

**COLLECTIVE AGREEMENT**

**between the**

**STUDENT UNION OF UBC OKANAGAN**

**and the**

**B.C. GOVERNMENT AND SERVICE  
EMPLOYEES' UNION (BCGEU)**

**Effective from February 24, 2019 to February 23, 2023**

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## DEFINITIONS

For the purpose of this agreement:

- (1) *"basic pay"* - means the rate of pay negotiated by the parties to this agreement;
- (2) *"child"* - wherever the word *"child"* is used in this agreement, it shall be deemed to include a ward of the Director of Child Protection, or a child of a spouse;
- (3) *"common-law spouse"* - includes same sex and opposite sex individuals where the employee has signed a declaration or affidavit that they have been living in a common-law relationship or have been co-habiting for at least 12 months. The period of co-habitation may be less than 12 months where the employee has claimed the common-law spouse's child/children for taxation purposes;
- (4) *"continuous employment"* or *"continuous service"* - means uninterrupted employment with Student Union of UBC Okanagan subject to the provisions of Clause 11.6;
- (5) *"day of rest"* - in relation to an employee, means a day other than a holiday on which an employee is not ordinarily required to perform the duties of their position. This does not include employees on a leave of absence;
- (6) *"demotion"* - means a change from an employee's position to one with a lower maximum salary;
- (7) *"domestic violence"* - means:
  - (a) an act of abuse between an individual and a current or former intimate partner, between an individual and a child who resides with the individual, or between an individual and an adult who resides with the individual and who is related to the individual by blood, marriage, foster care or adoption, whether the abuse is physical, sexual, emotional or psychological, and may include an act of coercion, stalking, harassment or financial control; or
  - (b) a threat or attempt to do an act described in (a) above.
- (8) *"employee"* - means a member of the bargaining unit and includes:
  - (a) *"regular full-time employees"* - This classification shall include all persons who are employed on a continuous and/or permanent basis and who hold positions that are scheduled to work an average of 40 hours per week inclusive of meal periods.
  - (b) *"regular part-time employees"* - This classification shall include all persons who are employed on a continuous and/or permanent basis and who are scheduled by the Employer to work an average of less than 40 hours per week inclusive of meal periods for periods of more than two months. These employees shall have their benefits prorated. It is understood that paid time off, (e.g. vacation, sick time, paid leave), shall be considered time worked.
  - (c) *"regular employee"* - means both regular full-time and regular part-time employees.
  - (d) *"casual employee"* - meaning an employee who is employed for work which is not of a continuous nature such as:
    - (1) seasonal positions;
    - (2) positions created to carry out special projects or work which is not continuous;
    - (3) temporary positions created to cover employees on vacation, short-term disability leave, or other leave.

- (e) "*student employees*" - This classification shall include all employees who have been hired to carry out work for Student Union of UBC Okanagan. Hours shall be offered to all employees within this classification equally where possible. Unscheduled hours shall be offered to student employees based on their seniority and ability;
- (9) "*Employer*" - shall refer to the Student Union of UBC Okanagan (the Student Union) and not to individual members thereof;
- (10) "*holiday*" - means the 24-hour period commencing at 0001 hours of a day designated as a paid holiday in this agreement;
- (11) "*hours of operation*" - are the hours established by the Employer to provide adequate service to the students and to fulfil the functions of the work unit;
- (12) "*hours travelled*" - means hours spent travelling from point to point on an hourly or daily basis laid down by the Employer and does not include meal breaks, lodging time, or time spent other than travelling;
- (13) "*intimate partner*" - includes a spouse, boyfriend or girlfriend, dating partner, sexual partner or an individual with whom one has a relationship similar to the relationships enumerated in this definition;
- (14) "*lateral transfer*" or "*transfer*" - refers to the movement of an employee from one position to another which does not constitute a demotion or promotion;
- (15) "*layoff*" - includes a cessation of employment, reduction in the hours of work, or elimination of a job resulting from a reduction of the amount of work required to be done by the Employer, a reorganization, program termination, closure or other material change in organization, and where should work become available, employees will be recalled in accordance with Article 13 - Layoff and Recall or Article 30 - Casual Employees and Student Employees;
- (16) "*leave of absence with pay*" - means to be absent from duty with permission and with pay;
- (17) "*leave of absence without pay*" - means to be absent from duty with permission but without pay;
- (18) "*probation*" - for an employee means that period of probation outlined in Article 12 - Job Postings;
- (19) "*promotion*" - means a change from an employee's position to one with a higher maximum salary level;
- (20) "*resignation*" - means a voluntary notice by the employee that they are terminating their service on the date specified;
- (21) "*rest period*" - is a paid interval which is included in the workday and is intended to give the employee an opportunity to have refreshments or a rest;
- (22) "*sexual violence*" - means any conduct of a sexual nature or act targeting an individual's sexuality, gender identity or gender expression that is committed, threatened or attempted against an individual without the individual's consent and includes sexual assault, sexual harassment, stalking, indecent exposure, voyeurism, sexual exploitation and sexual solicitation, and may include an act that occurs online or in the context of domestic or intimate partner relationships;
- (23) "*shift*" - means the period of scheduled straight-time working hours on a scheduled workday where the hours scheduled are consecutive except for the meal period;
- (24) "*spouse*" - includes husband, wife and common-law spouse;



- (25) "*termination*" - is the separation of an employee from employment for just cause pursuant to Article 10 - Dismissal, Suspension and Discipline, Article 11 - Seniority, or Article 30 - Casual Employees and Student Employees;
- (26) "*travel status*" - with respect to an employee means absence of the employee from their headquarters or geographic location on employer's business with the approval of the Employer;
- (27) "*Union*" - means the B.C. Government and Service Employees' Union (BCGEU).

## ARTICLE 1 - PREAMBLE

### 1.1 Purpose of Agreement

In order to establish and maintain efficient operations and a harmonious relationship between the Employer and the employees, the Employer and the Union agree that the general purpose of this collective agreement is to establish an orderly collective bargaining relationship. No employee shall be required or permitted to make a written or verbal agreement with the Employer or its representatives which may conflict with the terms of this agreement.

Titles and headings of articles of this agreement are descriptive only and used solely for the convenience of reference and shall not form part of the meaning and/or interpretation of the articles of this agreement.

### 1.2 Future Legislation

In the event that any future legislation renders null and void or materially alters any provision of this agreement, the remaining provisions shall remain in effect for the term of the agreement, and the parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.

### 1.3 Conflict With Regulations

In the event that there is a conflict between the contents of this agreement and any regulation made by the Employer, or on behalf of the Employer, this agreement shall take precedence over the said regulation.

### 1.4 Terms Used in Agreement

Non-gendered language will be utilized throughout this agreement (e.g., them, they, their).

### 1.5 No Discrimination

(a) *Human Rights* - The Employer and the Union agree that there will be no discrimination against an employee, prospective employee or employee representative by reason of age, race, creed, colour, ancestry and national origin, physical or mental disability, political or religious views, sex or sexual orientation, marital status, family and parental status, conviction of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person.

(b) *Personal Rights* - The Employer and its representatives agree that the rules, regulations and requirements of the workplace shall be limited to matters pertaining to the work required of each employee. Employees will not be asked or required to do personal work, such as work not related to Student Union of UBC Okanagan activities, for representatives of the Employer. In addition, the Employer or individual board members shall not harass, or belittle employees.

(c) The Employer and the Union agree that bargaining unit employees will be treated equally and all work related opportunities will be made available equitably to all bargaining unit employees.

## 1.6 Harassment in the Workplace

The Union and the Employer recognize the right of employees to work in an environment free from personal and sexual harassment ("Harassment"), and the Employer shall take such actions as are necessary respecting an employee engaging in harassment in the workplace.

Personal and Psychological Harassment Definition:

- (a) Personal and psychological harassment means objectionable conduct - either repeated or persistent, or a single serious incident - that an individual would reasonably conclude:
  - (1) creates a risk to a worker's psychological or physical well-being; causes a worker substantial distress or results in an employee's humiliation or intimidation; or
  - (2) is discriminatory behaviour that causes substantial distress and is based on a person's race, colour, ancestry, place of origin, political beliefs, religion, marital status, physical or mental disability, sex, age, sexual orientation or gender identity; or
  - (3) is seriously inappropriate and serves no legitimate work-related purpose; or
  - (4) such conduct has the purpose or effect of unreasonable interfering with an individual's academic or work performance or creating an intimidating, hostile or offensive environment for learning or working; or
  - (5) submission to, or rejection of, such conduct is made either explicitly or implicitly a term or condition of an individual's employment; or
  - (6) submission to, or rejection of, such conduct by an individual is used as the basis for evaluations, recommendations or decisions affecting any term or condition of an individual's employment.
- (b) Good faith actions of a manager or supervisor relating to the management and direction of employees - such as assigning work, providing feedback to employees on work performance, and taking reasonable disciplinary action - do not constitute harassment.

## 1.7 Sexual Harassment Definition

- (a) Sexual harassment includes sexually oriented verbal or physical behaviour which an individual would reasonably find to be unwanted or unwelcome, giving consideration to all surrounding circumstances and which may detrimentally affect the work environment. Such behaviour could include, but is not limited to:
  - (1) touching, patting or other physical contact;
  - (2) leering, staring or the making of sexual gestures;
  - (3) demands for sexual favours;
  - (4) verbal abuse or threats;
  - (5) unwanted sexual invitations;
  - (6) physical assault of a sexual nature;
  - (7) distribution or display of sexual or offensive pictures or material;
  - (8) unwanted questions or comments of a sexual nature;
  - (9) practical jokes of a sexual nature.
- (b) To constitute sexual harassment, behaviour may be repeated or persistent or may be a single serious incident.

- (c) Sexual harassment will often, but need not, be accompanied by an expressed or implied threat of reprisal or promise of reward.
- (d) Sexual harassment refers to behaviour initiated by both males and females and directed toward members of either sex.

### **1.8 Harassment Complaints**

- (a) A harassment complaint is not a grievance. The complainant must follow this complaint process. However, any action taken by the Employer as a result of the complaint process may be grieved.
- (b) All complaints will be kept confidential by the complainant, the respondent, the Employer, the Union and witnesses.
- (c) The complainant and the respondent (if they are a member of the Union) have the right to union representation.
- (d) A complainant may try to informally resolve their complaint with the assistance of a supervisor, manager, shop steward, union staff representative or mediator. If the complainant is satisfied with the outcome reached at this point, the complaint is resolved.
- (e) Until a harassment complaint is resolved, the Employer may take interim measures, including separating the complainant and respondent.
- (f) A complainant has the right to file a complaint under the *Human Rights Code* of British Columbia.

### **1.9 Harassment Complaints Procedure**

Sexual harassment complaints do not apply with respect to the procedures in this article.

- (a) A formal complaint must be submitted in writing within six months of the last alleged occurrence.
- (b) A complaint must be submitted through the Union and/or directly to the General Manager. When the General Manager has received a complaint, they will notify the respondent and the union staff representative of the substance of the complaint in writing within 15 days.
- (c) The complaint must contain the specific instance(s) and date(s) that the alleged harassment occurred, the names of any witnesses, an explanation of how the action constitutes a violation of Article 1.6 - Harassment in the Workplace, and the remedy sought.
- (d) The General Manager will investigate the complaint and will complete their report in writing within 15 days. The General Manager with the agreement of the Union may elect to proceed under (i) (3), (4) and (5) below.
- (e) The Employer will take action to resolve the complaint within 10 days of receiving the investigator's report.
- (f) The Employer will advise the respondent, the complainant and the Union in writing of the substance of the investigator's report and the resolution of the complaint.
- (g) If the resolution involves separating employees, reasonable efforts will be made to relocate or reschedule the respondent. The complainant may agree in writing to be transferred or rescheduled.
- (h) If the resolution involves separating an employee and a respondent who is not an employee, reasonable efforts will be made to remedy the situation.

(i) If the respondent is the General Manager (or equivalent), or where there are possible systemic issues or multiple complaints, the following process will be used:

(1) The complainant will contact the Union.

(2) As soon as possible, but within 30 days, the Union will notify the General Manager (or equivalent) and the governance body to whom the Employer designate reports if applicable. Clause 1.9(a) and (c) apply to the notice. Within 14 days of receiving the notice, the General Manager will identify to the Union who will serve as the representative of the Employer in respect of the complaint.

(3) The Employer representative and the Union will appoint either Irene Holden, Corinn Bell or Marli Rusen to resolve the complaint (The person appointed is referred to below as "*the Appointee*").

(4) After consultation with the parties involved, the Appointee will establish the process to resolve the complaint. The process may include - at the Appointee's discretion - any of the following (or any combination of them): fact-finding, mediation, making recommendations or a full report. In exercising their discretion with respect to the process, the Appointee will consider the parties' desire that the process be fair, impartial, independent and expeditious; minimizes disruption in the workplace; respects individual privacy to the degree possible in the circumstances; and keeps costs to a reasonable level. The Appointee will submit any report or recommendations to the General Manager or governance body to whom the General Manager reports and the Union. The report and recommendations will remain confidential except for distribution to these parties or when required for the purposes of any legal proceedings and to ensure the principals of natural justice are met. The Appointee may stipulate conditions they deem appropriate with respect to distribution. Any outcomes of the process are without prejudice or precedent for other proceedings.

(5) The Appointee's fees and expenses will be shared by the Employer and the Union.

(j) The Employer may take appropriate action, including discipline, against a complainant if the investigation determines that the complaint is frivolous, vindictive or vexatious.

#### **1.10 Sexual Harassment Complaints Procedure**

(a) A formal complaint must be submitted in writing within six months of the last alleged occurrence.

(b) A complaint must be submitted through the Union and/or directly to the General Manager. When the General Manager has received a complaint, they will notify the respondent and the union staff representative of the substance of the complaint in writing within 15 days.

(c) The complaint must contain the specific instance(s) and date(s) that the alleged harassment occurred, the names of any witnesses, an explanation of how the action constitutes a violation of Article 1.7 - Sexual Harassment Definition, and the remedy sought.

(d) The General Manager will investigate the complaint and will complete their report in writing within 15 days. The General Manager with the agreement of the Union may elect to proceed under h(3), (4) and (5) below.

(e) The Employer will take action to resolve the complaint within 10 days of receiving the investigator's report.

(f) The Employer will advise the respondent, the complainant and the Union in writing of the substance of the investigator's report and the resolution of the complaint.



(g) If the resolution involves separating employees, reasonable efforts will be made to relocate or reschedule the respondent. The complainant may agree in writing to be transferred or rescheduled.

(h) If the respondent is the General Manager (or equivalent), or where there are possible systemic issues or multiple complaints, the following process will be used:

(1) The complainant will contact the Union.

(2) As soon as possible but within 30 days the Union will notify the General Manager (or equivalent) and the governance body to whom the Employer designate reports if applicable. Clause 1.10(a) and (c) apply to the notice. Within 14 days of receiving the notice the General Manager will identify to the Union who will serve as the representative of the Employer in respect of the complaint.

(3) The Employer representative and the Union will appoint either Irene Holden, Corinn Bell or Marli Rusen to resolve the complaint (the person appointed is referred to below as "*the Appointee*"). Investigative jurisdiction is limited by the following: the allegations must be made against an individual who was a member of the Union, General Manager (or equivalent) or individual board member at the time the complaint was submitted. The alleged conduct must fall within the definition of sexual harassment; and the alleged conduct must have a real and substantial connection to the Students' Union, as that term has been interpreted under BC law.

(4) After consultation with the parties involved, the Appointee will establish the process to resolve the complaint. The process may include - at the Appointee's discretion - any of the following (or any combination of them): fact-finding, mediation, making recommendations or a full report. In exercising their discretion with respect to the process, the Appointee will consider the parties' desire that the process be fair, impartial, independent and expeditious; minimizes disruption in the workplace; respects individual privacy to the degree possible in the circumstances; and keeps costs to a reasonable level. The Appointee will submit any report or recommendations to the General Manager or governance body to whom the General Manager reports and the Union. The report and recommendations will remain confidential except for distribution to these parties or when required for the purposes of any legal proceedings and to ensure the principals of natural justice are met. The Appointee may stipulate conditions they deem appropriate with respect to distribution. Any outcomes of the process are without prejudice or precedent for other proceedings.

(5) The Appointee's fees and expenses will be shared by the Employer and the Union.

(i) The Employer may take appropriate action, including discipline, against a complainant if the investigation determines that the complaint is frivolous, vindictive or vexatious.

#### **1.11 Arbitrator**

(a) Where either party to the proceeding is not satisfied with the General Manager's response under 1.9(d) and 1.10(d) above, the complaint will, within 30 days of that response, be put before an arbitrator.

Where no response under 1.9(d) above is provided within 60 days of the complaint being made, the complaint will be advanced to an arbitrator. The Arbitrator has the remedial powers of an arbitration board under Section 89 of the *Labour Relations Code* and shall have the right to:

(1) dismiss the complaint;

(2) determine the appropriate level of discipline to be applied to the offender when the offender is within the bargaining unit; and

- (3) make a further order as is necessary to provide a final and conclusive settlement of the complaint.
- (b) An alleged offender under this clause shall not be entitled to grieve disciplinary action taken by the Employer which is consistent with the decision of the General Manager or the Arbitrator.
- (c) The Arbitrator shall be Corinn Bell. Should Ms. Bell be unavailable, Ken Saunders shall be designated as the Arbitrator. Should Mr. Saunders be unavailable, Chris Sullivan shall be designated as the Arbitrator.

#### **1.12 Anti-Bullying**

- (a) The Employer and Union supports the rights of all people to work in an environment free from bullying. Everyone is expected to adhere to acceptable conduct at all times by respecting the rights and feelings of others and by refraining from any behaviour that might be harmful to others.
- (b) Bullying is verbal or physical conduct that over a period of time, continuously and systematically:
  - (1) Intimidates, shows hostility, threatens and offends others;
  - (2) Interferes with a worker's performance;
  - (3) Otherwise adversely affects others.
- (c) An employee who wishes to pursue a concern arising from alleged bullying may submit a complaint in writing, within 15 days of the latest alleged occurrence, through the Union or directly to the General Manager or their designate (the "*General Manager*"). Complaints of this nature shall be treated in strict confidence by the employees involved, the Union and the Employer.
- (d) Immediate defusing, debriefing where deemed appropriate, will be made available to employees, by qualified practitioners, at no cost to the affected employee.
- (e) The parties will make every reasonable effort to find a remedy. Once the remedy is agreed, it will be implemented within 15 days.
- (f) An employee in need of assistance may call WorkSafeBC Critical Incident Response pager. The Employer will post the current pager contact information in the workplace.

#### **1.13 Exception to Entitlements**

Entitlements to accommodation and leave in this article do not apply with respect to domestic violence or sexual violence committed by the employee.

#### **1.14 Place of Work, Hours of Work Accommodation**

In the event an employee, or an employee's child, has experienced domestic violence or sexual violence and the employee deems it appropriate, the employee may request accommodation from the Employer. Such accommodation may encompass modification as to the employee's place of work, hours of work or other accommodation as the circumstances warrant.

The Employer shall consider such a request and attempt to accommodate in a reasonable fashion.

The employee may be required by the Employer to provide appropriate information, satisfactory to the Employer, to support such a request.

#### **1.15 Domestic Violence Leave**

- (a) An employee is entitled to a leave of absence of a reasonable duration if the employee or the employee's child experienced domestic violence or sexual violence.



(b) An employee is only entitled to a leave of absence under Clause 1.15(a) if the employee uses the leave of absence for one or more of the following purposes:

- (1) To seek medical attention for the employee or the employee's child in respect of a physical or psychological injury or disability caused by the violence; or
- (2) To obtain services for the employee or the employee's child in respect of the violence from a victim services organization, domestic violence shelter, rape crisis centre, sexual assault centre or other social services program or community agency; or
- (3) To obtain psychological or other professional counselling for the employee or the employee's child in respect of the violence; or
- (4) To relocate temporarily or permanently for the purpose of making future violence against the employee or the employee's child less likely; or
- (5) To seek legal or law enforcement assistance for the employee or the employee's child, including preparing for or participating in any civil, criminal or administrative proceeding related to or resulting from the violence.

(c) If an employee has a physical or psychological injury or disability caused by the violence that requires accommodation or work absence, the employee follows the process outside this article that would apply to any injured or disabled employee under this collective agreement.

(d) The first 10 days of leave taken under Clause 1.15 - Domestic Violence Leave is paid leave. Leave taken under Clause 1.15 - Domestic Violence Leave beyond 10 days is unpaid.

(e) If the employee is a casual employee, the employee's daily hours for each day in Clause 1.15 - Domestic Violence Leave shall be the total hours paid to the employee in the 12 weeks immediately before the day on which the employee began the leave(s) of absence under this clause, divided by 60.

(f) An employee who wishes to take leave under this section shall advise the Employer in writing that the employee will be doing so. If the employee must begin the leave before advising the Employer, the employee shall advise the Employer of the leave in writing as soon as possible after beginning it.

(g) An employer may require an employee who takes a leave under this section to provide evidence reasonable in the circumstances that the employee is entitled to the leave.

## **ARTICLE 2 - MANAGEMENT RIGHTS**

Except as otherwise provided in this agreement, the Employer or its delegated officer has exclusive control over the management, supervision and administration of the Student Union and the direction of its working force.

## **ARTICLE 3 - UNION RECOGNITION AND RIGHTS**

### **3.1 Bargaining Agent Recognition**

The Employer recognizes the BCGEU as the sole and exclusive collective bargaining agent for all of its employees and hereby agrees to negotiate with the Union, and any of its authorized committees, concerning all matters affecting the relationship between the parties.

### **3.2 Collective Agreement Prevails**

In the event there is a conflict between the requirements of this collective agreement and those of the Student Union of UBC Okanagan's Constitution and Administrative Policies, the requirements of the collective agreement shall prevail.

### **3.3 No Other Agreement**

No employee covered by this agreement shall be required or permitted to make a written or oral agreement with the Employer or its representatives which may conflict with the terms of this agreement.

### **3.4 No Discrimination for Union Activity**

The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee for reason of membership or activity in the Union or for the exercise of rights provided for in this agreement.

### **3.5 Conflict of Interest**

An employee may not be an elected member of the Executive or Council, but employees may become and maintain membership in the Student Union of UBC Okanagan. No bargaining unit employees shall have the right to the privileges of voice or vote in any Student Union of UBC Okanagan meetings, elections or referendums of Student Union of UBC Okanagan membership. A bargaining unit employee who resigns their position to run for an Executive or Council position but who is unsuccessful in that election, then has the right to be reinstated to employment to their former position without loss of previously accrued service seniority or benefits.

### **3.6 Notification of the Employer**

The Employer shall provide the Union with all necessary information relating to the following matters for all employees of the Society on a current basis:

- (a) A list of employees, showing their names, addresses and employment status and ranked according to seniority.
- (b) The Employer shall notify the Union, in writing within five working days of all job postings, hiring, transfers or resignations.
- (c) The Employer shall notify the Union in writing within one working day when any employee has been laid-off, discharged, suspended, or given a written warning.

### **3.7 Recognition and Rights of Stewards**

- (a) The Employer recognizes the Union's right to select up to two stewards to represent employees.
- (b) The Union agrees to provide the Employer with a list of the employees designated as stewards and alternates.
- (c) Leave to perform stewards duties shall be without loss of pay. Such permission shall not be withheld.
- (d) Duties of the steward are:
  - (1) Investigation of complaints;
  - (2) Investigation of grievances and assisting any employee whom the steward represents in preparing and presenting a grievance in accordance with the grievance procedure;

- (3) Supervision of ballot boxes and other related functions during ratification votes involving the Employer and provided the ratification vote is held on the Employer's premises;
- (4) Carrying out duties within the realm of assigned safety responsibilities for stewards who are members of safety committees;
- (5) Attending meetings called by the Employer.

### 3.8 Bulletin Boards

The Employer agrees to provide two union bulletin boards in a permanent and prominent location mutually acceptable to the Union and the Employer. The bulletin boards shall be used by the Union to convey information to its members. Such information shall be restricted to the business affairs of the Union and shall not be of a derogatory nature toward the Employer.

### 3.9 Union Insignia

- (a) A union member shall have the right to wear or display the recognized insignia of the Union. The Union agrees to furnish to the Employer at least one union shop card, for each of the Employer's places of operation covered by this agreement, to be displayed on the premises. Such card will remain the property of the Union and shall be surrendered upon demand.
- (b) The recognized insignia of the Union shall include the designation "bcgeu". This designation shall, at the employee's option, be placed on stenography typed by a member of the Union. This designation shall be placed below the signatory initials on typewritten correspondence.

### 3.10 Right to Refuse to Cross Picket Lines

- (a) The Employer agrees that no employee shall be subject to discipline or dismissal for refusing to cross an established picket line or for refusal to handle goods for an employer where a strike or lockout is in effect. An employee who is not reporting for work as the result of an established picket line, shall be deemed to have applied for and been granted an unpaid leave of absence for the time involved. The Employer agrees that it shall not request, require or direct members of the bargaining unit to perform work resulting from strikes that would have been carried out by those persons on strike. In the event of a strike or picket line activities in dealing with the Student Union, the Union agrees to limit such activities to the Student Union.
- (b) In the event that the Employer and/or the Union receive notification:
  - (1) that a trade union has established a picket line at any entrance of any campus of Student Union of UBC Okanagan, or on such a campus; or
  - (2) that an employer has served a lockout notice or a trade union has served a strike notice which might, if acted upon, result in the establishment of such a picket line,

the Employer will consult the Union prior to determining whether to maintain the operations of the Student Union of UBC Okanagan.

- (c) The purpose of this article is to promote a high level of cooperation between the Union and the Employer. Both parties recognize that labour/management disputes at the Institution have a capacity to produce difficult ethical and moral questions for all members of the Institution's community. The Student Union of UBC Okanagan recognizes the trade union principles that guide its staff and agree that it will make every reasonable effort to avoid situations requiring that staff perform work for members of the Student Union of UBC Okanagan which would be in direct support of or opposition to either party of a labour/management dispute at the University.

### 3.11 Time Off for Union Business

(a) *Without Pay* - any employee scheduled to work with reasonable written notice leave of absence without pay and without loss of seniority will be granted:

- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
- (2) for elected or appointed representatives of the Union to attend to union business which requires them to leave their general work area;
- (3) for employees who are representatives of the Union on a bargaining committee to attend meetings of the Bargaining Committee;
- (4) to employees called by the Union to appear as witnesses before an arbitration board, the Labour Relations Board, or the Human Rights Tribunal. The Union agrees that it will call its witnesses in a manner that will not unduly disrupt the business operations of the Employer.
- (5) to employees designated to sit as an observer on a selection panel in accordance with Clause 12.2.

(b) *With Pay* - leave of absence with basic pay and without loss of seniority will be granted to two representatives of the Union on the Union's Bargaining Committee to carry on negotiations with the Employer. No leave will be granted for employees on vacation.

(c) To facilitate the administration of this clause when leave without pay is granted, the leave shall be given with basic pay and the Union shall reimburse the Employer for salary and benefit costs, including travel time incurred. Leave of absence granted under this clause shall include sufficient travel time. The Union shall provide the Employer a minimum of 48 hours' notice prior to the commencement of leave under this clause. It is understood that employees granted leave of absence pursuant to this clause shall receive their current rates of pay while on leave of absence with pay. The Employer agrees that any of the above leaves of absence shall not be unreasonably withheld.

(d) The Employer shall grant, on request, leave of absence without pay:

- (1) for employees selected for a full-time position with the Union for a period of one year;
- (2) for an employee elected to the position of President or Treasurer of the B.C. Government and Service Employees' Union;
- (3) for an employee elected to any body to which the Union is affiliated for a period of one year and the leave shall be renewed upon request;
- (4) for employees to seek election in a municipal, provincial, federal, first nations or other aboriginal election for a maximum period of 90 days;
- (5) for employees election to public office for a maximum period of five years.

### 3.12 Notification by the Union

The Union shall regularly notify the Employer, in writing, of the names of its bargaining unit Chairperson, stewards and any other committees established by agreement between the parties.

### 3.13 Contacting at Work

Elected and staff representatives of the Union shall have the right to contact employees at work on matters respecting this collective agreement and its administration. The Union agrees that there will be no undue disruption of work. Time will be kept to a minimum.

## ARTICLE 4 - UNION SECURITY

Employees who are now or hereafter become members of the Union shall maintain their membership in the Union as a condition of employment, and every new employee whose employment commences hereafter shall become a member of the Union as a condition of employment, except where applicable under prevailing legislation.

## ARTICLE 5 - CHECK-OFF OF UNION DUES

### 5.1 Deduction of Dues

- (a) The Employer shall, as a condition of employment, deduct from the wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular dues payable to the Union by a member of the Union.
- (b) The Employer shall deduct from any employee who is a member of the Union any assessments levied in accordance with the Union Constitution and (or) Bylaws and owing by the employee to the Union.
- (c) Deductions shall be made for each payroll period and membership dues or payments in lieu thereof shall be considered as owing in the period for which they are so deducted.
- (d) All deductions shall be remitted to the President of the Union, once a month but no later than 28 days after the last monthly dues deduction. The Employer shall also provide a list of names of those employees from whose salaries such deductions have been made together with the amounts deducted from each employee.
- (e) Before the Employer is obliged to deduct any amount under (a) above, the Union must advise the Employer in writing of the amount of its regular dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the President of the Union. When the change cannot reasonably be accommodated by the Employer's existing payroll system, then the cost of implementation shall be borne by the Union. In all cases, the Union shall provide the Employer with a reasonable notice period to implement any change.
- (f) From the date of the signing of this agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other moneys deducted by the Employer from the pay of the employees in the bargaining unit.
- (g) The Employer will provide to the Union on a quarterly basis a report of employees who have ceased employment and the *Record of Employment (ROE) Code* used in Block 16 of the ROE form for each of those employees.
- (h) The Employer will provide to the Union with every regular dues remittance the information provided in the chart below. The information will be provided electronically in the file formats ".csv".



Column Order	Name	Format	Format Description
1	Member SIN	XXXXXXXXXX	9 digits, no dashes or spaces
2	Member Last Name		
3	Member First Name		
4	Dues	XXXX.XX	No commas or dollar signs
5	Gross Wages for Period	XXXX.XX	No commas or dollar signs
6	Job/Position Title		
7	Service Start Date	yyyyMMdd	
8	Appointment Code		Regular, Auxiliary, etc.
9	Work Location Name		
10	Work Location Address		
11	Member Address		
12	Member Work Phone	XXXXXXXXXX	10 digits, no dashes or spaces
13	Member Home Phone	XXXXXXXXXX	10 digits, no dashes or spaces
14	Member Cell Phone	XXXXXXXXXX	10 digits, no dashes or spaces
15	Member Home Email		

(i) The Employer will submit union dues remittance by Electron Fund Transfer (EFT). The EFT will be submitted with an email to [direct.deposit@bcgeu.ca](mailto:direct.deposit@bcgeu.ca) including the EFT date and dollar amount.

(1) Each EFT email will also include:

- (i) employer name;
- (ii) pay period type (e.g., monthly, semi-monthly, biweekly, etc.);
- (iii) pay period number;
- (iv) pay period end date;
- (v) pay period pay date.

## 5.2 Dues Receipt - T4

The Employer shall supply each employee, without charge, a receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous year. Such receipts shall be provided to the employees prior to March 1<sup>st</sup> of the succeeding year.

## 5.3 Authorization

An employee shall, as a condition of continued employment, complete an authorization form providing for the deduction from an employee's wages or salary the amount of the regular dues payable to the Union by a member of the Union.

# ARTICLE 6 - EMPLOYER AND UNION TO ACQUAINT EMPLOYEES

## 6.1 New Employees

- (a) At the time of hire new employees will be advised that a collective agreement is in effect and of the conditions of employment set out in the articles dealing with Union Security and Dues Check-off.
- (b) A new employee shall also be provided with:



(1) an up-to-date copy of the collective agreement upon commencement of employment, the name, location, work telephone number, and email address of the new employee's steward(s).

Whenever the steward is employed in the same work area as the new employee, the employee's immediate supervisor will introduce them to the steward.

(2) an authorization form for union dues check-off.

(c) The Employer will notify the steward of the new employee's name, work telephone number and of their primary work location within 10 days of the start date of the new employee.

(d) The Union will be provided with a copy of the completed and signed authorization form for dues check-off for all new employees.

## **6.2 Copies of Agreement**

The Employer shall provide each new member of the Board with an up-to-date copy of the collective agreement within a reasonable period following commencement of their term of office. The Union shall provide all employees with an up-to-date copy of the collective agreement. The Union shall provide the Employer with a sufficient number of copies of the collective agreement for all new hires.

## **6.3 One Hour Explanation**

The Employer agrees that the bargaining unit Chairperson or designate shall be given an opportunity during regular working hours to orient each new employee within the first month of their employment for the purpose of acquainting the employee with the benefits and obligations of union membership and their responsibilities and obligations to the Employer and the Union.

A person designated by the Employer shall orient each newly elected member of the Board within two weeks of the commencement of their term of office for the purpose of acquainting the new members with terms of the collective agreement, the rights of employees and appropriate procedures and mechanisms for communication of dissatisfaction with the work of an employee and the resolutions of problems which may arise from time to time.

As the Board President is the official Staff Relations Officer (SRO) for the Employer, the Union shall be notified of the successful candidate within two weeks of the commencement of their term of office.

## **6.4 Prospective Employees**

When the Employer supplies information about potential employment in the bargaining unit it shall include a brief statement about the Union, prepared by the Union at the Union's expense.

# **ARTICLE 7 - EMPLOYER/UNION RELATIONS**

## **7.1 Union Bargaining Committee**

A union bargaining committee shall be appointed and consist of two members of the bargaining unit. The Union shall have the right at any time to have the assistance of members of the staff of the Union when negotiating with the Employer.

## **7.2 Union Representatives**

(a) The Employer agrees that access to its premises will be granted to members of the staff of the Union when dealing or negotiating with the Employer, as well as for the purpose of investigating and assisting in the settlement of a grievance.

- (b) Members of union staff shall notify the excluded designated supervisory official in advance of their intention and their purpose for entering and shall not interfere with the operation of the section concerned.
- (c) In order to facilitate the orderly, as well as the confidential investigation of grievances, and where possible, the Employer will make available to union representatives or stewards temporary use of an office or similar facility.
- (d) The Employer agrees that access to its premises will be granted to local chair.
- (e) Persons, component chairpersons and members of the Provincial Executive. Notification shall be given to the excluded designated supervisory official in advance of the intention and purpose for entering the Employer's premises and such access shall not interfere with the operations of the Employer.

### **7.3 Technical Information**

The Employer agrees to provide to the Union such information that is available relating to employees in the bargaining unit, as may be required by the Union for collective bargaining purposes.

### **7.4 Joint Union Management Committee**

- (a) The parties agree to the establishment of a standing committee, called the Joint Union Management Committee, the purpose of which is to encourage communication at regular intervals, solve problems, or potential problems before they become a grievance, and to discuss any subjects arising out of this collective agreement.
- (b) The Committee shall consist of two representatives from the bargaining unit appointed by the Union, and two representatives appointed by the Employer. Each party to this agreement shall keep the other party informed of its two representatives, with written notice by June 1<sup>st</sup> of each year this agreement pertains to.
- (c) Agreements of the Committee shall be mutually agreed by the parties and shall be set out in writing.

### **7.5 Meetings of Committee**

The Joint Union Management Committee shall meet as required. Each party shall present an agenda of items to be discussed to the other party not less than three days prior to each meeting. Such meetings will normally be scheduled during regular working hours, and those persons designated by the Union shall not suffer loss of pay in the performance of their duties under this article. Time spent by this committee beyond the regular working hours shall not be reimbursed by the Employer. The taking of the minutes of Joint Committee meetings shall be shared by the Employer and the Union. Both parties shall make every effort to mutually agree upon the minutes within a reasonable time period following the meeting.

Notwithstanding the importance of creating an agenda which allows both parties to adequately prepare for the meeting, both parties recognize the importance of flexibility and responsiveness to issues as they arise. Therefore, it is agreed that upon mutual consent, items may be added to the agenda at the beginning of the meeting.

### **7.6 Chairperson of Committee**

Chairpersons for Joint Union Management Committee meetings will be designated on a rotating basis; that is, a union committee person will chair the first meeting and an employer committee person will chair the second meeting and so on.

### 7.7 Jurisdiction of Committee

The Union has the right to refer any matter or proposal discussed at the Joint Union Management Committee meeting to their respective members for further direction, advice or consultation.

### 7.8 Resolutions and Reports of the Employer

Any policies developed by the Board, dealing with matters of policy and/or conditions of employment which may affect employees within the bargaining unit, shall be communicated in writing to the bargaining unit Chairperson and discussed at a Joint Union Management Committee meeting.

## ARTICLE 8 - GRIEVANCES

### 8.1 Definition

For the purpose of this agreement, "*grievance*" shall mean any difference or dispute arising between the parties to this agreement, concerning the interpretation, application, administration, operation or alleged violation of this collective agreement, including whether or not any issue is arbitrable.

The dismissal, discipline or suspension of an employee bound by this agreement may also be grieved.

### 8.2 Types of Grievance

#### (a) *Individual Grievance*

A grievance whether initiated by an individual employee or by the Union that is confined in scope to a particular employee.

#### (b) *Group Grievance*

Where the matter is of concern to a group of employees or whether several individual grievances, after being consolidated at some stage, are brought forward as one grievance.

#### (c) *Policy Grievance*

Where either party disputes the general application, interpretation or alleged violation of an article of this agreement, where the matter of concern is not specifically confined in scope to any particular employee.

#### (d) *Union or Employer Grievance*

Where the matter is of specific concern to the Union or Employer.

### 8.3 Grievance Procedure

The procedure for settling individual and group grievances shall start at Step 1. The procedure for settling policy and union grievances shall start at Step 2.

#### (a) *Step 1*

An employee who has a grievance shall go to the General Manager within 20 working days from the date on which the Union becomes aware of the alleged incident(s) which gave rise to the complaint. The employee must be accompanied by their steward or a representative of the Union. The General Manager shall be given an opportunity to answer the complaint verbally. The parties involved shall be given a maximum of five working days to solve the grievance. If unresolved within five working days of the discussion with the General Manager, the Union may submit the grievance to Step 2.

(b) *Step 2*

If the grievance is not satisfactorily resolved in Step 1 above, the employee and their steward or union representative shall submit the grievance in writing to the General Manager. Within 14 working days of receiving the grievance at Step 2, the General Manager and the designated union representative shall meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. This meeting may be waived by mutual consent in writing. Within 21 working days following receipt of the grievance at Step 2, the General Manager shall reply in writing to the staff representative of the Union.

(c) *Step 3 - Arbitration*

In the event that no settlement of the grievance is reached in Step 2 above, then either party may, within 20 working days following the decision of the General Manager, signify in writing to the other party of the failure to agree and notice of intention to invoke the arbitration procedure as set out in Article 9 of this agreement.

#### **8.4 Administrative Provisions**

(a) Grievances and replies at Step 2 of the grievance procedure and notification to arbitrate shall be by certified mail, courier or by emailed PDF document.

(b) Grievances, replies, and notification shall be deemed to have been presented on the date on which they were certified, and received on the date they were delivered to the appropriate office of the Employer or the Union.

#### **8.5 Dismissal or Suspension Grievances**

In the case of a dispute arising from an employee's dismissal, rejection on probation, suspension or suspension for just cause pending investigation, the grievance may be filed directly at arbitration, within 20 working days of the date on which the dismissal, rejection on probation, or suspension occurred, or within 20 working days of the employee receiving such notice. It is agreed that the parties will continue attempting to resolve the matter prior to the arbitration hearing.

#### **8.6 Deviation from Grievance Procedure**

(a) The Employer agrees that, after a grievance has been initiated by the Union, the Employer's representatives will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee without the consent of the Union.

(b) In the event that, after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through any other channel, then the Union agrees that, pursuant to this article, the grievance shall be considered to have been abandoned.

(c) Where an employee has filed a complaint with the Ombudsman or the Employment Standards Branch, the grievance shall be deemed to be abandoned unless the complaint is withdrawn, in writing, within 45 days of it being filed.

(d) Notwithstanding (b) above, an employee who has filed a complaint with the Human Rights Council shall not have their grievance deemed abandoned through the filing of the complaint.

#### **8.7 Technical Objections to Grievances**

It is the intent of both parties to this agreement that no grievance shall be defeated merely because of a technical error other than time limitations in processing the grievance through the grievance procedure. To this end an arbitration board shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to

determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

#### **8.8 Effective Date of Settlements**

Settlements reached at any step of the grievance procedure in this article, shall be applied retroactively to the date of the occurrence of the action or situation which gave rise to the grievance, but not prior to the effective date of the agreement in effect at the time of the occurrence or the date set by a board of arbitration.

#### **8.9 Amending Time Limits**

The time limits fixed in this grievance procedure may be altered by mutual consent of the parties, but the same must be in writing.

#### **8.10 Employee May Attend**

An employee shall be permitted the necessary time off without loss of pay or benefits to attend to the adjustment of a grievance and may be present at any stage in the grievance procedure if so requested by either party.

### **ARTICLE 9 - ARBITRATION**

#### **9.1 Notification**

(a) Where a difference arising between the parties relating to the interpretation, application, or administration of this agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that a term or condition of this agreement has been violated, either of the parties may, after exhausting the grievance procedure in Article 8 - Grievances, notify the other party within 20 working days of the receipt of the reply at the second step, of its desire to submit the difference or allegations to arbitration.

(b) A submission of such a difference or allegation to arbitration shall be by certified mail or by courier to the other party. Submissions may be via emailed PDF document, however, the sender must forward the original documents by mail within three business days of the transmission. The sender will retain an electronic receipt to prove service.

(c) Where the matter in dispute is a dismissal grievance, the parties shall set a date for the hearing to be held seven weeks from the date that such a hearing is requested.

#### **9.2 Assignment of a Single Arbitrator**

(a) When a party has requested that a grievance be submitted to arbitration, it shall indicate to the other party to the agreement the name(s) of an arbitrator(s) to hear the dispute. Within 10 working days thereafter, the other party shall indicate its agreement to one of the suggested names. If the parties fail to agree upon an arbitrator, the appointment shall be made by the Minister of Labour for the Province of British Columbia.

#### **9.3 Arbitrator Procedure**

The Arbitrator may determine their own procedure in accordance with the relevant legislation and shall give full opportunity to all parties to present evidence and make recommendations. The Arbitrator shall hear and determine the difference or allegation and shall render a decision within 60 days of the conclusion of the hearing.

#### **9.4 Arbitrator Decision**

The decision of the Arbitrator shall be final, binding, and enforceable on the parties. The Arbitrator shall have the power to dispose of a discharge or discipline grievance by any arrangement which it deems just and equitable. However, the Arbitrator shall not have the power to change this agreement or to alter, modify, or amend any of its provisions.

#### **9.5 Disagreement on Decision**

Should the parties disagree as to the meaning of the Arbitrator's decision, either party may apply to the Arbitrator to reconvene and to clarify the decision, which the Arbitrator shall make every effort to do within seven days.

#### **9.6 Expenses of the Arbitrator**

Each party shall pay one-half of the fees and expenses of the Arbitrator.

#### **9.7 Amending Time Limits**

The time limits fixed in the arbitration procedure may be altered by mutual consent of the parties, but the same must be in writing.

#### **9.8 Expedited Arbitration**

(a) All grievances shall be considered suitable for and resolved by expedited arbitration except grievances in the nature of:

- (1) dismissals;
- (2) rejection on probation;
- (3) suspensions in excess of 20 workdays;
- (4) policy grievances;
- (5) grievances requiring substantial interpretation of a provision of this agreement;
- (6) grievances requiring presentation of extrinsic evidence;
- (7) grievances where a party intends to raise a preliminary objection;
- (8) demotions.

By mutual agreement, a grievance falling into any of these categories may be placed into the expedited arbitration process.

(b) The parties shall mutually agree upon single arbitrators who shall be appointed to hear and resolve groups of grievances.

(c) The Arbitrator shall hear the grievances and shall render a decision within two working days of such hearings. No written reasons for the decision shall be provided beyond that which the Arbitrator deems appropriate to convey a decision.

(d) The parties will limit their use of authorities.

(e) The parties will not use outside counsel.

(f) Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.

(g) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.



(h) A grievance determined by either party to fall within one of the categories listed in (a) above, may be removed from the expedited arbitration process at any time prior to hearing and forwarded to a regular arbitration hearing pursuant to Clause 9.2 - Assignment of a Single Arbitrator.

(i) The parties shall equally share the cost of the fees and expenses of the Arbitrator and hearing rooms.

## **ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE**

### **10.1 Burden of Proof**

In all cases of discipline, the burden of proof of just cause shall rest with the Employer.

### **10.2 Dismissal**

The Employer may dismiss any employee for just cause. Notice of dismissal shall be in writing and shall set forth the reasons for dismissal.

### **10.3 Suspension**

The Employer may only suspend an employee for just cause. Notice of suspension shall be in writing and shall set forth the reasons for the suspension.

### **10.4 Dismissal and Suspension Grievance**

All dismissals and suspensions will be subject to formal grievance procedure under Article 8 - Grievances. A copy of the written notice of dismissal or suspension shall be forwarded to the President of the Union within five days of the action being taken.

### **10.5 Right to Grieve Other Disciplinary Action**

(a) Disciplinary action grievable by the employee shall include:

- (1) written censures;
- (2) letters of reprimand;
- (3) adverse reports; or
- (4) adverse employee appraisals.

(b) An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in their file, they shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of their personnel record.

(c) Any such document, (other than formal employee appraisals) and suspensions, shall be removed from the employee's file after the expiration of 24 months from the date it was issued provided there has not been a further infraction.

(d) The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

### **10.6 Employee Appraisal Forms**

(a) Where a formal appraisal of an employee's performance is carried out, the employee shall be given sufficient opportunity to read, review and ask questions about the appraisal. Upon request, the employee will be given three working days to read and review the appraisal.

- (b) The appraisal form shall provide for the employee's signature indicating that the employee has read it.
- (c) An employee appraisal shall not be changed after an employee has signed it, without the knowledge of the employee, and any such changes shall be subject to the grievance procedure of this agreement.
- (d) An employee shall receive a copy of their appraisal upon request.

#### **10.7 Personnel File**

An employee, or the President of the Union or their designate with the written authority of the employee, shall be entitled to review the employee's personnel file(s), both paper and, if applicable, electronic, in the office in which the file is normally kept. The employee or the President, as the case may be, shall give the Employer adequate notice prior to having access to such file(s).

#### **10.8 Right to Have Steward Present**

An employee shall have the right to have their steward present at any discussion in which the employee believes might be the basis of disciplinary action. Where the Employer intends to interview an employee for disciplinary purposes, the Employer shall make every effort to notify the employee in advance of the purpose of the interview in order that the employee may contact their steward, providing that this does not result in an undue delay of the appropriate action being taken. This clause shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.

#### **10.9 Rejection During Probation**

- (a) The Employer may reject any probationary employee. A rejection during probation shall not be considered a dismissal for the purpose of Clause 10.4. The test of just cause for rejection shall be a test of suitability of the probationary employee for continued employment in the position to which they have been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance.
- (b) Where an employee feels they have been aggrieved by the decision of the Employer to reject the employee during the probationary period, they may in accordance with Article 8 - Grievances, grieve the decision within 30 days of receiving the notice of rejection. Such grievance may be filed directly at arbitration in accordance with Clause 8.5.

#### **10.10 Abandonment of Position**

An employee who fails to report for duty for three consecutive workdays without informing the Employer of the reason for their absence will be presumed to have abandoned their position. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not having informed the Employer.

#### **10.11 Personal Opinions**

No employee shall be disciplined for voicing personal opinions outside of work. The Union accepts the fact that the spokespersons for the Society are its duly elected representatives. The Union agrees that all democratically adopted policies of the Student Union of UBC Okanagan shall be publicly supported when called for, in the performance of the employee's duties.

## ARTICLE 11 - SENIORITY

### 11.1 Definition

Seniority is defined as the length of continuous employment with the Employer, calculated from the date of hiring, including time spent on certain types of leave as outlined below.

### 11.2 Use

Seniority shall be used in determining preference for such decisions as layoff, recall, vacation scheduling, allocation of unscheduled hours, and any other articles in the collective agreement where seniority is the determining factor.

### 11.3 Seniority Lists

- (a) A current seniority list for all employees as of December 31<sup>st</sup> will be provided by the Employer to the President of the Union on or before March 31<sup>st</sup> of the following year.
- (b) Whenever blocks of employees are hired on the same day, their seniority shall be determined by random draw of numbers held in their presence.

### 11.4 Accrual of Seniority

Seniority shall continue to accrue for any employees on the following types of leave:

3.11(d)	Time Off for Union Business
18	Annual Vacations
19	Sick Leave
20	Special and Other Leave (except as noted in Clause 11.5 below)
21	Maternity, Parental and Pre-Adoption Leave
22.4(b)(1)	Leave for a Compensable Injury

### 11.5 Maintenance of Seniority

Employees shall not accrue seniority for leave periods over 30 calendar days when on the following types of leave:

- 20.8 - leave without pay (including that for student employees).

### 11.6 Loss of Seniority

An employee shall lose seniority only when:

- (a) voluntarily terminated;
- (b) discharged and not reinstated under the terms of Clause 10.2;
- (c) laid off and not recalled after two years on the recall list under Article 13.

## ARTICLE 12 - JOB POSTINGS

### 12.1 Job Postings

- (a) When a vacancy of a regular nature is to be filled inside the bargaining unit, the Employer shall post notice of the position in the Employer's offices, and on all bulletin boards for a minimum of seven calendar days so that all members will know about the vacancy or new position. The Employer may simultaneously post the position externally.

- (b) The Employer agrees that preference will be given to qualified internal candidates. If no internal candidate meets the requirements of the position it may be filled by an external candidate.

## **12.2 Union Observer**

The President of the Union or designate may, upon an applicant's request, sit as an observer on a selection committee for posted positions within the bargaining unit. The observer shall be a disinterested party.

## **12.3 Information in Postings**

Such notice shall contain the following information: nature of position, qualifications, education, skills and abilities, wage or salary rate or range, and whether the employee is required to use their automobile in the performance of their duties. Such qualifications may not be established in an arbitrary or discriminatory manner.

## **12.4 Role of Seniority on Promotions and Transfers**

The parties hereto agree that promotions and transfers shall be made to the best qualified applicant based on the required qualifications, education, skills and abilities. Where such factors are relatively equal, seniority shall be the deciding factor. Preference will be given to the applicant with the greatest seniority and having the required qualifications.

## **12.5 Trial Period**

When a vacancy is filled by an existing regular employee, conditional on satisfactory service the employee shall be declared permanent after a period of four calendar months. The Employer may, after notifying the Union, extend the period for a further four calendar months. If the employee proves unsatisfactory in the position or wishes to return to their former position, they shall be returned to their former job position and wage/salary rate. Any other employee promoted or transferred because of the rearrangement of positions shall be returned to their former position and wage or salary rate.

## **12.6 Notification of Job Competition Results**

Unsuccessful bargaining unit applicants to posted positions will be notified of the name of the successful applicant. The unsuccessful applicants shall be notified in writing of the reasons why they were unsuccessful if they request such reasons within 14 calendar days of being notified of the name of the successful applicant.

## **12.7 No Reduction in Hours/Loss of Work**

The Employer shall not employ casual employees or utilize volunteers if the effect would be to reduce or limit the number of regular employees; or if the effect would be to reduce or limit the number of hours of work available to regular employees.

## **12.8 Probationary Period**

### **(a) Duration**

The probationary period of all employees, shall be 180 days, commencing the first day of their employment. The steward or union representative shall be present at all reviews, as outlined below.

### **(b) Rights of a Probationary Employee**

During the probationary period, an employee shall be entitled to the rights, privileges, wages and benefits of the corresponding non-probationary employee, as specified in this agreement.

All insured benefits shall commence in accordance with the insurer's policy provided that the waiting period does not exceed 90 calendar days. Benefits requiring a waiting period shall commence upon completion of the waiting period and will not be retroactive to time of hiring.

(c) *Probation Review*

The probationary employee shall be subject to two written reviews before the end of the probation period, conducted by the Employer. The first review shall take place approximately midway through the probationary period. The second review shall take place approximately one week prior to the end of the probationary period. These reviews will evaluate the performance of the employee with respect to the duties, responsibilities and desired qualifications listed in the initial employment notice.

- (1) Based on the results of the final review, the Employer shall determine whether the employee has successfully completed the probationary period.
- (2) Written notification of the results of the final review shall be presented to the employee and the steward within seven days following the review.
- (3) In the event that either review is not carried out, the probationary employee shall be deemed to have successfully completed the probationary period.

**12.9 Regular Positions**

- (a) As part of the hiring process, the Employer shall post all vacancies as they become available, and will provide the Union with both advanced notice, as well as a copy of the posting. Such notices shall contain a statement of duties and responsibilities, classification, desired qualifications and period of employment. Job descriptions drafted by the Employer will also be attached to the job notice when posted.
- (b) Internal employment notices will be kept on file with the Employer and the Union. When it becomes known that a position of employment is or will be open, and the Employer determines the vacancy created will be filled, the General Manager will post the internal employment notice on the union bulletin board and send a copy to the steward. Concurrently, the General Manager shall send copies of the employment notice to all employees on the regular employee's recall list, and all regular employees on leave.
- (c) Any employee who wishes to transfer or recall to the vacant position shall indicate so, in writing, to the General Manager within 10 working days of the first posting.

**ARTICLE 13 - LAYOFF AND RECALL**

**13.1 Layoff**

- (a) There shall be no reduction in the workforce without a corresponding reduction in work required.
- (b) If a reduction of staff or hours is proposed, the Employer shall immediately contact the Union to discuss the proposed layoff.
- (c) Employees shall be laid off in reverse order of their seniority as defined in Article 11. An employee whose position is to be terminated by the layoff process, or whose position is to be reduced in hours shall have the right to displace, or "*bump*", any employee in the same classification, and so on, with less seniority, provided the employee attempting to bump is qualified for the position. The criteria used to determine whether the employee is qualified shall be the same used for the internal hirings. In no event shall successive bumps exceed a two consecutive week period.

(d) If an employee who is to be terminated by the layoff process is unwilling or unable to bump, they shall be laid off and placed on the appropriate recall list. The Employer shall have made every reasonable effort to relocate the laid-off employee in another suitable position.

(e) The Employer shall give notice to the Union of the date of layoff. Any employee who is laid off by termination of position, or by bumping, shall receive one month's pay for each month or partial month that notice is deficient. Required notice shall be:

For temporary layoffs (15 weeks or less)

- (1) for regular employees, one month;
- (2) for students and all other employees, notice shall be given in accordance with the *Employment Standards Act*.

For permanent layoffs (more than 15 weeks)

- (1) for regular employees, four months;
- (2) for students and all other employees, notice shall be given in accordance with the *Employment Standards Act*.

In addition, each such employee shall receive all vacation and benefits owing to them.

### 13.2 Recall

(a) The Employer shall maintain two recall lists; one for regular employees and one for casual employees. An up-to-date copy of each recall list shall be made available to the Union. Each laid off employee shall be placed on the appropriate list and maintained there until recalled, or for

- (1) two years, for regular employees, or
- (2) one year for casual employees.

(b) Employees on each recall list shall be listed and recalled in order of seniority.

(c) Notice of a vacant position shall be made by telephone, or if unsuccessful, by registered mail to the last address of the employee known by the Employer. A copy shall be sent to the union office.

(d) It shall be the responsibility of the employee on the recall list to keep the Employer informed of their current address and telephone number.

(e) Recalled employees shall receive no less than their former salary plus any increments to which the employee has become entitled during the period on the recall list, or by any changes in classification.

### 13.3 Training and Adjustment Period

(a) Employees who assume a new position pursuant to this article will receive job orientation, including, where deemed appropriate by the Joint Union Management Committee, current in-service training, and shall be allowed a reasonable time to familiarize themselves with their new duties.

(b) In those circumstances where an employee is being placed in a regular vacancy, the Joint Union Management Committee shall also consider other training where it is complimentary to current in-service training.

(c) Employees involved in training under this section shall receive their basic pay for the period of training, the cost of tuition and the cost of course-related materials.



## ARTICLE 14 - HOURS OF WORK

### 14.1 Regular Employees

#### (a) *Number of Hours*

Regular employees shall be guaranteed the number of hours per day/week set out in the job description/job posting for their position. This guarantee is subject to change by mutual agreement of the Employer and the Union, and the provisions of Article 13 - Layoff and Recall.

#### (b) *Assignment of Additional Hours - Regular Part-Time Employees*

Where any regular part-time employee(s) wanting work hours additional to their established hours must put their request in writing to the General Manager by March 1<sup>st</sup> of each calendar year. Where additional hours are available, and provided the employee is qualified to perform the work, the Employer will offer such hours, by seniority, to the employee(s) making the request.

#### (c) *Assignment of Additional Hours - Regular Full-Time Employees*

Where any regular full-time employee(s) wanting work hours additional to their established hours must put their request in writing to the General Manager by March 1<sup>st</sup> of each calendar year. Where additional hours are available outside a regular full-time employee's position, provided the employee is qualified in the requested position, the Employer will offer such hours to the employee making the request.

Where more than one employee is qualified, then the work will be offered to such employees in accordance with seniority.

(d) Regular full-time employees will have the right to refuse assignments outside the normal workweek.

### 14.2 Scheduling of Hours

For the purposes of this article, "*day*" means a 24-hour period commencing at 0001 hours, and "*week*" means a period of seven consecutive days beginning at 0001 hours Sunday and ending at 2400 hours the following Saturday.

### 14.3 Hours of Work

Except as otherwise provided, the "*normal workweek*" for employees covered by this agreement shall consist of five consecutive days between Monday and Friday inclusive and the "*workday*" shall be eight hours' duration inclusive of meal periods.

### 14.4 Work Schedules

Where an employee or the Employer proposes a permanent change to the work schedule, of any employee, the proposed change will be brought to the Joint Union Management Committee for discussion prior to the implementation of the change.

### 14.5 Rest Periods

(a) All employees shall have two 15-minute rest periods in each workday in excess of six hours, one rest period to be granted before and one after the meal period.

(b) Employees working a shift of four hours, but not more than six hours, shall receive one rest period during such a shift.

- (c) Rest periods shall be taken without loss of pay to the employees.
- (d) A paid meal period of one-half hour minimum will be scheduled during each full shift and shall be taken away from the work area. Employees required by the Employer to work during their scheduled meal period will have their meal period rescheduled to an alternative time during that shift. Employees whose meal period is not rescheduled will be paid for their meal period at the applicable overtime rate.

#### **14.6 Flexible Work Schedules**

- (a) The Employer shall determine, pursuant to the appropriate statutory authority, when various services are provided (hours of operation), the classifications of positions and the numbers of employees required to provide the services.
- (b) The General Manager will consult with the Union bargaining unit Chairperson in establishing work schedules based upon the hours of work provisions of this article including the following:
  - (1) work schedules shall meet the hours of operation and shall consider unusual or seasonal demands and functionally linked work groups within and without the bargaining unit;
  - (2) work schedule changes, within existing hours of operation, must not result in increased cost to the Employer and where possible shall result in decreased cost to the Employer and/or improved efficiency and/or improved services. The onus of proof shall be on the Employer to prove decreased cost;
  - (3) consideration shall also be given to employee preference, fairness and equity.

#### **14.7 Flextime**

- (a) For the purpose of this agreement, flextime means the hours worked by an employee, or group of employees:
  - (1) whose schedule is determined under Clause 14.6(b); and
  - (2) whose starting and finishing times are other than current practice (as at March 20, 2003); and
  - (3) whose length of workday within a stated maximum number of hours, exceeds eight hours in a day.
- (b) The averaging period shall be 160 hours in a four week period.

#### **14.8 Conversion of Hours**

- (a) *Lieu Days* - where an employee is granted a lieu day pursuant to Clause 16.3 or 16.5, the time off granted will be eight hours per lieu day for a full-time employee and prorated for a part-time employee.
- (b) *Vacation* - where an employee is granted vacation pursuant to Clause 18.2, the annual vacation entitlement shall be converted to hours on the basis of an eight-hour day and vacation taken shall be deducted in accordance with the actual hours of the employee's daily shift in effect at the time the vacation is taken.
- (c) *Designated Paid Holidays* - where an employee is granted a designated paid holiday pursuant to Article 17 - Paid Holidays, the time off granted will be eight hours per designated paid holiday for a full-time employee and prorated for a part-time employee. Where the scheduled workday exceeds eight hours, the resulting difference shall be included in the work schedules established pursuant to Clause 14.6.

**ARTICLE 15 - EMPLOYEE INFORMATION AND CONFIDENTIALITY****15.1 Employee Information**

(a) An employee shall have access to all books and records pertaining to their employment with the Employer. The Employer may add written comment to these. The employee shall be informed within two working days of any addition to these records, and they shall have the right to include their written reply to these as a permanent part of the file. All communication in this file must be signed and dated by the originator.

(b) *Limited Access*

Access to an employee's records shall be limited to the General Manager, the Student Union President, the employee and the steward. Others may be granted access to the records only by mutual agreement of the Employer, the Union, and the employee.

(c) *Personal Information Reporting*

The Employer shall not give any personal information about an employee to anyone without the permission of the employee concerned.

**15.2 Confidentiality**

Where the collective agreement calls for confidentiality on the part of the Employer or the Union, the following shall apply:

(a) *On the Part of the Employer*

The Employer shall restrict the transfer of all information related to the matter to seated members of the Board. If discussion is necessary in a meeting of the Board, it shall be "*in camera*". If legal advice is necessary, a lawyer or other management consultant may be approached. It is understood that the Employer will impress upon such lawyer that the matter remain confidential.

(b) *On the Part of the Union*

The Union shall restrict the transfer of all information related to the matter to members of the Local. If consultation or legal advice is desired, a lawyer and/or representatives of the B.C. Government and Service Employees' Union may be approached. It is understood that the Union will impress upon such people that the matter remain confidential.

**ARTICLE 16 - OVERTIME****16.1 Definitions**

(a) "*Overtime*" - means work authorized in advance by the Employer and performed by an employee in excess of:

- (1) eight hours in a day; or
- (2) for employees working flextime, more than 160 hours in four weeks.

(b) "*Straight-time rate*" - means the hourly rate of remuneration.

(c) "*Time and one-half*" - means one and one-half times the straight-time rate.

(d) "*Double-time*" - means twice the straight-time rate.

- (e) *"Double-time and one-half"* - means two and one-half times the straight-time rate.

#### **16.2 Recording of Overtime**

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

#### **16.3 Overtime Compensation**

Employees shall be paid at time and one-half for the first two hours of any overtime situation and double-time thereafter. Should an employee working flextime work more than 160 hours in a four-week period, overtime shall be calculated on a weekly basis. It is understood that time off in lieu of overtime pay may be taken in accordance with Clause 16.5 below.

#### **16.4 Right to Refuse Overtime**

Employer requests for overtime must be made by the General Manager. Except in emergency situations, an employee has the right to refuse such a request, without being subject to disciplinary action for so refusing.

#### **16.5 Time Off in Lieu of Overtime Pay**

An employee who works overtime may, in lieu of overtime pay, opt for equivalent time off. They must give notification of this choice to the General Manager no less than five working days in advance of taking such time off. The time taken off must be mutually agreeable to the Employer and the employee.

#### **16.6 Paid Meal Periods**

An employee requested to work overtime beyond their regular workday shall be allowed a half-hour meal period paid at overtime rates, provided that:

- (a) such overtime is in excess of two hours; and
- (b) not more than one hour has elapsed between the end of their regular workday and the start of the overtime.

The meal period may be taken before, during or after the overtime, subject to mutual agreement between the Employer and the employee.

#### **16.7 Call-in**

An employee called into work after completing a regular day's work, on a regular day off, or during their vacation, or before the commencement of their regular workday, shall be paid overtime rates for a minimum of four hours.

#### **16.8 Scheduling Provision**

Except for staff on flextime, an employee required to work overtime beyond their regular workday shall be entitled to 12 hours clear between the end of the overtime and the start of their next workday. If 12 hours are not provided, they shall be paid at overtime rates for the following day.

#### **16.9 Overtime Worked on a Paid Holiday**

An employee who has agreed to work on a paid holiday shall be paid according to Clause 17.4 - Work on Paid Holidays for the length of their regular working day, and double that rate thereafter.

**16.10 No Layoff to Compensate for Overtime**

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

**16.11 Overtime for Part-Time Employees**

- (a) A part-time employee working less than the normal hours per day of a full-time employee, and who is required to work longer than their regular workday, shall be paid at the rate of straight-time for the hours so worked, up to and including the normal hours in the workday of a full-time employee.
- (b) A part-time employee working less than the normal days per week of a full-time employee, and who is required to work other than their regularly scheduled workdays, shall be paid at the rate of straight-time for the days so worked up to and including the normal workdays in the workweek of a full-time employee.
- (c) Overtime rates shall apply to hours worked in excess of (a) and (b) above.

**ARTICLE 17 - PAID HOLIDAYS****17.1 Definition**

All regular employees are entitled to receive paid statutory holidays under this article. Casual and student employees are entitled to these paid holidays if they have worked 15 of the last 30 calendar days preceding the statutory holiday.

**17.2 Recognized Holidays**

- (a) The Employer recognizes the following holidays:

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

- (b) The Employer agrees to recognize any additional holidays declared by the government of Canada or the government of British Columbia, or designated by the University or the Student Union of UBC Okanagan.
- (c) The parties recognize the multicultural aspect of our Society and as such, recognize the religious holidays of any religion that is actively practised by an employee. To that end, the Union and the Society shall mutually agree which days shall be recognized as paid holidays for such employees.

**17.3 Other Holidays**

- (a) For each other holiday, one weekday shall be designated a paid holiday. Normally, this would be:
  - (1) on the holiday, if it falls on a weekday; or
  - (2) on an adjacent weekday, if it falls on a weekend; and
  - (3) by mutual agreement.
- (b) However, if the Employer believes that such a scheduling would disrupt the provision of services in an unusual manner, an alternate day may be designated by mutual agreement.
- (c) When any of these paid holidays fall on an employee's scheduled day off, they have the option to receive holiday pay or to take equivalent paid time off.



Time off must be taken within 12 months of the paid holiday. The employee may determine when to take the time off, subject to the approval of the General Manager. Such approval shall not be unreasonably withheld.

#### 17.4 Work on Paid Holidays

- (a) No employee shall be required to work on a paid holiday.
- (b) If an employee is required to work on the paid holiday or on the designated lieu day, they shall be compensated at double-time rate.
- (c) An employee who works on a designated holiday which is not a scheduled workday shall be considered to have worked overtime and shall receive their regular day's pay, and shall receive additional compensation at the rate of time and one-half for all hours worked; except for Christmas Day when the additional compensation shall be at the rate of double-time for all hours worked.

#### 17.5 Official Institution Closure

- (a) It is recognized that there are institution closures each year for reading breaks and Christmas break. Should regular employees be required to work during institution closures, they will be paid at their regular rate of pay and be granted the equivalent number of days off with pay at another mutually agreed time within the next 12 months. Regular employees not required to work during Christmas shutdown and reading breaks will be paid at straight-time for days of institution closures. There is a cumulative maximum entitlement of 15 days paid days or lieu days per calendar year for each regular employee under this clause.
- (b) Should the Institution, or the Student Union's offices, be officially closed temporarily due to environmental conditions, utility disruptions, acts of God or other reasons beyond the control of the employees covered by this agreement, each normal workday during such a closure shall be a paid holiday.

### ARTICLE 18 - ANNUAL VACATIONS

#### 18.1 Vacation Year

"*Vacation Year*" - for the purposes of this article, a vacation year shall be the calendar year commencing January 1<sup>st</sup> to December 31<sup>st</sup> inclusive.

#### 18.2 Regular Full-Time Employees' Vacation Entitlement

Regular full-time employees shall be entitled to an annual vacation with pay on the following basis:

##### (a) *First Calendar Year of Employment*

During their first calendar year of service, an employee shall receive one and one-quarter working days' vacation for each month worked, with the right to take days as they are accumulated.

##### (b) *Subsequent Calendar Years of Employment*

Years of Service	Vacation Entitlement
2 to 5	3 weeks
5 to 10	4 weeks
10 to 13	5 weeks
After 13	1 additional day for each year to a maximum of 6 weeks

This vacation time may be used at any time within the calendar year.

(c) *Vacation Entitlement Carryover*

At the end of each calendar year an employee may carry over up to two weeks of unused vacation time to the next calendar year, on a non-cumulative basis. This carried over vacation time may be used at any time following the year in which it was earned.

(d) Regular part-time employees shall be entitled to annual vacation on a pro rata basis as above.

**18.3 Split Vacations**

An employee may take vacation in broken periods with the approval of the Employer. No reasonable request shall be denied.

**18.4 Mandatory Vacation**

Starting with the second year of employment, an employee must take two weeks' vacation time off, or one-half their vacation time owing, whichever is less.

**18.5 Termination**

If an employee is terminated, or laid off, or if an employee terminates employment, their vacation entitlement shall be prorated to the actual time worked in that employment year. If the employee has exceeded this prorated allotment, the difference shall be deducted from the final paycheck prior to termination or layoff.

**18.6 Vacation Schedules**

(a) Employees shall submit their vacation request to the General Manager on or before May 1<sup>st</sup> of each year. The approved vacation schedule will be posted May 15<sup>th</sup>.

(b) An employee who does not exercise their seniority rights, within two weeks of receiving the vacation schedule, shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.

(c) The Employer shall advise employees with outstanding and/or unscheduled vacation not booked by November 1<sup>st</sup> that such outstanding vacation time must be taken or booked prior to December 31<sup>st</sup>. In the event that an employee still has not taken or scheduled the mandatory vacation within the calendar year, nor has obtained written approval to waive the written stipulation, the Employer will schedule such outstanding vacation entitlement prior to the end of the year.

**18.7 Conflict in Vacation Scheduling**

Vacations shall be scheduled on the basis of seniority where there is a conflict of scheduling between employees.

**18.8 Compensation for Holidays Falling Within Vacations**

An employee shall be granted an additional day's vacation with pay for any paid holiday that is observed during their vacation.

**18.9 Vacation Schedule Changes**

Vacation schedules, once approved by the Employer, shall not be changed, other than in cases of emergency, except by mutual agreement between the employee and the Employer.

**18.10 Approved Leave of Absence With Pay During Vacation**

When an employee qualifies for bereavement leave or sick leave during their vacation period, there shall be no deduction from the vacation credits for such leave. In the case of sick leave, a note from a physician shall be required. The period of vacation so displaced shall be taken at a mutually agreed time. An employee intending to claim displaced vacation leave must advise the Employer and provide necessary documentation within seven days of returning to work.

**18.11 Callback on Vacation**

Employees who have commenced their annual vacation shall not be called back to work, unless they agree. If the employee agrees, then for the work done during the former vacation period, the employee shall be paid at straight-time, and in addition may choose:

- (a) to reschedule the time off; or
- (b) to receive the equivalent in time off pay.

If the employee chooses to reschedule, they may determine when to take the time off, subject to the approval of the General Manager. Such approval shall not be unreasonably withheld.

**ARTICLE 19 - SICK LEAVE****19.1 Sick Leave***Definition*

"Sick Leave" - is defined as an absence from work because of sickness, disability, quarantine, rehabilitation, accidents for which Workers' Compensation is not payable under the *Workers Compensation Act*, or medical treatment necessitated by any of the above. Such leave shall be granted with full pay.

**19.2 Regular Employees**

- (a) Upon commencement of employment, or upon return to work from a leave of absence without pay or extended parenting leave, regular employees shall receive sick leave credits totalling one and one-half days for each month of their incomplete calendar year of employment, prorated for part-time employees.
- (b) For each subsequent full calendar year of employment, regular employees shall receive sick leave credits totalling 18 days, prorated for regular part-time employees.

The formula for prorating of benefits for regular part-time regular employees is as follows:

$$\frac{\text{Scheduled hours per week}}{\text{Full-time hours} = 40} \times \text{full-time entitlement} = \text{part-time entitlement}$$

**19.3 Sick Leave Accumulation**

Regular employees shall accrue sick days at 1.5 days per month totalling 18 days per year. At the end of each calendar year, 100% of the employee's unused credits shall be carried forward to a maximum of 125 days and placed into the employee's sick bank. Upon request an employee will be advised of their sick leave credits.

**19.4 Medical Certificate**

The Employer may require a medical certification for continuous absences of three days or more. The Employer shall pay the cost of obtaining the medical certificate.

**19.5 Sick Leave Records**

Employees shall have access to their sick leave credit records. Upon commencement of employment of a regular employee, and immediately after the beginning of each calendar year thereafter, the Employer shall inform the employee, in writing, of the sick leave credits to which they are entitled.

**19.6 No Loss or Severance**

No employee shall be severed or lose benefits because of illness. Seniority and vacation entitlements shall continue to accrue during sick leave. Medical and dental plan entitlements and child care benefits will be maintained.

**ARTICLE 20 - SPECIAL AND OTHER LEAVE**

The Employer agrees that leave as outlined below will be granted with pay to regular employees, unless otherwise specified herein. If an employee is on vacation or leave and becomes eligible for special leave as outlined in this article, they shall be granted such leave and shall be credited with the appropriate number of vacation credits, and this will not be charged to other accrued time off.

**20.1 Requests**

Request for Special Leave shall be submitted to the General Manager a minimum of two weeks before such leave shall be taken except where extenuating circumstances do not permit. Extenuating circumstances shall include but not be limited to domestic crises, illness in the family, and compassionate leave.

**20.2 Court Duty as a Juror or Witness**

Such leave shall be granted for the actual time an employee is required to be in attendance at court plus a reasonable amount of travelling time. If the employee receives remuneration for Court Duty, such remuneration shall be turned over to the Employer.

**20.3 Domestic Crisis and Illness in the Family**

Such leave shall be granted to a maximum of five days per occurrence, and to a maximum of 10 days per year. Additional paid leave under this clause shall be granted upon the mutual agreement of the Union and the Employer.

**20.4 Bereavement Leave**

- (a) In the case of bereavement in the family, an employee shall be entitled to a special leave to a maximum of five days to and including the day of the funeral. If necessary, such leave shall include reasonable travel time.
- (b) Leave of absence not normally exceeding one day, with pay, will be granted to attend a funeral for someone other than a family member, upon notification to the Employer.
- (c) The employee shall notify the Employer prior to taking bereavement leave.

## 20.5 Mourner's Leave

Where the family of a deceased employee requests pallbearers from the Union, such leave shall be granted, if required, for a number of employees arrived at by mutual agreement.

## 20.6 Family Defined

Family is defined for the purposes of this article as follows:

parent*	spouse (including common-law)
brother*	sister*
in-laws	child*
grandchild*	grandparent*
fiancé	guardians (including former)
ward	same sex partner

*\*including step-relatives*

or any person with whom the employee shares the same domicile and/or an intimate relationship, close friends, or for whom the employee is required to administer bereavement responsibilities.

## 20.7 Personal Leave

Regular employees may take one paid personal leave day per calendar year. Employees must inform the Employer before taking personal leave.

## 20.8 General Leave

(a) Notwithstanding any provision for leave in this agreement, the Employer may grant a leave of absence without pay to an employee requesting leave. A leave of absence request may also be granted for any other reason. All requests and approvals for leave shall be in writing. In cases of emergency the written leave request may be submitted retroactively. Upon request, the Employer will give written reasons for withholding approval.

(b) Requests for leave of absence for employees who practise non-Christian religious or spiritual observances shall be made under this clause.

(c) Upon return from leave of absence the employee will be placed in their former or an equivalent position provided such a position exists. In the event that no such position exists then the employee will be given notice of layoff.

## 20.9 Compassionate Leave

An employee will be granted a compassionate care leave of absence in accordance with the *Employment Standards Act* without pay for up to 27 weeks to care for a gravely ill family member. In order to be eligible for this leave, the employee must provide a medical certificate as proof that the ill family member needs care or support and is at risk of dying within 52 weeks.

A regular employee who is granted a compassionate care leave of absence to care for a gravely ill family member shall be entitled to the benefits as follows:

(a) The eligible employee's BC medical, dental plan, extended health plan, LTD and group life insurance benefits coverage will continue for the duration of the compassionate care leave, to a maximum of 27 weeks.

(b) Compassionate care leave, up to a maximum of 27 weeks, shall be treated as continuous employment for the purposes of seniority accrual under this agreement.



- (c) An employee who owns a regular position and returns to work following a leave granted under this provision shall be returned to the regular position providing the position still exists.

#### **20.10 Health and Welfare Benefits While on Unpaid Leave of Absence**

The Employer will continue to pay its share of the applicable health and welfare benefits for a maximum of 20 work shifts in any calendar year. For any leave of absence or accumulation of leaves of absence in excess of 20 work shifts in any calendar year, benefit coverage may be continued by the employee, provided the employee pays, in advance, the monthly cost of all the benefit premiums to the Employer in accordance with the procedures outlined by the Employer and the plan permits this.

#### **20.11 Leaves of Absence for Full-Time Public Duties**

- (a) The Employer recognizes the rights of an employee to participate in public affairs. Therefore, providing 30 days' notice and upon written request, the Employer shall allow leaves of absence of up to six months without pay but without loss of benefits so that the employee may be a candidate in federal, first nation, provincial or municipal elections.
- (b) An employee who is elected to public office shall be allowed leave of absence during their term of office for a period of up to two years. The employee so elected shall give one month's notice. Seniority shall remain at its achieved level. The employee shall be allowed to continue with all of the benefits plans of this agreement, and they shall pay the full premium of these plans. Further leave shall be granted by mutual consent. An employee returning from such leave shall be entitled to return to work.

#### **20.12 Leave for Writing Examinations**

Leave of absence with pay shall be granted to allow employees time to write examinations for courses approved by the Employer. Employees shall advise the Employer of the time and place of the examination when they are made aware of the time and place.

#### **20.13 Leave for Taking Courses**

- (a) An employee shall be granted leave with pay to take courses at the request of the Employer. The Employer shall bear the full cost of the course, including tuition fees, entrance or registration fees, laboratory fees, and course-required books, necessary travelling and subsistence expenses, and other legitimate expenses where applicable. Fees are to be paid by the Employer when due.
- (b) If a regular employee wishes to take, at any accredited institution, a course that is not related to their work, the Employer shall grant leave without pay for up to five hours per week to attend the course and write examinations in it. The employee shall have the option to reschedule the time spent in class as paid time.

#### **20.14 Employee Education and Development Leave**

The following shall apply to all educational leave:

- (a) Whenever the Employer becomes aware of a potential opportunity for educational leave for any member of the bargaining unit, the Employer will make a reasonable effort to inform the member(s) of the bargaining unit.
- (b) All requests for educational leave shall be made in writing and shall be forwarded to the General Manager. All such requests shall contain a statement of the anticipated benefits that the employee(s) expect to receive as a result of the leave.
- (c) The Employer shall determine whether an educational program is beneficial to both the Employer and the employee. Such programs shall include, but not be limited to:

- (1) health and safety programs;
  - (2) the conferences and general meetings of the Canadian Federation of Students;
  - (3) the conferences and general meetings of organizations concerned with the policy, economics, social organization or practice of education;
  - (4) courses, conferences, and meetings relevant to the Student Union and its services.
- (d) If a request for educational leave is not approved, the Employer shall within 48 hours of this decision, forward a written statement of the reason(s) that the leave is being withheld to the employee(s) requesting the leave.
- (e) If a request for educational leave is approved, upon successful completion of the course the Employer shall bear the full cost of the course, including tuition fees, entrance or registration fees, laboratory fees and course-required books, necessary travelling and subsistence expenses and other legitimate expenses where applicable.

#### **20.15 Elections**

Any employee eligible to vote in a federal, first nation, provincial, or municipal election or a referendum shall have three or four consecutive clear hours, as prescribed by the applicable statute, during the hours in which the polls are open in which to cast their ballot.

#### **20.16 Leave for Medical and Dental Care**

Where it is not possible to schedule medical and/or dental appointments or appointments with a registered midwife outside regularly scheduled working hours, reasonable time off for such appointments for employees or for dependent children shall be permitted, but where any such absence exceeds two hours, the time in excess of two hours shall be deducted from the employee's sick leave bank.

#### **20.17 Donor Leave**

An employee shall be granted the necessary leave of absence with pay for the purpose of donating bone marrow or an organ.

#### **20.18 Other Religious Observances**

- (a) Employees who are members of non-Christian religions are entitled to up to two days' leave without pay per calendar year to observe spiritual or holy days. Such leave shall not be unreasonably withheld.
- (b) A minimum of two weeks' notice is required for leave under this provision. Where two weeks' notice is not possible due to the unpredictable nature of the spiritual or holy days, then as much notice as possible shall be provided.
- (c) Employees granted leave under this provision may utilize or reschedule CTO, unused vacation or lieu days.

### **ARTICLE 21 - MATERNITY, PARENTAL AND PRE-ADOPTION LEAVE**

#### **21.1 Maternity Leave**

- (a) The employee will be granted leave for a period not longer than 17 consecutive weeks.

- (b) The period of maternity leave will commence not earlier than 13 weeks before the expected date of delivery and end no later than 17 weeks after the leave begins.
- (c) A request for shorter period under Article 21.1(b) must be given in writing to the Employer at least one week before the date that the employee indicates they intend to return to work, and the employee must furnish the Employer with a certificate of a qualified medical practitioner stating that the employee is able to resume work.
- (d) The Employer will, upon the request of the employee, modify the commencement of maternity leave for any period approved in writing by a qualified medical practitioner.
- (e) An employee may be required to commence a maternity leave where the duties of the employee cannot reasonably be performed because of the pregnancy and to continue the leave of absence until the employee provides a certificate from a qualified medical practitioner stating that they are able to perform their duties. However, where practical, the Employer will provide the employee with an opportunity to continue employment with appropriate alternative duties, before requiring an employee to take a leave of absence.
- (f) Maternity leave may be extended for up to an additional six months for health reasons where a qualified medical practitioner's certificate is presented.

## **21.2 Parental Leave**

- (a) Upon application, an employee will be granted leave of absence following the birth or adoption of the employee's child. The employee will have to furnish a medical certificate or other evidence stating the date of birth of the child or, where applicable, proof of adoption.
- (b) Upon application, employees will be granted parental leave as follows:
  - (1) in the case of the birth mother, up to 61 consecutive weeks commencing immediately following the end of the maternity leave under Article 21 - Maternity, Parental and Pre-Adoption Leave,
  - (2) in the case of the birth father or the common-law partner of the birth mother, including a same-sex partner, up to 62 consecutive weeks commencing within the 78-week period following the birth of the child,
  - (3) in the case of an adopting parent, up to 62 consecutive weeks commencing within the 78-week period following the date the adopted child comes into the actual care and custody of the parent or within the two-week period preceding the date the adopted child comes into the actual care and custody of the parent.
- (c) If the child suffers from a physical, psychological, or emotional condition, the employee is entitled to an additional period of parental leave of up to five weeks. The employee's qualified medical practitioner or the agency that placed the child must certify that such an additional period of parental leave is required.

## **21.3 Benefit Waiting Period**

Where an employee is entitled to and takes leave pursuant to Clauses 21.1 and/or 21.2 and is required by Employment Insurance to serve a two-week waiting period for Employment Insurance Maternity/Parental benefits, the employee will be entitled to a leave of two weeks without pay immediately before leaves pursuant to Clauses 21.1 and 21.2 as the case may be. This leave is for the express purpose of covering the Employment Insurance benefit waiting period.

#### 21.4 Benefit Waiting Period Allowance

An employee who qualifies for and takes leave pursuant to Clause 21.3, shall be paid a leave allowance equivalent to two weeks at 85% of the employee's basic pay.

#### 21.5 Maternity Leave Allowance

(a) An employee who qualifies for maternity leave pursuant to Clause 21.1, shall be paid a maternity leave allowance in accordance with the Supplementary Unemployment Benefit (SUB) Plan. In order to receive this allowance, the employee must provide to the Employer, proof that they have applied for and is eligible to receive employment insurance benefits pursuant to the *Employment Insurance Act*. An employee disentitled or disqualified from receiving employment insurance benefits is not eligible for maternity leave allowance.

(b) Pursuant to the Supplemental Unemployment Benefit (SUB) Plan, the maternity leave allowance will consist of 15 weekly payments equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and 85% of the employee's basic pay.

#### 21.6 Parental Leave Allowance

(a) An employee who qualifies for parental leave pursuant to Clause 21.2, shall be paid a parental leave allowance in accordance with the Supplemental Unemployment Benefit (SUB) Plan 2. In order to receive this allowance, the employee must provide to the Employer proof of application and eligibility to receive employment insurance benefits pursuant to the *Employment Insurance Act*. An employee disentitled or disqualified from receiving employment insurance benefits is not eligible for parental leave allowance.

(b) Pursuant to the Supplemental Unemployment Benefit (SUB) Plan and subject to leave apportionment pursuant to Clause 21.2(b), the parental leave allowance will consist of a maximum of 35 weekly payments, equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and 75% of the employee's basic pay.

#### 21.7 Pre-Placement Adoption Leave

Upon request and with appropriate documentation, an employee is entitled to pre-adoption leave without pay of up to seven weeks (245 work hours) per calendar year with an allowance of 85% of their basic pay during the leave period.

The leave may be taken intermittently and only for the purpose of:

- (a) attending mandatory pre-placement visits with the prospective adoptive child;
- (b) to complete the legal process required by the child's or children's country for an international adoption while the employee is in that country.

Leave under this provision will end with the placement of the adoptive child(ren) and may not be used for an employee to travel.

Pre-placement visits are not normally required where the adoption is a direct placement. Examples of direct placement adoptions are:

- (c) adoptions by a family member;
- (d) adoptions by the partner of a birth parent; and
- (e) adoptions by foster parents if the child or children were living with the foster parents immediately before the adoption process.



**21.8 Benefits Continuation**

- (a) For leaves taken pursuant to Clauses 21.1, 21.2, 21.3, and 21.7 the Employer shall maintain coverage for medical, extended health, dental and group life, and shall pay the Employer's share of these premiums.
- (b) Notwithstanding (a) above, should an employee be deemed to have resigned in accordance with Clause 21.9 or fail to remain in the employ of the Employer for at least six months or a period equivalent to the leave taken at (a) above, whichever is longer, after their return to work, the Employer will recover monies paid pursuant to this clause, on a pro rata basis.

**21.9 Deemed Resignation**

An employee shall be deemed to have resigned on the date upon which leave pursuant to Clauses 21.1, 21.2, 21.3 or 21.7 commenced unless they advised the Employer of their intent to return to work one month prior to the expiration of the leave taken pursuant to Article 21 - Maternity, Parental and Pre-Adoption Leave or if they do not return to work after having given such advice.

**21.10 Entitlements Upon Return to Work**

- (a) An employee who returns to work after the expiration of maternity, parental, or pre-adoption leaves shall retain the seniority the employee had accumulated prior to commencing the leave and shall be credited with seniority for the period of time covered by the leave.
- (b) On return from maternity, parental, or pre-adoption leaves, an employee shall be placed in the employee's former position or in a position of equal rank and pay.
- (c) Vacation entitlements and vacation pay shall continue to accrue while an employee is on leave pursuant to Clause 21.1 and its waiting period providing the employee returns to work for a period of not less than six months, and vacation earned pursuant to this clause may be carried over to the following year.
- (d) Employees who are unable to complete the return to work period in (c) as a result of proceeding on maternity, parental or pre-adoption leave shall be credited with their earned vacation entitlements and vacation pay providing the employee returns to work for a period of not less than six months following the expiration of the subsequent maternity, parental or pre-adoption leave.

**21.11 Maternity and/or Parental and/or Pre-Adoption Leave Allowance Repayment**

- (a) To be entitled to the maternity, parental, benefit waiting period and/or pre-adoption leave allowances pursuant to 21.4, 21.5, 21.6 and/or 21.7, an employee must sign an agreement that they will return to work and remain in the Employer's employ for a period of at least six months or equivalent to the leaves taken, whichever is longer, after their return to work.
- (b) Should the employee fail to return to work and remain in the employ of the Employer for the return to work period in (a) above, the employee shall reimburse the Employer for the maternity, parental, benefit waiting period and/or pre-adoption leave allowance received under Clauses 21.4, 21.5, 21.6 and/or 21.7 above on a pro rata basis.

**21.12 Benefits Upon Layoff**

Regular employees who have completed three months of service and are receiving an allowance pursuant to Clause 21.4, 21.5 and/or 21.6 shall continue to receive that allowance upon layoff, until the allowance has been exhausted, provided the notice of layoff is given after the commencement of the leave.



## ARTICLE 22 - HEALTH, SAFETY AND ENVIRONMENT

The Employer acknowledges its responsibility to make all reasonable and proper provisions for the maintenance of high standards of health and safety in the workplace, including a properly heated, ventilated and lighted working environment that is as free as possible of pollution.

### 22.1 Health and Safety Committee

(a) A health and safety committee shall be established at the call of either party and it shall consist of one representative of the Union and one representative from the Employer.

(b) *Function*

The function of the Health and Safety Committee shall be to jointly consider, monitor, inspect, investigate and/or review health and safety conditions and practices. Upon the recommendation of this committee, the Employer shall provide and maintain the appropriate monitoring equipment for detecting and recording potential and/or actual health or safety hazards in the workplace.

(c) *Access to the Workplace*

Union staff or union health and safety advisors or consultants shall be provided access to the workplace, if required, to attend health and safety committee meetings or for inspecting, investigating or monitoring the workplace, at the request of the Union. Each party agrees to advise the other of any real or potential health or safety problems it is investigating. It is understood that the Employer can exercise the same right of access to health and safety advisors and/or consultants.

(d) *Meetings*

Committee meetings shall be scheduled during normal working hours whenever practicable. Time spent by designated committee members attending meetings held on their days of rest or outside their regularly scheduled hours of work shall not be considered time worked, but such committee members shall receive equivalent time off at straight-time.

(e) *Failure to Implement*

The Employer's failure to implement a recommendation of the Health and Safety Committee shall be a violation of this agreement and therefore subject to the Grievance Procedure.

(f) The Employer agrees to adopt policies and practices which seek to protect the global environment including the maintenance of a recycling program and limiting the use of environmentally hazardous products.

### 22.2 Pay & Time Off Provisions

(a) *Health & Safety Committee Pay Provisions*

Time spent by the union representative on the Health and Safety Committee attending committee meetings, job site inspections or accident investigations, shall be considered as time worked and shall be paid for in accordance with the terms of this agreement.

(b) *Health & Safety Training*

The union representative to the Health and Safety Committee shall be entitled to Educational Leave to attend seminars, workshops, and/or training sessions sponsored by the Union or a government agency or department for instruction and/or upgrading on health and safety matters. Such leave shall be granted by mutual agreement.

### 22.3 Proper Training

Any employee required to work on a job and/or operate any piece of equipment shall receive proper training and instruction at the expense of the Employer to ensure health and safety of the employee and/or the safe operation of the equipment. The Employer shall grant, upon written request of an employee, health and safety leave for training and instruction, not available by on-the-job training, to further ensure the health and safety of the employee and the safe operation of equipment. Such training and instruction shall take place within a reasonable period of time without reduction of hours of work or rates of pay.

### 22.4 Rights of Employees

#### (a) *Right to Refuse and No Disciplinary Action*

No employee shall be discharged, penalized or disciplined for refusing to work on a job or in any workplace or to operate any equipment where they have grounds to believe that it would be physically unsafe or unhealthy to do so, or where it would be contrary to the applicable federal, provincial or municipal health and safety legislation or regulations, or where such work would result in the pollution of the environment. There shall be no loss of pay or seniority during the period of refusal. No employee shall be ordered or permitted to work on a job or operate a piece of equipment where another worker has refused until the matter has been investigated by the Health and Safety Committee and the matter has been satisfactorily resolved.

#### (b) *Injury Pay Provisions*

An employee who is injured in the execution of their duties and is required to leave for treatment or is sent home as a result of injury shall receive payment for the remainder of their workday at their regular rate of pay without reduction of sick leave. Upon return to work, an employee shall receive their regular pay and benefits for time spent for further medical treatment of the injury, during regularly scheduled working hours, subsequent to the day of the accident.

##### (1) *Compensable Injury*

An employee who has incurred a compensable injury shall have pay and benefits maintained until the Workers' Compensation Board benefits come into effect.

##### (2) *Non-Compensable Injury*

A regular employee who has incurred a non-compensable injury shall be entitled to sick leave and benefits.

#### (c) *Transportation of Accident Victims*

Transportation to the nearest physician or hospital for employees requiring emergency medical care as a result of an accident, in the performance of their duties, shall be at the expense of the Employer.

### 22.5 Responsibilities of the Employer

#### (a) *Safety and Health Records, Reports and Data*

The Employer shall provide the Union with copies of all accident reports and other health and safety record in the possession of the Employer.

#### (b) *Protective Equipment*

The Employer agrees, where the nature of the work or working conditions so require, to supply the employee(s) at the Employer's expense, with all necessary tools, protective clothing, safety equipment

and other protective devices, which shall be maintained and replaced, where necessary, at the Employer's expense.

(c) *First Aid Equipment*

The Employer shall provide and/or maintain such first aid equipment as required by the Workers' Compensation Board or as specified by the Health and Safety Committee. The location of such equipment shall be made known to each employee. Wherever practical, first aid equipment shall be located and marked so as to be visible to the general public.

## **22.6 Workers' Compensation and Liability Insurance**

The Employer shall provide and/or maintain Workers' Compensation and liability insurance, and the Employer shall comply with all applicable federal, provincial and municipal health and safety regulations and legislation.

(a) An employee who is prevented from performing their regular work with the Employer on account of an occupational accident or illness which is covered by Workers' Compensation shall receive from the Employer the difference, if any, between the amount received from the Workers' Compensation Board and their regular rate of pay. Pending the acceptance of the insurable claim, the employee shall continue to receive the full pay and benefits of this agreement. In order to receive this "*top-up*", the employee shall assign their compensation cheque to the Employer. In return, the Employer shall indicate the amount received from the Compensation Board on the employee's Income Tax (T4) form.

(b) An employee receiving payment for compensable injury under Workers' Compensation shall accumulate seniority and shall be entitled to all benefits under this agreement. While on Workers' Compensation, the Employer shall continue to pay all premiums for the employee for all benefit plans.

(c) If the laws and regulations pertaining to taxation of benefits under this article change, this article may be reopened upon request of either party.

(d) When an employee receiving Workers' Compensation Board benefits is deemed fit to return to work by a medical practitioner, and is requesting accommodation, the Employer shall review such a request.

(e) An employee who is no longer deemed to have a compensable injury shall be placed in their former or equivalent position.

## **22.7 Health and Safety Grievances**

Nothing in this article shall preclude an employee, group of employees or the Union from filing an individual or group grievance under this agreement for violation of this article. Where the grievance involves a question of the general application or interpretation of this article, Step 1 and Step 2 of this grievance procedure may be bypassed at the discretion of either party.

## **22.8 Computer Safety**

The Employer and the Union recognize that any introduction of computer technology creates health and safety concerns that are difficult to resolve, in part because of the limitations of what is known about long-term effects. Both parties acknowledge a desire to maintain a high level of standards, and agree that the Health and Safety Committee may establish higher standards than those referred to in this article. The term "*computer systems*" refers to hardware, software, related peripherals, furniture, and equipment used in any process involving computers.

(a) *Introduction of Computer Systems*

No computer system, or individual units or components thereof, or any change in their function and operations will be introduced without prior negotiation and agreement with the Union.

(b) *Standards*

The Health and Safety Committee will establish minimum health and safety standards.

(c) *Eye Examinations*

An employee who normally works with a display terminal shall have an eye examination upon employment and yearly thereafter, paid for by the Employer. The Union shall be provided with a copy of the results. Either party may, at its own expense, require a different doctor to perform a second examination. In all cases, the choice of doctor shall be determined by mutual agreement between the Employer and the Union. The Employer agrees to pay for corrective actions when, in the opinion of the doctor(s), such actions are necessary to correct or prevent damage caused in full or in part, by the employee's use, at work, of a display terminal.

(d) *Alternate Work Assignment*

Employees working with computer systems shall have a 20 minute period of alternate work from terminal use during every hour worked in front of a screen (40 minutes on, 20 minutes off).

(e) *Pregnancy Transfer*

Any pregnant employee shall be offered alternate employment during the term of their pregnancy without loss of hours, wages or benefits. The General Manager and the steward, in consultation with affected staff, shall ensure that such alternate employment is found. Where possible, such alternate employment will be created by a temporary job-sharing arrangement with other staff functions.

## **ARTICLE 23 - TECHNOLOGICAL AND OTHER CHANGES**

The purpose of the following provisions is to preserve job security and stabilize employment and to protect employees from loss of employment.

### **23.1 Definition of Displacement**

Any employee shall be considered displaced by technological change when their services shall no longer be required in the same capacity or for the same number of hours as a result of a change in a process or method of operation, or a change in office procedures or equipment diminishing the total number of employees required to operate the department in which they are employed.

### **23.2 Notice**

Before such changes come into effect, the Employer will provide the Union with at least four months' notice of intention to introduce automation, equipment or procedures which might result in hours of work or changes in job classification. Such notice shall be in writing and include all of the following:

- (a) The nature of the proposed change.
- (b) The date upon which the Employer proposes to effect the change(s).
- (c) The employees who are likely to be affected by the change.
- (d) The effect that the change is expected to have on working conditions and terms of employment.
- (e) All other pertinent data relating to the anticipated effects on the employees.

### **23.3 Employee Rights**

In the event that an employee is displaced by technological, automation, or other changes, the following measures shall be taken:

- (a) An employee who is rendered redundant or displaced from their job as a result of such changes shall have an opportunity to fill any vacancy for which they have seniority and which they are able to perform after being given a reasonable training period to acquire the necessary knowledge or skills, at the expense of the Employer. If there is no vacancy, the employee shall have the right to displace an employee with less seniority provided they are able to perform the job after being given a reasonable training period to acquire the necessary knowledge or skill, at the expense of the Employer.
- (b) Where new or greater skills are required than are already possessed by the affected employee(s), such employee(s) shall, at the expense of the Employer, be given a reasonable period of time without reduction of hours of work, or rates of pay, during which they may acquire the necessary skills required by such technological change.
- (c) No additional employee shall be hired by the Employer until employees affected by technological change or employees on layoff have been notified of the proposed technological change and are allowed a reasonable training period to acquire the necessary knowledge and skill to retain their employment.
- (d) Technological change shall be introduced by the Employer only after the Union and the Employer have reached agreement regarding the measures to be taken by the Employer to protect the employees from any adverse effects. If the Union and the Employer fail to agree upon such measures, the matter may be referred by either party to arbitration for the purpose of determining such matters and the technological change shall not be introduced by the Employer until such determination is made, and then only in accordance therewith.

## **ARTICLE 24 - NO CONTRACTING OUT**

The Employer agrees that no member of the bargaining unit will be laid off or have their hours reduced as a result of contracting out. The Employer agrees to meet with the Union, when requested, to discuss whether the volume of work being contracted out should result in the creation of a new staff position. In order to determine whether new services should be contracted out, the Employer agrees to provide the Union with a non-voting position on any of the Employer's committees studying the creation of new services.

The Union agrees that the Employer may, after consultation with the Union, contract out commercial services that it is not economically feasible for the Employer to continue to operate. The onus shall be on the Employer to provide the justification for the need to contract out such services. This must include access to any and all financial statements relating to the service to be contracted out.

## **ARTICLE 25 - HEALTH AND WELFARE**

### **25.1 Basic Medical Insurance**

All regular employees may choose to be covered by British Columbia Medical Services Plan (the Plan) benefits and premium rates shall be in accordance with the existing policy of the Plan. The Employer will pay 100% of the regular premium.



## **25.2 Extended Health Care Plan**

The Employer shall pay the monthly premium for regular employees entitled to coverage of the benefit plan, Pacific Blue Cross Benefits Contract Policy #77610, Division 1, as of September 1, 2013, and the Employer shall pay the monthly premium for employees entitled to coverage of the benefit plan attached to and forming part of this agreement.

Plan A - Basic Services Reimbursement Percentages ..... 90%

Plan B - Major Restorative Services Reimbursement Percentages..... 80%

Plan C - Orthodontic Services Reimbursement Percentages..... 50%

- (1) Combined calendar year maximum for Plan A and B - \$3000;
- (2) Lifetime maximum for Plan C - \$1000.

## **25.3 Dental Plan**

The Employer shall pay the monthly premium for employees entitled to coverage of the benefit plan attached to and forming part of this agreement.

Plan A - Basic Services Reimbursement Percentages ..... 90%

Plan B - Major Restorative Services Reimbursement Percentages..... 80%

Plan C - Orthodontic Services Reimbursement Percentages..... 50%

- (1) Combined calendar year maximum for Plan A and B - \$3000;
- (2) Lifetime maximum for Plan C - \$1000.

## **25.4 Regular Part-Time Employees**

Regular part-time employees shall receive on each paycheque 8% of gross wages in lieu of the benefits in Clauses 25.2 and 25.3.

## **25.5 Medical Examination**

Where the Employer requires an employee to submit to a medical examination or medical interview, it shall be at the Employer's expense and on the Employer's time.

## **25.6 Change of Carrier**

In the event that the Employer changes carriers, benefit levels and benefit coverage negotiated by the parties shall be maintained.

## **25.7 Reimbursement for Annual Flu Shot**

The Employer will reimburse regular employees for the cost of receiving a flu shot once each year.

# **ARTICLE 26 - PAYMENT OF WAGES AND ALLOWANCES**

## **26.1 Equal Pay**

The Employer shall not discriminate between male and female employees by paying an employee of one sex for any work at a rate of pay that is less than the rate of pay at which an employee of the other sex is paid for similar or substantially similar work.

## **26.2 Paydays**

- (a) Employees shall be paid biweekly.

(b) A comprehensive statement detailing all payments and setting out allowances and deductions shall be forwarded in a confidential envelope to the employee each payday. All premiums and allowances payable shall be paid out no later than the payday at the end of the second biweekly pay period after the pay period in which the premium or allowance was earned.

(c) In unanticipated circumstances of an urgent nature, an employee may request an advance on their biweekly pay. Such requests shall not be unreasonably denied, nor will there be a surcharge levied for such an advance.

### **26.3 Rates of Pay**

Employees shall be paid in accordance with the rates of pay negotiated by the parties to this agreement. The applicable rates of pay are included in Appendix A to this agreement.

### **26.4 Substitution Pay**

When an employee is temporarily assigned by the Employer to a higher paying bargaining unit position for one full shift or more, they will receive \$2 per hour in addition to their regular hourly rate.

### **26.5 Pay on Temporary Assignment**

An employee temporarily assigned by the Employer to a position with a rate of pay lower than their regular rate of pay shall maintain their regular rate of pay.

### **26.6 Mileage Allowance**

Employees utilizing their personal vehicle for Student Union business will be reimbursed for mileage at CRA rates as amended year to year.

### **26.7 Travel Advance**

Regular employees who are required to proceed on travel status, shall be provided with an adequate travel advance upon request. The amount of the advance will be determined by such factors as time away from headquarters and the frequency of reimbursement.

### **26.8 Meal Allowances**

A per diem of \$55 for travel and meetings outside an employee's area of residence shall be provided to an employee when no meals are provided. Employees will receive a half per diem if meals are provided.

### **26.9 Transportation**

#### **(a) *Work After 9:00 p.m.***

When an employee, other than employees working in The Well and The Well To Go, is required to work after 9:00 p.m., the Employer is required to pay for taxi fare for the employee.

#### **(b) *Work Off Campus***

Any employee required to attend meetings off campus, or otherwise work away from their usual workplace, shall receive travel expenses.

(c) The Employer will cover the cost of a bus pass for any regular employee opting not to bring their vehicle or the Employer shall pay for a Lot F (or equivalent) parking pass for each regular employee.

(d) The Employer will cover the cost of a universal bus pass for the semester on proof of registration for any casual/part-time employee having worked a minimum of 120 hours in a semester.

- (e) The Employer will cover the cost of one month parking, on proof of receipts for the day shifts occur, or for any casual/part-time employee having worked a minimum of 120 hours in a semester.

#### **26.10 RRSP**

- (a) All regular full-time employees, upon completion of their probationary period, have the option of enrolling in the Employer's RRSP Plan. Participation in the Plan is voluntary. The employee may exercise the option within 90 days of the Plan coming into effect, upon completion of the probationary period, or by the end of January of each year or within 30 days of ratification.
- (b) Employer-matched employee contributions to the Plan will be up to 6% of regular earnings at the employee's discretion.
- (c) The Employer will match the contribution made by each employee up to 6%. Employees may contribute more than 6% to the Plan, but amounts above 6% will not be matched by the Employer.
- (d) Employees may increase or decrease their contribution levels, within the 6% range, as noted in (b) above, on January 1<sup>st</sup> of each year by providing at least 30 days' notice to the Employer.
- (e) Employer and employee contributions will be locked in on the employee's behalf.
- (f) Employer will ensure that all new employees are informed of the options available to them pursuant to this article.
- (g) The Employer agrees to pay Plan administration to a maximum of \$25 per participant per annum.

#### **26.11 Fitness Allowance**

The BCGEU and the Employer recognize that a healthy lifestyle among staff will enhance both the quality of service delivered by the Student Union and quality of life for employees.

To these ends, the Employer will reimburse regular employees for receipted expenses up to \$240 per academic year for fees to a gym, fitness centre, fitness activity or fitness equipment. This amount will be increased by the same amount of any increases in the fee to purchase a UBCO staff and faculty gym pass.

#### **26.12 Cell Phone for Business Use**

The Employer will reimburse up to \$100 per month to regular employees required, and approved by the Employer, to use their personal cell phone for business use upon receipt of the employee's monthly cell phone bill.

### **ARTICLE 27 - CLASSIFICATION**

Changes to existing job descriptions shall be made by the Employer. Where existing job duties are altered or the volume of work increased, or where an employee is otherwise unfairly or incorrectly classified, the appropriate classification shall be negotiated between the Employer and the Union. If no agreement can be reached, the provisions of the grievance procedure shall apply.

The Employer agrees that employees' workload will not increase as a result of changes to job descriptions.

### **ARTICLE 28 - STAFF MEETINGS**

It is understood and agreed that due to the informal working relationships in the offices of the Employer, the current practice of informal staff meetings meets the requirements of this article.

(a) *Staff Meetings*

The Employer will, upon request from the staff, authorize employees to arrange meetings of employees to discuss the programs and activities of the Student Union. Such meetings are paid time and shall not be unreasonably withheld. Unless otherwise mutually agreed, such meetings shall not amount to more than two hours per month, and shall not occur in the week of the Union Meeting.

(b) *Staff Workshop*

The Employer will authorize regular employees to take one day per year as a staff workshop, as paid time.

## **ARTICLE 29 - SECURITY OF EMPLOYMENT**

All employees shall be entitled to security of employment as follows:

### **29.1 Dissolution, Reorganization**

In the event of dissolution of the Student Union, with no simultaneous creation of a similar group with similar objectives; or in the event of reorganization of the Student Union requiring the termination of two or more regular employees:

- (a) All terminated regular employees shall receive severance pay equivalent to four months' wages and one year's benefits.
- (b) Terminated regular employees with more than one year of employment with the Student Union shall receive an additional amount of one week's wages and benefits for each continuous year they have worked for the Student Union.

### **29.2 Merger**

In the event of a merger with any other body, the Employer agrees to ensure that:

- (a) Employees shall be credited with all seniority rights, vacation credits, sick leave credits, and all other benefits, with the new Employer.
- (b) All work and service presently performed by members of the Union shall continue to be performed by BCGEU members with the new Employer.
- (c) Conditions of employment and wage rates for the new Employer shall be equal to the best provisions in effect with the merging Employer.
- (d) No employee shall suffer a loss of employment as a result of the merger.

## **ARTICLE 30 - CASUAL EMPLOYEES AND STUDENT EMPLOYEES**

### **30.1 Benefits**

Casual and student employees shall receive on each paycheque 2% of gross wages in lieu of health and welfare benefits: medical, dental, sick leave, and extended health care.

**30.2 Vacation**

Casual and student employees shall receive on each paycheque 4% of gross wages for vacation pay.

**30.3 Work Schedules**

Work schedules, that are known in advance, for casual/student employees shall be posted at least seven days in advance of the starting day of a new schedule.

**30.4**

A casual employee hired or assigned to fill a regular employee's Tier 1 - 5 position while the regular employee is on leave shall be placed and paid at Step 1 of the pay scale of the position and tier that they are assigned to work in.

**30.5 Application of Agreement**

Except as otherwise noted in this article, the following clauses/articles apply to casual and student employees: Definitions, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14.2, 14.3, 14.5, 15, 16.1, 16.2, 16.3, 16.4, 16.6, 16.8, 16.9, 16.10, 20.1, 20.5, 20.7, 20.8, 20.12, 20.13, 20.15, 20.18, 22, 23, 24, 26, 29, 31 and Appendix A.


**ARTICLE 31 - DURATION**

This agreement shall be binding and remain in effect from February 24, 2019, to and including February 23, 2023 and shall be renewed from year to year thereafter unless either party gives notice to the other party in writing at least two months prior to the expiry date, that it desires to terminate or amend its provisions.

Where notice to amend this agreement is given by one party within the time period required, and where the other party agrees to enter into negotiations, the provisions of this agreement shall continue in force until:

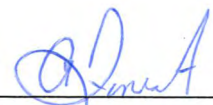
- (a) A new collective agreement is signed; or
- (b) The commencement of a lockout by the Employer, or a strike by the Union, as defined in the *Labour Code* of British Columbia.

SIGNED ON BEHALF OF  
THE UNION:

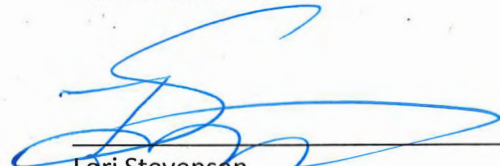
  
Stephanie Smith  
President


  
Andrea Rusch  
Bargaining Committee Member

  
Michael Ouellet  
Bargaining Committee Member

  
Ann Forrest  
Staff Representative

SIGNED ON BEHALF OF  
THE EMPLOYER:

  
Lori Stevenson  
General Manager

  
Amal Alhuwayshil  
President

Dated this 19 day of August, 20 19.



**APPENDIX A**  
**Salary Schedule**

Classification	Years of Service (from date of hire)	Current Wages	Feb 2019 2.5%	Feb 2020 2.5%	Feb 2021 3.0%	Feb 2022 3.0%
TIER 1 Financial Manager	1	25.88	26.53	27.19	28.01	28.85
	2	26.80	27.47	28.16	29.00	29.87
	3	27.73	28.42	29.13	30.01	30.91
	4	28.71	29.43	30.16	31.07	32.00
	5	29.71	30.45	31.21	32.15	33.12
TIER 2 Manager Green Bean Project Manager Manager Well Pub AG/MO Coordinators	1	23.07	23.65	24.24	24.97	25.71
	2	23.90	24.50	25.11	25.86	26.64
	3	24.72	25.34	25.97	26.75	27.55
	4	25.57	26.21	26.86	27.67	28.50
	5	26.48	27.14	27.82	28.66	29.51
TIER 3 Manager, Green Text	1	20.63	21.15	21.67	22.32	22.99
	2	21.35	21.88	22.43	23.10	23.80
	3	22.11	22.66	23.23	23.93	24.64
	4	22.88	23.45	24.04	24.76	25.50
	5	23.67	24.26	24.87	25.61	26.38
TIER 4	1	19.77	20.26	20.77	21.39	22.04
	2	20.46	20.97	21.50	22.14	22.80
	3	21.17	21.70	22.24	22.91	23.60
	4	21.91	22.46	23.02	23.71	24.42
	5	22.67	23.24	23.82	24.53	25.27
TIER 5 Office/Bookstore Assistant Prep Cook Baker Pub Supervisor	1	18.00	18.45	18.91	19.48	20.06
	2	18.64	19.11	19.58	20.17	20.78
	3	19.29	19.77	20.27	20.87	21.50
	4	19.96	20.46	20.97	21.60	22.25
	5	20.66	21.18	21.71	22.36	23.03
Tier 6 Employees Only			10%	3%	3%	3%
TIER 6 Student and Casual Employees	1	13.11	14.42	14.85	15.30	15.76
	2	13.57	14.93	15.37	15.84	16.31
	3	14.05	15.46	15.92	16.40	16.89
	4	14.53	15.98	16.46	16.96	17.47
	5	15.04	16.54	17.04	17.55	18.08