

TABLE OF CONTENTS

ARTICLE 1 - GENERAL PURPOSE

- 1.01 PURPOSE
- 1.02 REPRESENTATION / OTHER AGREEMENTS

ARTICLE 2 - RECOGNITION

- 2.01 BARGAINING UNIT
- 2.02 MANAGEMENT RIGHTS

ARTICLE 3 - DEFINITIONS

- 3.01 EMPLOYEE
- 3.02 FULL-TIME EMPLOYEE
- 3.03 PART-TIME EMPLOYEE
- 3.04 REGULAR EMPLOYEE
- 3.05 SEASONAL EMPLOYEE
- 3.06 SPECIAL EMPLOYEE
- 3.07 CASUAL EMPLOYEE
- 3.08 PROBATIONARY PERIOD
- 3.09 WORK PERFORMED UNDER GOVERNMENT AND FOUNDATION GRANTS
- 3.10 JOB RELATED KNOWLEDGE

ARTICLE 4 - NO DISCRIMINATION

- 4.01 HUMAN RIGHTS
- 4.02 UNION ACTIVITY

ARTICLE 5 - UNION MEMBERSHIP AND SECURITY

- 5.01 EMPLOYEES AT DATE OF CERTIFICATION
- 5.02 NEW EMPLOYEES
- 5.03 CHANGE IN STATUS

ARTICLE 6 - UNION DUES AND DEDUCTIONS

- 6.01 UNION DUES
- 6.02 DEDUCTION OF DUES
- 6.03 UNION ADVISES COLLEGE
- 6.04 COLLEGE INDEMNITY
- 6.05 DUES ASSIGNMENT REVOKED

ARTICLE 7 - UNION RIGHTS AND ACTIVITY

- 7.01 RECOGNITION OF SHOP STEWARDS
- 7.02 CONTACTING AT WORK
- 7.03 TIME-OFF FOR UNION BUSINESS AND ACTIVITIES
- 7.04 RIGHT TO REFUSE TO CROSS PICKET LINES
- 7.05 MEETINGS CALLED BY THE COLLEGE
- 7.06 USE OF COLLEGE ROOMS

- 7.07 NOTIFICATION BY THE UNION
- 7.08 EMPLOYEE ORIENTATION
- 7.09 UNION - COLLEGE RELATIONS

ARTICLE 8 - POSITION DESCRIPTIONS AND CLASSIFICATION PROCEDURES

- 8.01 POSITION TITLE DETERMINATION
- 8.02 POSITION CLASSIFICATIONS
- 8.03 POSITION RECLASSIFICATIONS
- 8.04 RESOLUTION OF POSITION CLASSIFICATION DISPUTES
- 8.05 NEW POSITIONS
- 8.06 SALARIES FOR NEW POSITIONS
- 8.07 JOB DESCRIPTIONS

ARTICLE 9 - PROMOTION, TRANSFERS AND STAFF CHANGES

- 9.01 JOB POSTINGS
- 9.02 PROMOTIONS
- 9.03 FAMILIARIZATION PERIOD ON PROMOTION
- 9.04 FAMILIARIZATION PERIOD ON TRANSFER
- 9.05 WRITTEN INFORMATION TO EMPLOYEES
- 9.06 WRITTEN REASON

ARTICLE 10 - SENIORITY

- 10.01 SENIORITY DEFINED
- 10.02 SENIORITY LISTS
- 10.03 ACCUMULATION OF SENIORITY
- 10.04 ACCRUED SENIORITY DURING APPROVED LEAVES
- 10.05 LOSS OF SENIORITY
- 10.06 RECALL
- 10.07 RECALL PROCEDURE
- 10.08 RECALL PROVISIONS

ARTICLE 11 - LAYOFF

- 11.01 LAY-OFF CONSULTATION PROCEDURE
- 11.02 LAY-OFF PROCEDURE
- 11.03 LAY-OFF PROVISIONS

ARTICLE 12 - RESIGNATIONS

- 12.01 RESIGNATION NOTICE
- 12.02 ABSENCE WITHOUT LEAVE
- 12.03 FAILURE TO REPORT FOR DUTY

ARTICLE 13 - HOURS OF WORK

- 13.01 STANDARD WORK DAY AND STANDARD WORK WEEK
- 13.02 MODIFIED WORK WEEK

- 13.03 RELIEF PERIODS
- 13.04 WORK WEEK DEFINITION
- 13.05 REGULAR WORK WEEK AND WORK DAY
- 13.06 SPLIT SHIFTS
- 13.07 POSTING OF SHIFT SCHEDULES
- 13.08 SHORT CHANGEOVER

ARTICLE 14 - OVERTIME

- 14.01 DEFINITION
- 14.02 RIGHT TO REFUSE OVERTIME
- 14.03 OVERTIME COMPENSATION
- 14.04 CALL OUT PROVISIONS
- 14.05 OVERTIME MINIMUM
- 14.06 OVERTIME BREAKS

ARTICLE 15 - DISCHARGE, SUSPENSION AND DISCIPLINE

- 15.02 RIGHT TO SHOP STEWARD REPRESENTATION
- 15.03 RIGHT TO GRIEVE
- 15.04 UNJUST CAUSE
- 15.05 PERSONNEL FILES

ARTICLE 16 - ADJUSTMENT OF COMPLAINTS

- 16.01 GRIEVANCE PROCEDURE
- 16.02 TIME OFF
- 16.03 WAIVER OF TIME LIMITS
- 16.04 FAILURE TO COMPLY WITH TIME LIMITS
- 16.05 COMMITTEES
- 16.06 GRIEVANCE STEPS
- 16.07 COLLEGE GRIEVANCE
- 16.08 EARLY INTERVENTION
- 16.09 ARBITRATION

ARTICLE 17 - CAREER DEVELOPMENT

- 17.01 PURPOSE OF CAREER DEVELOPMENT AND ON-THE-JOB-TRAINING
- 17.02 TRAINING LEAVE
- 17.03 SUPPORT FOR JOB RELATED TRAINING AT CNC
- 17.04 COLLEGE COURSES
- 17.05 SKILLS DEVELOPMENT

ARTICLE 18 - STATUTORY HOLIDAYS

- 18.01 PAID STATUTORY HOLIDAYS
- 18.02 HOLIDAYS FALLING ON A SATURDAY OR SUNDAY
- 18.03 EMPLOYEES REQUIRED TO WORK ON A PAID HOLIDAY
- 18.04 PAID HOLIDAY DURING VACATIONS

18.05 PAYMENT FOR STATUTORY HOLIDAYS

18.06 COLLEGE HOLIDAY

ARTICLE 19 - VACATIONS

19.01 ANNUAL VACATION ENTITLEMENT

19.02 VACATION SCHEDULING

19.03 PAY CHEQUES

19.04 NO TERMINATION, LAY-OFF OR LOSS OF SENIORITY

ARTICLE 20 - SICK LEAVE

20.01 NOTIFICATION, PROOF OF ILLNESS, AND FAMILY SICK LEAVE

20.02 SICK LEAVE ALLOTMENT

20.03 SICK LEAVE PAYMENT

20.04 CONVERSION

20.05 LONG TERM ILLNESS

20.06 STATUS REPORT

20.07 OCCUPATIONAL DISABILITY

20.08 RETIREMENT PAYOUT

ARTICLE 21- BEREAVEMENT AND OTHER LEAVE

21.01 BEREAVEMENT LEAVE

21.02 LEAVE FOR COURT APPEARANCES

21.03 ELECTIONS

21.04 GENERAL LEAVE

21.05 EXCHANGE LEAVE

21.06 POLITICAL LEAVE OF ABSENCE

ARTICLE 22 - MATERNITY/LEGAL ADOPTION LEAVE

22.01 MATERNITY/LEGAL ADOPTION LEAVE

22.02 EXTENSION OF MATERNITY/LEGAL ADOPTION LEAVE

ARTICLE 23 - SAFETY AND HEALTH

23.01 CONDITIONS

23.02 PROTECTIVE CLOTHING

23.03 MAINTENANCE OF WORK CLOTHING

23.04 SAFETY

ARTICLE 24 - TECHNOLOGICAL CHANGE

24.01 DEFINITION OF TECHNOLOGICAL CHANGE

24.02 NOTICE

24.03 RETRAINING/JOB SECURITY

ARTICLE 25 - SALARIES

25.01 SALARIES

25.02 SALARY RANGE STEP ADJUSTMENT

25.03 RATE OF PAY ON PROMOTION/TRANSFER

25.04 ANNIVERSARY DATE

25.05 LEAVE OF ABSENCE WITHOUT PAY

25.06 ACTING POSITIONS

25.07 SALARY OVERPAYMENTS

25.08 SHIFT DIFFERENTIAL

ARTICLE 26 - FRINGE BENEFITS

26.01 FRINGE BENEFITS FOR FULL-TIME EMPLOYEES

26.02 FRINGE BENEFITS FOR PART-TIME EMPLOYEES

26.03 EMPLOYEE AND FAMILY ASSISTANCE PROGRAM

26.04 COVERAGE REQUIRED BY LAW

26.05 EMPLOYEE'S RESPONSIBILITY FOR BENEFIT COVERAGE

26.06 MOVING EXPENSES

ARTICLE 27 - GENERAL CONDITIONS

27.01 PYRAMIDING

27.02 EMPLOYEE APPOINTMENTS

27.03 MODIFICATION OF AGREEMENT

27.04 CONTRACTING OUT

27.05 INDEMNITY

ARTICLE 28 - DURATION OF AGREEMENT

28.01 TERM OF AGREEMENT

28.02 CONTINUATION OF PRESENT AGREEMENT

28.03 NO STRIKES OR LOCKOUTS

LETTER OF AGREEMENT RE: College Security

LETTER OF AGREEMENT RE: ARTICLE 3.09 WORK PERFORMED UNDER GOVERNMENT AND FOUNDATION GRANTS

LETTER OF UNDERSTANDING RE: INTRODUCTION OF DEGREE-COMPLETION PROGRAMS AND COLLEGE EXPANSION

LETTER OF UNDERSTANDING RE: Performance Evaluation

LETTER OF AGREEMENT RE: Financial Aid Position

LETTER OF AGREEMENT RE: College Orientation Program

LETTER OF AGREEMENT RE: Job Descriptions & Classifications

APPENDIX "A" SUPPORT STAFF

APPENDIX "A" CLERICAL STAFF

SALARY SCHEDULE A - POSITIONS NOT AFFECTED BY PAY EQUITY

SALARY SCHEDULE B - POSITIONS AFFECTED BY PAY EQUITY

APPENDIX B - MEMORANDUM OF UNDERSTANDING

ARTICLE 1 - GENERAL PURPOSE

1.01 PURPOSE

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 employees to the benefit of both parties. The College and the Union will endeavour to ensure that all employees are treated in a dignified and respectful manner.

1.02 REPRESENTATION / OTHER AGREEMENTS

An Employee or group of Employees within the Union Certification shall not undertake to represent the Union at meetings with the College without the proper authorization of the Union. The College shall not undertake to bargain or enter into any agreement with an individual employee or group of employees. The College shall transact business related to its membership through the Union Standing Committee.

ARTICLE 2 - RECOGNITION

2.01 BARGAINING UNIT

The College recognizes Local 29, Pulp, Paper and Woodworkers of Canada as the sole bargaining agent representing all employees as defined in the certification from the Industrial Relations Council. (Original certification issued by the Labour Relations Board on July 8th, 1982).

2.02 MANAGEMENT RIGHTS

The Union recognizes and agrees that except as specifically abridged, delegated, granted or modified by this Agreement, all the rights, powers and authority the College had prior to the signing of any Agreement between the Union and the College are retained solely and exclusively by the College and remain without limitation within the rights of management.

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, sanction 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.

ARTICLE 3 - DEFINITIONS

3.01 EMPLOYEE

"Employee" shall mean any person employed by the College who is covered by the bargaining unit as determined in Article 2.

3.02 FULL-TIME EMPLOYEE

A full-time employee shall mean any employee who normally works a regular work week of thirty-five (35) hours per week as defined in Article 13 (Hours of Work). Such employees will be paid by the month.

3.03 PART-TIME EMPLOYEE

A part-time employee shall mean any employee who normally works less than thirty-five (35) hours per week. Such employees will be paid by the hour.

3.04 REGULAR EMPLOYEE

Regular employee shall mean an employee who is appointed to a continuing position.

3.05 SEASONAL EMPLOYEE

a. Seasonal employee shall mean an employee whose appointment is created due to seasonal requirements for a period not exceeding ten (10) calendar months in duration.

b. It is understood that employees on seasonal appointments will have the right to return to the same position or if that position becomes redundant then the seniority of an affected employee will be taken into consideration for other seasonal vacancies providing he/she has the necessary qualifications, skills and ability at the commencement of the next seasonal requirement or suitable vacancy, as appropriate, providing this occurs within six (6) months of termination. Article 11.02 (Lay-off) will apply to employees on seasonal appointments during the term of the seasonal appointment. With the exception of the seasonal right to return outlined herein, the collective agreement will not apply to employees after completion of the specified term of the seasonal appointment. Completion of a seasonal appointment shall not constitute lay-off.

c. An employee on a seasonal appointment shall be granted vacation with pay on the following basis:

- (i) 1.25 days per month from anniversary date (25.04) to month 48 inclusive,
- (ii) 1.67 days per month from month 49 to 96 inclusive,
- (iii) 2.08 days per month from month 97 onwards.
- (iv) 2.50 days per month from month 156 onwards.

All vacation times must have the prior written permission of the Department Head. It is recognized that seasonal appointees will normally schedule their vacation at those times when their services are not required.

d. An employee on seasonal appointment shall receive those fringe benefits as outlined in Articles 26.01, 26.02 (subject to Carrier Conditions), 26.03 and 26.04.

e. For those seasonal appointees employed for a term exceeding nine (9) months and whose normal work week is thirty (30) hours or more, vacation shall be calculated based on the term of the appointment times the applicable rate, and may be taken at any time throughout the appointment (subject to 3.05 (c)). It is understood that should the employee resign prior to the appointment termination, they will repay any unearned time that has been taken. The parties agree that this clause will constitute the written assignment required of the employee for repayment.

3.06 SPECIAL EMPLOYEE

a. Special employees are appointed to fill:

i. a replacement need necessitated by a leave of absence and for the period of that leave (leaves as defined in Articles 7.03 (Union Leave), 17 (Career Development), 20 (Sick Leave), 21 (Bereavement and Other Leave), 22 (Maternity/Legal Adoption), and 25.05 (Leave of Absence Without Pay));

ii. positions funded through special government grants.
 Appointments created through government grants shall not exceed ten (10) consecutive calendar months in duration except in circumstances where the contract has been extended for the benefit of the program and then may only be extended for up to an additional two (2) months for a maximum total of twelve (12) consecutive months. The College shall notify the Union of such circumstances and shall provide details of the extension which will include an end date.

b. Article 11.02 (Lay-Off) will apply to employees on special appointments during the term of the special appointment. The collective agreement will not apply to employees after completion of the specified term of the special appointment. Completion of a special appointment shall not constitute lay-off.

c. An employee on special appointment shall receive those fringe benefits as outlined in Articles 26.01, 26.02 (subject to Carrier Conditions) 26.03 and 26.04.*

d. An employee on a special appointment shall accrue vacation pay on the following basis:

(i) 6% to 48 cumulative months inclusive,

(ii) 8% from month 49 to 96 cumulative months inclusive,

(iii) 10% from cumulative month 97 onward.

(iv) 12% from cumulative month 156 onward.

e. For those special appointees employed for a term exceeding nine (9) months and whose normal work week is thirty (30) hours or more, vacation shall be calculated based on the term of the appointment times the applicable rate, and may be taken at any time throughout the appointment (subject to 3.06 (d)). It is understood that should the employee resign prior to the appointment termination, they will repay any unearned time that has been taken.

The parties agree that this clause will constitute the written assignment required of the employee for repayment. All vacation times must have the prior written permission of the Department Head. It is recognized that special appointees will normally schedule their vacation at those times when their services

are not required.

f. Effective August 1, 1993 a special employee who has received two (2) consecutive (not running concurrently) appointments of six (6) months or more in duration and who receives a third appointment shall carry forward to any subsequent appointments, separated by six (6) months or less, sick days accrued during the third and subsequent appointments.

3.07 CASUAL EMPLOYEE

- a. A Casual Employee shall mean an employee with an anticipated period of employment of less than three (3) calendar months.
- b. An employee on a casual appointment shall receive vacation pay at the rate of 4% and only those fringe benefits guaranteed by law. Articles 10.06, 10.07, and 10.08 (Recall) shall not apply to these employees.

3.08 PROBATIONARY PERIOD

- a. On each new appointment (except as described in 9.03 (Promotion) and 9.04 (Transfer)), every employee shall serve a trial period of employment for the College to determine the employee's suitability in the performance of the employee's job.

Each new employee will be hired, on a three (3) consecutive calendar month probation basis during which period serious effort will be made by the supervisor to orientate the employee to the job and the College. It is understood that an employee on probation will have recourse to the grievance procedure after completing the first thirty (30) calendar days of said probationary period.

A progress report will be issued after 45 days. At the end of the probationary period, the employee's work record and general adaptability to the College's working conditions will be evaluated, in writing, and will state whether continuation of employment will occur. Failure of the employee to perform the job to the satisfaction of the College shall be just cause for discharge.

The probationary period may be extended by mutual agreement of the College and the Union. The reasons for extending the probationary period must be related to the performance of the employee in the job and must be given to the employee and the Union.

- b. Article 11.03 (Lay-Off Provisions) shall not be applicable to employees during their probationary period.

3.09 WORK PERFORMED UNDER GOVERNMENT AND FOUNDATION GRANTS

The Union recognizes and agrees that from time to time during the term of this Agreement there will be work projects conducted within the College by persons who will not be members of the Union. These projects must be separately and specifically funded by government and/or foundation grants and shall not be deemed part of the affairs or operations of the College to which this Agreement applies.

The College agrees to provide the Union with a copy of all approved departmental submissions in regard to government and foundation grants prior to the program implementation, where possible.

The College agrees that such persons involved in these projects shall not be utilized to replace members of the bargaining unit. It is further agreed that these projects shall not be used to postpone or prevent the establishment of new positions by the College, nor to postpone or prevent an existing regular part-time position from becoming a full-time position.

3.10 JOB RELATED KNOWLEDGE

For the purposes of this agreement, job-related knowledge shall mean the knowledge of relevant job functions as opposed to the knowledge of specific job duties.

ARTICLE 4 - NO DISCRIMINATION

4.01 HUMAN RIGHTS

The College and the Union agree to subscribe to the principles of the Human Rights Code of British Columbia.

The College further agrees that there will be no discrimination against an employee by reason of family relationships to other employees, except where relationships such as marriage or other family relationships are deemed to be potentially detrimental to the College. (For example, where detrimental fiscal or policy collusion could occur, or where confidentiality could be compromised.)

4.02 UNION ACTIVITY

The College will not discriminate against any employee because of Union membership or Union activity or for the exercise of rights provided for in this Agreement and as covered by the Labour Relations Code of British Columbia, except as herein specifically excluded by mutual agreement.

ARTICLE 5 - UNION MEMBERSHIP AND SECURITY

5.01 EMPLOYEES AT DATE OF CERTIFICATION

All persons within the bargaining unit of the Union as of October 26, 1976 who were members of the Union on or before that date shall remain members of the Union as a condition of continuing employment.

All persons within the bargaining unit who are not members of the Union at the date of certification may become members of the Union if they want to, but shall not be required to become members.

The College shall not issue any policies or procedures affecting the Union, or Union membership, which contravene these Articles of Agreement.

5.02 NEW EMPLOYEES

All employees to whom this Agreement is applicable, shall, as a condition of employment, become members of the Union upon completion of thirty (30) days of employment.

5.03 CHANGE IN STATUS

The College agrees to notify the Union in writing, once a month, of the name, position, department, classification and step of each employee who is hired, promoted, transferred, recalled, on Long Term Disability, on Leave Without Pay or resigns.

The College also agrees to notify the Union, once per month, of the name, position, department, and estimated hours of each new appointment of an employee who is not a full-time regular employee.

The College agrees to provide the Union with a copy of the employee's written notification of suspension or termination within five (5) working days of the notification of the change in status. The copy shall state the employee's name,

position and department.

ARTICLE 6 - UNION DUES AND DEDUCTIONS

6.01 UNION DUES

The College shall deduct, as a condition of employment, from the wages or salary of each employee, the initiation fee and the amount of the regular monthly dues as advised in writing by the Union, upon receipt of a written assignment for that purpose from the employee.

The College shall require all new employees, at the time of hiring, to execute an assignment of wages for Union dues in duplicate, the forms to be supplied by the Union, and will forward one copy to the Union within five (5) working days of execution.

For employees whose period of employment is expected to be less than thirty (30) days, the College will deduct Union dues provided that the employee's authorization is received from the Union in time for the dues to be deducted from the employee's wage payment.

6.02 DEDUCTION OF DUES

The College shall begin the deduction of monthly dues from the first pay to which the employee is entitled following the employee's authorization. The College shall remit the dues deducted pursuant to such assignment (until and unless the said assignment is revoked in writing by the employee) to the local Union named therein not less often than once each month, with a written statement of names of employees for whom the deductions were made and the amount of each deduction. The College shall remit the said dues no later than the end of the following month.

6.03 UNION ADVISES COLLEGE

The Union shall advise the College in writing of all dues and assessments required by the Union, and of any changes which may arise from time to time in connection with such dues and assessments.

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

6.04 COLLEGE INDEMNITY

The Union shall indemnify the College and hold it harmless against any and all suits, claims, demands and liability 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 in this Article.

6.05 DUES ASSIGNMENT REVOKED

The Union agrees that should an employee revoke the assignment, the College must forthwith cease to make such deductions, and that any further action to be taken by the College in consequence with such revocation shall be taken only by the written instructions of the Union. The College shall provide the Union with a copy of any revocation of authorization received, without delay.

ARTICLE 7 - UNION RIGHTS AND ACTIVITY**7.01 RECOGNITION OF SHOP STEWARDS**

The College recognizes Stewards elected by the Union and shall not discriminate against such Stewards for carrying out the duties properly assigned to that position. The maximum number of Stewards to be recognized by the College shall be based on the ratio of one (1) Steward for each ten (10) members or major portion thereof of the bargaining unit. The College and the Union may, by mutual agreement, increase the number of Stewards for a specified time period after having reviewed geographical and operational considerations.

7.02 CONTACTING AT WORK

The authorized Stewards of the Union shall have the right to contact employees at work on matters respecting this Agreement and its administration, providing such contact does not unduly interfere with normal College operations. Union representatives will request permission of the supervisor of the department being entered for the purpose of contacting employees and will also advise time of departure, (except when the supervisor is unavailable for consultation).

7.03 TIME-OFF FOR UNION BUSINESS AND ACTIVITIES

Leaves of absence without loss of seniority are to be granted, in all cases subject to the requirements of the College to operate and manage its affairs:

a. without pay to 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 at least ten (10) working days in advance of the start date of the leave requested and naming employees for whom the request applies;

b. without pay to 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 at least ten (10) working days in advance of the start date of the leave requested and naming the employees for whom the request applies;

c. without pay to employees who are representatives of the Union's bargaining committee when requested in writing by the Union at least ten (10) working days in advance of the start date of the leave requested and naming the employees for whom the request applies;

d. with pay to named and recognized Stewards to perform duties as may be necessary for the administration of this Agreement, subject to 7.02 above;

e. with pay to the President of the Union to consult with management for the purpose of the administration of this Agreement;

f. without pay, for a period of up to one (1) year, when requested by employees who have been elected to a full-time office or position in the Union.

g. where Union meetings interfere with the employee's regular hours of work, and an employee requests time off with pay to attend such Union meetings, the request shall be granted provided such time off does not interfere with normal College operations. Wherever possible, the Union will provide fourteen (14) days notice of such meetings to the College, and limit meetings to one (1) hour. Time off in accordance with this clause shall not be granted more than once per month.

h. leave of absence shall be granted, in all cases subject to the requirements of the College, with pay to three (3) employees who are representatives of the Union bargaining committee to leave their employment to carry on negotiations with the College, where such negotiations occur during regular scheduled working hours of the employees concerned, when requested in writing by the Union naming the employees for whom the request applies.

i. the Union at the time of Local #29 elections, will inform the College of the National Executive Board Member and alternate. The College will, within ten days of notification, inform the Union of the times of year when it would be difficult to manage and operate its affairs if a leave of absence were granted to the Board Member. The Union agrees to make every effort to schedule meetings of the National Executive Board at times other than those identified as being difficult for the College. The College agrees to make every effort to approve a leave of absence for the National Executive Board Member, or alternate, to attend five union meetings a year.

7.04 RIGHT TO REFUSE TO CROSS PICKET LINES

All employees covered by this Agreement shall have the right to refuse to cross a legal picket line arising out of a dispute as defined in the Labour Relations Code of British Columbia. Any employee refusing to cross such a picket line shall not be reprimanded, penalized, or dismissed for such refusal.

Employees will not receive pay or benefits for time not worked in exercising these rights, nor pay for statutory holidays. Benefit coverage will be continued (subject to Carrier conditions) and the Union agrees to reimburse the College for the full premium costs.

If an employee is apprehensive for personal safety, there shall not be any reprimand, penalty or dismissal for failing to cross an illegal picket line.

Failure to cross a picket line while carrying out College business away from the

College shall not be considered a violation of this Agreement or be grounds for disciplinary action or loss of pay.

7.05 MEETINGS CALLED BY THE COLLEGE

The time required to attend meetings called by the College during an employee's regular working hours shall be considered part of the employees's scheduled work. Where attendance at such meetings is mandatory and the meetings are outside an employee's normal working hours, applicable overtime rates shall apply. An employee who sits on Academic Council shall have their work week reduced by the number of hours spent past the employees regular scheduled hours.

7.06 USE OF COLLEGE ROOMS

The College shall allow the Union to book College rooms without charge in accordance with the regular booking procedure of the College, for meetings of Union committees and the general membership, etc.

7.07 NOTIFICATION BY THE UNION

The Union shall notify the College, in writing, within five (5) working days of election of the names of the local executives, chief steward, and stewards. The names of members serving on a Union Standing Committee shall be submitted as far in advance of meeting dates as possible.

7.08 EMPLOYEE ORIENTATION

The College agrees to distribute a copy of this Agreement and Benefit Package free of charge to all employees employed under the terms of this Agreement. In addition, the College agrees to inform new employees that an Agreement between the parties is in effect and to present a copy of the Agreement and a list of Shop Stewards with their written notification of appointment.

The Union agrees to acquaint new employees with the benefits and duties of Union membership and the employee's responsibilities and obligations to the College and the Union (as provided for in Article 7.02).

7.09 UNION - COLLEGE RELATIONS

The Union and the College recognize the mutual value of ongoing joint discussions on matters pertaining to working conditions, employment, employee classifications, services and labour-management relations. To this end, the Union executive and

management agree that in the event either party wishes to call a meeting under this clause, the meeting shall be held at a time and place fixed mutually. However, such a meeting will be held not later than ten (10) working days after the request has been received.

ARTICLE 8 - POSITION DESCRIPTIONS AND CLASSIFICATION PROCEDURES

8.01 POSITION TITLE DETERMINATION

For the purpose of salary administration, position titles will be determined by the College within position classifications. (See also 8.02 and 8.03).

8.02 POSITION CLASSIFICATIONS

The job title of any specific position is contained within more broadly defined position classifications which shall be designated by a classification title and salary grouping as identified in Appendix A of this Agreement.

The College agrees to provide the Union, within thirty (30) days, a copy of all new classifications resulting from the creation of new positions.

8.03 POSITION RECLASSIFICATIONS

In the event that the College amends the duties and responsibilities of a position in any manner such as to cause the position to be changed to a different position classification, the position shall be deemed to have been reclassified. The College shall notify the Union of all position reclassifications falling within the bargaining unit, at the time of implementation. If the parties cannot agree within five (5) days of the College's notice, on the salary grouping for the reclassified position, Article 8.04 shall apply. Adjustments to incumbent's salaries shall be effected by the College upon date of implementation.

8.04 RESOLUTION OF POSITION CLASSIFICATION DISPUTES

Requests for reclassification may originate with the employee, the Union, or the College. Requests should be made in writing to the Human Resources Department, with a copy to the appropriate Department Head and the Union. A response acknowledging the request will be made within five (5) working days from the date of the request.

It is agreed that the reclassification procedure will be completed and a written decision given to the employee and the Union within 30 working days of the date of acknowledgement. With regard to any dispute arising from the College's evaluation of a position, the parties agree that a College Representative and a Union Representative will be allowed ten (10) working days from the date of notification to the Union of a position reclassification decision to try and resolve the dispute before it is referred to step 3 of the grievance and arbitration procedure of the Collective Agreement.

For the purposes of Article 8 only, the parties agree that the Employee or the Union, with respect to an individual position, will have the right to grieve the decision on the reclassification.

8.05 NEW POSITIONS

A description of all new positions created within the bargaining unit (2.01) will be forwarded to the Union ten (10) working days in advance of implementation of Article 8.06. The applicable position classification information and criteria including the duties and responsibilities of the position, required qualifications, required knowledge and skills, proposed shifts, and proposed wages and salary classifications shall be included in this notice.

If the parties cannot agree within ten (10) working days notice of the new position, the College may fill the position and establish a salary group for it, and the position may be filled and worked pending the agreement of the parties or the decision of the Labour Relations Board, as the case may be.

8.06 SALARIES FOR NEW POSITIONS

Where the parties agree or the Labour Relations Board decides that a new position is included within the unit, a classification for the new position will be discussed. If the parties cannot agree within the ten (10) working days referred to in Article 8.05 on a classification applicable to the position, Article 8.04 shall apply.

8.07 JOB DESCRIPTIONS

New employees will receive a copy of their job description with their appointment package.

Upon request, employees, or the Union, will receive a copy of their job description within ten (10) working days.

Copies of amended job descriptions will be provided to the employee and the Union within ten (10) working days of an official change in a job description.

ARTICLE 9 - PROMOTION, TRANSFERS AND STAFF CHANGES

9.01 JOB POSTINGS

a. Job vacancies will be filled with qualified applicants having regard to the necessary job-related knowledge, (Article 3.10), skills, seniority and abilities for the position as prime consideration. A deficiency in job-related knowledge shall not, by itself, eliminate a qualified applicant from consideration. Where qualifications are considered to be relatively equal by the College, the position will be awarded to the senior applicant within the bargaining unit.

All job vacancies (except recalls from lay-offs) where the anticipated term of employment is greater than three (3) months shall be posted on the College's bulletin boards for a minimum period of six working days. The appearance of the advertisements outside the College, should the College deem outside advertising advisable, shall not be in advance of an internal posting.

When a job in a given * department is vacant, the job has been posted, and not more than ninety (90) days has elapsed since the closing date of the posting, it is not necessary for the College to repost. Selection may be made from the previous or last posting at the discretion of the College.

b. A copy of the job posting notice shall be sent to the Union. The notice shall identify the duties and responsibilities of the position, the qualifications, knowledge and skills required by the job, and classification and wage rate.

9.02 PROMOTIONS

Where an eligible applicant disagrees with the College's judgement, the applicant or the Union shall have the right to grieve the decision in accordance with Article 16.06 (Grievance Steps).

For the purpose of grievance only, under this article an "eligible applicant" is defined as anyone who has successfully completed the probationary period as set forth in

Article 3.08.

9.03 FAMILIARIZATION PERIOD ON PROMOTION

When promoted, the employee shall be in a familiarization period of one (1) month. At the discretion of the College, the familiarization period may be extended in one (1) month increments for no longer than two (2) additional months. If the employee should find the job unsatisfactory or is unable to meet the job requirements to the satisfaction of the College, the employee shall be returned to his/her former position or to another position with no loss of their former salary.

9.04 FAMILIARIZATION PERIOD ON TRANSFER

When transferred, the employee shall be in a familiarization period of one (1) month. At the discretion of the College, the familiarization period may be extended in one (1) month increments for no longer than two (2) additional months. If the employee should find the job unsatisfactory or is unable to meet the job requirements to the satisfaction of the College, the employee shall be returned to his/her former position or to another position with no loss of their former salary.

9.05 WRITTEN INFORMATION TO EMPLOYEES

Employees who are promoted or transferred as a result of posted vacancies shall receive:

- a. written job descriptions of the position,
- b. written notice as to any conditions attached to the promotion or transfer and as to whom the employee's supervisor will be.

9.06 WRITTEN REASON

An employee who has not been accepted for a promotion or transfer shall receive from the Human Resources Department a verbal reason for the rejection, including an outline of the areas in which he/she was not qualified. Upon request by the employee, the reason(s) for the rejection shall be given in writing within five (5) working days of the date of request.

An employee who does not possess the required formal qualifications or skills for a position shall be given advice and an opportunity (per 17.05) to upgrade their skills in order to qualify for future vacancies, if this can be accomplished within a reasonable period of time.

ARTICLE 10 - SENIORITY

10.01 SENIORITY DEFINED

The College recognizes the principles of seniority in the administration of lay-offs and recalls. Service seniority is defined as total length of service with the College as an employee within the bargaining unit as defined in Article 2.01.

10.02 SENIORITY LISTS

The College shall maintain seniority lists showing the date upon which each employee's service seniority commenced. Seniority lists shall be updated each May and November with copies to be distributed to the Union.

10.03 ACCUMULATION OF SENIORITY

a. Service seniority shall be accrued by salaried employees on the basis of calendar months of service.

b. Service seniority shall be accrued by hourly paid employees by actual hours worked, to be calculated as follows:

Months of Service = Total Hours Divided by 154 rounded to the next highest month.

c. A Seasonal Employee who changes his/her status to that of a Regular Employee while employed at the College shall transfer that seniority accumulated during all previous seasonal appointments to apply to their Regular Employee status.

d. A Regular Employee who changes his/her status to that of a Seasonal Employee while employed at the college shall transfer that seniority accumulated during all previous regular appointments to apply to their Seasonal Employee status.

e. A Special Employee who changes his/her status to that of a Regular or Seasonal Employee while employed at the college shall transfer that seniority accumulated during all previous special appointments to apply to their Regular or Seasonal Employee status.

f. An employee who accepts multiple appointments shall have all hours worked in each employee category, as defined in Article 3, calculated as one person for the purpose of accruing seniority within that category to a maximum of full-time hours.

10.04 ACCRUED SENIORITY DURING APPROVED LEAVES

Regular employees shall continue to accrue seniority to a maximum of six months during an approved leave of absence, except for leaves as described in Article 21.06 (Political Leave) in which case the maximum shall be twenty-four (24) months.

Thereafter the employee's seniority shall be maintained unless lost by reason of the provision of Article 10.05.

Seasonal employees shall continue to accrue seniority to a maximum of six months during an approved leave of absence, except for leaves as described in Article 21.06 (Political Leave) in which case the maximum shall be twenty-four (24) months.

10.05 LOSS OF SENIORITY

An employee shall not lose seniority rights if he/she is absent from work because of sickness, accident, lay-off or leave of absence approved by the College, except in the following instances:

- a. He/she is discharged for just cause;
- b. He/she resigns in writing;
- c. They are on lay-off for a period in excess of six (6) months. In addition, employees with more than six years of service seniority will retain their seniority rights for a period of time equal to one (1) month for each year of service over six years. However, employees can only accrue seniority rights to a maximum total of twelve (12) months;
- d. Unless an employee signifies his/her intention to return to work within forty-eight (48) hours after being recalled, his/her name shall be passed over and unless within eight (8) working days of being recalled, he/she returns to work or gives a legitimate reason for being unable to do so, he/she will be struck off the seniority list;
- e. He/she fails to return to work upon the expiry of an approved leave of absence;
- f. An employee is transferred to or is the successful applicant for a position outside of the bargaining unit for a period in excess of six (6) months. If the period outside of the bargaining unit is less than six (6) months, he/she shall retain his/her seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. In these circumstances, an employee will lose seniority rights and be removed from the seniority list.

10.06 RECALL

Definition: a calling back to fill a vacant position within the bargaining unit as provided for in Article 10.07.

- a. Recall List: In case of lay-off an Employee Recall List shall be established. Employees shall be listed on the recall list, unless otherwise indicated by the employee in writing.

b. Employees Laidoff: An employee who has been laid-off shall expect recall to a job within the same classification providing they have the necessary job related knowledge, skills and ability for the vacant position.

c. Length of Recall: An employee shall remain on the Recall List in accordance with the provisions of Article 10.05.

d. The College will communicate with employees at the address and telephone number left with the College. A registered letter and a telephone call directed to the employee at the last address left with the Human Resources Department shall be deemed sufficient notification. In the event of failure of any communication to reach an employee because of the fact that the employee has changed his/her address and failed to advise the College, the responsibility will be the employee's.

10.07 RECALL PROCEDURE

In the event that a position becomes vacant within the College, the following procedure will be followed:

Employees on lay-off will be recalled according to service seniority, provided that they have the necessary qualifications, skills and ability for the vacant position.

An employee on lay off has the right to decline recall to a lower paying position without the loss of recall rights in accordance with Article 10.05.

10.08 RECALL PROVISIONS

When an employee is recalled from lay-off, then:

His/her previous period of employment and the lay-off period will be included for the purpose of seniority but not for wages or vacation entitlement.

He/she will be eligible for the next holiday.

An employee resigning shall sign a form stating his/her voluntary termination. By signing the form, an employee is requesting all monies to be paid and renounces all seniority and employment rights.

ARTICLE 11 - LAYOFF

11.01 LAY-OFF CONSULTATION PROCEDURE

In the event of a contemplated reduction of staff, the College shall advise the Union and shall give them the relevant information relating to the situation. The Union

will be given the opportunity to discuss and recommend possible alternatives to lay-off.

The intent of these discussions will be to ensure that priority is given to the protection of:

- a. employment with the College, or
- b. a similar position to the employee's existing position, or
- c. the employee's existing position.

11.02 LAY-OFF PROCEDURE

a. When a reduction of staff is necessary, the affected employee(s) shall be advised in person, and the following procedure shall be adopted within the department:

- 1. Employees serving a probationary period, except as described in 9.03 (Promotion) and 9.04 (Transfer), will be laid off on the basis of last hired, first laid off,
- 2. Special employees will be laid off on the basis of last hired, first laid off as special employees,
- 3. Seasonal Employees will be laid off on the basis of last hired. first laid off as Seasonal Employees.
- 4. Thereafter regular employees will be laid off on the basis of service seniority.

b. Employees serving a probationary period (except as described in Articles 9.03 (Promotion) and 9.04 (Transfer)) shall not have displacement rights.

Special/Seasonal appointment employees shall have the right to displace less senior Special/Seasonal appointment employees only, providing they have the qualifications, skills and abilities to perform the job.

Regular employees shall have the right to displace bargaining unit employees with less seniority, providing they have the qualifications, skills and abilities to perform the job.

Employees exercising their layoff rights as per this article, and who displace bargaining unit employees with less seniority;

- i) within the same classification, shall be paid at their current rate;

ii) within a lower classification, shall be paid at the step within the new classification which is closest to their current rate but will not be paid at a rate higher than the maximum for the position.

Affected employees shall have ten (10) working days from the date of lay-off notice to notify the College of their wish to exercise lay-off rights as provided by this Article.

11.03 LAY-OFF PROVISIONS

The College shall not terminate an employee without giving the employee, in writing, at least:

1. 2 weeks' notice, or pay in lieu of notice, where the employee has completed a period of employment of at least six (6) consecutive months, and
2. after the completion of a period of employment of three (3) consecutive years, one additional week's notice, and for each subsequent completed year of employment an additional week's notice up to a maximum of eight (8) weeks' notice, or pay in lieu of notice.

The College further agrees:

- a. The right of laid off personnel to contribute to benefit plans under this Agreement shall continue for the period of six (6) months. Laid off personnel will be eligible provided they meet the requirements of Articles 10.05 and 10.06. This provision is subject to Carrier conditions and with the understanding that the employee bears the full premium cost.
- b. An employee in receipt of lay-off notice may elect to take any accrued holidays prior to being considered in a lay-off status.
- c. Personnel on lay-off will not be considered College employees except for the purposes of benefit coverages described in 11.03(a) and recall rights as described in 10.05 and 10.06.

ARTICLE 12 - RESIGNATIONS

12.01 RESIGNATION NOTICE

An employee shall notify the College of his/her decision to leave the employ of the College by giving written notice ten (10) working days in advance of the effective date of resignation. The employee shall receive termination pay and benefits as provided for in this Agreement.

An employee failing to give notice without proper cause shall receive termination pay and benefits as provided in the statutes of the Province of British Columbia. No additional benefit entitlement as provided for in this Agreement shall apply.

On termination by an employee of his/her employment, the employer shall within six (6) days after the date of termination of employment pay to the employee all wages owing to him/her.

12.02 ABSENCE WITHOUT LEAVE

If an employee is absent without having notified the department head or without having a bona fide reason, such leave may be treated by the College as just cause for discipline. Repeated absence without leave shall be just cause for termination.

12.03 FAILURE TO REPORT FOR DUTY

An employee who fails to report for duty for three (3) consecutive working days without informing the College of the reason for his/her absence shall be presumed to have abandoned his/her position (see Article 12.01).

An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there was just cause for not informing the College.

If just cause can be shown, the employee may return to his/her position.

ARTICLE 13 - HOURS OF WORK

13.01 STANDARD WORK DAY AND STANDARD WORK WEEK

Except as limited or modified by this Article, the standard work day shall be seven (7) working hours per day exclusive of a meal period. The standard work week shall consist of five (5) consecutive days of work, with two (2) consecutive days off.

The parties agree that modification of the two consecutive days off per work week is permitted with the written agreement of the affected employee. This is understood to be applicable for the following job categories:

Library Assistant I
Library Assistant II
Cafeteria Assistant I, including Dishwasher, Short Order Cook
Cafeteria Cashier
Gym Clerk, Evenings

It is agreed that other job categories may be added with the mutual agreement of the parties.

13.02 MODIFIED WORK WEEK

It is agreed that the College may, for a specified period of time, introduce modified work week scheduling which shall alter the maximum number of hours worked in any standard work week provided there is acceptance by the majority of affected employee(s) in the department and provided the total hours worked bi-weekly does not exceed seventy (70) hours. Where such modified work week arrangements are mutually acceptable to the parties, restrictive overtime provisions shall be waived.

13.03 RELIEF PERIODS

An employee shall be entitled to meal and paid relief periods as follows:

- in excess of seven (7) working hours, (Article 13.02) - one meal period of no more than one (1) hour, and two (2) twenty (20) minute breaks,
- in excess of six (6) and up to seven (7) working hours - one meal period of no less than thirty (30) minutes and no more than one (1) hour, and two (2) fifteen (15) minute breaks,
- in excess of five (5) and up to six (6) working hours - one meal period of thirty (30) minutes, and two (2) fifteen (15) minute breaks,
- in excess of four (4) and up to five (5) working hours - one meal period of thirty (30) minutes, and one (1) fifteen (15) minute break, up to four (4) working hours - one (1) fifteen (15) minute break.

Providing the departmental requirements are met, the time of the meal break shall be at the employee's convenience. In departments where complex scheduling is required, the department head or designate will make the schedule for meal and paid relief periods after the employees have submitted their preferences. If an employee is required by the College to remain at the place of work during a normal meal period and the employee is unable to reschedule this time, the employee will be compensated for the time lost at applicable overtime rates.

13.04 WORK WEEK DEFINITION

- a. The work week shall be understood to begin at 12:01 a.m. Sunday and shall end 12:00 midnight Saturday following.
- b. The normal work day shall be between the hours of 7:00 a.m. and 7:00 p.m.

13.05 REGULAR WORK WEEK AND WORK DAY

- a. Regular work week shall mean an employee's regular scheduled work week.
- b. Regular work days shall mean an employee's regular scheduled work day and/or hours of work.

13.06 SPLIT SHIFTS

Where there is an incumbent employee, there shall be no split shifts unless mutually agreed upon by the employee, the College and the Union.

13.07 POSTING OF SHIFT SCHEDULES

Shift schedules for regular employees will be posted ten (10) calendar days before the effective date.

The College may introduce an emergency shift change providing they give the employee twenty-four (24) hours' notice and providing the employee approves the change. Such approval will not be unreasonably withheld.

13.08 SHORT CHANGEOVER

If shifts are scheduled so that there are not ten (10) hours between the end of an employee's shift and the start of the employee's next shift, overtime rates shall apply to hours worked on the succeeding shift which fall short of the ten hour minimum, with a guaranteed minimum three and one-half (3 1/2) hours of the second shift to be paid at overtime rates.

ARTICLE 14 - OVERTIME

14.01 DEFINITION

- a. Overtime means any working hours on duty in excess of the seven (7) hour working day and/or thirty-five (35) hour working week.
- b. Straight time means the regular rate of remuneration.
- c. Time-and-one-half means one-and-one-half times the straight time rate.
- d. Double time means twice the straight time rate.
- e. Compensating time off means the product of overtime hours worked times the applicable overtime factor.

14.02 RIGHT TO REFUSE OVERTIME

All overtime shall be voluntary, except as required by the College under serious emergency circumstances. Employees may refuse overtime individually except as noted above without being subject to disciplinary action, but there shall be no concerted refusals of overtime.

14.03 OVERTIME COMPENSATION

The College will attempt to distribute overtime as fairly and equitably as is practical. All overtime must have the prior written authorization of a College administrator and/or designated supervisor. Where this is impractical, written authorization may be granted on the following working day.

a. The first four (4) hours per day or eight (8) hours per week worked in excess of seven (7) hours per day or thirty-five (35) hours per week shall be compensated at a rate of time-and-one-half.

b. All overtime hours worked in excess of (a) above in any work week shall be compensated at the rate of double time.

c. An employee who works on a regular scheduled day of rest after a five (5) day work week, shall be compensated at the rate of double time for all hours worked on that day.

d. An employee who is on a modified work week schedule and who works on a day of rest shall be compensated according to the overtime formula established in paragraphs (a) and (b) above for the first day of rest worked. If any further work is required of the employee which prevents two consecutive days off for the employee, hours worked on the second and third days of rest shall be compensated as in Article 14.03(c).

e. An employee who works a designated holiday, as defined in Article 18, shall receive double time for all hours worked on that day and the holiday shall be rescheduled to a time mutually agreeable to the employee and the College.

f. An employee shall receive pay for overtime compensation or may request equivalent compensating time off in lieu of being paid at the time the overtime is authorized.

g. An employee may accumulate no more than seventy (70) hours of overtime. The employee who has accumulated seventy (70) hours of overtime must then elect to reduce the accumulated hours by taking payment at the applicable hourly rate, or by taking compensating time off at a time mutually agreed upon by the employee and the College.

h. Compensating time off must be taken at the earned rate of pay. The College further agrees to show all banked overtime in hours and gross dollar amounts.

14.04 CALL OUT PROVISIONS

Where an employee has left the College after the regular scheduled working day and arrangements for the employee to work overtime have not been made and the employee has been called back to work, the employee shall receive a minimum of four (4) hours overtime, provided the employee commences work. Where the employee does not commence work, the employee shall receive a minimum two (2) hours overtime. Where an employee has not left after the regular working hours or arrangements have been made for reporting back to work at a specific time, this call out provision shall not apply.

An employee who is called out will be compensated for cab fare, to and from the College, or the mileage per C.N.C. expense rates.

14.05 OVERTIME MINIMUM

An employee may be required to work for up to fifteen (15) minutes beyond the normal seven (7) hour work day without additional compensation. However, it is understood that the employee's following work day will be reduced by an equal amount of time. Any authorized time in excess of fifteen minutes will be paid at overtime rates, with a minimum of one (1) hour being earned.

14.06 OVERTIME BREAKS

All employees who are requested to remain at work for a period of two (2) hours or more beyond their regular working hours shall receive a one-half hour paid break. The break may be taken before, during or after the overtime period.

ARTICLE 15 - DISCHARGE, SUSPENSION AND DISCIPLINE

15.01 No employee shall be disciplined, suspended or discharged except for just cause. An employee shall be suspended or discharged for disciplinary reasons only upon the written authority of a member of administration of the College.

When an employee is discharged or suspended, a Steward shall accompany the employee and the reason for this action shall, when possible, be given verbally at the time of discharge or suspension. A confirmation will then be given in writing to the employee within two (2) working days following the discharge or suspension.

An employee may be discharged for just cause upon the written authority of a member of administration; however, if an employee, other than probationary, is to be dismissed, they will be counselled ten (10) working days prior to notice of dismissal and asked to demonstrate cause why they should not be dismissed, except in cases of gross misconduct or theft where dismissal shall be immediate. In the case of an immediate dismissal, the employee shall be accompanied by a Steward and shall have the right to additional representation by the Union President or his/her designate.

15.02 RIGHT TO SHOP STEWARD REPRESENTATION

An employee has the right to Shop Steward or Union Executive representation in any disciplinary matter. A disciplinary matter, for the purposes of this Article, is defined as any written censure to be put on the employee's personnel record, exclusive of performance evaluations. In the event of formal discipline by verbal censure, an employee has the right to shop steward or union executive representation.

15.03 RIGHT TO GRIEVE

An employee considered by the Union to be wrongfully or unjustly disciplined, suspended, discharged or reprimanded, shall be entitled to recourse under the grievance procedure in accordance with Article 16 of this Agreement.

15.04 UNJUST CAUSE

In all cases of suspension or discharge or other disciplinary actions, the burden of proof of just cause shall rest with the College. If, as a result of the grievance procedure, it is found that an employee has been discharged, suspended or disciplined, for unjust cause, the decision or award which results from the grievance procedure shall be carried out. In the case of a probationary employee, just cause shall include failure to perform the job to the satisfaction of the College.

15.05 PERSONNEL FILES

During normal working hours, and in the presence of a Human Resources Department staff member, every employee has the right of access to his/her personnel record. Every employee shall receive a copy of any document which may be the basis of disciplinary action at the time that the document is inserted in the personnel file. An employee shall receive, upon request, a copy of any document in his/her personnel file.

The personnel file shall contain only valid and relevant material. An employee may request, in writing, that material be removed from his/her personnel file, and such request will become part of the personnel file.

ARTICLE 16 - ADJUSTMENT OF COMPLAINTS

16.01 GRIEVANCE PROCEDURE

The College and the Union recognize that grievances may occur. A grievance is any complaint or difference between the parties relating to the application, administration, operation, interpretation or alleged violation of this Agreement or to whether any matter in the Agreement is arbitrable.

An employee is encouraged to discuss, prior to the formal initiation of a grievance, any grievance or other complaints relating to his/her employment with his/her supervisor or manager.

Where a dispute involving a question of general application or interpretation of the Agreement occurs or where a group of employees has a grievance regarding the Agreement, the Union shall submit the grievance, in writing, directly to Step 2.

Grievances arising out of unjust dismissal disputes shall commence the grievance procedure at Step 2. Grievances arising out of the failure to resolve classification disputes to the satisfaction of the employee shall commence the grievance procedure at Step 3.

It is understood that in all discussions concerning grievances, any National Union Representative may accompany the Union in their meetings with College Officials.

16.02 TIME OFF

Except in the circumstances of the immediate suspension or dismissal, by mutual arrangement with the employee's manager or director, an employee shall be permitted the necessary time off without loss of pay and benefits to attend to the adjustment of the grievance and may be present at any step in the grievance procedure if so requested by either party.

16.03 WAIVER OF TIME LIMITS

The parties may, by mutual written consent, waive any stage or time limit of the grievance procedure described in 16.06 and/or the arbitration procedure described in 16.09(d).

16.04 FAILURE TO COMPLY WITH TIME LIMITS

Failure by the Union to comply with the time limits specified herein shall render the grievance untimely and the grievance shall be considered abandoned. Failure of

the College to comply with the time limits shall advance the grievance to the next step.

16.05 COMMITTEES

When required, the College shall appoint a three member committee from members of administration to be called the Labour Committee, one member of which shall be designated as Chair.

When required, the Union shall appoint a three member Standing Grievance Committee, comprised of members of Local #29, one member of which shall be designated as Chair.

The Standing Grievance Committee, or its representative, shall, as provided in Step 2 of the Grievance Procedure, meet with the Labour Committee or its representatives for the purpose of discussing and negotiating a settlement of any grievance arising between the College and an employee, or any dispute arising between the College and the Union. Where a decision has been made by the Union and the College on a grievance, a memorandum shall be made of any agreement reached and shall be initialled by all members present, and copies shall be circulated to the Stewards, the Union and to the College administration.

16.06 GRIEVANCE STEPS

An individual grievance may be formally initiated by the Union and the employee and shall proceed by the following steps:

Step 1

The date of receipt of the complaint shall be within ten (10) working days of the occurrence of the alleged grievable act. An employee who has a formal grievance shall first go to the Director or Manager directly in charge of the department. The employee shall be accompanied or represented by a Steward or a designated representative of the Union. The Director/Manager shall be presented with the grievance form. The Director/Manager shall explore the complaint verbally. Unless otherwise mutually agreed, the parties shall be given the maximum of five (5) working days to solve the grievance. The Director/Manager shall submit a written response to the employee and the Union within the specified time limits.

Step 2

If the grievance is not resolved within five (5) working days of Step 1, it should be referred to the Standing Grievance Committee and the College Labour Committee. These committees shall be given five (5) working days in which to resolve the grievance.

Step 3

If the grievance is not satisfactorily resolved at Step 2, the Union shall submit the grievance, in writing, to the President within ten (10) working days of receipt of the reply as set out in Step 2. The Union and the President shall meet within five (5) working days of the receipt of the grievance. The President shall submit a written reply within five (5) working days of the meeting.

If the grievance is not resolved at Step 3, the Union may refer the grievance to Arbitration or to the Early Intervention Procedure. The Union shall submit a written notice of intent to proceed to arbitration to the College within five (5) working days.

16.07 COLLEGE GRIEVANCE

Grievances formally initiated by the College shall be submitted in writing within ten (10) working days of the occurrence of the alleged grievable acts at Step 2 of the Grievance Procedure.

16.08 EARLY INTERVENTION

a. 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 of this Agreement, including any question as to whether a matter is arbitrable, during the term of the collective agreement, a person selected by mutual agreement of the parties, shall at the request of either party -

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

b. A person selected under this section, upon mutual request of the parties, may make a binding decision in regard to the difference in a manner consistent with the principles and procedures set out in 16.09 (Arbitration).

c. Each party to the Early Intervention Procedure shall pay its own expenses and costs and one-half (1/2) of the compensation and expenses of the Early Intervention person and of stenographic and other expenses of the Early Intervention Procedure except if, according to Section 112 of the Labour Relations Code of British Columbia, the Minister of Finance authorizes payment towards this procedure in which case the share shall be one-third each.

16.09 ARBITRATION

The Arbitration Board shall consist of one member who shall be selected through the mutual agreement of the parties.

a. The Arbitration Board may determine appropriate procedures in accordance with the Labour Relations Code of British Columbia and shall give full opportunity to all parties to present evidence and make representations. The Arbitration Board shall hear and determine the dispute or allegation and shall make every effort to render a decision within reasonable time.

b. Decision of the Arbitration Board - The decision of the Arbitration Board shall be final and binding on both parties. The Arbitration Board shall not make any award contrary to the conditions or articles of this Agreement, or in amendment to this Agreement.

c. Expenses of Arbitration - Each party to the arbitration shall pay its own expenses and costs of arbitration and one-half of the compensation and expenses of the Arbitration Board and of stenographic and other expenses of the Arbitration Board.

d. When a grievance proceeds to arbitration, the hearing shall be held within sixty (60) days of the written notice from the College or the Union.

ARTICLE 17 - CAREER DEVELOPMENT

17.01 PURPOSE OF CAREER DEVELOPMENT AND ON-THE-JOB-TRAINING

The College recognizes its responsibilities for the on-the-job training of its employees and will make every effort to train employees as necessary under the direction of qualified personnel, in order that the employee may perform the duties outlined in the position description, to maintain the efficient operation of the College at all times.

The parties recognize the need to provide employees with the opportunity for career development by enabling them to prepare for promotional advancement and to improve their present skills. The provisions of the article are intended to assist employees in maintaining and improving skills and/or to assist in preparing them for foreseeable jobs within the College, at the same time recognizing the employees' responsibilities in these matters.

17.02 TRAINING LEAVE

When the College requires an employee to further his/her job related training, the

College will grant leave with pay to such employees to allow them to take courses, training, or seminars provided such training is during the employee's regularly scheduled hours of work. The College shall also reimburse the employee for such travelling, subsistence, and other related expenses as previously approved by the College. The employee shall not be required to make up any time missed from work to participate in such training and development.

Leave may be granted under the conditions outlined above upon application by an employee to the Human Resources Department.

17.03 SUPPORT FOR JOB RELATED TRAINING AT CNC

When the College authorizes an employee to enroll in a course, training program, or seminar, for the purpose of advancing the employee's job related skills; and upon completion of the course, training program, or seminar, the College shall reimburse the cost, including tuition, entrance or registration fee, laboratory fee, examination fee, and course related books. The length of the course approval period shall be stated in the written authorization at the time of granting of approval.

When the College requires an employee to enroll in a course, training program or seminar, the College shall bear the full costs, 17.03 as described above, in advance.

Furthermore, when the College requires enrollment in a course, training program or seminar, the employee's work week shall be reduced by the number of instructional hours spent in such courses, training programs or seminars during that week. For the purposes of this clause, employees will not be eligible for overtime payment (Article 14.03 shall not apply). If an employee attends a course, training program, or seminar on a statutory holiday, he/she will be entitled to a day off with pay in lieu of the statutory holiday.

In the event that an employee is required to enroll in a course in order to meet the qualifications required for a position that the employee is being promoted to or hired for, the preceding paragraph may be waived by the College and the cost of the course, training program or seminar will be at the expense of the employee.

17.04 COLLEGE COURSES

Regular, Seasonal and Special Employees shall be exempted from tuition fees for all CNC courses providing that:

- a. they are not one of the minimum number required to ensure "go" status of the course,
- b. there is a vacant seat for the employee on the first day of class.

17.05 SKILLS DEVELOPMENT

The College and the Union recognize the principle of human resource development through skill-upgrading in line with career development as it relates to opportunity for advancement in the service of the College.

Where it is possible to foresee the future utilization of such skill upgrading, Regular, Seasonal and Special Employees, having been employed by the College for 3 months, may apply to the Divisional Director or Manager to take a course or seminar related to skill-upgrading. Upon approval, such leave shall be with pay.

Upon execution of this Agreement, the College will establish a Skills Upgrading Leave Allowance of three hundred and sixty (360) days of paid leave. The Skills Upgrading Leave Allowance will be "topped up" each April 1st to the level of three hundred and sixty (360) days of paid leave available. Regular, Seasonal or Special Employees may submit Skills Upgrading Leave proposals to the Human Resources Manager who will administer the Leave Allowance and the College shall provide the Union with a report on the use of the Allowance semi-annually, JUNE 30th and DECEMBER 31st.

ARTICLE 18 - STATUTORY HOLIDAYS

18.01 PAID STATUTORY HOLIDAYS

The College shall grant as paid statutory holidays: New Year's Day, Good Friday, Easter Monday, Victoria Day, Canada Day, B.C. Day, Labour Day, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day, and all other such holidays as declared by the local municipal government, province of British Columbia, or Government of Canada.

18.02 HOLIDAYS FALLING ON A SATURDAY OR SUNDAY

When any paid holiday (as per Article 18.01) 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. Where the College and the Union agree, a paid holiday (as per Article 18.01) may be rescheduled at a mutually agreeable time.

a. When a paid holiday falls on an employee's day of rest other than a Saturday or Sunday and the employee is working a modified work week, the employee shall be given seven (7) hours off with pay in lieu at a mutually agreeable time.

b. Subject to subsection (a), 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.

18.03 EMPLOYEES REQUIRED TO WORK ON A PAID HOLIDAY

An employee who works on a paid holiday shall receive double time for all hours worked on that day and the holiday shall be rescheduled to a time mutually agreeable to the employee and the College (per Article 14.03(e)).

18.04 PAID HOLIDAY DURING VACATIONS

When a day of paid holiday falls during an employee's vacation time, the paid holiday shall not count as a day of vacation nor as a day worked. The employee may reschedule that day of vacation time to coincide with their vacation or at some other mutually agreeable time.

18.05 PAYMENT FOR STATUTORY HOLIDAYS

Subject to Article 7.04 (Right to Refuse to Cross Picket Lines), regular employees shall not have their pay reduced by virtue of holidays specified in Article 18.01 and 18.06. Other employees, if they have worked the last scheduled day before and the day after the paid holiday, shall receive holiday pay based on the number of scheduled hours in the previous month as specified in the employee's hiring form, divided by the number of days of scheduled work, times the hourly equivalent rate for the employee.

18.06 COLLEGE HOLIDAY

A College holiday is any day other than a Saturday, Sunday, or statutory holiday on which the College is closed by official declaration.

An employee required to work a College holiday shall receive double time for all hours worked on that day and the holiday shall be rescheduled to a time mutually agreeable to the employee and the College (per Article 14.03(e)).

ARTICLE 19 - VACATIONS

19.01 ANNUAL VACATION ENTITLEMENT

a. Regular full-time employees shall be granted vacation with pay on the following basis:

1. 1.25 days per month from anniversary date (25.04) to month 48

inclusive,

2. 1.67 days per month from month 49 to 96 inclusive,
3. 2.08 days per month from month 97 to 156 inclusive.
4. 2.50 days per month from month 157 onwards.

Only that vacation which has been earned may be taken at any given date subject to (c) below.

b. All other employees working less than a thirty-five (35) hour week or for less than twelve (12) months, will not be entitled to the vacation outlined above, but to pay for the vacation period on a pro rata basis as per (a) above, according to the actual hours worked in the calendar year.

c. Probationary employees will not normally be allowed to take vacation until after their probationary period has been served.

d. Vacation in excess of one year's entitlement shall not normally be carried forward from one fiscal year to the next. Approval to carry the excess vacation entitlement forward may be requested by application to the appropriate Department Head before February 1st.

e. The College agrees to supply each employee with a report of unused vacation entitlement on a regular basis.

19.02 VACATION SCHEDULING

By April 30th of each year, an employee in a department will recommend a vacation schedule to be submitted to the department head or designate for approval. Acceptance or rejection of such vacation requests will be given by May 31. The schedule may be changed thereafter at the request of the employee if acceptable to the department concerned.

Conflicts in vacation scheduling will be settled by the department supervisor, with seniority in the department as the prime consideration.

When requested by an employee, an employee shall be entitled to schedule a minimum vacation period of ten (10) consecutive working days.

Where an employee wishes to split a vacation period any other choice of vacation time shall be made only after all other employees have made their initial selection.

19.03 PAY CHEQUES

Employees may, upon giving a minimum of fifteen (15) working days advanced written notice to the Human Resources Department, receive on the last working day preceding commencement of their vacation, any cheques which would normally fall due during the period of their vacation. These cheques will be dated for the last working day prior to their vacation period.

19.04 NO TERMINATION, LAY-OFF OR LOSS OF SENIORITY

No employee shall be terminated or laid-off while on vacation.

ARTICLE 20 - SICK LEAVE

20.01 NOTIFICATION. PROOF OF ILLNESS. AND FAMILY SICK LEAVE

- a. In positions where replacement personnel would normally be required, notification of anticipated absence must be given to the appropriate College department no later than two (2) hours prior to the commencement of the shift, except where this proves impossible. In positions where replacement personnel would not normally be required, notification of anticipated absence to the appropriate College department should be made as soon as possible after the commencement of the shift. For the purpose of this Article, replacement personnel shall be security guards and day care personnel. Any new positions that may fall into this category shall be settled according to Article 27.03.

In case of absence of five (5) days or longer, a proof of illness may be requested by the College. The proof of illness may take the form of a medical certificate. If there is any charge for this proof, the College will absorb the cost.

If an employee has repeated absences of a short term duration, he/she may be advised that proof of illness will be required for future absences.

- b. An employee is entitled, upon approval by the Divisional Director or Manager, to use annual sick leave entitlement up to a maximum of ten (10) days per entitlement year (20.02) for family sick leave purposes in the following circumstances:
1. in the case of illness of a member of the immediate family of an employee, when no one at home other than the employee can provide for the needs of the ill person; or
 2. when a spouse or dependent child is hospitalized, or
 3. in the event of the birth or adoption of his child.

Such approval will not be unreasonably withheld.

20.02 SICK LEAVE ALLOTMENT

A full-time employee shall accumulate sick leave credits on the basis of one-and-one-half (1.5) days per month. Part-time employees shall accumulate sick leave credits on the proportionate basis to full-time based upon the actual hours worked in a calendar month.

Employees may accumulate up on one hundred and twenty (120) working days sick time.

In addition, if an employee has used the ten (10) days of family sick leave in an entitlement year (Article 20.01) and the employee requires up to twelve (12) days of paid sick leave for use in a personal disability in the same year, then the College agrees to grant up to four (4) days of additional paid sick leave. It is understood that there will be no banking of the additional sick leave time into subsequent years except in the case of an employee who has used family sick leave to the extent that he/she does not have a possible twelve (12) days of personal sick leave in an entitlement year.

For the purposes of this Article, the entitlement year should be based on the employee's initial commencement date with the College.

20.03 SICK LEAVE PAYMENT

Sick leave credits may only be used for illness (subject to 20.01). In the event that an employee's absence exceeds their accumulated sick credits, the employee may borrow against future earned sick leave provided that a qualified medical practitioner certifies that the employee is seriously ill, that the nature of the illness is specified, and that the employee's request for leave is submitted in writing. The borrowed leave entitlement shall be limited to the amount of benefits that the employee would otherwise be entitled to under the Unemployment Insurance Act. In the event that an employee's absence exceeds this amount, the employee will be placed on leave of absence without pay for the duration of the illness or twelve (12) months whichever occurs first.

After twelve (12) months and within ninety (90) days thereof the employee may request his/her name to be placed on the Recall List.

Where the leave is expected to exceed six (6) months, the Union will agree to a special appointment as per Article 3.06.

20.04 CONVERSION

The College agrees that an employee may utilize accumulated vacation and/or compensating overtime accumulated if sick leave credits have expired.

20.05 LONG TERM ILLNESS

Should a full-time employee have a single illness exceeding ninety (90) days duration, and all sick leave credits have been used, the benefits of the Long Term Disability Plan outlined in Article 26.01(d) of this Agreement shall apply.

An employee accepted on the Long Term Disability shall continue to receive all fringe benefits (except pension) he/she is entitled to as set forth in this Agreement for a maximum period of twelve (12) months. After twelve (12) months of becoming eligible for Long Term Disability and within ninety (90) days thereof, the employee may request his/her name to be placed on the Recall List.

20.06 STATUS REPORT

The College agrees to supply each employee with an annual report of accumulated sick leave as at March 31st.

20.07 OCCUPATIONAL DISABILITY

An employee prevented from performing his/her regular work with the College on

account of an occupational disability that is recognized by the Workers' Compensation Board as compensable within the meaning of the Act shall continue to receive his/her regular salary provided that the Workers' Compensation Board payments are paid directly to the College for the absence. If an employee suffers a disability for which the payment is in dispute with the Workers' Compensation Board the employee shall continue to receive his/her regular salary subject to the provisions of Article 20 (Sick Leave). If the Workers' Compensation Board claim is subsequently established the employee will then repay the College for the sick leave payment received.

If an employee receives benefits under the Disability Insurance Plan (LTD) or under the Workers' Compensation Act, the College shall pay to the employee the difference between the benefit and the employee's full salary for as long as the accumulated and borrowed sick leave credits permit. In such cases, the charge against the employee's sick leave credits shall be in the same proportion that the College's payment bears to the full salary of the employee computed at the end of each month to the nearest half-day.

20.08 RETIREMENT PAYOUT

Upon resignation for the purposes of retirement and when a regular employee has fulfilled the retirement requirements under the Municipal Pension Plan said employee shall be paid the cash equivalent to his/her accumulated sick leave up to a maximum of sixty (60) days. The cash equivalent shall be at the rate of pay in effect immediately prior to retirement.

ARTICLE 21- BEREAVEMENT AND OTHER LEAVE

21.01 BEREAVEMENT LEAVE

In the case of bereavement in the immediate family, a Regular, Seasonal or Special employee, not on leave of absence without pay, shall be entitled to special leave at the employee's regular rate of pay, from the date of death to and including the date of funeral with, if necessary, an allowance for immediate 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.

Immediate family is defined as an employee's spouse and any of the following relatives of an employee: parent, parent-in-law, step-parent, child, step-child, foster child, brother, sister, grandparent, grandparent-inlaw, grandchild; or any other person permanently residing in the employee's household, and any other person with the approval of the appropriate Vice-President. The word "spouse" shall be deemed to include a common-law spouse.

21.02 LEAVE FOR COURT APPEARANCES

When summoned to serve on a jury or when subpoenaed as a witness in criminal or civil proceedings, an employee shall continue to receive regular pay. The employee shall turn over to the College any monies received for a court appearance. Leave of absence to appear in one's own defence will be without pay.

21.03 ELECTIONS

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

21.04 GENERAL LEAVE

- a. Employees may request leave of absence without pay. Such request for leave shall be in writing to the department head. Upon return from general leave, the employee is assured, subject to the provisions of Articles 10 and 11, (Seniority and Lay-off) of resuming a position of equivalent salary level.
- b. In the event of a personal emergency which prevents the application for leave to be made in writing, the employee will make every effort to personally advise the College, or shall have the College advised, of the reasons for the emergency absence which the employee wishes to have treated as general leave.

21.05 EXCHANGE LEAVE

An employee may negotiate with the College to exchange positions with an employee of comparable qualifications and experience from outside the College for a period of up to one year. Applications shall be made to the Human Resources Department.

21.06 POLITICAL LEAVE OF ABSENCE

To enable a College employee to contest a federal, provincial, municipal, or other local election, a political leave of absence, without pay, may be granted by the Board, on the recommendation of the President, for a period of up to six (6) weeks for a federal or provincial election and up to two (2) weeks for a municipal or other local election, except when the campaign period coincides with a normal vacation period. The leaves will be subject to the following conditions:

- a. The request for political leave of absence must be submitted at least four (4) weeks prior to the first day of the leave period.
- b. The College determines that the work of the division of the College will not suffer unduly.
- c. The College employee will pay the College's share of fringe benefits.
- d. Positions vacated because of leaves granted under this section may be filled by a special appointment for the duration of the leave.

In the event that the College employee is elected to a municipal or other local part-time government office, short-term leaves of absence may be granted by the President to allow the employee to perform the duties of that office.

In the event that a College employee is elected to a full-time political office, the employee may be granted an extended leave of absence without pay for two (2) years. The Board may extend this leave of absence.

The College may fill vacancies caused by a political leave of absence by a special appointment which may, if necessary, be renewed for a second year.

ARTICLE 22 - MATERNITY/LEGAL ADOPTION LEAVE

22.01 MATERNITY/LEGAL ADOPTION LEAVE

In the case of a maternity leave, the provisions of the Employment Standards Act will apply. An employee shall qualify for maternity/legal adoption leave under the following provisions:

- a. The period of leave may be from nine weeks before the expected date of confinement to no later than six months after the birth of her child. In the case of adoption, the six-month period will apply from the date of adoption. Barring exceptional and/or unforeseen circumstances, the employee shall not return to work prior to the date specified on the application for leave.
- b. Provided the employee has completed one year of regular employment, for the period approved subject to (a) above, the College shall maintain existing coverage for medical, supplementary health, dental and group life insurance, subject to Carrier conditions. Upon granting an extension of a leave, subject to 22.02, a procedure will be provided for the employee to continue fringe benefits at her own expense. If the employee has completed less than one year of regular employment, the provisions of the

Employment Standards Act will apply.

- c. The parties agree that any job position vacancies created by the granting of maternity/legal adoption leave shall be filled on a temporary basis in accordance with Article 9.01 (Job Postings). When the employee indicates within the time permitted, in writing, that she/he is not returning to that position such a vacancy shall be reposted.

Where the employee on leave returns to the position within the prescribed time limit, she/he shall resume her/his prior job position or its equivalent with all wages, benefits and seniority as determined by this Agreement. Where a maternity or legal adoption benefit provided by the Employment Standards Act is superior to the provisions outlined herein, the provisions of the Employment Standards Act shall apply (notwithstanding the provisions of Section 2 of the Employment Standards Act).

All employees who have assumed a temporary position in consequence of such leave shall be returned to their prior job positions with all wages, benefits and seniority as determined by this Agreement.

22.02 EXTENSION OF MATERNITY/LEGAL ADOPTION LEAVE

Maternity/legal adoption leave shall be extended for up to an additional six months where a doctor's certificate is presented certifying that for medical reasons, the health of either the mother or infant dictates such an extension.

ARTICLE 23 - SAFETY AND HEALTH

23.01 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.

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 Article 23.02 of this

document is maintained, cleaned and replaced as necessary at no cost to the employee.

23.04 SAFETY

It is not the policy of the College to require an employee to work under unsafe conditions. It is admitted by both parties to this Agreement that it is impossible to draw a hard and fast line as to what is safe and unsafe. Being a factual question, each case must be decided on its own merits, but in general any employee who justifiably refuses to work under unsafe conditions would not be subject to discipline. Suspected unsafe conditions should be reported to the Human Resources Department (Safety Coordinator) who will ensure that the work area has been made safe in accordance to Article 23.01.

ARTICLE 24 - TECHNOLOGICAL CHANGE

24.01 DEFINITION OF TECHNOLOGICAL CHANGE

Where the College introduces or intends to introduce a technological change that:

- a. affects the terms and conditions of employment of a significant number of employees within the bargaining unit, or the security of employment of a significant number of employees within the department and/or
- b. alters significantly the basis on which this Agreement was negotiated,

a technological change shall have occurred.

For the purpose of this Agreement, the term "technological change" shall mean:

- 1. the introduction by an employer of a change in his work, undertaking, or business, or change in his equipment or material from that equipment or material previously used by the employer in his work, undertaking, or business, or;
- 2. a change in the manner in which an employer carries out his work, undertaking, or business relating to the introduction of that material or equipment.

24.02 NOTICE

The College will provide the Union with three (3) months notice of intention to introduce a technological change as defined in Article 24.01 of this Agreement.

24.03 RETRAINING/JOB SECURITY

- a. Employees becoming redundant due to technological change as defined in Article 24.01 shall be retrained to qualify for a new position or an existing vacant position, if retraining for such position shall be accomplished within three (3) months. By mutual agreement, the time may be extended.

Prior to the expiry of the notice period, the employee may take the option of receiving severance pay, in accordance with Article 24.03(c) in lieu of retraining.

- b. Cost of the retraining shall be the responsibility of the College and the employee shall not be paid at a lower salary while retraining.
- c. In the event that the College cannot retrain an employee under Article 24.03(a), or if the employee elects, the affected employee shall receive one (1) month's severance pay for the first five (5) years of service and one (1) additional months pay for every year of service thereafter up to a maximum of six months' pay.

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 severance pay.

ARTICLE 25 - SALARIES

25.01 SALARIES

The salary schedule for employees within the bargaining unit shall be in accordance with Appendix "A".

25.02 SALARY RANGE STEP ADJUSTMENT

The College shall determine the appropriate step in the salary range for new employees hired after the signing date of this Agreement.

Advancement within the salary range shall be based on the College's assessment of merit by written review of performance. In the absence of a formal evaluation, the performance shall be assumed to be satisfactory.

Advancement within a range shall be effective on November 1st, providing an employee has been employed a minimum of eight months as of that date in the same position. There are two exceptions to this provision:

1. Seasonal/Special employees - Seasonal/Special employees will receive the advancement within a range on each November 1st, providing they have completed eight cumulative months of employment in the same position on that date.
2. A transfer will not affect an employee's entitlement to an increment on November 1st. (25.03(d)).

25.03 RATE OF PAY ON PROMOTION/TRANSFER

- a. If an employee's salary is below the minimum of the pay grade to which the employee is promoted, the salary will be adjusted at least to the minimum. If the employee's salary is at or above the minimum of the new pay grade, it will be moved to the next step in the new pay grade which provides an increase which must be equal to or greater than one merit increment on the existing pay grade.
- b. A promotion will not affect an employee's service seniority or entitlement to fringe benefits, but the employee's anniversary date will change to the first day of the month closest to the date of promotion.
- c. In the event an employee is transferred to a lower rated position, the employee shall move to the same step of the new pay group as the employee occupied in the former pay group.
- d. A transfer will not affect an employee's anniversary date, service seniority or entitlement to fringe benefits.

25.04 ANNIVERSARY DATE

The anniversary date for a regular employee shall be the date that regular employment commenced adjusted to the nearest first day of the month. The anniversary date for a regular employee would normally be twelve (12) calendar months after the nearest first day of the month to the employee's seniority date, unless otherwise affected by the provisions of this Agreement.

In the case of a Special or a Seasonal appointment which is extended or which becomes a regular position, the anniversary date shall be the date that the special or seasonal appointment commenced adjusted to the nearest first day of the month.

25.05 LEAVE OF ABSENCE WITHOUT PAY

When leave of absence without pay extends over five (5) weeks, for any reason other than illness or maternity, the anniversary date (25.04) for that employee shall first be delayed for one (1) month.

The anniversary date shall then be delayed one (1) further month for each additional full month that the leave of absence without pay is extended.

25.06 ACTING POSITIONS

The College will attempt to give existing employees the opportunity to assume acting positions of increased responsibility and duties. When a person is appointed in writing by the Vice-President or President to an acting position for a period of one (1) or more consecutive working days he/she will be paid at that step in the salary group for the substituted position which is immediately above the salary received in the salary group applicable to his/her regular position.

If an employee occupies the same position on an acting appointment, excluding replacement for an employee on an authorized leave, for twelve (12) consecutive months, the College shall post the position or discontinue it.

25.07 SALARY OVERPAYMENTS

It is understood and agreed that it is the responsibility of the employee to inform the College immediately upon becoming aware of any suspected salary overpayment. In the interests of minimizing any financial hardship, the College agrees that it will recover salary overpayments at the same rate as they were paid. The parties agree that this clause will constitute the written assignment required of the employee for repayment.

25.08 SHIFT DIFFERENTIAL

Shift differential of fifty-five (55) cents per hour shall be paid on all hours worked, which fall outside the normal work day (as per Article 13.04(b)).

ARTICLE 26 - FRINGE BENEFITS

26.01 FRINGE BENEFITS FOR FULL-TIME EMPLOYEES

Unless a full-time employee has demonstrated acceptable coverage for the following fringe benefits from another source, these fringe benefits shall be mandatory:

- a. Medical Services Plan of B.C. - The College shall pay 100% of the monthly premium for this coverage. Coverage and eligibility shall be governed by the

terms of the plan.

- b. Dental Plan and Supplementary Health Care - The College shall pay 100% of the premium for coverage of these plans. Vision care and Travel Rider shall be included in the Supplementary Health Care Plan. Coverage and eligibility shall be governed by the terms of these plans.
- c. Group Life Insurance and Accidental Death and Dismemberment - The College shall pay 100% of the premiums for the coverage afforded by the plan. Coverage and eligibility shall be governed by the terms of the plans.
- d. Long Term Disability - The employee shall pay 100% of the premiums for coverage afforded by the plan. Coverage and eligibility shall be governed by the terms of the plan.
- e. Those employees who work in shop/lab areas who can demonstrate damage to spectacle lenses as a result of metal sparks, abrasion, chemical etching or flying objects, experienced at work shall receive 100% reimbursement of their lens replacement cost from the College. This reimbursement provision is limited to one claim per working year.

26.02 FRINGE BENEFITS FOR PART-TIME EMPLOYEES

- (a) Part-time employees, who work twenty-five (25) or more hours per week, may participate in the following fringe benefits at the same rate as regular full-time employees (see 26.01):

Medical Services Plan of B.C.
 Supplementary Health Care
 Dental Plan

- (b) Part-time employees, who work between 15-24 hours per week, may participate in the following fringe benefits (subject to Carrier Conditions) on a 50/50 cost shared basis.

Medical Services Plan of B.C.
Supplementary Health Care
Dental Plan

- (c) Part time employees with fluctuating hours may participate in the aforementioned fringe benefits (Subject to Carrier Conditions) the first of the month following achievement of the required hours.

Part time employees with fluctuating hours will become ineligible for benefits the first of the month following a decrease which takes him/her below the required number of hours.

26.03 EMPLOYEE AND FAMILY ASSISTANCE PROGRAM

An employee and Family Assistance Program shall be established for PPWC employees and their families. The cost of the benefit to the employee shall be shared equally between the College and the employee. Terms and conditions of the program shall be as agreed in the EFAP contract.

26.04 COVERAGE REQUIRED BY LAW

The College shall deduct such sums that are required by law and make such contributions on behalf of the employees as legislation binding upon the College may require. Examples are: Unemployment Insurance, Canada Pension Plan and Municipal Superannuation Plan where applicable.

26.05 EMPLOYEE'S RESPONSIBILITY FOR BENEFIT COVERAGE

It is understood and agreed that it is the responsibility of the employee to become familiar with details of coverage and requirements for eligibility of the benefit plans referred to in this Article and that neither the Union nor the College has responsibility for ensuring that all requirements for eligibilities or conditions of coverage or entitlement to benefits are met by the employee beyond the obligations specifically stipulated in this Agreement.

The College and the Union will make every effort to provide promptly any information regarding the plans available to any employee requesting it.

26.06 MOVING EXPENSES

- a. The College of New Caledonia may make an allowance toward moving

expenses for an appointee to the non-teaching staff.

- b. The term "moving expenses" shall include charges normally made by a moving company for packing and transportation of household effects. Travel, meals and lodging, and other personal expenses are normally not included.
- c. The maximum allowance is one-twelfth (1/12) of the appointee's initial annual salary rate. Employees who are authorized to submit a claim for moving expenses must provide receipts from the transport company.

ARTICLE 27 - GENERAL CONDITIONS

27.01 PYRAMIDING

a) The Union agrees that if an employee voluntarily holds more than one position within the College, whether the additional position is held as a member of the bargaining unit or otherwise, the employee cannot compound the positions held or the related working hours for purposes of claiming entitlement to overtime compensation; changes in employment status; call out compensation; lay off or recall positions; or any other benefit entitlement not listed in the following paragraph.

b) Employees holding more than one bargaining unit position may compound the positions for the purpose of entitlement to fringe benefits covered under Articles 26.01, 26.02, 26.03, & 26.04; sick leave allotment 20.02; and accumulation of seniority 10.03 (f) to a maximum of full time entitlement.

27.02 EMPLOYEE APPOINTMENTS

a. At the time of employment and appointment, the employee and the College will acknowledge on a hiring form amongst other things:

1. the position for which the employee is hired;
2. the starting date of the employment of the employee;
3. term of appointment or whether the term is definite or indefinite;
4. the regular scheduled hours and days to be worked per week;
5. subject to the provisions of Article 13, (Hours of Work), whether or not week-end work and/or rotating shift work will be a requirement of the hiring, in which event the College will attempt to stipulate when the week-end and/or rotating shift

work required will commence.

6. the minimum guaranteed hours for part-time employees whose hours may fluctuate and when layoff would occur.

b. The hiring form above described will be used for determining the category of employment for the purpose of this Agreement.

27.03 MODIFICATION OF AGREEMENT

Any change deemed necessary in this Agreement may be made by mutual written agreement of the parties at any time during the life of this Agreement.

27.04 CONTRACTING OUT

(a) The employer shall not contract out work regularly performed by classifications set out in this agreement without prior consultation of the Joint Standing Committee on Contracting Out. In addition, it is not the intent of the Union to limit the College's ability to contract out work that has been contracted out on or prior to January 29, 1983.

(b) The purpose of the Joint Standing Committee on Contracting Out shall be to determine if the work is that which would regularly be performed by classifications within the bargaining unit and whether or not there are any reasonable alternatives to contracting out. The employer will not contract out merely to avoid hiring casusals. Should the committee be unable to reach an agreement on a contracting out matter, the issue in dispute shall be referred immediately to expedited arbitration for a binding decision prior to the contract being awarded. There shall be mutual agreement on an arbitrator who can hear the issues within five (5) working days of referral. A decision shall be rendered within two (2) working days.

Costs shall be shared as per Article 16.09 (c).

It is agreed that in order to avoid delays, meetings will be at the call of either party prior to any contract being finalized. There may be the occasional emergency situation where prior contact is not possible, in which case the College shall notify the Union immediately.

27.05 INDEMNITY

The College shall provide legal assistance to an employee with respect to any action, suit, or prosecution commenced against the employee arising from any acts or omissions committed by the employee during his/her required duties and assigned hours of work except that this provision shall not apply:

a. if the acts or omissions committed by the employee constituted a breach of the

terms of his/her employment or of College policy, or

b. if the acts or omissions committed by the employee constituted a breach of any condition, statutory or otherwise, of any insurance policy which would otherwise be applicable, or

c. if the acts or omissions committed by the employee constituted gross negligence.

If an employee received legal assistance in accordance with the above paragraph, the College shall be deemed to have waived any right of indemnity it might otherwise have against the employee.

ARTICLE 28 - DURATION OP AGREEMENT

28.01 TERM OF AGREEMENT

This Agreement shall be in force effective from November 1, 1992 until midnight October 31, 1994. (Subsection (2) of Section 50 of the Labour Relations Code of British Columbia shall not be applicable to this Agreement.)

Either party to this Agreement may, not more than three (3) months and not less than one (1) month, prior to November 1, 1994 present to the other party, in writing, proposed terms of a new or further Agreement and/or amendments to this Agreement.

28.02 CONTINUATION OF PRESENT AGREEMENT

In the event that a new or further Agreement is not entered into by the parties on or before the first day of November, 1994, this Agreement will continue in force and effect until:

- a. the Union commences a strike; or
- b. the College commences a lockout; or
- c. the parties enter into a new or further Agreement.

28.03 NO STRIKES OR LOCKOUTS

The College and the Union agree that there shall be no strikes or lock-outs during the term of this Agreement

IN WITNESS WHEREOF the College Board has caused these presents to be sealed with the seal of the Board of the College of New Caledonia, Prince George, B.C. and signed by the Chair of the College Board and the Vice-President, Administration and Bursar, and the Pulp, Paper and Woodworkers of Canada, Local #29 has caused these presents to be executed under the hands of its proper officers duly authorized in that behalf, this _____ day of _____ A D 1993

SIGNED, SEALED AND DELIVERED
BY THE PULP, PAPER AND
WOODWORKERS OF CANADA,
LOCAL 29
IN THE PRESENCE OF

SEALED WITH THE SEAL OF THE
BOARD OF THE COLLEGE OF
NEW CALEDONIA,

AND SIGNED BY

NANCY BULL, PRESIDENT
P.P.W.C. LOCAL 29

LYNNE GARNER, CHAIR
COLLEGE OF NEW CALEDONIA
BOARD

SUE MCALLISTER
P.P.W.C. LOCAL 29

J.F. BLAKE, VICE-PRESIDENT
ADMINISTRATION AND BURSAR

LETTER OF AGREEMENT

BETWEEN: Pulp, Paper and Woodworkers of Canada, Local # 29

AND: College of New Caledonia

Re: College Security

The Union agrees to the principle of the protection of life and property. It is recognized that this principle is particularly important during the time of a labour dispute. To this end the Union agrees that, in the event of a labour dispute when security services are withdrawn, the use of individuals who are not members of the Union for such services will not be considered professional strikebreaking.

COLLEGE OF NEW CALEDONIA

P.P.W.C. LOCAL #29

DATE _____, 19__

LETTER OF AGREEMENT

BETWEEN: COLLEGE OF NEW CALEDONIA

AND: P.P.W.C. LOCAL #29

RE: ARTICLE 3.09 WORK PERFORMED UNDER GOVERNMENT AND FOUNDATION GRANTS

The College and the Union agree that this letter of agreement replaces the Collective Agreement provisions contained in Article 3.09 - Work Performed Under Government and Foundation Grants for the term of this Collective Agreement.

A. WORK PROJECTS

1. The Union recognizes and agrees that from time to time during the term of this Agreement there will be work projects conducted within the College by persons who will not be members of the Union. These projects must be separately and specifically funded by government and/or foundation grants and shall not be deemed part of the affairs or operations of the College to which this Agreement applies.
2. For the purposes of this article, "work projects" shall mean:
 - (i) jobs of a fixed term not regularly performed by employees in the bargaining unit, or
 - (ii) fixed term research and data collection projects, or
 - (iii) jobs which would not otherwise be done without specific funding by government and/or foundation grants, or
 - (iv) students assisting students (excluding Interpreter Services).
3. The College agrees to provide the Union with a copy of all College-approved submissions in regard to Work Project positions funded by government and

foundation grants prior to the program implementation, where possible.

4. The College agrees that such persons involved in these projects shall not be utilized to:
 - a. replace members of the bargaining unit, or
 - b. to postpone or prevent an existing regular part-time position from becoming a full-time position, or
 - c. to postpone or prevent the establishment of new positions by the College.

B. STUDENT ASSISTANTS

1. Students employed by the College in positions that are separately and specifically funded by government and/or foundation grants and who are performing jobs that do not meet the definition of "work projects" as outlined in (A) shall be considered Student Assistants and shall be covered by the following provisions of the Collective Agreement only:
Articles 1, 2, 3, 4, 7 (except 7.04), 12, 15, 16, 18, 23, and 28. Article 7.04 shall apply to Student Assistants in their capacity as employees but will not apply to the student's pursuit of education.

Hours of work will be in accordance with the program requirements and overtime compensation as outlined in Article 14 shall apply to Student Assistants for time worked in excess of a seven hour day.

Student Assistants are subject to the membership provisions in Article 5 and the union dues provisions in Article 6.

2. Student Assistants covered by this Article shall be paid at a minimum base rate level.
3. The parties agree that individuals employed as Student Assistants will be considered Casual Employees and receive the appropriate benefits as per Article 3.07 (b).
4. Student Assistants must meet the criteria established by the funding program.
5. The College agrees to provide the Union with a copy of all college-approved submissions in regard to Student Assistant positions funded by government and foundation grants prior to the program implementation, where possible.
6. The College agrees that Student Assistants shall not be utilized to:
 - a. replace members of the bargaining unit, or

- b. to postpone or prevent an existing regular part-time position from becoming a full-time position, or
- c. to postpone or prevent the establishment of new positions by the College.

The College agrees that no employee shall be made redundant or suffer loss of earnings through Student Assistants performing work normally done by employees in the bargaining unit. Student Assistants shall not be used in preference to Casual Employees for work that has been regularly performed by Casual Employees in the past.

- 7. Disputes arising out of the above will be dealt with through the grievance procedure of the Collective Agreement.

C. WORK PRACTICUMS

- 1. 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.
- 2. 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:
 - (i) Such students:
 - a) are not employees of the College;
 - b) are not within the Union certification;
 - c) will not be paid.
- 3. Student practicums shall be limited to two students per semester per department for a period of normally not longer than three consecutive weeks, or other such arrangements as shall be mutually agreed-to in writing by both parties.
- 4. The College shall notify the Union in advance of the number of students being placed for practicum work experience within the College.

D. CO-OP WORK PLACEMENTS

The parties recognize the advantages in assisting students in obtaining practical work experience as part of cooperative education. In recognition, this agreement will establish the salary rate and working conditions for cooperative education students to work at the College.

- 1. Students employed by the College who are registered in a recognized Co-Op program at the College of New Caledonia shall be considered Co-Op students and

shall be covered by the following provisions of the Collective Agreement only: Articles 1,2,3 (excluding 3.07 (A)), 4, 7, 12, 13, 14, 15, 16, 18, 23, and 28.

Co-op students are subject to the membership provisions in Article 5 and the Union dues provisions in Article 6.

- 2. Work terms for co-op students need not be advertised for competition other than in the co-op office.
- 3. Co-op students covered by this agreement shall be paid at a rate equal to a B5 on the salary scale.
- 4. The parties agree that individuals employed as Co-op students will be considered Casual Employees and receive the appropriate benefits as per Article 3.07 (b).
- 5. The College agrees that the Co-op student shall not be utilized to :
 - a) replace members of the bargaining unit, or
 - b) to Postpone or prevent an existing regular part-time position from becoming a full-time position, or
 - c) to postpone or prevent the establishment of new positions by the College.

The College agrees that no employee shall be made redundant or suffer loss of earnings through co-op students performing work normally done by employees in the bargaining unit. Co-op students shall not be used in preference to Casual Employees for work that has been regularly performed by Casual Employees in the past.

- 6. The College agrees to provide the Union with a copy of all college-approved Co-op positions proposals.
- 7. a) There will be only one Co-op student per department per coop term.
b) The duration of a Co-op position shall not exceed four months.
- 8. Disputes arising out of the above will be dealt with through the grievance procedure of the Collective Agreement.

COLLEGE OF NEW CALEDONIA

P.P.W.C. LOCAL # 29

DATE: _____

LETTER OF UNDERSTANDING

BETWEEN: COLLEGE OF NEW CALEDONIA

AND: P.P.W.C. LOCAL #29

RE: INTRODUCTION OF DEGREE-COMPLETION PROGRAMS AND COLLEGE EXPANSION

The College and the Union recognize the importance of expanding access to degree-completion programs in the College region and also recognize the importance of ensuring that the initiation of new degree-completion programs or proposed expansions of College facilities proceed smoothly.

Therefore, should the College choose and be approved to offer degree-completion programs using College facilities or personnel, or should the pending proposed expansions of College facilities be approved, the College and the Union agree as follows:

1. That the P.P.W.C. Local 29 shall be the sole bargaining agent for all employees whose duties are not primarily engaged in teaching functions.
2. It is not the intent of the College to thwart the normal growth of the work performed by the bargaining unit as the College's operations increase as a result of:
 - (i) the introduction of degree completion programs, or
 - (ii) the approval of the expansion proposal of the Vanderhoof building that is currently before the Ministry, or
 - (iii) the approval of the pending expansion proposal of the Burns Lake campus.
 - (iv) the Student Residence, currently under construction, upon its completion.

Current Collective Agreement provisions contained in Article 27.04 remain.

COLLEGE OF NEW CALEDONIA

P.P.W.C. LOCAL # 29

DATE: _____

LETTER OF UNDERSTANDING

BETWEEN: COLLEGE OF NEW CALEDONIA

AND: P.P.W.C. LOCAL 29

RE: Performance Evaluation

Given concern, expressed by the Union, with the current performance evaluation system, the College agrees to the formation of a joint committee consisting of 2 appointees from each of the College and the PPWC.

The joint committee is empowered to examine the issues related to the performance evaluation system and shall make recommendations to College management by May 31, 1993.

COLLEGE OF NEW CALEDONIA

P.P.W.C. LOCAL #29

DATE: _____

LETTER OF AGREEMENT

BETWEEN: COLLEGE OF NEW CALEDONIA

AND: P.P.W.C. LOCAL 29

RE: Financial Aid Position

The College agrees to resolve the issue of classification for the Financial Aid Officer upon ratification and agree that in the event that the position is reclassified any related wage adjustment would be paid retro-active to August 1,1992.

COLLEGE OF NEW CALEDONIA

P.P.W.C. LOCAL # 29

DATE: _____

LETTER OF AGREEMENT

BETWEEN: COLLEGE OF NEW CALEDONIA

AND: P.P.W.C. LOCAL 29

RE: College Orientation Program

In light of the P. P. W. C.'s expression of concern that employees are not receiving on-the-job training, the College agrees to develop and implement a College orientation program.

The objective of the program will be to provide new and existing employees with the necessary information to maximize learning and skills development.

COLLEGE OF NEW CALEDONIA

P.P.W.C. LOCAL # 29

DATE: _____

LETTER OF AGREEMENT

BETWEEN: COLLEGE OF NEW CALEDONIA

AND: P.P.W.C. LOCAL 29

RE: Job Descriptions & Classifications

The College and the Union agree that job descriptions/ classifications will be completed through the Pay Equity Committee and that they will be completed by March 31, 1995.

COLLEGE OF NEW CALEDONIA

P.P.W.C. LOCAL # 29

DATE: _____

APPENDIX "A"

SUPPORT STAFF

SALARY RANGE CLASSIFICATION

POSITION TITLE

A	Labourer	Banquet Help Cafeteria Assistant I Cafeteria Assistant - Cashier Cafeteria Assistant - Dishwasher #Labourer
B	Office Assistant/ Cafeteria Assistant II	#Baker
D	Tool Room Attendant	Tool Room Attendant Service Writer, Automotive Production Cook
E	Office Assistant V	Cafeteria Supervisor
K	Bldg. Services Asst. I	Custodian
L	Bldg. Services Asst. II	# Carpenter # Driver # Driver/Warehouseman # Groundsman/Handyman # Handyman # Security Guard # Painter/Handyman
M	Journeyman Mechanic	# Journeyman Mechanic
N	Apprentice Mechanic	# Apprentice Mechanic

O	Clerk of the Works	# Clerk of the Works
P	Bldg. Services Asst. III Building Services Engineer	# Maintenance Crew Chief # Power Engineer

These positions were not affected by initial Pay Equity adjustments and salaries for these positions are outlined in salary schedule " A ".

SUPPORT STAFF

SALARY RANGE CLASSIFICATION

POSITION TITLE

Q	Technician Classroom Aide	Classroom Aide - A. B. E., MK
		Classroom Aide - Adult Special Ed.
		Classroom Aide - B.O.T.
		Classroom Aide - I.L.S.
		Classroom Aide - Jail
		Classroom Aide - Job Entry
		Classroom Aide - Target
		Classroom Aide - TRAC
		Classroom Aide - Trades
		Classroom Aide - Quesnel
		Classroom Aide - Lakes District
		Interpreter
		Lab Technician - Biology Lab
		Lab Technician - Chemistry
		Lab Technician - Dental Hygiene
		Lab Technician - Electronics
		Lab Technician - Forestry
		Lab Technician - Nursing
		Lab Technician - Physics
		Technician - Audio Visual
Technician - Computer Hardware		
Technician - Library - Ancillary		
Technician - Library - Circulation		
Technician - Library - Regional		
S	Lead Hand - Journeyman	# Supervisor, H.E.O. Maintenance

Mechanic

Shop

These positions were not affected by initial Pay Equity adjustments and salaries for these positions are outlined in salary schedule " A".

APPENDIX "A"

CLERICAL STAFF

SALARY RANGE CLASSIFICATION

POSITION TITLE

A	Office Assistant I	Clerk I - Regional Offices #Assistant to TRAC control clerk # Lab Monitor
B	Office Assistant II Library Assistant I	Area Assistant - C.E.S. Audio-Visual Clerk OA II - E.D.C. C.E. Clerk, Admissions & Registration Library Asst. I - Circulation Night Clerk Clerk II Clerk II - Burns Lake - Mackenzie - Quesnel Clerk, Building Services Clerk/Typist II Clerk/Typist II - Nechako Clerk/Typist, Food Services College Store Assistant/Clerk II Financial Aid Clerk Library Asst. I - Ancillary Services Library Asst. I - Cataloguing/Processing Library Asst. I - Circulation Asst./Mailroom Clerk Library Asst. I - Circulation/Shelver Public Services Clerk Switchboard/Receptionist Switchboard/Receptionist - College Communication Vault Clerk

These positions were not affected by initial Pay Equity adjustments and salaries for these

positions are outlined in salary schedule A.

CLERICAL STAFF

SALARY RANGE CLASSIFICATION

POSITION TITLE

C	Office Assistant III	Accounts Payable Clerk
	Day Care Assistant I	Admin. Steno.
Admissions/Registration		
	Library Assistant II	Admin. Steno. Counselling
		Admin. Steno. Financial Services
		Admin. Steno. Human Resources
		Admin. Steno. Developmental
Studies		
		Admin. Steno. Co-op Program
		Admin. Steno. Enterprise Dev.
Centre		
		Admin. Steno. Job Trac
		Admin. Steno. Job Entry/Re-entry
		Accounts Receivable/Cashier
		Accounting/Data Entry Clerk
		Budget Clerk
		Clerk III, Burns Lake
		Clerk III, Nechako
		Clerk III, Mackenzie
		Clerk III, Quesnel
		Clerk III, Room Bookings/Cashier
		Day Care Teacher
		Financial Services Clerk
		Instructional Media Services - Film
Clerk		
		Library Assistant II - Acquisitions
		Library Assistant II - Office
		Nursing/Gymnasium Clerk, Days
		Purchasing Clerk
		Records Maintenance Clerk
		TRAC Control Clerk
		Office Assistant, College
		Communication
		# Recreation Assistant
		Capital Assets/Financial Services
Clerk		

These positions were not affected by initial Pay Equity adjustments and salaries for these positions are outlined in salary schedule A.

CLERICAL STAFF

SALARY RANGE CLASSIFICATION

POSITION TITLE

D	Office Assistant IV Day Care Assistant II Library Assistant III Secretary I	Admissions Clerk Assistant Head Day Care Teacher Assistant Payroll Clerk/Benefits Co-Op Office Assistant Library Assistant OA IV - DSC Printroom Clerk Regional Services Assistant Senior Accounts Payable Clerk Word Processing Operator
E	Office Assistant V Secretary II	Admissions Clerk Program Assistant, C.E.S. Program Assistant - Community & Continuing Ed. - Ft. St. James - Granisle - Literacy Project, Mackenzie - Lakes District - Mackenzie - Nechako - Southside - Trades Payroll Clerk Secretary, Assoc. Dir. Community & Continuing Education

These positions were not affected by initial Pay Equity adjustments and salaries

for these positions are outlined in salary schedule A.

<u>CLERICAL STAFF</u>		<u>POSITION TITLE</u>
<u>SALARY RANGE</u>	<u>CLASSIFICATION</u>	
E	Office Assistant V Secretary II	Secretary, Division Chair U.T. Arts Secretary, Division Chair Business
	Studies	
	Foundations	Secretary, Division Chair College
	Services	Secretary, Division Chair Nursing Secretary, Division Chair Human
	Science	Secretary, Division Chair U.T.
		Secretary, Division Chair Trades Secretary, Regional Services Burns Lake Mackenzie Quesnel Vanderhoof
		Senior Building Service Clerk Senior College Store Clerk * Program Developer - Native
	Programs	
	Assistant	Instructional Media Services
	Quesnel	Valt - Lakes District, Nechako,
F	Administrative Coord.	Head Day Care Teacher * Community Liaison Worker Admin. Coord. Lakes District Payroll Supervisor # Placement Assistant # Marketing Representative, E.D.C.
G	Programmer/Analyst I	Programmer/Analyst I Statistics/Reports Assistant Microcomputer Support Analyst

H Programmer/Analyst II #Programmer/Analyst II

These positions were not affected by initial Pay Equity adjustments and salaries for these positions are outlined in salary schedule A.

CLERICAL STAFF

SALARY RANGE CLASSIFICATION

POSITION TITLE

I	Programmer/Analyst III Administrative Assist. II	Academic Advisor Financial Aid Officer #Analyst III Application Support #Analyst III System Support #Programmer/Analyst III #* Native Indian Coordinator Co-op Co-Ordinator
J	Administrative Assist. Assist.	Admin. Assist., Counselling Admin. Asst., Special Projects Admin. Asst., Nechako Admin. Asst., Lakes District A.S.E. Transition Planner General Accountant * Athletic & Recreation * Women's Program Animator
R	Nurse	# Student Health Nurse

* It is agreed that these are specially funded positions and that they are included in Appendix A without prejudice to the College's right to decide whether or not to fill these positions.

These positions were not affected by initial Pay Equity adjustments and salaries for these positions are outlined in salary

schedule A.

EFFECTIVE NOVEMBER 1, 1992

SCHEDULE A - POSITIONS NOT AFFECTED BY PAY EQUITY

STEP		ANNUAL	MONTHLY	HOURLY
A	3	23,934	1,994	13.10
A	4	24,226	2,019	13.26
A	5	24,537	2,045	13.43
B	3	24,829	2,069	13.59
B	4	25,249	2,104	13.82
B	5	25,669	2,139	14.05
C	3	26,327	2,194	14.41
C	4	26,747	2,229	14.64
C	5	27,167	2,264	14.87
D	3	28,008	2,334	15.33
D	4	28,483	2,374	15.59
D	5	28,976	2,415	15.86
E	3	29,561	2,463	16.18
E	4	30,109	2,509	16.48
E	5	31,132	2,594	17.04
F	3	31,315	2,610	17.14
F	4	31,899	2,658	17.46
F	5	33,050	2,754	18.09
G	4	30,712	2,559	16.81
G	5	32,265	2,689	17.66
G	6	33,836	2,820	18.52
H	4	34,841	2,903	19.07
H	5	36,339	3,028	19.89
H	6	37,855	3,155	20.72
I	5	42,459	3,538	23.24
I	6	43,665	3,639	23.90
I	7	44,871	3,739	24.56
J	3	34,074	2,839	18.65
J	4	34,969	2,914	19.14
J	5	36,522	3,043	19.99

EFFECTIVE NOVEMBER 1, 1992

SALARY SCHEDULE A - POSITIONS NOT AFFECTED BY PAY EQUITY

STEP	ANNUAL	MONTHLY	HOURLY
K 3	27,350	2,279	14.97
K 4	28,428	2,369	15.56
K 5	30,529	2,544	16.71
L 3	29,269	2,439	16.02
L 4	30,346	2,529	16.61
L 5	32,265	2,689	17.66
M 3	37,253	3,104	20.39
M 4	38,330	3,194	20.98
M 5	39,591	3,299	21.67
*N 2	26,077	2,173	14.27
*N 3	29,802	2,484	16.31
*N 4	33,527	2,794	18.35
O 1	42,405	3,534	23.21
P 3	33,105	2,759	18.12
P 4	34,183	2,849	18.71
P 5	36,047	3,004	19.73
Q 5	31,479	2,623	17.23
Q 7	33,891	2,824	18.55
Q 9	36,284	3,024	19.86
R 5	40,121	3,343	21.96
R 6	41,199	3,433	22.55
S 3	38,860	3,238	21.27
S 4	39,774	3,314	21.77
S 5	41,144	3,429	22.52

*N2=70%-M3

*N3=80%-M3

*N4=90%-M3

EFFECTIVE NOVEMBER 1, 1993

SALARY SCHEDULE A - POSITIONS NOT AFFECTED BY PAY EQUITY

STEP	ANNUAL	MONTHLY	HOURLY
------	--------	---------	--------

A	3	24,664	2,055	13.50
A	4	24,957	2,080	13.66
A	5	25,267	2,106	13.83
B	3	25,560	2,130	13.99
B	4	25,980	2,165	14.22
B	5	26,400	2,200	14.45
C	3	27,058	2,255	14.81
C	4	27,478	2,290	15.04
C	5	27,898	2,325	15.27
D	3	28,739	2,395	15.73
D	4	29,214	2,434	15.99
D	5	29,707	2,476	16.26
E	3	30,292	2,524	16.58
E	4	30,840	2,570	16.88
E	5	31,863	2,655	17.44
F	3	32,046	2,670	17.54
F	4	32,630	2,719	17.86
F	5	33,781	2,815	18.49
G	4	31,443	2,620	17.21
G	5	32,996	2,750	18.06
G	6	34,567	2,881	18.92
H	4	35,572	2,964	19.47
H	5	37,070	3,089	20.29
H	6	38,586	3,216	21.12
I	5	43,190	3,599	23.64
I	6	44,396	3,700	24.30
I	7	45,602	3,800	24.96
J	3	34,804	2,900	19.05
J	4	35,700	2,975	19.54
J	5	37,253	3,104	20.39

EFFECTIVE NOVEMBER 1, 1993

SALARY SCHEDULE A - POSITIONS NOT AFFECTED BY PAY EQUITY

STEP		ANNUAL	MONTHLY	HOURLY
K	3	28,081	2,340	15.37
K	4	29,159	2,430	15.96

K	5	31,260	2,605	17.11
L	3	29,999	2,500	16.42
L	4	31,077	2,590	17.01
L	5	32,996	2,750	18.06
M	3	37,983	3,165	20.79
M	4	39,061	3,255	21.38
M	5	40,322	3,360	22.07
*N	2	26,588	2,216	14.55
*N	3	30,387	2,532	16.63
*N	4	34,185	2,849	18.71
O	1	43,135	3,595	23.61
P	3	33,836	2,820	18.52
P	4	34,914	2,909	19.11
P	5	36,778	3,065	20.13
Q	5	32,210	2,684	17.63
Q	7	34,622	2,885	18.95
Q	9	37,015	3,085	20.26
R	5	40,852	3,404	22.36
R	6	41,930	3,494	22.95
S	3	39,591	3,299	21.67
S	4	40,505	3,375	22.17
S	5	41,875	3,490	22.92

*N2=70%-M3 *N3=80%-M3 *N4=90%-M3

EFFECTIVE OCTOBER 1, 1994

SALARY SCHEDULE A - POSITIONS NOT AFFECTED BY PAY EQUITY

STEP	ANNUAL	MONTHLY	HOURLY
A 3	24,847	2,071	13.60
A 4	25,140	2,095	13.76
A 5	25,450	2,121	13.93
B 3	25,742	2,145	14.09
B 4	26,163	2,180	14.32
B 5	26,583	2,215	14.55
C 3	27,241	2,270	14.91

C	4	27,661	2,305	15.14
C	5	28,081	2,340	15.37
D	3	28,921	2,410	15.83
D	4	29,396	2,450	16.09
D	5	29,890	2,491	16.36
E	3	30,474	2,540	16.68
E	4	31,022	2,585	16.98
E	5	32,046	2,670	17.54
F	3	32,228	2,686	17.64
F	4	32,813	2,734	17.96
F	5	33,964	2,830	18.59
G	4	31,625	2,635	17.31
G	5	33,178	2,765	18.16
G	6	34,750	2,896	19.02
H	4	35,754	2,980	19.57
H	5	37,253	3,104	20.39
H	6	38,769	3,231	21.22
I	5	43,373	3,614	23.74
I	6	44,579	3,715	24.40
I	7	45,785	3,815	25.06
J	3	34,987	2,916	19.15
J	4	35,882	2,990	19.64
J	5	37,435	3,120	20.49
K	3	28,264	2,355	15.47
K	4	29,342	2,445	16.06
K	5	31,443	2,620	17.21

EFFECTIVE OCTOBER 1, 1994

SALARY SCHEDULE A - POSITIONS NOT AFFECTED BY PAY EQUITY

	STEP	ANNUAL	MONTHLY	
	HOURLY			
L	3	30,182	2,515	16.52
L	4	31,260	2,605	17.11
L	5	33,178	2,765	18.16
M	3	38,166	3,181	20.89
M	4	39,244	3,270	21.48
M	5	40,505	3,375	22.17

*N	2	26,716	2,226	14.62
*N	3	30,533	2,544	16.71
*N	4	34,349	2,862	18.80
O	1	43,318	3,610	23.71
P	3	34,019	2,835	18.62
P	4	35,097	2,925	19.21
P	5	36,960	3,080	20.23
Q	5	32,393	2,699	17.73
Q	7	34,804	2,900	19.05
Q	9	37,198	3,100	20.36
R	5	41,034	3,420	22.46
R	6	42,112	3,509	23.05
S	3	39,774	3,314	21.77
S	4	40,687	3,391	22.27
S	5	42,058	3,505	23.02

*N2=70%-M3

*N3=80%-M3

*N4=90%-M3

EFFECTIVE NOVEMBER 1, 1992

SALARY SCHEDULE B - POSITIONS AFFECTED BY PAY EQUITY

STEP		ANNUAL	MONTHLY	HOURLY	
A	3	24,244	2,020	13.27	
A	4		24,537	2,045	13.43
A	5	24,847	2,071	13.60	
B	3	25,140	2,095	13.76	
B	4	25,560	2,130	13.99	
B	5	25,980	2,165	14.22	
C	3	26,638	2,220	14.58	
C	4	27,058	2,255	14.81	
C	5	27,478	2,290	15.04	
D	3	28,318	2,360	15.50	
D	4	28,794	2,399	15.76	
D	5	29,287	2,441	16.03	
E	3	29,871	2,489	16.35	

E	4	30,420	2,535	16.65
E	5	31,443	2,620	17.21
F	3	31,625	2,635	17.31
F	4	32,210	2,684	17.63
F	5	33,361	2,780	18.26
G	4	31,022	2,585	16.98
G	5	32,575	2,715	17.83
G	6	34,147	2,846	18.69
H	4	35,151	2,929	19.24
H	5	36,650	3,054	20.06
H	6	38,166	3,181	20.89
I	5	42,770	3,564	23.41
I	6	43,976	3,665	24.07
I	7	45,182	3,765	24.73

EFFECTIVE NOVEMBER 1, 1992

SALARY SCHEDULE B - POSITIONS AFFECTED BY PAY EQUITY

STEP		ANNUAL	MONTHLY	HOURLY
J	3	34,384	2,865	18.82
J	4	35,279	2,940	19.31
J	5	36,832	3,069	20.16
K	3	27,661	2,305	15.14
K	4	28,739	2,395	15.73
K	5	30,840	2,570	16.88
Q	5	31,790	2,649	17.40
Q	7		34,201	2,850
	18.72			
Q	9	36,595	3,050	20.03

EFFECTIVE NOVEMBER 1, 1993

SALARY SCHEDULE B - POSITIONS AFFECTED BY PAY EQUITY

STEP		ANNUAL	MONTHLY	HOURLY
A	3	24,975	2,081	13.67
A	4	25,267	2,106	13.83
A	5	25,578	2,132	14.00
B	3	25,870	2,156	14.16

B	4	26,291	2,191	14.39
B	5	26,711	2,226	14.62
C	3	27,368	2,281	14.98
C	4	27,789	2,316	15.21
C	5	28,209	2,351	15.44
D	3	29,049	2,421	15.90
D	4	29,524	2,460	16.16
D	5	30,018	2,501	16.43
E	3	30,602	2,550	16.75
E	4	31,150	2,596	17.05
E	5	32,173	2,681	17.61
F	3	32,356	2,696	17.71
F	4	32,941	2,745	18.03
F	5	34,092	2,841	18.66
G	4	31,753	2,646	17.38
G	5	33,306	2,776	18.23
G	6	34,877	2,906	19.09
H	4	35,882	2,990	19.64
H	5	37,380	3,115	20.46
H	6	38,897	3,241	21.29
I	5	43,501	3,625	23.81
I	6	44,707	3,726	24.47
I	7	45,913	3,826	25.13

EFFECTIVE NOVEMBER 1, 1993

SALARY SCHEDULE B - POSITIONS AFFECTED BY PAY EQUITY

STEP	ANNUAL	MONTHLY	HOURLY	
J	3	35,115	2,926	19.22
J	4	36,010	3,001	19.71
J	5	37,563	3,130	20.56
K	3	28,392	2,366	15.54
K	4	29,470	2,456	16.13
K	5	31,571	2,631	17.28
Q	5	32,521	2,710	17.80
Q	7	34,932	2,911	19.12
Q	9	37,326	3,110	20.43

EFFECTIVE OCTOBER 1, 1994

SALARY SCHEDULE B - POSITIONS AFFECTED BY PAY EQUITY

STEP		ANNUAL	MONTHLY	HOURLY
A	3	25,158	2,096	13.77
A	4	25,450	2,121	13.93
A	5	25,761	2,147	14.10
B	3	26,053	2,171	14.26
B	4	26,473	2,206	14.49
B	5	26,893	2,241	14.72
C	3	27,551	2,296	15.08
C	4	27,971	2,331	15.31
C	5	28,392	2,366	15.54
D	3	29,232	2,436	16.00
D	4	29,707	2,476	16.26
D	5	30,200	2,517	16.53
E	3	30,785	2,565	16.85
E	4	31,333	2,611	17.15
E	5	32,356	2,696	17.71
F	3	32,539	2,712	17.81
F	4	33,124	2,760	18.13
F	5	34,275	2,856	18.76
G	4	31,936	2,661	17.48
G	5	33,489	2,791	18.33
G	6	35,060	2,922	19.19
H	4	36,065	3,005	19.74
H	5	37,563	3,130	20.56
H	6	39,080	3,257	21.39
I	5	43,684	3,640	23.91
I	6	44,889	3,741	24.57
I	7	46,095	3,841	25.23

EFFECTIVE OCTOBER 1, 1994

SALARY SCHEDULE B - POSITIONS AFFECTED BY PAY EQUITY

STEP		ANNUAL	MONTHLY	HOURLY
J	3	35,298	2,941	19.32
J	4	36,193	3,016	19.81

J	5	37,746	3,145	20.66
K	3	28,574	2,381	15.64
K	4	29,652	2,471	16.23
K	5	31,753	2,646	17.38
Q	5	32,703	2,725	17.90
Q	7	35,115	2,926	19.22
Q	9	37,508	3,126	20.53

APPENDIX B - MEMORANDUM OF UNDERSTANDING

BETWEEN: COLLEGE OF NEW CALEDONIA

AND: P.P.W.C. LOCAL #29

RE: BARGAINING UNIT EXCLUSIONS

The parties agree that in accordance with the recognized interpretations of the Labour Relations Board of British Columbia relating to managerial and/or confidential positions, the following positions are not included in the bargaining unit:

President
 Vice-President, Academic
 Vice-President, Administration and Bursar
 Director Planning and Student Records
 Director University Science and Technologies
 Director, Business and Management Studies
 Director, Communications
 Director, Enterprise Development Centre
Associate Director, Community & Continuing Education
 Associate Director, Employment Training
 Associate Director, Health Sciences
 Associate Director, Resource Centres
 Associate Director Social Services Programs & ASE
 Associate Director, Trades
 Division Chair, UT Arts
 Division Chair, UT Science
 Division Chair, Business
 Division Chair, Dental Studies
 Division Chair, Nursing
 Division Chair, Human Services Programs
 Division Chair, College Foundations
 Division Chair, Technologies

Division Chair, Trades
 Controller
 Registrar
 Assistant Registrar
 Regional Manager: Burns Lake, Nechako, Mackenzie, Quesnel
 Manager, Fund Raising
 Manager, Evening Campus
 Manager, Computer Services
 Manager, Building Services
 Manager, Security and Custodial Services
 Manager, Instructional Media Services
 Manager, Finance & Administration
 Manager, Food Services
 Manager, College Store
 Manager, Human Resources
Manager, Student Housing
 Head of Reference Services
 Public Relations Manager
 Manager, E.D.C.
 Purchasing Manager
 Personnel Services Assistant
 Employee Relations Assistant
 Executive Secretary to the President
 Executive Secretary to the Vice-President (2)
Executive Secretary to Human Resources

The College will not attempt to exclude from the bargaining unit any existing bargaining unit positions as of the date of signing of this Memorandum of Understanding during the term of this Agreement.

COLLEGE OF NEW CALEDONIA

P.P.W.C. LOCAL #29

DATE: _____