

47.02	Abandonment of Position.....	35
LOU#1	Adult Basic Education Co-ordinator	50
22.09	Advance of Sick Leave	21
54.05	Agreement to Continue in Force	44
52.06	Amendment of Time Limits (Grievance Procedure)	41
21	Annual Vacation	18
21.01	Annual Vacation Entitlement	18
16	Application of the Salary Scale	13
8	Appointment Categories	5
9	Appointment of Employees.....	8
13.01	Assignable Duties	10
13.03	Assignable Duty Time	11
3.02	Bargaining Agent Recognition	2
3.01	Bargaining Unit Defined.....	1
29	Bereavement Leave.....	26
3.05	Bulletin Boards	2
47.01	Burden of Proof	35
47.03	Censures	35
54.04	Changes in Agreement	44
5	Check-Off of Union Dues.....	3
40.01	Clarification (Transfer Expenses)	30
12	Classification and Reclassification	10
44.02	Cleaning	34
44	Clothing	34
44.01	Clothing Supply	34
54.03	Commencement of Bargaining.....	44
1.02	Conflict with Regulations	1
26.03	Continuation of Benefit Coverage	25
8.01	Continuing Appointment	5
45	Contracting Out.....	34
39	Copyrights	30
47.07	Correspondence (Discipline, Suspension, and Dismissal).....	36
48.02	Correspondence (Reduction and Recall).....	37
40.07	Cost of Connections and Alterations	31
40.06	Cost of Insurance	31
26.02	Coverage for Temporary and Part-time Appointments.....	25
3.08	Cross Picket Line (Right to Refuse)	2
LOU#3	Dean or <u>President</u> Application for Attached Appointment as Instructor.....	53
22.07	Deduction of Sick Leave	20
18	Department Chairs.....	15
26.01	Details of Coverage	23
52.11	Deviation from Grievance Procedure	42
47	Discipline, Suspension, and Dismissal.....	35
47.04	Dismissal/Suspension Procedure.....	35
52.07	Dismissal or Suspension Grievance	41
52.10	Disputes (Grievances)	41
17	Distance Education Courses	14
54.01	Duration (of Agreement)	44
13	Duties, Responsibilities and Workloads	10
52.13	Effective Date of Settlement	42
23	Employee Assistance Program	22
35	Employee Exchange Leave.....	29
22.04	Employee to Inform OUC	20
15.01	Equal Pay	12
14	Evaluation Reports.....	12
52.05	Failure to Act (Grievance Procedure).....	41
22.03	Family Illness.....	20
31	Fire Fighting Pay	26
43.12	First Aid	34

43.05	First Aid Supplies	33
1.06	Future Legislation.....	1
53	General Provisions.....	43
52.15	Grievance Arbitration	42
52.01	Grievance Definition.....	40
52	Grievance Procedure.....	40
51	Harassment.....	38
43.02	Health and Safety Committee.....	32
26	Health and Welfare Plans.....	23
20.04	Holiday Coinciding with a Day of Vacation	17
20.03	Holiday Falling on a Day of Rest.....	17
20.02	Holidays Falling on Saturday or Sunday	17
53.01	Hot Products.....	43
40.04	Hotel Expenses.....	30
1.04	Human Rights Act.....	1
22	Illness, Injury and Long-Term Disability	19
16.02	Increment (Receipt of)	14
50	Indemnity - Civil and Criminal Actions.....	38
22.08	Ineligible for Sick Leave	20
43.09	Injury Pay Provision	33
36	Instructor's Diploma Program	29
43.03	Investigation of Accidents	32
7.04	Joint Committee	5
32	Leave for Court Appearances.....	26
38	Leave for Writing Examinations.....	30
40.08	Legal Fees.....	31
43.01	Legislation (Safety and Health)	32
40.05	Living Allowance on Transfer	31
22.12	Long-Term Disability	21
22.10	Medical and Dental Appointments.....	21
26.04	Medical Examinations.....	25
LOU#5	Multi-Institutional Framework Agreement	57
12.01	New Classification.....	10
3.04	No Discrimination for Union Activity	2
3.03	No Other Agreement.....	2
13.04	Non-Instructional Duty Days.....	11
54.02	Notice to Bargain.....	44
6	OUC and Union to Acquaint New Employees	4
52.14	OUC Initiated Grievances.....	42
7	OUC-Union Relations	4
20	Paid Holidays	17
20.01	Paid Holidays	17
25	Parental Leave	22
8.03	Part-time Appointment	6
15.02	Pay Days	12
43.04	Pay Provisions	33
28	Payment to Dependent Upon Death of Employee	25
51.03	Personal Harassment	39
52.09	Personnel File (Review of).....	41
16.01	Placement	13
52.08	Policy Grievance	41
30	Political Activity.....	26
43.11	Pollution Control.....	33
10	Posting of Positions	9
1	Preamble	1
21.04	Preference in Vacation	18
21.02	Prime Time Vacation Period.....	18
34	Professional Development/Extended Study Leave	27
1.01	Purpose of the Agreement.....	1
48.03	Recall.....	37

16.02	Receipt of Salary Increment	14
15.05	Reclassification Downgrading	13
3.05	Recognition and Rights of Stewards	2
48.01	Reduction	36
48	Reduction and Recall.....	36
1.05	Reduction in Salary or Benefits	1
40.03	Removal Expenses	30
7.01	Representation.....	4
46	Resignation	34
24	Retirement.....	22
24.02	Retirement Allowance.....	22
24.01	Retirement Leave or Pay-out.....	22
52.09	Review of Personnel File	41
8.04	Right of First Refusal	6
47.06	Right to Grieve Disciplinary Action	36
3.08	Right to Refuse to Cross Picket Line	2
47.05	Right to Steward Representation	35
2	Rights of OUC	1
43	Safety and Health.....	32
15	Salary Scale and Procedure.....	12
15.03	Salary Scales	13
APPENDIX B	Salary Scales	48
43.06	Sanitary Conditions	33
21.05	Scheduled Vacations	18
11	Selection of Employees	9
18.02	Selection Procedure (Department Chairs).....	16
19	Seniority.....	16
48.04	Severance Pay.....	37
51.02	Sexual Harassment.....	38
8.05	Shared Continuing Appointments.....	7
22.01	Sick Leave Defined	19
22.02	Sick Leave Entitlement	19
22.05	Sick Leave Records.....	20
33	Special Leave.....	27
52.02	Step 1 (Grievance Procedure).....	40
52.03	Step 2 (Grievance Procedure).....	40
41	Subsistence Allowance.....	31
27	Superannuation.....	25
52.12	Technical Objections to Grievance.....	42
49	Technological Change	37
8.02	Temporary Appointment	5
15.04	Temporary Reclassification	13
54	Term of Agreement.....	44
18.03	Term of Appointment (Department Chairs).....	16
3.09	Time Off for Union Business.....	2
APPENDIX A	Training Programs	46
40	Transfer Expenses.....	30
40.02	"Transferring" Defined.....	30
43.10	Transportation of Accident Victims.....	33
42	Travel Allowance and Employee Parking	32
22.11	Travel Time for Medical and Dental Care	21
7.03	Union Access to College Premises	5
3.07	Union Insignia	2
7.02	Union Negotiating Committee.....	5
3	Union Recognition and Rights.....	1
4	Union Security.....	3
43.07	Unsafe Work Conditions	33
37	Upgrading of Qualifications.....	30
43.08	Use of OUC Vehicles and Equipments.....	33
1.03	Use Singular Terms	1

21.03	Vacation Carry-Over	18
21.06	Vacation Relief	18
42.13	Video Display Terminals	34
22.06	Voluntary Sharing of Sick Leave	20
22.13	Workers' Compensation Board Claim	22
13.02	Workload	10
LOU#2	Workload	52

WITNESSETH THAT:

ARTICLE 1 - PREAMBLE

1.01 **Purpose of the Agreement**

The purpose of this Agreement is to set forth and establish the terms and conditions of employment.

1.02 **Conflict with Regulations**

In the event that there is a conflict between the contents of this Agreement and any regulations made by OUC, this Agreement shall take precedence over the said regulations.

1.03 **Use Singular Terms**

Wherever the singular is used, the same shall be construed as meaning the plural unless otherwise specifically stated.

1.04 **Human Rights Act**

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

1.05 **Reduction in Salary or Benefits**

No employee shall suffer reduction in salary or any benefit as a result of this Agreement.

1.06 **Future Legislation**

In the event that any future legislation renders null and void or materially alters any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement, and the parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.

ARTICLE 2 - RIGHTS OF OUC

- 2.01 Except as otherwise provided in this Agreement, OUC or its delegated officers have exclusive control over the management, supervision and administration of OUC and the direction of the employees covered by this Agreement.

ARTICLE 3 - UNION RECOGNITION AND RIGHTS

3.01 **Bargaining Unit Defined**

- (1) The bargaining unit shall include all vocational instructors at OUC and such other instructional personnel as may be designated by the appropriate authority in a certificate of bargaining for B.C. Government and Service Employees' Union Vocational Instructors.
- (2) Vocational instructors are defined as those employees who are appointed to full-time and part-time instructional positions in vocational programs listed in Appendix A of this Agreement or any full-time vocational program. A full-time vocational program is a program which has 30 hours per week of scheduled class time. All Ministry designated vocational programs will be included in Appendix A.

3.02 **Bargaining Agent Recognition**

OUC recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees in the bargaining unit.

3.03 **No Other Agreement**

No employee covered by this Agreement shall be required or permitted to make a written or oral agreement with OUC or its representatives which may conflict with the terms of this Agreement.

3.04 **No Discrimination for Union Activity**

OUC and the Union agree that there shall be no discrimination, interference, restriction or coercion exercised or practised with respect to any employee for reason of membership or activity in the Union.

3.05 **Recognition and Rights of Stewards**

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

Those activities as defined shall be:

- (1) the posting of Union bulletins and notices;
- (2) the investigation and the processing of grievances;
- (3) the supervision of ballot boxes when necessary;
- (4) the performance of duties related to safety responsibilities.

It is mutually understood that item 3.05 (3) above shall in no way interfere with OUC duties of the Steward.

3.06 **Bulletin Boards**

OUC shall provide bulletin board facilities for the use of the Union; the locations shall be determined by mutual agreement.

3.07 **Union Insignia**

A union member shall have the right to wear or display the recognized insignia of the Union.

3.08 **Right to Refuse to Cross Picket line**

- (1) All employees covered by this Agreement shall have the right to refuse to cross a picket line resulting from a dispute as defined in the prevailing legislation. Any employee failing to report for duty shall be considered absent without pay.
- (2) Failure to cross a picket line encountered in carrying out OUC business shall not be considered a violation of this Agreement, nor shall it be grounds for disciplinary action.

3.09 **Time Off for Union Business**

- (1) Without Pay - Leave of absence without pay and without loss of seniority may be granted:
 - (i) to elected or appointed representatives of the Union to attend conventions of the BCGEU and groups with which the Union is affiliated;
 - (ii) to elected or appointed representatives of the Union to attend to Union business which requires them to leave their place of employment;
 - (iii) to employees who are representatives of the Union on a Negotiating Committee to attend meetings of the Negotiating Committee.

- (2) With Pay - Leave of absence with pay and without loss of seniority may be granted:
- (i) to employees who are representatives of the Union to leave their employment to carry on negotiations with OUC;
 - (ii) to Stewards, or their alternates, to perform their duties pursuant to clause 3.05;
 - (iii) to employees called to appear as witnesses before an arbitration board, or at any hearing mutually agreed to between the parties.
- (3) It is understood that employees granted leave of absence pursuant to this Article shall receive their current salary while on leave with pay. Leave of absence granted under this Article shall include sufficient travel time. OUC agrees that any of the above leaves of absence shall not be unreasonably withheld.
- (4) To facilitate the administration of section (1) of this clause, when leave without pay is granted, the leave shall be given with pay and the BCGEU shall reimburse OUC for the appropriate salary costs, including travel time.
- (5) Any employee who is elected or selected for a full-time position with the BCGEU or any "body" with which the Union is affiliated shall be entitled to a leave of absence without pay and without loss of seniority for a period of one year. Such leave shall be renewed each year during their term of office to a maximum of five years. At least three months' notice of intention to renew or not renew shall normally be given to OUC.

ARTICLE 4 - UNION SECURITY

- 4.01 All employees covered by this Agreement shall, as a condition of employment, hold and maintain membership in the Union after accumulating 30 days' service with OUC.

ARTICLE 5 - CHECK-OFF OF UNION DUES

- 5.01 OUC shall, as a condition of employment, deduct from the bi-weekly wage or salary of each employee in the bargaining unit the amount of the regular bi-weekly dues payable to the BCGEU. OUC shall include on each employee's T-4 statement the amount of the deductions paid to the Union by the employee in the previous year. An employee shall, as a condition of continued employment, complete an authorization form providing for the deduction from an employee's wages or salary the amount of the regular dues payable to the Union by a member of the Union.
- 5.02 OUC shall deduct from any employee upon written consent of that employee any assessments levied in accordance with the Union Constitution and/or By-laws.
- 5.03 Deductions shall be made from each bi-weekly payroll. Membership dues or payments in lieu thereof shall be considered as owing in the month for which they are so deducted.

- 5.04 (1) All deductions shall be remitted to the Union not later than 28 days after the date of deduction and OUC shall also provide a list of names of those employees from whose salaries such deductions have been made together with the amounts deducted from each employee. The Bargaining Unit Chairperson shall receive a copy of the current dues list.
- (2) OUC agrees to make every reasonable effort, subject to the capabilities of the Employee Relations information systems, to provide the following information to the Bargaining Unit Chairperson:
- (i) employee surname
 - (ii) employee first name
 - (iii) employee address
 - (iv) sex
 - (v) birth date
 - (vi) start date
 - (vii) salary
 - (viii) dues amount
 - (ix) month-to-date dues
 - (x) social insurance number

This information will be provided to the BCGEU electronically.

- 5.05 Before OUC is obliged to deduct any amount under clause 5.01, the Union must advise OUC in writing of the amount of its regular bi-weekly dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to OUC signed by the President of the BCGEU.

ARTICLE 6 - OUC AND UNION TO ACQUAINT NEW EMPLOYEES

- 6.01 OUC agrees to provide new employees with a copy of this Collective Agreement and to acquaint them with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-Off. A new employee shall also be advised of the name and location of their Steward.
- 6.02 (1) OUC agrees that a Steward or designate shall be given an opportunity to meet with an individual or group of new employees (on continuing appointments) within regular working hours without loss of pay, for 30 minutes for the purpose of acquainting the new employees with the benefits and duties of Union membership and the employees' responsibilities and obligations to the employer and the Union.
- (2) Such meetings shall be as required and arranged by the Employee Relations Division, but not more frequently than once per month.

ARTICLE 7 - OUC-UNION RELATIONS

7.01 Representation

No employee or group of employees shall undertake to represent the Union at meetings with OUC without the proper authorization of the Union. To implement this, the Union shall supply OUC with the names of its officers; and similarly OUC shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

7.02 **Union Negotiating Committee**

A Negotiating Committee shall be appointed by the Union and shall consist of up to three people representing the Union. The Union reserves the right to use up to three additional persons at any one time for technical information or advice. The Union shall advise OUC of its appointees to this Committee.

7.03 **Union Access to OUC Premises**

OUC agrees that access to its premises shall be granted to members of the Union staff when negotiating with OUC, as well as for the purpose of investigating and assisting in the settlement of a grievance. For these purposes, OUC shall make available to Union representatives or Stewards temporary use of an office or similar facility. Members of Union staff shall notify the designated supervisor in advance of their intention and their purpose for entering and shall not interfere with the operation of the department or section concerned.

7.04 **Joint Committee**

- (1) A Joint Committee comprised of representatives of OUC and representatives of Vocational Instructors Negotiating Committee (see 7.02) shall constitute the Joint Committee referred to throughout this Collective Agreement, unless otherwise specified.
- (2) The Union and OUC recognize the mutual value of ongoing joint discussions and negotiations in matters pertaining to working conditions, employment, services and labour management relations. To this end, the Union Negotiating Committee and OUC representatives 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 by mutual agreement. However, such meeting must be held not later than 10 working days after the request has been submitted. Employees shall not suffer any loss of salary for time spent on the Committee.

ARTICLE 8 - APPOINTMENT CATEGORIES

8.01 **Continuing Appointment**

- (1) A continuing appointment is an appointment to a full-time position consisting of 10 months of instruction per College year (defined as July 1st to June 30th). See clause 8.02 (1).
- (2) An employee on a continuing appointment shall be required to successfully complete a probationary period of two years.
- (3) An employee who does not hold an Instructor's Diploma, a permanent B.C. Teacher's Certificate appropriate to the instructional assignment, or an equivalent qualification as determined by OUC, at the time of initial appointment in the continuing appointment category shall be required to obtain the required qualification within the two-year probationary period, unless exempted from this provision by OUC. This time period may be extended by OUC because of extenuating circumstances.

8.02 **Temporary Appointment**

- (1) A temporary appointment is an appointment to a full-time position consisting of less than 10 consecutive months of instruction per College year. The length of appointment may be extended if mutually agreed by the Joint Committee.
- (2) A temporary appointment is also an appointment to a full-time position made vacant as a result of an employee being on leave and, in this case, shall not exceed the term of the leave of the employee being replaced.

- (3) Employee rights and benefits carry over from one temporary appointment to another provided there is a break of no more than five consecutive months between successive temporary appointments.
- (4) An employee on a temporary appointment may be required by OUC to obtain an Instructor's Diploma; the time limit for acquisition is at the discretion of OUC.

8.03 **Part-Time Appointment**

- (1) A part-time appointment is an appointment to a position with weekly assignable hours of less than 30 hours per week.
- (2) Employee rights and benefits carry over from one part-time appointment to another provided there is a break of no more than five consecutive months between successive part-time appointments.

8.04 **Right of First Refusal**

- (1) To be eligible for the right of first refusal for a similar appointment, an employee must have completed at least 48 weeks of service and had a minimum of two appointments of at least 12 weeks duration in the immediately previous three College years. All service must be in a similar appointment. The Department Chair, in collaboration with the designated supervisor, shall determine if the available appointment is sufficiently similar to permit right of first refusal. Right of first refusal shall be retained provided there is a break of no more than 12 consecutive months between successive appointments.
- (2) In order to be eligible for right of first refusal at a particular centre, one of the appointments must have been at that centre.
- (3) Right of first refusal shall be earned within each appointment category (Article 8). An employee with right of first refusal for a temporary appointment shall also have right of first refusal for a similar part-time appointment. An employee with right of first refusal for a part-time appointment shall also have right of first refusal for a similar temporary appointment provided they have had a temporary appointment of at least 12 weeks duration within the last 12 months.
- (4) An employee must have received a satisfactory evaluation during the period described in (1) above. If an evaluation has not been completed, eligibility for right of first refusal shall not be denied.
- (5) Where two or more employees are eligible for right of first refusal, the employee with the most seniority (see Article 19) shall be offered the position.
- (6) The acquisition and maintenance of right of first refusal shall not extend beyond the age of 65.

8.05 **Shared Continuing Appointments**

- (1)
 - (i) A shared continuing appointment is an appointment category used when the duties (see Article 13) normally associated with one full-time position and one employee on continuing appointment are voluntarily shared between two employees on continuing appointment. The specific arrangements for sharing the duties may vary from one situation to another, and may include sharing the normal full-time annual workload for part of the year on a full-time basis, or for the entire year on a fractional basis.
 - (ii) Other arrangements for shared continuing appointments may be submitted for consideration and implementation if mutually agreeable to the employees, the designated supervisor, and OUC.

- (2) After a minimum of three years of satisfactory service, two employees on continuing appointments within the same program may jointly apply in writing to the OUC President to share one full-time position and to each hold a shared continuing appointment.
- (3) The OUC President shall normally approve the application provided that the employees making the application, the department(s) involved, and the designated supervisor agree that services to students and to OUC will not be adversely affected under the proposed arrangements.
- (4) Within 20 working days of the submission of the application, the OUC President shall inform the applicants in writing of his or her decision, and if the application is not approved, shall state in writing the reasons for non-approval. A decision to deny an application shall not be grievable.
- (5)
 - (i) Shared continuing appointments shall be granted for either a one year or two year trial period coinciding with a College year (July 1st - June 30th). During this trial period, a temporary employee shall normally be appointed to cover duties vacated by the employees on the shared continuing appointments. A part-time employee may be appointed provided arrangements satisfactory to the department and OUC are made.
 - (ii) At least 60 working days prior to the expiration of the initial one year or two year trial period of the shared continuing appointments, both employees may jointly apply in writing to the OUC President for shared continuing appointments of indefinite duration. The OUC President shall decide on the application within 40 working days of its receipt. If such application is approved, those duties vacated by the employees on shared continuing appointments shall be assigned to another employee(s).
- (6)
 - (i) An employee on a shared continuing appointment shall accumulate service on a prorata basis. Accumulated service shall include periods of leave during which an employee has received remuneration from OUC. Except for maternity/adoption leave, it shall not include periods of leave during which an employee has not received remuneration from OUC as provided in this Agreement.
 - (ii) If the employment of an employee on a shared continuing appointment is terminated in accordance with Articles 19 (Seniority) and 48 (Reduction), and this Article, the employee shall receive severance pay in accordance with clause 48.04 on a prorata basis.
- (7)
 - (i) The two employees on shared continuing appointments are entitled to the salary provisions of a full-time continuing appointment at each employee's appropriate salary scale step on a prorata basis.
- 8.05 (7)
 - (ii) An employee on a shared continuing appointment shall receive an annual salary incremental increase until the maximum salary is reached (see clause 16.02).
 - (iii) An employee on a shared continuing appointment shall be eligible for an annual vacation (see clause 21.01) on a prorata basis.
 - (iv) If an employee on a shared continuing appointment wishes to receive health and welfare benefits specified in Article 26, the period of participation shall be a complete College year (July 1st - June 30th) or multiple thereof, and OUC shall contribute a prorata share of the annual costs of these benefits and the employee shall pay the balance of the annual costs of these benefits.
 - (v) For the purposes of Article 27, the pensionable service of an employee on a shared continuing appointment shall be calculated on a prorata basis during the period in which the employee is on a shared continuing appointment.

- (vi) For an employee on a shared continuing appointment, sick leave benefits as specified in Article 22.02 shall be accumulated on a prorata basis. Deductions from sick leave credits shall be in accordance with the specific arrangements for sharing duties (see clause 8.05(1)).
- (vii) An employee on a shared continuing appointment shall continue to be eligible for benefits from the Professional Development fund on the same basis as for a full-time employee on a continuing appointment. OUC and employee contributions to the Professional Development fund shall be the same as that for a full-time employee on a continuing appointment.

ARTICLE 9 - APPOINTMENT OF EMPLOYEES

- 9.01 OUC shall appoint employees in accordance with Article 8.
- 9.02 OUC shall require each candidate for appointment to sign an appointment form, which shall be an offer of appointment to OUC, indicating their acceptance of the conditions of their appointment and their acceptance of the conditions of this Agreement, provided that such appointment form shall not in any way be contrary to, vary, or alter the Articles of this Agreement.
- 9.03 All candidates for appointment shall be sent two copies of the appointment form signed by the President, or designate, indicating the program in which they shall teach. Upon signing and delivering one copy of the appointment form to the Employee Relations Office within the time period specified on the form, the candidate shall be deemed to have accepted the appointment. Any candidate who fails to deliver a signed acceptance of offer of appointment within the time period stipulated on the form shall be deemed to have rejected OUC's offer, and OUC shall be entitled to consider the position vacant.
- 9.04 At the time of initial appointment within a department, employees shall receive general orientation and their instructional assignments before being required to assume their assigned instructional duties.
- 9.05 All candidates for appointments of less than 10 days shall be sent an appointment letter, signed by the OUC President or designate, confirming the terms of their appointment.

ARTICLE 10 - POSTING OF POSITIONS

- 10.01 Except in emergency situations, whereupon there will be consultation with the appropriate Department Chair, all positions of two consecutive months or more (see Appendix A) shall be posted for 14 calendar days prior to the closing date for the position. Such notice shall contain the following information: nature of position, qualifications, required knowledge and education, skills, salary rate. An emergency situation is defined as a situation in which the time available to secure the services of an instructor is not sufficient to permit adherence to the time limits specified in this contract.

ARTICLE 11 - SELECTION OF EMPLOYEES

- 11.01 OUC shall determine, in consultation with the employees in the appropriate program, the need for new employees who will be covered by this Agreement.
- 11.02 OUC shall establish, in consultation with the employees in the appropriate program, appropriate qualifications for positions covered by this Agreement.

- 11.03 For full-time or part-time positions over six months duration, selection committees shall be established and shall normally consist of: two employees on continuing appointment from the appropriate program, including the Department Chair if appropriate, one employee on continuing appointment from within the bargaining unit; one employee from within OUC, who may be the Centre Director if appropriate; one student from the program involved; and the designated supervisor, (or designate). At the discretion of the designated supervisor, a non-voting representative from the community may be included for a program associated with an outside professional organization. The committee shall review all applications, prepare a short-list which shall normally contain the names of three candidates, interview the short-listed candidates, and recommend to the OUC President the candidates for appointment in order of preference.
- 11.04 When a new instructor is required for a program in which there are no existing employees, the two employee representatives on a selection committee shall be selected from related programs by the designated supervisor.
- 11.05 For full-time and part-time positions under six months duration, the Dean, in consultation with the appropriate Department Chair, will recommend a candidate for appointment to the position.
- 11.06 The chair of a selection committee shall normally be the designated supervisor (or designate). The designated supervisor (or designate) may relinquish the chair of the selection committee by appointing the Department Chair to chair the committee. If the designated supervisor (or designate) is absent, the Department Chair shall chair the committee. In selections without Department Chairs, the designated supervisor (or designate) shall appoint a selection committee chair.
- 11.07 Employee representatives on selection committees shall be selected by the employees on continuing appointments in the appropriate program in collaboration with the designated supervisor.
- 11.08 Selection committees shall base their recommendations on the criteria determined under clause 11.02, together with expansions to those criteria provided by the designated supervisor and deemed appropriate by the selection committee. In the final stages of the selection procedure, if there are two or more candidates whom the selection committee finds equally qualified for the position, and if one of these candidates is an internal applicant, the selection committee shall recommend that first preference be given to the internal candidate.
- 11.09 The failure of a member or members of a selection committee to attend meetings of selection committees, shall not invalidate the recommendations of the committee.
- 11.10 A current employee who applies for a posted position and is unsuccessful shall, upon request, be notified of the reasons why they were unsuccessful. This request must be made in writing to the Director, Employee Relations within five days of the employee being notified of the decision of the selection committee.

ARTICLE 12 - CLASSIFICATION AND RECLASSIFICATION

12.01 New Classification

When a new classification covered by this Agreement is introduced, the rate of pay, job content, responsibilities and jurisdiction of such classifications shall be subject to negotiations between OUC and the Union in accordance with the other provisions of this Agreement. If the parties are unable to agree, the matter may be referred to arbitration under Article 52 of this Agreement. The new rate of pay shall be retroactive to the date the new position was first occupied.

ARTICLE 13 - DUTIES, RESPONSIBILITIES AND WORKLOADS

13.01 Assignable Duties

The duties and responsibilities of an employee may include all or any of the following: instructional (teaching assignments); course and program preparation; student contact, student advising; evaluation of student work; other functions related to instruction; professional development; student registration and pre-registration duties, school visitations; participation on OUC committees; attendance at articulation meetings; representing OUC at other functions; administrative duties; and other duties as specified in this Article.

13.02 Workload

- (1) The total assigned duty time (clause 13.03) for full-time employees shall not exceed 30 hours per week, except by mutual agreement between the designated supervisor (or designate) and the employee.
- (2) The working week shall be five consecutive days from Monday to Friday, except that this arrangement may be changed by mutual agreement between OUC and the employee.
- (3) For posted positions that make reference to work assignments on weekends, acceptance of the position will signify mutual agreement of the specified work week.
- (4)
 - (i) Arrangements shall be made for one meal period and two 15-minute rest periods, during each working day. Meal periods shall be scheduled through mutual agreement between OUC and the employee and may be either 30 or 60 minutes in length.
 - (ii) The provisions of section 13.02 (1) and 13.02 (4) (i) of this clause shall normally be completed within a maximum period of seven-and-one-half consecutive hours per day. This may be extended to a maximum of 12 consecutive hours per day for a maximum of two days per week.
- (5) When an instructor from one centre is assigned duties at another centre, each two hours of travel time between centres shall equal one assigned duty hour.

- 13.02 (6)
 - (i) When an instructional assignment for a continuing instructor exceeds the maximum average of the instructional hours specified in 13.03 (2) (i), these hours shall be banked at the rate of time and one-half as non-instructional days. These days shall be taken during the same College year as they are worked and at a time mutually agreed to between the instructor, the Department Chair, and the designated supervisor. With the mutual written agreement of the instructor and the designated supervisor, the instructor may be paid for the additional hours worked.
 - (ii) When an instructional assignment for a temporary instructor exceeds the maximum average of the instructional hours specified in 13.03 (2) (i), these hours shall be paid at time and one-half the hourly rate for the additional hours worked.
- (7) An employee whose assignable duties are in excess of 30 hours per week shall be paid at time and one-half their hourly rate for the additional hours worked.
- (8) Additional hours worked may not be counted under both clause 13.02 (6) and 13.02 (7).

13.03 Assignable Duty Time

- (1) The assigned duty time is made up of instructional assignments and other assigned duties as outlined in 13.01.

- (2) (i) The maximum instructional hours per week for full-time employees shall not exceed 27.5 hours unless arrangements satisfactory to the instructor, the Department Chair and the designated supervisor are made to exceed the maximum.
- (2) (ii) The instructional hours per week shall be averaged over the College year exclusive of annual vacation and non-instructional duty days.
- (iii) An instructional hour is defined as one hour of scheduled instruction in a classroom, seminar, laboratory, clinical, tutorial, or shop situation.
- (iv) In addition to the instructional hours in 13.03 (2) (iii), instructors shall undertake the associated course preparation, student contact, marking and other functions and responsibilities required to deliver the course.
- (3) Other assignable duty hours as outlined in 13.01 shall be assigned by the Dean in consultation with the instructor.

13.04 **Non-instructional Duty Days**

- (1) (i) In order to allow employees time to prepare for incoming classes and to conclude the affairs of previous classes, provision shall be made for the scheduling of non-instructional duty days to a maximum of 10 working days for each instructor in any one calendar year. At least 10 working days before the commencement of such non-instructional duty days, the instructor shall prepare a proposed schedule for the use of the non-instructional duty days in consultation with the Department Chair for approval by the designated supervisor.
- (ii) Non-instructional duty days shall be prorated for employees on temporary and part-time appointments based on a maximum entitlement of 10 working days in any one calendar year.

- | 13.04 (2) (i) A committee consisting of two representatives from administration and four representatives from the vocational instructors will administer a NIDD bank. In addition to the days in 13.04 (1), a total of 150 days will be allocated to the bank each fiscal year for use by eligible employees. Days remaining in the bank at the end of one fiscal year will be carried forward to the next year to a maximum of 30 days, subject to 13.04 (2) (ii).
- (ii) The maximum carry-over at March 31, 1992 will be 75 days and at March 31, 1993, a maximum of 105 days.
- (iii) Employees, in consultation with their Department Chair will submit their applications to the designated supervisor.
- (iv) Applications must have the approval of the designated supervisor prior to being submitted to the committee.
- (v) Non-approval of an application by the supervisor will not be grievable.
- (vi) A maximum of 10 days per year will be available for the use of an individual. This maximum may be waived in exceptional circumstances upon the approval of the committee.
- (vii) Eligible employees are employees on continuing appointment or employees on temporary or part-time appointments of at least five months duration.

ARTICLE 14 - EVALUATION REPORTS

14.01 Where a formal evaluation of an employee's performance as an instructor or Department Chair is carried out, the employee concerned shall be given the opportunity to read and review the evaluation. Provision shall be made on the evaluation form for an employee to sign it. The form shall provide for the employee's signature in two places: one indicating that the employee has read and accepts the evaluation, and the other indicating that the employee disagrees with the evaluation. The employee shall sign in only one of the places provided. No employee may initiate a grievance regarding the contents of an evaluation report unless the signature indicates disagreement with the evaluation. An employee shall, upon request, receive a copy of this evaluation report. An employee evaluation shall not be changed after an employee has signed it.

ARTICLE 15 - SALARY SCALE AND PROCEDURE

15.01 Equal Pay

OUC shall not discriminate between male and female employees by employing a person of one sex for any work at a rate of salary that is less than the rate of salary which a person of the other sex is employed.

15.02 Pay Days

Salaries shall be payable every second Friday throughout the calendar year. OUC agrees to have salaries deposited to each employee's bank, credit union or trust company account in the OUC region.

15.03 Salary Scales

(1) Employees shall be paid in accordance with the rates of pay negotiated by the parties to this Agreement. For information purposes, the applicable rates of pay are recorded as Appendix "B" to this Agreement. *

(2) Employees who left the employment of OUC between April 1, 1996 and the date of signing of this Agreement shall be entitled to any increase in salary for the periods of time the employees worked following April 1, 1996 as follows:

- (i) Retroactive salary in the amount of \$20.00 or more shall be deposited by OUC directly into the last known bank account of the employee; and
- (ii) Retroactive salary in the amount of less than \$20.00 shall be paid upon receipt of a written application from the employee to the Employee Relations Division.

15.04 Temporary Reclassification

An employee assigned to substitute in, or perform the duties of, a higher paying classification shall receive the appropriate higher salary rate.

15.05 Reclassification Downgrading

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

ARTICLE 16 - APPLICATION OF THE SALARY SCALE

16.01 **Placement**

- (1) At time of initial appointment, an employee may be placed on the salary scale to a maximum initial placement of Step 7.
- (2) In exceptional circumstances, and at the discretion of the President or designate, this maximum may be waived.
- (3) Initial placement on the salary scale will be determined using the following criteria:

QUALIFICATIONS:

<u>Diploma in Technology or equivalent</u>	<u>Step 14</u>
Bachelor's Degree, Trades Qualification, <u>or equivalent</u>	<u>Step 13</u>
Master's Degree	<u>Step 12</u>
<u>Doctoral Degree</u>	<u>Step 11</u>

16.01 (3) **EXPERIENCE:**

- (i) One step for each year of full-time equivalent related teaching experience at the post-secondary level at more than one institution, provided the experience is concurrent and equates to full-time at OUC, as determined by the designated supervisor.
- (ii) One step for each complete two-year block of full-time related teaching in the public school system.
- (iii) One step for each of the first two years and one step for each complete two-year block thereafter of full-time work experience in an area directly related to the employee's duty assignment.
- (iv) Experience gained prior to the granting of a degree or certificate will not be included in the experience calculation.
- (v) For the purpose of 16.01(3)(ii) and 16.01(3)(iii) above, part-time work may be considered as full-time equivalent experience at the discretion of the Dean.

16.02 **Receipt of Salary Increment**

- (1) An employee on a continuing appointment shall receive an annual incremental increase in the pay period in which their anniversary date falls until the maximum salary is reached. The anniversary date of employment shall be defined as the starting date of continuous service with OUC or a date which reflects accumulated service, in accordance with clause 19.01 (1).
- (2) An employee on a temporary or a part-time appointment shall receive a salary increment when they have completed the equivalent of 44 weeks full-time service with OUC and shall receive additional salary increments for each successive equivalent of 44 weeks full-time service until the maximum salary is reached, subject to clauses 8.02 and 8.03. Where an employee has 16 weeks of continuous service, the service shall be accumulated provided interruptions of service do not exceed 12 months.
- (3) Should an employee on a temporary or part-time appointment be successful in obtaining a continuing appointment, their anniversary date of employment shall be adjusted to reflect their cumulative service with OUC, subject to clauses 8.02 and 8.03.

ARTICLE 17 - DISTANCE EDUCATION COURSES

17.01 When OUC intends to offer a Distance Education course,

- (1) the appropriate Department Chair shall be notified, and
- (2) the employees in the appropriate instructional areas shall have "right of first refusal" for the distance education tutor work for which they are qualified.

17.02 Distance Education offerings, delivery or otherwise, shall not be regarded as an assignable duty under the provisions of Article 13.

17.03 Part-time distance education tutors and full-time employees who assume a distance education tutoring assignment shall be paid in accordance with the following:

- (1) For each distance education course assigned to the tutor for a 12-month period, a retainer of:

<u>March 31, 1996</u>	<u>\$272.00</u>
<u>April 1, 1997</u>	<u>\$277.00</u>

This amount shall be prorated for a shorter period, subject to a minimum retainer of:

<u>March 31, 1996</u>	<u>\$136.00</u>
<u>April 1, 1997</u>	<u>\$138.00</u>

- (2) For each assigned student who is registered in a course section 18 calendar days after the official commencement date of the course section:

<u>March 31, 1996</u>	<u>\$61.00</u>
<u>April 1, 1997</u>	<u>\$62.00</u>

- (3) For each assigned student who completes the course and receives a grade, or who participates in the course and is assigned a grade of WF,

<u>March 31, 1996</u>	<u>\$47.00</u>
<u>April 1, 1997</u>	<u>\$48.00</u>

- (4) For each contact hour for seminars or workshops that are required by OUC,

<u>March 31, 1996</u>	<u>\$42.00</u>
<u>April 1, 1997</u>	<u>\$43.00</u>

ARTICLE 18 - DEPARTMENT CHAIRS

18.01 Under the general direction of the designated supervisor, the Chair of an instructional department shall:

- (1) Provide academic leadership by supporting departmental colleagues with regard to maintaining standards of instructional excellence, curriculum development, working effectively with students, and professional development.
- (2) Represent and act on behalf of the department in faculty and OUC matters.
- (3) Assist the designated supervisor with the development and implementation of departmental, * faculty and OUC policies and procedures, ensuring that department members are consulted with respect to, and involved in the making of, departmental decisions and recommendations.

- (4) Establish departmental strategic and operational plans, in consultation with instructional staff, as well as, in consultation with the designated supervisor, assist in the development of faculty strategic and operational plans.
- (5) Establish and maintain a system for recommending to the designated supervisor an equitable assignment of instructional and non-instructional (course advising, curriculum development, committee membership, etc.) workload.
- (6) Facilitate effective communication amongst departmental members and between the department and the designated supervisor.
- 18.01 (7) Assist and complement the work of other OUC employees, departments, * divisions, and faculties by developing and maintaining effective administrative systems with respect to budget development, the ordering of books and other program supplies, library collection development, maintenance of department records such as syllabi, reading lists, class materials, etc., and the setting of examinations and grading.

In addition, where specifically authorized by the Dean, the Chair of an instructional department shall:

- (8) Administer the departmental non-salary operating budget.
- (9) Establish and chair selection committees to hire instructional staff.
- (10) When mutually agreed between the designated supervisor and the Chair, evaluate the performance of instructional staff with regard to teaching.

18.02 **Selection Procedure**

A Department Chair shall be appointed according to the following procedure:

- (1) All department members holding continuing positions shall be eligible for the position of Department Chair.
- (2) The position of Department Chair shall be posted internally only.
- (3) The recommendation to the OUC President of a department member for the position of Department Chair shall be determined by a secret ballot at a departmental meeting. The designated supervisor shall act as chair for the election. Employees on continuing appointment, or temporary employees who have accumulated 12 months service in accordance with 8.02 and 8.03 and whose current appointment is for a period of four consecutive months or more shall be eligible to vote.

18.03 **Term of Appointment**

- (1) The term of a Department Chair shall normally begin on July 1st and shall normally have a length of three years.
- (2) A Department Chair who anticipates being absent or who is absent for a continuous period of four months or more shall yield the Chair. In such event, election of a new Department Chair, in accordance with clause 18.02 (3), shall normally take place within one month.

ARTICLE 19 - SENIORITY

- 19.01 (1) Seniority for employees on continuing appointments shall be defined as the length of accumulated service with OUC, subject to clauses 8.02 and 8.03 if the employee had previous service in a temporary or part-time appointment category.

- (2) Seniority for employees on temporary or part-time appointments shall be defined as the length of accumulated service with OUC, subject to clauses 8.02 and 8.03.
- 19.02 An employee shall not lose seniority rights if they are absent from work because of sickness, accident or leave of absence approved by OUC.
- 19.03 An employee shall lose seniority rights in the event they are discharged for cause, they resign and are not reinstated within 30 days, or clause 8.02, 8.03 or 48.03 (2) takes effect.
- 19.04 OUC shall provide the Union with an employee seniority list annually in July.

ARTICLE 20 - PAID HOLIDAYS

20.01 Paid Holidays

The following have been designated as paid holidays:

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

- 20.01 Any other holiday proclaimed as a holiday by the federal, provincial or municipal government for the locality in which an employee is working shall also be a paid holiday.

20.02 Holidays Falling on Saturday or Sunday

For an employee whose work week is from Monday to Friday and when any of the above-noted holidays fall on a Saturday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this Agreement; and when a holiday falls on a Sunday and it is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding section already applies to the Monday) shall be deemed to be the holiday for the purpose of this Agreement.

20.03 Holiday Falling on a Day of Rest

When a paid holiday falls on an employee's day of rest, OUC shall make every reasonable effort to give the employee a lieu day off, with pay, on the first regularly scheduled workday following the day of rest so affected. Where this is not possible, the lieu day shall be taken at a mutually agreeable time. When a paid holiday is moved to another day under the provision of this clause:

- (1) work performed by an employee on the day from which the holiday was moved shall be considered as work performed on a day of rest;
- (2) work performed by an employee on the day to which the holiday was moved shall be considered as work performed on a holiday.

20.04 Holiday Coinciding with a Day of Vacation

Where an employee is on vacation and a day of paid holiday falls within that period, the paid holiday shall not count as a day of vacation and shall be rescheduled in accordance with Article 21.

- 20.05** Employees on temporary or part-time appointments who have earned wages in 15 of the 30 calendar days prior to a statutory holiday, and are still employed by OUC, or are re-employed by OUC within 10 working days (exclusive of statutory holidays) of the holiday, shall be paid for such holiday. In the case of employees who work varied hours, the pay for the holiday is calculated as the average of their hours exclusive of overtime for the days they have earned wages in the 30

calendar day period immediately preceding the week in which the statutory holidays occurs.

ARTICLE 21 - ANNUAL VACATION

21.01 Annual Vacation Entitlement

- (1) The vacation year shall coincide with the calendar year.
- (2) An instructor on a continuing appointment shall be entitled to an annual paid vacation of 43 working days. Where less than a full year of service is involved, vacation shall be prorated on the basis of 3.5 days with pay for each completed month of service. For the purpose of this clause, unpaid leave shall not be counted as service.
- (3) An employee on a temporary, or part-time appointment shall receive 16% of their gross salary, payable bi-weekly, in lieu of vacation time. Employees appointed for 10 consecutive months or more may request at the start of their appointment to earn vacation entitlement in accordance with clause 21.01 (2). Any entitlement not taken during the appointment period shall be paid out in cash at the end of the appointment period.

21.02 Prime Time Vacation Period

Subject to the instructional needs of the vocational programs, vacation time shall be scheduled at the convenience of the instructors concerned. OUC shall make every reasonable arrangement to assure that instructors are able to schedule vacations during the period from May 1st to September 30th. An instructor shall be entitled to take 50% of their annual vacation entitlement during the two-month period of July and August. Employees who are required by OUC to be recalled during their vacation period shall receive equivalent vacation day(s) off at a later date.

21.03 Vacation Carry-Over

Upon notification in writing to the designated supervisor, an employee may carry-over a maximum of five days' vacation leave to the next year. However, if an employee wishes to carry-over up to an additional five days' vacation time, they shall seek the formal written approval of the designated supervisor. An employee shall not receive cash in lieu of vacation time, except upon termination, or as prescribed under clause 21.01 (3).

21.04 Preference in Vacation

- (1) Vacation shall be granted on the basis of seniority within a program.
- (2) Vacation schedules will be circulated and posted by April 1st of each year.
- (3) An employee who does not exercise their seniority right within two weeks of receiving the vacation schedule shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.

21.05 Scheduled Vacations

Vacation schedules, once approved by OUC, shall not be changed, other than in cases of emergency, except by mutual agreement between the employee and OUC.

21.06 Vacation Relief

Where vacation relief is required, employees shall, subject to the needs of the programs and courses concerned, be given the opportunity to relieve other employees in higher paid classifications. The qualifications of relief instructors available shall be the main criterion applied in assigning appointments under this section.

ARTICLE 22 - ILLNESS, INJURY AND LONG-TERM DISABILITY

22.01 Sick Leave Defined

- (1) Sick leave means the period of time an employee is permitted to be absent from work with full pay by virtue of being sick, disabled, quarantined, or because of an accident for which compensation is not payable under the Workers' Compensation Act, or for circumstances as provided for under clause 22.03.
- (2) An employee may be required to produce a certificate from a duly qualified practitioner, certifying that the sick employee is unable to carry out their duties due to illness. OUC may require the employee to have their physician complete OUC's Illness and Injury Report, and to forward the completed report to the OUC Physician.

22.02 Sick Leave Entitlement

- (1) An employee on a continuing appointment on staff as at March 31, 1979 shall earn sick leave credits at the rate of one-and-one-half (1.5) days for each month of service in which pay is received for at least 15 days each calendar month, and shall accumulate sick leave credits to a maximum of 250 working days.
- (2) An employee on a continuing appointment who was appointed on April 1, 1979, or thereafter, shall earn sick leave credits at the rate of one-and-one-half (1.5) days for each month of service in which pay is received for at least 15 days each calendar month, and shall accumulate sick leave credits to a maximum of 180 working days.
- (3)
 - (i) An employee on a temporary appointment shall earn sick leave credits at the rate of one-and-one-half (1.5) days for each month of service in which pay is received for at least 15 days each calendar month, and shall accumulate sick leave credits to a maximum of 90 working days, subject to the conditions of clause 8.02.
 - (ii) An employee who has accumulated sick leave credits in accordance with 22.02(3)(i) must be on a temporary appointment of at least three consecutive weeks in order to be eligible to use previously accumulated sick leave.
- (4)
 - (i) An employee on a part-time appointment of three consecutive months or more and a minimum average of six instructional hours per week shall earn sick leave credits on a pro-rata basis to a maximum accumulation of 90 working days of sick leave credits, subject to the conditions of clause 8.03.
 - (ii) An employee on a part-time appointment who has accumulated sick leave credits must meet the requirements in 22.02(4)(i) in order to be eligible to use previously accumulated sick leave.
- (5) An employee shall be entitled to claim sick leave at their regular rate of pay for a maximum period equivalent to their accumulated sick leave credit for absence from work because of illness or injury.

22.03 Family Illness

- (1) In the case of illness of a member of the immediate family, (as defined in clause 29.02), residing on an ongoing basis in the employee's household or with whom the employee permanently resides, when no one at home other than the employee can provide for the needs of the person, an employee on continuing appointment, or a temporary or part-time employee who has accrued sick leave credits under clause 22.02(3) or (4), shall be entitled, after notifying their supervisor, to use annual sick leave entitlement up to a maximum of three days at any one time for this purpose, provided a minimum of 12 days is available each year for personal sick leave only (see clause 22.07).

- (2) Employees may be required to produce a certificate from a duly qualified practitioner certifying that an immediate family member is ill and requires attention.

22.04 **Employee to Inform OUC**

The employee shall make every reasonable effort to inform OUC as soon as possible of their inability to report to work because of illness or injury.

22.05 **Sick Leave Records**

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

22.06 **Voluntary Sharing of Sick Leave**

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

22.07 **Deduction of Sick Leave**

- (1) All absences on account of illness or injury on a working day (exclusive of designated paid holidays) shall be charged against an employee's sick leave credits.
- (2) There shall be no charge against an employee's sick leave credit when their absence on account of an illness or an injury is less than one-half day.
- (3) Where the period of absence on account of illness is at least one-half day but less than a full day, one-half day only shall be charged as sick leave.

22.08 **Ineligible for Sick Leave**

An employee can neither earn nor take sick leave with pay for any period during which they are on leave of absence without pay, under suspension, on strike or locked out.

22.09 **Advance of Sick Leave**

Any employee unable to return to their duties at the termination of the period for which sick leave is granted shall be permitted to "borrow" up to 18 days' sick leave from their future sick leave credits.

22.10 **Medical and Dental Appointments**

Deductions shall be made from sick leave entitlement for medical and dental appointments in accordance with clause 22.07.

22.11 **Travel Time for Medical and Dental Care**

Employees in areas where adequate medical and dental facilities are not available shall be allowed to deduct from their sick leave credits the necessary return travelling time to receive personal or immediate family medical and dental care at the nearest medical centre. OUC may request a certificate of a qualified medical or dental practitioner, as the case may be, stating that treatment could not be provided by facilities or services available at the employee's place of residence.

22.12 Long-Term Disability

- (1) An employee on long-term disability shall be considered an employee for purposes of the College Pension Plan only and shall continue to be covered by medical, extended health, dental and group life and AD&D insurance for the first 24 months from the date on which the employee received compensation under the long-term disability plan. Participation in these plans may be continued past the 24 months provided OUC is reimbursed for 100% of the applicable premiums.
- (2) An employee who qualifies for long-term disability benefits shall retain their accumulated seniority and shall only accumulate seniority for the first 24 months while on long-term disability for the purposes of lay-off/recall, and shall have access to the grievance procedure in the collective agreement during this period. Except as otherwise expressly provided, employees on long-term disability shall not be covered by any other portion of the collective agreement.
- (3) An employee who has recovered from a total disability during or immediately upon the expiration of the first 24 months from the date on which the employee received compensation under the long-term disability plan shall be entitled to be reinstated by OUC provided the employee is able to perform the duties in a satisfactory and efficient manner and their position has not been declared redundant under Article 48 (Reduction and Recall).
- (4) If an employee is unable to return to work upon the expiration of the first 24 months, as stated in clause 22.12 (3), their employment with OUC shall be deemed to be terminated, except as expressly provided in clause 22.12 (1), unless an extension is agreed to by OUC. For employees on long-term disability as at March 31, 1992, the 24-month period shall commence on March 18, 1993.

22.13 Workers' Compensation Board Claim

- (1) Where an employee is on a claim recognized by the Workers' Compensation Board, and has sick leave credits, the employee shall be entitled to leave, at their regular rate of pay, up to a maximum of six months for any one claim. Throughout this period, the employee will have 0.25 day deducted from their accumulated sick leave credits for each day of the claim and the compensation payable by the Workers' Compensation Board shall be remitted to OUC. OUC shall pay health and welfare benefits for the first six months for any one claim.
- (2) If the employee has no accumulated sick leave credits, they may be granted leave without pay and would then be a direct Workers' Compensation Board claim. Continuation of benefit coverage shall be in accordance with clause 26.03.

ARTICLE 23 - EMPLOYEE ASSISTANCE PROGRAM

- 23.01 OUC and the Union will jointly participate in the administration of a mutually acceptable Employee Assistance Program for employees on continuing appointments. OUC shall provide an administrative fee up to the equivalent of 0.2% of the bargaining unit salary base in each fiscal year to fund the cost of the program.
- 23.02 An Employee Assistance Program Joint Committee shall be established and consist of one representative from each participating employee group and one representative from OUC.
- 23.03 The Employee Assistance Program Joint Committee will evaluate and report on the performance of the program prior to March 31st each year.

ARTICLE 24 - RETIREMENT

24.01 **Retirement Leave or Pay-out**

Upon retirement, an employee on a continuing appointment shall be granted a leave, or at the employee's option, a cash payout, equal to 50% of accumulated sick leave.

24.02 **Retirement Allowance**

An employee on a continuing appointment shall receive a retirement allowance at the rate of five working days for every year of completed service with OUC, pro-rated. The initial and final years of service on continuing appointment shall be pro-rated.

ARTICLE 25 - PARENTAL LEAVE

25.01 Parental leave of absence without pay shall be granted on application to the designated supervisor. The duration and other terms of the leave shall be subject to the following provisions:

(1) A maternity leave of absence without pay shall be granted at any time chosen by the employee during the 11-week period immediately preceding the anticipated date of birth for a period of up to six months, or to the expiry date of a part-time or temporary appointment, whichever is shorter.

25.01 (2) Parental leave of absence without pay shall be granted for up to six months, or to the expiry date of a part-time or temporary appointment whichever is shorter, in a period commencing:

(i) with the week in which a newborn child(ren) arrives in the employee's home; or

(ii) with the week a child(ren) is placed in the employee's home for the purpose of adoption or permanent guardianship;

and ending 52 weeks after the week referred to in (i) and (ii) above.

(3) Application may be made for an additional period of up to, but not exceeding six months, or to the expiry date of a part-time or temporary appointment, whichever is shorter.

(4) An employee who applies for and is granted leave under this clause may elect to take all or part of their accrued vacation entitlement at full salary during their leave of absence.

(5) An employee will continue to accrue vacation entitlement for the first six months of any leave granted under this Article provided the employee returns to work for a period of not less than six months. Vacation earned pursuant to this clause may be carried over to the following year.

(6) An employee who applies for and is granted leave under clause 25.01 (1) will not be eligible for leave under clause 25.01 (2).

25.02 Where both parents are OUC employees and if both parents apply for leave, the second leave request shall be limited to a maximum of 12 weeks.

25.03 The employee shall give as much notice as possible, but in any event no less than two months notice, to allow satisfactory arrangements to be made for any classes involved. This notice may be waived by OUC because of extenuating circumstances.

25.04 OUC shall pay health and welfare benefits as defined in Article 26 for the first six months of any leave granted under this Article. An employee shall reimburse OUC for health and welfare benefits paid on their behalf during the remainder of the leave. If an employee fails to return to work on the pre-arranged date, monies paid by OUC under this clause shall be recovered.

25.05 On completion of the leave, the employee shall resume their position without disadvantage in seniority, salary, or increase in salary and/or fringe benefits.

ARTICLE 26 - HEALTH AND WELFARE PLANS

26.01 **Details of Coverage**

(1) Group Insurance Plan

(i) Life Insurance - two times annual salary (Principal Sum) with a floor of \$20,000.

26.01 (1) (ii) Accidental Death and Dismemberment -

Life (in addition to any Life Insurance).....	The Principal Sum
Both Hands	The Principal Sum
Both Feet	The Principal Sum
Entire Sight of Both Eyes	The Principal Sum
One Hand and One Foot	The Principal Sum
One Hand and Entire Sight of One Eye	The Principal Sum
One Foot and Entire Sight of One Eye	The Principal Sum
Speech and Hearing	The Principal Sum
One Arm	Three-Quarters of The Principal Sum
One Hand	Three-Quarters of The Principal Sum
One Foot.....	Two-Thirds of The Principal Sum
Entire Sight of One Eye.....	Two-Thirds of The Principal Sum
Speech or Hearing	One Half of The Principal Sum
Thumb and Index Finger of Either Hand	One-Third of The Principal Sum

(2) Long Term Disability - payable after 90 days of disability at a level of 60% of monthly salary to a non-evidence maximum of \$3,000.

(3) Dental Care Plan

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

(4) Medical Care Plan

- (i) Standard Medical
- (ii) Medical Supplement

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

(6) OUC agrees to pay 100% of the premiums for the health and welfare plans.

(7) OUC agrees that the benefits under this clause shall not be less than those provided by the plans in effect under clause 20.01 of the 1978-79 collective agreement.

(8) Optical Coverage

- (i) \$150 maximum coverage for each insured individual during a 24 month period.

26.02 **Coverage for Temporary and Part-time Appointments**

Employees on temporary or part-time appointments shall receive all health and welfare benefits detailed in clause 26.01, providing they meet the following conditions:

- (1) appointments must be for a period of six consecutive months or more; or
- (2) employees must have worked six consecutive months or more.
- (3) An employee who has accumulated 12 months of service in accordance with 8.02 and 8.03 and whose current appointment is for a period of five consecutive months or more shall be entitled to health and welfare benefits and to contribute to the pension plan.

Eligibility for health and welfare plans is governed by the policies issued by the carriers.

26.03 **Continuation of Benefit Coverage**

When an employee goes off work ill without sick leave, is on a direct Workers' Compensation Board claim, is on leave of absence without salary, or a grievance is invoked on their discharge, OUC shall continue to pay health and welfare benefits as detailed under clause 26.01 of this Agreement provided:

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

26.04 **Medical Examinations**

Any physical or medical examinations required by OUC shall be promptly complied with by all employees, provided, however, that OUC shall pay all costs for such physical or medical examinations, and for any time lost as a result thereof, during the employee's working hours. When an employee is examined by a physician, at OUC expense, and it is found that the employee is not fit to carry on their employment, the original examining physician shall first consult with the employee's personal physician, and/or a physician nominated by the Union. If after such consultation it is determined that the employee is capable of carrying on their present employment, they shall be reinstated without loss of pay.

ARTICLE 27 - SUPERANNUATION

27.01 OUC's Superannuation Plan is governed by the College Pension Act.

ARTICLE 28 - PAYMENT TO DEPENDENT UPON DEATH OF EMPLOYEE

28.01 In the event of the death of an employee, the employee's dependent or dependents shall receive:

- (1) payment of the employee's full month's salary irrespective of the day of the month on which the death occurred;
- (2) payment of all accrued vacation leave;

- 28.01 (3) death in service benefits as follows:
- one month's salary for each completed and continuous year of service to a maximum of six months.
- (4) any group life insurance payment, widow's, widower's pension, etc., to which the deceased employee's dependents shall be entitled.

ARTICLE 29 - BEREAVEMENT LEAVE

- 29.01 In the case of bereavement in the immediate family, an employee, who is not on leave of absence without pay, shall be entitled to special leave, at their regular rate of pay, to a maximum of five working days.
- 29.02 Immediate family is defined as an employee's parent, spouse, child, common-law child, brother, sister, father-in-law, mother-in-law, grandparent, grandchild, ward, and any other relative permanently residing in the employee's household or with whom the employee permanently resides.
- 29.03 In the case of bereavement of a friend or relative other than those specified in 29.02, up to one day's leave with pay shall be granted to attend the funeral.
- 29.04 If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.

ARTICLE 30 - POLITICAL ACTIVITY

- 30.01 OUC agrees not to apply restrictions on employees who wish to engage in political activities on their own time as campaign workers. If an employee is nominated as a candidate for election at the federal or provincial level, they shall take a leave of absence without pay to engage in the election campaign. If elected to full-time office, the employee shall be granted leave of absence without pay and without loss of seniority for a period of one year. Such leave shall be renewed each year during their term of office to a maximum of five years. At least three months' notice of intention to renew or not renew shall normally be given to OUC.
- 30.02 Any employee eligible to vote in a federal, provincial or municipal election or a referendum shall have four consecutive clear hours during the hours in which the polls are open in which to cast their ballot.

ARTICLE 31 - FIRE FIGHTING PAY

- 31.01 If an employee is called upon to fight a forest fire, OUC agrees to retain the employee on the OUC payroll, without loss of seniority, and agrees to reimburse the employee for the difference in the amount of fire fighting pay received, and their regular salary. If an employee is on vacation leave with pay at the time of the summons to fight a forest fire, the number of days spent in fire fighting shall be credited to their vacation leave.

ARTICLE 32 - LEAVE FOR COURT APPEARANCES

- 32.01 OUC shall grant paid leave to employees, other than employees on leave without pay, who serve as jurors or witnesses in a court action, provided such court action is not occasioned by the employee's private affairs.

- 32.02 In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay, or at the discretion of the employee, charged against vacation leave.
- 32.03 Time spent at court by an employee in their official capacity shall be at their regular rate of pay.
- 32.04 Court actions arising from employment which require attendance at court, shall be with pay, except where the court action arises from suspension or dismissal of the employee involved.
- 32.05 In the event an accused employee is jailed pending a court appearance, such leave of absence shall be without pay.

ARTICLE 33 - SPECIAL LEAVE

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

- (1) birth or adoption of the employee's child;
- (2) serious household or domestic emergency;
- (3) attendance at the employee's own citizenship hearing;
- (4) court appearance of the employee's child;
- (5) wedding of the employee's child.

Total leave of absence for any or all of the above shall not exceed three days in any one calendar year. Employees shall give two weeks' notice of 33.01(3) and (5) and shall make reasonable efforts to inform supervisors of 33.01(1), (2) and (4) above.

- 33.02 (1) OUC may grant a leave of absence without pay and without loss of seniority to any employee requesting such leave. Such request to be in writing and approved by OUC. This leave of absence provision shall not apply during the probationary period of an employee except in case of emergency at the discretion of the President.
- (2) This period of the leave of absence shall not count towards the accumulation of service for the purposes of salary increments or severance pay.
- 33.03 In the event that an employee requests a leave of absence for reasons not listed elsewhere in the collective agreement, then leave of absence with pay may be granted at the discretion of the OUC President.

ARTICLE 34 - PROFESSIONAL DEVELOPMENT/EXTENDED STUDY LEAVE

- 34.01 OUC and the Union recognize the value of professional development to the employee and the institution.
- 34.02 Professional development is defined as the pursuance of study and the updating of skills and/or knowledge relative to the employee's responsibilities.
- 34.03 Employees on a continuing appointment shall be eligible to apply for professional development leave and financial assistance. Employees on temporary or part-time appointments of at least sixteen weeks' duration and with the equivalent of one year full-time service with OUC shall be eligible to apply for professional development leave and financial assistance.
- 34.04 Professional development leave may be granted by OUC to a maximum of 85 working days in any one College year for employees on continuing appointments and a maximum of 10 working days in any one College year for employees on temporary or part-time appointments.
- 34.04 (1) Applications for leave shall be submitted to the designated supervisor for recommendation to the Professional Development Committee normally at least one month in advance of the

leave time.

- (2) Employees on a temporary or part-time appointment who are granted professional development leave and/or financial assistance shall normally take such leave or assistance during their appointment period. Upon prior approval by the Professional Development Committee, employees may be granted financial assistance for professional development activities which occur during a period when they are not on appointment and no longer employees, provided a work assignment is available in the educational plan for the next College year.

34.05 Professional development leave shall be subject to the following:

- (1) Subject to clause 34.04 (2) the leave may be taken only at a time mutually agreeable to OUC and the employee.
- (2) Contributions for employee benefits shall be continued during the leave period by OUC and the employee and the leave period shall count in full for increment purposes.
- (3) Approved leave shall be at full salary unless mutually agreed otherwise by the employee and the Professional Development Committee.

34.06 (1) There shall be a professional development fund to support professional development activities. The fund shall be drawn from the following sources each fiscal year:

- (i) one-and-one-half (1.5) percent of the salaries of the employees covered by this Article which shall be provided by OUC;
- (ii) one hundred and fifty dollars for each employee covered by this Article which shall be provided by OUC;
- (iii) twenty-five dollars for each employee covered by this Article which shall be provided by each employee as a condition of employment;
- (iv) the savings in salaries and benefits of any employees granted leave at a reduced salary as a consequence of any arrangement made under the provisions of clause 34.05 (3).

(2) The fund shall be used to provide financial assistance for the employees granted leave and to cover all attendant recruitment and replacement instructors' salary and benefit costs.

(3) Funds not expended in any one fiscal year shall be carried forward to the next fiscal year.

34.07 (1) Professional Development Committees, consisting of the Dean and two faculty representatives, shall be appointed for each of the following three faculties:

- (i) Health and Social Development Faculty;
- (ii) Adult and Continuing Education Faculty;
- (iii) Trades and Technology Faculty;

(2) Subject to the provisions of this Article, the Committee shall establish policies and procedures for applying for professional development leave and financial assistance, and for the Committee's review of such applications.

34.07 (3) The Professional Development Committees shall review applications and make recommendations to the OUC President for the granting or denial of professional development leave, together with a recommendation for financial assistance should the Committee recommend that the leave be granted. The OUC President shall approve or deny professional development leave and financial arrangements, taking into account the recommendations of the Committee.

ARTICLE 35 - EMPLOYEE EXCHANGE LEAVE

35.01 An employee on continuing appointment who has successfully completed their probationary period may negotiate on their own to exchange positions with an instructor of comparable qualifications and experience for a period of up to one year. This exchange leave will be subject to the following conditions:

- (1) The instructor applying for exchange leave and OUC shall follow the following time schedule:
 - (i) at least one year prior to the intended exchange leave, the instructor wishing to take an exchange leave shall notify the OUC President and designated supervisor, in writing, of their intention to negotiate an exchange leave;
 - (ii) at least six months prior to the exchange leave, the instructor shall notify the President and designated supervisor of their arrangements and submit the qualifications of the incoming instructor for approval;
 - (iii) the designated supervisor and the appropriate department shall review the qualifications and determine if the exchange candidate is acceptable. The instructor applying shall be notified within one month, in writing, of the acceptance or rejection of their exchange leave. If the exchange leave is rejected, the instructor will be advised of the reasons for rejection.
- (2) The employee covered by this Agreement shall have their full salary and benefits paid by OUC during the exchange period.
- (3) The exchange time shall count in full for increment, seniority, and pension purposes.
- (4) No more than one instructor or 25% of the members of an instructional area, whichever is greater, may be on exchange or extended study leave at any one time. An application for an extended study leave shall take priority over an exchange leave application.
- (5) As a condition of granting the exchange leave, the incoming instructor must agree to take out an associate membership in the Union, and they must sign a statement to the effect that they will abide by the conditions and procedures laid down by this Agreement.
- (6) OUC shall extend to the incoming instructor all non-monetary benefits of this Agreement.
- (7) Whatever would normally constitute grounds for dismissal or suspension under this Agreement shall be considered grounds for the termination of the exchange agreement.

ARTICLE 36 - INSTRUCTOR'S DIPLOMA PROGRAM

36.01 All employees, except those employees exempted from this provision by OUC, will be required to obtain an Instructor's Diploma within a maximum of two years from date of appointment in the continuing appointment category. This period may be extended by OUC because of extenuating circumstances.

36.02 Employees on temporary appointments may be required by OUC to obtain the Instructor's Diploma; the time limit for acquisition is at the discretion of OUC.

36.03 Employees may apply to the Professional Development Committee for reimbursement of 75% of their tuition fees upon successful completion of the Instructor's Diploma.

ARTICLE 37 - UPGRADING OF QUALIFICATIONS

- 37.01 OUC agrees to pay the full cost of any courses of instruction, required by OUC, to better qualify an employee to perform their job. Full cost shall include travel expenses, accommodation and subsistence, and the employee shall suffer no loss of salary.

ARTICLE 38 - LEAVE FOR WRITING EXAMINATIONS

- 38.01 Leave of absence with pay shall be granted to allow employees time to write examinations for courses approved by OUC.

ARTICLE 39 - COPYRIGHTS

- 39.01 OUC and the Union agree that original articles, technical papers, information reports, instructional notes prepared by the employee within the course of their duties for OUC shall be retained by OUC. OUC further agrees that the employee may be granted permission to quote selected portions of such material in a larger work or to publish the material in related journals. Such permission shall not be unreasonably withheld.
- 39.02 OUC agrees that any employee may prepare articles, technical papers, instructional notes on their own time and copyright for such material shall be vested in the employee. Confidential information shall not be disclosed without written permission of the OUC President.

ARTICLE 40 - TRANSFER EXPENSES

40.01 Clarification

- (1) This Article applies only to employees on continuing appointments.
- (2) The provisions contained in this Article may be exercised by an employee who is transferred by OUC only during the period between the time that notice of transfer was first given to the employee and 24 months after the specified date on which the transfer took effect. In exceptional circumstances, the President of OUC may, upon application by the employee, grant an extension to the limit.

40.02 "Transferring" Defined

An employee will be considered as transferring when OUC reassigns the employee to a different OUC centre from the one to which the employee is currently assigned. If the transfer is at the request of the employee, no transfer allowance will be paid by OUC.

40.03 Removal Expenses

An employee shall be reimbursed for their travelling expenses and removal of their personal effects when they are transferred. The employee shall in addition be reimbursed for expenses incurred in transferring their family and furniture.

40.04 Hotel Expenses

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

40.05 Living Allowance on Transfer

- (1) When an employee is transferred and it is shown that accommodation at the new location is not available within seven days, a living allowance shall be provided as follows:
 - (i) For a single person, an allowance up to but not exceeding \$20 per day for a period

not exceeding one month.

- (ii) For a married person, or a single person with dependents, an allowance at a rate up to but not exceeding \$700 per month for a period not exceeding two months.
- (2) The allowances mentioned above are not payable during the same days that full hotel expenses are payable under section 40.04 and are only payable for such periods as the employee is able to prove their inability to re-establish themselves.

40.06 Cost of Insurance

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

40.07 Cost of Connections and Alterations

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

40.08 Legal Fees

OUC shall pay actual real estate fees incurred in the sale of the employee's residence to a maximum of \$7,000, legal fees charged in the purchase of a new residence to a maximum of \$800 and any costs involved in terminating a lease on premises rented by the employee to a maximum of \$700.

ARTICLE 41 - SUBSISTENCE ALLOWANCE

- 41.01 (1) Employees who are authorized by the OUC President, or designate, to attend a meeting or to travel on OUC business shall receive reimbursement for actual meal expenses up to a maximum of * \$36.00 per full day effective April 1, 1995, for meals plus actual lodging and transportation expenses. If less than a full day, the maximum shall be the rate per meal, or combination thereof, based on the following rates:

<u>April 1, 1995</u>	
Breakfast	8.00
Lunch	9.75
Dinner	18.25

- 41.01 (2) In addition to the meal allowances permitted pursuant to 41.01 (1), employees shall be entitled to claim a maximum of \$27.50 per night for actual costs when private dwelling accommodation is used in lieu of commercial accommodation. Under such circumstances, no expenses are chargeable for travel or incidental costs incurred that would not have been incurred had the designated hotel been utilized. Employees shall be reimbursed for one five minute telephone call home for each night away.
- (3) From the signing of this Agreement, the preceding subsistence rates will be adjusted to reflect any higher rates awarded to any of OUC's other certified bargaining units or the Administrators' Association.

ARTICLE 42 - TRAVEL ALLOWANCE AND EMPLOYEE PARKING

- 42.01 (1) Employees authorized to use their personal motor vehicle for OUC business shall be paid a travel allowance of * \$.034 per kilometre effective April 1, 1995. It shall not be a condition of employment for an employee to supply a motor vehicle. An employee may refuse to use

their personal motor vehicle for OUC business.

- (2) From the signing of this Agreement, the preceding travel rates will be adjusted to reflect any higher rates awarded to any of OUC's other certified bargaining units or the Administrators' Association.
- 42.02 During working hours, OUC shall provide, free of charge, designated parking areas that will accommodate one motor vehicle for each employee covered by this Agreement. Employees shall be supplied with parking stickers.
- 42.03 A full-time employee who is required to travel in excess of four days per month per insurance year between OUC centres, campuses, or locations on OUC business shall, subject to the prior approval of the OUC President or designate, be reimbursed upon presentation of appropriate receipts and documents 100% of the annual incremental cost of the Insurance Corporation of British Columbia Class 07 (Business) premium that is over and above that for Class 02 (Pleasure, Drive to Work or School). Such reimbursement shall be limited to one vehicle per employee and it is the employee's responsibility to purchase Class 07 vehicle insurance when necessary. If OUC so reimburses an employee, the employee shall normally use their personal motor vehicle for travel on OUC business requiring a motor vehicle.

ARTICLE 43 - SAFETY AND HEALTH

43.01 **Legislation**

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

43.02 **Health and Safety Committee**

A Health and Safety Committee shall be established and shall operate in accordance with Workers' Compensation Board Industrial Health and Safety Regulations.

43.03 **Investigation of Accidents**

The Health and Safety Committees, as provided in clause 43.02 shall be notified of each accident or injury and shall determine that accident investigations have been carried out, when appropriate.

43.04 **Pay Provisions**

An employee who serves on a Health and Safety Committee shall receive their regular rate of pay for attending meetings of the committee held during working hours or for investigating safety matters at any time.

43.05 **First Aid Supplies**

OUC shall provide all necessary first aid supplies, in accordance with Workers' Compensation Board standards.

43.06 **Sanitary Conditions**

OUC agrees to maintain adequate, clean, sanitary washrooms, having hot and cold running water, and with toilet facilities, at all its establishments.

43.07 **Unsafe Work Conditions**

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

- (1) a member of the Safety Committee established under clause 43.02;

(2) a Workers' Compensation Board Safety Officer.

43.08 **Use of OUC Vehicles and Equipment**

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

43.09 **Injury Pay Provision**

An employee who is injured on the job during working hours and is required to leave for treatment or is sent home for such injury, shall receive payment for the remainder of their shift without deduction from sick leave.

43.10 **Transportation of Accident Victims**

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an on-the-job accident, shall be at the expense of OUC.

43.11 **Pollution Control**

OUC and its employees shall endeavour to limit all forms of environmental pollution.

43.12 **First Aid**

Workers' Compensation Board first aid requirements shall be fully complied with. Those employees who are required by OUC to hold a valid first aid attendant's certificate shall be granted additional compensation as follows:

Occupational First Aid Certificate	\$37.00 bi-weekly
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This stipend will be adjusted to reflect any higher rate awarded to any of OUC's other certified bargaining units or Administrators' Association.

43.13 **Video Display Terminals**

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

- (1) Pregnant employees shall have the option not to continue working directly with video display terminals.
- (2) When a pregnant employee chooses not to work directly with video display terminals, if other work is available within this bargaining unit, for which the employee is qualified, the employee shall be re-assigned work.
- (3) Where work re-assignment is not possible, a regular employee will be considered to be on leave of absence without pay until the employee qualifies for maternity leave.

ARTICLE 44 - CLOTHING

44.01 **Clothing Supply**

If a particular type of work clothing, or special apparel, is required by the nature of the employee's job, such clothing or apparel shall be provided by OUC. Employees shall be consulted and allowed

a reasonable choice of style.

44.02 **Cleaning**

OUC shall be responsible for laundering, dry cleaning, maintenance and replacement of all clothing and/or apparel supplied by OUC.

ARTICLE 45 - CONTRACTING OUT

45.01 OUC agrees not to contract out any work presently performed by employees covered by this Agreement which would result in the lay-off of such employees.

ARTICLE 46 - RESIGNATION

46.01 (1) An employee on continuing appointment may resign by giving at least two months' notice in writing to the OUC President, unless an earlier date is mutually acceptable.

(2) For employees on temporary or part-time appointments, the resignation will take effect at the end of their appointment period, unless an earlier date is mutually acceptable.

ARTICLE 47 - DISCIPLINE, SUSPENSION, AND DISMISSAL

47.01 **Burden of Proof**

In all cases of discipline, the burden of proof of just cause shall rest with OUC.

47.02 **Abandonment of Position**

An employee who fails to report for duty for 10 consecutive working days without informing OUC of the reason for their absence shall be presumed to have abandoned their position. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not informing OUC.

47.03 **Censures**

Whenever OUC or its agent deems it necessary to censure an employee in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred to or may follow if such employee fails to bring their work up to a required standard by a given date, OUC shall, within 10 working days after the censure, give written particulars of such censure to the employee and the Union. After a period of 24 months and upon a request in writing by the censured employee, written censures, adverse reports, and letters of reprimand shall be removed from personnel records and destroyed, provided there have been no further infractions.

47.04 **Dismissal/Suspension Procedure**

(1) An employee may be dismissed for just cause. Notice of dismissal setting forth the reasons for the dismissal shall be given in writing to such employee and a copy of the notice shall be forwarded coincidentally to the President of the Union, or designate.

(2) In the case of suspension of an employee, the Union and the employee shall be advised promptly in writing by OUC stating the reasons for such suspension.

(3) An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 52.

47.05 **Right to Steward Representation**

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

47.06 **Right to Grieve Disciplinary Action**

Disciplinary action grievable by the employee shall include written censures, letters of reprimand, and adverse reports or performance evaluations. An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in their file, they shall be entitled to recourse through the grievance procedure as detailed under Article 52 and the eventual resolution thereof shall become part of their personnel record. OUC agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware of at the time of filing.

47.07 **Correspondence**

Both parties agree that, in the case of correspondence relevant to Article 47 "Discipline, Suspension, and Dismissal," copies of such correspondence between OUC, an employee(s) and the Union shall be released coincidentally to the President of the Union and/or designate.

ARTICLE 48 - REDUCTION AND RECALL

48.01 **Reduction**

- (1) After OUC has identified the specific areas of reduction and has given written notice to the Union, a Joint Committee consisting of two representatives named by OUC and two representatives named by the BCGEU Vocational Instructors, shall meet within five working days of notice being given to make specific recommendations to the OUC President within 10 working days of meeting regarding the reduction on the basis of the following priorities. If the Joint Committee fails to make its recommendations within the time limits specified, OUC may proceed to implement its reduction plans.
 - (i) transferring employees from the specific program to another program in which the employee is qualified to teach or assigning employees to perform other duties within the same centre, where feasible;
 - (ii) transferring employees from one OUC centre to a different OUC centre, where feasible;
 - (iii) terminating employees on part-time appointments in the specific program;
 - (iv) terminating employees on temporary appointments in the specific program;
- (1) (v) terminating employees on continuing appointments in the specific program on a seniority basis;

- (vi) in the event of a tie in any classification, termination shall be on the basis of seniority in total continuous service to the institution in the specific program.
- (2) OUC shall give notice of reduction to employees on continuing appointments on the basis of one month's notice for each year of service to a maximum of three months' notice for three years or more of service.
- (3) The records of persons whose employment was terminated owing to necessary reductions and all references supplied to others with respect to the employee involved shall clearly point out the nature of termination and every effort shall be made to avoid any stigma of dismissal being attached thereto.

48.02 **Correspondence**

Copies of all correspondence relevant to Article 48 between OUC and the employee(s) shall be released coincidentally to the President of the Union, or designate.

48.03 **Recall**

- (1) If it is found that employees on continuing appointment are required in a specific program, OUC shall notify those employees who were on continuing appointment, who are qualified in the appropriate program, and whose employment had been terminated within the previous two years.
- (2) An employee whose employment is terminated for reason of a reduction of staff and who has served OUC for two years or more shall, if re-employed by OUC within a two-year period, retain all rights in relation to seniority and salary.

48.04 **Severance Pay**

- (1) An employee on a continuing appointment whose employment is terminated by OUC for reasons other than cause shall receive severance pay at the rate of five working days for every year of completed service with OUC, pro-rated. The initial and final years of service on continuing appointment will be pro-rated.
- (2) An employee on continuing appointment whose employment is terminated for reasons of a reduction of staff and who has served OUC for at least five years shall receive four months' salary as a re-establishment gratuity.
- (3) If a former employee is re-employed on a continuing appointment by OUC following termination, the employee shall refund to OUC that portion of severance pay which exceeds one month's salary for each month of layoff.

ARTICLE 49 - TECHNOLOGICAL CHANGE

- 49.01 OUC shall provide the Union with 90 days notice of intention to introduce technological change which might result in displacement or reduction of personnel.
- 49.02 Employees in positions becoming redundant owing to technological change shall be eligible for retraining to qualify for new positions within OUC. Such retraining shall be provided by OUC without loss of pay to the affected employee.
- 49.03 The manner and method of placing an employee undergoing retraining made necessary by technological change and the job to which the employee may return should they be unsuccessful in retraining shall be discussed by the parties to this Agreement or their delegates before retraining begins.
- 49.04 Any employee who is displaced from their job by technological change shall be given the

opportunity to fill other positions according to seniority and qualifications.

- 49.05 Any employee who is displaced from their job by technological change shall receive severance pay equal to salary for six months from the date of severance, or for the remainder of the contract year, whichever is greater.

ARTICLE 50 - INDEMNITY - CIVIL AND CRIMINAL ACTIONS

50.01 OUC agrees:

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

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

ARTICLE 51 - * HARASSMENT

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

51.02 Sexual Harassment

- (1) Sexual harassment is one form of discrimination and is defined as any unwanted sexual attention, sexual solicitation, or other sexually oriented remarks or behaviour made by a person or a group who knows or ought reasonably to know that such attention or solicitation is unwanted.
 - (i) When submission to sexual activity becomes either explicitly or implicitly a term or condition of employment or in return for being hired or receiving promotions or other employment benefits.
 - (ii) When submission to or rejection of such conduct is used as a basis for employment or educational decisions.
 - (iii) When such conduct has the purpose or effect of interfering with an individual's employment, ability to study or academic performance.
 - (iv) When such conduct creates an intimidating, hostile or offensive working environment for employees and/or students.
- (2) Sexual harassment may occur between people, both individually and in groups, of the same or different status within the University College community, and both women and men may be the subject of harassment by members of either sex. Thus, sexual harassment may occur in a variety of ways; for example, harassment of a student by a student, or of an employee by an employee, or of a student by an employee, or of an employee by a student. Behaviour not directed toward soliciting sexual activity may also be considered sexual harassment. Such behaviours include but are not limited to:
 - (i) inappropriate sexually suggestive language, innuendos, jokes, body language, leering, unwanted touching;

- (ii) persistent unwanted questions or comments of a sexual nature;
- (iii) inappropriate display of sexual pictures or materials;
- 51.02 (2) (iv) physical threat, physical assault, and physical intimidation, including unwanted touching.
- (3) While sexual harassment may occur around the study of topics of a sexual nature within * curriculum, the * curriculum itself is not considered sexual harassment.
- (4) Employees allegedly being harassed may register their complaint in writing, in accordance with the OUC Principles and Procedures for the Reporting, Investigation and Resolution of Sexual Harassment Complaints.
- (5) Should the employee who filed the complaint not be satisfied with the results of OUC's investigation, the employee may file a grievance at Step 2 of the grievance procedure under Article 52.
- (6) Employees involved in the handling of a complaint shall hold in the strictest confidence all information of which they become aware; however, it is recognized that various officials of the Union and OUC will be made aware of all or part of the proceedings on a "need to know" basis.

51.03 **Personal Harassment**

- (1) Personal harassment is defined as offensive comments and/or actions that, by a reasonable standard, create an abusive or intimidating work environment over a period of time. Comments or actions that serve a legitimate, work-related purpose shall not be deemed to constitute personal harassment under this article.
- (2) Examples of personal harassment include, but are not limited to:
 - (i) Physical threat, intimidation, or assault or unwelcome physical contact such as touching, patting, pinching, and punching;
 - (ii) Implied or expressed threat of reprisal, or denial of opportunity for refusal to comply with a request which serves no legitimate work-related purpose;
 - (iii) Display or distribution of pictures, posters, calendars, objects, literature or other materials that are racist or, that are, by a reasonable standard, considered derogatory to a particular person or group of persons. The legitimate study, display, use or distribution of such materials that are within appropriate academic norms is not considered personal harassment.
- (3) Employees may process complaints about personal harassment through the grievance procedure according to Article 52 subject to the following changes:
 - (i) Where a person who is the subject of a grievance under this article is the OUC representative at any step of the grievance procedure, then the Union may bypass that step of the procedure;
 - (ii) Union representatives in the course of investigating a complaint of personal harassment and OUC representatives in the course of investigating a grievance of personal harassment shall have due regard for the privacy and confidentiality of any and all persons involved in the complaint or grievance;
 - (iii) An arbitrator in the determination of a grievance of personal harassment may take reasonable steps to protect the privacy and confidentiality of all parties, subject to the requirement of fairness to all parties.

- 51.03 (3) (iv) If, as a result of a grievance, it is determined necessary to separate the work locations of the grievor and the person who is the subject of a grievance, it is agreed that the grievor will not be moved against his/her wishes;
- (v) All formal grievances under this article shall be initiated within twelve months of the event. In the case of a series of events, a grievance shall be filed no later than twelve months after the last event in the series on which the complaint is based. The limitation period may be extended if the delay was incurred in good faith or if the delay does not result in substantial prejudice to any of the involved individuals.
- 51.04 Nothing in the OUC Sexual Harassment procedures or this article is intended to preclude any employee from following any alternative complaint procedure under the collective agreement or the B.C. Human Rights Code or from initiating any other proceedings in law.

ARTICLE 52 - GRIEVANCE PROCEDURE

52.01 Grievance Definition

- (1) OUC and the Union recognize that grievances may arise concerning:
- (i) differences between the parties respecting the interpretation, application, operation, or any alleged violation of a provision of this Agreement, or
- (ii) the dismissal, discipline, or suspension of an employee bound by this Agreement.
- (2) The procedure for resolving a grievance shall be the grievance procedure in this Article; however, the parties agree that the employees and supervisors shall attempt to resolve any differences through discussion prior to the initiating of the grievance procedure.
- (3) Both parties agree that, in the case of correspondence relevant to Article 52 - Grievance Procedure, copies of such correspondence between OUC, and employee(s), and the Union shall be released coincidentally to the President of the Union and/or designate.

52.02 Step 1

In the first step of the grievance procedure, every effort shall be made to settle the dispute in discussion with the appropriate Dean, Director or Manager and the Director, Employee Relations (or designate). The aggrieved employee shall have the right to have a Steward present in such a discussion. If the dispute is not resolved orally, the aggrieved employee may submit a written grievance to Step 2 of the grievance procedure, subject to the time limits in clause 52.03 (1).

52.03 Step 2

- (1) An employee who wishes to present a grievance at Step 2 of the grievance procedure must do so not later than 30 working days after the date:
- (i) on which the employee was notified orally or in writing of the action or circumstances giving rise to the grievance;
- (ii) on which the employee first became aware of the action or circumstances giving rise to the grievance.
- (2) An employee may present a grievance at this level, through the Steward, by:
- (i) recording the grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
- 52.03 (2) (ii) stating the Article(s) of the Agreement infringed upon or alleged to have been violated and the remedy or correction requested; and
- (iii) the Steward presenting the grievance to the Director, Employee Relations (or

designate).

- (3) Within 14 working days of receiving the grievance at Step 2, the Director, Employee Relations (or designate) and the Union Area Staff Representative shall meet to examine the facts, the nature of the grievance, and attempt to resolve the dispute. This meeting may be waived by mutual agreement.
- (4) The Director, Employee Relations (or designate) shall reply in writing to an employee's grievance within 20 working days of receiving the grievance at Step 2.

52.04 Failing satisfactory settlement at Step 2, and pursuant to Article 52., the President of the Union, or designate, may, within 20 working days, inform OUC of their intention to submit the dispute to arbitration.

52.05 **Failure to Act**

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

52.06 **Amendment of Time Limits**

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

52.07 **Dismissal or Suspension Grievance**

In the case of a grievance arising from an employee's dismissal or suspension, pursuant to clause 47.04, the grievance may commence at Step 2 of the grievance procedure under clause 52.03 within 10 working days of the date on which the suspension occurred or the employee received notice of dismissal or notice of suspension.

52.08 **Policy Grievance**

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

52.09 **Review of Personnel File**

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

52.10 **Disputes**

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

52.11 **Deviation from Grievance Procedure**

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

52.12 **Technical Objections to Grievances**

It is the intent of both parties to this Agreement to ensure just and equitable treatment of a grievance by dealing with the substance of the grievance and not with any technical error in procedure or presentation. To this end an Arbitration Board shall have the power to allow all necessary adjustments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

52.13 **Effective Date of Settlement**

Settlements reached at any step of the grievance procedure may be applied retroactively to the date of the occurrence of the situation which gave rise to the grievance or the settlement may be applied in a different manner which is consistent with the intent of clause 52.12.

52.14 **OUC Initiated Grievances**

It is recognized that grievances may be initiated by OUC. Settlement of OUC initiated grievances shall follow a parallel procedure to that detailed in clauses 52.02 to 52.13 of the grievance procedure. Stewards and Union representatives agree that every effort will be made to settle grievances of this kind at the immediate and local level.

52.15 **Grievance Arbitration**

Where a difference arising between the parties relating to the interpretation, application, or administration of the Agreement, including any questions as to whether a matter is arbitrable or where an allegation is made that a term or condition of this Agreement has been violated, either of the parties may, after exhausting the grievance procedure in Article 52, notify the other party within 30 days of the receipt of the reply at Step 2 of its desire to submit the difference or allegations to an arbitration board.

(1) **Composition of the Board of Arbitration**

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

- (i) its intention to submit the matter in dispute to a single arbitrator to be agreed upon by both parties. Should either party not agree to submit the dispute to a single arbitrator, both parties shall then have seven days to name their appointee pursuant to clause 52.15 (1) (ii).
- (ii) the name of its appointee to a Board of Arbitration. Within seven days thereafter the other party shall indicate the name of its appointee to the Board of Arbitration. The two appointees shall then meet to select an impartial Chairperson.

52.15 (2) **Failure to Appoint**

If the recipient of the notice fails to appoint an arbitrator, or the two appointees fail to agree upon a chairperson within seven days of their appointment, the appointment shall be made by the Minister of Labour for the Province of British Columbia.

(3) **Board Procedure**

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

(4) **Decision of Board**

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

(5) **Clarification of Board Decision**

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

(6) **Expenses of Arbitration Board**

Each party shall pay:

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

(7) **Amending the Time Limits**

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

ARTICLE 53 - GENERAL PROVISIONS

53.01 **Hot Products**

- (1) No employee covered by this Agreement shall be required to handle any product declared by the Canadian Labour Congress, or the B.C. Federation of Labour, to be a "Hot Product." A written list of such "Hot Products" shall be supplied by the Union before this clause comes into effect.
- (2) No employee covered by this Agreement shall be required to do any work that would usually be done by another employee of OUC who is engaged in strike action.

ARTICLE 54 - TERM OF AGREEMENT

54.01 **Duration**

This Agreement, unless changed by mutual consent of both parties hereto, shall be in force and in effect for two years from and after the first day of April 1996.

54.02 **Notice to Bargain**

- (1) This Agreement may be opened for collective bargaining by either party giving written notice to the other party on or after December 1, 1997, but in any event, no later than midnight December 31, 1997.
- (2) Where no notice is given by either party prior to December 31, 1997, both parties shall be deemed to have been given notice under this clause by December 31, 1997, and thereupon clause 54.03 of this Agreement applies.
- (3) All notices on behalf of the Union shall be given by the President of the B.C. Government and Service Employees' Union and similar notices on behalf of OUC shall be given by OUC or its agent.

54.03 **Commencement of Bargaining**

Where a party to this Agreement has given notice under clause 54.02 of this Article the parties shall, within 10 days after the notice was given, commence collective bargaining.

54.04 **Changes in Agreement**

Any changes deemed necessary under this Agreement may be made by mutual agreement at any time during the life of this Agreement. Such agreed changes shall be incorporated into this Agreement as an addendum.

54.05 **Agreement to Continue in Force**

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

IN WITNESS WHEREOF the Board of Okanagan University College has caused the name and seal of Okanagan University College Board hereto in the presence of the Chairman and the President of the University College Board and the Union has caused these presents to be executed under the hands of its proper officers duly authorized in that behalf this _____day of _____ 1997.

Signed on behalf of the Employer:

Signed on behalf of the Union:

Tom Landecker, Chair
Okanagan University College Board

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

W. D. Bowering, President
Okanagan University College

Jim McCormack
Chairperson, Vocational Instructors Bargaining Unit
B.C. Government and Service Employees' Union

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

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

APPENDIX A - TRAINING PROGRAMS

The programs referred to throughout this Agreement are designated as follows:

DEVELOPMENTAL PROGRAMS

Adult Basic Education
Adult Special Education
Basic Employment Skills Training
English as a Second Language

OFFICE ADMINISTRATION

Office Administration
- Level I
- Level II
Legal Secretary
Medical/Dental Receptionist
Medical Secretary Program

TRADES

Apprenticeship Programs
- Automotive Body Repair
- Automotive Mechanical Repair
- Automotive Painting and Refinishing
- Carpentry
- Cooking

Entry Level Training
- Automotive Body Repair
- Automotive Mechanical Repair
- Carpentry/Joinery
- Heavy Duty/Commercial Transport Mechanics
- Automotive Painting and Refinishing

Recreation Vehicle Technician Program

Welding
- Level C
- Level B
- Level A

Auto Tech Program

Cook Training

HEALTH

Dental Assisting
Human Service Worker
Home Support/Residential Care Attendant
Practical Nursing
Activity Aide Program
Industrial First Aid
Rehabilitation Assistant

EARLY CHILDHOOD EDUCATION

AGRICULTURE

Ranch Worker
Basic Operation of Farm Machinery
Fruit Industry Fundamentals
Milker Training
Orchard Pruning
Tree Planting (Forestry Worker)

HOSPITALITY SERVICES

Travel Counsellor

In the event the name of a program listed in this Appendix is changed in the OUC calendar, then this Appendix will be automatically amended to reflect the new program name.

APPENDIX B

SALARY SCALES

Effective March 31, 1996

	<u>Annual</u>	<u>Bi-Weekly</u>	<u>Hourly</u>
1A	35,304	1,357.85	22.63
1B	37,127	1,427.96	23.80
2	40,773	1,568.19	26.14
3	42,596	1,638.31	27.31
4	44,419	1,708.42	28.47
5	46,242	1,778.54	29.64
6	48,065	1,848.65	30.81
7	49,888	1,918.77	31.98
8	51,711	1,988.88	33.15
9	53,534	2,059.00	34.32
10	55,357	2,129.12	35.49
11	57,180	2,199.23	36.65
12	59,003	2,269.35	37.82
13	60,826	2,339.46	38.99

APPENDIX B

SALARY SCALES

Effective April 1, 1997

*1	63,400	2,438.46	40.64
2	61,900	2,380.77	39.68
3	60,400	2,323.08	38.72
4	58,900	2,265.38	37.76
5	57,400	2,207.69	36.79
6	55,900	2,150.00	35.83
7	54,400	2,092.31	34.87
8	52,900	2,034.62	33.91
9	51,400	1,976.92	32.95
10	49,900	1,919.23	31.99
11	48,400	1,861.54	31.03
12	46,900	1,803.85	30.06
13	45,400	1,746.15	29.10
14	43,900	1,688.46	28.14

*Fulltime Employees on Step 14 of the March 31, 1996 salary scale will move to Step 2 effective April 1, 1997 and become eligible for an increment to Step 1 effective April 1, 1998.

LETTER OF UNDERSTANDING #1
ADULT BASIC EDUCATION CO-ORDINATOR

1. The responsibilities of the A.B.E. Co-ordinator shall include any or all of the following:
 - (a) Under the direction of the A.B.E. Department Chair:
 - i) Assumes a facilitation role to ensure the smooth operation of the A.B.E. program in the Centre.
 - ii) Ensures that placement procedures are conducted, results are evaluated and communicated to students, agencies, or the admissions office, as appropriate.
 - iii) Liaises with outreach programs in his/her geographical area.
 - iv) Provides information needed for planning, staff workloads, and assignments to the Department Chair.
 - (b) Ensures that agencies, the public and students are aware of the test dates.
 - (c) Maintains a liaison with appropriate agencies in the respective communities.
 - (d) Disseminates information to the Centre A.B.E. staff and feeds opinions and information back to the A.B.E. Department Chair.
 - (e) Forwards requests to the A.B.E. Department Chair for advertising and provides the appropriate information needed to complete the task.
2. The A.B.E. Coordinator shall be appointed for a period of two years, with an option to renew for a further two years, subject to satisfactory performance. Appointments shall begin July 1st in any given year.
3. The position of A.B.E. Coordinator shall be posted internally only; there shall be a competition for the position; only employees on continuing appointments in the A.B.E. Department shall be eligible to apply for the position of A.B.E. Coordinator; and the successful candidate shall be chosen by a Selection Committee, except in the case of only one application being received and appointed by the designated supervisor.
4. The Selection Committee shall be composed as follows:
 - Dean of the Faculty;
 - Up to one other administrator named by OUC; and
 - Two members of the A.B.E. program.

5. An A.B.E. Co-ordinator going on leave of absence for more than four months shall yield his/her post as A.B.E. Co-ordinator.

Signed on behalf of the Employer:

Signed on behalf of the Union:

Tom Landecker, Chair,
Okanagan University College Board

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

W. D. Bowering, President
Okanagan University College

Jim McCormack
Chairperson, Vocational Instructors Bargaining Unit
B.C. Government and Service Employees' Union

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

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

LETTER OF UNDERSTANDING #2

WORKLOAD

OUC undertakes to implement the "Workload Policy and Procedures" as outlined by OUC dated November 4, 1994. Any changes in the policy shall be subject to agreement between OUC and the BCGEU.

Signed on behalf of the Employer:

Signed on behalf of the Union:

Tom Landecker, Chair,
Okanagan University College Board

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

W. D. Bowering, President
Okanagan University College

Jim McCormack, Chairperson,
Vocational Instructors Bargaining Unit
B.C. Government and Service Employees' Union

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

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

LETTER OF UNDERSTANDING #3
DEAN OR PRESIDENT Application for Attached Appointment as Instructor

- 1.0 A full-time, continuing position as an instructor in a specified program shall be available to a Dean or President under the provisions of this Letter.
- 2.0 Selection
- (1) Selection for Incumbent Deans or President
- (i) A selection committee shall be established in accordance with clause 11.03 at the time an incumbent Dean advises the OUC President or an incumbent President advises the OUC Board of his or her intent to apply for an attached appointment position of instructor.
- (ii) The selection committee shall base their recommendation on the criteria determined under clause 11.02 provided:
- (a) the educational plan includes work for which the Dean or President is qualified;
- (b) the educational plan for the appropriate Department will not require modification solely to accommodate the appointment of the Dean or President;
- (c) the Dean or President meets the qualifications for an instructor appointment in the program area.
- (iii) The selection committee shall advise of the suitability of the incumbent Dean or President for the attached appointment of instructor to the President in the case of the incumbent Dean, or the OUC Board in the case of the incumbent President.
- (iv) If the selection committee deems the incumbent Dean or President to be unsuitable for the instructor appointment, or if the educational plan for the appropriate Department will require modification solely to accommodate the appointment of the Dean or President, the committee shall forward the reason to the OUC President or OUC Board, as the case may be, within three days of the instructional selection committee meeting.
- (2) Selection for New Deans or President
- (i) The designated candidates for the position of Dean or President shall be interviewed for an instructor appointment and the candidates' suitabilities shall be assessed by a selection committee established in accordance with clause 11.03.
- (ii) The selection committee shall base their recommendation on the criteria determined under clause 11.02 provided:
- (a) the educational plan includes work for which the candidate is qualified;
- (b) the educational plan for the appropriate Department will not require modification solely to accommodate the candidate being hired in the instructor appointment;
- (c) the candidate meets the qualifications for an instructor appointment in the program area.
- 2.0 (2) (iii) Selection committees shall submit their recommendations of the suitability of the candidate for an attached appointment of instructor to the President in the case of a new Dean, or the OUC Board in the case of a new President.

(iv) If the selection committee deems the candidate(s) to be unsuitable for an instructor appointment, or if the educational plan for the appropriate Department will require modification solely to accommodate the appointment of the Dean or President, the committee shall forward the reason to the administrative selection committee in the case of a new Dean, or the OUC Board in the case of a new President within three (3) days of the interviews.

(3) The failure of a member or members of the instructional selection committee to attend meetings of the instructional committee shall not invalidate the recommendations of the committee.

3.0 Date of Appointment as Instructor

(1) A Dean or President who wishes to assume the position of instructor shall advise OUC, in writing, no later than July 1st of the calendar year preceding the calendar year in which the change will take place.

(2) A Dean or President who wishes to assume the position of instructor at the end of the college year shall have five years service with OUC as a Dean or President prior to assuming the instructor position.

(3) The effective date of the change will be July 1st of any given year.

4.0 Seniority

(1) A Dean or President appointed subsequent to the signing of this Letter and who was not appointed as a Dean or President from a position of instructor at OUC shall be placed on the seniority list as of the initial date of appointment as Dean or President.

(2) A Dean or President appointed prior to the signing of this Letter shall be placed on the seniority list as of the date the criteria in 2.0(1) is met. This seniority date will be for the purposes of layoff only and will not affect other articles in the collective agreement.

(3) A Dean or President who is appointed after the signing of this Letter from a position of instructor shall retain her or his original placement on the seniority list.

5.0 Probation

A Dean or President who assumes a position of instructor shall subsequently fulfill the normal probationary requirements for the instructor appointment. A Dean or President who was an instructor at Okanagan University College before becoming a Dean or President shall not have to repeat a probationary period for the instructor appointment, provided a probationary period as instructor was completed previously.

6.0 Reduction

OUC will not reduce continuing instructional positions in the incumbent's area in the year a Dean assumes a position of instructor.

Signed on behalf of the Employer:

Signed on behalf of the Union:

Tom Landecker, Chair,
Okanagan University College Board

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

W. D. Bowering, President
Okanagan University College

Jim McCormack, Chairperson,
Vocational Instructors Bargaining Unit
B.C. Government and Service Employees' Union

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

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

LETTER OF UNDERSTANDING #4

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

The current Joint Committee, as provided in clause 7.04, will provide the vehicle for BCGEU to be informed and respond to innovative and productivity suggestions developed by groups and individuals in the OUC community. The primary purpose of these discussions will be to review proposals developed by the institution; however, the Committee would also be encouraged to initiate proposals.

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

Signed on behalf of the Employer:

Signed on behalf of the Union:

Tom Landecker, Chair,
Okanagan University College Board

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

W. D. Bowering, President
Okanagan University College

Jim McCormack, Chairperson,
Vocational Instructors Bargaining Unit
B.C. Government and Service Employees' Union

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

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

LETTER OF UNDERSTANDING #5

Re: Multi-Institutional Framework Agreement

The parties hereto agree that, upon ratification thereof, the Recommendations of Facilitator James E. Dorsey for a Multi-institutional Agreement, dated May 15, 1996 shall be attached to and form part of this Collective Agreement from May 22, 1996 to March 31, 1998 and shall be in full force and effect for the term of this Collective Agreement.

Signed on behalf of the Employer:

Signed on behalf of the Union:

Tom Landecker, Chair,
Okanagan University College Board

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

W. D. Bowering, President
Okanagan University College

Jim McCormack, Chairperson,
Vocational Instructors Bargaining Unit
B.C. Government and Service Employees' Union

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

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