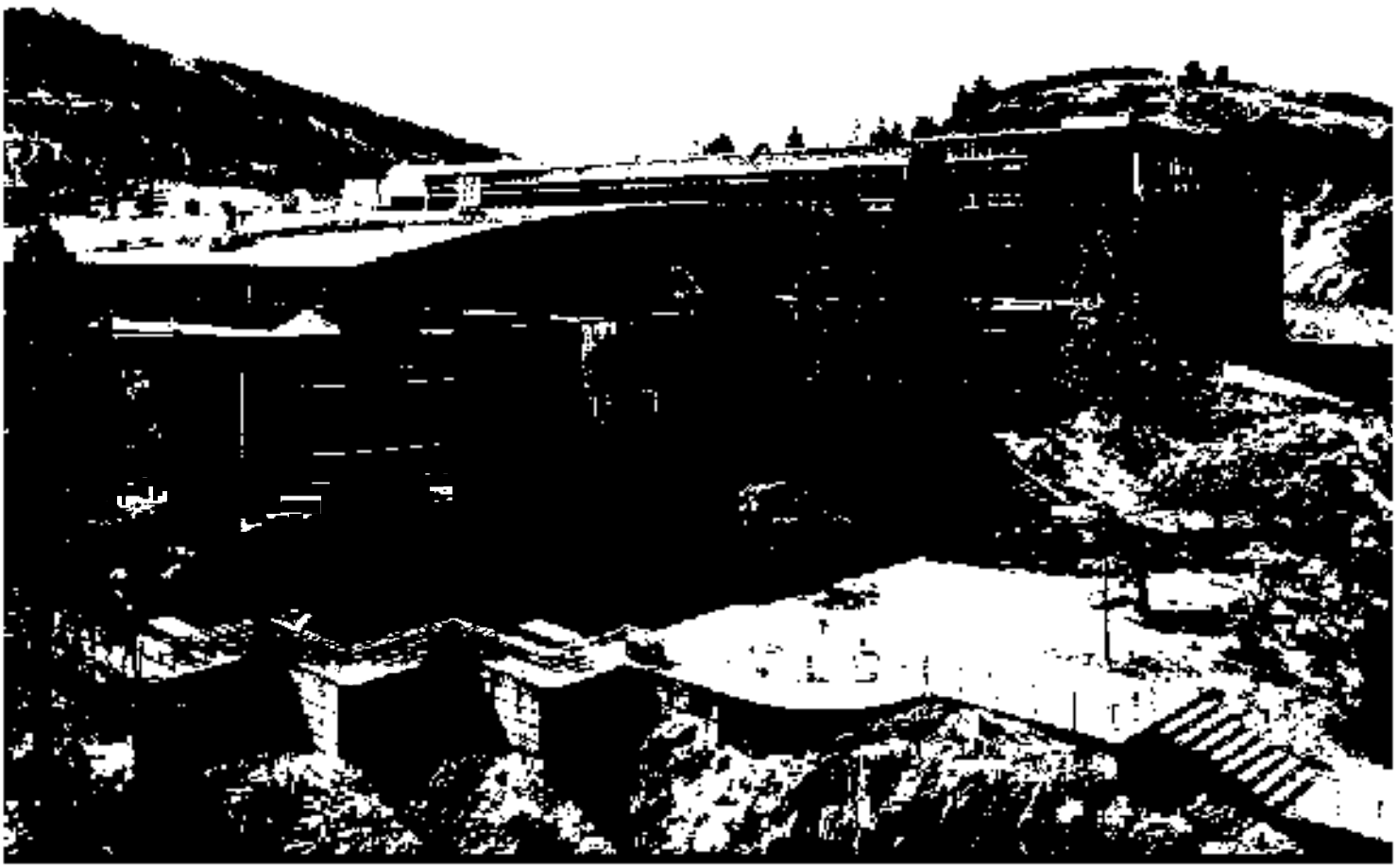


Collective Agreement

between Thor pson Rivers University
and Canadian Un on of Public Employees Local 4879

CUPE 4879

THOMPSON RIVERS UNIVERSITY

April 1, 2025 to March 31, 2029

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COLLECTIVE AGREEMENT

EFFECTIVE: April 1, 2025 to March 31, 2029

BETWEEN: THOMPSON RIVERS UNIVERSITY BOARD

(hereinafter called the "Employer")

PARTY OF THE FIRST PART

AND: THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 4879, chartered by the Canadian Union of Public Employees and affiliated with the Canadian Labour Congress

(hereinafter called the "Union" or the “Local”)

PARTY OF THE SECOND PART

TERRITORIAL ACKNOWLEDGEMENT

CUPE local 4879 and the Employer acknowledge and recognize that Thompson Rivers University campuses are on the ancestral lands of the Tk'emlúps te Secwépemc (Kamloops campus) and the T'exelc (Williams Lake campus) within Secwepemcúlecw, the traditional and unceded territory of the Secwépemc. The region TRU serves also extends into the territories of the St'át'imc, Nlaka'pamux, Nuxalk, Tŝilhqot'in, Dakelh, and Syilx peoples.

ARTICLE 1: PREAMBLE

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

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

(b) Future Legislation

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

(c) Conflict with Policies

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

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

NOW THEREFORE, the parties agree as follows:

ARTICLE 2: RECOGNITION AND NEGOTIATIONS AND EMPLOYER RIGHTS

(a) Recognition and Negotiations

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

The Employer agrees that supervisory or managerial employees or other employees of the Employer who are not in the bargaining unit for which CUPE Local 4879 is certified will not perform work that is normally performed by employees covered by this Agreement except in cases of emergency or when instructing employees.

(b) Bargaining Unit Defined

The bargaining unit shall comprise all employees included in CUPE Local 4879 as described in the certificate issued by the Labour Relations Board of British Columbia, except positions excluded by mutual agreement between the parties or excluded by the Labour Relations Board of British Columbia.

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

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

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

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

(e) Employer Rights

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

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

No Other Agreement

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

ARTICLE 3: NO DISCRIMINATION OR HARASSMENT

(a) The Employer, its agents agree that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge or otherwise by reason of Indigenous identity, age, race, religion, colour, place of origin, ancestry, sexual orientation, gender identity or expression, political belief, sex, marital or family status, place of residence, physical or mental disability provided there is a reasonable expectation to be capable of performing the duties of the position nor by reason of their membership or activity in a labour union or that the person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person and the employees shall at all times and in like manner act in good faith toward the Employer.

(b) Nondiscrimination

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

2. To this end, an Employment Equity Committee shall be established to:

- review evidence of differential treatment of employees and to recommend the necessary measures for eliminating such practices,
- review the Collective Agreement and identify opportunities for change that would:
    - enhance equity, diversity, and inclusion at the University.
    - identify and eliminate barriers to equal participation for historically marginalized groups.

Any recommended amendments to the Collective Agreement are subject to the approval of the Parties.

The parties shall commence the review within 60 days of the date of ratification.

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

Sexual and personal harassment complaints may be processed as per the Sexualized Violence Policy and/or Harassment and Discrimination Prevention Policy of the University or may be filed as a grievance at Step 2 and will be handled with dispatch and confidentiality.

ARTICLE 4: UNION SECURITY

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

ARTICLE 5: CHECKOFF OF UNION DUES

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

ARTICLE 5.01: CHECKOFF PAYMENTS

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

ARTICLE 5.02: DEDUCTIONS

Deductions shall be forwarded in one installment to the Treasurer of the Union not later than the tenth (10th) day of the following month for which the dues were levied. The installment shall be accompanied via email by a list of the names, classifications and employee numbers of employees from whose wages the deductions have been made. The Union will be provided monthly with a list of additions to and deletions from the checkoff list.

ARTICLE 5.03: CORRESPONDENCE

The Employer will provide, to the Union President and the CUPE Local 4879 office, a copy of the following correspondence: discipline, job placement, salary adjustments, hours of work [15(e)], layoff, change in employee status; i.e., auxiliary to ongoing, graduated work return, recall and all correspondence relating to Union members regarding the Collective Agreement. The Employer agrees to provide an annual update of addresses to the Union.

ARTICLE 5.04: OFFICE ACCOMMODATION

TRU will provide CUPE Local 4879 with reasonable office accommodation on the premises in order to conduct Union business.

ARTICLE 6: THE EMPLOYER SHALL ACQUAINT NEW EMPLOYEES

(a) The Employer agrees to acquaint new employees with the fact that an agreement between the parties is in effect, and with the conditions of employment set out in Articles 4 and 5 dealing with Union Security and Dues Checkoff. All employees will be introduced to a Shop Steward or a Union representative.

(b) New employees shall be presented with a copy of the Agreement, an Application for Union Membership and Union dues checkoff card. The dues checkoff card and the Union membership card to be signed and turned back to the Employer immediately.

(c) New employees shall be informed of their regular working schedule by the appropriate supervisor.

ARTICLE 7: BARGAINING

(a) Bargaining Committee

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

(b) Additional Representatives

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

(c) Meeting of Committee

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

(d) Functions of Bargaining Committee

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

(e) Time Off for Meetings

Any representative of the Union on the Bargaining Committee, or their alternate, who is in the employ of the Employer, shall attend meetings of the Committee held within working hours without loss of remuneration, provided that the Associate Vice President People and Culture or their designate has prior notice.

ARTICLE 7.01: LABOUR-MANAGEMENT COMMITTEE TERMS OF REFERENCE

(a) Purpose

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

(b) Functions

1. To promote improved communications, mutual respect and understanding between the parties.
2. To promote understanding between the parties at TRU and to create and maintain harmonious relations.
3. To explore and recommend new procedures and policies for improving work methods, conditions of work, and staff development.
4. To preview proposed operational changes, whenever possible.
5. To deal with issues before they become grievances, wherever possible.

(c) Membership

The committee will consist of five (5) members of management and five (5) members of the Union.

Representatives will serve for a period of two (2) years (at least one (1) year), and can be re-elected/re-appointed as desired.

(d) Guests

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

(e) Officers

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

(f) Agenda

Agenda items will be submitted to the chairpersons ten (10) days prior to the meeting. An agenda will be prepared and circulated to members of the committee five (5) days prior to the meeting. The committee will establish the agenda.

(g) Meetings

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

(h) Quorum

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

(i) Terms of Reference

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

ARTICLE 7.02: REPRESENTATION

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

ARTICLE 7.03: POLICIES

To facilitate access to the most current and up-to-date versions of policies, University policies will be available on the TRU website.

ARTICLE 7.04: COPIES OF RESOLUTIONS

Copies of all public resolutions adopted by the Board will be available on the TRU website.

ARTICLE 8: DEFINITION OF EMPLOYEES

(a) Full-time Employees

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

(b) Part-time Employees

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

(c) Ongoing Employees

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

(d) Ongoing Employees (Specified Term) Who Work Less than 12 Months

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

(e) Auxiliary Employees

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

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

Article 9 Seniority
Article 10 (b) Notice of layoff subject to the exception set out in Letter of Agreement D, item 5
Article 10 (c) Layoff and rehiring procedure
Article 10 (d) Severance or recall option
Article 10 (e) Severance
Article 10 (f) Recall
Article 19 Vacations
Article 20 (c) Family Illness
Article 20 (e) Sick Leave Without Pay
Article 20 (f) Sick Leave Records
Article 20 (g) Accrued Sick Leave
Article 22 (a) for Union Business
Article 22 (c) Bona Fide Union Functions
Article 22 (f) Jury and Court Duty

Article 22 (g) Leave for Union Officers and Public Service
Article 22 (h) General Leave
Article 22 (k) Exchange
Article 23 (b) Pay During Ongoing and Temporary Transfers
Article 30 (a) Extended Health Benefit Plan
Article 30 (b) Dental Plan
Article 30 (d) Weekly Indemnity (Short Term Disability) Insurance
Article 30 (e) Long Term Disability
Article 30 (f) Group Life Insurance, Accidental Death and Dismemberment
Article 30 (h) Relocation Allowance
Article 33 (b) Attendance at Courses requested by Employee
Article 33 (d) Educational Course Subsidies

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

Article 10 (b) Notice of Layoff subject to the exception set out in Letter of Agreement D, item 5.
Article 10 (c) Layoff and Rehiring Procedures
Article 10 (d) Severance or Recall Option
Article 10 (e) Severance
Article 20 (g) Accrued Sick Leave
Article 22 (f) Jury and Court Duty
Article 22 (g) Leave for Union Officers and Public Service
Article 22 (h) General Leave
Article 22 (j) Short-Term Assisted Leave
Article 22 (k) Exchange
Article 30 (a) Extended Health Benefit Plan
Article 30 (b) Dental Plan
Article 30 (d) Weekly Indemnity (Short Term Disability) Insurance
Article 30 (e) Long Term Disability
Article 30 (f) Group Life Insurance, Accidental Death and Dismemberment
Article 30 (h) Relocation Allowance
Article 33 (d) Educational Course Subsidies

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

Auxiliaries with seniority (560 hours) will be provided with 8% in lieu of benefits, payable on each bi-weekly pay.

(f) Term Employees

A Term Employee is an employee appointed to a position for a defined and limited duration. Typically, these positions are created in order to meet short-term operational requirements, including but not limited to special projects, increased workload, sick leave coverage, maternity/parental leave, general leave, or a time-limited program. These positions may be full-time or part-time.

Term positions shall be posted for a fixed term of not less than four (4) months and not more than twenty-four (24) months and shall clearly specify the commencement and expiry dates of the appointment. The Employer shall have the ability to extend the position without posting for up to an additional twelve (12) months should the purpose of the role continue. If the position of the same defined purpose, in the same department has an operational need to continue past the timelines listed in this paragraph, agreement with CUPE will occur prior to the role being posted.

Term employees shall be for a fixed term and the appointment does not confer any entitlement to any employment rights beyond the posted term except where specifically prescribed in this Collective Agreement.

Former Term employees may submit an application to any competition after the end date of their last position. For six (6) months after the end of their last position, these applications will be considered after all ongoing employee applications and prior to consideration of external applicants.

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

Article 10 subject to the exception set out in Letter of Agreement D, item 5.
Article 20 (e) Sick Leave Without Pay
Article 20 (g) Accrued Sick Leave
Article 22 (f) Jury and Court Duty
Article 22 (g) Leave for Union Officers and Public Service
Article 22 (h) General Leave
Article 22 (j) Short-Term Assisted Leave
Article 22 (k) Exchange
Article 30 (d) Weekly Indemnity (Short Term Disability) Insurance
Article 30 (e) Long Term Disability
Article 30 (f) Group Life Insurance, Accidental Death and Dismemberment
Article 30 (h) Relocation Allowance
Article 33 (d) Educational Course Subsidies

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

Term Employees with seniority (560 hours), but whose term duration is less than one (1) year, will be provided with 8% in lieu of benefits, payable on each bi-weekly pay.

The exception to the above exclusions is that Term Employees with a one (1) year or longer posting of at least 17.5 hours per week (35 hours bi-weekly) will receive group life insurance, extended health, dental and medical benefits for the duration of the posting. Those employees in postings less than 35 hours per week will pay a portion of the Employer's contribution to the relevant premium, in inverse proportion to the percentage of time worked. Coverage for extended health, dental and medical benefits will begin on the first of the month following their date of hire into that position. Coverage for group life insurance will be provided after achieving 560 hours of employment.

CUPE employees with a continuous term will be provided benefits at the Employer's discretion. The continuous extension of a term may not exceed the timelines listed under this Article 8(f).

Term Employees with a one (1) year or longer posting of less than 17.5 hours per week (35 hours bi-weekly) will be provided with 8% in lieu of benefits, payable on each bi-weekly pay for the duration of the posting.

(g) Change of Status

1. At any time, an employee who is in an ongoing position (ongoing employee) shall have the right to change their status from an ongoing employee to an ongoing status employee (employee has status but does not have an ongoing position).
2. An employee who changes their status relinquishes any and all rights to their ongoing position.
3. An employee who changes their status will be placed on the auxiliary list and offered work according to their seniority.
4. An employee who changes their status shall have all the same rights as every other ongoing status employee.
5. An employee who changes their status and who wants to again become an ongoing employee can only do so by being the successful applicant for an ongoing posting.
6. Change of status does not affect, in any way, an employee's accrued vacation, banked time or sick leave.

(h) Student Employees

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

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

Article 9 Seniority
Article 10 Layoff, Severance and Recall
Article 11 (c) Trial Period
Article 11 (d) Result of Trial Period
Article 15 Hours of Work
Article 16 (a) Overtime Defined #2, #3
Article 16 (b) Overtime During Layoffs
Article 16 (c) Minimum Call-Back Time
Article 17 Differential Pay & Allowances
Article 18 Holidays
Article 19 Vacations
Article 20 Sick Leave Provisions
Article 21 Workplace Accommodations
Article 22 Leave of Absence
Article 23 (b) Pay During Ongoing and Temporary Transfers
Article 24 Job Evaluation
Article 25 Performance Evaluation
Article 28 Technological Change
Article 30 Benefits
Article 32 Subcontracting
Article 33 Education and Professional Development

The rate of pay for student employees will be the minimum wage unless otherwise agreed to.

(i) Co-operative Education Students

1. This will apply to students registered in a recognized Co-operative Education program at a participating post-secondary institution, with preference given to TRU students.
2. The Co-operative Education student employees shall be paid in accordance with the following salary rates, or minimum wage, whichever is higher:

(i) Co-operative Education Term 1 (first 4 months of work term) – 60% of job rate of job performed.

(ii) Co-operative Education Term 2 (second 4 months of work term) – 70% of job rate of job performed.

(iii) Co-operative Education Term 3+ (third or greater 4 months of work term) – 80% of job rate of job performed.

3. The parties agree that Co-operative Education students employed and paid under this section will be auxiliary employees as defined by Clause 8(e), exclusive of the Schedule "A" provision.
4. The employment of Co-operative Education students will not reduce established staff complements in the organization nor will auxiliary employees be displaced by Co-operative Education student employees.
5. No Co-operative Education student employee will be employed when regular employees are on layoff who have the qualifications and experience to perform the work.
6. The normal hours of work for Co-operative Education student employees will be seven (7) hours per day and thirty-five (35) hours per week unless otherwise varied by mutual agreement between the parties provided that each two-week period does not exceed seventy (70) hours.
7. A parallel Co-operative Education provision will allow students to work and attend school.

ARTICLE 9: SENIORITY

(a) Seniority Defined

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

(b) Eligibility for Seniority

1. All employees are eligible to accrue seniority. Seniority for ongoing employees shall be the date of hire.

2. When an auxiliary employee successfully attains ongoing status by virtue of being successful in a job posting, the University will credit the employee the hours worked as an auxiliary employee and backdate the seniority date the appropriate number of days. This clause is effective July 1, 1992, and will not be retroactive.

3. When an auxiliary employee accumulates 560 hours worked, they will attain ongoing status and their seniority date shall be established by crediting the employee one day seniority for each day worked to July 1, 1992.

4. In the event that two employees are hired on the same day, the higher combined date of birth (day and month) will be used to determine seniority.

(c) Accrual of Seniority

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

1. when an employee is participating in a legal work stoppage;

2. for one (1) year for sickness or WorkSafe BC;

3. for the first one (1) year of leave under the following provisions of Article 22 of this Agreement:

   Article 22 (a) For Union Business
   Article 22 (c) Bona Fide Union Functions
   Article 22 (d) Bereavement Leave
   Article 22 (e) Compassionate Leave
   Article 22 (f) Jury and Court Duty
   Article 22 (g) Leave for Union Officers and Public Service
   Article 22 (h) General Leave
   Article 22 (i) Maternity/Parental Leave
   Article 22 (j) Short-Term Assisted Leave
   Article 22 (m) Deferred Salary Leave Plan
   Article 22 (n) Employer Paid Union Leave
   Article 33 (a) Attendance at Courses Required by the Employer
   Article 33 (b) Attendance at Courses requested by Employee
   Article 33 (c) Travel and Work on Behalf of the Employer

4. when an employee is on vacation;

5. for up to five (5) years while in receipt of long-term disability benefits.

(d) Loss of Seniority

An employee shall only lose their seniority in the event:

1. They are discharged for just cause and are not reinstated;

2. They resign;

3. They take severance from employment with the University;

4. They fail to return to work within fifteen (15) working days following notification of recall, unless through sickness or other just cause. Laid-off employees engaged in alternate employment and who are recalled shall be permitted to give their current employer reasonable notice of termination to accept the recall;

5. Auxiliary employees who have not worked for twelve (12) consecutive months, unless on approved leave.

6. Subject to the Employer notifying affected auxiliaries on the eleventh (11^{th}) month that their one (1) year without working is pending.

(e) Seniority List

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

(f) Probationary Employees

Employees newly hired into a continuing position shall be considered as probationary for the first 560 hours of employment. Probationary employees may be terminated at any time during this period at the discretion of the Employer, provided such discretion is applied in a fair and reasonable manner. Notwithstanding articles in the Collective Agreement pertaining to probation period, ongoing employees shall not be eligible to apply for another posted position within their initial probation period, except by mutual agreement of the Employer and the Union.

ARTICLE 10: LAYOFF, SEVERANCE AND RECALL

(a) Layoff Defined

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

(b) Notice of Layoff

The Employer will provide written notice of layoff to an affected employee according to length of service. The notice period will be one (1) month for every completed six (6) months of employment, up to a maximum of four (4) months' notice. Ongoing employees with less than six (6) months of employment will be provided notice as per legislative requirements.

(c) Layoff and Rehiring Procedures

1. Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, within ten (10) working days, the Employer, the Union and the employee identified for layoff shall together review all layoff options prescribed by the Collective Agreement.

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

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

2. If, in exercising their bumping rights, an employee is unsatisfactory in their three (3) month trial period or there are extenuating circumstances that result in an unacceptable placement, the following may occur:

   (i) the employee may bump again

   (ii) the other staff affected from the prior bump can return to their former position or remain in their new job.

(d) Severance or Recall Option

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

(e) Severance

Severance pay shall be a lump sum payment equivalent to one (1) week of pay at the regular rate for the position last occupied, for every completed year of service, to a maximum of twelve (12) weeks' severance pay. Ongoing employees with less than 2 years of completed service will receive severance in line with legislative requirements. By electing severance pay, an employee severs their relationship with the University, thereby forfeiting seniority and eligibility for recall. Severance pay will be paid to the employee within forty-eight (48) hours of the last shift worked.

(f) Recall

An employee with five or less years of seniority who opts for recall shall be eligible for recall for a period of one year following expiry of the notice period. Recall rights are extended by one (1) month for each completed year of service over five (5) to a maximum of twenty-four (24) months.

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

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

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

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

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

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

(g) Employer Commitments

It is agreed that the institution will make every reasonable attempt to minimize the impact of funding shortfalls and reduction on the work force. Subject to budgetary constraints and the amount of funding available for labour adjustment costs; fairness, flexibility and employee choice will prevail in the implementation of labour force adjustment strategies as approved by the institution. It is incumbent upon the institution to communicate effectively with its employees and the Union as soon as the impact of any funding reduction or shortfall or profile change has been assessed.

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

(h) Menu of Labour Adjustment Strategies

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

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

(i) Layoffs May Occur

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

(j) No Stacking of Entitlements

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

ARTICLE 11: FILLING OF VACANT POSITIONS

(a) Job Postings

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

Where part-time employees' hours increase, to above 28 hours per week, the position will be posted.

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

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

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

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

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

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

1. The position is not that of an ongoing employee on leave.

2. The auxiliary position has been in existence for two (2) years (24 months) either filled or vacant.

3. The auxiliary position has provided a total of sixteen (16) months of employment during the twenty-four (24) month period at a minimum of sixteen (16) hours per week or greater.

4. At the time of conversion, the job must be in existence (either filled or vacant).

5. If the auxiliary position is declared redundant, it will not reappear for twenty-four (24) months.

(b) Method of Making Appointments

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

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

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

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

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

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

(c) Trial Period

Any internal employee newly appointed to a continuing position within the bargaining unit shall work a three (3) month trial period. No later than ten (10) working days prior to the end of the trial period, the employee's supervisor will prepare a written performance evaluation which will state whether the employee has met the performance criteria necessary for the position. The supervisor shall at this time discuss the evaluation with the employee and provide the employee with a copy of the evaluation. The successful applicant shall receive the rate for the new position from the date they fill the new position or fifteen (15) work days from the date of their appointment, whichever first occurs. Where a Term position is extended with the same incumbent, the incumbent shall not be subject to a new trial period.

(d) Result of Trial Period

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

1. Employees who were previously ongoing shall return to their previous positions.

2. Employees who were previously on the recall list shall return to the recall list where they left off.

3. Auxiliary employees will return to the auxiliary list.

4. After interviewing, the next senior qualified internal employee who applied for the original posting will be offered the position.

(e) Temporary Vacancies

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

Effective February 1, 2020, preference will be given to employees who can demonstrate that the temporary assignment supports career progression or skill development plan as outlined in their annual performance planning and development.

If there are two or more applicants (as above) Article 11(b) will apply.

For vacancies of four (4) months to one (1) year, one (1) ongoing employee will be entitled to fill the vacancy and return to their own ongoing position.

For vacancies of over one (1) year and up to two (2) years, two (2) ongoing employees will be entitled to fill the vacancies and return to their own ongoing positions.

Vacancies beyond those outlined above, in terms of length of time and numbers of employees, will be posted with the provision that employees applying for such vacancy will not have the right to return to their former ongoing position.

CUPE employees actively filling a temporary vacancy shall not be awarded another overlapping temporary vacancy without the approval of the Associate Vice-President, People & Culture or their designate.

ARTICLE 12: DISPUTE RESOLUTION

(a) Grievance Defined

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

1. In order to provide an orderly procedure for the settling of grievances, the Employer recognizes a Grievance Committee whose duties shall be to process any grievances in accordance with the Grievance Procedure.

2. In order that the work of the Employer shall not be unreasonably interrupted, the Shop Steward or member of the Grievance Committee shall not leave their work without obtaining permission of their supervisor, which permission shall be given within an hour.

3. The Grievance Committee shall consider the complaints of employees which remain unresolved, as well as disputes involving a question of the general application and interpretation of this Agreement, and shall determine whether a grievance is to be filed.

(b) Settling Grievances

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

Step 1

The Grievor and the Union will within fifteen (15) days of the employee reasonably becoming aware of the grievable incident meet with the immediate supervisor in an attempt to resolve the grievance. A meeting will take place within five (5) working days of the head of the division or their designate receiving the notice and a decision in writing will be rendered by the head of the division within a further five (5) working days.

Step 2

Failing a satisfactory settlement being reached at Step 1, the Union may submit the written grievance to the Associate Vice President People and Culture or their designate. A meeting will take place within five (5) working days of the written grievance being submitted. A decision will be rendered in writing by the Associate Vice President People and Culture or their designate within a further five (5) working days

Step 3

Failing a satisfactory settlement being reached at Step 2, the Union may refer the dispute to Arbitration within 30 days.

(c) Policy Grievance

When a dispute involving a question of general application or interpretation occurs, or when a group of employees as indicated by the Union or the Employer has a grievance, Step 1 of this Article may be bypassed with mutual agreement between the Parties.

(d) Time Limits

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

ARTICLE 13: ARBITRATION

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

(b) Composition of Board of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made in writing addressed to the other party of this Agreement. Each party shall notify the other party of name and address of its appointee to the Arbitration Board. Both parties may agree on a single Arbitrator. If two appointments are

made, the Appointees shall jointly agree on a third member, who shall be Chairperson. Failing agreement on a Chairperson, the appointment shall be referred to the Labour Relations Board.

(c) Board Procedure

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

(d) Decisions of the Board

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

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

(e) Expenses of the Board

Each party shall pay:

1. The fees and expenses of the arbitrator it appoints.

2. One-half the fees and expenses of the Chairperson.

3. The cost of its respective witnesses except, the Employer agrees to pay lost wages to the grievor and one witness, or, in the case of a policy grievance, two witnesses.

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

(g) Witnesses

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

ARTICLE 14: DISCIPLINARY ACTION, SUSPENSION OR TERMINATION FOR CAUSE

(a) The Employer may discipline an employee for just and reasonable cause. Disciplinary action may take the form of:

1. the writing of a letter of reprimand.
2. suspension from work for a period without pay.
3. termination of employment without notice or severance pay.

(b) Notice of disciplinary action shall be provided by the Employer to the employee and to the Union President within five (5) working days of the incident being brought to the attention of the Employer. In discussions between the Employer and employee concerning disciplinary action or when an employee believes the discussion could lead to disciplinary action, the Employer shall notify the employee of their right to have a Union Shop Steward present.

(c) Written notice of disciplinary action shall be placed in an employee's personnel file. An employee has the right to examine their personnel file, and to possess a copy of all material therein. A Union designate may also examine an employee's personnel file if authorized in writing by the employee.

(d) Disciplinary action considered by the Union to be inappropriate may be grieved under Article 12.

(e) Formal disciplinary notices shall be removed from an employee's personnel file after eighteen (18) months, provided there has been no subsequent formal discipline.

ARTICLE 15: HOURS OF WORK

(a) Hours

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

(b) Working Schedule

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

(c) Minimum Hours

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

(d) Break Periods

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

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

Employees working a shift of less than 5.5 hours shall be permitted one fifteen (15) minute rest period. Those employees who work more than five (5) hours are entitled to an unpaid meal break of at least one-half (1/2) hour.

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

(e) Change in Hours of Work

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

(f) Compressed Work Week

The parties agree that, where operationally feasible, and by mutual agreement of the employees and their supervisor, the employees in a department may work a

compressed work week. Employees may choose to continue working their regular posted hours.

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

Generally:

1. Employees will work an additional thirty (30) minutes per day for each of the fourteen (14) days in a three (3) week period. The fifteenth (15^{th}) day in the three (3) week period will be a day of rest and will be referred to as compressed time off or CTO.

2. There will be no overtime incurred in increasing the normal work day by thirty (30) minutes per day. Any additional time over the thirty (30) minutes per day will be as regular overtime.

3. By mutual agreement of the employee and the supervisor, the thirty (30) minutes per day may be made up by any or all of the following: starting before the regular hours of work; working longer than the regular hours of work; working a shorter lunch hour.

4. There will be no change in the calculation of any accruals; e.g., sick leave, vacation leave.

5. The CTO day shall normally be on a Monday or Friday within the three week period. Other days may be mutually agreed as a CTO day.

6. Employees who use sick leave, vacation or banked time during a three week period, may still take their scheduled CTO and make up the missed CTO hours from either the applicable sick, vacation or overtime banks.

7. For all Statutory Holidays and Winter Break, employees can work to make up additional CTO time, beyond ½ hour per day.

8. Every reasonable effort will be made to take the CTO on the mutually agreed CTO day. However, from time to time, for operational reasons, or by employee request, and as mutually agreed, the CTO may be taken on other than the normally assigned day; or taken in the next two (2) week period.

9. Departments may set “blackout periods” during which time CTO days will be suspended. CTO will resume after the “blackout period” is over.

10. The parties agree that where the compressed work week is implemented, in each

case, it will be on a one-year trial basis, at which time the program will either be confirmed or cancelled.

11. The parties agree that the implementation of a compressed work week will not result in additional costs to the University and will not result in a diminution of services.

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

(g) Flextime

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

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

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

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

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

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

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

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

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

(h) Flexible Scheduling Requests

An Employee may request a change to their hours of work, which request may include a

change to the number of hours worked per day or week and/or when those hours are worked. The approval or denial of such requests are subject to operational requirements, at the sole discretion of management. If the Employee's request is granted, or some other arrangement is made as agreed between the Employee and Supervisor, the terms of such change must be in writing and shall be for a fixed period, renewable upon mutual agreement. Upon request, a copy of the written arrangement shall be provided to the Union.

ARTICLE 16: OVERTIME

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

(a) Overtime Defined

1. All time worked beyond seven (7) hours daily.

2. All time worked beyond thirty-five (35) hours per week.

3. All time worked on a rest day.

4. All time worked on a General Holiday (Article 18.a) in addition to an employee's regular general Holiday pay.

5. In the event that an employee is called in to work during their vacation period, they will receive double time for hours worked plus an additional vacation day.

(b) Overtime During Layoffs

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

(c) Minimum Call-Back Time

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

(d) Calculation of Overtime

1. Overtime shall be calculated at double the standard rate of pay.

2. Overtime earned will be taken in pay, or in time in lieu of pay by mutual agreement with the immediate supervisor.

3. Time in lieu must be taken within six (6) months at a mutually agreed time or a cash payment shall be made.

(e) Paid Meal Break

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

ARTICLE 17: DIFFERENTIAL PAY AND ALLOWANCES

(a) Shift Differential

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

October 1/92

Afternoon shift	1.50
Night shift	2.00

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

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

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

(b) Weekend Differential

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

(c) Workplace Flexibility

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

1. Effective May 15, 2000, new positions created and vacant positions may include Saturday and/or Sunday as a regular workday. Postings for these positions shall state the consecutive days of work.

2. No regular employee hired prior to May 15, 2000, shall be required to work Saturday or Sunday as a regular workday, unless the employee is currently scheduled to work Saturday or Sunday;

3. A premium of one additional hour of pay per shift shall apply to all regularly scheduled work on Saturday and Sunday.

4. No employee shall be laid off or have their hours of work reduced as a result of this Article.

(d) First-Aid Attendant

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

$120.00 per month

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

ARTICLE 18: HOLIDAYS

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

New Year's Day	Labour Day
Family Day	Day for Truth and Reconciliation
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
BC Day	

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

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

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

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

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

ARTICLE 19: VACATIONS

(a) Definition of Vacation Year

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

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

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

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

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

3. In the vacation year in which occurs the:

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

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

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

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

(c) Holidays During Vacation

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

(d) Illness During Vacation

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

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

(f) Vacation Schedule

The Employer shall post on all department bulletin boards, no later than December 30th of each year, a vacation schedule. The schedule shall show each employee's name, along with their vacation entitlement for the forthcoming vacation year and space for the employee to indicate, on or before February 15th, the vacation dates preferred by the employee. The Employer shall, between the 15th and 28th of February either confirm the dates suggested by each employee or discuss alternate dates with them. Should the Employer fail to confirm the dates preferred by the employee, or fail to discuss alternate dates, the suggested dates shall be deemed to be confirmed. In any case, all vacation arrangements shall be finalized on or before March 15th, unless otherwise mutually agreed. Employees who apply for vacations after February 15th will have an answer to their request within one week of the application being made.

Vacation blackout periods shall normally not exceed six (6) consecutive weeks unless service levels may be impacted. Where vacation blackouts in excess of six (6) weeks are implemented, a written rationale shall be provided to the Union, which may form the subject of a grievance.

(g) Vacations

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

(h) Vacation Pay

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

ARTICLE 20: SICK LEAVE PROVISIONS

(a) Sick Leave Defined

Sick leave means the period of time an employee is absent from work with full pay owing to physical or mental health.

(b) Amount of Sick Leave

Newly hired ongoing employees will qualify for a sick time allotment equaling one and one-half (1.5) days of sick leave per month in advance, prorated to June 1st and a further eighteen (18) days on June 1st thereafter.

Auxiliary and Term employees will accrue time at a rate of one and one-half (1.5) days of sick leave per month in conjunction with their hours worked.

Any Term employee appointed to a position after June 1st, who has need of additional sick leave, may make a written request to the Associate-Vice President People and Culture or their designate.

The amount requested may not exceed the total sick time that would have accrued up to June 1st at the time of the request. Upon approval, the prorated amount of sick time will be made available, and the Term employee will cease accruing sick time until June 1st.

In any one year an employee shall be entitled to an accrual of all unused sick leave to a maximum of one hundred twenty (120) working days accrual. A deduction shall be made from accumulated sick leave of all normal working days (exclusive of holidays) absent for sick leave as defined in (a) and Article 27 (Supplementation of WorkSafe BC).

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

(c) Family Illness

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

(d) Proof of Illness

An employee may be required to produce a certificate from a certified medical practitioner for any illness, certifying that the sick employee is unable to carry out their duties due to illness. Such certificate shall be submitted directly to People and Culture - Director, Total Rewards, Engagement and Well-Being to maintain privacy. The employee may be required to produce a certificate from a certified medical practitioner certifying that the relative is ill and requires attention. Such certificate shall be submitted directly to People and Culture - Director, Total Rewards, Engagement and Well-Being to maintain privacy.

(e) Sick Leave Without Pay

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

(f) Sick Leave Records

The Employer will keep records of sick leave. An employee will have electronic access to their sick leave balances.

(g) Accrued Sick Leave

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

ARTICLE 21: WORKPLACE ACCOMMODATIONS

Medical accommodations shall be considered when the employee is temporarily or permanently unable to return to their regular job duties as a consequence of an occupational or non-occupational disability or illness. The employee must provide the Employer with suitable medical information which establishes the existence of a disability and supports the requirement for accommodation. All medical information received by the Employer will be

treated as confidential.

Non-medical accommodations shall be considered where employment-related barriers are related to a protected ground under the *BC Human Rights Code*. An employee who wishes to be considered for a non-medical accommodation will be required to provide documentation and information to the Employer to support the accommodation request. The information required by the Employer will depend on the individual circumstances.

The Employer, the Union and the employee have unique responsibilities and an obligation to work together to determine reasonable accommodations. The Employer agrees to make every reasonable effort, short of undue hardship, to provide suitable modified or alternate employment. In such circumstances, the Employer and the Union may agree to waive certain provisions in this Agreement.

TRU recognizes the serious impact domestic and sexualized violence can have on a staff's personal and professional life. Staff who face situations of domestic or sexualized violence are encouraged to contact People and Culture to access services and supports, which may include TRU's Sexualized Violence Prevention and Response resources, Employee Assistance Program resources, or leaves of absence.

ARTICLE 22: LEAVE OF ABSENCE

(a) For Union Business

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

(b) Leave of Absence for University Committees

An employee whose assigned work schedule would prevent them from attending meetings of a University committee to which they have been elected or appointed, will be granted a leave of absence from their regular duties without loss of pay or other entitlements to attend such meetings.

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

(c) Bona Fide Union Functions

Leave of absence without pay and without loss of seniority shall be granted, upon

request to the Associate Vice-President, People and Culture or their designate, to employees elected or appointed to represent the Union at bona fide Union functions. Such time shall not normally exceed a total of twenty-one (21) working days per employee in any one year. Two (2) weeks' notice of such leave shall be given to the Employer; however, notice of less than two (2) weeks will be given every consideration.

The Union will be billed for the replacement wage and benefits costs, except where the Union has provided at least two weeks' notice and no actual replacement occurs.

(d) Bereavement Leave

An employee shall be granted five (5) regularly scheduled consecutive work days leave without loss of salary in the case of the death of a parent, wife, husband, common-law spouse, brother, sister, child (including in cases of miscarriage), grandparent, mother-in-law, father-in-law or foster and step-children. Reasonable leave of absence shall be granted for travel and estate affairs. Such additional leave may be granted, on approval of the Associate Vice-President, People and Culture or their designate.

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

(e) Compassionate Leave

Upon written application to the Associate Vice President, People and Culture, an employee will be granted a compassionate leave of absence without loss of pay or benefits for up to 5 days to care for a gravely ill family member. In order to be eligible for this leave, the employee may be required to provide a medical certificate as proof that the ill family member needs care or support.

(f) Jury and Court Duty

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

(g) Leave for Union Officers and Public Service

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

(h) General Leave

An employee may apply to the Associate Vice-President, People and Culture or their designate for a leave of absence for any purpose. Such leave shall be without pay and without loss of previously-earned seniority, and shall be for a maximum of one (1) year. Where an application for general leave is denied, the applicant shall be provided with a written explanation for denial of the leave. Two (2) months prior to the expiry of the leave period, the employee shall provide the Associate Vice-President, People and Culture or their designate, via the appropriate supervisor, with written notice of intent to return to their position upon the agreed-to date.

(i) Maternity/Parental Leave (which includes adoption leave)

Maternity/Parental Leave will be granted on written application to the Associate Vice-President, People and Culture or their designate via the appropriate supervisor.

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

An employee applying for adoption leave shall furnish proof of legal adoption of a child. The duration of the leave shall not exceed statutory maximums.

Maternity/Parental Leave shall be without pay and without loss of previously earned seniority, subject to i.1) below.

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

The employee shall provide to the Associate Vice-President, People and Culture or their designate, via the appropriate supervisor, one (1) month's written notice of the following:

1. date of return to work, or

2. request to extend previously approved parental leave to a maximum of eighteen (18) months in total,

3. or, intention to resign.

(i) 1 Top-up for Parental Leave (which includes adoption leave)

With effect for maternity/parental leaves, commencing on or after April 1, 2023: ongoing employees having at least one year of service shall be entitled to 17 weeks of 95% salary top-up. Top-up is the difference between Employment Insurance premiums and salary, calculated based on a standard, not extended, parental

leave. An employee is expected to return to TRU at the conclusion of the leave for a period equal to the leave granted. If the employee resigns within the time requirement, the employee shall refund, on a pro rata basis, the top-up provided.

(j) Short-Term Assisted Leave

1. Short-term assisted leave may be granted to an employee for the purpose of improvement of professional skills, and may include attendance at courses, conferences, workshops and meetings.

2. An employee shall not normally be eligible for short-term assisted leave until they have accrued seniority equivalent to three (3) years of full-time service.

3. Short-term assisted leave shall be for four (4) months or less.

4. Employees shall apply for short-term assisted leave in writing to the Associate Vice-President, People and Culture or their designate via the appropriate supervisor.

5. With the approval of the Associate Vice-President, People and Culture or their designate, the employee shall be compensated for expenses incurred during the leave.

6. Any assisted leave of a week or less shall be at full salary.

(k) Exchange

1. An employee shall not normally be eligible for an exchange program until they have accrued seniority equivalent to five (5) years of full-time service.

2. The exchange program shall normally be for a maximum of one (1) year.

3. Normally, the exchangee's salary and benefits shall be paid by TRU while they are on the program. Their replacement's salary and benefits shall be paid by the replacement's institution. Normally, the exchangee's benefits shall be maintained while on the exchange program, on the same cost-sharing basis as prior to their involvement in the program. If, however, these arrangements lead to difficulties, arrangements mutually agreeable to the participants and acceptable to the Associate Vice-President, People and Culture or their designate shall be made.

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

4. The exchangee is expected to return to the University for a period equal to that of the exchange.

5. The qualifications and suitability of the replacement must be satisfactory to the Associate Vice-President, People and Culture or their designate.

6. Applications for exchange must be submitted by the employee via the appropriate supervisor, to the Associate Vice-President, People and Culture or their designate, who shall approve the exchange provided the above conditions are met.

(l) Return From Leave

Employees who undertake leaves subject to Clauses 22 (h) General Leave and 22 (i) Maternity/Parental Leave, or 22 (k) Exchange, shall confirm to the Associate Vice-President, People and Culture or their designate in writing their intent to return to work at the expiry of the approved leave period. This notification shall be made at least one (1) month prior to the expiry of the leave period. Failure to comply shall constitute notice of resignation, effective with expiry of the leave. Employees may return earlier if mutually agreeable.

(m) Deferred Salary Leave Plan

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

(n) Employer Paid Union Leave

The Union President or alternate designated by the Union shall be granted twenty-five per cent (25%) Employer-paid time release. The Union shall be responsible for paying the remaining seventy-five per cent (75%) of the release time. Such time shall be used to facilitate the operation of the Collective Agreement and Employee-Employer relationships. This provision is in addition to any other Employer paid release time in the Collective Agreement. Where such leave is granted, the Employer will replace the employee as necessary. The cost of this provision will be borne by the institution as a general operating expense.

(o) Cultural Leave for Indigenous Employees

(a) An Indigenous employee may request up to two (2) days' leave with pay per calendar year to observe or participate in traditional Indigenous activities that connect these employees to their culture and language. Approval will not be unreasonably withheld.

(b) The employee will provide the Employer with the dates of the days for which leave will be requested. Wherever possible, the employee will provide a minimum of two weeks' notice for leave under this provision.

ARTICLE 23: PAYMENT OF WAGES

(a) Pay Days

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

(b) Pay During Ongoing and Temporary Transfers

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

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

ARTICLE 24: JOB EVALUATION

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

(a) Job Descriptions

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

(b) Job Evaluation Committee

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

- three (3) representatives from the Employer (appointed by the Associate Vice-President, People and Culture or their designate)

- three (3) representatives from the Local (appointed by election)

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

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

(c) Re-Classified Positions

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

ARTICLE 25: PERFORMANCE EVALUATION

(a) The parties recognize the Employer's right to evaluate employee performance and also agree that an employee has the right to grieve in the event they do not agree with an evaluation. An employee who receives a less-than-satisfactory evaluation will also be provided a plan for remediation. The evaluation shall be discussed with the employee, who shall receive a copy of it.

(b) Performance evaluations for auxiliary employees during the 560 hours probation period will be conducted on assignments of one week duration or longer. Beyond 560 hours, the auxiliary employee shall be evaluated pursuant to paragraph (a) above.

ARTICLE 26: EMPLOYEE TRAINING

(a) When new, enhanced or changed work processes are introduced into an employee's job the Employer shall identify and provide the learning opportunities, support and/or training required to perform the job duties.

(b) The Employer will discuss the employee development needs with the affected employees.

(c) Employees shall suffer no loss of pay, excluding overtime, to participate in this training.

ARTICLE 27: SUPPLEMENTATION OF WORKSAFE BC

(a) An employee prevented from performing their regular work with the Employer, on account of an occupational accident or disease that is recognized by the WorkSafe BC Board as compensable within the meaning of the *Compensation Act*, shall have deductions of that portion of the day not paid by the WorkSafe BC Board made from their sick leave entitlement for each day the employee is entitled to WorkSafe BC, provided the employee has the requisite number of sick leave days left to their credit, provided further, that this section shall only apply to those employees who have completed 560 hours of service. Vacation accrued while being on a WorkSafe claim, in excess of one (1) years' vacation entitlement, will be paid out on the Employee's return to work.

(b) The Employer shall receive the WorkSafe BC cheque and shall pay the employee their regular rate. In the event an employee has not sufficient sick leave entitlement, the employee shall receive the WorkSafe BC cheque.

ARTICLE 28: TECHNOLOGICAL CHANGE

No ongoing employee shall be dismissed by the Employer because of mechanization or technological change. An employee who may be displaced from their job by virtue of technological change or improvements will be given the first opportunity to upgrade their qualifications. The Employer agrees to notify the Union as far in advance as possible of its intention to introduce a technological change. The Parties also agree to make "technological change" a standing item for the CUPE Labour Management Committee.

The Employer also agrees to engage the Union in meaningful discussion regarding training, bumping, and appropriate time frames. Should the parties be unable to mutually agree, the matter will be referred directly to arbitration. An employee who does not wish to avail themself of the opportunity will suffer no reduction in normal earnings for a three (3) month period following any such change and will be given the opportunity to fill other positions according to seniority and qualifications.

ARTICLE 29: SAFETY

(a) The Union and the Employer shall cooperate in continuing and perfecting the safety measures now in effect. This Committee will function in accordance with the

WorkSafe BC Regulations.

(b) A Joint Occupational Health and Safety Committee shall be established and shall include two (2) representatives of the Union.

(c) The Safety Committee shall hold meetings on a monthly basis and all unsafe or dangerous conditions shall be taken up and dealt with at such meetings.

(d) Minutes of all Safety Committee meetings shall be kept and copies of such minutes shall be put on the TRU website, and posted on designated bulletin boards, by a designated person in each area.

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

Any employee provided with personal protective equipment and/or clothing shall ensure that they regularly use these devices in the performance of their duties for their protection, as required by the *WorkSafe BC Act* and/or Regulations, or as required by the Employer. Any employee required by the *WorkSafe BC Act* and/or Regulations, or as required by the Employer to wear safety footwear, shall be reimbursed $250.00 in every twelve (12) month period, for CSA approved footwear and/or footwear that is fully enclosed, non-porous, and equipped with a chemical-resistant sole.

ARTICLE 30: BENEFITS

(a) Extended Health Benefit Plan

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

1. Total lifetime coverage will be unlimited.
2. Hearing aid benefit claims will be to a maximum of $1,500 every five (5) years.
3. The Employer will provide vision care (prescription glasses/contacts/laser eye surgery) to a maximum of $800 every two (2) years.
4. The plan will include Emergency Travel Assistance. The plan will include Medical Travel Referral.

(b) Dental Plan

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

April 1, 2028, the coverage under Plan “B” shall be 100%.

Plan "A" includes dental recall exams (polishing, application of fluoride and recall) once every six (6) months except dependent children (up to age 19) and those with dental problems as approved by the Plan.

Orthodontics

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

Orthodontics benefit claims will be $3,000 lifetime maximum. Effective April 1, 2028, orthodontics benefits claims will be $5,000 lifetime maximum.

(c) Pension Plan

Employees shall participate in the existing pension plan in accordance with the terms and regulations of the plan and in any future plan that may be entered into by mutual agreement of the parties hereto. Enrolment in the Municipal Pension Plan shall be as set out in the Municipal Pension Plan Rules.

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

(d) Weekly Indemnity (Short Term Disability) Insurance

Weekly Indemnity Insurance will provide a benefit of two thirds (66 2/3%) of salary for a period of thirteen (13) weeks following a thirty (30) calendar day waiting period. The Employer shall pay 100% of benefit premiums during the waiting period and short term disability period.

Following the thirty (30) calendar day waiting period, the employee may continue to utilize either the accrued sick bank or receive Short Term Disability benefits upon the adjudication and establishment of a short term disability claim by the benefits carrier.

An annual report on the adjudication statistics; which will include the number of adjudications, type, and outcome (approved/denied), will be forwarded to the Union for review.

In the event that medical information is required by the Employer, carrier (or independent third party), the cost of all medical reports or assessments shall be borne by the Employer.

(e) Long Term Disability

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

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

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

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

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

(f) Group Life Insurance, Accidental Death and Dismemberment

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

(g) Employee Assistance Program

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

(h) Relocation Allowance

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

(i) Employment Insurance

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

(j) Benefits for Ongoing Part-Time Employees

Ongoing part-time employees with regular appointments of at least 17.5 hours per week (35 hours bi-weekly) and less than thirty-five (35) hours per week will be entitled to group life insurance, extended health, dental and medical benefits. Ongoing part-time employees will pay a portion of the Employer's contribution to the relevant premium, in inverse proportion to the percentage of time worked.

Ongoing part-time employees with regular appointments of less than 17.5 hours per week (35 hours bi-weekly) will be provided with 6% in lieu of benefits, payable on each bi-weekly pay.

(k) Benefits for Ongoing Employees (Specified Term) Who Work Less than 12 Months

Ongoing specified term employees with regular appointments of at least 17.5 hours per week (35 hours bi-weekly) and less than thirty-five (35) hours per week during their working period will be entitled to group life insurance, extended health, dental and medical benefits. Ongoing part-time specified term employees will pay a portion of the Employer's contribution to the relevant premium, in inverse proportion to the percentage of time worked during their working period.

Full-time (35 hours per week) specified term employees will be entitled to full benefits, without the cost sharing described above.

Employees may choose to waive or continue all eligible benefits during their non-working period. If an employee chooses to continue coverage for these benefits during their non-working period, they will be responsible for 100% of premiums.

Ongoing part-time specified term employees with regular appointments of less than 17.5 hours per week (35 hours bi-weekly) will be provided with 6% in lieu of benefits, payable on each bi-weekly pay.

(l) No Change of Coverage

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

(m) Special Clothing

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

and clean such clothing.

(n) Probationary Employees

Probationary employees hired into a continuing position (full-time, part-time and specified term) if entitled to the benefit, shall receive extended health, dental and medical benefits on the first of the month following their date of hire into that position. Any other benefits the employee is entitled to will be provided after the employee achieves 560 hours of employment.

ARTICLE 31: GENERAL CONDITIONS

(a) Proper Facilities

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

(b) Late Night Transportation

An employee required to work other than their normal work hours and who must travel to or from home between 10:00 PM and 6:00 AM shall be reimbursed for the cost of a taxi.

(c) Bulletin Boards

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

(d) Strike at an Employer's Premises

In the event that any employee becomes engaged in a strike and maintains pickets at the Employer's premises, then any refusal to work or failure to cross such a picket line by employee members of this Local shall not be considered a violation of this Agreement, nor constitute sufficient grounds for dismissal. However, services essential to safeguarding buildings and property will be maintained.

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

ARTICLE 32: SUBCONTRACTING

(a) No ongoing employee shall lose their employment because of subcontracting engaged in by the Employer.

(b) In addition to, and without limiting any other provision in the Collective Agreement, the Employer will not contract out any work presently performed by the employees covered by this Collective Agreement which would result in the layoff of such employees, including a reduction in assigned workload.

(c) The Employer agrees to provide, upon request of the Union, copies of all purchase service agreements to the Local President and to discuss the contracts that are of concern to the Union. The parties recognize the obligations of the Employer under Freedom of Information and Protection of Privacy legislation and agree to maintain confidentiality of all private information in these contracts.

ARTICLE 33: EDUCATION AND PROFESSIONAL DEVELOPMENT

(a) Attendance at Courses Required by the Employer

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

(b) Attendance at Courses requested by Employee

Employees attending courses or conferences that have been requested by the employee that requires travel or attendance at a course at times other than the regular work day will be reimbursed for travel and living expenses as agreed by the supervisor prior to departure. Employees will not receive lieu time for travel and course attendance.

(c) Travel and Work on Behalf of the Employer

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

1. days off rescheduled as per Collective Agreement
2. paid overtime as per Collective Agreement
3. compensatory time off to be taken within six (6) months of banking

In items (a), (b) and (c) above, employees are paid normal rate of pay and benefits during their normal workday. Expenses will be as per TRU policy, except as modified in (b) above.

(d) Educational Course Subsidies

1. The University is prepared to pay tuition fees, within the limits of available professional development funding, in order to assist employees in their professional and career development.

2. To apply for funding, the employee must submit a course request to their supervisor prior to registration. If the Supervisor believes the course to be job or career related, the request will be forwarded to the Dean/Director for consideration.

3. The Dean/Director will either approve or reject the request in writing.

(e) Tuition Waiver

1. To encourage the professional development and career goals of its support staff and immediate family members, TRU will support tuition fee waiver of its credit based courses, when extra seats are available in the course. The parties recognize that in all cases and without exception fee-paying students will be given first priority.

2. For the purposes of this clause immediate family includes a spouse and dependent(s) twenty-five (25) years of age or under.

3. This provision does not apply to tuition for continuing education, cost recovery courses, graduate courses or courses in the Open Learning division. However, where a course, available only through Open Learning, is a prerequisite for an on-campus credit-based program, tuition fee waiver shall apply.

ARTICLE 34: PROFESSIONAL DEVELOPMENT DAY

Where the Employer provides for professional development day, the Union will be consulted regarding the subject of the professional development.

ARTICLE 35: COPYRIGHT INFRINGEMENT

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

ARTICLE 36: INDEMNIFICATION

The Employer recognizes that it has an obligation to its employees to indemnify them from damages and costs incurred by them as a result of actions or prosecutions brought against

employees acting in the ordinary course of their duties. This clause does not apply to an employee who is negligent in their duties.

ARTICLE 37: DEFINITIONS

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

Employer:
The Thompson Rivers University Board

Bargaining Unit, or Local:
All employees covered by the certification of the Canadian Union of Public Employees, Local 4879, The Thompson Rivers University

Union:
Canadian Union of Public Employees, Local 4879

Notice:
Notification in writing, beginning from the time at which the notice is delivered to the recipient

ARTICLE 38: TERM OF AGREEMENT

Articles 1 through 38 of this Agreement, together with Letters of Agreement/Understanding A through U shall be in force and effect from and after the first day of April 1, 2025, and up to and including March 31, 2029, unless changed by mutual consent of both parties.

Following March 31, 2029, this Agreement shall be in force and effect from year to year, unless either party gives notice to commence collective bargaining in accordance with the Labour Relations Code of British Columbia.

IN WITNESS WHEREOF the Parties hereto by their authorized representatives, have affixed their signatures hereto on this 16th day of June, 2026.

On behalf of the University:

Shayne Olsen
AVP People & Culture

Matthew Norton
AVP Digital Strategies & CIO

Natalie McNichol
People & Culture Consultant

Katharine Caldwell
Manager, Accounting Payroll

Lukas Riley
Lead Negotiator

On behalf of the Union:

Lois Rugg
President

Cindy Ozou
1st Vice-President & Negotiation Chair

Kayla Sanford
2nd Vice-President

Devon De Vries
Recording Secretary

Jacqueline Enders
Treasurer

Vivian Oosthoek
Bargaining Committee Member

MONETARY AGREEMENT

The April 1, 2025 to March 31, 2029 revised grid will be adjusted as follows:

Date	Wage Increase
April 1, 2025	3%
April 1, 2026	3%
April 1, 2027	3%
April 1, 2028	3%

100% Rates

	April 1, 2025	April 1, 2026	April 1, 2027	April 1, 2028
Pay Band 1	27.22	28.04	28.88	29.75
Pay Band 2	28.10	28.94	29.81	30.70
Pay Band 3	28.98	29.85	30.75	31.67
Pay Band 4	29.85	30.75	31.67	32.62
Pay Band 5	30.98	31.91	32.87	33.86
Pay Band 6	31.93	32.89	33.88	34.90
Pay Band 7	33.42	34.42	35.45	36.51
Pay Band 8	35.11	36.16	37.24	38.36
Pay Band 9	36.76	37.86	39.00	40.17
Pay Band 10	39.50	40.69	41.91	43.17
Pay Band 11	42.10	43.36	44.66	46.00
Pay Band 12	44.81	46.15	47.53	48.96
Pay Band 13	49.81	51.30	52.84	54.43

90% Rates

	April 1, 2025	April 1, 2026	April 1, 2027	April 1, 2028
Pay Band 1	24.50	25.24	25.99	26.78
Pay Band 2	25.29	26.05	26.83	27.63
Pay Band 3	26.08	26.87	27.68	28.50
Pay Band 4	26.87	27.68	28.50	29.36
Pay Band 5	27.88	28.72	29.58	30.47
Pay Band 6	28.74	29.60	30.49	31.41
Pay Band 7	30.08	30.98	31.91	32.86
Pay Band 8	31.60	32.54	33.52	34.52
Pay Band 9	33.08	34.07	35.10	36.15
Pay Band 10	35.55	36.62	37.72	38.85
Pay Band 11	37.89	39.02	40.19	41.40
Pay Band 12	40.33	41.54	42.78	44.06
Pay Band 13	44.83	46.17	47.56	48.99

Student Rate: The Student rate of pay will be the minimum wage of the Province unless otherwise agreed to by the parties.

Probationary Rate: Auxiliary employee probationary rate is 90%.

SUPPORT STAFF SALARY SCHEDULE – Accurate as of the date of Ratification

POSITIONS BY PAY BANDS & RATES OF PAY

PAY BAND 1 - POSITION TITLE
Model
Model (Draped)
Model (Undraped)
PAY BAND 2 - POSITION TITLE
Kitchen Aide, Culinary Arts
PAY BAND 3 - POSITION TITLE
Aerobics Instructor
Bookstore Receiving Helper
Culinary Assistant
Entry Level Clerk/Receptionist
Filing Clerk
Food Preparation (Production) Assistant
Research Assistant IV
PAY BAND 4 - POSITION TITLE
Adventure Studies Driver
Bookstore Coordinator (WL)
Campus Store Clerk
Mailperson
Project Assistant, IT
Research Assistant II
Research Assistant III
Server
Student Recruitment Assistant, Science
Sustainability Utility Person
Utility Person
Warehouse Shipping/Receiver Helper

PAY BAND 5 - POSITION TITLE
Bindery Person
Bookstore Assistant
Divisional Secretary II
Enrolment Services Receptionist/Secretary
Equipment Bay Attendant
Event Assistant
Groundskeeper
Indigenous Divisional Assistant
Maintenance/Carpenter Assistant
Print Services Clerk
Receptionist, EDSW
Service Coordinator, Culinary Arts
Trades & Technology Office Assistant
Transnational Education Assistant
Tutor I - Aboriginal Pathways to Health Careers Cert
Tutor I - Pathways to Dogwood Program (UPREP)
University Relations Clerk
PAY BAND 6 - POSITION TITLE
Accommodations Assistant
Advancement Database Assistant
Advancement Office Assistant
Advancement Office Coordinator
Alumni Chapter Liaison
Applied Sustainable Ranching Student Coordinator
Assessment Centre Clerk
Assessment Centre Clerk, Williams Lake
Awards/ Adjudications Clerk
Awards Disbursements Officer
Bookstore Receiving/Distribution Clerk
Branding Secretary
Business Assistant
Campus Activity Centre Clerk
Campus Cashier
Career and Experiential Learning Events Assistant

Community Education Program Assistant
Counselling, Academic Supports and Assessment Support Specialist
Enrolment Assistant
Enrolment Services Representative, OL
Events and Marketing Assistant, EDSW
Events and Marketing Assistant, Arts
Events and Marketing Assistant, Advancement
Exams and Assessment Liaison (OL)
Facilities Services Clerk
Field Education Assistant
Financial Assistant
Library Client Service Associate, WL
Library Technician
OL Bookstore Buyer
Payroll Services Clerk
Program Assistant I, Education and Social Work
Program Assistant I, Faculty of Law
Program Assistant I, International Training Centre
Program Assistant I, SoBE
Program Assistant I, Study Abroad
Program Assistant II, Academic Access
Program Assistant II, Faculty of Arts
Program Assistant II, EDSW
Program Assistant II, Nursing
Program Assistant I, Open Learning
Program Assistant II, Science
Program Delivery Compensation Clerk
Purchasing/Facilities Clerk
Research Assistant I - Science
Research Assistant I
Research Assistant I (TRU Wildfire)
Scheduling Assistant
Storesperson
Student Experience Coordinator
Student Recruitment Assistant
Tutor I - Aboriginal Pathways to Health Careers Cert

PAY BAND 7 - POSITION TITLE
Aboriginal Education Financial Officer
Aboriginal Life Skills Coach
Accounting Clerk
Accounts Payable Clerk
Accounts Receivable Clerk
Administrative Assistant to TRU World
Administrative Assistant, Water and Wastewater Technology
Administrative Assistant, Williams Lake Campus
Administrative Logistics Assistant
Admissions Officer
Admissions/Records Assistant
Admissions/Records Associate (WL)
Advising & Administrative Support Assistant, Faculty of Arts
Applicant Services Officer
Assistant, Academic Processes and Quality Assurance
Assistant, Adventure Studies
Assistant, Dean's Office, Faculty of Education and Social Work
Assistant, Faculty of Arts
Associate Future Student Advisor
Athletics & Recreation Division Assistant
Awards Assistant
Biomedical Engineering Simulation Technician
Bookstores Sales & Marketing Associate
Building Systems Technologist
Campus Assistant - Williams Lake
Career Education Assistant
Clerk/Receptionist - (Facilities)
Coordinator, Information
Coordinator, International Recruitment, Partnerships & Events
Copyright Specialist II
Credential Coordinator
Curriculum Development Support Officer
Curriculum Support Associate
Delivery Support Officer
Distribution Officer

Donor Stewardship and Prospect Research Technician
E-Learning Assessment Support Technician
Editor I
Equity, Diversity, Inclusion & Anti-Racism Intern
Events and Marketing Support Specialist - CEL
Financial Officer
Floriculturist
Human Resources Assistant
Junior Advisor
Lab Technician - Respiratory Therapy
Learning Coordinator
Learning Management System (LMS) Student Support Associate
Learning Strategist, Indigenous Undergraduate Research
Marketing & Communications Coordinator, Sustainability Office
Medical Office Assistant
Medical Office & Education Lab Assistant
Mentorship and Leadership Coordinator
Nursing Lab Technician, Williams Lake
Office Coordinator, CELT
PLAR and SP Senior Office Coordinator
Pre-Press Operator
Print Services Assistant
Program Assistant I, Science
Program Assistant II, Animal Health Technology
Psychology Lab Technician
Purchaser
Purchasing Clerk
Records and Registration Officer
Research Coordinator, All My Relations
Resource Coordinator, OL
Research Coordinator, PLAR
Scheduling Officer
Secretary, Marketing & Communications
Simulation Technician
Software Analyst III
Student Services Assistant

Student and Faculty Support Coordinator, Faculty of Law
Student Recruitment Coordinator
Student Support Receptionist
Tool Room Technician
Tutor I - Williams Lake (First Nations)
Warehouse Clerk
Web Designer, OL
Wellness Support Specialist
Women in Trades Training Office Coordinator
Women in Trades Training Program Coordinator
PAY BAND 8 - POSITION TITLE
Accommodations Coordinator
Adjudication Coordinator, Office of the AVPR
Administrative Assistant, Advancement
Administrative Assistant, FACT
Administrative Assistant, Indigenous Matters
Administrative Assistant, Open Learning
Administrative Assistant to The Centre of Student Engagement and Learning Innovation
Administrative Assistant to the Office of Indigenous Education
Administrative Assistant to the SoBE
Administrative Assistant, School of Nursing
Administrative and Communications Assistant
Administrative Coordinator, International Marketing & Recruitment
Administrative Coordinator, TRU World
Admissions/Records Officer - Law
Admissions and Registration Officer
Advising Assistant, Central
Advising Assistant, TRU Gaglardi
Advisor and Engineering Accreditation Coordinator
Alumni Relations Coordinator
Apprenticeship Recruitment, Admissions/Records Officer
Assistant to the Dean, Dean's Office, Faculty of Science
Assistive Technology Specialist
Athletics Coordinator
Athletics Learning and Administrative Support Specialist

Chemistry Lab Technician
Communications Content Specialist
Computer Support Analyst
Coordinator, External Agreements
Coordinator Graduate Admissions and International Evaluations
Coordinator, International Marketing
Coordinator, International Marketing & Events
Coordinator, Office of EDI and Anti-Racism
Content Specialist
Copyright Specialist
Course Material Purchasing Coordinator
Ctseném7ew'sem (Guide)
Culinary Arts Coordinator
Curriculum Governance Officer
Data Management/ Records Coordinator, OL
Digital Content Specialist
Digital Media Producer
Digital Media Specialist
Digital Student Recruitment Coordinator
Divisional Assistant
E-Learning Support Technician
Engagement and Outreach Specialist
Engagement and Outreach Specialist, Online
Equity, Diversity and Inclusion Data and Planning Analyst
Exams Support Specialist, Accessibility Services
Experience Coordinator - Athletics and Peer Mentorship
Experience Coordinator, Online
Extension Services Coordinator
Field Education Advisor
Graduate Studies and Student Research Coordinator
Graphic Designer: Print & Web
Honours College and FSD Assistant
Indigenous Mentor and Communications Coordinator
Integrated Strategic Planning (ISP) Project Coordinator
Intermediate Accountant
International Admissions and Records Officer

International Project Development Analyst
IT Asset Administrator
IT Service Desk Analyst
Lab Support Technician
Lab Technician
Lab Technician - Journalism, Communication & New Media
Learning Strategist, Aboriginal Connections
Learning Strategist, Aboriginal Transitions
Learning Strategist, Academic Integrity
Learning Strategist, SON
Learning Strategist, Transitional Support
Learning Strategist, Williams Lake
Lifelong Learning & Engagement Coordinator
Marketing and Communications Coordinator, TRU Gaglardi
Marketing, Student Recruitment and Events Coordinator, WL
Materials Liaison and Resources Specialist
Media Analyst
Media Production Technician
PLAR Special Projects Coordinator
Print Services Senior Operator
Research Administrative Assistant
Research and Event Coordinator
Research Associate, IPE
Research Ethics and Compliance Coordinator
Rewards and Engagement Officer
Safety Officer
Science Graduate Coordinator
Senior Communications Strategist
Sign Language Interpreter
Software Analyst II
Stewardship Coordinator
Student Leadership Program Coordinator
Student Recruiter - Advisor, Faculty of Science
Student Systems Business Analyst
Student Systems Operations Specialist
Student Systems Support Specialist

Student Transitions Coordinator
Sustainable Energy and Transportation Specialist
Sustainability Programs and Support Coordinator
Transportation Demand Management Coordinator
Writer/Copywriter, Advancement
Writer/Photographer
Writing Centre Support Specialist
PAY BAND 9 - POSITION TITLE
Administrative Assistant, IPE
Advancement Events Coordinator
AI and Automation Analyst
Central Academic Advisor
Communications and Governance Coordinator
Community Education Project Officer, Trades & Technology
Coordinator of Applicant Services
Coordinator, International Agents Relations & Communications
Coordinator of University Scheduling Services
CRM Analyst
Curriculum Graphic Illustrator, Curriculum Development
Curriculum Multimedia Developer
Customer Relationship Management Specialist
Editor, Open Learning
Enrolment Services Officer
Ethics, Grants and Contracts Compliance Officer
Events and Marketing Assistant
Events and Marketing Assistant, SoBE
Events & Marketing Support Specialist, Faculty of Science
Experience Coordinator, First-Year Transitions
Financial Coordinator, TRU World
Future Student Advisor
Future Students Coordinator - Programs & Events
Future Students Coordinator - Systems & Communications
Grounds Supervisor
Human Resources Officer
Information Technology Analyst

Institutional Research & Planning Analyst
Instrumentation Technician
Intermediate Information Security Analyst
International Admissions Coordinator
International Homestay Coordinator
International Mobility Officer
Learning Facilitator - SoBE
Learning Strategist, Undergraduate Research and Public Engagement
Learning Technologist
Learning Technology Analyst
Marketing and Communications Coordinator, FSD
Media Analyst
Mobility Officer, International Student Exchange and Bilateral Partnerships
OL Program Administrator
Payroll Service Associate
People Systems Analyst
PLAR Advisor
Print Services Supervisor
Program Advisor, Auxiliary
Program Advisor, Enrolment Services
Program Advisor, FACT
Program Advisor, Faculty of Arts
Program Advisor, EDSW
Program Advisor, SoBE
Program Advisor, SON
Program Advisor - Science
Program Delivery Associate
Public Services Coordinator
Qelmúcw (Indigenous) Future Student Advisor
Research Communications Officer
Research and Communications Officer, SoBE
Retail Sales and Merchandise Coordinator
Senior Purchaser
Social Media and Events Coordinator, SoBE
Special Projects & Events Coordinator
Student Systems Support Analyst

Sustainability Programs Coordinator
Transfer Credit Coordinator
Utility Coordinator
Video Producer
Visual Arts Studio Technician
Web Strategist, Enrolment Services
Writer & Storyteller
Zero Waste and Sustainability Programs Coordinator
PAY BAND 10 - POSITION TITLE
Accessibility Services Advisor
Accountant I, Trades and Technology
Accounts Payable Coordinator
Applicant Services Supervisor
Audit and Articulation Officer
Business Analyst, Information Technology
Campus Recreation Coordinator
Campus Services Technician
Collaboration Technologies Specialist
Coordinator of Indigenous Student Services
Coordinator, Quality Assurance
Coordinator, Space Planning and Design
Curriculum Portfolio Coordinator
Digital Specialist
E-Learning Facilitator
Enrolment Services Coordinator, Williams Lake
Exams Supervisor, Accessibility Services
Financial Liaison Analyst
Future Students Coordinator - Recruitment
Homestay Program Supervisor
Indigenous Education Supervisor
IT Client Services Analyst
IT Systems Support Coordinator
International Student Advisor
International Student Advisor - Immigration Specialist
Lead IT Analyst

Lead IT Service Desk Analyst
Learning Commons and Student Support Coordinator
Learning Strategist, Early Alert
Learning Strategist, Mentorship
Lifelong Learning & Engagement Leader
Maintenance/Carpenter
Media Producer/Director
Network/Telecom Analyst
Program Coordinator
Records Supervisor
Research Computing Analyst
Research and Cybersecurity Computing Analyst
Safety Technician
Senior Digital Content Strategist
Senior eLearning Technical Support Analyst
Senior Information Security Analyst
Sport Event and Engagement Coordinator
Sports Information Officer
Strategic Enrolment Analyst
Student Awards Advisor
Student Systems Operations Coordinator
Supervisor, Admissions
Supervisor - Communications, Storytelling and Events
Supervisor, IT Client Services
Technical Theatre Coordinator
Transition Coordinator
Transnational Education Coordinator
Warehouse Supervisor
Web Content Strategist
Web Developer/Designer
Web Strategist, Marketing & Communications
PAY BAND 11 - POSITION TITLE
Accountant
Aid Coordinator

Alumni Relations Supervisor
Awards Coordinator
Electrician
Enrolment Services Supervisor
Enterprise Business and Relationship Analyst
Event and Sales Coordinator
Exams Supervisor
International Enrolment Services Supervisor
International Training Centre (ITC) Supervisor
Learning Analyst
Learning Environment Development and Production Supervisor
Learning Specialist
Mechanical Systems Technician
Payroll Coordinator
Senior Marketing Strategist
Software Analyst
Stewardship and Donor Relations Supervisor
Supervisor, Academic Advising, Central
Supervisor, Client Technology Services
Supervisor, Indigenous Student Development
Supervisor, Media Services
Supervisor, Program Advising - SoBE
PAY BAND 12 - POSITION TITLE
Building Control Systems Supervisor
Carpentry Coordinator
Enterprise Systems Supervisor
Events Coordinator
International Support Services Supervisor
Journeyperson Plumber/Gasfitter
Project Manager
Revenue Analyst
Senior CRM Analyst
Senior Institutional Research and Planning Analyst
Senior Network Analyst
Student Systems Support Coordinator

Supervisor of Editing and Copyright
PAY BAND 13 - POSITION TITLE
Senior Database Administrator, Software Analyst
Senior Information Technology Analyst
Senior Systems Architect
Supervisor, Network Services

LETTER OF UNDERSTANDING "A" – STANDBY PROVISIONS

Letter of Understanding

Between

Thompson Rivers University (the Employer)

And

The Canadian Union of Public Employees, Local 4879 (the Union)

Without Prejudice or Precedent

Re: Standby Provisions

1. Where Employees are required to standby to be called for duty under conditions which will restrict their normal off-duty activities they shall be compensated for standby from the end of their regular shift to the beginning of their next shift.

2. An employee designated by the Employer for standby shall be available within an hour to report for duty during the period of standby. No standby payment shall be paid if an employee is unable to be contacted or to report for duty when required.

3. The Employer shall supply employees on standby with a pager or cell phone.

4. Standby schedules shall be posted a minimum two (2) weeks in advance.

5. Standby shall be shared equitably amongst those who normally perform the work and are willing to be on standby.

6. Standby coverage shall be distributed in a manner that recognizes the need to balance work and non-work related time off. All reasonable effort shall be made to ensure that no employee is on standby for more than 50% of the posted schedule in a calendar year:

   Any exceptions due to extenuating circumstances shall be mutually approved by CUPE and the Employer.

7. Employees shall not be required to be on standby while on leave as per Articles 19, 20, 21, 22 and 33.

8. Employees shall be compensated at their regular hourly rate as follows:
   a) Regular and non-work days: A minimum of one (1) hours pay for first eight (8) hours or portion thereof and a half (0.5) hour pay for each addition four (4) hour or portion thereof.

   b) Statutory holidays: Two (2) hours pay for first eight (8) hours or portion thereof and one (1) hour pay for each additional four (4) hours or portion thereof.

9. If an employee is called they shall be paid for the hours worked as per Article 16 (Overtime) in the Collective Agreement.

10. This Letter of Understanding will be reviewed in one year's time to ensure that the language is appropriate. Any required changes shall be mutually approved by CUPE and the Employer. During the one (1) year period TRU will provide copies of the schedules to CUPE.

LETTER OF AGREEMENT "B" – UTILIZATION OF AUXILIARY EMPLOYEES

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

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

LETTER OF AGREEMENT "C" – STUDENT EMPLOYEE GUIDELINES

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

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

1. All student employees will be recruited and selected with reference to a position description which will be developed by their supervisor and shared with the employee, People and Culture Department and the Union.
2. Student employee position descriptions will concisely describe the limited responsibilities of the position in not more than one paragraph. Skills and qualifications required will be commensurate with the limited responsibilities of the position.
3. All student employee position descriptions will be reviewed by the People and Culture Department and passed on to a joint monitoring committee composed of one (1) Union and one (1) management representative, for joint approval. If the position has not been previously approved, then approval must take place no more than five (5) working days after introduction of the position. If the monitoring committee does not agree on the appropriateness of the work for student employment, the matter will be referred to a mutually agreed third party for a binding decision which will be rendered within ten (10) days of referral. This decision shall include retroactive pay, if applicable.
4. Student employees' work may be coordinated by designated Union staff, faculty or management.
5. Student employees will not train, schedule or coordinate other employees. Student employees will orient student employee colleagues and "job-shadow" classified employees experienced in performing the duties the student employee must develop proficiency for.
6. Student employees will not work more than twenty (20) hours weekly, except during periods of summer employment, in which case completion of the winter semester and admission to the following fall semester qualifies the student to be hired as a student employee.
7. (a) The hiring of student employees will not result in the reduction of regular hours or the displacement of existing auxiliary or ongoing staff. Furthermore, in determining the extent to which student employees would be engaged, the University will consider the degree to which regular or auxiliary employees may already be on layoff or on reduced hours at the time the student hiring is taking place.

(b) The hiring of student employees will not preclude the hiring of auxiliary employees or the creation of ongoing support staff positions.

(c) At its sole discretion, TRU may incorporate work currently done through student employment into new ongoing or auxiliary positions.

8. Student employees will not be hired in a relief capacity if qualified auxiliary and ongoing staff are on layoff, reduced hours or on the recall list.

9. Student employees will be paid at classified Union rates if they are working in a relief capacity. All placements will be done in consultation with the People and Culture Department.

10. These guidelines will be implemented by June 1, 1995, and continue to May 31, 1996. They will be formally reviewed by December 1, 1995, and changes will be made, if necessary, by mutual agreement.

11. These guidelines will not be raised by either party as an issue in the collective bargaining for renewal of the current Collective Agreement.

12. People and Culture will post and coordinate all student employment on campus. The posting of student positions will adhere to the principles set forth in Article 11 (a) in the current Collective Agreement although the rigid requirements of that Article may be modified.
Specifically:

(a) A roster of all student positions will be posted in the vicinity of the Student Services' Office for a period not less than ten (10) working days.

(b) Each division will post a list of student employee positions for period of not less than ten (10) working days.

(c) Information on student employee opportunities will be published in the *Omega*.

(d) The posting information will include sufficient specifics for each position so that the duties, responsibilities, qualifications and rates of pay are readily understood.

13. Students are excluded from provisions of the following Articles in the Collective Agreement:

Article 9 Seniority
Article 10 Layoff, Severance and Recall
Article 11 (c) Trial Period
Article 11 (d) Result of Trial Period
Article 15 Hours of Work
Article 16 (a) Overtime Defined #2 and 3,
Article 16 (b) Overtime During Layoffs
Article 16 (c) Minimum Call Back Time
Article 17 Differential Pay & Allowances
Article 18 Holidays

Article 19 Vacations
Article 20 Sick Leave Provisions
Article 21 Workplace Accommodations
Article 22 Leave of Absence
Article 23 (b) Pay During Ongoing and Temporary Transfers
Article 24 Job Evaluation
Article 25 Performance Evaluation
Article 28 Technological Change
Article 30 Benefits
Article 32 Subcontracting
Article 33 Education and Professional Development

LETTER OF AGREEMENT "D" – LAYOFF OF ONGOING STATUS EMPLOYEES

(1) The parties agree that auxiliary employees shall accrue seniority by accumulative hours worked, rather than ten (10) months' continuous service as in Article 8(d). That is, once an employee accumulates 560 hours worked, they will attain ongoing status and their seniority date shall be established by crediting the employee one-day seniority for each day worked back to July 1, 1992.

(2) Auxiliary employees and employees with ongoing status shall receive a letter of appointment with a start and end date for each assignment of less than four (4) months' duration, except in the case of sick leave relief when no end date shall be required. Employees shall pick up the appointment letter at the People and Culture Department at the commencement of each assignment.

(3) The duration of the appointment, as set out in the appointment letter, shall not be reduced, or be extended.

(4) No lay-off notice is required for auxiliary employees or employees with ongoing status except as provided in paragraph 5.

(5) When an auxiliary employee or an employee with ongoing status accepts a temporary posted position of four (4) months or greater, and the Employer eliminates the position, or reduces the hours in the position, for bona fide operational reasons, the auxiliary employee or employee with ongoing status shall receive two (2) calendar months' written notice, or pay in lieu, consistent with the employee's current work schedule. This does not apply to posted sick leave relief positions.

(6) Auxiliary employees may use their hours to apply for internal positions, as provided for in Article 11.

(7) All affected auxiliary employees shall receive notification of their total accumulated hours by May 4, 2002. Auxiliary employees who have accumulated 560 hours will be granted ongoing status and be notified of their seniority date. The Union will be provided with copies of the notification by May 4, 2001.

(8) This agreement does not affect ongoing full-time or part-time employees, as these employees shall continue to receive full lay-off notice as per the Collective Agreement, (i.e., one to four months' notice as applicable).

(9) The parties agree to modify Article 8 (d) to reflect the provisions of this agreement.

(10) Any disputes regarding the interpretation or application of this agreement shall be referred for binding resolution to Stephen Kelleher, Q.C.

(11) This agreement supersedes and replaces the Letter of Agreement (Resolve to GR 97-12 (11 Day Break) dated September 29, 1998, and resolves GR 99-01 and any current claims related to auxiliary lay-off and notice.

LETTER OF AGREEMENT "E" – AEROBICS INSTRUCTOR

WITHOUT PREJUDICE

The parties agree that employees hired in the position of Aerobics Instructor will have a two-hour variance to the hours of work. That is, the minimum daily guaranteed hours of work shall be two (2) hours. Therefore, an employee reporting to work as an Aerobics Instructor shall be paid accordingly for their time worked, with a minimum of two hour's pay.

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

All other provisions are as per the Collective Agreement.

LETTER OF AGREEMENT "F" – JOB DESCRIPTION FORMAT

(1) The format of CUPE job descriptions shall be modified as follows:

(a) Skills, knowledge, or abilities required by TRU will be stated under the heading "Skills, Knowledge or Abilities Related to the Job", and shall be ranked according to the established criteria in the Joint Job Evaluation Manual.

(b) An additional section headed "Working Conditions" will be added to all position descriptions.

(2) TRU will determine the job content, duties, and qualifications of positions, subject to the Collective Agreement and the Job Evaluation Manual.

(3) The parties agree that the currency of "related experience" may be an aspect of the Employer's considerations when making an appointment under Article 11 (b). The Union maintains the right to challenge the requirement of currency as a "related experience" factor as it may arise in a given situation.

(4) The phrase "Other Duties Related to the Position" shall be removed from all position descriptions. The parties agree that every effort shall be made to itemize the job duties within the position description. However, it is agreed by the parties that the occasional performance of a minor task directly related to an employee's job function may occur.

(5) The format of job descriptions will be modified to reflect the above changes as jobs are posted in future or changed as a result of an appeal or review.

(6) It is understood that the above modifications to the job description format do not alter the selection process set out in Article 11 (b) of the Collective Agreement.

(7) It is understood that no appeal or review of a job will occur solely as a result of changes made under this agreement.

(8) CUPE and its members shall retain the right to access the dispute resolution mechanisms of the Collective Agreement and the Job Evaluation Manual.

(9) This agreement shall not terminate on the expiry of the current Collective Agreement.

LETTER OF AGREEMENT "G" – ASSIGNMENT OF AUXILIARY WORK

Whereas the parties wish to fully and finally resolve Grievance #02-11 and without prejudice to either party's position concerning the interpretation of the Collective Agreement, the Parties agree as follows:

1. The Employer will continue to assign auxiliary work to any employees who work less than full-time year round and nothing in this agreement is intended to alter, amend or supersede any rights contained in the Collective Agreement.

2. Bargaining Unit employees as well as continuing to be eligible for additional hours in their own position, may, if they work less than full-time year round, place themselves on the auxiliary list (through written notification to People and Culture) for the purpose of obtaining additional auxiliary work in other positions as their seniority and qualifications provide.

3. The Employer must assign auxiliary work in blocks of four hours or more unless the assignment is for sick relief or is for other auxiliary work that does not exceed ten (10) consecutive working days in duration. In case of sick relief or auxiliary work not exceeding ten (10) consecutive working days, the Employer may assign block of less than four (4) hours of work subject to the conditions set out in paragraph 4.

4. In the case of blocks of less than four hours' work described in 3 above, it is understood that this work will be offered to senior qualified employees on the auxiliary list without regard to whether an employee has worked. The assignment will be made on the following basis:

    a) If the employee has not been assigned to work on a day of the assignment, the employee will be paid a minimum of four hours for that day of the assignment.

    b) If the employee has other assigned work on a day of the assignment, they may be assigned and paid for additional work of less than four hours for that day of the assignment. However, employees will be limited to one additional work assignment per day.

    c) The Employer shall not be required to assign additional auxiliary work where that assignment results in overtime.

5. The parties agree that the Williams Lake Campus will be bound by this Letter of Agreement. However, it is understood that there may be exceptional circumstances where the assignment of less than four hours' work may exceed

ten (10) consecutive working days and extend to a maximum of twenty (20) consecutive working days. In the rare instance where the Employer feels it has exhausted all options, it will request the Union's agreement to extend the maximum twenty (20) consecutive days to a maximum of twenty-five (25) consecutive days. Union agreement will not be unreasonably withheld.

6. A panel consisting of Mr. Allen Hope, Q.C. (Chair), Mr. Pat Bell (Employer nominee) and Mr. Mel Hale (Union nominee) shall remain seized of any dispute with respect to the application, operation or interpretation of this Letter of Agreement.

7. The effective date of this Agreement shall be the 19th day of April 2005.

8. This LOA will be appended to the collective agreement.

LETTER OF UNDERSTANDING "H" – UNDERGRADUATE RESEARCH ASSISTANTS

The parties recognize that undergraduate students doing research work for faculty members funded through external agencies are excluded from the Local. Undergraduate Research Assistants will carry at least 60% of a full course load within the current academic year. Undergraduate Research Assistants will not work beyond the completion of all their degree requirements unless it becomes necessary to complete the research project. In that case, the Undergraduate Research Assistant may be extended a maximum of three (3) months.

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

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

a. The tasks that Undergraduate Research Assistants perform will be directly related to the mandate of the external grant but are generally as follows:

- Preparing materials for an experiment, setting up experimental equipment, monitoring and recording experimental results, inputting and formatting data for analysis, conducting preliminary analyses of the significance of the results, carrying out a review of pertinent literature and assisting with the preparation of a manuscript;

- Collating and entering pre-existing data for statistical analysis, carrying out preliminary statistical analysis or meta-analyses, creating and conducting computer simulation models (which could entail some basic programming), monitoring and summarizing the results of a computer simulation;

- Searching the published literature on a particular thematic area and determining the relevance of articles for copying and later inclusion in a summary database, cataloguing and filing précis and keyword summaries for the most important literature under the theme, discussing recurrent concepts discovered with the grant holder and preparing draft manuscripts;

- Developing a knowledge of the techniques used to identify and monitor species of plants or wildlife, locating geo-referenced sites and recording field data on the occurrence or activities of plants and wildlife, assisting in the capture, handling, and collecting of specimens, collating and entering data and preparing databases; carrying out preliminary statistical analyses;

b. When external research funding is approved, TRU will meet with CUPE to discuss the nature of the work the Undergraduate Student Researcher(s) will be performing. TRU will also share the name of the funding agency, the name of the faculty member receiving the grant, the name and proof of eligibility of the student(s) who will be doing the work. TRU will also share the approximate timing of when work will begin and when the project should be completed and any additional information CUPE may require. Any additional work that is created as a result of this grant that would normally fall within the scope of CUPE work will be performed by bargaining unit members as per the CUPE Collective Agreement.

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

LETTER OF UNDERSTANDING "I" – FIELD SAFETY REPRESENTATIVE

Whereas effective April 1, 2006, the B.C. Safety Authority has required holders of Electrical Operating Permits to appoint a Field Safety Representative and

Whereas the parties desire that CUPE members performing the Field Safety Representative role receive a stipend for performing this role;

The parties agree as follows:

1. TRU may appoint a CUPE member to perform the FSR role (the "FSR") for the TRU main campus at Kamloops.

2. The FSR role will be offered in order of seniority to a CUPE qualified Electrician. The FSR must hold either a Class A or a Class B Field Safety Representative Certificate of Qualification. Course and test fees to obtain this certification will be paid by TRU.

3. The FSR will receive a rate increase of 6.8% of their hourly rate.

4. The duties and responsibilities of the FSR shall be the duties and responsibilities of an FSR identified in the *Safety Standards General Regulation* (B.C. Reg. 105/2004). The duties and responsibilities of the FSR will be subject to change based on legislative changes.

5. The FSR will not be responsible for permits for electrical works estimated at $7,500 (excluding taxes) and above. This monetary threshold (currently $7,500) will be updated every three (3) years based on the inflation rates of the previous three (3) years as calculated by the Bank of Canada.

6. In unusual circumstances TRU may, at its discretion and in consultation with the current FSR, appoint an alternative FSR to perform the FSR duties on a temporary or project basis. Unusual circumstances may include, but are not limited to:

    a. Illness or unavailability of the current FSR and

    b. Electrical projects which are difficult to access.

7. This agreement, except as outlined above, does not otherwise affect the parties' rights and responsibilities under the Collective Agreement.

8. Either party may cancel this agreement with thirty (30) calendar days' written notice to the other party.

Signed on February 11, 2009

LETTER OF UNDERSTANDING "J" – JOINT JOB EVALUATION & AGREEMENT TO RESOLVE GRIEVANCES TRU 07-01 & CUPE 07-03

The parties agree to the following:

1. This agreement is intended to provide a dispute resolution process where impasse is reached on matters involving Joint Job Evaluation.

2. Nothing in this agreement is intended to alter the rights of either party under the terms of the Collective Agreement or the Job Evaluation Manual except as set out below.

3. This agreement is subject to ratification by both parties.

4. The parties agree that where a job evaluation issue arises or the University establishes a job description with qualifications or other elements that CUPE objects to, the following process will occur:

    a. The Joint Job Evaluation Committee (the "JJEC") will rank the position. The ranking will be done on a without prejudice basis to either party's position.

    b. The position may be posted and filled pending resolution of the dispute.

    c. The JJEC will refer the dispute to the Associate Vice-President, People and Culture and the CUPE President who will attempt to resolve the issue within ten (10) working days. Failing resolution, the dispute shall proceed to a mutually agreeable named rights arbitrator.

    d. The arbitrator shall hear the matter as soon as possible, but no later than thirty (30) days and issue a binding decision within ten (10) days.

5. The parties will review the outstanding job evaluation matters that are currently in dispute, and these matters will be resolved through the process outlined in paragraph 4, or paragraph 9 if the Job Evaluation Manual (JEM) requires modification.

6. The parties shall meet for the balance of the week of August 9–10 and as necessary after that time, and agree to make every effort to attempt to reach agreement on modifications to the JJEP as described at page 54 of the Collective Agreement 2002 – 2010.

7. The Union committee will be booked off as necessary to facilitate this bargaining process. Any resolution reached shall be subject to ratification by both parties with forty-five (45) days of the date of this agreement.

8. If the parties are unable to reach a resolution for achieving the modifications described in paragraphs 6 and 7 above, the dispute (including all disputed job descriptions and postings impacted by the required modifications) will be referred to binding interest arbitration before a mutually agreed-upon arbitrator.

    a. The arbitration shall be held within twenty (20) days of referral and a decision is to be rendered within ten (10) days.

    b. The arbitrator shall have jurisdiction to decide whether a position must be reposted and any other issue related to remedy.

9. Once Sections 6–8 are resolved, if a new, revised, reviewed or appealed position requires modification of the JEM before the position can be evaluated or re-evaluated, the following process shall apply:

    a. The position will not be ranked by the JJEC and a vacant position will not be posted pending resolution of the process set out below.

    b. The JJEC will attempt, within ten (10) working days, to reach agreement on a recommendation to modify the JEM.

    The matter shall then be referred to the Associate Vice-President, People and Culture and the Unit Chairperson within ten (10) working days. If a recommendation is approved by both, the recommendation will be sent for ratification within ten (10) working days.

    c. Where agreement on a recommendation is not reached, the matter shall proceed to a mutually agreeable named interest arbitrator.

    d. The arbitrator will hear the matter as soon as possible but no later than twenty (20) days and issue a binding decision within ten (10) days. The arbitrator shall have authority to resolve all issues before them, including final ranking of a position.

    It is agreed that Section 9 shall not apply where People and Culture has not approved the duties to be performed by the employee.

10. In the event of a dispute within the JJEC as to whether a matter falls within Section 4, or Section 9, the matter will be referred immediately to the named arbitrator(s) who will conduct a hearing within five working days and issue a decision within two days of the conclusion of the hearing as to whether the matter will proceed under Section 4 or Section 9.

    The Employer will provide up to one day's paid Union release for one person to prepare for the hearing provided for in this section.

11. The JJEC will meet for three days in October of each year for the purpose of conducting an annual review pursuant to Section 10 (d) of the Job Evaluation Manual.

12. The named arbitrators shall be:

    Gabe Somjen

    Rod Germaine (alternate)

    Bob Pekeles (alternate)

    In the event the first listed arbitrator cannot hear the matter within the timeless as set out above, the next alternate arbitrator will be assigned the case if he is available within the timelines, failing which the third arbitrator will be assigned. If none of the arbitrators can hear the matter within the time limits, the parties will agree on an arbitrator who can do so.

13. This agreement terminates upon the expiry of the current Collective Agreement. If this agreement is not renewed, then this agreement is without prejudice to the rights of both parties in a subsequent Collective Agreement.

14. Arbitrator Somjen remains seized of any issues of interpretation or application of this agreement.

LETTER OF UNDERSTANDING "K" – REMOVAL OF "PREFERRED" AND "AN ASSET" IN CUPE JOB DESCRIPTIONS

The parties agree to the following:

1. The University agrees that it will not include preferred qualifications or assets in job descriptions or postings. Any prior postings job descriptions will have "preferred" or "asset" removed. Prior postings covered by these grievances shall not be re-posted as the appointment, in each case, was based on the required qualifications.

2. This agreement terminates upon the expiry of Memorandum of Agreement Re: Joint Job Evaluation and Agreement to Resolve Grievances TRU 07-01 and CUPE 07-03. If this agreement is not renewed, then this agreement is without prejudice to the rights of both parties in a subsequent Collective Agreement.

Signed on August 8, 2007

LETTER OF UNDERSTANDING "L" – WORK STUDY PROGRAM

1. The Work Study program is for students with demonstrated financial need. Financial need will be determined based on criteria of a government student loan assessment or a TRU Bursary assessment.

2. The Work Study program will run from September 1 to April 30 each year.

3. Work Study positions will contain only 1/3 bargaining unit work at the lower level tasks.

4. Work Study students must be enrolled in a minimum of 60% (full time) course load and maintain a 2.0 GPA.

5. Work Study students may work up to a maximum of eight (8) hours per week based on their financial need.

6. Effective September 1, 2009, the number of Work Study positions in any one department will be as follows:
   - The following six departments shall be limited to no more than four (4) positions: Computer Services, Gym/Athletics, Library, Nursing, English, and Biology.
   - All other departments shall be limited to no more than three (3) positions.

7. The rate of pay shall be the minimum wage of the province unless otherwise agreed upon by the parties.

8. TRU will continue to fund the Work Study program at the current financial level of $152,736 per year, adjusted for any negotiated student wage increase after April 1, 2009.

9. The Department positions of Physical Sciences and Language Lab Assistants shall transfer with the current job descriptions as approved Work Study positions. Physical Sciences and Language Lab Assistants are limited to four (4) positions, effective September 1, 2008. Funding (in addition to #8 above) of $16,800 will be attached to these positions and adjusted in accordance with #7 above. It is understood that should these positions not be filled, this funding cannot be utilized for any other Work Study positions.
   ($16,800 = 4 students @8 hours/week x 2 departments x 30 weeks x $8.75/hour)

Physical Sciences
To ensure that students are following safe laboratory procedures in chemistry labs. Must have or be willing to take WHMIS training. Safety assistants are required for Chemistry labs in CHEM 2120, CHEM 2150, CHEM 2220, CHEM 2250, CHEM 3240, and CHEM 3330.

Language Lab Assistants
Operate related equipment. Answer language learning-related student questions. Report defective equipment and complete related forms.

10. The Joint Monitoring Committee will continue as per the Student Employment Guidelines.

11. There will not be Work Study positions in the Gymnasium weight room.

12. Except as described above, this agreement does not affect either parties' rights or responsibilities as described in the Collective Agreement, including but not limited to Letter of Agreement "C" – Student Employee Guidelines.

Signed on June 2, 2015

LETTER OF UNDERSTANDING "M" – STUDENT FUNDRAISERS, ADVANCEMENT

CUPE agrees, without prejudice or precedent, that on a yearly basis, the Advancement Office may hire students for a six (6) week telephone fundraising campaign between the months of February and April, subject to the following:

1. Students will be hired as Auxiliary employees and subject to all Articles in the Collective Agreement pertaining to Auxiliary employees unless otherwise specified in this letter.
2. The duties performed by the employees will be as per an agreed upon job description of Student Fundraiser. This job description is for the purpose of this letter of understanding only.
3. Employees will not work more than four (4) hours daily and no more than twenty (20) hours weekly and will have two consecutive days off.
4. Employees must be enrolled in a minimum 60% (full time) course load and maintain a 2.0 GPA.
5. First opportunity will be given to students demonstrating financial need.
6. It is agreed that TRU may provide four (4) hours of paid training to eighteen (18) employees, however a maximum of fifteen (15) employees will be hired. The additional three (3) employees may be hired if a vacancy occurs. These employees may be called in for four-hour shifts to replace an absent employee. The maximum number of employees working at one time or on one shift will be limited to fifteen (15).
7. The rate of pay shall be the minimum wage of the province unless otherwise agreed upon by the parties.
8. Employees will be excluded from Article 17 (a) (b) & 33 (e).

LETTER OF UNDERSTANDING "N" – TEACHING ASSISTANTS

WHEREAS, the purpose of Teaching Assistants ("TAs") at TRU is to enhance the student experience by providing undergraduate and graduate students with opportunities for the development of skills within the academic teaching and learning environment;

AND WHEREAS, Teaching Assistantships assist students with their educational costs by providing temporary employment related to their course of study;

AND WHEREAS, with the signing of this agreement, the parties agree that Teaching Assistants would become part of the Bargaining Unit of CUPE Local 4879;

AND WHEREAS, the scope of the Teaching Assistant role is intended to include duties such as demonstrating labs and leading discussion periods, tutorials and seminars based on the guidance and direction received from faculty members and marking exams, tests, lab exercises and assignments, field work or associated invigilation duties, under the academic supervision of faculty;

THEREFORE, the parties agree on a without Prejudice and Precedent basis to the following:

1. Teaching Assistants will work under the academic supervision and ongoing day to day supervision of a faculty member and the overall administrative supervision of the relevant Chair and Dean.

2. An Undergraduate Teaching Assistant ("UTA") is a TRU student enrolled in an undergraduate program. UTAs must have completed at least 50% of their current program of study, must be enrolled in at least 3.0 credits for the semester in which they are employed as a UTA and must have at least a 3.5 GPA. UTAs must demonstrate English language proficiency.

3. A Graduate Teaching Assistant ("GTA") is a TRU student enrolled in a graduate degree program. GTAs must be students in good standing. Prospective GTAs who are applying for admission into a graduate degree program must be students in good standing at their current institution. GTAs must demonstrate English language proficiency.

4. Undergraduate Teaching Assistants will be paid $19.16 per hour. Graduate Teaching Assistants will be paid $24.55 per hour for the first and second semester as a GTA. Any students employed as a Graduate Teaching Assistant for a third or fourth semester will be paid $25.92 per hour. Teaching Assistant wage rates will be subject to any future negotiated General Wage increases for CUPE members.

5. Teaching Assistants will be paid 4% vacation pay on each pay cheque in lieu of scheduled vacation days.

6. Articles of exclusion apply as per Article 8 (h) Student Employment of the Collective Agreement.

7. Letter of Agreement "C" Student Employee Guidelines does not apply to Teaching Assistants.

8. An UTA or GTA is limited to ten (10) hours per week and a maximum of one hundred and forty (140) hours of employment in any semester.

9. The Department hiring a TA will post the opportunity within the relevant department area. Opportunities will also be advertised in the TRU Student Employment Centre.

10. Hiring is based on an open, transparent and accountable process, ensuring senior students in a respective program area are aware of the Teaching Assistant opportunity.

Signed on June 15, 2011

LETTER OF AGREEMENT "O"– AUXILIARY POSITIONS TO SUPPORT DISABILITIES

The parties agree to the following:

1. The parties agree to establish 2 auxiliary positions and work to support individuals with a disability.

2. The rate of pay shall be the minimum wage of the province unless otherwise agreed upon by the parties.

3. Within 60 days from the ratification of this collective agreement a committee will be established to develop criteria for the positions. The committee will be made up of three (3) members from CUPE 4879 and three (3) staff members from TRU. The committee will work to determine:

    - relationships with outside agencies
    - the potential for government wage subsidies
    - the nature of work to be performed
    - the posting requirements
    - the length of assignments

LETTER OF AGREEMENT "P" – INTERN POSITIONS

Intern positions will be established to provide opportunities to support student/staff development and success. Internship positions will not exceed five (5) in 2019/20, six (6) in 2020/21 and seven (7) thereafter.

1. Internships will apply to students/staff who have graduated from a program at TRU, within the last 12 months.

2. The applicants are not required to meet all posted requirements, with the exception of education.

3. The parties agree that intern positions will be considered one (1) year auxiliary employees as defined by Clause 8(e).

4. If an internal candidate is selected, all labour agreement provisions will apply except provisions outlined in this agreement, excluding #9.

5. The intern positions may be either full-time or part-time and will not exceed one (1) year.

6. The employment of intern positions will not reduce established staff complements in the assigned department.

7. No intern position will be employed when an ongoing qualified employee in the posted department is on lay-off.

8. All intern positions will be based on an existing position, at 80% of the pay rate.

9. During the one (1) year period, the intern will not accrue seniority; however, if the intern is the successful candidate on a posted position, within six (6) months of completion of their intern position, seniority calculations will be backdated to the start of their intern position.

10. Postings for intern positions will follow the current practice as outlined in Article 11(a).

LETTER OF AGREEMENT "Q" – SERVICE IMPROVEMENTS

Employee Wellness, Innovation and Training

TRU and CUPE Local 4879 commit to fund employee wellness programs, innovation and education and training initiatives. Healthy employees are able to better engage, and support students and innovation and training will assist in improving service delivery throughout the campus. The goal of these programs is to provide programs, education and training that will build employee capacity, skills and knowledge, which will improve service delivery of the University.

The funding in this agreement will continue to support the Campus Wellness Advisor position. The Advisor will assist staff in dealing with and supporting mental health and wellness. It is understood that a healthy workforce will improve student and stakeholder success related to service delivery.

The Parties will maintain a committee with three (3) management and three (3) CUPE representatives, who will make recommendations to the Associate Vice-President, People and Culture (or designate) on goals and priorities to support wellness, innovation and training of staff and services. It is understood that the amounts reflected below will be used to provide staffing and resourcing, programs, delivery and materials to improve service delivery for students and stakeholders. The total amount of funding over four (4) years of this agreement is $1,172,000.

Contract Year	Allocation
April 1, 2025 – March 31, 2026	$218,000
April 1, 2026 – March 31, 2027	$318,000
April 1, 2027 – March 31, 2028	$318,000
April 1, 2028 - March 31, 2029	$318,000

This agreement takes effect on April 1, 2019. On March 31, 2022 the parties will review service delivery improvements to ensure goals and priorities are being met. There will be no carry forward of unused funds from year to year. To support ongoing funding, goals and priorities will again be developed and approved that support and improve service delivery for students and stakeholder.

LETTER OF AGREEMENT "R" – ANNUALIZED PAY PROVISIONS

1. To facilitate the needs of departments, whose work frequently takes place away from TRU or outside of normal work hours, employees may consider being paid on an annual basis.

2. All Collective Agreement provisions remain in effect except for the following conditions:

    a. These positions could be paid on an annual basis versus an hourly basis;

    b. The annual rate could be determined by multiplying the hourly rate for the position times 1820 hours/year;

    c. A percentage in recognition for irregular work schedules and overtime, could be added on a bi-weekly basis *(the percentage amount is based on historical overtime costs in the department or role)*;

    d. Such alternatives may include an annual review.

3. Opportunities for annualized pay will be considered on a case-by-case basis where agreed-upon by the affected employees as a group and their manager.

LETTER OF AGREEMENT "S"

- The Parties commit to establishing a process to review the collective agreement together and identify opportunities for amendments to the agreement designed to identify and eliminate barriers to participation for Indigenous peoples.

- The Parties commit to a process of engagement with First Nations of Secwepemcúlecw as to how best to incorporate ongoing, meaningful engagement from First Nations into the process.

- The Parties agree to initiate the process within 90 days of ratification.

- Any amendments to the collective agreement are subject to approval by the parties.

LETTER OF AGREEMENT "T"

The Employer agrees to maintain Virtual Health Care for eligible staff (which had been initiated as a fixed-term pilot).

Virtual Health Care (currently provided by TELUS Health) is a virtual healthcare platform which provides 24/7 access to eligible staff for health and psychological health services which could include: prescriptions, lab work, imaging, referrals and mental health assessments and supports. For additional information about, and access to, the current services visit this link on the People and Culture SharePoint page: TELUS Health | Virtual Medical Care (onetru.sharepoint.com)

LETTER OF AGREEMENT "U"

Effective the first day of the first month following the date of ratification, the Benefits plans will be enhanced as follows:

1. Auxiliary and Term employees will be entitled to 8% pay in lieu of benefits

2. Coverage for Vision Glasses/Contacts will increase from $400 to $800 every twenty-four (24) months.

3. Plan A Dental Plan benefits will be available to employees every six (6) months.

Effective April 1, 2028, the Benefits plans will be enhanced as follows:

1. Major Restorative Services under the Dental Plan will increase from 80% to 100% coverage.

2. The lifetime maximum for Orthodontics coverage will increase from $3000 to $5000.

LETTER OF AGREEMENT "V" - JOB EVALUATION MODERNIZATION

Beginning April 1, 2025, and each year of this Collective Agreement thereafter, the University will allocate $150,000.00 per year, to a CUPE Job Evaluation Modernization fund. The Parties will work jointly on establishing a new job evaluation system, and such new system will be determined by mutual agreement. Once determined, said funds shall be used for system implementation.

Once determined, the Parties will reconvene to discuss the approach to evaluating CUPE positions under the new system, and any remaining funds may be used for applicable pay adjustments.

LETTER OF AGREEMENT "W"- LIFESTYLE SPENDING ACCOUNT

Effective April 1, 2027, all benefit-eligible ongoing CUPE Employees shall have access to a taxable Lifestyle Spending Account ("LSA"), administered through Manulife, in the amount of $600.00:

1. For 2027, Employees shall have access to a prorated amount, and the account will be replenished to $600.00 each calendar year thereafter.

2. Unused amounts in a Members LSA may be forfeited upon the end of the calendar year in which they are available.