

COLLECTIVE AGREEMENT

BETWEEN

THE UNIVERSITY OF
BRITISH COLUMBIA

AND

THE CANADIAN UNION OF
PUBLIC EMPLOYEES
LOCAL 2950

April 01, 2010 – March 31, 2014

Covering Clerical and Library Employees at U.B.C.

PREFACE

This is the Collective Agreement between The University of British Columbia and the Canadian Union of Public Employees (C.U.P.E. Local 2950). It establishes wages and working conditions for clerical and library employees of The University who are covered by C.U.P.E.'s certification.

This is a legal agreement and, as such, both employees and their managers are required to abide by its provisions.

If you have any questions or problems concerning the collective agreement or its interpretation and you are a member of the Union, contact:

- your steward or
- the Union office, phone 604-822-1494

If you are a manager, contact:

- your Human Resources Advisor or
- the Employee Relations section of Human Resources

TABLE OF CONTENTS

Article	Page
1 General Purpose	1
2 Recognition	1
3 Definition of Employee	1
4 Probationary Period	4
5 Union Security	4
6 Check-off	6
7 Union Activity	5
8 Stewards	7
9 No Discrimination	7
10 Union Meetings	8
11 Management Rights	8
13 General	9
15 The Union Label	10
17 Picket Lines	10
18 Bulletin Boards	10
19 Technological, Automation and Other Changes	10
20 Policy re: Courses (Skill-Upgrading/Training)	12
21 Personal Study Benefits	12
22 Promotion, Transfer, Job Postings and Selection	13
23 Employee Files	15
24 Working Conditions	15
25 Retirement	17
26 Statutory Holidays	17
27 Vacations	18
28 Hours of Works	20
29 Overtime	22
30 Benefits	23
31 Job Description, Job Evaluation, Reclassification and Misclassification	27
32 Seniority	30
33 Discharge, Suspension, Disciplinary Action and Resignation	30
34 Employment Security	31
35 Grievance and Arbitration Procedure	36
36 Wages	39
37 Chan Centre	42
38 Duration of the Collective Agreement	43
Letters of Agreement, Letters of Understanding and Appendices	
Re: Facilitated Discussions	43
Re: Articles 4.01 & 22.08 - Probationary and Orientation Periods	43
Re: Article 5.05 - Contracting Out	44
Re: Article 13.01 - Official University Closure	45
Re: Article 20 - Job Skills Training Program	46
Re: Article 22.10 - Placement	46
Re: Article 30.06 (c) - Medical and Dental Appointments	47
Re: Article 30.07 - Maternity and Adoption Leave	47
Re: Article 35 - Expedited Arbitration	48
Re: Health and Welfare Benefits	49
Re: Bargaining Unit Jurisdiction Dispute Resolution Process	50
Re: JE System – Job Security Provisions	51
Chan Centre for the Performing Arts Component	53
Memorandum of Agreement	
Re: Work Practices at the Chan Centre	62
Index	63

THIS AGREEMENT made and entered into by and

BETWEEN:

THE UNIVERSITY OF BRITISH COLUMBIA

(Hereinafter referred to as the University)

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES,

LOCAL 2950

(Hereinafter referred to as the Union)

ARTICLE 1

GENERAL PURPOSE

1.01

The purpose of this agreement is to set forth and establish the terms and conditions of employment and to provide machinery for the prompt disposition of disputes so that efficient operations and harmonious relationships may be maintained between the University and the employees to the benefit of both parties and the community they serve.

ARTICLE 2

RECOGNITION

2.01

The Union is the sole bargaining authority for all employees of the University for whom the Union is certified under the B.C. Labour Relations Code.

2.02

No employee shall be required or permitted to make written or verbal agreement with the University or its representatives which may conflict with the terms of this Agreement.

ARTICLE 3

DEFINITION OF EMPLOYEE

3.01 Employee

An employee shall mean any person employed by the University who is covered by the certification granted the Union by the Labour Relations Board of British Columbia on April 11, 1974 and varied on May 21, 1974.

The University hires employees in the following categories: continuing, sessional and temporary on either a full-time or part-time basis.

3.02 Continuing Employee

A continuing employee shall mean an employee who is hired to fill a position of more than three (3) months duration.

Such employees may be hired to work either full-time or part-time. Continuing full-time employees shall be paid by the month; part-time employees may be paid either by the month or the hour. A continuing full-time employee employed for temporary assignment may be paid by the month or by the hour.

Part-time employees who work regularly scheduled hours may elect to be paid by the month.

Continuing Part-Time Employee Benefits:

Continuing Part-Time Employees shall receive all the rights and privileges of this Agreement except as noted below:

(A) Sick Leave (Article 30.06)

The continuing part-time employee shall receive sick leave on a pro rata basis, according to the number of hours worked in the previous month.

(B) Statutory Holidays (Article 26)

The continuing part-time employee who has worked less than fifteen (15) full days in the previous month shall receive pay for statutory holidays on a pro rata basis, according to the number of hours worked in the previous month. The continuing part-time employee who has worked fifteen (15) or more full days in the previous month shall receive full pay for the statutory holiday.

- (C) Medical and Dental Appointments (Article 30.06(C))
Continuing part-time employees shall be exempt from this benefit.
- (D) Compassionate Leave (Article 30.02)
Continuing part-time employees shall receive pay for compassionate leave on a pro rata basis, according to the number of hours worked in the previous month.
- (E) Vacation Entitlement (Article 27)
Continuing part-time employees shall accumulate and receive vacation entitlement on a pro rata basis according to the number of hours worked in each month.
- (F) Maternity, Adoption and Parental Leave (Article 30.07)
Continuing part-time employees who are paid by the month shall receive pay for maternity or adoption leave according to Article 30.07.

Continuing part-time employees who are paid by the hour shall receive pay for maternity or adoption leave according to the average number of hours worked per month in the previous year.

3.03 Sessional Employee

A sessional employee shall mean an employee who is hired to fill a recurring position which approximately coincides with the University:

- (A) Winter Session, for sessional positions to begin no later than September 30th and end no earlier than April 1st; or
- (B) Inter/Summer Session; or
- (C) Other academic cycles requiring sessional positions to work up to nine months per cycle.

Such employees may be hired to work either full-time or part-time.

Such employees shall be paid by the month or the hour.

Full-time and part-time sessional employees shall be entitled to all the rights and privileges accorded under this Agreement to full-time and part-time continuing employees, respectively, except as noted below:

- (A) Personal Study Benefits (Article 21)
Sessional employees shall be exempt from this benefit.
- (B) Employment Security (Article 34)
Sessional employees shall be entitled to the internal placement, layoff, and recall procedures specified under Article 34.05, unless they have accepted continuing employment with the University.

3.04 Ongoing UBC Staff Finders Hourly Employee:

- (A) An employee shall become an Ongoing UBC Staff Finders Hourly Employee when:

She/he has accrued a minimum of 1800 hours of service:

- (i) in temporary assignments through UBC Staff Finders, or through temporary employment directly by departments for leave replacements of at least three (3) months' duration, or both;
- (ii) the minimum number of Ongoing UBC Staff Finders Hourly employees employed for temporary assignment is less than 1.0% of the total number of members in the bargaining unit. If 1.0% has been achieved, then the employee will be placed on a wait list for eligibility as an Ongoing UBC Staff Finders Hourly employee in order of the date of required accrued hours.
- (iii) has demonstrated skills and abilities necessary to successfully work at a variety of classifications, including a minimum of 70 hours at pay grade level D.

- (B) A continuing fulltime employee on recall may be assigned temporary work through UBC Staff Finders and will become eligible as an Ongoing UBC Staff Finders Hourly Employee according to the provisions set forth in A(i) and (ii) and (iii) above.

- (C) An Ongoing UBC Staff Finders Hourly Employee shall:

- (i) Be available for full-time temporary assignments;
- (ii) Be assigned to temporary positions by every reasonable effort by the University;
- (iii) Be paid hourly;

(iv) Be paid by automatic deposit when the University payroll system becomes equipped to issue payment by such means for these hourly employees; and

(v) Receive all the rights and privileges of this Agreement which are received by Temporary Employees in Article 3.05 and, in addition:

(a) Personal Study Benefits (Article 21)

(b) Paid leave [Christmas] (Article 30.08 and related provisions)

3.05 Temporary Employee

- (A) A temporary employee shall mean an employee who is hired to fill short-term positions, normally of less than three months duration, or to fill vacancies resulting from leaves of absence or maternity leaves where such positions cannot be filled through temporary promotion. Extensions or reappointments to the same position "normally of less than three months duration," noted above, shall be by mutual agreement.
- (B) Such employees shall, at date of hire, be assigned a termination date under the conditions of Article 34.06.
- (C) Such employees may work either full-time or part-time and shall be paid by the hour.
- (D) Temporary employees will not have rights under the provisions of Article 19 - Technological, Automation and Other Changes. Should temporary employees be laid off prior to their termination date due to technological change, the procedure to be followed will be Article 34.06.
- (E) All temporary employees accrue seniority from date of hire, as per Article 32.02, and can apply for any posted vacancy, as per Article 22.02.
- (F) Temporary Employee Benefits: Temporary employees shall receive all the rights and privileges of this agreement except as noted below:
- (i) Discharge (Article 33.03)
The temporary employee shall receive two (2) weeks notice of discharge.
 - (ii) Statutory Holidays (Article 26)
Temporary employees shall receive pay for statutory holidays on a pro rata basis according to the number of hours worked in the previous month, providing they are on active assignment and have not reached the termination date of that assignment. Temporary employees who work fifteen (15) full working days in the previous month shall receive full pay for the statutory holiday.
 - (iii) Medical and Dental Appointments (Article 30.06)
Temporary employees shall be exempt from this benefit, until they have accumulated sixty-six (66) days of service. Temporary employees who are working on assignments of less than 35 hours per week shall be exempt from this benefit.
 - (iv) Maternity, Adoption and Parental Leave (Article 30.07)
Temporary employees shall be exempt from this benefit, until they have accumulated sixty-six (66) days of service. Any payment by the University with respect to maternity leave will be pro-rated according to the average number of hours worked per month in the year prior to the maternity leave.
 - (v) Compassionate Leave (Article 30.02)
Temporary employees shall receive pay for compassionate leave on a pro-rata basis according to the number of hours worked in the previous month, providing they are on active assignment and have not reached the termination date of that assignment.
 - (vi) Vacation Entitlement (Article 27)
Temporary employees shall accumulate and receive vacation entitlements according to the number of hours worked each month.
 - (vii) Layoff (Article 34)
The termination date assigned to a temporary employee under Article 34.06 will be honoured unless two (2) weeks notice, or two (2) weeks pay in lieu of notice, is given.
 - (viii) Sick Leave (Article 30.06)
Temporary employees shall be exempt from this benefit until they have accumulated sixty-six (66) days of service, in which case they shall receive the benefit in accordance with Article 30.06(E).
 - (ix) Personal Study Benefits (Article 21)
Temporary employees shall be exempt from this benefit.

3.06 Full-Time and Part-Time Employee

- (A) Full-Time Employee - A full-time employee shall mean any employee who normally works a regular work week of thirty-five (35) hours per week or seventy (70) hours per two week period as defined in Article 28 (Hours of Work).
- (B) Part-Time Employee - A part-time employee shall mean any employee who normally works less than thirty-five (35) hours per week or seventy (70) hours per two consecutive weeks, as defined in Article 28 (Hours of Work).

3.07 Student Assistant

The term "student assistant" shall mean any full-time student who is enrolled at the University and works no more than ten (10) scheduled hours in any one week.

Exceptions to full-time student status may be mutually agreed between the University and the Union in unusual circumstances.

Such student assistants may work more than ten (10) hours in any one week if they replace other student assistants who are unable to report for their scheduled hours. The term "replacement" shall not apply to terminations or severances.

Such student assistants are outside the certification.

A student who is hired to regularly work more than ten (10) scheduled hours per week shall be considered an employee as defined in Article 3.01.

Student assistants performing duties normally done by employees bound by this agreement shall be paid at the base hourly rate as outlined in this agreement.

It is understood and agreed that student assistants shall not be used to displace members of the bargaining unit, nor be used to achieve attrition of the bargaining unit. This shall not be construed as a staffing guarantee.

ARTICLE 4

PROBATIONARY EMPLOYEE

4.01 Probationary Employee

A probationary employee shall mean a new employee serving a trial period to determine suitability. This probationary period shall be three (3) calendar months or sixty-six (66) days of accumulated service.

Upon written request from the University, the Chairperson of the Union Grievance Committee or designate may agree to one extension of the probationary period not to exceed three (3) months or sixty-six (66) days of accumulated service.

4.02 Rights

The probationary employee shall be entitled to all the rights and privileges of this agreement except where specifically stated otherwise.

ARTICLE 5

UNION SECURITY

5.01 Union Shop

All employees covered by the certification who were members of the Union as of October 1, 1974, will continue as members of the Union.

All employees covered by the certification and employed by the University prior to October 1, 1974, but who were not members of the Union at that time will not be required to join the Union.

All employees covered by the certification shall be required to pay fees and assessments to the Union.

5.02 New Employees

As a condition of employment, new employees shall become Union members within thirty (30) calendar days of their date of hire.

5.03 Notification by the University

The University agrees to notify the Union in writing within five (5) working days when an employee has been hired, promoted, transferred, recalled or resigns. Such notification shall include the employee's name, department, full-time or part-time status, and continuing, sessional or temporary status. In the case of layoff or internal placement, Article 34.04 shall take precedence. In the case of suspension or discharge, the University will notify the Union as outlined in Article 33.02 (Suspension) and 33.03 (Discharge).

5.04 Reductions in the Workforce

An employee's workload will not be increased beyond a normal workload expected of an employee in a regular work day as a result of layoff, attrition, suspension, discharge, resignation, vacations, leaves or changes in the University's procedures or methods of operation.

5.05 Contracting Out

It is agreed between the parties that this Article shall prevail over other provisions or articles of the Collective Agreement, Letters of Understanding, any other ancillary documents, or practices.

UBC shall not contract out services or work where UBC has employees that normally provide the work or services, except in the following circumstances:

- (1) UBC does not have the equipment necessary to provide the required work.
- (2) UBC does not have employees who regularly perform such work or are skilled in such work and where such jobs will not be required on a continuing basis.

- (3) Emergency situations.
- (4) Routine contracting out of secretarial/clerical work in accordance with Article 5.07, and routine contracting out of printing will be reported to the Union by UBC on a monthly basis.

In the above noted circumstances, no employee shall be laid off, suffer a reduction in classification, or have recall withheld because of contracting out.

UBC will inform the Union of all other contracting out of bargaining unit work in advance, or within one (1) day in emergency situations. Pertinent details will be supplied upon request. Upon request by either party, the subject of contracting out may be referred to the process set out in the Letter of Agreement at page 44.

5.06 Bargaining Unit Work

Persons not employed within the bargaining unit shall not do the work of employees within the bargaining unit except when mutually agreed between the University and the Union. It is recognized, however, that both bargaining unit and non-bargaining unit employees may perform the same tasks in meeting their respective responsibilities.

5.07 Temporary Work

- (A) Except as noted below, temporary work assignments at the University may be performed for up to three (3) months of a vacancy, or longer by agreement between the parties, or for leaves of absence or maternity leaves where such vacancies cannot be filled through temporary promotion by:
 - (i) continuing full-time employees employed for temporary assignment as defined in Article 3.02;
 - (ii) ongoing UBC Staff Finders hourly employees, as defined in Article 3.04;
 - (iii) temporary employees as defined in Article 3.05; and
 - (iv) non-employees performing contracted-out bargaining unit work normally performed by employees, but limited to vacancies of six (6) weeks or less, unless set or extended for a longer period by mutual agreement of the parties.
- (B) The total annual number of continuing full-time employees employed for temporary assignment, temporary employees, and non-employees temporarily performing contracted-out bargaining unit work normally performed by employees, who are on actual temporary assignment shall not exceed 5.5% of the total number of members in the bargaining unit (excluding continuing employees employed for temporary assignment) calculated on January 1st of each year.
- (C) As part of the 5.5% mentioned above, the University shall undertake in good faith to attain a minimum number of ongoing UBC Staff Finders employees employed for temporary assignment at 1% and the minimum number of continuing full-time employees employed directly by departments for temporary assignment at 0.5%, of the total number of members in the bargaining unit calculated on January 1st of each year. The University will make every reasonable effort to maintain the minimum at 1.5%, and at no time shall the number fall below 1%.
- (D) The University will make every reasonable effort to employ bargaining unit members for temporary assignments. If the 5.5% mentioned above cannot be filled by bargaining unit members, the maximum number of non-employees temporarily performing contracted out bargaining unit work normally performed by employees shall not exceed 1% of the total number of members in the bargaining unit (excluding continuing employees employed for temporary assignment) calculated on January 1st each year. The University will endeavour in good faith to reduce this 1.0% to .75% during the term of this Agreement while maintaining the viability of UBC Staff Finders operations.
- (E) All percentages refer to full-time equivalents. The numbers used shall be calculated monthly and reported to the Union. The total annual number used shall be calculated for each year and reported to the Union no later than January 31st of the following year.

ARTICLE 6 CHECK-OFF

6.01 Authorization

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

6.02 Deduction of Dues

The University shall begin the deduction of monthly Union dues and assessments on the first appropriate pay day following date of hire.

6.03 Collection of Dues

Before the fifth (5th) working day, following the final pay day for the previous month, the University will forward the collected dues by cheque to the Treasurer of the Union, together with a detailed list of names of all employees in the bargaining unit and their employee identification number, departments and amounts deducted with explanation.

6.04 Notification

The Union agrees that it will advise the University of all present assessments and dues required by the Union, and of any changes which may arise from time to time in connection with such dues and assessments.

ARTICLE 7

UNION ACTIVITY

7.01 Contacting at Work

The elected full-time organizers and stewards of the Union shall have the right to contact employees at work on matters respecting this collective agreement and its administration. The Union agrees that there will be no undue disruption of work.

7.02 Full-Time Leave of Absence

A leave of absence without pay shall be granted upon request to any employee who has been elected or selected to a full-time office or position in the Union, in the Union's Provincial Association or in any other body in which the Union maintains membership or affiliate status. Any employee so elected or selected must give one (1) month's notice to the University. Seniority shall accumulate during such employee's leave of absence of up to two (2) years (in the case of the Union's President, four (4) years) but not longer. The employee shall also be allowed to continue with all the University's Benefit Plans and the employee shall pay the full premium of these plans. When the leave of absence has a term of two (2) years (in the case of the Union's President, four (4) years) or less, the employee shall be returned to her/his former position with the University. When the leave of absence exceeds two (2) years (in the case of the Union's President, four (4) years), the employee shall be placed in the coincidental vacancy of her/his choice in her/his former classification, or where no coincidental vacancy exists, shall invoke the provisions for internal placement.

7.03 Short Term Leave of Absence

The University agrees to grant representatives of the Union leave of absence without pay for Union functions on the following basis:

- (A) After thirty (30) days notice in the case of steward seminars at which thirty (30) employees or more are to attend during their regular working hours.
- (B) After five (5) days notice in the case of emergency situations. It is understood that emergency situations may arise in which the Union would be unable to give a full five (5) days notice. A request for leave to begin after less than five (5) full days notice will only be denied if the granting thereof would, due solely to the shortness of notice, result in undue disruption of the department concerned.
- (C) After ten (10) days notice in all other cases.
- (D) If, as a direct result of the granting of leave under (B) above, shift changes are required, the Union shall assume the premium pay costs required by Article 28.05 (C) (v).

The University agrees that, whenever possible, shift changes resulting from the granting of such leave shall be avoided.

7.04 One Hour Explanation

The University agrees that up to two (2) Union representatives shall be allowed one (1) hour to meet and discuss the function of the Union with all new employees. Both the Union representative(s) and the employee shall have time off work with pay to attend the meeting.

The Department must ensure that a new employee works no longer than two (2) weeks before attending one (1) of these meetings.

7.05 Pay for Union Negotiators

The University shall grant leave of absence with pay for hours regularly worked for four (4) Union members who are employees of the University and who are appointed by the Union for the purpose of negotiating the collective agreement between the University and the Union. The Union shall pay for in excess of four (4) negotiators at any one bargaining session.

ARTICLE 8

STEWARDS

8.01 Recognition

The University recognizes the stewards elected by the Union and shall not discriminate against such stewards for carrying out duties proper to that position.

8.02 Meeting the University

When the University wishes to discuss dissatisfaction with the work of an employee which may lead to disciplinary action, the employee shall be accompanied by a steward.

When an employee wishes to initiate discussion with the University regarding a potential grievance, the employee shall be accompanied by a steward.

8.03 No Loss of Pay

Stewards shall have the right to investigate and process grievances and to perform other duties proper to their position during regular working hours, without loss of pay. It is further agreed that there will be no undue disruption of work, and the steward shall not leave work during regular working hours without obtaining permission from her/his supervisor. Permission shall not be unreasonably withheld.

Provided the Steward and her/his supervisor have attempted to resolve the dispute before a grievance is filed, grievances under this Article shall begin at Step 2 of the grievance procedure.

8.04 Notification by the Union

The Union shall regularly notify the University, in writing, of the names of its Local Executive, Stewards, Grievance Committee and Contract Committee.

ARTICLE 9

NO DISCRIMINATION

9.01 Human Rights

The parties agree to abide by the Human Rights Code. The University and the Union agree that there will be no discrimination against an employee because of age, race, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex or sexual orientation, in particular, that there shall be no such discrimination in terms of hiring, promotion, wages, discipline, or dismissal.

9.02 Personal Rights

The University and its representatives agree that the rules, regulations and requirements shall be limited to matters pertaining to the work required of each employee and shall be applied without discrimination. Employees will not be required to do any work of a personal nature for the employer or representatives of the employer. The employees agree that they will not act in any way which would interfere with the normal work requirements.

9.03 Trade Union Activity

The University will not discriminate against any employee because of union membership or union activity or for the exercise of rights provided for in this agreement.

9.04 Harassment

The University and the Union recognize the right of employees to work in an environment free from sexual and personal harassment. The University shall investigate and take appropriate action when an employee complains that she/he has been sexually or personally harassed in the course of her/his employment by a supervisor or another member of the University community. When an employee has made such a complaint, she/he may request temporary reassignment. Such a request shall not be unreasonably denied. The employee shall have recourse to the Grievance Procedure. Grievances under this article shall start at Step 3 and shall be treated in strict confidence.

ARTICLE 10

UNION MEETINGS

10.01

The University agrees to allow nine (9) two-hour lunch meetings (12:30 to 2:30) in each twelve (12) month period of the Collective Agreement. The Union may arrange when meetings are to be held provided at least ten (10) days advance notice is given.

ARTICLE 11

MANAGEMENT RIGHTS

11.01

The Management and direction of the working force is vested exclusively in the University subject to the terms of this agreement. Management rights shall be exercised in good faith, reasonably and in a non-discriminatory manner.

11.02 Respectful use of Managerial/Supervisory Authority (i.e. outside bargaining unit)

Definition

Employees have the right to work in an environment of respect for the dignity and worth of all employees. The parties are committed to early identification and prompt resolution of workplace conflicts in order to implement fully the general purpose of this agreement set out in Article 1.01.

Inappropriate use of managerial/supervisory authority (i.e. outside bargaining unit) takes place when a person who supervises or is in a position of authority exercises that authority in a manner which serves no legitimate work purpose and which ought reasonably be known to be inappropriate.

Inappropriate use of managerial/supervisory authority (i.e. outside bargaining unit) does not include action occasioned through the exercise, in good faith, of the University's managerial/supervisory rights and responsibilities, including disciplinary action or conduct which does not interfere with an environment of respect for employees. Nor does it include a single incident of a minor nature where the harm, by any objective standard, is minimal.

Where an allegation is based on a matter which is being pursued by the Union in another forum, this process shall not be used. This clause is not intended to abridge an individual employee's right to legal remedies available to her/him outside the Collective Agreement.

Procedures

- (A) An allegation of inappropriate use of managerial/supervisory authority shall go directly to Step 2 of the grievance procedure unless the Department Head or designate is directly involved in the matter, in which case it shall go to Step 3.
- (B) If the allegation is not resolved at Step 2 or Step 3 of the grievance procedure, the Union shall have ten (10) working days to advance the matter to expedited arbitration.
- (C) The arbitrator may:
 - (i) attempt to mediate a resolution
 - (ii) make findings of fact
 - (ii) render a decision about the alleged inappropriate use of managerial/supervisory authority
 - (iv) dismiss the complaint
 - (v) order a remedy she/he finds just and reasonable.

The arbitrator's decision shall be final and binding, without precedent or prejudice, and consistent with the terms of the collective agreement.

Where the complaint is found to be frivolous, vindictive or vexatious, the University may take appropriate action, including discipline.

ARTICLE 13

GENERAL

13.01 Official University Closure

Should the University, or an area of the University, be officially closed temporarily due to environmental conditions, utility disruptions, road conditions, or other reasons beyond the control of the employees covered by this Agreement, employees shall receive their regular salary during the closure. (These closures shall not be considered a Special Holiday as in Article 26).

In the case of an area of the University being closed, and where alternate work is available in another area or department of the University, it is understood and agreed that the employee shall be informed if she/he is to be temporarily reassigned to that area or department (subject to Article 22.09 - Transfer Outside the Bargaining Unit).

13.02 Employee Library Card

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

13.04 Campus Patrol Escort

After regular working hours (after dark) employees, upon request, shall be escorted by Campus Patrol from their place of work to a convenient bus stop, where the Patrol will wait with them until their bus arrives, or some other mutually satisfactory arrangement. It is understood that the University Patrol establishment will not be increased due to this clause nor may the patrol be able to respond immediately to all requests.

13.05 Room Bookings

The University shall permit the Union to book University rooms through Student Services for business meetings of the Union.

13.06 Community Facilities

Employees and retired employees shall be allowed the use of University facilities such as the swimming pools, tennis courts, bowling alley etc., during hours scheduled for such purposes or public hours at the same rates as apply to Faculty or for free as required by the University.

13.07 Campus Mail

The University agrees to permit the Union the use of campus mail facilities, in order that all members be kept well-informed of Union Meetings and business pertaining to the Union. All postage, however, for out-going mail, must be supplied by the Union.

13.08 Taxi Vouchers

Employees will normally be responsible for providing their own transportation to and from the University.

Whereas employees may find difficulties in transportation at night, it is agreed that taxi vouchers will be provided, on the individual's request, to employees required to work after 11:00 p.m. or before 6:00 a.m.

13.09 Staff Rooms and Facilities

The University and the Union agree that existing staff rooms and facilities will continue to be maintained at the present level of service for the term of this agreement.

If existing staff rooms and facilities are required for other purposes because of space requirements, comparable facilities will be made available before such existing staff rooms or facilities are used for other purposes.

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

13.11 Vehicle Policy

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

13.12 Insurance

The University will continue to purchase a comprehensive general liability insurance policy, the Insured of which will include employees while acting within the course of the execution or the scope of their duties as employees.

ARTICLE 15

THE UNION LABEL

15.01

Employees will be permitted to use the Union Label and to wear Union pins, badges and stickers.

ARTICLE 17

PICKET LINES

17.01

The University and the Union agree that in the event of a strike by members of another union employed by the University or outside employers, employees covered by the Certification of CUPE 2950 shall not be discriminated against nor be subject to dismissal for refusing to cross an established picket line, provided that:

- (A) the strike is the result of a labour dispute;
- (B) the Union Executive shall inform the University, in writing, as soon as possible that they regard the picket line which has been set up as a bona fide picket line;
- (C) adequate arrangements for essential services in the hospitals are established.

The University agrees that it shall not request, require, or direct employees covered by the collective agreement to perform work resulting from strikes that would normally have been carried out by those employees on strike.

ARTICLE 18

BULLETIN BOARDS

18.01

The University agrees, on request of the Union, to provide bulletin boards in a permanent and prominent location acceptable to the Union. The bulletin boards shall be used by the Union to convey information to its members. The cost and installation shall be borne one half by the University and one half by the Union.

ARTICLE 19

TECHNOLOGICAL, AUTOMATION AND OTHER CHANGES

19.01 Purpose

The purpose of the following provisions is to preserve job security and to provide training and/or other opportunities to employees affected by technological change.

19.02 Definition

An employee shall be considered displaced by technological change when her/his services become redundant or are no longer required in the same capacity, as a result of change in University procedures or equipment, or a change in process or method of operation which may diminish the total number of employees required to operate the department concerned.

An employee shall also be considered displaced by technological change when his/her position is permanently moved to a different campus or hospital site.

19.03 Changes - Not Technological

Changes in the demands for services or programmes over which the University has no control and which lead to the displacement of employees, shall not be considered technological changes, but shall be subject to Article 34 (Employment Security).

19.04 Notice of Intent, Layoff or Internal Placement

- (A) Before such changes (as outlined in Article 19.02) can come into effect, the University shall provide the Union and the employee(s) affected with at least three (3) months notice of intent to introduce automation, equipment or procedures which might result in displacement of or a reduction in employees or in changes in employees' job classification. Such notice of intent will include details pertinent to such changes. After expiry of the three (3) months' notice period, the University shall implement the proposed changes. If at the end of three (3) months these changes have not been implemented, the University shall submit to the Union and the employee(s) affected, a progress report on the status of such changes, with further update reports at three (3) month intervals.
- (B) The University shall give three (3) months' written working notice or pay in lieu to employees who have been displaced or are no longer required in the same capacity as a result of technological change.
- (C) Internal placement may take place if a position becomes available during the notice period pursuant to Article 19.05

19.05 Retraining

- (A) Employees who have become redundant, displaced (as described in Article 19.02), or who have received notice of layoff due to technological change, shall be eligible for retraining to equip them for the operation of such new equipment and procedures resulting from the technological change. Such retraining shall occur during working hours at the University's expense. Eligibility for retraining shall be based on the employee's capability to perform the duties of the new position within a three month training period. If an employee has such capabilities, retraining must be offered. An employee who is offered retraining shall inform the Human Resources Department in writing within one (1) month of receiving notice whether she/he intends to accept retraining.
- (B) If an employee is offered and chooses not to accept such retraining, the internal placement/layoff procedure as set out in Articles 34 and 22.10 shall be followed.
- (C) If the reorganization results in a notice of layoff, the employee will be entitled to:
 - (i) placement, upon request, into a coincidentally vacant position in the same pay grade, provided that the employee has the qualifications and skills to meet the requirements of the position after a three (3) month on-the-job training period; or
 - (ii) placement, upon request, into a coincidentally vacant position in a lower pay grade, should the employee not be qualified for a vacant position in the same pay grade, provided that she/he has the qualifications and skills to meet the requirements of the lower pay grade position after a three (3) month on-the-job training period; and
 - (iii) the right to automatic return to a vacant position in the original pay grade, provided she/he has qualifications and skills of a position in the original pay grade, and provided no other employee on the recall list has more seniority and eligibility for recall to a position in that classification; and,
 - (iv) retraining, both on and off the job, in order to acquire the skills necessary for eventual return to a position in the original pay grade. Such retraining shall only take place when the employee's original job classification has been, or is being, totally discontinued at the University. The form of this retraining shall be agreed upon between the Union and the University, and the cost borne by the University.
- (D) If an employee does not succeed in placing into a vacant position during the three (3) month notice period, the employee is entitled to elect one of the following options, by use of procedures in Article 34:
 - (i) displace (bump) the junior continuing employee in the original classification, by informing the Human Resources Department in writing of this intent within two (2) months of receiving written notice of layoff, provided the employee has the qualifications and skills to meet the requirements of the new position after a three (3) month on-the-job training period; or
 - (ii) terminate employment with severance pay; or

- (iii) accept layoff with recall rights to the original classification for one (1) year (if the classification has not been discontinued at the University), provided the employee has qualifications and skills to meet the requirements of the new positions after a three (3) month on-the-job training period.

19.06 Placement Umpire

A grievance under this Article shall begin at Step 3 of the grievance procedure and, failing resolution, and notwithstanding Articles 35.04 (A) and (C), shall forthwith proceed to the Placement Umpire for final and binding resolution. A decision by the Placement Umpire shall be without prejudice or precedent. It is the aim of this provision that a grievance referred to the Placement Umpire shall be heard and decided promptly. Accordingly, procedures established by the Placement Umpire in any instance may include hearings by conference call, submissions by fax, or any other procedure deemed appropriate by the Placement Umpire. The Placement Umpire's decision shall be succinctly expressed, and shall be communicated to the parties within five (5) days of the hearing. The Placement Umpire shall be **Mark Brown**. If he is not available, the parties shall agree upon another Placement Umpire within five (5) days.

ARTICLE 20

POLICY re: COURSES (SKILL UPGRADING/ TRAINING)

20.01

The Parties to this collective agreement recognize the principle of human resource development through skill-upgrading in line with career development as it relates to opportunity for advancement in the service of a department or division of the University.

Where it is possible to foresee the future utilization of such skill-upgrading, the Department Head may request a member of her or his staff to take a course related to skill-upgrading or the employee may submit a request to the Department Head to take a course related to skill upgrading.

Each case will be considered on its individual merits and must be approved by the Dean or Administrative Head. If the request is approved, where required the University shall allow time off with pay and pay for fees and costs incurred.

20.02 Training

Employees are expected to possess the general training and skills required to perform competently the duties of their classifications and positions.

The University shall provide employees with the specific training required for them to continue the competent performance of their duties where their job duties have been affected as a result of the introduction of new or different technology, processes, procedures, organizational structures, or staff changes.

The University shall bear the costs of such specific position training, which will be provided on work time and in a timely manner, at a time which is mutually convenient to the department and the employee.

ARTICLE 21

PERSONAL STUDY BENEFITS

21.01 Tuition Fee Benefit

On completion of the probationary period, a continuing full-time employee, excluding sessional employees, shall be entitled to tuition fee benefit to take or audit credit courses to a maximum of twelve (12) credits (formerly 6 units) per year (12 months). Non-credit courses offered through Continuing Studies may be taken to the equivalent in fees over a year. To determine the equivalent value in fees, reference should be made to the fee for six credits (formerly 3 units) in the University Calendar under the heading, "Fees, Summer Session". Tuition fees shall be waived, but the employee shall pay the cost of materials, equipment or travel associated with the course.

This benefit shall also be available to a continuing part-time employee who works more than seventeen and one-half (17 ½) hours per week. This benefit may be transferred in full or in part to the eligible employee's spouse or dependent child to take or audit credit courses to a maximum of twelve (12) credits (formerly 6 units) per year.

21.02 Location

Courses may be taken on or off the Point Grey Campus.

21.03 Credit/Non-Credit Courses

Both Credit and Non-Credit courses may be taken.

21.04 Courses During Working Hours

An employee may take one (1) University of B.C. course per year during working hours if the Department Head agrees to the required time off and make-up time arrangements. Permission for such arrangements shall not be unreasonably denied.

21.05 Procedure

An employee eligible for study benefits as outlined in Article 21.01 (Tuition Fee Benefit) must complete the **single waiver form online using UBC's Employee Self Service portal. Information on the terms of the Tuition Fee Benefit and instructions on how to apply can be found on the HR website.**

21.06 Graduate Studies

This benefit does not apply to Graduate Studies courses.

21.07 Minimum Enrollment Requirements

It is understood and agreed that courses will not be scheduled on the basis of staff requests; minimum enrollment requirements are to be met by paying registrants.

ARTICLE 22

PROMOTION, TRANSFER, JOB POSTINGS AND SELECTION

22.01 Job Postings

All vacancies for continuing and sessional positions shall be posted on the employer's web site with an electronic copy to the Union office, for at least five (5) working days. **Job postings will be available for viewing at Human Resources.** All vacancies of three (3) months or more duration shall be posted, with the exception of Leave of Absence, including Maternity Leave, which may be filled by temporary promotion under Article 22.07. These positions will be posted if the employee on Leave of Absence fails to return from Leave of Absence, i.e., terminates employment. No position of over three (3) months duration shall be filled from outside the bargaining unit without being posted in accordance with this article.

A copy of all job postings, upon the employee's request, shall be sent to all employees on the recall lists.

All postings shall include the specific job title, a summary of the position specifications outlining the job duties, minimum qualifications and pay grade.

22.02 Right to Apply

(A) Any employee shall have the right to apply for any posted vacancy, except as follows:

- (i) An employee in temporary assignments through UBC Staff Finders will be eligible **as an internal candidate** to apply for any posted vacancy when she/he accrues 900 hours of such service.
- (ii) **An employee of Staff Finders with less than 900 hours and more than 66 days of accumulated service may apply and be considered as an internal candidate where there are no other internal candidates or where all other internal candidates lack the required qualifications. In such instances the University will provide the Union with the reason why (e.g., no other internal candidate or no other qualified candidates), including the identity of such other internal candidates.**
- (iii) **An employee of Staff Finders who has not yet completed sixty-six (66) days of accumulated service is ineligible to apply or be considered for a posted vacancy.**

(B) Upon request, unsuccessful applicants for posted vacancies shall be notified in writing of the specific reasons they were unsuccessful.

22.03 Hiring Policy

(A) The University shall fill vacancies from within the bargaining unit, providing employees are available with the required minimum qualifications before hiring new employees.

(B) Applicants for posted vacancies shall be appointed on the basis of ability, qualifications and seniority. When the University is making its selection and no applicant is clearly superior in ability and qualifications, seniority shall be the determining factor.

22.04 Promotion

(A) Definition: The movement of an employee from one position to another in a higher pay grade.

(B) Salary Adjustment: The employee's salary will be moved to the first step in the new pay grade which provides an increase of at least fifty dollars (\$50.00).

22.05 Transfer

(A) Definitions:

- (i) Transfer - a change from an employee's position to another in the same pay grade which results from the employee applying and being selected for a posted vacancy.
- (ii) Internal Placement - the movement of an employee from a discontinued position to another position in the same classification. Reassignment of an employee to duties in the same classification within the department shall not be considered internal placement.

(B) No employee shall be internally placed except where her/his position is discontinued.

- (C) Transfer, internal placement and reassignment shall not alter an employee's salary.

22.06 Reduction of Classification

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

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

22.07 Temporary Promotion

An employee who, on the request of the Department Head, agrees to temporarily perform the principal duties of a higher paying position, shall be paid at the first step of the new pay grade which provides an increase of at least fifty dollars (\$50.00).

Temporary promotion shall be for a maximum of six months, with the exception of a temporary promotion resulting from a leave of absence, including maternity leave. Extensions to such temporary promotions, except those resulting from a leave of absence, including maternity leave, shall be by mutual agreement between the parties.

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

22.08 Orientation Period for Transfer, Promotion, and Voluntary Demotion

When promoted, transferred, or voluntarily demoted, the employee shall be on an orientation period for three (3) months. If an employee finds the job unsatisfactory or is unable to meet the basic job requirements:

- (A) In the case of promotion, the employee shall be returned to a vacant position of her/his choice in her/his former salary range. If such a position is not available, she/he **may** return to her/his former position **provided the position is available, or be placed on the recall list.**
- (B) In the case of transfer, the employee shall be placed into a vacant position of her/his choice in her/his salary range. If such a position is not available, she/he **may** return to her/his former position **provided the position is available, or be placed on the recall list.**
- (C) In the case of voluntary demotion, the employee shall be placed into a vacant position of her/his choice in her/his current classification.

22.09 Assignment Outside the Bargaining Unit

No employee shall be assigned to a position outside the bargaining unit without her/his consent. An employee who takes a position with the University outside the bargaining unit shall retain her/his seniority rights for six (6) months. When an employee is filling a maternity/parental/adoption leave vacancy she/he shall retain her/his seniority rights for up to twelve (12) months. If the employee returns to a position in the bargaining unit within six (6) months or twelve (12) months in the case of maternity/parental/adoption leave replacements, she/he shall begin accruing seniority from the level in effect before the transfer out of the bargaining unit took place, i.e., no seniority shall accrue during the period the employee is outside the bargaining unit. If the employee does not return to a position in the bargaining unit within six (6) months or twelve (12) months in the case of maternity/parental/adoption leave replacements, she/he shall lose her/his seniority rights and shall be treated as an outside applicant for all posted positions.

22.10 Placement

- (A) For purposes of paragraphs (B) and (C) below, placement/recall rights include all rights under Article 34, and the right of placement into a vacant position under Article 7.02, 22.08, and 30.06 (E).
- (B) In the application of the articles listed in paragraph (A) above, the placement/recall of an employee into a posted vacancy outside the normal application and selection process shall be subject to the requirement that the employee then possesses the abilities and qualifications to satisfactorily perform the duties of the position upon a reasonable period of familiarization.
- (C) Where more than one employee with placement/recall rights is determined under paragraph (B) above to have the abilities and qualifications for a posted vacancy, and where no such employee is clearly superior in abilities and qualifications, seniority shall be the determining factor.
- (D) It is understood and agreed that an employee will not be considered lacking in abilities and qualifications (nor in relative abilities and qualifications under paragraph (C) above) solely because an employee who otherwise is able and qualified is not experienced on a particular software program.
- (E) A grievance under this Article shall begin at Step 3 of the grievance procedure and, failing resolution, and notwithstanding Articles 35.04 (A) and (C), shall forthwith proceed to the Placement Umpire for final and binding resolution. A decision by the Placement Umpire shall be without prejudice or precedent. It is the aim of this provision that a grievance referred to the Placement Umpire shall be heard and decided promptly. Accordingly, procedures established by the Placement Umpire in any instance may include hearings by conference telephone call, submissions by fax, or any other procedure deemed appropriate by the Placement Umpire. The Placement Umpire's decision shall be succinctly expressed, and shall be communicated to the parties within five (5) days of the hearing. The Placement Umpire shall be **Mark Brown**, or, if he is not available, Robert Pেকেles.

ARTICLE 23

EMPLOYEE FILES

23.01

“Document” refers to any document, letter, report, etc.

Each employee shall have access to all her/his personal files. The employee shall have the right to insert written comment to any document. On written request the employee shall be provided with a copy of any such personal material.

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

- (A) termination of employment,
- (B) restriction of opportunity of promotion, or
- (C) restriction of opportunity of future employment.

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

Copies of any document which constitutes, may result in, or arises from disciplinary action, shall be provided immediately to the employee concerned and entered in her/his file in the Human Resources Department.

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

ARTICLE 24

WORKING CONDITIONS

24.01

The University agrees to maintain good working conditions in the employees' work areas. It is understood that adequate heat control (including air conditioning where adequate natural ventilation does not exist), noise control, washroom facilities, lighting, space between employees, and good ergonomic practices are necessary to the well-being and health of employees. The regulations of the Workers' Compensation Board and of other applicable government agencies shall constitute the minimum standards for safe working conditions and it is understood that changes beyond such minimum standards may be requested. The University shall enforce the relevant regulations and shall establish safe working procedures to eliminate unsafe practices, to control the use of hazardous materials, and to protect the health and safety of the employees.

24.02 Unsafe Working Conditions

When an employee has reasonable cause to believe that to carry out any work process or operate any equipment would create an undue hazard to the health or safety of any person, she/he has the right to refuse to proceed. An employee refusing to proceed shall immediately report the circumstances of the unsafe condition to her/his supervisor for investigation. If the employee is still dissatisfied, further investigations, in accordance with **WorkSafe BC's** Occupational Health & Safety Regulation (**OHSR**) shall be undertaken. No employee shall be subject to disciplinary action provided she/he has acted in compliance with this clause, **OHSR** or an order made by an officer of the Board.

When an employee refuses to carry out any work procedure or operate any equipment under this Article, no other employee may be asked to perform the work without being advised that a potential safety concern has been raised.

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

24.03 CUPE 2950 Health and Safety Committee

The Union shall establish a CUPE 2950 Health and Safety Committee and inform the University of its members. The University shall recognize this Committee and shall communicate with it in regard to any problems in employees' working conditions that the Committee wishes to draw to the University's attention.

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

24.04 Union Representation

The University and the CUPE 2950 Health and Safety Committee will not delay in working out a mechanism for staff representation on building design committees. Any agreement between the University and the CUPE 2950 Health and Safety Committee shall become mutually acceptable after approval by the Union and shall then become official University procedure.

Until a mutually acceptable mechanism has been established, and where provisions have not been made for staff representation, each building design committee shall include one (1) member from the CUPE 2950 Health and Safety Committee as a representative of the employees.

24.05 Consultation

The University agrees to provide the opportunity for employees to express their opinions as follows:

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

The consultation process will include the following steps:

- (i) provision of sufficient information to allow informed advice about the planned changes,
- (ii) an opportunity for employees, who may be affected by the planned changes, to tender their opinions and advice,
- (iii) consideration of the opinions and advice of employees,
- (iv) provision of the final decision and the reasons for it to the affected employees and the Union.

The consultation process shall not interfere with the right of the University to make such changes in methods of operations, procedures, and equipment as it deems necessary, provided these changes are made in accordance with the provisions of this Article.

24.06 Lighting

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

The degree of light intensity and the quality of lighting in a given area shall first and foremost be guided by the practical aspects of the work to be done in that area and not solely by aesthetic/cosmetic consideration. With the understanding that "brightness" is a subjective phenomenon, any employee shall be entitled to have a supplementary light source for her/his work area if she/he requests.

24.07 Protective Clothing

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

24.08 University Health and Safety Committee

- (A) The Union shall have two (2) representatives on the University Health and Safety Committee. The Union shall have representation on departmental safety committees wherever members are working.
- (B) Employees shall suffer no loss of pay for time required to attend the Committee meetings.
- (C) When the University Health and Safety Committee requests that a Union representative on the committee attend courses and seminars related to health and safety issues, the University shall provide the necessary time off with pay.

24.09 Computer Screens

The University agrees that problems relating to the quality standards and ergonomics of **computer screens** and their operation will be dealt with under Article 24 of the collective agreement. Employees having such problems may refer them to the CUPE 2950 Health and Safety Committee pursuant to Article 24.03. If the University and the CUPE 2950 Health and Safety Committee are unable to resolve such problems, they will be dealt with under the Grievance Procedure, Article 35.

24.10 Night Shift Parking

A parking space will be made available as close as possible to the following buildings where employees work between 10:00 p.m. and 6:00 a.m. provided the University is able to comply with all health and safety regulations in establishing such parking places: IT Services; Koerner Library; Main Library; Education Library; Woodward Library; Gage Residence; Place Vanier; Totem Park; Registration Service Office; and UBC Hospital. Additional spaces may be established by agreement between the parties to address changed circumstances. The University and the Union will explore and implement methods for night shift employees to travel safely between their vehicles and worksites. Fees for use of an employee night parking space will be set at a rate consistent with B-Lot night parking rates. The parking spaces will be subject to standard staff regulations.

ARTICLE 25 RETIREMENT

25.01 Retirement

An employee may choose to retire at any time after their fifty-fifth (55th) birthday.

All employees, upon retirement from the University:

- (A) shall receive a lifetime University Library card, renewable yearly;
- (B) shall be entitled to the same vacation which she/he would have had if she/he continued working to the end of the calendar year;
- (C) shall be entitled to the use of University facilities as per Article 13.06.

ARTICLE 26

STATUTORY HOLIDAYS

26.01 Definition

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

26.02 List of Statutory Holidays

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

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

In addition any other day proclaimed by the Federal or Provincial Governments or any other day in lieu of a Statutory Holiday shall be recognized.

26.03 Compensation for Statutory Holidays Falling on Scheduled Days Off

When a statutory holiday falls on the regular day off of an employee, she/he shall choose to be granted an equivalent time off without loss of pay or to be paid at regular rates. The time at which the time off is taken is to be determined by mutual agreement between the Department and the individual employees.

26.04 Pay for Work on Statutory Holidays

An employee who works on a Statutory Holiday shall choose either to be paid at the rate of double time plus a day off with pay at the regular rate for her/his regular hours of work, as defined in Article 28 (Hours of Work), or to receive an equivalent time off with pay or equivalent pay (i.e. regular time plus 2 days off with pay or triple time pay).

26.05 Special Holidays

- (A) Special Holidays: A Special Holiday is a holiday declared a holiday by the University for its employees other than a Saturday, Sunday, General (Statutory) Holiday or day declared by the University to be in lieu of a Statutory Holiday. The rate of pay for the Special Holiday shall be that which the employee would have received if she/he had worked.
- (B) An employee who works on a Special Holiday shall choose either to receive an extra day's pay at the regular rate for her/his regular hours of work as defined in Article 28 (Hours of Work), or take one (1) day off with pay at the regular rate for her/his regular hours of work at a mutually convenient time.
- (C) When an employee's day off falls on a Special Holiday, she/he will receive another day off with pay at a mutually convenient time.

26.06 Effect of Modified Work Week

The University and the Union agree that the number of hours worked by an employee during a year should be unaffected by the type of work week chosen under Article 28.

If the total number of statutory and Special Holidays exceeds **twelve (12)** per year, employees working the three-day (3) week shall schedule an extra 4 2/3 hours work for each such holiday taken in excess of **twelve (12)**, to compensate for the extra time off. This make-up time shall be scheduled by advance arrangement with the Department Head. Alternatively, the employee may elect to have an equivalent pay deduction based on her/his rate of pay excluding shift differential.

ARTICLE 27

VACATIONS

27.01 Definition of Terms

For the purpose of this Article, the calendar year shall mean the twelve (12) month period from January 1st to December 31st inclusive.

27.02 Vacation Schedule for First Incomplete Year

Each employee shall receive during the first incomplete year (first calendar year) of service one and one-quarter (1 ¼) working days (8 ¾ hours) for each month worked prior to December 31st with the right to take days as they are accumulated. For probationary employees, the probationary period may be extended by the amount of earned vacation actually taken.

27.03 Vacation Schedule for Second Calendar Year

Subject to Article 27.07, employees in their second calendar year may take their vacation entitlement of 1 1/4 days (8 ¾ hours) per month as it is accrued. Alternatively, such employees may take their full annual vacation entitlement of three (3) weeks, or portion thereof, at any time in the 2nd calendar year. In this event the employee shall receive vacation pay only for entitlement already accrued. Payment for vacation entitlement unearned at the time of vacation will be paid monthly as it is accrued.

Employees who have completed their first Anniversary year of employment shall not be subject to the foregoing.

27.04 Vacation Schedule

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

Three (3) weeks (105 hours) during the second (2nd) calendar year.

Four (4) weeks (140 hours) during the fifth (5th) calendar year.

Five (5) weeks (175 hours) during the eighth (8th) calendar year.

Commencing with their fourteenth (14th) calendar year of service, employees shall receive one (1) additional day (7 hours) of annual vacation with pay for each additional year of service, to a maximum of five (5) additional days (35 hours). Rates of pay in each of the above cases shall be those which the employee would have received if she/he had worked (excluding shift differential).

For computation of vacation entitlement, employees shall be deemed to be in their second (2nd) calendar year on January 1st if they have had service immediately preceding that date.

(B) Where an employee's vacation entitlement increases as a result of this Article, the employee shall be entitled to carry over such increase to the following year.

27.05 Accumulation or Carry-Over of Vacations

(A) Employees with less than three (3) weeks (105 hours) vacation entitlement shall be entitled to carry over one (1) week (35 hours) of vacation entitlement to take the following year. However, arrangements may be made to carry over up to a maximum of two (2) weeks (70 hours), vacation entitlement by mutual consent between the department and the employee concerned.

(B) Employees with three (3) weeks (105 hours) vacation entitlement or more shall be entitled to bank up to a maximum of two (2) weeks (70 hours) vacation to be taken in the following year.

27.06 Vacation Flexibility

Other than in the first (1st) incomplete year, as of January 1st, each employee shall have one (1) full calendar year's entitlement available to her/him to take any time within that calendar year, subject to Article 27.03. The time of vacation is to be determined by mutual agreement between the Department and the individual employee. Provided the employee and her/his supervisor have attempted to resolve the dispute before a grievance is filed, grievances under this Article shall begin at Step 2 of the grievance procedure.

27.07 Vacation Scheduling

Prior to the preparation of vacation schedules, employees may submit their preferences to the Department Head. Department Heads shall post a vacation schedule by March 1st of each calendar year. The schedule can be changed thereafter at the request of the employee if the alternative scheduling arrangements meet the work requirements of the Department. Such requests shall not be unreasonably refused.

Employees will not be required to take their vacations in periods of less than one week's duration.

Employees who so desire must be allowed to take their vacation by the end of August.

27.08 Conflict in Vacation Schedule

Scheduling of vacations shall be on the basis of seniority where there is a conflict of scheduling between employees. Employees desiring to take holidays in broken periods shall be entitled to do so by mutual agreement between the Department Head and the employee concerned.

27.09 Termination

An employee terminating her/his employment shall receive her/his vacation entitlement on a pro-rata basis, based on days worked during the calendar year of termination. Payment to an employee for vacation days that exceed this pro-rata entitlement will be deducted from the final paycheck. This provision is subject to Article 33.07.

27.10 Compensation for Holidays Falling Within Vacations

Should a Statutory Holiday or Special Holiday occur during an employee's annual vacation, she/he shall be granted an additional day's vacation without loss of pay for each Holiday so occurring in addition to her/his vacation time.

27.11 Vacation Pay on Retirement

On retirement (Article 25.01), each employee shall be entitled to the same vacation which she/he would have had if she/he continued working to the end of the calendar year.

27.12 Payment

Vacation pay shall be paid to an employee on the employee's scheduled payday.

27.13 No Loss of Vacation Entitlement Due to Illness or Injury

When an employee is eligible for sick leave while she/he is on vacation, illness or injury during such time shall be tabulated against the employee's sick leave, subject to presentation of supporting medical certificate or other proof of illness or injury.

27.14 No Termination, Layoff or Loss of Seniority

No employee shall be terminated, laid-off, or lose seniority while she/he is on vacation. The intention of this section is that vacation time shall not be construed as part of the required notice of termination or layoff.

ARTICLE 28

HOURS OF WORK

28.01 Terms

- (A) The week shall be understood to begin at 12:01 a.m. Sunday and shall end at 12:00 midnight the Saturday following.
- (B) "Month" shall mean the calendar month.
- (C) "Standard Work Week" shall mean a five (5) day work week from Monday through Friday, seven (7) working hours per day approximately coinciding with the hours of 8:00 a.m. to 5:00 p.m.
- (D) "Regular Work Week" shall mean an employee's regularly scheduled work week.
- (E) "Regular Work Day" shall mean an employee's regularly scheduled work day and/or hours of work.

28.02 Work Day and Work Week

- (A) The normal hours of work for all full-time employees shall be thirty-five (35) hours per week, or seventy (70) hours per two consecutive weeks. All employees are entitled to thirty-two (32) consecutive hours free from work each week, unless overtime rates are paid, as per Article 29.02.
- (B)
 - (i) The employees in each department or library division, under guidelines of this Article, shall decide which form of week they will work, subject to approval of the Department Head.
 - (ii) Departmental approval shall not be unreasonably withheld.
 - (iii) If operational requirements change such that the approved work week has a detrimental impact on the levels of timely service or production of a particular unit; or, results in appreciable additional costs to the University, the Department Head may withdraw the previously approved form of work week. Six (6) weeks written notice of a change in the form of work week shall be given to the employees affected and the Union. The notice shall include the reasons for the change.
 - (iv) Upon request during the first two (2) weeks of the notice period, the Department Head will meet with the employees to discuss the withdrawal and consider alternate suggestions. The Department Head will respond in writing to the employees' suggestions within five (5) working days and state whether or not the withdrawal will still occur.
 - (v) The factors to be considered by the Department Head in (ii) and (iv) above shall include the following:
 - (a) whether the desired form of work week would have a significantly detrimental impact on the levels of timely service by the Department to faculty, administrators, students and the public;
 - (b) the interests of (including the nature of the reasons put forward by) staff for implementing the desired form of work week;
 - (c) impact of work flow;
 - (d) predictability of work flow;
 - (e) interchangeability of the work force;
 - (f) whether a potential detrimental impact can reasonably be accommodated by the organization or reorganization of work or by other means;
 - (g) relative costs of the forms of work week;

- (h) effective use of human and other resources.
- (vi) In the event the Department Head withdraws an approved form of work week and the Union does not consider that the factors noted in (v) above have been properly considered, the matter shall be referred directly to Step 3 of the Grievance Procedure.
- (vii) This section does not apply when Department Heads change the form of work week assigned to a vacant position.

(C) The five basic forms of work week shall be:

- (i) Seven (7) hours per day, five (5) days per week;
- (ii) Eight and three-quarters (8 $\frac{3}{4}$) hours per day, four (4) days per week;
- (iii) Seven and three-quarters (7 $\frac{3}{4}$) hours per day, nine (9) days per two-week period;
- (iv) Seven and one-half (7 $\frac{1}{2}$) hours per day, fourteen (14) days per three-week period.
- (v) Eleven and two-thirds (11 $\frac{2}{3}$) hours per day, three (3) days per week.

This form shall be available only for shift workers on a twenty-four (24) hour per day operation.

In accordance with Article 26.06 and in relation to other provisions such as 26.05 Special Holidays and 30.08 Paid Leave (Christmas) the parties agree employees will be required to make-up the difference in annual hours of their approved form or work week to that of the Standard Work Week schedule (1820 hours per annum).

(D) Minimum Hours of Work:

- (i) An employee who reports for work as required by the employer but is not required to start is entitled to a minimum of two (2) hours pay, except as provided for under Article 29.07.
- (ii) Once an employee commences work, she/he shall receive a minimum of four hours pay, unless she/he is unfit to perform her/his duties, or she/he has failed to comply with the Industrial Health and Safety Regulations, in which case she/he is only entitled to pay for the period worked.
- (iii) An employee who is also a student who reports for work under this agreement on a day in which she/he attends school is entitled to a minimum of two (2) hours pay, whether or not work commences.

28.03

- (A) Meal Periods - Employees shall have the right to take one (1) continuous period for meals approximately in the middle of any shift of not less than thirty (30) minutes and not more than one (1) hour. However, the time and duration of the meal period shall be the employee's decision providing that departmental requirements are met. In departments where complex scheduling is required, the department head or designate will make up the schedule after the employees have submitted their preferences, which will be met where reasonably possible.

It is to be further understood that this is an unpaid meal period and the University shall recognize the employee's right to enjoy this period without interruption.

- (B) Relief Periods - Employees shall be entitled to two (2) paid relief periods of fifteen (15) minutes each, one (1) normally to be taken during the first half of any shift, and the other normally to be taken during the second half of any shift.

An employee's relief periods may be combined by mutual agreement between the employee and manager. Such a combination is not to be used to shorten an employee's regular work day.

28.04 Split Shifts

There shall be no split shifts.

28.05 Shift Work

- (A) Definition of Shift Hours

Day Shift shall be defined as those shifts where more than one-half of the scheduled hours fall between 8:00 a.m. and 4:00 p.m.

Evening Shift shall be defined as those shifts where more than one-half of the scheduled hours fall between 4:00 p.m. and 12:00 p.m. midnight. Night Shift shall be defined as those shifts where more than one-half of the scheduled hours fall between 12:00 midnight and 8:00 a.m.

- (B) Shift Differential (Inconvenience Pay)

Employees working on a shift basis shall receive a pay differential as follows:

Fifty cents (50¢) per hour for each hour worked on the evening shift.

Seventy cents (70¢) per hour for each hour worked on the night shift.

(C) Scheduling Provisions

- (i) Prior to the preparation of shift schedules by the Department Head or her/his delegate, employees may submit lists of their schedule preferences for consideration. Department Heads may delegate the preparation of shift schedules to employees where appropriate but employees may not be required to accept this responsibility unless it is part of their duties. Shift schedules must be posted no less than two (2) weeks in advance.
- (ii) Each employee working on a shift basis shall be entitled to three (3) weekends off in every four (4) weekends. This may vary upon mutual consent of the employee and the Department Head concerned.
- (iii) There will be a minimum of twelve (12) consecutive hours off-duty between the completion of one work shift and the beginning of the next. This may vary upon the mutual consent of the employee and the supervisor concerned.
- (iv) All shifts shall be rotated on an equal basis, insofar 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 the Department Head.
- (v) Any employee given less than one (1) week's notice of a shift change shall be paid at overtime rates (as per Article 29) for all hours worked on the changed shift, up to one week from the date of notice. However, no employee shall receive overtime rates for more than three (3) days on the changed shift. Shift changes shall include any change in hours of work, including changes within any given shift category (e.g., a change from 2:00 p.m./10:00 p.m. to 3:00 p.m./11:00 p.m. shall constitute a shift change).

The employee shall choose whether to take the pay or time off in lieu of pay. The time at which the time off is taken is to be determined by mutual agreement between the Department Head and the individual employee.

(D) Overtime for Shift Workers

Employees working on a shift basis will be paid overtime according to Article 29. Where such overtime runs contiguous with evening or night shift, the hourly rate for computation of overtime will be used, and, the proper shift differential for the number of hours worked will be added after the calculation of overtime pay is made.

(E) Split Shifts for Shift Workers

There will be no split shifts for shift workers.

ARTICLE 29 OVERTIME

29.01 Definition

- (A) Overtime for full-time employees is that time worked in excess of each employee's regular work day or work week as defined in Article 28.
- (B) Overtime for part-time employees is that time worked in excess of seven (7) hours per day or thirty-five (35) hours per standard work week.

29.02 Authorization for Overtime Pay

Overtime will be worked only when the department head or designate has requested that overtime be worked. Compensation for overtime shall be paid at two (2) times the employee's regular hourly rate for hours worked to the next one-half hour.

29.03 Overtime Worked on a Weekend

Compensation for overtime worked on a weekend shall be paid at double an employee's hourly rate.

29.04 Overtime Worked on a Statutory Holiday

Where an employee works more than her/his regular work day on a statutory holiday or a day granted in lieu thereof, that employee shall be paid according to Article 26.04, for the regular work day, and double that rate thereafter.

29.05 Time Off in Lieu of Overtime

An employee who works overtime may elect time off which shall be equivalent to the number of hours for which she/he would have been paid, to a maximum of thirty-five (35) hours in any one calendar year. Where overtime worked exceeds the equivalent of thirty-five (35) hours paid, the employee may request additional time off in lieu of overtime pay, calculated as aforesaid. The time off shall be taken within twelve (12) months of the date of working the said overtime at a time mutually agreeable to the employee and the Department Head. Time off in lieu of overtime pay which is not taken within twelve (12) months of the date of working the said overtime shall be paid out to the employee at the end of the twelfth month. Upon mutual agreement with the Department Head, an employee may have accumulated time off reconverted into the corrected overtime pay.

29.06 Paid Meal Period (Overtime)

All employees requested to work overtime beyond their regular work day shall be allowed a one-half (½) hour meal period which shall be paid at overtime rates provided such overtime is in excess of two (2) hours work and providing that not more than one (1) hour has elapsed between the end of the regular working hours and the time overtime commences. The meal period may be taken before, during or after the overtime.

29.07 Call Back

An employee called back to work after completing a regular work day or from a regular day off or vacation, shall be paid overtime rates for a minimum of four (4) hours.

29.08 Voluntary Overtime

The employer shall endeavour to keep overtime to a minimum and to meet requirements on a voluntary basis. Overtime work shall be divided equally, insofar as possible, among the employees in the department or library division who are willing and able to perform the work that is available within a reasonable time. In the event an employee who has been directed to work overtime demonstrates an urgent personal emergency, that employee shall be excused the necessity of working overtime on that occasion.

29.09 Make-up Time

Make-up time is time worked in lieu of time missed from work which would otherwise be deducted from an employee's pay. Make-up time shall be kept to a minimum and may only be worked with the Department Head's consent. Such time worked in excess of the regular work day or work week shall not be computed as overtime.

ARTICLE 30 BENEFITS

30.01 Leave of Absence Without Pay

- (A) An employee may apply for a leave of absence without pay for up to six (6) months.
- (B) The employee shall submit a request in writing to the department head, stating the reasons for the leave. Every effort shall be made by the employer to comply with an employee's request for the leave. Permission shall be obtained in writing from the department head. Refusals for such leave must be given in writing to the employee with reasons for refusal stated.
- It is understood that extensions of leave shall be at the sole discretion of the Department Head. Any request for extensions shall be made in writing at least thirty (30) days prior to the expiry of the initial leave. Such discretion shall be exercised reasonably, fairly, and in good faith.
- (C) Upon return to work, the employee shall be placed in her/his former position.
- (D) During leave of absence without pay employees shall accrue seniority for up to one (1) month. The University agrees to maintain employees on the Medical and Dental Plans during a leave of absence without pay for up to one (1) month, subject to Article 30.05 (A) and (B).
- (E) Where a Statutory Holiday falls within a period of leave of absence without pay, the employee shall receive pay for that holiday provided the employee has earned wages for at least three (3) working weeks during the last thirty (30) calendar days.

30.02 Compassionate Leave

- (A) In the case of death in the immediate family, an employee shall be entitled to three (3) full working days with pay upon notification to the department head.
- Upon written request this leave may be extended up to a further three (3) days with pay at the Department Head's (or their designate) discretion to address circumstance such as, but not limited to, significant out-of-town travel arrangements.**
- Immediate family shall include an employee's parent, grandparent, spouse, common-law spouse, same sex spouse, child or ward, grandchild, brother, sister, father-in-law, mother-in-law.
- (B) An employee shall be entitled to one-half (½) day leave of absence with pay to attend a funeral upon notification to the department head.
- (C) If longer leave is required under (A) or (B) above, it shall be applied for under Article 30.01(A).

30.03 Pension Plan

All eligible employees will be required to join and make contributions to the UBC Staff Pension Plan upon meeting the conditions of continuous service and salary that is provided for in the UBC Staff Pension Plan. The University shall make contributions to the UBC Staff Pension Plan on behalf of the participating employees at the rates stated in the UBC Staff Pension Plan.

Upon request, the University agrees to provide the Union with any statistical and other relevant information at its disposal pertaining to the Pension Plan, Group Life Insurance and Disability Insurance.

30.04 Daycare

The University agrees to do all that is reasonably possible to assist the Union in securing suitable daycare facilities for employees of the University of British Columbia, with particular reference to the recommendations of the President's Ad Hoc Committee on Day Care.

30.05 Medical and Dental Plans

(A) Medical Plan

- (i) The employer shall pay one hundred percent (100%) of the monthly contribution to the Medical Plan.
- (ii) Upon appointment to employment all continuing and sessional employees shall be eligible to participate in the Medical Plan as outlined in (i) above.
- (iii) After sixty-six (66) days of accumulated service, temporary employees shall be eligible to participate in the Medical Plan as outlined in (i) above.

(B) Dental Plan

- (i) The employer shall pay seventy percent (70%) of the monthly contribution to the Dental Plan.
- (ii) After three (3) months of employment all continuing and sessional employees shall be eligible to participate in the Dental Plan as outlined in (i) above, provided she/he works a minimum of seventeen and one-half (17 1/2) hours per week.
- (iii) After sixty-six (66) days of accumulated service, all temporary employees shall be eligible to participate in the Dental Plan as outlined in (i) above, provided they work a minimum of seventeen and one half (17 ½) hours per week.

(C) Extended Health Benefits

- (i) The employer shall pay one hundred percent (100%) of the Medical Services Association Extended Health Benefit premium.
- (ii) Upon appointment to employment, all continuing and sessional employees shall be eligible to participate in the Extended Health Benefit Plan as outlined in (i) above.
- (iii) After sixty-six (66) days of accumulated service, temporary employees shall be eligible to participate in the Extended Health Plan as outlined in (i) above.

30.06 Sick Leave

(A) No employee shall be severed or lose seniority because of illness.

(B) Proof of Illness

- (i) Where an employee is absent through illness, she/he must report by telephone or otherwise to her/his Department Head or designate as early as possible, normally by starting time on the first day away.
- (ii) In case of illness exceeding six (6) days, report by telephone or otherwise must be made to the Department Head or designate each week whenever possible.
- (iii) Upon return to work, the employee will be required to complete a standard 'Proof of Illness' form provided by the University.
- (iv) A medical certificate may be requested from an employee where there would appear to be excessive use of sick leave or where there is a return to work after a prolonged illness.

(C) Medical and Dental Appointments

Absence of one-half (½) day for medical or dental appointments shall not be deducted from an employee's sick leave credits nor shall any pay be deducted. There shall not normally be more than an average of one-half (½) day per month for this purpose. Excessive use of medical or dental appointments may require medical or dental certificates. Refer to Letter of Agreement Re: 30.06 (C).

(D) Sick Leave Records

Employees shall have access to sick leave credit records on request.

(E) Sick Leave Entitlement

- (i) The employer will allow one and one-quarter (1 ¼) days (8 ¾ hours) per month sick leave with full pay up to 152 days (1064 hours) maximum. When an employee has worked eleven (11) of the days in any given calendar month, she/he will be entitled to full sick leave credit for that month.
- (ii) Upon request, an employee who has exhausted her/his sick leave will be issued a Record of Employment so that she/he may apply for Employment Insurance Sick Leave Benefits.

For those employees with three (3) or more years of service, where there is no unexpended sick leave or unexpended Employment Insurance Sick Leave Benefits, they may borrow at one-half pay against future sick leave credits to a maximum of twenty-two (22) working days. In cases of extreme difficulty, the Union and the University may jointly agree to an extension at one-half pay for a further twenty-two (22) working days.

An employee may apply for and receive a leave of absence for medical reasons. If the medical prognosis is that an employee will likely be able to return to her/his regular position within two (2) years, then she/he shall remain entitled to return to that position. If the medical prognosis is that an employee will not be able to return to her/his position within two (2) years, then the University may post the position and hire a permanent replacement to fill the vacancy. The employee on leave shall retain her/his employment status and seniority with the University. When the employee on sick leave returns to work, she/he shall be placed in a position in the same classification which is coincidentally vacant. When no coincidental vacancy occurs, the employee with the least amount of seniority in the classification shall be laid off and the returning employee shall be granted automatic transfer to the resulting vacancy.

(F) Subrogation

- (i) Employees with sick leave to their credit shall turn over or cause to be turned over to the University any monies paid or payable to them by the Workers' Compensation Board and upon so doing shall receive full pay up to the value of their sick leave. If there is no credit of sick leave, employees shall retain their Workers' Compensation Board cheques.
- (ii) Employees shall turn over, or cause to be turned over to the University, any monies paid or payable to them by the Insurance Corporation of British Columbia or any other third party, excluding interest, as a result of a claim for lost wages, where employees have used their sick benefits as a result of an automobile accident or otherwise because of injuries sustained due to the negligence or wrong-doing of a third party. Sick leave benefits will be credited upon payment of these monies. It is understood and agreed that the amount an employee is required to repay to the University for a claim of lost wages shall be net of verified expenses incurred by the employee to recover that claim.

It is further understood and agreed that the foregoing shall not apply to global awards for damages that do not specify lost wages.

It is further understood and agreed that no employee shall be required to take legal action to recover lost wages or other damages from any third party.

(G) Statutory Holidays

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

(H) Quarantine

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

(I) Medical Examinations and Certificates

Should the University require an employee to submit to a medical examination as a condition of employment, the employee may have the examination done by the University at no cost to the individual, or by her/his own doctor at the individual's own expense. The employee shall be provided with a copy of any written report provided by the doctor.

(J) Illness of Dependents

An employee who has dependents may use up to a maximum of five (5) days of accumulated sick leave each year to deal with the illnesses or injuries of such dependents. **Eligibility is dependent on an employee maintaining one day per month (to a maximum of 12 days per year) in their sick bank to be used only in cases of an employee's illness or injury in accordance with the EI Premium Reduction Program.**

A child, spouse, common-law spouse, same sex partner and/or parent is considered a dependent, for purposes of this Article, if she or he is related to the employee by blood, marriage or adoption or, as common-law spouse or same sex partner, is living in a marriage-like relationship with the employee.

30.07 Maternity, Adoption and Parental Leave

(A) Maternity Leave

In case of pregnancy an employee is entitled to a leave of absence without pay of eighteen (18) consecutive weeks. If the baby is confined to hospital, this period may be split and/or delayed by carrying forward one week, for each week of hospitalization. This extension may continue up to 52 weeks following the week of the child's birth. If eligible she shall receive the benefits of the applicable provisions of the Employment Insurance Act.

Adoption Leave

In case of adoption, an employee who is eligible for and receives the benefits of the Employment Insurance Act is entitled to a leave of absence without pay of eighteen (18) consecutive weeks from the date the child arrives home. If eligible she/he shall receive the benefits of the applicable provisions of the Employment Insurance Act.

Parental Leave

An employee is entitled to leave of absence without pay of three (3) consecutive months during the year following the birth or for adoptive parents, from the date the child arrives home, subject to extension upon application to the Human Resources Department. Parental leave may be taken in addition to maternity or adoption leave.

- (B) If birth occurs or pregnancy is terminated before a request for maternity leave is made, the employee will be granted up to six (6) weeks leave upon medical certification of such event.

- (C) An employee is entitled to up to six (6) additional consecutive weeks of unpaid maternity leave if, for reasons related to the birth or the termination of pregnancy, she is unable to return to work when her leave ends under Articles 30.07(A) or 30.07(B). The University may require a medical certificate stating the reasons for the leave extension.

- (D) An employee on parental leave under Article 30.07 is entitled to up to five (5) additional weeks of unpaid leave if the child has a physical, psychological or emotional condition requiring a period of additional parental care. The University may require a medical certificate or other evidence of the employee's entitlement to leave.
- (E) Upon return to work the employee shall be reinstated in her/his former position according to Article 30.01, with all increments to wages and to benefits to which the employee would have been entitled had the leave not been taken. If her/his former position has been discontinued, she/he will be placed into a position of the same classification which is coincidentally vacant. Where there is no vacancy, the employee with the least amount of seniority in the classification shall be laid off and the returning employee transferred to the resulting vacancy.
- (F) An employee on maternity, adoption or parental leave may maintain coverage on the following plans by providing post-dated cheques to Financial Services for her/his share of the following premiums/contributions:
 - Medical Plan
 - Dental Plan
 - Extended Health Plan
 - Group Life Insurance Plan
 - Long-Term Disability Plan
 - Pension Plan
- (G) An employee on maternity, adoption or parental leave shall not lose seniority entitlements. Seniority entitlements shall continue to accrue for the period of such leave.
- (H) Employees on maternity or adoption leave who qualify for the benefits of Article 30.07(G) shall receive the full accrual of sick leave and vacation credits in the first month of such leave. Following the first month of such leave, accrual of sick leave credits shall be pro-rated based on the maternity/adoption leave salary differential paid to the employee by the University. Employment shall be deemed continuous for the purposes of calculating annual vacation entitlement but vacation pay shall be pro-rated based on the maternity/adoption leave salary differential paid to the employee by the University.
- (I) After completing six (6) months service, following return to work after maternity or adoption leave, employees will be paid by the University the difference of the benefit received from Employment Insurance and the employee's monthly salary for the period of time Employment Insurance benefits were received. Provided the employee has received the benefit mentioned above, the University will pay to the employee her/his salary for the two-week waiting period for Employment Insurance.
- (J) If the employee does not apply for, or qualify for, Employment Insurance benefits, the University will not pay monies to the employee for the period of time the employee was on maternity or adoption leave. Such employees will not accrue sick leave credits beyond the month in which the maternity or adoption leave commenced. Employment shall be deemed continuous for the purposes of calculating annual vacation entitlement but vacation pay will be limited to the month in which the maternity or adoption leave commenced.

30.08 Paid Leave [Christmas]

All employees who are normally scheduled to work shall be granted three (3) days leave of absence with pay to be taken between Boxing Day and New Year's Day unless they are required to work for operational reasons. Such employees shall be paid at straight time and granted three paid leave of absence days at some other mutually agreeable time. It is understood that the University will not introduce new seasonal layoffs to avoid this benefit.

30.09 Personal Emergency Leave

An employee shall be granted up to one (1) full working day with pay each year to deal with a personal emergency, upon immediately notifying the department head. Such leave will not be charged to other accrued time off.

30.10 Military Leave

Employees required to attend Military training courses shall be granted one-half (½) the time as a paid leave of absence, the other half to be deducted from their holidays.

30.11 Citizenship Leave

An employee shall be allowed the necessary time off with pay to process her/his Canadian Citizenship application.

30.12 Court Duty

- (A) An employee who is called for Jury Duty or as a subpoenaed witness shall continue to receive her/his regular pay for the days on which she/he would otherwise have worked. In the event the employee receives any monies from the Crown for such service, she/he shall retain such portion as covers her/his expenses, and shall turn the remainder over to the University with an accounting of amounts received together with proof of amounts received together with proof of service.
- (B) When an employee is to appear as either plaintiff or defendant in a civil suit, she/he shall be granted leave of absence without pay for such purpose under the conditions of Article 30.01 (C), (D) and (E).
- (C) When an employee is charged with an offense and is required to attend a hearing or is held in custody pending hearing of charges, the employee shall be allowed leave of absence without pay under the conditions of Article 30.01 (C), (D) and (E) to attend such hearing or pending results of hearing of charges. If the employee is found to be guilty of the charge, the University will consider the nature of the offense in determining whether the individual shall continue on leave of absence, return to work or be discharged.

ARTICLE 31

JOB DESCRIPTIONS, JOB EVALUATION, RECLASSIFICATIONS AND MISCLASSIFICATION

31.01 New Benchmarks

A benchmark classification system with an underlying point factor plan is utilized to classify jobs.

The Employer is responsible for developing new benchmarks.

When a new benchmark is developed, the Employer will evaluate the benchmark using the point factor plan, and will assign a pay grade. The Employer will provide new benchmarks to the Union for the purpose of reviewing the job evaluation points and pay grade. The Union has thirty (30) days to object to the job evaluation points and/or pay grade. In the case of objection, the parties will engage in discussions and attempt to resolve the matter. Where the Employer and Union can't resolve the dispute over job evaluation points and/or pay grade, the matter may be referred to an arbitrator for expedited arbitration, in accordance with Article 31.03.

31.02 Revised Benchmarks

The Employer is responsible for updating and maintaining benchmarks. Changes to benchmarks may or may not result in a change in job evaluation points and pay grade.

When a benchmark is revised, the Employer will evaluate the benchmark using the point factor plan, and will assign a pay grade. The Employer will provide revised benchmarks to the Union for the purpose of reviewing the job evaluation points and pay grade. The Union has thirty (30) days to object to the job evaluation points and/or pay grade. In the case of objection, the parties will engage in discussions and attempt to resolve the matter. Where the Employer and Union can't resolve the dispute over job evaluation points and/or pay grade, the matter may be referred to an arbitrator for expedited arbitration, in accordance with Article 31.03.

31.03 Expedited Arbitration – Resolution of Job Evaluation Points and/or Pay Grades

Where the Employer and Union can't resolve a dispute over job evaluation points and/or pay grade for a new or revised benchmark, or for a unique job, the matter may be referred to an arbitrator that is mutually agreed to by the parties, for resolution through an expedited arbitration process.

- (A) A case management meeting shall occur between the parties prior to the expedited arbitration. The parties shall agree on as many facts of the case as possible.
- (B) The parties will brief the arbitrator on the outcome of the case management meeting prior to the arbitration. Based on the case management meeting the arbitrator will provide direction to the parties about the type of witnesses and documentation that should be included in the expedited arbitration.
- (C) The expedited arbitration will not include formal evidence or formal witness testimony. Informal inclusion of witnesses and argument are limited to those required to provide relevant information, as determined by the arbitrator.
- (D) The arbitrator will make a determination based on the point factor plan. The evaluation and pay grades of existing benchmarks only will be used as comparators.
- (E) The arbitrator does not have jurisdiction to create new factors, factor "degrees"/levels, pay rates, and/or pay grades that are not already part of the existing job evaluation plan.
- (F) The decision of the arbitrator is final and binding, and is on a without prejudice and without precedence basis.
- (G) Arbitration costs will be equally shared by the parties.

31.04 Job Descriptions

A job description will be developed by the department head (or designate) for each position in the department. Job descriptions will outline the responsibilities, qualifications, and duties to be performed by the incumbent.

31.05 Classification/Evaluation of Jobs

- (A) The Employer is responsible for classifying/evaluating jobs. Jobs are classified to benchmarks based on "best fit"; that is, the job is classified to the benchmark where the scope and level of the job are a "best fit" with the scope and level definition outlined on the benchmark. It is recognized that benchmarks are not "watertight compartments", and that there is overlap across benchmarks. The best fit with the scope and level definition is determinative, and the other elements of the benchmark provide guidance.

- (B) The Employer will evaluate jobs that are unique in nature, and that are not a “best fit” with any benchmark, against the point factor plan that underlies the benchmarks, and will assign the jobs to pay grades based on the point factor scores.

The Employer will provide a copy of evaluated unique jobs to the Union for the purpose of reviewing the job evaluation points and pay grade. The Union has thirty (30) days to object to the job evaluation points and/or pay grade. In the case of objection, the parties will engage in discussions and attempt to resolve the matter. Where the Employer and Union can’t resolve the dispute over job evaluation points and/or pay grade, the matter may be referred to an arbitrator for expedited arbitration, in accordance with Article 31.03.
- (C) Jobs that are a “best fit” with two or more benchmarks (i.e., where the job performs a substantive amount of the scope and level of two or more benchmarks) will be classified to the benchmark that is at the higher pay grade.
- (D) If the union has concerns about the classification of a job, they may request that the Total Compensation unit of the Human Resources department conduct a review.
- (E) The Total Compensation unit may audit job classifications and make adjustments as required.

31.06 Reclassification Requests

If an employee who has completed his/her probationary/orientation period believes that his/her job is incorrectly classified, he/she should submit a request to his/her manager for a review of the job classification. The request must be made on the designated form, and must include the reasons the employee believes that his/her job is inappropriately classified. Upon receipt of a reclassification request, the manager shall review the job classification in accordance with Article 31.05 above, and will attempt to resolve the matter if the manager believes there is merit to the request.

If the matter is not resolved, the employee may submit a formal request for reclassification. A minimum of six (6) months must elapse between each reclassification request.

- (A) The request must be made on the designated form and submitted to the Total Compensation unit, who will provide a copy to the Union and the department head (or designate). The request should be accompanied by a job description.
- (B) Where the Total Compensation unit determines that it will add value to the process, they will interview the employee and/or the department head (or designate). In such circumstances, at the request of the employee a Union steward shall be present at the interview.
- (C) The employee and department head (or designate) shall be notified of the results of the reclassification request by letter (including rationale), with a copy to the Union, within twelve (12) weeks of the date that the Total Compensation unit received all required information on the reclassification request forms, including the form that the employee’s manager must complete.
- (D) If the employee is not satisfied with the outcome, she/he shall have the right to appeal the decision, pursuant to Article 31.07.
- (E) If an employee’s position is reclassified, that employee shall not be required to serve a new probationary or orientation period.

31.07 Appeal Process – Appeal of the Outcome of a Reclassification Request

If an employee is not satisfied with the outcome of the reclassification request, she/he may appeal through the following process:

- (A) Within thirty (30) days of receipt of the results of their reclassification request, the employee must notify the Total Compensation unit in writing of their desire to appeal the decision.
- (B) A Joint Appeal Committee (JAC) will attempt to resolve the appeal. Quorum for the JAC is two individuals representing the Union and two individuals representing the University. Neither party shall have more than two representatives. Where the Union’s committee and the University’s committee agree, the appeal is resolved. By arrangement with her/his supervisor, the Union’s appointed JAC member shall be permitted the necessary time off without loss of pay or benefits to attend the JAC meeting. In accordance with the practice of article 8.04 of the Collective Agreement, the Union and the University shall notify each other, in writing, of the names of their appointed representatives to the JAC.
- (C) Appeals not resolved by the Joint Appeal Committee may be referred by either party to an arbitrator that is mutually agreed to by the parties for resolution under an expedited arbitration process.
- (D) A case management meeting shall occur between the parties prior to the expedited arbitration. The parties shall agree on as many facts of the case as possible.

- (E) The parties will brief the arbitrator on the outcome of the case management meeting prior to the arbitration. Based on the case management meeting the arbitrator will provide direction to the parties about the type of witnesses and documentation that should be included in the expedited arbitration.
- (F) The expedited arbitration will not include formal evidence or formal witness testimony. Informal inclusion of witnesses and argument are limited to those required to provide relevant information, as determined by the arbitrator.
- (G) The arbitrator will make a determination based on the “best fit” of the job to a benchmark. Where the job is not a good fit with any of the existing benchmarks, the arbitrator may assign the job to a pay grade based on applying the point factor plan, in which case the evaluation and pay grades of existing benchmarks only will be used as comparators.
- (H) The arbitrator does not have jurisdiction to create new factors, factor “degrees”/levels, pay rates, and/or new pay grades that are not already part of the existing job evaluation plan.
- (I) The decision of the arbitrator is final and binding, and is on a without prejudice and without precedence basis.
- (J) Arbitration costs will be equally shared by the parties.

31.08 Wage Increase Awarded Through Reclassification

- (A) A wage increase awarded as a result of reclassification shall be retroactive to the date of change of job duties to a maximum of twenty-one (21) months, or when no date can be established, retroactive to the date of the written reclassification request. The employee shall be placed on the step in the pay grade that ensures an increase in monthly salary of at least fifty dollars (\$50.00), where possible.
- (B) Where the job does not entail new job duties, and has been misclassified since date of hire, the employee shall be placed on the same step in the appropriate pay grade as she/he was on in the original pay grade, and shall receive full pay rate adjustment retroactive to date of hire, to a maximum of twenty-one (21) months.
- (C) With respect to 31.08(A) and (B) above, in no case shall the wage increase be awarded retroactive to a date prior to March 17, 2008.

ARTICLE 32 SENIORITY

32.01 Definition

Seniority shall mean length of service with the University, within the bargaining unit, and shall be credited for all service prior to certification of the bargaining unit as designated in Article 32.03.

32.02 Computation of Seniority - Part-Time and Temporary Employees

Seniority of part-time and temporary employees shall be determined on the basis of the number of months worked, i.e., one hundred fifty-two (152) hours equals one (1) month. (Months are determined by multiplying the number of hours in the work week by fifty-two (52) and dividing by twelve (12). This definition of month to apply to the computation of seniority only.)

32.03 Accrual of Seniority

- (A) Seniority shall accrue from the first day of employment, and shall continue to accrue except as stated otherwise in Articles 7.02, 32.04 and 32.06.
- (B) Seniority shall continue to accrue during any employee’s absence from work due to illness, accident or unjust discharge.

32.04 Maintenance of Seniority

- (A) Seniority shall continue to be accrued during the first (1st) month of leave of absence without pay and thereafter shall be maintained but not accrued (except as provided in Article 7.02).
- (B) Seniority shall continue to be accrued during the first month of layoff, and thereafter shall be maintained, but not accrued, for a period of up to one (1) year.
- (C) Seniority for Winter Sessional employees shall be maintained but not accrued during the Inter/Summer Session. Seniority for Inter/Summer Sessional employees shall be maintained but not accrued during the Winter Session.

32.05 No Loss of Seniority

An employee shall not suffer loss of seniority for any of the following reasons: unjust discharge, layoff, promotion, demotion, transfer, reclassification, compulsory military service, vacation or any recognized leave.

32.06 Loss of Seniority

An employee will lose seniority rights if she/he fails to acknowledge notice of recall within five (5) working days of recall, fails to report for work having been given at least ten (10) working days notice or if she/he resigns, retires, takes a position with the University outside the bargaining unit for a period longer than six (6) months, or is discharged for just cause.

If the employee leaves the University to take a position with another employer, she/he will be deemed to have resigned from her/his bargaining unit position.

32.07 Seniority List

A current seniority list for December 31st and June 30th of each year shall be sent to the Union within fifteen (15) days of those dates.

ARTICLE 33

DISCHARGE, SUSPENSION, DISCIPLINARY ACTION AND RESIGNATION

33.01 Definitions (for the purposes of this Article)

- (A) Discharge - the involuntary ending of employment.
- (B) Suspension - a disciplinary action on the part of the University.
- (C) Resignation - the voluntary ending of employment by the employee.

33.02 Suspension

The University may suspend any employee for just cause subject to Article 35 (Grievance and Arbitration Procedure). Upon taking of its decision, the University will immediately send to the employee concerned, with a copy to the Union, a letter giving written notification of and reasons for the suspension. All suspended employees shall be returned to their former positions.

33.03 Discharge

- (A) The University may discharge any employee for just cause, subject to Article 35 (Grievance and Arbitration Procedure).
- (B) A written list of all reasons for discharge must accompany notifications of discharge to the employee and the Union.

33.04 Proof of Just Cause

In all cases of suspension or discharge or other disciplinary actions, the burden of proof of just cause shall rest with the University. In the case of a probationary employee, just cause shall include failure to display sufficient ability to perform the job satisfactorily.

33.05 Reinstatement for Unjust Discharge

If, as a result of the grievance procedure, it is found that an employee has been discharged for unjust cause, that employee will be reinstated to her/his former position, or one of equal salary range, without loss of seniority or benefits, and shall be compensated by the University for all time lost retroactive to the date of discharge or suspension.

33.06 Disciplinary Action/Employee Files

Any written censures, letters of reprimand and adverse reports shall be removed from the employee's files and destroyed by the employee concerned in the presence of both parties after the expiration of twenty-four (24) months from the date it was issued, provided there has been no further infraction. The University agrees not to introduce as evidence in any hearing any document from any file of an employee, the existence of which the employee was unaware at the time of filing.

Any employee wishing to have her/his Performance Appraisal removed from her/his employee files (and destroyed by the employee concerned) after the expiration of 24 months from the date it was issued, shall have such request honoured provided that similar negative comments made in the Appraisal have not been repeated.

33.07 Notice of Resignation from the University

If an employee resigns, a **minimum of ten (10)** working days notice will be given in writing prior to the date of termination. In the event that ten (10) **or more** working days written notice is given, the employee will be entitled to her/his outstanding vacation entitlement. In the event that less than ten (10) working days written notice is given, the employee will be entitled to 4% of gross earnings less any actual vacation she/he has taken, unless that employee has served five (5) continuous years of employment with the University, in which case 6% of gross earnings less any actual vacation taken will be paid. Vacation entitlements banked from the previous year shall be paid at the employee's full rate. An employee may rescind her/his resignation, in writing, without penalty up to three (3) working days after giving notice.

33.08 Vacation Entitlements

In case of discharge or resignation, the employee shall receive all vacation entitlements and salary due to the date of termination, except as provided in Articles 33.05 and 33.07.

ARTICLE 34

EMPLOYMENT SECURITY

34.01 General

No provision of Article 34 shall be construed so as to prevent any employee from changing her/his status (continuing, seasonal, temporary, part-time or full-time), by applying for and receiving a posted vacancy.

34.02 Definitions

- (A) Layoff - An involuntary cessation of employment due to: lack of work; reduction in or discontinuation of a function or program; or a change in process or method of operation which diminished the total number of employees required to operate the department.
- (B) Recall - the calling back of a laid-off employee to fill a vacant position within the bargaining unit.
- (C) Internal Placement - the placement of an employee whose position has been discontinued into another position:
 - 1. of the same classification, or
 - 2. a lower classification for which the employee has the required qualifications.

34.03 Full-Time and Part-Time Employees

- (A) A part-time employee shall not be placed or recalled into a full-time position.
- (B) A full-time employee shall not be placed into a part-time position or recalled to a part-time position unless she/he has requested to be listed on the part-time employees' recall list.

34.04 Internal Placement and Recall - Continuing Employees

- (A) Notice

The University will give one (1) month's written notice or pay in lieu of notice of internal placement and layoff. Internal placement may take place if a position becomes available during the notice period.

Notice shall not coincide with the employee's vacation.

Subject to Articles 30.06 (E) and 7.02, if notice is given during the period an employee is on any approved leave of absence, the employee's internal placement rights will normally be deferred until the date the employee returns to work. However, if the employee notifies Human Resources in writing that she/he is prepared to begin the internal placement period during the leave of absence, the University will begin to send a copy of the job postings to the employee each week, and the internal placement period shall begin when the first job postings are received by the employee. The University will not send postings earlier than one month before the date the employee is scheduled to return to work. In the case of an employee returning to work from WCB leave, she/he shall be temporarily placed in a position with no loss of pay until the notice period expires.

- (B) (i) Internal Placement - During the period of notice, the employee on notice has the choice of internal placement into any vacancies occurring in her/his classification and any vacancies in lower classifications for which she/he has the necessary qualifications. In order to exercise her/his rights to these vacancies, the employee must notify the Human Resources Department in writing within seven days of publication of the job posting of a position into which she/he wishes to be placed. After the seven days have passed, the employee's right to internal placement into these vacancies is forfeited.

During the period of notice, employees may notify the Human Resources Department in writing of departments or Library divisions within which placements during the period of notice will not be accepted or that temporary placements will not be accepted. A part-time employee being laid off may notify the Human Resources Department in writing that she/he will not accept placement to positions which have more than 10% greater or more than 10% lesser hours per week than her/his current position. (For example, an employee who has been laid off from a 60% position may notify Human Resources that she/he will not be placed into a position that is either more than 70% part-time or less than 50% part-time.) In these cases, the Human Resources Department will not internally place the employees to such vacancies, and the employees will not forfeit seniority and recall rights by not having been placed into them.

If, within a year, a discontinued position is reinstated, the employee who was placed shall, upon request, be returned to that position. In this case, Article 22.08 (Orientation Period for Transfer and Promotion) shall not apply.

- (ii) During the period of notice, the Human Resources Department and the Union may agree that an employee will not be required to place into vacancies deemed unsuitable within her/his classification. In these cases, the employee will not forfeit displacement (bumping), seniority or recall rights.
- (C) Options - At the end of the notice period, the employee who has not been placed shall inform the Human Resources Department in writing of the option she/he has selected. Failure to select an option will result in the employee being placed on the recall list in accordance with 34.04(C)(iii) below.

If no vacancies in the employee's classification occurred during the notice period, the following options are available:

- displacing the junior continuing employee in the classification,
- termination of employment with severance pay,
- layoff with recall rights for twelve (12) months.

However, if vacancies in the employee's classification did occur during the notice period and were passed up by the employee, then the following options are available:

- termination of employment with severance pay;
- layoff with recall rights for twelve (12) months.

Selection of one option precludes selection of any other.

- (i) Displacing the junior continuing employee in the classification: the continuing employee with the least amount of seniority in the classification is laid-off and the employee selecting this option is placed in the resulting vacancy. **If the employee who elected to displace the junior continuing employee is unsuccessful in the placement according to the requirements of article 22.10 (B), then the employee will be provided layoff with recall rights for twelve (12) months in accordance with 34.04 (C) (iii) 2 through 13.**
- (ii) Termination of employment with severance pay: the employee may choose to terminate employment with the University, forfeiting all seniority, and to receive severance pay in addition to the one month's notice already received as follows:
 - for completed service of three (3) months but less than one (1) year two (2) weeks pay;
 - for completed service of one (1) year up to and including three (3) years - three (3) weeks pay;
 - for each additional completed year of service, commencing at four (4) years, an additional week of pay to a maximum of twelve (12) weeks pay after twelve (12) years of service.
 - calculation of pay shall be based on the employee's average weekly wage in the last two (2) months worked, exclusive of any overtime pay.
- (iii) Layoff with recall rights for twelve (12) months:
 1. The University will give long-service employees who elect to be laid off additional notice or pay in lieu of notice as follows:
 - employees who have completed five (5) years service will receive one (1) additional week;
 - employees who have completed six (6) years service will receive two (2) additional weeks;
 - employees who have completed seven (7) years service will receive three (3) additional weeks;
 - employees who have completed eight (8) or more years service will receive four (4) additional weeks.
 2. During the period of recall, the Human Resources Department and the Union may agree that an employee will not be required to place into vacancies deemed unsuitable within her/his classification. In these cases, the employee will not forfeit seniority or recall rights.
 3. At the time of layoff, employees may notify the Human Resources Department in writing of departments or Library divisions within which placements through recall will not be accepted or that temporary placements will not be accepted. A part-time employee being laid off may notify the Human Resources Department in writing, during the period of notice or recall, that she/he will not accept internal placement or recall to positions which have more than 10% greater or more than 10% lesser hours per week than her/his current position. (For example, an employee who has been laid off from a 60% position may notify Human Resources that she/he will not accept recall to a position that is either more than 70% part-time or less than 50% part-time). In these cases, the Human Resources Department will not internally place or recall the employees to such vacancies, and the employees will not forfeit seniority and recall rights by not having been placed into or recalled to them.
 4. It is the responsibility of the employee on recall to keep the Human Resources Department informed of her/his address and telephone number.
 5. The University will maintain recall lists for full-time and part-time employees on layoff. A copy of the current recall lists will be sent to the Union by the fifteenth (15th) day of each month.
 6. Laid-off employees shall be recalled from the recall list in order of seniority within classification, provided there is not a more senior employee on notice of internal placement.

7. Notice of recall shall normally be made by telephone. If no contact is made, notice shall be made by registered mail to the last address of the employee known by the University. The Union shall be notified by telephone of any recall.
8. Failure to acknowledge notice of recall within five (5) working days of recall or failure to report for work having been given at least ten (10) working days notice will result in forfeiture of seniority and recall rights.
9. If telephone recall to a position of ten (10) working days or less duration is not successful, an external applicant may be hired. In such case, the Union shall be notified immediately by telephone.
10. Recalled employees shall receive no less than their former salary plus any increments to which the employee has become entitled during the period on recall or by any change in the rate for that classification.
11. Employees recalled to a position other than that which they held prior to layoff shall be on an orientation period of three (3) months. If the employee finds the job unsatisfactory or is unable to meet the basic job requirements, she/he shall be returned to the recall list.
12. If, while awaiting recall, an employee chooses to apply for and obtains a position in another classification, she/he shall, upon request, remain on the recall list and shall be recalled, in turn, to a position in her/his original classification.
13. Part-time or full-time employees who have been laid off may, in addition to being listed on the recall lists, submit their names in writing to the Human Resources Department for work on an irregular basis. A copy of each request shall be sent to the Union office within five (5) working days of receipt of such request. Notice shall not apply to employees working under this section due to the short duration of each job.

34.05 Internal Placement and Recall - Sessional Employees

- (A) Notice - Sessional employees, at date of hire or recall, shall be assigned a termination date corresponding to the end of the appropriate session. Extensions beyond September in the case of summer sessional employees or beyond May in the case of winter sessional employees, or beyond an eight-month period in the case of admissions sessional employees in Student Services, may be granted only after agreement with the Union. The termination date serves as notice of layoff, and no other notice is required of the University. Sessional employees shall be laid off at termination date.

However, when positions are discontinued before the termination date, the University will give one (1) month's written notice of internal placement and layoff, unless less than one month remains in the appointment, in which case the employee will only receive notice up to the termination date. Internal placement may take place if a sessional position becomes available during the notice period. Notice shall not coincide with the employee's vacation.

In the event the University decides to discontinue a sessional position effective with the beginning of the following session, it shall inform the Union at the time the decision is made. In the case of Winter Sessional positions or admissions sessional positions in Student Services, this notice shall be given at least one (1) month prior to the beginning of the session.

- (B) (i) Internal Placement - During the period of notice, the employee on notice has the choice of internal placement into any sessional vacancies occurring in her/his classification and any sessional vacancies in lower classifications for which she/he has the necessary qualifications.
- In order to exercise her/his rights to these vacancies, the employee must notify the Human Resources Department in writing within seven (7) days of publication of the job posting of a position in which she/he wishes to be placed. After the seven days have passed, the employee's right to internal placement into these vacancies is forfeited.
- (ii) During the period of notice, the Human Resources Department and the Union may agree that an employee will not be required to place into vacancies deemed unsuitable within her/his classification. In these cases, the employee will not forfeit seniority or recall rights
- (C) Options - At the end of the notice period, the employee who has not been placed shall inform the Human Resources Department in writing of the option she/he has selected. Failure to select an option will result in the employee being placed on the recall list in accordance with 34.05(C)(iii) below.

If no vacancies in the employee's classification occurred during the notice period, the following options are available:

- displacing the junior sessional employee in the classification;
- termination of employment with severance pay;
- layoff with recall rights for sessional vacancies during the same session or sessional vacancies in the next such session, total duration of recall not to exceed twelve (12) months.

However, if vacancies in the employee's classification did occur during the notice period and were passed up by the employee, then the following options are available:

- termination of employment with severance pay;
- layoff with recall rights for sessional vacancies during the same session or sessional vacancies in the next such session, total duration of recall rights not to exceed twelve (12) months.

Selection of one option precludes selection of any other.

- (i) Displacing the junior sessional employee in the classification: the sessional employee with the least amount of seniority in the classification is laid-off and the employee selecting this option is placed into the resulting vacancy. **If the employee who elected to displace the junior sessional employee is unsuccessful in the placement according to the requirements of article 22.10 (B), then the employee will be provided layoff with recall rights for twelve (12) months in accordance with 34.05 (C) (iii) 2 through 13.**
- (ii) Termination of employment with severance pay: the employee may choose to terminate employment with the University, forfeiting all seniority, and receive severance pay in addition to the one month's notice already served as follows:
 - for completed service of three (3) months but less than one (1) year - two (2) weeks pay;
 - for completed service of one (1) year up to and including three (3) years - three (3) weeks pay;
 - for each additional completed year of service, commencing at four (4) years, an additional week of pay to a maximum of twelve (12) weeks pay after twelve (12) years service.
 - calculation of pay shall be based on the employee's average weekly wage in the last two (2) months worked, exclusive of any overtime pay.
- (iii) Layoff with recall rights for sessional vacancies in the same session or vacancies in the next such session, total duration of recall not to exceed twelve months:
 1. The University will give long-service employees who elect to be laid off additional notice or pay in lieu of notice as follows:
 - employees who have completed five (5) years service will receive one (1) additional week;
 - employees who have completed six (6) years service will receive two (2) additional weeks;
 - employees who have completed seven (7) years service will receive three (3) additional weeks;
 - employees who have completed eight (8) or more years service will receive four (4) additional weeks.
 2. During the period of recall, the Human Resources Department and the Union may agree that an employee will not be required to place into vacancies deemed unsuitable within her/his classification. In these cases, the employee will not forfeit seniority or recall rights.
 3. At the time of layoff, employees may notify the Human Resources Department in writing of departments or Library divisions within which placements through recall will not be accepted or that temporary placements will not be accepted. In these cases, the Human Resources Department will not recall the employees to such vacancies, and the employees will not forfeit seniority and recall rights by not having been recalled to them.
 4. Laid off employees shall be recalled from the recall list in order of seniority within classification, provided there is not a more senior sessional employee on notice of internal placement.
 5. It is the responsibility of the employee on recall to keep the Human Resources Department informed of her/his address and telephone number.
 6. The University will maintain recall lists for full-time and part-time employees on layoff. A copy of the current recall lists will be sent to the Union by the fifteenth (15th) of each month.
 7. Notice of recall shall normally be made by telephone. If no contact is made, notice shall be made by registered mail to the last address of the employee known by the University. The Union shall be notified by telephone of any recall.
 8. Failure to acknowledge notice of recall within five (5) working days of recall or failure to report for work having been given at least ten (10) working days notice will result in forfeiture of seniority and recall rights.
 9. If telephone recall to a position of ten (10) working days or less duration is not successful, an external applicant may be hired. In such case, the Union shall be notified immediately by telephone.
 10. At the beginning of their session, sessional employees shall be recalled on the basis of seniority if they have not accepted a continuing position that begins during that session. Eligible sessional employees shall be recalled to their original positions, providing they have

sufficient seniority. In the event an employee's former position has been discontinued, she/he shall be recalled to another vacant position in the same classification. Sessional employees not recalled as a result of insufficient seniority shall remain on the recall list.

11. Recalled employees shall receive no less than their former salary plus any increments to which they have become entitled during the period on recall or by any change in rate for that classification.
12. Employees recalled to a position other than that which they held prior to layoff shall be on an orientation period of three (3) months. If the employee finds the job unsatisfactory or is unable to meet the basic job requirements, she/he shall be returned to the recall list.
13. Sessional employees who have been laid-off may, in addition to being listed on the sessional recall list, submit their names to the Human Resources Department for work on an irregular basis. A copy of each request shall be sent to the Union office within five (5) working days of receipt of such request. Notice shall not apply to employees working under this section due to the short duration of each job.

34.06 Internal Placement and Recall - Temporary Employees

- (A) Notice - A temporary employee shall, at date of hire or recall, be assigned a termination date which is normally less than three (3) calendar months from date of hire or recall, except by mutual agreement of the parties or to fill vacancies resulting from leaves of absence or maternity leaves where such positions cannot be filled through temporary promotion. The termination date serves as notice of layoff and no other notice is required of the University. Temporary employees shall be laid off at termination date. However, when the position of a temporary employee is discontinued before the termination date, the University will give the temporary employee two (2) weeks notice or two weeks pay in lieu of notice, unless less than two (2) weeks remain in the appointment, in which case the employee will only receive notice up to the termination date.

- (B) Recall - The University will maintain recall lists for temporary employees on layoff. A copy of the current recall lists will be sent to the Union by the fifteenth (15th) of each month.

When a temporary employee reaches her/his termination date and no temporary vacancy is available, the employee shall be laid off and placed on the recall list.

At the end of each assignment, temporary employees shall be recalled in order of seniority to temporary assignments within their classifications provided they meet the qualification requirements of the positions.

Employees who are hired directly by a department for an assignment of less than three months (**including any mutually agreed extensions or re-appointments to the same position**) will not be eligible at the end of the assignment to be recalled to UBC Staff Finders.

Employees who are hired directly by a department to fill vacancies of three (3) months or more will at the end of their assignment be eligible for right of recall to UBC Staff Finders as a Human Resources Administration Clerk 1. If a temporary employee refuses recall to UBC Staff Finders they will lose their seniority rights.

ARTICLE 35

GRIEVANCE AND ARBITRATION PROCEDURE

35.01 Grievance Committee and Labour Committee

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

The Union shall maintain a Grievance Committee, comprising members of the local, one member of which shall be designated as Chairperson. The Union shall, at all times, keep the University informed as to the individual membership of the committee.

The Grievance Committee or its representative shall, as the occasion warrants, meet with the Labour Committee or its representative for the purpose of discussing and negotiating a settlement of any grievance arising between the University and an employee or any dispute arising between the University and the Union.

35.02 Definition of Grievance

For the purpose of this Agreement, grievance shall mean any difference or dispute arising between the parties to this Agreement concerning the interpretation, application, administration, operation or alleged violation of this collective agreement, including any question as to whether a matter is arbitrable, whether between the University and any employee bound by this Agreement or between the University and the Union. Such question or difference shall be settled conclusively in the following manner, except that,

- (A) a grievance involving more than one employee within a department, or a vacation scheduling request, or a grievance arising out of Article 8.03 shall go directly to Step 2;
- (B) a policy grievance, a grievance involving harassment (9.04), a grievance of discharge or suspension, a grievance involving technological, automation and other changes (19), a grievance involving placement (22.10), a reclassification request, or a grievance involving more than one department shall go directly to Step 3.

35.03 Grievance Procedure

All grievances, except those which begin at Step 3, must be initiated within thirty (30) calendar days of occurrence of the action being grieved, or from first knowledge of grounds for a grievance.

- (A) Step 1:
An employee who has a grievance shall first go to her/his supervisor or designate. The employee must be accompanied or represented by her/his steward or other Union representative. The supervisor shall be given an opportunity to answer the complaint verbally.
- Failing resolution, the grievor and her/his steward shall present the grievance to the supervisor in writing. After receipt of a written grievance the supervisor shall have five (5) working days in which to present her/his written reply to the steward. Failing settlement, the grievance shall be processed to the next step within the five (5) working days following either receipt of the supervisor's reply or expiry of the above time limit, whichever comes first.
- If the supervisor is the department head, Step 2 shall be omitted and the grievance with the supervisor's written reply shall proceed directly to Step 3.
- (B) Step 2:
Step 2 shall commence upon presentation of the grievance to the department head or designate. The department head shall meet with the grievor, the steward and the division steward (or other union representative) in an effort to resolve the grievance. Within five (5) working days after commencement of this step, the department head shall deliver her/his written reply to the steward. Failing settlement, the grievance shall be processed to the next step within the ten (10) working days following either receipt of the department head's reply, or expiry of the above time limit, whichever comes first.
- (C) Step 3:
Upon notification of the University Labour Committee by the Union Grievance Committee of its intention to proceed to Step 3, the parties will have thirty (30) calendar days in which to meet and attempt to resolve the grievance. Following this meeting, the University will have ten (10) working days to respond in writing to the grievance. From receipt of this University response, the Union will have ten (10) working days to signify in writing its intention to invoke the arbitration procedure as set out in Article 35.04.
- (D) Absence from Work
By arrangement with her/his supervisor, an employee shall be permitted the necessary time off without loss of pay and benefits to attend to the adjustment of a grievance and may be present at any step in the grievance or arbitration procedure if so requested by either party.

35.04 Arbitration

- (A) If arbitration was invoked in accordance with Step 3 of the Grievance Procedure, then the grieving party may refer the difference to arbitration for final and binding settlement. When such a referral is made, the parties will agree on a single arbitrator within five (5) working days after an unsuccessful discussion. Failing agreement, either party may request the Minister of Labour to make the appointment.
- (B) The parties shall make every effort to ensure the speedy dispatch of arbitration cases.
- (C) The Arbitrator shall issue her/his award within thirty (30) working days of the conclusion of the hearing. If the arbitrator fails to deliver a decision within this time limit, the parties shall make an immediate joint request to the arbitrator for prompt delivery of a decision.
- (D) The Arbitrator shall conclusively settle the dispute, and her/his decision shall be binding on both parties.
- (E) Both parties to the Arbitration shall pay for all their own expenses and one-half of the expenses of the Arbitrator.
- (F) The Arbitrator shall not make any award or decision contrary to the conditions or articles of this Agreement, or in amendment to this Agreement.

35.05 Time Limits

The time limits prescribed for the performance of any act in this Article may be extended by mutual consent of the parties and it is understood that all periods prescribed fall within the working week.

35.06 Previous Collective Agreements

All grievances which, at the date of signing of this Collective Agreement, are in process under the Grievance Procedure set out in a previous Collective Agreement, shall continue to be processed without interruption under the terms of said Grievance Procedure, with the understanding that such grievances continue to be grievances of alleged violations of such previous Collective Agreement.