

ARTICLES  
OF  
AGREEMENT

between

SIMON FRASER UNIVERSITY

and

THE ASSOCIATION OF UNIVERSITY AND COLLEGE EMPLOYEES  
LOCAL 2 (S.F.U.)

NOVEMBER 22, 1976 to MARCH 31, 1978

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From:

**ASSOCIATION OF UNIVERSITY AND  
COLLEGE EMPLOYEES (A.U.C.E.)  
- PROVINCIAL OFFICE -  
#901 - 207 WEST HASTINGS ST.  
VANCOUVER, B.C.  
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A G R E E M E N T

This Agreement is made and entered into between:

THE BOARD OF GOVERNORS OF  
SIMON FRASER UNIVERSITY  
(hereinafter called 'The University')

OF THE FIRST PART

--and--

THE ASSOCIATION OF UNIVERSITY AND  
COLLEGE EMPLOYEES, LOCAL 2  
(hereinafter called 'The Union')

OF THE SECOND PART

TABLE OF CONTENTS

	<u>PAGE</u>
1. PURPOSE	1
1.01 Purpose of Agreement	1
1.02 No Conflicting Agreement	1
2. DEFINITIONS	1
2.01 Employees	1
2.02 Time	2
3. UNION RECOGNITION	3
4. UNION SECURITY	3
4.01 No Discrimination for Union Activity	3
4.02 Membership Requirements	3
4.03 Notification by the University	3
4.04 Union Representatives	4
4.05 Observation of Picket Lines	4
4.06 Reductions in Workforce	5
5. CHECKOFF OF UNION DUES	5
5.01 Authorization for Checkoff	5
5.02 Deduction of Dues	6
5.03 Transmittal to Union	6
5.04 Year-End Statement of Members' Dues Deductions	6
6. UNION/UNIVERSITY RELATIONS	6
6.01 Union Business	6
6.02 Union Communications	6
6.03 Union Activity	7
7. HUMAN RIGHTS	8
7.01 No Discrimination	8
7.02 Personal Rights Protected	8
7.03 Access to University Personnel Files	9
7.04 Restrictive Reports	9
7.05 Personal Information Reporting Act	9
8. MANAGEMENT OF THE UNIVERSITY	9
9. GRIEVANCE PROCEDURE	10
9.01 Standing Labour/Management Committee	10
9.02 Grievance Procedure	10
9.03 General Agreements	13
10. ARBITRATION	14
10.01 List of Arbitrators	14
10.02 Binding Decision	14
10.03 Expenses	14
10.04 No Contravening Decisions	14
10.05 Time Off to Attend	14

	PAGE
11. SUSPENSION, TERMINATION, RESIGNATION	15
11.01 Definition	15
11.02 Suspension	15
11.03 Termination	15
11.04 Notice or Pay in Lieu	16
11.05 Notice of Resignation	17
11.06 Wages and Benefits on Termination	18
11.07 Satisfactory Evidence	18
11.08 Reinstatement	18
12. SENIORITY	18
12.01 Definition	18
12.02 Computation of Seniority	18
12.03 Accrual of Seniority	19
12.04 Loss of Seniority	20
12.05 Seniority Lists	20
12.06 Seniority Restored	20
13. VACANCIES, PROMOTIONS, PROBATION, TRANSFERS, DEMOTIONS	20
13.01 Employment Priority	20
13.02 Job Postings	21
13.03 Promotion	21
13.04 Temporary Promotion	22
13.05 Salary Adjustment	22
13.06 Transfer	22
13.07 Transfer Outside Bargaining Unit	23
13.08 Trial Period	23
13.09 Probationary Period	23
14. INVOLUNTARY TRANSFER LAYOFF AND RECALL	24
14.01 Definitions	24
14.02 Notice to Union	24
14.03 Procedure for Involuntary Transfers and for Layoff	25
14.04 Involuntary Transfers	26
14.05 Notice of Layoff	26
14.06 Layoff and Seniority	27
14.07 Laid-off List	27
14.08 Maintenance on Laid-off List	27
14.09 Notice of Recall	27
14.10 Salary of Recalled Employee	27
14.11 Notice of Current Address	27
14.12 Temporary Employees First	27
15. JOB DESCRIPTIONS	28
15.01 University to Provide	28
15.02 Changes in Job Descriptions	28
16. JOB SPLITTING	29
17. JOB REVALUATION AND RECLASSIFICATION	30
17.01 Definition	30
17.02 When Revaluation Appropriate	30
17.03 Requests for Revaluation	30
17.04 Notification of Disposition	30
17.05 Documents Distribution	31
17.06 Salary Increase Retroactive	31
17.07 No Probationary Period	31
17.08 Salary Increase	31
17.09 Revaluation Appeals	31
17.10 Anomalies	32
17.11 Employee Eligibility	33

	PAGE
18. BONDING	33
18.01 Arrangements	33
18.02 Bonding Pre-condition on New Employees	33
18.03 Determination Prior to Transfer or Promotion	33
18.04 Bonding Subsequent to Employment	33
19. CONTRACTING OUT	34
20. USE OF UNIVERSITY FACILITIES	34
20.01 Facilities	34
20.02 Library Cards	34
20.03 Lounges	34
20.04 University Food Services Committee	34
21. ATTENDANCE AT UNIVERSITY FUNCTIONS	35
21.01 Requests in Advance	35
21.02 Make-Up Time	35
21.03 Make-Up Waived	35
22. EMPLOYEE TRAINING AND DEVELOPMENT	35
22.01 Training	35
22.02 Development	35
23. TUITION REIMBURSEMENT	36
23.01 Conditions and Arrangements	36
23.02 Employee Eligibility	36
24. HOURS OF WORK	36
24.01 Standard Work Day	36
24.02 Standard Work Week	36
24.03 Modified Work Week - Definition	36
24.04 Modified Work Week - Proposals	37
25. OVERTIME	38
25.01 Definition	38
25.02 Rate of Compensation	38
25.03 Continuous Work Day	38
25.04 Call Out	38
25.05 Time Off in Lieu of Payment	39
25.06 Unpaid Meal Period in Overtime	39
25.07 Paid Meal Period in Overtime	39
25.08 Overtime Voluntary	39
25.09 Standby Time	39
25.10 Cancellation of Callout	39
25.11 Cancellation of Scheduled Overtime	39
25.12 Compensating Time Off for Late Overtime	40
26. SHIFTS AND SHIFT DIFFERENTIALS	40
26.01 Definition	40
26.02 Split Shifts	40
26.03 Shift Schedules	40
26.04 Time Between Shifts	41
26.05 Consecutive Days Off	41

	PAGE
27. EMPLOYEES WHO INSTRUCT	41
28. AFTER HOURS ESCORT AND TRANSPORTATION	42
28.01 Public Transportation Not Available After Overtime or Callout	42
28.02 Scheduling Regular Shifts	42
28.03 Escort Arrangements	42
29. CAR POOLS/PARKING	43
29.01 Car Pools	43
29.02 Parking	43
30. MEAL PERIODS	43
31. RELIEF PERIODS (COFFEE BREAKS)	43
32. PAID HOLIDAYS	44
32.01 Definition	44
32.02 List	44
32.03 Paid Holiday on Scheduled Day Off	44
32.04 Work on a Paid Holiday	44
32.05 Additional Religious Holidays	44
32.06 Employee Eligibility	45
33. OFFICIAL UNIVERSITY CLOSURE	45
34. ANNUAL VACATIONS	45
34.01 Calendar Year	45
34.02 Vacation Schedule for the First Incomplete Year	45
34.03 Vacation Schedule for Subsequent Years	45
34.04 Accumulation or "Banking" of Vacations	46
34.05 Vacation Flexibility	46
34.06 Vacation Schedule	46
34.07 Vacation Scheduling	47
34.08 Compensation for Holidays falling within Vacations	47
34.09 Vacation Pay on Retirement	47
34.10 Pay cheques	47
34.11 Utilization of Sick Leave During Vacation	47
34.12 No Termination, Lay-off or Loss of Seniority	47
34.13 Employee Entitlement	48
35. SICK LEAVE	48
35.01 Seniority	48
35.02 Entitlement	48
35.03 Casual Illness	48
35.04 Extended Absence	49
35.05 Claim for Benefit	49
35.06 Notice of Absence	49
35.07 Chronic Absence	49
35.08 Medical Examinations and Certificates	49
35.09 Holidays During Sick Leave	50
35.10 Quarantine	50
35.11 Employee Eligibility	50
35.12 Medical and Dental Appointments	50

	PAGE
36. MATERNITY LEAVE	50
36.01 B.C. Maternity Protection Act	51
36.02 U.I.C. Maternity Benefits	51
36.03 Accrual of Seniority	51
36.04 Additional Leave	51
36.05 Continuance of Employee Benefits	51
36.06 Reimbursement Following Return to Work	51
36.07 Maternity Leave for Continuing Part-time Employees	51
37. DAY CARE	51
38. COMPASSIONATE LEAVE	52
38.01 Definition	52
38.02 Employee Eligibility	52
39. ELECTIONS	52
40. COURT DUTY	52
41. CHANGE OF DOMICILE	52
42. SENATE OR BOARD OF GOVERNORS APPOINTMENTS	53
43. PERSONAL LEAVE WITHOUT PAY	53
44. EXTENDED LEAVE WITHOUT PAY	53
44.01 Applications and Procedures	53
44.02 Paid Holiday During Leave	54
44.03 Continuance of Employee Benefits	54
44.04 Reimbursement Following Return to Work	54
45. PURCHASE & MAINTENANCE OF FURNITURE AND EQUIPMENT	54
46. SAFETY AND WORKING CONDITIONS	55
46.01 Workers' Compensation Board Standards	55
46.02 University Safety Committee	55
46.03 Other Related Committees	55
46.04 Unsafe Conditions	55
46.05 Joint Working Conditions Committee	55
47. PROTECTIVE CLOTHING AND EQUIPMENT	55
47.01 Where Required	55
47.02 Repair or Replacement of Damaged Clothing	56
47.03 Specified Clothing to be Provided	56
48. TECHNOLOGICAL CHANGE	56
48.01 Purpose	56
48.02 Joint Technological Change Committee	57
48.03 Supply of Information	57
48.04 Definition	57
48.05 Changes not Technological	57
48.06 Notice of Intent	57
48.07 Retraining and Assistance	57
48.08 Severance Pay and Layoff	58
48.09 Disputes Grievable	58
49. ARTICLE HEADINGS	59

	PAGE
50. OFF CAMPUS DUTY	59
50.01 Travel Accident Insurance	59
50.02 Travel Expenses	59
51. BENEFIT PLANS	61
51.01 Medical Plans	61
51.02 Dental Plan	61
51.03 Insurance Plans	61
51.04 Pension Plans	62
51.05 Workers' Compensation	62
51.06 Unemployment Insurance	63
52. PAYMENT OF WAGES AND WAGE RATES	63
52.01 Salary Schedules	63
52.02 Hourly Rates	63
53. TERMS OF THE AGREEMENT	63
53.01 Effective Dates and Duration of Agreement	63
53.02 Changes During Duration of Agreement	64
53.03 Amendment of Agreement	64
53.04 Agreement More Than One Year	64
APPENDIX A - Salary Grades and Classifications	65
APPENDIX A-1 - Salaries effective November 22, 1976	66
APPENDIX A-2 - Salaries effective December 31, 1976	67
APPENDIX A-3 - Salaries effective November 22, 1977	68
APPENDIX B - Grievance Form	69
APPENDIX C - Letter of Understanding re List of Arbitrators	70
LETTER OF AGREEMENT regarding retroactive salary adjustments	

#### ARTICLE 1 - PURPOSE

##### 1.01 Purpose of Agreement

The purpose of this Agreement is to establish and maintain mutually satisfactory working conditions, wages and benefits for the Employees, to maintain collective bargaining relations between the University and the Union and to provide machinery for the prompt and equitable disposition of disputes.

##### 1.02 No Conflicting Agreement

No employee shall make any written or verbal contract which may conflict with this Agreement.

#### ARTICLE 2 - DEFINITIONS

##### 2.01 Employees

(a) Employee: The term 'employee' shall mean any person employed by the University whose position is included in the Union by:

(i) the Certification granted to the Union by the British Columbia Department of Labour;

(ii) any ruling handed down by the British Columbia Department of Labour that alters the original Certification granted to the Union.

(b) Continuing Employee: A continuing employee shall mean an employee hired with no pre-determined termination date.

(c) Temporary Employee: A temporary employee is an employee hired with a pre-determined termination date. If temporary employment continues for longer than four (4) months of continuous employment in the same position, the employee shall be considered a 'continuing employee', and her/his probationary period shall be considered completed after the first three (3) months.

Change(s) in position number or minor changes in

job duties shall not be considered a change in position for the purpose of the definition of 'continuing employee'.

No full-time position shall be filled for a period of more than four (4) months by terminating and rehiring the same temporary employee, or by terminating and hiring a series of temporary employees.

Notwithstanding the preceding paragraph, in special cases, a temporary non-recurring full-time or part-time position may be created for a period of more than four (4) months but no more than eight (8) months. Job postings for such positions shall state the pre-determined termination date. The Union shall be given a written explanation of the special circumstances of each such case. Employees filling such positions will become continuing employees after four (4) months as outlined above. However, such an employee will not be eligible for involuntary transfer upon reaching her/his pre-determined termination date, but she/he will be placed on the laid-off list, and if the position is reopened, the employee shall be recalled to that position as outlined in Article 14.

(d) Full-Time Employee: A full-time employee shall mean an employee whose work week averages 35 hours (excluding overtime). (Includes continuing and temporary employees.)

(e) Part-Time Employee: A part-time employee shall mean an employee whose work week averages less than 35 hours (excluding overtime). (Includes continuing and temporary employees.)

#### 2.02 Time

(a) 'Day' shall be the period from 0001 hours to 2400 hours.

(b) 'Week' shall be the period of time from 0001 hours Monday to 2400 hours the following Sunday.

(c) 'Biweekly period' shall be a period of time consisting of two (2) consecutive calendar weeks.

(d) 'Month' shall mean a calendar month.

#### ARTICLE 3 - UNION RECOGNITION

The Union is the sole bargaining authority for all employees of the University for which the Union is certified under the Labour Code of British Columbia.

#### ARTICLE 4 - UNION SECURITY

##### 4.01 No Discrimination for Union Activity

There shall be no discrimination against or intimidation of any employee for reasons of union membership, or for union activity outside working hours, or for the exercise of rights provided for in this Agreement or in the Labour Code of British Columbia.

##### 4.02 Membership Requirements

(a) Current Employees: Employees who were members of the Union on and after April 20, 1975 shall continue as members of the Union.

Employees who were members of the bargaining unit on April 20, 1975, but who were not members of the Union on that date shall not be required to join the Union, but shall be required to pay any dues, fees or assessments to the Union.

(b) New Employees: Employees hired after April 20, 1975 shall become Union members within two (2) weeks of their date of hire, and shall maintain membership in the Union throughout their employment.

(c) The Union shall not, without good and sufficient cause, refuse an employee applying for membership, nor suspend and expel from membership any member without cause.

##### 4.03 Notification by the University

The University agrees to notify the Union, in writing, within five (5) working days, of the name, position and location of each employee who resigns or is hired, promoted, transferred, laid-off, recalled, suspended or terminated.

#### 4.04 Union Representatives

(a) Recognition: The University recognizes stewards and other Union representatives selected by the Union for the purpose of representing employees on matters pertaining to these Articles of Agreement, and shall not discriminate against such representatives for carrying out the duties proper to their position. Shop Stewards shall be selected from members of the bargaining unit.

(b) Limitation: The number of stewards recognized by the University shall not exceed ten (10) per cent of the employees at any one time.

(c) Notification: The Union shall regularly notify the University, in writing, of the names and unit affiliation of its Local Executive, Chief Steward, Stewards and Grievance Committee. Until such time as notification is received, no recognition shall be given.

(d) Responsibility: Stewards shall be granted reasonable time during regular working hours to perform their duties within their unit, without loss of pay. Such granting shall not be unreasonably withheld.

#### 4.05 Observation of Picket Lines

(a) Observation no Breach: Failure of an employee to cross an established picket line shall not be considered a breach of this Agreement. No employee shall be discriminated against for her/his failure to cross an established picket line.

(b) Other Bona Fide Picket Lines: Where the picket line is a result of actions of persons other than the A.U.C.E. Local 2 members, the A.U.C.E. Executive will advise the University whether or not they regard the picket line which has been set up as a bona fide picket line.

(c) A.U.C.E. Authorized Picket Lines: When a Union-authorized picket line is to be set up, the University will be provided with a statement, giving the location, and reasons for the picket line.

(d) Conditions: During the observation of picket lines, provisions of the Sick Leave plan are

suspended. However, where medical evidence, showing the dates between which the employee was unable to work, is available to support the Extended Absence (reference Article 35) of an employee prior to a strike then the provisions of the Sick Leave Plan shall be continued for that employee. Except as otherwise provided in this article employees who observe picket lines shall be recorded as being absent without pay.

(e) Essential Services: Also, during such period, any essential services which are the subject of Letters of Understanding between the parties, will be maintained.

#### 4.06 Reductions in the Workforce

The University will not reduce the workforce, through layoff or attrition, without a corresponding reduction in the workload, except in those cases where the parties to the Agreement have discussed the proposed reduction.

In the event that the workforce is being reduced, the University will provide the Union with advance written notice of any services or functions that will be discontinued.

### ARTICLE 5 - CHECKOFF OF UNION DUES

#### 5.01 Authorization for Checkoff

All employees will be required to sign an authorization for dues and assessments deductions. A copy of this authorization will be sent to the Union.



5.02 Deduction of Dues

The University shall deduct monthly Union dues and assessments on the last paydate of each month.

5.03 Transmittal to Union

Before the fourth (4th) working day of each month, the University will forward the collected dues, by cheque, to the treasurer of the Union, together with a detailed list of names, Social Insurance Numbers, departments and amounts deducted.

5.04 Year-End Statement of Members' Dues Deductions

Before January 31 of each year, the University will provide the Union with a year-end statement summarizing all the information referred to in 5.03 above for use by the Union in issuing income tax receipts.

ARTICLE 6 - UNION/UNIVERSITY RELATIONS

6.01 Union Business

Union Business shall not be conducted on employees' scheduled working time, except as otherwise provided for herein.

6.02 Union Communications

The University will provide the following of its facilities to assist the Union with communications and the conduct of its business:

(a) Duplicating services at cost.

(b) Rooms for meetings at cost subject to the same conditions as other on campus organization users.

(c) Bulletin Boards: Ten boards for conveying information on the business affairs of the Union.

(d) Paid Time Off for Meetings: When the University and the Union agree that such would be of mutual benefit, paid two (2) hour meetings during working hours will be arranged for the membership.

(e) Campus Mail: The Union shall have the right to communicate with its members through campus mail,

except for bulk mail items.

6.03 Union Activity

(a) New Employee Information Meetings: The University agrees that a Union representative shall be allowed approximately one (1) hour to meet with new employees to explain the functions of the Union and sign new employees into the Union. This meeting will be held after the normal, weekly benefits orientation meeting provided for new employees by the University.

(b) Executive Contacting Members at Work: Members of the Local Union Executive, on matters respecting this Agreement or its administration, shall have the right:

(i) to make reasonable phone calls to employees at work.

(ii) to confer privately with employees during working hours, providing they have made prior arrangements with their respective supervisors.

(c) Long Term Leave for Union Office: The University agrees to grant a leave of absence without pay of up to one (1) year, when requested by employees who have been elected to a full-time office or position in the Union. Further leave may be granted by mutual consent. The benefits provisions of the extended leave policy (Article 44) would apply.

(d) Short Term Leave for Union Business: The University agrees to grant representatives of the Union leave of absence to attend union conventions or to perform other functions on behalf of the Union, in accordance with the provisions of Article 43, Personal Leave. Such requests shall be given special consideration.

(e) Union Office: The University will endeavour to provide suitable office space for rental to the Union.

(f) Time Off for Contract Negotiations: The University shall permit time off from work for a reasonable number of negotiators on the Union Negotiating team. Such time will include one-half (½) hour before and one-half (½) hour after actual negotiating

time for Union caucus. The time spent negotiating shall be during the hours of 0900 to 1600 Monday through Friday, unless otherwise mutually agreed to by the University and the Union. The Union will be charged for salary maintenance of their negotiators. The University agrees to credit the Union at two (2) times the average hourly wage of those present, for each hour of negotiations during working hours.

(g) Union Meetings: Once each semester members may take two (2) hours off without pay from 1430 to 1630 for the sole purpose of attending a Union meeting.

In addition, once during each calendar year the Union has the right to arrange a paid two (2) hour lunch-time general membership meeting. Where it is necessary to keep departments open during this period, special arrangements will be made upon mutual consent of the department head and steward involved.

(h) No Contravening Policies: The University shall not issue any policies or procedures affecting the Union, or Union membership which contravene these Articles of Agreement. A current copy of Administrative Policy and Procedures, and AD updates as issued, will be supplied to the Union office.

#### ARTICLE 7 - HUMAN RIGHTS

##### 7.01 No Discrimination

The University and the Union agree that there will be no discrimination against any employee or prospective employee, by reason of race, colour, creed, national origin, political or religious affiliation, sex, marital status, age, sexual preference or whether she/he has dependents or not.

In particular, that there shall be no such discrimination in times of hiring, promotion, wages, discipline, dismissal, or any other conditions of employment.

##### 7.02 Personal Rights Protected

(a) Any requirements made of an employee shall be limited to matters concerning the work of the employee

and shall be stated in the job description. Such requirements shall not be contrary to the Articles of this Agreement.

(b) An employee shall have the right to the presence of a Union representative at any interview, or confrontation, relating to any part of this Agreement.

(c) Notwithstanding the above, an employee may, without a steward, discuss any matter with their supervisor. Such discussions shall be without prejudice.

##### 7.03 Access to University Personnel Files

Each employee shall, upon giving reasonable notice, have access to files compiled by the University and/or its officers, where these files relate to the individual's employment. The employee shall have the right to add written comment to any document, and further shall be provided with photocopies of any documents upon request. The employee shall be responsible for the actual minimum costs of the photocopies.

##### 7.04 Restrictive Reports

The University shall inform an employee of any internal or external reports received which cause or may cause the employee to suffer:

- (a) a termination of employment;
- (b) a restriction of chances of promotion.

Any employee so affected shall be given the opportunity to reply in writing, and/or have recourse through the grievance procedure. If successfully grieved, said reports will be removed from the file and/or files.

##### 7.05 Personal Information Reporting Act

The University and the Union will respect the provisions of the Personal Information Reporting Act of British Columbia.

#### ARTICLE 8 - MANAGEMENT OF THE UNIVERSITY

The Management and direction of the working force is vested exclusively in the University except as otherwise provided for in this Agreement.

ARTICLE 9 - GRIEVANCE PROCEDURE

9.01 Standing Labour/Management Committee

The University shall appoint and maintain a committee to be called the Labour Committee, one member of which shall be designated as chairperson. The University shall at all times keep the Union informed as to the individual membership of the committee. The Union shall maintain a Grievance Committee, one member of which shall be designated as chairperson. The Union shall at all times keep the University informed as to the individual membership of the committee. The two (2) parties shall together constitute a standing Labour/Management Committee which shall convene at the request of either party.

The purpose of the Labour/Management Committee shall be to discuss and attempt to settle any grievance, or any difference of opinion, or matters of mutual concern between the parties. Grievances shall be introduced to such meetings only after the established Grievance Procedure has been followed.

No Grievance shall be defeated merely because of a technical error in processing the grievance (e.g. wrong date, wrong article(s) cited, misspelling, etc.). If a technical error is discovered in any step of the Grievance Procedure, the error may be corrected and the grievance will proceed at the same step.

Reasonable amendments mutually agreed upon in writing may be allowed at any step, the intent being that matters in dispute be dealt with in a fair and equitable manner.

9.02 Grievance Procedure

(a) Definition: For the purpose of this Agreement, 'grievance' shall mean any difference or dispute arising between the parties to this Agreement, concerning the interpretation, application, administration, operation or alleged violation of this

Collective Agreement; whether between the University and any employee bound by this Agreement or between the University and the Union.

(b) No contravening resolution: A resolution of a grievance shall not contravene the conditions of the Articles of this Agreement nor amend this Agreement.

(c) Arbitrable Issues: Any issue not resolved through the Grievance Procedure shall be a matter for Arbitration.

(d) No stoppage of work: Such Grievances shall be resolved, without stoppage of work, as outlined in the steps of the Grievance Procedure.

(e) Absence of Supervisor: In the event that the supervisor responsible for dealing with the grievance is absent, the University will appoint an alternative officer to handle the supervisor's responsibilities as outlined in the Grievance Procedure.

If the supervisor or the grievor is absent from the University for more than five (5) working days and is likely to be absent for a longer period, the University and the Union shall consult together to determine a course of action to continue the grievance.

(f) A grievance involving more than one (1) employee in more than one department shall go directly to Step Four of the Grievance Procedure.

STEP ONE

A grievance may be initiated at any time after the employee becomes aware that a grievable condition exists, up until thirty (30) days from the day of awareness.

An employee who has a grievance shall first present the grievance to the supervisor directly in charge of the work. The employee must be accompanied by her/his shop steward or a Union representative. The parties involved shall have three (3) working days in which to resolve the grievance. If the grievance is not resolved in the aforementioned time period, Step One shall be considered complete.

#### STEP TWO

Within three (3) working days of completion of Step One, the aggrieved party and her/his shop steward or a Union representative shall submit two (2) written copies of the Grievance to the supervisor.

The Union will provide a form called the Grievance Form (see Appendix B) for this purpose. The formal grievance shall include:

- (a) a description of the grievance and the incident from which the grievance arose;
- (b) an indication of the Article(s) concerned or alleged to have been violated, or difference of opinion;
- (c) the suggested appropriate remedy.

The supervisor shall acknowledge the formal grievance giving the aggrieved party a formal written response within three (3) working days of receipt of the written submission and shall provide copies to the Shop Steward, Division Steward, the Union, the next highest University officer, and the Director of Personnel Services.

Step Two is complete when the supervisor has forwarded the formal response. If the supervisor does not make this formal response within three (3) days, the grievance shall advance to Step Three. The total time in this Step may not exceed six (6) days.

#### STEP THREE

Within five (5) working days of the receipt of the formal response to the grievor referred to in Step Two, or within five (5) working days after the expiry of the time limit in Step Two if no formal response is received from the supervisor, the employee, Shop Steward, Division Steward or Union representative, employee's supervisor and the University officer shall meet and discuss the grievance in an attempt to resolve it. A Union representative may substitute for either the Shop Steward or the Division Steward. In the event of a failure to resolve the grievance at Step Three

the parties agree to exchange written explanations of their positions regarding the issue within another five (5) working days. The Union agrees to send a copy of their position to the Director of Personnel Services.

The time provided in Step Three is ten (10) working days, after which Step Three is considered complete.

#### STEP FOUR

Within fifteen (15) working days of the completion of Step Three, the Labour/Management Committee shall convene to attempt a resolution of the grievance.

If the Labour/Management Committee is not able to resolve the issue at this meeting, either party may signify, in writing, of a failure to resolve the grievance and give notice of intention to advance the grievance to Arbitration. When notice is given to advance grievance to Arbitration, both parties agree to exchange written explanations of their position on the issue within five (5) working days.

#### 9.03 General Agreements

(a) Time Limits: The time limits prescribed for the performance of any act in the Grievance Procedure may be altered by mutual written consent of both parties and with the understanding that all time periods prescribed exclude weekends and statutory holidays. Abandonment of grievance: If a grievance has been submitted in writing, as in Step Two, and the employee allows any of the above specified time periods to lapse without proceeding further, the grievance will be considered abandoned.

(b) Time Off to Attend: An employee shall be permitted time off with pay to attend to the adjustment of a grievance and to be present at each step of a grievance concerning that employee; whether as a grievor, witness, or Union representative. It is understood that the employee shall attend to the adjustment of a grievance only when required. The employee shall notify her/his supervisor following the conditions stated in Article 6.03(b). In the event that the supervisor is absent, the employee shall notify the appropriate alternate.

(c) Retroactive Settlements: Grievance settlements shall be applied retroactively to the date of the incident giving rise to the grievance.

(d) Union representative shall mean a bona fide member of the A.U.C.E. Local 2 Union.

#### ARTICLE 10 - ARBITRATION

##### 10.01 List of Arbitrators

The parties to this Agreement shall maintain a list of mutually agreed upon Arbitrators as outlined in the Letter of Understanding (see Appendix C).

##### 10.02 Binding Decision

An Arbitrator shall settle the dispute within twenty (20) working days and her/his decision shall be binding upon both parties. This time period may be waived with the mutual consent of the parties and/or the Arbitrator.

##### 10.03 Expenses

Both parties of the Arbitration shall pay one-half ( $\frac{1}{2}$ ) of the expenses of the Arbitrator.

##### 10.04 No Contravening Decisions

An Arbitrator shall not make any award or decision contrary to the conditions of this Agreement, or amend this Agreement.

##### 10.05 Time Off to Attend

Employees shall be permitted time off to attend Arbitration proceedings that they are directly involved in; whether as a grievor, witness, or Union representative. The employee shall notify her/his supervisor following the conditions stated in

Article 6.03(b). In the event that the supervisor is absent, the employee shall notify the appropriate alternate. The University agrees to maintain salaries for the grievor and one Union representative.

#### ARTICLE 11 - SUSPENSION, TERMINATION, RESIGNATION

##### 11.01 Definition

- (a) Termination: an involuntary ending of employment.
- (b) Resignation: a voluntary ending of employment.

##### 11.02 Suspension

Suspension is a form of employee discipline and may be imposed for misconduct. Written notice will be given to the employee with a copy to the Union. A suspension shall not exceed five (5) days, and any employee suspended shall be returned to the position last held prior to the suspension.

No employee may be suspended except for a just and reasonable cause.

##### 11.03 Termination

(a) Period of Warning: This Article (11.03(a), Period of Warning) applies to continuing employees who have passed their probationary period. Except in the case of gross misconduct, termination will only occur after a written warning has been issued to the employee at a meeting where the Shop Steward is present. At that meeting, the parties shall discuss the cause of the problem, e.g. unsatisfactory work habits or unsatisfactory performance, and the satisfactory remedy. A time limit of not less than one (1) month and not more than three (3) months shall be given to make the necessary changes before the final decision is made on the necessity of the employee's termination. During the time limit mentioned above, the employer will keep the employee informed in specific terms of the progress being made by the employee. Notwithstanding the maximum time limit mentioned above, the three (3) months may be extended by the employer if warranted by the situation.

This warning period shall not constitute Notice of Termination.

(b) Termination: No employee may be terminated except for a just and reasonable cause. When an employee is to be terminated, she/he shall receive prior to the termination a letter giving notification and reason(s) for the termination. A copy of the notice shall be sent to the Union no later than the date that the employee is to receive the termination notice.

(c) Special Conditions for Temporary and Probationary Employees: Temporary and probationary employees will not be suspended. Temporary and probationary employees may be terminated without the warning period described in 11.03(a). For temporary employees, just cause shall include the pre-determined termination date. Temporary and probationary employees shall be provided notice in accordance with Article 11.04 and shall receive a letter giving reason(s) for the termination. A copy of the letter shall be sent to the Union no later than the date that the employee is to receive the termination notice.

#### 11.04 Notice or Pay in Lieu

(a) Continuing Employees Termination: Continuing employees who have passed their probationary period shall receive four (4) weeks notice or four (4) weeks pay in lieu of notice in the event of termination, except for gross misconduct.

(b) Full-Time Temporary Employees Termination: A full-time temporary employee has a pre-determined termination date and where that date remains unchanged, or where the term of employment is two (2) weeks or less no notice or pay in lieu of notice of termination will be given. If the pre-determined period of employment is greater than two (2) weeks and less than six (6) weeks and is subsequently shortened, one (1) week notice or one (1) week pay in lieu of notice of termination will be given. If the pre-determined period of employment is six (6) weeks or more and is subsequently shortened, two (2) weeks notice or two (2) weeks pay in lieu of notice of

termination will be given. No notice shall be required if termination is the result of gross misconduct.

(c) Part-Time Temporary Employees Termination: A part-time temporary employee has a pre-determined termination date and where that date remains unchanged, or where the term of employment is two (2) weeks or less no notice or pay in lieu of notice of termination will be given. If the pre-determined period of employment is greater than two (2) weeks and less than ten (10) weeks and is subsequently shortened, one (1) week notice or one (1) week pay in lieu of notice will be given. If the pre-determined period of employment is ten (10) weeks or more and is subsequently shortened, two (2) weeks notice or two (2) weeks pay in lieu of notice of termination will be given. No notice shall be required if termination is the result of gross misconduct.

(d) Probationary Employees Termination: Where a probationary employee has worked two (2) weeks or less and is terminated, no notice of termination shall be given. Where a probationary employee has worked more than two (2) weeks but less than six (6) weeks, and is terminated, one (1) week notice or one (1) week pay in lieu of notice shall be given. Where a probationary employee has worked six (6) weeks or longer, and is terminated, two (2) weeks notice of termination or two (2) weeks pay in lieu of notice shall be given. No notice shall be required if termination is the result of gross misconduct.

(e) Where an employee has been working other than a set number of hours per week, the amount to be paid out in lieu shall be based on the employee's average weekly earnings excluding overtime, calculated over a period of up to eight (8) weeks prior to the date of termination.

#### 11.05 Notice of Resignation

If an employee resigns, ten (10) working days notice will be given prior to the date of resignation. If ten (10) days notice is not given, the employee will be entitled to her/his vacation pay of five-sixths (5/6) of a day per month less any actual vacation

she/he has taken, or the minimum legal entitlement (whichever is greater). In exceptional cases this requirement for notice may be waived. In the event that the employee is rehired within thirty (30) days, the conditions of Article 12.06 shall apply.

#### 11.06 Wages and Benefits on Termination

In the case of termination or resignation, the employee shall receive all vacation entitlements and salary due to the date of termination. Wages, holiday pay and other monies due will be paid within six (6) days of the last day of employment of an employee who resigns, and on the last day of employment of an employee who is terminated.

#### 11.07 Satisfactory Evidence

In all cases of suspension or termination, the University must provide satisfactory evidence of just cause.

#### 11.08 Reinstatement

If, as a result of the Grievance Procedure, it is found that an employee has been terminated for unjust cause, that employee will be reinstated to her/his former position, or one of equal salary range, without loss of seniority, rank or benefits, and shall be compensated by the University for all wages lost retroactive to the date of termination.

### ARTICLE 12 - SENIORITY

#### 12.01 Definition

Seniority shall mean length of service with the University and shall be credited for all service prior to the certification of the bargaining unit as designated in Article 2, regardless of occupational change as provided for herein.

#### 12.02 Computation of Seniority

The seniority of part-time and temporary employees shall be determined on the basis of the number of

months worked, i.e. 152 hours equals one (1) month. (Months determined by multiplying the number of hours in the work week by fifty-two (52), then dividing by twelve (12). This definition of month is to apply to the computation of seniority only.)

If employees move or wish to move to one of the other groups of employees as defined under Article 2.01, their total service time as recorded on the appropriate seniority list will be counted for seniority purposes.

#### 12.03 Accrual and Maintenance of Seniority

(a) For continuing full-time and part-time employees, seniority will accrue from the first day of employment, and be maintained, as provided for herein:

- (i) during sickness, accident, or leaves of absence: seniority will continue to accrue during the first six (6) months of each case of absence from work due to sickness, accident, or approved leave of absence. Seniority shall accrue for all employees in the bargaining unit when the union is on strike, honouring a bona fide picket line or during any lockout.
- (ii) during layoff: seniority will continue to accrue during the first four (4) months of each case of absence from work due to layoff.
- (iii) during union office: seniority will continue to accrue for the duration of the leave of absence agreed to in Article 6.03(c).
- (iv) Seniority Maintenance: seniority shall be maintained unless, and until, lost as provided for in section 12.04.

(b) For temporary employees, seniority shall accrue and be maintained on a temporary employees' seniority list as provided for herein.

- (i) To qualify to be placed on the temporary employees' seniority list, a temporary employee must have worked hours equivalent to three (3) standard work weeks within three (3) consecutive calendar weeks. Once qualified, seniority will be credited from the first day of employment and for all subsequent periods of employment provided the break between periods of employment does not exceed six (6) months.

- (ii) Once qualified, seniority will continue to accrue as provided for in Article 12.03(a)(i), but in no case beyond the pre-determined date of termination as defined in Article 2.01(c).
- (iii) Seniority shall be maintained until loss of seniority occurs under the provisions of Article 12.04.

#### 12.04 Loss of Seniority

Seniority shall be lost when:

- (a) a period of more than six (6) months occurs between periods of temporary employment;
- (b) an employee voluntarily resigns (except as in 12.06);
- (c) a continuing employee is terminated unless the employee is subsequently reinstated through the Grievance Procedure;
- (d) layoff over twelve (12) months;
- (e) no response to a recall notice except as set out in Article 14.09 (b).

#### 12.05 Seniority Lists

Up-to-date lists of seniority with the University shall be sent to the Union on the first day of each semester. There shall be a separate list for temporary employees.

#### 12.06 Seniority Restored

If a continuing employee resigns and within thirty (30) days is rehired to a continuing position by the University, that employee's seniority shall be restored.

### ARTICLE 13 - VACANCIES, PROMOTIONS, PROBATION, TRANSFERS, DEMOTIONS

#### 13.01 Employment Priority

(a) The University shall fill vacancies from applicants within the bargaining unit, giving equal consideration to applicants currently employed, on the laid-off list, and on the temporary employees' seniority list before hiring new employees, provided

that such applicants having the necessary ability and qualifications are available.

(b) For temporary part-time work, the University shall, wherever possible, give priority to students with the necessary ability and qualifications.

#### 13.02 Job Postings

Vacancies for all continuing positions, and for all temporary positions over two (2) months, shall be posted for a minimum of five (5) working days. A copy will be sent to the Union office. A copy will be sent to those employees on the laid-off list who have agreed with the University on the classifications that are within their scope and who have not been served recall notice.

Each posting shall include job title, position number, salary, outline of job duties, and necessary qualifications and skills. Each Notice of Vacancy shall state 'This position is open to both male and female applicants. The University is an equal opportunity employer.' Upon request unsuccessful applicants to posted positions will be notified in writing of the reasons they were unsuccessful.

The University shall notify the Union in writing of the discontinuation of any vacant position as soon as the decision is made to discontinue the position.

#### 13.03 Promotion

(a) Definition: The movement of an employee from one position to another in a higher salary grade, other than by reclassification.

(b) Both parties agree

- (i) with the principle of promotion within the service of the University and,
- (ii) that job opportunity shall increase in proportion to the length of service.

Promotions shall be based equally on ability, qualifications and seniority.



13.04 Temporary Promotion

(a) Definition: The movement of an employee from one position to another in a higher salary grade, (other than by reclassification), for a period of time after which the employee is to be returned to the position and pay rate held prior to the promotion (allowing for step increases earned through accrual of classification service during the promotion).

(b) The rate of payment for a temporary promotion shall be in accordance with the conditions of 13.05 (Salary Adjustment), and shall apply for the duration of the temporary promotion provided that the period is equal to or greater than thirty-five (35) hours.

13.05 Salary Adjustment

(a) The salary of an employee being promoted permanently to a higher classification shall be that step of the higher salary grade to which she/he is promoted that provides for a minimum salary increase of \$17.00 biweekly.

(b) The salary of an employee being promoted temporarily to a higher classification shall be that step of the higher salary grade to which she/he is promoted that provides for a minimum salary increase of \$10.00 biweekly.

(c) If an employee chooses to apply for, and receives, a position in a lower classification, the salary shall be that of the lower classification. The employee's classification service in her/his previous position shall apply in the lower classification.

13.06 Transfer

(a) Definition: A change from an employee's position to another in the same salary grade via the job posting procedure or as otherwise specified in this contract, e.g. 14.04(d).

(b) Any employee shall have the right to apply for a vacant position in the same salary range and classification, subject to the conditions of 'promotion', Article 13.03.

13.07 Transfer Outside the Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without her/his consent. If the employee is transferred back to a position inside the bargaining unit, seniority will have accrued during the period of transfer.

13.08 Trial Period

(a) Definition: That initial one (1) month period in each position held by the same employee during which the employee finds whether or not the job is satisfactory, and the University finds whether or not the employee is able (or will be able with the job training) to meet the basic job requirements.

(b) When promoted, transferred, reinstated to a new position, involuntarily transferred, or rehired through the job application procedure from the laid-off list, the employee shall be on a trial period for one (1) month, (except as in 13.08(c)). If during the trial period the employee finds the job unsatisfactory, or is unable to meet the basic job requirements, where possible, she/he shall be returned to her/his former position or to one of at least equal salary range. If no suitable vacancy exists, the employee shall be laid-off rather than terminated. The trial period may be extended by mutual agreement in writing.

(c) The trial period shall be waived where an employee is being placed into a position in which that employee has already passed the trial period.

13.09 Probationary Period

(a) Definition: That initial three (3) month period of service where the University finds whether or not the employee is able to meet the basic job requirements.

(b) Continuing Employees: All continuing employees on initial hiring, (or rehiring after seniority has been lost, reference Article 12.04), will be on a three (3) month probationary period. During this time, newly hired employees shall be entitled to all the rights and privileges of this Agreement,

except that the employment of such employees may be terminated at any time during the probationary period, subject to Article 11.03(c).

(c) Temporary Employees: If temporary employment continues for longer than four (4) months of unbroken service, the employee shall be considered a 'continuing employee', and her/his probationary period shall be considered completed after the first three (3) months.

(d) No employee shall have more than one probationary period as long as that employee's seniority is in effect. However, the provisions of Article 13.08 (Trial Period) shall apply.

#### ARTICLE 14 - INVOLUNTARY TRANSFER, LAYOFF, RECALL

##### 14.01 Definitions

(a) Involuntary Transfer shall mean a transfer which takes place by means other than the employee applying for and receiving a posted vacancy.

(b) Layoff shall mean an involuntary cessation of employment due to lack of work or reduction or discontinuation of a service or services. The discontinuation of services may be due to the elimination of a program or programs or to inadequate funding.

(c) Recall shall mean the direct return of an employee from the laid-off list to her/his former position of employment, bypassing the job posting procedure.

##### 14.02 Notice to Union

The University shall give written notice to the Union of the discontinuation or reduction of a service or services before such a discontinuation takes place, where such change in service will result in the involuntary transfer or layoff of a continuing employee, or in the termination of temporary employees occupying positions which normally recur on a semester or yearly basis.

##### 14.03 Procedure for Involuntary Transfer and for Layoff

(a) Within one (1) week of the date of giving of notice as provided in 14.02 above, the University shall provide the Union with a list of the employees whose positions are to be discontinued. These employees shall then be interviewed by Personnel Department to determine the following:

- (i) Job classifications that are within her/his scope or are likely to be within her/his scope given the job training of the trial period.
- (ii) Departments in which she/he would prefer to work, and such expressed preferences will be considered where possible.

When the information, mentioned above, has been obtained and collated, the University, in consultation with the Union, will arrange involuntary transfers so as to require the least number of involuntary transfers and layoffs. Once all layoffs and involuntary transfers have been arranged, the Personnel Department will issue layoff and involuntary transfer notices in accordance with the relevant Articles of this Agreement.

Involuntary transfers thereby necessitated shall not be subject to the Grievance Procedure provided they do not contravene Article 14.04(d).

(b) The elapsed time between the Notice to the Union, as described in Article 14.02, and the issue of the layoff and involuntary transfer notices shall not exceed four (4) weeks.

No notice of layoff or involuntary transfer will be issued until the process described in 14.03(a) has been completed.

(c) Should an employee on notice of layoff leave the University prior to expiry of the time limit set out in Article 14.05, and her/his position is scheduled to be filled by an employee on involuntary transfer, the time limit on involuntary transfer, as set out in Article 14.04(b), shall be waived. Other than as provided for in this article, all layoffs and involuntary transfers will take place on expiry of the time limits provided.

14.04 Involuntary Transfers

(a) If one of a number of similar positions within a faculty, department or a division of the University is to be eliminated, the employee involuntarily transferred shall be the one with the least seniority.

(b) Except as provided for in Article 14.03(c), an employee shall be given four (4) weeks notice of involuntary transfer.

(c) If within six (6) months of the discontinuation of a position, that position is reinstated in the same department, the employee who was involuntarily transferred out of the discontinued position shall have the choice of staying in her/his present position, or transferring to the newly opened (her/his former) position bypassing the job application procedure without loss of seniority which the employee would still have held had she/he not been involuntarily transferred, or loss of step increases to which the employee would have been entitled had she/he not been involuntarily transferred. In this case, neither Article 13.02 nor 13.08 shall apply.

(d) An employee may be involuntarily transferred to replace a person of less seniority provided that the employee being involuntarily transferred either has, or will likely have the qualifications and ability to maintain the job requirements prior to the expiry of the trial period.

(e) Where an employee is involuntarily transferred under the provision of 14.02 and 14.03 to a position providing a lower pay grade, she/he will continue to receive the rate of pay received in the higher grade until the job occupied has a wage equal to or more than the wage received by the employee at the time of the involuntary transfer.

14.05 Notice of Layoff

In the event of layoff, the University shall give a minimum of four (4) weeks notice or four (4) weeks pay in lieu of notice to continuing employees. In the case of irregular earnings, 'payment in lieu' for layoff shall be the same as that stated for 'termination' in Article 11.04(e).

14.06 Layoff and Seniority

Layoff of employees shall be made on the basis of least seniority having regard for the nature of the remaining work and the ability of the remaining employees to perform the work.

14.07 Laid-off List

In the case of layoff, a laid-off list shall be established.

14.08 Maintenance on Laid-off List

When a layoff occurs, the affected employee's name shall be placed on the laid-off list effective the day after her/his last day of employment, and shall be kept on the list for a period of one (1) year.

14.09 Notice of Recall

(a) Notice of Recall shall be made by telephone, or, if this is unsuccessful, by registered mail to the last known address of the employee. A copy shall be sent to the Union office.

(b) A person on the laid-off list, when served recall notice, shall have seven (7) days from the mailing of the notice to reply except where extenuating circumstances such as sickness, etc. prevents the recalled employee meeting the time limit. It is the responsibility of the recalled employee or the Union to inform the University of the extenuating circumstances within a reasonable period of the expiry of the time limit provided.

14.10 Salary of Recalled Employee

An employee recalled as defined in Article 14.01(c) shall receive a salary no less than that received at layoff.

14.11 Notice of Current Address

It shall be the responsibility of the employee on the laid-off list to keep the University informed of her/his current address.

14.12 Temporary Employees First

No continuing employee shall be laid off as long

as there are temporary employees performing work within the capabilities of the employee who has been given notice of layoff.

#### ARTICLE 15 - JOB DESCRIPTIONS

##### 15.01 University to Provide

(a) All positions within the bargaining unit must have a job description. The University agrees to provide the Union with copies of each individual job description for positions in the bargaining unit as currently on file in Personnel Services and with new job descriptions and revised job descriptions within two (2) weeks of being written and approved by the University. The parties agree that such descriptions are the recognized job descriptions, unless formally changed in accordance with Article 17 or as otherwise provided for in this Article.

This requirement for a job description is not necessary where an employee is hired to a position of a shorter duration than one month provided a similar position (i.e. having no major differences) does not exist in the bargaining unit and has not existed in the past. However, if the Union feels that the terms of agreement are being violated, the Union may request a job description for any position within the bargaining unit and the University agrees to provide the description.

(b) The list of job duties in the job description shall serve as an outline of the job. It shall be in conformity with the recognized position title and it shall not conflict with any terms of this Agreement.

##### 15.02 Changes in Job Descriptions

(a) The University may change or modify a job description provided the changes do not violate the terms of the Agreement and provided the changes in duties are consistent with the position title.

(b) Job descriptions forwarded to the Union as set out in Article 15.01 shall be considered accepted if no request for review has been received from the Union within thirty (30) working days of the date of forwarding to the Union. This time limit may be extended with the mutual consent of both parties.

(c) In the event that the Union does not feel a job description is adequate or appropriate, it may request that the University review the job description. The University agrees to review questioned job descriptions to improve or confirm in writing their accuracy within thirty (30) calendar days of receipt of complaint. This may be extended with the mutual consent of both parties.

Any request for review must include a statement setting out where the job description is inaccurate, inconsistent or where it violates terms of agreement before any review will be conducted.

(d) New or revised job descriptions shall be shown to and signed by the affected employee or employees before being forwarded to the Union as set out in Article 15.01(a).

It is understood that the signature(s) of the employee(s) mean only that the employee(s) have read and understood the job description, and in no way implies approval or disapproval.

(e) Following any review undertaken under the provisions of this Article, if the Union feels the job description in question is not appropriate, the complaint may be subject to the Grievance Procedure.

#### ARTICLE 16 - JOB SPLITTING

The University shall allow job splitting (two (2) or more employees sharing one position). The details will be worked out between the employees requesting job splitting and their immediate supervisor.

ARTICLE 17 - JOB REVALUATION AND RECLASSIFICATION

17.01 Definition

Job Revaluation consists of reviewing the component parts of the job to confirm the appropriateness and equitability of the classification.

17.02 When Revaluation Appropriate

A revaluation of the job is appropriate when the job duties and/or responsibilities have substantively changed because of changes in the work or when a job can be shown to be substantively different from the existing job description or when the employee feels her/his job has been incorrectly classified.

17.03 Requests for Revaluation

(a) Requests for revaluation may originate with the Union or the employee through her/his supervisor, at any time of year. The supervisor will forward the request to Personnel Services

(b) The Personnel office will review the case as required. Revaluation requests must include:

- (i) a copy of the existing job description
- (ii) a description of the present job situation
- (iii) comment on the substantive differences between the present situation and the existing job description
- (iv) indication of the amount of time spent on each task
- (v) suggested appropriate classification
- (vi) indication of what other positions on campus seem to compare, if any
- (vii) if appropriate, an indication of what new skills or qualifications are required to do the substantively changed job.

(c) The employee will be interviewed by a job analyst. At the request of the employee, a shop steward will be present at this interview.

17.04 Notification of Disposition

The employee will be notified by letter within six (6) weeks of the disposition of the request. These time limits may be altered by mutual consent of the parties.

17.05 Documents Distribution

A copy of the job description and the evaluation rationale will be provided to the employee, the Union and the supervisor as soon as a decision is made.

17.06 Salary Increase Retroactive

A wage increase as a result of reclassification resulting from revaluation will be retroactive to the date of request for the revaluation, unless the new duties are to begin at a future date.

17.07 No Probationary Period

If an employee's position is reclassified as a result of revaluation, she/he shall not be placed on probation.

17.08 Salary Increase

(a) If an employee's position is reclassified as a result of a request for revaluation as in 17.03, the salary of that employee will be the same step on the higher salary grade as in the present salary grade. She/he shall not be placed on a trial period.

(b) If the University reclassifies a job because of future plans to upgrade the duties of the job, or where the employee has successfully advanced from a recognized 'training' position (see Appendix A), an appropriate salary increase will be established according to Article 13.05. The employee may be placed on a trial period as described in Article 13.08.

(c) If the University initiates a reclassification for reasons other than those stated in 17.08(b), then an appropriate salary increase will be established according to Article 13.05(a). She/he shall not be placed on a trial period.

17.09 Revaluation Appeals

(a) Employees who believe the results of a revaluation of their job to be incorrect may utilize the Revaluation Appeal procedure set out in this Article.

(b) A Joint Revaluation Appeal Committee will be established to make a final and binding decision on revaluation appeals.

(c) The Committee will be a standing committee composed of two representatives each from the Union and the University. The Committee members shall have equal votes. If an issue cannot be resolved after two (2) meetings, a fifth mutually acceptable individual will be brought in to cast the deciding vote. The parties to this agreement shall maintain a list of 'fifth' members as outlined in a Letter of Understanding.

(d) The Committee shall have two functions:

- (i) to determine whether there are sufficient grounds for an appeal, and, if so;
- (ii) make a final and binding decision on the appeal as set out in 17.09(c) above.

However, no decision of the Committee shall contravene or amend the provisions of the Articles of Agreement, nor result in a reclassification which is inconsistent with the established classifications.

(e) Revaluation Appeal Procedure:

- (i) The employee shall forward her/his appeal to the Committee (via the Director of Personnel Services). The written statement of appeal must point to the alleged inaccuracy in the revaluation with appropriate references to the 'job description' and the 'evaluation rationale' (see 17.05).
- (ii) The Committee, unless extenuating circumstances exist, shall meet within fifteen (15) days of the receipt of the appeal by the Director of Personnel Services.
- (iii) The Committee shall give their decision, in writing, to the employee, the Union and the Director of Personnel Services.

The parties to this Agreement understand that this Appeal procedure will apply only for the duration of the current contract. Should either party find that the Appeal procedure is unsatisfactory then upon the expiry of the Collective Agreement, the Appeal procedure shall be replaced by the Grievance/ Arbitration procedures.

#### 17.10 Anomalies

No person will be reclassified to a lower salary grade. Anomalies will be identified and corrected when the incumbent vacates the position.

#### 17.11 Employee Eligibility

Temporary employees shall receive the starting rate of the appropriate job classification for work performed. Only continuing employees are eligible for the re-evaluation procedure as described in Article 17.01-.09.

### ARTICLE 18 - BONDING

#### 18.01 Arrangements

If the University requires any employee to be bonded, then the University shall make arrangements with a recognized firm to bond the employee, and the University shall pay all costs attached thereto. If the University's bonding firm is not willing to issue a bond, the employee shall have the right to obtain a bond from some other reputable and recognized bonding firm, with the cost to be borne by the University, provided the cost is not greater than the cost would be if the bond were obtained by the University. In the case where the cost is greater, the employee will be responsible for the additional cost of the bond.

#### 18.02 Bonding Pre-Condition on New Employees

A new employee may be hired with the provision that she/he is bondable. If said employee is unbondable, (as in Article 18.01) she/he may be dismissed without notice.

#### 18.03 Determination Prior to Transfer or Promotion

The University shall determine the bondability of an employee prior to transferring or promoting the employee to a position requiring bonding. If the employee is unbondable, she/he shall not be transferred to a position requiring bonding.

#### 18.04 Bonding Subsequent to Employment

Employees whose positions become bondable after the date of hire, shall, if unbondable, be transferred or promoted to a less sensitive position with no loss of pay.

ARTICLE 19 - CONTRACTING OUT

The University will not normally contract out work normally performed by members of the bargaining unit.

Where contracting out is deemed necessary by the University, the Union will be consulted.

No employee will be terminated or laid-off as a result of contracting out.

ARTICLE 20 - USE OF UNIVERSITY FACILITIES

20.01 Facilities

The University shall provide access for all employees to University recreational, library and food services facilities during those hours scheduled for staff or public use, providing such use does not conflict with the scheduled hours of work. Where such use conflicts with scheduled hours of work, the prior approval of the respective supervisor is required. Make-up time shall not be considered overtime.

20.02 Library Cards

All continuing employees shall be provided, free of charge, a library card entitling the holder the use of facilities as enjoyed by the rest of the University community. Upon retirement, an employee shall receive a renewable lifetime library card entitling her/him to all privileges as enjoyed by the rest of the University community.

20.03 Lounges

Present lounges and food services to which employees have access shall be maintained at no less than their present level and where possible shall be improved and/or expanded. Changes to lounges and food services will be made in consultation with the Union.

20.04 University Food Services Committee

The Union will maintain membership on the University Food Services Committee.

ARTICLE 21 - ATTENDANCE AT UNIVERSITY FUNCTIONS

21.01 Requests in Advance

Where a function or activity sponsored by a University department (exclusive of events covered by Article 23) conflicts with an employee's scheduled working hours, an advance request may be made of the supervisor for time off to attend.

Unless, in the opinion of the supervisor, departmental requirements cannot be met, the request will be granted.

21.02 Make-Up Time

Approved requests are conditional on any lost time being made up. Such 'make-up' time shall not be considered overtime.

21.03 Make-Up Waived

If the supervisor feels the function is job related, the make-up time will be waived.

ARTICLE 22 - EMPLOYEE TRAINING AND DEVELOPMENT

22.01 Training

The University shall encourage departments to provide on-the-job training for employees to upgrade their skills and knowledge, as would be required for promotion. Where a supervisor has determined that a course, seminar or conference, etc. is required, or would benefit the University, the full cost will be borne by the University.

22.02 Development

The University and the Union jointly respect the principles of human resource development. The parties agree to establish a committee to review job rotation and career planning, within six (6) months of the signing of this agreement.

ARTICLE 23 - TUITION REIMBURSEMENT

23.01 Conditions and Arrangements

The University will reimburse seventy-five percent (75) of tuition fees for up to five (5) credit hours of courses per semester provided all of the following conditions have been met:

- (a) Application is made on FAD 9-3, available from Personnel Services and approved in advance of course registration.
- (b) Any necessary arrangements for time off the job have been made with the supervisor and approved in advance.
- (c) The course is taken on campus and for credit.
- (d) The supervisor certifies that all make-up time has been recovered.
- (e) Proof of successful completion of the course is submitted to Personnel Services for reimbursement.

Employees must be on the payroll both at time of commencement and conclusion of the course.

Fees for courses which meet all the above requirements, and do not conflict with the employee's working schedule, will be reimbursed at one hundred percent (100%).

23.02 Employee Eligibility

Only continuing employees are eligible for this benefit.

ARTICLE 24 - HOURS OF WORK

24.01 Standard Work Day

Standard Work Day will be seven (7) hours, exclusive of the meal period.

24.02 Standard Work Week

Standard Work Week will be thirty-five (35) hours in any five (5) consecutive days.

24.03 Modified Work Week - Definition

Modified Work Week is an organization of the hours of work agreed to by the University and the employee

to provide fewer but longer working days. Any such modification will be arranged so that the total number of hours worked biweekly is seventy (70).

24.04 Modified Work Week - Proposals

(a) Employees may submit proposals through the immediate supervisor to the department head to establish a Modified Work Week. The supervisor shall forward the request within five (5) days of receipt. Employees presently on Modified Work Week schedules will not be required to submit proposals to remain on the Modified Work Week.

The criteria necessary for operation of the Modified Work Week are:

- (i) The services provided by the department to the University will not be diminished.
- (ii) No appreciable additional costs to the University will result from the implementation of the Modified Work Week.

If these criteria are met, approval of such proposals shall not be denied.

Employees shall be informed of the decision regarding proposals within fifteen (15) working days of submission. The time limit may be extended if the proposal is not adequately documented.

There will be a four (4) month trial period and if during this period the criteria are not met, the Modified Work Week may be discontinued.

If the criteria are met during the trial period the Modified Work Week will remain in operation unless changed as provided for in 24.04(b).

(b) Should the criteria in 24.04(a) cease to be met, or should changes in the hours of operation in the department require a change in the arrangement of hours comprising the Modified Work Week schedule, the department head may propose a change to the employees affected. Failing agreement between the parties concerned, the department head's proposal shall be submitted to the Modified Work Week Joint Committee for recommendations. The Modified Work Week Joint Committee shall be comprised of three representatives from the Union and three representatives from the University. The Modified Work Week



Joint Committee will make recommendations on proposals, and such recommendations will be forwarded to the Dean, Director, or equivalent involved in the proposed change through the Director of Personnel. The Dean, Director, or equivalent will consider the recommendations prior to implementing any change.

#### ARTICLE 25 - OVERTIME

##### 25.01 Definition

Overtime is that time worked in excess of the normal or modified work day, work week or biweekly period whichever is applicable (ref: Article 24).

Scheduled overtime is overtime that has been pre-arranged. This does not preclude the operation of Article 25.03.

##### 25.02 Rate of Compensation

(a) Day Shift: Compensation for overtime shall be paid at the rate of two(2) times the hourly rate for hours worked to the nearest one-quarter ( $\frac{1}{4}$ ) hour.

(b) Other Shifts: Overtime worked in addition to a shift, other than day shift, will be paid for at two (2) times the differential rate.

##### 25.03 Continuous Work Day

Overtime worked continuous with the work day (no unpaid break between regular shift and overtime) shall be paid for a minimum of one (1) hour. If an unpaid period (other than the first unpaid one-half ( $\frac{1}{2}$ ) hour meal period, (25.06)) occurs between the regular shift and overtime, such overtime shall be considered Call Out. Overtime will not be scheduled in violation of the 'No Split Shift' clause (ref: Article 26.02).

##### 25.04 Call Out

Employees called out to work before the beginning of, or called back after completing, a regular day's work, where such work is not continuous with the

regular shift, or from a day off, shall be paid for a minimum of four (4) hours at overtime rates.

##### 25.05 Time Off in Lieu of Payment

Employees working overtime may take compensatory time off, calculated at double time, in lieu of payment or a combination of time off and pay. Such arrangements will be made in consultation with the supervisor.

##### 25.06 Unpaid Meal Period in Overtime

Employees requested to work overtime in excess of two (2) hours beyond their regular work day shall be allowed an unpaid one-half ( $\frac{1}{2}$ ) hour meal period before, during or after the overtime work period.

##### 25.07 Paid Meal Period in Overtime

At least one (1) one-half ( $\frac{1}{2}$ ) hour paid meal period shall be provided after every four (4) additional hours overtime worked beyond the first (unpaid) meal break. Reasonable meal costs will be reimbursed, based on receipts.

##### 25.08 Overtime Voluntary

The University shall endeavour to keep overtime to a minimum. Overtime shall be on a voluntary basis.

##### 25.09 Standby Time

For each twenty-four (24) hour period accumulated 'standby' time, the employee will be paid one (1) hour's pay, or time off in lieu of payment, with approval of supervisor. Employees on vacation cannot be placed on standby.

##### 25.10 Cancellation of Call Out

Cancellation of call out, either before or after the employee starts work, will result in a four (4) hour minimum at overtime rates.

##### 25.11 Cancellation of Scheduled Overtime

Cancellation of scheduled overtime, either before

or after the employee starts work, will result in a one (1) hour minimum at overtime rates.

25.12 Compensating Time Off for Late Overtime

If an employee works an overtime shift ending after 2200 hours she/he will report to work the following day one (1) hour after the normal starting time for each hour worked beyond 2200 hours, with no loss in pay.

ARTICLE 26 - SHIFTS AND SHIFT DIFFERENTIALS

26.01 Shift Definition

SHIFT	TIME BOUNDARIES	RATE	
		Mon. 0001- Sat. 2400	Sun. 0001- 2400
DAY	0800 - 1800	reg.hrly. rate	r.h.r. + 50¢/hr.
AFTERNOON	1800 - 2400	r.h.r. + 65¢/hr.	r.h.r. + \$1.15/hr.
NIGHT	0001 - 0800	r.h.r. + 90¢/hr.	r.h.r. + \$1.40/hr.

Employees will be paid shift rate for all time worked in a shift, exclusive of meal breaks, and including rest periods.

Employees working a day shift will not be eligible for shift rates where their modified work day extends beyond 1800, unless the extension is due to scheduling requirements.

26.02 Split Shifts

There shall be no split shifts for full-time employees. Part-time employees may elect to work split shifts.

26.03 Shift Schedules

(a) Shift schedules shall be posted fourteen (14) days in advance and employees will be consulted prior to any change in the shift schedule in order to determine their availability.

(b) Changes to starting times and changes to days on which work is to be performed for employees on either Standard or Modified Work Week will be implemented as in 26.03(c) and (d).

Changes in the arrangement of hours which comprise the Modified Work Week may be implemented as in 24.04.

(c) The employee may be required to make temporary changes to starting times or to days on which work will be performed in order to cover for other employees who report to the same supervisor and who are temporarily absent. The supervisor will take into account the employee's availability, as determined by consultation. Such temporary changes are subject to Temporary Promotion, Article 13.04. Such temporary changes will be for periods not to exceed four weeks duration.

(d) Changes in schedules which affect starting times by more than one hour or which affect days on which work will be performed and which exceed four weeks duration shall be subject to joint University/Union negotiations. In the event of disagreement, the schedule of starting times and days on which work is to be performed will remain as on September 7, 1977 until the disagreement is resolved by the Labour/Management Committee.

26.04 Time Between Shifts

There shall be at least twelve (12) hours between the end of work on one regular shift and the commencement of the next regular shift, unless the employee gives her/his consent in writing.

26.05 Consecutive Days Off

Shift days will be chosen so as to provide a minimum of two (2) consecutive days off.

ARTICLE 27 - EMPLOYEES WHO INSTRUCT

In many positions, instruction forms a part of the job and will be part of the job description. In these cases, this component of the position has

already been included in the determination of appropriate salary range.

On occasion however, there are situations, i.e. in a workshop, seminar, or course where, because of expertise possessed, an employee may be requested to develop and present instructional material. In such instances, an additional stipend must be arranged through the department requesting the services, giving concern for the length and nature of the preparation and presentation and whether the instruction is additive or substitutive to the employee's regular responsibilities.

The employee may refuse these requests if satisfactory arrangements cannot be made.

#### ARTICLE 28 - AFTER HOURS ESCORT AND TRANSPORTATION

##### 28.01 Public Transportation Not Available after Overtime or Callout

When an employee commences or ends a period of overtime or callout when public transport is not in operation or will cease operation before the employee arrives at home, the employee will be reimbursed taxi fare.

##### 28.02 Scheduling Regular Shifts

(a) Compatible with Transport: The University shall attempt to arrange end of shifts in such a manner so the employee has access to public transportation with no more than a fifteen (15) minute wait.

(b) Staffing if Incompatible: When shifts begin or end at hours incompatible with public transport, the University shall attempt to staff shifts amongst employees capable of arranging their own transportation.

(c) Taxis: In the event this is not possible, the University shall provide taxi vouchers or reimbursement for taxi fare.

##### 28.03 Escort Arrangements

Employees required to work beyond normal closing time and apprehensive about personal safety should

make prior arrangements with Traffic and Security for escort to their chosen form of transport.

#### ARTICLE 29 - CAR POOLS/PARKING

##### 29.01 Car Pools

The University shall assist the Union in its efforts to establish a car pool registration system and encourage employees to participate in car pools.

##### 29.02 Parking

Employees whose parking space is taken over for other purposes, shall be provided parking in the next nearest available parking lot at a rate not to exceed the previously paid rate. If the original parking space is returned to service, the original holder of that space shall have first option to regain parking rights.

#### ARTICLE 30 - MEAL PERIODS

The employee shall be entitled to a meal break of at least one-half ( $\frac{1}{2}$ ) hour and not more than one (1) hour in each shift. Length of the meal period shall be determined by mutual agreement between the employee and her/his immediate supervisor, providing always that departmental operating requirements are met.

#### ARTICLE 31 - RELIEF PERIODS (COFFEE BREAKS)

The employees shall be entitled to two (2) paid relief periods of fifteen (15) minutes each, one such period to be taken during the first one-half ( $\frac{1}{2}$ ) of the work period and the other during the second one-half ( $\frac{1}{2}$ ).

The above notwithstanding, in some circumstances it may be appropriate for the supervisor and an employee to make other mutually agreeable arrangements for the taking of relief periods.

This provision will not result in a shorter work day on a regular basis.

ARTICLE 32 - PAID HOLIDAYS

32.01 Definition

A paid holiday is any statutory holiday or any official University holiday. (See Article 32.02)

32.02 List

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Dominion Day	Boxing Day
B.C. Day	

In addition, any other day proclaimed by the federal, provincial or municipal governments, or any other day in lieu of a statutory holiday shall be recognized as a paid holiday for all staff.

32.03 Paid Holiday on Scheduled Day Off

Where a paid holiday falls on a scheduled day off, employees shall receive equivalent time off or pay in lieu at regular rates (i.e. the rate that would have been in effect for the shift). The time at which time off may be taken will be determined by mutual agreement between the employee and the supervisor.

32.04 Work on a Paid Holiday

Where an employee works on a paid holiday, or a day provided in lieu thereof, she/he will be provided an equivalent day off or pay in lieu as outlined in 32.03 above. In addition, all hours worked will be compensated for at overtime rates (two (2) times) based on the shift rate of pay in effect for the hours worked (see Differential Premiums, Article 26)

32.05 Additional Religious Holidays

Employees who wish to observe additional religious holidays will be given leave of absence without pay.

32.06 Employee Eligibility

(a) All full-time continuing employees.

(b) Part-time continuing employees that have worked fifteen (15) or more days during the thirty (30) calendar days preceding a general holiday will receive pay on a pro-rata basis according to the number of hours in a standard biweekly pay period.

(c) Temporary employees who have worked fifteen (15) or more days during the thirty (30) calendar days preceding a statutory holiday will receive pay on a pro-rata basis according to the number of hours worked in the standard biweekly pay period. Any temporary employee who works fifteen (15) full working days in the two (2) previous biweekly pay periods shall receive full pay for the statutory holiday.

ARTICLE 33 - OFFICIAL UNIVERSITY CLOSURE

Should the University, or an area of the University, be officially closed temporarily due to environmental conditions, utility disruptions, road conditions, acts of God, or other reasons beyond the control of the employees covered by this Agreement, employees shall receive salary maintenance during the closure. These closures shall not be considered a University holiday as in Article 32.

ARTICLE 34 - ANNUAL VACATIONS

34.01 Calendar Year

For the purpose of this Agreement, the calendar year shall mean the twelve (12) month period from January 1 to December 31, inclusive.

34.02 Vacation Schedule for the First Incomplete Year

Each employee shall receive during the first incomplete calendar year of service one and one-quarter (1¼) working days for each month worked prior to December 31 with the right to take days as they are accumulated. (Subject to 34.07 below.)

34.03 Vacation Schedule for Subsequent Years

Employees shall receive subsequent annual vacations with pay on the following basis:

(a) Three (3) weeks in the second, third, fourth and fifth calendar years of service;

(b) Four (4) weeks in the sixth, seventh and eighth calendar years of service;

(c) Five (5) weeks in the ninth and subsequent calendar years of service.

Vacation pay in each of the above cases shall be those rates which the employee would have received if she/he had worked.

For computation of vacation entitlement employees shall be deemed to be in their second calendar year on January 1, if they have had service immediately preceding that date.

Prorated Reductions: Where the employee is absent from work for more than twenty (20) working days in the calendar year (except on sick leave) the vacation entitlement will be prorated accordingly.

#### 34.04 Accumulation or 'Banking' of Vacations

Employees shall be entitled to bank up to a maximum of two-thirds (2/3) of their vacation but must take the banked vacation in the following year. Such banked vacation will receive pay at the rates the employee would normally have received had she/he worked that period in the year in which the banked vacation is taken. Employees may bank up to one hundred percent (100%) of their vacation with consent of their supervisor.

#### 34.05 Vacation Flexibility

Other than in the first incomplete calendar year, as of January 1, each employee shall have one full calendar year's vacation entitlement available to her/him to take within that calendar year. This time of vacation is to be determined by mutual agreement between the department and the individual employee.

#### 34.06 Vacation Schedule

The vacation schedule shall be posted no later than April 1 of each calendar year. The schedule may be changed thereafter at the request of the employee, if acceptable to the department concerned.

#### 34.07 Vacation Scheduling

Scheduling of vacation shall be on the basis of seniority where there is a conflict of scheduling between employees. Employees desiring to take holidays in broken periods shall be entitled to take their vacation subject to the requirements of their departments.

#### 34.08 Compensation for Holidays falling within Vacations

When a statutory or University holiday falls on or is observed during an employee's annual vacation, she/he shall be granted an additional day's vacation with full pay, for any such holiday so occurring, in addition to her/his vacation time.

#### 34.09 Vacation Pay on Retirement

On normal retirement at age sixty-five (65) each employee shall be entitled to the same vacation which she/he would have had if she/he had continued working to the end of the calendar year.

#### 34.10 Paycheques

Employees may, upon giving fifteen (15) calendar days prior notice, receive on the last working day preceding commencement of their vacation, any or all pay which would normally fall due during the period of their vacation.

#### 34.11 Utilization of Sick Leave During Vacation

Where an employee is eligible for sick leave while she/he is on vacation there shall be, on application, special arrangements made where illness or accident can be proven. The intent of this sub-section is to ensure that an employee will not lose vacation time due to some unforeseen misfortune.

#### 34.12 No Termination, Layoff or Loss of Seniority

No employee shall be terminated, laid off, or lose seniority while she/he is on vacation.

34.13 Employee Entitlement

(a) Continuing full-time employees as set out in this Article (34).

(b) Continuing part-time employees shall receive vacation entitlement on a pro rata basis according to the number of hours worked in a standard biweekly pay period.

(c) Temporary employees shall receive a six percent (6%) increment on their hourly or biweekly salary rate in lieu of vacation.

ARTICLE 35 - SICK LEAVE

35.01 Seniority

No Employee shall be terminated, laid-off or lose seniority because of illness or injury.

35.02 Entitlement

Entitlement to sick leave for each illness or injury shall be based on seniority as follows:

Less than three (3) months (includes probation)  
- one (1) week at one hundred percent (100%) salary.

Three (3) months but less than one (1) year  
- four (4) weeks at one hundred percent (100%),  
twelve (12) at seventy-five percent (75%), then  
ten (10) weeks at sixty percent (60%) of salary.

One (1) year but less than five (5) years  
- twelve (12) weeks at one hundred percent (100%),  
then four (4) weeks at seventy-five percent (75%),  
then ten (10) weeks at sixty percent (60%) of salary.

Five (5) years or more - twenty-six (26) weeks at  
one hundred percent (100%) of salary.

35.03 Casual Illness

Continuous absence due to illness or injury of three (3) working days or less will be called 'Casual Illness', and will not normally require a physician's certificate. However, where there appears to be excessive use of the Casual Illness provisions, medical certificates satisfactory to the University may be required. All Casual Illness will be recorded on biweekly Time and Absence Reports.

35.04 Extended Absence

Extended Absence is more than three (3) consecutive working days absence due to illness or injury. The University may require sick leave in excess of three (3) consecutive working days to be supported by a physician's certificate, satisfactory to the University.

35.05 Claim for Benefit

All Casual Illness or Sick Leave must be supported by a Claim for Casual Illness or Sick Leave Benefit form to be presented on return from the absence. Failure to submit a claim form (with adequate physician's statements as may be required in 34.03 and 34.04 above) will result in subsequent loss of pay for the absence until such documents are provided.

35.06 Notice of Absence

For any of the above sections to be operable, an employee who is unable to come to work because of illness or injury, must advise her/his supervisor, by telephone or otherwise, before half of the shift scheduled to be worked has been missed, except in extenuating circumstances.

35.07 Chronic Absence

In cases of repeated absences or persistent inability to perform duties because of chronic illness, the supervisor may:

(a) Require that the employee provide a physician's certificate.

(b) Recommend that the employee be relieved from duty and be required to take sick leave until she/he can produce satisfactory medical evidence that she/he is again fit for regular employment.

35.08 Medical Examinations and Certificates

(a) Should the University require an employee to submit to a medical examination as a condition of employment, the employee may have the examination done by her/his own doctor. The medical examination shall be at the University's expense and the employee shall receive a written copy of the doctor's report.

(b) The cost of medical examinations and physician certificates to support claims for pay under this Article are the responsibility of the employee.

35.09 Holidays During Sick Leave

When a statutory or University holiday falls within, or contiguous to a period of paid sick leave, the holiday shall not be assessed against the employee's sick leave.

35.10 Quarantine

Should an employee be placed under quarantine due to the illness of others, benefits shall be paid as sick leave.

35.11 Employee Eligibility

(a) All full-time continuing employees

(b) All part-time continuing employees on a pro rata basis according to the number of hours worked in a biweekly pay period.

(c) Full-time temporary employees who have worked fifteen (15) continuous working days.

35.12 Medical and Dental Appointments

(a) Employees are encouraged to arrange medical and dental appointments on their own time. Otherwise, employees may make arrangements with their supervisors for time off for such appointments with pay, providing make-up time arrangements have been made in advance. Wherever possible, such appointments should be arranged at the beginning or ending of a scheduled shift.

(b) Employee eligibility: provisions of this Article 35.12 apply to continuing and temporary employees.

ARTICLE 36 - MATERNITY LEAVE

36.01 B.C. Maternity Protection Act

All continuing, female employees shall be eligible for leave from work as provided by the B.C. Maternity Protection Act; up to eight (8) weeks before and at

least six (6) weeks following confinement, to a maximum of sixteen (16) weeks. Any pregnant employee may utilize vacation credits to provide partial income continuance during Maternity Leave.

36.02 U.I.C. Maternity Benefits

The University will assist employees in applying for benefits under the Maternities Provisions of the Unemployment Insurance Act.

36.03 Accrual of Seniority

Seniority will continue to accrue during Maternity Leave.

36.04 Additional Leave

Any additional time requested will be covered by the Article on Extended Leave.

36.05 Continuance of Employee Benefits

The employee shall, during the term of such leave, pay one hundred per cent (100%) of benefit premiums (Ref: Article 44).

36.06 Reimbursement Following Return to Work

Two (2) months after the employee's return to work the University shall reimburse in a lump sum:

(a) the University's portion of benefit premiums, and

(b) the difference between the U.I.C. Maternity benefits received and the employee's normal salary for the duration of the U.I.C. Maternity benefit period.

36.07 Maternity Leave for Continuing Part-Time Employees

Continuing part-time employees shall receive University maternity benefits on a pro rata basis according to the number of hours worked in the standard biweekly pay period.

ARTICLE 37 - DAY CARE

The Union shall have one (1) representative on the Advisory Committee on the Development of Day Care at Simon Fraser University.

An employee with a child or children in the S.F.U. Day Care Centre may be permitted time off from work with pay for her/his 'duty shift' in the Day Care Centre, with the understanding that the employee make arrangements, with her/his supervisor, to make up the time.

#### ARTICLE 38 - COMPASSIONATE LEAVE

##### 38.01 Definition

When death or serious illness strikes a close family member or close friend of an employee, up to five (5) days compassionate leave with pay may be granted at the discretion of the supervisor.

This leave shall not be unreasonably withheld.

##### 38.02 Employee Eligibility

(a) Full-time continuing employees

(b) Part-time continuing and temporary employees who shall receive pay on a pro-rata basis according to the number of hours worked in the biweekly pay period immediately preceding the compassionate leave.

#### ARTICLE 39 - ELECTIONS

Employees registered to vote in a federal, provincial, municipal or regional election, referendum, or plebiscite shall be provided sufficient time off, without loss of pay, to provide four (4) clear hours for the purpose of attending a polling centre before or following the employee's work period.

#### ARTICLE 40 - COURT DUTY

An employee required by subpoena to appear as a witness or to serve as a jury member in a court of law, shall receive salary maintenance for that time required to be in court. The employee shall turn over to the University, any money, other than expenses, paid to her/him by the Crown for those days the employee would normally have worked.

#### ARTICLE 41 - CHANGE OF DOMICILE

During the term of this Agreement, employees who are changing their place of residence shall be allowed leave, with pay, not exceeding one (1) day for the purpose of moving their household effects.

#### ARTICLE 42 - SENATE OR BOARD OF GOVERNORS APPOINTMENTS

Employees elected or appointed to positions on the Senate, Board of Governors, or any other such University body shall be provided with time off with pay for attending meetings, during scheduled working hours.

If Senate or Board of Governors' meetings go beyond ten o'clock (2200 hours), such elected or appointed employees will be given four (4) hours off, with pay, the following morning.

#### ARTICLE 43 - PERSONAL LEAVE WITHOUT PAY

Employees may make requests for personal leave without pay, and such requests shall not be unreasonably denied. Such requests should be made as far in advance as possible, however it is understood that in cases of personal emergency, advance notice may not be possible.

#### ARTICLE 44 - EXTENDED LEAVE WITHOUT PAY

##### 44.01 Applications and Procedures

(a) An employee may apply for a personal leave of absence without pay exceeding twenty (20) working days but generally not to exceed one (1) year in length; to be granted for, but not limited to, the following:

- (i) Public Office
- (ii) Educational Purposes
- (iii) Other personal reasons

(b) Applications shall be submitted to the supervisor giving twenty (20) working days notice. The supervisor will reply to such request within ten (10) working days. In cases of personal emergency, requirement of such notice may be waived. Such requests will be subject to the ability of the respective department to accommodate the leave of absence, but granting will not be unreasonably withheld.

(c) An employee taking advantage of a leave of absence



shall retain all rights and privileges of the contract, except as specified elsewhere in this Agreement.

(d) Upon return to work the employee shall be placed in her/his former position.

(e) A temporary employee hired to replace someone on extended leave will become a continuing employee in accordance with Article 2. Upon return of the person on extended leave, the replacement employee shall not be able to displace another employee with less seniority, but shall be placed on the laid-off list.

(f) A letter of agreement between the parties (University, Union, Employee) shall be signed covering details of the leave.

(g) Accrual of Seniority - Ref. Article 12.03.

(h) A letter of agreement signed for extended leave without pay (see 44.01(f) above) will be in effect until its expiry date.

44.02 Paid Holiday During Leave

Where a Holiday falls within a period of personal leave (i.e. leave of absence without pay), the employee shall receive pay for the Holiday provided the employee has earned wages for at least fifteen (15) days during the thirty (30) calendar days immediately preceding the Holiday.

44.03 Continuance of Employee Benefits

When an employee takes a leave of absence, she/he will make arrangements to pay one hundred per cent (100%) of the benefit costs.

44.04 Reimbursement Following Return to Work

An employee returning to work from a leave of absence not exceeding four (4) months in duration, shall be reimbursed for the University's portion of the benefit package.

ARTICLE 45 - PURCHASE AND MAINTENANCE OF FURNITURE AND EQUIPMENT

The University shall consult affected employees prior to the purchase of office equipment, furniture and/or

tools. The University shall keep all such equipment, furniture and tools in good working conditions.

ARTICLE 46 - SAFETY AND WORKING CONDITIONS

46.01 Workers' Compensation Board Standards

The University shall maintain safe working conditions for all employees as provided within the Workers' Compensation Board standards.

46.02 University Safety Committee

The Union shall have at least one (1) seat on the University Safety Committee

46.03 Other Related Committees

The Union shall have representation on other committees that concern any employee's safety and working conditions.

46.04 Unsafe Conditions

After notifying her/his immediate supervisor and the University Safety Officer, an employee may refuse, without loss of pay, to work under conditions she/he considers unsafe, until the University Safety Officer has checked the condition.

46.05 Joint Working Conditions Committee

The parties will form a joint committee with equal representation to review working conditions and to recommend changes to correct conditions found detrimental to the mental or physical health of an employee.

ARTICLE 47 - PROTECTIVE CLOTHING AND EQUIPMENT

47.01 Where Required

The University shall provide, at no cost, protective apparel and equipment where such is required by the Workers' Compensation Board or where the University

Safety Officer, the University Safety Committee, or Department of Health has determined them necessary for the personal safety of employees.

The University shall provide, at no cost, protective clothing in areas determined by the University or the Joint Working Conditions Committee to present hazards to the personal clothing of employees.

47.02 Repair or Replacement of Damaged Clothing

Where an employee's clothing is damaged or destroyed as the result of an activity required in the performance of that job; and it is determined that:

(a) the employee was wearing the provided protective apparel

(b) the employee was employing approved procedures and adhering to the necessary precautions considering the circumstances

(c) it is the first occasion of such an accident with the employee, or subsequent occasion of such an accident with the employee when conditions or procedures for the performance of the job were not altered by the University

(d) where an employee was not wearing safety apparel because none was available,

then the University shall bear the cost of repair or replacement of such clothing.

47.03 Specified Clothing to be Provided

When the University requires employees to wear specific clothing (i.e. uniforms, safety shoes, etc.) such will be provided at no cost to the employees.

ARTICLE 48 - TECHNOLOGICAL CHANGE

48.01 Purpose

The purpose of the following provisions is to preserve job security and stabilize employment and to protect employees from loss of employment.

48.02 Joint Technological Change Committee

All changes of technical, automated or procedural methods which result in the displacement of employees shall be referred to a Joint University/Union Committee for recommendation on changes and methods to accomplish changes, prior to any action being taken by the University.

48.03 Supply of Information

The University shall supply full and complete information to the Union concerning any changes in operation required to ensure the proper operation of this Article.

48.04 Definition

Any employee shall be considered displaced by technological change when her/his services are no longer required in the same capacity, as a result of change in the method of operation or equipment, intended to provide the same productivity with fewer employees required to operate the department in which she/he is employed.

This will not include positions discontinued due to decisions to reduce services. Such reductions shall come under Article 14, Layoff and Recall.

48.05 Changes not Technological

Changes over which the University has no control in the demands for services or programs, shall not be considered technological change.

48.06 Notice of Intent

The University will provide the Union with at least three (3) months notice of intention to introduce automation, equipment or procedures which might result in displacement or reduction of personnel or in changes of job classification.

48.07 Retraining and Assistance

Employees becoming redundant due to new equipment or procedures, shall be eligible for retraining to equip them for the operation of such new equipment or proce-

dure, or minimal retraining to qualify for transfer to another position. Such retraining will be provided by the University without cost and without loss of pay to the affected employee(s).

Where the above is not possible, the University will provide assistance to such employees in the determination of other prospective employers in the adjacent areas.

#### 48.08 Severance Pay and Layoff

I Employees displaced under the provisions of this Article shall receive thirteen (13) weeks notice or pay in lieu of notice, plus one (1) week's pay for each year's service up to twelve (12) weeks. Severance pay will be paid out in biweekly installments equivalent to the salary received prior to layoff.

After six (6) weeks following notice, an employee may terminate employment without loss of the above benefits for the purpose of upgrading skills to attain gainful employment.

Employees laid off due to conditions of this Article may elect to be subject to the conditions of Article 14, Layoff and Recall.

An employee who elects to come under the provisions of Article 14 shall be subject to the following conditions:

(a) Severance pay shall be payable for the period she/he is on the laid-off list up to the limit provided in Article 48.

(b) If the employee is recalled to the position vacated due to technological change, or accepts other University employment, severance pay, if still due, will cease on the last working day prior to the commencement of such employment with the University.

#### 48.09 Disputes Grievable

If any dispute arises out of a technological change, it will be settled by the Grievance Procedure of this Agreement.

#### ARTICLE 49 - ARTICLE HEADINGS

Headings shall be used for purposes of reference only, and may not be used as an aid in the interpretation of this Agreement.

#### ARTICLE 50 - OFF CAMPUS DUTY

##### 50.01 Travel Accident Insurance

The University shall provide, without cost to the employee, travel accident insurance covering accidental death and dismemberment for employees, while they are travelling off campus on University business.

The coverage provided in the principal sum of seventy-five thousand dollars (\$75,000) for accidental death and dismemberment indemnity (policy details available on request) is available for metropolitan Vancouver area, as well as outside the metropolitan Vancouver area (in the latter case, prior notification on travel details must be sent to the Bursar's Office). The University will provide a copy of the insurance policy to the Union.

The foregoing outline is in accordance with the provisions of the insurance contract but does not confer any contractual or other rights. All rights with respect to the benefits of an insured person will be governed solely by the policy.

##### 50.02 Travel Expenses

(a) Transportation Arrangements: Employees required to travel off campus in the course of their duties shall have transportation arranged for them

(i) by public carrier, using pre-paid tickets, vouchers or through reimbursement

(ii) through vehicle rental

(iii) through use of the employee's personal vehicle with reimbursement at the rate established for the University community.

(b) Equipment Allowance: When employees are required to carry over two hundred (200) pounds of equipment in a personal vehicle, an additional five cents (5¢) per mile will be paid.

(c) Business Insurance: Employees operating private vehicles on University business should obtain a business rating from their insurance agent. Increased premiums for such use are covered through the 'per mile' reimbursement.

Where an employee operates their private vehicle extensively on University business as defined in University Policy and Procedure, they will be reimbursed for the cost of business insurance in accordance with the Policy and Procedure.

An employee who operates their private vehicle on campus on University business shall be reimbursed in accordance with the Policy and Procedure covering campus use of employee operated private vehicles.

(d) Special Cargo Insurance: If private vehicles are required to be used to carry special cargo which requires the owner to obtain special insurance, the University will bear the additional cost of such insurance.

(e) Meals Paid: When an employee's off-campus duties extend over meal breaks, those meals shall be paid for by the University within reasonable limits. Consideration must be given to food costs where the employee is working.

(f) Accommodation Paid: When an employee's duties require her/him to stay over night from her/his regular domicile, the University shall reimburse the employee for costs incurred for accommodation.

Lodging shall be single room accommodation unless this is not available.

(g) Travel Expenses Equal: When an employee is required to travel on University business, she/he will receive the same travel expenses as other members of the University community.

(h) Travel Time: Travel time shall, where possible, be during regular working hours.

(i) Other Expenses: Reasonable expenses, other than those of a personal nature, shall be reimbursed by the University.

## ARTICLE 51 - BENEFIT PLANS

### 51.01 Medical Plans

(a) The University will maintain the Medical Service Plan and the Extended Health Benefits Plan for all eligible employees.

(b) The University will pay the required premium and deduct fifty (50) percent of that premium from the eligible employees' pay.

(c) Employees eligible:

(i) Full-time continuing employees

(ii) Part-time continuing employees

(d) Information on the provisions of these plans can be obtained from the Bursar's Office.

### 51.02 Dental Plan

(a) The University shall maintain a Dental Care Plan for all eligible employees. The operation of the plan shall be governed solely by the master agreement between the University and the dental plan carrier. The University shall include representatives appointed by the Union on any information sessions or discussions which may lead to changes, other than premium changes, in the plan.

(b) The University will pay the required premiums and deduct fifty (50) percent of that premium from the eligible employees' pay.

(c) Employees eligible:

(i) Full-time continuing employees

(ii) Part-time continuing employees who work no less than twenty (20) hours per week

(iii) Full and part-time continuing employees may only apply for coverage after three (3) months continuous employment, and such application must be received before the end of the fifth month of continuous employment.

### 51.03 Insurance Plans

(a) The University shall maintain Long Term Disability

Insurance and Group Life Insurance for all eligible employees.

(b) The University shall pay the required premium for the Long Term Disability Insurance Plan and for the basic coverage of the Group Life Insurance plan. Eligible employees may elect to contribute to additional benefits under the Group Life Insurance plan as provided for in the plan. The operation of these plans shall be governed solely by the master agreement between the University and the plan carriers. The University shall include representatives appointed by the Union on any information sessions or discussions which may lead to changes, other than premium changes, in the plans.

(c) Employees eligible:

Full-time continuing employees.

#### 51.04 Pension Plans

(a) Canada Pension: Provisions, payment of premiums, payroll deductions, and eligibility shall be as provided by the Government of Canada Regulations.

(b) University Pension Plan:

(i) The Simon Fraser University Pension Plan for Professional, Administrative, and Support Staff shall be maintained for all eligible employees.

(ii) The contributions to the basic plan shall be paid by the University for all eligible employees.

(iii) Eligible employees may elect to contribute to other benefits provided by the plan as provided for in the plan.

(iv) The operation of this plan is governed solely by the master agreement between the University and the pension plan trustees.

(v) Employees eligible: Full-time continuing employees.

#### 51.05 Workers' Compensation

(a) Employee eligibility and premiums are as provided

for in Government of British Columbia Regulations covering Workers' Compensation.

(b) For employees on Wage Loss Compensation, the University shall make up the difference between the Workers' Compensation Board Wage Loss Compensation payment and the employee's salary. The employee shall produce proof of receipt of payment of Wage Loss Compensation, and the University shall pay the remainder direct to the employee. This Article 51.05(b) applies to full-time continuing employees only.

#### 51.06 Unemployment Insurance

Employee eligibility, payment of premiums, and payroll deductions will be as provided for in the Government of Canada regulations governing Unemployment Insurance.

### ARTICLE 52 - PAYMENT OF WAGES AND WAGE RATES

#### 52.01 Salary Schedules

The salary schedules set forth in Appendix A shall prevail during the term of this Agreement.

#### 52.02 Hourly Rates

Hourly rates may be computed as the biweekly rate divided by seventy (70).

### ARTICLE 53 - TERMS OF THE AGREEMENT

#### 53.01 Effective Dates and Duration of Agreement

The terms of this Agreement shall be binding and will remain in effect from the date of signing to March 31, 1978.

Wage provisions are effective in accordance with the salary schedules in Appendix A.

Vacation entitlement provisions are effective from January 1, 1975.

53.02 Changes During Duration of Agreement

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

53.03 Amendment of Agreement

Notice to amend the Agreement following its expiry date shall be given in writing by either party to the other party, at any time within four (4) months prior to the expiry date. Failing agreement to amend by March 31, 1978 this Agreement will continue in force until a new agreement is reached.

APPENDIX A

SALARY GRADES AND CLASSIFICATIONS

Grade 0	Utility Clerk
1	General Clerk
2	Clerk 1 Clerk Typist 1 Typist 1 Library Assistant 1 Technical Assistant
3	Cashier Clerk 2 Clerk Steno 1 Clerk Typist 2 Typist 2
4	Duplicating Equipment Operator (Trainee) Library Assistant 2 Switchboard Operator Technician 1 Typist 3 Word Processing Operator 1
5	Chief Switchboard Operator Clerk 3 Clerk Steno 2 Clerk Typist 3 Data Conversion Operator 1 Secretary 1 Word Processing Operator 2
6	Clerk 4 Computer Operator (Trainee) Control Clerk Data Conversion Operator 2 Duplicating Equipment Operator 2 Library Assistant 3 Secretary 2 Technician 2
7	Clerk 5 Data Conversion Operator 3 Duplicating Equipment Operator 3 Information Specialist 1 Library Assistant 4 Stores Clerk Program Assistant 1

- 8 Buyer (Trainee)  
Budget Assistant  
Computer Operator 1  
Departmental Resource Specialist  
Information Specialist 2  
Maintenance Scheduler  
Nurse 1  
Production Assistant  
Program Assistant 2  
Programmer 1  
Records & Budget Assistant  
Secretary 3  
Technician 3
- 9 Admissions Assistant  
Buyer  
Financial Aid Assistant  
Library Assistant 5  
New Service Assistant  
Nurse 2  
Programmer 2  
Program Assistant 3  
Technician 4
- 10 Building Technologist  
Computer Operator 2  
Programmer Analyst 1  
Technician 5  
Treasury Assistant
- 11 Programmer Analyst 2  
Project Planner  
Senior Building Technologist  
Senior Glassblower
- 12 Computer Operator 3  
Programmer Analyst 3

These position titles are intended as a guideline only and do not constitute an exhaustive list of all positions within the AUCE Local 1 bargaining unit.

EFFECTIVE NOVEMBER 22, 1976

SALARY GRADE	RATE	START	6 MOS.	12 MOS.	18 MOS.	24 MOS.	30 MOS.	36 MOS.	42 MOS.	48 MOS.
2	Biweekly	406.97	411.03	415.08	419.14	423.20	426.39	429.57	432.76	435.95
3	Biweekly	415.66	422.04	428.42	434.78	441.16	447.54	453.92	460.29	466.66
4	Biweekly	430.15	438.27	446.38	454.49	462.60	470.43	478.25	486.08	493.90
5	Biweekly	455.06	464.34	473.62	482.88	492.16	500.12	508.09	516.05	524.01
6	Biweekly	479.41	490.42	501.43	512.42	523.43	533.43	543.42	553.42	563.41
7	Biweekly	513.59	525.17	536.77	548.35	559.94	571.97	583.99	596.02	608.05
8	Biweekly	548.35	561.68	575.59	588.91	602.83	616.44	630.06	643.66	657.27
9	Biweekly	584.86	603.40	621.36	639.91	657.85	676.11	694.36	712.61	730.86
10	Biweekly	624.84	643.96	663.07	682.20	701.90	721.02	740.15	759.28	778.39
11	Biweekly	661.15	680.70	700.25	719.81	739.36	758.91	778.46	798.03	817.60
12	Biweekly	707.32	728.27	749.22	770.18	791.13	812.08	833.03	854.00	874.97

APPENDIX A-2

EFFECTIVE DECEMBER 31, 1976

SALARY GRADE	RATE	AMOUNT
0	Hourly	4.00
1	Hourly	4.94

NOTE: The rates schedule for Grades 2-12 remains unchanged as per Appendix A-1.

-67-

EFFECTIVE NOVEMBER 22, 1977

SALARY GRADE	RATE	START	6 MOS.	12 MOS.	18 MOS.	24 MOS.	30 MOS.	36 MOS.	42 MOS.	48 MOS.
0	Hourly	4.44	-	-	-	-	-	-	-	-
1	Hourly	5.24	-	-	-	-	-	-	-	-
2	Biweekly	427.67	431.73	435.78	439.84	443.90	447.09	450.27	453.46	456.65
3	Biweekly	436.36	442.74	449.12	455.48	461.86	468.24	474.62	480.99	487.36
4	Biweekly	450.85	458.97	467.08	475.19	483.30	491.13	498.95	506.78	514.60
5	Biweekly	475.76	485.04	494.32	503.58	512.86	520.82	528.79	536.75	544.71
6	Biweekly	500.11	511.12	522.13	533.12	544.13	554.13	564.12	574.12	584.11
7	Biweekly	534.29	545.87	557.47	569.05	580.64	592.67	604.69	616.72	628.75
8	Biweekly	569.05	582.38	596.29	609.61	623.53	637.14	650.76	664.36	677.97
9	Biweekly	605.56	624.10	642.06	660.61	678.55	696.81	715.06	733.31	751.56
10	Biweekly	645.54	664.66	683.77	702.90	722.60	741.72	760.85	779.98	799.09
11	Biweekly	681.85	701.40	720.95	740.51	760.06	779.61	799.16	818.73	838.30
12	Biweekly	728.02	748.97	769.92	790.88	811.83	832.78	853.73	874.70	895.67

-68-



APPENDIX B

GRIEVANCE FORM to be added

APPENDIX C

Letter of Understanding  
re List of Arbitrators

to be added

LETTER OF AGREEMENT

BETWEEN SIMON FRASER UNIVERSITY AND THE ASSOCIATION OF  
UNIVERSITY & COLLEGE EMPLOYEES LOCAL 2  
REGARDING RETROACTIVE SALARY ADJUSTMENTS

The University and the Union agree that with the exception of the conditions contained in this Letter of Agreement, the terms and provisions of the Articles of Agreement between the parties shall be effective from the date of the signing of those Articles of Agreement.

There shall be retroactive payment of wages according to the effective dates in Appendix A as follows:

1. All Continuing Employees who were employed as of August 30, 1977 shall be paid retroactively to November 22, 1976; or if they became a Continuing Employee after November 22, 1976, they shall be paid retroactively to the date of becoming a Continuing Employee. Continuing Employees who previously were employed as Full-time Temporary Employees and where there has been no break in service between such periods of employment, shall receive retroactive payment to the beginning of the continuous temporary service or to November 22, 1976, whichever is the lesser period. Continuing Employees who have commenced an approved Leave of Absence subsequent to November 22, 1976 shall be paid retroactively from November 22, 1976 to the commencement of their Leave of Absence.
2. All Temporary Employees who were employed as of August 30, 1977 shall be paid retroactively to the beginning of appointment to their current position.
3. All Continuing Employees and all Full-time Temporary Employees who terminated or resigned subsequent to November 21, 1976 shall be eligible for retroactive pay for all time worked subsequent to November 22, 1976 on the condition that these employees apply in writing to the Director of Personnel Services prior to November 21, 1977. Upon receipt of such applications, appropriate retroactive payments will be made, based on employment records in the Payroll Office. It will be the responsibility of the Union to advise its membership of this provision.
4. Employees in salary grades 11 and 12 shall be paid at the rate for their appropriate service step, based on their classification service date, effective November 22, 1976.

/continued

5. Anti-Inflation Board Approval

The parties agree that the wage rates agreed to herein are subject to A.I.B. approval and any rates above the maximum allowable under the guidelines will not be paid until such approval is given by the A.I.B. Should the A.I.B. not approve the agreed-upon rates then this shall not constitute a reopening of the whole collective agreement; but the parties shall meet to agree on the allocation of funds within the A.I.B. approved limit. Any sum allowed above the maximum guideline figure will be paid on a retroactive basis from the time agreed upon to the time of publication of any A.I.B. award, should such award follow the scheduled implementation date of such rate changes.

FOR THE UNIVERSITY:

"M. E. Jans"

"T. J. Hunter"

September 7, 1977

FOR THE UNION:

"Percilla Groves

subject to membership  
ratification"

IN WITNESS WHEREOF the Party of the First Part  
has hereunto affixed its seal in the presence of  
its Officers duly authorized therefore, and the  
Party of the Second Part has hereunto affixed its  
signatures by its Officers duly authorized therefore.

DATED AT \_\_\_\_\_, British Columbia,  
this \_\_\_\_\_ day of \_\_\_\_\_, 1977.

PARTY OF THE FIRST PART:

\_\_\_\_\_  
D.R. Parkinson  
Chairman, Board of Governors

\_\_\_\_\_  
D.H.M. Ross  
Bursar

\_\_\_\_\_  
B.M. Young  
Director of Personnel

PARTY OF THE SECOND PART:

Ida Curtis, President, A.U.C.E. Local 2

Ada Ho, Vice-President

Emily Sheldon, Secretary

Marg Kubalak, Treasurer

Cathy Pike, Trustee

