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COLLECTIVE AGREEMENT

EFFECTIVE: *April 1, 2005 to March 31, 2010*

BETWEEN: THOMPSON RIVERS UNIVERSITY

(hereinafter called the "Employer")

PARTY OF THE FIRST PART

AND: The CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 900, chartered by the Canadian Union
of Public Employees and affiliated with the
Canadian Labour Congress

(hereinafter called the "Union")

PARTY OF THE SECOND PART

ARTICLE 1: PREAMBLE

a) WHEREAS it is the desire of both parties to this Agreement:

1. To promote harmonious relations and settled conditions of employment between the Employer and the Union.
2. To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, hours of work and scale of wages, etc.
3. To encourage efficiency in operation.
4. To promote the morale, well being, security, education and growth of all employees in the bargaining unit of the Union.

b) Future Legislation

In the event that any future legislation renders null and void or materially alters any provision of this Agreement, the parties will negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.

c) Conflict with Policies

Every reasonable effort will be made to harmonize employer policies with the provisions of this Agreement. In the event of a conflict between the contents of this Agreement and any policies made by the employer, the terms of this Agreement will prevail.

AND WHEREAS, it is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in an agreement;

NOW THEREFORE, the parties agree as follows:

ARTICLE 2: RECOGNITION AND NEGOTIATIONS AND EMPLOYER RIGHTS**(a) Recognition and Negotiations**

The Employer or anyone authorized to act on its behalf recognizes the Union as the sole collective bargaining agency for its employees classified and covered by this Agreement and hereby consents and agrees to negotiate with the Union or anyone authorized to act on behalf of the Union, in any and all matters covered by this Agreement affecting the relationship between the parties to this Agreement looking forward to a peaceful and amicable settlement of any differences that may arise between them.

The Employer agrees that supervisory or managerial employees or other employees of the Employer who are not in the bargaining unit for which C.U.P.E. Local 900 is certified will not perform work that is normally performed by employees covered by this Agreement except in cases of emergency or when instructing employees.

The bargaining unit shall comprise all employees included in the bargaining unit as described in the certificate issued by the Labour Relations Board of British Columbia, except positions excluded by mutual agreement between the parties or excluded by the Labour Relations Board of British Columbia.

The question of inclusion or exclusion of a new position created by the employer will be negotiated with the union prior to any posting of the position. In the event the parties cannot agree, the question of inclusion or exclusion may be referred to the relevant labour relations legislation. Where the parties fail to agree and pending a decision from the relevant body administering the labour relations legislation, the position may be filled and worked.

The Employer will provide the Union with a copy of the organization chart for the immediate branch or program where the position is located, a copy of the position's job description and a copy of the job description for the position which supervises the position in question.

If an existing position is changed, such that the Union has concerns about its status, the information as described above will be supplied upon request. In the event the parties cannot agree, the question of inclusion or exclusion may be referred to the relevant labour relations legislation. Where the parties fail to agree and pending a decision from the relevant body administering the labour relations legislation, the position may be filled and worked in jurisdiction in which the position is currently contained.

Letter of Agreement regarding Exclusions mediated with Vince Ready shall be preserved.

(b) Employer Rights

The Union recognizes the right of the Employer to operate and manage its business in accordance with its commitments and responsibilities and to make and alter from time to time rules and regulations to be observed by employees, which rules and regulations shall not be contrary to any provisions to this Agreement.

The Employer shall always have the right to hire, transfer, discipline, demote and discharge employees for proper cause subject to the provisions of this Agreement and the Union's right to institute grievance procedure.

(c) No Other Agreement

No employee shall be required or permitted to make any written or verbal agreement with the Employer or his/her representative which may conflict with the terms of the Collective Agreement.

ARTICLE 3: NO DISCRIMINATION OR HARASSMENT

(a) The Employer, its servants and agents agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge or otherwise by reason of age, race, creed, colour, national origin, sexual orientation, political or religious affiliation, sex, marital or parental status, place of residence, disability provided there is a reasonable expectation to be capable of performing the duties of the position nor by reason of his/her membership or activity in a labour union and the employees shall at all times and in like manner act in good faith toward the Employer.

(b) Nondiscrimination

1. The Employer and the Union agree to cooperate in formulating and implementing a program designed to ensure equal employment opportunity for all employees.

2. To this end, an Employment Equity Committee shall be established to review evidence of differential treatment of employees and to recommend the necessary measures for eliminating such practices.

(c) Both parties agree that the work environment shall be free from sexual or personal harassment. Therefore, the Union and the Employer agree to cooperate in resolving any complaints in the following manner:

1. Sexual and personal harassment complaints may be processed as per the Harassment and Discrimination Policy of the University or may be filed as a grievance at Step 3, and will be handled with dispatch and confidentiality.

ARTICLE 4: UNION SECURITY

Every employee who is now or hereafter becomes a member of the Union shall maintain his/her membership in the Union as a condition of his/her employment, and every new employee whose employment commences hereafter shall, within thirty (30) days after the commencement of his/her employment, become a member of the Union as a condition of his/her employment.

ARTICLE 5: CHECKOFF OF UNION DUES

The Employer agrees to the compulsory check off of all Union dues as a condition of employment. Said dues to be paid and deducted bi-weekly and forwarded to the Union Secretary monthly with a list of those paying dues and the amount each pays, and their hourly rate of pay.

ARTICLE 5.01: CHECK-OFF PAYMENTS

The Employer shall deduct from every employee any dues, initiation fees or assessments levied by the Union on its members.

ARTICLE 5.02: DEDUCTIONS

Deductions shall be forwarded in one cheque to the Treasurer of the Union not later than the tenth (10th) day of the following month for which the dues were levied. The cheque shall be accompanied by a list of the names, classifications and social insurance numbers of employees from whose wages the deductions have been made.

The Union will be provided monthly with a list of additions to and deletions from the check-off list.

ARTICLE 5.03: CORRESPONDENCE

The Employer will provide to the Unit Chairperson and the CUPE Local 900 office, a copy of the following correspondence: discipline, job placement, salary adjustments, hours of work [15(e)], layoff, change in employee status i.e. auxiliary to ongoing, graduated work return, recall and all correspondence relating to Union members regarding the Collective Agreement.

The Employer agrees to provide an annual update of addresses to the Union.

ARTICLE 5.04: OFFICE ACCOMMODATION

UCC will provide CUPE Local 900 with reasonable office accommodation on the premises in order to conduct union business.

ARTICLE 6: THE EMPLOYER SHALL ACQUAINT NEW EMPLOYEES

- (a) The Employer agrees to acquaint new employees with the fact that an agreement between the parties is in effect, and with the conditions of employment set out in Articles 4 and 5 dealing with Union Security and Dues Check off. The Union shall provide to the Employer a package of information to be handed out to all new employees at the time of hiring. All employees will be introduced to a Shop Steward or a Union representative.

- (b) New employees shall be presented with a copy of the Agreement, an Application for Union Membership and Union dues check off card. The dues check off card and the Union membership card to be signed and turned back to the Employer immediately.
- (c) New employees shall be informed of their regular working schedule by the appropriate supervisor.

ARTICLE 7: LABOUR MANAGEMENT NEGOTIATIONS

(a) Bargaining Committee

A Bargaining Committee shall be appointed and consist of not more than five (5) members of the Employer as appointees of the Employer, and not more than five (5) members of the Union as appointees of the Union. The Union will advise the Employer of the Union nominees to the Committee. The Employer will advise the Union of its nominees to the Committee.

(b) Additional Representatives

Each party to this Agreement shall have the right to have the assistance of a representative when dealing or negotiating with the other party.

(c) Meeting of Committee

In the event of either party wishing to call a meeting of the Committee, the meeting shall be held at a time and place fixed by mutual agreement, however, such meeting to be held not later than ten (10) days after request has been given unless varied by mutual consent.

(d) Function of Bargaining Committee

All matters of mutual concern pertaining to rates of pay, hours of work, working conditions, collective bargaining, etc., shall be referred to the Bargaining Committee for discussion and settlement.

(e) Time Off for Meetings

Any representative of the Union on the Bargaining Committee, or his/her alternate, who is in the employ of the Employer, shall have the privilege of attending meetings of the Committee held within working hours without loss of remuneration, provided that the President or his/her designate has prior notice.

ARTICLE 7.01: LABOUR-MANAGEMENT COMMITTEE TERMS OF REFERENCE**(a) Purpose**

Recognizing that the basis of good labour relations rests upon effective communication and cooperation within the organization the parties agree to participate on a Labour-Management Committee (LMC) the purpose of which is to promote open dialogue and to deal with issues before they become grievances.

(b) Functions

- a] To promote improved communications, mutual respect and understanding between the parties.
- b] To promote understanding between the parties at UCC and to create and maintain harmonious relations.
- c] To explore and recommend new procedures and policies for improving work methods, conditions of work, and staff development.
- d] To preview proposed operational changes, whenever possible.
- e] To deal with issues before they become grievances wherever possible.

(c) Membership

The committee will consist of five (5) members of management and five (5) members of the union. Ideally, representatives serve for a period of at least one year. Representatives can be re-elected/re-appointed as desired.

(d) Guests

Upon mutual agreement, the committee may provide for the attendance of guests who can expand on/or clarify current issues. Issue to be discussed will be moved to the beginning of the agenda to allow guest(s) to speak to the matter first and then leave the meeting.

(e) Officers

The officers shall consist of a chairperson from each party and a recording secretary. The chairperson of the committee shall alternate within the committee. The recording secretary shall be responsible for the preparation and distribution of agenda, minutes and all relevant correspondence. The minutes of all meetings will be prepared within two (2) weeks and must be signed by the chairpersons prior to distribution. Minutes will be copied to the President and Unit Chairperson.

(f) Agenda

Agenda items will be submitted to the chairpersons ten days prior to the meeting. An agenda will be prepared and circulated to members of the committee five (5) days prior to the meeting. The committee will establish the agenda.

(g) Meetings

The committee will meet monthly, or more often if mutually agreed. Meetings shall not normally exceed two (2) hours.

(h) Quorum

There must be three (3) LMC representatives from each party in attendance to establish a quorum. The meeting will not proceed without a quorum.

(i) Terms of Reference

These Terms of Reference may be amended by mutual agreement. The Committee has no mandate or authority to change any terms of the existing Collective Agreement. The LMC is a forum for discussion and recommendations.

ARTICLE 7.02: REPRESENTATION

No employee or group of employees shall undertake to represent the Union at meetings with the Employer unless the Employer has been notified, in writing, of the appointment of such employee to the Union Executive or Shop Steward and other appointed or elected representatives from the Union.

ARTICLE 7.03: POLICY MANUAL

The Employer will provide a copy of the Policy Manual and updates to the CUPE Local 900 office.

ARTICLE 7.04: COPIES OF RESOLUTIONS

Copies of all public resolutions adopted by the Board will be available by electronic mail and in all Policy Centres.

ARTICLE 8: DEFINITION OF EMPLOYEES

(a) Full-time Employees

Are those employees who are normally scheduled to work thirty-five (35) hours per week.

(b) Part-time Employees

Are those employees who are normally scheduled to work less than thirty-five (35) hours per week.

(c) Ongoing Employees

May be full-time or part-time, and are covered by all of the provisions of this Agreement.

(d) Ongoing Employees (Specified Term)/ who work less than 12 months

1. These employees will receive written notice stating start date and end date of the term of employment.
2. If the end date is to be extended, they will receive ten (10) days notice of such change.
3. Employees who wish to be considered for auxiliary work during their non-working period may place themselves on the auxiliary list and they will be called for auxiliary work as their seniority and qualifications provide.

(e) Auxiliary Employees

Auxiliary employees are those employees who are hired for a period of time not to exceed 560 hours. Auxiliary employees may be full-time or part-time.

Auxiliary employees are excluded from the provisions of the following Articles in this Agreement.

Article 9 Seniority

Article 10 (b) Notice of layoff subject to the exception set out in Letter of Agreement H, item 5

Article 10 (c) Layoff and rehiring procedure

Article 10 (d) Severance or recall option

Article 10 (e) Severance

Article 10 (f) Recall

Article 19 Vacations

Article 20 (c) Family Illness

Article 20 (e) Sick Leave Without Pay

Article 20 (f) Sick Leave Records

Article 20 (g) Accrued Sick Leave

Article 22 (a) for Union Business

Article 22 (b) Bonafide Union Functions

Article 22 (e) Jury and Court Duty

Article 22 (f) Leave for Union Officers and Public Service

Article 22 (g) General Leave
Article 22 (k) Education Course Subsidies
Article 22 (l) Exchange
Article 23 (b) Vacation Pay
Article 23 (c) Pay During Ongoing and Temporary Transfers
Article 29 (a) Medical Services Plans
Article 29 (b) Extended Health Benefit Plan
Article 29 (c) Dental Plan
Article 29 (f) Long Term Disability
Article 29 (g) Group Life Insurance, Accidental Death and Dismemberment
Article 29 (h) Employee Assistance Program
Article 29 (i) Relocation Allowance

Auxiliary employees who are appointed to one or more position(s) in the same or different area(s) of the University College who accumulate 560 hours shall, from the date that 560 hours has been accumulated, be excluded from the provisions of the following Articles in this Agreement:

Article 10 (b) Notice of Layoff subject to the exception set out in Letter of Agreement H, item 5.
Article 10 (c) Layoff and Rehiring Procedures
Article 10 (d) Severance or Recall Option
Article 10 (e) Severance
Article 20 (g) Accrued Sick Leave
Article 22 (e) Jury and Court Duty
Article 22 (f) Leave for Union Officers and Public Service
Article 22 (g) General Leave
Article 22 (j) Short-Term Assisted Leave
Article 22 (k) Education Course Subsidies
Article 22 (l) Exchange
Article 23 (b) Vacation Pay unless four (4) weeks notice is provided
Article 29 (i) Relocation Allowance

Auxiliary employees will be given credit for previously earned seniority, if they are appointed to an ongoing position within six (6) months of expiration of their last period of employment.

- (f) Change of Status
- 1) At any time, an employee who is in an ongoing position (ongoing employee) shall have the right to change their status from an ongoing employee to an ongoing status employee (employee has status but does not have an ongoing position).
 - 2) An employee who changes their status relinquishes any and all rights to their ongoing position.
 - 3) An employee who changes their status will be placed on the auxiliary list and offered work according to their seniority.

- 4) An employee who changes their status shall have all the same rights and benefits as every other ongoing status employee.
- 5) An employee who changes their status and who wants to again become an ongoing employee can only do so by being the successful applicant for an ongoing posting.
- 6) Change of status does not affect, in any way, an employee's accrued vacation, banked time or sick leave.
- (g) Student Employees

Are those employees who are enrolled in at least 60% of a full course load at UCC. Student employees will not be hired at the student rate in a relief capacity. Student employees shall not work more than twenty (20) hours per week except during periods of summer employment.

Student employees are excluded from the provisions of the following Articles in the Collective Agreement:

Article 9 Seniority
Article 10 Layoff, Severance and Recall
Article 11 (c) Trial Period
Article 11 (d) Result of Trial Period
Article 15 Hours of Work
Article 16 (a) Overtime Defined #3, #4, & #5
Article 16 (b) Overtime During Layoffs
Article 16 (c) Minimum Call-Back Time
Article 17 Differential Pay & Allowances
Article 18 Holidays
Article 19 Vacations
Article 20 Sick Leave Provisions
Article 21 Temporary Disablement
Article 22 Leave of Absence
Article 23 (b) Vacation Pay
Article 23 (c) Pay During Ongoing and Temporary Transfers
Article 24 Job Evaluations
Article 25 Performance Evaluation
Article 27 Technological Change
Article 29 Benefits
Article 31 Subcontracting

The rate of pay for student employees is \$8.25

The rate of pay for CUPE Student employees will increase by \$0.25/hr, annually on April 1, 2006, April 1, 2007, April 1, 2008, April 1, 2009.

(h) Co-operative Education Students

1. This will apply to students registered in a recognized Co-operative Education Program at a participating post-secondary institution, with preference given to University College of the Cariboo students.
2. The Co-operative Education student employees shall be paid in accordance with the following salary rates:
 - a. Co-operative Education Term 1 (first 4 months of work term) - 60% of job rate of job performed.
 - b. Co-operative Education Term 2 (second 4 months of work term) - 70% of job rate of job performed.
 - c. Co-operative Education Term 3 (third 4 months of work term) - 80% of job rate of job performed.
3. The parties agree that Co-operative Education students employed and paid under this Letter of Understanding will be auxiliary employees as defined by Clause 8(d), exclusive of the Schedule "A" provision.
4. The employment of Co-operative Education students will not reduce established staff complements in the organization nor will auxiliary employees be displaced by Co-operative Education student employees.
5. No Co-operative Education student employee will be employed when regular employees are on layoff who have the qualifications and experience to perform the work.
6. The normal hours of work for Co-operative Education student employees will be seven (7) hours per day and thirty-five (35) hours per week unless otherwise varied by mutual agreement between the parties provided that each two-week period does not exceed seventy (70) hours.

ARTICLE 9: SENIORITY(a) Seniority Defined

Seniority is defined as the total length of service in the bargaining unit as an employee, regardless of occupational change. Seniority shall be used as one of the factors in determining preference or priority for promotion, transfer, layoff, recall and eligibility for assisted leave. Seniority shall operate on a bargaining-unit-wide basis.

(b) Eligibility for Seniority

1. All employees are eligible to accrue seniority. Seniority for ongoing employees shall be the date of hire.
2. When an auxiliary employee successfully attains ongoing status by virtue of being successful in a job posting, the University College will credit the employee the hours worked as an auxiliary employee and backdate the seniority date the appropriate number of days. This clause is effective July 1, 1992 and will not be retroactive.
3. When an auxiliary employee accumulates 560 hours worked, they will attain ongoing status and their seniority date shall be established by crediting the employee one day seniority for each day worked to July 1, 1992.

(c) Accrual of Seniority

After completion of 455 hours of service, seniority shall accrue from the first hour of employment within the bargaining unit, and shall continue to accrue as follows:

1. when an employee is participating in a legal work stoppage;
2. for one (1) year for sickness or Workers' Compensation;
3. for the first one (1) year of leave under the following provisions of Article 22 of this Agreement:
 - Article 22(a) For Union Business
 - Article 22(b) Bonafide Union Functions
 - Article 22(c) Bereavement Leave
 - Article 22(d) Compassionate Leave
 - Article 22(e) Jury and Court Duty
 - Article 22(f) Leave For Union Officers and Public Service
 - Article 22(h) Parental Leave
 - Article 22(g) General Leave
 - Article 22(i) 1. Attendance at Courses Required by Employer
 - Article 22(i)2. Attendance at Courses requested by Employee

Article 22(i)3. Travel and Work on Behalf of Employer
Article 22(j) Short-Term Assisted Leave
Article 22(n) Deferred Salary Leave Plan

4. when an employee is on vacation.
5. for up to five (5) years while in receipt of long term disability benefits.

(d) Loss of Seniority

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

1. he/she is discharged for just cause and is not reinstated;
2. he/she resigns;
3. he/she takes severance from employment with the University College;
4. he/she fails to return to work within fifteen (15) working days following notification of recall and after receiving notice by registered mail to do so, unless through sickness or other just cause. Laid off employees engaged in alternate employment and who are recalled shall be permitted to give their current employer reasonable notice of termination to accept the recall.
5. he/she has been laid-off continuously for a period in excess of twelve (12) consecutive months.

(e) Seniority List

The Employer shall maintain an up-to-date seniority list. The list, effective December 31, shall be sent to the Union and posted on all bulletin boards in January of each year. Amended lists will only be issued upon application by the Union.

(f) Probationary Employees

Employees newly hired into a continuing position shall be considered as probationary for the first 560 hours of employment. Probationary employees may be terminated at any time during this period at the discretion of the Employer provided such discretion is applied in a fair and reasonable manner.

Notwithstanding articles in the Collective Agreement pertaining to probation period, ongoing employees shall not be eligible to apply for another ongoing posted position within their initial probation period, except by mutual agreement of the employer and the union.

ARTICLE 10: LAYOFF, SEVERANCE AND RECALL(a) Layoff Defined

A layoff is an elimination of a position or a reduction of hours within a position for an employee. In the case of reduction in hours in a position, the incumbent may accept the reduction in hours and remain in the position or exercise Article 10. The incumbent will receive written notice of layoff as provided in Article 10.

(b) Notice of Layoff

The Employer will provide written notice of layoff to an affected employee according to length of service. The notice period will be one (1) month for every completed six (6) months of employment, up to a maximum of four (4) months notice.

(c) Layoff and Rehiring Procedures

1. Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, within ten (10) working days the Employer, the Union and the employee identified for layoff shall together review all existing jobs, at the equivalent or lower classifications, and the Seniority List.

The laid-off employee shall then have the option of either leaving the University College or displacing the most junior employee in the equivalent classification, provided the laid-off employee can meet the qualifications for the position within a three (3) month period. If there is no junior employee in the equivalent classification, or no suitable position, displacement may take place within the next lowest classification. This process may continue until a suitable position is found, or the parties mutually agree on an alternative. Employees displaced by this process will be identified for layoff.

An employee can be offered part-time or term positions or positions at other communities, but the employee is not required to accept these positions.

2. If, in exercising their bumping rights, an employee is unsatisfactory in their three (3) month trial period or there are extenuating circumstances that result in an unacceptable placement, the following may occur:
 - (i) the employee may bump again
 - (ii) the other staff affected from the prior bump can return to their former position or remain in their new job.

(d) Severance or Recall Option

An employee who opts under clause (c) to leave the University College, will elect for either severance under clause (e) or recall under clause (f) by providing written notice to the President before the expiry of the notice period.

(e) Severance

Severance pay shall be a lump sum payment equivalent to one (1) week of pay at the regular rate for the position last occupied, for every completed year of service, to a maximum of twelve (12) weeks severance pay. By electing severance pay, an employee severs his/her relationship with the University College, thereby forfeiting seniority and eligibility for recall. Severance pay will be paid to the employee within forty-eight (48) hours of the last shift worked.

(f) Recall

An employee with five or less years of seniority who opts for recall shall be eligible for recall for a period of one year following expiry of the notice period. Recall rights are extended by one month for each completed year of service over five (5) to a maximum of twenty-four (24) months.

Recall will be in order of seniority, provided the employee possesses the present qualifications, abilities and skills, as determined by the University, to perform the functions of the vacant position.

An ongoing employee on layoff may elect to be recalled for vacant temporary positions. Employees on layoff who choose to accept temporary positions shall be recalled for an ongoing position if qualified and if they are senior in service amongst laid off employees. Such recalls do not affect the recall provisions to an ongoing position. Ongoing employees on lay-off who elect recall for vacant temporary positions will get preference over temporary employees, provided they possess the requisite qualifications and skills.

If an ongoing vacancy occurs while an employee is on recall or is working the notice period, the posting provision is waived and the position will be offered to the most senior fully qualified ongoing employee among those on the recall list or those working the notice period. Where the position for which the employee is recalled is an ongoing position (full or part-time), the Employer will notify the employee first by telephone. If the Employer cannot reach the employee by telephone, a notice of recall will be sent by registered mail. It is up to the employee to maintain a current address with the employer. Acceptance or rejection of the ongoing position must be received, in writing, by the Employer, within ten (10) working days of receipt of notification. Otherwise, failure to respond within the time-frame will result in the employee being severed from employment with the University.

Auxiliary employees who have accumulated 560 hours who are laid off will be recalled for vacant temporary positions in the order of seniority, provided they are capable of performing the work.

The Employer will pay the full premium of the medical plan for the first three (3) months of the recall period. The employee on recall may elect to continue his/her coverage for the remaining months at their own expense.

If the recall period has elapsed and the employee has not been recalled for an ongoing position the employee will lose their seniority and their relationship with the Employer is severed.

(g) Employer Commitments

It is agreed that the institution will make every reasonable attempt to minimize the impact of funding shortfalls and reduction on the work force.

Subject to budgetary constraints and the amount of funding available for labour adjustment costs; fairness, flexibility and employee choice will prevail in the implementation of labour force adjustment strategies as approved by the institution.

It is incumbent upon the institution to communicate effectively with its employees and the Union as soon as the impact of any funding reduction or shortfall or profile change has been assessed.

If a workload reduction is necessary, the Joint Labour Management or Joint Adjustment Committee will canvas employees in a targeted area or other areas over a fourteen (14) day period, or such longer time as the committee agrees, to find volunteer solutions that provide as many viable options as possible and minimize potential layoffs.

(h) Menu of Labour Adjustment Strategies

To minimize layoffs, the following menu of labour force adjustment strategies will be considered and whenever reasonably possible, offered by the institution at the appropriate time in the employee reduction process set out in the Collective Agreement.

- Job Sharing.
- Reduced hours of work through partial leaves.
- Transfer to other areas within the bargaining unit subject to available work and meeting qualifications, with minimal training required.
- Paid and unpaid leaves of absence for use to seek alternate employment, retirement adjustment, retraining, etc.
- Voluntary severance.
- Purchasing past pensionable service. If permissible the employer will match a minimum of three years contributions to the Municipal Pension Plan where an employee opts for early retirement.
- Early retirement incentives.
- Agreed secondment.
- Trial retirement.
- Continuation of health and welfare benefits.
- Combinations and variations of the above or other alternatives.

(i) Layoffs May Occur

Once strategies other than layoff have been explored, the institution may proceed, if need be, to layoffs following the process provided for in Article 10 of this Agreement.

(j) No Stacking of Entitlements

While various options may be considered and offered, there will be no stacking of entitlements.

(k) Labour Adjustment Fund

The parties agree to submit a written request to the appropriate government ministry(s) for funds to implement labour adjustment strategies.

ARTICLE 11: FILLING OF VACANT POSITIONS

(a) Job Postings

When a position of four (4) months duration or longer in the bargaining unit is vacant or newly created, the Employer shall provide the Unit Chairperson with a copy of the Job Posting and post notice of the position on the Employer's designated bulletin boards for a minimum of ten (10) working days in order that all members will know about the position and be able to make written application. The posting shall indicate that the position is open to both male and female applicants and shall contain the following information: Nature of position, qualifications required, hours of work, rate of pay and posting period.

In the case of an increase in hours of more than one (1) hour per week the position will be posted.

Where an employee is working less than full-time and additional temporary hours of less than four (4) months duration in their position become available, the employee will be offered such hours.

Positions of employees whose hours have been reduced and are subsequently increased will not be posted.

An employee who is going to be absent from the workplace for an extensive period for any reason, may leave a written request to be considered for any vacancies within any department or job classification should they occur during the employee's absence.

A decision to fill or not to fill a position will be made within one month of the vacancy occurring. If the decision is made to fill a position, the appointment will be announced within one month of the close of the posting. Such announcements will be in the form of electronic mail. Employees will receive the new rate of pay at the time of filling the position or fifteen (15) working days from the date of his/her appointment, whichever first occurs.

Vacancies that are going to be filled will be posted within ten (10) working days of the decision to fill being made.

Auxiliary positions will be converted to ongoing positions subject to the following criteria:

- (1) The position is not that of an ongoing employee on leave.
- (2) The auxiliary position has been in existence for 2 years (24 months) either filled or vacant.
- (3) The auxiliary position has provided a total of sixteen months of employment during the 24 month period at a minimum of 16 hours per week or greater.
- (4) At the time of conversion the job must be in existence (either filled or vacant).
- (5) If the auxiliary position is declared redundant it will not reappear for 24 months.

(b) Method of Making Appointments

Both parties recognize that job opportunity should increase in proportion to length of service, therefore appointments to positions within the bargaining unit shall be made based on the applicant's seniority, qualifications, abilities and skills to perform the functions of the position. The Employer shall give consideration to an employee who does not possess all of the required skills for a position, but who is currently involved in courses or training that will enable him/her to fulfill the requirements of the position.

Auxiliary and Student employees, may submit an application. These applications will be considered after all ongoing employee applications and prior to consideration of external applicants.

After working an accumulated number of hours equivalent to the probation period or a lesser number of hours as per the Collective Agreement, Auxiliary employees shall have such hours of service, from the first date of their employment recognized for the purposes of applying as an internal applicant for a position. In the event the selection process requires a tiebreaker, the hours of service shall be the determining factor.

Ongoing employees shall be entitled to post on temporary vacancies as follows:

For vacancies of 4 months or longer to less than 1 year, one ongoing employee will be entitled to fill the vacancy and return to their own ongoing position.

For vacancies of 1 year or longer, 2 ongoing employees will be entitled to fill the vacancies and return to their own ongoing position.

Vacancies beyond those outlined above will be posted with the proviso that employees applying for such vacancy will not have the right to return to their former ongoing position upon return of the temporarily absent employee.

No external applicants shall be considered for a position within the bargaining unit until the applications of internal employees have been fully processed and the internal applicants have been issued a letter from the Human Resources Department.

Successful applicants shall be notified within five (5) working days of the completion of the selection process.

Grievances resulting from the application of this clause shall be filed in writing to the Employer within fifteen (15) working days of the notification of the Employer's decision.

(c) Trial Period

Any internal employee newly appointed to a continuing position within the bargaining unit shall work a three (3) month trial period. No later than ten (10) working days prior to the end of the trial period, the employee's supervisor will prepare a written performance evaluation which will state whether the employee has met the performance criteria necessary for the position. The supervisor shall at this time discuss the evaluation with the employee, and provide the employee with a copy of the evaluation. The successful applicant shall receive the rate for the new position from the date they fill the new position or fifteen (15) work days from the date of their appointment whichever first occurs.

(d) Result of Trial Period

If the evaluation carried out at the end of the trial period is satisfactory, the employee will continue in the position. If the evaluation is unsatisfactory, the following conditions shall apply:

- (1) Employees who were previously ongoing, shall return to their previous positions.
- (2) Employees who were previously on the recall list shall return to the recall list where they left off.
- (3) Auxiliary employees will return to the auxiliary list.
- (4) After interviewing, the next senior qualified internal employee who applied for the original posting will be offered the position.

ARTICLE 12: DISPUTE RESOLUTION

(a) Grievance Defined

A grievance is a written complaint on the part of either party to this Agreement relating to the interpretation, application, operation, or alleged violation of this Agreement. Alleged discrimination or personal or sexual harassment will be considered as the basis of a grievance.

1. In order to provide an orderly procedure for the settling of grievances, the Employer recognizes a Grievance Committee whose duties shall be to process any grievances in accordance with the Grievance Procedure.
2. In order that the work of the Employer shall not be unreasonably interrupted, the Shop Steward or member of the Grievance Committee shall not leave his/her work without obtaining permission of his/her supervisor, which permission shall be given within an hour.
3. The Grievance Committee shall consider the complaints of employees which remain unresolved, as well as disputes involving a question of the general application and interpretation of this Agreement, and shall determine whether a grievance is to be filed.

(b) Settling Grievances

Prior to initiating the formal grievance procedure, the parties recognize that an earnest effort shall be made to resolve the problem in the employee's department. It is understood that any resolutions arrived at during this informal stage are non-precedent setting and non-binding on the parties.

Step 1

The Grievor and Steward will within fifteen (15) days of the employee reasonably becoming aware of the grievable incident meet with the immediate supervisor in an attempt to resolve the grievance.

Step 2

Failing satisfactory settlement within five (5) working days after the meeting at Step 1, the Steward may submit to the head of the division or his/her designate, a written statement of the particulars of the grievance and the redress sought. A meeting will take place within five (5) working days of the head of the division or his/her or her designate receiving the notice and a decision in writing will be rendered by the head of the division within a further five (5) working days.

Step 3

Failing a satisfactory settlement being reached at Step 2, the grievance committee may submit the written grievance to the President or his/her designate. A meeting will take place within five (5) working days of the written grievance being submitted. A decision will be rendered in writing by the President or his/her designate within a further five (5) working days.

Step 4

Failing a satisfactory settlement being reached at Step 3, the Union may refer the dispute to Arbitration.

(c) Policy Grievance

When a dispute involving a question of general application or interpretation occurs, or when a group of employees or the Union has a grievance, Steps 1 and 2 of this Article may be bypassed.

(d) Time Limits

The time limits fixed in both the Grievance and Arbitration Procedure may be extended by mutual written agreement.

ARTICLE 13: ARBITRATION

- (a) Prior to proceeding to arbitration, the parties may meet to explore, without prejudice, options for settlement. Options thereby identified must be acceptable to both the Union and the Employer.
- (b) Composition of Board of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made in writing addressed to the other party of this Agreement.

Each party shall notify the other party of name and address of its appointee to the Arbitration Board. Both parties may agree on a single Arbitrator. If two appointments are made, the Appointees shall jointly agree on a third member, who shall be Chairperson of the Arbitration Board. Failing agreement on a Chairperson the appointment shall be referred to the Ministry of Labour.

- (c) Who May be an Arbitrator

No person shall be selected as a member of an Arbitration Board who:

1. is acting, or has within a period of six (6) months preceding the date of his/her appointment acted in the capacity of solicitor, legal advisor, counsel, or a paid agent of either of the parties.
2. has any pecuniary interest in the matters referred to the Board.

- (d) Board Procedure

The Board may determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations to it. It shall hear and determine the difference or allegation and render a decision within ten (10) days from the time the chairperson is appointed. The decision of the majority shall be the decision of the Board.

- (e) Decisions of the Board

Should the Board of Arbitration find that an employee has been suspended or dismissed for other than just cause, the Board of Arbitration may direct the Employer to reinstate the employee and pay to the employee a sum equal to the wages or salary lost by such suspension or discharge, or such lesser sum as in the opinion of the Board is fair and reasonable, or make such other order as it considers fair and reasonable, provided always that any order the Board of Arbitration may make is made with due regard to the terms of this Agreement, and that any order relative to lost wages shall be less any wages or salary earned by an employee during a period of suspension or dismissal.

The decision of the Board of Arbitration shall be final and binding on all parties, but in no event shall the Board of Arbitration have the power to alter, modify, or amend this Agreement in any respect. Should the parties disagree as to the meaning of the decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within three (3) days.

(f) Expenses of the Board

Each party shall pay:

- i. The fees and expenses of the arbitrator it appoints.
- ii. One-half the fees and expenses of the chairperson.
- iii. The cost of its respective witnesses except, the Employer agrees to pay lost wages to the grievor and one witness, or in the case of a policy grievance, two witnesses.

(g) The time limits fixed in both the Grievance and Arbitration Procedure may be extended by consent of the parties to this Agreement.

(h) Witnesses

At any stage of the Grievance or Arbitration Procedure, the parties may have the assistance of the employee concerned as witness and any other witnesses, and all reasonable arrangements will be made to permit the conferring parties or the arbitrator to have access to any part of the Employer's premises to view any working conditions which may be relevant to the settlement of the grievance.

ARTICLE 14: DISCIPLINARY ACTION, SUSPENSION OR TERMINATION FOR CAUSE

1. The Employer may discipline an employee for just and reasonable cause. Disciplinary action may take the form of:
 - (a) the writing of a letter of reprimand.
 - (b) suspension from work for a period without pay.
 - (c) termination of employment without notice or severance pay.
2. Notice of disciplinary action shall be provided by the Employer to the employee and to the Unit Chairperson within five (5) working days of the incident being brought to the attention of the Employer. In discussions between the Employer and employee concerning disciplinary action or when an employee believes the discussion could lead to disciplinary action, the Employer shall notify the employee of his/her right to have a Union Shop Steward present.

3. Written notice of disciplinary action shall be placed in an employee's personnel file. An employee has the right to examine his/her personnel file, and to possess a copy of all material therein. A Union designate may also examine an employee's personnel file if authorized in writing by the employee.
4. Disciplinary action considered by the Union to be inappropriate may be grieved under Article 12.
5. Formal disciplinary notices shall be removed from an employee's personnel file after eighteen (18) months, provided there has been no subsequent formal discipline.

ARTICLE 15: HOURS OF WORK

(a) Hours

The normal work week shall consist of five (5) seven-hour days from Monday to Friday inclusive. The hours of work notices shall be displayed including start and finish time, when each shift starts and ends along with the meal break schedule.

(b) Working Schedule

The Employer agrees, in consultation with the Union, to set forth the working schedule of each department. Notwithstanding any other provisions of this Agreement, those employees who of necessity regularly work on Saturdays and Sundays shall have as rest days two (2) other consecutive days of the week. In such event, Saturday and Sunday shall be considered working days and overtime rates shall not apply excepting for that time worked in excess of the normal.

(c) Minimum Hours

Except where otherwise provided in this Agreement, in the event of an employee starting work in any day and being sent home before he/she has completed four (4) hours, he/she shall be paid for four (4) hours. In the event that an employee reports for work but is sent home before commencing work he/she shall be paid for two (2) hours at regular rates.

(d) Break Periods

All employees working a full shift shall be permitted a fifteen (15) minute rest period on each of the first half and the second half of a shift. Employees working four (4) hours or less will be entitled to only one break period.

Employees working a shift of 5.5 hours or more shall be permitted a fifteen (15) minute rest period on each of the first half and second half of a shift.

Employees working a shift of less than 5.5 hours shall be permitted one fifteen (15) minute rest period.

Those employees who work more than five (5) hours are entitled to an unpaid meal break of at least one-half (1/2) hour.

If an employee is asked and agrees to be available to work during a meal break, the meal break will be counted as time worked and the employee's schedule may be altered to encompass the lunch break.

(e) Change in Hours of Work

If hours of work are changed, the employee will receive three (3) working days' notice of such change. If three (3) working days' notice is not given, the employee will be paid overtime on the first shift of the change. No notice is required to revert back to normal hours.

(f) Compressed Work Week

The parties agree that, where operationally feasible, and by mutual agreement of the employees and their supervisor, the employees in a department may work a compressed work week. Employees may choose to continue working their regular posted hours.

It is understood by the parties that any issues regarding the compressed work week that are not addressed clearly or specifically here, or that may arise, will be subject to discussion and agreement between TRU and CUPE.

Generally:

1. Employees will work an additional thirty (30) minutes per day for each of the fourteen (14) days in a three (3) week period. The fifteenth (15th) day in the three (3) week period will be a day of rest and will be referred to as compressed time off or CTO.
2. There will be no overtime incurred in increasing the normal work day by thirty (30) minutes per day. Any additional time over the thirty (30) minutes per day will be as regular overtime.
3. By mutual agreement of the employee and the supervisor, the thirty (30) minutes per day may be made up by any or all of the following; starting before the regular hours of work; working longer than the regular hours of work; working a shorter lunch hour.
4. There will be no change in the calculation of any accruals, e.g. sick leave, vacation leave.
5. The CTO day shall normally be on a Monday or Friday within the three week period. Other days may be mutually agreed as a CTO day.
6. Every reasonable effort will be made to take the CTO on the mutually agreed CTO day. However, from time to time, for operational reasons, or by employee request, and as mutually agreed, the CTO may be taken on other than the normally assigned day; or taken in the next two week period.
7. The parties agree that where the compressed work week is implemented, in each case, it will be on a one-year trial basis, at which time the program will either be confirmed or cancelled.
8. The parties agree that the implementation of a compressed work week will not result in additional costs to the University and will not result in a diminution of services.

9. The parties agree that employees will be encouraged to utilize the day off to schedule medical, dental and other appointments.

(g) Flextime

Flex time allows employees to vary their start and finish time while covering the core hours of a shift and working the requisite number of hours of work.

At an employee's request, and by mutual agreement, an employee will be allowed to establish a regular schedule by choosing their start and finish time, while ensuring the core hours established by the Department.

The flex time schedule will be subject to approval by the University. A copy of the flex time schedule will be copied to the Union.

Where such a schedule is established it will be posted in the Department in accordance with Article 15 of the Collective Agreement.

If the employee vacates the position, and the position is posted, it will revert to the original hours of posting.

If a flex time schedule has been established and is proving to be unsatisfactory to either the employee or the department, the employee's flex time schedule may be discontinued with one month's notice and the employee will revert to the original posted hours.

Any exception on a one-off basis shall not be affected and shall continue to be considered.

This variation of start and finish times shall not be utilized for the purpose of circumventing overtime.

It is understood by the parties that any issues regarding flex time that are not addressed clearly or specifically here, or may arise, will be subject to discussion and agreement between TRU and CUPE.

ARTICLE 16: OVERTIME

Overtime will be distributed on an equitable basis amongst employees who normally perform the work.

(a) Overtime Defined

1. All time worked beyond seven (7) hours daily.
2. All time worked beyond thirty-five (35) hours per week.
3. All time worked on a rest day.
4. All time worked on a General Holiday (Article 18.a) in addition to an employee's regular general Holiday pay.
5. In the event that an employee is called in to work during their vacation period, they will receive double time for hours worked plus an additional vacation day.

(b) Overtime During Layoffs

There shall be no extended amount of overtime worked while there are employees on layoff qualified to perform available work.

(c) Minimum Call-Back Time

Every employee who is called out and required to work in an emergency outside his/her regular working hours shall be paid for a minimum of two (2) hours at overtime rates and shall be paid from the time he/she leaves his/her home to report for duty until the time he/she arrives back upon proceeding directly from work. The work emergency above is defined as the instance where an employee does not receive notification during his/her regular working hours.

(d) Calculation of Overtime

1. Overtime shall be calculated at double the standard rate of pay.
2. Overtime earned will be taken in pay, or in time in lieu of pay by mutual agreement with the immediate supervisor.
3. Time in lieu must be taken within six (6) months at a mutually agreed time or a cash payment shall be made.

(e) Paid Meal Break

In the event that an employee has to work more than two (2) hours before or after his/her regular shift, he/she shall be entitled to a paid meal break of one-half hour.

ARTICLE 17: DIFFERENTIAL PAY & ALLOWANCES(a) Shift Differential

Differential pay shall be paid at the following rates for those employees whose ongoing regularly-scheduled shift is an afternoon or night shift:

	<u>July 1/92</u>	<u>October 1/92</u>
Afternoon shift	.50	.60
Night shift	.75	.85

The afternoon shift shall be the shift that ends between 6:00 p.m. and 12:00 midnight.

The night shift shall be the shift that ends between 12:01 a.m. and 8:00 a.m.

Those employees required to change their shift on an occasional basis, will receive the shift differential for only those hours worked beyond their normal shift.

(b) Weekend Differential

All employees whose normal work week includes work on Saturday or Sunday, shall receive one hour extra straight time pay for each Saturday or Sunday so worked.

Workplace Flexibility

Where for *bona fide* operational reasons the Employer schedules employees to work Saturday or Sunday, the following criteria shall apply:

- (a) Effective May 15, 2000, new positions created and vacant positions may include Saturday and/or Sunday as a regular workday. Postings for these positions shall state the consecutive days of work.
- (b) No regular employee hired prior to May 15, 2000 shall be required to work Saturday or Sunday as a regular workday, unless the employee is currently scheduled to work Saturday or Sunday.
- (c) A premium of one additional hour of pay per shift shall apply to all regularly schedule work on Saturday and Sunday.
- (d) No employee shall be laid off or have their hours of work reduced as a result of this Article.

(c) First-Aid Attendant

An employee required by the Employer to possess a valid Level 2 first-aid certificate shall receive over his/her regular rate:

\$120.00 per month

Where TRU requires an employee to perform first aid duties in addition to the normal requirements of the job the cost of obtaining and renewing the occupational First Aid Certificate shall be borne by the University and leave to take the necessary courses shall be granted with pay.

ARTICLE 18: HOLIDAYS

- (a) (i) All employees who have worked fifteen (15) days in the thirty (30) calendar days preceding each of the following general Holidays shall receive one day's pay for not working on the respective Holiday day:

New Year's Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Queen's Birthday	Christmas Day
Canada Day	Boxing Day
BC Day	

and any other day proclaimed by the Federal, Provincial or Municipal Government as a holiday.

Additional non-working days with pay shall be granted to ongoing employees to ensure at least Christmas week off (Boxing Day to New Year's Day).

- (ii) An employee who has worked less than fifteen (15) of the last thirty (30) days before a statutory holiday will be entitled to statutory holiday pay as follows:

$$\frac{\text{Total wage (excluding O/T) for 30 day period}}{15} = \text{Statutory Holiday Pay}$$

- (b) When any of the above general Holidays falls on a normal non-working day, the Employer will identify a substitute holiday day.

ARTICLE 19: VACATIONS

- (a) Definition of Vacation Year

The vacation year shall be defined as the period of time from June 1st to May 31st.

- (b) Effective the first day of the vacation year following the vacation year an employee enters service with the Employer, he/she shall be entitled to annual vacations in accordance with the following schedule:

1. Accumulated service from date of entering service to May 31st, twelve (12) complete months or more: fifteen (15) working days.

2. Accumulated service at May 31st of less than twelve (12) complete months: one and one-quarter (1 1/4) working days for each complete month of service to a maximum of fifteen (15) working days.

Employees leaving during or at the end of a probationary period will receive only the statutory holiday pay allowance.

3. In the vacation year in which occurs the:

second to fifth anniversaries of service inclusive: fifteen (15) working days.

sixth to the tenth anniversaries of service inclusive: twenty (20) working days.

eleventh to the nineteenth anniversaries of service inclusive: twenty-five (25) working days.

twentieth and additional anniversaries of service inclusive: thirty (30) working days.

(c) Holidays During Vacation

If a general or declared holiday falls or is observed during an employee's vacation period, he/she shall be granted an additional day's vacation for such holiday in addition to his/her regular vacation time.

(d) Illness During Vacation

If an illness occurs during an employee's vacation period, he/she shall be granted sick leave in lieu of vacation for the period covered by a certificate from a duly qualified medical practitioner, certifying that the sick employee would be unable to carry out his/her duties due to illness. Displaced vacation will be taken at a time mutually agreeable to the employee and his/her supervisor.

- (e) Vacation entitlements shall not be accumulated, and shall be taken in the vacation year following the vacation year in which they are earned. Providing the work schedule permits all employees shall be granted their vacation at the time preferred by the employee. By mutual agreement, vacations may be arranged in any month of the vacation year. Preference over vacation dates shall be determined by seniority. The foregoing shall not preclude the right of an employee to apply for deferment of vacation entitlement for good cause.

(f) Vacation Schedule

The Employer shall post on all department bulletin boards no later than December 30th of each year, a vacation schedule. The schedule shall show each employee's name, along with his/her vacation entitlement for the forthcoming vacation year and space for the employee to indicate, on or before February 15th, the vacation dates preferred by the employee. The Employer shall, between the 15th and 28th of February either confirm the dates suggested by each employee or discuss alternate dates with him. Should the Employer fail to confirm the dates preferred by the employee, or fail to discuss alternate dates, the suggested dates shall be deemed to be confirmed. In any case, all vacation arrangements shall be finalized on or before March 15th, unless otherwise mutually agreed. Employees who apply for

vacations after February 15th will have an answer to their request within one week of the application being made.

(g) Vacations

Employees are encouraged to schedule their vacation in periods of five (5) day increments. Shorter periods may be scheduled if the employee and supervisor can mutually agree.

(h) Vacation Pay

All student employees will be paid 4% vacation pay yearly in lieu of scheduled vacation days. Vacation will be paid on December 31 or on their date of termination.

ARTICLE 20: SICK LEAVE PROVISIONS

(a) Sick Leave Defined

Sick leave means the period of time an employee is absent from work with full pay owing to being sick, disabled, exposed to contagious disease, or because of an accident for which compensation is not payable under the Workers' Compensation Act.

(b) Amount of Sick Leave

Newly hired employees will qualify for one and one-half (1.5) days of sick leave per month during the probationary period. At the completion of the probationary period, they will receive an additional twelve (12) days sick leave in advance and a further eighteen (18) days upon their anniversary date thereafter.

In any one year an employee shall be entitled to an accrual of all unused sick leave to a maximum of one hundred twenty (120) working days accrual. A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave as defined in (a) and Article 26 (Supplementation of Compensation).

Sick leave shall not accrue for employees on leave under Article 22, clauses (f) Leave for Union Officers and Public Service, (g) General Leave, (h) Parental Leave, (i) Exchange.

(c) Family Illness

In the case of illness of a member of the immediate family of an employee, when no one at home other than the employee can provide for the needs of the ill person, the employee shall be entitled, after notifying his/her supervisor, to use annual sick leave entitlement up to a maximum of five (5) days per annum for this purpose.

(d) Proof of Illness

An employee may be required to produce a certificate from a certified medical practitioner for any illness, certifying that the sick employee is unable to carry out his/her duties due to illness.

The employee may be required to produce a certificate from a certified medical practitioner certifying that the relative is ill and requires attention.

(e) Sick Leave Without Pay

Sick leave without pay of one year shall be granted to an employee who does not qualify for sick leave with pay or who is unable to return to work at the termination of the period for which sick leave with pay is granted. At the end of one year, any extension can only be granted upon review and by mutual agreement of the parties hereto.

(f) Sick Leave Records

A record of all unused sick leave will be kept by the Employer. Any employee is to be advised, on application, of the amount of sick leave accrued to his/her credit.

(g) Accrued Sick Leave

Upon the termination of employment of an employee with the equivalent of more than 10 years' full-time service, a cash payment in lieu of accumulated sick leave will be given to a maximum of sixty (60) days. In the case of an employee's death, the cash payment will be made to the employee's estate.

ARTICLE 21: TEMPORARY DISABLEMENT

Any employee covered by this Agreement and who, through temporary disablement is unable to perform his/her regular duties, may be offered any light work available at a salary determined by the Employer in consultation with the Union.

ARTICLE 22: LEAVE OF ABSENCE

(a) For Union Business

The Employer agrees that, where permission has been granted to representatives of the Union to leave their employment temporarily in order to carry on negotiations or other discussions with the Employer, or with respect to a grievance, they shall suffer no loss of pay for the time so spent. The Union agrees to be expeditious in dealing with Union business.

(b) Leave of Absence for University Committees

An employee whose assigned work schedule would prevent him/her from attending meetings of a university committee to which he/she has been elected or appointed will be granted a leave of absence from his/her regular duties without loss of pay or other entitlements to attend such meetings(s).

Where such leave is granted, the Employer will replace the employee as necessary. The cost of this provision will be borne by the institution as a general operating expense.

(c) Bonafide Union Functions

Leave of absence without pay and without loss of seniority shall be granted, upon request to the President or his/her designate, to employees elected or appointed to represent the Union at bonafide Union functions. Such time shall not normally exceed a total of twenty-one (21) working days per employee in any one year. Two (2) weeks' notice of such leave shall be given to the Employer, however, notice of less than two (2) weeks will be given every consideration.

Where the Union has provided two (2) weeks advance notice and where the employee has not been replaced, the employer will not bill the Union for wage and benefit costs.

(d) Bereavement Leave

An employee shall be granted four (4) regularly scheduled consecutive work days leave without loss of salary in the case of the death of a parent, wife, husband, common-law spouse, brother, sister, child, grandparent, mother-in-law, father-in-law or foster and step-children. Reasonable leave of absence shall be granted for travel and estate affairs. Such additional leave may be granted, on approval of the President.

One-half (1/2) day shall be granted without loss of salary or wages to attend a funeral service, provided such employee has the approval of his/her supervisor or department head.

(e) Compassionate Leave

Three (3) days without loss of salary or benefits upon approval by the President.

(f) Jury and Court Duty

The Employer shall pay full salary and benefits to an employee who is required to serve as a juror or subpoenaed court witness.

(g) Leave for Union Officers and Public Service

Any employee who is elected or selected for a full time position with the Union or any body with which the Union is affiliated, or who is elected to public office shall be granted leave of absence without pay and without loss of seniority by the Employer for a period of one year. Such leave shall be renewed each year during his/her term of office. One (1) month's notice of such leave shall be given to the Employer.

(h) General Leave

An employee may apply to the President for a leave of absence for any purpose. Such leave shall be without pay and without loss of previously-earned seniority, and shall be for a maximum of one (1) year. Two (2) months prior to the expiry of the leave period, the employee shall provide the President, via the appropriate supervisor, with written notice of intent to return to his/her position upon the agreed-to date.

(i) Parental Leave

Parental Leave will be granted on written application to the President via the appropriate supervisor.

The written application for Parental Leave will be supported by a certificate of a medical practitioner stating that the employee or his spouse is pregnant and estimating the probable date of birth of the child.

An employee applying for adoption leave shall furnish proof of legal adoption of a child.

The duration of the leave shall be decided by the President in consultation with the employee, taking into account individual needs as far as possible. The duration of the leave shall not normally exceed twelve (12) months.

Parental Leave shall be without pay and without loss of previously earned seniority.

During the period of Parental Leave the Employer shall continue to pay its share of Medical and Extended Health Benefits. If the employee does not return, the Employer may redeem its share of the premiums.

The employee shall provide to the President, via the appropriate supervisor, one (1) month's written notice of the following:

- (a) date of return to work, or
- (b) request to extend previously approved parental leave to a maximum of twelve (12) months, or
- (c) intention to resign.

(j) 1. Attendance at Courses Required by the Employer

Employees who are selected by the Employer to attend courses shall be given equivalent straight time off for travel and attending courses at a time other than the regular work day. All expenses will be paid in accordance with UCC Policy.

2. Attendance at Courses requested by Employee

Employees attending courses that have been requested by the employee that requires travel or attendance at a course at times other than the regular work day will be reimbursed for travel and

living expenses as agreed by the supervisor prior to departure. Employees will not receive lieu time for travel and course attendance.

3. Travel and Work on Behalf of the Employer

Employees who travel and perform duties on behalf of UCC at time other than their normal work day will be reimbursed for travel and living expenses as provided for in UCC Policy and will, by mutual agreement, be compensated for their time in one of the following ways:

- (a) days off rescheduled as per Collective Agreement
- (b) paid overtime as per Collective Agreement
- (c) compensatory time off to be taken within six (6) months of banking.

In item (i)1, 2, 3 above, employees are paid normal rate of pay and benefits during their normal workday. Expenses will be as per UCC policy, except as modified in (i)2 above.

(k) Short-Term Assisted Leave

1. Short-term assisted leave may be granted to an employee for the purpose of improvement of professional skills, and may include attendance at courses, conferences, workshops and meetings.
2. An employee shall not normally be eligible for short-term assisted leave until he/she has accrued seniority equivalent to three (3) years of full-time service.
3. Short-term assisted leave shall be for four (4) months or less.
4. Employees shall apply for short-term assisted leave in writing to the President via the appropriate supervisor.
5. With the approval of the President, the employee shall be compensated for expenses incurred during the leave.
6. Any assisted leave of a week or less shall be at full salary.

(l) Educational Course Subsidies

1. The University College is prepared to pay tuition fees, within the limits of available professional development funding, in order to assist employees in their professional and career development.
2. To apply for funding, the employee must submit a course request to their supervisor prior to registration. If the Supervisor believes the course to be job or career related, the request will be forwarded to the Dean/Director for consideration.
3. The Dean/Director will either approve or reject the request in writing.

(m) Exchange

1. An employee shall not normally be eligible for an exchange program until he/she has accrued seniority equivalent to five (5) years of full-time service.
2. The exchange program shall normally be for a maximum of one (1) year.
3. Normally, the exchangee's salary and benefits shall be paid by The University College of the Cariboo while he/she is on the program. His/her replacement's salary and benefits shall be paid by the replacement's institution. Normally, the exchangee's benefits shall be maintained while on the exchange program, on the same cost-sharing basis as prior to his/her involvement in the program. If, however, these arrangements lead to difficulties, arrangements mutually agreeable to the participants and acceptable to the President shall be made.

On return from the program, the exchangee is assured of resuming his/her previous position and duties.

4. The exchangee is expected to return to the University College for a period equal to that of the exchange.
5. The qualifications and suitability of the replacement must be satisfactory to the President.
6. Applications for exchange must be submitted by the employee via the appropriate supervisor, to the President, who shall approve the exchange provided the above conditions are met.

(n) Return From Leave

Employees who undertake leaves subject to Clauses 22 (g) General Leave and 22 (h) Parental Leave, of twelve (12) months duration, or 22 (l) Exchange, shall confirm to the President in writing their intent to return to work at the expiry of the approved leave period. This notification shall be made at least two (2) months prior to the expiry of the leave period. Failure to comply shall constitute notice of resignation, effective with expiry of the leave. Employees may return earlier if mutually agreeable.

(o) Deferred Salary Leave Plan

Employees are eligible to enroll in a Deferred Salary Leave Plan in accordance with the Thompson Rivers University Deferred Salary Leave Policy. Details of this program are available at the Human Resources Office.

(p) Employer Paid Union Leave

The Chairperson/President of the bargaining unit or alternate designated by the Union shall be granted twenty-five (25%) Employer-paid time release from a full workload per year. Such time shall be used to facilitate the operation of the Collective Agreement and Employee-Employer relationships. The Chairperson/President shall schedule such time with their supervisor. This provision is in addition to any other Employer paid release time in the Collective Agreement.

Where such leave is granted, the Employer will replace the employee as necessary. The cost of this provision will be borne by the institution as a general operating expense.

(q) **Tuition Waiver**

1. To encourage the professional development and career goals of its support staff and immediate family members, TRU will support tuition fee waiver of its credit based courses, when extra seats are available in the course. The parties recognize that in all cases and without exception fee-paying students will be given first priority.
2. For the purposes of this clause immediate family includes a spouse and dependant children 25 years of age or under.
3. This provision does not apply to tuition for continuing education, cost recovery courses, graduate courses or courses in the open learning division.

ARTICLE 23: PAYMENT OF WAGES

(a) Pay Days

The Employer shall pay all employees every second Thursday and always one full banking day prior to weekend bank closure. On each pay day each employee shall be provided with an itemized statement of his/her wages and deductions. This will include vacation, sick and banked time balances.

(b) Vacation Pay

Employees shall receive on the last office day preceding commencement of their annual vacation, any cheques which may fall during the period of their vacation.

(c) Pay During Ongoing and Temporary Transfers

When an ongoing employee is assigned to a position as a result of a job posting, the employee shall be paid at the rate that is the greater of the current job rate or the next highest increment in the new job classification.

If an employee substitutes in any position during the absence of another employee, or performs duties of a higher classification, he/she shall receive the rate for the position, or his/her regular rate, whichever is the greater.

When an employee is regularly assigned to a position paying a lower rate, his/her rate shall not be reduced for a period of three (3) months following his/her regular assignment to a lower rate position.

ARTICLE 24: JOB EVALUATION

The Job Evaluation Manual forms part of this Collective Agreement and shall not be altered except by the mutual consent of the parties.

(a) Job Descriptions

The Employer agrees to draw up job descriptions for all newly created positions at the University College. The Employer will provide the job description to the Unit Chairperson before the position is posted, and the Chairperson will inform the Employer within ten (10) working days whether the Unit accepts the position as described or wishes to discuss the position. If a discussion is requested, this shall take place with the Job Evaluation Committee within five (5) working days. It is agreed that the Job Evaluation Committee shall advise the University College and the Union of those matters where it has been unable to reach agreement. If the parties are unable to agree as to the classification and/or rate of pay of the job in question, such dispute shall be submitted to third stage of the Dispute Resolution Procedure contained in Article 12. The new rate shall become retroactive to the time the position was first filled by an employee.

(b) Job Evaluation Committee

The Employer and the Unit shall jointly establish a Job Evaluation Committee with the following membership:

three (3) representatives from the Employer (appointed by the President)

three (3) representatives from the Unit (appointed by election)

The Committee shall select a Chairperson from among its membership; the position of chairperson shall alternate between Employer and Unit representative members on an annual basis.

The Job Evaluation Committee shall review positions referred to it under Clause (a) above, and shall in addition review the existing University College of the Cariboo Job Evaluation Plan and recommend changes to it. The Job Evaluation Plan shall provide for a determination of the classification for new positions within the Unit, also for a review of existing positions, job descriptions or classifications at the request of the Employer or the incumbent employee. The review of existing positions will be completed during the life of this Agreement.

(c) Re-Classified Positions

Should a position be reclassified, the position will not be posted but will remain with the incumbent(s). If, as a result of departmental re-organization and/or a work load, a position is split into two within the same classification, the incumbent will be offered his/her choice of either position. If one position is of a higher classification, it shall be posted in accordance with the Job Posting provisions of this Agreement.

ARTICLE 25: PERFORMANCE EVALUATION

- (a) The parties recognize the Employer's right to evaluate employee performance and also agree that an employee has the right to grieve in the event he/she does not agree with an evaluation. An employee who receives a less-than-satisfactory evaluation will also be provided a plan for remediation. The evaluation shall be discussed with the employee, who shall receive a copy of it.
- (b) Performance evaluations for auxiliary employees during the 560 hours probation period will be conducted on assignments of one week duration or longer. Beyond 560 hours, the auxiliary employee shall be evaluated pursuant to paragraph (a) above.

ARTICLE 26: EMPLOYEE TRAINING

- (a) When new, enhanced or changed work processes are introduced into an employee's job the Employer shall identify and provide the learning opportunities, support and/or training required to perform the job duties.
- (b) The Employer will discuss the employee development needs with the affected employees.
- (c) Employees shall suffer no loss of pay, excluding overtime, to participate in this training.

ARTICLE 27: SUPPLEMENTATION OF WORKERS' COMPENSATION BENEFIT

- (a) An employee prevented from performing his/her regular work with the Employer, on account of an occupational accident or disease that is recognized by the Workers' Compensation Board as compensable within the meaning of the Compensation Act, shall have deductions of that portion of the day not paid by the Workers' Compensation Board made from his/her sick leave entitlement for each day the employee is entitled to Workers' Compensation, provided the employee has the requisite number of sick leave days left to his/her credit, provided further, that this section shall only apply to those employees who have completed 455 hours of service.
- (b) The Employer shall receive the Workers' Compensation cheque and shall pay the employee his/her regular rate. In the event an employee has not sufficient sick leave entitlement the employee shall receive the Workers' Compensation cheque.

ARTICLE 28: TECHNOLOGICAL CHANGE

No ongoing employee shall be dismissed by the Employer because of mechanization or technological change. An employee who may be displaced from his/her job by virtue of technological change or improvements will be given the first opportunity to upgrade his/her qualifications. The Employer agrees to notify the Union as far as possible of its intention to introduce a technological change. The Employer also agrees to engage the Union in meaningful discussion regarding training, bumping, and appropriate

time frames. Should the parties be unable to mutually agree, the matter will be referred directly to arbitration. An employee who does not wish to avail himself of the opportunity will suffer no reduction in normal earnings for a three (3) month period following any such change and will be given the opportunity to fill other positions according to seniority and qualifications.

ARTICLE 29: SAFETY

- (a) The Union and the Employer shall cooperate in continuing and perfecting the safety measures now in effect. This Committee will function in accordance with the WCB Regulations.
- (b) A College Safety Committee shall be established and shall include two (2) representatives of the Unit.
- (c) The Safety Committee shall hold meetings on a monthly basis and all unsafe or dangerous conditions shall be taken up and dealt with at such meetings.
- (d) Minutes of all Safety Committee meetings shall be kept and copies of such minutes shall be sent to the Unit, and posted on designated bulletin boards, by a designated person in each area.
- (e) Any employee who normally uses a Video Display Terminal (VDT) in the performance of his/her duties will be required to submit to an eye examination at the start of employment. Subsequent eye examinations will be provided by the Employer annually upon request.

A pregnant employee may request of the President, or his/her designate, a temporary transfer to a vacant position which does not involve the use of a VDT and for which the employee is qualified and will be paid at the rate of pay for the vacant position.

If there is no vacant position and upon the employee's request, she shall be granted leave of absence, without pay, but with no loss of seniority.

- (f) The Employer shall provide and maintain all personal protective equipment and/or clothing as required by the Workers' Compensation Board Act and/or Regulations, or as required by the Employer, as necessary for the protection of an employee against accidents or industrial (occupational) diseases while engaged in the performance of their duties.

Any employee provided with personal protective equipment and/or clothing shall ensure that they regularly use these devices in the performance of their duties for their protection, as required by the Workers' Compensation Act and/or Regulations, or as required by the Employer.

Any employee required by the Workers' Compensation Board Act and/or Regulations, or as required by the Employer to wear safety footwear, shall be reimbursed \$100 in every twenty-four (24) month period, for CSA approved footwear.

ARTICLE 30: BENEFITS(a) Medical Services Plan

The Employer shall contribute 100% of the premium of the recognized medical plan for all employees. In the case of absence for illness, the Employer's contribution will be paid for a maximum of one year from commencement of illness.

In the event that the Provincial Government eliminates Medical Services Plan premiums, the amount of money currently expended by the Employer on premiums on behalf of the employees will be re-allocated to provide other benefits as agreed between the parties.

Benefit Entitlement for Part-time Regular Employees

Part-time employees with regular appointments of at least 17.5 hours per week (35 hours bi-weekly) will be entitled to group life insurance, extended health, dental and medical benefits as set out in the Collective Agreement

(b) Extended Health Benefit Plan

The Employer shall contribute 100% of the premium of this plan.

- (i) Total lifetime coverage will be unlimited.
- (ii) Hearing aid benefit claims will be to a maximum of \$600 every five years.
- (iii) The Employer will provide an eyewear program providing \$250 per family member every two (2) years.

(c) Dental Plan

The Employer shall pay 100% of the premium of Dental Plan "A" and "B". The coverage under Plan A shall be 100% and under Plan B shall be 80%.

Amendment of Plan A that includes revision of dental recall exams (polishing, application of fluoride and recall) to once every nine months except dependant children (up to age 19) and those with dental problems as approved by the Plan. Implementation of this amendment considers that the next recall will be nine months from the last recall.

Orthodontics

In the event that the alternative treatment provision in the Dental Plan results in a disagreement between dentists on the preferred treatment for an employee or dependant, the opinion of a third party dentist agreeable to the University College and the Union will be sought and that dentist's opinion will be binding on the insurance carrier.

(d) Pension Plan

Employees shall participate in the existing pension plan in accordance with the terms and regulations of the plan and in any future plan that may be entered into by mutual agreement of the parties hereto.

Enrolment in the Municipal Pension Plan shall be as set out in the Municipal Pension Plan Rules.

In order to enable employees who qualify according to the Municipal, College or Public Service Pension Act to buy back previous pensionable service, the Employer agrees to provide payroll deduction in an amount suitable to the employee and to provide the administration necessary to enable such buy back.

(e) Weekly Indemnity (Short Term Disability) Insurance

Weekly Indemnity Insurance will provide 66 2/3% of salary after thirty calendar days for 13 week period. The Employer shall pay 100% of premiums.

(f) Long Term Disability

Long Term Disability Insurance will provide 66 2/3% of salary after expiry of Weekly Indemnity until able to return to work or until age 65. The Employer shall pay 100% of premiums.

1. An employee on LTD shall have the right to return to their former position within a two (2) year period from the date of acceptance on LTD.

Should the employee remain on LTD for a period greater than two years, their position will be deemed vacant and UCC may post as needed. Any banked vacation will be paid out after being on LTD for one (1) year. Accrued sick leave (as applicable) in Article 20 (g) will also be paid out.

2. Should the employee return to work after a two (2) year period, they shall exercise their bumping rights under Article 10 (b), (if eligible). Their salary and benefits will reflect the new position they have obtained by bumping. Should such an employee return to work, the employee will begin accruing vacation and sick leave from the date of such return to work, but will receive no cash payout for sick leave [20 (g)] that would exceed sixty (60) days if they have previously received such a payout.

Those employees, whose seniority and qualifications do not allow them to bump, will be given the option of going on the recall list or severing their employment under Article 10 (d).

(g) Group Life Insurance, Accidental Death and Dismemberment

The Employer shall pay 100% of the premium of the Group Life, Accidental Death and Dismemberment Insurance.

(h) Employee Assistance Program

The current UCC Employee Assistance Program will continue in effect at equal 50% Employer and 50% employee cost sharing.

(i) Relocation Allowance

The Employer will pay relocation allowances in accordance with TRU Policy.

(j) Employment Insurance

All employees shall be covered by the provisions of the Employment Insurance Act.

(k) Ongoing Part-time Employees

Where an ongoing part-time employee is covered under any of the preceding benefit plans, the employee will pay a portion of the Employer's contribution to the relevant premium, in inverse proportion to the percentage of time worked. Employees whose hours have been reduced but who had previously qualified for benefits will continue to qualify for benefits unless their hours fall below twenty (20) hours per week. The formula in this Article will apply to premium sharing.

(l) No Change of Coverage

There will be no change in benefit coverage unless mutually agreed by the parties.

(m) Special Clothing

Where the Employer requires employees to wear special clothing i.e. uniforms, the Employer will provide such clothing without charge, and agrees to maintain and clean such clothing.

ARTICLE 31: GENERAL CONDITIONS

(a) Proper Accommodation

Where possible, proper accommodation shall be provided for employees to have their meals.

(b) Late Night Transportation

An employee required to work other than their normal work hours and who must travel to or from home between midnight and 6:00 AM shall be reimbursed for the cost of a taxi.

(c) Bulletin Boards

The Employer shall provide bulletin boards in designated locations upon which the Unit shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

(d) Strike at an Employer's Premises

In the event that any employee becomes engaged in a strike and maintains pickets at the Employer's premises, then any refusal to work or failure to cross such a picket line by employee members of this

Unit shall not be considered a violation of this Agreement, nor constitute sufficient grounds for dismissal. However, services essential to safeguarding buildings and property will be maintained.

- (e) The Union will prepare the Collective Agreement in the CUPE Local office and forward it to the University for proof reading. The Agreement will be printed at the University by Union personnel, within ninety (90) days after the Union provides TRU with the proof documents.

ARTICLE 32: SUBCONTRACTING

- (a) No ongoing employee shall lose his/her employment because of subcontracting engaged in by the Employer.
- (b) In addition to, and without limiting any other provision in the Collective Agreement, the Employer will not contract out any work presently performed by the employees covered by this Collective Agreement which would result in the layoff of such employees, including a reduction in assigned workload.
- (c) The Employer agrees to provide, upon request of the Union, copies of all purchase service agreements to the Bargaining Unit Chairperson and to discuss the contracts that are of concern to the Union. The Parties recognize the obligations of the Employer under Freedom of Information and Protection of Privacy legislation and agree to maintain confidentiality of all private information in these contracts.

ARTICLE 33: PROFESSIONAL DEVELOPMENT

The Labour Management Committee will discuss and develop a policy for the fair and equitable implementation of professional development. If a policy can be agreed upon by the LMC, it will be forwarded as a recommendation to administration and the Union.

The Labour Management Committee agrees to target one year from the ratification of this Agreement as the date to complete the policy for recommendation.

ARTICLE 34: IN-SERVICE

Where the Employer provides for an in-service day, the Union will be consulted regarding the subject of in-service.

ARTICLE 35: COPYRIGHT INFRINGEMENT

An employee who is instructed to reproduce material on behalf of the Employer will not be held responsible for any copyright violations.

ARTICLE 36: INDEMNIFICATION

The Employer recognizes that it has an obligation to its employees to indemnify them from damages and costs incurred by them as a result of actions or prosecutions brought against employees acting in the ordinary course of their duties. This clause does not apply to an employee who is negligent in his/her duties.

ARTICLE 37: DEFINITIONS

1. For the purpose of this Agreement, both parties agree that the following terms shall be interpreted as indicated below:

Employer:

The Thompson Rivers University Board

Bargaining Unit or Unit:

All employees covered by the certification of the Canadian Union of Public Employees, Local 900, The Thompson Rivers University.

Union:

Canadian Union of Public Employees, Local 900

President:

The President of The Thompson Rivers University or his/her designate

Notice:

Is notification in writing, beginning from the time at which the notice is delivered to the recipient.

2. Wherever the singular or masculine is used in this Agreement, it shall be considered as if the plural or feminine has been used where the context of the party or parties hereto so require.

ARTICLE 38: TERM OF AGREEMENT

Articles 1 through 38 of this Agreement, together with Letters of Agreement A, B, C, D, E, F G, H, I, J shall be in force and effect from and after the first day of April 1, 2005, and up to and including March 31, 2010 unless changed by mutual consent of both parties.

Following March 31, 2010, this Agreement shall be in force and effect from year to year, unless either party gives notice to commence collective bargaining in accordance with the Labour Relations Code of British Columbia.

IN WITNESS WHEREOF the parties hereto, by their authorized representatives have

affixed their signatures on this _____ day of _____ 2006

SIGNED ON BEHALF OF THE TRU
BOARD:

SIGNED ON BEHALF OF CUPE LOCAL 900,
UCC UNIT:

Chairperson

Unit Chairperson

Date _____

Date _____

Vice-President, Administration and
Finance

President, CUPE Local 900

Date _____

Date _____

Director, Human Resources

Recording Secretary, CUPE Local 900

Date _____

Date _____

MONETARY PROPOSAL

Extraordinary Mandate

All employees:

April 1, 2005 – 1.5% increase on base wages.

Collapse of the PD Fund

Kamloops

Salary scales will be adjusted March 31st 2006 by 1%

Lump sum payments of the residual in the PD fund estimated to be \$300,000 will be disbursed to all eligible employees by a formula developed by the Union

Burnaby

Salary scales will be adjusted March 31, 2006 by 1%.

Lump sum payments of the residual in the PD fund will be disbursed to all eligible employees by a formula developed by the Union.

Note: The Joint PD Committee in both locations will have access to all accounting records pertaining to revenues and expenditures from the PD accounts. Burnaby records are only available from April 1st, 2005 forward. (Date of acquisition).

New Wage Grid

Parties agree to a new Kamloops grid effective April 1st 2006 to accommodate transition, market, retention, and recruitment.

Job descriptions for positions created in Kamloops as a result of the amalgamation of the Open Learning Division will be developed and evaluated through the job evaluation process.

The April 1st, 2006 to April 1st, 2009 revised grid will be adjusted as follows:

Date	Wage Increase
April 1, 2006	2.5%*
April 1, 2007	2.25%
April 1, 2008	2.25%
April 1, 2009	2%

* Employees on the Burnaby campus will receive the 2.5% on their base rate.

LOCAL CUPE COLLECTIVE AGREEMENT**April 1, 2005 – March 31, 2010**

In summary, the following table shows the salary increases between 2005 and 2009 for Kamloops.

Current Grid	Rates Apr. 05	April 1/05 1.5%	PD Funds Collapsed	Mar 31/06 PD 1% Built-in	New Pay Scale	Increase April 1/06	Wage Increases				Total
							Apr 1/06	Apr 1/07	Apr 1/08	Apr 1/09	
							2.50%	2.25%	2.25%	2.00%	
1	17.28	17.54		17.71	1	17.71	18.15	18.56	18.98	19.36	12.0%
2	17.84	18.11		18.29	2	18.29	18.75	19.17	19.60	19.99	12.0%
3	18.40	18.68		18.86	3	18.86	19.33	19.77	20.21	20.62	12.0%
4	18.96	19.24		19.43	4	19.43	19.92	20.36	20.82	21.24	12.0%
5	19.52	19.81		20.01	5	20.18	20.68	21.15	21.63	22.06	13.0%
6	20.07	20.37		20.57	6	20.81	21.33	21.81	22.30	22.75	13.3%
7	20.65	20.96		21.17	7	21.80	22.35	22.85	23.36	23.83	15.4%
8	21.21	21.53		21.74	8	22.90	23.47	24.00	24.54	25.03	18.0%
9	21.77	22.10		22.32	9	24.00	24.60	25.15	25.72	26.23	20.5%
10	22.33	22.66		22.89	10	25.80	26.45	27.04	27.65	28.20	26.3%
11	22.91	23.25		23.49	11	27.50	28.19	28.82	29.47	30.06	31.2%
	-	-			12	29.30	30.03	30.71	31.40	32.03	
	-	-			13	32.60	33.42	34.17	34.94	35.63	

Students

The rate of pay for CUPE Student employees will increase by \$0.25/hr, annually on April 1, 2006, April 1, 2007, April 1, 2008, April 1, 2009.

Incentive Pay

A maximum lump sum payment for employees (excluding students) represented by CUPE will be paid as soon as reasonably possible after ratification and approval of the new Collective Agreement expiring March 31, 2010, and subject to signing of a memorandum of agreement no later than March 31, 2006 without job action.

1. The maximum lump sum payment is \$4,000 less employer and employee statutory deductions.
2. Lump sum payments will be calculated at \$2.20/h for all straight time hours worked between April 1, 2005 and March 31, 2006.
3. The term worked means regular hours for which the employee is being paid straight time including approved paid leaves such as vacation, sick leave, general holidays, and would also include approved maternity and parental leave.
4. Eligible employees shall be those on the payroll on March 31, 2006.

5. Prior to the payment of the funds, the employer will meet to discuss any other formula for disbursement proposed by the union, provided the total disbursement does not exceed \$1,504,800, less employee and employer statutory deductions.
6. Employees will be given the option of receiving their payment or a direct contribution to their RRSP.

2010 Dividend Incentive

Having agreed the term of the Collective Agreement to be from April 1, 2005 to March 31, 2010 a Fiscal Dividend Bonus may be paid from a one-time fund (the "Fund") generated out of monies, in excess of \$150 million, surplus to the BC government, as defined in the Province's audited financial statements, for the fiscal year 2009-10.

1.0 Fiscal Dividend:

- 1.1 If fiscal dividend funds are determined to be available, a Fiscal dividend will be paid as soon as reasonably practical.
- 1.2 The quantum of the Fund accessible for the parties to this agreement will be based on the province's audited financial statements as at March 31, 2010.

The Fund will be determined as follows:

- i. The calculations will be based on the surplus, as calculated before deduction of any expense associated with the Fiscal Dividend Bonus, achieved in fiscal 2009-10, as published in the audited financial statements for that fiscal year, provided that the surplus is in excess of \$150 million.
 - ii. Only final surplus monies in excess of \$150 million will be part of the Fund, and the total quantum of the Fund for the entire public sector (including all categories of employees) will not exceed \$300 million.
 - iii. The quantum of the Fund will be constrained by the proportion of the public sector that is eligible to participate in the Fiscal Dividend Bonus i.e., 100% of the Fund will be available if 100% of all categories of employees in the public sector under the purview of the Public Sector Employers' Council participate, but if a lesser number participate, a proportionately less amount of the fund will be available.
 - iv. Additionally, the Fund will be proportioned among all groups of public sector employees by ratio of group population to total population participating.
- 1.3 The Fiscal Dividend Bonus will be paid to each eligible employee who is on the active payroll on March 30, 2010.
 - 1.4 The payment will be paid to full-time regular employees on payroll as of March 30, 2010 and who have worked 1820 regular hours between April 1, 2009 and March 31, 2010. Full-time regular employees who have been on an absence without pay in excess of 30 days will have the payment pro-rated on percentage of hours worked.

Part-time employees, sessional employees, any employees hired subsequent to April 1, 2009, and hourly employees who worked less than 1820 hours between April 2, 2009 and March 31, 2010 will be paid a pro-rated lump sum amount based upon the percentage of full-time hours worked during the period.

Job Evaluation

During Collective Bargaining the parties agreed as follows:

- a. The April 1st, 2006 CUPE/TRU pay grid will include two (2) additional pay bands added (12,13).
- b. The two additional pay bands (12, 13) at the top of the wage schedule are only to accommodate new positions or changed positions in the future, or Burnaby positions currently paid above the old TRU wage grid. Further, the parties agree that the need to add the additional pay bands was to capture classifications that encompass senior technical positions, and those that have significant responsibility for the supervision of others.
- c. Incumbent employees on the Kamloops campus will remain in their current pay bands unless there are changes in their job descriptions that would warrant an appeal.
- d. The parties recognize that the current Job Evaluation Program will have to be modified to reflect higher education requirements in the senior technical positions and supervisory responsibilities. It is the intent of the parties that this modification is meant to be more of a “tweak” and not a major revamp of the program.
- e. The parties agree that a mutually acceptable third party will be retained to make recommendations on the required changes to the program.
- f. The parties agree that Burnaby employees transferring to Kamloops will remain on the Burnaby grid until their jobs have been evaluated under the CUPE/TRU Job Evaluation Plan. If the evaluation results in their position moving into a higher pay band, they will be paid that new rate effective the date of transfer. If the job is classified at a lesser rate than what they were earning at the time of transfer, they will receive any negotiated wage increases as separate pensionable earnings until such time as their pay equals the job rate..

**SCHEDULE “A:
Positions by Classifications and Rates of Pay**

EXCLUDED POSITIONS

As determined in the Vince Ready Awards dated November 25, 1997; February 24, 1998, and November 17, 1998, the following positions will be included in the bargaining unit when their current excluded incumbents vacate these positions.

- 1) Occupational Health Nurse
- 2) Recruitment and Benefits Clerk
- 3) Senior Buyer
- 4) Extension Services Coordinator II
- 5) Coordinator for First Nations Students
- 6) HRIS Information Coordinator
- 7) Campus Life Coordinator
- 8) Human Resources (2 positions)
- 9) Coordinator for Students with Disabilities

SCHEDULE “A”**POSITIONS BY CLASSIFICATIONS & RATES OF PAY****CLASSIFICATION “A”****JOB RATE**

Cashier (CAC)
 Cashier, Food Training
 Filing/Sorting Clerk
 Filing Clerk (Records)
 Finance Clerk
 Gymnasium Attendant
 Learning Assistant (Attendant)
 Oasis Cashier (WL)
 Research Assistant IV
 Tutor III
 Tutor IV

CLASSIFICATION “B”**JOB RATE**

Bindery/Mail Person
 Research Assistant II
 Research Assistant III
 Tutor II

CLASSIFICATION “C”**JOB RATE**

Accounts Payable Clerk
 Assessment Centre Clerk
 Bookstore Cashier
 Bookstore Receiving/Distribution Clerk
 Business Operations Cashier/Clerk
 Campus Cashier
 Circulation Clerk
 College Receptionist
 Computer Lab Clerk
 Divisional Secretary II
 Drafting Technician
 Expediting Clerk
 Facilities Services Clerk
 Forestry Network Accounts Clerk
 Instructional Aide
 International Education Clerk
 Interpreter
 Library Clerk
 Print Services Clerk
 Purchasing Clerk
 Receptionist (WL)

SCHEDULE "A" - POSITIONS BY CLASSIFICATIONS & RATES OF PAY**CLASSIFICATION "C" cont.****JOB RATE**

Reception & Registration Clerk (WL)
 Recreation Supervisor
 Research Assistant I
 Secretary, Facilities Services
 Secretary, Public Relations
 Secretary/Clerk (WL)
 Student Services Receptionist
 Technical Services Clerk
 Treasury Clerk
 Tutor I

CLASSIFICATION "D"**JOB RATE**

Accounts Receivable Clerk
 Admissions/Records Clerk (WL)
 Awards Clerk
 Bookstore Purchasing Assistant
 Business Operations Coordinator (WL)
 Campus Activity Centre Clerk
 Campus Teller
 Counseling Receptionist
 Extension Services Clerk
 Facilities Projects Clerk
 Forestry Network Clerk
 Institutional Research Clerk
 Payroll Clerk
 Receptionist/Clerk (Awards)
 Resource Services Clerk (WL)
 Resource Services Clerk (AITD)
 Scheduling Clerk
 Secretary, Occupational Health & Safety
 Secretary, International Education
 Secretary, VP-Instruction

CLASSIFICATION "E"**JOB RATE**

Accounting Assistant
 Accounts Payable Assistant
 Administrative Assistant, Finance
 Admissions/Records Assistant
 Bookstore Sales Coordinator
 Computer Users Assistant
 Divisional Secretary I
 Senior Payroll Clerk
 Special Needs Transition Planner

SCHEDULE "A" - POSITIONS BY CLASSIFICATIONS & RATES OF PAY

CLASSIFICATION "F"**JOB RATE**

Advertising Coordinator
 Business Assistant, Bookstore
 Coordinator, Registrar's Office (WL)
 Electronic Publisher
 Conference & Events Coordinator
 International Student Advisor
 Library Assistant
 Media Coordinator
 Media Production Technician
 Office Coordinator (WL)

CLASSIFICATION "G"**JOB RATE**

Academic Advisor
 Awards Advisor
 BA Program Advisor
 Community Liaison Coordinator
 International Student Support Coordinator
 Library Technician
 Occupational Health & Safety Coordinator
 Textbook Buyer

CLASSIFICATION "H"**JOB RATE**

Financial Accountant
 Business Analyst
 Data Management Coordinator, Finance
 Data Management Coordinator, Student Records
 Photographer
 Print Services Technician
 Programmer Analyst
 Research Analyst

CLASSIFICATION "I"**JOB RATE**

Treasury Analyst

NOTE: Auxiliary Employees will be paid at 90% of the job rate.

SCHEDULE “B”**POSITIONS BY CLASSIFICATIONS & RATES OF PAY****CLASSIFICATION “A”****JOB RATE**

Evening Janitor
 Kitchen Aide, Food Training
 Model

CLASSIFICATION “B”**JOB RATE**

Delivery Person
 Janitor/Utility Person

CLASSIFICATION “C”**JOB RATE**

Cook
 Driver/Utility Person
 Grounds Assistant
 Mail Person
 Sound Technician
 Utility Person

CLASSIFICATION “D”**JOB RATE**

Baker
 Business Operations Hospitality Coordinator
 Food Services Coordinator
 Service Coordinator, Food Training
 Storekeeper (CAC)
 Storekeeper, Food Training
 Toolroom Attendant

CLASSIFICATION “E”**JOB RATE**

Campus Service Worker (WL)
 Print Services Operator
 Storesperson

CLASSIFICATION “F”**JOB RATE**

Electronics Technician
 Groundskeeper
 Journeyman Cook
 Maintenance/Carpenter

SCHEDULE "B"
POSITIONS BY CLASSIFICATIONS & RATES OF PAY
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CLASSIFICATION "G"

JOB RATE

Building Services Technician
Electrician
Mechanical Systems Technician
Sous Chef

**SUPPORT STAFF SALARY SCHEDULE
POSITIONS BY PAY BAND & RATES OF PAY**

Set out below are the pay bands established by the gender-neutral job evaluation plan.

PAY BAND 1 POSITION TITLE

	JOB RATE	90% RATE	80% RATE
(1) Filing Clerk, Records	16.87	15.18	13.50
(2) Model (90%-80% Rate N/A)			

PAY BAND 2 POSITION TITLE

	JOB RATE	90% RATE	80% RATE
(1) Aerobics Instructor*	17.42	15.68	13.94
(1) Bookstore Receiving Helper			
(1) Finance Clerk*			
(2) Evening Janitor (90%-80% Rate N/A)			
(2) Gymnasium Monitor			
(2) Kitchen Aide, food Training (90%-80% Rate N/A)			

PAY BAND 3 POSITION TITLE

	JOB RATE	90% RATE	80% RATE
(1) Bookstore Clerk*	17.97	16.18	14.38
New01/03/13 (1) Cafeteria Aide*			
(1) Cashier, Food Training			
(1) Gymnasium Attendant			
(2) Mail Person			
(1) Research Assistant IV			
(1) Tutor IV			
(2) Utility Person*			
(1) Waiter/Waitress			

PAY BAND 4 POSITION TITLE

	JOB RATE	90% RATE	80% RATE
(1) Bindery Person*	18.51	16.66	14.81
(1) Bookstore Cashier*			
(1) Circulation Clerk			
(1) Computer Support Assistant			
(1) Drafting Technician			
(2) Driver/Utility Person			
(2) Grounds Assistant			
(1) International Education Clerk			
(1) Learning Assistant*			
(1) Library Clerk			
(1) Research Assistant II			

Note: (1) - 90% auxiliary rate applies -- (2) - 80% assistant rate applies

Note : Application of the 80% or 90% rate to those positions identified with an * does not prejudice either parties' position with respect to that application.

Shaded Positions: Blue-Circle Incumbents in Positions

**SUPPORT STAFF SALARY SCHEDULE
POSITIONS BY PAY BAND & RATES OF PAY**

Set out below are the pay bands established by the gender-neutral job evaluation plan

PAY BAND 4 cont.

	JOB RATE	90% RATE	80% RATE
(1) Research Assistant III	18.51	16.66	14.81
(2) Service Coordinator, Food Training			
(1) Sound Technician			
(1) Switchboard Operator			
(1) Tutor III			
New00/06/02 (1) Typesetter*			

PAY BAND 5 POSITION TITLE

	JOB RATE	90% RATE	80% RATE
(1) Access to Training Clerk*	19.06	17.16	15.25
(1) Accounting Clerk			
(1) Accounts Payable Clerk			
(1) Assessment Centre Clerk			
(1) Athletics & Recreation Assistant*			
(1) Bookstore Coordinator (WL)			
(1) Bookstore Purchasing Assistant			
(1) Bookstore Receiving/Distribution Clerk			
(1) Campus Activity Centre Clerk			
(1) Campus Recreation/Clerk			
(1) Campus Teller			
(1) Clerk/Receptionist, Facilities			
posrev/00/01/18 (1) Computer Systems Assistant*			
(1) Counselling/Academic Advising Receptionist			
(1) Divisional Secretary II			
(1) Evening Receptionist (WL)			
(1) Expediting Clerk			
(1) Extension Services Clerk			
(1) Facilities Services Clerk			
New00/03/29 (1) Human Resources Clerk*			
(1) Learning Network Assistant*			
(1) Print Services Clerk			
(1) Purchasing Clerk			
(1) Reception & Registration Clerk (WL)			
(1) Receptionist (WL)			
(1) Receptionist/Clerk (Awards)			

Note: (1) - 90% auxiliary rate applies -- (2) - 80% assistant rate applies

Note: Application of the 80% or 90% rate to those positions identified with an * does not prejudice either parties' position with respect to that application.

Shaded Positions: Blue-Circle Incumbents in Positions

**SUPPORT STAFF SALARY SCHEDULE
POSITIONS BY PAY BAND & RATES OF PAY**

Set out below are the pay bands established by the gender-neutral job evaluation plan

PAY BAND 5	POSITION TITLE	JOB RATE	90% RATE	80% RATE
	(1) Receptionist/Enquiry Clerk	19.06	17.16	15.25
	(1) Resource Services Clerk (T&T)*			
	(1) Resource Services Clerk (WL)			
	(1) Secretary/Clerk (WL)			
	(1) Secretary, Regional Centre*			
	(2) Storekeeper, Food Training*			
	(1) Technical Services Clerk			
	(1) Treasury Cashier			
	(1) Tutor I			
	(1) Tutor II			

PAY BAND 6	POSITION TITLE	JOB RATE	90% RATE	80% RATE
	(1) Admissions/Records Clerk (WL)	19.60	17.65	15.68
	(1) Awards Clerk			
	(1) Campus Cashier			
	(1) Capital Planning & Projects Clerk*			
	(1) Computer Users Assistant			
	(1) Coordinator, Computing Help Desk			
New00/08/02	(1) Graphic Designer: Print & Web*			
New99/08/05	(1) Medical Office Assistant*			
	(1) Payroll Clerk			
	(1) Program Assistant*			
	(1) Research Assistant I			
	(1) Secretary, Public Relations			
	(1) Secretary, VP-Instruction*			
	(2) Storesperson			
	(2) Toolroom Attendant*			

PAY BAND 7	POSITION TITLE	JOB RATE	JOB RATE	JOB RATE
	(1) Accounting Assistant*	20.16	18.14	16.13
	(1) Administrative Assistant, Finance*			
	(1) Admissions/Records Assistant			
	(1) Bookstore Sales Coordinator			
	(1) Business Assistant, Bookstore			
	(2) Campus Services Worker (WL)			

Note: (1) - 90% auxiliary rate applies -- (2) - 80% assistant rate applies

Note : Application of the 80% or 90% rate to those positions identified with an * does not prejudice either parties' position with respect to that application .

Shaded Positions: Blue-Circle Incumbents in Positions

**SUPPORT STAFF SALARY SCHEDULE
POSITIONS BY PAY BAND & RATES OF PAY**

Set out below are the pay bands established by the gender-neutral job evaluation plan

PAY BAND 7 POSITION TITLE

		JOB RATE	90% RATE	80% RATE
New00/07/21	(1) Captionist*	20.16	18.14	16.13
TitlChg00/07/21	(1) Liaison Coordinator*			
	(1) Conference & Events Coordinator*			
6moPosRev00/09/14	(1) Continuing Education Centre Coordinator*			
	(1) Divisional Secretary I			
	(2) Groundskeeper			
FRB6-B700/6/21	(1) Interpreter*			
	(1) Library Technician			
	(1) Media Coordinator			
	(1) Media Production Technician			
	(2) Print Services Operator			
	(1) Scheduling Clerk			
	(1) Senior Payroll Clerk			
	(1) Special Needs Transition Planner			
	(1) Textbook Buyer			

PAY BAND 8 POSITION TITLE

		JOB RATE	90% RATE	80% RATE
	(1) Academic Advisor	20.71	18.64	16.57
	(1) Accountant			
	(1) Accounting Analyst			
	(1) Awards Advisor			
FRB7-B899/12/01	(1) BA Program Advisor			
	(2) Building Services Technician			
	(1) Business Analyst			
FRB7-B899/12/01	(1) Data Management Coordinator, Finance*			
FRB9-B800/02/02	(1) Data Management/Records Coordinator*			
6moPosRev00/09/14	(1) Extension Services Coordinator II *			
	(1) International Student Advisor*			
	(2) Maintenance/Carpenter			
	(1) Office Coordinator (WL)			
	(1) Print Services Business Coordinator			
	(1) Print Services Senior Operator			
	(1) Programmer Analyst			

Note: (1) - 90% auxiliary rate applies -- (2) - 80% assistant rate applies

Note : Application of the 80% or 90% rate to those positions identified with an * does not prejudice either parties' position with respect to that application .

Shaded Positions: Blue-Circle Incumbents in Positions

**SUPPORT STAFF SALARY SCHEDULE
POSITIONS BY PAY BAND & RATES OF PAY**

Set out below are the pay bands established by the gender-neutral job evaluation plan

PAY BAND 9	POSITION TITLE	JOB RATE	90% RATE	80% RATE
	(2) Electronics Technician	21.25	19.13	16.99
6moPosRev00/02/02	(1) Coordinator, First Nation Services*			
FRB8-B900/06/14	(1) Coordinator, Registrar's Office (WL)			
FRB7-B900/06/21	(1) International Student Support Coordinator*			
FRB8-B900/08/02(tllcgh)	(1) Publications Advertising & Design Coordinator*			
	(1) Occupational Health Nurse			
	(1) Research Analyst*			
	(1) Safety Officer*			
	(1) Web and Internet Services Coordinator*			
PAY BAND 10	POSITION TITLE	JOB RATE	90% RATE	80% RATE
New 99/10/26	(1) Carpentry Coordinator*	21.80	19.61	17.44
	(2) Electrician*			
	(2) Mechanical Systems Technician*			
	(1) Treasury Analyst			

Note: (1) - 90% auxiliary rate applies -- (2) - 80% assistant rate applies

Note : Application of the 80% or 90% rate to those positions identified with an * does not prejudice either parties' position with respect to that application .

Shaded Positions: Blue-Circle Incumbents in Positions

LETTER OF AGREEMENT "A" - Exclusion from 12 Week Maximum Payment

The following employees are excluded from the twelve (12) week maximum payment referred to in Article 10 (e):

ALISON WELLS

LETTER OF AGREEMENT "B" - Bus Driver

The parties agree that the designated Bus Driver will continue to receive a differential of \$65.00 per month over and above his/her normal monthly rate as long as he/she possesses a valid School Bus Driver's Certificate, and drives a bus for the University College.

Outside Trips

1. The Bus Driver shall be paid for layover time at his/her standard hourly rate of pay subject to the following maximums:
 - (a) for trips which return within a 24-hour period, pay shall be given for every hour involved.
 - (b) for trips of more than 24 hours duration a minimum of eight (8) hours continuous rest shall be given per 24-hour period.
 - (c) in the interest of safety, the Bus Driver shall not drive more than twelve (12) hours in a 24-hour period.
2. Where overnight accommodation is required, this shall be paid for by the University College.
3. Reimbursement for meals shall be per University College Policy. On trips which take over four (4) hours, but under eight (8) hours, the employee shall be provided with a minimum of one meal.
4. The Bus Driver may elect to take extra trip earnings in the form of equivalent days off.

LETTER OF AGREEMENT "C" - Retirement

1. No member of the Bargaining Unit shall be required to retire from employment with the University College at any predetermined age.
2. The University College and the Bargaining Unit agree that they must jointly develop procedures to allow for:
 - an employee to elect to take retirement at any age
 - an employee who through age is unable to adequately perform his/her job to explore with the University College alternatives for employment, or else to leave the University College with dignity
 - the provision of applicable benefits to employees independent of age, and the possibility of the continuance of benefits following retirement.
3. During the term of this Collective Agreement, the University College and the Bargaining Unit will undertake discussions to identify procedures described under (2) above. When finalized, these procedures shall be included in a Letter of Agreement, supplementary to this Collective Agreement.

LETTER OF AGREEMENT "D" - Utilization of Auxiliary Employees

The parties agree that the following will apply to the utilization of auxiliary employees:

The Employer agrees to make every reasonable effort to ensure that the use of long-term employees on an auxiliary basis will not supplant the establishing of ongoing positions.

LETTER OF AGREEMENT “E” - Student Employee Guidelines

It is recognized by UCC and the Union that the employment of students on the UCC Campus is beneficial to both students and the institution.

The following guidelines have been developed to ensure clear demarcation between the job responsibilities and contractual rights of student employees versus those of classified ongoing, auxiliary, term-certain employees and Cooperative Education Students.

1. All Student Employees will be recruited and selected with reference to a position description which will be developed by his/her supervisor and shared with the employee, Human Resources Division and the Union.
2. Student employee position descriptions will concisely describe the limited responsibilities of the position in not more than one paragraph. Skills and qualifications required will be commensurate with the limited responsibilities of the position.
3. All student employee position descriptions will be reviewed by the Human Resources Division and passed on to a joint monitoring committee composed of one (1) Union and one (1) management representative, for joint approval. If the position has not been previously approved, then approval must take place no more than five (5) working days after introduction of the position. If the monitoring committee does not agree on the appropriateness of the work for student employment, the matter will be referred to a mutually agreed third party for a binding decision which will be rendered within ten days of referral. This decision shall include retroactive pay if applicable.
4. Student employees' work may be coordinated by designated Union staff, faculty or management.
5. Student employees will not train, schedule or coordinate other employees. Student employees will orient student employee colleagues and “job-shadow” classified employees experienced in performing the duties the student employee must develop proficiency for.
6. Student employees will not work more than 20 hours weekly except during periods of summer employment in which case completion of the winter semester and admission to the following fall semester qualifies the student to be hired as a student employee.
7.
 - (a) The hiring of student employees will not result in the reduction of regular hours or the displacement of existing auxiliary or ongoing staff. Furthermore, in determining the extent to which student employees would be engaged, the University College will consider the degree to which regular or auxiliary employees may already be on layoff or on reduced hours at the time the student hiring is taking place.
 - (b) The hiring of student employees will not preclude the hiring of auxiliary employees or the creation of ongoing support staff positions.
 - (c) At its sole discretion, UCC may incorporate work currently done through student employment into new ongoing or auxiliary positions.

8. Student employees will not be hired in a relief capacity if qualified auxiliary and ongoing staff are on layoff, reduced hours or on the recall list.
9. Student employees will be paid at classified union rates if they are working in a relief capacity. All placement will be done in consultation with the Human Resources Division.
10. These guidelines will be implemented by June 1, 1995, and continue to May 31, 1996. They will be formally reviewed by December 1, 1995, and changes will be made, if necessary, by mutual agreement.
11. These guidelines will not be raised by either party as an issue in the collective bargaining for renewal of the current Collective Agreement.
12. Human Resources will post and coordinate all student employment on campus. The posting of student positions will adhere to the principles set forth in Article 11 (a) in the current Collective Agreement although the rigid requirements of that Article may be modified. Specifically,
 - (a) A roster of all student positions will be posted in the vicinity of the Student Services' Office for a period not less than ten (10) working days.
 - (b) Each division will post a list of student employee positions for period of not less than ten (10) working days.
 - (c) Information on student employee opportunities will be published in the "Omega".
 - (d) The posting information will include sufficient specifics for each position so that the duties, responsibilities, qualifications and rates of pay are readily understood.
13. Students are excluded from provisions of the following Articles in the Collective Agreement:
 - Article 9 Seniority
 - Article 10 Layoff, Severance and Recall
 - Article 11(c) Trial Period
 - Article 11(d) Result of Trial Period
 - Article 15 Hours of Work
 - Article 16(a) Overtime Defined #2 and 3,
 - Article 16(b) Overtime During Layoffs
 - Article 16(c) Minimum Call Back Time
 - Article 17 Differential Pay & Allowances
 - Article 18 Holidays
 - Article 19 Vacations
 - Article 20 Sick Leave Provisions
 - Article 21 Temporary Disablement
 - Article 22 Leave of Absence
 - Article 23(b) Vacation Pay
 - Article 23(c) Pay During Ongoing and Temporary Transfers
 - Article 24 Job Evaluation
 - Article 25 Performance Evaluation

Article 27 Technological Change

Article 29 Benefits

Article 31 Subcontracting

LETTER OF AGREEMENT “F” - Layoff of Ongoing Status Employees

This letter of agreement provides full resolution to Grievance 99-01

- (1) The parties agree that auxiliary employees shall accrue seniority by accumulative hours worked, rather than ten (10) months continuous service as in Article 8(d). That is, once an employee accumulates 560 hours worked, they will attain ongoing status and their seniority date shall be established by crediting the employee one-day seniority for each day worked back to July 1, 1992.
- (2) Auxiliary employees and employees with ongoing status shall receive a letter of appointment with a start and end date for each assignment of less than four (4) months duration, except in the case of sick leave relief when no end date shall be required. Employees shall pick up the appointment letter at the Human Resources Department at the commencement of each assignment.
- (3) The duration of the appointment, as set out in the appointment letter, shall not be reduced or be extended.
- (4) No lay-off notice is required for auxiliary employees or employees with ongoing status except as provided in paragraph 5.
- (5) When an auxiliary employee or an employee with ongoing status accepts a temporary posted position of four (4) months or greater, and the employer eliminates the position, or reduces the hours in the position, for bona fide operational reasons, the auxiliary employee or employee with ongoing status shall receive two (2) calendar months written notice, or pay in lieu, consistent with the employee's current work schedule. This does not apply to posted sick leave relief positions..
- (6) Auxiliary employees may use his/her hours to apply for internal positions as provided for in Article 11 of the Provincial Agreement.
- (7) All affected auxiliary employees shall receive notification of their total accumulated hours by May 4, 2002. Auxiliary employees who have accumulated 560 hours will be granted ongoing status and be notified of their seniority date. The Union will be provided with copies of the notification by May 4, 2001.
- (8) This agreement does not affect ongoing full time or part time employees, as these employees shall continue to receive full lay-off notice as per the Collective Agreement, (i.e. one to four months notice as applicable).
- (9) The parties agree to modify Article 8(d) to reflect the provisions of this agreement.
- (10) Any disputes regarding the interpretation or application of this agreement shall be referred for binding resolution to Stephen Kelleher, Q.C.
- (11) This agreement supersedes and replaces the Letter of Agreement (Resolve to GR 97-12 (11 Day Break) dated September 29, 1998 and resolves GR 99-01 and any current claims related to auxiliary lay-off and notice.

LETTER OF AGREEMENT “G” - Aerobics Instructor

WITHOUT PREJUDICE

The parties agree that employees hired in the position of Aerobics Instructor will have a three-hour variance to the hours of work. That is, the minimum daily guaranteed hours of work shall be one (1) hour. Therefore, an employee reporting to work as an Aerobics Instructor shall be paid accordingly for their time worked, with a minimum of one hour’s pay.

This variance is without prejudice to hours of work for any other positions and applies only to the position of Aerobics Instructor. All other positions will adhere to the four-hour minimum daily guarantee (excluding student positions).

All other provisions are as per the Collective Agreement.

LETTER OF AGREEMENT “H” - Job Description Format

This letter of agreement provides full resolution to grievance 98-03.

- (1) The format of CUPE job descriptions shall be modified as follows:
 - (a) Skills, knowledge or abilities required by UCC will be stated under the heading “Skills, Knowledge or Abilities Related to the Job”, and shall be ranked according to the established criteria in the Joint Job Evaluation Manual;
 - (b) An additional section headed “Working Conditions” will be added to all position descriptions;
- (2) UCC will determine the job content, duties and qualifications of positions, subject to the Collective Agreement and the Job Evaluation Manual.
- (3) The parties agree that the currency of “related experience” may be an aspect of the employer’s considerations when making an appointment under Article 11(b). The Union maintains the right to challenge the requirement of currency as a “related experience” factor as it may arise in a given situation.
- (4) The phrase “Other Duties Related to the Position” shall be removed from all position descriptions. The parties agree that every effort shall be made to itemize the job duties within the position description. However, it is agreed by the parties that the occasional performance of a minor task directly related to an employee’s job function may occur.
- (5) The format of job descriptions will be modified to reflect the above changes as jobs are posted in future, or changed as a result of an appeal or review.
- (6) It is understood that the above modifications to the job description format do not alter the selection process set out in Article 11(b) of the Collective Agreement.
- (7) It is understood that no appeal or review of a job will occur solely as a result of changes made under this agreement.
- (8) CUPE and its members shall retain the right to access the dispute resolution mechanisms of the Collective Agreement and the Job Evaluation Manual.
- (9) This agreement shall not terminate on the expiry of the current Collective Agreement.

LETTER OF AGREEMENT “T” – Assignment of Auxiliary Work

1. The Employer will continue to assign auxiliary work to any employees who work less than full-time year round and nothing in this agreement is intended to alter, amend or supersede any rights contained in the Collective Agreement.
2. The Employer will send an initial notification to all bargaining unit employees that as well as continuing to be eligible for additional hours in their own position, they may, if they work less than full-time year round, place themselves on the auxiliary list (through written notification to Human Resources) for the purpose of obtaining additional auxiliary work in other positions as their seniority and qualifications provide.
3. The Employer must assign auxiliary work in blocks of four hours or more unless the assignment is for sick relief or is for other auxiliary work that does not exceed 10 consecutive working days in duration. In case of sick relief or auxiliary work not exceeding 10 consecutive working days, the Employer may assign block of less than four hours of work subject to the conditions set out in paragraph 4.
4. In the case of blocks of less than four hours work described in 3 above, it is understood that this work will be offered to senior qualified employees on the auxiliary list without regard to whether an employee has worked. The assignment will be made on the following basis:
 - a) If the employee has not been assigned to work on a day of the assignment the employee will be paid a minimum of four hours for that day of the assignment
 - b) If the employee has other assigned work on a day of the assignment they may be assigned and paid for additional work of less than four hours for that day of the assignment. However, employees will be limited to one additional work assignment per day.
 - c) The Employer shall not be required to assign additional auxiliary work where that assignment results in overtime.
5. The Parties agree that the Williams Lake Campus will be bound by this Letter of Agreement. However it is understood that there may be exceptional circumstances where the assignment of less than four hours work may exceed 10 consecutive working days and extend to a maximum of 20 consecutive working days. In the rare instance where the Employer feels it has exhausted all options it will request the Union’s agreement to extend the maximum 20 consecutive days to a maximum of 25 consecutive days. Union agreement will not be unreasonably withheld.
6. The parties have agreed that the Burnaby Campus is continuing to operate under a different Collective Agreement. As a result, it is understood that this Letter of Agreement will have no application to the Burnaby Campus until either a relocation of that campus occurs or a new Collective Agreement is reached.

LETTER OF UNDERSTANDING “J” – Undergraduate Research Assistants

The parties recognize that undergraduate students doing research work for faculty members funded through external agencies are excluded from the bargaining unit. Undergraduate Research Assistants will carry at least 60% of a full course load within the current academic year. Undergraduate Research Assistants will not work beyond the completion of all their degree requirements unless it becomes necessary to complete the research project. In that case, the Undergraduate Research Assistant may be extended a maximum of three months.

The parties also agree that the work performed by Undergraduate Research Assistants will not erode or prevent growth of the bargaining unit or encroach on the bargaining unit.

To ensure that such erosion, encroachment or growth limitations does not occur the parties agree as follows:

- a. The tasks that Undergraduate Research Assistants perform will be directly related to the mandate of the external grant but are generally as follows:
 - Preparing materials for an experiment, setting up experimental equipment, monitoring and recording experimental results, inputting and formatting data for analysis, conducting preliminary analyses of the significance of the results, carrying out a review of pertinent literature and assisting with the preparation of a manuscript;
 - Collating and entering pre-existing data for statistical analysis, carrying out preliminary statistical analysis or meta-analyses, creating and conducting computer simulation models (which could entail some basic programming), monitoring and summarizing the results of a computer simulation;
 - Searching the published literature on a particular thematic area and determining the relevance of articles for copying and later inclusion in a summary database, cataloguing and filing précis and keyword summaries for the most important literature under the theme, discussing recurrent concepts discovered with the grant holder and preparing draft manuscripts;
 - Developing a knowledge of the techniques used to identify and monitor species of plants or wildlife, locating geo-referenced sites and recording field data on the occurrence or activities of plants and wildlife, assisting in the capture, handling, and collecting of specimens, collating and entering data and preparing databases; carrying out preliminary statistical analyses;
- b. When external research funding is approved, TRU will meet with CUPE to discuss the nature of the work the Undergraduate Student Researcher(s) will be performing. TRU will also share the name of the funding agency, the name of the faculty member receiving the grant, the name and proof of eligibility of the student(s) who will be doing the work. TRU will also share the approximate timing of when work will begin and when the project should be completed and any additional information CUPE may require. Any additional work that is created as a result of this grant that would normally fall within the scope of CUPE work will be performed by bargaining unit members as per the CUPE Collective Agreement.

- c. If, as a result of this review, CUPE believes that there is a problem, the parties will meet within three (3) days to attempt to resolve the issue. If there is no resolution, an agreed upon third party will be asked to resolve the issue within three (3) days.