

AGREEMENT

BETWEEN

THE UNIVERSITY OF NORTHERN BRITISH COLUMBIA

AND

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

(Effective July 1, 2010 to June 30, 2014)

RATIFIED

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ARTICLE 1 - PURPOSE

1.01 PURPOSE OF AGREEMENT

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

1.02 DEFINITIONS

- (a) Regular Full-Time Employee - an employee occupying a permanent position whose work week averages thirty-five (35) or forty (40) hours (excluding overtime). **Certain classifications of employees are scheduled to work more than eight (8) hours a day on a rotational basis, averaging 40 hours per week.**
- (b) Regular Part-Time Employee - an employee occupying a permanent position whose work week averages less than **the regular full time hours for that position** (excluding overtime).
- (c) Seasonal Employee - an employee hired on a full-time or part-time basis for a period greater than two (2) months and with a predetermined end date not to exceed ten (10) months. Seasonal employees may be hired where the work to be performed is cyclical/seasonal in nature. The University shall not convert a current employee from a regular to seasonal status without the mutual consent of the Union. Seasonal employees will be offered direct reappointment into the position where the need for the position reoccurs in the next season/cycle. Seasonal employees shall be entitled to all rights and privileges and benefits of the Collective Agreement that refer to regular employees for the duration of their season.
- (d) Term Employee - an employee hired on a full-time or part-time basis for a period greater than two (2) months and with a predetermined termination date not to exceed twelve (12) months except when replacing item (iv) **and (v)** below. When a term employee is replacing a regular employee on maternity and/or parental leave the term may be extended beyond twelve (12) months to a maximum of the equivalent of the regular employee's vacation accrual entitlement and time in lieu. Term employees may be hired for any of the following reasons:
 - i) to fill a position necessitated by a temporary increase in workload;
 - ii) to fill a position where the work is for a special project of a fixed duration;
 - iii) to replace a Regular employee in a term position;
 - iv) to replace a Regular employee on maternity and/or parental leave;

- v) or long term disability or other approved leave of absence
- vi) **to replace a Regular employee on secondment;**
- vii) **to fill a position where more than fifty percent (50%) of the funding is derived from a source other than the University's base operating grant; or**
- viii) any other circumstances where there is mutual agreement of the University and the Union.

Term employees shall receive all rights, privileges and benefits unless otherwise stated in the Collective Agreement.

- (e) Casual Employee - an employee hired to work on an on-call, as-needed basis in a single assignment not to exceed two (2) months in duration unless mutually agreed to by the University and the Union. Casual employees shall receive only those monetary benefits where specific reference is made to entitlement. Casual employees shall receive rights and privileges of the Collective Agreement except layoff/recall (Article 17) unless otherwise stated.
- (f) Regular Employee - includes regular full-time (Article 1.02(a)) and regular part-time (Article 1.02(b)) employees.
- (g) Union - the Canadian Union of Public Employees, Local 3799.
- (h) University - the University of Northern British Columbia.

ARTICLE 2 - RIGHTS OF THE PARTIES

2.01 MANAGEMENT RIGHTS

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

2.02 UNION RIGHTS

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

ARTICLE 3 - RECOGNITION

3.01 BARGAINING UNIT

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

3.02 WORK OF THE BARGAINING UNIT

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

3.03 NAMES OF AUTHORIZED REPRESENTATIVES

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

3.04 UNION'S ACCESS TO THE UNIVERSITY'S PREMISES

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

3.05 EMPLOYEES' ATTENDANCE AT UNION MEETINGS

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

3.06 COMMITTEE LEAVE/TIME WORKED

- (a) Time spent during regular working hours in serving as a Union representative to a University Committee or a joint University/Union Committee will be considered as time worked. Permission to leave work for such purposes must first be obtained from the supervisor. Such permission will be subject to operational requirements but will not be unreasonably withheld.
- (b) When a University Committee or a joint University/Union Committee requests that an employee attend education courses or conferences related to the Committee function, those requests shall be forwarded to the Director of Human Resources for a decision. If approved, an employee attending education courses or conferences during regular working hours will not suffer any loss of pay, rights or benefits.

3.07 RIGHT TO BE ACCOMPANIED

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

ARTICLE 4 - NO DISCRIMINATION OR PERSONAL HARASSMENT

4.01 NO EMPLOYMENT DISCRIMINATION

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

4.02 PERSONAL/SEXUAL HARASSMENT

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

ARTICLE 5 - UNION SECURITY

5.01 NO DISCRIMINATION FOR UNION ACTIVITY

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

5.02 MEMBERSHIP REQUIREMENTS

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

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

Employees who were members of the bargaining unit on January 27, 1995, but who were not members of the Union on that date shall not be required to join the Union, but shall be required to pay any dues, fees or assessments to the Union;

- (b) **New Employees:** Employees hired after January 27, 1995, shall become Union members within one (1) month of their date of hire, and shall maintain membership in the Union throughout their employment;
- (c) The Union shall not, without good and sufficient cause, refuse an employee applying for membership, nor suspend or expel from membership an employee without cause.

5.03 UNION REPRESENTATIVES

- (a) In all matters involving the regulation of relationships between the University, the employees and the Union, including the interpretation and administration of this Agreement, the University will recognize those persons who are authorized representatives of the Union in accordance with Article 3.03 of this Agreement. The University shall not discriminate against such representatives of the Union for carrying out their proper and lawful duties under this Agreement or any applicable legislation.
- (b) Shop Stewards shall be selected from among the members of the bargaining unit. Stewards shall be granted reasonable time during regular working hours to perform their duties within their respective work areas without loss of pay. Stewards will not absent themselves from their work areas without first seeking

the consent of their supervisors. Such consent will be subject to operational requirements and will not be unreasonably withheld.

- (c) Where the required consent has been given to a Shop Steward for time off during working hours to perform Union duties, such time off shall be given without loss of pay for:
- (i) Stewards to perform their duties within the area in which they work, or in another work area in circumstances where the Steward for the other area is not available and consent is granted in accordance with Article 5.03 (b);
 - (ii) Union representatives who are members of a joint Committee to attend any meetings of joint Committees established under the terms of this Agreement, or established by the University through the Director of Human Resources, or his/her designate;
 - (iii) any Union representatives whose presence is necessary at an ad hoc joint Committee meeting which has been requested by either party and agreed to by the Director of Human Resources, or his/her designate;
 - (iv) any Union representative to attend a joint meeting provided for in the specific terms of this Agreement;
 - (v) a Union representative to meet with new employees in accordance with Article 7, provided that the meeting is at the work site where the Union representative works.

5.04 NOTIFICATION OF EMPLOYEE STATUS

The University agrees to notify the Union within ten (10) working days of the date of hire, the name, position, location and start date of each new employee. The University agrees to notify the Union within ten (10) working days of the date that a bargaining unit member terminates his/her employment, changes position within the bargaining unit or is transferred outside the bargaining unit.

ARTICLE 6 - CHECK-OFF OF UNION DUES

6.01 AUTHORIZATION FOR CHECK-OFF

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

6.02 DEDUCTION OF DUES

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

6.03 DIRECT REMITTANCE

Deductions shall be forwarded in **three (3) cheques**, one (1) cheque to the National Secretary-Treasurer of the Canadian Union of Public Employees (CUPE), one (1) cheque to CUPE Local 3799, **and one (1) cheque to CUPE BC Secretary-Treasurer.**

Deductions shall be forwarded no later than ten (10) working days following the period for which the dues were deducted. The cheques shall be accompanied by a list of the names, total wages and dues deducted.

6.04 T-4 SLIPS

Electronic T-4 slips issued to employees will include the amount of Union dues deducted in that taxation year. **The University shall continue to provide an opportunity for employees to receive traditional paper T-4 slips for those wishing them.**

ARTICLE 7 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES

7.01 NEW EMPLOYEES

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

7.02 INTERVIEWING OPPORTUNITY

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

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

ARTICLE 8 - CORRESPONDENCE

- 8.01** Unless otherwise detailed in this Agreement, official correspondence shall pass to and from the President of the Union or his/her designate and the Director of Human Resources of the University or his/her designate.
- 8.02** A copy of any official correspondence between the Director of Human Resources of the University or his/her designate and any employee in the bargaining unit, pertaining to the interpretation or application of any part of this Agreement, shall be forwarded to the Secretary of the Union or his/her designate.

ARTICLE 9 - LABOUR-MANAGEMENT COMMITTEE

9.01 REPRESENTATIVES ON THE COMMITTEE

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

9.02 PURPOSE OF THE COMMITTEE

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

9.03 JURISDICTION OF THE COMMITTEE

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

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

9.04 MEETINGS, NOTICE & AGENDA

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

9.05 CHAIR & QUORUM

Each party shall designate the number of its representatives which shall constitute a quorum. A University and a Union representative shall be designated as joint Chairpersons and shall alternate in presiding over meetings.

9.06 MINUTES

Minutes of each meeting shall be prepared and distributed, normally within ten (10) working days following the meeting. Minutes will be reviewed for approval or revision at the next Committee meeting. Approved minutes will be co-signed by the joint Chairpersons.

ARTICLE 10 - LABOUR-MANAGEMENT BARGAINING RELATIONS

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

10.01 REPRESENTATIVES

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

10.02 UNION BARGAINING COMMITTEE

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

10.03 FUNCTION OF BARGAINING COMMITTEE

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

10.04 TIME OFF FOR MEETINGS

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

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

10.05 TECHNICAL INFORMATION

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

10.06 PREPARATION TIME

Members of the Union Bargaining Committee will be permitted up to five (5) days of leave with pay for pre-negotiation preparation time during the six (6) month period preceding the expiry of the Collective Agreement.

ARTICLE 11 - RESOLUTIONS OF THE UNIVERSITY AND THE UNION

11.01 UNIVERSITY SHALL NOTIFY UNION

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

11.02 UNION SHALL NOTIFY UNIVERSITY

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

11.03 ANNUAL BUDGET

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

11.04 BOARD OF GOVERNORS INFORMATION

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

11.05 UNION INFORMATION

The University shall be provided with copies of newsletters, bulletins or other information circulated to the general membership at the same time as they are sent to Union members. The Union reserves the right to deem and distribute confidential information to its members without providing copies to the University.

ARTICLE 12 - RESOLUTION OF GRIEVANCES

12.01 DEFINITION OF GRIEVANCE

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

12.02 SETTLING OF GRIEVANCES

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

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

Step 2: Failing satisfactory settlement at Step 1 and within ten (10) working days of the meeting with the supervisor, the grievance may be referred in writing to the employee's Director/Dean. The grievance form shall record:

- The nature of the issue giving rise;
- The article(s) alleged to have been violated;
- The remedial action sought.

Within ten (10) working days of receipt of Step 2 grievance, the Director/Dean shall provide a written decision;

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

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

12.03 DISMISSAL OR SUSPENSION GRIEVANCE

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

12.04 POLICY GRIEVANCE

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

12.05 UNION OR UNIVERSITY MAY INITIATE GRIEVANCE

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

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

12.06 DEVIATION FROM GRIEVANCE PROCEDURE

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

12.07 FACILITIES FOR GRIEVANCES

The University shall provide the necessary facilities for grievance meetings.

12.08 TIME LIMITS

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

ARTICLE 13 - ARBITRATION

13.01 ARBITRATION BOARD

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

13.02 AUTHORITY AND POWER OF THE ARBITRATION BOARD

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

13.03 PAYMENT OF COSTS OF ARBITRATION

Each party shall pay its own costs and expenses of arbitration, including the costs of its own nominee and one-half (½) of the compensation and other expenses of the Chairperson.

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

13.04 EXTENSION OF TIME LIMITS

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

13.05 EXPEDITED ARBITRATION

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

13.06 CONSENSUAL MEDIATION-ARBITRATION

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

13.07 ARBITRATOR ACCESS TO UNIVERSITY PREMISES

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

13.08 WITNESSES

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

13.09 LEAVE TO ATTEND ARBITRATION PROCEEDINGS

Employees shall be permitted time off to attend arbitration proceedings that they are directly involved in whether as a grievor, witness or Union representative. Leave for the grievor and one Union representative shall be without loss of pay. The costs of salaries and benefits for other witness(es) called by the Union who are granted leave to attend arbitration proceedings shall be billed to the Union.

ARTICLE 14 - DISCIPLINE AND DISCHARGE

14.01 DISCHARGE AND DISCIPLINE PROCEDURE

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

14.02 TERMINATION OF PROBATIONARY EMPLOYEES

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

14.03 DESIGNATION OF SUPERVISORS

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

14.04 RIGHT TO HAVE A UNION STEWARD PRESENT

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

14.05 EMPLOYEE PERSONNEL FILE

- (a) An employee shall, upon twenty four (24) hours notice, be entitled to review his/her personnel file, in the presence of a University representative and in the office in which the file is normally kept. The employee may be accompanied by a Union Steward or other authorized representative of the Union. On request, the employee will be provided with a photocopy of any item contained within the file. The employee shall not remove, deface or alter any materials contained in the file;
- (b) Any disagreements about the accuracy of information contained in the employee's personnel file may be subject to challenge through the grievance procedure in this Agreement.

14.06 FORMAL REPRIMAND

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

14.07 DISCIPLINARY RECORD

The disciplinary record of an employee shall be removed and not be used against him/her at any time after one (1) year from the date of the incident provided that there has been no further disciplinary action taken during that time and provided the discipline was not related to harassment or discrimination. In the event that an employee is disciplined related to harassment/discrimination, the disciplinary record shall be placed in a sealed envelope and not be used against him/her at anytime after two (2) years have passed from the date of the incident provided that there has been no further disciplinary action taken during that time.

14.08 UNJUST SUSPENSION OR DISCHARGE

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

14.09 CROSSING OF PICKET LINES

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

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

Such refusal shall not be grounds for disciplinary action.

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

14.10 CLC ACTIONS

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

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

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

14.11 PROFESSIONAL CONDUCT

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

14.12 DISMISSAL OR SUSPENSION GRIEVANCE

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

ARTICLE 15 – SENIORITY

The Employer will recalculate the seniority of all employees. The revised seniority dates will recognize hours of work, prior to July 1st, 2005. These hours will be counted towards their present day seniority.

Transitional Clause: For up to six (6) months from the signing date of this Agreement, employees who were Casual prior to July 1st, 2005 may request in writing to have their casual hours recognized for seniority purposes.

15.01 SENIORITY DEFINED

- (a) Regular Employees:
Regular employee seniority is defined as the length of service in the bargaining unit of a regular full-time or regular part-time employee and shall include service with the University prior to the certification or recognition of the Union. Seniority shall operate on a bargaining unit wide basis;
- (b) Term Employees:
Term employee seniority is defined as the number of hours worked as a term employee in all term and casual appointments;
- (c) Casual Employees
Casual employee seniority is defined as the number of hours worked as a casual employee in all term and casual appointments.

15.02 SENIORITY LIST

The University shall maintain a seniority list showing the date upon which each employee's service commenced. Where two (2) or more employees commence work on the same day, their relative seniority shall be determined by the employee with the earliest date of birth in a calendar year. An up-to-date seniority list shall be sent to the Union and posted on designated bulletin boards by March 1 of each year. Any objection to the accuracy of the information on the posted list shall be made in writing to the

Director of Human Resources within ten (10) working days of the list being posted. Thereafter, the posted list will be deemed to be valid and correct for all purposes. If an employee is absent from work at the time the list is posted, the period for making known an objection shall be five (5) working days following their return to work.

15.03 LOSS OF SENIORITY - REGULAR EMPLOYEES

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

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

- (a) he/she is discharged for just cause and is not reinstated;
- (b) he/she resigns their position and does not withdraw the resignation within twenty-four (24) hours;
- (c) he/she is laid off and is not re-employed within twelve (12) months;
- (d) he/she fails to return to work after a layoff within seven (7) calendar days following receipt of a notice by double registered mail to do so, unless through sickness or other just cause. Laid off employees engaged in alternate employment and who are recalled shall be permitted to give their current employer reasonable notice of termination, not to exceed two (2) weeks;
- (e) he/she refuses recall and where there is no other more junior employee on the layoff list qualified and able to perform the work to which he/she is being recalled;
- (f) he/she is absent from work without authority for more than four (4) working days unless they had a justifiable reason for having failed to notify their supervisor;
- (g) he/she fails to return to work within two (2) working days following a strike or lockout unless he/she had a justifiable reason for having failed to request permission to delay their return to work; or
- (h) he/she accepts a permanent position outside of the bargaining unit and successfully completes the trial period.

15.04 LOSS OF SENIORITY - TERM EMPLOYEES

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

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

- (a) he/she is discharged for just cause and is not reinstated;
- (b) he/she resigns their position and does not withdraw the resignation within twenty-four (24) hours;
- (c) his/her term expires, or he/she is laid off during their term appointment and is not re-employed within twelve (12) months;
- (d) he/she fails to return to work after a layoff within seven (7) calendar days following receipt of a notice by double registered mail to do so, unless through sickness or other just cause. Laid off employees engaged in alternate employment and who are recalled shall be permitted to give their current employer reasonable notice of termination, not to exceed two (2) weeks;
- (e) he/she refuses recall and where there is no other more junior term employee on the layoff list qualified and able to perform the work to which he/she is being recalled;
- (f) he/she is absent from work without authority for more than four (4) working days unless they had a justifiable reason for having failed to notify their supervisor;
- (g) he/she fails to return to work within two (2) working days following a strike or lockout unless he/she had a justifiable reason for having failed to request permission to delay their return to work; or
- (h) he/she accepts a permanent position outside of the bargaining unit and successfully completes the trial period.

15.05 LOSS OF SENIORITY - CASUAL EMPLOYEE

A casual employee shall not lose their seniority if he/she is absent from work because of sickness, disability, accident, leave approved by the University or is assigned to a term position.

A casual employee shall lose his/her seniority in the event that:

- (a) he/she is discharged;
- (b) he/she resigns their position;
- (c) he/she accepts a permanent position within the University outside of the bargaining unit and successfully completes the trial period;
- (d) he/she has not accepted a work assignment for a period in excess of six (6) calendar months.
- (e) he/she has not been called for work for a twelve (12) month period.

15.06 TRANSFER AND SENIORITY OUTSIDE BARGAINING UNIT

No employee shall be transferred to a position outside the bargaining unit without his/her consent. If an employee is transferred to a position outside of the bargaining unit, he/she shall retain his/her seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. If the position to which the employee is transferred is permanent, he/she shall only have the right to return to his/her former position in the bargaining unit during the trial period in the position. If the position to which the employee is transferred is for a fixed term, the employee shall have the right to return to their former position at the completion of the term, providing the term does not exceed one (1) year.

ARTICLE 16 - JOB POSTING PROCESS

16.01 INTERNAL SELECTION POLICY

The University subscribes to the principle of affording opportunities for promotion and transfers to employees and believes that job opportunities should increase with length of service. The following factors shall be given equal weight when considering candidates: education, knowledge, skills, experience and seniority. All determinations by the University regarding candidates will be made fairly, reasonably without discrimination, and in good faith.

16.02 JOB POSTING REQUIREMENTS

Subject to the other specific provisions of this Agreement, when the University decides to fill a vacant existing or newly created job within the categories of regular full-time, regular part-time or term, the position shall be posted within the University for a minimum period of **seven (7)** working days in order to bring the job to the attention of existing employees and to provide them with an opportunity to apply. **The University may post the vacancy simultaneously externally provided that the University does not review the external applications until they are satisfied there are no qualified internal candidates.**

16.03 INFORMATION IN POSTINGS

Job postings shall include the following information:

- title of the position;
- a general description of the role;
- required education, knowledge, skills and experience;
- hours of work and shifts (if any);
- classification grade and salary range, as appropriate to the position.

Education, knowledge, skills and experience must be related to the duties and responsibilities of the positions and will not be established in an arbitrary or discriminatory manner. Internal job postings will contain the phrase “equivalent combination of education and experience will be considered”, except where legislative or statutory requirements prevent it or where a documented academic or technical credential is required to fulfill a licensing, maintenance or warranty requirement. All job postings shall state “The University of Northern British Columbia encourages applications from women, visible minorities, persons with disabilities and aboriginal persons”.

16.04 TEMPORARY ASSIGNMENT DURING POSTING AND SELECTION PROCESS

Prior to selecting a candidate to fill the position and subject to the specific provisions of this Agreement, the University may fill the position with a casual employee or may reassign an existing employee to the position not to exceed two (2) months.

16.05 EXTERNAL RECRUITING AND ADVERTISING

The University will **be able to** advertise vacant positions externally **at the same time as the internal posting provided that** the applications of regular, term, and casual employees have been considered and a decision made that they do not have the required education, skills, knowledge and experience. Where there is an internal candidate who possesses the required education, skill, knowledge and experience for the position, the position will be awarded to that internal applicant.

16.06 APPOINTMENT POLICY

- (a) Subject to 16.06(b), the University will appoint the senior candidate whose education, knowledge, skills, experience **and abilities** indicate that he/she is qualified for the position. These factors will be given equal weight when considering candidates.

Equivalency, as outlined in Article 16.03, will be used for education, **knowledge, skills, experience and abilities**.

- (b) Applications will be processed in the following order:
- i. Regular Employees;
 - ii. Term Employees;
 - iii. Casual Employees;
 - iv. External Applicants.

16.07 TRIAL PERIOD FOR CANDIDATES CHOSEN INTERNALLY

- (a) When an internal candidate is selected for a position, the employee shall be given a trial period not exceeding **four (4)** calendar months, during which the University will provide levels of orientation and training which are appropriate to the nature and complexity of the job tasks. During the trial period, any shortfall in performance will be brought to the attention of the employee and the University will provide the employee with guidance in an effort to assist the employee to meet the performance requirements of the job.
- (b) During the trial period, if it becomes evident to the University that the employee will not satisfy the job requirements, or the employee decides not to continue in the position, the training period may be ended. The employee will then be returned to his/her former position without loss of seniority and any other employee whose position changed as a result of the selection of the internal candidate shall also be returned to their former position without loss of seniority. Where the initial posting was for a term position, the University may re-post the position in accordance with the terms of Article 16.02 **or appoint another qualified candidate from the original competition**.

16.08 NOTIFICATION TO INTERNAL APPLICANTS

Within ten (10) working days of the date of the appointment to a permanent vacancy, the name of the successful applicant shall be posted on e-mail with a copy to the Union. Upon request, a representative of Human Resources Department will meet with an unsuccessful applicant to discuss why they were not selected.

16.09 PROBATIONARY PERIOD

- (a) The purpose of the probationary period is to allow the University to determine a new employee's suitability for continuing employment. New employees will be on probation for a period of six (6) calendar months. Upon notification to the employee and stating the rationale to the Union, this period may be extended by the University for up to three (3) months. During the probationary period, the employee shall be entitled to the rights and privileges of the Collective Agreement except seniority (Article 15). Upon successful completion of the probationary period, seniority shall be backdated to the date of hire.

- (b) **TERM PROBATIONARY PERIOD**

Term employees must successfully complete their initial probationary period before the University considers them eligible to apply for any other term position.

16.10 PROMOTIONS REQUIRING HIGHER QUALIFICATIONS

If there is no regular employee appointed in accordance with Article 16.06 (a), the University may appoint a regular employee candidate who does not possess the required qualifications but who is preparing for qualifications prior to filling the vacancy. The University shall establish a period within which the qualifications must be obtained and shall establish the length of the trial period which will not exceed one (1) year. If the qualifications are not obtained or if the trial period is unsuccessful, the employee shall revert to his/her former position.

16.11 EMPLOYMENT STATUS

An internal applicant's employment status is their status on the date that the internal posting closes.

16.12 SELECTION COMMITTEES

- (a) Selection Committees for CUPE positions will include at least one (1) CUPE bargaining unit member;
- (b) The CUPE bargaining unit member shall have the right to disagree with the selection committee decision and register disagreement with a note to the competition file with a copy to the Union.

16.13 SELECTION COMMITTEE INFORMATION

The University shall, upon request, provide the Union with relevant information contained in the competition file, including, but not limited to, any decision matrix used by the selection committee, if applicable.

16.14 TERM AND/OR CASUAL EMPLOYEE PREFERENCE

In the event that a term or casual employee is selected for a regular full-time or part-time position, and subject to Articles 15.04 and 15.05 the regular employee seniority shall be backdated to the date equivalent to the hours of service provided since beginning employment with the University.

Consistent with Article 16.06, qualified term and casual employees will always have preference over an external applicant.

16.15 TERM EMPLOYEES ELIGIBILITY TO APPLY

Term employees must complete a minimum of seventy-five percent (75%) of the length of their term assignment before the university considers them eligible to apply for another term position.

16.16 TERM POSITION TRANSFERS FOR REGULAR OR SEASONAL EMPLOYEES – INCORPORATED FROM LOU #12

Definition:

The university recognizes and supports the development of its employees through promotion and transfer in balance with operational needs. Operational needs require that the transfer minimize disruption to services and departments.

Eligibility:

Any regular or seasonal employee must successfully complete their probationary period before the University considers them to apply for any term position. In accordance with Article 16.09, seniority will be backdated for new employees, upon successful completion of their probationary period.

Process for Term Position Transfers:

Regular and seasonal employees can be awarded a term position transfer under the following conditions, provided they are determined to be the successful candidate and have met the above eligibility requirements.

- Acceptance of a 2 – 12 month term position.

Employees shall be re-eligible to apply for a subsequent term position transfer after they return to their original position for a period of no less than twelve (12) consecutive months (without leave of absence without pay) commencing from the date of return to their original position. These conditions apply to each term position transfer defined in

this category. Where it is operationally feasible, exceptions may be considered to permit:

- Seasonal part time employees to apply for another term position,
- Regular employees to apply for transfers within the same work unit.

ARTICLE 17 - LAYOFFS AND RECALLS

17.01 DEFINITION OF LAYOFF

A layoff shall be defined as a reduction in the regular full-time or regular part-time work force or a reduction in a regular employee's hours of work as defined in this Agreement. A term employee will be deemed laid off if the employer ends their term before the pre-determined end date.

17.02 ROLE OF SENIORITY IN LAYOFFS

The parties recognize that job security should increase in proportion to length of service. In the event of a layoff, employees shall be laid off in the reverse order of seniority within the affected classification and department. A regular employee given notice of layoff shall be given five (5) working days to indicate which position they would like to bump into; or fill a vacancy; or terminate employment with severance; or be placed on the recall list.

A regular employee shall have the right to bump a more junior employee in an equal or lower pay grade, or any term or casual employee, providing the employee exercising the right has the qualifications and ability to perform the work of the employee. If an employee bumps to a lower pay grade, the employee shall be put at the top of the range of that pay grade.

A term employee given notice of layoff shall be given three (3) working days to indicate which term or casual position they would like to bump into provided the employee exercising the right has the qualifications and ability to perform the work of the employee with less seniority.

17.03 RECALL PROCEDURE

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

17.04 NO NEW EMPLOYEES

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

17.05 ADVANCE NOTICE OF LAYOFF

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

Term employees who are to be laid off shall be given notice fourteen (14) calendar days prior to the effective date of layoff or pay in lieu of notice at the discretion of the University.

17.06 GRIEVANCE ON LAYOFF AND RECALLS

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

17.07 LEAVE TO ATTEND TO PERSONNEL MATTERS

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

17.08 SEVERANCE PAY

In the event a regular or seasonal employee does not exercise their right to bump, they may terminate their employment and accept severance pay. An employee who elects to terminate their employment will not be placed on recall, nor be entitled to the benefits flowing from recall. The employee shall be given severance pay in the amount of ten (10) day's pay per year of service, up to a maximum of fifty-two (52) weeks, at their current rate of pay.

In the event a term employee does not exercise their right to bump, they may terminate their employment and accept severance pay. An employee who elects to terminate their employment will not be placed on recall, nor be entitled to the benefits flowing from recall. The term employee shall be given severance in the amount of five (5) day's pay at their current rate.

ARTICLE 18 - HOURS OF WORK

18.01 HOURS OF WORK

The Parties recognize the University's right to establish hours of operation of the University and all of its facilities, as well as the number of employees and classifications of positions that are required subject to the terms and conditions of this Agreement.

The normal work week for employees covered by this Agreement shall consist of **either:**

- five (5) consecutive days (Monday – Friday) of **seven (7) or eight (8) hours per day** followed by two consecutive days off; **or**
- **an average of forty (40) hours per week for employees who work twelve (12) hours per day on rotational shifts.**

For the purposes of this agreement, clauses that refer to “day” shall mean seven (7), eight (8) or twelve (12) hours as per that employee’s regularly scheduled hours of work. The normal work day for employees covered by this Agreement shall be one of:

- seven (7) continuous hours in duration, exclusive of the one (1) hour unpaid meal period, and shall normally be within the hours of 8:30 a.m. to 4:30 p.m.; **or**
- **eight (8) continuous hours in duration; or**
- **twelve (12) continuous hours in duration.**

Part-Time and casual employees are exceptions and will not be scheduled for shifts of less than four (4) hours in duration and will not be scheduled for more than five (5) consecutive days.

The University may exercise its flexibility of determining a work week and/or work day different from that stated above in order to provide public service, consistent with the requirements of Article 18.01.

18.02 REST PERIODS

Employees scheduled for regular work days of seven (7) hours shall be provided with a paid rest period of fifteen (15) minutes during each half (½) working day of not less than three and one half (3 ½) hours in duration and a one (1) hour unpaid meal period.

Employees scheduled for regular work days of eight (8) hours shall be provided with a paid rest period of fifteen (15) minutes during each half (½) working day of not less than four (4) hours in duration and a one (1) hour unpaid meal period.

Employees scheduled for regular work days of twelve (12) hours shall be provided with a paid rest period of fifteen (15) minutes every two (2) hours, except, where there is a

paid meal period of one half (½) hour, following four (4) hours and eight (8) hours of the shift.

Part-time and casual employees scheduled for:

- **four (4) hours shall be provided with a paid rest period of fifteen (15) minutes;**
- **five (5) hours to six (6) hours per day shall be provided with a paid rest period of fifteen (15) minutes and a one (1) hour unpaid meal period;**
- **over six (6) hours shall be provided with two (2) paid rest periods of fifteen (15) minutes and a one (1) hour unpaid meal period.**

The unpaid meal period may be adjusted to one-half (1/2) hour if both the employee and supervisor agree.

18.03 NOTICE OF NEW WORK SCHEDULE

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

18.04 SHIFT CHANGE PREMIUM

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

18.05 EXCHANGE OF SHIFTS BY EMPLOYEES

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

- (a) the affected employees must be in full and willing agreement to the exchange; and
- (b) there is no resulting increase in costs to the University; and
- (c) the employee's supervisor(s) is satisfied that operational requirements of the University will be met in a satisfactory manner; and
- (d) the shift exchange agreement is recorded on an appropriate form and signed by the employees and the supervisor.

18.06 MINIMUM DAILY PAY

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

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

18.07 MODIFIED START-FINISH TIME

Notwithstanding that the normal hours of work are 8:30 a.m. - 4:30 p.m. employees may request in writing that their start-finish time be modified by up to one (1) hour to recognize personal preferences and/or work habits. Such requests may be approved where, in the opinion of the Manager/Director/Dean, the efficient operations of the University service would not be affected. Following approval, a Manager/Director/Dean may require that modified hours revert to the University's normal hours by providing the appropriate notice per Article 18.03.

18.08 FILLING OF CASUAL ASSIGNMENTS

In assigning Casual Employees, the University will consider qualifications (education, training and experience), availability and performance appraisals; where the above are equal, the most senior employee will be assigned.

18.09 JOB SHARING – INCORPORATED FROM LOU #3

- (a) Definition:
 - (i) Job Sharing Arrangement (JSA) – two (2) employees sharing one (1) regular full-time position;
 - (ii) Sharer – the incumbent of the full-time position which is shared;
 - (iii) Sharee – the employee who shares the position held by the incumbent;
 - (iv) Supervisor – Shall mean Dean, Director or equivalent.

- (b) Eligibility:
 - (i) JSA's shall be available to regular full-time employees with participation being totally voluntary.
 - (ii) Seniority rights as outlined in Article 15 of the CUPE collective agreement shall apply to employees in JSA's.

- (c) Process:
 - (i) An employee who wishes to enter into a JSA must request approval of the proposal from his/her supervisor. Approval shall be subject to operational requirements.
 - (ii) The intended time distribution will be mutually determined by the supervisor and the sharer.
 - (iii) The approved job sharing proposal will be posted per the terms of Article 16. The position will be clearly identified as a temporary job sharing arrangement and will state the intended time distribution per (c) ii, and will indicate that it may become permanent per (f) iii. The term will not normally be for less than six (6) months and will not be greater than two (2) years. Any subsequent postings to "backfill" positions will be on a term basis also.
 - (iv) The sharer and the supervisor will have the opportunity to interview applicants for the position in accordance with normal UNBC staffing procedures.
 - (v) The sharer will have the option of requesting a cancellation of the staffing process and remaining in their full-time position at any point up until an offer of employment is made to the selected candidate.
 - (vi) The time distribution as agreed to in (c) ii must be agreed by the sharee.
 - (vii) The sharee shall serve a trial period per the terms of Article 16.07.

- (d) Termination of Job Sharing Arrangements:
- (i) A temporary JSA may be terminated with a minimum of two (2) weeks notice (although greater notice is encouraged) by any one of the parties (sharer, sharee, and supervisor) or without notice by mutual consent of all parties to the JSA.
 - (ii) At the end of the JSA term, the shared position will revert back to the permanent incumbent of the position, i.e. the sharer. The sharee will return to his/her former position/status.
 - (iii) Where the sharer in the temporary JSA resigns, transfers or is terminated during the term and where the University desires to fill the vacated permanent position, the position will be posted per the terms of Article 16. Prior to the position being filled, the sharee may be asked to assume the position on a temporary full-time basis, to continue per the original time distribution or to revert to his/her former position/status.
 - (iv) Where the sharee in the temporary JSA resigns, transfers, or is terminated during the term, the shared position will revert back to the sharer, on a full-time basis, who may begin the job sharing process again. By mutual agreement of the sharer and the supervisor, the sharer may continue to work only their portion of the shared time distribution.
- (e) Review of Job Sharing Arrangements:
- (i) Temporary JSA's will be reviewed after three (3) months or at the mid-point of the term (whichever comes first).
- (f) Conversion to Permanent Job Sharing:
- (i) Should the sharer and the sharee desire that the JSA be established on a permanent basis following the temporary period, they must first seek the agreement of their supervisor following which application shall be made to the Director of Human Resources.
 - (ii) As such time as the JSA is approved on a permanent basis, the sharer and sharee shall be deemed to have resigned their former permanent position and shall then be considered as having joint incumbency in the shared position.
 - (iii) Conversion from a temporary JSA to a permanent JSA shall not require a second posting process under (c) iii.
 - (iv) If one or other of the partners in a permanent JSA resigns, transfers or is terminated, the other partner shall become the permanent full-time incumbent without further posting.

- (g) Dispute Resolution:
 - (i) Where a dispute arises, the employee(s) or supervisor may request that appointees from the Labour-Management Committee investigate the matter and provide a recommendation. This recommendation shall not be binding upon the parties. The internal grievance process may also be utilized; however, a decision not to allow implementation of a JSA shall not be the subject of an arbitration application.

- (h) Miscellaneous:
 - (i) Eligibility for participation in benefit plans and/or the cost sharing of premiums may be affected by a reduction in work hours. Participants in a JSA are advised to seek the advice of the Human Resources Department regarding this matter.
 - (ii) Employees in JSA (sharer and/or sharee) are not exempt from “bumping” under Article 17 of the CUPE Collective Agreement.

18.10 COMPRESSED HOURS OF WORK – INCOPORATED FROM LOU #1

Definition:

A compressed hours of work schedule is one in which a bargaining unit employee works more than the normal seven (7) hours each day, but fewer than ten (10) days in a bi-weekly pay period. It will normally take the form of nine (9) workdays in a pay period, but in unusual circumstances compressed hours may be approved in alternative forms.

Compressed hours are not intended for “intermittent” use only, i.e. they are to be a semi-permanent arrangement.

Eligibility:

Any bargaining unit employee may request permission to adopt a compressed hours of work schedule. The foremost consideration in approving/denying applications to work compressed hours shall always be customer service. Customers include (but are not limited to) students, suppliers, other agencies and other UNBC departments. Where customer service would be negatively impacted, compressed hours will not be approved. There must be no additional costs incurred by the University as a result of implementing a compressed work schedule.

Where operational requirements are such that compressed hours cannot be implemented on a year-round basis, consideration may be given to approving them for specific periods only (e.g. during summer months).

Implementation:

When approved, compressed work schedules shall be implemented on a trial basis for a pre-determined time. Should the trial prove successful, the arrangement may be continued for an indeterminate period. Thereafter, the University and/or the employee may give notice of a desire to return to a regular work schedule.

Application Process:

A bargaining unit employee who is interested in working a compressed schedule shall indicate so in writing to their supervisor with a copy to the Director of Human Resources. The employee and their supervisor shall meet to discuss the application and the supervisor shall respond in writing either approving or denying the request. Copies of the application and response will be retained on the employee's personnel file.

Dispute Resolution:

Where a dispute arises, the employee or supervisor may request that appointees from the Labour-Management Committee investigate the matter and provide a recommendation. This recommendation shall not be binding upon both parties. Employees may also utilize the internal grievance process; however, denial of compressed hours shall not be the subject of an arbitration application.

ARTICLE 19 - OVERTIME

19.01 OVERTIME DEFINED

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

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

19.02 COMPENSATION FOR WORK BEFORE OR AFTER SCHEDULED DAILY HOURS

Authorized overtime for all employees working full time hours, before or after their scheduled normal daily hours shall be compensated at time-and-one-half (1½) for the first three (3) hours and double-time for any additional hours.

19.03 COMPENSATION FOR WORK BEFORE OR AFTER SCHEDULED WEEKLY HOURS

All employees, working full time hours, required by the University to work on their day of rest shall receive:

- (a) time-and-one-half (1½) for the first day of rest and double time for **subsequent** consecutive days of rest; and
- (b) double-time for all hours worked in excess of **the number of regularly scheduled daily hours on the first day of rest.**

19.04 REST PERIOD AFTER OVERTIME

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

19.05 NO LAYOFF TO COMPENSATE FOR OVERTIME

An employee shall not be required to have regular hours reduced to equalize any overtime worked.

19.06 RIGHT TO REFUSE OVERTIME – INCORPORATED FROM LOU #13

Overtime shall be offered on the basis of seniority to those employees in the department qualified and capable of performing the required work. **Only in circumstances where there is overtime required as an extension of a specific project and a continuation of the day to a maximum of two (2) hours past the regular shift, a regular full time employee assigned to the project for the day shall have the first right of refusal of the overtime regardless of seniority.** Employees may refuse overtime. Where all regular or term employees in a department do not wish to work overtime, it will be assigned on the basis of reverse seniority amongst those in the department qualified and capable of performing the required work providing the overtime would not cause undue hardship to that employee.

19.07 TROUBLE CALL

Trouble call shall be defined as a call to an employee outside of the employee's scheduled hours for information or advice regarding a problem at the workplace. Employees receiving a trouble call that does not require the employee to attend the workplace shall receive a minimum of two (2) hours at appropriate overtime rates (bank or pay). It is understood that multiple calls within a two (2) hour period, related to the initial trouble call, shall not be considered as additional calls.

In the event of a trouble call on a paid statutory holiday employees shall receive double time for the specified minimum in addition to the employee's regular pay.

19.08 CALL OUT PROVISIONS

A regular or term full-time employee who is not at work, who is called in to work outside his/her regular work hours and who reports to work, shall be paid overtime at the rate of time and one-half (1½) for all hours worked during the call with a minimum of four (4) hours straight time pay.

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

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

19.09 OVERTIME COMPENSATION

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

If the employee elects to take compensatory time off, the supervisor and the employee shall schedule such time off by mutual agreement. Overtime banked in a calendar year must be used by the end of the University fiscal year. Banked overtime not used shall be paid out at the rate at which it was earned by the end of the University fiscal year. **Employees who are regularly scheduled for less than twelve (12) hours per day shall be permitted to maintain a maximum of forty (40) hours banked compensatory time off. Employees who are regularly scheduled for twelve (12) hours per day shall be permitted to maintain a maximum of forty-eight (48) hours banked compensatory time off.**

19.10 PAYMENT ON TERMINATION

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

ARTICLE 20 - SHIFT WORK

20.01 SHIFT DIFFERENTIAL

An employee (other than a casual employee) who works rotating shifts shall receive a shift differential of one (\$1.00) dollar per hour for all hours worked between 6:00 p.m. and 6:00 a.m., provided that the majority of the employee's shift falls between that time period.

20.02 SHIFT PREFERENCE

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

ARTICLE 21 - PAID HOLIDAYS

21.01 PAID HOLIDAYS

The University recognizes the following paid holidays:

- | | |
|----------------------|---------------------|
| 1. New Year's Day | 8. Thanksgiving Day |
| 2. Family Day | 9. Remembrance Day |
| 3. Good Friday | 10. B.C. Day |
| 4. Easter Monday | 11. Christmas Day |
| 5. Victoria Day | 12. Boxing Day |
| 6. Canada Day | |
| 7. Labour Day | |

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

Regular and term employees shall be entitled to **paid holidays as defined by the Employment Standards Act for Statutory Holidays.**

21.02 COMPENSATION FOR HOLIDAYS ON SATURDAY OR SUNDAY

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

21.03 PAY FOR SCHEDULED WORK ON A PAID HOLIDAY

An employee (including a casual employee) who is scheduled to work on the actual holiday (other than Christmas Day) and who does so shall be paid at the rate of time-and-one-half (1 ½) for all hours worked. In the case of Christmas Day, the rate of pay shall be double-time. The paid holiday shall be rescheduled and taken at a time mutually agreeable to the employee and their supervisor.

Employees regularly scheduled for twelve (12) hours per day who work on the paid holiday will be paid time and a half (1 ½) for all hours worked (in the case of Christmas Day the rate of pay shall be double-time), and shall receive eight (8) hours banked in lieu for each paid holiday. The time in lieu will be automatically banked to a maximum of forty-eight (48) hours of time off unless an employee requests to be paid out for the holiday.

21.04 COMPENSATION FOR PAID HOLIDAYS FALLING ON SCHEDULED DAY OFF

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

Employees regularly scheduled for twelve (12) hours per day who did not work on the paid holiday shall receive eight (8) hours banked in lieu for each paid holiday. The time in lieu will be automatically banked to a maximum of forty-eight (48) hours of time off to be scheduled at a time mutually agreeable to the employee and the supervisor.

21.05 HOLIDAYS FALLING WHILE ON VACATION

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

21.06 CASUAL EMPLOYEES

Casual employees shall receive ~~4.2~~ 4.6% on their hourly rate in lieu of paid holidays.

21.07 UNIVERSITY DECLARED HOLIDAY

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

ARTICLE 22 - VACATIONS

22.01 VACATION YEAR

For the purpose of this Agreement, the vacation year shall mean the **calendar year**.

In their first year of employment, new employees will receive a prorated vacation entitlement until December 31st of that year.

Transition Clause: This clause will be implemented January 1st, 2013. Vacation balance for the period up to December 31st, 2012 will be transferred to the employee's vacation entitlement from January 1st, 2013 to December 31st, 2013. Employees terminating their employment with a negative balance in their vacation bank will be deducted the over-usage on their final cheque.

22.02 VACATION ENTITLEMENT

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

22.03 LENGTH OF VACATION

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

- (a) fifteen (15) days in each of the first (1st) through fourth (4th) years of service;
- (b) twenty (20) days in each of the fifth (5th) through ninth (9th) years of service;
- (c) twenty-five (25) days in the tenth (10th) through nineteenth (19th) years of service;
- (d) **effective July 1, 2012, twenty-seven (27) days in the twentieth (20th) and in all subsequent years of service.**

22.04 REGULAR PART-TIME EMPLOYEES

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

22.05 VACATION CARRY OVER

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

22.06 VACATION PAY ON TERMINATION

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

22.07 VACATION FLEXIBILITY

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

22.08 VACATION SCHEDULE

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

- (a) Vacation schedule forms shall be posted by February 1st of each year in each department and will include the amount of vacation entitlement for each employee. Employees shall make vacation selections by March 15th of each year, for the upcoming fiscal year running April 1st to March 31st. The completed vacation schedule shall be posted by March 31st of each year;
- (b) An employee who does not exercise his/her seniority rights to select vacation prior to March 15th shall not be entitled to exercise these rights with respect to any vacation time previously selected by an employee with less seniority;

- (c) The University shall attempt to contact employees who are absent in order to establish such employees' preference for vacation;
- (d) An employee who posts into another job in another department where the vacation schedule has been completed will not be entitled to exercise his/her seniority rights for that year only. However, every effort shall be made to grant vacation at the time of the employee's choice.

22.09 CONFLICTS IN SCHEDULING

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

22.10 UTILIZATION OF SICK LEAVE DURING VACATION

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

22.11 CASUAL EMPLOYEE ENTITLEMENT

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

22.12 TERM EMPLOYEE ENTITLEMENT

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

22.13 UTILIZATION OF BEREAVEMENT AND/OR COURT LEAVE

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

22.14 PRIME TIME VACATION PERIOD

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

22.15 PROBATIONARY EMPLOYEES

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

ARTICLE 23 - SICK LEAVE

23.01 SICK LEAVE DEFINED

Sick leave means the period of time an employee is absent from work by virtue of being sick or disabled, or because of an accident for which compensation is not payable under the Worker's Compensation Act. Paid sick leave is intended to provide income protection for an employee's regular earnings. Employees will not receive any payout of sick leave entitlement unless they are sick. Regular employees shall be covered for up to sixty (60) calendar days (forty three (43) working days) of short term disability at one hundred percent (100%) of regular earnings upon presentation of satisfactory proof of sickness as detailed in Article 23.03. Term employees shall accrue five-twelfths (5/12) days of sick leave per month.

23.02 REPORTING OF SICK LEAVE

Except where extenuating circumstances prevent immediate notification, employees shall report, to their supervisor, absence due to sickness or disability prior to the scheduled start of their shift. Failure to do so may be cause for denial of sick leave. Upon return to work the employee shall be required to complete the University's sick leave reporting form.

23.03 PROOF OF SICKNESS

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

23.04 PROOF OF FITNESS TO RETURN TO WORK

An employee who has been absent due to sickness/disability in excess of five (5) consecutive working days shall, upon request, provide documentation satisfactory to the University of their fitness to return to work.

ARTICLE 24 - LEAVES

24.01 FULL-TIME UNION OR PUBLIC DUTIES

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

- (a) for a maximum of ninety (90) days for employees to seek election in a municipal, provincial or federal election;
- (b) for a period of one (1) year for employees selected for a full-time position with the Union or any body to which the Union is affiliated. Such leave shall be renewed each year on request during his/her term of office;
- (c) for a maximum period of four (4) years for employees elected to public office;
- (d) where an employee has been elected to a seat on a Municipal Council or School Board, and the meetings of that body are held during the employee's normal working hours, the University shall grant leave without pay to attend such meetings;
- (e) federal and provincial offices - there are no restrictions on employees engaging in political activities on their own time as campaign workers. If an employee is nominated as a candidate for election, the employee shall be granted leave without pay in accordance with Section (a) to engage in the election campaign. If elected, the employee shall be granted leave of absence in accordance with Section (c). If not elected, the employee shall be allowed to return to his/her former position.

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

24.02 BEREAVEMENT LEAVE

- (a) In the case of bereavement in the immediate family, an employee, not on leave of absence without pay in excess of twenty (20) calendar days, shall be entitled to bereavement leave at his/her regular rate of pay. Such leave shall normally not exceed five (5) working days;
- (b) Immediate family is defined as an employee's parent, step-parent, spouse, common-law spouse, same sex partner, child, step-child, brother, sister, father-in-law, mother-in-law, grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law and any other relative permanently residing in the employee's household or with whom the employee permanently resides;
- (c) An employee may request and shall be granted additional bereavement leave without pay for any additional period that they wish to be absent from work.

24.03 COMPASSIONATE LEAVE

- (a) Compassionate leave shall be granted to an employee, not on a leave of absence without pay in excess of twenty (20) consecutive calendar days, for five (5) working days to attend to a family member, as defined in 24.02(b) who has a life-threatening injury or illness;
- (b) An employee may request and shall be granted additional compassionate leave without pay for any additional period that they wish to be absent from work.

24.04 LEAVE FOR COURT APPEARANCES

- (a) The University shall grant paid leave to employees, other than employees on leave without pay, who serve as jurors or subpoenaed witnesses in a court action, provided such court action is not occasioned by the employee's private affairs;
- (b) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay;
- (c) An employee in receipt of his/her regular earnings while serving at court shall remit to the University all monies paid to him/her by the court, except travelling and meal allowances not reimbursed by the University;
- (d) Time spent at court by an employee in his/her official capacity shall be at his/her regular rate of pay and only for such straight time hours that the employee would have worked but for the absence;
- (e) Court action arising from employment with the University, requiring attendance at court, shall be with pay provided that it is in response to a subpoena;

- (f) In the event an accused employee is jailed pending a court ruling, such leave of absence shall be without pay, benefits and seniority. In the event that the employee is found guilty and sentenced to incarceration for less than one (1) year, leave of absence without pay or benefits may be granted. It is understood that if the employee has committed an offence against the University or if the offence would affect them in the performance of their duties, the provisions of this Article shall not apply.

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

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

24.05 FEDERAL, PROVINCIAL AND MUNICIPAL ELECTIONS

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

24.06 GENERAL LEAVE

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

- (a) Where possible, the employee's request must be made in writing and delivered to his/her supervisor at least twenty (20) calendar days before the requested date of commencement if the requested leave is for no longer than fourteen (14) calendar days. Where the requested leave is for longer than fourteen (14) calendar days, a written request shall be delivered to his/her supervisor at least sixty (60) calendar days before the requested date of commencement. For leaves greater than sixty (60) calendar days, employees shall not accumulate seniority but shall retain seniority at the time of leaving. For leaves of less than sixty (60) calendar days, employees shall continue to accrue seniority.
- (b) Where the approved leave of absence is in excess of twenty (20) consecutive calendar days, the University shall only maintain the benefits normally paid for on behalf of that employee for the balance of the month in which the leave commences. Thereafter, the University will only continue such benefit coverage if the Union or the employee pays to the University, in advance of the

commencement of the employee's leave, the amount owing by post-dated cheques to cover the continuing benefit coverage during the balance of the approved leave.

- (c) During the unpaid leave of absence, the employee will not be entitled to general holiday pay or annual vacation pay.
- (d) Leave of absence will normally not be approved for more than one (1) year.

24.07 LEAVE FOR UNION ACTIVITIES

Upon written request and subject to operational requirements, employees shall be granted leave of absence with pay and without loss of seniority to participate in Union activities. The Union shall reimburse the University for the cost of wages and benefits.

24.08 PALLBEARER AND MOURNER'S LEAVE

- (a) One-half (½) day of leave with pay shall be granted to an employee who has been requested to act as a pallbearer;
- (b) One-half (½) day of leave with pay shall be granted to an employee who requests permission to attend a funeral.

24.09 MEDICAL/DENTAL APPOINTMENTS

Effective July 1, 2000, whenever possible, employees shall book medical/dental appointments during off-duty hours. Where this is not possible and upon request at least twenty-four (24) hours in advance, leave with pay will be granted. The extent of the leave will be deducted from the employee's sick leave credits.

24.10 LEAVE FOR SERIOUS FIRE OR FLOOD

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

24.11 TERM EMPLOYEES LEAVE OF ABSENCE

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

- (a) Bereavement leave in accordance with Article 24;
- (b) Compassionate leave in accordance with Article 24;
- (c) Pallbearer and mourner's leave in accordance with Article 24;
- (d) Illness in the family in accordance with Article 24;
- (e) Witness or jury leave in accordance with Article 24.

24.12 ILLNESS IN THE FAMILY

Where no one other than the employee can provide for the medical needs of an immediate family member during an illness, the employee shall be granted a maximum of five (5) days of family leave with pay during a calendar year.

For the purposes of this Article only, an immediate family member shall be defined as a parent (including mother-in-law, father-in-law, step-parent), child (including step-child), or spouse (including common-law spouse or same-sex partner), brother, sister or any other relative permanently residing with the employee or with whom the employee permanently resides.

An employee may request and shall be granted additional leave without pay for any additional period that they wish to be absent from work.

24.13 FAMILY RESPONSIBILITY LEAVE

An employee shall be entitled to up to five (5) days in total per calendar year, without pay, to meet responsibilities related to the care, health or education of a child in the employee's care or the care or health of any other member of the employee's immediate family.

Immediate family shall be as defined in Article 24.12.

24.14 SELF-FUNDED LEAVE PLAN

The University provides all members of CUPE Local 3799 with a self-funded leave plan as qualifies under Regulation 6801 of the Income Tax Act and the UNBC Self-Funded Leave Plan policy (Schedule "B").

ARTICLE 25 - MATERNITY LEAVE

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

25.01 DOCUMENTATION

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

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

25.02 LENGTH OF LEAVE

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

- (a) up to seventeen (17) consecutive weeks leave of absence which may commence no sooner than eleven (11) weeks prior to the predicted birth of the child, plus an additional period equal to the period between the estimated date of delivery specified on the medical certificate and the actual date of delivery if delivery occurs after the date mentioned in the certificate; and
- (c) if, for reasons related to the birth of the child as certified by a doctor, the employee is unable to return to work, a further leave of absence not exceeding six (6) consecutive weeks.

25.03 TOP UP AND BRIDGING BENEFIT

During the period of maternity leave, an employee **who has completed one (1) year of continuous service, and** who has applied for and received Employment Insurance Benefit pursuant to the Employment Insurance Act is entitled to a maternity leave allowance as follows:

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

25.04 PENSION/BENEFITS WHILE ON MATERNITY LEAVE

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

25.05 PAYMENT

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

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

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

25.06 PROBATIONARY EMPLOYEES

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

25.07 RETURN TO WORK

Regular employees must return to work for one (1) year of continuous service following maternity leave. If a regular employee leaves the University prior to completing one (1) year of service they will be required to re-pay the top-up and two (2) week bridging benefits. If the University terminates an employee by layoff or any other reason, except for just cause, the employee will not be required to repay the top up and two week bridging benefit.

25.08 TERM/CASUAL EMPLOYEES

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

ARTICLE 26 - PARENTAL LEAVE

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

26.01 DOCUMENTATION

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

- (a) a written application is submitted to the University no later than four (4) weeks prior to the commencement of the leave. If four (4) weeks notice is not possible due to unforeseeable circumstances, the request must be submitted as soon as the need for parental leave becomes known; and
- (b) the written application advises the University of the expected date of delivery/adoption and of the employee's intention to take parental leave, and advises the University of the anticipated commencement date and duration of such leave.

26.02 LENGTH OF LEAVE

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

- (a) the birth mother may take parental leave up to 35 consecutive weeks and the birth father or an adopting parent may each apply for leave up to 37 consecutive weeks.
- (b) the mother and the father may take their leaves at the same time or at different times;
- (c) parental leave for a birth mother must begin when maternity leave expires, unless the mother and the University agree otherwise;
- (d) parental leave for a birth father must commence and conclude within fifty-two (52) weeks of the child's date of birth;

- (e) parental leave for adopting parents must commence and conclude within fifty-two (52) weeks from the date the child comes into actual custody.

26.03 TOP UP AND BRIDGING BENEFIT

The employee taking parental leave who has completed one (1) year of continuous service and applied for and received EI benefits, shall receive payments equivalent to the difference between Employment Insurance benefits he/she is receiving and ninety-five percent (95%) of his/her salary for any time the employee is collecting Employment Insurance.

26.04 PENSION/BENEFITS WHILE ON PARENTAL LEAVE

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

26.05 PAYMENT

To receive the benefits defined in Article 26.03, the employee shall supply the University with proof of application to the Employment Insurance Commission. The payment of the Supplementary Employment Benefit shall be as follows:

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

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

26.06 PROBATIONARY EMPLOYEES

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

26.07 RETURN TO WORK

Regular employees must return to work for one (1) year of continuous service following parental leave. If a regular employee leaves the University prior to completing one (1) year of service, they will be required to re-pay the top up and two (2) week bridging benefits. If the University terminates an employee by layoff or any other reason, except for just cause, the employee will not be required to repay the top up and two week bridging benefits.

26.08 TERM/CASUAL EMPLOYEES

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

ARTICLE 27 - PAYMENT OF WAGES AND ALLOWANCES

27.01 PAY GRADES / SALARY RANGES

Pay Grades and Salary Ranges shall be in accordance with Schedule A.

27.02 PAY DAYS

The University shall pay employees, by direct deposit, on a bi-weekly basis in accordance with the rates established in this Agreement detailed in Schedule A attached to and forming part of this Agreement. On each pay day, each employee shall be provided with an itemized statement of his/her wages, overtime, and other supplementary pay and deductions. This itemized statement shall generally be provided electronically. However, where an employee is having difficulties accessing or producing an electronic copy, they may contact the Payroll Department to provide alternate options.

The University may not, without the consent of the employee, make deductions from wages or salaries unless authorized by statute, court order, arbitration order or by this Agreement or to recover overpayment or other amounts to which the employee was not entitled.

27.03 EQUAL PAY FOR EQUAL WORK

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

27.04 RATE OF PAY ON PROMOTION OR RECLASSIFICATION

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

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

27.05 PAY ON TEMPORARY ASSIGNMENT, HIGHER RATED JOB

When an employee is assigned by the University for a period of more than four (4) working days to temporarily substitute in or perform the principle duties of a position in a higher salary grade, the employee shall be placed at a rate equal to or greater than one (1) full increment (two percent [2%]) increase in their previous salary range or at the base of the range for the new position, whichever is greater. The employee shall qualify for any pay increments based on length of service in the temporary assignment.

27.06 PAY ON TEMPORARY ASSIGNMENT, LOWER RATED JOB

When an employee is temporarily assigned by the University to a position paying a lower rate for purposes other than demotion, his/her rate shall not be reduced. This Article does not apply to a change of position as a result of the exercise of seniority rights under Article 17 (Layoffs and Recalls).

27.07 PROGRESSION THROUGH THE RANGE – INCORPORATED FROM LOU #10

Effective July 1st, 2005 and each July 1st thereafter, all regular and term employees **who** have successfully completed their probationary period shall continue to be eligible for a two percent (2%) progression through the range.

ARTICLE 28 - GENDER NEUTRAL JOB EVALUATION

28.01 GENDER NEUTRAL JOB EVALUATION PLAN

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

28.02 JOB EVALUATION COMMITTEE REPRESENTATION

The Job Evaluation Committee (JEC) shall consist of four (4) members, two (2) CUPE representatives and two (2) University Representatives. Each party shall appoint a Co-Chair and will train alternates to replace members who are unable to attend Committee meetings.

28.03 ATTENDANCE AT MEETINGS

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

28.04 ACCESS TO RELEVANT DOCUMENTATION

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

28.05 ADMINISTRATION OF THE JOB EVALUATION PLAN

- (a) It is the responsibility of all participants in the administration of the job evaluation plan to ensure that evaluations are conducted honestly, objectively and without bias. Each member of the JEC has an obligation to avoid any conflict of interest, real or apparent, and must declare any conflict involving the interests of other employees of the University with whom they have a familial, marital (marriage or common law), business or other relationship that might reasonably be construed as giving rise to concerns about conflict and bias.
- (b) All employees are required to complete any required questionnaires or survey forms that are necessary for the proper performance of evaluations of their job

positions. This shall include highlighting changes from previous questionnaires or survey forms when requesting the re-evaluation of a position.

- (c) The Human Resources Department shall be responsible for maintaining the records of the JEC. The Union shall be provided access to such records upon request.

28.06 NEWLY CREATED JOB CLASSIFICATIONS

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

28.07 CHALLENGES TO JOB EVALUATION AND RE-EVALUATION RESULTS

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

John Kinzie; or
Dave McPhillips
- (c) In any particular reference to arbitration under this Article, each party may challenge and decline one (1) of the two (2) named chairpersons. In the event that both parties use their challenges, the remaining named individual shall be appointed as the Chairperson for that case.
- (d) The decision of the arbitrator shall be final and binding provided that the arbitrator has taken into account the limitations imposed by Article 28.08 herein.

28.08 IMPLEMENTATION OF PAY RATE ADJUSTMENTS

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

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

28.09 JOB EVALUATION MAINTENANCE AGREEMENT

The University and the Union agree that the maintenance agreement that exists between the parties shall not be altered without mutual agreement.

ARTICLE 29 – PROCESS FOR RESOLVING INCLUSION AND EXCLUSION DISPUTES – INCORPORATED FROM LOU # 18

From time to time, the parties disagree about whether a given position is included in/excluded from the bargaining unit. To enable the parties to resolve such disagreements efficiently and to mitigate the cost, delay, and labour relations impacts of resolving such disagreements through an application under section 139 of the Labour Relations Code, the parties have agreed to the following process.

DISPUTE RESOLUTION PROCESS

A. SCOPE

1. When the University issues a job posting for a new or an existing position on the basis that it is excluded from the bargaining unit or assigns new duties and responsibilities to and reclassifies as excluded an existing position, the Union may use the process set out below to obtain a decision about the status of the position.
2. When the University thinks that an existing position which is in the bargaining unit should be excluded from the bargaining unit on the basis of the position's current duties and responsibilities, the University may use the process set out below to obtain a decision about the status of the position.
3. The parties agree that the process described below is a summary process for the resolution of disputes about whether a given position is included in or excluded from the bargaining unit. The parties further agree that the process described below is not to be used to resolve disputes about the general contours of the bargaining unit. For this reason, no decision made by the Position Umpire using the process described below will be referred to as a precedent by either party.

B. PROCESS

1. If the Union disputes the University's decision to exclude either a new or an existing position from the bargaining unit, it must so notify the University in writing within twenty (20) working days of receiving the notice referred to in clause two (2) below or within twenty (20) working days of the University's posting/reposting of the disputed position.
2. To assist the Union to exercise the rights set out in clause one (1) above, when the University assigns new duties and responsibilities to and reclassifies as excluded an existing position, the University must both notify the Union that it has done so and provide the Union with a copy of the relevant position description and organizational chart.
3. If the University thinks that an existing position which is in the bargaining unit should be excluded from the bargaining unit on the basis of the position's current duties and responsibilities, it must both give the Union notice in writing of this fact and provide the Union with a copy of the relevant position description and organizational chart.
4. Within ten (10) working days of the University's receipt of the notification in clause one (1) above or the Union's receipt of the notice referred to in clause three (3) above, the Parties must meet and attempt, in good faith, to reach agreement about the status of the disputed position. The Union must provide the University with the reasons for challenging the exclusion of the position at least three (3) working days before the meeting and vice versa.
5. Discussions during the meeting required under clause four (4) above will take place on a without prejudice basis. If the parties agree on the status of the disputed position, they will reflect their agreement in writing. Any such written agreement will be final and binding provided it has been signed by both parties and until such time, if ever, as the duties and responsibilities of the position in question have changed in a manner which calls the position's inclusion in/exclusion from the bargaining unit into further question.
6. If the parties fail to agree on the status of the disputed position, the dispute must be referred immediately to the Position Umpire appointed under this article. Decisions made by the Position Umpire under this article are final and binding.
7. The Position Umpire will hear and decide disputes promptly. For this reason, the Position Umpire may establish his/her own procedures always having regard to the requirements of procedural fairness and natural justice.
8. In hearing and deciding disputes, the Position Umpire must both hear such evidence as the parties wish to present, always provided that he/she may issue directions about the scope and form of such evidence, and consider the following:

- i. The job description and organizational chart for the disputed position;
 - ii. The Union's certification;
 - iii. The Collective Agreement;
 - iv. Those provisions of the Labour Relations Code which are identified as relevant by the parties;
 - v. Those decisions of the Labour Relations Board about the principles governing employee status and the inclusion in/exclusion from a bargaining unit of various types of positions which are identified as relevant by the parties;
 - vi. Arbitral jurisprudence identified as relevant by the parties;
 - vii. Evidence about the communities of interest between various groups and classes of employees at the University; the historic practices of the parties; developments in the University's organizational structure and operational methods; and the relationship between the duties, responsibilities, and qualifications of the disputed position and those of existing positions included in and excluded from the bargaining unit.
9. The Position Umpire must issue written reasons for his/her decision. However, on the request of either party, he/she may issue an interim decision pending publication of his/her written reasons stating simply that the disputed position is included in or excluded from the bargaining unit.
10. The Position Umpire has the exclusive jurisdiction to interpret and apply the provisions of this article despite articles 13 and 14 of the Collective Agreement (Grievance and Arbitration Procedure).
11. The Position Umpire's fees and expenses will be shared equally between the parties.
12. The parties appoint John Hall or Joan Gordon as the Position Umpire. If he/she is not available to hear a particular dispute under the above process within twenty (20) working days, the parties must agree within five (5) working days of learning this fact to appoint an alternate person as the Position Umpire to hear and decide the particular dispute.
13. This article will continue in force for a term of 1 year from the date on which the Collective Agreement is ratified. Any extension of the term must be by mutual agreement of the parties.

ARTICLE 30 - GROUP BENEFITS AND PENSION

The level of benefits identified in the benefits brochure for health and dental, as of June 30, 2005, shall be provided to eligible employees.

30.01 MEDICAL SERVICES PLAN (MSP)

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

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

30.02 EXTENDED HEALTH/VISION

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

30.03 DENTAL PLAN

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

30.04 GROUP LIFE AND ACCIDENTAL DEATH & DISMEMBERMENT (AD&D) INSURANCE

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

30.05 LONG TERM DISABILITY (LTD)

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

30.06 EMPLOYEE AND FAMILY ASSISTANCE PROGRAM (EAP) – INCORPORATED FROM LOU #4

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

The **parties** agree that the Employment Insurance Commission premium reduction will be used to partially offset the cost of the Employee and Family Assistance Program.

30.07 PENSION

The University shall maintain a pension plan for regular employees. The contribution formula shall remain as it existed at the coming into force of this Collective Agreement unless changed by mutual agreement of the parties. Eligible employees shall contribute three percent (3%) on gross salary up to the year's maximum pensionable earnings (YMPE) and five percent (5%) on gross salary above the YMPE. The University shall contribute eight percent (8%) on eligible employee's gross salary up to the YMPE and ten percent (10%) on eligible employee's salary above the YMPE.

The Union shall be entitled to name a Trustee (who shall be a member of the plan) to sit on the Pension Board.

30.08 REGULAR PART-TIME EMPLOYEES

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

30.09 TERM EMPLOYEE ELIGIBILITY

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

- (a) Term greater than two (2) months but less than six (6) months - MSP, EAP;
- (b) Term of six (6) months but less than one (1) year - MSP, Extended Health/Vision, EAP;
- (c) Term of one (1) year - MSP, Extended Health/Vision, Dental, Group Life, AD&D, EAP.

30.10 BENEFITS ADVISORY COMMITTEE

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

30.11 MASTER AGREEMENTS

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

30.12 LIABILITY INSURANCE

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

30.13 CONTINUATION OF BENEFITS DURING WORK STOPPAGES

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

ARTICLE 31 - HEALTH AND SAFETY

31.01 COOPERATION ON SAFETY

- (a) The University, the Union and the employees share an obligation and commitment to the promotion of a safe and healthy work environment within the University. To this end, they will cooperate in every reasonable manner in striving to prevent unsafe practices and procedures and in correcting any such practices and procedures that may be identified;

- (b) Safe and healthy working conditions in the workplace include but are not limited to:
- (i) proper labelling and storage of flammable, poisonous, radioactive and biohazardous materials;
 - (ii) regular fire drills and preparedness;
 - (iii) qualified personnel with first-aid skills on site;
 - (iv) disaster planning and drills;
 - (v) industrial precaution with respect to heavy equipment;
 - (vi) safety with respect to:
 - placement of a reasonable number of emergency phones for contacting security officers;
 - escort service to parking lots;
 - properly lighted walkways and parking lots.

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

31.02 HEALTH AND SAFETY COMMITTEE

The Union shall be entitled to representation on the University Health and Safety Committee. A Union Representative of the Health and Safety Committee shall be entitled to attend yearly workplace inspections. Representatives shall be entitled to attend Committee meetings without loss of pay or benefits. **Committee members will be provided with training as per the Workers' Compensation Act and all costs of such training shall be borne by the university.**

31.03 COMPLIANCE WITH HEALTH AND SAFETY POLICY, LEGISLATION AND REGULATIONS

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

31.04 EMERGENCY, WORKPLACE ACCIDENT OR INJURY RESPONSE

Employees shall report an Emergency, Workplace Accident or Injury promptly to their supervisor. The University will develop and maintain clear directives and procedures for all persons to follow in response to emergency situations (such as fire), workplace accidents or personal injuries. Such directives will be communicated in a manner which can reasonably be expected to bring them to the attention of all persons within the University.

31.05 TRANSPORTATION OF INJURED EMPLOYEES

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

31.06 CONTINUITY OF PAY ON DAY OF WORKPLACE INJURY

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

31.07 PROHIBITION AGAINST UNSAFE CONDUCT BY EMPLOYEES

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

31.08 PROTECTION AGAINST DISCIPLINE

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

31.09 TRAINING OF UNIVERSITY HEALTH AND SAFETY COMMITTEE MEMBERS

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

31.10 PROPER TRAINING

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

31.11 HEALTH & SAFETY GRIEVANCE

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

ARTICLE 32 - TECHNOLOGICAL CHANGE AND ADJUSTMENT PLANNING

32.01 NOTICE OF CHANGE

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

32.02 CONSULTATION

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

32.03 NOTICE TO AFFECTED EMPLOYEES

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

32.04 RETRAINING

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

32.05 SEVERANCE PAY

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

32.06 RECALL

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

ARTICLE 33 - CONTRACTING OUT

33.01 RESTRICTIONS ON CONTRACTING OUT

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

33.02 REVIEW OF CONTRACTED SERVICES

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

ARTICLE 34 - UNION INSIGNIA

- 34.01 Employees will be permitted to wear or display the recognized insignia of the Union. The designation CUPE or CUPE 3799 may, at the employee's option, be placed below the signatory initials on typewritten correspondence prepared by Union members.
- 34.02 Other locations and uses of the Union insignia shall be by agreement of the Labour-Management Committee.

ARTICLE 35 - UNIFORMS AND PROTECTIVE CLOTHING

35.01 UNIFORMS AND PROTECTIVE CLOTHING

The University shall provide such uniforms and/or protective clothing as it requires employees to wear, or is required by legislation or regulation.

35.02 CARE OF UNIFORMS

The employee who is provided with uniforms and/or protective clothing shall be responsible for their routine care, cleaning or laundering. **The employee will be reimbursed every pay period (including during vacations) for the laundering of their uniforms at \$0.50 per diem.**

Laundering costs will not be paid to employees on the following leaves:

- i) Full-time Union or Public Duties;**
- ii) Leave for Court Appearances;**
- iii) Maternity/Parental Leave;**
- iv) General Leave;**
- v) Family Responsibility Leave;**
- vi) Self-Funded Leave;**
- vii) Leave for Educational Upgrading;**
- viii) Long Term Disability Leave;**
- ix) Extended Sick Leave.**

The University will make clean coveralls available to employees who require them. The University will bear the costs of cleaning or laundering uniforms or protective clothing in situations where the employee has had to perform work in unusually wet or dirty circumstances which are not typical for the employee's work environment.

ARTICLE 36 - GENERAL CONDITIONS

36.01 PROPER ACCOMMODATIONS

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

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

36.02 BULLETIN BOARDS

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

36.03 ALLOWANCES FOR TOOLS

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

36.04 COMMUNICATION TO MEMBERS

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

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

36.05 NO REPRISALS ARISING FROM WORK STOPPAGES

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

36.06 CLOSING OF UNIVERSITY

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

36.07 CAMPUS PATROL ESCORT

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

36.08 VEHICLE POLICY

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

36.09 EMPLOYEE LIBRARY CARD

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

36.10 UNIVERSITY FACILITIES

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

Where an employee purchases basic membership and participates in twenty (20) visits over a three (3) month period, the remainder of the year's basic membership will be paid for by the University. Fee waiver will apply to new facilities at the anticipated Northern Sports Centre at such time as the current Fitness Centre facilities move to that location.

36.11 PARKING

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

36.12 DAYCARE COMMITTEE

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

36.13 EDUCATION AT THE WORK SITE

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

36.14 PROFESSIONAL FEES

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

36.15 TAXI VOUCHER

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

36.16 UNION OFFICE

The University shall provide the Union with furnished office accommodation on the premises and of a size appropriate for Union Executive meetings. The University shall also provide internal telephone services with external access. The Union shall pay all long distance charges. The University will provide the Union with use of a computer and fax machine if such equipment is available from amongst resources not in use elsewhere in the institution. The University will not be responsible for upgrading or replacing such equipment; however, if more current equipment becomes available and is not needed elsewhere in the institution, the Union will be offered the option to upgrade the office equipment presently in use.

36.17 WORKLOAD

The University will make reasonable efforts to ensure that employees' workloads are equitable.

Employees who are concerned about their workload should report the matter to their immediate supervisor.

Should an agreement to the employee's satisfaction not be reached with the supervisor, the employee may forward the matter to the Director of Human Resources. If the matter remains unresolved by the Director of Human Resources, it will be forwarded to the Labour Management Committee for resolution.

ARTICLE 37 - PRESENT CONDITIONS

37.01 CONTINUATION OF ACQUIRED RIGHTS

- (a) All provisions of this Agreement are subject to applicable laws now or hereinafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate, disallow or materially alter any portion of this Agreement, the entire Agreement shall not be invalidated and all other specific provisions of this Agreement shall remain in force and effect.

- (b) In the event that any provisions of this Agreement are invalidated or disallowed, as contemplated by (a) above, either party may, by serving notice in writing, require the other to enter into negotiations for the purposes of:
 - (i) making adjustments to the Agreement to ensure that it remains as consistent with the original Agreement as the law will allow; and
 - (ii) settling the language of any terms and conditions that are required to replace the provision which was invalidated, disallowed or materially altered.

- (c) In the event that the parties do not reach agreement in the negotiations under (b) above, either party may refer the matter directly to arbitration pursuant to Article 13, in which case the arbitration board shall adjudicate the matter as an interest arbitration.

ARTICLE 38 - COPIES OF AGREEMENT

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

ARTICLE 39 - PLURAL OR FEMININE TERMS

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

ARTICLE 40 - TERM OF THE AGREEMENT

40.01 DURATION

This Agreement shall be binding and remain in effect from **July 1, 2010 - June 30, 2014**.

40.02 NOTICE TO BARGAIN

- (a) This Agreement may be opened for collective bargaining by either party giving written notice to the other party on or after **March 1, 2014**, but in any event not later than **March 31, 2014**;

- (b) Where no notice is given by either party prior to **March 31, 2014**, both parties shall be deemed to have given notice under this section on **March 31, 2014**, and thereupon Article 40.03 applies;

- (c) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the University shall be given by the President of the University.

40.03 COMMENCEMENT OF BARGAINING

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

40.04 CHANGE IN AGREEMENT

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

40.05 AGREEMENT TO CONTINUE IN FORCE

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

40.06 RETROACTIVITY

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

40.07 NO STRIKES OR LOCKOUTS

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

ARTICLE 41 - TRAVEL ON UNIVERSITY BUSINESS

41.01 USE OF PERSONAL VEHICLE

Upon request by the employee, permission may be granted to use their personal vehicle for business travel. Mileage reimbursement shall be **in accordance with the University's policy.**

41.02 MEALS AND OTHER EXPENSES

- (a) Reimbursement for meals **not covered by conference/workshop fees** shall be on a per diem basis **in accordance with the University's policy.**

- (b) Other expenses shall be governed by University policy as amended from time to time.

41.03 DEEMED HOURS OF WORK

While away from the University on approved business, the work day shall be deemed to be the normal number of hours in that employee's normal work day.

41.04 TRAVEL TIME

Where possible, travel on University business shall be conducted during an employee's normal hours of work. Employees who are required to travel on their regularly scheduled day off (other than to attend conferences or training programs, or professional development) shall receive time off in lieu to be used at a time mutually acceptable to the employee and their supervisor, for the actual time spent in transit. Overtime, for the actual time spent in transit, can also be paid out at the appropriate overtime rate.

ARTICLE 42 - UNION EDUCATION

- 42.01 In order to promote an understanding of trade unionism, the University shall permit a representative of the local Union to schedule an open information session for the student body at least once a year. The time, place and format of such a presentation shall be mutually agreed upon and attendance by students shall be voluntary.
- 42.02 The University shall permit the local Union to donate books and/or magazines dealing with trade unionism and industrial relations to the University Library, in accordance with applicable collections development policy.

ARTICLE 43 - EMERGENCY RESPONSE PLAN EXERCISES

- 43.01 Emergency response shall be considered a responsibility of both the University and its employees as a matter of good citizenship in the public interest. When required, all employees covered by this Agreement shall participate in emergency response and emergency response plan exercises. Time spent in such activities shall be considered time worked.

ARTICLE 44 - TRAINING AND DEVELOPMENT

44.01 TUITION WAIVER

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

Effective September 1st, 2013, the University will provide tuition fee waiver to one regular employee, in each academic year, to attend the Master of Business Administration (MBA) program. If more than one regular employee is accepted into the program, the funds will be split equally amongst the applicants.

44.02 PROFESSIONAL DEVELOPMENT

Where an employee requests and is approved or is requested by the University to undertake training or professional development activities related to the performance of their job, the University shall bear all reasonable expenses associated with that training. Time spent in training will be considered time worked but shall not result in the payment of overtime. Where the University has required an employee to take training and where the training is only available outside regular working hours, overtime payment for course hours will apply.

44.03 COURSES DURING WORKING HOURS

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

44.04 LEAVE FOR EDUCATIONAL UPGRADING

Employees may request leave of absence without pay for up to one (1) year per the terms of Article 24.06 for the purposes of upgrading their education or qualifications, whether or not the qualifications are related to the position that they currently hold. Subject to operational requirements, such requests will not be unreasonably denied.

44.05 LEAVE FOR EXAMINATIONS

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

ARTICLE 45 - APPLICABLE LEGISLATION

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

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

- Employment Standards Act;
- Human Rights Act;
- Labour Relations Code;
- Workers' Compensation Act.

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

ARTICLE 46 - NO PYRAMIDING

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

IN WITNESS WHEREOF, the University and the Union have executed this Agreement in duplicate by their respective officers, hereunto duly authorized this 24th day of June, 2013.

**ON BEHALF OF THE UNIVERSITY
OF NORTHERN BRITISH COLUMBIA:**



John Turner,
Chair Board of Governors



Dr. George Iwama,
President & Vice Chancellor, UNBC

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



Caroline Sewell,
President, CUPE Local 3799



Dale Laluk,
Chief Shop Steward, CUPE Local 3799

LETTER OF UNDERSTANDING NO. 1

COMPRESSED HOURS OF WORK

MOVED TO ARTICLE 18.10 OF AGREEMENT 2012

LETTER OF UNDERSTANDING NO. 2

EMPLOYMENT OF STUDENTS

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

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

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

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

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

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

LETTER OF UNDERSTANDING
EMPLOYMENT OF STUDENTS
PAGE 2

On behalf of the University:

George Swana
Signature

JUNE 21 2013
Date

PRESIDENT Title

On behalf of the Union:

C Swell
Signature

June 20, 2013
Date

President Title

LETTER OF UNDERSTANDING NO. 3

JOB SHARING

MOVED TO ARTICLE 18.09 OF AGREEMENT 2012

LETTER OF UNDERSTANDING NO. 4

EMPLOYMENT INSURANCE COMMISSION REBATE

MOVED TO ARTICLE 30.06 OF AGREEMENT 2012

LETTER OF UNDERSTANDING NO. 5

HOURS OF WORK

MOVED TO ARTICLE 18.01 AGREEMENT 2012

LETTER OF UNDERSTANDING NO. 6

PARKING ADVISORY COMMITTEE

DELETED IN 2012

LETTER OF UNDERSTANDING NO. 7

EMPLOYEE & FAMILY ASSISTANCE PROGRAM ADVISORY COMMITTEE

The University shall establish an Employee & Family Assistance Program Advisory Committee comprised of representatives from all employee groups. This committee will provide recommendations to the Director of Human Resources.

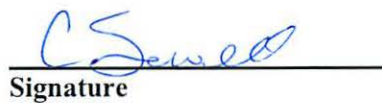
On behalf of the University:


Signature

JUNE 21, 2013
Date

PRESIDENT Title

On behalf of the Union:


Signature

June 20, 2013
Date

President Title

LETTER OF UNDERSTANDING NO. 8

BASKETBALL AND SOCCER COACHES

The Coaches shall be considered as regular full-time employees whose contract is renewable on an annual basis. The contract will commence on April 1st of each year with a renewal date of March 31st of the following year. These employees shall comply with the following terms of employment noted below:

1. Should the University determine that a coach will not be renewed as of the renewal date, the employee will be given notice by March 1st of the contract year and can exercise one of the following options:
 - Bump into another position as outlined in Article 17 provided they possess the qualifications and ability to perform the work; or
 - Opt for severance pay as per Article 17.08 of the Collective Agreement.

If the University determines not to renew the contract for the coach, they may employ another person into that position.

2. Should the University end the employment relationship with a coach prior to the renewal date, the employee will be given 30 (thirty) days notice prior to the termination date. The employee can exercise the bumping or severance options as outlined above or choose to be paid out the remainder of their contract. Should the employee be terminated for just cause, the employee cannot exercise any of the above options. The Union maintains the right to grieve the dismissal.

Effective Date:

For the purposes of this Letter of Understanding, the terms and conditions will become effective as of July 2, 2002 with the understanding that the first renewal date is March 31, 2003.

Overtime:

The current practice to minimize overtime shall be maintained. Each coach position will be given three (3) weeks (15 working days) of paid time at the end of each season in lieu of overtime. The employees shall have the option of being compensated for overtime in cash or compensatory time off. Scheduling of this time will be at the mutual agreement of the coach and their direct supervisor

Article 19.09 of the Collective Agreement does not apply to the coaches.

LETTER OF UNDERSTANDING
BASKETBALL AND SOCCER COACHES
PAGE 2

On behalf of the University:

George Okwama
Signature

JUNE 21 2013
Date

PRESIDENT Title

On behalf of the Union:

C Swell
Signature

June 20, 2013
Date

President Title

LETTER OF UNDERSTANDING NO. 10

PROGRESSION THROUGH THE RANGE

MOVED TO ARTICLE 27.07 OF AGREEMENT 2012

LETTER OF UNDERSTANDING NO. 11

STUDENT EMPLOYMENT, RESEARCH AND TEACHING ASSISTANTS

The University and Union agree that upon written request and with reasonable advance notice (min. 2 weeks) to the Director of Human Resources, the University will meet with the Union to review the extent and uses of student employment, research and teaching assistants.

On behalf of the University:

George Luana
Signature

JUNE 21 2013
Date

PRESIDENT Title

On behalf of the Union:

C Seemell
Signature

June 20, 2013
Date

President Title

LETTER OF UNDERSTANDING NO. 12

TERM POSITION TRANSFERS

MOVED TO ARTICLE 16.16 OF AGREEMENT 2012

LETTER OF UNDERSTANDING NO. 13

RIGHT TO REFUSE OVERTIME

MOVED TO ARTICLE 19.06 OF AGREEMENT 2012

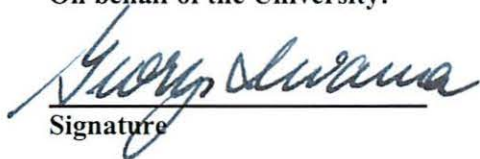
LETTER OF UNDERSTANDING NO. 14

PARKING

The parties have agreed to meet annually, where the University will update the Union on the University's parking plans.

The University will strive, as part of its business plan, towards securing enough parking stalls, with plug-ins, for employees who are willing to pay for them.

On behalf of the University:


Signature

JUNE 21 2013
Date

PRESIDENT Title

On behalf of the Union:


Signature

June 20, 2013
Date

President Title

LETTER OF UNDERSTANDING NO. 15

STUDENT RESEARCH ASSISTANTS

- 1) The parties recognize the critical role that **Student** Research Assistants (SRAs) play in the success of Faculty-led research initiatives **and the competitive nature of obtaining grants for research.**
- 2) Further, the parties recognize the importance of having work for students as an important tool for increasing **experiential learning, enrolment and retention of students** at UNBC.
- 3) Therefore the parties agree that **continuing post secondary** students who are engaged to work as SRAs will be exempt from the CUPE collective agreement.
- 4) All SRA positions, not occupied by **continuing post secondary** students, will be considered CUPE bargaining unit positions, except;
 - i) post-doctoral fellows;
 - ii) research associates, and/or;
 - iii) research managers.
- 5) **A SRA who terminates their student status may remain in a SRA position, for a period of up to six (6) months provided that they meet the terms of eligibility of the research project. If the position continues beyond six (6) months, the position shall become a CUPE position.**
- 6) The Parties agree that **SRAs will not accrue seniority and their recruitment is not subject to Article 16 – Job Posting Process, Article 17 – Layoffs and Recalls.**
- 7) **SRAs who are not continuing post secondary students** shall, except for Article 17, receive all rights, privileges and benefits as stated in the collective agreement for Term employees. The maximum period of hire for Term employees shall not apply to SRA hires. In the event of layoff, language under Article 17.08 for Term employees shall apply.
- 8) The Parties are in agreement that the terms of this LOU shall be implemented effective **the signing date of this agreement.**

LETTER OF UNDERSTANDING
RESEARCH ASSISTANTS
PAGE 2

On behalf of the University:

George Olwana
Signature

JUNE 21 2013
Date

PRESIDENT Title

On behalf of the Union:

C. Sewell
Signature

June 20, 2013
Date

President Title

LETTER OF UNDERSTANDING NO. 16

FISCAL DIVIDEND

DELETED IN 2012

LETTER OF UNDERSTANDING NO. 17

PROGRAM SUPPORT FUND

REPLACED WITH ARTICLE 44.01 – TUITION WAIVER IN 2012

LETTER OF UNDERSTANDING NO. 18

PROCESS FOR RESOLVING DISPUTES

**MOVED TO ARTICLE 29 - INCLUSION AND EXCLUSION DISPUTES IN
2012**

LETTER OF UNDERSTANDING NO. 19

ELS ASSOCIATES

ELS Associates may be regular full-time, regular part-time, term or casual employees. Regular ELS Associates will complete a probationary period of two (2) twelve (12) week terms plus one month. Upon notification to the employee and stating the rationale to the Union, this period may be extended by the University for up to one (1) term. ELS Associates on staff at the time of ratification of this Letter of Understanding are regular full time employees.

Effective Date:

For the purposes of this Letter of Understanding, the terms and conditions will become effective as of the ratification of this Letter of Understanding.

Hours of Work:

A standard work week shall be a five (5) day work week and a maximum duty period of thirty-five (35) hours per week, composed of twenty-five (25) instructional contact hours with the remaining ten (10) hours of non instructional duties.

A standard work year shall comprise of forty (40) weeks of instructional contact, the employee's vacation entitlement to be taken during non-instructional period(s), with the remainder of the year designated as their non-instructional period.

For example: forty (40) weeks of instruction, three (3) weeks of vacation and nine (9) weeks of non-instructional time.

Non-instructional periods may be scheduled at any time during the year.

Articles 18.01, 18.07 and LOU #1 Compressed hours of work shall not apply to ELS Associates.

Vacation Entitlement:

As per Article 22.03, service prior to 9 March 2011 as an Academic Services employee will be recognized for Length of Vacation purposes. Vacation accrual will commence upon ratification of the Letter of Understanding. There will be no carry forward (Article 22.05 "Vacation Carry Over"), or pay out of vacation for ELS Associates.

LETTER OF UNDERSTANDING
ELS ASSOCIATES
PAGE 2

Payment of Wages:

ELS Associates receive pay on a biweekly basis throughout the calendar year.

Wages:

Pay Grade 5B ELS Associates with a Bachelor degree

Pay Grade 5C ELS Associates with a Masters degree

ELS Associates wage rates will increase consistent with the percent and timing of the general wage increases of CUPE Local 3799.

Seniority:

The seniority for ELS Associates shall be the first day the ELS Associate worked for the University as an ELS Associate or 9 March 2011 whichever is later. For ELS Associates hired before 9 March 2011, their seniority tie-breaker is their date of hire.

Sick Leave:

ELS Associates are eligible for forty-eight (48) calendar days (thirty-four (34) working days) of paid sick leave per calendar year.

Leaves:

ELS Associates are eligible for up to four (4) days of Illness in the Family Leave (24.12) per calendar year.

The following leaves do not apply to ELS Associates during non-instructional periods:

Bereavement Leave (24.02), Compassionate Leave (24.03), Leave for Court Appearance (24.04), Federal, Provincial and Municipal Elections (24.05), Pallbearer and Mourner's Leave (24.08), Medical/Dental Appointments (24.09), Leave for Serious Fire or Flood (24.10), Illness in the Family Leave (24.12), and Family Responsibility Leave (24.13).

LETTER OF UNDERSTANDING
ELS ASSOCIATES
PAGE 3

CASUAL ELS ASSOCIATES:


CASUALS WILL RECEIVE THE APPLICABLE HOURLY RATE (BASED ON 1820 HOURS PER YEAR) PLUS TWENTY-FIVE PERCENT (25%) OF PAY IN RECOGNITION OF PREPARATION AND NON-INSTRUCTIONAL DUTIES. THIS HOURLY RATE WILL INCREASE CONSISTENT WITH THE PERCENT AND TIMING OF THE GENERAL WAGE INCREASES APPLIED TO ELS ASSOCIATES.

THE CURRENT HOURLY RATES FOR CASUAL ELS ASSOCIATES ARE:

BACHELORS DEGREE: \$22.66 PLUS TWENTY-FIVE PERCENT (25%) RECOGNITION FOR PREPARATION, VACATION AND STATUTORY HOLIDAYS = \$30.65

MASTERS DEGREE: \$23.77 PLUS TWENTY-FIVE PERCENT (25%) RECOGNITION FOR PREPARATION, VACATION AND STATUTORY HOLIDAYS = \$32.15

On behalf of the University:


Signature

JUNE 21 2013
Date

PRESIDENT Title

On behalf of the Union:


Signature

June 20, 2013
Date

President Title

MEMORANDUM OF UNDERSTANDING

NORTHERN SPORTS CENTRE

1. The University and the Union recognize that during the term of the collective agreement currently being negotiated, the proposed Northern Sport Centre (NSC) is likely to be completed. Once completed, NSC will be operated by Northern Sport Centre Ltd. (NSC Ltd.)
2. The University expects that certain operational activities at NSC will, for a fixed period of time be contracted out by NSC Ltd. to the University under a Master Agreement.
3. Once the facilities at NSC are available, the University expects to close the University's existing Fitness Centre (FC). The University's staff and students, as well as the general public, will then have access to the facilities at NSC.
4. The positions of Athletics and Recreation Coordinator, Athletics and Recreation Assistant, Head Coach Men's Basketball and Head Coach Women's Basketball, occupied by Union members which are affected by the closure of FC will be included in any contract for services between NSC Ltd. and the University. The incumbents of the positions will remain employees of the University who are covered by the terms of the collective agreement (CA) in place between the University and the Union.
5. In addition to negotiating the arrangements described above, new positions engaged in providing such services will be considered within the scope of the Union bargaining unit and covered by the CA.

The following positions will be excluded:

- i. Positions providing either janitorial, security, parking lot and road snow removal, copy services or food services at NSC;
- ii. Positions designated by the University as student positions and so occupied (and the University agrees to not unreasonably expand its utilization of student employees);
- iii. Positions designated by Pacific Sport and the City of Prince George or another user of NSC, other than the University, as City or community program coach positions and so occupied; and,
- iv. Positions normally exempt from Union certification.

MEMORANDUM OF UNDERSTANDING
NORTHERN SPORT CENTRE
PAGE 2

6. The Union agrees that in consideration of the agreements set out above it will not, for a period of at least six (6) years, make a successorship or common employer application in connection with either the University's operation of NSC or any contractual arrangements between the University and NSC Ltd. or any contractual arrangements between the University and any third party relating to the ownership or operation of NSC.

On behalf of the University:

George Mavrou
Signature

JUNE 21 2013
Date

PRESIDENT Title

On behalf of the Union:

C Sewell
Signature

June 20, 2013
Date

President Title

SCHEDULE A

CUPE Pay Grades/Salary Ranges

In an established and JEC rated position, the casual rate of pay shall be the rate at the start of the salary range for the grade. If a position has not been rated, the minimum casual rate shall be the rate at the start of the salary range for grade one.

Effective July 1, 2012 – June 30, 2013

Pay Grade	Hourly Wage		FTE* Salaried Range	
1	16.64	17.15	30,284.80	31,213.00
2	18.08	18.64	32,905.60	33,924.80
3	19.67	20.28	35,799.40	36,909.60
3A	19.67	20.28	40,913.60	42,182.40
4	21.25	21.91	38,675.00	39,876.20
4A	21.25	21.91	44,200.00	45,572.80
5	22.84	23.54	41,568.80	42,842.80
5A	22.84	23.54	47,507.20	48,963.20
6	24.42	25.18	44,444.40	45,827.60
6A	24.42	25.18	50,793.60	52,374.40
7	26.01	26.81	47,338.20	48,794.20
7A	26.01	26.81	54,100.80	55,764.80
8	27.59	28.44	50,213.80	51,760.80
8A	27.59	28.44	57,387.20	59,155.20
9	29.18	30.08	53,107.60	54,745.60
10	30.76	31.71	55,983.20	57,712.20
10A	30.76	31.71	63,980.80	65,956.80
11	32.34	33.34	58,858.80	60,678.80
12	33.93	34.98	61,752.60	63,663.60
12A	33.93	34.98	70,574.40	72,758.40
13	35.51	36.61	64,628.20	66,630.20
13A	35.51	36.61	73,860.80	76,148.80
14	37.10	38.24	67,522.00	69,596.80
15	38.68	39.88	70,397.60	72,581.60
ELS1		23.81		43,334.20
ELS2		24.97		45,445.40

* FTE – Full Time Equivalent

Standard FTE is based on 35 hour workweek (1820 hours per year).

“A” Pay Grades represent FTE based on 40 hour workweek (2080 hours per year).

Effective July 1, 2013 – June 30, 2014

Pay Grade	Hourly Wage		FTE* Salaried Range	
1	16.97	17.49	30,885.40	31,831.80
2	18.44	19.01	33,560.80	34,598.20
3	20.06	20.69	36,509.20	37,655.80
3A	20.06	20.69	41,724.80	43,035.20
4	21.68	22.35	39,457.60	40,677.00
4A	21.68	22.35	45,094.40	46,488.00
5	23.30	24.01	42,406.00	43,698.20
5A	23.30	24.01	48,464.00	49,940.80
6	24.91	25.68	45,336.20	46,737.60
6A	24.91	25.68	51,812.80	53,414.00
7	26.53	27.35	48,284.60	49,777.00
7A	26.53	27.35	55,182.40	56,888.00
8	28.14	29.01	51,214.80	52,798.20
8A	28.14	29.01	58,531.20	60,340.80
9	29.76	30.68	54,163.20	55,837.60
10	31.38	32.34	57,111.60	58,858.80
10A	31.38	32.34	65,270.40	67,267.20
11	32.99	34.01	60,041.80	61,898.20
12	34.61	35.68	62,990.20	64,937.60
12A	34.61	35.68	71,988.80	74,214.40
13	36.22	37.34	65,920.40	67,958.80
13A	36.22	37.34	75,337.60	77,667.20
14	37.84	39.00	68,868.80	70,980.00
15	39.45	40.68	71,799.00	74,037.60
ELS1		24.29		44,207.80
ELS2		25.47		46,355.40

* FTE – Full Time Equivalent

Standard FTE is based on 35 hour workweek (1820 hours per year).

“A” Pay Grades represent FTE based on 40 hour workweek (2080 hours per year).

CUPE 3799 POSITIONS

- 01 Concession Attendant NSC
- 01 Laboratory Attendant NHSRF
- 01 Reception Clerk NSC

- 02 Bookstore Clerk
- 02 Distribution Services Clerk

- 03 Archives Assistant
- 03 Bookstore Operations Assistant
- 03 Bookstore Shipper/Receiver
- 03 Distribution Services Asst
- 03 Education Program Assistant
- 03 Facility & Membership Asst NSC
- 03 Library Assistant Circulation
- 03 Program Assist Health Sciences
- 03 Program Assist SOCW Cert
- 03 Regional Services Assistant NW
- 03 Regional Services Assistant PR
- 03 Regional Services Assistant SC
- 03 Regional Services Assistant SC
- 03A Facilities Function Monitor

- 04 Projects Assist A/R & Capital
- 04 Access Office Assistant
- 04 Accounts Payable Officer
- 04 Athletics & Recreation Asst
- 04 Central Cashier
- 04 Client Services Representative
- 04 Comm Admin Asst - NCCAH/BCInit
- 04 Educ Media Services Assistant
- 04 Finance Accounting Assistant
- 04 Housing & Residence Life Asst
- 04 Payroll Assistant
- 04 Recruit & Advising Centre Asst

- 04 Student Rec & Adv Ctr Asst
- 04 University Services Rep
- 04 Wellness Centre Assistant
- 04A Maintenance Assistant
- 04A Power Engineer Apprentice
- 04A Security & Parking Officer
- 04 Security & Parking Officer

- 05 Academic Success Ctr Asst
- 05 Admin Assistant - CSAM
- 05 Admin Assistant - CTLT
- 05 Admin Assistant - ELS Program
- 05 Admin Assistant - Regional NW
- 05 Admin Assistant - Regional SC
- 05 Admin Asst - Grad Prog Nursing
- 05 Admin Asst - Grad Programs
- 05 Admin Asst - International Ctr
- 05 Admin Asst - NMP
- 05 Admin Asst - Physiotherapy
- 05 Admin Asst -Continuing Studies
- 05 Admin Asst -External Relations
- 05 Admin Asst -Purchasing/Contract/Risk Mgt
- 05 Admin Asst Security & Parking
- 05 Administrative Assistant - NMP
- 05 Clinical Admin Assist
- 05 Development Awards Officer
- 05 Education Assistant
- 05 Event Assistant - Development
- 05 Events Assistant
- 05 Facilities Assistant
- 05 Field Ed Coord/Admin Asst MSW
- 05 Finance Treasury Assistant
- 05 Health & Wellness Ctr Asst
- 05 Library Assistant Receiving
- 05 Representative - Registrar Svs

- 05 Research Accounting Assistant
- 05 Risk Safety & Security Assistant
- 05 Telecommunications Assistant
- 05A QRRC Facility Maintenance

- 06 Admin Asst - CHEM/ENVS/EENG
- 06 Admin Asst - ECON/ENGL
- 06 Admin Asst - EDUC
- 06 Admin Asst - ESM
- 06 Admin Asst - FNST/WMST/BFA/FND
- 06 Admin Asst - First Nations Ctr
- 06 Admin Asst - GEOG/RRT
- 06 Admin Asst - HIST/ANTH
- 06 Admin Asst – School of Health Sciences
- 06 Admin Asst - INTS/POLS/NS
- 06 Admin Asst - NCCAH/BC Init
- 06 Admin Asst - NMP Faculty
- 06 Admin Asst - NRES Grad Prg
- 06 Admin Asst - PHYS/MATH/CPSC
- 06 Admin Asst - PSYCH
- 06 Admin Asst - Regional Ops
- 06 Admin Asst – School of Social Work
- 06 Admin Asst - School of Nursing
- 06 Admin Asst - Student Success
- 06 Admin Asst - Univ Librarian
- 06 Admin Asst -School of Business
- 06 Admin Asst -School of Planning
- 06 Admin Asst -Contract Coordinators
- 06 Chemistry Lab Technician
- 06 Communications Asst Web
- 06 Communications Asst NCCAH
- 06 Library Assistant D&D Delivery
- 06 Library Assistant Health Sci
- 06 Library Assistant ILL & DD
- 06 Library Assistant Serials
- 06 Practicum Placement Coordinator

- 06 Program/Bookings Officer NSC
- 06 Purchasing Agent Level I
- 06 Regional Svs Coordinator NW
- 06 Regional Svs Coordinator PRL
- 06 Regional Svs Coordinator SC
- 06 Registration Officer
- 06 Research Finance Officer
- 06 Sports Information Officer
- 06A MA/Shift Relief Engineer

- 07 Access Assistant
- 07 Access Services Administrator
- 07 Accounting Analyst - Treasury
- 07 Admin Assist - Senate
- 07 Assistant Bookstore Manager
- 07 Awards & FA Assistant
- 07 Book Buyer
- 07 Ceremonies/Events Coordinator
- 07 Clinical Prog Assist FM/DP NMP
- 07 Clinical Prog Assist NMP Yrs 3/4
- 07 Clinical Program Assist CS-FMPR
- 07 Distribution Svs Coordinator
- 07 Exec Assist - Assist Provost
- 07 Exec Assist - Dean Grad Prog
- 07 Exec Assist - Dean of CASHS
- 07 Exec Assist - Dean of CSAM
- 07 Exec Assist - Deans CASHS/CSAM
- 07 Exec Assist - Registrar
- 07 Instructional Design Tech
- 07 ITS Assistant - Inventory/Acquisitions/Projects
- 07 Library Assistant Acquisitions
- 07 Library Assistant Copyright
- 07 Library Technical Assistant
- 07 Office Administrator Facilities
- 07 Payroll Officer
- 07 Program Assistant MBA

- 07 Programmer Analyst I
- 07 Sr Graduate Studies Assistant
- 07A Maintenance Assist Locksmith
- 07A Shift Engineer

- 08 Admissions Officer
- 08 Advancement Info Specialist
- 08 Articulation Officer
- 08 Assess & Eval Coordinator
- 08 Audio Visual Technician II
- 08 Coordinator - IC/NMP Terrace
- 08 Coordinator - IC/NMP Ft St John
- 08 IT/AV Support II
- 08 IT/AV Support II - NW Reg
- 08 International Student Advisor
- 08 Microsupport II
- 08 Office Administrator NSC
- 08 Placement Coordinator Nursing
- 08 Practicum Placement Coordinator
- 08 Project Coordinator - NCCAH
- 08 Rural Nursing Program Advisor
- 08 Student Affairs Coord NMP
- 08 Student Life Coordinator
- 08 Technical Support Specialist
- 08A Carpenter

- 09 Aboriginal & Rural SR Officer
- 09 Accounting Analyst - A/R & CP
- 09 Admissions Advisor NMP
- 09 Alumni Relations Officer
- 09 Communications Officer
- 09 Communications Officer Design
- 09 Dispensing Chemist
- 09 Institutional Planning Analyst
- 09 Marketing & Comm Officer

- 09 Network & Telecom Admin I
- 09 Patient Recruiter/Trainer NMP
- 09 Program Advisor - Nursing
- 09 Regional Ops Project Officer
- 09 Residence Life Coordinator
- 09 Scheduling Coordinator
- 09 Student Adv Acad &Tech Support
- 09 Student Advisor
- 09 Student Career Ctr Coord
- 09 Student Recruitment Officer

- 10 Academic Success Ctr Advisor
- 10 Accounting Analyst - Research
- 10 Capital Project/SA Coordinator
- 10 Communications Officer - Web
- 10 Computer Lab Coordinator
- 10 Computer Systems Support Spec
- 10 Conf & Events Coordinator
- 10 Continuing Studies Coordinator
- 10 Coordinator NHSRF
- 10 Forestry Extension Officer
- 10 Graduate Studies Officer
- 10 Head Coach - Mens Basketball
- 10 Head Coach - Mens Soccer
- 10 Head Coach - Womens Basketball
- 10 Head Coach - Womens Soccer
- 10 Microsupport Coordinator
- 10 Peer Counsellor Coordinator
- 10 Program Coordinator ELS
- 10 Programmer Analyst II
- 10 Purchasing Agent Level III
- 10 Risk & Safety Coordinator
- 10 Systems Administrator I
- 10 Systems Administrator I Lib
- 10 Systems Analyst II
- 10 University Contract Coordinator - Admin

- 10A Assistant Chief Engineer
- 10A Electrician
- 10A Mechanical Sys & Controls Tech
- 10A Sr Carpenter

- 11 Analytical Chem Support Specialist
- 11 Analytical Lab Support Specialist
- 11 Assistant Registrar Admissions
- 11 Awards, FA & SE Coordinator
- 11 Database Administrator II
- 11 Development Officer
- 11 Energy Technician
- 11 Grad Awards Project Officer
- 11 Health Research Project Officer
- 11 Research Project Officer
- 11 Web Developer II
- 11 Web Developer II Library

- 12 Access Coordinator
- 12 Assistant Registrar Records/Ops
- 12 Counsellor
- 12 Counsellor First Nations Ctr
- 12 Greenhouse Curator
- 12 Systems Administrator II
- 12 Systems Analyst
- 12 Unified Communications Admin III
- 12 University Contract Coordinator - Research
- 12 University Nurse/Clinical Coordinator
- 12A Facilities Services Supervisor

- 13 Counsellor First Nations Ctr
- 13 Sr Database Administrator
- 13 Sr Network Administrator
- 13 Systems Administrator III
- 13A Maintenance & Project Supervisor

14 Academic Success Coordinator

15 Assistant Registrar Systems

ELS1 ELS Associate

ELS2 ELS Associate

ELS1H ELS Associate Casual

ELS2H ELS Associate Casual

*ck

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