354.46	19.35
14	36,449	1,401.88	20.03
15	37,725	1,450.96	20.73
16	39,045	1,501.73	21.45
17	40,412	1,554.31	22.20
18	41,826	1,608.69	22.98
19	43,290	1,665.00	23.79
20	44,805	1,723.27	24.62
21	46,373	1,783.58	25.48

APPENDIX C

SALARY SCALES  
NOVEMBER 30, 1997 TO JUNE 30, 1998

<u>STEP</u>	<u>ANNUAL SALARY</u>	<u>BIWEEKLY SALARY</u>	<u>HOURLY SALARY</u>
1	23,537	905.27	12.93
2	24,361	936.96	13.39
3	25,214	969.77	13.85
4	26,096	1,003.69	14.34
5	27,009	1,038.81	14.84
6	27,954	1,075.15	15.36
7	28,932	1,112.77	15.90
8	29,945	1,151.73	16.45
9	30,993	1,192.04	17.03
10	32,078	1,233.77	17.63
11	33,201	1,276.96	18.24
12	34,363	1,321.65	18.88
13	35,566	1,367.92	19.54
14	36,811	1,415.81	20.23
15	38,099	1,465.35	20.93
16	39,432	1,516.62	21.67
17	40,812	1,569.69	22.42
18	42,240	1,624.62	23.21
19	43,718	1,681.46	24.02
20	45,248	1,740.31	24.86
21	46,832	1,801.23	25.73

## APPENDIX D

### Letter of Understanding Article 15 - "Subcontracting"

Pursuant to Article 15, both parties agree that OUC shall have the right to subcontract, with prior consultation but not necessarily with prior Union agreement, the cleaning for the Link Building, Library Building, Student Services Building, Fine Arts Building, the Laboratory Building, and any buildings to be constructed on the new campus in Kelowna, subject to the following conditions:

- (a) No existing employees shall lose their employment because of the implementation of this clause.
- (b) No existing position under the jurisdiction of the BCGEU Support Staff will be eliminated as a result of this appendix.
- (c) OUC and the Union agree to review the functions necessary in the operation and maintenance of the new buildings. OUC commits itself to offer the present custodial staff their choice of any new position created as a result of this review.
- (d) OUC confirms to the Union and its members that it has no intention of seeking to contract other services such as secretarial, clerical, stores, or any other service provided by BCGEU Support Staff members employed by Okanagan University College.

## **APPENDIX E**

The following employees received a regular appointment prior to June 30, 1990 and are eligible for grandfathering of severance on resignation --

R. Bach  
D. Blanleil  
C. Cable  
L. Fairgrieve  
A. Fedow  
J. Finley  
L. Garding

C. Johnston  
M. Ordze  
L. Rozniak  
J. Sali  
G. Tarasoff  
J. Ulrich  
\*

## APPENDIX F

### EARLY RETIREMENT INCENTIVE

The purpose of the early retirement incentive plan is to provide an incentive for early retirement under the pre-layoff canvass outlined in 36.01 where the retirement of an employee will prevent a layoff. While the clause is permissive in that individual implementation and approval is at the discretion of OUC, there may be instances where a layoff has not been identified and there would be a benefit to the institution and the employee. In these instances OUC would be prepared to review the request.

- (1) OUC may make a written offer of an early retirement incentive to regular employees who are age 55 or over and have a minimum of 10 years' contributory pensionable service with the Municipal or College Pension Plan.
- (2) The offer shall advise the employee of the early retirement date, the specific amount of the incentive, the payment schedule, and the availability of any continuation of medical, extended health or other benefits.
- (3) Acceptance or rejection must be communicated in writing by the employee within 30 days of the date of the offer, unless this period is extended by mutual agreement.
- (4) The amount of the incentive shall be based on regular salary, without inclusion of premium rates or the employee's experience earning premium rates of pay, in the following amounts:

<u>Full Years to Retirement</u>	<u>Incentive</u>
<u>1</u>	<u>Up to 20% of annual salary</u>
<u>2</u>	<u>21 - 40% of annual salary</u>
<u>3</u>	<u>41 - 60% of annual salary</u>
<u>4</u>	<u>61 - 80% of annual salary</u>
<u>5 or more</u>	<u>81 - 100% of annual salary</u>

## Letter of Understanding #1

### Student Employees

1. This Letter of Understanding covers students employed under special programs (e.g. Work Study, Challenge) and students (student aides) who are employed to perform work not normally covered by an existing classification of this bargaining group. A job description will be provided by OUC for all student position groups.
2. Students hired to carry out the principal duties of a job covered by an existing classification shall be classified accordingly and will be covered by the terms and conditions of the collective agreement except as provided for in the Letter of Understanding for Co-operative Education students.
3. The Joint Committee shall review all new position applications to determine that the work being performed falls under this Letter of Understanding.
4. Students hired under this Letter of Understanding will be considered auxiliary employees and receive the appropriate benefits in accordance with the collective agreement but will be excluded from the following Articles:

Article 21 - Posting of Positions  
Article 22 - Selection of Employees  
Article 26 - Seniority  
Article 30 - Shift Differential  
Article 32 - Hours of Work - except as specified below  
Article 36 - Pre-Layoff Canvass, Layoff and Recall  
Article 47 - Health and Welfare Plans

	<u>January 1, 1996</u>	<u>November 30, 1997</u>
Student hourly rate:	<u>\$ 7.35</u>	<u>\$ 7.42</u>
<u>After completion of 560 hours worked:</u>	<u>\$ 7.61</u>	<u>\$ 7.68</u>
<u>After completion of 1120 hours worked</u>	<u>\$ 7.88</u>	<u>\$ 7.95</u>

5. Hours of work for students employed under special programs will be in accordance with the program guidelines but in any event will not exceed 70 hours bi-weekly. Hours for student aides will not exceed 70 hours bi-weekly.
6. Overtime will be paid in accordance with the collective agreement for all hours worked in excess of 70 hours bi-weekly and for time worked in excess of five days per week.
7. Students hired pursuant to this Agreement shall be considered terminated upon completion of the program or the specific appointment period and shall not retain seniority.
8. This Agreement shall form a part of the collective agreement between the BCGEU and Okanagan University College. Matters not addressed specifically or clearly in this Letter of Understanding shall not be considered residual rights of the Employer and are subject to negotiations between the parties.

Signed on behalf of the Employer:

Signed on behalf of the Union:

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T. Landecker, Chair  
Okanagan University College Board

---

J. Shields, President  
B.C. Government and Service Employees' Union

---

W.D. Bowering, President  
Okanagan University College

---

K. Schmidt, Support Staff Bargaining Unit Chairperson  
B.C. Government and Service Employees' Union

---

J.H. Falk, Vice-President, Administration  
Okanagan University College

---

E. Woods, Staff Representative  
B.C. Government and Service Employees' Union

---

M. McCallum, Chair Negotiating Committee  
Okanagan University College



## Letter of Understanding #2

### Co-operative Education Students

The parties recognize the advantages in assisting students in obtaining practical work experience as part of co-operative education. In recognition, this Agreement will establish the guidelines under which these students may be hired, and will establish the salary rate and working conditions for these students.

1. This Agreement will apply to students registered in a recognized Co-operative Education Program at a participating post-secondary institution with preference given to Okanagan University College students.
2. A Co-operative Education Student Training Committee will be struck composed of two appointees each from the Union and OUC. This Committee will review the applications for placing Co-operative Education students. There will be a maximum of five Co-operative Education students hired during any one semester. The number of Co-operative Education students hired may be increased if mutually agreed to by the Joint Committee.
3. The Co-operative Education Students shall be paid according to the following rates:
  - i) Co-op term 1 (first four months of work term) - 60% classification base rate.
  - ii) Co-op term 2 (second four months of work term) - 70% classification base rate.
  - iii) Co-op term 3 (third four months of work term) - 80% classification base rate.
4. The parties agree that Co-operative Education students employed and paid in accordance with this Agreement will be considered auxiliary employees and receive the appropriate benefits in accordance with the collective agreement, but will not be subject to or affected by lay-off and recall provisions in the collective agreement. Co-operative Education students, as auxiliary employees, shall be considered terminated upon completion of the term of employment and shall not retain seniority.
5. Co-operative Education students will not be hired when regular employees are on lay-off provided the employees on lay-off have the necessary qualifications, abilities and experience, as determined by the Joint Committee, to perform the work. Auxiliary employees will not be displaced by OUC from a current or ongoing auxiliary position as a result of the employment of Co-operative Education students.
6. The standard hours of work for Co-operative Education students will be seven hours per day and 35 hours per week. These hours may be varied by mutual agreement between the Union and the Employer provided that the Co-operative Education student does not work more than 70 hours in a bi-weekly period.
7. This Agreement shall form a part of the collective agreement between the BCGEU and Okanagan University College. Matters not addressed specifically or clearly in this Letter of Understanding shall not be considered residual rights of the employer and are subject to negotiations between

the parties.

Signed on behalf of the Employer:

Signed on behalf of the Union:

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T. Landecker, Chair  
Okanagan University College Board

---

J. Shields, President  
B.C. Government and Service Employees' Union

---

W.D. Bowering, President  
Okanagan University College

---

K. Schmidt, Support Staff Bargaining Unit Chairperson  
B.C. Government and Service Employees' Union

---

J.H. Falk, Vice-President, Administration  
Okanagan University College

---

E. Woods, Staff Representative  
B.C. Government and Service Employees' Union

---

M. McCallum, Chair Negotiating Committee  
Okanagan University College

**Letter of Understanding #3**  
**Reader**

1. This Letter of Understanding covers individuals who are employed to perform work as a Reader. A job description for this position will be provided by OUC.
2. Employees hired to carry out these duties shall be classified as a Reader and will be covered by the terms and conditions of the collective agreement except as provided for in this Letter of Understanding.
3. Employees hired under this Letter of Understanding will be considered auxiliary employees and receive the appropriate benefits in accordance with the collective agreement, but will be excluded from the following Articles:
  - Article 21 - Posting of Positions
  - Article 22 - Selection of Employees
  - Article 26 - Seniority
  - Article 32 - Hours of Work - except as specified below
  - Article 36 - Pre-Layoff Canvass, Lay-off and Recall
4. Hours of work for employees employed under this Letter will be in accordance with the needs of the instructor, but in any event, will not exceed 70 hours bi-weekly.
5. Overtime will be paid in accordance with the collective agreement for all hours worked in excess of 70 hours bi-weekly and for time worked in excess of five days per week.
6. Employees hired pursuant to this agreement shall be considered terminated upon completion of the specific appointment period and shall not retain seniority.
7. This agreement shall form a part of the collective agreement between the BCGEU and Okanagan University College. Matters not addressed specifically or clearly in this Letter of Understanding are subject to negotiations between the parties.

Signed on behalf of the Employer:

Signed on behalf of the Union:

\_\_\_\_\_  
T. Landecker, Chair  
Okanagan University College Board

\_\_\_\_\_  
J. Shields, President  
B.C. Government and Service Employees' Union

\_\_\_\_\_  
W.D. Bowering, President  
Okanagan University College

\_\_\_\_\_  
K. Schmidt, Support Staff Bargaining Unit Chairperson  
B.C. Government and Service Employees' Union

\_\_\_\_\_  
J.H. Falk, Vice-President, Administration  
Okanagan University College

\_\_\_\_\_  
E. Woods, Staff Representative  
B.C. Government and Service Employees' Union

\_\_\_\_\_  
M. McCallum, Chair Negotiating Committee  
Okanagan University College

## Letter of Understanding #4

### Research Assistant

1. This Letter of Understanding covers employees hired to assist in research projects who are employed to perform work which falls under the jurisdiction of this bargaining unit. A job description will be provided to B.C.G.E.U. by OUC for all Research Assistant positions.
2. The Joint Committee shall review all new position applications to determine that the work being performed falls under this Letter of Understanding.
3. Research Assistants hired under this Letter of Understanding will be considered auxiliary employees and will receive the appropriate benefits in accordance with the collective agreement, but will be excluded from the following Articles:

Article 21 - Posting of Positions  
Article 22 - Selection of Employees  
Article 26 - Seniority  
Article 30 - Shift Differential  
Article 32 - Hours of Work - except as specified below  
Article 36 - Pre-Layoff Canvass, Layoff and Recall  
Article 47 - Health and Welfare Plans

Employees appointed for more than eight months will be eligible for health and welfare benefits in accordance with the collective agreement. If the appointment is less than eight months, employees will receive \$0.55 per hour in lieu of health and welfare benefits.

4. Employees hired to assist in research projects who are employed to perform work covered by an existing classification of this bargaining unit will be paid in accordance with the salary in effect for that classification. Employees hired to perform work not normally covered by an existing classification of this bargaining unit will be paid in accordance with the following scale:

<u>Student Salary:</u>	<u>January 1, 1996</u>	<u>November 30, 1997</u>
1st Year Students	<u>\$ 8.40</u>	<u>\$ 8.47</u>
2nd Year Students	<u>\$ 8.93</u>	<u>\$ 9.01</u>
3rd Year Students	<u>\$ 9.45</u>	<u>\$ 9.53</u>
4th Year Students	<u>\$ 9.97</u>	<u>\$ 10.06</u>
Bachelor's Degree	<u>\$ 12.13</u>	<u>\$ 12.24</u>
Bachelor's Degree plus subsequent experience or education	<u>\$ 14.15</u>	<u>\$ 14.27</u>

5. Hours of work for Research Assistants will not exceed 70 hours bi-weekly.
6. Overtime will be paid in accordance with the collective agreement for all hours worked in excess of 70 hours bi-weekly and for time worked in excess of five days per week.
7. Research Assistants hired pursuant to this Letter of Understanding shall be considered terminated upon completion of the project or the specific appointment period and shall not retain seniority.

8. This Letter of Understanding shall form a part of the collective agreement between the BCGEU and Okanagan University College. Matters not addressed specifically or clearly in this Letter of Understanding shall not be considered residual rights of the Employer and are subject to negotiations between the parties.

Signed on behalf of the Employer:

Signed on behalf of the Union:

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T. Landecker, Chair  
Okanagan University College Board

---

J. Shields, President  
B.C. Government and Service Employees' Union

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W.D. Bowering, President  
Okanagan University College

---

K. Schmidt, Support Staff Bargaining Unit Chairperson  
B.C. Government and Service Employees' Union

---

J.H. Falk, Vice-President, Administration  
Okanagan University College

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E. Woods, Staff Representative  
B.C. Government and Service Employees' Union

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M. McCallum, Chair Negotiating Committee  
Okanagan University College

**Letter of Understanding #5**

**Pay Equity**

OUC agrees to meet with the Union to discuss possible uses of any additional funding which may become available as a result of any Provincial Government initiatives surrounding Pay Equity within this bargaining unit.

The parties further agree the cost of Pay Equity adjustments will not be costed or integrated into Collective Agreement bargaining.

This Letter of Understanding shall form a part of the collective agreement between the BCGEU and Okanagan University College. Matters not addressed specifically or clearly in this Letter of Understanding shall not be considered residual rights of the Employer and are subject to negotiations between the parties.

Signed on behalf of the Employer:

Signed on behalf of the Union:

\_\_\_\_\_  
T. Landecker, Chair  
Okanagan University College Board

\_\_\_\_\_  
J. Shields, President  
B.C. Government and Service Employees' Union

\_\_\_\_\_  
W.D. Bowering, President  
Okanagan University College

\_\_\_\_\_  
K. Schmidt, Support Staff Bargaining Unit Chairperson  
B.C. Government and Service Employees' Union

\_\_\_\_\_  
J.H. Falk, Vice-President, Administration  
Okanagan University College

\_\_\_\_\_  
E. Woods, Staff Representative  
B.C. Government and Service Employees' Union

\_\_\_\_\_  
M. McCallum, Chair Negotiating Committee  
Okanagan University College

**LETTER OF UNDERSTANDING #6**

**Modified Work Week, Hours and Work Locations**

The parties agree to the establishment of a Modified Work Conditions Committee comprised of one representative from OUC and one representative from the BCGEU Support Staff.

The purpose of this Committee shall be to assess the potential impact of telecommuting and modified work week proposals and report its recommendations to the Joint Committee.

This Letter of Understanding shall form a part of the collective agreement between the BCGEU and Okanagan University College. Matters not addressed specifically or clearly in this Letter of Understanding shall not be considered residual rights of the Employer and are subject to negotiations between the parties.

Signed on behalf of the Employer:

Signed on behalf of the Union:

\_\_\_\_\_  
T. Landecker, Chair  
Okanagan University College Board

\_\_\_\_\_  
J. Shields, President  
B.C. Government and Service Employees' Union

\_\_\_\_\_  
W.D. Bowering, President  
Chairperson  
Okanagan University College

\_\_\_\_\_  
K. Schmidt, Support Staff Bargaining Unit  
B.C. Government and Service Employees' Union

\_\_\_\_\_  
J.H. Falk, Vice-President, Administration  
Okanagan University College

\_\_\_\_\_  
E. Woods, Staff Representative  
B.C. Government and Service Employees' Union

\_\_\_\_\_  
M. McCallum, Chair Negotiating Committee  
Okanagan University College

**LETTER OF UNDERSTANDING #7**

**PRODUCTIVITY**

The parties to this Agreement confirm their belief that it is in the best interest of the BCGEU Support Staff and OUC to encourage and support efforts by all staff to develop more effective ways to deliver the services required by the OUC community.

The Joint Committee will provide the vehicle for the BCGEU to be informed and respond to innovative and productivity suggestions developed by groups and individuals in the OUC community. The primary purpose of these discussions will be to review proposals developed by the institution; however, the Committee would also be encouraged to initiate proposals.

In general terms, it is assumed that most of the productivity suggestions will relate to process improvements and therefore, not impact the collective agreement. If, however, a particular idea will have collective agreement implications, the parties recognize that any changes to the collective agreement would need to be negotiated between the parties.

This Letter of Understanding shall form a part of the collective agreement between the BCGEU and Okanagan University College. Matters not addressed specifically or clearly in this Letter of Understanding shall not be considered residual rights of the employer and are subject to negotiations between the parties.

Signed on behalf of the Employer :Signed on behalf of the Union:

\_\_\_\_\_  
T. Landecker, Chair  
Okanagan University College Board

\_\_\_\_\_  
J. Shields, President  
B.C. Government and Service Employees' Union

\_\_\_\_\_  
W.D. Bowering, President  
Okanagan University College

\_\_\_\_\_  
K. Schmidt, Support Staff Bargaining Unit Chairperson  
B.C. Government and Service Employees' Union

\_\_\_\_\_  
J.H. Falk, Vice-President, Administration  
Okanagan University College

\_\_\_\_\_  
E. Woods, Staff Representative  
B.C. Government and Service Employees' Union

\_\_\_\_\_  
M. McCallum, Chair Negotiating Committee  
Okanagan University College



**Letter of Understanding #8**

**Service / Seniority review**

The parties agree to the establishment of a Sub-committee of the Joint Committee comprised of one representative from OUC and one representative from the BCGEU Support Staff to review the issues of service and seniority.

The purpose of this sub-committee shall be to review all references to service and seniority in the collective agreement and to report back to the Joint Committee by January 15, 1996 with recommended principles to be used. Subject to the principles being accepted by the Joint Committee, the Sub-committee will then review the application of the principles to each of the relevant clauses in the collective agreement and report back with recommendations to the Joint Committee by March 31, 1996.

Signed on behalf of the Employer:

Signed on behalf of the Union:

\_\_\_\_\_  
T. Landecker, Chair  
Okanagan University College Board

\_\_\_\_\_  
J. Shields, President  
B.C. Government and Service Employees' Union

\_\_\_\_\_  
W.D. Bowering, President  
Okanagan University College

\_\_\_\_\_  
K. Schmidt, Support Staff Bargaining Unit Chairperson  
B.C. Government and Service Employees' Union

\_\_\_\_\_  
J.H. Falk, Vice-President, Administration  
Okanagan University College

\_\_\_\_\_  
E. Woods, Staff Representative  
B.C. Government and Service Employees' Union

\_\_\_\_\_  
M. McCallum, Chair Negotiating Committee  
Okanagan University College

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