

A R T I C L E S  
O F  
A G R E E M E N T

between

SIMON FRASER UNIVERSITY

and

THE ASSOCIATION OF UNIVERSITY AND COLLEGE EMPLOYEES

LOCAL 2 (S.F.U.)

NOVEMBER 22, 1974 to NOVEMBER 21, 1976

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## ARTICLE 1 -- PURPOSE

### 1.01 Purpose of Agreement

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

### 1.02 No Conflicting Agreement

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

## ARTICLE 2 -- DEFINITIONS

### 2.01 Employees

(a) Employee: The term employee shall mean any person employed by the University who is covered by the certification granted the Union by the British Columbia Department of Labour on November 22nd, 1974.

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

(c) Temporary Employee: A temporary employee shall mean an employee hired with an anticipated termination date. If temporary employment continues for longer than four (4) months of unbroken service, the employee shall be considered a "continuing employee", and her/his probationary period shall be considered completed after the first three (3) months. Unbroken service means regularly-scheduled service.

(d) Full-Time Employee: A full-time employee shall mean an employee who works a regularly-scheduled work week. (Includes continuing and temporary employees).

(e) Part-Time Employee: A part-time employee shall mean an employee who works less than the regularly-scheduled days in a week, or hours in a day. (Includes continuing and temporary employees).

## 2.02 Time

(a) 'Day' shall be the time period from 12:01 AM to 12:00 PM.

(b) 'Week' shall be a period of time from 12:01 AM Monday to 12:00 PM the Sunday following.

(c) 'Bi-weekly' period shall be a period of time comprising two weeks.

(d) 'Month' shall be the calendar month.

## ARTICLE 3 — UNION RECOGNITION

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

## ARTICLE 4 - UNION SECURITY

### 4.01 No Discrimination for Union Activity

There shall be no discrimination against any employee for reasons of union membership or activities as provided for in this Agreement.

### 4.02 Membership Requirements

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

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

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

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

### 4.03 Notification by the University

The University agrees to notify the Union, in

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

### 4.04 Union Representatives

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

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

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

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

### 4.05 Observation of Picket Lines

(a) Observation No Breach: Failure of an employee to cross an established picket line shall not be considered a breach of this Agreement.

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

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

(d) Conditions: During the observation of picket lines, provisions of the sick leave plan are suspended

(except where medical evidence is available to support the extended absence of an employee on these grounds) and employees who observe picket lines shall be recorded as being absent without pay (Reference Article 34).

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

#### 4.06 Reductions in Workforce

The University will not reduce the work force, through lay-off or attrition, without a corresponding reduction in the workload, except in those cases where the parties have mutually consulted on the issue.

### ARTICLE 5 -- CHECKOFF OF UNION DUES

#### 5.01 Authorization for Checkoff

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

#### 5.02 Deduction of Dues

The University shall begin the deduction of monthly Union dues and assessments upon the signing of this Agreement, and thereafter, on the last payday of each month.

#### 5.03 Transmittal to Union

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

#### 5.04 Year-End Statement of Members' Dues Deductions

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

### ARTICLE 6 -- UNION/UNIVERSITY RELATIONS

#### 6.01 Union Business

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

#### 6.02 Union Communications

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

(a) Duplicating Services at cost

(b) Rooms for meetings at cost

i) for one-half (½) hour during noon meal periods

ii) after 6:00 PM and on weekends or statutory holidays,

both subject to the same conditions as other on-campus organization users.

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

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

#### 6.03 Union Activity

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

(b) Executive Contacting Members at Work: Members of the local Union Executive shall have the right to contact employees at work on matters respecting this Agreement or its administration, providing they have made prior arrangements with their supervisor.

(c) Long Term Leave for Union Office: The University agrees to grant a leave of absence without pay of up to one (1) year, when requested by employees who have been elected to a full-time office or position in the Union. Further leave may be granted by mutual consent. The benefits provisions of the extended leave policy (Article 4.3) would apply.

(d) Short Term Leave for Union Business: The University agrees to grant representatives of the Union

leave of absence to attend union conventions or to perform other functions on behalf of the Union, in accordance with the provisions of Article 42, Personal Leave. Such requests shall be given special consideration.

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

(f) Time Off for Contract Negotiations: The University shall permit time off from work for a reasonable number of negotiators on the Union Negotiating team. Such time will include one-half ( $\frac{1}{2}$ ) hour before and one-half ( $\frac{1}{2}$ ) hour after actual negotiating time for a Union caucus. The time spent negotiating shall be during the hours of 9:00 AM to 4:00 PM Monday through Friday, unless mutually agreed to by the University and the Union.

(g) Semester Union Meetings: Once each semester, members may take two (2) hours off, without pay, from 2:30 PM to 4:30 PM for the sole purpose of attending a Union meeting.

(h) No Contravening Policies: The University shall not issue any Policies or Procedures which contravene these Articles of Agreement.

#### ARTICLE 7 -- HUMAN RIGHTS

##### 7.01 No Discrimination

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

##### 7.02 Personal Rights Protected

Any requirements made of an employee shall be limited to matters concerning the work of the employee and shall be stated in the job description. Such requirements shall not be contrary to the Articles of this Agreement.

##### 7.03 Access to University Personnel Files

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

##### 7.04 Restrictive Reports

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

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

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

##### 7.05 Personal Information Reporting Act

The University and the Union will respect the provisions of the Personal Information Reporting Act of B.C.

#### ARTICLE 8 -- MANAGEMENT OF THE UNIVERSITY

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

#### ARTICLE 9 -- GRIEVANCES

##### 9.01 Standing Labour/Management Committee

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

formed as to the individual membership of the committee. The two (2) parties shall together constitute a standing Labour/Management Committee which shall convene at the request of either party.

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

#### 9.02 Grievance Procedure

(a) Definition: For the purpose of this Agreement, "grievance" shall mean any difference or dispute arising between the parties to this Agreement, concerning the interpretation, application, administration, operation or alleged violation of this Collective Agreement; whether between the University and any employee bound by this Agreement or between the University and the Union.

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

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

(d) No Stoppage of Work: Such grievances shall be resolved, without stoppage of work, in the following manner.

A grievance involving more than one (1) employee in more than one (1) department shall go directly to Step 4.

Step One: An employee who has a grievance shall first go to the supervisor directly in charge of work. The employee must be accompanied by his/her steward or a representative of the Union.\* The parties involved shall be given three (3) working days to solve the grievance. A grievance must be initiated within twenty (20) working days of the incident giving rise to the grievance, or the employee's awareness that a

grievable condition exists. However, should an employee be unable to initiate a grievance due to any absence in accordance with this Agreement, the opportunity will be available within twenty (20) working days of return to work.

\*Notwithstanding the above, an employee may, without a steward, discuss any matter with their supervisor. Such discussions shall be without prejudice and shall not be considered a part of the Grievance Procedure.

Step Two: If the grievance is not resolved in Step One, the aggrieved party and her/his Shop Steward or Union representative shall submit two (2) copies of the grievance, in writing, to the supervisor. The formal grievance should outline:

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

The supervisor shall acknowledge the formal grievance giving the formal response to the aggrieved party within two (2) working days, and shall provide copies to the Shop Steward, the next highest University Officer, Division Steward and the Director of Personnel Services. If the University Officer is the supervisor as in Step One, Step Three shall be omitted and the grievance, with the supervisor's written response, shall be sent to the Labour/Management Committee.

Step Three: Within five (5) working days of the formal response, the Shop Steward and the Division Steward shall meet and discuss the grievance with the University Officer and the supervisor in an effort to resolve the grievance.

Step Four: If the grievance is not resolved at Step Three within five (5) working days, the Union shall refer it to the Labour/Management Committee who shall meet together within fourteen (14) working days in an effort to resolve the grievance.

In the event that no resolution of the grievance is reached in Step Four, as provided above, then either party may, within five (5) days following the expiry of the time limit specified in Step Four, signify in writing to the other party of the failure to resolve the grievance and give notice of intention to invoke arbitration procedure.

(a) Time Limits: The time limits prescribed for the performance of any act in the Grievance Procedure may be altered by written, mutual consent of the parties and it is understood that all periods prescribed fall within the working week.

(b) Time Off by Arrangement: By arrangement with her/his supervisor, an employee shall be permitted the necessary time off to attend to the adjustment of a grievance and may be present at each step in the Grievance Procedure.

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

(d) Abandonment of Grievance: If a grievance has been submitted in writing, as in Step Two, and the employee allows any of the above specified time periods to lapse without proceeding further, the grievance will be considered abandoned.

#### ARTICLE 10 -- ARBITRATION

##### 10.01 List of Arbitrators

The parties to this Agreement shall maintain a list of individual arbitrators as outlined in a Letter of Understanding of April 8, 1975.

##### 10.02 Binding Decision

An Arbitrator shall, within fifteen (15) working days of her/his appointment, settle the dispute, and her/his decision shall be binding upon both parties.

##### 10.03 Expenses

Both parties of the Arbitration shall pay for all their own expenses and one-half (½) of the expenses of the Arbitrator.

##### 10.04 No Contravening Decisions

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

##### 10.05 Altered Time Periods

All time periods specified herein may, by agreement of both parties, be altered.

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

##### 11.01 Definition

(a) Termination: an involuntary ending of employment

(b) Resignation: a voluntary ending of employment

##### 11.02 Notification of Suspension or Termination

In the case of either termination or suspension, a letter giving written notification and reasons for termination or suspension shall be sent to the employee concerned, with a copy to the Union. Suspension shall not exceed five (5) working days.

##### 11.03 Notice or Pay in Lieu

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

(b) Temporary Employees Termination: Temporary employees with more than fifteen (15) working days of continuous employment shall receive one week's notice or pay in lieu of notice in the event of termination of their employment prior to the established termination date, except for gross misconduct.

(c) Probationary Employees Termination: Probationary employees with more than fifteen (15) working days of continuous employment shall receive one (1) week's notice or pay in lieu of notice in the event of termination, except for gross misconduct.

#### 11.04 Notice of Resignation

If an employee resigns, ten (10) working days notice will be given prior to the date of resignation. If ten (10) days notice is not given, the employee will be entitled to her/his vacation pay of five-sixths (5/6) of a day per month less any actual vacation she/he has taken, or the minimum legal entitlement (whichever is greater). In exceptional cases this condition may be waived.

#### 11.05 Reinstatement

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, rank or benefits, and shall be compensated by the University for all wages lost retroactive to the date of discharge.

#### 11.06 Wages and Benefits on Termination

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

### ARTICLE 12 -- SENIORITY

#### 12.01 Definition

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

#### 12.02 Computation of Seniority

The seniority of part-time and temporary employees shall be determined on the basis of the number of months worked, i.e. 152 hours equals one (1) month.

(Months determined by multiplying the number of hours in the work week by fifty-two (52), then dividing by twelve (12). This definition of month to apply to the computation of seniority only.)

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

#### 12.03 Accrual of Seniority

(a) For Continuing, Full-Time Employees: Seniority shall accrue from the first day of employment for continuing full-time staff as provided for herein.

(b) For Continuing Part-Time Employees: Seniority shall accrue from the first day of employment for continuing part-time staff as provided for herein.

(c) For Temporary Employees: Temporary employees shall maintain seniority from the date of employment on a temporary employees' seniority list, after fifteen (15) continuous working days, and providing there is no greater break in service than six (6) months.

(d) During Sickness, Accident or Leaves of Absence: Seniority will continue to accrue during the first six (6) months of absence from work due to sickness, accident or approved leave of absence.

(e) During Layoff: Seniority will continue to accrue during the first four (4) months of absence from work due to layoff.

(f) Seniority Maintained: Seniority shall be maintained but will not continue to accrue after six (6) months of absence due to sickness, accident, or approved leave of absence (except as in (g)); after four (4) months of absence due to layoff; during a strike or lockout.

(g) During Union Office: Seniority shall continue to accrue during the first twelve (12) months of leave of absence for an elected Union officer.

#### 12.04 Loss of Seniority

Seniority will be lost in the event of:

- (a) discharge, unless the employee is subsequently reinstated through the grievance

- procedure,  
(b) voluntary resignation,  
(c) no response to recall to employment,  
(d) layoff over twelve (12) months.

#### 12.05 Seniority Lists

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

### ARTICLE 13 -- VACANCIES, TRANSFER, PROMOTION

#### 13.01 Employment Priority

The University shall fill vacancies first from applicants from within the bargaining unit and then from applicants from the recall list before hiring new employees, providing employees with the necessary ability and qualifications are available.

#### 13.02 Job Postings

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

Failure of a laid-off employee to accept a position recalled to, releases the University from forwarding further job postings, however the laid-off employee may continue to apply for vacant positions.

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

#### 13.03 Promotion

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

(b) Both parties agree

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

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

#### 13.04 Salary Adjustments

If an employee's salary is below the minimum of the salary 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 salary grade, it will be moved to the next step in the new salary grade which provides a minimum salary increase of \$10. biweekly.

#### 13.05 Temporary Promotion

An employee assigned to a higher job classification, or temporarily replacing another employee in a higher classification, shall be paid the minimum of the higher salary grade or the next higher step in the higher salary grade that provides an increase over the present rate. This will apply for the period so assigned, provided the period is longer than five (5) consecutive working days.

#### 13.06 Transfer

(a) Definition: A change from an employee's position to another one in the same salary grade.

(b) Any employee may apply for a vacant position in the same salary range and classification, subject to "Promotion", Article 13.03.

#### 13.07 Transfer Outside 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, seniority will have accrued during the period of transfer.

### 13.08 Trial Period

When promoted or transferred, the employee shall be on a training period for one (1) month. If during the training period the employee finds the job unsatisfactory, or is unable to meet the basic job requirements, where possible, he/she shall be returned to her/his former position or to one of at least equal salary range.

### 13.09 Probationary Period

New Employees: All employees on initial hiring will be on a three (3) month probationary period. During this time, newly hired employees shall be entitled to all the rights and privileges of this Agreement, except that the employment of such employees may be terminated at any time during the probationary period, subject to "Notice or Pay in Lieu of Notice", Article 11.03 Discipline, Suspension, Termination, Resignation, without recourse to the Grievance Procedure.

## ARTICLE 14 -- LAYOFF AND RECALL

### 14.01 Definition

An involuntary cessation of employment due to lack of work or discontinuation of a function or programme. The employee shall expect recall to a job of similar nature or one for which the employee is suitable and qualified.

### 14.02 Recall List

In case of lay-off, a recall list shall be established.

### 14.03 Maintenance on Recall List

Any employee laid-off shall be on the recall list for a period of one (1) year.

### 14.04 Notice of Recall

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

(b) A person on the recall list, notified of an opening, shall have seven (7) days from the mailing of the notice to reply.

### 14.05 Salary of Recalled Employees

Recalled employees shall receive no less than their former salary.

### 14.06 Notice of Current Address

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

### 14.07 Layoff and Seniority

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

### 14.08 Layoff and Bumping

(a) The University shall arrange layoffs so as to require the least amount of bumping. Transfers thereby necessitated will not be subject to the Grievance Procedure provided they do not contravene Article 14.08 (b)

(b) A laid-off employee may bump a person of less seniority provided she/he has the qualifications and ability to maintain the job requirements.

(c) If an employee bumps a person in a job providing a lesser pay, she/he will continue to receive the higher rate of pay until the job occupied has a wage equal to or more than the employee's present wage.

### 14.09 Temporary Employees First

In the event of lay-off, temporary employees shall be laid-off prior to continuing employees being laid-off.

### 14.10 Notice of Layoff

The University shall give a minimum of four (4) weeks' notice or pay in lieu of notice to continuing employees, in the event of layoff.

## ARTICLE 15 -- JOB DESCRIPTIONS

### 15.01 University to Provide

The University agrees to provide the Union with copies of each individual job description for positions in the bargaining unit as currently on file in Personnel

Services, and with copies of new job descriptions as they are written. The parties agree that such descriptions are the recognized job descriptions unless formally changed through operation of Article 16.

#### 15.02 Review if Inaccurate

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

Following such review, if the Union still feels the job description does not adequately describe the work being performed, the complaint will be subject to the Grievance Procedure.

### ARTICLE 16 -- JOB REVALUATION AND RECLASSIFICATION

#### 16.01 Definition

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

#### 16.02 When Revaluation Appropriate

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

#### 16.03 Requests for Revaluation

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

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

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

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

#### 16.04 Notification of Disposition

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

#### 16.05 Documents Distribution

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

#### 16.06 Salary Increase Retroactive

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

#### 16.07 No Probationary Period

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

#### 16.08 Salary Increase

(a) If an employee's position is reclassified as a result of a request for revaluation, the salary of that employee will be the same step on the higher salary grade as in the present salary grade.

(b) If the University reclassifies a job because of future plans to increase the duties of the job, an appropriate salary increase will be established.

#### 16.09 Access to Grievance Procedure

Employees who believe the results of a revaluation of their job to be incorrect may utilize the Grievance Procedure.

#### 16.10 Anomalies

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

### ARTICLE 17 -- BONDING

#### 17.01 Arrangements

If the University requires any employee to be bonded, then the University shall make arrangements with a recognized firm to bond the employee, and the University shall pay all costs attached thereto. If the University's bonding firm is not willing to issue a bond, the employee shall have the right to obtain a bond from some other reputable and recognized bonding firm, provided the cost to the University is no greater than the cost would be if the bond were obtained by the University.

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

A new employee may be hired with the provision that she/he is bondable. If said employee is unbondable, (as in Article 17.01) she/he may be dismissed without notice.

#### 17.03 Determination Prior to Transfer or Promotion

The University shall determine the bondability of an employee prior to transferring or promoting the employee to a position requiring bonding.

#### 17.04 Bonding Subsequent to Employment

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

### ARTICLE 18 -- CONTRACTING OUT

The University agrees that work normally done by employees covered under this Agreement will not normally be contracted out. Where this is necessary, the Union shall be consulted.

### ARTICLE 19 -- USE OF UNIVERSITY FACILITIES

#### 19.01 Facilities

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

#### 19.02 Library Cards

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

#### 19.03 Lounges

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

#### 19.04 University Food Services Committee

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

### ARTICLE 20 -- ATTENDANCE AT UNIVERSITY FUNCTIONS

#### 20.01 Requests in Advance

Where a function or activity sponsored by a University department (exclusive of events covered by Article 22) conflicts with an employee's scheduled working hours, an advance request may be made of the supervisors for time off to attend.

#### 20.02 Approval of Requests

Based on departmental requirements, the supervisor

may or may not approve the request.

#### 20.03 Make-Up Time

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

#### 20.04 Make-Up Waived

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

### ARTICLE 21 -- EMPLOYEE TRAINING AND DEVELOPMENT

#### 21.01 Training

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

#### 21.02 Development

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

### ARTICLE 22 -- TUITION REIMBURSEMENT

#### 22.01 Conditions and Arrangements

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

(1) Application is made on FAD 9-3, available from Personnel Services and approved in advance of course registration.

(2) Any necessary arrangements for time off the job have been made with the supervisor and approved in advance.

(3) The course is taken on campus and for credit.

(4) The supervisor certifies that all make-up time has been recovered.

(5) Proof of successful completion of the course is submitted to Personnel Services for reimbursement.

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

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

#### ARTICLE 23 -- HOURS OF WORK

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

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

23.03 Modified Work Week is an organization of the hours of work agreed to by the University and the employee to provide fewer but longer working days. Any such modification will be arranged so that the total number of hours worked biweekly are seventy (70).

#### ARTICLE 24 -- OVERTIME

##### 24.01 Definition

Overtime is that time worked in excess of the normal or modified work day, work week or bi-weekly period whichever is applicable (Ref: Article 23).

Scheduled overtime is overtime that has been pre-arranged. This does not preclude the operation of Article 24.03.

##### 24.02 Rate of Compensation

(a) Day Shift: Compensation for overtime shall be

paid at the rate of two (2) times the hourly rate for hours worked to the nearest one-quarter ( $\frac{1}{4}$ ) hour.

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

##### 24.03 Continuous Work Day

Overtime worked continuous with the work day (no unpaid break between regular shift and overtime) shall be paid for a minimum of one (1) hour. If an unpaid period (other than the first unpaid one-half ( $\frac{1}{2}$ ) hour meal period, (24.06)) occurs between the regular shift and overtime, such overtime shall be considered Call Out. Overtime will not be scheduled in violation of the 'No Split Shift' clause (Ref. Article 25.02).

##### 24.04 Call Out

Employees called out to work before the beginning of, or called back after completing, a regular days work, where such work is not continuous with the regular shift, or from a day off, shall be paid for a minimum of four (4) hours at overtime rates.

##### 24.05 Time Off in Lieu of Payment

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

##### 24.06 Unpaid Meal Period in Overtime

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

##### 24.07 Paid Meal Period in Overtime

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

#### 24.08 Overtime Voluntary

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

#### 24.09 Standby Time

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

#### 24.10 Cancellation of Callout

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

#### 24.11 Cancellation of Scheduled Overtime

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

#### 24.12 Compensating Time Off for Late Overtime

If an employee works an overtime shift ending after 10:00 p.m. he/she will report to work the following day one (1) hour after the normal starting time for each hour worked beyond 10:00 p.m., with no loss in pay.

### ARTICLE 25 -- SHIFTS AND SHIFT DIFFERENTIAL

#### 25.01 Shift Definition

SHIFT	TIME BOUNDARIES	RATE	
		Mon. 12:01 a.m. - Sat. 12:00 p.m.	Sun. 12:01 a.m. - 12:00 p.m.
DAY	8:00 a.m.-6:00 p.m.	reg. hrly. rate	r.h.r. + 50¢/hr.
AFTERNOON	6:00 p.m.-12:00 p.m.	r.h.r. + 65¢/hr.	r.h.r. + \$1.15/hr.
NIGHT	12:00 p.m.-8:00 a.m.	r.h.r. + 90¢/hr.	r.h.r. + \$1.40/hr.

Shift times will be calculated in one-half (½) hour increments or part thereof.

Employees will be paid shift rate for those hours actually worked in a shift, exclusive of meal breaks.

Employees working a day shift will not be eligible for shift rates where their modified work day extends beyond the prescribed hours of day shift.

#### 25.02 Split Shifts

There shall be no split shifts.

#### 25.03 Shift Schedules

(a) Posting: Shift schedules shall be posted fourteen (14) days in advance.

(b) Changes: The employer shall provide the employee with at least one (1) week's notice for any change of shift. The change of shift must be with the consent of the employee.

#### 25.04 Time Between Shifts

There shall be at least twelve (12) hours between the end of work on one (1) regular shift and the commencement of the next regular shift, unless an employee gives her/his consent in writing.

#### 25.05 Consecutive Days Off

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

### ARTICLE 26 -- EMPLOYEES WHO INSTRUCT

In many positions, instruction forms a part of the job and will be part of the job description. In these cases, this component of the position has already been included in the determination of appropriate salary range.

On occasion however, there are situations, ie. in a workshop, seminar, or course where, because of expertise possessed, an employee may be requested to develop and present instructional material. In such instances, an additional

stipend must be arranged through the department requesting the services, giving concern for the length and nature of the preparation and presentation and whether the instruction is additive or substitutive to the employee's regular responsibilities.

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

#### ARTICLE 27 -- AFTER HOURS ESCORT AND TRANSPORTATION

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

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

##### 27.02 Scheduling Regular Shifts

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

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

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

##### 27.03 Escort Arrangements

Employees required to work beyond normal closing time and apprehensive about personal safety should make prior arrangements with Traffic and Security for escort to their chosen form of transport.

#### ARTICLE 28 -- CAR POOLS/PARKING

##### 28.01 Car Pools

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

##### 28.02 Parking

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

#### ARTICLE 29 -- MEAL PERIODS

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

#### ARTICLE 30 -- RELIEF PERIODS (COFFEE BREAKS)

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

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

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

#### ARTICLE 31 -- PAID HOLIDAYS

##### 31.01 Definition

A paid holiday is any statutory holiday or any official University holiday. (see Article 31.02)

### 31.02 List

New Years Day  
Good Friday  
Easter Monday  
Victoria Day  
Dominion Day  
B.C. Day

Labour Day  
Thanksgiving Day  
Remembrance Day  
Christmas Day  
Boxing Day

In addition, any other day proclaimed by the Federal, Provincial or Municipal Governments, or any other day in lieu of a statutory holiday shall be recognized as a paid holiday for all staff.

### 31.03 Paid Holiday on Scheduled Day Off

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

### 31.04 Work on a Paid Holiday

Where an employee works on a paid holiday, or a day provided in lieu thereof, he/she will be provided an equivalent day off or pay in lieu as outlined in 31.03 above. In addition, all hours worked will be compensated for at overtime rates (two (2) times) based on the shift rate of pay in effect for the hours worked (see Differential Premiums, Article 25).

### 31.05 Additional Religious Holidays

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

## ARTICLE 32 -- OFFICIAL UNIVERSITY CLOSURE

Should the University, or an area of the University, be officially closed temporarily due to environmental conditions, utility disruptions, road conditions, acts of God, or other reasons beyond the control of the employees covered by this Agreement, employees shall receive salary maintenance during the closure. These closures shall not be considered a University holiday as in Article 31.

## ARTICLE 33 - ANNUAL VACATIONS

### 33.01 Calendar Year

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

### 33.02 Vacation Schedule for the First Incomplete Year

Each employee shall receive during the first incomplete calendar year of service one and one-quarter working days for each month worked prior to December 31st with the right to take days as they are accumulated. (Subject to 33.07 below).

### 33.03 Vacation Schedule for Subsequent Years

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

- a) 3 weeks in the second, third, fourth and fifth calendar years of service;
- b) 4 weeks in the sixth, seventh and eighth calendar years of service;
- c) 5 weeks in the ninth and subsequent calendar years of service.

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

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

#### Prorated Reductions:

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

### 33.04 Accumulation or "Banking" of Vacations

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

### 33.05 Vacation Flexibility

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

### 33.06 Vacation Schedule

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

### 33.07 Vacation Scheduling

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 take their vacation subject to the requirements of their departments.

### 33.08 Compensation for Holidays falling within Vacations

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

### 33.09 Vacation Pay on Retirement

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

### 33.10 Paycheques

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

### 33.11 Utilization of Sick Leave During Vacation

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

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

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

## ARTICLE 34 -- SICK LEAVE

### 34.01 Seniority

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

### 34.02 Entitlement

Entitlement to sick leave shall be based on seniority as follows:

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

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

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

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

### 34.03 Casual Illness

Continuous absence due to illness of 3 consecutive days or less does not normally require a physician's certificate; however, where there appears to be excessive use of the Casual Illness provisions, medical certificates satisfactory to the University may be required. All Casual Illness will be recorded on bi-weekly Time and Absence Reports.

### 34.04 Sick Leave

The University may require sick leave in excess of 3 consecutive working days to be supported by a physician's certificate, satisfactory to the University.

#### 34.05 Claim for Benefit

All Casual Illness or Sick Leave must be supported by a Claim for Casual Illness or Sick Leave Benefit Form to be presented on return from the absence. Failure to submit a claim form (with adequate physician's statements as may be required in 33.03 and 33.04 above) will result in subsequent loss of pay for the absence until such documents are provided.

#### 34.06 Notice of Absence

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

#### 34.07 Chronic Absence

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

- a) Require that the employee provide a physician's certificate.
- b) Recommend that the employee be relieved from duty and be required to take sick leave until he/she can produce satisfactory medical evidence that he/she is again fit for regular employment.

#### 34.08 Medical Examinations and Certificates

- a) Should the University require an employee to submit to a medical examination as a condition of employment, the employee may have the examination done by her/his own doctor. The medical examination shall be at the University's expense and the employee shall receive a written copy of the doctor's report.
- b) The cost of medical examinations and physician certificates to support claims for pay under this Article are the responsibility of the employee.

#### 34.09 Holidays During Sick Leave

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

#### 34.10 Quarantine

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

#### 34.11 Dental and Medical Appointments

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

ARTICLE 35 -- MATERNITY LEAVE

35.01 B.C. Maternity Protection Act

All continuing, female employees shall be eligible for leave from work as provided by the B.C. Maternity Protection Act; up to eight (8) weeks before and at least six (6) weeks following confinement, to a maximum of sixteen (16) weeks. Any pregnant employee may utilize vacation credits to provide partial income continuance during Maternity Leave.

35.02 U.I.C. Maternity Benefits

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

35.03 Accrual of Seniority

Seniority will continue to accrue during Maternity Leave.

35.04 Additional Leave

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

35.05 Continuance of Employee Benefits

The employee shall, during the term of such leave, pay one hundred percent (100%) of benefit premiums (Ref: Article 43).

35.06 Reimbursement Following Return to Work

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

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

ARTICLE 36 -- DAY CARE

The Union shall have two (2) representatives on the University's Day Care Council.

ARTICLE 37 -- COMPASSIONATE LEAVE

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

This leave shall not be unreasonably withheld.

ARTICLE 38 -- ELECTIONS

Employees registered to vote in a Federal, Provincial, Municipal or Regional election, referendum, or plebiscite shall be provided time off, without loss of pay, four (4) hours in advance of the hour for the closing of the polls.

ARTICLE 39 -- COURT DUTY

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

ARTICLE 40 -- CHANGE OF DOMICILE

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

ARTICLE 41 -- SENATE OR BOARD OF GOVERNORS APPOINTMENTS

Employees elected or appointed to positions on the Senate, Board of Governors, or any other such University

body shall be provided with time off with pay for attending meetings, during scheduled working hours.

If Senate or Board of Governors' meetings go beyond ten (10:00) PM, such elected or appointed employees will be given four (4) hours off, with pay, the following morning.

#### ARTICLE 42 -- PERSONAL LEAVE WITHOUT PAY

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

#### ARTICLE 43 -- EXTENDED LEAVE WITHOUT PAY

##### 43.01 Applications and Procedures

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

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

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

(c) An employee taking advantage of a leave of absence shall retain all rights and privileges of the contract, except as specified elsewhere in this Agreement.

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

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

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

##### 43.02 Paid Holiday During Leave

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

##### 43.03 Continuance of Employee Benefits

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

##### 43.04 Reimbursement Following Return to Work

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

#### ARTICLE 44 -- PURCHASE AND MAINTENANCE OF FURNITURE AND EQUIPMENT

The University shall consult affected employees prior to the purchase of office equipment, furniture and/or tools. The University shall keep all such equipment, furniture and tools in good working conditions.

#### ARTICLE 45 -- SAFETY AND WORKING CONDITIONS

##### 45.01 Workers' Compensation Board Standards

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

##### 45.02 University Safety Committee

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

##### 45.03 Other Related Committees

The Union shall have representation on other committees

that concern any employee's safety and working conditions.

#### 45.04 Unsafe Conditions

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

#### 45.05 Joint Working Conditions Committee

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

### ARTICLE 46 -- PROTECTIVE CLOTHING AND EQUIPMENT

#### 46.01 Where Required

The University shall provide, at no cost, protective apparel and equipment where such is required by the Workers' Compensation Board or where the University Safety Officer, the University Safety Committee, or Department of Health has determined them necessary for the personal safety of employees.

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

#### 46.02 Repair or Replacement of Damaged Clothing

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

(a) the employee was wearing the provided protective apparel

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

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

(d) where an employee was not wearing safety apparel because none was available, then the University shall bear the cost of repair or replacement of such clothing.

#### 46.03 Specified Clothing to be Provided

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

### ARTICLE 47 -- TECHNOLOGICAL CHANGE

#### 47.01 Purpose

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

#### 47.02 Definition

Any employee shall be considered displaced by technological change when her/his services are no longer required in the same capacity, as a result of change in University procedures or equipment, or change in process or method of operation diminishing the total number of employees required to operate the department in which she/he is employed.

#### 47.03 Changes not Technological

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

#### 47.04 Disputes Grievable

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

#### 47.05 Notice of Intent

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

#### 47.06 Retraining and Assistance

Employees becoming redundant due to new equipment or procedures, shall be eligible for retraining to equip them for the operation of such new equipment or procedure, or minimal retraining to qualify for transfer to another position. Such retraining will be provided by the University without cost and without loss of pay to the affected employee (s).

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

#### 47.07 Severance Pay

Persons laid-off due to conditions of this Article shall receive thirteen (13) weeks notice, or pay in lieu of notice, plus one (1) weeks pay for each year's service, up to twelve (12) weeks. Severance pay will be paid out in bi-weekly installments equivalent to the salary received prior to lay-off.

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

#### 47.08 Supply of Information

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

#### 47.09 Joint Technological Change Committee

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

### ARTICLE 48 -- ARTICLE HEADINGS

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

### ARTICLE 49 -- OFF CAMPUS DUTY

#### 49.01 Travel Accident Insurance

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

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

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

#### 49.02 Travel Expenses

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

- i) by public carrier, using pre-paid tickets, vouchers or through reimbursement
- ii) through vehicle rental

ARTICLE 51 -- BENEFIT PLANS FOR CONTINUING FULL  
TIME EMPLOYEES

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

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

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

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

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

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

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

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

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

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

ARTICLE 50 -- JOB SPLITTING

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

51.01 Medical and Dental Plans

a) Premium Sharing: The employer will pay fifty (50) percent of the monthly premium for the Medical and Dental programs.

b) Eligibility for Medical: All continuing employees on appointment shall be eligible to participate in the Medical Plan as outlined above, provided they meet the three (3) month residency requirements.

c) Eligibility for Dental: All employees shall be eligible to participate in the Dental Plan as outlined in Section 51.01 (a) after three (3) months service, provided she/he works a minimum of twenty (20) hours per week.

51.02 Pension and Insurance Plans

It is agreed that the Group Life Insurance, Long Term Disability Insurance and Pension Plans presently available to administrative staff will continue to cover employees included in this Agreement.

51.03 Workers' Compensation

Employees on Workers' Compensation will continue to receive their full normal salary providing they turn over to the University lost salary compensation cheques received from the Workers' Compensation Board. The employer will pay the required contributions.

51.04 Unemployment Insurance

The employer will pay the required contributions.

ARTICLE 52 -- BENEFIT PLANS FOR CONTINUING PART TIME AND  
TEMPORARY EMPLOYEES

52.01 Continuing Part-time Employee Benefits

a) Sick leave (Article 34) The continuing part-time employee shall receive sick leave on a pro rata basis, according to the number of hours worked in a standard bi-weekly pay period.

- b) Statutory Holidays (Article 31) The continuing part-time employee who has worked fifteen (15) or more days during the thirty (30) calendar days preceding general holidays will receive pay on a pro rata basis according to the number of hours worked in a standard bi-weekly pay period.
- c) Medical & Dental Plans. The continuing part-time employee is eligible for M.S.A. from the date of hire; and for the dental plan three months from the date of hire, providing she/he worked a minimum of twenty (20) hours per week.
- d) Medical & Dental Appointments. The continuing part-time employee is exempt from this benefit.
- e) Compassionate Leave. The continuing part-time employee shall receive pay on a pro rata basis according to the number of hours worked in a standard bi-weekly pay period.
- f) Vacation Entitlement. The continuing part-time employee will receive vacation entitlement on a pro rata basis according to the number of hours worked in the standard bi-weekly pay period.
- g) Maternity Leave. The continuing part-time employee shall receive University maternity benefits on a pro rata basis according to the number of hours worked in the standard bi-weekly pay period.

#### 52.02 Temporary Employee Benefits

- a) Discharge: see Article 11
- b) Statutory Holidays (See Article 31) The temporary employee who has worked fifteen (15) or more days during the thirty (30) calendar days preceding a statutory holiday will receive pay on a pro rata basis according to the number of hours worked in the standard bi-weekly pay period. Any temporary employee who works fifteen (15) full working days in the two (2) previous bi-weekly pay periods shall receive full pay for the statutory holiday.

- c) Medical and Dental Appointments (Article 34.11) The temporary employee is exempt from this benefit.
- d) Maternity Leave (Article 35) The temporary employee is exempt from this benefit.
- e) Compassionate Leave (Article 37) The temporary employee shall receive pay for compassionate leave on a pro rata basis according to the number of hours worked in the two (2) previous bi-weekly pay periods.
- f) Vacation Entitlements (Article 33) The temporary employee shall receive six (6) per cent vacation pay based on the pay received during the bi-weekly pay period.
- g) Lay-Off (Article 14) See Article 14.09.

#### ARTICLE 53 -- PAYMENT OF WAGES AND WAGE RATES

##### 53.01 Salary Schedules

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

##### 53.02 Amalgamation of Former Schedules

The following correspondence shall apply between the former Technical salary schedule grades and the salary schedules set forth in Appendix A.

Grade A is equivalent to Grade 4  
 Grade B is equivalent to Grade 5  
 Grade C is equivalent to Grade 6  
 Grade D is equivalent to Grade 7  
 Grade E is equivalent to Grade 8  
 Grade F is equivalent to Grade 9  
 Grade G is equivalent to Grade 10

##### 53.03 Hourly Rates

Hourly rates may be computed as the bi-weekly rate divided by 70.

ARTICLE 54 -- TERMS OF THE AGREEMENT

54.01 Effective Dates and Duration of Agreement

The terms of this Agreement shall be binding and will remain in effect from the date of signing to November 21st, 1976.

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

Vacation entitlement provisions are effective from January 1, 1975.

54.02 Changes During Duration of Agreement

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

54.03 Amendment of Agreement

Notice to amend the Agreement following its expiry date shall be given in writing by either party to the other party, at any time within four (4) months prior to the expiry date. Failing agreement to amend by November 21st, 1976 this Agreement will continue in force until a new agreement is reached.

APPENDIX A

SALARY GRADES AND CLASSIFICATIONS

2	Clerk 1 Clerk-Typist 1 Library Assistant 1 Typist 1
3	Cashier Clerk 2 Clerk Steno 1 Clerk-Typist 2 Steno 1 Typist 2
4	Duplicating Equipment Operator 1 Library Assistant 2 Switchboard Operator Technician 1 Typist 3
5	Chief Operator Clerk 3 Clerk Steno 2 Data Conversion Operator 1 Secretary 1 Steno 2
6	Clerk Computer Operator (TR) Control Clerk Data Conversion Operator 2 Duplicating Equipment Operator 2 Information Specialist 1 Library Assistant 3 Media Research Assistant Secretary 2 Technician 2
7	Clerk Data Conversion Operator 3 Duplicating Equipment Operator 3 Events Administrative Assistant Library Assistant 4 Pension Assistant Publicity Assistant Statistics Clerk Stores Clerk

- 8 Computer Operator 1  
Departmental Resources Specialist  
Information Specialist 2  
Programmer Analyst 1  
Nurse 1  
Technician 3
- 9 Nurse 2  
Technician 4
- 10 Building Technologist  
Computer Operator 2  
Programmer Analyst 2  
Technician 5

APPENDIX A-1

EFFECTIVE NOVEMBER 22, 1974.

SALARY GRADE	RATE	START	EFFECTIVE NOVEMBER 22, 1974.				MAXIMUM
			6 MOS.	12 MOS.	18 MOS.	24 MOS.	
2	Monthly Bi-Weekly	575. 264.48	589. 270.92	596. 274.14	603. 277.36	625. 287.47	
3	Monthly Bi-Weekly	590. 271.38	612. 281.49	623. 286.55	634. 291.61	676. 311.85	
4	Monthly Bi-Weekly	615. 282.87	643. 295.75	657. 302.19	671. 308.63	725. 333.47	
5	Monthly Bi-Weekly	658. 302.65	690. 317.37	706. 324.73	722. 332.09	777. 357.39	
6	Monthly Bi-Weekly	700. 321.97	738. 339.45	757. 348.19	776. 356.93	845. 388.67	
7	Monthly Bi-Weekly	759. 349.11	799. 367.51	819. 376.71	839. 385.91	922. 424.08	
8	Monthly Bi-Weekly	819. 376.71	866. 398.32	889. 408.90	913. 419.94	1007. 463.18	
9	Monthly Bi-Weekly	882. 405.68	945. 436.66	977. 449.38	1008. 463.64	1134. 521.59	
10	Monthly Bi-Weekly	951. 437.42	1017. 467.78	1030. 482.96	1084. 498.60	1216. 559.31	

SALARY GRADE	RATE	START	6 MOS.	12 MOS.	18 MOS.	24 MOS.	MAXIMUM
10	Monthly 1051 Bi-Weekly 483.42	1088	1117	1150	1184	1234	1316
9	Monthly 982 Bi-Weekly 451.68	1014	1045	1077	1108	1234	1316
8	Monthly 919 Bi-Weekly 422.70	942	966	999	1033	1107	1222
7	Monthly 859 Bi-Weekly 395.10	879	899	919	939	1022	1107
6	Monthly 800 Bi-Weekly 367.97	819	838	857	876	945	1022
5	Monthly 758 Bi-Weekly 348.65	774	790	806	822	876	945
4	Monthly 715 Bi-Weekly 328.87	729	743	757	771	825	876
3	Monthly 690 Bi-Weekly 317.37	701	712	723	734	778	825
2	Monthly 675 Bi-Weekly 310.47	682	689	696	703	725	755
1	Monthly 650 Bi-Weekly 298.50	655	662	669	676	700	725

EFFECTIVE APRIL 1, 1975

APPENDIX A-2

SALARY GRADE	RATE	START	6 MOS.	12 MOS.	18 MOS.	24 MOS.	MAXIMUM
10	Monthly 1051 Bi-Weekly 483.42	1088	1117	1150	1184	1234	1316
9	Monthly 982 Bi-Weekly 451.68	1014	1045	1077	1108	1234	1316
8	Monthly 919 Bi-Weekly 422.70	942	966	999	1033	1107	1222
7	Monthly 859 Bi-Weekly 395.10	879	899	919	939	1022	1107
6	Monthly 800 Bi-Weekly 367.97	819	838	857	876	945	1022
5	Monthly 758 Bi-Weekly 348.65	774	790	806	822	876	945
4	Monthly 715 Bi-Weekly 328.87	729	743	757	771	825	876
3	Monthly 690 Bi-Weekly 317.37	701	712	723	734	778	825
2	Monthly 675 Bi-Weekly 310.47	682	689	696	703	725	755
1	Monthly 650 Bi-Weekly 298.50	655	662	669	676	700	725

APPENDIX A

EFFECTIVE NOVEMBER 22, 1975

SALARY GRADE	RATE	START	6 MOS.	12 MOS.	18 MOS.	24 MOS.	MAXIMUM
10	Monthly 1051 Bi-Weekly 483.42	1088	1117	1150	1184	1234	1316
9	Monthly 982 Bi-Weekly 451.68	1014	1045	1077	1108	1234	1316
8	Monthly 919 Bi-Weekly 422.70	942	966	999	1033	1107	1222
7	Monthly 859 Bi-Weekly 395.10	879	899	919	939	1022	1107
6	Monthly 800 Bi-Weekly 367.97	819	838	857	876	945	1022
5	Monthly 758 Bi-Weekly 348.65	774	790	806	822	876	945
4	Monthly 715 Bi-Weekly 328.87	729	743	757	771	825	876
3	Monthly 690 Bi-Weekly 317.37	701	712	723	734	778	825
2	Monthly 675 Bi-Weekly 310.47	682	689	696	703	725	755
1	Monthly 650 Bi-Weekly 298.50	655	662	669	676	700	725

## APPENDIX A-4

EFFECTIVE APRIL 1, 1976

SALARY GRADE	RATE	START	6 MOS.		12 MOS.		18 MOS.		24 MOS.		30 MOS.		36 MOS.		42 MOS.		48 MOS.	
2	Monthly	787.	797.	804.	812.	820.	826.	833.	839.	846.	853.	860.	866.	873.	880.	887.	894.	901.
	Bi-weekly	362.13	365.89	369.64	373.40	377.16	380.11	383.06	386.01	388.96	391.91	394.86	397.81	400.76	403.71	406.66	409.61	412.56
3	Monthly	805.	818.	830.	843.	856.	869.	882.	895.	907.	920.	933.	946.	959.	972.	985.	998.	1011.
	Bi-weekly	370.18	376.08	381.99	387.88	393.79	399.69	405.60	411.50	417.40	423.30	429.20	435.10	441.00	446.90	452.80	458.70	464.60
4	Monthly	834.	850.	867.	883.	899.	915.	931.	947.	962.	978.	994.	1010.	1026.	1042.	1058.	1074.	1090.
	Bi-weekly	383.59	391.11	398.62	406.13	413.64	421.15	428.66	436.17	443.68	451.19	458.70	466.21	473.72	481.23	488.74	496.25	503.76
5	Monthly	894.	903.	921.	940.	959.	975.	991.	1007.	1023.	1039.	1055.	1071.	1087.	1103.	1119.	1135.	1151.
	Bi-weekly	406.66	415.25	423.84	432.42	441.01	449.60	458.19	466.78	475.37	483.96	492.55	501.14	509.73	518.32	526.91	535.50	544.09
6	Monthly	931.	955.	977.	1000.	1022.	1042.	1062.	1082.	1102.	1122.	1142.	1162.	1182.	1202.	1222.	1242.	1262.
	Bi-weekly	429.20	439.10	449.99	459.77	469.96	479.22	488.47	497.73	506.98	516.24	525.49	534.74	544.00	553.25	562.50	571.75	581.00
7	Monthly	1002.	1025.	1049.	1072.	1095.	1119.	1144.	1168.	1192.	1216.	1240.	1264.	1288.	1312.	1336.	1360.	1384.
	Bi-weekly	460.85	471.57	482.31	493.04	503.77	514.51	525.24	535.97	546.70	557.43	568.16	578.89	589.62	600.35	611.08	621.81	632.54
8	Monthly	1072.	1099.	1127.	1154.	1182.	1209.	1236.	1264.	1291.	1318.	1345.	1372.	1400.	1427.	1454.	1481.	1508.
	Bi-weekly	493.04	505.38	518.26	530.59	543.40	556.08	568.69	581.29	593.89	606.49	619.09	631.69	644.29	656.89	669.49	682.09	694.69
9	Monthly	1145.	1183.	1219.	1256.	1292.	1329.	1366.	1403.	1439.	1476.	1513.	1550.	1587.	1624.	1661.	1698.	1735.
	Bi-weekly	526.84	544.01	560.64	577.01	593.43	611.33	628.23	645.13	662.03	678.93	695.83	712.73	729.63	746.53	763.43	780.33	797.23
10	Monthly	1228.	1284.	1303.	1341.	1381.	1420.	1458.	1497.	1535.	1574.	1612.	1651.	1690.	1729.	1768.	1807.	1846.
	Bi-weekly	565.06	591.97	599.08	626.97	653.81	680.88	707.89	734.93	761.97	789.01	816.05	843.09	870.13	897.17	924.21	951.25	978.29

