

22.03 Hiring Policy

- (a) The University shall fill vacancies from within the bargaining unit, providing employees are available with the required minimum qualifications, before hiring new employees.
- (b) Applicants for posted vacancies shall be appointed on the basis of ability, qualifications and seniority.

22.04 Promotion

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

22.05 Transfer

- (a) Definitions:
 - (i) Transfer - a change from an employee's position to another in the same pay grade which results from the employee applying and being selected for a posted vacancy.
 - (ii) Involuntary Transfer - The movement of an employee from a discontinued position to another position in the same classification. Reassignment of an employee to duties in the same classification within a department shall not be considered involuntary transfer.
- (b) No employee shall be involuntarily transferred except where her/his position is discontinued.
- (c) Transfer, involuntary transfer and reassignment shall not alter an employee's salary.

22.06 Reduction of Classification

- (a) Definition: A change in an employee's position to another in a lower pay grade other than as provided for in Article 22.08 (Trial Period for Transfer and Promotion).
- (b) Salary Adjustment: If an employee's salary is above the maximum of the pay grade to which she/he moves, it will be adjusted to the maximum. If the employee's salary is at or below the maximum of the new pay grade, it will be adjusted to the next step in the new pay grade which is less than her/his previous salary.

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

22.07 Temporary Promotion

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

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

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

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

22.08 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.

22.09 Transfer Outside the Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without her/his consent. If the employee is transferred back to a position in the bargaining unit within six (6) months, she/he shall begin accruing seniority from the level in effect before the transfer out of the bargaining unit took place, i.e., no seniority shall accrue during the period the employee is outside the bargaining unit.

ARTICLE 23 - EMPLOYEE FILES

23.01

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

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

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

- (a) termination of employment,
- (b) restriction of opportunity of promotion, OR
- (c) restriction of opportunity of future employment.

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

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

ARTICLE 24 - WORKING CONDITIONS

24.01

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

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

24.02 Working Conditions

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

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

24.03 Working Conditions Committee

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

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

24.04 Union Representation

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

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

24.05 Consultation

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

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

24.06 Lighting

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

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

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

24.07 Protective Clothing

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

ARTICLE 25 - PERMANENT LIBRARY CARD

25.01

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

ARTICLE 26 - STATUTORY HOLIDAYS

26.01 Definition

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

26.02 List of Statutory Holidays

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

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

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

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

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

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

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

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

44.02 Paid Holiday During Leave

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

44.03 Continuance of Employee Benefits

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

44.04 Reimbursement Following Return to work

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

ARTICLE 45 - PURCHASE AND MAINTENANCE OF FURNITURE AND EQUIPMENT

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

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

ARTICLE 46 - SAFETY AND WORKING CONDITIONS

46.01 Workers' Compensation Board Standards

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

46.02 University Safety Committee

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

46.03 Other Related Committees

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

46.04 Unsafe Conditions

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

46.05 Joint Working Conditions Committee

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

ARTICLE 47 - PROTECTIVE CLOTHING AND EQUIPMENT

47.01 Where Required

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

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

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

47.02 Repair or Replacement of Damaged Clothing

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

(a) the employee was wearing the provided protective apparel

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

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

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

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

47.03 Specified Clothing to be Provided

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

ARTICLE 48 - TECHNOLOGICAL CHANGE

48.01 Purpose

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

48.02 Joint Technological Change Committee

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

48.03 Supply of Information

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

48.04 Definition

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

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

48.05 Changes not Technological

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

48.06 Notice of Intent

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

48.07 Retraining and Assistance

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