



COLLECTIVE AGREEMENT

Between

THE UNIVERSITY OF BRITISH COLUMBIA

and

CANADIAN UNION OF PUBLIC EMPLOYEES

CUPE Local 2950

1991-1994

THE UNIVERSITY OF BRITISH COLUMBIA

COLLECTIVE AGREEMENT
BETWEEN
THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2950
AND
THE UNIVERSITY OF BRITISH COLUMBIA

April 1, 1991 - April 1, 1994

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

PREFACE

This is the Collective Agreement between the Canadian Union of Public Employees (C.U.P.E. Local 2950), and The University of British Columbia. It establishes wages and working conditions for clerical and library employees of The University who are covered by C.U.P.E.'s certification.

This is a legal agreement and, as such, both employees and their managers are required to abide by its provisions.

If you have any questions or problems concerning the collective agreement or its interpretation and you are a member of the Union, contact:

- your steward or
- the Union office, phone 224-2308

If you are a manager, contact:

- your Human Resources Generalist or
- the Employee Relations section of Human Resources

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THIS AGREEMENT made and entered into by and

BETWEEN:

THE UNIVERSITY OF BRITISH COLUMBIA

(Hereinafter referred to as the University)

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2950**

(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 and to provide machinery for the prompt disposition of disputes so that efficient operations and harmonious relationships may be maintained between the University and the employees to the benefit of both parties and the community they serve.

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 Industrial Relations Act of British Columbia.

2.02

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 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.

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. A continuing full-time employee employed for temporary assignment may be paid by the month or by the hour.

Part-time employees who work regularly scheduled hours may elect to be paid by the month.

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)**

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 in the previous year.

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.

Full-time and part-time sessional employees shall be entitled to all the rights and privileges accorded under this Agreement to full-time and part-time continuing employees, respectively, except as noted below:

(A) **Personal Study Benefits (Article 21)**

Sessional employees shall be exempt from this benefit.

(B) **Employment Security (Article 34)**

Sessional employees shall be entitled to the internal placement, layoff, and recall procedures specified under Article 34.05.

3.04 Temporary Employee

- (A) A temporary employee shall mean an employee who is hired to fill short-term positions, normally of less than three months duration, or to fill vacancies resulting from leaves of absence or maternity leaves where such positions cannot be filled through temporary promotion. **Extensions or reappointments to the same position "normally of less than three months duration," noted above, shall be by mutual agreement.**
- (B) Such employees shall, at date of hire, be assigned a termination date under the conditions of Article 34.06.
- (C) Such employees may work either full-time or part-time and shall be paid by the hour.
- (D) Temporary employees will not have rights under the provisions of Article 19 - Technological, Automation and Other Changes. Should temporary employees be laid off prior to their termination date due to technological change, the procedure to be followed will be Article 34.06.
- (E) All temporary employees accrue seniority from date of hire, as per Article 32.02, and can apply for any posted vacancy, as per Article 22.02.
- (F) **Temporary Employee Benefits:** Temporary employees shall receive all the rights and privileges of this agreement except as noted below:
- i) **Discharge (Article 33.03)**
The temporary employee shall receive two (2) weeks notice of discharge.
 - ii) **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, providing they are on active assignment and have not reached the termination date of that assignment. Temporary employees who work fifteen (15) full working days in the previous month shall receive full pay for the statutory holiday.
 - iii) **Medical and Dental Appointments (Article 30.06)**
Temporary employees shall be exempt from this benefit, until they have accumulated sixty-six (66) days of service. Temporary employees who are working on assignments of less than 35 hours per week shall be exempt from this benefit.

iv) **Maternity Leave (Article 30.07)**

Temporary employees shall be exempt from this benefit, until they have accumulated sixty-six (66) days of service. Any payment by the University with respect to maternity leave will be pro-rated according to the average number of hours worked per month in the year prior to the maternity leave.

v) **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, providing they are on active assignment and have not reached the termination date of that assignment.

vi) **Vacation Entitlement (Article 27)**

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

vii) **Layoff (Article 34)**

The termination date assigned to a temporary employee under Article 34.06 will be honoured unless two (2) weeks notice, or two (2) weeks pay in lieu of notice, is given.

viii) **Sick Leave (Article 30.06)**

Temporary employees shall be exempt from this benefit until they have accumulated sixty-six (66) days of service, in which case they shall receive the benefit in accordance with Article 30.06(E).

ix) **Personal Study Benefits (Article 21)**

Temporary employees shall be exempt from this benefit.

3.05 Full-Time and Part-Time Employee

(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 positions 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.

Upon written request from the University, the Chairperson of the Union Grievance Committee or designate may agree to one extension of the probationary period not to exceed three (3) 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 internal placement, Article 34.04 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 or 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.
- (F) Routine contracting out of secretarial/clerical work in accordance with Article 5.07, and routine contracting out of printing will be reported to the Union by the University on a monthly basis.

The University will inform the Union of all other contracting out of Bargaining Unit work in advance, or within one (1) day of occurrence in emergency situations.

Pertinent details will be supplied upon request. Upon request by either party, the subject of contracting out shall be included on the agenda of the next Labour/Grievance Committee meeting.

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-bargaining unit employees may perform the same tasks in meeting their respective responsibilities.

5.07 Temporary Work

The following may carry out temporary work assignments at the University:

- 1) continuing full-time employees, as defined in Article 3.02;
- 2) temporary employees, as defined in Article 3.04;
- 3) non-employees performing contracted-out bargaining unit work normally performed by employees, for assignments of less than three (3) months duration, except by mutual agreement of the parties or to fill vacancies resulting from leaves of absence or maternity leaves where such vacancies cannot be filled through temporary promotion.

- (A) The total annual number of continuing full-time employees employed for temporary assignment, temporary employees, and non-employees temporarily performing contracted-out bargaining unit work normally performed by employees, who are on actual temporary assignment shall not exceed 4.5% of the total number of members in the bargaining unit (excluding continuing employees employed for temporary assignment) calculated on January 1st of each year.
- (B) As part of the 4.5% mentioned above, the minimum number of continuing full-time employees employed for temporary assignment shall be between 1.5% and 2.0% of the total number of members in the bargaining unit (excluding continuing employees employed for temporary assignment) calculated on January 1st of each year. The University will make every reasonable effort to maintain the minimum at 2%, and at no time shall the number fall below 1.5%.
- (C) The University will make every reasonable effort to employ bargaining unit members for temporary assignments. If the 4.5% mentioned above cannot be filled by bargaining unit members, the maximum number of non-employees temporarily performing contracted-out bargaining unit work normally performed by employees shall not exceed 2.0% of the total number of members in the bargaining unit (excluding continuing employees employed for temporary assignment) calculated on January 1st each year.
- (D) All percentages refer to full-time equivalents. The numbers used shall be calculated monthly and reported to the Union. The total annual number used shall be calculated for each year and reported to the Union no later than January 31st of the following year.

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 it 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 shall be granted upon request to any employee who has been elected or selected to a full-time office or position in the Union, in the Union's Provincial Association or in any other body in which the Union maintains membership or affiliate status. Any employee so elected or selected must give one (1) month's notice to the University. Seniority shall accumulate during such employee's leave of absence of up to two (2) years but not 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. When the leave of absence has a term of two (2) years or less, the employee shall be returned to her/his former position with the University. When the leave of absence exceeds two (2) years, the employee shall be placed in the coincidental vacancy of her/his choice in her/his former classification, or where no coincidental vacancy exists, shall invoke the provisions for internal placement.

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 Human Resources, and shall be during working hours. Both the Union representative(s) and the employee 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, Stewards, Grievance Committee and Contract 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 and shall be applied without discrimination. 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.

9.04 Sexual Harassment and Personal Harassment

The University and the Union recognize the right of employees to work in an environment free from sexual and personal harassment. The University shall investigate and take appropriate action when an employee complains that she/he has been sexually or personally harassed in the course of her/his employment by a supervisor or another member of the University community. When an employee has made such a complaint, she/he may request temporary reassignment. Such a request shall not be unreasonably denied. The employee shall have recourse to the Grievance Procedure. Grievances under this article shall start at Step 3 and shall be treated in strict confidence.

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 the Registrar's Office 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 pools, 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.

13.12 Insurance

The University will continue to purchase a comprehensive general liability insurance policy, the Insured of which will include employees while acting within the course of the execution or the scope of their duties as employees.

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 received together with proof of amounts received 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 CUPE 2950 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) the Union Executive shall 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 (Employment Security).

19.04 Notice of Intent

Before such changes (as outlined in Article 19.02) can come into effect, the University shall provide the Union and the employee(s) affected with at least three (3) months notice of intent to introduce automation, equipment or procedures which might result in displacement of or a reduction in employees or in changes in employees' job classification. Such notice of intent will include details pertinent to such changes. After expiry of the three (3) months' notice period, the University shall implement the proposed changes. If at the end of three (3) months these changes have not been implemented, the University shall submit to the Union and the employee(s) affected, a progress report on the status of such changes, with further update reports at three (3) month intervals.

19.05 Retraining

(A) Employees who have become redundant, displaced (as described in Article 19.02), 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. Such retraining shall occur during working hours at the University's expense.

- (B) An employee may choose not to accept such retraining, in which case the internal placement/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 Internal Placement Due to Technological Change

Employees laid-off or internally placed 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 Fee Benefit

On completion of the probationary period, a continuing full-time employee, excluding sessional employees, shall be entitled to tuition fee benefit to take or audit credit courses to a maximum of **twelve (12) credits (formerly 6 units)** per year (12 months). Non-credit courses may be taken to the equivalent in fees over a year. To determine the equivalent value in fees, reference should be made to the fee for **six credits (formerly 3 units)** 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. This benefit may be transferred in full or in part to the eligible employee's spouse or dependent child to take or audit credit courses to a maximum of **twelve (12) credits (formerly 6 units)** per year.

21.02 Location

Courses may be taken on or off the Point Grey 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 Fee Benefit) must first complete the APPLICATION FOR TUITION FEE BENEFIT, available from the Human Resources office, and return the form to the Human Resources office for authorization. The Human Resources office will verify the employee's eligibility for tuition fee benefit, 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, to all continuing employees on the recall list, and upon the employee's request to sessional and temporary employees on the recall lists.

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: The employee's salary will be moved to the first step in the new pay grade which provides an increase of at least fifty dollars (\$50.00).

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) Internal Placement - 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 the department shall not be considered internal placement.
- (B) No employee shall be internally placed except where her/ his position is discontinued.
- (C) Transfer, internal placement 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 (Orientation Period for Transfer, Promotion and Voluntary Demotion).
- (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 perform the principal duties of a higher paying position, shall be paid at the first step of the new paygrade which provides an increase of at least fifty dollars (\$50.00)

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, Promotion, and Voluntary Demotion

When promoted, transferred, or voluntarily demoted, 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:

- (A) In the case of promotion, the employee shall be returned to a vacant position of her/his choice in her/his former salary range. If such a position is not available, she/he shall be returned to her/his former position.
- (B) In the case of transfer, the employee shall be placed into a vacant position of her/his choice in her/his salary range. If such a position is not available, she/he shall be returned to her/his former position.
- (C) In the case of voluntary demotion, the employee shall be placed into a vacant position of her/his choice in her/his current classification.

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 transferred 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.

Copies of any document which constitutes, may result in, or arises from disciplinary action, shall be provided immediately to the employee concerned and entered in her/his file in the Staff Records Section of the Human Resources Department.

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 conditioning 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 regulations of the Workers' Compensation Board and of other applicable government agencies shall constitute the minimum standards for safe working conditions and it is understood that changes beyond such minimum standards may be requested.

The University shall enforce the relevant regulations and shall establish safe working procedures to eliminate unsafe practices, to control the use of hazardous materials, and to protect the health and safety of the employees.

24.02 Unsafe Working Conditions

When an employee has reasonable cause to believe that to carry out any work process or operate any equipment would create an undue hazard to the health or safety of any person, she/he has the right to refuse to proceed. An employee refusing to proceed shall immediately report the circumstances of the unsafe condition to her/his supervisor for investigation. If the employee is still dissatisfied, further investigations, in accordance with the Workers' Compensation Board Industrial Health and Safety Regulation 8.24, shall be undertaken. No employee shall be subject to disciplinary action provided she/he has acted in compliance with this clause, Industrial Health and Safety Regulation 8.24, or an order made by an officer of the Board.

If the operation of a department is 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 operation.

24.03 CUPE 2950 Health and Safety Committee

The Union shall establish a **CUPE 2950 Health and Safety 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 **CUPE 2950 Health and Safety Committee** will not delay in working out a mechanism for staff representation on building design committees. Any agreement between the University and the **CUPE 2950 Health and Safety 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 **CUPE 2950 Health and Safety Committee** as a representative of the employees.

24.05 Consultation

The University agrees to provide the opportunity for employees to express their opinions as follows:

- (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.

The consultation process will include the following steps:

- (1) provision of sufficient information to allow informed advice about the planned changes,

- (2) an opportunity for employees, who may be affected by the planned changes, to tender their opinions and advice,
- (3) consideration of the opinions and advice of employees,
- (4) provision of the final decision and the reasons for it to the affected employees.

The consultation process shall not interfere with the right of the University to make such changes in methods of operations, procedures, and equipment as it deems necessary, provided these changes are made in accordance with the provisions of this Article.

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 guided 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.

24.08 University Health and Safety Committee

- (A) The Union shall have two (2) representatives on the University Health and Safety Committee. The Union shall have representation on departmental safety committees wherever members are working.
- (B) Employees shall suffer no loss of pay for time required to attend the Committee meetings.
- (C) When the University Health and Safety Committee requests that Union representative on the committee attend courses and seminars related to health and safety issues, the University shall provide the necessary time off with pay.

24.09 Video Display Terminals

- (A) Employees who operate video display terminals are entitled to work ten minutes away from the terminals during every two hours of continuous operation.
- (B) Pregnant employees will not be required to operate video display terminals if they so request. If arrangements cannot be made with the employee's department for placement in an alternate position to comply with a such a request, then the pregnant employee will be offered suitable temporary assignments in accordance with Article 3.04 or, if she does not want such assignments, a leave of absence without pay for the time remaining to the commencement of maternity leave. In addition, the employee may apply for other positions in accordance with Article 22. Employees for whom an alternate position is found will be paid at the rate of pay for that position. Upon return from maternity leave, the employee will be entitled to internal placement in accordance with Article 34.04 to a position in the classification she occupied when she invoked the provisions of this section.
- (C) The University agrees that problems relating to the quality standards and ergonomics of video display terminals and their operation will be dealt with under Article 24 of the collective agreement. Employees having such problems may refer them to the **CUPE 2950 Health and Safety Committee** pursuant to Article 24.03.
- If the University and the **CUPE 2950 Health and Safety Committee** are unable to resolve such problems, they will be dealt with under the Grievance Procedure, Article 35.
- (D) If an ophthalmologist diagnoses that continued operation of a video display terminal will cause damage to an employee's eyes, the employee will not be required to operate such equipment, and will be immediately reassigned within the employee's department to other duties in the employee's classification, provided such duties which do not involve the operation of a video display terminal are available and can provide the same number of hours of employment as the employee's previous duties. If such duties are not available, the employee shall select one of the following options within five (5) working days. The selection of one option precludes the selection of any other option.
- i) internal placement into any coincidental vacancies in her/his classification, or any coincidental vacancies in a lower classification for which she/he has the necessary qualifications. An employee who selects a position in a lower classification may, upon request, be placed on the recall list for twelve (12) months for positions in her/his original classification which do not involve the operation of video display terminals.

- ii) placement on the recall list without salary or benefits with recall rights for twelve (12) months as provided in Article 34, for positions which do not involve the operation of video display terminals. No notice or pay in lieu of notice shall apply. An employee may refuse recall without penalty if enrolled in a training program.
 - iii) termination of employment with severance pay as provided in Article 34.
- (E) Upon an employee's request, the University will furnish a glare shield for the video display terminal which that employee operates.
- (F) In case of the malfunction of a video display terminal, or where an employee reasonably believes that there is a malfunction of her/his video display terminal, the University agrees that the video display terminal in question shall not remain in use longer than five (5) working days after the employee notifies her/his supervisor in writing of the malfunction. If tested and found to be malfunctioning, it shall not be used until repaired or replaced. In the meantime, the employee shall be provided with replacement equipment, be assigned to another video display terminal, or be reassigned to other duties within her/his classification. If this does not occur, the employee may refuse to operate the video display terminal in question, and the matter shall be referred to Step 3 of the Grievance Procedure.

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	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Dominion Day (Canada Day)	Boxing Day
B.C. 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 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) week shall schedule an extra $4 \frac{2}{3}$ 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.

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 (8 3/4 hours) for each month worked prior to December 31st with the right to take days as they are accumulated. **For probationary employees, the probationary period may be extended by the amount of earned vacation actually taken.**

27.03 Vacation Schedule for Second Calendar Year

Subject to Article 27.07, employees in their second calendar year may take their vacation entitlement of 1 1/4 days (8 3/4 hours) 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 (105 hours) during the second (2nd) calendar year.

Four (4) weeks (140 hours) during the fifth (5th) calendar year.

Five (5) weeks (175 hours) during the eighth (8th) calendar year.

Commencing with their fourteenth (14th) calendar year of service, employees shall receive one (1) additional day (7 hours) of annual vacation with pay for each additional year of service, to a maximum of five (5) additional days (35 hours).

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 (105 hours) vacation entitlement shall be entitled to carry over one (1) week (35 hours) of vacation entitlement to take the following year. However, arrangements may be made to carry over up to a maximum of two (2) weeks (70 hours), vacation entitlement by mutual consent between the department and the employee concerned.
- (B) Employees with three (3) weeks (105 hours) vacation entitlement or more shall be entitled to bank up to a maximum of two (2) weeks (70 hours) 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 will not be required to take their vacations in periods of less than one week's duration.

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. All employees are entitled to thirty-two (32) consecutive hours free from work each week, unless overtime rates are paid, as per Article 29.02
- (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.

If an unanticipated and substantial change occurs which alters significantly the basis upon which the approval was granted (for example, unanticipated and substantial financial exigency, or an unanticipated and substantial change in the way the work is to be performed), the Department Head may withdraw the previously approved form of workweek. Six weeks written notice of a change in the form of workweek shall be given to the employees affected and the Union. The notice shall include the reasons for the change.

During the first two weeks of the notice period, upon request, the Department Head will meet with the employees to discuss the withdrawal and consider alternate suggestions. The Department Head will respond in writing to the employees' suggestions within five working days and state whether or not the withdrawal will still occur.

In the event the Department Head withdraws the approved form of workweek and the Union does not consider that an unanticipated and substantial change has occurred, the matter will go directly to Step 3 of the Grievance Procedure.

This section does not apply when Department Heads change the form of workweek assigned to a vacant position.

- (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.

(D) Minimum Hours of Work:

- (i) An employee who reports for work as required by the employer but is not required to start is entitled to a minimum of two (2) hours pay, except as provided for under Article 29.07.
- (ii) Once an employee commences work, she/he shall receive a minimum of four hours pay, unless she/he is unfit to perform her/his duties, or she/he has failed to comply with the Industrial Health and Safety Regulations, in which case she/he is only entitled to pay for the period worked.
- (iii) An employee who is also a student who reports for work under this agreement on a day in which she/he attends school is entitled to a minimum of two (2) hours pay, whether or not work commences.

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 p.m. 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:

Fifty cents (.50) per hour for each hour worked on the evening shift.

Seventy cents (.70) 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 (3) weekends off in every four (4) weekends. This may vary upon mutual consent of the employee and the Department Head concerned.

(iii) There will be a minimum of twelve (12) 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 Authorization for Overtime Pay

Overtime will be worked only when the department head or designate has requested that overtime be worked. 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

An employee who works overtime may request time off in lieu of overtime pay which shall be equivalent to the number of hours for which she/he would have been paid. After June 1, 1989, the time off shall be taken within twelve (12) months of the date of working the said overtime at a time mutually agreeable to the employee and the Department Head. Time off in lieu of overtime pay which is not taken within twelve (12) months of the date of working the said overtime shall be paid out to the employee at the end of the twelfth month. Upon mutual agreement with the Department Head, an 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 minimum 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 a leave of absence without pay for up to six (6) months.
- (B) The employee shall submit a request in writing to the department head, stating the reasons for the leave. Every effort shall be made by the employer to comply with an employee's request for the 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 Plans during a leave of absence without pay for up to one (1) month, subject to Article 30.05 (A) and (B).
- (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 Associate Vice President of Human Resources. Such leave will not be charged to other accrued time off.

Immediate family shall include an employee's parent, grandparent, spouse, common-law spouse, same sex spouse, 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 with 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 Day Care.

30.05 Medical and Dental Plans

- (A) Medical Plan
 - (i) The employer shall pay one hundred percent (100%) of the monthly contribution to the Medical Plan.
 - (ii) Upon appointment to employment all continuing and sessional employees shall be eligible to participate in the Medical Plan as outlined in (i) above.

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

(B) Dental Plan

- (i) The employer shall pay seventy percent (70%) of the monthly contribution to the Dental Plan.
- (ii) After three (3) months of employment all continuing and sessional employees shall be eligible to participate in the Dental Plan as outlined in (i) above, provided she/he works a minimum of seventeen and one-half (17 1/2) hours per week.
- (iii) After sixty-six (66) days of accumulated service, all temporary employees shall be eligible to participate in the Dental Plan as outlined in (i) above, provided they work a minimum of seventeen and one half (17 1/2) hours per week.

(C) Extended Health Benefits

- (i) The employer shall pay one hundred percent (100%) of the Medical Services Association Extended Health Benefit premium.
- (ii) Upon appointment to employment, all continuing and sessional employees shall be eligible to participate in the Extended Health Benefit Plan as outlined in (i) above.
- (iii) After sixty-six (66) days of accumulated service, temporary employees shall be eligible to participate in the Extended Health Plan as outlined in (i) above.

30.06 Sick Leave

(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 her/his Department Head or designate as early as possible, normally by starting time on the first day away.
- (ii) In case of illness exceeding six (6) days, report by telephone or otherwise must be made to the Department Head or designate each week whenever possible.
- (iii) Upon return to work, the employee will be required to complete a standard 'Proof of Illness' form provided by the University.

- (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) Medical and Dental Appointments

Absence of one-half (1/2) 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. Refer to Letter of Agreement Re: 30.06 (C).

(D) Sick Leave Records

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

(E) Sick Leave Allotment

- (i) The employer will allow one and one-quarter (1 1/4) days (8 3/4 hours) per month sick leave with full pay up to 152 days (1064 hours) 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) Upon request, an employee who has exhausted her/his sick leave will be issued a Record of Employment so that she/he may apply for Unemployment Insurance Sick Leave Benefits.

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.

An employee may apply for and receive a leave of absence for medical reasons. If the medical prognosis is that an employee will likely be able to return to her/his regular position within six (6) months, then she/he shall remain entitled to return to that position. If the medical prognosis is that an employee will not be able to return to her/his position within six (6) months, then the University may post the position and hire a permanent replacement to fill the vacancy. The employee on leave shall retain her/his employment status and seniority with the University. When the employee on sick leave returns to work, she/he shall be placed in a position in the same classification which is coincidentally vacant. When no coincidental vacancy occurs, the employee with the least amount of seniority in the classification shall be laid off and the returning employee shall be granted automatic transfer to the resulting vacancy.

(F) **Workers' Compensation**

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) **Statutory Holidays**

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) **Quarantine**

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

(I) **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.

(J) **Illness of Dependent Children**

An employee who has dependent children may use up to a maximum of five (5) days of accumulated sick leave each year to deal with the illnesses of such children.

30.07 Maternity and Adoption Leave

(A) In case of pregnancy an employee is entitled to a leave of absence without pay of eighteen (18) weeks. In case of adoption, an employee who is eligible for and receives the benefits of the applicable provisions of the Unemployment Insurance Act is entitled to a leave of absence without pay of eighteen (18) weeks. If eligible she/he shall receive the benefits of the applicable provisions of the Unemployment Insurance Act. Upon request the employee shall be granted up to three (3) months additional leave of absence without pay (Article 30.01), subject to extension upon application to the Human Resources Department.

(B) If birth occurs or pregnancy is terminated before a request for maternity leave is made, the employee will be granted up to six (6) weeks leave upon medical certification of such event.

- (C) Upon return to work the employee shall be reinstated in her/his former position according to Article 30.01, with all increments to wages and to benefits to which the employee would have been entitled had the leave not been taken. If her/his former position has been discontinued, then she/he will be entitled to the provisions of Article 34.
- (D) An employee on maternity or adoption leave may maintain coverage on the following plans by providing post-dated cheques to the Benefits Section of **Human Resources** for her/his share of the following premiums/contributions:
- Medical Plan
 - Dental Plan
 - Extended Health Plan
 - Group Life Insurance Plan
 - Long-Term Disability Insurance Plan
 - Pension Plan
- (E) An employee on maternity or adoption leave shall not lose seniority entitlements. Seniority entitlements shall continue to accrue for one (1) month, as per Article 30.01. Sick leave and vacation credits do not accrue during maternity or adoption leave.
- (F) After completing six (6) months service, following return to work after maternity or adoption leave, employees will be paid by the University the difference of the benefit received from Unemployment Insurance and the employee's monthly salary for the period of time Unemployment Insurance benefits were received. Provided the employee has received the benefit mentioned above, the University will pay to the employee her/his salary for the two-week waiting period for Unemployment Insurance. If the employee does not apply for, or qualify for, Unemployment Insurance benefits, the University will not pay monies to the employee for the period of time the employee was on maternity or adoption leave.

**ARTICLE 31 - JOB DESCRIPTIONS, JOB EVALUATION,
RECLASSIFICATIONS AND MISCLASSIFICATION**

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 amended 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 Human Resources 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 Human Resources Department, with one (1) copy of such requests sent to both the Department Head and the Union.

- (B) The **Human Resources** Department 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 **Human Resources** receives the employee's completed reclassification form referred to in (B) (i) above, 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 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 of at least fifty dollars (\$50.00).

31.06 Wage Increase Awarded Through Misclassification

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, to a maximum of twenty-one (21) months.

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 7.02, 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 to acknowledge notice of recall within five (5) working days of recall, fails to report for work having been given at least ten (10) working days notice 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) days of those dates.

ARTICLE 33 - DISCHARGE, SUSPENSION, DISCIPLINARY ACTION AND RESIGNATION

33.01 Definitions (for the purposes of this Article)

- (A) Discharge - the involuntary ending of employment.
- (B) Suspension - a disciplinary action on the part of the University.
- (C) Resignation - the voluntary ending of employment by the employee.

33.02 Suspension

The University may suspend any employee for just cause subject to Article 35 (Grievance and Arbitration Procedure). 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 (Grievance and Arbitration Procedure).
- (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 notifications 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 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.

Any employee wishing to have her/his Performance Appraisal removed from her/his employee files (and destroyed by the employee concerned) after the expiration of 24 months from the date it was issued, shall have such request honoured provided that similar negative comments made in the Appraisal have not been repeated.

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 more than ten (10) working days written notice is given, the employee will be entitled to her/his outstanding vacation entitlement. In the event that less than ten (10) working days written notice is given, the employee will be entitled to 4% of gross earnings less any actual vacation she/he has taken, unless that employee has served five (5) continuous years of employment with the University, in which case 6% of gross earnings less any actual vacation taken will be paid. Vacation entitlements banked from the previous year shall be paid at the employee's full rate. 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 Articles 33.05 and 33.07.

ARTICLE 34 - EMPLOYMENT SECURITY

34.01 General

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

34.02 Definitions

- (A) **Layoff** - An involuntary cessation of employment due to: lack of work; reduction in or discontinuation of a function or program; or a change in process or method of operation which diminished 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) **Internal Placement** - the placement of an employee whose position has been discontinued into another position:
 - 1. of the same classification, or
 - 2. a lower classification for which the employee has the required qualifications.

34.03 Full-time and Part-Time Employees

- (A) A part-time employee shall not be placed or recalled into a full-time position.
- (B) A full-time employee shall not be placed into 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.

34.04 Internal Placement and Recall - Continuing Employees

(A) Notice

The University will give one (1) month's written notice or pay in lieu of notice of internal placement and layoff. Internal placement may take place if a position becomes available during the notice period.

Notice shall not coincide with the employee's vacation.

Subject to Articles 30.06 (E) and 7.02, if notice is given during the period an employee is on any approved leave of absence, the employee's internal placement rights will normally be deferred until the date the employee returns to work. However, if the employee notifies Human Resources in writing that she/he is prepared to begin the internal placement period during the leave of absence, the University will begin to send a copy of the job postings to the employee each week, and the internal placement period shall begin when the first job postings are received by the employee. The University will not send postings earlier than one month before the date the employee is scheduled to return to work. In the case of an employee returning to work from WCB leave, she/he shall be temporarily placed in a position with no loss of pay until the notice period expires.

- (B) **Internal Placement** - During the period of notice, the employee on notice has the choice of internal placement into any vacancies occurring in her/his classification and any vacancies in lower classification for which she/he has the necessary qualifications. In order to exercise her/his rights to these vacancies, the employee must notify the **Human Resources Department** in writing within seven days of publication of the job posting of a position into which she/he wishes to be placed. After the seven days have passed, the employee's right to internal placement into these vacancies is forfeited.

If, within a year, a discontinued position is reinstated, the employee who was placed shall, upon request, be returned to that position. In this case, Article 22.08 (Orientation Period for Transfer and Promotion) shall not apply.

- (C) **Options** - At the end of the notice period, the employee who has not been placed shall inform the **Human Resources Department** in writing of the option she/he has selected. Failure to select an option will result in the employee being placed on the recall list in accordance with 34.04(C)(iii) below.

If no vacancies in the employee's classification occurred during the notice period, the following options are available:

- displacing the junior continuing employee in the classification,
- termination of employment with severance pay,
- layoff with recall rights for twelve (12) months.

However, if vacancies in the employee's classification did occur during the notice period and were passed up by the employee, then the following options are available:

- termination of employment with severance pay;
- layoff with recall rights for twelve (12) months.

Selection of one option precludes selection of any other.

- (i) **Displacing the junior continuing employee in the classification:** the continuing employee with the least amount of seniority in the classification is laid-off and the employee selecting this option is placed in the resulting vacancy.
- (ii) **Termination of employment with severance pay:** the employee may choose to terminate employment with the University, forfeiting all seniority, and to receive severance pay in addition to the one month's notice already received as follows:
 - for completed service of three (3) months but less than one (1) year - two (2) weeks pay;

- for completed service of one (1) year up to and including three (3) years - three (3) weeks pay;
- for each additional completed year of service, commencing at four (4) years, an additional week of pay to a maximum of twelve (12) weeks pay after twelve (12) years of service.
- calculation of pay shall be based on the employee's average weekly wage in the last two (2) months worked, exclusive of any overtime pay.

(iii) Layoff with recall rights for twelve (12) months:

1. The University will give long-service employees who elect to be laid off additional notice or pay in lieu of notice as follows:
 - employees who have completed five (5) years service will receive one (1) additional week;
 - employees who have completed six (6) years service will receive two (2) additional weeks;
 - employees who have completed seven (7) years service will receive three (3) additional weeks;
 - employees who have completed eight (8) or more years service will receive four (4) additional weeks.
2. At the time of layoff, employees may notify the **Human Resources Department** in writing of departments or Library divisions within which placements through recall will not be accepted or that temporary placements will not be accepted. **A part-time employee being laid off may notify the Human Resources Department in writing that she/he will not accept recall to positions which have more than 10% greater or more than 10% lesser hours per week than her/his current position. (For example, an employee who has been laid off from a 60% position may notify Human Resources that she/he will not accept recall to a position that is either more than 70% part-time or less than 50% part-time).** In these cases, the **Human Resources Department** will not recall the employees to such vacancies, and the employees will not forfeit seniority and recall rights by not having been recalled to them.

3. It is the responsibility of the employee on recall to keep the **Human Resources** Department informed of her/his address and telephone number.
4. The University will maintain recall lists for full-time and part-time employees on layoff. A copy of the current recall lists will be sent to the Union by the fifteenth (15th) day of each month.
5. Laid-off employees shall be recalled from the recall list in order of seniority within classification, provided there is not a more senior employee on notice of internal placement.
6. Notice of recall shall normally be made by telephone. If no contact is made, notice shall be made by registered mail to the last address of the employee known by the University. The Union shall be notified by telephone of any recall.
7. Failure to acknowledge notice of recall within five (5) working days of recall or failure to report for work having been given at least ten (10) working days notice will result in forfeiture of seniority and recall rights.
8. If telephone recall to a 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 notified immediately by telephone.
9. Recalled employees shall receive no less than their former salary plus any increments to which the employee has become entitled during the period on recall or by any change in the rate for that classification.
10. Employees recalled to a position other than that which they held prior to layoff shall be on an orientation period of three (3) 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.
11. 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.
12. Part-time or full-time employees who have been laid off may, in addition to being listed on the recall lists, submit their names in writing to the **Human Resources** Department for work on an irregular basis. A copy of each request shall be sent to the Union office within five (5) working days of receipt of such request. Notice shall not apply to employees working under this section due to the short duration of each job.

34.05 Internal Placement and Recall - Sessional Employees

- (A) Notice - Sessional employees, at date of hire or recall, shall be assigned a termination date corresponding to the end of the appropriate session. Extensions beyond September in the case of summer sessional employees or beyond May in the case of winter sessional employees may be granted only after agreement with the Union. The termination date serves as notice of layoff, and no other notice is required of the University. Sessional employees shall be laid off at termination date.

However, when positions are discontinued before the termination date, the University will give one (1) month's written notice of internal placement and layoff, unless less than one month remains in the appointment, in which case the employee will only receive notice up to the termination date. Internal placement may take place if a sessional position becomes available during the notice period. Notice shall not coincide with the employee's vacation.

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 made. In the case of Winter Sessional positions, this notice shall be given at least one (1) month prior to the beginning of the session.

- (B) Internal Placement - During the period of notice, the employee on notice has the choice of internal placement into any sessional vacancies occurring in her/his classification and any sessional vacancies in lower classifications for which she/he has the necessary qualifications.

In order to exercise her/his rights to these vacancies, the employee must notify the **Human Resources** Department in writing within seven (7) days of publication of the job posting of a position in which she/he wishes to be placed. After the seven days have passed, the employee's right to internal placement into these vacancies is forfeited.

- (C) Options - At the end of the notice period, the employee who has not been placed shall inform the **Human Resources** Department in writing of the option she/he has selected. Failure to select an option will result in the employee being placed on the recall list in accordance with 34.05(C)(iii) below.

If no vacancies in the employee's classification occurred during the notice period, the following options are available:

- displacing the junior sessional employee in the classification;
- termination of employment with severance pay;
- layoff with recall rights for sessional vacancies during the same session or sessional vacancies in the next such session, total duration of recall not to exceed twelve (12) months.

However, if vacancies in the employee's classification did occur during the notice period and were passed up by the employee, then the following options are available:

- termination of employment with severance pay;
- layoff with recall rights for sessional vacancies during the same session or sessional vacancies in the next such session, total duration of recall rights not to exceed (12) months.

Selection of one option precludes selection of any other.

(i) Displacing the junior sessional employee in the classification: the sessional employee with the least amount of seniority in the classification is laid-off and the employee selecting this option is placed into the resulting vacancy.

(ii) Termination of employment with severance pay: the employee may choose to terminate employment with the University, forfeiting all seniority, and receive severance pay in addition to the one month's notice already served as follows:

- for completed service of three (3) months but less than one (1) year - two (2) weeks pay;
- for completed service of one (1) year up to and including three (3) years - three (3) weeks pay;
- for each additional completed year of service, commencing at four (4) years, an additional week of pay to a maximum of twelve (12) weeks pay after twelve (12) years service.
- Calculation of pay shall be based on the employee's average weekly wage in the last two (2) months worked, exclusive of any overtime pay.

(iii) Layoff with recall rights for sessional vacancies in the same session or vacancies in the next such session, total duration of recall not to exceed twelve months:

1. The University will give long-service employees who elect to be laid off additional notice or pay in lieu of notice as follows:
 - employees who have completed five (5) years service will receive one (1) additional week;

- employees who have completed six (6) years service will receive two (2) additional weeks;
 - employees who have completed seven (7) years service will receive three (3) additional weeks;
 - employees who have completed eight (8) or more years service will receive four (4) additional weeks.
2. At the time of layoff, employees may notify the **Human Resources** Department in writing of departments or Library divisions within which placements through recall will not be accepted or that temporary placements will not be accepted. In these cases, the **Human Resources** Department will not recall the employees to such vacancies, and the employees will not forfeit seniority and recall rights by not having been recalled to them.
 3. Laid off employees shall be recalled from the recall list in order of seniority within classification, provided there is not a more senior sessional employee on notice of internal placement.
 4. It is the responsibility of the employee on recall to keep the **Human Resources** Department informed of her/his address and telephone number.
 5. The University will maintain recall lists for full-time and part-time employees on layoff. A copy of the current recall lists will be sent to the Union by the fifteenth (15th) of each month.
 6. Notice of recall shall normally be made by telephone. If no contact is made, notice shall be made by registered mail to the last address of the employee known by the University. The Union shall be notified by telephone of any recall.
 7. Failure to acknowledge notice of recall within five (5) working days of recall or failure to report for work having been given at least ten (10) working days notice will result in forfeiture of seniority and recall rights.
 8. If telephone recall to a 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 notified immediately by telephone.

9. 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 remain on the recall list.
10. Recalled employees shall receive no less than their former salary plus any increments to which they have become entitled during the period on recall or by any change in rate for that classification.
11. Employees recalled to a position other than that which they held prior to layoff shall be on an orientation period of three (3) 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.
12. Sessional employees who have been laid-off may, in addition to being listed on the sessional recall list, submit their names to the **Human Resources** Department for work on an irregular basis. A copy of each request shall be sent to the Union office within five (5) working days of receipt of such request. Notice shall not apply to employees working under this section due to the short duration of each job.

34.06 Internal Placement and Recall - Temporary Employees

- (A) Notice - A temporary employee shall, at date of hire or recall, be assigned a termination date which is normally less than three (3) calendar months from date of hire or recall, except by mutual agreement of the parties or to fill vacancies resulting from leaves of absence or maternity leaves where such positions cannot be filled through temporary promotion. The termination date serves as notice of layoff and no other notice is required of the University. Temporary employees shall be laid off at termination date.

However, when the position of a temporary employee is discontinued before the termination date, the University will give the temporary employee two (2) weeks notice or two weeks pay in lieu of notice, unless less than two (2) weeks remain in the appointment, in which case the employee will only receive notice up to the termination date.

- (B) Recall - The University will maintain recall lists for temporary employees on layoff. A copy of the current recall lists will be sent to the Union by the fifteenth (15th) of each month.

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

At the end of each assignment, temporary employees shall be recalled in order of seniority to temporary assignments within their classifications provided they meet the qualification requirements of the positions. They will not be recalled to positions at lower classifications where this can be avoided. Subject to Article 32.04(B), a temporary employee has the right to refuse recall to a temporary assignment without being removed from the recall list.

ARTICLE 35 - GRIEVANCE AND ARBITRATION PROCEDURE

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 the local, 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 or suspension, a grievance involving a reclassification request, or a grievance involving more than one department shall go directly to Step 3.

35.03 Grievance Procedure

All grievances, except those which begin at Step 3, must be initiated within thirty (30) calendar days of occurrence of the action being grieved, or from first knowledge of grounds for a grievance.

(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 five (5) 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:

Upon notification of the University Labour Committee by the Union Grievance Committee of its intention to proceed to Step 3, the parties will have thirty (30) calendar days in which to meet and attempt to resolve the grievance. Following this meeting, the University will have ten (10) working days to respond in writing to the grievance. From receipt of this University response, the Union will have ten (10) working days to signify in writing its intention to invoke the arbitration procedure as set out in section 35.04.

(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 or arbitration procedure if so requested by either party.

35.04 Arbitration

- (A) If arbitration was invoked in accordance with Step 3 of the Grievance Procedure, then the grieving party may refer the difference to arbitration for final and binding settlement. When such a referral is made, the parties will agree on a single arbitrator. Failing agreement, either party may request the Minister of Labour to make the appointment.
- (B) The parties shall make every effort to ensure the speedy dispatch of arbitration cases.
- (C) The Arbitrator shall issue her/his award within thirty (30) working days of the conclusion of the hearing. If the arbitrator fails to deliver a decision within this time limit, the parties shall make an immediate joint request to the arbitrator for prompt delivery of a decision.
- (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 and Wages****Rates effective April 1, 1991**

Job Title	A	B	C
<u>Pay Grade 1</u>			
Clerk 1	1830 12.04	1892 12.45	1958 12.88
Library Assistant			
Data Control Clerk 1			
Bindery Operator 1			
<u>Pay Grade 2</u>			
Secretary 1	1892 12.45	1958 12.88	2028 13.34
Data Entry Operator Trainee			
Printing Operator 1			
<u>Pay Grade 3</u>			
Clerk 2	1958 12.88	2028 13.34	2096 13.79
Clinical Office Assistant 1			
Library Assistant 2			
Staff Room Attendant			
Data Control Clerk 2			
<u>Pay Grade 4</u>			
Secretary 2	2028 13.34	2096 13.79	2166 14.25
Clinical Office Assistant 2			
Data Entry Operator			
Junior Costume Assistant			
Junior Stage and Lighting Assistant			
Bindery Operator 2			
Printing Operator 2			
Typesetter 1			
Layout & Paste-up Assistant			
<u>Pay Grade 5</u>			
Secretary 3	2096 13.79	2166 14.25	2236 14.71
<u>Pay Grade 6</u>			
Clerk 3	2131 14.02	2201 14.48	2271 14.94
Senior Data Control Clerk			
Senior Data Entry Operator			
Library Assistant 3			
Clinical Office Assistant 3			
Typesetter 2			
Clinical Secretary 1			

Job Title	A	B	C
<u>Pay Grade 7</u>			
	2236	2306	2374
Costume Assistant	14.71	15.17	15.62
Properties Assistant			
Stage and Lighting Assistant			
Computer Operator Trainee			
Secretary 4			
Printing Operator 3			
Word Processing Coordinator			
<u>Pay Grade 8</u>			
	2374	2443	2512
Library Assistant 4	15.62	16.07	16.53
Clinical Secretary 2			
Programme Assistant			
Data Entry Supervisor			
Administrative Clerk			
Data Control Supervisor			
Editorial Assistant			
Secretary 5			
Word Processing Supervisor			
<u>Pay Grade 9</u>			
	2547	2619	2687
Buyer 1	16.76	17.23	17.68
Library Assistant 5			
Assistant Programmer			
Costume Specialist			
Properties Specialist			
Stage & Lighting Specialist			
<u>Pay Grade 10</u>			
	2722	2792	2862
Buyer 2	17.91	18.37	18.83
Computer Operator			
<u>Pay Grade 11</u>			
	2899	2965	3038
Buyer 3	19.07	19.51	19.99
Senior Computer Operator			

36.02 Pay Grades and Wages

Rates effective March 31, 1992

Job Title	A	B	C
<u>Pay Grade 1</u>			
Clerk 1	1852 12.18	1914 12.59	1980 13.03
Library Assistant			
Data Control Clerk 1			
Bindery Operator 1			
<u>Pay Grade 2</u>			
Secretary 1	1914 12.59	1980 13.03	2050 13.49
Data Entry Operator Trainee			
Printing Operator 1			
<u>Pay Grade 3</u>			
Clerk 2	1980 13.03	2050 13.49	2118 13.93
Clinical Office Assistant 1			
Library Assistant 2			
Staff Room Attendant			
Data Control Clerk 2			
<u>Pay Grade 4</u>			
Secretary 2	2050 13.49	2118 13.93	2188 14.39
Clinical Office Assistant 2			
Data Entry Operator			
Junior Costume Assistant			
Junior Stage and Lighting Assistant			
Bindery Operator 2			
Printing Operator 2			
Typesetter 1			
Layout & Paste-up Assistant			
<u>Pay Grade 5</u>			
Secretary 3	2118 13.93	2188 14.39	2258 14.86
<u>Pay Grade 6</u>			
Clerk 3	2153 14.16	2223 14.63	2293 15.09
Senior Data Control Clerk			
Senior Data Entry Operator			
Library Assistant 3			
Clinical Office Assistant 3			
Typesetter 2			
Clinical Secretary 1			

Job Title	A	B	C
<u>Pay Grade 7</u>			
	2258	2328	2396
Costume Assistant	14.86	15.32	15.76
Properties Assistant			
Stage and Lighting Assistant			
Computer Operator Trainee			
Secretary 4			
Printing Operator 3			
Word Processing Coordinator			
<u>Pay Grade 8</u>			
	2396	2465	2534
Library Assistant 4	15.76	16.22	16.67
Clinical Secretary 2			
Programme Assistant			
Data Entry Supervisor			
Administrative Clerk			
Data Control Supervisor			
Editorial Assistant			
Secretary 5			
Word Processing Supervisor			
<u>Pay Grade 9</u>			
	2569	2641	2709
Buyer 1	16.90	17.38	17.82
Library Assistant 5			
Assistant Programmer			
Costume Specialist			
Properties Specialist			
Stage & Lighting Specialist			
<u>Pay Grade 10</u>			
	2744	2814	2884
Buyer 2	18.05	18.51	18.97
Computer Operator			
<u>Pay Grade 11</u>			
	2921	2987	3060
Buyer 3	19.22	19.65	20.13
Senior Computer Operator			

36.03 Pay Grades and Wages

Rates effective April 1, 1992

Job Title	A	B	C
<u>Pay Grade 1</u>			
Clerk 1	1897 12.48	1959 12.89	2025 13.32
Library Assistant			
Data Control Clerk 1			
Bindery Operator 1			
<u>Pay Grade 2</u>			
Secretary 1	1959 12.89	2025 13.32	2095 13.78
Data Entry Operator Trainee			
Printing Operator 1			
<u>Pay Grade 3</u>			
Clerk 2	2025 13.32	2095 13.78	2163 14.23
Clinical Office Assistant 1			
Library Assistant 2			
Staff Room Attendant			
Data Control Clerk 2			
<u>Pay Grade 4</u>			
Secretary 2	2095 13.78	2163 14.23	2233 14.69
Clinical Office Assistant 2			
Data Entry Operator			
Junior Costume Assistant			
Junior Stage and Lighting Assistant			
Bindery Operator 2			
Printing Operator 2			
Typesetter 1			
Layout & Paste-up Assistant			
<u>Pay Grade 5</u>			
Secretary 3	2163 14.23	2233 14.69	2303 15.15
<u>Pay Grade 6</u>			
Clerk 3	2198 14.46	2268 14.92	2338 15.38
Senior Data Control Clerk			
Senior Data Entry Operator			
Library Assistant 3			
Clinical Office Assistant 3			
Typesetter 2			
Clinical Secretary 1			

ERRORS AND OMISSIONS EXCEPTED

Job Title	A	B	C
<u>Pay Grade 7</u>			
	2303	2373	2441
Costume Assistant	15.15	15.61	16.06
Properties Assistant			
Stage and Lighting Assistant			
Computer Operator Trainee			
Secretary 4			
Printing Operator 3			
Word Processing Coordinator			
<u>Pay Grade 8</u>			
	2441	2510	2579
Library Assistant 4	16.06	16.51	16.97
Clinical Secretary 2			
Programme Assistant			
Data Entry Supervisor			
Administrative Clerk			
Data Control Supervisor			
Editorial Assistant			
Secretary 5			
Word Processing Supervisor			
<u>Pay Grade 9</u>			
	2614	2686	2754
Buyer 1	17.20	17.67	18.12
Library Assistant 5			
Assistant Programmer			
Costume Specialist			
Properties Specialist			
Stage & Lighting Specialist			
<u>Pay Grade 10</u>			
	2789	2859	2929
Buyer 2	18.35	18.81	19.27
Computer Operator			
<u>Pay Grade 11</u>			
	2966	3032	3105
Buyer 3	19.51	19.95	20.43
Senior Computer Operator			

36.04 Pay Grades and Wages

Wage rate schedules for the period January 1, 1993 to April 1, 1994 cannot be included at the time of printing because their calculation depends upon information not yet available. Only at the end of the month immediately before the effective date of each increase will the parties know the total payroll and total number of "full-time equivalents" (for example, one (1) 65% part-time + one (1) 35% part-time = 1 full time equivalent).

The calculations is made as follows:

Total payroll for CUPE 2950 members as of end of month
immediately before the increase x Percentage Increase = flat rate increase
number of full time equivalents for same month per member

All increases will be paid as a flat dollar amount on all classifications rounding off to below 0.5 dollar down and 0.5 dollar and above up.

36.05 Pay Grades and Wages

Rates effective January 1, 1993

A 1% Equity increase. Every reasonable effort will be made to distribute pay grade schedules to members by the end of the month in which the increase occurs.

36.06 Pay Grades and Wages

Rates effective April 1, 1993

A 3% General Wage Increase and a 1% Equity increase. Every reasonable effort will be made to distribute pay grade schedules to members by the end of the month in which the increase occurs.

36.07 Pay Grades and Wages

Rates effective January 1, 1994

A 1.0% Equity increase. Every reasonable effort will be made to distribute pay grade schedules to members by the end of the month in which the increase occurs.

36.08 Pay Grades and Wages

Rates effective April 1, 1994

A 1.0% Equity increase. Every reasonable effort will be made to distribute pay grade schedules to members by the end of the month in which the increase occurs.

Increment Policy

Employees who are hired or promoted on or after July 1, 1986 will be paid incremental increases upon the first calendar day following the employee's anniversary date.

(It is understood that hourly rates shall be 1/152 of monthly rates.)

ERRORS AND OMISSIONS EXCEPTED

ARTICLE 37 - DURATION OF THE COLLECTIVE AGREEMENT

37.01

This Agreement shall be in force effective from **April 01, 1991 until April 01, 1994.**

Either party to this Agreement may at any time within four (4) months immediately preceding the expiry of the Agreement, by written notice, require the other party to commence collective bargaining. Failing agreement by April 1, 1994 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 24th day of March, 1992 .

ON BEHALF OF THE UNIVERSITY
OF BRITISH COLUMBIA

ON BEHALF OF THE CANADIAN
UNION OF PUBLIC EMPLOYEES
LOCAL 2950

D.W. Strangway
President

V. Wilson
President

A.B. Gellatly
Vice-President,
Administration and Finance

A. Hutchison
Chairperson,
Contract Committee

F. Eastham
Associate Vice President
Human Resources

LETTER OF AGREEMENT

RE: TRAINING

Where changed job procedures require the use of data entry systems, the University will provide on-the-job training to the incumbent.

"Stephen Gorham"
For the University

"Joe Denofreo"
For the Union

Date: March 24, 1992

LETTER OF AGREEMENT

RE: VACANCIES REQUIRING SPECIFIC QUALIFICATIONS

The University and the Union agree to identify jointly, those positions within the Bargaining Unit whose qualification requirements differ from the norm of the classification sufficiently that without those specific qualifications, an employee transferred or appointed to the position would not be able to perform the job satisfactorily within a three-month period. A list will be created of these agreed upon positions. It is agreed that employees will not be internally placed, recalled or hired into the positions on this list without the specific qualifications. This list can only be amended by agreement of the parties.

"Stephen Gorham"
For the University

"Joe Denofreo"
For the Union

Date: March 24, 1992

LETTER OF AGREEMENT

RE: ARTICLE 30.06 (C) MEDICAL AND DENTAL APPOINTMENTS

It is understood and agreed that:

1. **Employees are entitled to 3.5 hours per month for use for medical or dental appointments. Employees may use the 3.5 hours if necessary all at one time, or in pieces (eg. three one-hour parcels at the end of the working day).**
2. **On average employees will not use more than 3.5 hours in a month for the purpose of medical appointments. When an employee exceeds 3.5 hours for this purpose, then the University will average usage over the twelve months immediately preceding the current month; if the employee has not averaged 3.5 hours over the previous 12 months, then additional time for appointments is available to the employee up to the maximum potential usage of 42 hours. By referencing the moving average over the twelve most recent months, employees are able to 'wipe out' months of high usage systematically. If the employee's usage exceeds 42 hours, then payment for the medical appointment is deducted from the employee's accumulated sick leave bank. If the bank has run out, then the pay for the time will be deducted from the employee's next cheque.**

"Stephen Gorham"
For the University

"Joe Denofreo"
For the Union

Date: March 24, 1992

LETTER OF AGREEMENT

RE: ARTICLE 30.07 MATERNITY AND ADOPTION LEAVE

At the option of the employee, and notwithstanding the provisions of Article 30.07(F), and provided the employee is eligible for and receives the benefits of the applicable provisions of the Unemployment Insurance Act, during the term of this collective agreement, the following procedure shall apply to the payment of normal salary, for the first two weeks of maternity or adoption leave and to the payment of the difference between the payment received by an employee under the terms of the Unemployment Insurance Act and the employee's monthly salary for the period of time during which Unemployment Insurance payments were received:

- (1) The University shall pay to the employee 95% of her/his normal salary, for the first two (2) weeks of the maternity or adoption leave.
- (2) During the following fifteen (15) weeks of the maternity leave, or the following ten (10) weeks of the adoption leave, the University shall pay to the employee the difference between 95% of her/his normal salary, and the payment received under the provisions of the Unemployment Insurance Act.
- (3) The employee's share of benefit plan premiums/contributions during the period of the maternity or adoption leave shall be deducted from the salary difference paid to the employee by the University.
- (4) Any period of leave of absence beyond the periods specified in (2) above shall be without pay, and the employee shall be responsible for the prepayment of her/his share of benefit plan premiums/contributions in accordance with Articles 30.01(D) and 30.07(D).
- (5) Upon return to work after maternity or adoption leave and, where applicable, any additional leave of absence without pay, the University will pay to the employee 5% of her/his monthly salary for the first two (2) weeks of the leave and for the period of time Unemployment Insurance benefits were received.
- (6) Notwithstanding the provisions of Article 1.01, the employee shall make a written agreement with the University on a form (a copy of which is attached and forms part of this Letter of Agreement) which shall be signed by the employee in the presence of a shop steward or other representative of the Union and which provides the following:
 - (A) The employee shall make a commitment to return to work at the end of the maternity or adoption leave and, where applicable, any additional leave of absence without pay.

(B) The employee shall agree to repay to the University the gross salary paid to the employee during the first two weeks of the maternity or adoption leave and the gross salary difference which was paid to the employee for balance of the maternity or adoption leave, including the employee's share of the benefit plan premiums/contributions which were deducted during the maternity/adoption leave, if she/he fails to return to work, or resigns or is dismissed for just cause within six (6) months of return to work.

7) If the employee refuses to make an agreement under (6) above, or chooses not to exercise the option established in this Letter of Agreement, the provisions of Article 30.07(F) shall apply.

"Stephen Gorham"
For the University

"Joe Denofreo"
For the Union

Date: March 24, 1992

LETTER OF AGREEMENT

RE: **ARTICLE 30.07 MATERNITY AND ADOPTION LEAVE - LETTER OF AGREEMENT**

The University and the Union agree to amend the Letter of Agreement re: Article 30.07 Maternity and Adoption Leave dated 1992 March 24, effective 1992 April 7, by adding the following provision:

(8) The benefits constituting the Supplemental Unemployment Benefits (SUB) Plan, which are specified in Paragraphs (1) and (2) above, are payable as stipulated in Appendix I - SUB Plan, attached.

"Stephen Gorham"
For the University

"Greg Fisher"
For the Union

Date: June 22, 1992

APPENDIX I - SUB PLAN

1992 April 06

Chief, Coverage and Premium Policy Division
Canada Employment and Immigration Commission
11th Floor, Phase IV
140 Promenade du Portage
Ottawa/Hull
K1A 0J9

Dear Sir/Madam:

Re: Submission of Supplemental Unemployment Benefits (SUB) Plan
Revenue Canada Taxation Registration Numbers -
LTP320410 and UBC900018

The University has recently concluded a new collective agreement with the Canadian Union of Public Employees (CUPE), Local 2950, which includes provision for a SUB plan for employees receiving Unemployment Insurance Benefits while on maternity or adoption leave.

As requested, the following information is relevant to our application to have the proposed SUB plan approved by your office:

- (1) The group of employees covered by the plan are members of the CUPE, Local 2950 bargaining unit. The number of employees covered by this plan is approximately 1500.
- (2) The plan is to supplement the unemployment insurance benefits received by workers for temporary unemployment caused by pregnancy and adoption.
- (3) Employees must prove that they have applied for and are in receipt of unemployment insurance benefits in order to receive payment under the plan. The University will verify the receipt of UI benefits by requiring the employees to submit UI cheque stubs.

SUB is also payable for the two week UI waiting period for eligible employees, but for no other period during which employees are not receiving UI benefits.
- (4) The benefit level paid under this plan is set at 95% of the employees' regular weekly earnings; the University will pay the difference between 95% of the employee's regular earnings and the amount of UI received by the employee.

In any week, the total amount of SUB payments and the weekly rate of UI benefits will not exceed 95 percent of the employees' weekly earnings.

- (5) This SUB benefit will be paid for a total of 17 weeks for pregnancy (15 weeks plus the two week UI waiting period) and 12 weeks for adoption (10 weeks plus the two week UI waiting period).
- (6) The plan is financed by the employer's general revenue.
SUB payments will be kept separate from payroll records.
- (7) Under the terms of the Memorandum of Agreement, the duration of the SUB plan is technically from March 26, 1992 to April 1, 1994 inclusive (from the date of ratification on, for the life of this collective agreement), but the parties agree that implementation of the plan is contingent upon approval by your office.
- (8) The University will inform the Canada Employment & Immigration Commission in writing of any changes to the plan within thirty (30) days of the effective date of the change.
- (9) Employees do not have a right to SUB payments except for supplementation of UI benefits for the unemployment period as specified in the plan.
- (10) Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits will not be reduced or increased by payments received under the plan.

A copy of the Memorandum of Agreement, which includes a Letter of Agreement outlining the provisions of the SUB plan, is attached for your reference.

"Stephen Gorham"
For the University

"Greg Fisher"
For the Union

Date: June 22, 1992

MATERNITY/ADOPTION LEAVE REPAYMENT AGREEMENT

**IN ACCORDANCE WITH THE LETTER OF AGREEMENT - ARTICLE 30.07 -
MATERNITY AND ADOPTION LEAVE:**

I _____ after consulting with a Union representative
(Employee) (please print)
or shop steward and having full understanding of my obligations, make the
following agreement with the University of British Columbia.

I agree that 95% of my maternity/adoption leave salary differential be paid to me during my leave of absence and the remaining 5% of my maternity/adoption leave salary differential be paid to me upon my return to work, rather than after completing six months service following my leave of absence, and I agree to return to work and remain at work for a minimum of six months. Should I fail to return to work, or having returned to work should I fail to complete six (6) months of service, or if I resign, or if I am dismissed for just cause within six (6) months of my return to work, I agree to repay the University the gross salary received during the first two weeks of maternity/adoption leave and the gross salary difference paid to me during the following weeks of maternity/adoption leave including my share of the benefit premiums/contributions which were deducted during the maternity/adoption leave. I understand that if I do not make the required repayment I may be subject to legal action initiated by the University to regain such payments. My share of the estimated benefit premiums/contributions is:

Medical Plan	\$	_____	Initial	_____
Dental Plan	\$	_____	Initial	_____
Optional Group Life Insurance Plan	\$	_____	Initial	_____
Long Term Disability Insurance Plan	\$	_____	Initial	_____
Pension Plan	\$	_____	Initial	_____

Employee (signature)

Date

University of British Columbia

Union Representative

This signature implies no liability on the part of the Canadian Union of Public Employees, its local union 2950, or the individual union representative.

LETTER OF AGREEMENT

JOB EVALUATION PLAN SUB-COMMITTEE TERMS OF REFERENCE

The University and CUPE, Local 2950 agree to set up a Joint Job Evaluation Sub-committee to develop and recommend to their respective principals for establishment and implementation of a Job Evaluation Plan based on the below.

GENERAL

- (1) The plan will be gender neutral.
- (2) The plan will be point factor system.
- (3) The plan will be customized to the needs of UBC and employees (i.e. no "canned plan").
- (4) The Plan will not limit nor expand management rights as outlined in the collective agreement.
- (5) A joint Sub-committee will be established with three representatives from the Union and three representatives from the University. The three Union representatives will be granted a leave of absence with pay for the period when the sub-committee is meeting and will return to their positions at the end of this leave.

SUB-COMMITTEE RESPONSIBILITIES

- (1) The Sub-committee will set up a work plan which clearly states time lines.
- (2) The Sub-committee will develop a communications plan.
- (3) The Sub-committee will establish a process by which the Job Evaluation project will be implemented. It will be based on the following steps:
 - (a) Job Data Collection
The Sub-committee will design and develop the data collection tool which will be a questionnaire based on the four major compensable factors which are skill, effort, responsibility and working conditions. This questionnaire will include both open and closed ended questions. It will also include "comment" sections should any clarification and expansion be required.
 - (b) Testing
The questionnaire will be distributed to a sample of employees to test the validity of the collection tool and will be finalized with revisions if necessary.
 - (c) Factor Weighting
The Sub-committee will decide the compensable factors and subfactors with clear definitions of each. The Sub-committee will assign weights and points to the factors and sub-factors. Point values will be calculated by applying these weights to their factor levels.

- (4) The Sub-committee will present its findings on the above points (1), (2) and (3) to the respective principals for review and approval.
- (5) Once approval is given the Sub-committee will establish the following:
- (a) Job Data Collection
The questionnaire will be administered to all employees. Where a manager and employee disagree on duties and responsibilities, such disagreements shall be referred to the appeal process.
 - (b) Job Descriptions
Job descriptions will be written by a job evaluation analyst.
 - (c) Evaluation
Using information contained in the completed questionnaires and job descriptions the point value for each position will be determined.
 - (d) Results
A process will be established by which results will be reviewed and any positions with point values which do not appear reasonable will be subject to a detailed review using the completed questionnaires and job descriptions and, if necessary, site visits and interviews.
 - (e) Appeal
The Sub-committee will establish an appeal process that will include firstly, recourse to the Sub-committee and then to an independent third party as per the Letter of Agreement Re: Expedited Arbitration. Jurisdiction of the Arbitrator shall be limited to the issue(s) in dispute.
- (6) The Sub-committee will present its plan on the above point (5) to the respective principals for review and approval. Once final approval is given by the principals, the plan will be implemented.
- (7) All information relevant to job value will be made available to the Sub-committee.
- (8) The Sub-Committee is not authorized to deal with the issue of compensation. However, it is recognized that the principal of "red circling" (no employee shall suffer a reduction in wages) will be incorporated in the implementation of the resulting compensation adjustments.
- (9) The implementation date for Job Evaluation is April 1, 1995. The parties will negotiate wage structure and increases.

"Stephen Gorham"
For the University

"Joe Denofreo"
For the Union

Date: March 24, 1992

LETTER OF AGREEMENT

RE: JOINT COMMITTEE ON JOB STANDARDS (Article 31.01)

The University and the Union agree to set up a committee to review and make recommendations for revision of current and/or the creation of new Job Descriptions (commonly known as Job Standards). The committee will consist of not more than three representatives of the University and not more than three representatives of the Union. The University and the Union agree to have their first meeting not later than three months after the ratification of the collective agreement and the committee shall disband not later than six months after the ratification of the Collective Agreement. Both parties will take the committee's recommendations back to their principals for their respective approval.

"Stephen Gorham"
For the University

"Joe Denofreo"
For the Union

Date: March 24, 1992

LETTER OF AGREEMENT

EXPEDITED ARBITRATION

On a trial basis, for the term of the collective agreement, the parties agree to the following letter of agreement:

1. The parties shall determine, by mutual agreement, those grievances suitable for expedited arbitration.
2. Those grievances agreed to be suitable for expedited arbitration shall be scheduled within one (1) month.
3. The location of the hearings is to be agreed by the parties.
4. All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.
5. Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance. If this occurs, the cost will be borne in accordance with Section 112 of the Industrial Relations Act.
6. Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.
7. The decision of the arbitrator is to be completed and mailed to the parties within ten (10) working days of the hearing.
8. The parties shall equally share the costs of the fees and expenses of the arbitrator.
9. The expedited arbitrators, who shall act as sole arbitrators, shall be Judy Korbin and Vincent Ready.
10. The expedited arbitrator shall have the same powers and authority as an arbitrator established under the provisions of Article 35.04, except for Article 35.04 (A), (B) and (C).
11. All decisions of the arbitrator are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.
12. The parties agree that all disputes arising under the Job Evaluation Letter of Agreement shall be referred to expedited arbitration.

"Stephen Gorham"
For the University

"Joe Denofreo"
For the Union

Date: March 24, 1992

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