

**Association of University
& College Employees,
Local 1 (UBC)**

**UNION
CONTRACT**

**OCTOBER. 1, 1975 -
SEPT. 30, 1976**

**Covering Clerical & Library
Workers at UBC**



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YOUR UNION CONTRACT

This is the collective agreement between Local No. 1 of the Association of University and College Employees (AUCE) and the University of British Columbia. It establishes wages and working conditions for clerical and library employees of UBC who are covered by AUCE's certification.

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

If you have any questions or problems concerning the contract or its interpretation, contact your steward or the AUCE office. The union office is located at 2162 Western Parkway in the Village (above Mac's Milk), phone 224-5613.

THIS AGREEMENT made and entered into by and
BETWEEN:

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

AND

THE ASSOCIATION OF UNIVERSITY AND
COLLEGE EMPLOYEES, LOCAL # 1 (UBC)
(hereinafter referred to as the Union)

ARTICLE 1 — GENERAL PURPOSE

1.01

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

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

ARTICLE 2 — RECOGNITION

2.01

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

ARTICLE 3 — DEFINITION OF EMPLOYEES

3.01 Employee

The term employee shall mean any person employed by the University who is covered by the certification grant-

ed the Union by the Labour Relations Board of British Columbia on April 11, 1974 and varied on May 21, 1974.

3.02 Continuing Full-Time Employee

A *continuing 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). Such employees will be paid by the month.

3.03 Continuing Part-Time Employee

A *continuing part-time employee* shall mean any employee who works on a continuing basis but who normally works less than 35 hours per week, or 70 hours per two consecutive weeks, as defined in Article 28.02 (a). Such employees will be paid either by the month or by the hour.

3.04 Sessional Employee

A *sessional employee* is any employee who:

- (a) works on a full-time or part-time basis for recurring periods approximately coinciding with the University Winter Session, or
- (b) works on a full-time or part-time basis for recurring periods approximately coinciding with the University Inter-/Summer Session (i.e. approximately May 1 — Aug. 31).

Such employees shall be paid by the month or by the hour at the rate for the appropriate classification as outlined in this Agreement.

3.05 Probationary Employee

A *probationary employee* shall mean a new employee serving a trial period of employment to determine suitability. This probationary period shall be three (3) calendar months.

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 10 scheduled hours in any one week. Such student assistants may work more than 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 10 scheduled hours per week shall be considered an employee as defined in section 1 above. 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 Temporary Employee

A *temporary employee* shall mean any employee who works on a temporary or casual basis. Such employees shall be paid by the hour at the rate for the appropriate classification as outlined in this agreement. If temporary employment continues for longer than three months of unbroken service, the employee shall be considered either "*continuing part-time*" or "*continuing full-time*". Unbroken service means regularly scheduled service. Intermittent service shall be treated in the same manner if and when the total time of accumulated service is greater than sixty-six (66) working days. Having completed sixty-six working days of service, the *temporary employee* shall be considered to have completed her/his probationary period and become a *continuing employee*.

The above policy applies to the individual employee and not to the position occupied by the employee.

Upon becoming "*continuing*", the employee shall have the right to be placed either on the Continuing Employees' Recall List (for recall to a continuing position) or on the Temporary Employee's Recall List (for recall to a

temporary position) or both; and shall become subject to the provisions of Article 34.09 and 34.10.

3.08 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,

- i) shall receive a lifetime University Library card, renewable yearly
- ii) 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.

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

ARTICLE 4 — PROBATIONARY PERIOD

4.01 Duration

An employee shall be on probation for the first three (3) calendar months of her/his employment.

4.02 Training Period for Transfer or Promotion

(See Article 34.07).

4.03 Rights

The *probationary employee* shall be entitled to all the rights and privileges of this agreement, subject to Article 33.03 (Discharge).

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, nor will they 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, laid off, recalled or resigns. 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

It is understood that layoff, attrition, or changes in University procedures or methods of operation, may necessitate a redistribution of job duties in the affected work area. The University agrees that an employee's workload will not be unreasonably increased as a result of such a redistribution of job duties.

5.05 Pay for Casual Labour

Persons, other than student assistants, performing duties normally done by employees bound by this Agreement shall not be paid at less than said employees' regular rates of pay as outlined in this Agreement.

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 pay date following the completion of thirty (30) calendar days of employment.

6.03 Collection of Dues

Before the eleventh (11th) working day of each month, the University will forward the collected dues, by cheque, to the Treasurer of the Union, together with a detailed list of names of employees and their social insurance numbers, departments and amounts deducted.

6.04 Notification

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

ARTICLE 7 — UNION ACTIVITY

7.01 Contacting at Work

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

7.02 Full Time Leave of Absence

A leave of absence without pay of up to one year will be granted to any employee who has been elected to a full-

time office or position in the Union. Any employee so elected must give one (1) month's notice to the University. Further leave may be granted by mutual consent. Seniority shall accumulate during such employee's leave of absence of up to one year but no longer. The employee shall also be allowed to continue with all the University's Benefit Plans and the employee shall pay the full premium of these plans. Upon return to work, the employee shall be placed in her/his former position provided leave has not exceeded one year.

7.03 Short Term Leave of Absence

The University agrees to grant wherever possible representatives of the Union leave of absence without pay for Union conventions or to perform other functions on behalf of the Union. Such leave will not be unreasonably withheld. The Union agrees to notify the University at least ten (10) working days in advance.

7.04 One Hour Explanation

The University agrees that a member of the Local Executive or a Steward shall be allowed up to one hour per month, on the first Thursday of each month during regular working hours to meet and discuss the function of the Union with all new employees who have been hired in the previous month in her/his Division. The meetings shall be held near the work place of the employees concerned.

Where it is not possible for all of the new employees in the Division to attend the above meeting the Local Executive member or Steward may, after obtaining the approval of the Department Head or her/his designate, meet with such employees at a time other than that specified above.

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, the employee shall have the right to be accompanied by a steward.

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

8.03 No Loss of Pay

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

8.04 Notification by the Union

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

ARTICLE 9 — NO DISCRIMINATION

9.01 Human Rights

The University agrees 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 and wages.

9.02 Personal Rights

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

9.03 Trade Union Activity

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

ARTICLE 10 — UNION MEETINGS

10.01

The University agrees to allow employees a two — (2) hour lunch from twelve-thirty (12:30) p.m. to two-thirty (2:30) p.m. on the second Thursday of every other month to attend a Union meeting. It is understood that up to three additional meetings per year may be allowed for special purposes if requested. Where it is necessary to keep offices or libraries open during this period, special arrangements will be made upon mutual consent of the department head and steward involved.

ARTICLE 11 — MANAGEMENT RIGHTS

11.01

The management and direction of the working force is vested exclusively in the University.

ARTICLE 12 — STANDING COMMITTEES

12.01 Standing Committees

Pension Plan — (See Article 30.03).

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 University 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 34.06) 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 ($\frac{1}{2}$) 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 may upon request, 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.

13.05 Room Bookings

The University shall permit the Union to book University rooms through Systems Services for meetings of the Union Executive and Union Contract Committee and general membership meetings.

13.06 Community Facilities

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

13.07 Campus Mail

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

13.08 Taxi Vouchers

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

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

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

13.09 Staff Rooms and Facilities

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

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

ARTICLE 14 — CONSULTATION

(See Article 24.05).

ARTICLE 15 — THE UNION LABEL

15.01

Employees will be permitted to use the Union Label and to wear Union pins or steward badges.

ARTICLE 16 — COURT DUTY

16.01

An employee who is called for Jury Duty or as a subpoenaed witness shall continue to receive her/his regular pay. The Employee shall turn over to the University any monies she/he receives from the Crown on the days she/he is normally scheduled to work, providing this does not exceed her/his regular pay rate.

ARTICLE 17 — PICKET LINES

17.01

The University and the Union agree that in the event of a strike by members of another union employed by the

University or outside employers, employees covered by the Certification of A.U.C.E., Local #1 shall not be discriminated against nor be subject to dismissal for refusing to cross an established picket line, provided that:

- (a) the strike is the result of a labour dispute;
- (b) having been duly authorized by the membership, the Union Executive will inform the University, in writing, as soon as possible that they regard the picket line which has been set up as a bona fide picket line;
- (c) adequate arrangements for essential services in the hospitals are established.

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

ARTICLE 18 — BULLETIN BOARDS

18.01

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

ARTICLE 19 — TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES

19.01 Purpose

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

19.01 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 in which she/he is employed.

19.03 Changes — Not Technological

Changes over which the University has no control in the demands for services or programs, shall not be considered technological change and will not be subject to the provisions of Article 19 of this contract.

19.04 Notice of Intent

Before such changes (as outlined in Section 2) can come into effect, the University will provide the Union with at least three (3) months notice of intention to introduce automation, equipment or procedures which might result in displacement or reduction of personnel or in changes of job classification.

19.05 Retraining

Employees becoming redundant due to new equipment or procedures shall be eligible for retraining to equip them for the operation of such new equipment or procedure. An employee may choose not to accept the retraining and in so choosing, shall be placed on the recall list and become subject to the provisions of article 34.09 and 34.10 (Recall procedures).

19.06 Notice of Lay Off due to Technological Change

Persons laid off 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 lay off.

ARTICLE 20 — POLICY
re: COURSES (SKILL-UPGRADING)

20.01

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

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

ARTICLE 21 — PERSONAL STUDY BENEFITS

21.01 Tuition Waiver

On completion of the probationary period, a *continuing full-time employee* shall be entitled to take one U.B.C. credit or non-credit course per term. The tuition shall be free, 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 17½ or more hours per week.

21.02 Location

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

21.03 Credit/Not-Credit Courses

Both Credit and non-credit courses may be taken.

21.04 Courses During Working Hours

An employee may take one 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 Section 1 (Tuition Waiver) must first complete the APPLICATION FOR TUITION WAIVER, available from the Personnel Office, and return the form to the Personnel Office for authorization. The Personnel Office will verify the employee's eligibility for tuition waiver, complete the AUTHORIZATION section and return the necessary copies to the employee.

21.06 Graduate Studies

This benefit does not apply to Graduate Studies courses.

21.07 Minimum Enrollment Requirements

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

ARTICLE 22 — PROTECTIVE CLOTHING

(See Article 24.07).

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, or (b) restriction of opportunity of promotion. Any employee so affected shall be given the opportunity to reply in writing, and/or have recourse through the grievance procedure.

Should the accuracy of an entire document or part thereof be disputed and successfully grieved, said document, or part thereof, shall be removed from the file.

ARTICLE 24 — WORKING CONDITIONS

24.01

The University agrees to maintain good working conditions in the employee's work areas. The Workers' Compensation Board regulations shall constitute the minimum standards for safe working conditions and it is understood that changes beyond such minimum standards may be requested.

24.02

Where working conditions impose immediate danger on an employee's health, the employee may refuse to work under such conditions without loss of pay until the situation has been corrected or until the University Safety Committee has made arrangements to remedy the situation causing the danger.

24.03 Working Conditions Committee

The Union shall establish a Working Conditions Committee and inform the University of its members. The University shall recognize this Committee and its duties outlined below.

- (a) To research problems in the areas of health and safety which are special to office and library workers, and to notify the University regarding any problems which occur in employees' working conditions.
- (b) To meet with the University representatives until a mutually acceptable mechanism for staff representation on building design committees has been established. (See section 4, this article).

24.04 Union Representation

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

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

24.05 Consultation

- (a) Where new or additional equipment is required, affected employees must be consulted prior to purchase or rental.
- (b) Where renovations (which may affect the working area of the employees) are planned for an existing building, employees from the working areas concerned shall be consulted regarding such renovations, before renovating may begin.

24.06 Lighting

In present buildings, employees will be seated in working areas close to windows at eye level wherever reasonably possible. In this regard, where it is necessary

to rearrange the work area, there shall be mutual agreement between the University and the employees affected.

24.07 Protective Clothing

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

ARTICLE 25 — PERMANENT LIBRARY CARD

25.01

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

ARTICLE 26 — STATUTORY HOLIDAYS

26.01 Definition

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

26.02 List of Statutory Holidays

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

New Year's Day
Good Friday
Easter Monday

B.C. Day
Labour Day
Thanksgiving Day

Victoria Day
Dominion (Canada) Day

Remembrance Day
Christmas Day
Boxing Day

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

26.03 Compensation for Statutory Holidays Falling on Scheduled Days Off

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

26.04 Pay for Work on Statutory Holidays

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

26.05 University Holidays

- (a) A University Holiday is defined as any day other than a Saturday, Sunday or General (Statutory) Holiday on which the University is officially closed. The rate of pay for University Holidays shall be that which the employee would have received if she/he had worked.
- (b) An employee who works on a University Holiday shall choose either to receive an extra day's pay at the regular rate for her/his regular hours of work, as defined in Article 28 (Hours of Work), or to take one day off, with pay, at the regular rate for her/his regular hours of work, 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 University holidays exceeds 11 per year, employees working the 3-day weeks shall schedule an extra $4\frac{2}{3}$ hours work for each such holiday taken in excess of 11, to compensate for the extra time off. This make-up time shall be scheduled by advance arrangement with the Department Head. Alternatively, the employee may elect to have an equivalent pay deduction based on her/his rate of pay excluding shift differential.

ARTICLE 27 — VACATIONS

27.01 Definition of Terms

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

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

27.02 Vacation Schedule for First Incomplete Year

Each employee shall receive during the first incomplete (first calendar year) year of service one and one-quarter ($1\frac{1}{4}$) working days for each month worked prior to December 31st with the right to take days as they are accumulated. Employees with less than three (3) weeks vacation entitlement shall be entitled to carry over one week of vacation entitlement to take the following year. However, arrangements may be made to carry over up to a maximum of two (2) weeks vacation entitlement by mutual consent between the Department and the employee concerned.

27.03 Vacation Schedule for Second Calendar Year

Employees in their second calendar year may take their vacation entitlement of 1¼ days per month as it is accrued. Alternatively, such employees may take their full annual vacation entitlement of 3 weeks, or portion thereof, at any time in the 2nd calendar year. In this event the employee shall receive vacation pay only for entitlement already accrued. Payment for vacation entitlement unearned at the time of vacation will be paid monthly as it is accrued.

27.04 Vacation Schedule

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

Three (3) weeks during the second (2nd) calendar year.

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

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

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

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

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

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

27.05 Accumulation or Carry-Over of Vacations

Employees with three (3) weeks vacation entitlement or more shall be entitled to bank up a maximum of two (2) weeks vacation and take the banked vacation 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 section 3 of this article. The time of vacation is to be determined by mutual agreement between the Department and the individual employee.

27.07 Vacation Scheduling

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

27.08 Conflict in Vacation Schedule

Scheduling of vacations shall be on the basis of seniority where there is a conflict of scheduling between employees. Employees desiring to take holidays in broken periods shall be entitled to do so by mutual agreement between the Department Head and the employee concerned.

27.09 Termination

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

27.10 Compensation for Holidays Falling within Vacations

Should a Statutory Holiday or University 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 3.08), 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, upon giving fifteen (15) calendar days prior notice, receive on the last working day preceding commencement of their vacation any cheques which would normally fall due during the period of their vacation.

27.13 Approved Leave of Absence during Vacation

Where an employee is eligible for sick leave while she/he is on vacation, there shall be, on application, special arrangements made where serious illness or accident can be proven, with the intent not to lose vacation time.

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 lay-off.

ARTICLE 28 — HOURS OF WORK

28.01 Terms

- (a) The week shall be understood to begin at 12:01 a.m. Sunday and shall end at 12:00 midnight the Saturday following.
- (b) "Month" shall mean the calendar month.
- (c) "Standard Work Week" shall mean a five (5) day work week from Monday through Friday, seven (7)

working hours per day approximately coinciding with the hours of 8:00 a.m. to 5:00 p.m.

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

28.02 Work Day and Work Week

- (a) The normal hours of work for all *full-time employees* shall be thirty-five (35) hours per week, or seventy (70) hours per two consecutive weeks.
- (b) The employees in each department or library division, under guidelines of this Article, shall decide which form of week they will work, subject to approval of the Department Head. Departmental approval shall not be unreasonably withheld.
- (c) The four basic forms of work week shall be:
 - 1) Seven (7) hours per day, five (5) days per week;
 - 2) Eight and three-quarter ($8\frac{3}{4}$) hours per day, four (4) days per week;
 - 3) Seven and three-quarter ($7\frac{3}{4}$) hours per day, nine days per two-week period;
 - 4) Eleven and two-thirds ($11\frac{2}{3}$) hours per day, three (3) days per week.

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

28.03

(a) Meal Periods

Employees shall have the right to take one (1) continuous period for meals approximately in the middle of any shift of not less than thirty (30) minutes and not more than one (1) hour. However, the time and duration of the meal period shall be the employee's decision providing that departmental requirements are met. In departments where complex scheduling is

required, the department head or designate will make up the schedule after the employees have submitted their preferences, which will be met where reasonably possible.

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

(b) *Relief Periods*

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

28.04 Split Shifts

There shall be no split shifts.

28.05 Shift Work

(a) *Definition of Shift Hours*

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

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

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

(b) *Shift Differential (Inconvenience Pay)*

Employees working on a shift basis shall receive a pay differential as follows:

thirty-three (33) cents per hour for each hour worked on the evening shift.

fifty (50) cents 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 weeks in advance.

- (ii) Each employee working on a shift basis shall be entitled to three weekends off in every four weekends. This may vary upon mutual consent of the employee and the Department Head concerned.
- (iii) There will be a minimum of twelve consecutive hours off-duty between the completion of one work shift and the beginning of the next. This may vary upon the mutual consent of the employee and the supervisor concerned.
- (iv) All shifts shall be rotated on an equal basis, insofar as possible, amongst the employees who are involved in the shift work.
Employees may, voluntarily, work on a specific shift. Such an arrangement may be made with the mutual consent of the employees concerned and the Department Head.
- (v) Any employee given less than one (1) week's notice of a shift change shall be paid at overtime rates (as per Article 29) for all hours worked on the changed shift, up to one week from the date of notice. However, no employee shall receive overtime rates for more than three (3) days on the changed shift. Shift changes shall include any change in hours of work, including changes within any given shift category (e.g., a change from 2:00 p.m./10:00 p.m. to 3:00 p.m./11:00 p.m. shall constitute a shift change.)

The employee shall choose whether to take the

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

(d) *Overtime for Shift Workers*

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

(e) *Split Shifts for Shift Workers*

There will be no split shifts for shift workers.

ARTICLE 29 — OVERTIME

29.01 Definition

- (a) Overtime for *continuing full-time employees* and for *temporary and sessional employees* who work on a full-time basis is that time worked in excess of each employee's regular work day (as defined in Article 28.01 (e)).
- (b) Overtime for *continuing part-time employees* and for *temporary and sessional employees* who work on a part-time basis is that time worked in excess of 35 hour per week.

29.02 Overtime Premium

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

29.03 Overtime Worked on a Weekend

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

29.04 Overtime Worked on a Statutory Holiday

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

29.05 Time Off in Lieu of Overtime

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

29.06 Paid Meal Period (Overtime)

All employees requested to work overtime beyond their regular work day shall be allowed a one-half ($\frac{1}{2}$) 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 and receive a leave of absence.
- (b) Every effort shall be made by the employer to comply with an employee's request for such leave. Permission shall be obtained in writing from the Department Head. Refusals for such leave must be given in writing to the employee with reasons for refusal stated.
- (c) Upon return to work the employee shall be placed in her/his former position.
- (d) During leave of absence employees shall accrue seniority for up to one month. The University agrees to maintain employees on the Medical and Dental Plan during a leave of absence without pay for up to one month, subject to Section 5(a) of this Article.
- (e) Where a Statutory Holiday falls within a period of leave of absence, 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 where appropriate by the Personnel Director. Such leave will not be charged to other accrued time off.
- (b) An employee shall be entitled to one-half day leave of absence with pay to attend a funeral upon notification to the Department Head.
- (c) If longer leave is required under (a) above, it shall be applied for under section 1 (a) of this Article (Leave of Absence Without Pay).

30.03 Pension Plan

The University and the Union agree that a joint Union/ Management committee will be set up to study Pension Plan, Group Life Insurance and Disability Insurance proposals and to consider the needs and requirements of employees. This committee shall consist of three (3) members from the Union, three (3) members from the University, and one (1) non-voting member from the Pension Board.

30.04 Daycare

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

30.05 Medical and Dental Plan

- (a) The employer shall pay fifty percent (50%) of the

monthly contribution to the Medical and Dental Plan.

- (b) Upon appointment to employment all *continuing and sessional employees* shall be eligible to participate in the Medical Plan as outlined in Section 5(a) of this article.
- (c) After three (3) months employment all *continuing and sessional employees* shall be eligible to participate in the Dental Plan as outlined in Section 5(a) of this article, provided she/he works a minimum of 20 hours per week.
- (d) After 66 days of accumulated service *temporary employees* shall be eligible to participate in the Medical Plan as outlined in Section 5(a) of this article.

30.06 Sick Leave

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

- (a) No employee shall be severed or lose seniority because of illness.
- (b) *Proof Illness*
 - (i) Where an employee is absent through illness, she/he must report by telephone or otherwise to the University department where she/he works.
 - (ii) On return after absence, a proof of illness must be provided on the standard form provided.
 - (iii) In case of illness exceeding six (6) days, report by telephone or otherwise must be made to the Department concerned each week whenever possible.
 - (iv) A medical certificate may be requested from an employee where there would appear to be excessive use of sick leave or where there is a return to work after a prolonged illness.
- (c) Absence of one-half day for medical or dental appointments shall not be deducted from an employee's sick leave credits nor shall any pay be

deducted. There shall not normally be more than an average of one-half ($\frac{1}{2}$) day per month for this purpose. Excessive use of medical or dental appointments may require medical or dental certificates.

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

(e) (i) *Sick Leave Allotment*

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

(ii) *Extended Sick Leave*

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

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

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

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

- (i) All employees returning from sick leave shall return to their original positions.
- (j) *Medical Examinations and Certificates*
Should the University require an employee to submit to a medical examination as a condition of employment the employee may have the examination done by the University at no cost to the individual, or by her/his own doctor at the individual's own expense. The employee shall be provided with a copy of any written report provided by the doctor.
- (k) *Sick Leave Study Committee*
The University and the Union agree that a joint investigation of the Sick Leave Plan presently in effect at Simon Fraser University, sick leave insurance plans, and other sick leave plans will begin within one (1) month of the signing of this contract and that the report and recommendations will be presented to the University and the Union within three (3) months for consideration. It is understood that such a study will involve reviewing the statistical information available on the present plans in effect at the University of British Columbia and comparison with other plans in so far as benefits to employees are concerned, as well as costs. Long term benefits in the case of extended illness will also be one of the terms of reference.

30.07 Maternity Leave

- (a) In case of pregnancy, a *continuing or sessional employee* shall not lose seniority entitlements. She shall receive the benefits of the Maternities Provision of the Unemployment Insurance Act. Upon return to work, the employee shall be reinstated in her former position and the employer shall pay the difference of the benefits received and the employee's monthly salary. After returning to work should the employee resign or be severed for just cause within six months the Union will pay the

University the amount paid by the University to the employee for maternity leave.

- (b) Upon request, the employee shall be granted up to three (3) months leave of absence without pay (Section 1 of this Article), subject to extension upon application to the Personnel Department. Upon return to work the employee shall be reinstated in her former position according to Section 1 of this Article.

30.08 Continuing Part-Time Employee Benefits

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

- (a) *Sick Leave (Article 30.06)*

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

- (b) *Statutory Holidays (Article 26)*

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

- (c) *Medical and Dental Appointments (Article 30.06 (c))*
Continuing part-time employees shall be exempt from this benefit.

- (d) *Compassionate Leave (Article 30.02)*

The *continuing part-time employee* 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 months worked in the previous year.

30.09 Temporary Employee Benefits

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

(a) *Discharge (Article 33)*

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

(b) *Statutory Holidays (Article 26)*

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

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

Temporary employees shall be exempt from this benefit.

(d) *Maternity Leave (Article 30.07)*

Temporary employees shall be exempt from this benefit.

(e) *Compassionate Leave (Article 30.02)*

Temporary employees shall receive pay for compassionate leave on a pro rata basis according to the number of hours worked in the previous month and provided the employee has not been severed and has

worked twenty-two (22) working days in the last twelve months.

- (f) *Vacation Entitlement (Article 27)*
Temporary employees shall accumulate and receive vacation entitlements according to the number of hours worked each month.
- (g) *Lay Off (Article 34)*
Temporary Employees shall receive two (2) weeks notice or two (2) weeks pay in lieu of notice provided that the employee has worked twenty-two (22) working days in the last twelve (12) months.
- (h) *Sick Leave (Article 30.06)*
The *temporary employee* shall be exempt from this benefit.

ARTICLE 31 — JOB DESCRIPTIONS, JOB EVALUATION AND RECLASSIFICATION

31.01 Job Descriptions

The current job descriptions shall be the recognized job descriptions, except as provided for in sub-section a, b and d, until such time as a new Job Evaluation System is implemented through the Job Evaluation Committee.

- (a) The University agrees to provide new or amended job descriptions for Keypunch positions, including Keypunch Operator Trainee, Keypunch Operator, Senior Keypunch Operator, and Keypunch Supervisor within one month after the signing of this agreement:
- (b) The University agrees to provide new and separate job descriptions for the following positions, within three months after the signing of this agreement:

Senior Clerk	Buyer
Accounting Clerk	Office Supervisor
Buyer's Clerk	Senior Accounting Clerk
Staff Room Attendant	Payroll Supervisor
Mail Room Attendant	Administrative Assistant I
	Senior Buyer

- (c) In the above cases (a) and (b) the employees concerned shall receive rates of pay as outlined in Article 36. However, any salary increases which may result shall be retroactive to October 1, 1975.
- (d) Revised or new job descriptions and pay grades will not be implemented until approved by the Union. Written notice of objection must be given by the Union within 30 days of receipt, or such descriptions shall be considered approved.

31.02 List of Job Duties

- (a) Each Department head is responsible for drawing up lists of job duties for each position in her/his department according to a standard format which is to be provided by the Job Evaluation Committee. The list of Job Duties shall serve as an outline of the job and the terms of employment.
- (b) The employee shall be requested to draft her/his list of job duties for the Department Head's information in establishing the list of Job Duties. Before a List of Job Duties (or an amended List of Job Duties) 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) The Official List of Job Duties shall not include "preferred qualifications" or phrases such 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 Personnel Office and the Employee concerned shall each receive one copy of the Official list or Official amended list.

31.03 Job Evaluation Committee

The Union Job Evaluation Committee, consisting of three (3) members, shall meet with the University Job Evaluation Committee, consisting of three (3) members, to continue the study and development of a revised Job Evaluation System. These committees shall be in existence until such time as a new Job Evaluation System and the implementation method have been presented to the Union and the University and mutually agreed upon.

31.04 Reclassification

- (a) Requests for reclassification may originate with the employee, the Union or the Department Head. A minimum of six months must elapse between each application on an employee's behalf. These requests must be made in writing to the Personnel Office, with one copy of such requests sent to the Union.
- (b) The Personnel Office will have the case reviewed with the employee. The Reclassification procedure must include the following:
 - (i) The employee completes a reclassification form, a copy of which will be sent to the Union Office.
 - (ii) The employee is interviewed by a job analyst. At the request of the employee, an office steward will be present at this interview.
- (c) The employee shall be notified by letter, within eight (8) weeks of the date of the request, of the decision regarding the request. If the reclassification is not recommended, the letter shall contain the reasons for not recommending the reclassification. A copy of the aforementioned letter will be forwarded to the Union.
- (d) If an employee is not satisfied with the decision, she/he shall have the right to the established grievance procedure, beginning at Step 3.
- (e) A wage increase awarded as a result of the reclassification initiated by an employee or the Union or a

Department Head shall be retroactive to the date of the written request for reclassification.

- (f) An employee who is reclassified to a position that entails further or changed job duties shall be placed on the step in the classification which ensures an increase in salary.
- (g) 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 Misclassification

If at any time it can be established that the position does not entail new job duties and has in fact been misclassified since date of hire, the employee shall be placed on the same seniority step in the appropriate classification as she/he was on in the original job classification, and shall receive full pay rate adjustment retroactive to date of hire, except where date of hire is prior to January 1, 1975, in which case pay rate adjustment will be retroactive to January 1, 1975.

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 Sections 3 (a), (b), (c) and (d) below.

32.02 Computation of Seniority — Part-Time, Temporary and Sessional Employees

The seniority of *part-time*, *temporary* and *sessional employees* shall be determined on the basis of the number of months worked, i.e., 152 hours equals one month. (Months are determined by multiplying the number of hours in the work week by fifty-two (52),

then dividing by twelve (12). This definition of month to apply to the computation of seniority only.)

In the case of *temporary employees* who work regularly or irregularly, if such employees move or wish to move to one of the other groups of employees as defined under Article 3, their total service time from the initial date of appointment will be counted for seniority purposes.

32.03 Accrual of Seniority

- (a) Seniority for *continuing full-time employees* shall accrue from the first day of employment.
- (b) Seniority for *continuing part-time employees* shall accrue from the first day of employment.
- (c) Seniority for *winter sessional employees* shall be calculated from the first day of employment and maintained provided there is no greater break in service than six (6) months. Seniority for *summer sessional employees* (includes intersession) shall be calculated from the first day of employment and maintained provided there is no greater break in service than nine (9) months.
- (d) Seniority for *temporary employees* shall be calculated from the first day of employment on a *temporary employees'* seniority list, and maintained provided that there is no greater break in service than six (6) months.
- (e) Seniority shall continue to accrue to a maximum of one (1) month during any approved leave of absence, including Maternity Leave, except as provided for in Article 7.02 (Full-time leave of absence — Union Activity).
- (f) Seniority shall continue to accrue during any employee's absence from work due to illness, accident, or unjust discharge.
- (g) Seniority will be maintained during the months of absence from work due to lay off.

32.04 Cessation of Work at the University

Except as otherwise provided for in this agreement, an employee who leaves the University and subsequently returns shall be considered a new employee from the date of rehire, for purposes of seniority credit.

32.05 No Loss of Seniority

An employee shall not suffer loss of seniority for any of the following reasons: sick leave, union leave, vacations, unjust discharge, maternity leave, leave of absence, lay off, promotion, demotion, transfer, reclassification, compulsory military service.

32.06 Loss of Seniority

An employee will lose seniority rights if she/he fails or refuses, without good cause, to return to work on recall after layoff, or if she/he has been discharged for just cause.

32.07 Seniority Lists

Up-to-date seniority lists shall be sent to the Union every six (6) months on January 1st and July 1st. There shall be a separate list for *temporary employees*.

ARTICLE 33 — DISCHARGE, SUSPENSION, DISCIPLINARY ACTION AND RESIGNATION

33.01 Definitions (for the purposes of this Article)

- (a) Discharge — an employee's involuntary ending of employment.
- (b) Suspension — a disciplinary action on the part of the University.
- (c) Resignation — an employee's voluntary ending of employment.

33.02 Suspension

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

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

33.03 Discharge

The University may discharge any employee for just cause subject to Article 35 (Adjustment of Complaints). *Continuing full-time, part-time and sessional employees*, in case of discharge, shall receive one (1) month's written notice with a copy to the Union, or one (1) months salary in lieu of notice. *Temporary and probationary employees* shall receive two (2) weeks written notice with a copy to the Union, or two (2) weeks' salary in lieu of notice.

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

Upon the employees request, any written censures, letters of reprimand, and adverse reports, other than official evaluation reports, shall be removed from the

employee's files 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 the file of an employee, the existence of which the employee was unaware at the time of filing.

33.07 Notice of Resignation

If an employee resigns, fifteen (15) working days notice will be given prior to the date of termination. In the event that less than ten (10) working days' notice is given, the employee will be entitled to her/his vacation pay of four percent (4%) of gross earnings less any actual vacation she/he has taken. Vacation entitlements banked from the previous year shall be paid at the employee's full rates.

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 Sections 5 and 7 above.

ARTICLE 34 — PROMOTION, TRANSFER, LAY OFF, RECALL

34.01 Job Postings

Subject to the provisions of Section 9 of this article, the University shall fill vacancies from within the bargaining unit, providing employees are available with the necessary ability and qualifications, before hiring new employees.

All vacancies for continuing and sessional positions shall be posted on all union bulletin boards for at least five (5) working days with a copy to the Union office and employees on the recall list, including job title, outline of job duties, and pay grade. Each notice of vacancy shall state: "Both males and females are encouraged to apply."

34.02 Promotion

Definition: The movement of an employee from one position to another in a higher pay grade, other than by reclassification or misclassification.

Both parties agree:

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

Promotions shall be based on ability, qualifications and seniority.

34.03 Salary Adjustments

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

34.04 Temporary Promotion

An employee who, on the request of the Department Head, agrees to temporarily assume any of the duties specific to a higher classification, or temporarily replace another employee in such higher classification, shall be paid at the minimum of the pay grade for the appropriate classification, or the next higher step in the pay grade for the appropriate classification which provides an increase. The higher pay rate shall apply for the period so worked providing this period is longer than three working days. To accept or to refuse a temporary promotion shall be the employee's choice.

34.05 Transfer

Definition: A change from an employee's position to another in the same pay grade.

Any employee shall have the right to apply for a vacant job of equal salary range and/or classification, subject to Article 34.02 (b).

34.06 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.

34.07 Trial Period for Transfer and Promotion

When promoted or transferred the employee shall be on a training period for two (2) months. If the employee finds the job unsatisfactory or is unable to meet the basic job requirements she/he shall be returned to her/his former position, or to one of equal salary range.

34.08 Lay Off

(a) *Definition*

- (i) An involuntary cessation of employment due to: lack of work; reduction in or discontinuation of a function or programme; or a change in a process or method of operation thereby diminishing the total number of staff required to operate the department.
- (ii) Those employees who are hired with definite termination dates (e.g., *Temporary & Sessional Employees*) shall, at termination date, be considered laid-off.

(b) *Reduction of Staff*

If a reduction of staff is necessary as a result of Definition (i) above, the University shall inform the Union upon taking its decision. At the request of either party a meeting shall be held, and the following procedure shall be adopted.

The employee with the least amount of seniority, in the classification in which the reduction occurs, will be the first laid off from the job. However, every effort shall be made by the University to relocate the

laid off person in another suitable position, according to Section 9, this Article (Recall).

(c) *Notice*

Each *continuing full-time, continuing part-time* or *sessional employee* in case of lay-off, shall receive one month's notice or one month's pay in lieu of notice subject to Article 30.09 (g) (Temporary Employee Benefits).

34.09 Recall

Definition: A calling back to fill a vacant position within the bargaining unit.

(a) *Recall List*

In case of lay off a *Continuing Employee's* Recall List, and a *Temporary Employee's* Recall List shall be established. *Continuing Employees* shall have the right to be listed on both lists.

(b) *Employees Laid Off*

Any employee who has been paid off shall expect recall to a job of the same classification.

Those employees hired with definite termination dates (i.e., *Temporary* and *Sessional Employees*) shall fill in a request form in order to be put on the appropriate recall list. All other employees shall automatically be put on the Recall Lists.

(c) *Order of Recall*

Employees shall be recalled in order of seniority.

(d) *Length of Recall*

In the event that no vacant positions are available, employees shall remain on the recall list for a period of up to one (1) year.

(e) *Notice of Recall*

Notice of recall shall be made by telephone, or if unsuccessful, by registered mail to the last address of the employee known by the University. A copy shall be sent to the Union Office.

(f) *Notice of Current Address and Phone Number*

It shall be the responsibility of the employee on the

recall list to keep the University Personnel Office informed of her/his current address and telephone number.

(g) *Salary of Recalled Employees*

Recalled employees shall receive no less than their former salary plus any increments to which the employee has become entitled during the period on the Recall Lists or by any changes in classification.

(h) *Training Period*

Employees recalled to continuing or sessional positions shall be on a training period for two (2) months. If the employee finds the job unsatisfactory or is unable to display sufficient ability to perform the job satisfactorily, she/he shall be returned to the recall list.

(i) *Loss of Seniority*

See Article 32.06.

34.10 Other

If, while awaiting Recall, an employee chooses to apply for, and receives, a position in a lower classification, the salary shall be that of the lower classification while the employee's seniority step shall apply as in her/his former classification.

ARTICLE 35 — ADJUSTMENT OF COMPLAINTS

35.01

The University shall appoint and maintain a committee to be called the Labour Committee, one member of which shall be designated as Chairperson. The University shall, at all times, keep the Union informed of the individual membership of the Committee.

The Union shall maintain a Grievance Committee, comprised of members of Local #1, one member of which shall be designated as Chairperson. The Union shall, at all times, keep the University informed as to the individual membership of the Committee.

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

When a decision has been made by the Union and the University on a grievance, a memorandum shall be made of any agreement reached and shall be initialled by all members present, and copies shall be circulated to the stewards, the Union and to the University Personnel Office.

35.02 Grievance Procedure

(a) 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 grievance involving more than one employee within a department shall go directly to Step 3; a grievance involving more than one employee in more than one department shall go directly to Step 4.

(b) *Step 1:*

An employee who has a grievance shall first go to the supervisor directly in charge of work. The employee must be accompanied or represented by her/his steward or representative of the Union. The supervisor shall be given an opportunity to answer the complaint verbally. The parties involved shall be given a maximum of three working days to solve the grievance.

Step 2:

If the grievance is not satisfactorily settled in Step 1, the employee and her/his steward or union representative shall submit two (2) copies of the grievance, in writing, to the supervisor. Within the twenty-four hours (24 hours) following receipt of this grievance, the supervisor shall give one copy with his written answer to the steward concerned and shall deliver the second copy to the head of the department. If the head of the department is the supervisor as in Step 1, Step 3 shall be omitted and the grievance with the supervisor's written answer shall be sent to the Union Grievance Committee and the University Labour Committee.

Step 3:

Within five (5) working days following the written answer provided for above, the steward and division steward shall meet and discuss the grievance with the head of the department or his representative, in an effort to resolve the grievance.

Step 4:

If the grievance is not resolved within five (5) working days at Step 3, it shall be referred to the Union Grievance Committee and the University's Labour Committee. These committees shall be given fourteen (14) working days in which to resolve the grievance.

- (c) In the event that no settlement of the grievance is reached in Step 4, as provided above, then either party may, within five (5) days following the expiry of the fourteen (14) days set out in Step 4 above, signify in writing to the other party of the failure to agree and notice of intention to invoke arbitration procedure as hereinafter set out in 35.03 (Arbitration).
- (d) The time limits prescribed for the performance of any act in the Grievance Procedure may be extended by mutual consent of the parties and it is understood

that all periods prescribed fall within the working week.

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

35.03 Arbitration

- (a) The Grievance Committee and the Labour Committee shall meet immediately upon the signing of this Agreement to agree upon a list of impartial arbitrators. If these two committees are unable to agree on a list within three (3) weeks of the signing of this Agreement, they shall request the Minister of Labour to supply a list. In either case, fifty per cent (50%) of those on the list shall be women. The arbitrators shall serve on a rotating basis.
- (b) The Arbitrator shall, within fifteen (15) working days of her/his appointment settle the dispute, and her/his decision shall be binding on both parties.
- (c) Both parties to the Arbitration shall pay for all their own expenses and one-half of the expenses of the Arbitrator.
- (d) The Arbitrator shall not make any award or decision contrary to the conditions or articles of this Agreement, or in amendment to this Agreement.
- (e) All time periods specified may, by agreement of both parties, be extended.

It is agreed:

That all grievances which, at the date of signing of this second collective Agreement, are in process under the Grievance Procedure set out in the first collective Agreement, continue to be processed without interruption under the terms of the Grievance Procedure set out in this collective Agreement, with the understanding that such grievances continue to be grievances of alleged violations of the first collective Agreement.

ARTICLE 36 — WAGES

36.01 Pay Grades

Pay Grade I	Clerk I L. A. I Data Control Clerk I
Pay Grade I <i>Intermediate</i>	Steno/Secretary I *Keypunch Trainee
Pay Grade II	Clerk II L. A. II *Key Punch Operator I Data Control Clerk II
Pay Grade II <i>Intermediate</i>	Steno/Secretary II *Key Punch Operator II Equipment Operator Jr. Theatre Assistant
Pay Grade III	Clerk III Secretary III Sr. Data Control Clerk *Sr. Key Punch Operator Stack Attendant L. A. III Computer Operator Trainee
Pay Grade III <i>Intermediate</i>	Theatre Assistant Sr. Equipment Operator
Pay Grade IV	Stack Supervisor L. A. IV Secretary IV Program Assistant *Key Punch Supervisor Sr. Theatre Assistant Clerk IV Buyer
Pay Grade V	L. A. V Assistant Programmer Computer Operator
Pay Grade VI	Sr. Computer Operator Sr. Buyer

Pay Grade VII

Asst. Supervisor Operations
Chief Computer Operator

* It is understood that new or amended job descriptions for these positions will be provided as per Article 31.01 (a).

**36.02 Wage Rates
October 1, 1975**

Monthly Rates of Pay

Pay Grade	Step 1 Start	Step 2 1 Year	Step 3 2 Years	Step 4 3 Years	Step 5 4 Years	Step 6 5 Years
I	730	750	770	790	810	830
I (Intermediate)	770	790	810	830	850	870
II	810	830	850	870	890	910
II (Intermediate)	850	870	890	910	930	950
III	910	930	950	970	990	1010
III (Intermediate)	950	970	990	1010	1030	1050
IV	1010	1030	1050	1070	1091	1113
V	1091	1113	1134	1156	1177	1198
VI	1177	1198	1220	1241	1263	1284
VII	1263	1284	1305	1327	1348	1370

January 1, 1976

I	760	780	800	820	840	860
I (Intermediate)	800	820	840	860	880	900
II	840	860	880	900	920	940
II (Intermediate)	880	900	920	940	960	980
III	940	960	980	1000	1020	1040
III (Intermediate)	980	1000	1020	1040	1060	1080

IV	1040	1060	1080	1100	1122	1144
V	1122	1144	1166	1188	1210	1232
VI	1210	1232	1254	1276	1298	1320
VII	1298	1320	1342	1364	1386	1408

Increment Policy

1. The service periods in the headings of the tables refer to service in the pay grade, except for employees who move to new pay grades by promotion or reclassification. Such employees will be treated as if they had the service indicated by the step at which they enter the grade.
2. Increments will be paid automatically on July 1 of each year. An employee must have completed 3 months' service at the University to qualify for an increment.

5

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

Hourly Rates of Pay

October 1, 1975

Pay Grade	Step 1 Start	Step 2 1 Year	Step 3 2 Years	Step 4 3 Years	Step 5 4 Years	Step 6 5 Years
I	4.80	4.93	5.07	5.20	5.33	5.46
I (Intermediate)	5.07	5.20	5.33	5.46	5.59	5.72
II	5.33	5.46	5.59	5.72	5.86	5.99
II (Intermediate)	5.59	5.72	5.86	5.99	6.12	6.25
III	5.99	6.12	6.25	6.38	6.51	6.64

III (Intermediate)	6.25	6.38	6.51	6.64	6.78	6.91
IV	6.64	6.78	6.91	7.04	7.18	7.32
V	7.18	7.32	7.46	7.61	7.74	7.88
VI	7.74	7.88	8.03	8.17	8.31	8.45
VII	8.31	8.45	8.59	8.73	8.87	9.01

January 1, 1976

I	5.00	5.13	5.26	5.39	5.53	5.66
I (Intermediate)	5.26	5.39	5.53	5.66	5.79	5.92
II	5.53	5.66	5.79	5.92	6.05	6.18
II (Intermediate)	5.79	5.92	6.05	6.18	6.32	6.45
III	6.18	6.32	6.45	6.58	6.71	6.84
III (Intermediate)	6.45	6.58	6.71	6.84	6.97	7.11
IV	6.84	6.97	7.11	7.24	7.38	7.53
V	7.38	7.53	7.67	7.82	7.96	8.11
VI	7.96	8.11	8.25	8.39	8.54	8.68
VII	8.54	8.68	8.83	8.97	9.12	9.26

Increment Policy

1. The service periods in the headings of the tables refer to service in the pay grade, except for employees who move to new pay grades by promotion or reclassification. Such employees will be treated as if they had the service indicated by the step at which they enter the grade.
2. Increments will be paid automatically on July 1 of each year. An employee must have completed 3 months' service at the University to qualify for an increment.

ERRORS AND OMISSIONS EXCEPTED

ARTICLE 37 — DURATION OF THE CONTRACT

37.01

This Agreement shall be in force effective from October 1, 1975, until September 30, 1976.

Either party to this Agreement may, not more than three months, and not less than one month, prior to September 30, 1976 present to the other party, in writing, proposed terms of a new, or further agreement and/or amendments to this Agreement.

Failing agreement by September 30, 1976 this Agreement will continue in force until:

- (1) the Union serves strike notice — or
- (2) the University serves lock-out notice — or
- (3) 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 23rd day of December 1975.

ON BEHALF OF
THE UNIVERSITY OF BRITISH COLUMBIA

(Signed) "THOMAS A. DOHM"
Chairman, Board of Governors

(Signed) "W. WHITE"
Vice-President and Bursar

(Signed) "C. J. CONNAGHAN"
Vice-President — Administrative Services

ON BEHALF OF
THE ASSOCIATION OF UNIVERSITY AND
COLLEGE EMPLOYEES, LOCAL NO. 1 (U.B.C.)

(Signed) "IAN MACKENZIE"

President

(Signed) "BONNIE SCHOENBERGER"

Secretary

(Signed) "DALE MCASLAN"

Chairperson — Contract Committee

(Signed) "FRANCES WASSERLEIN"

(Signed) "MARY WOODSWORTH"

(Signed) "ROBERT GAYTAN"

(Signed) "RICHARD MARTIN"

(Signed) "MARCEL DIONNE"

(Signed) "SUZANNE LESTER"

LETTER OF AGREEMENT
RE: KEYPUNCH CLASSIFICATIONS REVIEW

It is understood that the Union recommends that the University consider the following, with reference to Article 31.01, of the second Collective Agreement.

- Keypunch Operator I Job Description to be altered to provide for automatic promotion to Keypunch Operator after one year on-campus keypunch experience. Keypunch Operator I Job Description shall become *Keypunch Operator Trainee* Job Description.
- Keypunch Operator II Job Description to be altered and become the *Keypunch Operator* Job Description.

The phrase "Assumes responsibility of Senior Operator as required, co-ordinates work-flow of unit" to be deleted.

— *Senior Keypunch Operator Job Description*

The phrase "Assumes the responsibility of Key-punch Supervisor whenever required and in this connection, co-ordinates the work-flow of the unit concerned" to be deleted.

The University and the Union understand that the purpose for the revision of Keypunch Job Descriptions is to provide for the above changes.

For the
UNIVERSITY OF BRITISH COLUMBIA:

(Signed) "W. L. CLARK"

For the
ASSOCIATION OF UNIVERSITY AND
COLLEGE EMPLOYEES, LOCAL NO. 1 (U.B.C.)

(Signed) "IAN MACKENZIE"

Date: December 23, 1975

**LETTER OF AGREEMENT
RE: ARMORIES STAFF ROOM**

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

For the
UNIVERSITY OF BRITISH COLUMBIA:

(Signed) "W. L. CLARK"

For the
ASSOCIATION OF UNIVERSITY AND
COLLEGE EMPLOYEES, LOCAL NO. 1 (U.B.C.):

(Signed) "IAN MACKENZIE"

**LETTER OF AGREEMENT
RE: SHIFT DIFFERENTIAL**

The University agrees that employees who, as of the date of signing of the collective agreement, are receiving shift differential based on 5% premium for evening shift and 10% premium for night shift will continue to receive, where this would result in a higher differential, shift differential on the same basis for the duration of the new collective agreement (October 1, 1975 — September 30, 1976) providing they remain in their present paygrades.

For the
UNIVERSITY OF BRITISH COLUMBIA:

(Signed) "W. L. CLARK"

For the
ASSOCIATION OF UNIVERSITY AND
COLLEGE EMPLOYEES, LOCAL NO. 1 (U.B.C.):

(Signed) "IAN MACKENZIE"

Date: December 23, 1975

LETTER OF AGREEMENT

The Parties will in conformity with Bill C73 and the anti-inflation act regulations or any applicable provincial legislation, make joint application to any tribunal of competent jurisdiction with respect to wage controls for review and approval of all monetary items of this agreement.

For the
UNIVERSITY OF BRITISH COLUMBIA:

(Signed) "W. L. CLARK"

For the
ASSOCIATION OF UNIVERSITY AND
COLLEGE EMPLOYEES, LOCAL NO. 1 (U.B.C.):
(Signed) "IAN MACKENZIE"

Date: December 23, 1975

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