COLLECTIVE AGREEMENT

BETWEEN

THE UNIVERSITY OF BRITISH COLUMBIA

AND THE

ASSOCIATION OF UNIVERSITY & COLLEGE EMPLOYEES, LOCAL 1 (U.B.C.)

April 1, 1979 – March 31, 1980

Covering Clerical and Library Workers at U.B.C.

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YOUR UNION CONTRACT

This is the collective agreement between Local 1 of the Association of University and College Employees (AUCE) and the University of British Columbia. It establishes wages and working conditions for clerical and library employees of UBC who are covered by AUCE's certification.

This booklet outlines the rights and benefits that you are entitled to under the contract. Read it carefully - observe it and enforce it.

If you have any questions or problems concerning the contract or its interpretation, contact your steward or the AUCE office. The Union Office is located at 2162 Western Parkway in the Village (above the Earth Harvest Health Food Store), phone 224-2308.

TABLE OF CONTENTS

Article		Page
1	General Purpose	1
2	Recognition	1
3	Definition of Employees	1
	3.01 Employee	1
	3.02 Continuing Employee	1
	3.03 Sessional Employee	1
	3.04 Temporary Employee	2
	3.05 Full-Time and Part-Time Employee	2
	3.06 Student Assistant	2
	3.07 Retirement	2
4	Probationary Employee	3
5	Union Security	3
6	Check-Off	4
7	Union Activity	5
8	Stewards	6
9	No Discrimination	7
10	Union Meetings	7
11	Management Rights	7
12	(deleted)	
13	General	7
	13.01 Official University Closure	7
	13.02 Employees' Libary Card	8
	13.03 Military Leave	8
	13.04 Campus Patrol Escort	8
	13.05 Room Bookings	8
	13.06 Community Facilities	8
	13.07 Campus Mail	8
	13.08 Taxi Vouchers	8
	13.09 Staff Rooms and Facilities	9
	13.10 Citizenship Leave	9
	13.11 Vehicle Policy	9
14	(deleted)	
15	The Union Label	9
16	Court Duty	9
17	Picket Lines	10
18	Bulletin Boards	10
19	Technological, Automation and Other Changes	10
20	Policy re: Courses (Skill-Upgrading)	12
21	Personal Study Benefit	12
22	Promotion, Transfer, Job Postings and Selection	13
	22.01 Job Postings	13
	22.02 Right to Apply	13
	22.03 Hiring Policy	13
	22.04 Promotion	14
	22.05 Transfer	14
	22.06 Reduction in Classification	14
	22.07 Temporary Promotion	14
	22.08 Orientation Period for Transfer and Promotion	15
	22.09 Transfer Outside the Bargaining Unit	15
23	Employee Files	15
24	Working Conditions	15

Article		Page
25	Permanent Library Card	17
26	Statutory Holidays	17
27	Vacations	19
28	Hours of Work	21
	28.01 Terms	21
	28.02 Work Day and Work Week	21
	28.03 Meal Periods and Relief Periods	22
	28.04 Split Shifts	22
	28.05 Shift Work	22
29	Overtime	23
30	Benefits	25
	30.01 Leave of Absence Without Pay	25
	30.02 Compassionate Leave	25
	30.03 Pension Plan	26
	30.04 Daycare	26
	30.05 Medical and Dental Plan	26
	30.06 Sick Leave	26
	30.07 Maternity Leave	28
	30.08 Continuing Part-Time Employee Benefits	28
	30.09 Temporary Employee Benefits	29
31	Job Description, Job Evaluation and Reclassification	30
32	Seniority	31
33	Discharge, Suspension, Disciplinary Action and Resignation	32
34	Layoff, Recall and Involuntary Transfer	34
35	Adjustment of Complaints	38
36	Wages	41
37	Duration of Contract	43

Letters of Agreement

Armouries Staff Room	44
Reduction in Classification	44
Shift Differential	45
Notice (34.07 (a))	46

THIS AGREEMENT made and entered into by and

BETWEEN:

THE UNIVERSITY OF BRITISH COLUMBIA
(Hereinafter referred to as the University)

AND

THE ASSOCIATION OF UNIVERSITY AND COLLEGE EMPLOYEES,
LOCAL 1 (U.B.C.)
(Hereinafter referred to as the Union)

ARTICLE 1 - GENERAL PURPOSE

1.01

The purpose of this agreement is to set forth and establish the terms and conditions of employment so that efficient operations and harmonious relationships may be maintained between the University and the employees to the benefit to both parties and the community they serve.

No employee shall be required or permitted to make written or verbal agreement with the University or its representatives which may conflict with the terms of this agreement.

ARTICLE 2 - RECOGNITION

2.01

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

ARTICLE 3 - DEFINITION OF EMPLOYEE

3.01 Employee

An employee shall mean any person employed by the University who is covered by the certification granted the Union by the Labour Relations Board of British Columbia on April 11, 1974 and varied on May 21, 1974.

The University hires employees in the following categories: continuing, sessional or temporary on either a full-time or part-time basis.

3.02 Continuing Employee

A continuing employee shall mean an employee who is hired to fill a position of more than three (3) months duration or as provided in Article 3.04.

Such employees may be hired to work either full-time or part-time. Continuing full-time employees shall be paid by the month; part-time employees may be paid either by the month or the hour.

3.03 Sessional Employee

A sessional employee shall mean an employee who is hired to fill a recurring position which approximately coincides with the University Winter Session or the University Inter/Summer Session. In the case of the Winter Session, a sessional position shall not begin later than September 30th nor end earlier than April 1st.

Such employees may be hired to work either full-time or part-time. Such employees shall be paid by the month or the hour.

Sessional employees shall be entitled to all the rights accorded continuing employees, except where otherwise specified.

3.04 Temporary Employee

(a) A temporary employee shall mean an employee who is hired to fill a short-term, non-recurring position of less than three (3) months duration.

(b) Such employees shall, at date of hire, be assigned a termination date under the conditions of Article 34:03.

(c) Such employees may work either full-time or part-time and shall be paid by the hour.

(d) Upon completion of three (3) calendar months or sixty-six (66) days of accumulated service, the employee shall become a continuing employee as defined in Article 3:02.

3.05 Full-Time and Part-Time Employees

(a) Full-Time Employee - A full-time employee shall mean any employee who normally works a regular work week of thirty-five (35) hours per week or seventy (70) hours per two week period as defined in Article 28 (Hours of Work).

(b) Part-Time Employee - A part-time employee shall mean any employee who normally works less than thirty-five (35) hours per week or seventy (70) hours per two consecutive weeks, as defined in Article 28 (Hours of Work).

3.06 Student Assistant

The term "student assistant" shall mean any full-time student who is enrolled at the University and works no more than ten (10) scheduled hours in any one week.

Such student assistants may work more than ten (10) hours in any one week if they replace other student assistants who are unable to report for their scheduled hours. The term "replacement" shall not apply to terminations or severances.

Such student assistants are outside the certification.

A student who is hired to regularly work more than ten (10) scheduled hours per week shall be considered an employee as defined in Article 3.01.

Student assistants performing duties normally done by employees bound by this agreement shall be paid at the base hourly rate as outlined in this agreement.

3.07 Retirement

Employees shall normally retire on the last working day of the month in which their sixty-fifth (65th) birthday occurs, however, retirement shall be optional at any time after the fifty-fifth (55th) birthday.

All employees, upon retirement from the University:

(a) shall receive a lifetime University Library card, renewable yearly;

(b) shall be entitled to the same vacation which she/he would have had if she/he continued working to the end of the calendar year;

(c) shall be entitled to the use of University facilities as per Article 13.06.

Providing there is mutual agreement between the employee and the University, employees may continue in their position with the University after the age of sixty-five (65) subject to annual review with a test of competence which would indicate sufficient ability to perform the job satisfactorily, and shall continue to receive all the rights and privileges provided for in this agreement.

ARTICLE 4 - PROBATIONARY EMPLOYEE

4.01 Probationary Employee

A probationary employee shall mean a new employee serving a trial period to determine suitability. This probationary period shall be three (3) calendar months or sixty-six (66) days of accumulated service.

4.02 Rights

The probationary employee shall be entitled to all the rights and privileges of this agreement except where specifically stated otherwise.

ARTICLE 5 - UNION SECURITY

5.01 Union Shop

All employees covered by the certification who were members of the Union as of October 1, 1974, will continue as members of the Union.

All employees covered by the certification and employed by the University prior to October 1, 1974, but who were not members of the Union at that time will not be required to join the Union.

All employees covered by the certification shall be required to pay fees and assessments to the Union.

5.02 New Employees

As a condition of employment, new employees shall become Union members within thirty (30) calendar days of their date of hire.

5.03 Notification by the University

The University agrees to notify the Union in writing within five (5) working days when an employee has been hired, promoted, transferred, recalled or resigns. In the case of layoff or involuntary transfer, Article 34.07 (a) shall take precedence. In the case of suspension or discharge, the University will notify the Union as outlined in Article 33.02 (Suspension) and 33.03 (Discharge).

5.04 Reductions in the Workforce

An employee's workload will not be increased beyond a normal workload expected of an employee in a regular work day as a result of layoff, attrition, suspension, discharge, resignation, vacations, leaves or changes in the University's procedures or methods of operation.

5:05 Contracting Out

It is agreed between the University and the Union:

(a) that the University shall not contract out services or work where the University has employees that normally provide the work or services;

(b) it is further agreed that the University may contract out work on services in situations when:

(i) the University does not have the equipment necessary to provide the required work;

(ii) the University does not have employees who regularly perform such work or are skilled in such work and where such jobs will not be required on a continuing basis in the future.

(c) It is further agreed that the University may contract out work in emergency situations.

(d) No employee shall be laid-off, suffer a reduction in classification, or have recall withheld because of contracting out.

(e) In all work contracted out, all sub-contractors of the University shall provide wages and conditions of employment which are at least equal to the terms of this agreement.

5.06 Bargaining Unit Work

Persons not employed within the bargaining unit shall not do the work of employees within the bargaining unit except when mutually agreed between the University and the Union. It is recognized, however, that both bargaining unit and non-bargain-in unit employees may perform the same tasks in meeting their respective responsibilities.

ARTICLE 6 - CHECK-OFF

6.01 Authorization

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

6.02 Deduction of Dues

The University shall begin the deduction of monthly Union dues and assessments on the first appropriate pay day following date of hire.

6:03 Collection of Dues

Before the fifth (5th) working day, following the final pay day for the previous month, the University will forward the collected dues by cheque to the Treasurer of the Union, together with a detailed list of names of all employees in the bargaining unit and their social insurance numbers, departments and amounts deducted with explanation.

6.04 Notification

The Union agrees that they will advise the University of all present assessments and dues required by the Union, and of any changes which may arise from time to time in connection with such dues and assessments.

ARTICLE 7 - UNION ACTIVITY

7.01 Contacting at Work

The elected full-time organizers and stewards of the Union shall have the right to contact employees at work on matters respecting this collective agreement and its administration. The Union agrees that there will be no undue disruption of work.

7.02 Full-Time Leave of Absence

A leave of absence without pay of up to one (1) year will be granted to any employee who has been elected or selected to a full-time office or position in the Union or the Union's Provincial Association. Any employee so elected or selected must give one (1) month's notice to the University. Further leave may be granted by mutual consent. Seniority shall accumulate during such employee's leave of absence of up to one (1) year but no longer. The employee shall also be allowed to continue with all the University's Benefit Plans and the employee shall pay the full premium of these plans. Upon return to work, the employee shall be placed in her/his former position provided leave has not exceeded one (1) year.

7.03 Short Term Leave of Absence

The University agrees to grant representatives of the Union leave of absence without pay for Union functions on the following basis:

(a) After thirty (30) days notice in the case of steward seminars at which thirty (30) employees or more are to attend during their regular working hours.

(b) After five (5) days notice in the case of emergency situations. It is understood that emergency situations may arise in which the Union would be unable to give a full five (5) days notice. A request for leave to begin after less than five (5) full days notice will only be denied if the granting thereof would, due solely to the shortness of notice result in undue disruption of the department concerned.

(c) After ten (10) days notice in all other cases.

(d) If, as a direct result of the granting of leave under (b) above, shift

changes are required, the Union shall assume the premium pay costs required by Article 28.05 (c) (v).

The University agrees that, whenever possible, shift changes resulting from the granting of such leave shall be avoided.

7.04 One Hour Explanation

The University agrees that up to two (2) Union representatives shall be allowed one (1) hour to meet and discuss the function of the Union with all new employees. This meeting shall normally take place in conjunction with the induction process at Employee Relations, and shall be during working hours. Both the Union representative(s) and the employees shall have time off work with pay to attend the meeting.

In no case shall a new employee work longer than one (1) week before attending one (1) of the meetings.

7.05 Pay for Union Negotiators

The University shall grant leave of absence with pay for hours regularly worked for four (4) union members who are employees of the University and who are appointed by the Union for the purpose of negotiating the collective agreement between the University and the Union. The Union shall pay for in excess of four (4) negotiators at any one bargaining session.

ARTICLE 8 - STEWARDS

8.01 Recognition

The University recognizes the stewards elected by the Union and shall not discriminate against such stewards for carrying out duties proper to that position.

8.02 Meeting the University

When the University wishes to discuss dissatisfaction with the work of an employee which may lead to disciplinary action, the employee shall be accompanied by a steward.

When an employee wishes to initiate discussion with the University regarding a potential grievance, the employee shall be accompanied by a steward.

8.03 No Loss of Pay

Stewards shall have the right to investigate and process grievances and to perform other duties proper to their position during regular working hours, without loss of pay. It is further agreed that there will be no undue disruption of work, and the steward shall not leave work during regular working hours without obtaining permission from her/his supervisor. Permission shall not be unreasonably withheld.

8.04 Notification by the Union

The Union shall regularly notify the University, in writing, of the names of its Local Executive, Chief Steward, Stewards and Grievance Committee.

ARTICLE 9 - NO DISCRIMINATION

9.01 Human Rights

The University and the Union agree that there will be no discrimination against an employee by reason of age, race, creed, colour, national origin, political or religious affiliation, sex or sexual orientation, marital status, or whether she/he has children, in particular, that there shall be no such discrimination in terms of hiring, promotion, wages, discipline or dismissal.

The Parties further agree to abide by the Human Rights Code, its spirit and intent, as it specifically relates to employees with medical/physical handicaps.

9.02 Personal Rights

The University and its representatives agree that the rules, regulations and requirements shall be limited to matters pertaining to the work required of each employee. Employees will not be required to do any work of a personal nature for the employer or representatives of the employer. The employees agree that they will not act in any way which would interfere with the normal work requirements.

9.03 Trade Union Activity

The University will not discriminate against any employee because of union membership or union activity or for the exercise of rights provided for in this agreement.

ARTICLE 10 - UNION MEETINGS

10.01

The University agrees to allow nine (9) two-hour lunch meetings (12:30 to 2:30) in each twelve (12) month period of the Collective Agreement. The Union may arrange when meetings are to be held provided at least ten (10) days advance notice is given.

ARTICLE 11 - MANAGEMENT RIGHTS

11.01

The management and direction of the working force is vested exclusively in the University subject to the terms of this agreement.

ARTICLE 13 - GENERAL

13.01 Official University Closure

Should the University, or an area of the University, be officially closed temporarily due to environmental conditions, utility disruptions, road conditions, or other reasons beyond the control of the employees covered by this

Agreement, employees shall receive their regular salary during the closure. (These closures shall not be considered a Special Holiday as in Article 26).

In the case of an area of the University being closed, and where alternate work is available in another area or department of the University, it is understood and agreed that the employee shall be informed if she/he is to be temporarily reassigned to that area or department (subject to Article 22.09 - Transfer Outside the Bargaining Unit).

13.02 Employees' Library Card

Employees shall be entitled to a free, personal Library Card, renewable yearly, for the duration of their employment with the University.

13.03 Military Leave

Employees required to attend Military training courses shall be granted one-half (1/2) the time as a paid leave of absence, the other half to be deducted from their holidays.

13.04 Campus Patrol Escort

After regular working hours (after dark) employees upon request shall be escorted by Campus Patrol from their place of work to a convenient bus stop, where the Patrol will wait with them until their bus arrives, or some other mutually satisfactory arrangement. It is understood that the University Patrol establishment will not be increased due to this clause nor may the patrol be able to respond immediately to all requests.

13.05 Room Bookings

The University shall permit the Union to book University rooms through Space & A/V Services for business meetings of the Union.

13.06 Community Facilities

Employees and retired employees shall be allowed the use of University facilities such as the swimming pool, tennis courts, bowling alley, etc., during hours scheduled for such purposes or public hours at the same rates as apply to Faculty or for free as required by the University.

13.07 Campus Mail

The University agrees to permit the Union the use of campus mail facilities, in order that all members be kept well-informed of Union Meetings and business pertaining to the Union. All postage, however, for out-going mail, must be supplied by the Union.

13.08 Taxi Vouchers

Employees will normally be responsible for providing their own transportation to and from the University.

Whereas women employees may find difficulties in transportation at night, it is agreed that taxi vouchers will be provided, on the individual's request, to women employees required to work after 11:00 p.m. or before 6:00 a.m.

It is further agreed that if special circumstances arise where a male employee has a problem with his normal means of transportation occurring after the time that public transportation is available, the employee may request a taxi voucher from the Department Head or her/his designate who will determine the appropriateness of the request.

13.09 Staff Rooms and Facilities

The University and the Union agree that existing staff rooms and facilities will continue to be maintained at the present level of service for the term of this agreement.

If existing staff rooms and facilities are required for other purposes because of space requirements, comparable facilities will be made available before such existing staff rooms or facilities are used for other purposes.

The University will ensure that the need for staff facilities will be considered in the design of new buildings and additions.

13.10 Citizenship Leave

An employee shall be allowed the necessary time off with pay to process her/his Canadian Citizenship application.

13.11 Vehicle Policy

The University shall not require an employee to own or use her/his own vehicle as a condition of employment.

ARTICLE 15 - THE UNION LABEL

15.01

Employees will be permitted to use the Union Label and to wear Union pins, badges and stickers.

ARTICLE 16 - COURT DUTY

16.01

(a) An employee who is called for Jury Duty or as a subpoenaed witness shall continue to receive her/his regular pay for the days on which she/he would otherwise have worked. In the event the employee receives any monies from the Crown for such service, she/he shall retain such portion as covers her/his expenses, and shall turn the remainder over to the University with an accounting of amounts receive together with proof of service.

(b) When an employee is to appear as either plaintiff or defendant in a civil suit, she/he shall be granted leave of absence without pay for such purpose under the conditions of Article 30.01 (c), (d) and (e).

(c) When an employee is charged with an offense and is required to attend a hearing or is held in custody pending hearing of charges, the employee shall be allowed leave of absence without pay under the conditions of Article 30.01 (c), (d) and (e) to attend such hearing or pending results of hearing of charges. If the employee is found to be guilty of the charge, the University will consider the nature of the offense in determining whether the individual shall continue on leave of absence, return to work or be discharged.

ARTICLE 17 - PICKET LINES

17.01

The University and the Union agree that in the event of a strike by members of another union employed by the University or outside employers, employees covered by the Certification of A.U.C.E., Local 1 shall not be discriminated against nor be subject to dismissal for refusing to cross an established picket line, provided that:

(a) the strike is the result of a labour dispute;

(b) having been duly authorized by the membership, the Union Executive will inform the University, in writing, as soon as possible that they regard the picket line which has been set up as a bona fide picket line;

(c) adequate arrangements for essential services in the hospitals are established.

The University agrees that it shall not request, require, or direct employees covered by the collective agreement to perform work resulting from strikes that would normally have been carried out by those employees on strike.

ARTICLE 18 - BULLETIN BOARDS

18.01

The University agrees, on request of the Union, to provide bulletin boards in a permanent and prominent location acceptable to the Union. The bulletin boards shall be used by the Union to convey information to its members. The cost and installation shall be borne one half by the University and one half by the Union.

ARTICLE 19 - TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES

19.01 Purpose

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

19.02 Definition

An employee shall be considered displaced by technological change when her/his services become redundant or are no longer required in the same capacity, as a result of change in University procedures or equipment, or a change in process or method of operation which may diminish the total number of employees

required to operate the department concerned.

19.03 Changes--Not Technological

Changes in the demands for services or programmes over which the University has no control and which lead to the displacement of employees, shall not be considered technological changes, but shall be subject to Article 34 (Layoff, Recall and Involuntary Transfer).

19.04 Notice of Intent

Before such changes (as outlined in Article 19.02) can come into effect, the University shall provide the Union with at least three (3) months notice of intent to introduce automation, equipment or procedures which might result in displacement of or reduction in employees, or in changes in employees' job classification.

19.05 Retraining

(a) Employees who have become redundant, or who have received notice of layoff, due to technological change, shall be eligible for retraining to equip them for the operation of such new equipment and procedures.

(b) An employee may choose not to accept such retraining, in which case the involuntary transfer/layoff procedure shall be followed.

(c) (i) An employee who has received notice of layoff because of technological change shall, upon request, be placed in any coincidentally vacant position in the same pay grade provided that she/he has the qualifications and skills to meet the requirements of the position after a three (3) month on-the-job training period.

(ii) In the event the employee cannot qualify for such a position, or if such a position is temporarily unavailable, upon request, she/he shall be placed in a coincidentally vacant position in the next lower pay grade provided that she/he has the qualifications and skills to meet the requirements of the position after a three (3) month on-the-job training period.

(iii) An employee who has been placed in a vacant position in a lower pay grade in accordance with Article 19.05 (c) (ii) shall be eligible for retraining, both on and off the job, in order to acquire the skills necessary for eventual return to positions in the original pay grade, provided that such retraining shall only take place when the employee's original job classification has been, or is being, totally discontinued at the University. The form of this retraining shall be agreed upon between the Union and the University, and the cost borne by the University.

(iv) Where an employee can meet the qualifications and requirements of a position in her/his original pay grade, she/he shall have the right of automatic return to any vacant position in the original pay grade, provided that there is no employee on the recall list with more seniority who is eligible for recall to a position of that classification.

(d) Notwithstanding the operation of Article 19.05 (c), the employee shall remain on the recall list for her/his original classification for one (1) year, (provided that the classification has not been discontinued at the University).

19:06 Notice of Layoff or Involuntary Transfer due to Technological Change

Employees laid-off or involuntarily transferred due to conditions of this Article shall receive three (3) months notice or pay in lieu of notice. Severance pay will be paid out twice monthly, equivalent to the salary received prior to layoff.

ARTICLE 20 - POLICY re: COURSES (SKILL UPGRADING)

20.01

The Parties to this collective agreement recognize the principle of human resource development through skill-upgrading in line with career development as it relates to opportunity for advancement in the service of a department or division of the University.

Where it is possible to foresee the future utilization of such skill-upgrading, the Department Head may request a member of her or his staff to take a course related to skill-upgrading or the employee may submit a request to the Department Head to take a course related to skill-upgrading. Each case will be considered on its individual merits and must be approved by the Dean or Administrative Head. If the request is approved, where required the University shall allow time off with pay and pay for fees and costs incurred.

ARTICLE 21 - PERSONAL STUDY BENEFITS

21.01 Tuition Waiver

On completion of the probationary period, a continuing full-time employee shall be entitled to tuition waiver to take or audit one (1) credit course per session to a maximum of six (6) units per year (12 months). One (1) non-credit course at any one time may be taken up to the equivalent in fees for credit courses over a year. To determine the equivalent value in fees, reference should be made to the fee for three (3) unit courses in the University Calendar under the heading "Fees, Summer Session". Tuition fees shall be waived, but the employee shall pay the cost of materials, equipment or travel associated with the course.

This benefit shall also be available to a continuing part-time employee who works more than seventeen and one-half (17 1/2) hours per week.

21:02 Location

Courses may be taken on or off the Point Gray Campus.

21.03 Credit/Non-Credit Courses

Both Credit and Non-Credit courses may be taken.

21.04 Courses During Working Hours

An employee may take one (1) University of B. C. course per year during working hours if the Department Head agrees to the required time off and make-up time arrangements. Permission for such arrangements shall not be unreasonably denied.

21.05 Procedure

An employee eligible for study benefits as outlined in Article 21.01 (Tuition Waiver) must first complete the APPLICATION FOR TUITION WAIVER, available from the Employee Relations office, and return the form to the Employee Relations office for authorization. The Employee Relations office will verify the employee's eligibility for tuition waiver, complete the AUTHORIZATION section and return the necessary copies to the employee.

21.06 Graduate Studies

This benefit does not apply to Graduate Studies courses.

21.07 Minimum Enrollment Requirements

It is understood and agreed that courses will not be scheduled on the basis of staff requests; minimum enrollment requirements are to be met by paying registrants.

ARTICLE 22 - PROMOTION, TRANSFER, JOB POSTINGS AND SELECTION

22.01 Job Postings

All vacancies for continuing and sessional positions shall be posted on all Union bulletin boards and such other places as may be agreed upon between the University and the Union, for at least five (5) working days.

All vacancies of three (3) months or more duration shall be posted, with the exception of Leave of Absence, including Maternity Leave, which may be filled by temporary promotion under Article 22.07.

These positions will be posted if the employee on Leave of Absence fails to return from Leave of Absence, i.e., terminates employment.

No position of over three (3) months duration shall be filled from outside the bargaining unit without being posted in accordance with this article.

A copy of all job postings shall be sent to the Union office and to all employees on either recall list.

All postings shall include the specific job title, a summary of the position specifications outlining the job duties, minimum qualifications and pay grade. Each notice shall state: "both males and females are encouraged to apply".

22.02 Right to Apply

(a) Any employee shall have the right to apply for any posted vacancy.

(b) Upon request, unsuccessful applicants to posted vacancies shall be notified in writing of the reasons they were unsuccessful.

22.03 Hiring Policy

(a) The University shall fill vacancies from within the bargaining unit, providing employees are available with the required minimum qualifications before hiring new employees.

(b) Applicants for posted vacancies shall be appointed on the basis of ability, qualifications and seniority. *When the University is making its selection and no applicant is clearly superior in ability and qualifications, seniority shall be the determining factor.*

22.04 Promotion

(a) Definition: The movement of an employee from one position to another in a higher pay grade.

(b) Salary Adjustment: If an employee's salary is below the minimum of the pay grade to which she/he is promoted, it will be adjusted to the minimum. If the employee's salary is at or above the minimum of the pay grade, it will be moved to the next step in the new pay grade which provides an increase.

22.05 Transfer

(a) Definitions:

(i) Transfer - a change from an employee's position to another in the same pay grade which results from the employee applying and being selected for a posted vacancy.

(ii) Involuntary Transfer - The movement of an employee from a discontinued position to another position in the same classification. Reassignment of an employee to duties in the same classification within a department shall not be considered involuntary transfer.

(b) No employee shall be involuntarily transferred except where her/his position is discontinued.

(c) Transfer, involuntary transfer and reassignment shall not alter an employee's salary.

22.06 Reduction of Classification

(a) Definition: A change in an employee's position to another in a lower pay grade other than as provided for in Article 22.08 (Trial Period for Transfer and Promotion).

(b) Salary Adjustment: If an employee's salary is above the maximum of the pay grade to which she/he moves, it will be adjusted to the maximum. If the employee's salary is at or below the maximum of the new pay grade, it will be adjusted to the next step in the new pay grade which is less than her/his previous salary.

In the case of temporary employees, if the downward position movement is voluntary, the employee will remain at her/his present Step while moving down in pay grade.

22.07 Temporary Promotion

An employee who, on the request of the department head, agrees to temporarily assume any of the duties specific to a higher classification, or temporarily replaces another employee in such higher classification, shall be paid at the minimum of the pay grade for the appropriate classification or the next higher step in the pay grade for the appropriate classification which provides an increase.

The higher pay rate shall apply for the period so worked, providing this period is at least one (1) complete shift of seven (7) hours.

Such temporary promotion shall be for a period of no longer than six (6) months duration with the exception of leave of absence, including maternity leave.

To accept or to refuse a temporary promotion shall be the employee's choice.

22.08 *Orientation* Period for Transfer and Promotion

When promoted or transferred, the employee shall be on *an orientation period for three (3) months*. If an employee finds the job unsatisfactory or is unable to meet the basic job requirements, she/he shall be returned to her/his former position, or to one of equal salary range.

22.09 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 tranferred back to a position in the bargaining unit within six (6) months, she/he shall begin accruing seniority from the level in effect before the transfer out of the bargaining unit took place, i.e., no seniority shall accrue during the period the employee is outside the bargaining unit.

ARTICLE 23 - EMPLOYEE FILES

23.01

"Document" refers to any document, letter, report, etc.

Each employee shall have access to all her/his personal files. The employee shall have the right to insert written comment to any document. On written request the employee shall be provided with copies of any such personal material providing she/he pays the cost of copying.

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

(a) termination of employment,

(b) restriction of opportunity of promotion, OR

(c) restriction of opportunity of future employment.

Any employee so affected shall be given the opportunity to reply in writing, and/or have recourse through the grievance procedure.

Should the accuracy of an entire document or part thereof be disputed and successfully grieved, said document, or part thereof, shall be removed from all files and destroyed by the employee concerned in the presence of both parties.

ARTICLE 24 - WORKING CONDITIONS

24.01

The University agrees to maintain good working conditions in the employees' work areas. It is understood that adequate heat control (including air con-

ditioning where adequate natural ventilation does not exist), noise control, washroom facilities, lighting and space between employees are necessary to the well-being and health of employees. The Workers' Compensation Board regulations shall constitute the minimum standards for safe working conditions and it is understood that changes beyond such minimum standards may be requested.

24.02 Working Conditions

If, in the opinion of the majority of staff members (i.e. employees and non-bargaining unit staff) in a particular work area, conditions are believed to be dangerous to the employees' health or safety, the employees shall be re-located, reassigned in the same department or granted time off without loss of pay until such conditions are corrected. The employees shall be returned to their original positions.

If the operations of a department are suspended due to the application of this article, employees may be temporarily reassigned outside the department without loss of pay, provided no other employee is displaced as a result. The employees shall be returned to their original positions when the department resumes operations.

24.03 Working Conditions Committee

The Union shall establish a Working Conditions Committee and inform the University of its members. The University shall recognize this Committee and shall communicate with it in regard to any problems in employees' working conditions that the Committee wishes to draw to the University's attention.

Upon request, the University shall provide the committee with such statistical and other information at its disposal relevant to the particular problem raised.

24.04 Union Representation

The University and the Working Conditions Committee will not delay in working out a mechanism for staff representation on building design committees. Any agreement between the University and the Working Conditions Committee shall become mutually acceptable after approval by the Union and shall then become official University procedure.

Until a mutually acceptable mechanism has been established, and where provisions have not been made for staff representation, each building design committee shall include one (1) member from the Working Conditions Committee as a representative of the employees.

24.05 Consultation

(a) Where new or additional equipment is required, affected employees must be consulted prior to purchase or rental.

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

(c) Where a permanent change is considered in the location of work areas or

in working procedures, the employees concerned must be consulted before any changes may begin.

24.06 Lighting

Wherever reasonably possible, employees will be seated in working areas close to windows at eye level. In this regard, where it is necessary to rearrange the work area, there shall be mutual agreement between the University and the employees affected.

The degree of light intensity and the quality of lighting in a given area shall first and foremost be quided by the practical aspects of the work to be done in that area and not solely by aesthetic/cosmetic consideration.

With the understanding that "brightness" is a subjective phenomenon, any employee shall be entitled to have a supplementary light source for her/his work area if she/he requests.

24.07 Protective Clothing

The University shall provide and maintain, at no cost to the employees, protective apparel and equipment where such is required by the Workers', Compensation Board or where the Department of Health or the University Safety Committee has determined them necessary for the personal safety of employees. At the employees' request, the University shall provide and maintain, at no cost to the employees, protective clothing such as smocks, shop coats, and cuff protectors where these are required to protect clothing of employees.

ARTICLE 25 - PERMANENT LIBRARY CARD

25.01

All employees, upon retirement from the University shall receive a lifetime University Library card, renewable yearly.

ARTICLE 26 - STATUTORY HOLIDAYS

26.01 Definition

A statutory holiday is any holiday recognized in the University Calendar as a day on which the University is officially closed. The rate of pay for Statutory Holidays shall be that which the employee would have received if she/he had worked.

26.02 List of Statutory Holidays

The following paid statutory holidays for all employees are to be recognized:

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

In addition any other day proclaimed by the Federal or Provincial Governments or any other day in lieu of a Statutory Holiday shall be recognized.

26.03 Compensation for Statutory Holidays Falling on Scheduled Days Off

When a statutory holiday falls on the regular day off of an employee, she/he shall choose to be granted an equivalent time off without loss of pay or to be paid at regular rates. The time at which the time off is taken is to be determined by mutual agreement between the Department and the individual employees.

26.04 Pay for Work on Statutory Holidays

An employee who works on a Statutory Holiday shall choose either to be paid at the rate of double time plus a day off with pay at the regular rate for her/his regular hours of work, as defined in Article 28 (Hours of Work), or to receive an equivalent time off with pay or equivalent pay (e.g., 3 working days off or triple time pay).

26.05 Special Holidays

(a) Special Holidays: A special holiday is a holiday declared a holiday by the University for its employees other than a Saturday, Sunday, General (Statutory) Holiday or day declared by the University to be in lieu of a Statutory Holiday. The rate of pay for the Special Holiday shall be that which the employee would have received if she/he had worked.

(b) An employee who works on a special holiday shall choose either to receive an extra day's pay at the regular rate for her/his regular hours of work as defined in Article 28 (Hours of Work), or to take one (1) day off with pay at the regular rate for her/his regular hours of work at a mutually convenient time.

(c) When an employee's day off falls on a special holiday, she/he will receive another day off with pay at a mutually convenient time.

26.06 Effect of Modified Work Week

The University and the Union agree that the number of hours worked by an employee during a year should be unaffected by the type of work week chosen under Article 28.

If the total number of statutory and Special holidays exceeds eleven (11) per year, employees working the three-day (3) weeks shall schedule an extra 4 2/3 hours work for each such holiday taken in excess of eleven (11), to compensate for the extra time off. This make-up time shall be scheduled by advance arrangement with the Department Head. Alternatively, the employee may elect to have an equivalent pay deduction based on her/his rate of pay excluding shift differential.

ARTICLE 27 - VACATIONS

27.01 Definition of Terms

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

For the purposes of this Article, day shall mean seven (7) working hours.

27.02 Vacation Schedule for First Incomplete Year

Each employee shall receive during the first incomplete year (first calendar year) of service one and one-quarter (1 1/4) working days for each month worked prior to December 31st with the right to take days as they are accumulated.

27.03 Vacation Schedule for Second Calendar Year

Employees in their second calendar year may take their vacation entitlement of 1 1/4 days per month as it is accrued. Alternatively, such employees may take their full annual vacation entitlement of 3 weeks, or portion thereof, at any time in the 2nd calendar year. In this event the employee shall receive vacation pay only for entitlement already accrued. Payment for vacation entitlement unearned at the time of vacation will be paid monthly as it is accrued.

Employees who have completed their first Anniversary year of employment shall not be subject to the foregoing.

27.04 Vacation Schedule

(a) Employees shall receive an annual vacation with pay on the following basis:

Three (3) weeks during the second (2nd) calendar year.
Four (4) weeks during the fifth (5th) calendar year.
Five (5) weeks during the eighth (8th) calendar year.

Commencing with their fourteenth (14th) calendar year of service, employees shall receive one (1) additional day of annual vacation with pay for each additional year of service, to a maximum of five (5) additional days.

Rates of pay in each of the above cases shall be those which the employee would have received if she/he had worked (excluding shift differential).

For computation of vacation entitlement, employees shall be deemed to be in their second (2nd) calendar year on January 1st if they have had service immediately preceding that date.

(b) Where an employee's vacation entitlement increases as a result of this Article, the employee shall be entitled to carry over such increase to the following year.

27.05 Accumulation or Carry-Over of Vacations

(a) Employees with less than three (3) weeks vacation entitlement shall be entitled to carry over one (1) week of vacation entitlement to take the

following year. However, arrangements may be made to carry over up to a maximum of two (2) weeks vacation entitlement by mutual consent between the department and the employee concerned.

(b) Employees with three (3) weeks vacation entitlement or more shall be entitled to bank up to a maximum of two (2) weeks vacation to be taken in the following year.

27.06 Vacation Flexibility

Other than in the first (1st) incomplete year, as of January 1st, each employee shall have one (1) full calendar year's entitlement available to her/him to take any time within that calendar year, subject to Article 27.03. The time of vacation is to be determined by mutual agreement between the Department and the individual employee.

27.07 Vacation Scheduling

Prior to the preparation of vacation schedules employees may submit their preferences to the Department Head. Department Heads shall post a vacation schedule by March 1st of each calendar year. The schedule can be changed thereafter at the request of the employee if the alternative scheduling arrangements meet the work requirements of the Department. Such requests shall not be unreasonably refused. Employees who so desire must be allowed to take their vacation by the end of August.

27.08 Conflict in Vacation Schedule

Scheduling of vacations 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 do so by mutual agreement between the Department Head and the employee concerned.

27.09 Termination

An employee terminating her/his employment shall receive her/his vacation entitlement less any actual vacation time taken, subject to Article 33.07.

27.10 Compensation for Holidays Falling within Vacations

Should a Statutory Holiday or Special Holiday occur during an employee's annual vacation, she/he shall be granted an additional day's vacation without loss of pay for each Holiday so occurring in addition to her/his vacation time.

27.11 Vacation Pay on Retirement

On retirement (Article 3.07), each employee shall be entitled to the same vacation which she/he would have had if she/he continued working to the end of the calendar year.

27.12 Paycheques

Employees may receive any cheque which would normally fall due during a period of vacation or leave of absence, up to five (5) days preceding commencement of the vacation or leave of absence. Fifteen (15) calendar days notice must be

given before the date the cheque is to be issued.

27.13 No Loss of Vacation Entitlement Due to Illness or Injury

When an employee is eligible for sick leave while she/he is on vacation, illness or injury during such time shall be tabulated against the employee's sick leave, subject to presentation of supporting medical certificate or other proof of illness or injury.

27.14 No Termination, Layoff or Loss of Seniority

No employee shall be terminated, laid-off, or lose seniority while she/he is on vacation. The intention of this section is that vacation time shall not be construed as part of the required notice of termination or layoff.

ARTICLE 28 - HOURS OF WORK

28.01 Terms

(a) The week shall be understood to begin at 12:01 a.m. Sunday and shall end at 12:00 midnight the Saturday following.

(b) "Month" shall mean the calendar month.

(c) "Standard Work Week" shall mean a five (5) day work week from Monday through Friday, seven (7) working hours per day approximately coinciding with the hours of 8:00 a.m. to 5:00 p.m.

(d) "Regular Work Week" shall mean an employee's regularly scheduled work week.

(e) "Regular Work Day" shall mean an employee's regularly scheduled work day and/or hours of work.

28.02 Work Day and Work Week

(a) The normal hours of work for all full-time employees shall be thirty-five (35) hours per week, or seventy (70) hours per two consecutive weeks.

(b) The employees in each department or library division, under guidelines of this Article, shall decide which form of week they will work, subject to approval of the Department Head. Departmental approval shall not be unreasonably withheld.

(c) The four basic forms of work week shall be:

(i) Seven (7) hours per day, five (5) days per week;

(ii) Eight and three-quarters (8 3/4) hours per day, four (4) days per week;

(iii) Seven and three-quarters (7 3/4) hours per day, nine (9) days per two-week period;

(iv) Eleven and two-thirds (11 2/3) hours per day, three (3) days per week.

This form shall be available only for shift workers on a twenty-four (24) hour per day operation.

28.03

(a) Meal Periods - Employees shall have the right to take one (1) continuous period for meals approximately in the middle of any shift of not less than thirty (30) minutes and not more than one (1) hour. However, the time and duration of the meal period shall be the employee's decision providing that departmental requirements are met. In departments where complex scheduling is required, the department head or designate will make up the schedule after the employees have submitted their preferences, which will be met where reasonably possible.

It is to be further understood that this is an unpaid meal period and the University shall recognize the employee's right to enjoy this period without interruption.

(b) Relief Periods - Employees shall be entitled to two (2) paid relief periods of fifteen (15) minutes each, one (1) normally to be taken during the first half of any shift, and the other normally to be taken during the second half of any shift.

28.04 Split Shifts

There shall be no split shifts.

28.05 Shift Work

(a) Definition of Shift Hours

Day Shift shall be defined as those shifts where more than one-half of the scheduled hours fall between 8:00 a.m. and 4:00 p.m.

Evening Shift shall be defined as those shifts where more than one-half of the scheduled hours fall between 4:00 p.m. and 12:00 midnight.

Night Shift shall be defined as those shifts where more than one-half of the scheduled hours fall between 12:00 midnight and 8:00 a.m.

(b) Shift Differential (Inconvenience Pay)

Employees working on a shift basis shall receive a pay differential as follows:
Thirty-five cents (.35) per hour for each hour worked on the evening shift.
Fifty-five cents (.55) per hour for each hour worked on the night shift.

(c) Scheduling Provisions

(i) Prior to the preparation of shift schedules by the Department Head or her/his delegate, employees may submit lists of their schedule preferences for consideration. Department Heads may delegate the preparation of shift schedules to employees where appropriate but employees may not be required to accept this responsibility unless it is part of their

duties. Shift schedules must be posted no less than two (2) weeks in advance.

(ii) Each employee working on a shift basis shall be entitled to three weekends off in every four weekends. This may vary upon mutual consent of the employee and the Department Head concerned.

(iii) There will be a minimum of twelve consecutive hours off-duty between the completion of one work shift and the beginning of the next. This may vary upon the mutual consent of the employee and the supervisor concerned.

(iv) All shifts shall be rotated on an equal basis, insofar as possible, amongst the employees who are involved in the shift work.

Employees may, voluntarily, work on a specific shift. Such an arrangement may be made with the mutual consent of the employees concerned and the Department Head.

(v) Any employee given less than one (1) week's notice of a shift change shall be paid at overtime rates (as per Article 29) for all hours worked on the changed shift, up to one week from the date of notice. However, no employee shall receive overtime rates for more than three (3) days on the changed shift. Shift changes shall include any change in hours of work, including changes within any given shift category (e.g., a change from 2:00 p.m./10:00 p.m. to 3:00 p.m./11:00 p.m. shall constitute a shift change.)

The employee shall choose whether to take the pay or time off in lieu of pay. The time at which the time off is taken is to be determined by mutual agreement between the Department Head and the individual employee.

(d) Overtime for Shift Workers

Employees working on a shift basis will be paid overtime according to Article 29. Where such overtime runs contiguous with evening or night shift, the hourly rate for computation of overtime will be used, and, the proper shift differential for the number of hours worked will be added after the calculation of overtime pay is made.

(e) Split Shifts for Shift Workers

There will be no split shifts for shift workers.

ARTICLE 29 - OVERTIME

29.01 Definition

(a) Overtime for full-time employees is that time worked in excess of each employee's regular work day or work week as defined in Article 28.

(b) Overtime for part-time employees is that time worked in excess of seven (7) hours per day or thirty-five (35) hours per standard work week.

29.02 Overtime Premium

Compensation for overtime shall be paid at two (2) times the employee's regular hourly rate for hours worked to the next one-half hour.

29:03 Overtime Worked on a Weekend

Compensation for overtime worked on a weekend shall be paid at double an employee's hourly rate.

29.04 Overtime Worked on a Statutory Holiday

Where an employee works more than her/his regular work day on a statutory holiday or a day granted in lieu thereof, that employee shall be paid according to Article 26.04, for the regular work day, and double that rate thereafter.

29.05 Time Off in Lieu of Overtime

Employees who work overtime may request time off in lieu of overtime pay. An employee who is to receive compensating time off shall be given compensating time off equivalent to the number of hours for which she/he would have been paid for the overtime so worked. Time off will be taken at a time mutually agreeable to the employee and the Department Head. Upon mutual agreement with the Department Head, the employee may have accumulated time off reconverted into the corrected overtime pay.

29.06 Paid Meal Period (Overtime)

All employees requested to work overtime beyond their regular work day shall be allowed a one-half (1/2) hour meal period which shall be paid at overtime rates provided such overtime is in excess of two (2) hours work and providing that not more than one (1) hour has elapsed between the end of the regular working hours and the time overtime commences. The meal period may be taken before, during or after the overtime.

29.07 Call Back

An employee called back to work after completing a regular work day or from a regular day off or vacation, shall be paid overtime rates for a minumum of four (4) hours.

29.08 Voluntary Overtime

The employer shall endeavour to keep overtime to a minimum and to meet requirements on a voluntary basis. Overtime work shall be divided equally, insofar as possible, among the employees in the department or library division who are willing and able to perform the work that is available within a reasonable time. In the event an employee who has been directed to work overtime demonstrates an urgent personal emergency, that employee shall be excused the necessity of working overtime on that occasion.

29.09 Make-Up Time

Make-up time is time worked in lieu of time missed from work which would otherwise be deducted from an employee's pay. Make-up time shall be kept to a minimum and may only be worked with the Department Head's consent. Such time worked in excess of the regular work day or work week shall not be computed as overtime.

ARTICLE 30 - BENEFITS

30.01 Leave of Absence Without Pay

(a) An employee may apply for and receive a leave of absence without pay.

(b) Every effort shall be made by the employer to comply with an employee's request for such leave. Permission shall be obtained in writing from the Department Head. Refusals for such leave must be given in writing to the employee with reasons for refusal stated.

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

(d) During leave of absence without pay employees shall accrue seniority for up to one (1) month. The University agrees to maintain employees on the Medical and Dental Plan during a leave of absence without pay for up to one (1) month, subject to Article 30.05 (a).

(e) Where a Statutory Holiday falls within a period of leave of absence without pay, the employee shall receive pay for that holiday provided the employee has earned wages for at least three (3) working weeks during the last thirty (30) calendar days.

30.02 Compassionate Leave

(a) In the case of death in the immediate family, an employee shall be entitled to three (3) full working days with pay upon notification to the department head.

This leave may be extended up to a further three (3) days with pay by the Director of Employee Relations. Such leave will not be charged to other accrued time off.

Immediate family shall include, an employee's parent, grandparent, husband, common-law husband, wife, common-law wife, child or ward, brother, sister, father-in-law, mother-in-law.

(b) An employee shall be entitled to one-half (1/2) day leave of absence with pay to attend a funeral upon notification to the department head.

(c) If longer leave is required under (a) or (b) above, it shall be applied for under Article 30.01 (a).

30.03 Pension Plan

Upon request, the University agrees to provide the Union any statistical and other relevant information at its disposal pertaining to the Pension Plan, Group Life Insurance and Disability Insurance.

30.04 Daycare

The University agrees to do all that is reasonably possible to assist the Union in securing suitable daycare facilities for employees of the University of British Columbia, with particular reference to the recommendations of the President's Ad Hoc Committee on Daycare.

30.05 Medical and Dental Plan

(a) The employer shall pay fifty percent (50%) of the monthly contribution to the Medical and Dental Plan.

(b) Upon appointment to employment all continuing and sessional employees shall be eligible to participate in the Medical Plan as outlined in (a) above.

(c) After three (3) months of employment all continuing and sessional employees shall be eligible to participate in the Dental Plan as outlined in (a) above, provided she/he works a minimum of *seventeen and one-half (17½)* hours per week.

(d) After sixty-six (66) days of accumulated service temporary employees shall be eligible to participate in the Medical Plan as outlined in (a) above.

30.06 Sick Leave

For the purposes of this Article, day shall mean seven (7) working hours.

(a) No employee shall be severed or lose seniority because of illness.

(b) Proof of Illness

(i) Where an employee is absent through illness, she/he must report by telephone or otherwise to the University department where she/he works.

(ii) On return after absence, a proof of illness must be provided on the standard form provided.

(iii) In case of illness exceeding six (6) days, report by telephone or otherwise must be made to the Department concerned each week whenever possible.

(iv) A medical certificate may be requested from an employee where there would appear to be excessive use of sick leave or where there is a return to work after a prolonged illness.

(c) Absence of one-half day for medical or dental appointments shall not be deducted from an employee's sick leave credits nor shall any pay be deducted. There shall not normally be more than an average of one-half (1/2) day per month for this purpose. Excessive use of medical or dental appointments may require medical or dental certificates.

(d) Employees shall have access to sick leave credit records on request.

(e) (i) Sick Leave Allotment

The employer will allow one and one-quarter (1 1/4) days per month sick leave with full pay up to 152 days maximum. When an employee has worked eleven (11) of the days in any given calendar month, she/he will be entitled to full sick leave credit for that month.

(ii) Extended Sick Leave

For those employees with three (3) or more years of service, where there is no unexpended sick leave or unexpended Unemployment Insurance Sick Leave Benefits, they may borrow at one-half pay against future sick leave credits to a maximum of twenty-two (22) working days. In cases of extreme difficulty the Union and the University may jointly agree to an extension at one-half pay for a further twenty-two (22) working days.

(f) Employees with sick leave to their credit shall turn over or cause to be turned over to the University any monies paid or payable to them by the Workers' Compensation Board and upon so doing shall receive full pay up to the value of their sick leave. If there is no credit of sick leave, employees shall retain their Workers' Compensation Board cheques.

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

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

(i) All employees returning from sick leave shall return to their original positions.

(j) Medical Examinations and Certificates

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 the University at no cost to the individual, or by her/his own doctor at the individual's own expense. The employee shall be provided with a copy of any written report provided by the doctor.

(k) Sick Leave Study Committee

The University and the Union agree that a joint investigation of the Sick Leave Plan presently in effect at Simon Fraser University, sick leave insurance plans, and other sick leave plans will begin within one (1) month of the signing of this contract and that the report and recommendations will be presented to the University and the Union within three (3) months for consideration. It is understood that such a study will involve reviewing the statistical information available on the present plans in effect at the University of British Columbia and comparison with other

plans in so far as benefits to employees are concerned, as well as costs. Long term benefits in the case of extended illness will also be one of the terms of reference.

30.07 Maternity Leave

(a) In case of pregnancy, a continuing or sessional employee shall not lose seniority entitlements. She shall receive the benefits of the Maternities Provision of the Unemployment Insurance Act. Upon return to work, the employee shall be reinstated in her former position. Six (6) months following her return to work, the employee shall be paid by the University the difference of the benefits received and the employee's monthly salary.

(b) Upon request, the employee shall be granted up to three (3) months leave of absence without pay (Article 30.01), subject to extension upon application to the Employee Relations Department. Upon return to work the employee shall be reinstated in her former position according to Article 30.01.

30.08 Continuing Part-Time Employee Benefits

Continuing Part-Time Employees shall receive all the rights and privileges of this Agreement except as noted below:

(a) Sick Leave (Article 30.06)

The continuing part-time employee shall receive sick leave on a pro rata basis, according to the number of hours worked in the previous month.

(b) Statutory Holidays (Article 26)

The continuing part-time employee who has worked less than fifteen (15) full days in the previous month shall receive pay for statutory holidays on a pro rata basis, according to the number of hours worked in the previous month. The continuing part-time employee who has worked fifteen (15) or more full days in the previous month shall receive full pay for the statutory holiday.

(c) Medical and Dental Appointments (Article 30.06 (c))

Continuing part-time employees shall be exempt from this benefit.

(d) Compassionate Leave (Article 30.02)

The continuing part-time employees shall receive pay for compassionate leave on a pro rata basis, according to the number of hours worked in the previous month.

(e) Vacation Entitlement (Article 27)

Continuing part-time employees shall accumulate and receive vacation entitlement on a pro rata basis according to the number of hours worked in each month.

(f) Maternity Leave (Article 30.07)

Continuing part-time employees who are paid by the month shall receive pay for Maternity Leave according to Article 30.07.

Continuing part-time employees who are paid by the hour shall receive pay for Maternity Leave according to the average number of hours worked per month worked in the previous year.

30.09 Temporary Employee Benefits

Temporary employees shall receive all the rights and privileges of this agreement except as noted below:

(a) Discharge (Article 33.03)

The temporary employee shall receive two (2) weeks notice of discharge.

(b) Statutory Holidays (Article 26)

Temporary employees shall receive pay for statutory holidays on a pro rata basis according to the number of hours worked in the previous month, provided that the employee has not been severed and has worked twenty-two (22) working days in the last twelve (12) months. Any temporary employee who works fifteen (15) full working days in the previous month shall receive full pay for the statutory holiday.

(c) Medical and Dental Appointments (Article 30.06 (c))

Temporary employees shall be exempt from this benefit.

(d) Maternity Leave (Article 30.07)

Temporary employees shall be exempt from this benefit.

(e) Compassionate Leave (Article 30.02)

Temporary employees shall receive pay for compassionate leave on a pro rata basis according to the number of hours worked in the previous month and provided the employee has not been severed and has worked twenty-two (22) working days in the last twelve months.

(f) Vacation Entitlement (Article 27)

Temporary employees shall accumulate and receive vacation entitlements according to the number of hours worked each month.

(g) Layoff (Article 34)

Temporary employees shall receive two (2) weeks notice or two (2) weeks pay in lieu of notice provided that the employee has worked twenty-two (22) working days in the last twelve (12) months.

(h) Sick Leave (Article 30.06)

The temporary employee shall be exempt from this benefit.

ARTICLE 31 - JOB DESCRIPTIONS, JOB EVALUATION AND RECLASSIFICATION

31.01 Job Descriptions

The current approved Job Descriptions shall be the recognized standard descriptions of each classification. Revised or new Job Descriptions and/or Pay Grades will not be implemented until accepted by the Union. Written notice of objection must be given by the Union within sixty (60) days of receipt, or such descriptions shall be considered accepted.

31.02 List of Job Duties

(a) Each Department Head is responsible for drawing up a position description identifying a list of tasks or duties for each position in the department. This list shall serve as an outline of the work to be performed by the incumbent.

(b) The employee shall be requested to draft her/his list of tasks or duties for the assistance of the Department Head in establishing the requirements of each position. Before such list (or amended list) is established as complete, the employee shall sign it, to signify that she/he has been given the opportunity to read the list and make final suggestions. When signed by the Department Head or designate, the list (or ammended list) shall become official.

(c) Lists of tasks or duties may not be all inclusive, but all work performed within an individual position must be consistent with the terms of the standard Job Description of the classification.

(d) The Official List of Job Duties shall not include "preferred qualifications" or such phrases as: "all other duties as required", and "assists with more advanced clerical duties", and "to act as a deputy for more senior staff members". (However, the phrase "performs duties related to the qualifications and requirements of the job" is permissible). Nor shall they conflict with any terms of this agreement. The Union, the University Employee Relations Office and the employee concerned shall each receive one (1) copy of the Official list or Official amended list.

31.03 Job Evaluation Committee

The Union shall establish a Job Evaluation Committee and inform the University of its members. The University shall recognize this Committee and shall communicate with it in regard to any problems and proposals concerning job evaluation and classification that the Committee wishes to draw to the University's attention.

Upon request, the University will provide the Union with all information relevant to the review of a classification and its evaluation.

31.04 Reclassification Procedure

(a) Request for reclassification may originate with the employee, the Union or the department head. A minimum of six (6) months must elapse between each application on an employee's behalf. These requests must be made in writing to the Employee Relations Department, with one (1) copy of such requests sent to both the Department Head and the Union.

(b) The Department of Employee Relations shall have the case reviewed with the employee. The Reclassification procedure must include the following:

(i) The employee shall complete a reclassification form, a copy of which shall be sent to the Union office. This form shall be designed to obtain all relevant information related to the request, including:

(1) the duties and responsibilities the employee is fulfilling which she/he thinks justify a change in classification, and

(2) the amount of retroactivity (if any) to which the employee feels she/he is entitled in accordance with Article 31.05.

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

(c) The employee shall be notified by letter, within eight (8) weeks of the date of the request, of the decision regarding the request. If the reclassification is not recommended, the letter shall contain the reasons for not recommending the reclassification. A copy of the aforementioned letter shall be forwarded to the Union.

(d) If the employee is not satisfied with the decision, she/he shall have the right to the established grievance procedure, beginning with Step 3.

(e) If an employee's position is reclassified, that employee shall not be placed on probation or be considered to be on a training period.

31.05 Wage Increase Awarded Through Reclassification

(a) A wage increase awarded as a result of reclassification shall be retroactive to the date of change of job duties or, when no date can be established, retroactive to the date of written request for reclassification. The employee shall be placed on the step in the classification which ensures an increase in salary.

(b) Where the position does not entail new job duties and has in fact been misclassified since date of hire, the employee shall be placed on the same seniority step in the appropriate classification as she/he was on in the original job classification, and shall receive full pay rate adjustment retroactive to date of hire, except where date of hire is prior to *July 1, 1978*, in which case, pay rate adjustment shall be retroactive to *July 1, 1978*.

ARTICLE 32 - SENIORITY

32.01 Definition

Seniority shall mean length of service with the University, within the bargaining unit, and shall be credited for all service prior to certification of the bargaining unit as designated in Article 32.03.

32.02 Computation of Seniority - Part-Time and Temporary Employees

Seniority of part-time and temporary employees shall be determined on the basis of the number of months worked, i.e., one hundred fifty-two (152) hours equals one (1) month. (Months are determined by multiplying the number of

hours in the work week by fifty-two (52) and dividing by twelve (12). This definition of month to apply to the computation of seniority only).

32.03 Accrual of Seniority

(a) Seniority shall accrue from the first day of employment, and shall continue to accrue except as stated otherwise in Articles 32.04 and 32.06.

(b) Seniority shall continue to accrue during any employee's absence from work due to illness, accident or unjust discharge.

32.04 Maintenance of Seniority

(a) Seniority shall continue to be accrued during the first (1st) month of leave of absence without pay and thereafter shall be maintained but not accrued (except as provided in Article 7.02).

(b) Seniority shall continue to be accrued during the first month of layoff, and thereafter shall be maintained, but not accrued, for a period of up to one (1) year.

(c) Seniority for Winter Sessional employees shall be maintained but not accrued during the Inter/Summer Session. Seniority for Inter/Summer Sessional employees shall be maintained but not accrued during the Winter Session.

32.05 No Loss of Seniority

An employee shall not suffer loss of seniority for any of the following reasons: unjust discharge, layoff, promotion, demotion, transfer, reclassification, compulsory military service, vacation or any recognized leave.

32.06 Loss of Seniority

An employee will lose seniority rights if she/he fails or refuses, without good cause, to return to work within five (5) working days of recall after layoff, or if she/he resigns, retires, or is discharged for just cause.

32.07 Seniority List

A current seniority list for December 31st and June 30th of each year shall be sent to the Union within fifteen (15) working days of those dates.

ARTICLE 33 - DISCHARGE, SUSPENSION, DISCIPLINARY ACTION AND RESIGNATION

33.01 Definitions (for the purposes of this Article)

(a) Discharge - an employee's involuntary ending of employment.

(b) Suspension - a disciplinary action on the part of the University.

(c) Resignation - an employee's voluntary ending of employment.

33.02 Suspension

The University may suspend any employee for just cause subject to Article 35 (Adjustment of Complaints). Upon taking of its decision, the University will immediately send to the employee concerned, with a copy to the Union, a letter giving written notification of and reasons for the suspension. Suspension shall not exceed five (5) working days. All suspended employees shall be returned to their former positions.

33.03 Discharge

(a) The University may discharge any employee for just cause, subject to Article 35 (Adjustment of Complaints).

(b) All probationary employees, in the case of discharge, shall receive two (2) weeks written notice with a copy to the Union on the same date, or two (2) weeks pay in lieu of notice. All other employees shall receive one (1) month written notice with a copy to the Union on the same date, or one (1) month pay in lieu of notice.

(c) A written list of all reasons for discharge must accompany notification of discharge to the employee and the Union.

(d) Grievances arising out of discharges when pay in lieu of notice is given shall begin at Step 3 of the Grievance Procedure.

33.04 Proof of Just Cause

In all cases of suspension or discharge or other disciplinary actions, the burden of proof of just cause shall rest with the University. In the case of a probationary employee, just cause shall include failure to display sufficient ability to perform the job satisfactorily.

33.05 Reinstatement for Unjust Discharge

If, as a result of the grievance procedure, it is found that an employee has been discharged for unjust cause, that employee will be reinstated to her/his former position, or one of equal salary range, without loss of seniority or benefits, and shall be compensated by the University for all time lost retroactive to the date of discharge or suspension.

33.06 Disciplinary Action/Employee Files

Any written censures, letters of reprimand and adverse reports (*including* official evaluation reports), shall be removed from the employee's files and destroyed by the employee concerned in the presence of both parties after the expiration of twenty-four (24) months from the date it was issued, provided there has been no further infraction. The University agrees not to introduce as evidence in any hearing any document from any file of an employee, the existence of which the employee was unaware at the time of filing.

33.07 Notice of Resignation

If an employee resigns, fifteen (15) working days notice will be given in

writing prior to the date of termination. In the event that less than ten (10) working days notice is given, the employee will be entitled to her/his vacation pay of 4% of gross earnings less any actual vacation she/he has taken. Vacation entitlements banked from the previous year shall be paid at the employee's full rates.

An employee may rescind her/his resignation, *in writing*, without penalty up to three (3) working days after giving notice.

33.08 Vacation Entitlements

In case of discharge or resignation, the employee shall receive all vacation entitlements and salary due to the date of termination, except as provided in Article 33.05 and 33.07.

ARTICLE 34 - LAYOFF, RECALL AND INVOLUNTARY TRANSFER

34.01 Definitons

(a) Layoff - An involuntary cessation of employment due to: lack of work; reduction in or discontinuation of a function or programme; or a change in a process or method of operation thereby diminishing the total number of employees required to operate the department.

(b) Recall - The calling back of a laid-off employee to fill a vacant position within the bargaining unit.

(c) Involuntary Transfer - The movement of an employee from a discontinued position to another position in the same classification.

(d) No provision of Article 34 shall be construed to prevent any employee from changing her/his status (continuing, sessional or temporary: part-time or full-time) by applying for and receiving a posted vacancy.

34.02 Reduction of Staff

If a reduction of staff is necessary as a result of a layoff, the department concerned shall notify Employee Relations who will notify the Union immediately. At the request of either the Union or the University a meeting shall be held.

34.03 Termination Dates

(a) A sessional employee shall, at date of hire or recall, be assigned a termination date approximately corresponding to the end of the appropriate session in accordance with Article 3.03.

(b) A temporary employee shall, at date of hire or recall, be assigned a termination date which is less than three (3) calendar months from date of hire or recall.

(c) A continuing employee may be assigned a termination date when hired into

a position which is financed directly by sources outside the University (this does not include financially self-supporting functions of the University).

(d) No termination date shall apply to a continuing employee with more than one (1) year of seniority.

34.04 Involuntary Transfer Procedure

(a) No layoff shall take place when it can be avoided by transferring the displaced employee to a position in the same classification which is coincidentally vacant during the period of notice of involuntary transfer.

(b) If more than one vacant position is available at the same time, the employee shall have the choice of those available positions.

(c) If, within a year a discontinued position is reinstated, the employee who was involuntarily transferred shall, upon request, be granted automatic transfer to that position. In this case, Article 22.08 (*Orientation* Period for Transfer and Promotion) shall not apply.

(d) In the case of involuntary transfer, employees within the same classification in the department or library division where the coincidental vacancy occurs shall have priority, in order of seniority, to this position and subsequent positions. The employee being involuntarily transferred shall fill the position remaining. No posting of the vacancy shall be required.

34.05 Layoff Procedure

(a) Continuing Employees

(i) When the position of a continuing employee is discontinued and no coincidental vacancy occurs during the period of notice of involuntary transfer, the employee with the least amount of seniority in the classification shall be laid-off and the incumbent of the position discontinued shall be involuntarily transferred to the resulting vacancy.

(ii) When a continuing employee reaches a termination date assigned in accordance with Article 34.03 (c) and (d) and no coincidental vacancy occurs in the preceding thirty (30) calendar days, the employee concerned shall be laid-off and placed on the recall list.

(iii) When involuntary transfer or recall causes a sessional position to be filled by a continuing employee, that employee shall retain her/his continuing status and the involuntary transfer and layoff procedures shall be applied at the end of the session.

(b) Sessional Employees

(i) Sessional employees shall be laid-off at termination date.

(ii) When the position of a sessional employee is discontinued before termination date, she/he shall be involuntarily transferred to a coincidental vacancy among sessional positions. Failing such a vacancy, she/he shall be transferred to a continuing or temporary vacancy in the same classification. Failing any vacancy, the sessional employee with the least seniority in the same classification shall be laid-off and the displaced employee shall be transferred to the resulting vacancy.

(iii) It is understood that in the event the University wants to extend the termination date of a sessional employee, the employee must voluntarily agree in writing to the extension. In no circumstances may the termination date be extended beyond May in the case of a Winter Sessional employee and September in the case of an Inter/Summer Sessional employee.

(iv) When involuntary transfer or recall causes a continuing or temporary position to be filled by a sessional employee, that employee shall retain her/his sessional status and shall be considered laid-off automatically at the end of the session in which she/he normally works.

(v) In the event the University decides to discontinue a sessional position effective with the beginning of the following session, it shall inform the Union at the time the decision is taken. In the case of Winter Sessional positions, this notice shall be given at least one (1) month prior to the beginning of the session.

(c) Temporary Employees

When a temporary employee reaches her/his termination date and no coincidental vacancy is immediately available, the employee shall be laid-off and placed on the recall list.

34.06 Recall Procedure

(a) A full-time employees' recall list and part-time employees' recall list shall be maintained by the University. A full-time employee shall, upon request, be listed on both lists. A copy of the current recall lists shall be sent to the Union office on the first working day of each month.

(b) When a layoff occurs, the affected employee shall automatically be placed on the recall list effective the first (1st) day after her/his last day of employment.

(c) Laid-off Employees shall be recalled from the recall list in order of seniority within each classification.

(d) Laid-off employees shall remain on the recall list for a period of twelve (12) months, or until:

(i) recalled by the University, or

(ii) she/he fails without good cause to report to work within five (5) working days of recall.

"Good cause" for refusal of recall shall include objection to the temporary or permanent nature of the particular appointment. The employee shall notify the University of such objection before the effective date of layoff.

(e) Notice of recall shall normally be made by telephone. If no contact is made, notice shall be given by registered mail to the last address of the employee known to the University. The Union shall be notified by telephone of any recall.

(f) If telephone recall to a temporary position of ten (10) working days or less duration is not successful, an external applicant may be hired. In such case the Union shall be immediately notified by telephone. The termination date of a position so filled may not be extended.

(g) It shall be the responsibility of the employee on the recall list to keep the University Employee Relations Department informed of her/his address and telephone number.

(h) Recalled employees shall receive no less than their former salary plus any increments to which the employee has become entitled during the period on the recall list or by any change in the rate for that classification.

(i) Employees recalled to a position other than that which they held prior to layoff shall be on a training period for two (2) months. If the employee finds the job unsatisfactory or is unable to meet the basic job requirements, she/he shall be returned to the recall list.

(j) If, while awaiting recall, an employee chooses to apply for and obtains a position in another classification, she/he shall, upon request, remain on the recall list and shall be recalled, in turn, to a position in her/his original classification.

(k) Sessional Employee Recall

At the beginning of their session, sessional employees shall be recalled on the basis of seniority. Sessional employees shall be recalled to their original positions, providing they have sufficient seniority. In the event an employee's former position has been discontinued, she/he shall be recalled to another vacant position in the same classification. Sessional employees not recalled as a result of insufficient seniority shall be placed on the recall list.

34.07 Notice

(a) All employees will receive one (1) month's written notice of layoff or one (1) month's pay in lieu of notice, except temporary employees who will receive two (2) weeks notice or two (2) weeks pay in lieu of notice. In any case the Union shall be notified in writing at the same time as the employee concerned.

(b) All employees will receive one (1) month's written notice of involuntary

transfer. Involuntary transfer may take place before expiration of notice if a position becomes coincidentally vacant during the period of notice.

(c) When a position is to be discontinued within one (1) month of filling, written notice at the time of filling shall be considered adequate notice of layoff or involuntary transfer.

(d) When a layoff becomes unnecessary due to a coincidental vacancy, the University shall immediately notify the employee and the Union.

34.08 Full-Time and Part-Time Employees

(a) A part-time employee shall not be involuntarily transferred or recalled to a full-time position.

(b) A full-time employee shall not be involuntarily transferred to a part-time position or recalled to a part-time position unless she/he has requested to be listed on the part-time employees' recall list.

(c) A full-time employee who has exercised her/his right to be listed on the part-time employees' recall list and is recalled to a part-time position shall remain on the full-time employees' recall list and shall be recalled in turn to a full-time position.

ARTICLE 35 - ADJUSTMENT OF COMPLAINTS

35.01 Grievance Committee and Labour 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 of the individual membership of the Committee.

The Union shall maintain a Grievance Committee, comprised of members of Local 1, 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 Grievance Committee or its representative shall, as the occasion warrants, meet with the Labour Committee or its representative for the purpose of discussing and negotiating a settlement of any grievance arising between the University and an employee or any dispute arising between the University and the Union.

35.02 Definition of Grievance

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, including any question as to whether a matter is arbitrable, whether between the University and any employee bound by this Agreement or between the University and the Union. Such question or difference shall be settled conclusively in the following manner, except that:

(a) A grievance involving more than one employee within a department shall go directly to Step 2.

(b) A policy grievance, a grievance of discharge where salary is given in lieu of notice, a grievance involving reclassification request, or a grievance involving more than one department shall go directly to Step 3.

35.03 Grievance Procedure

(a) Step 1:

An employee who has a grievance shall first go to her/his supervisor or designate. The employee must be accompanied or represented by her/his steward or other Union representative. The supervisor shall be given an opportunity to answer the complaint verbally.

Failing resolution, the grievor and her/his steward shall present the grievance to the supervisor in writing. After receipt of a written grievance the supervisor shall have three (3) working days in which to present her/his written reply to the steward. Failing settlement, the grievance shall be processed to the next step within the five (5) working days following either receipt of the supervisor's reply or expiry of the above time limit, whichever comes first.

If the supervisor is the department head, step 2 shall be omitted and the grievance with the supervisor's written reply shall proceed directly to Step 3.

(b) Step 2:

Step 2 shall commence upon presentation of the grievance to the department head or designate. The department head shall meet with the grievor, the steward and the division steward (or other union representative) in an effort to resolve the grievance. Within five (5) working days after commencement of this step, the department head shall deliver her/his written reply to the steward. Failing settlement, the grievance shall be processed to the next step within the ten (10) working days following either receipt of the department head's reply or expiry of the above time limit, whichever comes first.

(c) Step 3:

Step 3 shall commence upon notification to the University Labour Committee or its representative. The University Labour Committee and the Union Grievance Committee shall then have fifteen (15) working days in which to meet and attempt to resolve the grievance. If the grievance is resolved, a memorandum shall be made of the agreement reached and signed by the Chairperson of each committee with a copy for each party to the agreement. If the grievance cannot be resolved, the Union shall, not later than the five (5) working days following expiration of the fifteen (15) working day time limit, signify in writing to the University its intention to invoke

arbitration procedure as hereinafter set out.

(d) Absence from Work

By arrangement with her/his supervisor, an employee shall be permitted the necessary time off without loss of pay and benefits to attend to the adjustment of a grievance and may be present at any step in the grievance procedure if so requested by either party.

35.04 Arbitration

(a) Upon the request of either party, the Grievance Committee and the Labour Committee shall meet and attempt to agree upon a list of impartial arbitrators. If the committees are unable to agree on a list, they shall request the Minister of Labour to supply a list. In either case, fifty percent (50%) of those on the list shall be women. The arbitrators shall serve on a rotating basis, or as otherwise determined by mutual agreement of the parties at the time the list is established.

(b) The parties shall make every effort to ensure the speedy dispatch of arbitration cases.

(c) The Arbitrator shall issue her/his award within fifteen (15) working days of the hearing.

(d) The Arbitrator shall conclusively settle the dispute, and her/his decision shall be binding on both parties.

(e) Both parties to the Arbitration shall pay for all their own expenses and one-half of the expenses of the Arbitrator.

(f) The Arbitrator shall not make any award or decision contrary to the conditions or articles of this Agreement, or in amendment to this Agreement.

35.05 Time Limits

The time limits prescribed for the performance of any act in this Article may be extended by mutual consent of the parties and it is understood that all periods prescribed fall within the working week.

35.06 Previous Collective Agreements

All grievances which, at the date of signing of this Collective Agreement, are in process under the Grievance Procedure set out in a previous Collective Agreement, shall continue to be processed without interruption under the terms of said Grievance Procedure, with the understanding that such grievances continue to be grievances of alleged violations of such previous Collective Agreement.

ARTICLE 36 - WAGES

36.01 Pay Grades

Pay Grade I		Clerk I Library Assistant I Data Control Clerk I Control Room Assistant
Pay Grade I	Intermediate	Stenographer I Keypunch Trainee
Pay Grade II		Clerk II Library Assistant II Staff Room Attendant Data Control Clerk II
Pay Grade II	Intermediate	Steno/Secretary II Keypunch Operator Equipment Operator Junior Theatre Assistant
Pay Grade III		Clerk III Secretary III Senior Data Control Clerk Senior Keypunch Operator Stack Attendant Library Assistant III Computer Operator Trainee Work Room Assistant
Pay Grade III	Intermediate	Theatre Assistant Senior Equipment Operator
Pay Grade IV		Stack Supervisor Library Assistant IV Secretary IV Program Assistant Keypunch Supervisor Senior Theatre Assistant Administrative Clerk Buyer Data Control Supervisor
Pay Grade V		Library Assistant V Assistant Programmer Computer Operator
Pay Grade VI		Senior Computer Operator Senior Buyer
Pay Grade VII		Assistant Supervisor Operations Chief Computer Operator

36.02 Wage Rates

April 1, 1979 - Monthly

Pay Grade	Step 1 Start	Step 2 1 Year	Step 3 2 Years	Step 4 3 Years	Step 5 4 Years	Step 6 5 Years
I	938	960	981	1003	1024	1045
I (Intermediate)	981	1003	1024	1045	1067	1088
II	1024	1045	1067	1088	1110	1131
II (Intermediate)	1067	1088	1110	1131	1152	1174
III	1131	1152	1174	1195	1217	1238
III (Intermediate)	1174	1195	1217	1238	1259	1281
IV	1238	1259	1281	1302	1326	1349
V	1326	1349	1373	1396	1420	1443
VI	1420	1443	1467	1491	1514	1538
VII	1514	1538	1561	1585	1608	1632

April 1, 1979 - Hourly

Pay Grade	Step 1 Start	Step 2 1 Year	Step 3 2 Years	Step 4 3 Years	Step 5 4 Years	Step 6 5 Years
I	6.17	6.32	6.45	6.60	6.74	6.88
I (Intermediate)	6.45	6.60	6.74	6.88	7.02	7.16
II	6.74	6.88	7.02	7.16	7.30	7.44
II (Intermediate)	7.02	7.16	7.30	7.44	7.58	7.72
III	7.44	7.58	7.72	7.86	8.01	8.14
III (Intermediate)	7.72	7.86	8.01	8.14	8.28	8.43
IV	8.14	8.28	8.43	8.57	8.72	8.88
V	8.72	8.88	9.03	9.18	9.34	9.49
VI	9.34	9.49	9.65	9.81	9.96	10.12
VII	9.96	10.12	10.27	10.43	10.58	10.74

Increment Policy

(a) The service periods in the headings of the tables refer to service in the pay grade, except for employees who move to new pay grades by promotion or reclassification. Such employees will be treated as if they had the service indicated by the step at which they enter the grade.

(b) Increments will be paid automatically on July 1st of each year. An employee must have completed three (3) months' service at the University to qualify for an increment.
(It is understood that hourly rates shall be 1/152 of monthly rates).

ERRORS AND OMISSIONS EXCEPTED

ARTICLE 37 - DURATION OF THE CONTRACT

37.01

This Agreement shall be in force effective from April 1, 1979 until March 31, 1980.

Either party to this Agreement may, not more than three (3) months, and not less than one (1) month, prior to March 31, 1980, present to the other party, in writing, proposed terms of a new, or further agreement and/or amendments to this agreement.

Failing agreement by March 31, 1980 this agreement will continue in force until:

(a) commencement of a strike by the Union or a lockout by the University, as defined in the Labour Code of British Columbia, or

(b) a new agreement is reached.

IN WITNESS WHEREOF, the University and the Union have executed this Agreement in duplicate by their respective officers, hereunto duly authorized this 26th day of April, 1979.

ON BEHALF OF THE UNIVERSITY OF BRITISH COLUMBIA

"Ian F. Greenwood"
Ian F. Greenwood, Chairman
Board of Governors

"W. White"
W. White, Vice President & Bursar

"R. A. Grant"
R. A. Grant, Director
Employee Relations

ON BEHALF OF ASSOCIATION OF UNIVERSTIY AND COLLEGE EMPLOYEES, LOCAL 1

"Michelle McCaughran"

"Ray Galbraith"

"Ann Hutchison"

"Shelly-Anne Tegart"

"C. (Cathy) Kelly Mooney"

"M. Dionne"

LETTER OF AGREEMENT

RE: ARMORIES STAFF ROOM

The University agrees that the Staff Lunch Room in the Armories shall be made available to all University Staff at lunch time, and at times other than lunch time for the purpose of staff gatherings and a meeting place.

For the University of British Columbia:

"W. L. CLARK"

For the Association of University and College Employees, Local #1 (U.B.C.):

"IAN MACKENZIE"

Date: December 23, 1975.

LETTER OF AGREEMENT RE: ARTICLE 22.06 REDUCTION IN CLASSIFICATION

It is understood and agreed that the change to Article 22.06 (Reduction in Classification) of the collective agreement shall take effect the 3rd day of October, 1978.

For the UNIVERSITY OF BRITISH COLUMBIA

"JANE STRUDWICK"

For the ASSOCIATION OF UNIVERSITY AND COLLEGE EMPLOYEES, LOCAL 1

"MICHELLE McCAUGHRAN"

LETTER OF AGREEMENT

RE: SHIFT DIFFERENTIAL

The University agrees that employees who, as of the date of signing of the collective agreement, are receiving shift differential based on 5% premium for evening shift and 10% premium for night shift will continue to receive, where this would result in a higher differential, shift differential on the same basis for the duration of the new collective agreement (April 1, 1978 - March 31, 1979) providing they remain in their present paygrades.

For the University of British Columbia:

"W.L. CLARK"

For the Association of University and College Employees, Local #1 (U.B.C.):

"IAN MACKENZIE"

Date: December 23, 1975.

LETTER OF AGREEMENT

RE: ARTICLE 34.07 (a)

The University agrees that Article 34.07 (a) will not apply to those employees who work from the part-time recall list who wish to work for irregular periods and have indicated their wishes in writing to Employee Relations. A carbon copy of the employees' requests shall be sent to the Union Office by Employee Relations within five (5) working days of receipt of such requests.

For the University of British Columbia:

"Jane Strudwick"

For the Association of University and College Employees, Local #1 (U.B.C.):

"Michelle McCaughran"

Date: 26th April, 1979

INDEX

	Page
Absence from work, grievance processing (35.03(d))	40
Stewards (8.03)	6
Adjustment of Complaints (Article 35)	38
Agreements conflicting with Contract (1.01)	1
Application for Posted Vacancy, Hiring Policy (22.03)	13
Notification if unsuccessful (22.02(b))	13
Right to Apply (22.02)	13
Appointments, Medical and Dental (30.06(c))	26
Part-Time Employee (30.08(c))	28
Temporary Employee (30.09(c))	29
Arbitration (35.04)	40
Armouries Staff Room (Letter of Agreement)	44
Automation, displacement by (Article 19)	10
Bargaining Unit Work (5.06)	4
Benefits (Article 30)	25
Part-time Employees (30.08)	28
Temporary Employees (30.09)	29
Bulletin Boards (Article 18)	10
Bumping see Involuntary Transfer	34
Call Back after work or from day off or vacation (29.07)	24
Campus Mail (13.07)	8
Campus Patrol Escort (13.04)	8
Carry-Over of Vacations (27.05)	19
Check-Off, Union Dues (Article 6)	4
Citizenship Leave (13.10)	9
Closure of University (13.01)	22
Coffee Breaks (28.03(b))	22
Committees, Building Design (24.04)	16
Grievance (35.01)	38
Job Evaluation (31.03)	30
Labour (35.01)	38
Sick Leave Study (30.06(k))	27
Working Conditions (24.03)	16
Community Facilities (13.06)	8

	Page
Compassionate Leave (30.02)	25
Part-Time Employees (30.08(d))	28
Temporary Employees (30.09(e))	29
Conflicting Agreements (1.01)	1
Consultation re: changes in working conditions (24.05)	16
Contacting at Work (7.01)	5
Continuing Employees, definition (3.02)	1
Layoff (34.05(a))	35
Termination date (34.03(c)&(d))	33
Contracting Out (5.05)	4
Courses, During Working Hours (21.04)	13
Graduate Studies (21.06)	13
Skill-Upgrading (20.01)	12
Study Benefits (Article 21)	12
Court Duty (16.01)	9
Daycare (30.04)	26
Definition of Employee (Article 3)	1
Definitions, Continuing Employee (3.02)	1
Discharge (33.01(a))	32
Employee (3.01)	1
Full-Time Employee (3.05(a))	2
Grievance (35.02)	38
Hours of Work, Terms re. (28.01)	21
Involuntary Transfer (22.05(a)(ii), (34.01(c))	14, 34
Layoff (34.01(a))	34
Overtime (29.01)	23
Part-Time Employee (3.05(b))	2
Probationary Employee (4.01)	3
Promotion (22.04)	14
Recall (34.01(b))	34
Reduction of Classification (22.06)	14
Resignation (33.01(c))	32
Seniority (32.01)	31
Sessional Employee (3.03)	1
Shift Hours (28.05(a))	22
Special Holidays (26.05(a))	18
Statutory Holidays (26.01)	17
Student Assistant (3.06)	2
Suspension (33.01(b))	32
Technological Change (19.02)	10
Temporary Employee (3.04)	2
Transfer (22.05(a)(i))	14
Vacations, Terms re. (27.01)	19
Demotion see Reduction of Classification (22.06)	14

	Page
Dental Appointments (30.06(c))	26
Part-Time Employees (30.08(c))	28
Temporary Employees (30.09(c))	29
Dental Plan (30.05)	26
Discharge (33.03)	33
Definition (33.01)	32
Proof of Cause (33.04)	33
Seniority (32.06)	32
Temporary Employee (30.09(a))	29
Vacation Entitlement (33.08)	33
Discharge, see Unjust Discharge	33
Disciplinary Action (33.06)	33
Discharge (33.03)	33
Potential (8.02)	6
Suspension (33.02)	33
Discrimination (Article 9)	7
Dues, Union, Check-off (Article 6)	4
Union Shop (5.01)	3
Duration of Contract (37.01)	43
Employee, Definition of (Article 3)	1
Employee Files (23.01), (33.06)	15, 33
Sick Leave Records (30.06(d))	27
Equipment, consultation about (24.05)	16
Expiry Date of Contract (37.01)	43
Explanation of Union to New Members (7.04)	6
Extended Sick Leave (30.06(e)(ii))	27
Files, Employee (23.01), (33.06)	15, 33
Flexible Hours (28.02)	21
Full-Time Employee, definition (3.05(a))	2
Layoff, recall (34.08(b)&(c))	38
Funeral Leave (30.02(b)&(c))	25
General Purpose of Contract (1.01)	1
Grievance (Article 35)	38
No loss of pay, stewards (8.03)	6
Potential (8.02)	6
Procedure (35.03)	39
Time off Work (35.03(d))	40

	Page
Hiring Policy (22.03)	13
Holidays, Annual Vacation see Vacations	
During Sick Leave (30.06(g))	27
Falling during Vacation (27.10)	20
Modified Work Week (26.06)	18
Overtime on (29.04)	24
Part-Time Employee (30.08(b))	28
Pay for work on (26.04)	18
Statutory (Article 26)	17
Temporary Employee (30.09(b))	29
Special (26.05)	18
Hours of Work (Article 28)	21
Human Rights (9.01)	7
Increment Policy (36.02)	43
Involuntary Transfer, definition (22.05(a)(ii), 34.01(b))	14, 34
Due to Technological Change (19.06)	12
Procedure (34.04)	35
Job Descriptions (31.01)	30
Job Duties, List of (31.02)	30
Job Evaluation Committee (31.03)	30
Job Postings (22.01)	13
Job Training, Retraining (19.05)	11
Jury Duty (Article 16)	9
Layoff, Due to Technological Change (19.06)	12
Procedure (34.05)	35
and Seniority (32.04(b), 32.05, 32.06)	32
Temporary Employee (30.09(g))	29
Leave, Citizenship (13.10)	9
Compassionate (30.02)	25
Court Duty (16.01)	9
Funeral (30.02(b)&(c))	25
Maternity (30.07)	28
Military (13.03)	8
and Seniority (32.05)	32
Union Activity (7.02), (7.03)	5
Without Pay (30.01)	25
Leave of Absence, Union Activity, Full-Time (7.02)	5
Short Term (7.03)	5
Leave of Absence Without Pay (30.01)	25
and Seniority (32.04(a))	32

Page

Library Card, Employees' (13.02) ---------- 8
Retired Employees' (25.01) ---------- 17

Lighting (24.06) ---------- 17

List of Job Duties (31.02) ---------- 30

Lunch Breaks (28.03(a)) ---------- 22

Make-Up Time (29.09) ---------- 25

Management Rights (11.01) ---------- 7

Maternity Leave (30.07) ---------- 28
Part-Time Employee (30.08(f)) ---------- 29
Temporary Employee (30.09(d)) ---------- 29

Meal Periods (28.03(a)) ---------- 22
Overtime (29.06) ---------- 24

Medical Appointments (30.06(c)) ---------- 26
Part-Time Employee (30.08(c)) ---------- 28
Temporary Employee (30.09(c)) ---------- 29

Medical Examinations and Certificates (30.06(j)) ---------- 27

Medical Plan (30.05) ---------- 26

Meeting With Management (8. 02) ---------- 6

Meetings, Union (10.01) ---------- 7

Membership in Union (5.01), (5.02) ---------- 3

Military Leave (13.03) ---------- 8
and Seniority (32.05) ---------- 32

Misclassification (31.05(b)) ---------- 31

Modified Work Week (28.02) ---------- 21
Effect on Holidays (26.06) ---------- 18

New Employees, Explanation of Union to (7.04) ---------- 6
Union Membership (5.02) ---------- 3

Notice of Resignation (33.07) ---------- 33

Notification by the Union, Dues, etc. (6.04) ---------- 5
Executive, Stewards, etc. (8.04) ---------- 6
Union Meetings (10.01) ---------- 7

Notification by the University, Applicants for Posted Vacancy (22.02) 13
Discharge (33.03) ---------- 33
Hiring, Promotion, Resignation, etc. (5.03) ---------- 3
Involuntary Transfer (34.07) ---------- 37

Page

Layoff (34.07), Letter of Agreement (34.07(a)) ---------- 37, 46
Layoff due to Technological Change (19.06) ---------- 12
Recall (34.06(e)&(f)) ---------- 37
Reduction of Staff (34.02) ---------- 34
Technological Change (19.04) ---------- 11

One Hour Explanation (7.04) ---------- 6

Orientation Period for Transfer and Promotion (22.08) ---------- 15

Overtime (Article 29) ---------- 23
Part-Time Employee (29.01(b)) ---------- 23
Shift Workers (28.05(d)) ---------- 23
Time-Off in Lieu of (29.05) ---------- 24

Part-Time Employee, definition (3.05(b)) ---------- 2

Part-Time Employee Benefits, etc., Compassionate Leave, Maternity Leave, Medical and Dental Appointments, Sick Leave, Statutory Holidays, Vacation Entitlement (30.08) ---------- 28
Discharge (33.03) ---------- 33
Layoff, Recall (34.08(a)) ---------- 38
Medical and Dental Plan (30.05) ---------- 26
Overtime (29.01(b)) ---------- 23
Seniority (32.03) ---------- 31

Pay for Union Negotiators (7.05) ---------- 6

Pay Grades (36.01) ---------- 41

Paycheques in advance of vacation or leave (27.12) ---------- 20

Pension Plan (30.03) ---------- 26

Personal Rights (9.02) ---------- 7

Picket Lines (17.01) ---------- 10

Probationary Employee, definition (4.01) ---------- 3
Rights (4.02) ---------- 3

Probationary Period (4.01) ---------- 3

Promotion (22.04) ---------- 14
Orientation Period (22.08) ---------- 15
Seniority (32.05) ---------- 33
Temporary Promotion (22.07) ---------- 14

Proof of Illness (30.06(b)) ---------- 26

Protective Clothing (24.07) ---------- 17

Quarantine (30.06(h)) ---------- 27

Reassignment (22.05(a)(ii)) ---------- 14
University Closure (13.01) ---------- 7
Working Conditions (24.02) ---------- 16

	Page
Recall, definition (34.01)	34
Procedure (34.06)	36
and Seniority (32.04), (32.06)	32
Reclassification, Procedure (31.04)	30
and Seniority (32.05)	32
Wage Increase (31.05)	31
Recognition, of Stewards (8.01)	6
of Union (2.01)	1
Reduction of Classification (22.06)	14
and Seniority (32.05)	32
(Letter of Agreement)	44
Reduction of Staff (34.02)	34
Reductions in the Workforce (5.04)	4
Reinstatement for Unjust Discharge (33.05)	33
Relief Periods (28.03(b))	22
Representation, Building Committees (24.04)	16
Resignation, definition (33.01)	32
Notice (33.07)	33
Vacation Entitlement (33.07, (33.08)	33, 34
Retirement (3.07)	2
Library Card (25.01)	17
Vacation Pay (27.11)	20
Retraining (19.05)	11
Skill-Upgrading (20.01)	12
Rights, Human (9.01)	7
Personal (9.02)	7
Union Activity (9.03)	7
Rights of Probationary Employee (4.02)	3
Room Bookings (13.05)	8
Salary Adjustment, Increment Policy (36.02)	42
Promotion (22.04(b))	14
Reduction of Classification (22.06(b))	14
Reclassification (31.05)	31
Temporary Promotion (22.07)	14
Seniority (Article 32)	31
During Leave of Absence Without Pay (30.01(d))	25
Hiring Policy (22.03)	14
Seniority List (32.07)	32

	Page
Sessional Employee, definition (3.03)	1
Layoff (34.05(b))	35
Recall (34.06(k))	37
Seniority (32.04(c))	32
Termination Date (34.03(a))	34
Shift Differential (28.05(b)), (Letter of Agreement)	22, 45
Shift Work (28.05)	22
Sick Leave (30.06)	26
During Vacation (27.13)	21
Part-Time Employee (30.08(a))	28
Records (30.06(d))	29
and Seniority (32.03(b))	32
Study Committee (30.06(k))	27
Temporary Employee (30.09(h))	29
Special Holidays (26.05)	18
Split Shifts (28.04)	22
for Shift Workers (28.05(e))	23
Staff Rooms and Facilities (13.09)	9
Armouries (Letter of Agreement)	44
Statutory Holidays (Article 26)	17
During Sick Leave (39.06(g))	27
Falling During Vacation (27.10)	20
Modified Work Week (26.06)	18
Overtime on (29.04)	24
Part-Time Employee(20.08(b))	28
Pay for Work on (26.04)	18
Temporary Employee (30.09(b))	29
Stewards (Article 8)	6
Contacting at Work (7.01)	5
Strikes by Other Unions (17.01)	10
Student Assistants (3.06)	2
Study Benefits (Article 21)	12
Suspension (33.02)	33
definition (33.01)	32
Taxi Vouchers (13.08)	8
Technological Change (Article 19)	10
Temporary Employee, definition (3.04)	2
Termination Date (34.03(b))	34

Page

Temporary Employee Benefits, Compassionate Leave, Maternity Leave, Medical and Dental Appointments, Sick Leave, Statutory Holidays, Vacation Entitlement (30.09) ---------- 29
Discharge (30.09(a)) ---------- 29
Layoff (30.09(g)), (34.05(c)) ---------- 29, 36
Seniority (32.02) ---------- 31

Temporary Promotion (22.07) ---------- 14

Termination, Discharge (33.03) ---------- 33
and Seniority (32.06) ---------- 32
Vacation Pay upon (27.09) ---------- 20

Termination Date (34.03) ---------- 34
Sessional Employee (3.03) ---------- 1
Temporary Employee (3.04) ---------- 2

Time Off in Lieu of Overtime (29.05) ---------- 24

Training Period for Transfer and Promotion (22.08) ---------- 15

Transfer (22.05) ---------- 14
Orientation Period (22.08) ---------- 15
Outside the Bargaining Unit (22.09) ---------- 15
and Seniority (32.05) ---------- 32

Tuition Waiver (21.01) ---------- 12

Union, Recognition of (2.01) ---------- 1

Union Activity (Article 7) ---------- 5
No Discrimination (9.03) ---------- 7

Union Label, pins, badges and stickers (15.01) ---------- 9

Union Meetings (10.01) ---------- 7

Union Organizer, Contacting at Work &7.01) ---------- 5
Leave of Absence (7.02) ---------- 5

Union Security (Article 5) ---------- 3

Union Shop (5.01) ---------- 3

University Facilities (13.06) ---------- 8

Unjust Discharge (33.05) ---------- 33
and Seniority (32.03(b)), (32.05) ---------- 32

Vacations (Article 27) ---------- 19
Part-Time Employee (30.08(e)) ---------- 28
and Seniority (32.05) ---------- 32
Temporary Employee (30.09(f)) ---------- 29

Page

Vehicle Policy (13.11) ---------- 9

Voluntary Overtime (29.08) ---------- 24

Wages (Article 36) ---------- 41

Weekend, Work on, Overtime (29.03) ---------- 24
Shift Work (28.05(c)(ii) ---------- 23

Work Day and Work Week (28.02) ---------- 21

Workers' Compensation Board, Cheques (30.06(f)) ---------- 27
Standards (24.01) ---------- 15

Working Conditions (Article 24) ---------- 15
Committee (24.03) ---------- 16
Dangerous (24.02) ---------- 16