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EFF.	95	01	27
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No. OF EMPLOYEES	180		
NOMERE D'EMPLOYÉS	FN		

AGREEMENT

BETWEEN

THE UNIVERSITY OF NORTHERN BRITISH COLUMBIA

AND

**THE CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3799**



Effective July 1/94 - June 30/99

See page 55

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ARTICLE 1 PURPOSE

1.01 Purpose of Agreement

The purpose of this Agreement is to record and maintain the mutually satisfactory working conditions, wages and benefits for the employees that have been agreed to between the parties, to maintain collective bargaining relations between the University and CUPE Local 3799, and to provide procedures for the prompt and equitable disposition of disputes.

1.02 Definitions

- (a) Regular Full-Time Employee - an employee occupying a permanent position whose work week averages thirty five (35) hours (excluding overtime).
- (b) Regular Part-Time Employee - an employee occupying a permanent position whose work week averages less than thirty five (35) hours (excluding overtime).
- (c) Term Employee - an employee hired on a full-time or part-time basis for a period greater than three (3) months and with a predetermined termination date not to exceed two (2) years. Term employees may be hired for any of the following reasons:
 - (i) to fill a position where more than fifty percent (50%) of the funding is derived from a source other than the University's base operating grant; or
 - (ii) to fill a position where the work is for a special project of a fixed term duration; or
 - (iii) to replace a Regular Employee on an approved leave of absence; or

Term employees may also be hired for up to one (1) year for any of the following reasons:

- (i) to fill a position necessitated by a temporary increase in workload; or
- (ii) in any other circumstances where there is mutual agreement of the parties.

Term employees shall receive all rights, privileges and benefits of the Collective Agreement except layoff/recall (Article 17) unless otherwise stated.

- (d) Casual Employee- an employee hired to work on an on-call, as needed basis in a single assignment not to exceed three (3) months in duration unless mutually agreed to by the parties. Casual employees shall receive only those monetary benefits where specific reference is made to an entitlement. Casual employees shall receive all the non-monetary rights and privileges of the Collective Agreement except seniority (Article 15) and layoff/recall (Article 17) unless otherwise stated.
- (e) Regular Employee - includes regular full-time (Article 1.02 (a)) and regular part-time (Article 1.02 (b)) employees.
- (f) Union - the Canadian Union of Public Employees, Local 3799.
- (g) University - the University of Northern British Columbia.

ARTICLE 2 RIGHTS OF THE PARTIES

2.01 Management Rights

The Union recognizes and agrees that except as specifically abridged, delegated, granted or modified by specific terms contained in this Agreement, all of the rights, powers and authority which the University had prior to the signing of this Agreement are retained by the University, and remain within the rights of management. The question of whether any of these rights is limited by this Agreement shall be decided through the grievance and arbitration procedure.

2.02 Union Rights

The University recognizes that the Union has all of the rights, powers and authority conferred on a union by the Labour Relations Code, and that such rights, powers and authority remain within the rights of the Union.

ARTICLE 3 RECOGNITION

3.01 Bargaining Unit

The University recognizes the Canadian Union of Public Employees, Local 3799, as the exclusive bargaining agent for all employees of the University covered by the certification by the British Columbia Labour Relations Board, as amended from time to time.

3.02 Work of the Bargaining Unit

Persons whose jobs (paid or unpaid) are not in the bargaining unit, including student employees and volunteers, shall not perform work such that it would result in the laying off of regular employees covered by this Agreement.

3.03 Names of Authorized Representatives

No individual employee or group of employees shall undertake to represent the Union at meetings with the University without the proper authorization of the Union. In order that this may be carried out, the Union will provide the University with a written list of the names of those so authorized and any changes made from time to time to that list. No employee shall be required to make a verbal or written agreement with the University which conflicts with the terms of this Agreement.

3.04 Union's Access to the University's Premises

- (a) The Union's authorized representatives shall have reasonable access to the University's premises in order to deal with any matters arising out of this Agreement. Authorized representatives shall notify the Director of Human Resources in advance of their intention and the purpose for entering the University and shall not interfere with the operation of the University.
- (b) The Union shall have the right to have the assistance of representatives of the Canadian Union of Public Employees when dealing or negotiating with the University.

3.05 Employees' Attendance at Union Meetings

The Union agrees that it has a responsibility to conduct its affairs in such a manner that they do not interfere with the University's affairs and operations, including the scheduling of meetings at times which will permit the attendance of employees without being absent from work. Employees who require time off work to attend Union meetings shall only take such time with the permission of their supervisor and shall make it up on another occasion mutually acceptable to the employee and the supervisor. Requests for permission will be subject to operational requirements but will not be unreasonably denied.

3.06 Committee Leave/Time Worked

- (a) Time spent during regular working hours in serving as a Union representative to a University Committee or a joint University/Union Committee will be considered as time worked.

Permission to leave work for such purposes must first be obtained from the supervisor. Such permission will be subject to operational requirements but will not be unreasonably withheld.

- (b) When a University Committee or a joint University/Union Committee requests that an employee attend education courses or conferences related to the Committee function, those requests shall be forwarded to the Director of Human Resources for a decision. If approved, an employee attending education courses or conferences during regular working hours will not suffer any loss of pay, rights or benefits.

3.07 Right to be Accompanied

Employees who are invited or required by the University to attend a meeting, the purpose of which is to deal directly with the terms and conditions of their employment, shall have the right to be accompanied by a Shop Steward or Union Officer.

ARTICLE 4 NO DISCRIMINATION OR PERSONAL HARASSMENT

4.01 No Employment Discrimination

The parties agree to work together to ensure that employment with the University will be free of discrimination as defined in the Human Rights Act.

4.02 Personal/Sexual Harassment

The parties agree that the employees, the Union's representatives and the University's representatives all have a right to work in an environment free from personal and sexual harassment, and they commit to an ongoing cooperative effort to provide such an environment within the University.

4.03 Union Representatives

- (a) In all matters involving the regulation of relationships between the University, the employees and the Union, including the interpretation and administration of this Agreement, the University will recognize those persons who are authorized representatives of the Union in accordance with Article 3.03 of this Agreement. The University shall not discriminate against such representatives of the Union for carrying out their proper and lawful duties under this Agreement or any applicable legislation.

- (b) Shop Stewards shall be selected from among the members of the bargaining unit. Stewards shall be granted reasonable time during regular working hours to perform their duties within their respective work areas without loss of pay. Stewards will not absent themselves from their work areas without first seeking the consent of their supervisors. Such consent will be subject to operational requirements and will not be unreasonably withheld.
- (c) Where the required consent has been given to a Shop Steward for time *off* during working hours to perform Union duties, such time *off* shall be given without loss of pay for:
 - (i) Stewards to perform their duties within the area in which they work, or in another work area in circumstances where the Steward for the other area is not available and consent is granted in accordance with Article 4.03 (b);
 - (ii) Union representatives who are members of a joint Committee to attend any meetings of joint Committees established under the terms of this Agreement, or established by the University through the Director of Human Resources, or his/her designate;
 - (iii) any Union representatives whose presence is necessary at an ad hoc joint Committee meeting which has been requested by either party and agreed to by the Director of Human Resources, or his/her designate;
 - (iv) any Union representative to attend a joint meeting provided for in the specific terms of this Agreement;
 - (v) a Union representative to meet with new employees in accordance with Article 7, provided that the meeting is at the work site where the Union representative works.

ARTICLE 5 UNION SECURITY

5.01 No Discrimination for Union Activity

There shall be no discrimination against or intimidation of any employee for reasons of Union membership or Union activity, or for the exercise of rights provided for in this Agreement or in the Labour Relations Code.

5.02 Membership Requirements

Subject only to the provisions of the Labour Relations Code, the following membership requirements shall apply:

- (a) Current Employees: Employees who were members of the Union on or after the date of certification of this bargaining unit (January 27, 1995) shall continue as members of the Union.

Employees who were members of the bargaining unit on January 27, 1995, but who were not members of the Union on that date 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 January 27, 1995, shall become Union members within one (1) month 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 or expel from membership an employee without cause.

5.03 Notification of Employee Status

The University agrees to notify the Union within ten (10) working days of the date of hire, the name, position, location and start date of each new employee.

ARTICLE 6 CHECK-OFF OF UNION DUES

6.01 Authorization for Check-off

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.

6.02 Deduction of Dues

The University shall deduct Union dues and assessments bi-weekly.

6.03 Direct Remittance

Deductions shall be forwarded in one (1) cheque to the National Secretary-Treasurer of the Canadian Union of Public Employees not later than ten (10) working days following the period for which the dues were

deducted. The cheque shall be accompanied by a list in duplicate of the names, total wages and dues deducted.

6.04 T-4 Slips

T-4 income tax forms issued to employees will include the amount of Union dues deducted in that taxation year.

**ARTICLE 7
EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES**

7.01 New Employees

The University agrees to acquaint new employees in their letter of offer with the fact that a Union Agreement is in effect, and with the conditions of employment set out in the Articles dealing with Union Security and Check-off of Union Dues. A letter from the Union welcoming new employees will also be included in the package sent to the new employee upon hiring.

7.02 Interviewing Opportunity

On commencing employment, the employee's immediate supervisor shall introduce the new employee to his/her Union Steward or representative. The employee's Union Steward or an Officer of the Union shall be given an opportunity once per month for a maximum of thirty (30) minutes to meet with employees hired during the previous month for the purpose of acquainting the new employee with the benefits and duties of Union membership and his/her responsibilities and obligations to the University and to the Union.

For employees at work sites where there is no on-site Union Steward, the University shall provide the name, address and phone number of the Steward responsible for that work site. The interview opportunity referred to above shall be conducted by phone during regular business hours.

**ARTICLE 8
CORRESPONDENCE**

8.01 All and any correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the President of the Union and the Director of Human Resources of the University and, when appropriate, copies will be directed to other individuals directly concerned in the matter.

A copy of any correspondence between the University or its designate and any employee in the bargaining unit, pertaining to the interpretation or application of any part of this Agreement, shall be forwarded to the Secretary of the Union or his/her designate.

ARTICLE 9 LABOUR-MANAGEMENT COMMITTEE

9.01 Representatives on the Committee

A Labour-Management Committee shall be established to consist of not more than three (3) representatives of the Union and an equal number of representatives of the University. Employee representatives shall not suffer any loss of pay for time spent at Committee meetings.

9.02 Purpose of the Committee

The purpose of the Committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work-related skills and to promote workplace productivity.

9.03 Jurisdiction of the Committee

The Committee shall not have jurisdiction over wages or any matter of collective bargaining, including the administration of this Collective Agreement.

The Committee shall not supersede the activities of any other committee of the Union or of the University and does not have the power to bind either the Union or its members or the University to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the University with respect to its discussions and conclusions.

9.04 Meetings, Notice & Agenda

The Committee shall meet at least quarterly or at the request of either party at a mutually acceptable time and place, within seven (7) days of said request. Copies of the notice of meeting and of the agenda for the meeting shall be distributed by the Committee Chair via e-mail normally at least forty-eight (48) hours in advance of the meeting.

9.05 Chair & Quorum

Each party shall designate the number of its representatives which shall constitute a quorum. A University and a Union representative shall be

designated as joint Chairpersons and shall alternate in presiding over meetings. When the University representative chairs the meeting, a Union Committee member shall take minutes and vice versa.

9.06 Minutes

Minutes of each meeting shall be prepared and distributed, normally within ten (10) working days following the meeting. The Union President, the CUPE representative, the Director of Human Resources and Committee members shall each receive a copy of the minutes. Minutes will be reviewed for approval or revision at the next Committee meeting.

**ARTICLE 10
LABOUR-MANAGEMENT BARGAINING RELATIONS**

The following provisions will apply only to the bargaining associated with the renewal of the Collective Agreement under the terms of the Labour Relations Code.

10.01 Representatives

The University shall not bargain with or enter into any agreement with an employee or group of employees in the bargaining unit unless they are authorized representatives of the Union per Article 3.03. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the Spokesperson.

10.02 Union Bargaining Committee

A Union Bargaining Committee shall be elected or appointed in accordance with the provisions of the Union constitution and shall consist of not more than five (5) members of the Union. The Union will advise the University of the names of these Committee members.

10.03 Function of Bargaining Committee

All matters pertaining to performance of work, operational problems, rates of pay, hours of work, collective bargaining, and other working conditions shall be referred by the Union Bargaining Committee to the University for discussion and settlement.

10.04 Time Off for Meetings

Union Bargaining Committee members shall have the right to attend meetings held during working hours without loss of pay or benefits but shall be responsible for advising their supervisor in advance of their intended absence. The employer shall pay the total costs of three (3) members of the Union Bargaining Committee and will only bill the Union

if a replacement is needed for the other two (2) Union Bargaining Committee members.

10.05 Technical Information

The University agrees to provide to the Union such information as is available relating to employees in the bargaining unit and that may be required by the Union for collective bargaining purposes. The University shall not be required to provide information that is considered confidential.

10.06 Preparation Time

Members of the Union Bargaining Committee will be permitted up to three (3) days of leave with pay for pre-negotiation preparation time during the six (6) month period preceding the expiry of the Collective Agreement.

**ARTICLE 11
RESOLUTIONS OF THE UNIVERSITY AND THE UNION**

11.01 University Shall Notify Union

Resolutions of the Board of Governors involving the interpretation and/or application of the terms of this Agreement or which otherwise directly impact upon employees shall be forwarded by the University to the Union except where such matters are of a confidential nature.

11.02 Union Shall Notify University

Resolutions of the Union involving the interpretation and/or application of the terms of this Agreement shall be forwarded by the Union to the University except where such matters are of a confidential nature.

11.03 Annual Budget

The University will provide the Union with a copy of the annual budget after it has been approved by the Board of Governors.

11.04 Board of Governors Information

At the same time that they are sent to the members, the Union shall be provided with the agendas, meeting materials and minutes of open meetings of the Board of Governors.

11.05 Union Information

At the same time as they are sent out to members, the University shall be provided with copies of newsletters, bulletins or other information circulated to the general membership.

ARTICLE 12
RESOLUTION OF GRIEVANCES

12.01 Definition of Grievance

A grievance shall be defined as any dispute between the parties arising out of the interpretation, application, administration, or alleged violation of a provision of this Agreement, including a question as to whether a matter is arbitrable.

12.02 Settling of Grievances

Recognizing the benefit of dealing with disputes as quickly as possible, the parties shall attempt to resolve grievances fairly and promptly in the following manner:

Step 1: Within ten (10) working days of the event giving rise to the grievance or within ten (10) working days of the time when the employee first became aware (or ought reasonably to have become aware) of the event, the aggrieved employee shall make the matter known to and meet with their supervisor in an effort to resolve the dispute. The employee's Steward may be present for such discussion;

Step 2: Failing satisfactory settlement at Step 1 and within ten (10) working days of the meeting with the supervisor, the grievance may be referred in writing to the employee's Director/Dean. The grievance form shall record the nature of the issue giving rise, the article(s) alleged to have been violated and the remedial action sought. Within ten (10) working days of receipt of the Step 2 grievance, the Director/Dean shall provide a written decision;

Step 3: Failing satisfactory settlement at Step 2 and within ten (10) working days of the Director/Dean's response, the grievance may be referred to the Director of Human Resources. Within ten (10) working days of the receipt of the Step 3 grievance, the Director of Human Resources shall provide a written decision;

Step 4: Failing satisfactory settlement being reached at Step 3 and within ten (10) working days of the Director of Human Resources' written response, the dispute may be referred to arbitration. Any such reference shall be made in writing and in accordance with the terms of Article 13 (Arbitration).

12.03 Dismissal or Suspension Grievance

In the case of a grievance related to the suspension or dismissal of an employee, the grievance shall be submitted directly at Step 3 of the process.

12.04 Policy Grievance

Where either party to this Agreement disputes the general application, interpretation, or alleged violation of an article of this Agreement, the dispute shall be discussed initially with the University or the Union, as the case may be, within twenty (20) working days of the occurrence at Step 3. Where no satisfactory agreement is reached, either party may submit the dispute to arbitration as set out in Article 13 of this Agreement.

12.05 Union or University May Initiate Grievance

The Union and its representatives shall have the right to initiate a grievance on behalf of an employee, or group of employees, and to seek adjustment with the University in the manner provided in the Grievance Procedure. Such a grievance shall commence at Step 3.

The University shall have the right to initiate a grievance with respect to actions of the Union, an officer or a member(s) at Step 3.

12.06 Deviation from Grievance Procedure

After a grievance has been initiated by the Union, the University's representative shall not enter into discussion or negotiation with respect to adjustment of the grievance, either directly or indirectly with the aggrieved employee(s), without the consent of the Union. However, the University may interview the employee(s) for fact finding purposes and the employee(s) shall have the option of having a Union Steward present.

12.07 Facilities for Grievances

The University shall provide the necessary facilities for grievance meetings.

12.08 Time Limits

The time limits fixed in this Article may only be extended with the mutual written consent of the parties.

ARTICLE 13 ARBITRATION

13.01 Arbitration Board

- (a) All references to arbitration shall be made in writing to the other party and shall contain the name, address and telephone number of the referring party's nominee. The reference shall be mailed, faxed or delivered by hand. Within five (5) days of receipt of the reference, the other party shall reply to the reference in writing, providing the name, address and telephone number of its nominee.
- (b) The two nominees shall select a Chairperson acceptable to both parties. Should they fail to reach agreement on the selection of a Chairperson within seven (7) days of receipt of their appointments, either party may apply for the appointment of an arbitrator as provided under the provision of the Labour Relations Code.

13.02 Authority and Power of the Arbitration Board

The Arbitration Board shall have the authority and power conferred on it by the provisions of the Labour Relations Code, including the authority to determine whether a particular issue is arbitrable under this Agreement. However, the arbitrator shall not have the power to change, modify or alter any of the terms of this Agreement.

13.03 Payment of Costs of Arbitration

Each party shall pay its own costs and expenses of arbitration, including the costs of its own nominee and one-half (1/2) of the compensation and other expenses of the Chairperson.

In the event that an arbitration is cancelled by agreement between the parties, then the parties will share the costs according to this provision, unless they agree to a different payment process.

13.04 Extension of Time Limits

The time limits fixed in this Article may only be extended with the mutual written consent of the parties.

13.05 Section 103, Labour Relations Code

If a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any

question as to whether a matter is arbitrable, during the term of the Collective Agreement, David McPhillips, or a substitute agreed to by the parties, shall at the request of either party:

- (a) investigate the difference,
- (b) define the issue in the difference, and
- (c) make written recommendations to resolve the difference

within thirty (30) days of the date of receipt of the request and, for those thirty (30) days from that date, time does not run in respect of the grievance procedure.

13.06 Expedited Arbitration

To effect an expedited resolution to a grievance, the parties may agree to arbitration per the terms of Section 104 of the Labour Relations Code.

13.07 Consensual Mediation-Arbitration

The parties may agree to refer a grievance to mediation-arbitration per the terms of Section 105 of the Labour Relations Code.

13.08 Arbitrator Access to University Premises

Reasonable arrangements shall be made to allow the parties and/or arbitrators to have access to the University premises to view any working conditions which may be relevant to the settlement of a grievance or arbitration.

13.09 Witnesses

At any stage of the grievance or arbitration process, the parties shall be permitted the assistance of any necessary witnesses.

13.10 Leave to Attend Arbitration Proceedings

Employees shall be permitted time off to attend arbitration proceedings that they are directly involved in whether as a grievor, witness or Union representative. Leave for the grievor and one Union representative shall be with pay. The costs of salaries and benefits for others granted leave to attend arbitration proceedings shall be billed to the Union.

ARTICLE 14
DISCIPLINE AND DISCHARGE

14.01 Discharge and Discipline Procedure

Employees who have completed their probationary period can only be disciplined or discharged for just and reasonable cause. Prior to the imposition of discipline, an employee shall be given the reason(s) in the presence of his/her Steward or Union representative. Within three (3) working days of such meeting, the employee shall be given notice in writing with a copy to the Union.

14.02 Termination of Probationary Employees

The employment of a probationary employee may be terminated within the probationary period if, in the University's judgement, the employee would not be suitable for continuing employment.

14.03 Designation of Supervisors

Every employee has a right to know to whom they are directly responsible in the performance of their day-to-day working responsibilities. In the event that any employee is left in doubt about the identification of their immediate supervisor, they can ask the Human Resources Department to clearly identify and designate the responsible supervisor.

14.04 Right to Have a Union Steward Present

An employee shall have the right to have a Union Steward present in any discussion that a supervisor advises will, or may, involve discipline of the employee. If a Union Steward is not available, the discussion shall be postponed until such time as a Union Steward can be present. In the event that the employee is involved in discussion with a supervisor and comes to the belief that the matter under discussion does or may involve discipline issues, the employee has the right to request that the discussions adjourn until a Union Steward can attend at the discussions.

14.05 Employee Personnel File

- (a) In order to facilitate the investigation of a grievance, or to prepare for a pending arbitration, an employee shall, on reasonable advance notice, be entitled to review his/her personnel file, in the presence of a University representative and in the office in which the file is normally kept. The employee may be accompanied by a Union Steward or other authorized representative of the Union. On request, the employee will be provided with a photocopy of any item contained within the file

pertaining to the issue at hand. The employee shall not remove, deface or alter any materials contained in the file.

- (b) Any disagreements about the accuracy of information contained in the employee's personnel file may be subject to challenge through the grievance procedure in this Agreement.

14.06 Formal Reprimand

Whenever the University deems it necessary to censure an employee with a formal reprimand, the University shall, within (10) ten days thereafter, give written particulars of such censure to the employee with a copy to the Secretary of the Union.

14.07 Disciplinary Record

The disciplinary record of an employee shall not be used against him/her at any time after two (2) years from the date of the incident provided that there has been no further disciplinary action taken during that time.

14.08 Unjust Suspension or Discharge

An employee who has been suspended or discharged without just cause shall be reinstated in his/her former position without loss of seniority and he/she shall be compensated for the loss of normal earnings during the period of unjust suspension or discharge.

14.09 Crossing of Picket Lines

An employee covered by this Agreement shall have the right to:

- a) refuse to cross a legal picket line; or
- b) refuse to do the work of employees on a legal strike or lockout.

Such refusal shall not be grounds for disciplinary action.

Employees shall not receive pay for time worked in exercising these rights and the Union shall reimburse the University for the premium costs associated with the continuation of group benefits.

14.10 CLC Actions

No employee shall be disciplined for participation in legal labour actions called for by the Canadian Labour Congress or its subordinate bodies.

The Union agrees that prior to any such action the Labour-Management Committee will reach agreement on a plan for the maintenance of University services.

Employees shall not receive pay for time not worked in exercising this right and the Union shall reimburse the University for the premium costs associated with the continuation of group benefits.

14.11 Professional Conduct

No employee shall be disciplined for refusing to carry out a job assignment which would breach the code of ethics of a recognized professional association to which they belong.

14.12 Dismissal or Suspension Grievance

In the case of a grievance related to the suspension or dismissal of an employee, the grievance shall be submitted directly at Step 3 of the process.

**ARTICLE 15
SENIORITY**

15.01 Seniority Defined

(a) Regular Employees:

Regular employee seniority is defined as the length of service in the bargaining unit of a regular full-time or regular part-time employee and shall include service with the University prior to the certification or recognition of the Union. Seniority shall operate on a bargaining unit wide basis.

(b) Term Employees:

Term employee seniority is defined as the length of unbroken service in term positions.

15.02 Seniority List

The University shall maintain a seniority list showing the date upon which each employee's service commenced. Where two (2) or more employees commence work on the same day, their relative seniority shall be determined by chance. An up-to-date seniority list shall be sent to the Union and posted on all bulletin boards by March 1 of each year. Any objection to the accuracy of the information on the posted list shall be made in writing to the Director of Human Resources within ten (10) working days of the list being posted. Thereafter, the posted list will be deemed to be valid and correct for all purposes. If an employee is absent from work at the time the list is posted, the period for making known an objection shall be five (5) working days following their return to work.

15.03 Loss of Seniority

An employee shall not lose seniority if he/she is absent from work because of sickness, disability, accident, layoff or leave approved by the University.

An employee shall only lose his/her seniority in the event that:

- (a) he/she is discharged for just cause and is not reinstated;
- (b) he/she resigns their position and does not withdraw the resignation within twenty-four **(24)** hours;
- (c) he/she is laid off and is not recalled within twelve (12) months;
- (d) he/she fails to return to work after a layoff within seven (7) calendar days following receipt of a notice by double registered mail to do so, unless through sickness or other just cause. Laid off employees engaged in alternate employment and who are recalled shall be permitted to give their current employer reasonable notice of termination, not to exceed two (2) weeks;
- (e) he/she refuses recall and where there is no other more junior employee on the layoff list qualified and able to perform the work to which he/she is being recalled;
- (f) he/she is absent from work without authority for more than two (2) working days unless they had a justifiable reason for having failed to notify their supervisor;
- (g) he/she fails to return to work within two (2) working days following a strike or lockout unless he/she had a justifiable reason for having failed to request permission to delay their return to work; or
- (h) he/she accepts a permanent position outside of the bargaining unit and successfully completes the trial period.

15.04 Transfer and Seniority Outside Bargaining Unit

No employee shall be transferred to a position outside the bargaining unit without his/her consent. If an employee is transferred to a position outside of the bargaining unit, he/she shall retain his/her seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. If the position to which the employee is transferred is permanent, he/she shall only have the right to return to his/her former position in the bargaining unit during the trial period in the position. If the position to which the employee is transferred is for a fixed term, the employee shall

have the right to return to their former position at the completion of the term.

ARTICLE 16 JOB POSTING PROCESS

16.01 Job Posting Requirements

Subject to the other specific provisions of this Agreement, when the University decides to fill a vacant existing or newly created job position within the categories of regular full-time, regular part-time or term, the position will be posted within the University for a minimum period of five (5) working days in order to bring the position to the attention of existing employees and to provide them with an opportunity to apply.

16.02 Information in Postings

Job postings shall include the following information:

- e title of the position
- e a general description of the role
- required qualifications, education, knowledge, skills and/or experience
- hours of work and shifts (if any)
- e wage rate or range, as appropriate to the position

Qualifications must be related to the duties and responsibilities of the positions and will not be established in an arbitrary or discriminatory manner. All job postings shall state "The University of Northern British Columbia encourages applications from women, visible minorities, persons with disabilities and aboriginal persons".

16.03 Temporary Assignment During Posting and Selection Process

Prior to selecting a candidate to fill the position and subject to the specific provisions of this Agreement, the University may fill the position with a casual employee or may reassign an existing employee to the position.

16.04 External Recruiting and Advertising

During the internal posting process, the University may advertise the position externally and recruit from other sources; however, outside applicants will not be considered until the applications of regular employees have been considered and a decision made that they do not have the required qualifications, education, knowledge, skills and/or experience.

16.05 Appointment Policy

- (a) The University subscribes to a policy of affording opportunities for promotion and transfers to regular employees, subject always to the right of the University to select the best qualified candidate for any position. The following factors shall be given equal weight when considering regular employee candidates: qualifications, education, knowledge, skills and/or experience and seniority. All determinations by the University regarding candidates will be made fairly, reasonably and without discrimination.
- (b) When a choice must be made between regular candidates whose overall qualifications are in relative balance, the appointment shall be awarded to the candidate with the greatest seniority.

16.06 Trial Period for Candidates Chosen Internally

- (a) When an internal candidate is selected for a position, the employee shall be given a trial period not exceeding three (3) calendar months, during which the University will provide levels of orientation and training which are appropriate to the nature and complexity of the job tasks. During the trial period, any shortfall in performance will be brought to the attention of the employee and the University will provide the employee with guidance in an effort to assist the employee to meet the performance requirements of the job.
- (b) During the trial period, if it becomes evident to the University that the employee will not satisfy the job requirements, or the employee decides not to continue in the position, the training period may be ended. The employee will then be returned to his/her former position without loss of seniority and any other employee whose position changed as a result of the selection of the internal candidate shall also be returned to their former position without loss of seniority. Where the initial posting was for a term position, the University may appoint the next best candidate from the original competition or re-post the position in accordance with the terms of Article 16.01.

16.07 Notification to Internal Applicants

Within ten (10) working days of the date of the appointment to a permanent vacancy, the name of the successful applicant shall be posted on e-mail with a copy to the Union. All unsuccessful applicants shall receive written notification of the appointment of another candidate. Upon

request, a representative of Human Resources will meet with an unsuccessful applicant to discuss why they were not selected.

16.08 Probationary Period

The purpose of the probationary period is to allow the University to determine a new employee's suitability for continuing employment. New employees will be on probation for a period of three (3) calendar months. Upon notification to the employee and stating the rationale to the Union, this period may be extended by the University for up to three (3) months. During the probationary period, the employee shall be entitled to the rights and privileges of the Collective Agreement except seniority (Article 15). Upon successful completion of the probationary period, seniority shall be backdated to the date of hire.

16.09 Term Employee Preference

In the event that the overall qualifications of a term employee applicant are in relative balance with those of an external applicant, the appointment shall be awarded to the term employee applicant. In the event that the overall qualifications of two (2) or more term employee applicants are in relative balance, the appointment shall be awarded to the employee with the greatest length of unbroken term service with the University.

Should a term employee be selected for a regular full- or part-time position and commence work in the new position without a break in service, their regular employee seniority shall be back dated to the date of hire in the term position.

16.10 Promotions Requiring Higher Qualifications

If there is no regular employee appointed in accordance with Article 16.05 (a), the University may appoint a regular employee candidate who does not possess the required qualifications but who is preparing for qualifications prior to filling the vacancy. The University shall establish a period within which the qualifications must be obtained and shall establish the length of the trial period which will not exceed one (1) year. If the qualifications are not obtained or if the trial period is unsuccessful, the employee shall revert to his/her former position.

**ARTICLE 17
LAYOFFS AND RECALLS**

17.01 Definition of Layoff

A layoff shall be defined as a reduction in the regular full-time or regular part-time work force or a reduction in a regular employee's hours of work as defined in this Agreement.

17.02 Role of Seniority in Layoffs

The parties recognize that job security should increase in proportion to length of service. In the event of a layoff, employees shall be laid off in the reverse order of their seniority within the affected classification and department. An employee given notice of layoff shall have the right to bump a more junior employee in an equal or lower job classification, providing the employee exercising the right has the qualifications and ability to perform the work of the employee with less seniority. An employee given notice of layoff shall also have the right to bump term or casual employees in an equal or lower job classification.

17.03 Recall Procedure

Employees shall be recalled in the order of their seniority where they have the qualifications and ability to perform the available work.

17.04 No New Employees

New employees shall not be hired until those laid off have been given an opportunity of recall into positions for which they have the qualifications and ability to perform the required work.

17.05 Advance Notice of Layoff

Employees who are to be laid off shall be given notice thirty (30) calendar days prior to the effective date of layoff or pay in lieu of notice at the discretion of the University.

17.06 Grievance on Layoff and Recalls

Grievances concerning layoffs and recalls shall be initiated at Step 3 of the Grievance Procedure.

17.07 Leave to Attend to Personnel Matters

When an employee is to be laid off, he/she shall be allowed two (2) hours off with pay prior to or during his/her last shift in order to deal with any personnel administration or pay related matters not yet settled.

**ARTICLE 18
HOURS OF WORK**

18.01 Hours of Work

The Parties recognize the University's right to establish hours of operation of the University and all of its facilities as well as the number of employees

and classifications of positions that are required subject to the terms and conditions of this Agreement.

The normal work week for employees (excluding casuals) covered by this Agreement shall consist of five (5) consecutive days, Monday-Friday.

The normal work day for employees (excluding casuals) shall be seven (7) continuous hours' duration, exclusive of the one (1) hour unpaid meal period, and shall normally be within the hours of 8:30 a.m. to 4:30 p.m.

The normal work day for Maintenance Assistants shall be eight (8) hours duration inclusive of a half (½) hour paid meal period.

When the University exercises its flexibility of determining a work week and/or work day different from that stated above in order to provide public service, it shall conform to the following:

Any continuing work week shall be five (5) work days followed by two (2) days off. Part-time and casual employees will not be scheduled for shifts of less than four (4) hours in duration and will not be scheduled for more than five (5) consecutive days.

18.02 Notice of New Work Schedule

Schedules of work for employees working other than the normal workday as set out in Article 18.01 shall be posted at least seven (7) calendar days in advance of the starting day of the schedule. However, the University will make an effort to post schedules fourteen (14) days in advance and employees involved will be consulted prior to any change in the shift schedule. This clause does not apply to casual employees.

18.03 Shift Change Premium

Any employee (excluding casuals) given less than forty eight (48) hours notice of a change in the shift schedule shall be entitled to overtime rates for the first shift so affected. In cases of unexpected scheduling problems (eg. sick leave or operational emergencies) this notice period shall not apply.

18.04 Exchange of Shifts by Employees

The University will make every reasonable effort to accommodate shift exchanges between employees, subject to the following conditions:

- (a) the affected employees must be in full and willing agreement to the exchange; and
- (b) there is no resulting increase in costs to the University; and

- (c) the employee's supervisor(s) is satisfied that operational requirements of the University will be met in a satisfactory manner; and
- (d) the shift exchange agreement is recorded on an appropriate form and signed by the employees and the supervisor.

18.05 Rest Periods

A paid rest period of fifteen (15) minutes shall be permitted during each half (½) working day of not less than three and one half (3-½) hours in duration. Smoking breaks shall be taken during the paid rest period.

18.06 Minimum Daily Pay

An employee who reports for work and who commences work shall receive a minimum of four (4) hours pay at his/her regular rate.

An employee who reports for work but is not required to commence work shall receive a minimum of two (2) hours pay at his/her regular rate.

18.07 Modified Start-Finish Time

Notwithstanding that the normal hours of work are 8:30 a.m. - 4:30 p.m. employees may request in writing that their start-finish time be modified by up to one (1) hour to recognize personal preferences and/or work habits. Such requests may be approved where, in the opinion of the Manager/Director/Dean, the efficient operations of the University service would not be affected. Following approval, a Manager/Director/Dean may require that modified hours revert to the University's normal hours by providing the appropriate notice per Article 18.02.

ARTICLE 19 OVERTIME

19.01 Overtime Defined

Overtime shall be defined as work performed before or after the regular daily or weekly hours as defined in Article 18.01 or on a paid holiday as provided for in Article 21.01. An employee shall only be entitled to overtime compensation if it is authorized in advance by the University. Notwithstanding the foregoing, the University and the Union recognize that the nature of the work carried out by persons in some positions is such that it may not be possible for the employee to obtain prior authorization for the necessary overtime worked. In such special circumstances, he/she shall use his/her discretion in working the overtime and the University shall be considered to have authorized the overtime in advance. However, the

University reserves the right, subject to the grievance procedure, to determine the legitimacy of the overtime claimed and to give specific direction regarding the manner of dealing with such arrangements in the future.

Overtime shall be compensated in thirty (30) minute increments; however, employees shall not be entitled to any compensation for periods of overtime less than fifteen (15) minutes per day.

19.02 Compensation for Work Before or After Scheduled Daily Hours

Authorized overtime worked before or after a regular or term full-time employees' scheduled normal daily hours shall be compensated at time and one half for the first four (4) hours and double time for any additional hours. Maintenance Assistants will be paid time and one-half for the first three (3) hours and double time for any additional hours.

19.03 Compensation for Work Before or After Scheduled Weekly Hours

Authorized overtime in excess of a regular or term full-time employees' normal weekly hours of work shall be compensated at time and one half for the first thirteen (13) hours and double time for any additional hours. Maintenance Assistants will be paid time and one-half for the first eight (8) hours and double time for any additional hours.

19.04 Rest Period After Overtime

An employee required to work overtime adjoining his/her regularly scheduled shift shall be entitled to ten (10) clear hours between the end of the overtime work and the start of his/her next regular shift. If ten (10) clear hours are not provided, the overtime rate of time and one-half shall apply to all hours that fall within the ten (10) hour rest period.

19.05 No Layoff to Compensate for Overtime

An employee shall not be required to layoff during regular hours to equalize any overtime worked.

19.06 Right to Refuse Overtime

Overtime shall be offered on the basis of seniority to those employees in the department qualified and capable of performing the required work. Employees may refuse overtime. Where all regular or term employees in a department do not wish to work overtime, it will be assigned on the basis of reverse seniority amongst those in the department qualified and capable of performing the required work on a rotational basis, or the University may assign the work that has been refused.

19.07 Call Out Provisions

A regular or term full-time employee who is not at work, who is called in to work outside his/her regular work hours and who reports to work, shall be paid overtime at the rate of time and one-half for all hours worked during the call with a minimum of four **(4)** hours straight time pay.

Employees shall record starting and finishing times for overtime worked on a form determined by the University.

Overtime shall begin when the employee enters the University building and will end when the employee leaves the University building.

19.08 Overtime Compensation

Overtime worked by regular or term employees shall be compensated at the appropriate overtime rate in accordance with Article 19. The compensation of overtime is to be calculated on a daily or weekly basis and is not cumulative. Regular or term employees shall have the option of being compensated for overtime in cash or compensatory time off. Where the employee opts for payment in cash the University shall pay on the following pay period.

If the employee elects to take compensatory time off, the supervisor and the employee shall schedule such time off **by** mutual agreement. Overtime banked in a calendar year must be used by the end of the University fiscal year. Banked overtime not used shall be paid out at the rate at which it was earned by the end of the University fiscal year. Employees shall be permitted to maintain a maximum of forty (40) hours banked compensatory time off.

19.09 Payment on Termination

Upon termination, any overtime compensation due shall be paid out at the rate at which it was earned.

**ARTICLE 20
SHIFT WORK**

20.01 Shift Differential

An employee (other than a casual employee) who works rotating shifts shall receive a shift differential of fifty (50) cents per hour for all hours worked between 6:00 p.m. and 6:00 a.m., provided that the majority of the employee's shift falls between that time period.

20.02 Shift Preference

All shifts shall be rotated on an equal basis in so far as possible amongst the employees who are involved in the shift work. Employees may voluntarily work on a specific shift. Such an arrangement may be made with the mutual consent of the employees concerned and their supervisor.

**ARTICLE 21
PAID HOLIDAYS**

21.01 Paid Holidays

The University recognizes the following paid holidays:

- | | | | |
|----|----------------|-----|------------------|
| 1. | New Year's Day | 6. | B.C. Day |
| 2. | Good Friday | 7. | Labour Day |
| 3. | Easter Monday | 8. | Thanksgiving Day |
| 4. | Victoria Day | 9. | Remembrance Day |
| 5. | Canada Day | 10. | Christmas Day |
| | | 11. | Boxing Day |

and any other holiday as proclaimed by the federal or provincial governments.

Regular and term full-time employees shall be entitled to pay for the day at their regular rate of pay for their normal number of daily working hours providing that they work their regularly scheduled day prior to and following the holiday. Regular and term part-time employees meeting this same condition shall be entitled to the holiday with pay at their regular rate of pay for the average number of daily working hours (excluding overtime) during the preceeding four **(4)** week period.

21.02 Compensation for Holidays on Saturday or Sunday

When any of the above noted paid holidays fall on a Saturday or Sunday the University shall grant employees a day in lieu on either the Friday preceeding or the Monday following the actual holiday. Where Christmas/Boxing Day fall on a Saturday/Sunday, the days in lieu shall be Monday and Tuesday.

21.03 Pay for Scheduled Work on a Paid Holiday

An employee (including a casual employee) who is scheduled to work on the actual holiday (other than Christmas Day) and who does so shall be paid at the rate of time and one-half for all hours worked. In the case of Christmas Day, the rate of pay shall be double time. The paid holiday

shall be rescheduled and taken at a time mutually agreeable to the employee and their supervisor.

21.04 Compensation for Paid Holidays Falling on Scheduled Day Off

When any of the above noted holidays fall on a regular or term employee's scheduled day off, they shall receive a day's pay or another day off with pay at a time mutually agreeable to the employee and their supervisor.

21.05 Holidays Falling While on Vacation

When a regular or term employee is on annual vacation and a paid holiday occurs during that period, the paid holiday shall not count as a day of vacation.

21.06 Casual Employees

Casual employees shall receive statutory holiday pay in accordance with provisions of the Employment Standards Act.

21.07 University Declared Holiday

Where the President exercises his/her authority to declare an official University holiday in addition to the days listed in Article 21.01, eligibility for pay or eligibility for a paid holiday will be covered by the provision in Article 21.01. An employee who works on such a day shall receive another day off with pay in lieu at a time mutually agreeable to them and their supervisor.

ARTICLE 22 VACATIONS

22.01 Vacation Year

For the purpose of this Agreement, the vacation year shall mean the twelve (12) month period from the employee's start date with the University.

22.02 Vacation Entitlement

Annual vacation entitlement will be credited at the beginning of the vacation year. If the employee uses the annual entitlement but does not complete the full year of employment, an adjustment for unearned vacation days will be applied against the final pay.

22.03 Length of Vacation

Regular full-time employees shall receive annual vacation with pay on the following basis:

- (a) fifteen (15) days in each of the first (1st) through fourth (4th) years of service;
- (b) twenty (20) days in each of the fifth (5th) through ninth (9th) years of service;
- (c) twenty-five (25) days in the tenth (10th) and in all subsequent years of service.

22.04 Regular Part-Time Employees

Regular part-time employees shall receive vacation on a pro rata basis according to the number of hours worked relative to a regular full-time employee during the vacation year.

22.05 Vacation Carry Over

- (a) An employee may request in writing to their supervisor permission to carry forward up to five (5) days of vacation for no more than *two* (2) consecutive years. The maximum carry over of ten (10) days must be taken by the end of the third (3rd) consecutive vacation year.
- (b) At the beginning of the vacation year, an employee may request in writing to carry forward that year's vacation entitlement to the next vacation year where they have planned a special activity.

22.06 Vacation Pay on Termination

An employee terminating employment at any time in the vacation year prior to using his/her banked vacation and proportionate amount of the regular vacation year entitlement shall be paid out at the employee's current wage or salary rate.

22.07 Vacation Flexibility

The time of vacation is to be determined by mutual agreement between the employee and the department. Subject to operational requirements, a department head will not unreasonably refuse vacation leave requested by an employee.

22.08 Vacation Schedule

Subject to the provisions of this Article, it is the intent of the parties that no employee shall be restricted in the time of year he/she chooses to take his/her vacation entitlement provided that the University's ability to provide service is not impaired.

- (a) Vacation schedule forms shall be posted by February 1 of each year in each department and will include the amount of vacation entitlement for each employee. Employees shall make vacation selections by March 15 of each year. The completed vacation schedule shall be posted by March 31 of each year.
- (b) An employee who does not exercise his/her seniority rights to select vacation prior to March 15 shall not be entitled to exercise these rights with respect to any vacation time previously selected by an employee with less seniority.
- (c) The University shall attempt to contact employees who are absent in order to establish such employees' preference for vacation.
- (d) An employee who posts into another job in another department where the vacation schedule has been completed will not be entitled to exercise his/her seniority rights for that year only. However, every effort shall be made to grant vacation at the time of the employee's choice.

22.09 Conflicts in Scheduling

Scheduling of vacation shall be on the basis of seniority where there is a conflict of scheduling between employees. No employee shall be obliged to schedule a vacation at a time not suitable to his/herself. Vacation schedules may be amended by mutual agreement of the University and the employee(s) affected by the change.

22.10 Utilization of Sick Leave During Vacation

An employee hospitalized or confined to bed on doctor's orders during his/her vacation period shall apply for use of sick leave upon production of a doctor's certificate acceptable to the University. Application for sick leave to the Human Resources Department shall be made within two (2) days of returning to work.

22.11 Casual Employee Entitlement

Casual employees shall receive a four percent (4%) increment on their hourly or bi-weekly salary rate in lieu of vacation.

22.12 Term Employee Entitlement

Term Employees hired for one (1) year or less shall receive a six percent (6%) increment on their hourly or bi-weekly salary rate in lieu of vacation.

Term employees hired for more than one (1) year or who have a term renewed that will extend their service beyond one (1) year shall receive vacation in accordance with Article 22.03 and/or Article 22.04.

22.13 Utilization of Bereavement and/or Court Leave

When an employee is on vacation but would otherwise have been entitled to Bereavement Leave or Court leave, there shall be no deduction from the vacation credits for the applicable period. Upon return to work the employee must advise the University and provide necessary documentation within seven (7) days, following which the vacation that had been charged will be reimbursed.

22.14 Prime Time Vacation Period

During the period of June 1 - August 31 of each year, employees shall not be permitted more than *two* (2) consecutive weeks of vacation if other employees within the same department also want vacation during the same time period.

22.15 Probationary Employees

Probationary employees will not normally be allowed to take vacation until after their probationary period has been successfully served.

**ARTICLE 23
SICK LEAVE**

23.01 Sick Leave Defined

Sick leave means the period of time an employee is absent from work by virtue of being sick or disabled, or because of an accident for which compensation is not payable under the Worker's Compensation Act. Paid sick leave is intended to provide income protection for an employee's regular earnings. Employees will not receive any payout of sick leave entitlement unless they are sick. Regular employees shall be covered for up to sixty (60) days of short term disability at one hundred percent (100%) of regular earnings upon presentation of satisfactory proof of sickness as detailed in Article 23.03. Term employees shall accrue five-twelfths (5/12) days of sick leave per month.

23.02 Reporting of Sick Leave

Employees shall report absence due to sickness or disability to their supervisor as soon as possible or shall have someone do so on their behalf. Upon return to work the employee shall be required to complete the University's sick leave reporting form.

23.03 Proof of Sickness

For any absence due to sickness or disability in excess of five (5) consecutive working days, the employee shall be required to provide medical proof of sickness satisfactory to the University. Failure to do so will result in the absence being treated as leave without pay. The University reserves the right where there has been a pattern or high usage of sick leave to request satisfactory proof of sickness for periods of less than three (3) consecutive days. The University also reserves the right to refer the employee to a physician satisfactory to the University and acceptable to the employee. The costs of the referral shall be born by the University.

23.04 Illness in the Family

Where no one other than the employee can provide for the medical needs of an immediate family member during an unforeseen illness, the employee shall be entitled to use one (1) day of sick leave. A maximum of five (5) days of sick leave per calendar year may be taken under this Article.

For the purposes of this Article only, an immediate family member shall be defined as a parent (including step-parent), child (including step-child) or spouse (including common-law spouse or same-sex partner) permanently residing with the employee.

**ARTICLE 24
LEAVES**

24.01 Full-time Union or Public Duties

The University shall grant to regular full-time and regular part-time employees, on written request and with at least thirty (30) days notice, leave of absence without pay:

- (a) for a maximum of ninety (90) days for employees to seek election in a municipal, Provincial or federal election;

- (b) for a period of one (1) year for employees selected for a full-time position with the Union or any body to which the Union is affiliated. Such leave shall be renewed each year on request during his/her term of office;
- (c) for a maximum period of four (4) years for employees elected to public office;
- (d) where an employee has been elected to a seat on a Municipal Council or School Board, and the meetings of that body are held during the employee's normal working hours, the University shall grant leave without pay to attend such meetings;
- (e) federal and provincial offices - there are no restrictions on employees engaging in political activities on their own time as campaign workers. If an employee is nominated as a candidate for election, the employee shall be granted leave without pay in accordance with Section (a) to engage in the election campaign. If elected, the employee shall be granted leave of absence in accordance with Section (c). If not elected, the employee shall be allowed to return to his/her former position.

Where the approved leave of absence is in excess of twenty (20) consecutive days, the University shall only maintain the benefits normally paid on behalf of that employee for the balance of the month in which the leave commences. Thereafter, the University will only continue such benefit coverage if the Union or the employee pays to the University, in advance of the commencement of the employee's leave, the amount owing by post-dated cheques to cover the continuing benefit coverage during the balance of the approved leave.

24.02 Bereavement Leave

- (a) In the case of bereavement in the immediate family, an employee not on leave of absence without pay shall be entitled to bereavement leave at his/her regular rate of pay. Such leave shall normally not exceed three (3) working days.
- (b) For this Article only, immediate family is defined as an employee's parent, spouse, child, step-child, brother, sister, father-in-law, mother-in-law, grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law and any other relative permanently residing in the employee's household or with whom the employee permanently resides.
- (c) In the event that the employee is required to travel more than three hundred (300) kilometres from their primary campus, the bereavement leave shall normally not exceed five (5) working

days except where the University determines that special circumstances warrant an extension.

24.03 Leave for Court Appearances

- (a) The University shall grant paid leave to employees, other than employees on leave without pay, who serve as jurors or subpoenaed witnesses in a court action, provided such court action is not occasioned by the employee's private affairs.
- (b) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay.
- (c) An employee in receipt of his/her regular earnings while serving at court shall remit to the University all monies paid to him/her by the court, except travelling and meal allowances not reimbursed by the University.
- (d) Time spent at court by an employee in his/her official capacity shall be at his/her regular rate of pay and only for such straight time hours that the employee would have worked but for the absence.
- (e) Court action arising from employment with the University, requiring attendance at court, shall be with pay provided that it is in response to a subpoena.
- (f) In the event an accused employee is jailed pending a court ruling, such leave of absence shall be without pay, benefits and seniority. In the event that the employee is found guilty and sentenced to incarceration for less than one (1) year, leave of absence without pay or benefits may be granted. It is understood that if the employee has committed an offense against the University or if the offense would affect them in the performance of their duties, the provisions of this Article shall not apply.

For all the above leaves, the employee shall advise his/her supervisor as soon as he/she is aware that such leave is required.

The employee shall report for work immediately, if excused from jury duty or from appearing as a witness for the day.

24.04 Federal, Provincial and Municipal Elections

Any employee eligible to vote in a federal, provincial or municipal election or a referendum shall have four (4) consecutive clear hours during the hours in which the polls are open in order to cast his/her ballot.

24.05 General Leave

Notwithstanding any provision for leave in this Agreement, the University may grant leave of absence without pay to an employee requesting such leave for emergency or unusual circumstances, or for any other reason which, in the opinion of the University, is a valid reason. Such request shall be in writing and may be approved by the employee's supervisor, department Director/Dean, Director of Human Resources and/or appropriate Vice President. Approval shall not be unreasonably withheld but the University has the right to consider its operational needs when considering a request.

- (a) Where possible, the employee's request must be made in writing and delivered to his/her supervisor at least twenty (20) calendar days before the requested date of commencement if the requested leave is for no longer than fourteen (14) calendar days. Where the requested leave is for longer than fourteen (14) calendar days, a written request shall be delivered to his/her supervisor at least sixty (60) calendar days before the requested date of commencement. For leaves greater than sixty (60) calendar days, employees shall not accumulate seniority but shall retain seniority at the time of leaving. For leaves of less than sixty (60) calendar days, employees shall continue to accrue seniority.
- (b) Where the approved leave of absence is in excess of twenty (20) consecutive calendar days, the University shall only maintain the benefits normally paid for on behalf of that employee for the balance of the month in which the leave commences. Thereafter, the University will only continue such benefit coverage if the Union or the employee pays to the University, in advance of the commencement of the employee's leave, the amount owing by post-dated cheques to cover the continuing benefit coverage during the balance of the approved leave.
- (c) During the unpaid leave of absence, the employee will not be entitled to general holiday pay or annual vacation pay.
- (d) Leave of absence will normally not be approved for more than one (1) year.
- (e) Leave of absence will normally not be approved more than once in any twelve (12) month period.

24.06 Leave for Union Activities

Upon written request and subject to operational requirements, employees shall be granted leave of absence with pay and without loss of seniority to

participate in Union activities. The Union shall reimburse the University for the cost of wages and benefits.

24.07 Pallbearer Leave

One half (½) day of leave with pay shall be granted to an employee who has been requested to act as a pallbearer.

24.08 Medical/Dental Appointments

Whenever possible, employees shall book medical/dental appointments during off-duty hours. Where this is not possible and upon request at least twenty-four (24) hours in advance, leave with pay will be granted. The time missed shall be made up at a time mutually acceptable to the employee and their supervisor.

24.09 Leave for Serious Fire or Flood

An employee will be granted a paid leave of up to one (1) day in the case of a serious fire or flood in the employee's household.

24.10 Term Employees Leave of Absence

Term employees shall be eligible for the following leaves of absence:

- (a) bereavement leave in accordance with Article 24.02; and
- (b) witness or jury leave in accordance with Article 24.03 (a).

ARTICLE 25 MATERNITY LEAVE

In addition to the applicable sections of the Employment Standards Act, regular full-time and regular part-time employees are eligible for the following benefit.

25.01 Documentation

In order to qualify for maternity leave, a female employee must:

- (a) submit to the University an application in writing for leave under this provision at least four (4) weeks prior to the commencement of the leave; and
- (b) submit to the University a certificate from a qualified medical practitioner certifying that the employee is pregnant and specifying the estimated date of the birth of the child.

25.02 Length of Leave

Upon receipt of the application, the University shall grant maternity leave to the employee consisting of:

- (a) Eighteen (18) weeks leave of absence which may commence no sooner than eleven (11) weeks prior to the predicted birth of the child, plus an additional period equal to the period between the estimated date of delivery specified on the medical certificate and the actual date of delivery if delivery occurs after the date mentioned in the certificate; and
- (b) if, for reasons related to the birth of the child as certified by a doctor, the employee is unable to return to work, a further leave of absence not exceeding six (6) consecutive weeks.

25.03 Top Up and Bridging Benefit

During the period of maternity leave, an employee who has applied for and received Unemployment Insurance Benefit pursuant to the Unemployment Insurance Act is entitled to a maternity leave allowance as follows:

- (a) for the first *two* (2) weeks the employee shall receive one hundred percent (100%) of the employee's weekly salary;
- (b) for any further period during which the employee is collecting Unemployment Insurance, the employee shall receive payments equivalent to the difference between Unemployment Insurance benefits she is receiving and ninety five percent (95%) of her weekly salary.

25.04 Pension/Benefits While on Maternity Leave

Contributions to the pension and benefits plans shall continue on the part of the employee and the University on the basis of one hundred percent (100%) of salary.

25.05 Payment

To receive the benefits defined in Article 25.03, the employee shall supply the University with proof of application to the Unemployment Insurance Commission. The payment of the Supplementary Unemployment Benefit shall be as follows:

- (a) the University shall estimate the amount of the Unemployment Insurance payment and provide a supplementary payment to the employee on the usual salary payment schedule and this supplementary payment will be regarded as an advance;

- (b) the employee shall provide evidence of the actual payments received from the Unemployment Insurance Commissio
- (c) the subsequent payments to the employee shall be adjusted, up or down, to reflect the actual Unemployment Insurance payment.

On resuming employment from maternity leave the employee shall be reinstated in all respects in her previous permanent position and shall have the maternity leave time counted as service for all benefit entitlements and vacation purposes.

25.06 Probationary Employees

An employee who commences maternity leave while on probation in a regular full-time or regular part-time position shall be reimbursed in a lump sum the difference between the UIC benefit and the employee's normal salary to ninety-five percent (95%) upon returning to work and successfully completing the probation period.

25.07 Return to Work

Regular employees must return to work for one (1) year of continuous service following maternity leave. If a regular employee leaves the University prior to completing one (1) year of service they will be required to re-pay the top up and two (2) week bridging benefits.

25.08 Term/Casual Employees

Term and Casual employees shall be entitled to maternity leave in accordance with the Employment Standards Act but shall not receive top up or bridging benefits.

ARTICLE 26 PARENTAL LEAVE

Regular full-time and regular part-time employees are eligible for the following benefit:

26.01 Documentation

An employee who becomes the natural parent of child, or who is adopting or has adopted a child, is entitled to parental leave providing:

- (a) a written application is submitted to the University no later than four (4) weeks prior to the commencement of the leave. If four (4) weeks notice is not possible due to unforeseeable

circumstances, the request must be submitted as soon as the need for parental leave becomes known; and

- (b) the written application advises the University of the expected date of delivery/adoption and of the employee's intention to take parental leave, and advises the University of the anticipated commencement date and duration of such leave.

26.02 Length of Leave

Upon receipt of an application for parental leave, the University shall grant parental leave to the employee consistent in timing and duration with the Employment Standards Act, including but not limited to the following provisions:

- (a) the mother and the father may each apply for leaves up to a combined duration of twelve (12) weeks parental leave;
- (b) the mother and the father may take their leaves at the same time or at different times;
- (c) parental leave for a natural mother must begin when maternity leave expires, unless the mother and the University agree otherwise;
- (d) parental leave for a natural father must commence within fifty-two (52) weeks of the child's date of birth;
- @> parental leave for adopting parents must commence within fifty-two (52) weeks from the date the child comes into actual custody.

26.03 Top Up and Bridging Benefit

The employee taking parental leave shall receive payments equivalent to the difference between Unemployment Insurance benefits he/she is receiving and ninety-five percent (95%) of his/her salary for any time the employee is collecting Unemployment Insurance.

26.04 Pension/Benefits While on Parental Leave

Contributions to the pension and benefits plans shall continue on the part of the employee and the University on the basis of one hundred percent (100%) of salary.

26.05 Payment

To receive the benefits defined in Article 26.03, the employee shall supply the University with proof of application to the Unemployment Insurance

Commission. The payment of the Supplementary Unemployment Benefit shall be as follows:

- (a) the University shall estimate the amount of the Unemployment Insurance payment and provide a supplementary payment to the employee on the usual salary payment schedule and this supplementary payment will be regarded as an advance;
- (b) the employee shall provide evidence of the actual payments received from the Unemployment Insurance Commission;
- (c) the subsequent payments to the employee shall be adjusted, up or down, to reflect the actual Unemployment Insurance payment;

On resuming employment from parental leave, the employee shall be reinstated in all respects in his/her previous permanent position and shall have the parental leave time counted as service for all benefit entitlements and vacation purposes.

26.06 Probationary Employees

An employee who commences parental leave while on probation in a regular full-time or regular part-time position shall be reimbursed in a lump sum the difference between the UIC benefit and the employee's normal salary to ninety-five percent (95%) upon returning to work and successfully completing the probation period.

26.07 Return to Work

Regular employees must return to work for one (1) year of continuous service following parental leave. If a regular employee leaves the University prior to completing one (1) year of service, they will be required to re-pay the top up and two (2) week bridging benefits.

26.08 Term/Casual Employees

Term/Casual employees shall be entitled to parental leave in accordance with the Employment Standards Act but shall not receive top up benefits.

ARTICLE 27 PAYMENT OF WAGES AND ALLOWANCES

27.01 Pay Days

The University shall pay employees on a bi-weekly basis in accordance with the rates established in this Agreement detailed in Schedule A attached to and forming part of this Agreement. On each pay day, each

employee shall be provided with an itemized statement of his/her wages, overtime, and other supplementary pay and deductions.

The University may not make deductions from wages or salaries unless authorized by statute, court order, arbitration order or by this Agreement or to recover overpayment or other amounts to which the employee was not entitled.

27.02 Equal Pay for Equal Work

Employees of one gender will not be employed at a rate of pay that is less than the rate paid to employees of the other gender for work that is substantially similar.

27.03 Rate of Pay on Promotion or Reclassification

An employee promoted or reclassified in accordance with this Collective Agreement to a higher paying position carrying a single rate of pay shall receive the rate of pay and benefits for that position.

An employee promoted or reclassified in accordance with this Collective Agreement to a higher paying position carrying a salary range shall be placed at a rate equal to or greater than one (1) full increment (two percent [2%]) increase in their previous salary range or at the base of the range for the new position, whichever is greater.

27.04 Pay on Temporary Assignment, Higher Rated Job

When an employee is assigned by the University for a period of more than five (5) working days to temporarily substitute in or perform the principle duties of a higher paying position for which there is a single rate of pay, he/she shall receive the rate for the higher paying position, retroactive to the first day of the assignment. Where the higher paying position carries a salary range, the employee shall be placed at a rate equal to or greater than one (1) full increment (two percent [2%]) increase in their previous salary range or at the base of the range for the new position, whichever is greater. The employee shall qualify for any pay increments based on length of service in the temporary assignment.

Where the higher paying position is outside the bargaining unit the employee shall be paid at the base of the salary range for that position. The employee shall be deemed to be covered by all provisions of this Collective Agreement, including Article 6 (Check off of Union Dues) during the period of temporary transfer.

27.05 Pay on Temporary Assignment, Lower Rated Job

When an employee is temporarily assigned by the University to a position paying a lower rate for purposes other than demotion, his/her rate shall

not be reduced. This Article does not apply to a change of position as a result of the exercise of seniority rights under Article 17 (Layoffs and Recalls).

ARTICLE 28 GENDER NEUTRAL JOB EVALUATION

28.01 Gender Neutral Job Evaluation Plan

The University has in force and will maintain a formal gender neutral job evaluation plan (JEP) for the evaluation, classification and reclassification of all job positions within the University, including the job positions of employees in the bargaining unit. A copy of the JEP will be provided to the Union. No substantive changes will be made to the JEP during the current term of the Collective Agreement without the prior agreement of the Union.

28.02 Job Evaluation Committee Representation

The Job Evaluation Committee (JEC) shall consist of five (5) members of which two (2) shall be appointed by the Union. The Union shall be entitled to appoint an alternate member who may replace a CUPE appointee who is unable to attend.

28.03 Attendance at Meetings

Bargaining unit representatives or alternates who have been appointed to serve on the JEC shall attend scheduled JEC meetings with no loss of pay, benefits or seniority in relation to the time away from their normal duties.

28.04 Access to Relevant Documentation

In order to perform their duties, employees who are JEC members will be provided access to relevant documentation such as Position Description Questionnaires, **job** descriptions and job evaluation results. The bargaining unit representatives shall have the right to request the assistance of a CUPE job evaluation representative for training purposes or for advice at any time other than at Job Evaluation Committee meetings.

28.05 Administration of the Job Evaluation Plan

- (a) It is the responsibility of all participants in the administration of the job evaluation plan to ensure that evaluations are conducted honestly, objectively and without bias. Each members of the JEC has an obligation to avoid any conflict of interest, real or

apparent, and must declare any conflict involving the interests of other employees of the University with whom they have a familial, marital (marriage or common law), business or other relationship that might reasonably be construed as giving rise to concerns about conflict and bias.

- (b) All employees are required to complete any required questionnaires or survey forms that are necessary for the proper performance of evaluations of their job positions. This shall include highlighting changes from previous questionnaires or survey forms when requesting the re-evaluation of a position.
- (c) The Human Resources Department shall be responsible for maintaining the records of the JEC. The Union shall be provided access to such records upon request.

28.06 Newly Created Job Classifications

- (a) The University has the right to create and fill new job classifications within the bargaining unit according to the emerging and changing needs of operations. When the University exercises this right, the new job classification will normally be evaluated by the JEC prior to the vacancy being posted.
- (b) Notwithstanding Article 28.06 (a), the University retains the right to assign an interim wage rate for newly created classifications. At such time as the JEC has completed its evaluation of the newly created classification, a permanent rate will be assigned and any necessary retroactive adjustments made.
- (c) After a newly created job classification has been filled for six (6) months, either the incumbent employee or the University may require that the position again be evaluated by the JEC.

28.07 Challenges to Job Evaluation and Re-evaluation Results

- (a) Challenges to the evaluation and re-evaluation results will be by referral directly to Step 3 of the grievance procedure provided in Article 12.02.
- (b) In the event that a challenge under this Article is pursued through arbitration, only a single member arbitration board can be used and the Chairperson will be one of the following individuals:

John Kinzie, or
Dave McPhillips, or
Stephen Kelleher.

- (c) In any particular reference to arbitration under this Article each party may challenge and decline one (1) of the three (3) named chairpersons. In the event that both parties use their challenges, the remaining named individual shall be appointed as the Chairperson for that case.
- (d) The decision of the arbitrator shall be final and binding provided that the arbitrator has taken into account the limitations imposed by Article 28.08 herein.

28.08 Implementation of Pay Rate Adjustments

The University is obliged to implement pay rate adjustments which result from the administration and application of the JEC, provided that:

- (a) funds for such adjustment are provided for in UNBC's approved budget; and
- (b) payment of the adjustments are not prohibited by the provincial government or its competent agencies.

ARTICLE 29 NOT IN USE

ARTICLE 30 GROUP BENEFITS AND PENSION

30.01 Medical Services Plan (MSP)

For regular full-time employees the University shall pay one hundred percent (100%) of the monthly premium for coverage under the Medical Services Plan of British Columbia.

Coverage and eligibility shall be governed by the terms of the Medical Services Plan of British Columbia.

30.02 Extended Health/Vision

The University shall maintain an Extended Health/Vision plan. For regular full-time employees the University shall pay one hundred percent (100%) of the monthly premiums.

30.03 Dental Plan

The University shall maintain a Dental plan. For regular full-time employees the University shall pay one hundred percent (100%) of the monthly premiums.

30.04 Group Life and Accidental Death & Dismemberment (AD&D) Insurance

The University shall maintain Group Life and Accidental Death & Dismemberment Insurance plans. For regular full-time employees the University shall pay one hundred percent (100%) of the monthly premiums. The University shall also offer Optional Life Insurance (employee and/or spousal coverage) and Optional AD&D (employee and/or family coverage) with premiums one hundred percent (100%) employee paid.

30.05 Long Term Disability (LTD)

The University shall maintain a Long Term Disability (LTD) plan. It shall be mandatory for eligible employees to enroll in and maintain coverage under the LTD plan. Eligible employees shall pay one hundred percent (100%) of the monthly premiums.

30.06 Employee and Family Assistance Program (EAP)

The University shall maintain an Employee and Family Assistance Program (EAP). The University shall pay one hundred percent (100%) of the monthly premiums for all eligible employees.

30.07 Pension

The University shall maintain a pension plan for regular employees. The contribution formula shall remain as it existed at the coming into force of this Collective Agreement unless changed by mutual agreement of the parties. The Union shall be entitled to name a Trustee (who shall be a member of the plan) to sit on the Pension Board.

30.08 Regular Part-Time Employees

Regular part-time employees shall be eligible for coverage under the group benefits and pension plans if they average more than thirty five (35) hours in a bi-weekly pay period. The cost of monthly premiums for MSP, Extended Health/Vision and Dental shall be shared by the University and the employee in the same proportion as the employee's average hours of work relative to those of a full-time employee.

30.09 Term Employee Eligibility

Full-time term employees shall be eligible for the following group benefits with one hundred percent (100%) of the monthly premiums paid by the University. Part-time term employees shall be eligible for the following benefits and shall cost share the monthly premiums as per Article 30.08:

- (a) Term of one (1) year or longer - MSP, Extended Health/Vision, Dental, Group Life, AD&D, EAP;

- (b) Term of six (6) months (and less than one [1] year) - MSP, Extended Health/Vision.

30.10 Benefits Advisory Committee

The Labour-Management Committee may establish a sub-committee to act in an advisory capacity on matters of benefit plan options and to provide education to members on the operation of the plans.

30.11 Master Agreements

The University agrees to supply the Union with copies of the pension and benefit plan Master Agreements and any amendments made from time to time.

30.12 Liability Insurance

The University shall maintain appropriate liability insurance covering employees in the course of exercising their duties.

30.13 Continuation of Benefits During Work Stoppages

In the event of a lawful strike or lockout, the University agrees that health and welfare benefits, excluding pension contributions, will be continued in accordance with the terms of Section 62 (1) and 62 (2) of the Labour Relations Code.

**ARTICLE 31
HEALTH AND SAFETY**

31.01 Cooperation on Safety

- (a) The University, the Union and the employees share an obligation and commitment to the promotion of a safe and healthy work environment within the University. To this end, they will cooperate in every reasonable manner in striving to prevent unsafe practices and procedures and in correcting any such practices and procedures that may be identified.
- (b) Safe and healthy working conditions in the workplace include but are not limited to:
 - (i) proper labelling and storage of flammable, poisonous, radioactive and biohazardous materials;
 - (ii) regular fire drills and preparedness;
 - (iii) qualified personnel with first-aid skills on site;
 - (iv) disaster planning and drills;

- (v) industrial precaution with respect to heavy equipment;
- (vi) safety with respect to:
 - placement of a reasonable number of emergency phones for contacting security officers;
 - escort service to parking lots;
 - a properly lighted walkways and parking lots.

There shall be no discrimination, no penalty, no intimidation and no coercion when employees comply with this Article.

31.02 Health and Safety Committee

The Union shall be entitled to representation on the University Health and Safety Committee. Representatives shall be entitled to attend Committee meetings without loss of pay or benefits.

31.03 Compliance with Health and Safety Policy, Legislation and Regulations

The University, the Union and the employees shall comply with all applicable federal, provincial and municipal health and safety legislation and regulations including the Workers' Compensation Act and with UNBC Occupational Health and Safety policies and procedures as amended from time to time.

31.04 Emergency, Workplace Accident or Injury Response

The University will develop and maintain clear action directives and procedures for all persons to follow in response to emergency situations (such as fire), workplace accidents or personal injuries. Such directives will be communicated in a manner which can reasonably be expected to bring them to the attention of all persons within the University.

31.05 Transportation of Injured Employees

The University will provide emergency transportation to the nearest treatment facility for any employee who requires emergency medical care as the result of a workplace accident at no cost to the employee.

31.06 Continuity of Pay on Day of Workplace Injury

In the event of a workplace injury, an employee who must leave work due to injury or who leaves in order to receive emergency medical treatment will receive payment for the time away from the workplace on that day, up to the total number of straight time hours that the employee was scheduled to work.

31.07 Prohibition Against Unsafe Conduct by Employees

The parties agree that any purposeful or negligent conduct by an employee which places at risk the health or safety of the employee, or of other persons, is expressly prohibited. Any occurrence of such conduct will be the subject of disciplinary measures against the employee.

31.08 Protection Against Discipline

No employee shall be reprimanded or disciplined for refusing to perform any assigned work task where the refusal is based on a reasonable apprehension of danger for the personal safety of the employee or any other person.

31.09 Training of University Health and Safety Committee Members

Union representatives to the University Health and Safety Committee shall be entitled to leave without loss of pay/benefits for training courses undertaken at the request of the University.

31.10 Proper Training

Employees shall not be required to work on any job or operate any equipment for which they have not received proper training.

31.11 Health & Safety Grievance

Any dispute related to the general application of this Article may be filed directly at Step 3 of the grievance procedure. This Article does not relieve employees of their responsibility to comply with applicable Health and Safety policies on the reporting of incidents/accidents.

**ARTICLE 32
TECHNOLOGICAL CHANGE AND ADJUSTMENT PLANNING**

32.01 Notice of Change

If the University introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of regular employees in an affected department, the University shall give notice to the Union at least ninety (90) days before the date on which the measure, policy, practice or change is to be effected.

32.02 Consultation

Within thirty (30) days of the notice referred to in Article 32.01, the University and the Union shall meet, in good faith, and endeavour to develop an adjustment plan. The parties may consider alternatives to the proposed measures, policy, practice or change, including amendment of provisions in the Collective Agreement.

32.03 Notice to Affected employees

Any regular employee who will be laid off as defined in Article 17.01 shall be provided with notice in accordance with the provisions of Article 17.05 and shall be given the opportunity to exercise their seniority rights in accordance with Article 17.02.

32.04 Retraining

Affected regular employees who are unable to exercise seniority rights pursuant to Article 32.03 shall be given the opportunity to study, practice and train to acquire the knowledge and skill necessary to qualify for an existing vacant or a newly created position. Such retraining must be accomplished within three (3) months during which time the University agrees to pay the employee at their prevailing rate and to bear the cost of the retraining. Upon completion of retraining the employee shall be paid at the rate for the position that they have been trained for. The University shall be under no obligation to offer an employee more than one (1) retraining opportunity.

32.05 Severance Pay

If the University is unable to provide work for an affected regular employee and retraining pursuant to Article 32.04 is not appropriate or if the employee elects, the University shall pay lump sum severance pay. Severance pay shall be determined on the basis of one (1) weeks' pay at the employee's regular rate of pay for each complete year of service, to a maximum twenty (20) weeks' pay.

32.06 Recall

Employees laid off shall be recalled in accordance with the provisions of Article 17.03 and 17.04 unless the employee has elected to take severance pay in which case the employee forfeits the rights of recall.

**ARTICLE 33
CONTRACTING OUT**

33.01 Restrictions on Contracting Out

In order to provide job security for the members of the bargaining unit the University agrees that work shall not be sub-contracted, transferred, assigned or conveyed to non-bargaining unit members such that it would result in the laying off of employees presently covered by this Agreement.

33.02 Review of Contracted Services

The University shall annually notify the Union of contracted-out services which are within the scope of the jobs performed by members of the bargaining unit and provide the Union with the opportunity to present alternatives.

**ARTICLE 34
UNION INSIGNIA**

34.01 Employees will be permitted to wear or display the recognized insignia of the Union. The designation CUPE or CUPE 3799 may, at the employee's option, be placed below the signatory initials on typewritten correspondence prepared by Union members.

34.02 Other locations and uses of the Union insignia shall be by agreement of the Labour-Management Committee.

**ARTICLE 35
UNIFORMS AND PROTECTIVE CLOTHING**

35.01 Uniforms and Protective Clothing

The University shall provide such uniforms and/or protective clothing as it requires employees to wear, or is required by legislation or regulation, in the following work areas:

- Facilities
- Warehouse
- Mailroom
- Parking
- Laboratory
- Conference Services
- Library

35.02 Care of Uniforms

The employee who is provided with uniforms and/or protective clothing shall be responsible for their routine care, cleaning or laundering. At the discretion of the responsible supervisor, the University may bear the costs of cleaning or laundering uniforms and/or protective clothing in situations where the employee has had to perform work in unusually wet or dirty circumstances which are not typical for the employee's work environment.

**ARTICLE 36
GENERAL CONDITIONS**

36.01 Proper Accommodations

Appropriate facilities shall be available to employees in which to have their meals and to change and store their clothes where the wearing of a uniform is required. If existing staff rooms and facilities are required for other purposes because of space requirements, alternate facilities will be made available.

The University will ensure that the need for staff facilities will be considered in the design of new buildings, additions and renovations.

36.02 Bulletin Boards

The University shall install a locking bulletin board for the exclusive use of the Union, in a location mutually acceptable to the University and the Union, so that all employees will have access to it. The Union shall have the right to post notices of meetings and other material relating to the business affairs of the Union. The Union will cooperate in ensuring that materials are posted in an orderly manner and only current material remains posted.

36.03 Allowances for Tools

The University shall supply all tools and equipment, tool boxes and lock-out locks required by employees in the performance of their duties. Replacement will be made by producing the worn or broken tools or proving that the tool was lost or stolen. Where an employee elects to use personal tools or equipment in the performance of their duties, the University shall bear no responsibility for damage or loss.

36.04 Communication to Members

The University agrees to permit the Union the use of campus mail facilities and e-mail in order that all members be kept well-informed of Union

meetings and business pertaining to the Union. All postage for outgoing mail must be supplied by the Union.

The University shall permit the Union to book University rooms, on a space available basis, for business meetings of the local Union in accordance with University policies and at no cost.

36.05 No Reprisals Arising from Work Stoppages

The University agrees that it shall not terminate, suspend, discipline, discriminate, coerce, intimidate, impose or seek to impose a pecuniary or other penalty against any person because he or she engaged in a lawful work stoppage, or in any lawful activity related to the lawful work stoppage.

36.06 Closing of University

Should the University, or an area of the University, be closed temporarily due to environmental conditions, utility disruptions, road conditions or other reasons beyond the control of the University or the employees covered by this Agreement, employees shall receive their regular salary during the closure. The University may layoff employees in accordance with the terms of Article 17 if the closure is expected to be for greater than ten (10) working days.

36.07 Campus Patrol Escort

After regular working hours (after dark) employees, upon request, shall be escorted by Security from their place of work to their vehicle or to a convenient bus stop, where the Security staff member will wait with them until their bus arrives, or some other mutually satisfactory arrangement. It is understood that the Security establishment will not be increased due to this Article nor may Security be able to respond immediately to all requests. This Article applies only at the main Prince George campus.

36.08 Vehicle Policy

The University shall not require an employee to own or use his/her own vehicle as a condition of employment.

36.09 Employee Library Card

Employees shall be entitled to a free, personal Library Card, renewable as required, for the duration of their employment with the University.

36.10 University Facilities

Employees shall be allowed the use of University facilities such as the fitness centre, library, cafeteria, etc., during hours scheduled for such purposes or public hours, at a cost not to exceed that charged to other University employees.

36.11 Parking

The cost of parking for employees in this bargaining unit shall not exceed the cost charged to other employees of the University. No Union employee will lose his/her currently assigned plug-in parking space.

36.12 Daycare Committee

The Union shall be entitled to have representation on the University Daycare Committee.

36.13 Education at the Work Site

Subject to the availability of space, facilities and subject to operational requirements, the University shall allow the Union to sponsor employee education functions such as seminars, workshops, lectures, etc., to be held on the University's premises subject to Article 36.04 during the employees' lunch period or following the regular working day.

36.14 Personnel File

Upon twenty-four (24) hours notice, any employee may request the right of access to his/her personnel file. The file will be reviewed in the presence of a Human Resources Department staff member during normal working hours, and the employee shall be provided a copy of materials upon request.

36.15 Professional Fees

Employees who, as a condition of employment, are required to maintain professional licensure shall be reimbursed for such costs upon presentation of receipts.

36.16 Taxi Voucher

Employees will normally be responsible for providing their own transportation to and from the University. Employees required to work authorized overtime that will extend their shift beyond the time that public transportation operates to/from the University may request that they be provided with a taxi voucher by their supervisor.

36.17 Union Office

The University shall provide the Union with furnished office accommodation on the premises. The University shall also provide internal telephone services with external access. The Union shall pay all long distance charges.

**ARTICLE 37
PRESENT CONDITIONS**

37.01 Continuation of Acquired Rights

- (a) All provisions of this Agreement are subject to applicable laws now or hereinafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate, disallow or materially alter any portion of this Agreement, the entire Agreement shall not be invalidated and all other specific provisions of this Agreement shall remain in force and effect.
- (b) In the event that any provisions of this Agreement are invalidated or disallowed, as contemplated by (a) above, either party may, by serving notice in writing, require the other to enter into negotiations for the purposes of:
 - (i) making adjustments to the Agreement to ensure that it remains as consistent with the original Agreement as the law will allow; and
 - (ii) settling the language of any terms and conditions that are required to replace the provision which was invalidated, disallowed or materially altered.
- (c) In the event that the parties do not reach agreement in the negotiations under (b) above, either party may refer the matter directly to arbitration pursuant to Article 13, in which case the arbitration board shall adjudicate the matter as an interest arbitration.

**ARTICLE 38
COPIES OF AGREEMENT**


- 38.01 The Union and the University desire every employee to be familiar with the provisions of this Agreement and his/her rights and obligations under it. For this reason, the University will print sufficient copies of the ratified Agreement for distribution to the membership.

ARTICLE 39
PLURAL OR FEMININE TERMS

- 39.01 Whenever the singular, masculine or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the facts or context require, unless specifically stated otherwise.

ARTICLE 40
TERM OF THE AGREEMENT

- 40.01 Duration



This Agreement shall be binding and remain in effect from January 27, 1995, until June 30, 1999.

- 40.02 Notice to Bargain

- (a) This Agreement may be opened for collective bargaining by either party giving written notice to the other party on or after March 1, 1999, but in any event not later than March 31, 1999.
- (b) Where no notice is given by either party prior to March 31, 1999, both parties shall be deemed to have given notice under this section on March 31, 1999, and thereupon Article 40.03 applies.
- (c) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the University shall be given by the President of the University.

- 40.03 Commencement of Bargaining

Where a party to this Agreement has given notice under Article 40.02, the parties shall, within ten (10) days after the notice is given, commence collective bargaining.

- 40.04 Change in Agreement

Any change deemed necessary in this Agreement may be made by mutual agreement at any time during the life of this Agreement.

- 40.05 Agreement to Continue in Force

Both parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining.

40.06 Retroactivity

Except as otherwise stated in the Agreement, provisions shall take effect immediately upon ratification by both parties.

40.07 No Strikes or Lockouts

The parties agree that there will be no strikes or lockouts during the term of this Agreement.

**ARTICLE 41
TRAVEL ON UNIVERSITY BUSINESS**

41.01 Use of Personal Vehicle

Upon request by the employee, permission may be granted to use their personal vehicle for business travel. Mileage reimbursement shall be at the approved University rate as amended from time to time.

41.02 Meals and Other Expenses

Reimbursement for meals **and** other expenses shall be governed by University policy as amended from time to time.

41.03 Deemed Hours of Work

While away from the University on approved business, the work day shall be deemed to be seven (7) hours.

41.04 Travel Time

Where possible, travel on University business shall be conducted during an employee's normal hours of work. Notwithstanding this, the parties recognize that the geographic location and regional nature of UNBC will not always permit for travel during normal working hours and that the University will not be expected to incur additional expenses as a result of this Article.

**ARTICLE 42
UNION EDUCATION**

42.01 In order to promote an understanding of trade unionism, the University shall permit a representative of the local Union to schedule an open information session for the student body at least once a year. The time, place and format of such a presentation shall be mutually agreed upon and attendance by students shall be voluntary.

- 42.02 The University shall permit the local Union to donate books and/or magazines dealing with trade unionism and industrial relations to the University Library, in accordance with applicable collections development policy.

**ARTICLE 43
EMERGENCY RESPONSE PLAN EXERCISES**

- 43.01 Emergency response plan exercises shall be considered a responsibility of both the University and its employees as matter of good citizenship in the public interest. When required, ail employees covered by this Agreement shall be expected to volunteer their services for this purpose.

**ARTICLE 44
TRAINING AND DEVELOPMENT**

- 44.01 Tuition Waiver

Regular employees, their spouses (including common-law spouses and same-sex partners) and children (including step-children) shall be entitled to a waiver of the tuition fee for UNBC courses. Tuition waivers shall be treated in accordance with applicable Revenue Canada guidelines on the reporting of taxable benefits.

- 44.02 Professional Development

Where an employee requests and is approved or is requested by the University to undertake training or professional development activities related to the performance of their job, the University shall bear all reasonable expenses associated with that training. Time spent in training will be considered time worked but shall not result in the payment of overtime.

- 44.03 Courses During Working Hours

Subject to operational requirements, supervisors may approve absence from work with pay not to exceed three (3) hours per week, to permit an employee to enroll in a course that is not available during the employee's off-duty hours. The employee shall be required to make up the time missed in a manner mutually agreeable to both parties.

- 44.04 Leave for Educational Upgrading

Employees may request leave of absence without pay for up to one (1) year per the terms of Article 24.05 for the purposes of upgrading their education or qualifications, whether or not the qualifications are related to

44.05 Leave for Examinations

Employees shall be entitled to up to one (1) day of leave with pay when writing examinations to upgrade employment-related qualifications.

**ARTICLE 45
APPLICABLE LEGISLATION**

45.01 The parties recognize that the relationships between the University, the Union and the employees is **regulated** by federal and provincial legislation, the scope and specific provisions of which change from time to time. The parties commit to an ongoing cooperative effort to ensure that they remain aware of and in compliance with all applicable legislation and regulations.

The provincial legislation and attendant regulations of most direct application to relationships includes the following:

Employment Standards Act
Human Rights Act
Labour Relations Code
Workers' Compensation Act

The University's Human Resources Department attempts to maintain up-to-date copies of the provincial legislation and regulations referenced in (b) above. On reasonable advance notice, a representative of the Human Resources Department will make available for review by an employee a copy of any legislation and regulations that are on file. Such a review must take place within the Human Resources Office and the legislation must not be marked, altered or defaced. (Copies of some of the legislation and regulations may also be available in the reference section of the University's Library.)

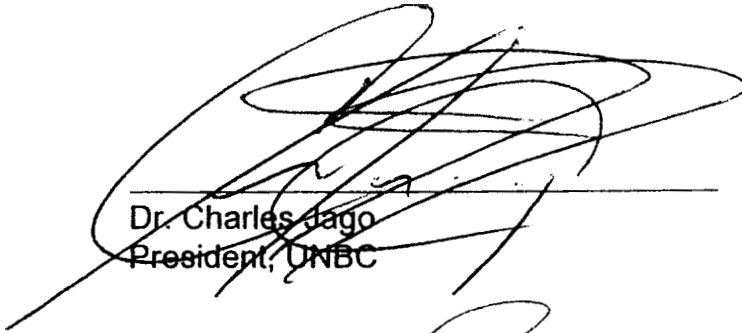
**ARTICLE 46
NO PYRAMIDING**

46.01 There shall be no pyramiding of two (2) or more premiums for the same hours worked.

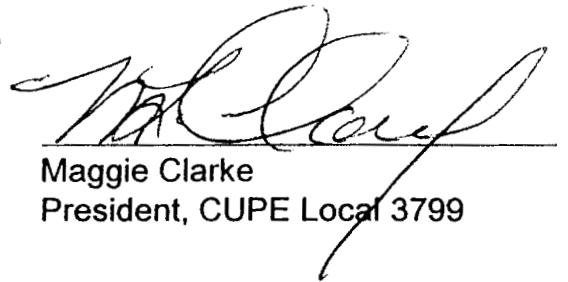
IN WITNESS WHEREOF, the University and the Union have executed this Agreement in duplicate by their respective officers, hereunto duly authorized this 3rd day of June, 1996.

ON BEHALF OF THE UNIVERSITY
OF NORTHERN BRITISH COLUMBIA

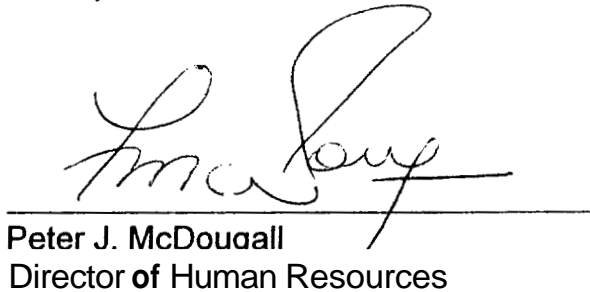
ON BEHALF OF THE CANADIAN
UNION OF PUBLIC EMPLOYEES
LOCAL 3799



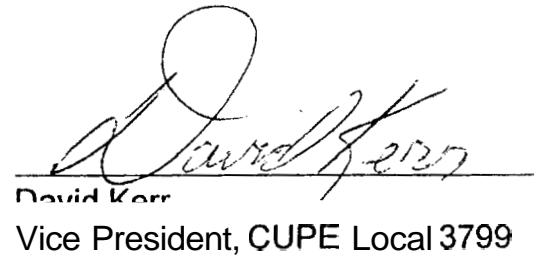
Dr. Charles Jago
President, UNBC



Maggie Clarke
President, CUPE Local 3799



Peter J. McDougall
Director of Human Resources



David Kerr
Vice President, CUPE Local 3799

**LETTER OF UNDERSTANDING
ACCUMULATED VACATION**

Notwithstanding the provisions of Article 22.05, the parties agree that any vacation that has been earned but not taken by members of the bargaining unit as of their 1996 anniversary date will be placed in a separate "accumulated vacation bank". Employees will be encouraged to utilize this vacation no later than their 1997 anniversary date, at which point any remaining amounts will be paid out at the rate at which it was earned.

This Letter of Understanding is hereby appended to and forms an integral part of the Collective Agreement between the parties. This Letter of Understanding shall remain in force and effect until the Collective Agreement is terminated or until the parties agree in writing that it shall be terminated. When the term of the Collective Agreement is renewed, the provisions and terms of this Letter of Understanding will automatically be renewed for the same term, subject only to express agreement of the parties to amend the provisions or terminate the Letter of Understanding.

On behalf of the University:

Mary
Signature

June 3, 1996
Date

Director of Human Resources
Title

On behalf of the Union:

Mr. Clapp
Signature

June 3, 1996
Date

C.U.P.E. Local 3799
Title

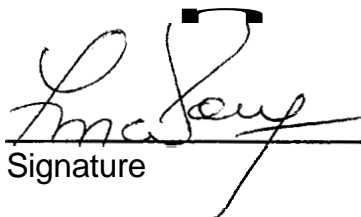
**LETTER OF UNDERSTANDING
COMPRESSED HOURS OF WORK**

The University and the Union agree that the issue of Compressed Hours of Work will be referred to the Labour-Management Committee. The Committee will develop a draft policy for consideration by the parties that will, as a minimum, incorporate the following:

- (a) the right of the University to approve or deny applications to work a compressed schedule;
- (b) customer (both internal and external) service as the most important consideration in the approval/denial process;
- (c) compressed work schedules are to be limited to those areas where staffing can be maintained at appropriate levels;
- (d) compressed work schedules, when approved, are to be on a trial basis at first;
- (e) the right of the University to give notice and discontinue the compressed work schedule;
- (f) no additional costs to the University as a result of implementing a compressed work schedule;
- (g) possibility for the University to approve compressed work schedules for only certain times of the year.

This Letter of Understanding is hereby appended to and forms an integral part of the Collective Agreement between the parties. This Letter of Understanding shall remain in force and effect until the Collective Agreement is terminated or until the parties agree in writing that it shall be terminated. When the term of the Collective Agreement is renewed, the provisions and terms of this Letter of Understanding will automatically be renewed for the same term, subject only to express agreement of the parties to amend the provisions or terminate the Letter of Understanding.

On behalf of the University:



Signature

June 3, 1996
Date

Director of Human Resources
Title

LETTER OF UNDERSTANDING
COMPRESSED HOURS OF WORK
PAGE 2

On behalf of the Union:

Mr. [Signature]
Signature

June 3, 1986
Date

CUPE local 3799
Title

LETTER OF UNDERSTANDING EMPLOYMENT OF STUDENTS

It is the position of the University that it has an obligation to provide employment and career training opportunities for its students, within the constraints of budgetary limitations and operational requirements.

In their employment with the University, students do not fall within the scope of the Union's certification. The University agrees that students can only be employed to supplement and compliment the services provided by regular employees and not for the purposes of eroding the scope of the bargaining unit, subverting the Union or displacing or replacing regular employees.

The following is an illustrative but not exhaustive list of circumstances and/or locations in which student employment may arise:

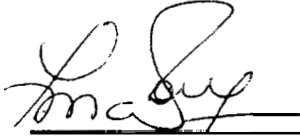
- Teaching/Research Assistants
- Work programmes and study assignments which are funded specifically for these purposes by external sources
- Library
- Parking Services
- Bookstore
- Fitness Centre
- Conference Services
- Special projects which involve the performance of tasks not normally performed by employees within the bargaining unit

Upon receipt of a written request and with reasonable advance notice to the Director of Human Resources, the University will meet with the Union to review the extent and uses of student employment. In the event that the Union chooses to challenge the University's use of student employees on the basis that such use is for purposes prohibited by this Letter of Understanding, the Union may file a grievance directly at Step 3 of the Grievance Procedure provided in Article 12.02 of the Collective Agreement.

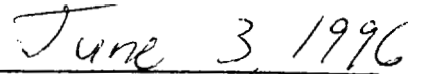
This Letter of Understanding is hereby appended to and forms an integral part of the Collective Agreement between the parties. This Letter of Understanding shall remain in force and effect until the Collective Agreement is terminated or until the parties agree in writing that it shall be terminated. When the term of the Collective Agreement is renewed, the provisions and terms of this Letter of Understanding will automatically be renewed for the same term, subject only to express agreement of the parties to amend the provisions or terminate the Letter of Understanding.

LETTER OF UNDERSTANDING
EMPLOYMENT OF STUDENTS
PAGE 2

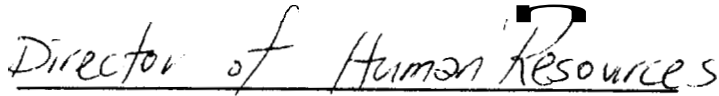
On behalf of the University:



Signature

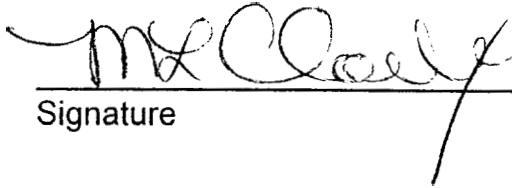


Date

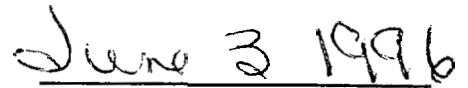


Title

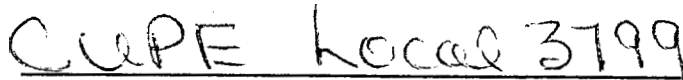
On behalf of the Union:



Signature



Date



Title

**LETTER OF UNDERSTANDING
JOB EVALUATION PLAN AND PROCEDURES**

1. Gender Neutrality
 - (a) To ensure the gender-neutrality of the UNBC job evaluation plan (JEP), the University agrees to engage the services of a qualified job evaluation consultant within thirty (30) days of signing this Letter of Understanding to conduct an external review of the JEP. The scope of the review shall be confined to an examination of those attributes and processes which are designed to ensure gender-neutrality. The role of the consultant will be to identify such changes and adjustments, if any, that are required to the JEP in order to ensure gender-neutrality.
 - (b) The consultant's review is to be concluded as soon as reasonably possible. The consultant's written assessment is to be delivered to the Director of Human Resources and to the President, CUPE 3799.
 - (c) In the event that the consultant identifies changes and adjustments that would serve to establish and maintain a higher degree of gender-neutrality in the JEP, the parties will promptly meet to discuss those changes and adjustments. The University will then take such steps as are necessary to implement the changes and adjustments.

2. One-Time Evaluation of All Bargaining Unit Positions
 - (a) The University agrees to conduct a one-time evaluation of all bargaining unit positions. This evaluation process shall begin within thirty (30) days of the completion of the gender-neutrality assessment provided for above, and any resulting changes and adjustments to the JEP have been implemented. The evaluation process shall be completed by June 30, 1997. Wage adjustments will begin effective July 1, 1997.
 - (b) For purposes of implementing, in whole or in part, possible pay rate adjustments that may result from this one-time evaluation, the University agrees to provide a maximum total sum of money as follows:

For the period of July 1 - June 30 in each 1995/96, 1996/97, 1997/98 and 1998/99, the difference between the amount allocated for progression through the range and two percent (2%) of the bargaining unit's regular and term employee salary mass will be made available to fund salary mass increases necessary as a result of the one-time job evaluation project.

(c) In the event that the total sum required to give full effect to the resulting adjustments exceeds the amounts agreed to, the parties in section 2 (b) above, the parties will negotiate the most equitable allocation of the available funds over the indicated adjustments. This Letter of Understanding does not obligate the University to make any further funds available for adjustments resulting from this one-time evaluation.

3. Application For Pay Equity Funding

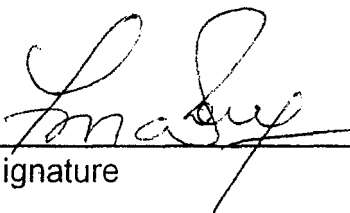
The University and the Union agree that this Letter of Understanding, together with the necessary information from the JEP and the report generated by the external review agreed to in this Letter of Understanding, will be provided to the University Presidents' Sectoral Employers Association (UPSEA) and the Public Sector Employers Council (PSEC) Secretariat as application for funding under the Pay Equity Framework.

4. Subsequent Re-evaluation of Positions

Following the one-time evaluation provided for above, when the University makes substantial changes in the duties and/or responsibilities associated with an existing position and the incumbent employee, and the employee's supervisor or the Human Resources Department feels as a consequence of the changes that the position rating is inaccurate, the position will be referred to the JEC for re-evaluation.

This Letter of Understanding is hereby appended to and forms an integral part of the Collective Agreement between the parties. This Letter of Understanding shall remain in force and effect until the Collective Agreement is terminated or until the parties agree in writing that it shall be terminated. When the term of the Collective Agreement is renewed, the provisions and terms of this Letter of Understanding will automatically be renewed for the same term, subject only to express agreement of the parties to amend the provisions or terminate the Letter of Understanding.

On behalf of the University:



Signature

June 3, 1996
Date

Director of Human Resources
Title

**LETTER OF UNDERSTANDING
JOB EVALUATION PLAN AND PROCEDURES
PAGE 3**

On behalf of the Union:

M. J. O'Leary
Signature

June 3, 1996
Date

C. U. P. E. local 3799
Title

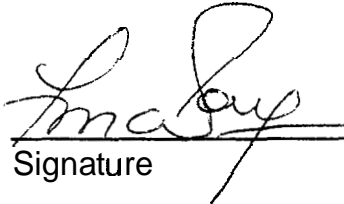
**LETTER OF UNDERSTANDING
JOB SHARING**

The University and the Union recognize that in future there may be regular employees who would prefer, for personal reasons, to permanently reduce their hours of work from full-time to part-time while remaining in his or her regular position.

The parties have agreed that the Labour-Management Committee will investigate the concept of job sharing with a view toward the development of a job sharing policy for consideration by the University and the Union.

This Letter of Understanding is hereby appended to and forms an integral part of the Collective Agreement between the parties. This Letter of Understanding shall remain in force and effect until the Collective Agreement is terminated or until the parties agree in writing that it shall be terminated. When the term of the Collective Agreement is renewed, the provisions and terms of this Letter of Understanding **will** automatically be renewed for the same term, subject only to express agreement of the parties to amend the provisions or terminate the Letter of Understanding.

On behalf of the University:

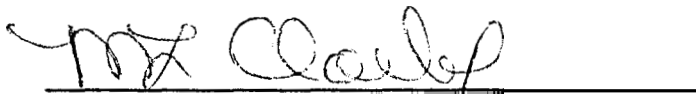


Signature

June 3, 1996
Date

Director of Human Resources
Title

On behalf of the Union:



Signature

June 3, 1996
Date

CUPE local 3799
Title

**LETTER OF UNDERSTANDING
RETROACTIVE MATERNITY/PARENTAL LEAVE BRIDGING AND TOP UP
BENEFITS**

Maternity Leave and Parental Leave bridging and top up provisions, as per Article 25 and Article 26 of this Collective Agreement, shall be retroactively applied to any employees currently on payroll who have taken such leave since January 1, 1995.

This Letter of Understanding is hereby appended to and forms an integral part of the Collective Agreement between the parties. This Letter of Understanding shall remain in force and effect until the Collective Agreement is terminated or until the parties agree in writing that it shall be terminated. When the term of the Collective Agreement is renewed, the provisions and terms of this Letter of Understanding will automatically be renewed for the same term, subject only to express agreement of the parties to amend the provisions or terminate the Letter of Understanding.

On behalf of the University:

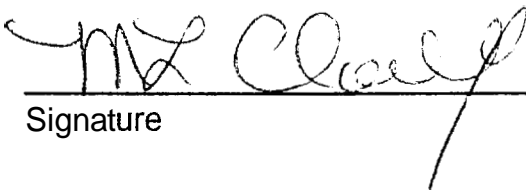


Signature

June 3, 1996
Date

Director of Human Resources
Title

On behalf of the Union:



Signature

June 3, 1996
Date

CUPE Local 3799
Title

**LETTER OF UNDERSTANDING
TRANSITION TO THE AGREEMENT - TERM EMPLOYEES**

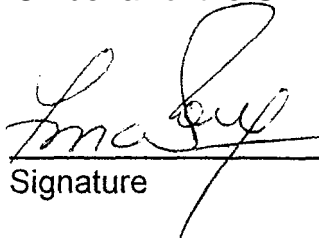
Bargaining unit employees serving on fixed duration contracts as of the date of ratification will be classified as Term Employees, per Article 1.02 (c).

At such time as their current fixed duration contract expires, or by July 1, 1996 (whichever is earlier), one of the following procedures will apply:

- (a) If the position is of a continuing nature, the incumbent term employee will become a regular employee (Article 1.02 (a) or 1.02 (b)) without posting the position. Their seniority (Article 15.01 (a)) will be treated in accordance with Article 16.09;
- (b) If the position is not of a continuing nature, but meets the tests established in Article 1.02 (c) for term employment, the incumbent will be offered the term position without a posting. If the incumbent declines the term position it will be posted in accordance with Article 16.01;
- (c) If the position will no longer be required upon expiration of the term, the employee will revert to casual status.

This Letter of Understanding is hereby appended to and forms an integral part of the Collective Agreement between the parties. This Letter of Understanding shall remain in force and effect until the Collective Agreement is terminated or until the parties agree in writing that it shall be terminated. When the term of the Collective Agreement is renewed, the provisions and terms of this Letter of Understanding will automatically be renewed for the same term, subject only to express agreement of the parties to amend the provisions or terminate the Letter of Understanding.

On behalf of the University:



Signature

June 3, 1996
Date

Director of Human Resources
Title

**LETTER OF UNDERSTANDING
TRANSITION TO THE AGREEMENT - TERM EMPLOYEES
PAGE 2**

On behalf of the Union:

Mr. Clarf
Signature

June 3, 1996
Date

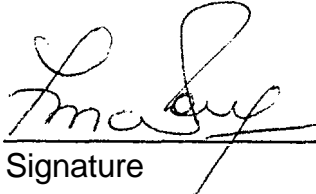
CUPE local 3799
Title

**LETTER OF UNDERSTANDING
UNEMPLOYMENT INSURANCE COMMISSION REBATE**

The University and CUPE 3799 understand and agree that the Unemployment Insurance Commission premium reduction will be used to partially offset the cost of the Employee and Family Assistance Program referred to in Article 30.06

This Letter of Understanding is hereby appended to and forms an integral part of the Collective Agreement between the parties. This Letter of Understanding shall remain in force and effect until the Collective Agreement is terminated or until the parties agree in writing that it shall be terminated. When the term of the Collective Agreement is renewed, the provisions and terms of this Letter of Understanding will automatically be renewed for the same term, subject only to express agreement of the parties to amend the provisions or terminate the Letter of Understanding.

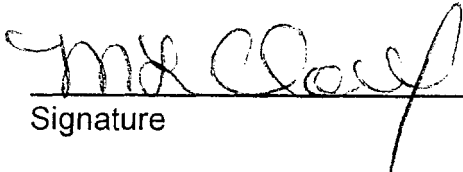
On behalf of the University:


Signature

June 3, 1996
Date

Director of Human Resources
Title

On behalf of the Union


Signature

June 3, 1996
Date

CUPE Local 3799
Title

FRAMEWORK FOR THE IMPLEMENTATION OF PAY ADJUSTMENTS

1. The existing salary grid shall be in effect through the lifetime of this Collective Agreement.
2. Effective July 1, 1994, after each year of service (on the anniversary date of employment), an employee's rate of pay will increase by two percent (2%) until they reach the maximum rate for the applicable salary grade. This will be referred to as progression through the range.
3. For the period July 1, 1994 - June 30, 1995, the difference between the two percent (2%) of the bargaining unit's regular/term employee salary mass and the amounts necessary to fund retroactive salary increases will be distributed equally among those bargaining unit members who were on payroll prior to July 1, 1994, and who are still employed with the University.
4. For the period July 1 - June 30 in each of 1995/96, 1996/97, 1997/98 and 1998/99 the difference between the amount allocated for progression through the range and two percent (2%) of the bargaining unit's regular/term employee salary mass will be made available to fund salary mass increases necessary as a result of the one-time job evaluation project.

SCHEDULE A
LIST OF PAY GRADES WITH SALARY RANGE AND LIST OF JOB,
(as of March 8, 1996)

Casual rates of pay will be \$12.00 per hour if the employee is working five (5) or less consecutive days. If an employee is working for a period longer than five (5) consecutive days in an established and JEC rated position, they will be paid the base hourly rate retroactive to the first day of the assignment.

<u>Grade</u>	<u>Annual Salary Range</u>	<u>Hourly Rate Range</u>
2	\$22,317 - 25,056	\$12.26 - 13.77
	Circulation Clerk (Library) Mail Room Person (Purchasing)	
3	\$24,259 - 27,292	\$13.33 - 15.00
	Bookstore Clerk (Bookstore) Cataloguing Clerk (Library) Central Cashier (Finance) Data Entry Clerk (BC Forestry Continuing Studies Network) Data Entry/Junior Accounting Clerk (Finance) Driver Warehouse Person (Purchasing) Facilities Functions Monitor (Services) Faculty Secretary (All Faculties) Inter-Library Loan Clerk (Library) Order Clerk (Library) Parking Attendant (Services) Receiving Clerk (Library) Serials Clerk (Library) University Receptionist (Communications) University Services Representative (Registrar's Office)	
4	\$26,199 - 29,475	\$14.40 - 16.20
	Admissions & Registration Representative (Registrar's Office) Data Entry Clerk (Development) Facilities Assistant (Facilities) Housing Services Caretaker (Housing) Materials Management Assistant (Purchasing) Shipper/Receiver (Bookstore)	

5 \$28,295 - 31,832 \$15.55 - 17.49

Secretary/Purchasing Clerk (Purchasing)
Secretary to the Cooperative Education Coordinator
Secretary to the Conference Manager
Secretary to the Dean of Arts and Science
Secretary to the Dean of Health and Human Sciences
Secretary to the Dean of Management and Administration
Secretary to the Dean of Natural Resources and Environmental Studies
Secretary to the Dean of Research and Graduate Studies
Secretary to the Director of Communications
Secretary to the Director of Development
Secretary to the Director of Facilities
Secretary to the Director of Finance
Secretary to the Director of First Nations
Secretary to the Director of Services
Secretary to the Director of Student Services
Secretary to the Distance Education Coordinator
Secretary to the Manager of Housing
Secretary to the Regional Coordinator
Secretary to the Registrar
Secretary to the University Librarian

6 \$30,558 - 34,379 \$16.79 - 18.89

Acquisitions Supervisor (Library)
Audio Visual Technician (Library)
Cataloguing Supervisor (Library)
Circulation Assistant (Library)
Distribution Services Coordinator (Purchasing)
Maintenance Assistant (Facilities)
Research Assistant (Institutional Research and Planning)
Residence Life Coordinator (Housing)
Secretary to the Director of Regional Operations
Senior Accounts Payable Analyst (Finance)
Technical Officer (BC Forestry Continuing Studies)

7 \$33,004 - 37,129 \$18.13 - 20.40

Accounting Analyst (Finance)
Admissions and Registration Assistant (Registrar's Office)
Book Buyer (Bookstore)
Laboratory Coordinator (Computing and Telecommunication Services)
Treasury Assistant (Finance)
User Interface Person (Computing and Telecommunication Services)

7a \$34,923.43 - 39,290.29 \$16.79 - 18.89

Maintenance Assistant (Facilities) **

8 \$35,644 - 40,099 \$19.58 - 22.03

Admissions Assistant (Registrar's Office)
Assistant Bookstore Manager (Bookstore)
Operations Technician (Facilities)
Scheduling Officer (Registrar's Office)
Strategist (Development)
Volunteer Events Coordinator (Development)

9 \$38,496 - 43,308 \$21.15 - 23.80

International Studies Administrator (International Studies)
Intramural/Sports/Recreation Coordinator (Student Services)
Laboratory Technician (Laboratory)
Large Donor Coordinator (Development)
Liaison Officer (Registrar's Office)
Media Officer (Communications)
Project Officer (Facilities)
Senior Accounting Analyst (Finance)
Telecommunications Technician (Computing and Telecommunication Services)

10 \$41,575 - 46,772 \$22.84 - 25.70

Coordinator of Awards and Financial Aid (Student Services)

11 \$44,901 - 50,513 \$24.67 - 27.75

Conference Manager (Services)
Operating Systems Programmer (Computing and Telecommunication Services)
Systems Analyst Programmer (Computing and Telecommunication Services)

12 \$48,493 - 54,555 \$26.64 - 29.98

Head, Educational Media Services (Library)
Coordinator of the Learning Skills Centre (Student Services)
Coordinator of Health Services (Student Services)

13

\$52,372 - 58,919

\$28.78 - 32.37

Manager of Campus Planning and Development (Facilities)

** Maintenance Assistants are paid on the basis of an eight (8) hour work day.

NOTE:

Hourly rates are determined by dividing the annual salary by the number of pay periods in a year (26), divided by the number of working hours in a pay period (70).