

ARTICLE 1: PREAMBLE

1.01 Parties

This Agreement is made and entered into between:

THE BOARD OF GOVERNORS OF SIMON FRASER UNIVERSITY (hereinafter called "The University") of the first part

and

THE ASSOCIATION OF UNIVERSITY AND COLLEGE EMPLOYEES, Local No. 2 (hereinafter called "The Union") of the second part.

1.02 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.

1.03 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 22, 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 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 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 to time comprising two weeks.
- d) "Month" shall be the calendar month.

ARTICLE 3: UNION SECURITY

3.01 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.

3.02 No Discrimination

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

3.03 Union Shop

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

ARTICLE 3: RECOGNITION, 3.03 Union Shop (Continued)

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.

3.04 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.

3.05 a) Union Representatives

- a) ~~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) 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.
- c) 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.
- d) The number of stewards recognized by the University shall not exceed ten (10) per cent of the employees at any one time.

3.06 Strikes and Lockouts

Failure of an employee to cross an established picket line shall not be considered a breach of this Agreement.

3.07 Observation of Picket Lines

- a) 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.
- b) 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.
- c) 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.

ARTICLE 3: UNION SECURITY, 3.07 Observation of Picket Lines (Continued)

Also, during such period, any essential services which are the subject of Letters of Understanding between the parties will be maintained.

3.08 Attrition and Speed-Up

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 4: HUMAN RIGHTS

4.01 Human Rights

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 s/he has dependents or not.

4.02 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.

4.03 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.

Personal Files

4.04 The University shall inform an employee of any internal or external reports received, which cause or may cause the employee to suffer:
1) a termination of employment
2) 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.

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

ARTICLE 5: DUES CHECK-OFF

5.01 Authorization

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 Collection of Dues

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

Before January 31st of each year, the University will provide the Union with a year-end statement summarizing the information referred to in Article 6 (6.03) above for use by the Union in issuing income tax receipts.

ARTICLE 6: BONDING

- 6.01 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.
- 6.02 A new employee may be hired with the provision that s/he is bondable. If said employee is unbondable (as in Article 7 (7.01) above) s/he may be dismissed without notice.
- 6.03 The University shall determine the bondability of an employee prior to transferring or promoting the employee to a position requiring bonding.
- 6.04 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 7: UNION-UNIVERSITY RELATIONS

7.01 Union Business

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

7.02 Communications

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

- 1) duplicating services at cost
- 2) rooms for meetings at cost
 - for 1/2 hour during noon meal periods
 - after 6:00 PM and on weekends or statutory holidays

both subject to the same conditions as other on-campus organization users. See Policy AD 1-7.

- 3) bulletin boards: Ten boards for conveying information on the business affairs of the Union.
- 4) paid time off for meetings: When the University and the Union agree that such would be of mutual benefit, paid two hour meetings during working hours will be arranged for the membership.

Union Meetings should be 7:03 (g) (on page 5)

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.

7.03 Union Activity

- a) Information meetings for new employees: The University agrees that a Union representative shall be allowed approximately one-half (1/2) 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) Contacting 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) Full-time Leave of absence: 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 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) would apply.

ARTICLE 8: UNION-UNIVERSITY RELATIONS, 8.03 Union Activity (Continued)

- d) Short-term leave of absence: 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 (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) Contract negotiations: The University shall permit time off from work for a reasonable number of negotiations on the Union negotiating team. Such time will include 1/2 hour before and 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.
- ⁹⁾ See UNION MEETINGS (p. 4)
The University shall not issue any Policies or Procedures which contravene these articles of agreement.

ARTICLE 8: EMPLOYEE USE OF UNIVERSITY FACILITIES

- ⁸⁾ 8.01 University 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.

⁸⁾ 8.02 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.

⁸⁾ 8.03 Staff Lounges and Food Services

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

ARTICLE 9: GRIEVANCE PROCEDURE

⁹⁾ 9.01 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 informed as to the individual membership of the committee. The two 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⁾ 9.02 Grievance Procedure

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

ARTICLE 9: GRIEVANCE PROCEDURE, 9.02 Grievance Procedure (Continued)

Agreement or between the University and the Union. A resolution of a grievance shall not contravene the conditions of the Articles of Agreement nor amend the Agreement. Any such issue not resolved through the Grievance Procedure shall be considered a matter for arbitration. Such grievances shall be resolved, without stoppage of work, in the following manner. A grievance involving more than one employee in more than one 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 ~~the terms of~~ 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:

- 1-the nature of the grievance and the incident from which it arose
- 2-an indication of the Article(s) concerned or alleged to have been violated, or difference of opinion
- 3-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 office, the Division Steward and Director of Personnel. 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 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 in an effort to resolve the grievance. They will be given fourteen (14) working days in which to do so.

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.

ARTICLE 9: GRIEVANCE PROCEDURE, 9.02 Grievance Procedure (Continued)

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.

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 of the Grievance Procedure.

Grievance settlements shall be applied retroactively to the date of the incident giving rise to the 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 Letter of Understanding

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

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

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

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

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

ARTICLE 11: TERMINATION, SUSPENSION, DISCIPLINE AND RESIGNATION

TERMINATION: an involuntary ending of employment

RESIGNATION: a voluntary ending of employment

11.01 Notification of Termination or Suspension

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 working days.

11.02 Notice, or Pay in Lieu of Notice

Continuing employees shall receive four weeks notice or pay in lieu of notice in the event of termination, except for gross misconduct.

Temporary employees with more than 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.

11.03 Reinstatement after Discharge for Unjust Cause

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.

11.04 Benefits and 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

Probationary employees, after 15 days continuous employment, get 1 wk. notice, or pay in lieu, except for gross misconduct

ARTICLE 11: TERMINATION, SUSPENSION, DISCIPLINE AND RESIGNATION, 11.04 Benefits and Termination

(Continued)

an employee who resigns, and on the last day of employment of an employee who is terminated.

- 11.05 If an employee resigns, ten (10) working days notice will be given prior to the date of termination. 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.

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. _____ hours equals one month. (Months determined by multiplying the number of hours in the work week by 52, then dividing by 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 (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) Seniority shall accrue from the first day of employment for continuing full-time staff as provided for herein.
- b) Seniority shall accrue from the first day of employment for continuing part-time staff as provided for herein.
- c) Temporary employees shall maintain seniority from the date of employment on a temporary employees' seniority list, after 15 continuous working days, providing there is no greater break in service than six (6) months.
- d) 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) Seniority will continue to accrue during the first four (4) months of absence from work due to layoff.
- f) 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) 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, TRANSFERS, PROMOTIONS

13.01 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

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

Both parties agree:

- a) with the principle of promotion within the service of the University;
- b) that job opportunity shall increase in proportion to the length of service; Promotions shall be based equally on ability, qualifications and seniority.
- c) 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 \$10.00 bi-weekly.

13.04 Temporary Promotions

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.

13.05 Transfers

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

Any employee may apply for a vacant position in the same salary range and classification, subject to "Promotion", Article 14, 14.03.

13.06 Transfer Outside the Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without her/his consent. If the employee is transferred back to a position in the bargaining unit, seniority will have accrued during the period of transfer.

13.07 Trial Period for Transfer and Promotion

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,

ARTICLE 13: VACANCIES, TRANSFERS, PROMOTIONS, 13.07 Trial Period for Transfer and Promotion
(Continued)

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.

13.08 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 12, 12.02, without recourse to the Grievance Procedure.

ARTICLE 14: CLASSIFICATION OF WORK

14.01 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.

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 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.

14.02 Job Splitting

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

ARTICLE 15: JOB REVALUATION AND RECLASSIFICATION

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

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.

15.02 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.

15.03 The Personnel office will review the case as required. Revaluation requests must include:

- a) a copy of the existing job description
- b) a description of the present job situation
- c) comment on the substantive differences between the present situation and the existing job description
- d) indication of the amount of time spent on each task
- e) suggested appropriate classification
- f) indication of what other positions on campus seem to compare, if any

ARTICLE 15: JOB REVALUATION AND RECLASSIFICATION, 15.02 (Continued)

g) if appropriate, an indication of what new skills or qualifications are required to do the substantively changed job

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

15.074 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.

15.075 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.

15.076 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.

15.077 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.

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

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

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

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

ARTICLE 16: LAYOFF AND RECALL

16.01 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.

16.02 Recall List

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

16.03 Length of Recall

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

16.04 Notice of Recall

a) Notice of recall shall be made by telephone, or if this is unsuccessful, by registered mail to the last address of the employee known by the University.

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.

16.05 Salary of Recalled Employees

Recalled employees shall receive no less than their former salary.

16.06 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.

16.07 Lay-Off due to Technological Change

Persons laid off due to mechanization, technology, or automation shall receive three (3) months pay or notice, plus one week's pay for each year's service up to twelve (12) weeks.

16.08 Lay-Off 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.

ARTICLE 14: LAYOFF AND RECALL (Continued)

14.09 Lay-Off and Bumping

- a) The University shall arrange layoff 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 17, 17.09 (b).
- b) A laid off employee may bump a person of less seniority provided s/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, s/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.

16.10 Temporary Employees

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

16.11 Notice of Layoff

The University shall give a minimum of four week's notice or pay in lieu of notice to continuing employees, in the event of layoff.

ARTICLE 17: EMPLOYEE TRAINING AND DEVELOPMENT

17.01 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.

17.02 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 18: STUDY BENEFITS

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

- a) Application is made on FAD 9-3 available from Personnel Services an approved in advance of course registration.
- b) Any necessary arrangements for time off the job have been made with the supervisor and approved in advance.
- c) The course is taken on campus and for credit.
- d) The supervisor certifies that all make-up time has been recovered.
- e) 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 100 per cent.

ARTICLE 19: UNIVERSITY FUNCTIONS

19.01 Where a function or activity sponsored by a University department (exclusive of events covered by Article 19) conflicts with an employee's scheduled working hours, an advance request may be made of the supervisors for time off to attend.

Based on departmental requirements, the supervisor may or may not approve the request.

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

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

ARTICLE 20: HOURS OF WORK

ARTICLE 21: OVERTIME.

- 21.01 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 21)
- 21.02 Compensation
- a) Compensation for overtime shall be paid at the rate of two times the hourly rate for hours worked to the nearest quarter hour.
 - b) Overtime worked in addition to a shift, other than day shift, will be paid for at two times the differential rate.
- 21.03 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 half-hour meal period, **Article 22.06**) 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'. (2306)
- 21.04 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.
- 21.05 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.
- 21.06 Meal Period
~~Employees~~ requested to work overtime in excess of two (2) hours beyond their regular work day shall be allowed an unpaid one-half hour meal period before, during, or after the overtime work period. At least one (1) half-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.
- 21.07 Voluntary
~~The University~~ shall endeavour to keep overtime to a minimum. Overtime shall be on a voluntary basis.
- 21.08 Scheduled Overtime
- Scheduled overtime is overtime that has been prearranged. This does not preclude the operation of Article 22 (22.03)

ARTICLE 21: OVERTIME, 22.08 Scheduled Overtime (Continued)

21.09 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.

- 21.10 a) Cancellation of a callout, either before or after the employee starts work, will result in four (4) hour minimum at overtime rates.
- b) Cancellation of scheduled overtime, either before or after the employee starts work, will result in a one (1) hour minimum at overtime rates.

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

ARTICLE 22: SHIFTS AND SHIFT DIFFERENTIAL

22.01 Split Shifts

There shall be no split shifts.

22.02 Shift Definition

| NAME | TIME BOUNDARIES | Mon. 12:01 AM | Sun. 12:01 AM |
|-----------|---------------------|---------------------|----------------------|
| | | to | to |
| | | Sat. 12:00 PM: | 12:00 PM: |
| | | RATE | |
| DAY | 8:00 AM to 6:00 PM | reg. hrly rate | r.h.r. plus .50 hr. |
| AFTERNOON | 6:00 PM to 12:00 PM | r.h.r. plus .65 hr. | r.h.r. plus 1.15 hr. |
| NIGHT | 12:00 PM to 8:00 AM | r.h.r. plus .90 hr. | r.h.r. plus 1.40 hr. |

Shift times will be calculated in 1/2 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.

22.03 Shift Schedule

- a) Shift schedules shall be posted 14 days in advance.
- b) The employer shall provide the employee with at least one week notice for any change of shift. The change of shift must be with the consent of the employee.

22.04 Time between Scheduled Shifts

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

22.05 Consecutive Days Off

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

22.06 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, i.e. 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 ²³~~24~~: ESCORT AND TRANSPORTATION

- 23.01 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 home, the employee will be reimbursed taxi fare.
- 23.02 a) 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 15 minute wait.
 b) 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) In the event this is not possible, the University shall provide taxi vouchers or reimbursement for taxi fare.
- 23.03 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 ~~24~~: PURCHASE AND MAINTENANCE OF FURNITURE

- 24.01 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 condition.

ARTICLE 25: PARKING

- 25.01 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 26: CAR POOLS

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

ARTICLE 27: RELIEF PERIODS (COFFEE BREAKS)

- 27.01 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 half of the work period and the other during the second half.

The above notwithstanding, in some circumstances it may be appropriate for the supervisor and 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 ~~28~~: PAID HOLIDAYS

28.01 Definition and Delineation

A paid holiday (See Article 29, 29.02) or any official university holiday.

28.02 List of Statutory Holidays

| | |
|---------------|------------------|
| New Years Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Victoria Day | Christmas Day |
| Dominion Day | Boxing Day |
| B.C. 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

- 28.03 a) Where a paid holiday falls on a scheduled day off, employees shall receive equivalent time off or pay in lieu at regular rates (i.e. the rate that would

ARTICLE 29: PAID HOLIDAYS, 29.03 (Continued)

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.

- b) 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 (a) 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 ^{SHIFT DIFFERENTIALS} premiums, Article 23, 23.02)

NOTE: This Article should be cross referenced in the following Sections:

22 - OVERTIME and

23 - SHIFTS AND SHIFT DIFFERENTIAL

29.04 Additional Religious Holidays

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

ARTICLE 30: UNIVERSITY CLOSURE

- 30.01 Should the university, or an area of the university, be officially closed temporarily due to environmental conditions, utility disruption, 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 29.

ARTICLE 30: ANNUAL VACATIONS

ARTICLE 31: SICK LEAVE

ARTICLE 33: MATERNITY LEAVE

33.01 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. The University will assist employees in applying for benefits under the Maternities Provisions of the Unemployment Insurance Act. Seniority will continue to accrue during Maternity Leave.

NOTE: Any additional time requested will be covered by the Section on Extended Leave.

The employee shall, during the term of such leave, pay 100 per cent of benefit premiums (See Article). Two 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 UIC Maternity Benefit period.

ARTICLE 33: COMPASSIONATE LEAVE

33.01 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 34: EXTENDED LEAVE WITHOUT PAY

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

- 1 a) Public Office
- 2 b) Educational purposes
- 3 c) Other personal reasons

d) 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.

e) 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.

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

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

34.02 Holidays while on personal leave
Where a holiday falls within a period of personal leave (i.e. leave of absence without pay) the employee shall receive pay for that holiday provided the employee has earned wages for at least fifteen days during the thirty calendar days immediately preceding the holiday.

34.03 Benefits while on personal leave
When an employee takes a leave of absence s/he will make arrangements to pay 100 percent of the benefit costs.

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

ARTICLE 35: ELECTIONS

35.01 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 hours in advance of the hour for the closing of the polls.

ARTICLE 36: COURT DUTY

36.01 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 for those days the employee would normally have worked.

ARTICLE 37: CHANGE OF DOMICILE

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

ARTICLE 38: SENATE, BOARD OF GOVERNORS

38.01 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) PM such elected or appointed employees will be given four (4) hours off, with pay, the following morning.

ARTICLE 39: PERSONAL LEAVE

39.01 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 40: SAFETY AND WORKING CONDITIONS

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

40.02 The Union shall have at least one seat on the University Safety Committee. The Union shall have representation on other committees that concern any employee's safety and working conditions.

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

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

ARTICLE 41: PROTECTIVE CLOTHING AND EQUIPMENT

41.01 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 Dept. of Health has determined them necessary for the personal safety of employees.

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

41.03 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

ARTICLE 41: PROTECTIVE CLOTHING AND EQUIPMENT, 41.03 (Continued)

- 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.

41.04 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 42: OFF-CAMPUS DUTY

42.01 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* (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.

Conditional on approval by Union of insurance policy.

42.02 Travel Expenses

Employees required to travel off campus in the course of their duties shall have transportation arranged for them

- a) by public carrier, using pre-paid tickets, vouchers or through reimbursement
- b) through vehicle rental
- c) through use of the employee's personal vehicle with reimbursement at the rate established for the university community

NOTE: 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. 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

- d) When employees are required to carry over 200 pounds of equipment in a personal vehicle, an additional five cents (.05) per mile will be paid.

42.03 Meals and Lodging

- a) 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.
- b) 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.
- c) Lodging shall be single room accommodation unless this is not available.
- d) When an employee is required to travel on University business s/he will receive the same travel expenses as other members of the University community
- e) Travel time shall, where possible, be during regular working hours.
- f) Reasonable expenses, other than those of a personal nature, shall be reimbursed by the University.

ARTICLE 43: TECHNOLOGICAL CHANGE

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

43.02 Definition of Displacement

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 a 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.

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

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

43.03 Notice

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.

43.04 Cost of Retraining

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

43.05 Severance Pay

Persons laid off due to conditions of this Article shall receive 13 weeks notice, or pay in lieu of notice, plus one (1) weeks pay for each years 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 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.

43.06 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.

43.06 Joint 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.

ADDENDA

DAY CARE

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

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.

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.

HEADINGS

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

LETTER OF AGREEMENT (11 April, 1975)

For purposes of correspondence:

The Union shall direct all correspondence to the University through the Director of Personnel;

The University shall direct all correspondence to the Union and any of its committees, officers or representatives through the Secretary of the Union at the official Union address.

This letter of agreement refers to correspondence only.

LETTER OF UNDERSTANDING (April 8, 1975)

The Union and the University shall meet immediately upon the signing of this Agreement to agree upon a list of ten (10) impartial arbitrators. If the two parties are unable to agree on a list within three (3) weeks of the signing of this Agreement, they shall request the Minister of Labour to supply a list. In either case, at least fifty per cent (50 %) of those on the list shall be women. The arbitrators shall serve on a rotating basis, when available.