

AUCE CONTRACT DEMANDS

SECTION I: Definitions

Article A) 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 three months of unbroken service, the employee shall be considered a "continuing employee", and her/his probationary period shall be considered completed. 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.)

f) Student Assistant

The term student assistant shall mean any student who is enrolled at the University and regularly works no more than ten (10) hours in any one (1) week. Such employees are outside the certification. A student who regularly works more than ten (10) hours a week shall be considered an employee as defined in Section 1 above.

Student assistants performing duties normally done by employees bound by this Agreement shall be paid at said employees' regular rates of pay as outlined in this Agreement. Student Assistant positions must be authorized by the Union.

Article B) Time

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

b) "Work day" shall be the standard work period between 8:00 AM and 6:00 PM.

c) "Work week" shall be the five (5) days Monday through Friday.

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

e) "Bi-weekly period" shall be a period of time comprising two weeks.

f) "Month" shall be the calendar month.

SECTION 2: General Purpose

The purpose of this collective Agreement is to establish an orderly collective bargaining relationship between the University and the Union. No employee shall make any written or verbal contract which may conflict with this Agreement.

SECTION 3: 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.

SECTION 4: Union Label

The Union label shall be made available to the University and the privilege of using this label shall be extended as long as this Agreement remains in full force and the University is fulfilling its terms and conditions.

SECTION 5: Union Security

Article A) No Discrimination

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

Article B) Union Shop

a) Current Employees

As a condition of continued employment, all those employees who are eligible for membership into this Union shall, as of the date of signature of this Agreement, become Union members.

(SFU)
Local II

b) New Employees

Employees hired after the date of signature of this Agreement shall become Union members within two (2) weeks from their date of hire.

Article C) Notification by the University

The University agrees to notify the Union, in writing, within five (5) working days, when an employee resigns or has been hired, promoted, transferred, laid-off, recalled, suspended or terminated.

Article D) Discharge of Non-Members

Upon written notice being given to the University by the Union that an employee is no longer a member of the Union, the University agrees to terminate employment of said employee within seven (7) days of receipt of notice.

Article E) 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.

Article F) Strikes and Lockouts

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

Article G) Attrition

The University will make every effort to fill a vacant position within a reasonable time, and will not cut down the number of regular jobs available through attrition, without prior permission from the Union.

Article H) Use of Student Employees

The use of student employees will not interfere with, or jeopardize, the employment of any member, or prospective member, of the bargaining unit.

SECTION 6: Human Rights

Article A) Human Rights

The University agrees 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.

Article B) Personal Rights

The University and representatives agree that rules, regulations and requirements shall be limited to matters pertaining to work required of each employee.

Article C) Employee Access to University Files

Each employee shall have access to files or dossiers compiled by the University or its agents, as these files relate to the individual employee. The employee shall have the right to add written comment to any documents and further shall be provided, at no cost to the employee, with photo copies of all and any documents s/he requests without delay.

Article D) Outside Requests for Personal Data

Replies to requests, from any source, for information on any employee must be approved by the individual in question. The employee must be informed of any request (aborted or not), name of inquirer, information sought and purpose of the information.

Where possible, the University shall insist that any requests for information be made in writing. The employee will have the right to allow or deny the release of his/her personal information and shall receive a copy of the request and the reply (if any) without delay.

This section shall apply to ex-employees also.

SECTION 7: Dues Check-Off

Article A) Authorization

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

Article B) 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.

Article C) 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.

Article D) Receipts for Income Tax

The University shall supply all employees with receipts for Union membership dues and assessments deducted during the year. These shall be suitable for Income Tax purposes and shall be delivered to the employee by February 28th the following year.

SECTION 8: Bonding

When the University requires an employee to be bonded as a condition of employment, the University shall pay all costs of such bonding.

SECTION 9: Union/University Relations

Article A) Union Business

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

Article B) 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 - 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.
- 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-hour meetings during working hours will be arranged for the membership.

Article C) Union Activity

a) One-Hour Explanation

The University agrees that a member of the Local Executive or the Steward shall be allowed up to one hour during working hours to meet and explain the functions of the Union to each new employee and to sign the new employee into the Union.

b) Contacting at Work

The representative(s) of the Union shall have the right to contact employees at work on matters respecting this Agreement or its administration.

c) Full-Time Leave of Absence

The University agrees to grant a leave of absence without pay of up to one (1) year, to employees who have been elected to a full-time office or position in the Union. Further leave may be granted by mutual consent.

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.

e) Union Office

The University shall provide the Union with a furnished and serviced office, centrally located, and suitable for storage, working and the holding of meetings for up to twenty (20) people.

f) Payment for the Negotiating Team

The University shall permit time off from work for all negotiators on the Union negotiating team, without deduction of salary. 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.

g) Union Meetings

The University agrees to allow employees a two-hour (2-hour) lunch period from 12 PM to 2 PM on the second Tuesday of each and every month for a Union meeting. Where it is necessary to keep office or libraries open during this period, special arrangements will be made upon mutual consent of the Department Head and Steward involved.

h) Policies and Procedures Instructions

In cases where the University's Policy and Procedures instructions relate to matters in this Agreement, such Policies and Procedures shall not be implemented until the Union has approved the wording.

SECTION 10: Employee Use of University Facilities

Article A) University Facilities

The University shall provide access for all employees to University recreational and service facilities during those hours scheduled for staff or public use.

Article B) Library Cards

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

Article C) Staff Lounges and Food Services

Lounges, restricted to staff only, shall be provided for the employees for relaxation, eating and meeting. There shall be one such lounge for each of the following areas:

- 1) Classroom Complex
- 2) Academic Quad
- 3) Sciences Complex
- 4) Theatre
- 5) Physical Plant
- 6) Library
- 7) West Mall (Rotunda, Traffic and Security, Medical and Counselling Services)
- 8) Gymnasium
- 9) Administration Building
- 10) Education Complex
- 11) Other buildings or areas, as constructed or developed

Food services shall be provided within or adjacent to lounges in some convenient and inexpensive manner.

The lounges shall be tastefully decorated and provide seating for up to fifty percent of the employees it is meant to serve.

SECTION 11: Grievance Procedure

Article A) Adjustment of Complaints

The Union's Grievance Committee or its representative(s) shall, as the occasion warrants, meet with the University's representative(s) for the purpose of discussing and negotiating a settlement of any grievance arising between the Union and the University, including possible re-negotiations of Agreements; these matters shall be introduced to such meetings only after the established Grievance Procedure has been followed.

Article B) 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, or difference of opinion arising during the term of this Collective Agreement; whether between the University and any employee bound by this agreement or between the University and the Union. Any such issue not resolved through the Grievance Procedure shall be considered a matter for arbitration. Such grievances shall be resolved, without stoppage or 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 shall be given three (3) working days to solve the grievance.

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 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 Department Head, the Division Steward and the Director of Personnel. If the Department Head 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 Union Grievance Committee and to the University.

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 Department Head 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, it shall be referred to the Union Grievance Committee and the University or its representative(s), 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.

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 in 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.

SECTION 12: Arbitration

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 weeks of the signing of this Agreement, they shall request the Minister of Labor to supply a list. In either case, at least fifty per cent of those on the list shall be women. The arbitrators shall serve on a rotating basis, when available.

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 or 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.

SECTION 13: Dismissal, Suspension, Discipline and Resignation

Article A) Notification of Discharge or Suspension

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

Refusal to cross picket lines during a strike does not constitute reason for dismissal.

Article B) Notice, or Pay in Lieu of Notice

Continuing full-time and part-time employees, in case of discharge, shall receive one month's notice or one month's salary in lieu of notice.

Temporary employees and probationary employees shall receive two weeks' notice or two weeks' salary in lieu of notice.

Article C) Reinstatement after Discharge for Unjust Cause

If, as a result of the Grievance Procedure and/or Arbitration, 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.

Article D) Notice of Resignation

If an employee resigns, ten working days notice will be given prior to the date of termination.

Article E) Benefits and Resignation

In case of discharge 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 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 discharged.

SECTION 14: Seniority

Article A) 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 Section 1 above, regardless of occupational change.

Article B) 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.)

In the case of temporary employees who work regularly or irregularly, if such employees move or wish to move to one of the other groups of employees as defined under Section 1/A their total service time from initial date of appointment will be counted for seniority purposes. Permission to switch to another group will not be withheld.

Article C) Accrual of Seniority

- a) Seniority shall accrue from the first day of employment for continuing full time staff.
- b) Seniority shall accrue from the first day of employment for continuing part-time staff.
- c) Temporary employees shall accrue seniority from the date of employment on a temporary employees' seniority list providing there is no greater break in service than six (6) months.
- d) Seniority shall continue to accrue during layoffs, strikes and lockouts.
- e) Seniority shall continue to accrue during absence because of sickness.
- f) Seniority shall continue to accrue during leaves of absence.

Article D) Seniority Lists

Up-to-date seniority lists shall be sent to the Union on the first day of each semester with the first list being provided one week after the signing of this agreement, and shall be posted on the Union Notice Board when received. There shall be a separate list for temporary employees.

SECTION 15: Transfers and Promotions

Article A) Job Postings

The University shall fill vacancies from within the bargaining unit and then from the recall list before hiring new employees, providing employees are available with the necessary ability and qualifications. All vacancies for continuing and temporary positions shall be posted on all Union bulletin boards for at least five working days, with a copy to the Union office and to employees on the recall list, including job title and outline of job duties and salary. Each notice of a vacant position shall state "This position is open to male and female applicants". The University shall inform the Union when the vacancy is filled. The burden of proving the inability of the employee to fill a post rests with the University.

Article B) Promotion

Both parties agree

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

Promotions shall be based on ability, qualifications and seniority.

Article C) Temporary Promotion - See Job Rotation

Article D) Transfer

Any employee shall have the right to apply for a vacant job of equal salary range and classification, subject to Promotion Section 14/B/b.

Article E) 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 be calculated on the basis of total length of employment at the University.

Article F) Trial Period for Transfer and Promotion

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

SECTION 16: Classification of Work

Article A) Job Description

- a) The University agrees to draw up separate job descriptions for all positions and classifications for which the Union is the bargaining agent, and provide, to the Union, copies of such descriptions. Such descriptions and a list of qualifications for each step in the current job title structure must be received by the Union prior to _____. These shall become the recognized job descriptions unless written notice of objection is given by the Union within thirty (30) days of receipt of these descriptions. Any job description with which the Union disagrees shall be subject to the Grievance Procedure beginning at Step 3. This provision shall remain in effect until job descriptions are provided and implemented through the Job Evaluation Committee.
- b) An employee leaving a position at the University held for a year or more shall write a job description outlining her/his duties. This description shall be forwarded to the Personnel Office, with one copy to the Union.
- c) 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. Employees splitting positions shall be provided full benefits.

Article B) Job Evaluation Committee

- a) A standing committee shall be set up by the University and the Union to discuss and develop a revised Job Evaluation Program under a system which is mutually agreed upon. The standing committee shall work out the details of the Job Evaluation system and the implementation method.
- b) The standing committee will be set up within five days of the date of signing of the Agreement and shall be composed of three representatives of each party.
- c) Job descriptions and rates of pay for new classifications will be agreed to and implemented through the Job Evaluation Committee.
- d) Job Evaluation - Should a dispute arise as to the description or evaluation of a job or jobs, it shall be dealt with in the Job Evaluation Committee and if not resolved there it shall be taken to the Grievance Procedure.

SECTION 17: Reclassification

Article A)

Requests for reclassification may originate with the employee, the Union or the department head, at any time of the year. These requests must be made in writing to the Personnel Office, with one copy of such requests sent to the Union.

Article B)

The Personnel Office will have the case reviewed with the employee. The reclassification procedure must include the following:

- a) the employee completes a reclassification form. A copy of this form is sent to the Union.
- b) The employee is interviewed by a job analyst. At the request of the employee, a shop steward will be present at this interview.

Article C)

The employee shall be notified by letter within six weeks of the disposition of the request. If the reclassification is not recommended the letter shall contain the reason(s) for not recommending the reclassification. A copy of the aforementioned letter will be forwarded to the Union.

Article D)

If the employee is not satisfied with the decision, she/he will have the right to the established grievance procedure, beginning at Step 3.

Article E)

A wage increase awarded as a result of a reclassification initiated by an employee or the Union shall be retroactive to the date of the written request for the reclassification.

Article F)

If an employee's position is reclassified, the salary of that employee shall be in the same relative position on the new scale (i.e. the same seniority step) as it was on the old one.

Article G)

If an employee's position is reclassified, that employee shall not be placed on probation or considered to be in a training period.

SECTION 18: Lay-Off and Recall

Article A) Recall List

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

Article B) Length of Recall

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

Article C) 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 (7) seven days from the mailing of the notice to reply.

Article D) Salary of Recalled Employees

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

Article E) 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.

Article F) Lay-Off Due to Technological Change

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

Article G) 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 H) Layoff and Bumping

- a) The University shall arrange layoffs so as to require the least amount of bumping.
- 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.

SECTION 19: Job Training and Career Counselling

Article A) Job Training and Retraining

- a) The University shall encourage the departments to provide on-the-job training for full-time employees in order to enable the employee to upgrade her/his skills and knowledge, as would be required for promotion within that department.
- b) When a position becomes redundant or a planned phase-out of a position(s) is contemplated the University shall provide training, without loss of pay, to enable the affected employees to fill positions in other departments on campus, or seek promotion above the level of redundancy.
- c) Where retraining or placement elsewhere on campus is not possible, the University shall provide assistance in locating a new position off campus and any retraining those employees may require to find gainful employment off campus. This assistance shall include no loss of pay and knowledge of the local job market.

Article B) Job Rotation as a Means of Training

Job rotation may be initiated by management or individual employees. However, an employee shall not be obligated to accept an invitation to take part in a job rotation scheme.

Employees selected for job rotation shall have the assignments reviewed in detail, with consideration given the following:

- purpose of the rotation as it applies to the individual;
- the nature of the planned assignments involved;
- the period of the assignment (this will normally be six months, but may be extended with the approval of the Union).

Employees shall retain affiliation with their regular positions for record purposes and shall receive pay increments based on their regular job unless the position rotated to is of a higher grade. Then the employee shall receive the minimum salary of that grade, or her/his previous salary, whichever is higher. Employees rotated to a non-union position shall retain their union status and vice-versa.

Article C) Career Counselling and Planning

The Union and the University shall form, within one month of signing this agreement, a committee to establish within one year or less, a department or section of the Personnel Department to aid all employees of Simon Fraser University in career planning. The policies and practices of this department or section shall be under the continuing joint determination of the Union/University committee.

SECTION 20: Study Benefits

To encourage employees to further their education and training, the University agrees to provide assistance in the following manner:

When an employee wishes to enroll in a course of study, that employee may apply to her/his department head for University assistance as follows:

Article A) Personal Option Courses

(These courses will be those described as having no direct benefit to the University.)

- a) Courses sponsored by SFU on or off campus
 - (i) Conflicting with work schedule:

Employee shall make up time from work. The University shall reimburse 75 per cent of fees upon proof of successful completion.
 - (ii) Non-conflicting with work schedule:

The University shall reimburse 100 percent of these fees upon proof of successful completion.
- b) Off-campus courses not sponsored by SFU non-conflicting with work schedule: The University will pay 75 per cent of fees upon proof of successful completion of course.

Article B) Job Related Courses

(These courses will be those described as having direct benefit to the University, but not required.)

- a) Courses sponsored by SFU, on or off campus
 - (i) Conflicting with work schedule:

The employee shall be given time off with pay, and, upon successful completion of the courses, shall be reimbursed 75 per cent of fees and 100 per cent of travel expenses.

- b) Courses off-campus not sponsored by SFU conflicting with work schedule: Upon successful completion of course the employee shall be reimbursed 50 per cent of fees plus 100 per cent of travel expenses. The employee shall not be required to make up time from work.

Article C) Job Required Courses

- a) Any courses an employee is required to attend by the University, department head or supervisor shall be entirely at the expense of the University.
- b) Time spent on job-required courses, other than normal working hours shall be reimbursed at overtime rates.

Article D) Seminars, Conferences, Conventions and Immersion Sessions

Any seminars, conferences or conventions attended by an employee with the approval of her/his department head shall be regarded as job required. Permission to attend courses, seminars, conferences or conventions shall not be unreasonably withheld.

SECTION 21: University Functions

The University shall allow employees time off to attend campus functions provided the employee makes up time lost from work. When the campus function is job related, then no make-up time will be required.

SECTION 22: Hours of Work

- a) The normal work day shall be 6.4 hours, Monday through Friday.
- b) The normal work week shall be 32 hours, Monday through Friday.
- c) The normal work fortnight shall be 64 hours, Monday through Friday.
- d) The work week may be modified by the employee to provide longer but fewer working days. Any modification shall be such that the total number of hours per week shall total 32 or per fortnight shall total 64.
- e) The agreed number of hours per modified work day shall then become that employee's "normal work day".
- f) The work day may be worked with flexibility around a core time, or 10:00 a.m. to 3:00 p.m., in those areas and shops where services would not be unduly disrupted.

SECTION 23: Overtime

Article A) Definition

Overtime is that time worked:

- a) in excess of each employee's scheduled work day, as per Section 22 (a) or (e)
- b) Statutory Holidays or University Holidays;
- c) Sundays; and/or
- d) hours worked in excess of an employee's scheduled work week.

Article B) Compensation

- a) Compensation for overtime shall be paid at the rate of two times the hourly rate for the employee concerned.
- b) Overtime worked in addition to a shift, other than day shift, will be paid for at two times the differential rate.

Article C) 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 hour at overtime rates. If an unpaid period occurs before commencement of overtime, any overtime shall be considered CALL OUT.

Article D) Call Out

Employees called out to work, before beginning and after completing a regular days work, from a day off, or from a vacation, shall be paid for a minimum of four hours at overtime rates. Employees called out shall be reimbursed at overtime rates for time spent travelling to and from work.

Article E) Statutory Holidays

Time worked on a Statutory Holiday or University Holiday shall be paid at two times the differential rate for the employee, PLUS the regular pay for that holiday.

Article F) Time Off in Lieu of Payment

Employees working overtime may, at their discretion, take time off in lieu of payment, or a combination of time off and pay. This time off, pay, or combination thereof, will be calculated at double time, or in the case of time worked on a holiday, at triple time.

Article G) Meal Period

Employees requested to work overtime in excess of two hours beyond their regular work day shall be allowed one half (1/2) hour meal break, before, during, or after the overtime work period, and shall be paid for the meal break at overtime rates. At least one such meal break shall be provided for every four additional hours overtime worked. The University shall reimburse the employee for the cost of such meals.

Article H) Voluntary

Overtime shall be on a voluntary basis. The employer shall endeavor to keep overtime to a minimum and the overtime work shall be divided equally among employees able and willing to do the work.

Article I) On Call

Employees placed on call shall receive the equivalent of one quarter (1/4) working day in wages, or time off (at the employee's discretion) for every 24 hour period or part thereof, on call. Employees on vacation shall not be placed on call.

Article J) Cancellation of Overtime

If an overtime shift is shortened or cancelled, that cancelled portion shall be paid for at straight time rates.

Article K) Break Between Shifts

The employer shall endeavour to provide a minimum of 10 hours between the end of an overtime shift and the commencement of the next normal shift. If this is not possible, the next normal shift shall be paid for at overtime rates.

For employees regularly on day shift:

- a) if an employee works an overtime shift ending between 11:00 p.m. and 2:00 a.m. she/he will report to work at 12:00 the following noon, leave at the regular time, and be paid for the full shift.
- b) if an employee works an overtime shift ending after 2:00 a.m. she/he will not report to work that day, and shall be paid for that shift as if she/he worked it.
- c) for employees working other than day shift, the times quoted here shall be interpreted relative to the hours of the shift worked.

Article L) Union Meetings

No overtime shall be scheduled for times the Union has a meeting or function scheduled.

SECTION 24: Shifts and Shift Differential

Article A) Split Shifts

There shall be no split shifts.

Article B) Differential

Any shift beginning before 7:00 a.m. or ending after 6:00 p.m. shall be paid a shift differential for the entire shift. This will not apply in cases where a modified work day (Section 22) or a flexible day as selected by the employee contravenes the boundaries outlined above.

Article C) Differential Rate

The differential rate shall be the employee's hourly rate plus one dollar (\$1.00) per hour.

Article D) 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. If less than one week notice is given, the entire shift will be paid at overtime rates.

Article E) 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.

Article F)

Employees required to work a scheduled shift on a Sunday or a Holiday shall be paid overtime at the shift differential rate.

Article G) Consecutive Days Off

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

Article H) Employees as Teachers

Any employee not normally providing instruction of students, or other groups, shall receive an honorarium in addition to his/her normal salary, of \$35.00 per class taught/day.

SECTION 25: Escort and Transportation

- a) When an employee is required to commence or end a work period when public transportation is not in operation or only available with extended waits, taxi vouchers shall be provided by the University.
- b) Employees required to work beyond normal closing time and apprehensive about personal safety shall, upon request, receive escort by Campus Security to his/her chosen form of transport.

SECTION 26: Purchase and Maintenance of Furniture

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 safe and working condition.

SECTION 27: Parking

Employees whose reserved parking space is taken over for other purposes, shall be provided reserved parking in the next nearest 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.

SECTION 28: Car Pools

The University shall set up a car pool registration system and encourage employees to participate in car pools.

SECTION 29: Meal Periods

The employee shall be free to choose to take one continuous period for meals of not less than thirty (30) minutes nor more than one hour in any shift.

SECTION 30: Relief Periods (Coffee Breaks)

The employees shall be entitled to two paid relief periods of fifteen minutes each, one such period to be taken during the first half of the work period and the other during the second half. Relief periods may be taken concurrently, i.e. as one extended relief period of thirty minutes duration at any time during the work period if the employee so desires.

SECTION 31: Paid Holidays

Article A) Definition and Delineation

A paid holiday is any statutory holiday or any University holiday or day on which the University is officially closed.

Article B) List of Statutory Holidays

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

- | | |
|------------------------|------------------|
| New Years Day | Labour Day |
| Good Friday | Thanksgiving Day |
| Easter Monday | Remembrance Day |
| Victoria Day | Christmas Day |
| Dominion Day | Boxing Day |
| First Monday in August | |

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.

Article C) University Holidays

University Holidays shall include Christmas Eve day and New Years Eve day, or a lay in lieu thereof.

Article D) Additional Religious Holidays

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

Article E) Compensation for Statutory or University Holidays
Falling in Scheduled Days Off

When a statutory or University holiday falls on a regular day off, the employee shall choose:

- a) equivalent time off with pay;
- b) pay at regular rates.

SECTION 32: University Closure

Should the University, or an area of the University, be 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 Section 31.

SECTION 33: Annual Vacations

Article A) Calendar Year

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

Article B) Vacation Schedule for the First Incomplete Year

Each employee shall receive during the first incomplete 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.

Article C) Vacation Schedule

Employees shall receive an annual vacation with pay on the following basis:

- a) Three weeks in the first full calendar year of service;
- b) Four weeks in the second, third, and fourth full calendar year of service;
- c) Five weeks in the fifth, sixth and seventh full calendar years of service;
- d) Six weeks in the eighth full calendar year of service and thereafter up to but not including the fifteenth full calendar year of service;
- e) Eight weeks in the fifteenth full calendar year of service and thereafter.

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

Article D) Accumulation or "Banking" of Vacations

Employees shall be entitled to bank up to a maximum of two-thirds of their vacation and 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 per cent of their vacation with consent of their supervisor.

Article E) Vacation Flexibility

Other than in the first incomplete year, as of January 1st, each employee shall have one full calendar year's vacation entitlement available to her/him to take any time within that calendar year. The employee shall have the right to choose the time when s/he shall take her/his vacation.

Article F) 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.

Article G) Vacation Scheduling

Scheduling of vacations in each department or area shall be on the basis of seniority within that specific office or area where there is a conflict of scheduling between employees. Employees desiring to take holidays in broken periods are entitled to do so if they wish.

Article H) Termination

An employee terminating her/his employment shall receive a vacation allowance, based on years of service, less any actual vacation time taken.

Article I) 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.

Article J) Vacation Pay on Retirement

On normal retirement 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.

Article K) 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.

Article L) Utilization of Sick Leave During Vacation

Where an employee is eligible for sick leave while she/he is on vacation there shall be, on application, special arrangements made where 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.

Article M) Postponement

Should an employee have her/his vacation postponed by the University or its agents, the employee shall be reimbursed for out of pocket expenses she/he may already have paid out, for reservations, etc. and receive one weeks pay for miscellaneous considerations.

Article N)

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

SECTION 34: Sick Leave

Article A)

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

Article B)

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

- Less than 3 months (includes probation) - one week at 100 percent salary
- Three months but less than one year - four weeks at 100 percent salary, then ten weeks at 60 percent of salary
- One year but less than five years - twelve weeks at 100 percent of salary, then four weeks at 75 percent of salary, then ten weeks at 60 percent of salary
- Five years or more - twenty-six weeks at 100 percent of salary

Article C)

All extended sick leave, i.e. in excess of 32 continuous hours may be supported by a physician's certificate.

Article D) Medical Examination and Certificates

- a) Should the University require an employee to submit to a medical examination, 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) When an employee is required to submit a doctor's certificate for proof of illness or injury, the University shall reimburse the employee for any charges made by the doctor for such documents.

Article E)

An employee who is unable to come to work because of illness or injury shall endeavour to report by telephone, or otherwise, to the University department where she/he works.

Article F) 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.

Article G) Quarantine

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

Article H) Dental and Medical Appointments

Employees shall be allowed time off from work with pay for medical and dental appointments.

SECTION 35: Maternity Leave

Article A)

In case of pregnancy, a continuing employee shall not lose seniority entitlements. She shall receive the benefits of the Maternities Provisions of the Unemployment Insurance Act, and the employer shall pay the difference between the benefits received and the employees normal salary. Upon return to work, the employee shall be reinstated in her former position.

Article B)

Upon request, the employee shall be granted up to six (6) months' leave of absence without pay, subject to extension upon application to the Personnel Department. Upon return to work the employee shall be reinstated in a position of equal salary range without loss of seniority entitlements.

SECTION 36: Paternity Leave

Article A)

For the occasion of childbirth (other than Maternity) an employee shall be entitled to two weeks' leave of absence with pay, and

Article B)

Upon request the employee shall be granted up to two weeks leave of absence without pay.

SECTION 37: Compassionate Leave

When death or serious illness strikes a member of an employee's family, the employee shall be granted up to five days' leave with pay.

(Consideration of an employee's "family unit" shall be used in determination of applicable family members.)

SECTION 38: Extended Leave Without Pay

Article A)

An employee may apply for and receive a leave of absence, generally not to exceed one year in length, by writing her/his supervisor.

- a) The University agrees to consider each application made and shall not unreasonably withhold an extended leave of absence.
- b) An employee taking advantage of a leave of absence shall retain all rights and privileges of the contract. The parties to this agreement shall arrange for a temporary replacement to fill the employee's position.
- c) Upon return to work the employee shall be placed in her/his former position at her/his former salary plus any wage increases she/he would have received during the course of the leave of absence.
- d) A letter of agreement between the parties, University, Union, and employee, shall be signed covering the details of the leave.
- e) The Personnel Department shall forward written notice to the employee at her/his last stated address within ten days of the end of the employee's leave.

Article B) Holidays during Personal Leave

Where a statutory or University holiday falls within a period of leave of absence without pay, the employee shall receive pay for that holiday provided:

- i) The employee has been employed by the University for a minimum of 1 calendar month.
- ii) The employee has worked 15 days in the 2-month period prior to the holiday.

Article C) Leaves up to Four Months in Duration

The University shall, during the term of a leave of absence, not exceeding 4 months, pay 100% of benefit costs and upon the return to work of the employee shall recover said costs through payroll deduction.

Article D) Leaves Exceeding Four Months in Duration

When an employee takes a leave of longer than 4 months she/he will make arrangements to pay monthly her/his share of the benefit package on a monthly basis or, if this would be unworkable, to prepay the costs of the package.

Article E) Political Leave

- a) An employee wishing to seek public office shall apply for extended leave of absence, if the office sought requires such leave. Such leave will commence with:

- i) the calling of election,
 - ii) upon being nominated to run for office.
 - iii) 45 days before voting day,
- whichever comes last.

b) Losing

If defeated at the polls, the employees shall have up to 4 weeks, after the decision has been officially announced, before returning to work.

c) Winning

If successful at the polls, the employee shall be placed on leave of absence for the term of her/his election, PLUS one month.

d) Seeking re-election

Should the employee seek re-election for additional terms, her/his leave of absence shall be extended until her/his defeat or resignation from office.

e) Return

Upon returning to the University the employee shall be given priority in obtaining a position according to her/his seniority.

SECTION 39: 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 hours in advance of the hour for the closing of the polls.

SECTION 40: Court Duty

An employee required 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.

SECTION 41: Change of Domicile

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.

SECTION 42: Senate, Board of Governors

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. Where meetings of these groups extend into late evening or early morning the terms of overtime shifts 21/(a), (b), and (c) will apply.

SECTION 43: Personal Leave

An employee may take two days per month, up to 20 days per year, personal leave without pay. The employee shall attempt to inform her/his supervisor 24 hours before the shift she/he plans to be absent, but in cases of personal emergency this requirement will be waived.

SECTION 44: Safety and Working Conditions

Article A)

The University shall provide safe and good working conditions for all employees and shall improve those areas found wanting.

Article B)

A joint committee of equal representation from the Union and the University be struck for implementing changes to provide safe and good working conditions.

Article C)

An employee may refuse to work under unsafe working conditions without loss of pay.

Article D)

If working conditions are detrimental to the health of an employee the University shall adjust those conditions to the benefit of that employee, without delay.

SECTION 45: Protective Clothing and Equipment

The University shall provide to the employees, at no cost, protective clothing and/or equipment if an employee's job constitutes a threat to clothing or person.

Where an employee's clothing is stained, damaged or destroyed because of a lack of protective clothing or equipment the University shall bear the cost of repair or replacement of such clothing.

When an employee is required to wear specific clothing other than that found in their personal wardrobe, the University shall provide the designated clothing at no cost to the employee.

SECTION 46: Benefit Plans

Article A) Medical and Dental Plans

- a) The employer will pay fifty percent (50%) of the monthly premium for Basic Medical and Extended Health Benefits Plans and one hundred per cent (100%) of the monthly premium for Dental Plan coverage for employees and their eligible dependents.
- b) All continuing employees shall be eligible to participate in the Medical Plan as outlined in Section 1(a) on being hired.
- c) All temporary employees shall be eligible to participate in the Medical Plan as outlined in Section 1(a) on completion of 66 days of accumulated service.
- d) All employees shall be eligible to participate in the Dental Plan as outlined in Section 1(a) after three months service, provided she/he works a minimum of twenty (20) hours per week.
- e) The University shall pay 100 per cent of the premiums for any subsequent compulsory basic medical, surgical and hospital plan introduced by the Provincial or Federal Governments unless the terms of the plan(s) indicate otherwise.
- f) Members of the Union who retire from the University on pension shall continue to be covered under the above Plans with the University paying the premiums indicated in this section.

Article B) Pension and Insurance Plans

It is agreed that the Group Life Insurance, Long Term Disability Insurance and Pension Plans will continue on the same basis as is now in effect.

Article C) Worker's Compensation

Employees on Worker's Compensation will have W.C.B. payments augmented to 100 percent of normal straight time earnings. Neither time off nor the payments will be charged to the sick leave entitlements.

Article D) Unemployment Insurance

Unemployment insurance coverage will be provided (the University paying the employers contribution) during the life of this Agreement for employees who would, if employed by a private employer, be eligible for such coverage under the provisions of the Unemployment Insurance Act.

SECTION 47: Employees - Benefits

Article A) Continuing Part-Time Employee Benefits

Continuing part-time employees shall receive all the rights and privileges of this agreement except as noted below:

- a) Sick Leave (Section 32): The continuing part-time employee shall receive sick leave on a pro-rata basis, according to the number of hours worked in the previous month.
- b) Statutory Holidays (Section 29): The continuing part-time employee who has worked less than fifteen (15) full days in the previous month shall receive pay for statutory holidays on a pro rata basis, according to the number of hours worked in the previous month. The continuing part-time employee who has worked fifteen (15) or more full days in the previous month shall receive full pay for the statutory holiday.
- c) Medical and Dental Appointments (Section 32 (h)): Continuing part-time employees shall be exempt from this benefit.
- d) Compassionate Leave (Section 35): The continuing part-time employee shall receive pay for compassionate leave on a pro rate basis, according to the number of hours worked in the previous month.
- e) Vacation entitlements (Section 31): The continuing part-time employee shall receive vacation entitlements on a pro-rata basis according to the number of hours worked in the previous year.
- f) Maternity Leave (Section 33): The continuing part-time employee shall receive pay for maternity leave on a pro-rata basis according to the number of hours worked in the previous year.

Article B) Temporary Employees Benefits

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

- a) Discharge (Section 13/B): The temporary employee shall receive two (2) weeks notice of discharge.
- b) Statutory Holidays (Section 29): The temporary employee shall receive pay for statutory holidays on a pro rata basis according to the number of hours worked in the previous month. Any temporary employee who works fifteen (15) full working days in the previous month shall receive full pay for the statutory holiday.
- c) Medical and Dental Appointments (Section 32/h): The temporary employee shall be exempt from this benefit.
- d) Maternity Leave (Section 33): The temporary employee shall be exempt from this benefit.
- e) Compassionate Leave (Section 35): The temporary employee shall receive pay for compassionate leave on a pro-rata basis according to the number of hours worked in the previous month.
- f) Vacation Entitlements (Section 31): The temporary employee shall receive vacation entitlements on the same basis as a continuing employee who has worked less than one year.
- g) Lay-Off (Section 18): The temporary employee shall receive two (2) weeks notice or two (2) weeks pay in lieu of notice.

SECTION 48: Off-Campus Duty

Article A) Insurance

The University shall provide, without cost to the employee, accidental death and dismemberment insurance for employees required to travel off campus in the course of duties.

This insurance shall apply while off campus and provide for the following premium benefits:

- | | |
|--|---------|
| 1. Accidental death or disability | 100,000 |
| 2. Loss of, or use of, both hands | 100,000 |
| 3. Loss of, or use of, both feet | 100,000 |
| 4. Loss of sight in both eyes | 100,000 |
| 5. Loss of, or use of, one leg or one arm above ankle or wrist | 75,000 |
| 6. Loss of sight in one eye | 50,000 |
| 7. Loss of, or use of, one hand or one foot | 50,000 |
| 8. Loss of, or use of, thumb and index finger same hand | 26,000 |
| 9. Loss of, or use of, one thumb or one index finger | 13,000 |
| 10. Loss of, or use of, each other finger | 8,000 |
| 11. For partial disability, other than above, percentage of disability to be applied to maximum. | |

If any employee has only one eye, hand, foot, arm and/or leg the loss of the remaining facility shall be considered the loss of both.

Employees injured, maimed or crippled while performing duties for the University shall be re-employed when certified fit by their doctor. The employee's re-employment shall be at a position and salary comparable to that which she/he enjoyed at the time of the accident. If a suitable position cannot be found or if the employee cannot return to productive work, she/he shall be retired at full salary until normal retirement age.

Article B) Travel Expenses

Employees required to travel off campus in the course of their duties shall be provided with transportation in one of the following manners:

- a) a vehicle shall be made available to those employees, or
- b) if no vehicle is provided, or if the vehicle is not available, the employee shall have the choice of:
 - i) travelling by taxi, a taxi voucher to be provided by the University, or
 - ii) using the employee's personal vehicle. Mileage to be paid at the rate of 20 cents per mile. If a quantity of equipment is to be carried in the vehicle the mileage rate will be 25 cents per mile.
 - iii) Extraordinary insurance required on employee's cars shall be paid for by the University.

Article C) 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.
- c) Lodging shall be single room accommodation unless this is not available.
- d) When an employee is accompanying faculty or a University group to an out-of-town location, the employee shall receive sufficient expenses to stay in the same hotel as the rest of the group.
- e) Travel time shall, where possible, be during regular working hours. If travel extends beyond regular shift or on weekends, this time shall be at overtime rates.
- f) Reasonable expenses, other than those of a personal nature, shall be reimbursed by the University.

SECTION 49: Technological, Automation and Other Changes

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

Article A) 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 a change in a process or method of operation diminishing the total number of employees required to operate the Department in which she/he is employed.

Article B) Loss of Pay

In case of displacement the University shall relocate the displaced employee in another suitable position at equal salary.

Article C) Notice

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

Article D) 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 to qualify for transfer to new positions. Such retraining will be provided by the University without cost and without loss of pay to the affected employee(s).

Article E) 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.

Article F) Joint Committee

All changes of technical, automated, or procedural methods shall be put to and approved by a joint committee of Union and University, prior to any action being taken by the University.

SECTION 50: Conditions Not Mentioned

Any wage, working condition, or benefit not specifically mentioned in this agreement, but in force prior to the signing of this agreement shall continue in force unless it is contrary to the terms or intent of this agreement.

SECTION 51: Payment of Wages and Wage Rates

Article A)

It is agreed that the salary schedules as set forth in Appendix A hereto attached shall prevail and continue during the term of this agreement.

Article B)

The following correspondence shall be made between grade classifications:

- a) Grade A is equivalent to Grade 4.
- b) Grade B is equivalent to Grade 5.
- c) Grade C is equivalent to Grade 6.
- d) Grade D is equivalent to Grade 7.
- e) Grade E is equivalent to Grade 8.
- f) Grade F is equivalent to Grade 9.
- g) Grade G is equivalent to Grade 10.

Article C)

Each employee shall be placed on a length of service step as follows:

- Step 1) Less than six (6) months of service.
- Step 2) Six (6) months but less than twelve (12) months of service
- Step 3) Twelve (12) months but less than eighteen (18) months of service.
- Step 4) Eighteen (18) months of service or more.

The length of service shall be computed on the basis on Seniority as in Article 14.

Article D)

Hourly rates may be computed as the bi-weekly rate divided by 64.

Article E)

The University may start a new employee at a higher than starting rate in order to compensate for related job experience. Under such circumstances, the University must inform the Union in writing upon hiring of said employee.

Article F)

An employee may, within the first six (6) months of service, apply to be paid a higher than starting step rate on the basis of job-related experience. This step rate, if granted, will be retroactive to the date at which the employee filled the position.

SECTION 53: Terms of Agreement

Article A) Duration

This Agreement shall be binding and remain in effect from November 1st, 1974 to April 29th, 1976. Failing agreement by April 30th, 1976, this agreement will continue in force until:

- a) The Union serves strike notice;
- b) The University serves lock-out notice; or
- c) a new Agreement is reached.

Article B) Changes in 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.

Article C)

This contract may be reopened by the mutual consent of both parties.

Appendix A

Bi-weekly salary schedule effective November 1, 1974.

| Grade | Step 1 | Step 2 | Step 3 | Step 4 |
|-------|--------|--------|--------|--------|
| 2 | 382.68 | 397.99 | 413.30 | 428.60 |
| 3 | 389.58 | 405.16 | 420.75 | 436.33 |
| 4 | 401.08 | 417.12 | 433.17 | 449.21 |
| 5 | 420.86 | 437.70 | 454.53 | 471.37 |
| 6 | 440.17 | 457.78 | 475.39 | 492.99 |
| 7 | 467.31 | 486.00 | 504.70 | 523.39 |
| 8 | 494.91 | 514.71 | 534.50 | 554.30 |
| 9 | 523.94 | 544.90 | 565.86 | 586.81 |
| 10 | 548.75 | 570.70 | 592.65 | 614.60 |
| 11 | 568.95 | 591.71 | 614.47 | 637.23 |
| 12 | 604.49 | 628.67 | 652.85 | 677.03 |
| 13 | 643.13 | 668.86 | 694.58 | 720.31 |
| 14 | 679.19 | 706.36 | 733.53 | 760.69 |
| 15 | 717.82 | 746.53 | 775.25 | 803.96 |

Bi-weekly salary schedule effective May 1, 1975.

| Grade | Step 1 | Step 2 | Step 3 | Step 4 |
|-------|--------|--------|--------|--------|
| 2 | 413.30 | 429.83 | 446.36 | 462.89 |
| 3 | 420.75 | 437.58 | 454.41 | 471.24 |
| 4 | 433.17 | 450.50 | 467.82 | 485.15 |
| 5 | 454.53 | 472.71 | 490.89 | 509.07 |
| 6 | 475.39 | 494.40 | 513.42 | 532.43 |
| 7 | 504.70 | 524.88 | 545.07 | 565.26 |
| 8 | 534.50 | 555.89 | 577.27 | 598.65 |
| 9 | 565.86 | 588.49 | 611.13 | 633.76 |
| 10 | 592.65 | 616.36 | 640.06 | 663.77 |
| 11 | 614.47 | 639.05 | 663.63 | 688.20 |
| 12 | 652.85 | 678.97 | 705.08 | 731.19 |
| 13 | 694.58 | 722.37 | 750.15 | 777.93 |
| 14 | 733.53 | 762.87 | 792.21 | 821.55 |
| 15 | 775.25 | 806.26 | 837.27 | 868.28 |

Bi-weekly salary schedule effective November 1, 1975.

| Grade | Step 1 | Step 2 | Step 3 | Step 4 |
|-------|--------|--------|--------|--------|
| 2 | 446.36 | 464.21 | 482.07 | 499.92 |
| 3 | 454.41 | 472.59 | 490.76 | 508.94 |
| 4 | 467.82 | 486.54 | 505.25 | 523.96 |
| 5 | 490.89 | 510.53 | 530.17 | 549.80 |
| 6 | 513.42 | 533.95 | 554.49 | 575.03 |
| 7 | 545.07 | 566.88 | 588.68 | 610.48 |
| 8 | 577.27 | 600.36 | 623.45 | 646.54 |
| 9 | 611.13 | 635.57 | 660.02 | 684.46 |
| 10 | 640.06 | 665.67 | 691.27 | 716.87 |
| 11 | 663.63 | 690.17 | 716.72 | 743.26 |
| 12 | 705.08 | 733.28 | 761.49 | 789.69 |
| 13 | 750.15 | 780.16 | 810.16 | 840.17 |
| 14 | 792.21 | 823.90 | 855.59 | 887.28 |
| 15 | 837.27 | 870.76 | 904.25 | 937.74 |

Appendix B

Monthly salary schedule effective November 1, 1974.

| Grade | Step 1 | Step 2 | Step 3 | Step 4 |
|-------|----------|----------|----------|----------|
| 2 | 832.00 | 865.28 | 898.56 | 931.84 |
| 3 | 847.00 | 880.88 | 914.76 | 948.64 |
| 4 | 872.00 | 906.88 | 941.76 | 976.64 |
| 5 | 915.00 | 951.60 | 988.20 | 1,024.80 |
| 6 | 957.00 | 995.27 | 1,033.54 | 1,071.82 |
| 7 | 1,016.00 | 1,056.63 | 1,097.27 | 1,137.91 |
| 8 | 1,076.00 | 1,119.04 | 1,162.08 | 1,205.12 |
| 9 | 1,139.11 | 1,184.68 | 1,230.24 | 1,275.80 |
| 10 | 1,193.05 | 1,240.77 | 1,288.49 | 1,336.22 |
| 11 | 1,236.97 | 1,286.45 | 1,335.92 | 1,385.40 |
| 12 | 1,314.23 | 1,366.80 | 1,419.37 | 1,471.94 |
| 13 | 1,398.24 | 1,454.17 | 1,510.10 | 1,566.03 |
| 14 | 1,476.64 | 1,535.71 | 1,594.77 | 1,653.84 |
| 15 | 1,560.63 | 1,623.05 | 1,685.48 | 1,747.90 |

Monthly salary schedule effective May 1, 1975.

| Grade | Step 1 | Step 2 | Step 3 | Step 4 |
|-------|----------|----------|----------|----------|
| 2 | 898.56 | 934.50 | 970.44 | 1,006.38 |
| 3 | 914.76 | 951.35 | 987.94 | 1,024.53 |
| 4 | 941.76 | 979.43 | 1,017.10 | 1,054.77 |
| 5 | 988.20 | 1,027.73 | 1,067.26 | 1,106.79 |
| 6 | 1,033.54 | 1,074.89 | 1,116.23 | 1,157.57 |
| 7 | 1,097.27 | 1,141.16 | 1,185.05 | 1,228.94 |
| 8 | 1,162.08 | 1,208.56 | 1,255.04 | 1,301.53 |
| 9 | 1,230.24 | 1,279.45 | 1,328.66 | 1,377.87 |
| 10 | 1,288.49 | 1,340.03 | 1,391.57 | 1,443.11 |
| 11 | 1,335.92 | 1,389.36 | 1,442.80 | 1,496.24 |
| 12 | 1,419.37 | 1,476.15 | 1,532.92 | 1,589.70 |
| 13 | 1,510.10 | 1,570.51 | 1,630.91 | 1,691.32 |
| 14 | 1,594.77 | 1,658.56 | 1,722.35 | 1,786.15 |
| 15 | 1,685.48 | 1,752.90 | 1,820.32 | 1,887.73 |

Monthly salary schedule effective November 1, 1975.

| Grade | Step 1 | Step 2 | Step 3 | Step 4 |
|-------|----------|----------|----------|----------|
| 2 | 970.44 | 1,009.26 | 1,048.08 | 1,086.89 |
| 3 | 987.94 | 1,027.46 | 1,066.97 | 1,106.49 |
| 4 | 1,017.10 | 1,057.79 | 1,098.47 | 1,139.15 |
| 5 | 1,067.26 | 1,109.95 | 1,152.64 | 1,195.33 |
| 6 | 1,116.23 | 1,160.88 | 1,205.53 | 1,250.18 |
| 7 | 1,185.05 | 1,232.45 | 1,279.86 | 1,327.26 |
| 8 | 1,255.04 | 1,305.24 | 1,355.45 | 1,405.65 |
| 9 | 1,328.66 | 1,381.81 | 1,434.95 | 1,488.10 |
| 10 | 1,391.57 | 1,447.24 | 1,502.90 | 1,558.56 |
| 11 | 1,442.80 | 1,500.51 | 1,558.22 | 1,615.94 |
| 12 | 1,532.92 | 1,594.24 | 1,655.56 | 1,716.88 |
| 13 | 1,630.91 | 1,696.15 | 1,761.38 | 1,826.62 |
| 14 | 1,722.35 | 1,791.25 | 1,860.14 | 1,929.04 |
| 15 | 1,820.32 | 1,893.13 | 1,965.94 | 2,038.75 |