

COLLECTIVE AGREEMENT

THIS AGREEMENT, effective April 1, 1998 to March 31, 2001 and entered into on the 19th day of January, 1999.

BETWEEN:

CAPILANO COLLEGE, in the Province of British Columbia,
(hereinafter called the “College” or the “College Board”)

OF THE FIRST PART

AND:

OFFICE AND PROFESSIONAL EMPLOYEES’
INTERNATIONAL UNION, (hereinafter called the “Union”)

OF THE SECOND PART

WHEREAS the College Board is an employer within the meaning of the
Labour Relations Code of British Columbia;

AND WHEREAS the Union is a Trade Union within the meaning of the said
Act and is the bargaining authority for that group of employees engaged as staff at Capilano
College and its various centres:

NOW THIS AGREEMENT WITNESSETH that the parties hereto agree each
with the other as follows:

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COLLECTIVE AGREEMENT

THIS AGREEMENT, effective April 1, 1998 to March 31, 2001 and entered into on the 19th day of January, 1999.

BETWEEN:

CAPILANO COLLEGE, in the Province of British Columbia,
(hereinafter called the “College” or the “College Board”)

OF THE FIRST PART

AND:

OFFICE AND PROFESSIONAL EMPLOYEES’
INTERNATIONAL UNION, (hereinafter called the “Union”)

OF THE SECOND PART

WHEREAS the College Board is an employer within the meaning of the
Labour Relations Code of British Columbia;

AND WHEREAS the Union is a Trade Union within the meaning of the said
Act and is the bargaining authority for that group of employees engaged as staff at Capilano
College and its various centres:

NOW THIS AGREEMENT WITNESSETH that the parties hereto agree each
with the other as follows:

ARTICLE 1 - PREAMBLE

1.01 PURPOSE OF AGREEMENT

The purpose of this Agreement is to set forth and establish the terms and conditions of employment so that efficient operations and harmonious relationships may be maintained between the College and the Union to the benefit of both Parties and the community they serve.

1.02 EXISTING LEGISLATION

The Parties recognize and agree that they cannot be obligated or bound by any term, condition or provision which would be contrary to any existing Federal or Provincial legislation. In the event that any term, condition, or provision, or part thereof, which is incorporated into this Agreement, whether by inadvertence, error, or misunderstanding, is in fact or in law contrary to such Federal or Provincial legislation, then such term, condition or provision or part thereof, is void and of no effect.

1.03 FUTURE LEGISLATION

In the event that future Federal or Provincial legislation makes invalid any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement. The College and the Union shall confer to settle upon a mutually agreeable provision to be substituted for the provision so altered or invalidated.

1.04 HUMAN RIGHTS

(a) Application

The Parties agree that the provisions of Section 8 of the *Human Rights Act of British Columbia*, SBC 1984, Chapter 22, apply as though included in and forming part of this Agreement, and for the purposes of this Agreement personal life style, sexual orientation, physical disability unrelated to job performance, previous and current psychiatric treatment unrelated to job performance and number of dependants shall not constitute reasonable cause for the purposes of Sub Section 1 of the said Section 8.

(b) Unfair Labour Practices

The Parties acknowledge and agree to observe the prohibitions contained in the Unfair Labour Practices section of the *Labour Relations Code* of British Columbia.

1.05 NO OTHER AGREEMENT

(a) Sole Bargaining Agent

The College recognizes the Union as the sole bargaining agent for all employees covered by the Union's certification.

(b) Conflict of Terms

No employee within the Union certification shall be required or permitted to make a written or verbal agreement with the College or its representatives which may conflict with the terms of this Agreement, except where this Agreement permits such individual agreement.

1.06 USE OF FEMININE AND SINGULAR TERMS

The feminine gender is used throughout this Agreement for convenience only and by no means is intended to exclude male employees from the provisions herein. Wherever the feminine or singular is used, the same shall be construed as meaning the masculine or plural unless otherwise specifically stated.

1.07 CORRESPONDENCE

The Parties recognize and agree that unless specifically indicated to the contrary, all notifications and correspondence directed to the Union office shall be addressed to the Union, and those directed to the College shall be addressed to the Executive Director of Human Resources.

1.08 HEADINGS

The headings and sub-headings used in this Agreement are inserted for convenience and reference purposes only and shall not be used as an aid to interpretation.

ARTICLE 2 - UNION RECOGNITION AND NEGOTIATION

2.01 BARGAINING UNIT DEFINED

The bargaining unit is as in the Certification issued by the Labour Relations Board of British Columbia on December 17, 1974, as amended on March 31, 1983 and on November 18, 1986.

2.02 MANAGEMENT RIGHTS

(a) Rights of College

The Union recognizes and agrees that except as specifically abridged, delegated, granted or modified by this Agreement, all of the rights, powers and authority the College had prior to the signing of this Agreement are retained solely and exclusively by the College, and remain without limitation within the rights of management, which rights are not subject to the grievance procedure or arbitration.

(b) Affairs and Facilities

Without limiting the generality of the foregoing, the College reserves the sole and exclusive right to operate and manage its affairs and facilities in all respects as it sees fit, including the right to hire, discipline or discharge for just and sufficient cause, and to make and alter from time to time rules and regulations to be observed by the employees, except that this right shall not supersede any other express provisions of this Agreement.

(c) Fair and Reasonable

The College agrees that, in the exercise of its rights as set out above, it must act in a fair and reasonable manner.

2.03 NEW POSITIONS

(a) Notification of Union

When the College creates any new position during the term of this Agreement, except those positions included in another Union's certification, or instructional administrators to whom faculty report, the Union shall be notified immediately and, at the request of either party, the parties will meet to discuss whether or not the position is covered by the Union's certification. In the event of disagreement, the Labour Relations Board will be asked to decide the issue, if referred by either party.

(b) Disagreement

In any event, if the Parties cannot agree within five (5) days of the notice of the new position, the College may fill the position in which case it shall establish an interim salary group, and shall extend to any employee appointed, the same terms and conditions applicable as if the Union Certification covered the position, pending the agreement of the Parties or a decision of the Labour Relations Board.

2.04 SALARY FOR NEW POSITIONS

Where the Parties agree or the Labour Relations Board decides that a new position is included within the unit, a salary grouping for the position will be discussed. If the Parties cannot agree within five (5) days of the decision that the new position is included within the unit, on a salary grouping applicable to the position, the College may establish a salary group for it temporarily and the grievance procedure shall apply and the issue may proceed to final and binding arbitration if necessary.

2.05 EXCLUSIONS

It is agreed that the following positions are excluded from the bargaining unit. The College may add positions to, or delete positions from, this list. If the Union does not agree with changes to the list it may ask the Labour Relations Board to review the changes and make a final determination of the bargaining unit status of the positions in question.

Assistant Director of Buildings & Grounds

Assistant to the President

**Associate Registrar

Bookstore Manager

**Budget Officer

**College Librarian

**Comptroller

**Deans

**Director of Buildings & Grounds

**Director, Computer & Communication Services

**Director, Continuing Education & Contract Services

**Director, Development & College Foundation

**Director of Finance & Bursar

**Director, International Projects

** Director of Public Relations

**Director of Supplies & Services

Executive Assistant, Human Resources

**Executive Director of College Relations

**Executive Director, Human Resources

**Executive Director of Planning & Institutional Research

Executive Office Assistant

Executive Office Secretary
Harassment Policy Advisor
Human Resources Advisors, Recruitment & Training and Wellness &
Disability Management
Human Resources Assistant
**Manager of Athletics & Recreation
**Manager of Computer Support Services
**Manager, Financial Reporting/Workload Systems
**Manager, Human Resources
**Manager, International Student Centre
**Manager, Project Accounting
**President
**Registrar
**Vice Presidents, Education
**Vice President, Finance & Bursar

For the purposes of this Agreement, positions indicated by “**” are Administrative Heads.

The College will provide the Union with the names of the individuals currently in excluded positions within thirty (30) calendar days of the ratification of the Collective Agreement. In addition, the College will advise the Union of any changes, in writing, within thirty (30) calendar days.

ARTICLE 3 - UNION SECURITY

3.01 EMPLOYEES AT DATE OF CERTIFICATION

All persons within the certification of the Union as of December 17, 1974 who were members of the Union on or before that date shall remain members of the Union as a condition of continuing employment.

3.02 NEW EMPLOYEES

As a condition of employment, all new employees shall become Union members immediately upon their date of hire and shall remain Union members for the duration of their employment.

3.03 CHANGES IN STATUS

At the time an employee is hired or when her status is subsequently changed, the College agrees to notify the union with a copy of her hiring form.

ARTICLE 4 - UNION RIGHTS AND ACTIVITY

4.01 NOTICE OF ABSENCE FROM WORKPLACE

Whenever possible, an employee exercising any right arising under Article 4 shall advise her supervisor of any absence from her workplace.

4.02 RECOGNITION OF UNION REPRESENTATIVES

The College shall recognize the Union Stewards, members of the Union Grievance Committee, and all persons authorized to act on behalf of the Union, in accordance with the Union Constitution.

4.03 CONTACTING AT WORK

The authorized representatives of the Union shall have the right to contact employees at work on matters respecting this Agreement and its administration. The supervisor of the department being entered for the purpose of contacting employees shall be advised by the Union representatives of the time of their entry and exit whenever possible.

4.04 TIME OFF FOR UNION BUSINESS AND ACTIVITIES

The Union and the College will co-operate to see that suitable arrangements are made to have an employee's regular duties covered in a reasonable manner so as to avoid interfering with the operating requirements. Requests for leaves of absence without loss of seniority for the following activities shall not be unreasonably withheld:

(a) Without Pay - Conventions

without pay to a reasonable number of representatives of the Union to attend conventions of the Union and bodies to which the Union is affiliated when requested in writing by the Union naming the employees for whom the request applies;

(b) Without Pay - Union Business

without pay for a reasonable number of representatives of the Union to attend to Union business which requires them to leave their premises of employment when requested in writing by the Union naming the employees for whom the request applies;

(c) Without Pay - Bargaining Committee Meetings

without pay for a reasonable number of employees who are representatives of the Union on a Bargaining Committee to attend meetings of the Bargaining Committee when requested in writing by the Union naming the employees for whom the request applies;

(d) With Pay - Negotiations

with pay to three employees who are representatives of the Union on the Bargaining Committee to leave their employment to carry on negotiations with the College, when requested in writing by the Union naming the employees for whom the request applies;

(e) With Pay - Steward Duties

with pay to named Stewards to perform duties necessary for the administration of this Agreement;

(f) With Pay - Grievance

with pay to employees called to appear as a party or as a witness in a grievance hearing or at an arbitration;

(g) With Pay - Union Grievance Committee

with pay for up to three members of the Union Grievance Committee when such formally meets pursuant to Article 7;

(h) Without Pay - Union Position

without pay to an employee to hold a position with the Union or its affiliates. Time spent with the Union will be considered as service with the College and the employee will continue to accrue seniority with the College during such period. At the commencement of the leave, an employee will advise the College whether or not she wishes to participate in the College Benefit Plans. It is understood that participation is subject to approval of the carrier of the Plan. The Union will reimburse the College for the cost of such premiums. If the duration of the leave exceeds 8 months, the College may fill the position and the person so chosen shall be considered as having temporary full-time or temporary part-time status notwithstanding the categorization otherwise applicable under Article 9.

4.05 COLLEGE AND UNION SHALL ACQUAINT NEW EMPLOYEES

(a) Agreement in Effect

The College agrees to acquaint new employees with the fact that an Agreement is in effect, with the conditions of employment set out in the Articles dealing with Union Security and Check-off of Union Dues.

(b) Union Steward to Acquaint

A Union Steward shall interview each new employee within regular working hours, without loss of pay to Steward or employee, for the purposes of acquainting the new employee with the benefits and duties of Union membership and to provide the employee with a copy of the Collective Agreement. The length of the interview shall be kept to a reasonable time (e.g. one-half hour to an hour).

4.06 RIGHT TO REFUSE TO CROSS PICKET LINES

(a) Dispute

Failure to cross a picket line which arises out of a labour dispute under the *Labour Relations Code of British Columbia* shall not be considered a violation of this Agreement nor grounds for disciplinary action.

(b) Pay

Employees should not expect to receive pay for work not performed in exercising any right given by the clause.

4.07 UNION GENERAL MEETING

The College shall allow employees a two hour break without pay once every month so that they may attend the Union general meeting. The Union general meeting shall be scheduled at the same time as one of the College meeting block periods.

4.08 USE OF COLLEGE ROOMS

The College shall allow the Union to book College rooms through the regular booking procedures of the College, for meetings of Union Committees, the General Membership, and other such meetings.

***4.09 UNION OFFICE SPACE**

The College will provide a location for a Union office subject to the availability of space to first meet priority institutional requirements as determined by the College. The College will provide appropriate notice to and consultation with the Union regarding any change to the office location.

4.10 APPLICATION TO OVERTIME PREMIUM

Time expended by an employee for the purpose of Articles 4.03, 4.04, 4.05 and 4.07 shall not be used for the purpose of computing any overtime or premium entitlement contained in this Agreement.

4.11 UNION INSIGNIA

(a) Wearing or Displaying

Union members shall have the right to wear or display the recognized insignia of the Union.

(b) Inclusion in Documents

The recognized insignia of the Union shall include the designation "OPEIU, LOCAL 378". This designation shall, at the employee's option, be placed on any document which is prepared or processed in any form or manner, in whole or in part, by any member of the Union. This designation shall be placed at the bottom of the last page of any such document.

4.12 INFORMATION TO BE ROUTINELY PROVIDED TO THE UNION

Once every month the College shall provide to the Union a list of employees within the bargaining unit setting out the employees':

- address
- telephone number
- payroll number

this provision is in addition to the College's obligations under Articles 9.09(c) and 25.04.

Once every four (4) months the College shall provide the Union with a list of employees within the bargaining unit setting out their seniority in terms of hours worked.

ARTICLE 5 - CHECK-OFF OF UNION FEES AND DUES

5.01 AUTHORIZATION

As a condition of employment, all employees on hire shall be required to sign an authorization (Appendix "A") for deduction of Union dues from their wage or salary. A copy of the completed authorization shall be sent to the Treasurer of the Union.

5.02 DEDUCTION OF DUES

(a) Schedule

The College shall begin the deduction of dues from the first regular pay to which the employee is entitled.

(b) College's Obligation

The Union recognizes and agrees that the College's obligation to deduct dues is expressly restricted to making only such deductions as are permitted by law and by the valid authorization of each employee.

5.03 COLLECTION AND FORWARDING OF DUES

The College shall forward the collected dues by cheque together with a list of employees' names and identification numbers, monthly and year-to-date amounts deducted to the Treasurer of the Union within five (5) working days after the last day of each month in which the dues are collected.

5.04 NOTIFICATION

The Union shall advise the College in writing of all dues required by the Union and of any changes which occur in connection with such dues.

5.05 INDEMNITY

The Union shall indemnify the College and hold it harmless against any and all suits, claims, demands and liabilities that shall arise out of, or by reason of any action taken or not taken by the College for the purposes of complying with any provision of this Article.

5.06 REVOCATION

The Union agrees that, should any employee revoke her assignment, the College must forthwith cease to make deductions. Upon written instruction by the Union, the College agrees that, where an existing employee revokes her authorization, the employee's appointment shall be terminated forthwith. The College will provide the Union with a copy of any revocation of authorization

received. Termination under this provision will not constitute a layoff under Article 12.

5.07

YEAR-END SUMMARY

Except by reason of circumstances beyond the control of the College, by January 31st each year the College shall supply to the Union a list of total deductions on behalf of the Union made for each employee during the previous year.

ARTICLE 6 - COLLEGE - UNION RELATIONS

6.01 REPRESENTATIONS

No employee or group of employees shall act as Union representatives on College committees, to which the Union may be entitled to send representatives, without proper authorization of the Union.

6.02 SEARCH COMMITTEE - ADMINISTRATOR

Whenever the College strikes a search committee that has representatives provided by the Capilano College Faculty Association, representatives of the Union will also be invited to be part of that search committee.

The number of representatives from any other constituency shall not exceed the number of Union representatives on the committee.

6.03 ACCESS TO COLLEGE PREMISES

(a) Negotiation and Grievance

The College agrees that access to its premises shall be given to members of the Union when dealing with or negotiating with the College, as well as for the purpose of investigating and assisting in the settlement of a grievance.

(b) Space

In order to facilitate the orderly, as well as the confidential, investigation of specific grievances, the College shall make available to Union Representatives or Stewards temporary use of an office or similar facility.

6.04 INFORMATION

The College agrees to provide the Union with all available non-confidential information relating to employees as may be required by the Union for collective bargaining purposes. The Union recognizes that certain information is confidential to the College and Government at specific periods of time, during which such information may not be released to the Union. The College shall provide the Union with such information if and when it becomes available.

6.05**UNION - COLLEGE RELATIONS**

The Union and the College recognize the mutual value of ongoing joint discussions in matters pertaining to working conditions, employment, employee classifications, services, and labour relations.

***(a) Joint Standing Committee**

There shall be established a Joint Standing Committee composed of the President of the College or designate(s) and the President of the OPEIU or designate(s) and one additional member appointed by both sides. Decisions of the Joint Standing Committee must be unanimous.

(b) Meetings

The Committee shall meet at the call of either party at a mutually agreeable time and place. Unless otherwise agreed, the quorum for Joint Standing Committee meeting shall be two (2) College representatives and two (2) OPEIU representatives. The College and Union will make every effort to ensure two (2) people will be available for any meeting.

(c) Agenda Items

The Committee shall submit recommendations to the Parties for ratification on matters specifically referred to it by mutual agreement of the College and the OPEIU, including reviewing matters, other than grievances, relating to the maintenance of good relations between the Parties.

6.06**DISPUTE OUTSIDE THE AGREEMENT**

When a dispute arises from an item not covered by this Agreement, the dispute shall be forwarded to the Executive Director of Human Resources and the Union for discussion. If the matter is resolved to mutual satisfaction, it will be reduced to writing and added as an addendum to this Agreement.

6.07**EMPLOYEE ATTENDANCE AT MEETINGS**

The Parties recognize that employees attend meetings pursuant to their job assignment or pursuant to their authorized representation on behalf of the Union.

(a) Required to Attend

When an employee is required by the College to attend a meeting in either of the above capacities, regardless of when the meeting occurs, she shall receive pay for attending the meeting.

(b) Invited to Attend

When an employee is invited by the College, but not required, to attend a meeting pursuant to her authorized representation on behalf of the Union, she shall receive pay for the meeting if it occurs at a time when she would otherwise have worked. If the meeting occurs at a time when the employee would not otherwise have worked, she shall not receive pay for attending the meeting.

ARTICLE 7 - GRIEVANCE

7.01 DEFINITION OF A GRIEVANCE

A grievance shall be defined as any dispute or controversy between the College and the Union or between the College and one or more of its employees covered by this Agreement in respect of any matter involving the interpretation, application or administration of any provision of this Agreement; any matter involving the alleged violation of the Agreement; any matter arising out of the employment relationship affecting or involving employees covered by this Agreement; or any question as to whether any matter is grievable or arbitrable.

7.02 GRIEVANCE PROCEDURE

An employee shall have Union Representation present at all grievance meetings after Step 1. All grievances shall be dealt with in the following manner:

7.03 COMPLAINT STAGE - STEP 1

An aggrieved employee may discuss her complaint with her local supervisor. If the dispute is not resolved orally, the Union may formalize the grievance through submission to Step 2.

When a complaint is being discussed at Step 1, the thirty (30) day time limit in Step 2 with respect to the initiation of the grievance will be frozen.

7.04 GRIEVANCE STAGE - STEP 2

(a) Complaint Submitted to Management

Should a complaint be unresolved at Step 1, the complaint may be submitted by the Union Steward or Union Representative in writing to the appropriate management representative, no later than thirty (30) calendar days after the employee was notified verbally or in writing, or she first became aware of the action or circumstance giving rise to the grievance, with a copy to the Human Resources Department. Such submission may be undertaken without first proceeding through Step 1.

(b) Management and Union Steward Meet

The Manager and the Union Steward or Representative shall meet within seven (7) working days and attempt a resolution of the grievance. The grievor may attend this meeting.

(c) Dispute Not Resolved

If the Manager and the Union Steward or Representative are unable to resolve the dispute at Step 2, the Union or the College may refer the matter to Step 3 within fourteen (14) calendar days of the expiry of the time limit under 7.04(b).

7.05

STEP 3

Within ten (10) working days of referral to Step 3, the Parties will meet to discuss the grievance. If discussion at this meeting leads to a unanimous resolution of the grievance such resolution shall become the decision at Step 3. Should no resolution be reached at the meeting, the College will render its decision on the grievance within fifteen (15) working days of the meeting at Step 3.

7.06

NON-RESOLVED GRIEVANCES

(a) Referral to Arbitration

Grievances that have not been resolved through the grievance procedure may be referred by either party to Arbitration, with written notice to the Parties involved. The referral to Arbitration must be made within thirty (30) calendar days of the expiry of the time limit provided in Step 3.

(b) Time Limit

The same time limit provided in 7.06(a) shall apply to recourse to any procedures pursuant to the *Labour Relations Code of British Columbia*.

7.07

TECHNICAL OBJECTIONS TO GRIEVANCES

No grievance shall be defeated merely because of a technical error in processing the grievance. Reasonable amendments mutually agreed upon in writing may be allowed at any step, the intention being that matters in dispute be dealt with in a fair and equitable way.

7.08

RECORD OF GRIEVANCE

Copies of all formal written grievances and all formal replies shall be sent to the Union office and the Human Resources Department without delay. Resolutions shall be acted upon by all Parties.

7.09 TIME LIMITS

(a) Extension

The time limits prescribed for the performance of any step in the Grievance Procedure may be extended by mutual agreement of the Parties involved at each step.

(b) Substance

The time limits specified in the Grievance Procedure shall not be deemed as technical errors but points of substance.

(c) Withdrawal

A grievance not transmitted to the next step within the transmittal time limits of the Grievance Procedure shall be considered withdrawn, unless the time limits are extended through the mutual agreement of the Union and the College. However, the withdrawal of a grievance shall not prejudice either party on any future grievance.

7.10 GRIEVANCE OF GENERAL APPLICATION OR INTERPRETATION

Where a dispute involving a question of general application or interpretation of the Agreement occurs; or where a group of employees has a common grievance; or where the Union as a whole or the College has a grievance, Step 1 and Step 2 shall be by-passed and the dispute shall be referred directly to Step 3 of the Grievance Procedure.

Such reference must be made no later than thirty (30) calendar days after the group of employees, the Union, or the College became aware of the action or circumstance giving rise to the grievance.

7.11 GRIEVANCE INVOLVING DISCIPLINE

In the case of a dispute arising from an employee's reprimand, suspension or discharge, Step 1 and Step 2 shall be by-passed and the dispute shall be taken directly to Step 3 of the Grievance Procedure.

7.12 EMPLOYEE TIME OFF TO ATTEND TO GRIEVANCE

Except in the case of discharge or suspension, an employee shall be permitted the necessary time off with pay to attend to the adjustment of a grievance and shall have the right to be present at all stages of the procedure if so requested by either party. An employee whose period of suspension is over and who has returned to work shall have the full entitlement of this clause for time off from work with pay.

7.13 MAINTENANCE OF EMPLOYEE RIGHTS AND BENEFITS

(a) Settlements

Settlements reached at any step of the Grievance Procedure shall be applied in accordance with the settlement or to the date set by the Arbitrator.

(b) Maintenance of Position

Except in the case of a dismissal or suspension grievance, an employee shall maintain her position with no loss of pay, rank, seniority, benefits or privileges during the Grievance Procedure or Arbitration.

7.14 DISCLOSURE OF INFORMATION

The parties agree to facilitate the processing of grievances by exchanging the relevant information and materials in a timely manner.

7.15 EFFECT OF SETTLEMENTS

(a) Binding

Where the Employer and the Union agree to the settlement of a grievance, such settlement shall be in writing and shall be final and binding on both Parties and each Employee in the bargaining unit affected by the settlement.

(b) Without Prejudice

The grieving Party may at its discretion by written notice withdraw any grievance at any time without prejudice to its position in future with respect to the same or any other matter.

ARTICLE 8 - ARBITRATION

8.01 ARBITRATORS

All grievances submitted to arbitration shall be adjudicated by a single arbitrator selected on a rotational basis, depending on availability, from the following list:

Don Monroe
Judi Korbin
Steve Kelleher
John Hall

8.02 ARBITRATION

The Arbitrator may determine her own procedure in accordance with the *Labour Relations Code of British Columbia* and shall give full opportunity to all Parties to present evidence and make representations. She shall hear and determine the dispute or allegation and shall make every effort to render a decision within reasonable time.

8.03 DECISION OF ARBITRATOR

The decision of the Arbitrator shall be final and binding on both Parties. The Arbitrator shall not make any award contrary to the conditions or articles of this Agreement, or in amendment to this Agreement.

8.04 EXPENSES OF ARBITRATION

Both Parties to the Arbitration shall pay for all their own expenses and one-half of the fees and expenses of the Arbitrator if not covered by Section 103 of the *Labour Relations Code of British Columbia*.

8.05 DIFFERENCES

Where a difference arises between the Parties relating to the dismissal, discipline, or suspension of an employee, or to the interpretation, application, operation or alleged violation as to whether a matter is arbitrable, during the term of this Agreement an Arbitrator shall, at the request of either party:

(a) Investigation

investigate the differences;

(b) Definition

define the issue in the difference, and

(c) Recommendation

make written recommendations to resolve the difference within five (5) days of the date of the receipt of the request; and for those five (5) days from that date, time does not run in respect of the grievance procedure.

8.06

EXPEDITED ARBITRATION

For the purpose of accelerating the resolution of applicable grievances, the Parties may mutually agree to refer to Expedited Arbitration any matter properly processed, as a grievance, in accordance with the provisions of the grievance procedure contained in this Agreement.

(a) Arbitrator

An Arbitrator shall be selected from amongst those Arbitrators named in this Agreement to hear the matter in dispute in accordance with the provisions of this Article.

(b) Presentation of Facts

The facts of the matter in dispute shall be presented during Expedited Arbitration by a designated representative of the Union and a designated representative of the Employer, who shall not be lawyers or individuals whose primary employment purpose is the processing of arbitrations.

(c) Decision

The decision of the Arbitrator shall be of no precedential value and shall not be referred to by either Party in any other proceeding.

(d) Multiple Grievances

The Parties may, by mutual agreement, refer a group of grievances, related or unrelated, to be heard pursuant to this Clause 8.06 by a single arbitrator.

(e) Expedited Arbitration

All other provisions of this Article with respect to Arbitration and the Arbitration process shall apply to Expedited Arbitration.

ARTICLE 9 - CATEGORIES OF EMPLOYEES

9.01 EMPLOYEE

Employee shall mean all clerical, technical and service employees who are covered by the Certification granted to the Union by the British Columbia Labour Relations Council on December 17, 1974 as amended on March 31, 1983 and November 18, 1986 except those excluded pursuant to Article 2.05 who shall be considered exempt for the purposes of this Agreement.

It is recognized that other positions which are in dispute may be referred by either party to the Labour Relations Council for decision.

9.02 REGULAR FULL TIME (RFT)

Regular Full Time (RFT) shall mean any employee who works for thirty-five (35) hours per week for eight (8) months of the year or more, for an indefinite or recurring term, or an employee who fills a position regularized under Article 9.07.

9.03 REGULAR PART TIME (RPT)

Regular Part Time (RPT) shall mean any employee who works for less than thirty-five (35) hours per week for eight (8) months of the year or more, for an indefinite or recurring term, or an employee who fills a position regularized under Article 9.07.

***9.04 EXCEPTIONS**

The Parties agree that circumstances may be such that the operational requirements of the College are best served by an appointment with a definite term in excess of twelve (12) months.

Extensions or renewals of appointments beyond the twelve (12) month term will be by mutual written agreement of the Parties.

***9.05 TEMPORARY FULL TIME (TFT)**

Temporary Full Time (TFT) shall mean any employee who works for thirty-five (35) hours per week for a definite term of up to twelve (12) months.

***9.06 TEMPORARY PART TIME (TPT)**

Temporary Part Time (TPT) shall mean any employee who works for less than thirty-five (35) hours per week for a definite term of up to twelve (12) months.

9.07**REGULARIZATION**

In preparation for the review set out below, the College will provide the Union with a copy of all temporary staffing activities summarized by classification and work area. This information will be provided to the Union by January 15 of each year covering the previous calendar year.

(a) Review

The College and the Union shall meet to jointly review all temporary staffing activities of the previous calendar year by February 15th each year. Where agreement can be reached between the parties on whether or not a position should be regularized, a joint recommendation shall be made to the College President by February 28th each year.

(b) Failure to Reach Agreement

If the Parties cannot reach agreement on whether or not a position should be regularized, the College President shall meet with the Union Representatives to hear the reasons for the Union's recommendation.

(c) Recommendations

Recommendations that are concurred with by the College President shall be implemented and will be effective not later than the first working day of September in the current year.

9.08**FILLING REGULARIZED POSITIONS**

When a Regular Full Time or Regular Part Time position is created as a result of the exercise of Article 9.07 by the College, it shall be filled pursuant to the provisions set out in Article 25.

9.09**EMPLOYEE APPOINTMENTS****(a) Acknowledgement**

At the time of employment and appointment, the employee and the College shall acknowledge, through the completion by the College and acceptance by the employee of a Personnel Hiring Form, the following:

- relevant date of commencement
- duration of appointment
- approved work day and work week
- pay group
- position (where applicable)
- employee category.

(b) Weekend Work

At the time of hiring, the College shall indicate if weekend work may become a requirement of the hire.

(c) PHF Copy

A copy of the completed Personnel Hiring Form shall be provided to the Union and to the employee within seven (7) calendar days of employment, appointment or any change to the conditions listed at Article 9.09(a).

9.10

WORK PRACTICUMS

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

(a) Definition

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

Such students:

- (i) are not employees of the College;
- (ii) are not within the Union certification;
- (iii) will not be paid.

(b) Employee Responsibilities

Such employees:

- (i) may assist such students to assimilate to the work location through orientation, supervision and training, as necessary;
- (ii) who undertake such orientation, supervision and training during student practicums shall not be eligible for reclassification based on these functions alone.

(c) Limitations

Student practicums shall be limited to one student per semester per work area for a period of normally not longer than 70 hours in total, per student, per semester.

(d) Notification to Union

The College shall notify the Union in advance of the number of students being placed for practicum work experience within the College.

9.11**WORK EXPERIENCE PLACEMENTS/CAREER AND PERSONAL PLANNING PROGRAMS**

Given the initiatives of the Provincial Government regarding Work Experience Programs for students in Grades 11 and 12, the College and the Union agree to the following in respect to the offering of “Work Experience Placements” and “Job Shadowing Opportunities” at the College associated with this particular program.

- (a) Students shall be enrolled in a secondary school level program.
- (b) Participating students shall not replace, displace, delay the filling of a vacant budgeted/approved position in the bargaining unit, or replace leaves of absence.
- (c) Duration of participation of any one student in the Career Preparation option shall not exceed 100 hours in any 12 month period.
- (d) Duration of participation of any one student in the Career and Personal Planning option shall not exceed 30 hours in any 12 month period.
- (e) Students shall not receive any form of remuneration for tasks performed, nor be entitled to become members of the Union.
- (f) The employee assigned to oversee, or provide a “shadowing” opportunity to a student shall be provided with adequate time to do so.
- (g) The College will complete a Work Experience Placement Partnership Agreement form for each student with each school district participating in the program, which will also be signed by the local Union Representative (Job Steward or Executive Councillor) and a copy forwarded to the Union office.
- (h) This Agreement may be cancelled by either the Union or the College providing 30 days notice, and is without prejudice to either’s position regarding the offering of such placements.

ARTICLE 10 - DISCIPLINE

10.01 PROCEDURE

No employee shall be disciplined except for just cause.

10.02 24 HOURS ADVANCE NOTICE

The College agrees to notify an employee twenty-four (24) hours in advance of any interview of a disciplinary nature and shall indicate:

(a) Accompanied by Steward

her right to be accompanied by a Union Steward or Union Representative;

(b) Purpose of Meeting

the purpose of the meeting, including whether it involves the employee's personnel file;

(c) Access to Personnel File

that if the employee personnel file is to be considered during the interview and the employee grants her permission, the employee and her Union Steward or Union Representative shall, before the meeting, have access to this file;

(d) Right to Refuse Participation

the employee has the right to refuse to participate or to continue to participate in such interview unless she has received the notice hereinabove provided for.

10.03 SUSPENSIONS SHALL BE IN WRITING

All suspensions shall be in writing from Administrative Heads (as defined in Article 2.05) with all reasons for the action contained therein. The Union shall be notified at the time the notice is given.

10.04 DISCHARGES

All discharges shall be on the written authority of the President with all reasons for the action contained therein. The Union shall be notified at the time this notice is given.

10.05 BURDEN OF PROOF

In cases of discipline, the burden of proof of just cause shall rest with the College. The charge submitted by the College shall be limited to information in the written notice given.

10.06 MATERIALS ON FILE

(a) Evidence in a Hearing

The College shall not introduce as evidence in a hearing any document from an employee's file the existence of which she was not aware.

(b) Disciplinary Documentation

An employee shall be given a copy of any disciplinary documentation placed on her file and may have her comments relating to the documentation placed on her file. Should she wish to dispute any such entry she shall be entitled to recourse through the grievance procedure. When disputes are resolved in favour of the employee, at the request of the employee, the College shall remove all references to the disciplinary action. No inference regarding discipline shall be made from an action or inaction by either the employee or the College.

(c) Documentation to be Destroyed

Upon the employee's request, any documentation placed on file pursuant to 10.06(b) shall be removed from the file and destroyed in the presence of the employee after expiration of eighteen (18) months from the date it was issued, provided there has been no further disciplinary documentation relating to the same issue (SEE ALSO 29.08).

ARTICLE 11 - SENIORITY

11.01 DEFINITION AND PURPOSE

Seniority, which is the length of an employee's service within the bargaining unit as a whole, shall be used to distinguish between employees who would otherwise be considered equal.

11.02 ENTITLEMENT

All employees shall accrue seniority from their date of hire.

The basis of accrual shall be 152 hours for each month of active employment; pro-rated for part time employees.

11.03 ACCRUAL

(a) Seniority Accrual

Seniority shall continue to accrue for the duration of the following circumstances and as set out in other provisions of this agreement:

- (i) all leaves with pay;
- (ii) L.T.D., W.C.B., or Parental Leave (Maternity, Paternity or Adoption Leave);
- (iii) exercising a right to refuse to cross a picket line as per Article 4.06(a);
- (iv) conscription;
- (v) College excludes position and employee successfully competes back into unit within one (1) year of exclusion;
- (vi) College excludes position and Union succeeds in getting jurisdiction back;
- (vii) government excludes position and Union succeeds in getting jurisdiction back;
- (viii) leave without pay to act as full time Officer or representative with the OPEIU.
- (ix) while on the Layoff List (TYPE 1 LAYOFF);
- (x) on suspension without pay;
- (xi) while not working due to strike or lockout.

(b) Special Circumstances

Seniority shall continue to accrue for the first ninety (90) calendar days only for the following circumstance:

all leaves without pay (including temporary leave to accept an excluded position), except as expressly provided otherwise by Clause 11.03(a) above.

11.04 MAINTENANCE

(a) Maintained for Duration

Seniority shall be maintained for the duration of the following circumstance:

- (i) bridge periods (TYPE 2 LAYOFF);
- (ii) excess of ninety (90) days per Article 11.03 (b);

(b) Maintained Twelve Months

Seniority shall be maintained for a maximum period of twelve (12) calendar months for the following circumstance:

- (i) following the expiry of an appointment having a definite duration (TYPE 3 LAYOFF);

(c) Maintained Three Months

Seniority shall be maintained for a maximum period of three (3) calendar months for the following circumstances:

- (i) after resignation;

(d) Accrual Conditions

If in a maintenance period employment results in the accrual of more than seven (7) hours of seniority, a new maintenance period shall commence at the termination of that employment. If, however, such employment accrues seven (7) or fewer hours of seniority, the seniority total at the end of the original maintenance period reverts to an accumulation of only those hours worked within that period.

11.05 LOSS

An employee or former employee shall lose seniority and be removed from the seniority list in the following circumstances:

(a) Discharged

if discharged for just cause;

(b) Maximum Amount Allowed

seniority has been maintained to the maximum amount allowable under Article 11.04;

(c) Loss of Employment Status

on loss or termination of employment status (subject to express exceptions set out in this agreement);

(d) Severance Pay

on acceptance of severance pay.

11.06 ON APPOINTMENT TO NEW POSITION

An employee who is appointed to a new position shall carry her previous accumulation of seniority to such position.

11.07 SENIORITY LIST

The College shall maintain a seniority list.

The seniority list shall be revised every four (4) months. The list shall show the date upon which each employee's service commenced and the total seniority each employee has accrued. Four (4) copies of the list shall be supplied to the Union.

ARTICLE 12 - LAYOFF

12.01 DEFINITION

A layoff is a cessation of employment which may occur in the following ways:

(a) Type 1 (Involuntary Cessation of Work)

An involuntary cessation occurring during the term of an employee's appointment which may be of a temporary nature to a maximum of one hundred and twenty-three (123) calendar days, or may be of a permanent nature.

(b) Type 2 (Bridge Period)

Predetermined time span of non-work occurring between active segments of an employee's appointment. Bridge periods may occur in a continuous regular appointment, or in a temporary duration appointment.

(c) Type 3 (Normal Expiry of Temporary Appointment)

A predetermined cessation occurring at the end of a temporary hire having an expiry date designated at the commencement of an employee's appointment.

Other cessation of employment including suspension, dismissal, resignation and leaves of absence are not included in the layoff definition.

12.02 TYPE 1 LAYOFF (Involuntary Cessation of Work)

An involuntary cessation occurring during the term of an employee's appointment which may be of a temporary nature to a maximum of one hundred and twenty-three (123) calendar days, or may be of a permanent nature.

12.03 NOTICE

(a) Temporary Layoff (Type 1)

- (i) Subject to operational requirements and after consultation with the Union, the College shall determine in which positions layoff shall occur after, when possible, reducing its temporary workforce through the expiry of their appointments.

- (ii) Subject to 12.03(a)(i), layoff shall be in the reverse order of seniority, first for Temporaries, and then for Regular status employees.
- (iii) The College shall attempt to minimize the option of bumping by selecting for layoff positions whose incumbents have either the least seniority or have shorter appointments, or have both.
- (iv) If a temporary layoff occurs the College shall inform the Union and the employees to be laid off, in writing, not less than thirty (30) calendar days before the layoff is to commence. The notice shall state the date the layoff shall commence.
- (v) An employee shall be considered laid off at the date established under 12.03(a)(iv) above.

(b) Permanent Layoff (Type 1)

- (i) The College shall provide the Union and affected employee(s) with not less than ninety (90) calendar days notice, in writing, of its intention to introduce a permanent layoff.
- (ii) At the time notice is provided, the College shall provide the Union with the reasons for the introduction of the permanent layoff and with as much information related to it as possible.

12.04 ELECTIONS

(a) Upon Receipt of Notice of Layoff

An employee who has received notice of her layoff must, prior to the expiry of the notice period, elect one of the following options:

- (i) if the layoff is of a temporary duration:
 - (1) bumping, or
 - (2) layoff list;
- (ii) if the layoff is of a permanent duration:
 - (1) bumping,
 - (2) a job vacancy or retraining for a job vacancy, or
 - (3) severance pay.

(b) Human Resources Department to Provide Pertinent Information

It is the responsibility of the Human Resources Department to provide to the employee all information pertinent for her making the election.

The election made under this Article must be forwarded, in writing, to the Human Resources Department and to the Union. Any employee not exercising this election within the given time limit shall be deemed to have elected the Layoff List if the layoff is of a temporary nature, or Severance Pay if the layoff is of a permanent nature.

12.05 NOTE: TIME LINES

Employees are cautioned to carefully monitor time lines set out in 12.03(a)(iv) and 12.03(b)(i). For example, if the bumping option is chosen, a decision should be made early after notice is received to avoid the possibility of being on leave without pay awaiting the opportunity to access position bumped. It must be remembered that bumped employees are also entitled to notice periods (see 12.06(d), 12.07(e) and 12.07(f)).

12.06 TEMPORARY LAYOFF OPTIONS

(a) Bumping

It is understood and agreed that the application of this procedure shall not affect the College's right to maintain an efficient staff.

(b) Layoff Exceeding 15 Days

If it is anticipated the layoff will exceed fifteen (15) calendar days, or if an employee has been laid off for fifteen (15) calendar days, she may bump as follows:

- (i) A Temporary employee laid off prior to the expiry of her appointment shall have the right to bump into a position held by a less senior Temporary employee.
- (ii) An employee on a probationary period as defined in Article 25.08 shall have no bumping rights.
- (iii) A Regular employee shall have bumping rights into any position held by a less senior Regular employee or any position held by a Temporary employee.

(c) Employee May Exercise a Bump

An employee may exercise a bump provided she meets:

the criteria set out in 12.06(b), and

the normal staffing criteria set out in Article 25.07. Where an employee is denied an appointment under this process, the College shall advise her and the Union in writing of the reasons for such denial.

(d) 15 Calendar Days Notice of Displacement

A bump may only take place after the employee to be bumped has received fifteen (15) calendar days notice of her displacement.

(e) Employee With 9100 Hours of Seniority

An employee with 9100 or more hours of seniority who fills a job through bumping shall be paid at the greater of her old pay group or the pay group of the position she has bumped into.

(f) Employee With Less Than 9100 Hours of Seniority

An employee with less than 9100 hours of seniority who fills a job through bumping shall be paid at the pay group of the position she has bumped into.

(g) Continuation at Pay Step

In both 12.06(e) and 12.06(f) above, the employee shall continue to be placed at the pay step she held prior to the bump, and shall be subject to the benefits and other conditions of employment attendant to the position she bumped into.

(h) Employee Who Bumps Shall be on Probation

An employee who bumps shall be on a probationary period of one month. At the discretion of the College, the probationary period may be extended in one (1) month periods for no longer than a total probationary period of three (3) months. If during the probationary period the employee finds the job unsatisfactory or is unable to meet the basic job requirements to the satisfaction of the College, she shall be placed on the Layoff List of the classification/work area from which she was laid off.

(i) Bumped Employee May Also Exercise Right to Bump

An employee who has been bumped by another may in turn exercise her right to bump subject to application of the same conditions set out in this Article.

(j) Regular Employee Bumps Into Temporary Position

A Regular employee who has bumped into a Temporary position shall have a recurring bumping right with the expiry of the Temporary position. A Temporary who has bumped into a Temporary position shall have her status expire with the expiration of the position should she hold it at that time. A residual right to go on her Layoff List shall exist to the employee at the expiry of the Temporary position she bumped into.

(k) Recall

- (i) A Layoff List shall be established for each classification/work area from which an employee is laid off.
- (ii) An employee shall remain on a Layoff List until recalled or until her layoff becomes permanent, whichever is sooner.

(l) Process

- (i) When a position is reactivated, the most senior employee on the Layoff List for that position shall be offered active status. If she refuses the recall, the next most senior employee will be offered the active status, and so on, until the Layoff List is exhausted. For the purposes of recall only, employees who have bumped are deemed to be simultaneously on the Layoff List.
- (ii) As applicable, it shall be the joint decision of the Administrators responsible for the areas of the position being recalled and the position the recalled employee holds to determine the time lines of the recall.
- (iii) An employee must respond to a recall notice within five (5) calendar days of being contacted by the College. In circumstances where the College fails to contact the employee by telephone, contact shall be deemed to have been made on delivery or attempted delivery by registered mail or courier to the address last given to the College by an employee. Subject only to extenuating circumstances, failure to respond to a recall shall result in the negation of all rights to the position. However, an employee shall continue to hold seniority rights for one (1) year from her last active day of employment.
- (iv) If a recalled position is not successfully staffed through the recall procedure, it shall be staffed through the Article 25 appointment procedure.

12.07**PERMANENT LAYOFF OPTIONS - Bumping****(a) Employee Must Advise College of Precise Position**

An employee who has elected to bump must advise the College at the time of the election of the precise position she wishes to bump into.

(b) College Has Right to Maintain Efficient Staff

It is understood and agreed that the application of this procedure shall not affect the College's right to maintain an efficient staff and that an employee must meet the requirements for the position into which she wishes to bump.

(c) Upon Notice of Permanent Layoff

An employee who has received notice of a permanent layoff selecting this option may bump as follows:

- (i) A Temporary employee permanently laid off prior to the expiry of her appointment shall have the right to bump into a position held by a less senior Temporary employee.
- (ii) An employee on a probationary period as defined in Article 25.08 shall have no bumping rights.
- (iii) A Regular employee shall have bumping rights into any position held by a less senior Regular employee, or any position held by a Temporary employee.

(d) Employee May Exercise a Bump

An employee may exercise a bump provided she meets:

- (i) the criteria set out in 12.07(c), and
- (ii) the normal staffing criteria set out in Article 25.07. Where an employee is denied an appointment under this process, the College shall advise her and the Union in writing of the reasons for such denial.

(e) 45 Calendar Days Notice of Displacement

A bump may only take place after the employee to be bumped has received forty-five (45) calendar days notice of her displacement.

(f) Effective Date of Bump Prior to Assuming Position

If the effective date of the bump is prior to the date when the employee who has successfully bumped may assume her new position, the intervening time shall be considered as leave without pay.

(g) Employee Who Fills Job Through Bumping

An employee who fills a job through bumping shall be subject to the benefits and other conditions of employment attendant to the new position. However, she shall be paid based on the higher of her previous pay group or the pay group of the new position (in each case at her previous step) for the first ninety (90) calendar days in the new position. After this period, she shall be paid based on the pay group of the new position at the same step she held in her former position.

(h) Employee Who Bumps Shall be on Probation

An employee who bumps shall be on a probation period of one (1) month which may, at the discretion of the College, be extended in one (1) month periods for no longer than two (2) additional months.

(i) Regular Employee Failing Probation in Bumped Position

A Regular employee who bumps into a position held by a less senior Regular employee, and is subsequently rejected on probation, may choose a second bump. Any time lapse between her rejection on probation and when she may assume her new position shall be considered as leave without pay. If she is found unable to meet the needs of this second position during its probationary period, she shall have no further priority rights under this provision. However, such an employee shall retain her seniority for a nine (9) month period from the expiry of her original notice period.

(j) Employee Who Bumps Into Temporary Position

An employee who bumps into a position held by a Temporary employee and is subsequently rejected on probation shall have no further priority rights under this provision. However, such an employee shall retain her seniority for a nine (9) month period from the expiry of her original notice period.

(k) Successful Bump Into Position Held by Temporary Employee

An employee who successfully bumps into a position held by a Temporary employee shall on the expiry of the temporary appointment hold previous incumbency status for that classification/work area. (i.e. her seniority is valid for one year from her last day of employment).

(l) Employee May Reconsider Bumping Choice During Probation

An employee may reconsider her bumping choice during the probation period and either receive severance pay as provided in Article 12.09 or retain seniority for nine (9) months from the expiry of the original notice period and receive severance pay at the expiry of this period if other employment is not found. The College may deduct all salary paid to the employee during the probation period from the amount of severance pay.

(m) Displaced Employee Options

An employee who has been displaced by the bumping process (either directly by an employee who received Notice of Permanent Type 1 Layoff or indirectly by another displaced employee) may at any time after receiving notice of her own displacement elect one of the options set out in 12.04(a)(ii) within forty-five (45) calendar days of that notice and follow the same procedure and criteria set out in 12.07, 12.08, 12.09.

12.08 PERMANENT LAYOFF OPTIONS - Job Vacancy/Retraining

(a) Job Vacancy

A Temporary employee may elect a temporary job vacancy, and a Regular employee may elect any job vacancy which the College is staffing.

(b) Upon Election of Job Vacancy

An employee who has elected a job vacancy must advise the College at the time of election of the precise job vacancy for which she wishes to apply. It is understood that the employee may make such election at any time during the notice period, “or within the nine (9) month period following the expiry of the notice period,” and that the employee may or may not require training for such job vacancy.

(c) Possession of Knowledge, Skills and Abilities

When an employee has elected a job vacancy, she shall have first right to it provided she already possesses the required skills and abilities, or provided that she will possess the required skills and abilities for the job vacancy upon completion of retraining.

(d) No Need for Retraining

When an employee elects a vacancy for which she does not need retraining, she shall be appointed to the position upon the expiry of the

notice period (Article 12.03(b)(i)), or sooner if possible, or as applicable during the nine (9) month period following the expiry of the notice period, and shall be paid based on the higher of her previous pay group or the pay group of the new position for the first three (3) months in the position. After three (3) months in the position, she shall be paid based on the pay group of the position (in all cases at her previous step).

(e) Need for Retraining

Retraining, if necessary, must commence after the expiry of the notice period and be accomplished within four (4) months.

(f) Commencement of Retraining

By mutual agreement, the retraining may begin prior to this date. If retraining is not immediately available upon expiry of the notice period, or if an employee requests that retraining be delayed, any elapsed time between the end of the notice period and the start of retraining shall be leave of absence without pay. However, in circumstances where retraining is not immediately available, the College may consider it reasonable to extend the notice period until such training is available.

(g) Method of Retraining

Determination of the method of retraining and its cost shall be the responsibility of the College. An employee shall receive her former salary during retraining. Wherever possible, an employee shall be advised in writing of these costs prior to the start of her retraining.

(h) Reconsideration Upon Completion of Retraining

If during or immediately upon completion of retraining the employee wishes to reconsider her earlier election, or if she does not successfully complete retraining, she shall at that time have the option of receiving severance pay as provided in Article 12.09. The College may deduct all costs of retraining, including the employee's salary while retraining, from the amount of severance pay.

(i) Successful Completion of Retraining

Upon successful completion of retraining, the employee shall be appointed to the position and shall be subject to all terms and conditions of employment applicable to the position. She shall be paid at the pay group applicable to the position, at the same step as she held in her former position, as of the date of appointment unless her period of retraining was of less than four (4) months duration, in which case she shall be paid the higher of her previous pay group or the pay group

of the new position until expiry of four (4) months of combined retraining and being in the position.

(j) Retrained Employee on Probation

An employee appointed to a vacancy either directly or after retraining shall be on a probationary period of one (1) month. At the discretion of the College, the probationary period may be extended in one (1) month periods for no longer than a total probationary period of three (3) months. If during the probationary period the employee finds the job unsatisfactory or is unable to meet the basic job requirements to the satisfaction of the College, she shall be terminated and shall receive severance pay as set out in Article 12.09. The College may deduct all costs of retraining, including the employee's salary while retraining, from the amount of severance pay.

(k) Priority Rights for Permanent Vacancies

An employee who accepts a temporary vacancy under this option shall continue to have priority rights for any permanent vacancy within the nine (9) month period following the expiry of the notice period.

(l) Following Expiry of Notice Period

During the nine (9) month period following expiry of the notice period, a Regular employee who has not found a permanent job vacancy may request an advance on severance up to the amount she would be entitled to receive as severance pay. Upon successful placement into a regular position under this option, an employee as a condition of being offered such employment shall repay the aforementioned advance.

12.09 PERMANENT LAYOFF OPTIONS - Severance Pay

(a) Severance Pay

Employees who have not made an election pursuant to 12.04(a)(ii) or who have elected severance pay, on termination of their services, shall receive severance pay based on their salary at the time of displacement, as follows:

<u>Years of Service</u>	<u>Amount of Severance Pay</u>
Less than 2	4 weeks of salary
2 or more	6
3 or more	6
4 or more	<u>2 weeks per year of service, to a maximum of 24 weeks</u>

(b) Loss of Employment Status

An employee who elects the severance pay option shall lose her employment status.

(c) Monies Advanced to be Severance Pay

Any monies advanced under Article 12.08(l) to an employee who is not permanently placed under the Job Vacancy priority, shall be deemed to have elected payment of severance pay hereunder.

12.10 HEALTH BENEFITS MAINTENANCE DURING TEMPORARY LAYOFF

(a) Regular Employee on Temporary Layoff to Pay Premiums

Regular employees on a temporary layoff who were receiving benefits specified under Article 28 may retain their previous coverage to the greatest extent possible by regularly paying to the College an amount equal to the total premiums involved. This provision only has application to layoffs exceeding thirty (30) calendar days duration.

(b) College to Reimburse Employee for College's Share Upon Return to Work

On return to work in a position which attracts the same benefits, the College shall reimburse the Regular employee for the College's share of the premiums which were paid by the employee during her layoff.

12.11 TEMPORARY LAYOFF BECOMES PERMANENT

(a) Process

In those circumstances where an employee on a Temporary Layoff (which by definition can be to a maximum of one hundred and twenty-three (123) calendar days) receives notice of her Permanent Layoff, the following shall apply:

The College shall, on serving notice of her Permanent Layoff, advise the employee that one of the following options shall apply for the ninety (90) calendar day notice period:

- (i) she shall return to the position she was laid off from;
- (ii) she shall be assigned to any vacancy within her competence and paid not less than the salary equal to that she was paid in the position she was laid off from;

- (iii) she shall be placed on or remain on the Layoff List and shall be paid at the rate of the position she was laid off from.
- (iv) If at receipt of notice of Permanent Layoff an employee is on the Layoff List (per 12.06(k)), the advisement of and choice of option pursuant to 12.11(a) selected by the College shall become effective on the employee's receipt of notice.
- (v) If at her receipt of notice of Permanent Layoff an employee is in a bumped position (per 12.06), the employee may opt to have the choice of option pursuant to 12.11(a) selected by the College apply to her on receipt of it, or to delay its application by remaining in the bumped position for a maximum duration of one hundred and twenty-three (123) calendar days from the commencement of her Temporary Layoff or ninety (90) calendar days from her receipt of notice of Permanent Layoff, whichever occurs first.

(b) Choices

- (i) An employee permanently laid off in this manner must select one of the options set out in 12.07, 12.08, 12.09 (i.e. bumping, job vacancy/retraining or severance pay) within ninety (90) calendar days of her receipt of notice of her Permanent Layoff.
- (ii) An employee selecting the bumping option may reaffirm the bump she selected on the Temporary Layoff, or she may choose to bump into another position.
- (iii) All rights arising out of this provision shall terminate on the layoff becoming permanent or at an earlier date if an employee has completed the process arising out of her selection.

(c) Exception

The choices set out in 12.11(b) shall not have application in those circumstances where a Temporary Layoff continues beyond one hundred and twenty-three (123) calendar days if such arises out of and continues to be a direct result of a strike, lockout or similar labour dispute. In such circumstances, all those rights arising out of a Temporary Layoff shall continue.

(d) Reactivation of Former Position

If a position from which a Regular employee has been permanently laid off is reactivated within one (1) year of the commencement of the

layoff, a right of first refusal shall be extended to the laid off employee provided she had selected option 12.04(a)(ii)(1) Bumping or option 12.04(a)(ii)(2) Job Vacancy/Retraining.

12.12 TYPE 2 LAYOFF (Bridge Period)

Predetermined time span of non work occurring between active segments of an employee's appointment. Bridge periods may occur in a continuous regular appointment, or in a temporary duration appointment.

(a) Rights

An employee on a Type 2 Layoff:

- (i) is entitled to a separation certification issued pursuant to E.I. regulations at the commencement of the layoff;
- (ii) shall be on the Previous Incumbency List of her classification/work area for the duration of her layoff, and shall have a priority right to any employment being offered within her classification/work area during this period. In circumstances where two or more employees on a bridge period seek to exercise the priority, seniority shall govern.

12.13 TYPE 3 LAYOFF (Normal Expiry of Temporary Appointment)

A predetermined cessation occurring at the end of a temporary hire having an expiry date designated at the commencement of an employee's appointment.

(a) Rights

An employee on a Type 3 Layoff:

- (i) is entitled to a separation certificate issued pursuant to E.I. regulations at the end of her Temporary hire.
- (ii) who is a previous incumbent (i.e. held a greater than one (1) month hire), shall go on the Previous Incumbency List of her classification/work area.
- (iii) In circumstances where two or more employees with previous incumbency in a position seek to exercise the priority access, seniority shall govern.

12.14 PRIORITIES

Notwithstanding any other listed priorities in this Collective Agreement, the following list of priorities shall govern:

(a) Priority I

Regular employees on permanent type 1 layoff, or regular employees on layoff due to technological change, or employees returning from LTD (18.03) or regular employees on long term replacements (Article 18.04)

(b) Priority II

Regular employees on temporary 1 layoff, or regular employees on type 2 layoff.

(c) Priority III

Temporary employees on permanent type 1 layoff, or temporary employees on type 1 layoff, or temporary employees on layoff due to technological change, or temporary employees on long term replacements (Article 18.04).

(d) Priority IV

Temporary employee on type 3 layoff.

(e) Exception

A temporary employee on a Previous Incumbency List with more seniority shall have a priority over both Priority III and Priority II Regular employee on type 2 layoff (SEE ALSO 21.09 and 25.09).

(f) Seniority

Within each category of priority, seniority shall govern.

12.15 INFORMATION TO BE GIVEN TO UNION

(a) Layoff List

The College will provide a designated Councillor of the Union, or her designate, with a current copy of the Layoff List referred to in this Article. The Councillor, or designate, may use College facilities and equipment to copy this list and to mail it to the Union office. The Union will rotate the designation of Councillors, or designates, for this function such that no one Councillor, or designate, performs this function in two consecutive terms.

(b) Recall List

A copy of any recall notice issued by the College pursuant to any provision of this Agreement must be given promptly by the College to the Councillor, or designate, cited in (a) above. That Councillor, or

designate, may use College facilities and equipment to copy this notice and to mail it to the Union office. Each such recall notice must include, amongst other information, the job title and work location for the position being filled by recall and the name and seniority date of the person being recalled.

ARTICLE 13 - HOURS OF WORK

13.01 WORK DAY AND WORK WEEK

(a) Work Day

The work day of an employee is the hours which she is scheduled to work in a given day.

(b) Work Week

The work week of an employee is the hours which she is scheduled to work in a given work week, commencing at 0001 hours (12:01 am) Monday.

13.02 STANDARD WORK DAY AND STANDARD WORK WEEK

(a) Standard Work Day

The standard work day shall be seven (7) hours exclusive of the meal period.

(b) Standard Work Week

The standard work week shall be thirty-five (35) hours and is composed of five (5) consecutive standard work days.

13.03 NON STANDARD WORK DAY AND NON STANDARD WORK WEEK

Any work day of less than seven (7) hours, or work week of less than thirty-five (35) hours, not approved pursuant to Article 13.04 shall be described as a non standard work day or non standard work week.

13.04 MODIFIED WORK WEEK AND MODIFIED WORK DAY

(a) Modified Work Week

A modified work week is an approved modification of

- (i) the standard work week which must average thirty-five (35) hours per week over a maximum two (2) week period and include a minimum of four (4) work days per week, or
- (ii) the non standard work week which must average over a maximum two (2) week period those hours which would have been worked over the same period on a non standard work week, and include a minimum of three (3) work days per week.

(b) Modified Work Day

A modified work day is a modification of a standard work day or a non standard work day resulting from an employee working an approved modified work week.

(c) Modified Work Week

A modified work week may arise at the request of either the Administrative Head or the employee. Each modified work week shall meet the following criteria:

- (i) the daily work of the Department shall be carried out;
- (ii) where the Department relates to other components of the College, the role of the Department within the College shall not be diminished or diluted;
- (iii) where applicable the Labour Relations Board approves the scheme before it is implemented.

(d) Administrative Head to Consider Employee's Request

The Administrative Head shall consider an employee's request for a modified work week, if it meets the following additional criteria:

- (i) No additional costs to the College shall result by reason of the proposed modified work week in the following ways:
 - by reason of the requirement for additional staff;
 - by reason of the attraction of costs additional to those already incurred under an existing approved work week (13.01(b));
 - by reason of more than seven (7) hours of lieu time when a paid holiday falls on a day of rest;
 - by reason of paying overtime rates within the approved hours.
- (ii) Where long weekends or a work week of less than five (5) days results, there will be an equal distribution of days off amongst employees who work a modified week in a Department.
- (iii) No request for a modified work week shall be refused without written justification.

13.05 EXCEPTIONAL WORK WEEK BASED ON ANNUAL HOURS

(a) Exceptional Work Week

Notwithstanding any other provision herein, by mutual agreement between the College and an employee, and only after Agreement with the Union, may an exceptional work week schedule be established based on annual hours in a calendar year.

(b) Restrictions

In each circumstance the annual hours must equal those hours which would otherwise have been worked within the year subject to the following restrictions:

- (i) each scheduled work week must fall between 85% and 115% of those hours from which the exception is based (e.g. if the normal weekly hours are 35, a permitted exceptional weekly range must fall between 30 and 40 hours);
- (ii) all other entitlements are derived from the exceptional new base (e.g. overtime from 30 or 40 as approved).

(c) Approval

Each schedule shall be initially agreed upon and implemented for a trial period with a one year maximum duration. Subsequent approvals may have an indefinite duration.

13.06 APPROVAL OF HOURS OF WORK

(a) Approval

- (i) The work day and the work week of an employee shall be approved by the appropriate Administrative Head, and shall become effective through written transmittal of the approval to the employee from the Human Resources Department.
- (ii) No regular employee who was employed as at October 1, 1989 shall have her hours of work changed by the College without her agreement. The College will not change the hours of work of any other regular employee unless the operational needs of the College require such change. The College undertakes to review alternatives to a change in a regular employee's hours of work prior to its implementation. An employee who feels her hours of work are being changed unnecessarily may grieve that change. In the event of a

grievance, the hours of work will not be changed until the grievance is concluded.

(b) Changes

- (i) When the Administrative Head changes an employee's work day or work week, the employee shall be notified and the change posted fourteen (14) calendar days prior to the effective date.
- (ii) When an employee wishes to change her work day or work week, the approval of the appropriate Administrative Head must be obtained and posted fourteen (14) calendar days prior to the effective date.
- (iii) In either 13.06(b)(i) or 13.06(b)(ii) the fourteen (14) day time limit may be shortened by mutual agreement between the employee and the appropriate Administrative Head.
- (iv) The time limits herein set out do not apply to emergency type situations.

13.07 MEAL BREAK

An employee shall be entitled to take an uninterrupted meal break, of a minimum duration of thirty (30) minutes, away from her work area. When an employee is officially requested by her supervisor to work during her meal break, whether in her own work area or in any other area, the employee shall be compensated at the applicable overtime rates.

13.08 REST PERIODS

(a) Two Fifteen Minute Rest Periods

An employee whose daily hours of work equal or are greater than seven (7) may take two fifteen (15) minute rest periods within such.

(b) One Fifteen Minute Rest Period

An employee whose daily hours of work equal or are greater than four (4) but less than seven (7) hours may take one fifteen (15) minute rest period within such.

(c) When to Take Rest Periods

Normally, a rest period cannot be taken within one hour of the commencement or end of her daily hours, lunch break or another rest period.

13.09 TIME REPORT

(a) Monthly Paid Employees

The exceptional time reporting system requires employees paid on a monthly basis to only submit an “Exceptional Time Report” following an exceptional circumstance.

(b) Hourly Paid Employees

Employees paid on an hourly basis must submit an “Hourly Time Report” immediately following the period covered by the report.

(c) Excluded Positions

Time reports shall be submitted for approval to the appropriate excluded position identified pursuant to Article 2.05.

13.10 ALLOCATION OF ADDITIONAL HOURS OF WORK TO REGULAR PART TIME EMPLOYEES

The College will make reasonable effort to ensure that additional hours of work are shared equitably amongst those regular part-time employees in an area who have the required knowledge, skills and ability to perform the work.

13.11 MINIMUM DAILY PAY

Employees reporting for work at the call of the College shall be entitled to their regular wage for the entire period spent at the place of work, with a minimum of four (4) hours pay for each call out.

13.12 STANDBY DUTY

Note: This article applies only to employees working in the Facilities Department, the Computer Services Department and the Sportsplex

(a) Scheduled Standby Duty

An employee scheduled on standby will be paid two (2) hours at straight time for the 24-hour period commencing daily at 8:00 am, Monday to Friday, inclusive; and four (4) hours at straight time for the 24-hour period commencing at 8:00 am on a Saturday, Sunday or paid holiday.

(b) Advance Notice

Where possible, standby will be signed up on a voluntary basis with schedules posted at least 96 hours in advance. Should an employee be given less than 96 hours notice of standby duty, she will not be required to accept such duty.

(c) Consecutive Weekends

No employee will be compelled to accept standby on two (2) consecutive weekends or on two (2) consecutive holiday weekends.

13.13 EXCEPTIONAL WORK DAY

An employee hired to work in the Theatre during a production or performance may agree to work an exceptional work day of longer than seven (7) hours per day. The employee shall be paid at the overtime rate for all hours in excess of ten (10) hours per day or thirty-five (35) hours per week.

ARTICLE 14 - HOURLY PREMIUMS

14.01 SHIFT PREMIUM

An hourly premium of \$.75 shall be paid:

(a) 6:30 pm - 6:30 am

for each hour worked between 6:30 pm and 6:30 am, or

(b) 3:00 pm - 12:01 am

for all hours of a standard or modified work day (i.e. full time) where the shift commences between 3:00 p.m. and 12:01 a.m.

14.02 SHORT CHANGE-OVER

If shifts are scheduled so that there are not twenty (20) hours between the start of an employee's shift and the start of an employee's next shift, overtime rates shall apply to hours worked on the succeeding shift within the twenty (20) hour period. If the shift is changed at the employee's request, overtime rates shall not apply.

ARTICLE 15 - OVERTIME

15.01 DEFINITIONS

(a) Standard or Non Standard Work Week Hours

For employees working a standard or non standard work week, overtime means any working hours on duty in excess of seven (7) hours in a work day or thirty-five (35) hours in a work week.

(b) Modified Work Week Hours

For employees working a modified work week, overtime refers to those hours on duty in excess of the approved hours in her work day or work week.

(c) Straight Time

Straight time rate means the regular rate of remuneration.

(d) Double Time

Double time means two times the straight time rate.

(e) Compensating Time Off

Compensating time off means the product of overtime hours worked times the applicable overtime factor.

15.02 RIGHT TO REFUSE OVERTIME

All overtime shall be voluntary. Employees may refuse overtime individually without being subject to disciplinary action, but there shall be no concerted refusals of overtime.

15.03 OVERTIME COMPENSATION

(a) Non-Standard Work Day

An employee working a non-standard work day (of less than seven (7) hours) or work week (of less than thirty-five (35) hours) shall be paid at the straight time rate for all hours in excess of her approved work day or work week which do not qualify for overtime payment.

(b) Double Time

The rate of double time shall be paid for all hours of overtime.

(c) Modified Work Week

An employee working a modified work week shall be compensated at double time for all hours worked on any day other than her regularly scheduled day of work.

(d) Work on Other Than a Regularly Scheduled Day

An employee who works on other than a regularly scheduled day of work after a standard five day work week shall be compensated at the rate of double time for all hours worked on that day.

(e) Paid Holiday

An employee who works on a paid holiday as defined in Article 16.01 shall receive either her regular days pay or another day off, and shall receive additional compensation at the rate of double time for all hours worked on that day.

(f) Compensating Time Off

An employee shall have the option of receiving equivalent compensating time off or of being paid for all overtime earned at any time prior to 15.03(g).

(g) Overtime Bank

All overtime remaining in an employee's overtime bank at the end of the calendar year following that in which it was earned shall be paid out by the College.

(h) Leaves of Absence

The provisions of Article 15.03 shall not apply to any leaves of absence with pay.

15.04 CALL BACK

(a) Additional Overtime

If a request that an employee work additional overtime is made when the employee is at work, the additional time worked outside of the employee's regular scheduled hours of work shall be considered as overtime. If the request is made at a time when the employee is not at work, the time worked shall be considered as a Call Back.

(b) Call Back to Work

An employee called back to work shall receive a minimum of four hours at overtime rates.

(c) Temporary Employees

A temporary status employee hired on an “as required” basis shall not be considered called back to work unless she has already worked on the same day.

(d) Transportation Difficulties

In circumstances where an employee called back to work encounters transportation difficulties, the College shall, at her request, reimburse her for taxi transportation covering the return trip to her place of residence.

15.05 OVERTIME BREAKS

All employees who are officially requested to remain at work for a period of three (3) hours or more beyond their approved work day, shall receive a one-half hour paid break at the applicable overtime rate. The break may be taken before, during, or after the overtime period. An employee may also choose not to take a break, in which case any break due to the employee which is not taken shall be compensated for at the applicable overtime rate.

15.06 SHARING OF OVERTIME

There shall be no discrimination within individual departments in the allocation or sharing of overtime.

15.07 OVERTIME MINIMUM

Officially requested overtime shall be paid for in one-quarter hour segments with a daily minimum payable of one hour for the first hour or portion of an hour worked.

15.08 OVERTIME INFORMATION

The College shall forward to the Union a list of employees’ names and identification numbers, with the monthly and year-to-date overtime hours worked, by February 15th of each calendar year.

ARTICLE 16 - HOLIDAYS

16.01 PAID HOLIDAYS

(a) Standard Paid Holidays

The College shall grant as paid holidays:

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

(b) Other Paid Holidays

Any other day declared a holiday by the Federal, Provincial or Municipal Government in which municipality the employee regularly works and wherein the subject municipality has granted the same paid holiday to their own employees, except for days declared which have already been granted on another day pursuant to this Article.

(c) Additional Paid Holidays

In addition to the paid holidays specified herein, there shall be one (1) additional day of holiday granted by the College in each calendar year. The College reserves the right to schedule this holiday and written notice of the specific date will be given to the Union two (2) calendar weeks in advance. All employees must take the holiday on the date so specified.

16.02 HOLIDAYS FALLING ON A SATURDAY OR SUNDAY

(a) Saturday or Sunday

When any paid holiday (as per section 16.01) falls on a Saturday, the following Monday shall be observed. When any paid holiday falls on a Sunday, the following Monday (or Tuesday, where the preceding section already applies to the Monday) shall be observed.

(b) Other Than Saturday or Sunday

Subject to subsection 16.02(c), when a paid holiday falls on an employee's day of rest other than on a Saturday or Sunday, the employee shall be given a day off with pay in lieu at a mutually agreeable time.

(c) Modified Work Week

If the day of rest on which the paid holiday falls is such by reason of an employee working a modified work week, the employee shall be given seven hours off with pay in lieu at a mutually agreeable time.

(d) Facility Closed

If the paid holiday falls on a Saturday or Sunday and the following Monday (or Tuesday) is observed as per 16.02(a) and the College facility is closed, an employee who is regularly scheduled to work on the Saturday or Sunday may instead take a day off without pay or as a charge to earned time off or vacation time.

16.03 EMPLOYEES REQUIRED TO WORK ON A PAID HOLIDAY

An employee who works on a paid holiday shall be compensated as per Article 15.03(e).

16.04 HOLIDAY COINCIDING WITH A DAY OF VACATION

When a day of paid holiday falls during an employees' vacation time, the paid holiday shall not count as a day of vacation, nor as a day worked.

16.05 PAYMENT FOR HOLIDAYS

(a) Regular Employees

Regular employees shall not have their pay reduced by virtue of holidays specified in Article 16.01.

(b) Other Employees

Other employees, if they have worked their scheduled work days before and after a paid holiday, shall receive holiday pay based on their average daily hours in the time report period that the paid holiday falls within.

(c) Modified Work Week

A paid holiday is equivalent to a maximum of seven (7) hours. Therefore, employees working modified work weeks shall be required to make up any time difference between the holiday and their modified work day when the latter is in excess of seven hours. Such time must be made up in one of the following time report periods:

- that preceding the holiday;
- that the holiday falls in;
- that following the holiday.

(d) Lieu Days

Payment for unused lieu days shall be made prior to an RPT employee's bridge period.

(e) Paid Holiday and Lieu Day

If a paid holiday falls on a day which a regular part time employee would not otherwise have worked, she shall be entitled to a lieu duration equal to the average of her scheduled weekly hours (e.g., weekly hours divided by the number of scheduled working days).

16.06 OTHER DAYS

(a) Not Paid Holidays

The following days or times therein are not paid holidays:

- (i) afternoon on the last working day prior to Christmas;
- (ii) afternoon on the last working day prior to New Year's Day;
- (iii) Easter Sunday.

(b) Facility Closed

Subject to operational requirements, the College will be closed at times listed in 16.06(a).

(c) Payment

An employee shall be paid for the times listed in 16.06(a) that which she would otherwise have received had it not been for this provision.

(d) Request to Work

If an employee is officially requested to work during the times listed in 16.06(a), she shall be paid as if it were work on a paid holiday, in accordance with Article 15.03(e).

ARTICLE 17 - ANNUAL VACATION

17.01 CALENDAR YEAR

For the purpose of computing vacation entitlement “calendar year” means the twelve (12) month period from January 1st to December 31st, inclusive.

17.02 VACATION ENTITLEMENT

(a) Appointments Less Than Four Months

Employees with an appointment duration of less than four (4) months shall earn and be paid vacation pay on the basis of 6% of gross earnings.

(b) Vacation Entitlement

The basic vacation entitlement (expressed for Full Time status) is:

	Days per month:	Days per annum:
Initial incomplete & first four complete calendar years	1.25	15
5th through 8th	1.667	20
9th	2.083	25
10th	2.167	26
11th	2.25	27
12th	2.333	28
13th	2.417	29
14th & subsequent	2.5	30

(c) Incomplete Calendar Year

For the purposes of 17.02(b), an incomplete calendar year which commenced on July 1st or earlier shall be considered a complete calendar year.

(d) Temporary Employees

Temporary employees shall be paid their vacation entitlement at an equivalent percentage based on gross earnings.

(e) Regular Employees

Regular employees shall accumulate time and be granted such pursuant to Article 17.04.

17.03 MODIFIED WORK WEEK

Employees working on modified work weeks shall have their vacation entitlement converted to hours - one day's entitlement being equal to seven (7) hours.

17.04 GRANTING OF VACATION LEAVE

The employees in a department should settle a vacation schedule each year subject to the approval of the Administrative Head.

17.05 SPLIT VACATIONS

Where an employee wishes to split her vacation, her second choice of vacation time shall be made only after all other employees concerned have made their initial selection.

17.06 VACATION SUBSTITUTION

Where vacation substitution is required, the College shall attempt to give existing employees the opportunity to substitute in higher paying positions providing the employees have the necessary skills. The College will make reasonable effort to ensure the equitable distribution of substitution amongst employees.

17.07 APPROVED LEAVE OF ABSENCE WITH PAY DURING VACATION

(a) Leave With Pay

When an employee is qualified for leave with pay in accordance with Article 20 during her vacation period, there shall be no deduction from the vacation credits for such leave. The period of vacation so displaced shall be taken at a mutually agreeable time.

(b) Illness or Accident During Vacation

In the event of serious illness or accident occurring during an employee's vacation, the period of vacation time displaced shall be taken at a mutually agreeable time.

17.08 VACATION CARRY-OVER

(a) Two Weeks Annual Vacation

Employees, other than Bridge employees, are required to take a minimum of two weeks annual vacation each year.

(b) Vacation Bank

Employees may bank any vacation in excess of the minimum vacation up to a maximum of eight weeks.

(c) Excess Vacation Bank

Employees who have banked the maximum allowable vacation are required to take the excess prior to the end of each calendar year.

(d) Bridge Period Employees

Employees with a bridge period shall have the option of receiving their full earned vacation entitlement as a cash payout at their current rate of pay. Employees who exercise this option shall receive vacation payout two weeks prior to the commencement of their bridge period.

17.09 PAY CHEQUES

(a) Request for Cheques Prior to Vacation

An employee shall, upon request in the form of two (2) calendar weeks notice prior to the pay day preceding the commencement date of vacation, receive, on the last working day preceding commencement of her vacation, any cheques which would normally fall due during the period of her vacation.

(b) Time Reports During Vacation

Employees must submit approved time reports covering their vacation leave period prior to receiving any cheques.

17.10 PRO-RATA ENTITLEMENT

Vacation entitlement, granting, accumulation, and carry over shall for all employees working less than thirty-five (35) hours per week or less than twelve (12) months per year, be based on a pro-rata amount relative to the full time entitlements herein listed.

17.11 CALL BACK FROM VACATION

An employee who is called back from vacation will receive compensation at the rate of double time for all hours worked in the vacation period. The displaced vacation will be rescheduled.

ARTICLE 18 - SICK LEAVE

18.01 SICK LEAVE ENTITLEMENT

(a) Sick Leave With Pay

Employees shall be granted sick leave with pay for a maximum of thirty (30) continuous calendar days.

(b) Proof of Illness

The College may require proof of illness. In such case, where the College, acting in good faith, challenges the validity of the proof of illness submitted by an employee, the College shall have the right to request that the employee secure another medical opinion from a medical doctor selected by mutual agreement between the College and the Union. The College shall bear all costs to the obtaining of any medical proof of illness pursuant to this Clause 18.01(b).

(c) Pregnant Employee

A pregnant employee, who is not already on parental leave, shall have access to sick leave for periods of incapacity caused by her pregnancy. The College may require proof of such incapacity. As in above, all costs pertaining to the proof of illness shall be borne by the College.

18.02 LONG TERM ILLNESS

(a) Sick Leave And Short Term Disability - Effective November 1, 1994

Should a single illness exceed thirty (30) calendar days in duration, the employee will suffer no loss of pay for the first thirty (30) day period as recognized in Article 18.01. After the thirty (30) days of a single continuous illness, the short term disability shall apply. Employees on short term disability will receive 66.7% of the employee's regular monthly salary up to \$2,500 per month plus 50% of monthly salary above \$2,500 for a period up to eleven (11) months. The College will pay the premium costs of the short term disability plan. After twelve (12) months of a single continuous illness, benefits of the Long Term Disability Plan in Article 28 of this Agreement shall apply, in accordance with the terms of that Plan.

(b) Interim Financial Assistance

An employee may request interim financial assistance to cover that period between her last regular cheque and her expected Long Term Disability cheque. Requests are to be made to her Administrator.

(Administrative Reference Memo #1106 as of the date of signing provides the base entitlement).

18.03 RETURN TO WORK FROM LTD

- (a) Employees who are on sick leave, short term disability or long term disability will have the right to return to their position for a period of up to three (3) years from onset of disability, unless there is a definite, physician-supported prognosis of a return to work within 90 calendar days following the date of expiry of the three (3) year period, in which case the three (3) year period will be extended to accommodate the return to work of the employee.
- (b) If the employee is determined to be medically fit to return to work at a later date, the employee has the rights set out in Article 12.04 (ii)(2) and (3). The College and the Union will make every reasonable effort to accommodate the employee in seeking a new position within the College.
- (c) In the event that a placement is not available within 30 days from the return to work date, or the employee does not wish to accept the placement(s) offered, the employee will be placed on the Layoff List for a period of twelve (12) months, during which the employee will have Priority 1 rights to any vacancies that may arise. In the event that an employee is not placed in a regular position within the 12 month period, she would be entitled to severance pay as outlined in 12.09.
- (d) If the employee is able to return to work within the time frame set out in (a) above, where the position the employee occupied is eliminated, the employee shall exercise her rights outlined in Article 12.04.
- (e) This Article does not apply to employees who are on LTD as of September 1, 1998. Those employees retain all the rights set out in the Collective Agreement in force on March 31, 1998.

18.04 LONG TERM REPLACEMENTS

(a) Regular Status Replacement

Where it is necessary to hire a Regular status replacement in a position normally held by another employee who is either on Long Term Disability or who has been sick in excess of thirty (30) continuous calendar days, and where the sick employee returns to her position within the time frame specified in Article 18.03(a), the following shall apply to the replacement employee:

- (i) she shall be given three (3) months notice of the termination of her employment;
- (ii) on termination, she shall have a priority right to the first vacant position or hire for which she has the necessary qualifications and abilities. If the placement herein arising is not permanent, this right shall continue to exist until permanency is achieved. It is expressly understood this provision overrides Article 25, and that an employee shall be paid at the rate of the position.

18.05 REDUCED HOURS, PHASED-IN, RETURN TO WORK

(a) Return to Work

Employees returning to work following leaves of absence due to a Workers' Compensation claim or a short- or long-term disability, and whose personal medical doctor(s) recommend(s) that for a period of time they work less daily and/or weekly hours of work than they did prior to such absence, may return to work on a reduced hours, phased-in, basis, subject to the mutual agreement in each case between the College and the Union.

(b) Return to Position

An employee returning to work on a reduced hours, phased-in, basis pursuant to Clause 18.05(a) above shall normally return to the job and work location she held immediately prior to the applicable absence, however; the employee may be placed in another position within the bargaining unit and by mutual agreement between the College and the Union.

(c) Rights, Obligations and Entitlements

An employee returning to work on a reduced hours, phased-in, basis pursuant to Clause(s) 18.05(a) and/or (b) above shall continue to be kept "whole" under the Collective Agreement with respect to all the rights, obligations, entitlements and benefits he or she enjoyed immediately prior to the applicable leave of absence (including any changes thereto which come into force and effect during the employee's absence), save and except that the employee shall have reduced hours of work and a salary which is reduced accordingly. Benefits which are derivative of salary (e.g. sick leave and vacation), will be prorated in accordance with the reduced salary rate. Without limiting the generality of the foregoing, it is understood and agreed that such employee shall continue to have the same entitlement to all benefit plans coverage and benefits under the Collective Agreement which applied to the employee immediately prior to the applicable

leave of absence, including any changes thereto which come into force and effect during the employee's absence.

(d) Payments from Workers' Compensation

An employee returning to work on a reduced hours, phased-in, basis pursuant to Clause 18.05 shall continue to be entitled to applicable payments from Workers' Compensation or short- or long-term disability. Where the external funding body continues to pay the full disability benefit during the phased-in return, the College will have no obligation to supplement this payment.

ARTICLE 19 - CAREER DEVELOPMENT**19.01 PURPOSE**

The welfare of the College, the job related competence of employees, and the opportunity to prepare for more responsible jobs that now exist or will exist in the foreseeable future are among the prime considerations in exercising the provisions of this Article.

The provisions of this Article are intended to encourage and assist employees in maintaining and improving skills or to assist in preparing them for foreseeable jobs within the College.

(a) Dispersal of Funds

The Staff Career Development Committee will make recommendations to the College on the dispersal of staff career development funds, made available by the College in the amount of not less than ten thousand (\$10,000) dollars annually. The Committee will be comprised of five employees appointed by the Union. The Chairperson of this Committee will receive 175 hours of release time in each calendar year, funding for such shall be over and above the funds allocated to staff career development.

(b) Carry Forward

In the event that the sum allocated for the aforementioned career development in any year is not fully utilized in the intended year, the unutilized amount shall carry forward as funding available for Staff Career Development in subsequent years, in addition to that amount referenced in 19.01(a).

19.02 TRAINING LEAVE - EMPLOYER REQUIRED

When the College requires an employee to take refresher courses or to further her job related training, the College shall grant a leave of absence with pay to the employee. Further, the College shall bear the full cost of the courses or training, including tuition, entrance or registration fees, laboratory fees and required books. The College shall also reimburse the employee for such travelling, subsistence and other related expenses as are previously approved by the College. The employee shall not be required to make up any time missed from work because of her participation in the required courses or training.

19.03 TRAINING LEAVE - EMPLOYEE REQUESTED**(a) Request for Career Development**

When an employee requests a leave of absence with pay for career development, the following shall apply:

- (i) Requests for training leave must be made to the Manager of Human Resources and must be accompanied by an outline of the purpose of the leave, a statement of the training activity to be engaged in by the employee while on leave, and an assessment of the request against the purpose of Article 19.01.
- (ii) Requests for training leave may be submitted at any time. However, requests for leave of greater than four (4) months duration will be considered once a year and the deadline for this is April 1 of each year. By the following May 30th, the College shall advise employees as to the disposition of their leave request.
- (iii) Requests for leaves of four (4) months or less will be considered as they are received and every effort will be made to inform the employee as to the disposition of her request within thirty (30) days of its receipt.

(b) Eligibility

Any employee may request training leave of four (4) months or less; only regular employees with a minimum of 9,100 hours of seniority may apply for training leave of greater than four (4) months. Normally, an employee shall not be eligible for a further leave in excess of four (4) months until 7,280 hours of seniority have occurred from the completion of the previous such leave.

(c) Pay During Leave

Employees whose request for training leave is approved, will be paid at the rate of 60% of salary and benefits, pro-rata where applicable.

(d) Accrual of Seniority During Leave

Seniority shall continue to accrue during all leaves granted pursuant to this Article.

(e) Discretion of College

At the College's discretion, an employee's request for training leave may be granted pursuant to 19.02.

(f) Prohibition

The presence of this article is not to prohibit requests for leaves of absence without pay for educational purposes being made under Article 20.06.

19.04 LIMITATION

The College may impose reasonable limitations upon the number and nature of such training sessions that individual employees may participate in.

19.05 DEFERRED SALARY LEAVE

The objective of a Deferred Salary Leave Program (DLSP) is to provide employees with an opportunity to self-finance a planned period of absence for any reason, such as continuation of educational studies, travel or other interests.

(a) Applying for Deferred Salary Leave

An employee desiring such leave shall make a written application to the College at least two (2) months prior to entry to the Plan. The minimum Leave Period will be six (6) consecutive full calendar months and the maximum will not exceed twelve (12) consecutive full calendar months. The leave should commence immediately following the end of the Deferral Period.

(b) Approval of Deferred Salary Leave

Approval of Deferred Salary Leave shall not be unreasonably withheld. In the event that such leave is not granted, the reasons shall be given to the employee in writing.

(c) Funding for Deferred Salary Leave

Funding for the Leave of Absence shall be in accordance with Revenue Canada Regulations.

(d) Period for Salary Deferral

The maximum period for salary deferral is six (6) years. During this period, the maximum percentage of salary deferred shall not exceed the following:

- one year - 33 1/3%
- two years - 33 1/3%
- three years - 33 1/3%
- four years - 25%
- five years - 20%
- six years - 16 2/3%

Once per year, the participants may upon one (1) month's written notice to the College, alter their percentage amounts for the next or any subsequent year.

(e) College Obligation

The College shall remit to the financial institution those sums specified by the employee and governed by the Plan. All investments shall be deposited only in an institution covered by the Canada Deposit Insurance Corporation (CDIC). The College and the Union shall not be liable to any participant for investment made under this clause.

(f) Administrative Expenses

Administrative expenses of the Plan will be paid out of the Plan itself.

(g) Regulations

Revenue Canada Regulations regarding payment of deferred funds must be followed. The program will comply with Federal Income Tax Regulations.

(h) Taking the Leave of Absence

The taking of the Leave of Absence shall be governed by the following provisions:

- (i) The participants in the Plan shall give the College a minimum of six (6) months notice prior to taking of such leave.
- (ii) Participants must take the deferred leave after a maximum of six (6) years within the Plan or after the salary deductions have totalled 100%, whichever occurs first. Employees may, no later than six (6) months prior to this date, request a postponement of the commencement of their leave. This postponement shall not exceed more than twelve (12) months.
- (iii) On return from deferred leave, the employee will be returned to the same department and position as at the point of taking leave and with the applicable salary and benefits. Federal Income Tax Regulations require that employees return to

work for a period equal to the duration of the leave; therefore, Deferred Salary Leave cannot serve as an early retirement benefit.

(i) Health and Welfare Benefits

The Health and Welfare benefits will be as follows:

- (i) The participant shall bear the full cost of the Health and Welfare benefits.
- (ii) Vacation credits do not accumulate during the period of such leave.
- (iii) The College will make superannuation deductions required by the *Pension (College) Act*.

19.06 APPRENTICESHIP

The College agrees that when it fills a position, in accordance with Article 25, which might become part of an apprenticeship program, the posting for the position will indicate that possibility. All terms and conditions of the Collective Agreement shall apply to the position and incumbent unless otherwise expressly agreed by the Parties.

ARTICLE 20 - SPECIAL AND OTHER LEAVE

20.01 BEREAVEMENT LEAVE

(a) Immediate Family

In the case of bereavement in the immediate family, an employee not on leave of absence without pay shall be entitled to special leave at her regular rate of pay, from the date of death to and including the day of the funeral with, if necessary, an allowance for immediate return travelling time. Such leave shall normally not exceed five (5) working days. Any additional leave shall be without pay, or as a charge to earned time off or vacation time.

(b) Definition of Immediate Family

Immediate family is defined as an employee's spouse, a parent, child, brother, sister, grandparent or grandchild of either the employee or the employee's spouse; or any other person permanently residing in the employee's household. Should the deceased have been an intimate, in the sense of a close personal relationship, such leave shall be requested in writing to the Manager of Human Resources. The word "spouse" shall be deemed to include a common law spouse.

(c) Employee to Advise College

In the event the sudden bereavement prevents the application for leave to be made in writing, the employee shall make every effort to personally advise the College, or shall have the College advised, of the reasons for such emergency absence.

(d) Bereavement Leave During Vacation

If an employee is on vacation at the time of bereavement, the employee shall be granted bereavement leave and shall have the number of days of bereavement leave added to her vacation entitlement.

***20.02 SPECIAL LEAVE WITH PAY**

Any employee shall be entitled to special leave at her regular rate of pay for the following:

(a) Citizenship

Attend her formal hearing to become a Canadian citizen - one day.

(b) Mourning

Upon request to the Manager of Human Resources, reasonable leave to attend a funeral as a mourner.

(c) Family Responsibility

Upon request to the Manager, Human Resources, an employee may take up to 4 days per year to meet responsibilities related to the care, health or education of her family.

An employee on leave of absence without pay shall not be entitled to these leaves and an employee on vacation shall not be entitled to (b) Mourning or (c) Family Responsibility leaves.

20.03 PUBLIC DUTIES

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

(a) Seeking Election (Provincial or Federal)

The period of the Writ, for employees to seek election in a Provincial or Federal election.

(b) Seeking Election (Municipal)

A maximum of fifteen (15) days for employees to seek election in a Municipal election.

(c) Upon Election

If elected, the employee shall be granted leave of absence without pay for her term in office up to a maximum of six (6) years for election under 20.03(a) above, and up to a maximum of three (3) years for election under 20.03(b) above. Beyond the maximum term of leave herein, the employee shall be deemed to have terminated her employment with the College.

(d) Maintenance of Seniority

An employee granted leave under this Article 20.03 shall maintain seniority in the bargaining unit, but shall have no right to displace employees upon return. However, such an employee shall within the limits of the period of time allowed by this article, have the right to apply for vacant positions within her qualifications. In the event of a vacancy in a position which appears to be within the qualifications, skills and abilities of an employee returning from public duty leave,

such vacant position need not be posted until a decision with respect to the suitability of the employee is reached.

20.04 LEAVE FOR COURT APPEARANCES

(a) Jury Selection/Jury Duty

The College shall grant leave with pay to employees who must attend jury selection or serve as jurors or Crown witnesses in a court action.

(b) Court Appearance

In cases where an employee's private affairs (other than those specified in Section 20.02) have occasioned a court appearance, a leave of absence without pay shall be granted for a period of time reasonably required by such court appearance.

(c) Pay

An employee in receipt of her regular earnings while serving at court shall remit to the College all monies paid to her by the Court, except travelling and meal allowances not reimbursed by the College.

(d) Jailed Pending Appearance

In the event an employee is jailed pending a court appearance, such leave of absence shall be without pay.

20.05 ELECTIONS

Any employee eligible to vote in a Federal, Provincial or Municipal election or a referendum shall have four (4) consecutive hours during the hours in which the polls are open, in which to cast her ballot. The College shall designate the time of day in which the four (4) hours may be taken.

20.06 LEAVE OF ABSENCE WITHOUT PAY

(a) Requesting

Employees may request leave of absence without pay. Such request for leave shall be in writing to the Manager of Human Resources, who shall review the request and make every reasonable effort to obtain College approval.

(b) Emergency Absence

In the event of a personal emergency, such as sudden notification of a serious family illness, which prevents the application for leave to be made in writing, the employee shall make every effort to personally advise the College, or shall have the College advised, of the reasons for an emergency absence, which the employee wishes to have treated as such leave.

20.07 PERSONAL LEAVE WITH PAY

Employees may request Personal Leave with Pay in circumstances where existing entitlements as set out in this Agreement prove insufficient. Such requests for leave shall be in writing stating the reason for the request to the Manager of Human Resources.

20.08 COMMUNITY EMERGENCY

If an employee is called upon by the Municipality or the Provincial Government to aid the community served by the College in some disaster, the College agrees to retain the employee on the College payroll and agrees to reimburse the employee for the difference between any amount received for such service and her normal working day's pay. If an employee is on vacation leave or earned time off at the time of summons for such effort, the number of days so displaced shall be taken at a mutually agreeable time.

20.09 TERMINATION OF LEAVE

At the termination of a leave, an employee shall recommence performing the functions and duties she performed prior to the leave as evidenced by her Personnel Hiring Form.

ARTICLE 21 - PARENTAL LEAVE

21.01 APPLICATION

All provisions of this Article apply equally to male and female employees.

21.02 MATERNITY AND/OR ADOPTION LEAVE

(a) Prior to the Date of Birth

- (i) An employee will be granted unpaid leave of absence for maternity or adoption reasons. Any absence granted under this policy will not exceed thirty (30) continuous weeks, except as provided under Article 21.02(b)(i). Thirty (30) days prior to commencement of the leave of absence, the employee will notify her Administrative Head of the number of weeks of leave she will be taking.
- (ii) Leave will begin at any time chosen by the employee during the six (6) week period immediately preceding the expected delivery date or date of adoption. Unless medical reasons make it impractical, employees qualifying for unpaid leave of absence shall provide notice as specified in Article 21.02(a)(i).

(b) On the Date of the Birth or Adoption

- (i) An employee not exercising any other entitlement under this Article shall be granted a two (2) day leave with pay on, or immediately prior to, or after the date of birth or adoption of her child.
- (ii) An extension of up to twenty-two (22) weeks beyond the leave pursuant to 21.02(a)(i) shall be granted upon written application to the employee's Administrative Head. Any further extensions beyond the total leave of fifty-two (52) weeks will be at the sole discretion of the College. There will be no annual vacation accrual during the extension period unless provided for elsewhere under the Collective Agreement.

21.03 PATERNITY LEAVE

An employee shall be granted an unpaid leave of absence for a continuous period not exceeding thirty (30) weeks, provided such leave is commenced within one (1) year following the birth or adoption of a child.

(a) Notice

An employee will give the College as much notice as possible of the date on which the employee wishes to begin the leave of absence, but in no instance less than thirty (30) calendar days notice.

(b) Return to Employment

An employee desiring to return to regular employment following paternity leave shall notify the College at least thirty (30) days prior to the desired date of return, or thirty (30) days prior to the expiry date of the paternity leave.

21.04 CESSATION OF EMPLOYMENT OR RETURN TO WORK

(a) Cessation of Parental Leave

Parental leave shall cease when the employee:

- (i) resigns during the period of leave;
- (ii) elects not to return to her position at expiry of the leave, or fails to do so within the prescribed time limit.

(b) Return to Employment

Employees wishing to return to regular employment following maternity or adoption leave shall notify their Administrative Head in writing at least thirty (30) calendar days prior to the desired date of return.

21.05 POST MATERNITY OR ADOPTION JOB POSTING RIGHTS

(a) Job Postings/Competitions

The right to receive job postings will be in effect for twelve (12) months from the date the employee ceases work. Seniority will be calculated as at the date she ceases work. The employee must be available to return to work within fourteen (14) days of notification of being the successful applicant in a job competition; otherwise the Administrative Head will consider her to have withdrawn from the competition.

(b) Continuation of Status

An employee on maternity leave or adoption leave who terminates by not returning to work, shall have the right to apply for job postings providing she maintains her status as a member in good standing of the Union.

(c) Qualification

In order to qualify for the right to apply for job postings, the employee must advise the College of her resignation not later than twelve (12) weeks from the commencement of the leave of absence. The College may then proceed to fill the resultant job vacancy on a permanent basis.

21.06 BENEFIT COVERAGE

If an employee maintains coverage for medical, extended health, dental and group life insurance while on parental leave, the College agrees to continue to pay its share of premiums.

21.07 VACANCY CREATED BY GRANTING OF PARENTAL, MATERNITY OR ADOPTION LEAVE

(a) Filling a Vacancy

The College may fill the vacancy created by the granting of parental, maternity or adoption leave in accordance with Article 25. The employee selected to fill the vacancy shall continue to do so until the employee on parental, maternity or adoption leave has:

- (i) at the expiration of her leave, returned to her position;
- (ii) resigned, or advised the College of her election not to return to the position at the expiration of her parental leave, and the College has refilled the position.

(b) Extension

Where an extension is granted under Article 21.02(b)(ii), the corresponding extension of an appointment pursuant to Article 21.07 need not be posted.

21.08 APPLICATION OF SICK LEAVE

Sick leave does not apply during parental leave.

21.09 TEMPORARY EMPLOYEES

A temporary employee who refuses an offer of employment because of maternity or adoption reasons shall not lose her status as a previous incumbent for the position. If the temporary position is to be extended when the employee wishes to return to employment, she shall have first right to the appointment. (Also 12.14(e) and 25.09).

ARTICLE 22 - SAFETY AND HEALTH

22.01 CONDITIONS

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

22.02 SAFETY AND HEALTH COMMITTEE

(a) Definition of Committee

The Union and the College agree to maintain a College Safety and Health Committee comprised of two (2) representatives from each party. The Faculty Association may be invited to appoint two (2) members. The Committee shall make recommendations to the President on unsafe, hazardous and dangerous conditions with the aim of preventing and reducing risk of occupational injury and illness. A copy of all minutes of the Safety and Health Committee shall be sent to the Union and the College.

(b) Compensation

Any employee who serves on the Safety and Health Committee shall receive her regular straight time rate of pay for:

- (i) attending meetings of the Committee;
- (ii) investigating safety matters at the direction of the Committee and with the approval of the President.

(c) Unsafe Conditions

Any employee may make a written or verbal representation concerning unsafe working conditions to the Safety and Health Committee.

22.03 UNSAFE AREAS

No employee shall be required to work in an unsafe area.

22.04 RECOMMENDATIONS

The Union and the College agree that recommendations of the Safety and Health Committee where they are in accord with statutory requirements, shall be acted upon as soon as possible.

22.05 INDUSTRIAL FIRST AID REQUIREMENTS

The Union and the College agree that First Aid Regulations made pursuant to the *Workers' Compensation Act* shall be fully complied with. Where the College requires that an employee obtain, renew or upgrade her Industrial First Aid Certificate, any fees, tuition or costs of course materials and books shall be borne by the College.

22.06 INDUSTRIAL FIRST AID CERTIFICATE PREMIUMS

(a) Premium

A monthly premium shall be paid to employees required to hold a certificate under this Article.

(b) Compensation

The amount of the premium shall not be less than:

Industrial First Aid Certificate, Grade
"C" - \$50.00 per month.
"B" - \$60.00 per month.
"A" - \$70.00 per month.

22.07 TRANSPORTATION FOR EMPLOYEES REQUIRING MEDICAL CARE

Transportation from their place of work to the nearest physician or hospital for employees requiring urgent medical attention shall be at the expense of the College, unless covered by the insurance plans.

22.08 SHUTDOWNS

If any work is temporarily shut down or modified as a result of:

(a) Health and Safety

a complaint by an employee about health and safety;

(b) Refusal to Work

a refusal to work in accordance with this Article or any applicable legislation;

(c) Order of Inspector

an order of a government inspector;

every affected employee shall be kept “whole” by the College with respect to all pay, seniority, benefits and any other rights or entitlements which have accrued to the employee under this Agreement had there not been any shutdown or modification. Affected employees may be assigned temporarily to other jobs within the bargaining unit, as long as they possess the knowledge, skills and ability for the other job.

22.09

HEALTH AND SAFETY TRAINING

The College shall provide occupational health and safety training and education to every employee sufficient to enable each employee to work with maximum capability with respect to health and safety in her workplace at the College.

ARTICLE 23 - WORK CLOTHING

23.01 SUPPLY OF WORK CLOTHING

When an employee is required by the College to wear specific clothing or safety footwear other than that found in her personal wardrobe, the College shall provide the designated clothing and safety footwear at no cost to the employee.

23.02 PROTECTIVE CLOTHING

The College shall provide protective clothing for any job which requires it at no cost to the employee.

23.03 MAINTENANCE OF WORK CLOTHING

It shall be the College's responsibility that clothing issued under sections 23.01 and 23.02 of this document, is maintained, cleaned and repaired and replaced as necessary, at no cost to the employees.

ARTICLE 24 - TECHNOLOGICAL CHANGE

24.01 DEFINITION

“Technological Change” shall mean:

(a) Definition

the introduction by the College of a change in its work, undertaking, or business, or a change in its equipment or material from the equipment previously used by the College in its work, undertaking or business, or

(b) Introduction of Equipment

a change in the manner, method or processes in which the College carries on its work, undertaking, or business related to the introduction of that equipment or material.

24.02 CONSEQUENCES

(a) Introduction of Change

Where the College introduces or intends to introduce a technological change as defined in 24.01, which:

- (i) affects the terms and conditions or security of employment of one or more employees to whom the Collective Agreement applies, or
- (ii) alters significantly the basis upon which the Collective Agreement was negotiated,

the College shall provide the Union and affected employee(s), in writing, a minimum of thirty (30) days notice of such and at the time notice is provided, or as soon as possible thereafter, with the reasons in writing for the introduction of technological change and with as much information related to the technological change as possible.

(b) Training

The College agrees that, prior to implementing technological change, it will make reasonable training in the new technology available to affected employees. Employees participating in such training outside of their normal working hours will be compensated for that time at their regular rate of remuneration, or at the discretion of their Administrator, will receive compensatory time off.

(c) Failure to Complete Training

Where such training has been made available, failure to participate in, or successfully complete, the training will not prevent or delay the introduction of the technological change.

(d) Election Not to be Retrained

Where an employee elects not to be retrained or does not successfully complete the retraining, the provisions of Article 24.06(a), 24.06(b), 24.06(c), 24.06(d) will apply.

24.03 DISCUSSION

Where the College has notified the Union of the intended technological change, the parties undertake to meet within the next thirty (30) days to discuss potential problems and attempt to reach agreement which will minimize the impact of such technological change on employees affected thereby.

24.04 RESULTING AGREEMENTS

Agreements reached during discussions between the parties shall be set out in a memorandum of agreement which shall have the same force and effect as the provisions of this Collective Agreement.

24.05 DISPUTE RESOLUTION

In the event that the introduction of technological change as defined in 24.01 creates a dispute between the College and the Union, either party may refer the matter to an arbitrator pursuant to Article 8 of this Agreement, bypassing all other steps in the grievance procedure.

The arbitrator shall decide whether or not the College has introduced or intends to introduce technological change and, upon deciding that the College has or intends to introduce a technological change, the arbitrator shall:

(a) Findings

inform the Minister of Labour of her findings; and

(b) Action

may then or later make any one or more of the following orders:

- (i) that the change be made in accordance with the terms of the Collective Agreement unless the change alters significantly the basis upon which the Collective Agreement was negotiated;

- (ii) that the College will not proceed with the technological change for such period, not exceeding ninety (90) days, as the arbitrator considers appropriate;
- (iii) that the College reinstate any employee displaced by reason of technological change;
- (iv) that the College pay to the employee such compensation in respect to the employee's displacement as the arbitrator considers reasonable;
- (v) that the matter be referred to the Labour Relations Board.

24.06 NON DISPUTE

Where the Union does not dispute the introduction of technological change pursuant to Article 24.05, an employee who has received notice (per 24.02) must, prior to the expiry of ninety (90) days from receipt of that notice, elect one of the options available to her as listed below and according to Article 12.04:

- (a) **Bumping**
bumping,
- (b) **Vacancy**
a job vacancy or retraining for a job vacancy, or
- (c) **Pay**
severance pay,
- (d) **Vacancy per 12.08**
a job vacancy as per 12.08.

ARTICLE 25 - APPOINTMENTS

25.01 DEFINITION

A job opening occurs when there is a vacant position or anticipated vacant position to which the College currently intends to appoint an individual or any other opening for appointment.

25.02 JOB POSTINGS

(a) Posting

All job openings of one month or more not filled through the previous incumbency process shall be posted on the College's bulletin boards.

(b) Contents of Posting

All job postings shall contain applicable class specification information and criteria including:

- job title
- nature of position
- required qualifications
- required knowledge and skills
- salary range
- work day and work week.

(c) Advertisements

Advertisements shall indicate that the position is open to both female and male applicants, and that Union membership in the OPEIU shall be a condition of employment. If the bargaining unit status of the position has not been determined, the advertisement shall indicate that the position is open to both female and male applicants, and that Union membership in the OPEIU may be a condition of employment.

(d) Union to Get Copy of Posting

The Union will be provided with a copy of new or reclassified job postings at least twenty-four (24) hours prior to the new or reclassified job being posted.

25.03**APPOINTMENT PROCEDURES****(a) Durations of up to One (1) Calendar Month Maximum**

While the method utilized by the College for staffing these needs shall be at its discretion, the College undertakes to refer, in a seniority sequence, former or current employees' names on the Recall List. It is clearly understood that insufficient lead time for an appointment of less than one (1) month will inhibit the College's ability to meet this undertaking. The College will advise the Union in writing of any renewals to one month hires. One month hires may be renewed twice, for a maximum duration of three (3) months, at which point, unless waived by agreement of the parties, the provisions of Articles 25.03(c) will apply to any further hire.

(b) Durations from One (1) Calendar Month to Three (3) Calendar Months Maximum

- (i) Where the class specifications and major work area of a job opening is one for which there has been a previous appointment, a previous incumbent shall have the first right to the appointment, except where there is an employee on a Layoff List pursuant to Article 12.06(k) in which case Article 25.03(d) shall govern.
- (ii) If no previous incumbent is available for the appointment, or if there was no previous incumbent, the job opening shall be posted in a limited manner and a copy of the posting shall be forwarded by mail to all names on the Recall List with over one hundred (100) hours of seniority. An onus shall rest with those on the Recall List to advise Human Resources, in writing prior to a given closing date, of their desire to be considered for the job opening.
- (iii) After the closing date, Human Resources shall refer the names of those on the Recall List who have declared their interest and the names of employee candidates to the recruiting area in seniority fashion. The names shall be referred in two listings:

first, the names by seniority of those who have work experience consistent with the type of employment available;

second, the names by seniority of all other candidates; these candidates will have work experience which is not consistent with the employment available.

(c) Duration of Greater than Three (3) Months

- (i) Where the class specification and major work area of a job opening is one for which there has been a previous appointment, a previous incumbent shall have the first right to the appointment unless the job opening is for a position created under Article 9.07, or where the job opening is of a temporary nature and where there is an employee on a Layoff List pursuant to Article 12.06(k) in which case Article 25.03(d) shall govern.
- (ii) Where no previous incumbent is available for the appointment, or if there was no previous incumbent, the job opening shall be posted and the College may simultaneously advertise the job opening. A copy of the posting shall be forwarded by mail to all names on the Recall list with over one hundred (100) hours of seniority. An onus shall rest with those on the Recall List to apply in writing if they wish to be considered for the appointment.

(d) Precedence of Layoff List

- (i) In circumstances where any Layoff has been activated pursuant to article 12.06(k), the following procedure shall supersede those staffing processes set out in 25.03(a), 25.03(b), and 25.03(c) as such relate to Temporary hires.
- (ii) Pursuant to 25.03(d)(i), all employees on all Layoff Lists (as defined in Article 32) shall have priority rights to Temporary hires subject to Article 25.07.

(e) Precedence of Permanently Laid Off Employees

Where an employee has been permanently laid off pursuant to Article 12.03(b), any right arising under that employee's election of the job vacancy/retraining option as set out in Article 12.08 shall be a priority right over all temporary and regular staffing procedures set out in Article 25.03(a), 25.03(b), 25.03(c) and 25.03(d).

(f) Rights of Unsuccessful Candidates

On request, the College shall give an unsuccessful candidate for any job the reasons why that employee's candidacy was not successful and the Union shall have the right to grieve the matter in accordance with clause 25.05 of this Agreement.

25.04 NOTIFICATION TO UNION

A designated Councillor, or her designate, shall be advised of the name of the successful candidate chosen pursuant to the competition procedure at the time of the candidate's acceptance of the College's offer. In addition, the Union shall receive a copy of all Personnel Hiring Forms. The Councillor, or designate, may use College facilities and equipment to advise the Union of the name of the successful candidate.

The Union will rotate the designation of Councillor, or designate, for this purpose such that no Councillor, or designate, performs this function in two consecutive terms.

25.05 RIGHT TO GRIEVE

Within five (5) working days of being notified by the Human Resources Department that she was an unsuccessful candidate for a posted job vacancy, under the procedure of 25.02, unless the job vacancy was filled by an employee pursuant to Articles 12 and 24, an employee may grieve the College's decision at Step 3 of the grievance procedure by forwarding such a grievance to the Human Resources Department.

25.06 INTERIM APPOINTMENTS

Any vacant position may be filled on an interim basis:

(a) Grievance

where a grievance has been filed under Article 25.05;

(b) Competition

while a competition to fill a job vacancy is in process.

25.07 APPOINTMENTS

(a) Required Knowledge, Skills and Abilities

Among those candidates who have the required knowledge, skills and abilities, the candidate with the most seniority shall be offered the appointment.

(b) Seniority

Notwithstanding 25.07(a), candidates with less than 375 hours of seniority shall be treated as if they had no seniority for the purpose of appointments to Regular positions.

(c) **Compensation**

If a successful internal applicant to a job posting is not placed in the new job within four weeks of the appointment, the employee will then be paid the rate of the new position, if greater.

(d) **Job Duties**

It is understood and agreed that any knowledge, skills and/or abilities which are established for any job must be related by the College, reasonably, fairly and consistently to the major job duties to be performed.

25.08 PROBATION

(a) **Current Employee**

A current employee appointed pursuant to Article 25.07 shall be on a probationary period of one (1) month. For an employee working part time, the probationary period shall be the equivalent of one full month, i.e. 152 hours. At the discretion of the College, the probationary period may be extended in one (1) calendar month periods for no longer than a total probationary period of three (3) months. If the employee finds the job unsatisfactory or is unable to meet the basic job requirements to the satisfaction of the College, the College shall either return her to her former position, or to one of an equal pay group.

(b) **Former Employee**

A former employee with seniority appointed pursuant to Article 25.07 shall be on the same probationary period set out in 25.08(a). However, if she is unable to meet the basic job requirements to the satisfaction of the College, her employment status shall be terminated.

(c) **Incomplete Initial Probation Period**

An individual appointed pursuant to Article 25.07, who has not completed an initial probation period of six months, shall serve a probationary period of six (6) months. If the employee is unable to meet the basic requirements to the satisfaction of the College, her employment status shall be terminated.

25.09 PREVIOUS INCUMBENCY

(a) Status

Arising out of the appointment procedures set out in 25.03, a previous incumbent shall not lose her status (of being a previous incumbent) by reason of her refusal to accept an employment offer of one month or less duration.

(b) Loss of Status

However any refusal by a previous incumbent of an employment offer of greater than one month shall result in her loss of previous incumbency status for the particular classification/area, unless reasonable grounds are given by the employee for such refusal (SEE ALSO 12.14(e) and 21.09).

ARTICLE 26 - CLASSIFICATION

It is the intent of the Parties that all positions be equitably and fairly evaluated.

26.01 CLASS SPECIFICATION

Every job in the bargaining unit shall be covered by a Class Specification. Such class specifications will conform with Appendix "B".

(a) Copy of Class Specification to Employee

Every employee shall receive a copy of her class specification.

(b) Copy of Class Specification to Union

The Union shall receive a copy of all class specifications with point and factor detail.

(c) Prior to Posting

Prior to posting of any position the College shall provide the Union with a copy of the class specification with point and factor detail.

(d) Overview of Duties

The class specifications shall contain an overview of the position and a list of the duties, responsibilities and qualifications an individual must possess in order to perform the work within the class specification.

(e) Shall Not Include

The class specification shall not include such phrases as "desired", "preferred qualifications", nor "all other duties as required", "assists with more advanced duties" or "to act as a deputy for more senior staff members". The phrase "performs duties related to the qualifications and requirements of the job" is permissible.

(f) Integrity to be Maintained

The integrity of the class specification plan shall be maintained. Towards this end, changes to the class specification shall not violate this Agreement, nor result in an unreasonable combination of functions or work requirements.

(g) College Not Bound

The creation of class specifications shall not bind the College to create and/or to fill the positions covered by such class specifications.

(h) Preparation

Class specifications shall be prepared by the College in consultation with the incumbent(s), wherever possible. Class specifications shall be issued for all positions with a duration of hire of three (3) months or more.

26.02 BENCHMARKS

Benchmarks will be established by mutual agreement of the parties during the life of the Collective Agreement.

26.03 CLASSIFICATION REVIEW

(a) Request

Request for a classification review may originate with the employee, the Union or the College. These requests must be in writing to the Human Resources Department with one copy to the Union.

(b) Duties Have Changed

A reclassification review of a job is appropriate only when the job duties or responsibilities have substantively changed because of changes in the work or when the College or Union feels the job has been incorrectly classified.

(c) Process

A Human Resources Department representative and Union representative shall review the request with the employee. The classification review procedure must include the following:

- (i) a review of the changes to the class specification submitted in the request;
- (ii) the establishment, if possible, of the date on which the change of job duties occurred;

26.04 TEMPORARY RECLASSIFICATION

Prior to the implementation of a temporary reclassification, the College shall consult with the Union. Unless agreed to by the Union, no temporary reclassification shall exceed a duration of four (4) calendar months.

26.05 NOTIFICATION**(a) Request by Employee**

Where a classification review is requested by an employee or the Union, the review shall be completed within sixty (60) calendar days. If the employee fails to provide information requested, which is necessary for completion of the review, within twenty (20) calendar days of receipt of the request, the review shall be deemed to be abandoned. The employee may refile her request.

(b) Results to Union

The results of the classification review of a new position will be communicated to the Union, in writing, no less than twenty-four (24) hours prior to its posting. The results of the classification review of an existing position will be communicated to the Union, in writing, not less than three (3) days before the public release of the information. Such results shall include the point and factor detail and any revisions to the class specification. If reclassification is not granted, the notification shall contain all reasons for the refusal.

26.06 RIGHT TO APPEAL**(a) Disagreement**

If, within twenty (20) calendar days of receipt of the results of the classification review, the employee or the Union advises the College, in writing, of its disagreement with the result, one College representative and one Union representative, with expertise in job evaluation, shall meet and attempt to resolve the disagreement.

(b) Failure to Resolve Dispute

If the parties are unable to resolve the disagreement, the Union may refer the disagreement to the Classification Adjudicator within thirty (30) calendar days of the failure to reach agreement, or the expiry of thirty (30) calendar days of the date of the meeting, whichever comes first.

(c) Classification Adjudicator

In the event the College does not render a decision within sixty (60) calendar days per Article 26.05 a), the Union may refer the classification review to the Classification Adjudicator.

26.07 SALARY ON RECLASSIFICATION

(a) Increase in Salary

An increase in salary resulting from a classification review shall be retroactive to the beginning of the pay period in which the date of change of job duties occurred, or, when no date can be established, retroactive to the beginning of the pay period in which the request for classification review was received by the Human Resources Department.

Retroactive payment shall be based on all hours worked, including overtime.

(b) Step Placement

On reclassification of an employee's position, the employee shall move to the same step in the new salary as she was in the former pay group.

(c) Increment, Seniority and Benefits

Reclassification will not affect an employee's increment date, seniority, or entitlement to fringe benefits.

(d) Decrease in Salary

A decrease in salary resulting from a classification review shall mean that an employee's salary will be maintained above the maximum of the salary range for her job until such maximum is raised to a level above her salary. Red circled salary treatment. Any employee whose salary is blue circled at the date of this agreement will remain blue circled under this provision.

26.08

ADJUDICATION

(a) Adjudicator

The Parties agree to select a Classification Adjudicator on a rotational basis, depending on availability, from the following list:

Heather Laing

John Kinsey

Stephen Kelleher

The adjudicator's responsibility is to resolve classification disputes arising from this Article through the application of the agreed upon classification plan. The adjudicator shall proceed as soon as practical to resolve classification appeals by investigating the dispute, consulting with the parties, and may include a hearing and on-the-job review by the adjudicator. The adjudicator's decision will be final and binding on the parties.

(b) Resolution

Where the Union has referred a matter to adjudication (the named Adjudicator) will resolve the disagreement as expeditiously as possible. Such resolution shall become the classification level for the disputed position and shall become a benchmark under this Article.

(c) Disagreements

In resolving disagreements under this Article, the classification Adjudicator shall be governed by the terms of the agreed upon classification plan between the Parties dated April, 1989.

(d) Costs

All costs of the Classification adjudicator shall be shared equally between the Union and the College.

ARTICLE 27 - PAYMENT OF WAGES AND ALLOWANCES

27.01 EQUAL PAY

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

27.02 PAY DAYS

(a) Semi-Monthly Pay

Employees shall be paid semi-monthly. The first pay date of each month shall be on or before the 15th day of the month, the second shall be on or before the last day of the month. Where the pay dates fall on other than normal business days of the College, the applicable pay date shall be on the preceding business day prior to the pay date.

(b) Method of Pay

The College shall deposit an employee's pay cheque in an account at a financial institution designated by the employee. This provision applies to all employees paid on a semi-monthly (as opposed to hourly) basis. All other employees shall continue to be paid directly by cheque.

27.03 RATES OF PAY

An employee shall be paid for services rendered at the rates of pay set forth in Appendix "D".

27.04 APPOINTMENT TO NEW POSITION

(a) Higher Pay Group

An employee who is appointed to a position with a higher pay group shall be paid at a rate in that pay group determined in the following way:

- (i) If she has less than 5,460 hours of seniority at the appointment, she shall be paid at the rate in the pay group which is immediately higher (i.e., the next step on the pay plan) than the rate she received in her former pay group.
- (ii) If she has 5,460 or more hours of seniority at the appointment, she shall be paid at the rate in the pay group which is two (2) steps higher (i.e., two (2) steps on the pay plan) than the rate she received in her former pay group.

(b) Pay Group

An employee who is appointed to a position with the same or lesser pay group, shall be paid at the rate in that pay group which is equal to or the next lesser, if there is none equal, than the rate she received in her former pay group.

27.05

SUBSTITUTION

(a) Definition

Substitution arises out of the College requesting and an employee agreeing to temporarily perform the duties of another class specification. The request shall be in writing indicating the position title. The College will make every reasonable effort to ensure the equitable distribution of substitution amongst employees.

(b) Pay

An employee who substitutes shall continue to receive her regular rate of pay as a minimum applicable rate.

(c) Higher Class Specification

When an employee agrees to substitute into a higher (rate) class specification she shall be paid at the same step she holds in her former position and the pay group for the appropriate classification.

(d) Calculation of Higher Rate of Pay

- (i) The higher pay rate shall apply for the period worked, providing this period is at least fourteen (14) hours.
- (ii) Effective November 1, 1993, the higher pay rate shall apply for the period worked, providing this period is at least seven (7) hours.

(e) Duration

Except as agreed by the Parties, substitution may not exceed a duration of four (4) months.

(f) Return to Former Position

Employees return to their former position upon completion of substitution period.

27.06 MILEAGE ALLOWANCE

Authorized employees using their personal vehicle for College business, at College request, will be paid at the prevailing Board rate in accordance with Policy No. 310, but not less than \$.34 per kilometre.

27.07 EMPLOYEE'S VEHICLE

(a) Vehicle

It shall not be a condition of employment for an employee to supply a vehicle. An employee may refuse to use her private vehicle on College business.

(b) Driver's License

It shall not be a condition of employment for an employee to hold a valid B.C. Driver's license unless the job specifically requires that she drives a College vehicle.

27.08 TRANSPORTATION

In circumstances where an employee must work after 10:00 pm and before 6:30 am, the College shall, at her request, reimburse her for taxi transportation covering the trip to or from work.

27.09 PAY MATRIX (INCREMENTS)

Increments shall be granted to all employees in accordance with the accrual of 1,820 hours of seniority from the date of initial placement or previous increment.

27.10 REIMBURSEMENT FOR PARKING EXPENSES WHILE ON COLLEGE BUSINESS

Other than when parking at the employee's work place, the College shall reimburse an employee in full for any parking expenses incurred by the employee when using her personal or other vehicle for the business purposes of the College.

ARTICLE 28 - HEALTH AND WELFARE

28.01 BASIC MEDICAL PLAN

All employees with an employment status of twenty (20) or more hours per week for four (4) or more consecutive months per year may participate in the Basic Medical Plan, premiums for which will be paid by the College during periods of employment.

28.02 LONG TERM DISABILITY

(a) Participation – Effective November 1, 1994

All employees with an employment status of twenty (20) or more hours per week for four (4) or more consecutive months per year must participate in the Long Term Disability Plan. The employee shall pay 100% of the premiums for the coverage afforded by the Plan during periods of employment. The Plan shall provide 66.7% of the employee's regular monthly salary up to \$2,500 per month plus 50% of monthly salary above \$2,500 per month.

(b) College to Deduct Premiums

The College shall deduct the monthly premiums and shall pay these over to the Insurer.

(c) Coverage and Eligibility

Coverage and eligibility shall be governed by the terms of the Plans. The Union is aware of the name of the Insurance Consultant to the College.

See Appendix D for information on the Appeal Process.

28.03 FLEXIBLE BENEFITS PLAN

The College agrees to arrange and administer the Flexible Benefits Plan. Benefits covered include:

- Life Insurance
- Accidental Death and Disablement
- Extended Health
- Dental
- Orthodontic
- Health Funding Account
- Other benefits may be added by mutual consent

The College will provide funding for the default level of coverage (where applicable).

(a) Eligibility

(i) Regular Employees

All Regular (Full Time and Part Time) employees with an employment status of twenty (20) or more hours per week must participate in the Flexible Benefits Plan. For Dental Coverage, a new Regular employee must complete the six (6) month period for eligibility. A Benefit Year is defined as that period commencing on April 1 and ending on the succeeding March 31.

(ii) Temporary Employees

All Temporary employees with an employment status of twenty (20) or more hours per week for four (4) or more consecutive months per year will receive only the Default level of coverage (paid by the College) for those plans for which they are eligible (default levels are described below). These plans include Extended Health, Dental, Life Insurance and Accidental Death and Disablement Insurance. For Dental Coverage for an employee with a definite duration of employment, four (4) clear months of employment must remain after completion of the six (6) month period for eligibility, all of which must be continuous. Temporary employees will not gain access to a spending account by waiving enrolment in any benefit plans.

(b) Spending Account

(i) Each eligible employee shall have a Spending Account, the value of which shall be the premium for providing coverage as follows:

- | | |
|---|---|
| • <u>Life Insurance</u> | <u>two (2) times annual salary</u> |
| • <u>Accidental Death and Disablement</u> | <u>two (2) times annual salary</u> |
| • <u>Extended Health</u> | <u>default level coverage</u> |
| • <u>Dental</u> | <u>default level coverage</u> |
| • <u>Orthodontics</u> | <u>default level coverage if eligible</u> |

The dollar value of the coverage shall be determined against the employee's status (i.e. single, couple, family with dependants).

(ii) Eligible employees may increase or decrease their Spending Accounts by choosing to participate in any of the plans at other than the default level of coverage.

(iii) If a Spending Account has a negative balance, the College may recover the amount necessary to cover that balance by deduction from the employee's salary and/or other amounts owed by the College to the employee.

(c) Selection

All eligible employees must maintain the mandatory coverage in Group Life Insurance and Accidental Death and Disablement as described in 28.02(g) and 28.02(h). Once every four years, eligible employees shall select their coverage level from amongst the available options. An eligible employee whose family status changes during the four year cycle (i.e. couple to single, single to couple, new dependants) may apply to change her dependant level based upon that change in family status.

(d) Administration of the Plan

During each year, all enrolled employees shall receive an accounting of their Spending Account for the previous Benefit Year including the amount to be allocated for the current Benefit Year.

Following receipt of the accounting, each enrolled employee shall select at least one designation for any unspent money in the Spending Account. Such designation could include:

- Directing it to be allocated to the Health Funding Account
- Depositing it in the College's group Registered Retirement Savings Plan
- Directing it to be paid as taxable income
- Directing it to other non-taxable purposes (such as professional development), or
- Allowing it to accumulate in the Spending Account (without interest)

Any employee may appeal to the Joint Benefits Review Subcommittee of the Joint Standing Committee about any aspect of the Flexible Benefits Plan, including eligibility for coverage, eligibility of particular expenses for reimbursement, and the amount of premium prepayment required. The committee may recommend any action that it feels is appropriate in the circumstances.

(e) Dental Plan Coverage

Default level is:

- No annual deductible
- Plan A: 100% reimbursement for eligible basic and preventive work
- Plan B: 75% reimbursement for eligible restorative work
- Plan A & B combined: \$1,750 per calendar year maximum reimbursement per month (employee and dependants covered under the plan)

Options:

The deductible is increased from zero to \$100 per month per year (maximum of four mouths), or

The deductible is increased from zero to \$250 per month per year (maximum of four mouths).

(f) Orthodontic Coverage

Default level provides per dependant under the age of 19, reimbursement of 50% to a lifetime maximum of \$2,500 per dependant.

Option is for no coverage.

(g) Life Insurance Coverage

Default level is an amount equal to two (2) times annual salary.

Options:

Coverage may be increased (to a maximum of \$305,000) or decreased (to the minimum mandatory level of coverage of \$5,000) in units of \$50,000.

Coverage ceases at age 65.

(h) Accidental Death and Disablement Coverage

Default level is an amount equal to two (2) times annual salary.

Options:

Coverage may be increased (to a maximum of \$305,000) or decreased (to the minimum mandatory level of coverage of \$5,000) in units of \$50,000.

Coverage ceases at age 65.

(i) Extended Health Coverage

Default level is:

- \$25 annual deductible for single, couple, or family
- 80% reimbursement of eligible expenses
- Prescription drugs
- Ambulance
- Hospital user fees
- International travel assistance
- Vision care (reimbursement to a maximum of two hundred dollars (\$200) per year or four hundred dollars (\$400) every two years per eligible employee or dependant)
- All other items that were covered in the Extended Health plan with Canada Life effective May 1st, 1992, with additions dated March 1st, 1996.

Options:

Deductible raised to \$250 per year; or

Deductible raised to \$500 per year and no prescription drug coverage.

(j) Health Funding Account

No default level exists, but eligible employees may once per year allocate amounts for the Health Funding Account. This account may be used for medical and dental claims and recognized alternate professional health care coverage not eligible for coverage under other aspects of the flexible benefits plan, that are considered eligible medical expenses by Revenue Canada. Any funds not used after two years are forfeited in order to maintain the insurance aspect of the plan.

28.04 BENEFITS NOT CHANGED EXCEPT THROUGH NEGOTIATIONS

The insurance and welfare benefits shall not be changed or modified during the life of this Agreement except by negotiation and the mutual agreement of both parties.

28.05 COVERAGE REQUIRED BY LAW

The College shall deduct such sums as are required by law and make such contributions on behalf of employees as legislation binding upon the College may require. Examples are: E.I., W.C.B., Superannuation Plan where applicable.

28.06 EMPLOYEE'S RESPONSIBILITY FOR BENEFIT COVERAGE**(a) Benefit Plans**

All benefit plan coverages, terms, conditions and specific eligibility requirements shall at all times be covered by the actual terms and conditions of the benefit plans as amended from time to time. Any benefit plan description contained in this agreement is provided only for the purpose of general information.

(b) Employee Responsible for Details

It is understood and agreed that it is the responsibility of each employee to be familiar with the specific details of coverage and eligibility requirements of all benefit plans and that neither the Union nor the College has any direct responsibility for insuring that all requirements for eligibility or conditions of coverage or entitlement to benefits are made by the employee beyond the obligations specifically stipulated in this Agreement.

(c) Requesting Information

The actual policy contracts arranged with insurers shall be deemed to be an integral part of this agreement. The College and the Union shall make every effort to provide promptly any information regarding the benefit plans, to any employee requesting it.

28.07 LIMITATION OF LIABILITY OF COLLEGE

The Union recognizes and agrees that the College's obligation and liability with regard to providing the benefit and insurance coverages agreed to herein is in all events limited to arranging for the underwriting of coverages by insurers and internal procedural administration of the plans. The College cannot be held liable for refusal by insurers to underwrite any plan, for cancellation of coverage by insurers, or for the rejection of any claim or claims by insurers.

28.08 "BRIDGE PERIOD" BENEFIT COVERAGE

During her "Bridge Period", an employee shall maintain the coverage of those plans she has been participating in. Both the College and the employee shall continue paying their share of the premiums, and the employee's share must be paid in advance.

28.09 BENEFIT COVERAGE DURING LEAVE OF ABSENCE

(a) Leave of Absence Without Pay

The parties to this Agreement recognize and agree that except where specifically provided in this Agreement, all benefits and entitlements provided by this Agreement are suspended for an employee who is absent on a leave of absence without pay.

(b) Employee Must Maintain Coverage

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

Group Life Insurance	28.03(g)
Accidental Death & Disablement Benefit	28.03(h)
Long Term Disability	28.02
Dental Plan	28.03(e)

the employee must, as a condition of being granted the leave of absence, maintain the coverages in those plans. The employee must pay 100% of the premiums for those coverages during such leave in advance.

28.10 ENROLMENT

Enrolment in any Benefit or Insurance Plan is not completed until the employee has completed an Application/Waiver form (Appendix “C”), and application cards have been signed by the employee, acknowledged by the College and acceptance by the Insurer has been confirmed.

28.11 DEDUCTIONS: PREMIUMS AND CONTRIBUTIONS

The administrative procedure applicable to a benefit or insurance plan shall determine if the deduction of an employee’s contribution toward the premium payments precedes or follows the coverage period to which it is applicable.

ARTICLE 29 - GENERAL CONDITIONS

29.01 POLITICAL ACTIVITY

The College agrees not to apply restrictions on employees who wish to engage in political activities on their own time.

29.02 CONTRACTING OUT

(a) Work Normally Performed by Employees

The College agrees not to contract out any work normally performed by employees covered by this Agreement, as of the date of signing of this Agreement, which would result in the laying off or displacement of such employees, or which would delay the recall of employees who have been laid off or the rehire of employees on the Recall List.

(b) Contracts for Work

The College will consult with the Union if any contract for work which could be performed by members of the bargaining unit falls for renewal during the period when employees are laid off or displaced or on the Recall List.

(c) Discussions with Union

Any contract which the College contemplates and which is a break in the present pattern of work contracted out by the College will be discussed with the Union.

(d) Exceptions

Notwithstanding the aforementioned provisions of this Article, it is mutually agreed to exempt from application of 29.02(a) and 29.02(b) the following existing areas of contracted services: janitorial, security, payroll, accounting and food. This provision has application until and unless a ruling or direction of the Labour Relations Council of British Columbia nullifies its effectiveness.

29.03 CONSULTATION

(a) Change in Equipment

Where a requirement arises to change, replace or add to existing equipment, employees using such equipment must be consulted prior to the rental or purchase of such equipment for their working area.

(b) Renovations

Where renovations which may affect the working area of employees are planned for an existing building, employees from the areas concerned shall be consulted regarding such renovations, before they may begin.

(c) Consultation

Where permanent change is considered in the location of work areas or in working procedures, employees concerned must be consulted before any changes may begin.

(d) Implication of Consultation

The consultation as noted above does not in any way imply that the College's decision to act is subject to employee consent, only that she is consulted.

29.04 COMMUNITY FACILITIES

Employees shall be allowed the use of College recreational facilities such as tennis courts, exercise room, etc. during hours scheduled for such purposes.

29.05 ABSENCE WITHOUT LEAVE

(a) Absence Without Notification

If an employee is absent without having notified the Human Resources office of the College, and the College has been unsuccessful in a reasonable attempt to contact the employee, such absence may be treated by the College as just cause for discipline.

(b) Repeated Absence

Repeated absence without leave may be just cause for termination.

29.06 RETIREMENT

(a) Age of Retirement

The parties agree that an employee may be retired, effective at the end of the pay period in which the employee attains the age 65. Upon mutual agreement between the employee, the Union and the College, an employee may continue in her position with the College after the age of 65 subject to annual review.

(b) Review

The College shall make every reasonable effort to carry out the review and seek the agreement required under 29.06(a) at least two (2) months prior to the anniversary date as measured from the employee's birthdate.

(c) Withholding Agreement

If at any time the College withholds agreement, either initially or upon any annual review, for any employee to continue to work beyond the age of 65 pursuant to Clause(s) 29.06(a) and/or (b) above, the College shall notify both the employee concerned and the Union in writing and the Union shall have the right, on behalf of such employee, to submit the matter to a retirement adjudicator who shall be a judge of the Supreme Court of British Columbia or the Court of Appeal of the Province unless another person is mutually agreed between the Parties. The Union must make such referral within sixty (60) calendar days of receipt of the written notification from the College.

- (i) The retirement adjudicator referred to in this Clause 29.06 shall have all of the jurisdiction and authority of an arbitrator acting under this Agreement and the *Labour Relations Code of British Columbia*, or any successor legislation.
- (ii) Without limiting the generality of Clause 29.06(c)(i) above, the retirement adjudicator shall have the right and authority under this Agreement to determine whether or not the employee concerned is competent to continue employment in her current job based upon her work performance and the *bona fide* occupational requirements of the College as reflected in the class specification for the position at issue.
- (iii) An employee who wants to continue to work beyond age 65 in accordance with this Clause 29.06 shall continue to do so until he or she decides to retire or a retirement adjudicator determines under this Agreement that such employee is no longer competent for continued employment, in which case the employee shall be retired by the College, effective upon the date set by the retirement adjudicator.
- (iv) The costs and fees, if any, for any retirement adjudicator acting pursuant to the provisions of this Clause 29.06 shall be borne equally by the College and the Union.

(d) Rights and Privileges

An employee working beyond the age of sixty-five (65) shall continue to receive all the rights and privileges provided in this Agreement except those specifically excluded by legislation or the provisions of a benefit plan.

(e) Library Card and Access to Facilities

A retiree shall be provided with a library card at no charge as a community borrower and allowed access to the College's facilities as if she were a registered student.

(f) Tuition Costs

The College shall waive all tuition costs of any courses taken at the College (subject to the restrictions in 29.10 (b) and (c)) by retirees provided the employee has completed a minimum of five (5) years service with the College and no additional costs result to the College by the employee's enrolment in the course.

(g) Employee Assistance Plan

Retirees shall have access to the Employee Assistance Plan as if they were employees of the College for a period of two (2) years immediately following the date of retirement.

29.07**EARLY RETIREMENT PLAN****(a) Eligibility**

The College shall offer to any employee, who requests early retirement, the choice of one of the early retirement incentive alternatives described herein, provided the employee meets the following qualifications:

- is age 55 or over;
- has a minimum of ten (10) years of pensionable service under the Municipal Superannuation Plan;
- is a regular employee at the time of early retirement;
- is on the maximum step of the salary scale;
- elects to cease employment with the College for the purposes of retirement.

The College is not required to offer early retirement to an employee under this provision where the costs of such early retirement will not be entirely recovered through the lower costs of a replacement hire in the two years following the effective date of the retirement.

(b) Agreement

An employee has the right to accept or decline an early retirement incentive offer made by the College within thirty (30) days of the offer being proposed. In the event of acceptance of an offer of early retirement, the employee's date of retirement or commencement date of leave under Option "B" hereof shall be effective on a date mutually agreed upon between the employee and the College.

- (i) Agreement shall be in writing and shall specify the early retirement date with the incentive option agreed upon.
- (ii) Acceptance must take place before the termination date of this Agreement. Retirement or commencement of leave under Option "B" hereof may take place after the termination date of this Agreement.

(c) Benefit Options

***(i) Lump Sum Payment (Option "A")**

The retirement benefit will be paid in one sum on the date of retirement or on an agreed-upon deferred date or in predetermined instalments acceptable to the employee, and will be based on scale salary without allowances in the following amounts:

<u>Full Years to Retirement</u>	<u>Payout</u>
1	Up to 15% of annual salary
2	Up to 30% of annual salary
3	Up to 45% of annual salary
4	Up to 60% of annual salary
5 or more	Up to 75% of annual salary

(ii) Purchase of Past Service Contributions for Early Retirement (Option "B")

The College will purchase, on behalf of the employee, past service contributions to the Municipal Superannuation Plan equivalent to the value of the lump sum payment to provide for immediate early retirement benefits.

(d) Financial Counselling

Each employee who accepts one of the foregoing incentives is entitled to attend a financial Planning Workshop and to receive three (3) subsequent personal financial consultations conducted by a firm of qualified financial consultants selected by the College. Fees for consultative sessions to a maximum of \$80 per session will be borne by the College.

29.08 EMPLOYEE FILE

(a) Inspection

An employee may, at a mutually convenient time, inspect the contents of her Personnel File. Any document found therein may be copied. If the contents of any document on file are disputed, the eventual resolution, be it through the grievance procedure or otherwise, shall be entered in her file.

(b) Incidental Information

The College and the Union agree that in the interest of good communication, employees shall receive copies of incidental written complaints and positive reports on their performance which, although they do not constitute Personnel file documentation, have been brought to the attention of an Administrative Head. Employees will be given the opportunity to reply to incidental complaints.

See also Article 10.06.

29.09 EVALUATION

Before the College implements a performance evaluation system applicable to staff it will consult with the Union on the form, content and timing of such a system.

When an employee's performance is evaluated, the employee concerned shall be given the opportunity to read and review the evaluation. The procedure shall provide for the employee's acknowledgement through signature that she has read the evaluation and has been given a copy of it. The procedure shall also provide that an employee may comment on the evaluation and that her comment shall be considered as part of that evaluation.

29.10 CAPILANO COLLEGE COURSES

(a) Credit Courses

Any employee with an employment status of twenty (20) or more hours per week may register for unlimited Capilano College credit courses without payment of tuition fees and registration fees.

(b) Continuing Education Courses

Any employee and/or her immediate family may register for a total of three (3) Capilano College continuing education courses (credit free) in any calendar year without payment of tuition fees. In the case of continuing education courses (credit free) the employee shall be entitled to the waiver only after the minimum enrolment has been met by fee payers. There shall be no waiver for non-tuition costs such as travel costs for field trips, excursions, and tours.

(c) Cost Recoverable/Non-base Funded Courses

In the case of credit courses that are offered on a cost recoverable basis (i.e. non-base funded courses), only the amount of tuition equivalent to the fees for a regular base funded credit course shall be waived; any additional tuition costs must be paid by the employee.

(d) Time of Course

Such courses shall be taken outside the employee's normal working hours. If such courses are only offered during regular working hours, permission shall be obtained from the Administrative Head responsible to enable course attendance provided that arrangements satisfy the making up of time absent at no cost to the College.

(e) Commencement and Completion

All courses taken must commence and end within the duration of an employee's employment status. If an employee ceases to be employed by the College before completion of a course, she may be required to pay the tuition fees for the course.

29.11 PYRAMIDING

Where an employee holds more than one (1) appointment with the College within the Union's certification, the College shall review Health Benefit entitlements on an "individual case" basis and extend where possible benefit coverage based on such pyramiding employment.

29.12

PERSONAL AND SEXUAL HARASSMENT**(a) Prohibition Against Personal and/or Sexual Harassment**

The College recognizes the right of all employees to work in an environment which is free of personal and/or sexual harassment. Accordingly, the personal and/or sexual harassment of any employee is prohibited.

The Parties also recognize the right of students to learn in an environment free from personal and/or sexual harassment.

(b) Definition Of Personal Harassment

Any discriminatory behaviour at or related to the workplace which denies an individual their dignity or respect or which adversely affects their terms or conditions of employment or their job security or career advancement prospects by creating an intimidating, coercive, restrictive, offensive, embarrassing or humiliating work environment is considered to be personal harassment.

Such prohibited discriminatory behaviour is defined as any discrimination on the basis of race, national or ethnic origin, colour, citizenship, place of residence, age, sex, sexual preference or orientation, marital status, family status, number of dependants, pregnancy or childbirth, physical or mental disability where the disability does not render the employee incapable of fulfilling her employment duties and obligations, conviction for which a pardon has been granted, political or religious affiliation or beliefs, or membership or activity in any trade union.

(c) Definition Of Sexual Harassment

Sexual harassment is comment or conduct of a sexual nature, including sexual advances, requests for sexual favours, suggestive comments or gestures, or physical contact, including assault, when any one of the following occurs:

- (i) the conduct is engaged in, or the comment is made by, a person who knows, or ought reasonably to know, that the conduct or comment is unwanted or unwelcome;
- (ii) the conduct or comment has the effect of creating an intimidating, hostile or offensive environment, and may include the expression of sexist attitudes, language and behaviour;

- (iii) the conduct or comment exploits the fiduciary relationship between students and employees of the College;
- (iv) the conduct or comment is accompanied by a reward, or the express or implied promise of a reward, for compliance;
- (v) the conduct or comment is accompanied by reprisal, or an express or implied threat of reprisal, for refusal to comply;
- (vi) the conduct or comment is accompanied by the actual denial of opportunity, or the express or implied threat of the denial of opportunity, for failure to comply.

(d) Complaints

An employee who believes that she has a complaint of sexual harassment or personal harassment is encouraged to make a direct request of the alleged harasser that the offensive behaviour or actions cease. If the request is unsuccessful, or if it is considered inappropriate, or uncomfortable to make such a request, the complainant may seek the confidential advice of the Union or the Harassment Policy Advisor.

- (i) An employee may initiate a grievance under this clause at any step of the grievance procedure or the procedures set out in the Capilano College Harassment Policy and Procedures document, dated November 1, 1991. Grievances under this clause will be handled with all possible confidentiality and dispatch. An employee who commences a complaint under the Capilano College Harassment Policy and Procedures document shall not forfeit their entitlement to pursue a complaint through the grievance procedure under the Collective Agreement.
- (ii) If the alleged offender is an employee covered by the Union's certification, she shall be entitled to notice, as soon as possible, of the substance of the personal and/or sexual harassment complaint made against her.
- (iii) During any investigation and/or grievance procedure, the College agrees to monitor the working environment of individuals involved to protect their rights pursuant to Article 29.12 (a).

(e) Personal Harassment

The Union will incorporate the definition of Personal Harassment developed by the Personal Harassment Committee at the College into the Collective Agreement, replacing the documents signed January 29, 1993, provided the OPEIU membership at Capilano College ratify the replacement definition by a two-thirds majority, at a Union membership meeting.

29.13 ELECTRONIC MONITORING

The College agrees to provide the Union with notice of equipment and facilities which are to be installed for the purpose of monitoring and measuring individual employee performance.

29.14 PERSONAL DUTIES NOT REQUIRED

No employee shall be required to perform work or duties that are unrelated to the work of the College and are of a personal nature for any other employee of the College.

29.15 PROTECTION AGAINST LEGAL ACTION

The College shall:

(a) Protection for Employees

exempt and save harmless each employee from any liability action arising from the proper performance of her duties for the College, and

(b) Protection for Retired Employees

exempt and save harmless each retired employee from any liability action arising from the proper performance of her duties for the College prior to her retirement, and

(c) College to Assume Costs

assume all costs, legal fees and other expenses arising from any such action.

ARTICLE 30 - EMPLOYEE ASSISTANCE PLAN

30.01 ADMINISTRATION OF EMPLOYEE ASSISTANCE PLAN

The Parties agree to an Employee Assistance Plan to be administered by a College/OPEIU/CCFA committee. Such plan will be 100% employer paid; will have no relation to discipline or career development decisions and will treat employee involvement as absolutely confidential.

ARTICLE 31 - DURATION OF CONTRACT

31.01 DURATION

This agreement shall be binding from April 1, 1998 to midnight, March 31, 2001.

31.02 NEW AGREEMENT

Either party to this Agreement may, not more than four (4) months and not less than one (1) month prior to March 31, 2001, present to the other party, in writing, proposed terms of a new or further agreement, or amendments to this agreement.

31.03 CONTINUATION OF PRESENT AGREEMENT

In the event that a new or further Agreement is not entered into by the parties on or before the 31st day of March, 2001, this Agreement shall continue in force and effect until:

(a) Enter Into New Agreement

the parties enter into a new or further Agreement; or

(b) Lockout

the College commences a lockout; or

(c) Strike

the Union commences a strike.

31.04 LABOUR RELATIONS ACT 50(2) EXCLUSION

The parties expressly agree that the operation of Section 50(2) of the *Labour Relations Code of British Columbia* is specifically excluded.

31.05 EFFECTIVE DATES

Where this Agreement contains terms or conditions which are changed from those contained in the prior Agreement, such shall be effective on the date of signing, except where the agreement change can only be available on the first of the month, in which case it shall be effective the first of the month next following the signing of the agreement.

31.06 ERRORS & OMISSIONS

Whereas substantive changes to this Agreement shall not occur, any errors or omissions may be corrected by mutual agreement of both parties.

31.07 PAYMENT OF COLLECTIVE AGREEMENT

The College will pay for and provide the Union with 300 Collective Agreements at the conclusion of negotiations. The Union will pay \$2.00 for each additional copy provided.

ARTICLE 32 - EXPLANATORY NOTES

32.01 INTENT AND MEANING

Except where specific definitions or words, terms, or phrases are expressly provided within specific provisions of this Agreement, the following shall be used to establish the intent and meaning of the language of this Agreement:

“Agreement” - means the entirety of the current Collective Agreement entered into between the Union and the College, including the appendices and any alteration or amendment which may from time to time be mutually agreed to by the parties, and specifically incorporated into the Agreement.

“As required basis” - means an employee’s work day and work week are not precisely scheduled at the time of hire, and reflect the specific need at any given time. (see 15.04)

“Blue-circled” or **“Protected Salary Treatment”** - shall mean that an employee’s salary will be maintained above the maximum of the salary range for her job and that such salary will be increased by all subsequent negotiated and length-of-service salary increases until the incumbent leaves the position.

“Calendar Days” - where this phrase is used to designate a time span for purposes of giving a notice, or relative to specific action or a required response by the parties to the Agreement, it shall be taken to intend the inclusion of calendar weekends and holidays.

“Class Specification” - a statement of the job to be done with a brief list of duties and responsibilities in order of importance and the qualifications an individual must possess in order to perform the job.

“College” - means Capilano College, a party to the Agreement.

“Consultation” - means a discussion process intended as a vehicle through which the parties may make known their respective views and opinions.

“Discipline” - shall include reprimand, suspension or discharge.

“Discharge” - means employment is brought to an end for disciplinary reasons.

“Hours of work per week” - shall include an equivalent number of hours which result from an arithmetic average of the hours worked in a modified work week schedule cycle, in addition to those definitions contained in Article 13.

“Invited to attend” - means an employee has the choice whether to attend or not.

“Layoff List” - is a list maintained in a seniority order by classification/work area of all those laid off pursuant to Type 1 Layoff (see 25.03 for precedence of Layoff List for staffing purposes).

“Leave of absence without pay or leave without pay” - applies only to times when the employee would otherwise have worked.

“New position” - means creation of a wholly new job position (assigned a new position number) within the College, which position did not exist within the College at the date of execution of this Agreement. It does not include positions which have merely been given new titles, or positions which have been altered through changes in their duration or the number of hours of work required per week.

“Officially requested” - means a request originating from a person who has been designated by the College as one who has the authority to make such a request.

“Parties” - shall mean the Union and the College.

“Previous Incumbent” - means an employee who was appointed to a temporary position pursuant to the competition procedure. (See Article 12.13(ii)).

“Red-circled” - shall mean that an employee’s salary will be maintained above the maximum of the salary range for her job until such maximum is raised to a level above her salary.

“Required to attend” - means an employee has been informed by a person with College authority that her attendance is mandatory.

“Seniority List” - is a list maintained in seniority order of all current and former employees who have seniority (see 11.07).

“Shift” - means an employee’s approved work day.

“Supervisor” - means the individual to whom an employee normally reports or from whom an employee normally receives her direction.

“Suspension” - means the temporary removal of an employee from active employment for disciplinary reasons.

“Union” - means the Office and Professional Employees’ International Union, Local 378.

“Union Representative” - shall mean any employee authorized by the Union to act on its behalf.

32.02 OBJECTIVE INTERPRETATION

Where no specific definition of a word, term or phrase is expressly provided in this Agreement, such word, term, or phrase shall be interpreted objectively, not subjectively; and according to common and normal grammatical usage.

32.03 NOTIFICATION REQUIREMENTS

Where this Agreement requires notice to be given between the parties to the Agreement, such notice shall be in writing, and mailing of such notice by ordinary mail shall be deemed to be effective notice, (as determined by the postmark), unless the Agreement specifically requires another mode of delivery or service.

ARTICLE 33 - WORKLOAD

33.01 REASONABLE WORKLOAD

Employees' workload shall be fair and reasonable when compared with the workload of other staff employees of the College. This provision is not intended to diminish the College's ability to address employee performance issues.

33.02 WORKLOAD DISPUTES

When an employee believes that her workload is not fair or reasonable as cited in Article 33.01 she may refer the matter to the Joint Workload Review Committee. The committee will review the complaint and issue recommendations on it to the parties.

33.03 JOINT WORKLOAD REVIEW COMMITTEE

The parties agree to establish a Joint Workload Review Committee comprised of an equal number of representatives of the College and of the Union, with each party selecting its own representatives.

The committee shall:

(a) Complaints

investigate complaints concerning workloads;

(b) Recommendations

make recommendations to the parties for corrective action if warranted.

The committee shall meet in response to specific complaints. Employees, who are committee members, will receive time off with pay for their work on the committee.

ARTICLE 34 - WORKERS' COMPENSATION SUPPLEMENT

34.01 LEAVE OF ABSENCE

An employee shall be granted a leave of absence by the College while on Workers' Compensation, which time shall be deemed to be time worked. During such leave of absence the employee shall continue to accrue seniority as per Clause 11.03(a)(ii) and shall continue to be entitled to full benefits and all other rights and entitlements under this Agreement as if she had remained working, except that salary payment shall be subject to Clause 34.02 below.

34.02 WORKERS' COMPENSATION SUPPLEMENT

The College shall pay semi-monthly to an employee who is in receipt of Workers' Compensation Benefits a supplement to provide the employee, including the payment from Workers' Compensation, an amount equal to the employee's normal semi-monthly net earnings.

IN WITNESS WHEREOF, the Parties have executed this Agreement the ____ day of _____, 1999 at North Vancouver, British Columbia.

**OFFICE AND PROFESSIONAL
EMPLOYEES' INTERNATIONAL
UNION, LOCAL 378**

CAPILANO COLLEGE

Sheila Banks

Mark Vernon

Darlene Rentz

Valerie Cochran

Barry Williamson

Cindy Rogers

Bill Zienty

APPENDIX A
PLEASE RETURN THIS FORM TO THE OPEIU OFFICE

Second Floor
 4595 Canada Way
 BURNABY, BC
 V5G 4L9

**OFFICE AND PROFESSIONAL EMPLOYEES' INTERNATIONAL UNION,
 LOCAL 378**

**MEMBERSHIP APPLICATION AND UNION DUES DEDUCTION
 AUTHORIZATION**

(Please Print)

NAME _____ S.I.N. _____

ADDRESS _____ CITY _____

POSTAL CODE _____

JOB TITLE _____ WORK LOCATION _____

Regular Full Time _____	Regular Part Time _____
Temporary Full Time _____	Temporary Part Time _____

ENTERED SERVICE DATE _____

Salary \$ _____ Department _____

Previous CLC/AFL-CIO Union membership? YES _____ NO _____
 (if yes, attach original withdrawal card for initiation fee waiver)

I, being an employee of Capilano College, hereby make application for membership in the Office and Professional Employees' International Union, Local 378. I hereby authorise Capilano College to deduct the appropriate dues from my salary or wages and remit to the Office & Professional Employees' International Union, Local 378.

I further authorise Capilano College to deduct and remit to the Office & Professional Employees' International Union, Local 378 any initiation fees, general assessments or arrears as requested by the Union.

DATE _____ SIGNATURE _____

APPENDIX B

CLASS SPECIFICATION INFORMATION AND CRITERIA

(Reference Article 26 of the Agreement)

An integral part of the Classification Plan is the Class Specification. It acts as a guide in determining the nature and scope of work assigned to an employee. It assists in determining the type of employee needed to perform certain functions within a department or section. The Class Specification provides an employee with the requirements and qualifications of a position so that she may prepare herself accordingly.

The Class Specification includes a Class Title, a statement of the distinguishing features of work of the class, a list of examples of work performed, a section in which are listed those knowledges, abilities and skills which are needed by the applicant or incumbent for successful performance of the work, and a statement of required training and experience for a new appointee, which would ordinarily provide a person with the necessary qualifications. The class specification may also include areas relating to: decisions required; supervision received; effect of errors, contacts; supervision of other employees; physical demands; and working conditions. Each specification must be considered as a whole for the purpose of describing and defining a class, or for allocating a position to a class. Although each section has its special uses, an adequate understanding of the class can be gained only by considering all parts together.

The Distinguishing Features of Work section provides a description of the salient features which distinguish the class from other classes of work. This is an evaluation of the class in terms of the elements of difficulty and responsibility involved in the work. As such, it serves to establish the level of the class and is one of the sections most heavily relied upon in allocating positions to the class.

The section setting forth the Examples of Work Performed is intended to enable the reader to obtain a more complete picture of the actual work performed in positions in the class. The list is descriptive and is not intended to limit administrative authorities in the assignment of duties and responsibilities to the position. It does not describe all the work performed. It merely serves to illustrate the typical portions of work.

The Requirements of Work section lists those knowledges, skills and abilities which are necessary for successful performance of the work of the class. These are written in terms that are requirements of an applicant before appointment. The levels of knowledge used in this section are expressed in five broad degrees; they include: some knowledge, working knowledge, considerable knowledge, thorough knowledge and extensive knowledge. As a guide for interpreting the Specifications, definitions for these terms are listed:

Extensive knowledge implies the most advanced degree of knowledge necessary for complete mastery and understanding of the subject.

Thorough knowledge implies almost complete coverage of the subject matter area. For successful performance of the work sufficient comprehension of the subject matter is necessary to solve unusual as well as commonplace problems.

Considerable knowledge implies sufficient acquaintance with the subject to perform the work with little direct supervision and a journeyperson comprehension of normal work situations.

Working knowledge implies an awareness of the subject sufficient to work effectively in a limited range of work situations.

Some knowledge implies familiarity with the elementary principles and terminology of the subject matter.

Skills refer to and are limited to manual skills.

Abilities refer to the capacities making possible the application of knowledge and skills to work situations.

Requirements such as honesty, integrity, initiative and sobriety are implied for all positions.

In some specifications a statement of necessary special requirements is included. This is done only when statutory or other legal requirements establish a definite minimum qualification such as possession of a license or registration certificate before appointment.

Conception of the Class Specification

It must be emphasized that each specification must be considered as a whole for the purpose of describing and defining a class. Although each section has its special usages, an adequate conception can be gained only by consideration of all the sections in relation to each other.

Flexibility of the Classification Plan

In order to serve its purpose as an administrative tool in developing the Human Resources Program, the Classification Plan is not intended to be rigid or binding to future changes in organization, individual positions or functions. The Classification Plan is an analysis and description of the work presently performed in the College. Because organization, positions and functions are constantly changing, the Classification Plan must also be changed to keep abreast of the requirements of the College. Unless it is made a perpetual inventory by creating, abolishing and changing classes as required, it will be out of date and will be a hindrance rather than an aid to effective Human Resources administration. In addition to day-to-day adjustments, periodic audits of the whole plan are essential for maintaining good relationships and preventing accumulation of discrepancies.

APPENDIX C
BENEFIT APPLICATION AND WAIVER FORM

(Ref. - Article 28.10)

To: Capilano College

In accordance with the provision of Article 28 of the Collective Agreement between the College and the Office & Professional Employees' International Union, Local 378, I

 (please print name)

- (a) hereby acknowledge that the following coverages are mandatory for eligible employees as a condition of employment:

Article 28.03(a)	Group Life Insurance
Article 28.03(b)	Accidental Death & Dismemberment Insurance
Article 28.04	Long Term Disability

- (b) hereby acknowledge that whereas I am eligible and entitled to participate in the following coverages, that

- (i) I herein make application for enrolment in those benefit plans as indicated, or
 (ii) I have on this date voluntarily elected to waive my rights to participate in those benefit plans as indicated.

	<u>Enrolment Requested</u>	<u>Enrolment Waived**</u>
Article 28.01 (a) Basic Medical	_____	_____
Article 28.01 (b) Extended Health	_____	_____
Article 28.02 *Dental	_____	_____

* An employee must complete a six (6) month eligibility period and still have four (4) clear months of employment.

** (Note: Future participation, if permitted, is at the employee's expense with respect to satisfying the Insurer's requirements for late enrolment.)

- (c) I also acknowledge that Superannuation (28.05) is based on the provisions of the *Pension (Municipal) Act*.

Employee's signature: _____ Date: _____

Social Insurance Number: _____

Received by Capilano College per: _____ Date: _____

APPENDIX “D” **CANADA LIFE APPEAL PROCESS**

TERMINATION OR DENIAL OF A DISABILITY CLAIM

An employee wishing to appeal either the termination or denial of a disability claim must do so in writing within sixty days of the termination or denial letter from Canada Life. The appeal must be accompanied by a narrative report from an appropriate and accredited treating physician. The report should list diagnosis, treatment, prognosis, and limitations and restrictions preventing the employee from performing the essential duties of her occupation. For an employee who has been on long term disability for as long as two years, the limitations and restrictions must be shown to prevent the employee from performing the essential duties of any position to which she is suited by background and training. Appeals are reviewed by a claim specialist at Canada Life and sent for a second opinion to another claim specialist.

An employee wishing to make a second appeal may submit new medical evidence in writing within thirty days. The second appeal is reviewed by an internal review committee at Canada Life.

An employee wishing to make a third appeal may submit new medical evidence in writing within thirty days. The third appeal is reviewed by the Canada Life head office senior review committee.

PAYMENT OF MEDICAL REPORTING

Any specialist or physician's charges incurred in providing medical reporting, either written narrative or completion of claims forms, are paid by the employee. This includes the expense of having a physician provide medical information for the purpose of appealing the termination or denial of a disability claim. The insurer will only pay for those reports which are written in response to questions that Canada Life has asked directly of the physician or for reports resulting from an employee's attendance at an independent medical examination required and scheduled by Canada Life.

APPENDIX “E(a)”

Effective March 31, 1998

Pay Group	Step 1	Step 2	Step 3	Step 4	Step 5
6	2,120 13.95	2,184 14.37	2,249 14.80	2,317 15.24	2,386 15.70
8	2,249 14.80	2,317 15.24	2,386 15.70	2,458 16.17	2,531 16.65
10	2,386 15.70	2,458 16.17	2,531 16.65	2,608 17.16	2,686 17.67
12	2,531 16.65	2,608 17.16	2,686 17.67	2,766 18.20	2,849 18.74
14	2,686 17.67	2,766 18.20	2,849 18.74	2,935 19.31	3,023 19.89
16	2,849 18.74	2,935 19.31	3,023 19.89	3,114 20.49	3,207 21.10
18	3,023 19.89	3,114 20.49	3,207 21.10	3,303 21.73	3,402 22.38
20	3,207 21.10	3,303 21.73	3,402 22.38	3,504 23.05	3,609 23.74
22	3,402 22.38	3,504 23.05	3,609 23.74	3,718 24.46	3,829 25.19
24	3,609 23.74	3,718 24.46	3,829 25.19	3,944 25.95	4,062 26.72
26	3,829 25.19	3,944 25.95	4,062 26.72	4,184 27.53	4,310 28.36
28	4,062 26.72	4,184 27.53	4,310 28.36	4,439 29.20	4,572 30.08

For the purpose of calculating hourly rates from the basic monthly salaries, the monthly salary as shown above is divided by 152.

APPENDIX “E(b)”

Effective April 1, 2000

Pay Group	Step 1	Step 2	Step 3	Step 4	Step 5
6	2,162	2,228	2,294	2,363	2,434
	14.23	14.66	15.09	15.55	16.01
8	2,294	2,363	2,434	2,507	2,582
	15.09	15.55	16.01	16.49	16.98
10	2,434	2,507	2,582	2,660	2,740
	16.01	16.49	16.98	17.50	18.02
12	2,582	2,660	2,740	2,821	2,906
	16.98	17.50	18.02	18.56	19.12
14	2,740	2,821	2,906	2,994	3,083
	18.02	18.56	19.12	19.70	20.29
16	2,906	2,994	3,083	3,176	3,271
	19.12	19.70	20.29	20.90	21.52
18	3,083	3,176	3,271	3,369	3,470
	20.29	20.90	21.52	22.16	22.83
20	3,271	3,369	3,470	3,574	3,681
	21.52	22.16	22.83	23.51	24.22
22	3,470	3,574	3,681	3,792	3,906
	22.83	23.51	24.22	24.95	25.69
24	3,681	3,792	3,906	4,023	4,143
	24.22	24.95	25.69	26.47	27.26
26	3,906	4,023	4,143	4,268	4,396
	25.69	26.47	27.26	28.08	28.92
28	4,143	4,268	4,396	4,528	4,663
	27.26	28.08	28.92	29.79	30.68

For the purpose of calculating hourly rates from the basic monthly salaries, the monthly salary as shown above is divided by 152.

LETTER OF UNDERSTANDING

BETWEEN:

CAPILANO COLLEGE (the “College”)

AND:

OFFICE AND PROFESSIONAL EMPLOYEES’ INTERNATIONAL
UNION (the “Union”)

Re: Student Employment Programs

With respect to the above subject matter, the College and the Union (“Parties”) do hereby expressly and mutually agree as follows:

- (1) The Union specifically agrees that the College shall have the right during the life of the Collective Agreement to implement Student Employment programs, subject to the terms and conditions of this Letter of Understanding.
- (2)
 - (a) It is mutually agreed that any person hired for a Student Employment Program pursuant to this Letter of Understanding must be a student at Capilano College and must continue this status for the duration of such employment.
 - (b) The College further specifically agrees that no students employed pursuant to this Letter of Understanding shall:
 - (i) perform any duties usually performed by any employee in the bargaining unit as defined in Clause 2.01 of the Collective Agreement; or
 - (ii) replace any employee(s) in the bargaining unit including, but not limited to, any such employee who is on layoff status under the Collective Agreement; or
 - (iii) at any time total more than twenty-five (25) in number, without the prior express written consent of the Union.

- (3) (a) The College specifically agrees that the Union shall have the right to cancel immediately the College's right to implement Student Employment Programs pursuant to this Letter of Understanding in the event of any allegation by the Union of a failure by the College to comply with any of the provisions of paragraph (2) above.
 - (b) If the College disputes the issue of alleged failure to comply with paragraph (2) above, the College shall have the right to refer the matter directly to expedited arbitration pursuant to the applicable provisions of the Collective Agreement. If the arbitrator finds that the College has contravened this Letter of Understanding by failing to comply with any of the provisions of paragraph (2) above, then this Letter of Understanding shall forthwith be deemed to be rendered null and void, and shall immediately be replaced in full by Clause 9.10(a) and the Letter of Understanding Re: Youth Employment Programmes and Work Study Programmes as contained in the Collective Agreement in force and effect between the Parties from November 1, 1992 to October 31, 1995. If the arbitrator finds that the College has not contravened any of the provisions of paragraph (2) above, as alleged by the Union, then the College's right to implement Student Employment Programs under this Letter of Understanding shall be deemed to be immediately reinstated.
- (4) Prior to the hiring of any student under this Letter of Understanding, the College shall provide the Union in writing with the name, hours of work per week, work location(s), nature of work to be performed, duration of employment and proof of student status of each such person.
- (5) It is mutually agreed that any student hired for any Student Employment program pursuant to this Letter of Understanding shall not be covered or governed by the Collective Agreement then in force and effect between the Parties.

DATED this 14th day of May, 1996.

**OFFICE AND PROFESSIONAL
EMPLOYEES' INTERNATIONAL
UNION, LOCAL 378**

CAPILANO COLLEGE

"Don Percifield"

"Marie Jessup"

"Darlene Rentz"

"Barry Williamson"

"Iris Cunningham"

LETTER OF UNDERSTANDING

BETWEEN:

CAPILANO COLLEGE (the “College”)

AND:

OFFICE AND PROFESSIONAL EMPLOYEES’ INTERNATIONAL
UNION (the “Union”)

Re: Testing

With respect to the above cited subject matter, the College and the Union do hereby expressly and mutually agree that if any employee is to be given any test for any purpose under the Collective Agreement, the following provisions must be complied with, otherwise the test shall be deemed to be invalid.

(1) Tests to be Designed and Administered Fairly

Any test given any employee for any purpose under the Collective Agreement must be designed and administered fairly.

(2) Other Criteria for Determining Propriety of Tests

Without limiting the generality of paragraph (1) above, any test given any employee for any purpose under this Agreement must be:

- (a) relevant to the job, if used for selection purposes;
- (b) based on material, the general nature of which will be provided to the employee in advance;
- (c) preceded by advance notice of the test procedures, the standards to be applied and the time and place where it is to be conducted;
- (d) administered on a uniform basis to all employees to be tested and in such manner as to ensure the secrecy of test papers before the test is given and where possible, to preserve the anonymity of each employee being tested.

(3) Adequate Preparation Time

Employees must be given adequate time to prepare for any test given for any purpose under the Collective Agreement.

(4) Employee Right to Review Test and Results

Any employee who is given any test for any purpose under the Collective Agreement shall have the right to review her test paper and results.

DATED this 14th day of May, 1996.

**OFFICE AND PROFESSIONAL
EMPLOYEES' INTERNATIONAL
UNION, LOCAL 378**

CAPILANO COLLEGE

"Don Percifield"

"Marie Jessup"

"Darlene Rentz"

"Barry Williamson"

"Iris Cunningham"

LETTER OF UNDERSTANDING

BETWEEN:

CAPILANO COLLEGE (the “College”)

AND:

OFFICE AND PROFESSIONAL EMPLOYEES’ INTERNATIONAL
UNION (the “Union”)

Re: Joint Committee on Gainsharing - Terms of Reference

The Parties hereby agree to pursue gainsharing under the following terms and conditions:

1. The parties recognize there may be operational efficiencies, not directly related to amendments to the Collective Agreement, which may be gained through a cooperative approach to organizational analysis and change. The parties agree to provide broad support for changes and initiatives that are likely to generate these efficiencies.
2. The Union and the College will each appoint three (3) members to an equal-representation, Joint Committee on Gainsharing, (the “JCOG”) to:
 - a. Generate, examine and initiate changes, initiatives and programs that are capable of generating service and/or productivity improvements that will attract a justified portion of the up to 1% gainsharing payments and salary increase that will be available under the April 1, 1998 – March 31, 2001 Collective Agreement.
 - b. Establish the substantial share of the gains that derive from real productivity and service improvements that will accrue to each Party.
3. The JCOG will meet within 90 days of ratification of the Agreement and as often as it deems necessary thereafter and endeavor in good faith to produce a written, comprehensive Gainsharing Plan founded upon the savings generated by cost-effective client service, training and development, technological and/or business process improvements.
4. The payments of targeted gainsharing amounts, or portions thereof, are subject to the following:
 - a. The production of an agreed Gainsharing Plan prior to the expiry of the Collective Agreement.
 - b. Ratification of the Gainsharing Plan by each Party’s principals, and

c. The realization of all or a portion of the gains described in the Gainsharing Plan.

SIGNED this 7th day of December, 1998:

Sheila Banks
For the Office & Professional Employees'
International Union (Local 378)

Valerie Cochran
For Capilano College

LETTER OF UNDERSTANDING

BETWEEN:

CAPILANO COLLEGE (the “College”)

AND:

OFFICE AND PROFESSIONAL EMPLOYEES’ INTERNATIONAL
UNION (the “Union”)

Re: Parking

The College agrees to freeze the cost of parking at the College at current rates as at August 5, 1998, for the duration of the Collective Agreement.

SIGNED this 6th day of August, 1998:

Sheila Banks
For the Office & Professional Employees’
International Union (Local 378)

Valerie Cochran
For Capilano College

LETTER OF UNDERSTANDING

BETWEEN:

CAPILANO COLLEGE (the “College”)

AND:

OFFICE AND PROFESSIONAL EMPLOYEES’ INTERNATIONAL
UNION (the “Union”)

Re: Workload – Letter of Understanding

The College agrees that it will establish the Joint Workload Review Committee within 90 days of ratification of the Collective Agreement. The Committee will undertake a workload survey of all employees to highlight areas of concern. After the survey has been completed, the Committee will meet to prepare a procedure for adjudicating workload complaints. The procedure will ensure that the onus will be on the Committee to investigate an employee’s complaint. Employees are strongly encouraged to co-operate with the Committee in its investigation.

SIGNED this 10th day of September, 1998:

Sheila Banks
For the Office & Professional Employees’
International Union (Local 378)

Valerie Cochran
For Capilano College

LETTER OF UNDERSTANDING

BETWEEN:

CAPILANO COLLEGE (the "College")

AND:

OFFICE AND PROFESSIONAL EMPLOYEES' INTERNATIONAL
UNION (the "Union")

**Re: Implementation of Computerized Human Resources Information Systems
Database**

The College agrees to provide the Union with the following information upon implementation of the HRIS database:

- a) A list of all bargaining unit positions, such lists to contain the following information: position, position number, incumbent, employee category and hours of work. Thereafter, the College will provide a complete listing annually by January 15th of each year.
- b) The College also agrees that "Position Number" will be added to the Personnel Hiring Form and Article 9.09 will be amended accordingly.
- c) The College also agrees that "Position Number" will be added to job posting information and that Article 25.02(b) will be amended accordingly.

SIGNED this 6th day of August, 1998:

Sheila Banks
For the Office & Professional Employees'
International Union (Local 378)

Valerie Cochran
For Capilano College

LETTER OF UNDERSTANDING

BETWEEN:

CAPILANO COLLEGE (the "College")

AND:

OFFICE AND PROFESSIONAL EMPLOYEES' INTERNATIONAL
UNION (the "Union")

Re: Equity Funds

It is agreed that the College and the Union will work together to determine if the College is eligible to access equity funding during the currency of this Agreement. A joint proposal will be developed and submitted to the Post Secondary Employers' Association (PSEA) if it is determined that equity funding is available to the College. Once PSEA approves the proposal it will be forwarded to the Public Sector Employers' Council for final approval.

SIGNED this 3rd day of December, 1998:

Sheila Banks
For the Office & Professional Employees'
International Union (Local 378)

Valerie Cochran
For Capilano College

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