

# **COLLECTIVE AGREEMENT**

**May 1, 2008 - April 30, 2011**

*BETWEEN*

**UNIVERSITY OF VICTORIA STUDENTS' SOCIETY**

*AND*

**UNITED STEEL, PAPER AND FORESTRY, RUBBER,  
MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND  
SERVICE WORKERS' INTERNATIONAL UNION  
(UNITED STEELWORKERS )  
(ON BEHALF OF LOCAL UNION 2952)**

**COLLECTIVE AGREEMENT:**

**BY AND BETWEEN: UNIVERSITY OF VICTORIA STUDENTS' SOCIETY**

(Hereinafter referred to as "The Employer")

**AND: UNITED STEELWORKERS  
(ON BEHALF OF LOCAL UNION 2952)**

(Hereinafter referred to as "The Union")

**WITNESSETH:**

The purpose of the Agreement is to maintain and improve harmonious relations and settle conditions of employment between the Employer and its employees; to define clearly the rates of pay and conditions of work; to determine the extent of democratic control of work procedures by employees; to provide for an amicable method of settling differences which may from time to time arise; and to promote the mutual interests of the Employer and its employees.

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## **ARTICLE 1 - DEFINITIONS**

- 1.1 The term "employee" shall apply to those employees of the Employer at and from the Employer's present or relocated premises for which the Union is certified, excepting those excluded under the terms of Article 2.2.
- 1.2 The term "full-time" shall apply to an employee who is regularly scheduled to work seventy (70) hours in each two (2) week pay period.
- 1.3 The term "probationary employee" shall apply to an employee who has not completed her/his probationary period.
- 1.4 **Part-time Employees**
- 1.4,1 The term "part-time" shall apply, for a permanent employee, to an employee who is regularly scheduled to work less than seventy (70) hours in a two (2) week pay period.
- 1.4,2 The term "part-time" shall apply, for a student employee, to an employee who is regularly scheduled to work less than thirty-five (35) hours in one (1) week.
- 1.5 The term "job category" shall mean the general categories of employees as listed below:
- 1.5,1 the category of "permanent" employee includes all employees who are employed on a continuing basis and who are scheduled to work at least thirty-five (35) hours in each two (2) week period, with no anticipated date of termination other than by lay-off;
- 1.5,2 the category of "student" employee includes all part-time employees who are:
- 1.5,2 1 registered undergraduate students who have paid Society fees for the Winter Session at the University of Victoria, and complete one (1) course per term in the Winter Session. Such students are considered to be members of the Students' Society during the summer months immediately following;
- 1.5, 2 2 undergraduate students at the University of Victoria on cooperative education or practica work terms;
- 1.5,2 3 registered students at the University of Victoria in certificate and diploma programs who have paid Society fees for the current term.
- 1.5,2 4 Between the months of May and August inclusive, student employees may work at the UVSS on a full-time basis. Refer to Article 16.2,2 for Summer Leave of Absence.
- 1.5,2 5 A student who completes her/his undergraduate degree in April may work at the UVSS until the end of August.
- 1.5,3 The category of "temporary" employee includes all employees who are hired on a temporary basis. They shall include the following sub-categories:

- 1.5,3 1 Emergency Fill-in Employees - these are employees hired for a period of 30 days or less to fill in unforeseen situations. The 30 days may be extended by mutual agreement;
- 1.5,3 2 Externally-funded Employees - these are employees hired as a result of government or other external agency funding;
- 1.5,3 3 Term Employees - these are employees hired for a determined period with established hours;
- 1.5,3 4 Replacement Employees - these are employees hired to replace a permanent employee who is on vacation or approved leave. Replacement employees shall take on the responsibilities as per the job description of the replaced employee and shall receive the wage and benefits of the position. Such employees shall receive student general benefits for the first twelve months of employment.

Replacement employees shall have the option of paying premiums to obtain the following benefits: medical, extended and dental plans. If a replacement employee's period of employment exceeds twelve (12) months, she/he will be entitled to full benefits as per Article 28, permanent employees' benefits.

- 1.6 The term "pay rate classification" shall mean the division of positions into levels of comparable work and consistent rate of pay.
- 1.7 The term "position" shall mean the specific job within each pay rate classification to which seniority applies.
- 1.8 The term "Employer" shall apply to the University of Victoria Students' Society and not to individual members thereof.
- 1.9 The term "Management" shall apply to the Board of Directors of the Society or its designate.
- 1.10 The terms "Board" and "BoD" shall apply to the Board of Directors of the Society.
- 1.11 The term "Division" shall mean a grouping of related operations as designated by the Employer.
- 1.12 The term "operation" shall mean a specific service operation of the Employer.
- 1.13 The term "legal partner" shall mean a person who is designated as the legal partner of an employee through any legal or testamentary instrument.
- 1.14 The term "Officer of the Employer" shall apply to the elected Chairperson, Director of Academics, Director of Finance, and the Director of Services of the University of Victoria Students' Society.
- 1.15 The term "Shop Steward" shall apply to the Union's Representative or designate.
- 1.16 The term "spouse" shall apply to a designate wife, husband, common law partner, or declared partner, including same-sex partners.

- 1.17 The term "common law partner" shall apply to any spouses having lived together for a minimum period specified by law.
- 1.18 The term "parent" shall apply to any person who is the natural or legal guardian of a child, including same sex parents.
- 1.19 The term "family" shall apply to any parent, spouse, sister, brother, immediate in-laws, child, grandchild, grandparent, fiancée, guardians (including former) and ward.
- 1.20 The term "SUB" shall apply to the Students' Union Building at the University of Victoria.
- 1.21 The term "CFS" shall apply to the Canadian Federation of Students (Services).
- 1.22 The term "UVSS" shall apply to the University of Victoria Students' Society.

## **ARTICLE 2 - UNION RECOGNITION**

- 2.1 The Employer recognizes the Union as the sole and exclusive Bargaining Agent for its present and future needs concerning all matters affecting the relationship between the parties.
- 2.2 The Officers of the Employer, the General Manager, Support and Administrative Manager, the Business Manager, the Ombudsperson and the University Work Study employees shall be excluded from the Bargaining Unit.
- 2.3 **No Contracting Out**
  - 2.3,1 The Employer shall not contract out Bargaining Unit work.
  - 2.3,2 Only employees hired according to the process in Article 12 shall perform Bargaining Unit work, except when a person who is not an employee as defined in this Agreement is either explicitly instructing and training a member of the Bargaining Unit, or has been requested to work on a volunteer and/or emergency basis for the benefit of the Employer with the Union's consent.
  - 2.3,3 Should the Employer wish to introduce a new service, the Labour Management Committee shall meet to discuss the nature and delivery of this service.
- 2.4 No employee shall be required or permitted to make written or verbal agreements with the Employer or its representatives which may conflict with the terms of this Collective Agreement.

## **ARTICLE 3 - EMPLOYER RIGHTS**

- 3.1 The Employer retains the right to manage the Society, to determine policy of the Society to direct the work force and set the conditions of work subject to the terms of this Agreement. The Employer shall exercise its rights in a fair and reasonable manner.

## **ARTICLE 4 - UNION CODETERMINATION**

### **4.1 Participation Rights**

- 4.1,1 The Employer agrees that the employees' elected representatives shall be entitled to participate in the development of work rules and policies of the Employer which affect the terms and conditions of their employment, the day to day performance of their assigned duties and responsibilities, and/or environmental policy or education.
- 4.1,2 One (1) elected representative of the employees' shall have the right without loss of pay or benefits to attend all meetings of the Board of Directors and UVSS General membership meetings with voice and no vote. The employees' elected representative shall be physically absent from those portions of such meetings where the subject of discussion directly concerns negotiations or grievances between the Employer and the Union and the Board's responsibilities as Employers of the excluded staff.
- 4.1,3 One (1) elected representative of the employees' shall have the right, without loss of pay and benefits, to participate in the following meetings of the Employer: Finance, Organizational Development and SUB and Services Committee. The Union agrees there shall be no undue disruption of work.

4.2 Elected Union representatives shall have the right to participate, without loss of pay or benefits, in all subcommittees of the Board of Directors except Electoral and Personnel committees. There shall be no undue disruption of work.

4.3 Minimum call in and overtime provisions shall not apply to hours worked participating in the Employer's meetings.

### **4.4 Job Descriptions**

- 4.4,1 All existing and new job descriptions and amendments to job descriptions shall be made by mutual agreement of the Employer and the Union. Copies of all job descriptions shall be found in the appendices of the Collective Agreements in each worksite training manual.
- 4.4,2 Where existing job duties are altered or the volume of work increased, or where a staff member is otherwise unfairly or incorrectly classified into a pay rate, the appropriate classification, job description or other related matters shall be negotiated between the Employer and the Union. Failing agreement, the dispute may be referred to arbitration. The arbitrator shall have the power to determine the appropriate classification, job description and other related matters at issue, effective as of the date of the job duties being changed.

4.5 When reports or recommendations are about to be made to the Board of Directors dealing with major matters of personnel, policies or procedures which directly affect employees within the Bargaining Unit, the Union shall be informed in writing by the Personnel Manager or the Personnel Committee in time to afford the Union a reasonable opportunity to consider them and if deemed necessary, of speaking to them when they are dealt with by the Board of Directors.

## **ARTICLE 5 - EMPLOYEE RIGHTS**

- 5.1 The rules of employment shall be limited to matters pertaining to the work requirements of each employee's job description. Employees shall not be required to do personal work for the Employer.
- 5.1 **Job Sharing**
- 5.2,1 Upon one (1) month's notice by written request of the employees of the Bargaining Unit, the duties of a regular full-time position may be shared among two (2) employees on a part-time basis. The Employer shall not unreasonably withhold permission. Such job sharing arrangements shall be by mutual agreement between the Management and the Union.
- 5.2,2 All written requests for job sharing shall specify the proportion of hours and duties assumed by each employee on job sharing.
- 5.2,3 Employees on job sharing shall be deemed to be part-time employees under Article 1.4 and will not be excluded from the Bargaining Unit.
- 5.3. **Crossing of Picket Lines**
- 5.3,1 The Employer agrees that no employee shall be subject to any disciplinary procedure for refusing to cross an established picket line or for refusal to handle goods for the Employer where a strike or a lock out is in effect.
- 5.3,2 Where an employee does not report for work as a result of an established union picket line at the University of Victoria, not initiated by the Local, she/he shall be granted an unpaid leave of absence, upon notification to Management, for part of or the duration of the picket line.
- 5.3,3 The Employer 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.
- 5.4 Employees shall have the right to participate in any political action called for by the Canadian Labour Congress and its affiliates or subordinate bodies, the British Columbia Federation of Labour, or any other labour body with which the Union is directly affiliated. The Union agrees there shall be no undue disruption of work.
- 5.5 Where reasonable, all goods and services used by the Employer in carrying out its business shall be from unionized Canadian suppliers. Where possible, no employee shall be required to handle or otherwise use any goods or services declared "hot" by the Union, British Columbia Federation of Labour, the Canadian Labour Congress, or any other recognized labour body.

## **ARTICLE 6 - UNION SECURITY AND CHECK OFF OF UNION DUES**

### **6.1 Membership in Union**

- 6.1,1 All employees shall become and remain members in good standing of the Union during the life of this Agreement as a condition of continuing employment.
- 6.1,2 The Employer agrees to have all present and future employees covered by this Agreement, as a condition of continued employment, sign an application for membership and check-off card and deliver them to the Union within thirty (30) days of the hiring date.

### **6.2 Check Off of Union Dues**

- 6.2,1 The Employer agrees to deduct any dues, initiation fees, and assessments levied by the Union on its members. Deduction shall be made from the payroll for every pay period.

#### **Humanity Fund**

- 6.2,2 The Employer agrees to deduct one cent (\$.01) per hour worked by each employee and forward these funds to the Union's Humanity Fund, United Steelworkers, National Office, 234 Eglinton Avenue E., 7<sup>th</sup> Floor, Toronto, Ontario, M4P 1K7 and to advise in writing the amount of such payment and the names of all employees in the bargaining unit on whose behalf such payment has been made.

It is agreed that the total for each employee's yearly deduction will be entered in Box 46 (Charitable Contribution) of the Revenue Canada T4 slip for the year it has been deducted. For this purpose the payroll department will note the following Charitable Donation number for the "Humanity Fund" is R119172278 RR 0001.

#### **Check-off Process and Procedures**

- 6.2,3 (a) The Employer shall deduct from the pay of each member of the bargaining unit, an amount equivalent to the monthly dues, fees and assessments prescribed by the International Constitution of the United Steelworkers.
- (b) The Union will give reasonable notice to the Company of any changes in Union dues, fees or other amounts which the Company is required to deduct. All changes will coincide with the beginning of the Company's next pay period.
- (c) No later than ten (10) days following the last dues deduction of the month, the dues so deducted shall be made payable and remitted to:

International Secretary-Treasurer  
United Steelworkers  
Unit D, Box 34223  
Vancouver, B.C.  
V6J 4N1

(d) The monthly remittance shall be accompanied by a completed USW R115 Form (a summary of the dues calculations made for the month, each month) as well as a statement showing the names of each employee from whose pay deductions were made.

(e) A duplicate R115 and employee deduction statement as in (d) above shall be forwarded by facsimile to:

(i) United Steelworkers, Local Union 2952  
Attention: Financial Secretary @ 604-525-4568 and,

6.2,4 The Employer agrees to show on employees' "T4" slips the total Union deduction for the previous year.

### **6.3 Merger and Affiliation Protection**

6.3,1 Should the Employer merge, amalgamate, or combine any of its services or functions with another organization, the Employer, through whatever merger agreement might be involved, shall integrate all benefits and conditions of employment held by the employees and shall ensure that such benefits and conditions not be adversely affected.

6.3,2 In such instances, the Employer shall also ensure that:

6.3,2 1 employees shall be accredited with all seniority rights;

6.3,2 2 all service credits relating to vacation with pay, sick leave credits, and all other benefits shall be recognized;

6.3,2 3 all work and services presently performed by members of the Bargaining Unit shall continue to be performed by Bargaining Unit members;

6.3,2 4 conditions of employment and wage rates shall not be less than the best provisions in effect under this Agreement;

6.3,2 5 no employees shall suffer loss of employment as a result of the merger;

6.3,2 6 preference in location of employment shall be determined on the basis of seniority;

6.3,2 7 the Union has the right to participate in all discussion(s) related to the merger/affiliation.

### **ARTICLE 7 - UNION ACTIVITY**

7.1 The elected representatives of the Union shall have the right to contact and notify employees at work on matters respecting this Collective Agreement and its administration. Whenever possible meetings respecting the Collective Agreement and its administration shall occur on scheduled breaks or on the employees own time. Employees leaving duties to attend to matters respecting the Collective Agreement and its administration shall notify the Supervisor. The Union agrees there will be no undue disruption of work.

7.2 The Union office, Room number B019, shall be provided to the Union free of charge.

### **7.3 Leave for Union Functions**

- 7.3,1 Upon ten (10) days written notification to the Employer, an employee elected or appointed to represent the Union at International, National and District conventions, Executive or Committee Meetings shall be granted leave of absence without pay but without loss of benefits. Such leave shall be limited to a total of thirty (30) working days per year for the Bargaining Unit as a whole. Any unused days may be carried forward to the following year, to a maximum total of forty-five (45) working days.
- 7.3,2 Not more than two (2) employees may take such leave at one time, no more than one (1) of whom is an employee in a Division with twenty-five (25) employees or less and no more than one (1) of whom is a permanent employee from the same Department.

### **7.4 Leave of Absence for Full-time Union or Public Duties**

- 7.4,1 The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon thirty (30) calendar days written request, the Employer shall allow leave of absence without pay but without loss of benefits for the "official campaign period" so that an employee may be a candidate in Federal or Provincial election, or up to thirty (30) days so that an employee may be a candidate in a Municipal election.
- 7.4,2 An employee who is elected to public office shall be allowed a leave of absence during her/his term of office for a period of up to two (2) years. The employee so selected shall give thirty (30) days written notice. The employee shall be allowed to continue with all of the benefit plans of this Agreement, and she/he shall pay the full premium of these plans. Further leave shall be granted by mutual agreement. An employee returning from such leave shall be entitled to return to work.
- 7.4,3 Upon written thirty (30) calendar days request an employee who is elected or appointed for a full-time position to the Union, or any body with which the Union is affiliated, shall be granted a leave of absence without pay for up to one (1) year, subject to extension by mutual agreement. All of the benefit plans of this Agreement shall be afforded to the employee during this leave, provided she/he assumes payment of the full premium of these plans.
- 7.4,4 Notice of intention to return, or to renew, shall be given by the employee at least sixty (60) calendar days in advance of the expire of leave.

### **7.5 Compensation for Union Duties**

- 7.5,1 Time spent by up to three (3) employees at Labour Management Committee meetings and up to three (3) employees at Occupational Health and Safety Committee meetings shall be paid. Overtime and minimum call-in provisions shall not apply.

- 7.5,2 Time spent by the Shop Steward at all meetings with the Employer through the grievance procedure shall be paid. Overtime and minimum call-in provisions shall not apply.
- 7.5,3 Four (4) employees engaged in Collective Bargaining with the Employer shall not lose wages or benefits for time spent during regularly scheduled hours. Provisions for meal allowances shall apply as per Article 25.7,1 when the parties mutually agree to work outside regular working hours.

## **ARTICLE 8 - STEWARDS AND OTHER UNION REPRESENTATIVES**

- 8.1 The Employer recognizes the Stewards, the members of the Union's Grievance Committee, and any other committees established by the Union, and any elected representatives of the Union, and shall not discriminate against them for carrying out the duties proper to their positions.
- 8.2 **Meeting with the Employer**
  - 8.2,1 An employee shall have the right to have a Union Representative present at any discussion with Management, including all disciplinary and discharge procedures. In addition, Management agrees to notify the employee in advance of any interview for disciplinary purposes to allow for the presence of a Shop Steward. The Steward shall have the right to have a Union Representative present at any discussion with Management. There shall be no undue disruption of work.
  - 8.2,2 After regular mechanisms have been exhausted, an employee who wishes to discuss dissatisfaction with the work or performance of a representative of the Employer, e.g. a person defined as "Management", the employee shall inform the Steward for the attention of the Personnel Manager, or in her/his absence, the Personnel Committee. The Shop Steward shall provide the Personnel Manager, or in her/his absence, the Personnel Committee, with written details regarding the dissatisfaction prior to the scheduled meeting. A meeting to discuss such dissatisfaction shall occur within fourteen (14) calendar days of informing the Personnel Manager. In the temporary absence of the Personnel Manager for such reasons as vacation, illness, conferences etc. but not during the time the position is vacant, the meeting will be postponed until she/he returns.

## **ARTICLE 9 - NO DISCRIMINATION OR HARASSMENT**

- 9.1 The Employer recognizes its responsibility to maintain a safe work environment that is free from discrimination and harassment.
- 9.2. **No Discrimination**
  - 9.2,1 The Employer agrees that there shall be no discrimination exercised or practiced with respect to any employee, by reason of age, colour, place of origin, ethnicity, citizenship, ancestry, native language, political or religious affiliation, beliefs or activities, gender, gender orientation, sexual preference, sexual orientation, marital status, parental status, family status, number of dependents, place of residence, record of offenses except where it relates to a bona fide qualification due to the nature of employment, H.I.V. or Acquired Immune Deficiency syndrome status, pregnancy or physical disability where it does not prevent the usual performance or required duties of

the position, union membership or activity, nor by reason of the exercise of any of the rights contained in this Agreement.

- 9.2, 2 No employee or applicant for employment shall be required to submit to a blood test, lie detector test, or any other test for illness or drug dependency, except where it prevents the Employer from complying with Article 27.1

### 9.3 **No Harassment**

- 9.3,1 The Employer agrees there shall be no harassment of employees, or employee's representatives. The Employer agrees that there shall be no form of sexual, gender racial/ethnic harassment or any harassment of the types listed in Article 9.2.

- 9.3,2 Sexual harassment shall be defined as any sexually oriented behaviour of a deliberate or negligent nature which creates a hostile or poisoned working environment. It includes, but is not limited to:

9.3,2 1 any unwanted sexual solicitation, attention, or advance; or

9.3,2 2 implied or expressed promise or reward for complying with a sexually oriented request; or

9.3,2 3 implied or expressed threat of reprisal, actual reprisal, or the denial of opportunity for the refusal to reply to a sexually oriented request; or

9.3,2 4 sexually oriented remarks or behaviour which may reasonably be perceived to create a hostile or poisoned working environment.

- 9.4 Gender harassment shall be defined as an offensive comment and/or action which demeans an individual or causes personal humiliation, on the basis of sexual orientation or gender, and creates a hostile or poisoned working environment.

- 9.5 Racial/ethnic harassment shall be defined as an offensive comment and/or action which demeans an individual or causes personal humiliation, on the basis of ethnicity, colour, or place of origin and creates a hostile or poisoned working environment.

- 9.6 Harassment shall be further defined as offensive comments, or actions which belittle an employee's work, demeaning the individual or causing personal humiliation and creating a hostile or poisoned work environment.

- 9.7 Harassment shall be further defined as an offensive comment and/or action which demeans an individual or causes personal humiliation of the types listed in Article 9.2, and creates a hostile or poisoned work environment.

### 9.8 **Harassment and Assault Grievances**

- 9.8,1 Cases of harassment and assault shall be considered as discrimination, and shall be eligible to proceed as grievances.

- 9.8,2 Where the alleged harasser or assailant is the person who would normally deal with the first step of such grievances, the grievance shall automatically be sent forward to the next step. The grievant

may use her/his discretion in determining which step in Article 22 the grievance shall begin the Grievance Procedure at.

- 9.8,3 The Employer agrees to keep all written documents related to sexual harassment grievances in a secure, locked place.
  - 9.8,4 No information relating to the grievant's personal background, lifestyle, or mode of dress shall be admissible during the grievance or arbitration process.
  - 9.8,5 If the grievant requests that contact in her/ his work area with the alleged harasser or assailant be limited or discontinued during the period of consideration of the grievance, the Employer shall comply with the request. Where there is any detriment to be suffered respecting job classification, seniority, wages, etc., in order to achieve an effect only upon the respondent, such detriment shall fall upon the respondent and not other members of the Bargaining Unit.
  - 9.8,6 In any arbitration case arising in the context of any discipline imposed for alleged harassment conduct or assault involving another Bargaining Unit employee (the respondent) the arbitrator is hereby expressly empowered to direct that the respondent be transferred away from the place of work or time of work of the person found to have been sexually harassed or assaulted by the respondent. Such transfer shall be designed to only affect the respondent insofar as that is possible and where there is any detriment to be suffered respecting job classification, seniority, wages, etc., in order to achieve an effect only upon the respondent, such detriment shall fall upon the respondent and not other members of the Bargaining Unit. The arbitrator may direct a transfer of the respondent without regard to the respondent's seniority.
- 9.9 Sexual assault shall be defined as any form of intentional sexual contact forced upon another person without that person's consent that affects a person's sexual integrity and/or dignity.
- 9.10 **Leave for Harassment and Assault**
- 9.10,1 If the resolution of a grievance establishes that harassment has occurred, the Employer agrees that paid leave may be a part of compensation offered to the grievant, depending upon the severity of the incident and the Employer's level of responsiveness in preventing the harassment from occurring in the workplace.
  - 9.10,2 If the resolution of a grievance establishes that sexual assault occurred, the Employer agrees that paid leave shall be granted for compassionate purposes and that additional paid leave may be part of the compensation offered to the grievant depending upon the severity of the incident and the Employer's level of responsiveness in preventing the assault from occurring in the work place.
  - 9.10,3 If the resolution of the grievance establishes that sexual assault or harassment has occurred the Employer agrees that any sick leave taken or shifts missed during the grievance procedure shall be considered paid leave for up to two (2) days.

## **ARTICLE 10 - COMMUNICATION**

- 10.1 The Employer agrees to provide a mail slot with catcher on the Union's office door for the purpose of confidential communication with the Union. Where notice or reply to the Union is required in the fulfillment of the requirement of any clause of this Collective Agreement, at least one copy of such notice shall be in writing and placed in the Union's mail slot.
- 10.2 The Employer agrees to provide one (1) bulletin board on the wall outside of the Union office, Room B019. This bulletin board shall be used exclusively by the Union. The Employer also agrees to allocate one half (1/2) of the bulletin board, placed between SUBtext and Vertigo, to the Union for the Union's exclusive use. The Employer shall not unreasonably restrict access to other bulletin boards in the work place that are used to communicate with staff.
- 10.3 Representatives of the Union shall have access to the Employer's premises, at any time, to assist employees in dealing and negotiating with the Employer. The Union agrees there shall be no undue disruption of work.
- 10.4 The Employer shall provide the Union with an updated list of the membership of the Management of the Society, including the Officers of the Employer, the members of the Personnel Committee of the Board of Directors, the Excluded Managers and any other designates of Management. The Union shall provide the Employer with an updated list of the names of Shop Stewards, committee persons, and Staff Representatives.
- 10.5 The Employer agrees to inform all newly hired employees that a Union Agreement is in effect, and will provide them with a copy. Upon commencement of employment, the employee shall be introduced to the area Shop Steward by the Employer. The cost of preparing and producing a sufficient number of copies of the Agreement shall be borne seventy-five percent (75%) by the Employer and twenty-five percent (25%) by the Union and all work shall be performed by union labour in a union shop.
- 10.6 **Union Label**
- 10.6,1 In order that the Employer's general membership and the general public may be aware of the benefits of a unionized worksite, the Union Label shall be displayed prominently in each work area in every Division. The location of the Label in each work area shall be agreed upon in the Labour Management Committee.
- 10.6,2 The recognized Union Label shall include the designation "USWA - 2952" at the employee's option. This designation shall be placed on stenography typed by a member of the Union. This designation shall be placed below the signatory initials of the employee on typed-written correspondence of the Employer and it shall appear on all matter printed by a member of the Union.
- 10.6,3 Other locations and uses of the Union Label shall be my mutual agreement of the Employer and the Union.
- 10.6,4 The privilege of using the Union Label shall be extended to the Employer as long as the Employer continues to comply with all of the terms and conditions of this Agreement.
- 10.6,5 Employees shall be entitled to wear union pins and emblems and/or Steward badges while they are working.

10.6,6 The Union shall provide Union emblems, labels and logos to the Employer.

10.7 Orientation information supplied by the Employer to acquaint its student membership and patrons with the operations of the Employer which contains statements about the manner in which these operations are staffed shall be by mutual agreement of the parties.

#### **ARTICLE 11 - SENIORITY**

11.1 Seniority shall be defined as continuous length of service in the Bargaining Unit for all staff, counted from the date and time of hiring as an employee of the Employer in the Bargaining Unit and shall include service as an employee with the Employer prior to certification or recognition of the Union.

11.2 Seniority shall be given prime consideration in determining preference or priority for hiring, layoff, recall, vacation scheduling, allocation of unscheduled hours or any other such working condition set out in this Agreement.

11.3 Seniority shall be maintained and accumulated during absence from work due to sickness, disability, occupational and non-occupational injury, layoff, labour dispute, jury duty, Collective Bargaining negotiations, vacation and approved leave of absence, including leave to hold public office, union position, or for incarceration for actions taken at the behest of the Employer.

11.4 Seniority and Employment shall only be lost if the employee:

11.4,1 voluntarily resigns;

11.4,2 voluntarily leaves the Bargaining Unit by either 1) not showing up for a scheduling meeting or not making arrangements for such absence, or 2) declines recall as per Article 13.2,1;

11.4,3 is discharged with just cause and not reinstated.

11.5 The Employer shall maintain an overall seniority list and a list for each operation by position and provide them to the Union in October, February and June of each year. Said lists will commence with the most senior employee, carry on downward to the most junior employee and contain the following information:

1. employee's name;
2. employee's hire date in the position in questions;
3. employee's regular job category, pay rate classification, position, and regular rate of pay including 5% vacation pay; and
4. probationary employees shall also be show on the list.

#### **ARTICLE 12 - HIRING PROCEDURES**

The UVSS and the Union hereby recognize and support employment equity programs. The parties agree to cooperate in the identification and removal of systemic barriers in the selection, hiring, training and promotion of aboriginal peoples, persons with disabilities, visible and invisible minorities and women. In addition, the parties agree to cooperate in the identification and implementation of steps to improve the opportunities, employment status and participation rates of these designated groups. It is understood that none of these actions will be at variance with the Collective Agreement unless mutually agreed upon between the parties.

- 12.1 The terms of this Article do not apply to the hiring of an emergency fill-in employee.
- 12.2 For externally funded temporary positions, where funding for the position is dependent on hiring procedures established by the funding agency, the provisions of this Article shall not apply.
- 12.3,1 When a job vacancy occurs, or new positions are created, the Employer shall post the position in a prominent place for seven (7) calendar days.
- 12.3,2 Job postings shall include the following: nature of position, qualifications, required knowledge and educational skills, wage, or salary rates or range, and any other hiring criteria as determined by the Employer in consultation with the Union. All job postings shall state "the University of Victoria Students' Society is an equal opportunity Employer" and shall state that the position is unionized.
- 12.4 **Hiring Committee**
- 12.4,1 When more than one (1) internal employee applies for an open position, or when no internal employee is hired to an open position, a hiring committee shall be struck to make recommendations to the relevant Personnel Manager or designate for the position being filled.
- 12.4,2 The hiring committee shall consist of a least two (2) members of the Bargaining Unit of which at least one (1) shall be chosen by the Union. The Union may waive its right, without precedent, to have a Union chosen representative sit on a hiring committee where there are no internal applicants for the position.
- 12.4,3 The hiring committee shall consist of at least one woman. If the hiring committee has four (4) or more members, at least two (2) shall be women.
- 12.4,4 The hiring committee shall not exceed five (5) members.
- 12.5 **Internal Hiring**
- 12.5,1 Internal employees shall be preferred candidates for all open positions. When more than one employee meets the minimum qualifications for the position, the position shall be awarded to the applicant with the greatest seniority. The Employer agrees not to short list or interview any external candidates unless there is no qualified internal candidate who meets the minimum qualifications.
- 12.5,2 An internal employee who is the successful applicant for the vacant position shall complete a three (3) month probationary period. The probationary period may be extended by mutual agreement. If the employee is not satisfied, or is unable to meet the specific job requirements of the position during the probationary period, the employee shall retain her/his level of seniority for her/his former position, and shall be eligible for any vacant shifts and shall participate in the next rescheduling meeting. Upon successful completion of the probationary period, the employee shall be considered to have resigned from former seniority lists.

## 12.6 External Hiring

The hiring committee shall review and evaluate the applicants on the basis of qualifications pertinent to the job requirements, previous work performance, and the criteria as stated in writing by the Employer.

## 12.7 Union Information

12.7,1 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.

12.7,2 A member of the Union's Local Executive, or the Shop Steward, shall be given the opportunity, during regular working hours, to interview each new employee within the first month of her/his employment for the purpose of acquainting her/him with the benefits and obligations of union membership and her/his responsibilities and obligations to the Union. The Union agrees there shall be no undue disruption of work.

12.7,3 The Personnel Manager shall interview each newly elected member of the Board of Directors within two (2) weeks of the commencement of their term of office or after their return from summer leave of absence for the purpose of acquainting the new members with the 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.

12.8 The Employer shall report the hiring of new employees to the Union.

## 12.9 Probationary Period

12.9,1 New employees shall work through a probationary period. The Employer shall inform new employees of this period at the time of hiring and explain the nature of the probationary period.

12.9,2 The initial four (4) months of employment as a new employee shall be a probationary period.

12.9,3 As per Article 12.5,2, the probationary period for employees transferring or changing to a new position, category or Division shall be three (3) months.

12.9,4 The Employer shall provide a new probationary employee with a written evaluation of her/his performance half way through the probationary period. The Employer shall provide an internal probationary employee with a written evaluation before the end of the probationary period. The format of the evaluation shall be negotiated at the Labour Management Committee meeting.

If requested by an employee, a Shop Steward shall be present when performance reports are given and/or discussed.

12.9,4.1 An employee's probationary period may only be extended with the mutual consent of the Employer and the Union. If requested by an employee, a Shop Steward will be present during any discussion with the employee regarding extending the probationary period.

- 12.9,5 Probationary employees shall be subject to all the provisions of this Agreement. The employment of such employees may be terminated with just cause during the probationary period. For purposes of this article, just cause may constitute, but is not restricted to, failure of the employee to satisfactorily meet performance requirements despite reasonable opportunity for the employee to do so.
- 12.9,6 After completion of an employee's initial probationary period, seniority shall be effective from the original date of hiring.

## **ARTICLE 13 - LAY-OFF AND RECALL**

### **13.1 Layoff**

- 13.1,1 A layoff is defined as a reduction in the work force or a reduction in the hours of work as defined in this Agreement. There shall be no reduction in the work force without a corresponding reduction in the work required.
- 13.1,2 If a reduction of staff or hours is under consideration the Employer shall call a Working Conditions meeting with the Labour Management Committee to discuss the proposed layoff.
- 13.1,3 Employees shall be laid off in reverse order of their seniority as defined in Article 11. Providing that an employee has previous experience in an operation she/he shall be eligible for any available shifts and shall participate in the next rescheduling meeting. The employee is responsible for notifying the Employer of any previous experience and the intention to return to work.

#### **13.1,4 Notice of Layoff**

- 13.1,4 1 The Employer shall give notice to the Union of the date of layoff.
- 13.1,4 2 Any employee who is laid off by termination of position shall receive one (1) month's pay for every month or partial month that notice is deficient. Required notice for permanent employees shall be at least three (3) months. Required notice for term, probationary and student employees shall be at least one (1) month.
- 13.1,4 3 For summer layoff of student employees (between the months of May and August inclusive) the Employer shall give at least one (1) month notice. The provisions of Article 13.1,4 2 do not apply to summer layoff of student employees. Student employees on summer layoff are eligible to return to work during the summer according to the provisions under Article 13.2.
- 13.1,4 4 An employee who is laid off shall receive all vacation and benefits.

### **13.2 Recall**

- 13.2,1 The Employer shall maintain a recall list of laid-off employees. Each laid-off employee shall be placed on the appropriate list and maintained there until recalled, or for two (2) years. In the event a laid off employee has been on the recall list for six (6) months and

refuses a recall, such an employee shall be deemed to have voluntarily resigned. However, a student employee, at the time of lay-off, may waive in writing her/his right to recall for a specific period of time, in which case she/he shall not be placed on the recall list until conclusion of the waiver period. An up-to-date copy of the recall list shall be made available to the Union.

- 13.2,2 Employees on each recall list shall be listed and recalled in order of seniority.
- 13.2,3 The Employer shall not hire new employees until a recall list no longer exists for the classification, or a reasonable attempt has been made to contact all employee's on the recall list. For the purpose of this Article, 'reasonable attempt' means personal contact is preferred, secondly a phone message is left, and if unsuccessful at least three separate attempts shall be made.
- 13.2,4 It shall be the responsibility of the employee on the recall list to keep the Employer informed of her/his current address and telephone number.

#### **ARTICLE 14 - SCHEDULING AND HOURS OF WORK**

- 14.1 Work schedules for each of the operational units shall be drawn up by the Employer from time to time, but limited to once per school term and for the exam period in December and April. Shifts shall be allotted for each respective position according to a seniority list for each position. The most senior person in the position shall have first choice of one shift followed by the next most senior, and so on. When all the employees in a position, who are not laid off, have chosen a shift, the process shall start again from the top of the seniority list.
- 14.2 **Hours of Work, Permanent Employees**
  - 14.2,1 The workweek shall be thirty-five (35) hours. The workday shall not exceed seven (7) hours.
  - 14.2,2 Permanent employees shall be permitted to have two (2) fifteen (15) minute paid breaks from work, one (1) in the first (1<sup>st</sup>) and one (1) in the second (2<sup>nd</sup>) half of the shift each working day. The Union agrees there shall be no undue disruption of work.
  - 14.2,3 There will be a fifteen (15) minute break per three (3) hour period. For a permanent employee working a pro-rated schedule of less than thirty-five (35) hours per week, she or he shall be entitled to a fifteen (15) minute paid break for the first three (3) hours worked. Thereafter, for each hour worked, she/he is entitled to an additional five (5) minute paid break. These breaks shall be taken at anytime the employee chooses, provided there is no undue disruption of work. Total break time can not exceed thirty (30) minutes for a seven (7) hour shift.
  - 14.2,4 No seven (7) hour shift shall be spread over a period longer than eight (8) hours with one (1) hour off for a meal break. This provision shall not apply to work schedules modified under Article 14.4.

### 14.3 **Hours of Work, Student Employees.**

- 14.3,1 The Employer recognizes that shift flexibility is important to student employees, therefore no reasonable shift exchange request shall be denied. Shift changes must be recorded and approved in advance by the Business Manager or the Manager. The person approved for the shift is responsible for the shift.
- 14.3,2 There shall be a minimum call in of one (1) paid hour.
- 14.3,3 When an employee reports but is not required to work there will be a two (2) hour paid minimum.
- 14.3,4 Staff meeting - one (1) hour paid minimum.
- 14.3,5 There will be a fifteen (15) minute break per three (3) hour period. Any employee working three (3) hours is entitled to a fifteen (15) minute paid break. Thereafter, for each hour worked, she/he is entitled to an additional five (5) minute paid break. These breaks shall be taken at anytime the employee chooses, provided there is no undue disruption of work. Total break time can not exceed thirty (30) minutes for a seven (7) hour shift.
- 14.3,6 Student employees who work more than thirty-five (35) hours per week for the Employer, regardless of the number of departments and/or Divisions in which they are employed, shall be paid for such overtime at the appropriate rate.

#### 14.3,7 **Daily Scheduled and Volunteered Student Hours**

- 14.3,7 1 Student employees may be regularly scheduled or volunteer to work up to and including a total of ten (10) hours of work per day, provided that no single shift within that daily working period be longer than seven (7) working hours, as per Article 14.2,4.
- 14.3,7 2 Overtime shall be calculated as time worked extra to a particular regularly scheduled or volunteered seven (7) hour shift within that daily work period, and not from the total hours worked during that working day. The daily overtime requirements within 14.5,1 shall not apply to this Article.
- 14.3,7 3 All provisions of this Article shall apply to such regularly scheduled or volunteered student employee shifts except as noted in this Article.

### 14.4 **Modified Work Week**

- 14.4,1 A "modified work week" shall refer to a work schedule of not more than seventy (70) hours in a two (2) week pay period during which daily hours may exceed or fall short of the normal working day of seven (7) hours. Such a modified work schedule shall be by mutual agreement between the Union and the Employer and shall not be subject to Articles 14.5,1, 14.5,2 and 14.5,3.
- 14.4,2 For employees working a modified work schedule, all time worked over seventy (70) hours in a two (2) week pay period shall be considered overtime.

## 14.5 Overtime

- 14.5,1 Overtime shall be defined as all authorized hours worked in excess of seven (7) hours in a day or thirty-five (35) hours per week. For the purposes of this clause, a week commences at 12:00 am on Sunday and ends at midnight Saturday.
- 14.5,2 The first two (2) hours of overtime in a day shall be recompensed at one and one half (1.5) times the regular hourly rate of pay.
- 14.5,3 Overtime beyond two (2) hours in a day or hours worked on the sixth (6<sup>th</sup>) or seventh (7<sup>th</sup>) day worked, or hours worked on an employee's scheduled day off shall be recompensed at double the hour rate of pay.
- 14.5,4 When an employee is called back to work after completing a regularly scheduled shift, travel time to and from work shall be considered time worked and shall be paid at the appropriate rate of pay, according to the total number of hours worked per day. The Employer may first offer the shift to employees who have not yet worked that day or are still on the work site.
- 14.5,5 When the employee is required to work overtime, she/he shall receive a meal break of one half (1/2) hour paid at double time upon completion of two (2) hours overtime, provided that the shift or work day has not ended. For every additional four (4) hours of overtime, there shall be a one half (1/2) hour meal break paid at double time. Meal break of one half (1/2) hour at double the regular hourly rate on the sixth (6<sup>th</sup>) and seventh (7<sup>th</sup>) day worked or on a scheduled day off, will be given on the completion of each four (4) hours of overtime worked.
- 14.5,6 Overtime pay shall be compensated by time off for overtime owed in lieu of overtime pay, or by overtime pay.
- 14.5,7 In the event that a permanent staff employee, upon termination of employment has accrued paid vacation time and/or overtime still owing to them; the employee shall upon termination of employment receive payment equal to such accrual at the rate of pay effective immediately prior to the termination of her/his employment.
- 14.5,8 Overtime not taken in pay or time off will be paid no later than the last pay period preceding Christmas Eve Day (December 24). Management may request that overtime and vacation time be taken off during the year with reasonable notice.
- 14.5,9 All overtime shall be voluntary and by mutual agreement.

## 14.6 Dropping Shifts

- 14.6,1 Upon receipt of two (2) weeks notice of a staff member choosing to drop a shift(s), Management shall fill the specified shift(s) on a permanent basis.
- 14.6,2 The staff member is responsible to maintain the shift(s) for three (3) weeks from delivery of notice.
- 14.6,3 Management shall endeavour to fill the shift(s) within two (2) weeks.

## **ARTICLE 15 - PAID HOLIDAYS**

### **15.1 Office Holidays**

15.1,1 The following days are designated as paid Statutory Holidays:

New Years Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
B.C. Day	

The Employer recognizes any additional holidays declared by the Government of Canada or the Government of British Columbia, or any day observed by the Employer in lieu of such a day.

15.1,2 The following days are designated as paid Office Holidays:

International Women's Day  
December 24<sup>th</sup>  
December 27<sup>th</sup>  
December 28<sup>th</sup>  
December 29<sup>th</sup>  
December 30<sup>th</sup>

15.1,3 The Employer recognizes that an employee may, for religious reasons, wish to observe holidays in lieu of those listed in 15.1, 1. In such cases, the employee shall be entitled to observe such alternate holidays subject to ten (10) days written notice.

15.1,4 There shall be provisions made for employees to attend any memorial celebrations that the Employer attends without undue disruption of work.

15.1,5 In the event that a holiday occurs on a Saturday or Sunday, the Monday following shall be considered the holiday, except where the Saturday or Sunday falls within the December 24 to December 31 period.

### **15.2 Work on Office Holidays**

#### **15.2,1 Permanent Employees**

15.2,1 1 Permanent employees shall be entitled to the above holidays, or a day in lieu of the above holidays by mutual agreement, at their regular rate of pay for their normal number of daily working hours.

15.2,1 2 A permanent employee who is required to work on an office holiday may choose: pay at double time and one (1) paid day off; or pay at straight time and two (2) paid days off. Time of shall be by mutual agreement. The Union agrees there shall be no undue disruption of work.

## 15.2,2 **Student Employees**

Statutory holiday pay will be paid to students in accordance with the minimum labour standards. Employees who work on an office holiday shall be entitled to a premium rate of two dollars (\$2.00) extra per hour worked. Employees that do not qualify for statutory holiday pay shall be entitled to a premium rate of two dollars (\$2.00) per hour worked on the statutory holiday.

- 15.3 Temporary employees, depending on their category, are entitled to the following on office holidays:
- 15.3,1 Full-time emergency fill-in, term, replacement and externally funded employees who work on office holidays shall be entitled to a day in lieu by mutual agreement, at their regular rate of pay for their normal number of daily working hours.
- 15.3,2 Full-time emergency fill-in, term, replacement and externally funded employees who are required to work on office holidays shall receive pay at double time.
- 15.4 When a permanent employee is on vacation or a flex day and an office holiday occurs during that period, the office holiday shall not count as a day of vacation or a flex day. Such vacation day or flex day shall be taken at a later date to be scheduled by mutual agreement.
- 15.5 Should the University or any area of the University that affects the operation of the SUB be closed temporarily due to unforeseen environmental conditions, utility disruptions, Acts of God or other reasons beyond the control of the employees covered by this Agreement, each normal work day during such closure shall be an office holiday up to a maximum of three (3) days or any shifts occurring within that three (3) day period.
- 15.6 Should the SUB, or a portion thereof, be temporarily closed due to expansion, repairs or scheduled utility disruptions, the Employer agrees to provide one (1) month layoff notice. The Employer shall make every effort to relocate operations and minimize the impact on the employees.

## **ARTICLE 16 - LEAVE OF ABSENCE**

### 16.1 **General Leave**

- 16.1,1 The Employer may grant a permanent employee general leave of absence for up to one (1) calendar year without pay, after having been in the employ of the Employer for no less than one (1) year. Thirty (30) days written notice is required. The Employer may grant a student employee general leave of absence for up to one (1) calendar year without pay, after having been in the employ of the Employer for no less than six (6) months. Two (2) weeks written notice is required. Written notice shall advise the Employer of the desired start date, the length of the general leave requested, and the date of return. By mutual agreement, such leave may be extended. The employee shall be reinstated at her/his previous level of employment. No reasonable request shall be denied.
- 16.1,2 It shall be the responsibility of the employee to prepay the total cost of benefit premiums prior to the commencement of the leave.

- 16.1,3 Membership in the society is not required to be maintained during the general leave period.

## 16.2 **Student Employees**

- 16.2,1 Employees shall be granted leave of absence without pay for the purpose of writing Christmas and Final exams at the University of Victoria, Camosun College, or other educational institutions. Four (4) weeks written notice shall be given to the Society to ensure scheduling levels are maintained. The Employer shall give written notice to employees to serve as a reminder for the exam leave request deadline.

### 16.2,2 **Summer Leave of Absence for Student Employees**

- 16.2,2 1 A student employee, upon written request, shall be granted a leave of absence without pay for four (4) months, from May to August, provided the employee plans to resume her/his status as an active member in good standing in the UVSS in September of that year. The Employer shall attach a Summer Leave of Absence form to every student employee's pay cheque by the last pay period in February.
- 16.2,2 2 A summer leave of absence will commence on May 1<sup>st</sup> and end at 4:30 pm on the day prior to the first day of Winter Session undergraduate classes at the University of Victoria.
- 16.2,2 3 If the Employer does not receive an employee's summer leave of absence request by 4:30 pm on the 21<sup>st</sup> day of March and the employee does not take a regular shift on the following work schedule then that employee shall be deemed to have resigned from the position in question.
- 16.2,2 4 An employee who does not indicate her/his hours of availability for scheduling during the school term commencing September, by 4:30 pm on the 1<sup>st</sup> day of August shall be deemed to have resigned from the position in question.
- 16.2,3 Upon written request of four (4) calendar weeks, a student employee may be granted general leave without pay for a maximum of fourteen (14) days per calendar year. No reasonable request shall be denied. The Employer shall give written notice to employees to serve as a reminder for the general leave request deadlines.

### 16.2,4 **Summer Vacancies**

- 16.2,4 1 When a student staff vacancy occurs during the period May 1<sup>st</sup> to August 31<sup>st</sup> and the Employer determines that there is an adequate number of staff in the affected area, vacant shifts shall be offered to active staff members in the operation in descending order of seniority.
- 16.2,4 2 If staff levels are not adequate, vacant shifts remaining shall be offered, in descending order of seniority, to employees from within the operation who work in the affected area but who are on summer leave and who have indicated in writing their willingness to work. If vacant

shifts still remain, then the position may be posted and new employees hired.

16.2,4 3 During any rescheduling in the above period, no employee who had been active and not on summer leave shall be required to take a reduction in hours as a result of employees returning from summer leave.

16.2,4 4 Employees on summer leave or recall who are willing to work may apply for another position with the Employer but shall remain on summer leave from their previous positions until the end of the summer. Such an application shall be considered in the same manner as that of any employee who is not on summer leave.

#### 16.2,5 **Leave for Work Terms and Practica**

16.2,5 1 A leave of absence without pay shall be granted for employees who are enrolled in a credit academic program that requires the employee to participate in work terms, practica or other full-time work programs that prevent the employee from carrying out her/his duties for the Employer.

16.2,5 2 Four (4) calendar weeks written notice shall be given to the Employer to ensure scheduling levels are maintained. The Employer shall give written notice to employees to serve as a reminder for the general leave request deadlines.

16.3 Permanent employees who are required by law to serve as jurors or witnesses, or permanent employees who have been called but not chosen for duty, in any court, shall be granted leave of absence with pay for the time spent at those duties. Student employees shall similarly be granted leave with pay for scheduled shifts missed.

16.4 Employees shall be allowed four (4) consecutive hours off before the closing of polls in any Federal, Provincial, or Municipal election or referendum without loss of pay.

#### 16.5 **Maternity and Adoption Leave**

16.5,1 A pregnant employee who wishes to continue working during the period of pregnancy shall not be denied that right.

16.5,2 No employee shall be severed or lose benefits due to maternity/adoption leave.

16.5,3 Employees eligible to receive Unemployment Insurance benefits pursuant to Section 18 of the Unemployment Insurance Act, shall be paid a maternity leave allowance in accordance with the Supplementary Unemployment Benefit Plan. The Employer shall pay the difference between Unemployment Insurance benefits and eighty percent (80%) of regular earnings for the period of time the employee is eligible for Unemployment Insurance benefits provided the employee returns to work for no less than six (6) months.

16.5,4 The maternity/adoption leave period shall be determined at the discretion of the employee. Employees shall give at least four (4) weeks notice of the start of maternity/adoption leave. In cases where there is an unexpected early end to the pregnancy period less than

four (4) weeks notice will be acceptable. Six (6) weeks notice of the date the leave is to end is required. Employees may be granted up to one (1) year additional maternity/adoption leave without pay.

- 16.5,5 If an employee is terminated or laid off after her return from maternity/adoption leave and before she is eligible for full Unemployment Insurance benefits, the Employer shall make up the number of weeks necessary to ensure full eligibility.

## 16.6 **Parental Leave**

- 16.6,1 Employees eligible to receive Unemployment Insurance benefits pursuant to Section 18, Unemployment Insurance Act, shall be paid a parental leave allowance in accordance with the Supplementary Unemployment Benefit Plan. The Employer shall pay the difference between Unemployment Insurance benefit and eighty percent (80%) of regular earnings for the period of time that the employee is eligible for benefits, provided the employee returns to work for a minimum of six (6) months.

- 16.6,2 The parental leave period shall be determined at the discretion of the employee. Employees shall give at least four (4) weeks notice of the start of parental leave. In cases where there is an unexpected early end to the parental leave, period less than four (4) weeks notice will be acceptable. Six (6) weeks notice of the date the leave is to end is required. Employees may be granted up to one (1) year additional parental leave without pay.

- 16.6,3 No employee shall be severed or lose benefits due to parental leave.

## 16.7 **Personal Leave**

- 16.7,1 In each calendar year the Employer shall grant each permanent employee personal leave with pay, without loss of seniority for the following reasons and corresponding lengths of time:

- employees marriage or formal partnership ceremony three (3) working days;
- legal separation, divorce, or formal partnership separation one (1) working day;
- serious household or domestic emergencies and household moves (with only one day per calendar year to be used for a household move) two (2) working days;
- child care or other child related responsibilities two (2) working days;
- Canadian citizenship leave one (1) working day.
- Personal Leave – child care or other child related responsibilities – five (5) working days.

- 16.7,2 In each calendar year the Employer shall grant a student employee personal leave with pay, without loss of seniority, for the following reasons from the shifts occurring within the corresponding amounts of time:

- serious household or domestic two (2) working days;
- child care or other child related responsibilities two (2) working days;
- Canadian citizenship leave one (1) working day.

## **16.8 Incarceration Leave**

- 16.8,1 Not Related to Employment - In the event that the employee is jailed awaiting a court appearance, she/he shall be entitled to an automatic leave without pay, but without loss of seniority.
- 16.8,2 Related to Employment - If an employee is incarcerated as a result of taking actions directed by the Employer, the Employer shall grant a paid leave of absence without losses of seniority, for the duration of the incarceration.
- 16.8,3 Fines - If an employee is fined as a result of taking action as directed by the Employer, the Employer shall pay said fine on behalf of the employee.

## **16.9 Medical and Dental Care Leave**

Where it is not possible for a permanent employee to schedule medical and dental appointments outside of regularly scheduled working hours, reasonable time off for medical and dental appointments for employees shall be permitted. Where any such absence exceeds two (2) hours, the full-time absences shall be charged to the employees sick leave entitlement.

## **16.10 Bereavement Leave**

- 16.10,1 A permanent employee shall be granted five (5) regularly scheduled working days without loss of wages, and a student employee shall be granted any regularly scheduled shifts occurring within a five (5) day period, without loss of wages, in the case of the death of a family member. Reasonable travel time shall not be paid, but shall be extra time away from work not included in the bereavement leave. A permanent employee shall be granted one a (1) day leave, plus unpaid travel time for the death of a close friend. A student employee shall receive paid leave for any shifts occurring within a one (1) day period, plus unpaid travel time for the death of a close friend.
- 16.10,2 Should the requirement for bereavement leave occur during an employee's annual vacation, the employee shall be deemed to be on such leave, instead of vacation leave.

## **16.11 Compassionate Leave**

No reasonable request for an unpaid compassionate leave will be denied. Compassionate leave may be extended by mutual agreement.

## **ARTICLE 17 - TRAINING, SAFETY AND HEALTH**

### **17.1 Training**

- 17.1,1 The Employer recognizes the value of providing training and ongoing employee development.
- 17.1,2 All new employees shall be provided with a training manual outlining all the skills necessary to complete the tasks outlined in her/his job description. Such manuals shall be reviewed by the Occupational Health and Safety Committee.

17.1,3 For all new permanent employees there shall be provided a training period with pay of two (2) weeks. For student employees there shall be provided a training period of two (2) paid shifts equivalent to the type of shifts the employee is expected to work. One (1) additional training shift shall be provided upon request from the student employee. These training periods are to ensure proper introduction to the skills and techniques of the position as outlined by the current job description.

**17.1,4 Permanent Staff Professional Development**

17.1,4 1 The Employer recognizes the importance of professional development and agrees to review and evaluate all request for professional development when the cost would exceed the budgeted amount. For each permanent staff member, there shall be a minimum amount of two hundred and fifty dollars (\$250) per year allocated by the Employer to professional development, which would include, but not be limited to, seminars, union schools and conferences, workshops, and retreats.

17.1,4 2 Travel expenses, accommodation and per diems shall not be charged against a staff member's annual professional development allocation.

**17.1,5 Professional Development Fund For Students**

A training bank of \$500.00 per year shall be allocated by the Employer for student employees to professional development, which would include, but not be limited to, seminars, union schools and conferences, workshops, and retreats. Such training must offer skills that are related to the workplace. Monies from this Fund shall be distributed in the same manner as for the permanent staff fund.

17.1,6 The Employer shall develop a resource library of monographs, videos and other materials, which shall be used for the purposes of improving the job skills of its employees.

17.2 The Employer shall make all reasonable provisions for the safety and health of all employees during the working hours.

**17.3 Occupational Health and Safety Committee**

17.3,1 An Occupational Health and Safety Committee, consisting of up to three (3) employees selected by the Union, shall meet with a Management Representative or Representatives not less frequently than once a month and may meet outside of the regularly scheduled meetings.

17.3,2 The function of the Committee shall be to jointly consider, monitor, inspect, investigate and review health, safety and environmental 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 and safety hazards in the work place.

17.3,3 Union staff or Union Health and Safety advisors or consultants shall be provided access to the work place, if required, to attend

committee meetings or for inspecting, investigating, or monitoring the work place, at the request of the Union. Each party agrees to advise the other of any real or potential health, safety, or environmental problems it is investigating.

- 17.3,4 Should the members of the Committee be unable to reach an agreement on any matter, it shall become subject to Collective Bargaining at the Labour Management Committee Meeting.
- 17.3,5 The Employer's failure to implement a recommendation of the Committee shall be subject to the Grievance Procedure.
- 17.3,6 Minutes of such meetings shall be posted on the Union's bulletin board.
- 17.4 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 insure the health and safety of the employee and/or the safe operation of the equipment.
- 17.5 No employee shall be discharged, penalized, or disciplined for refusing to work on a job or in any work place, or to operate any equipment where she/he has grounds to believe 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. There shall be no loss of pay and 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 Occupational Health and Safety Committee and the matter has been satisfactorily resolved.
- 17.6 An employee who is injured in the execution of her/his duties and is required to leave for treatment or is sent home as a result of injury shall receive payment for the remainder of her/his work day or shift at her/his regular rate of pay without reduction of sick leave. Upon return to work, an employee shall receive her/his 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.
- 17.7 An employee who has incurred a compensatable injury shall have pay and benefits maintained until the Worker's Compensation Board benefits come into effect.
- 17.8 Employees injured on the job shall be provided free transportation by the Employer to and from a doctor's office or a hospital.
- 17.9 The Employer shall provide the Union with copies of all accident reports, and other health and safety records in the possession of the Employer.
- 17.10 Where the nature of the work or working conditions so requires, the Employer shall supply the employees at the Employer's expense, with all the necessary tools, protective clothing, safety equipment, other protective devices, and current safety information which shall be maintained and replaced where necessary at the Employer's expense.
- 17.11 **Computer Safety**
  - 17.11,1 Upon request, the Employer shall supply computer anti-glare screens for all video display terminals in the work place.

- 17.11,2 The Employer shall have all display terminals inspected and tested for radiation associated problems at least once per year by the Worker's Compensation Board or another comparative agency when such services become available.
- 17.11,3 The Employer shall provide hydraulic height adjustable chairs with small shaped backrest which adjust for height and inclination, five (5) staff legs and woven covering for all work stations. In purchasing new or replacement computer station furniture, the Employer shall purchase furniture that meets the following specifications: keyboard surface height at seventy-one - seventy-five centimeters (71-75 cm), video monitor at a minimum seventy-five centimeters (75 cm) and adequate working surface and support for source documents.
- 17.11,4 When an employee is required to monitor a video display terminal, an additional ten (10) minute break will be provided for every three (3) hours worked at the terminal.
- 17.11,5 Pregnant employees shall have the right to refuse to work at computer stations with video display monitors which emit radiation. Pregnant employees shall be offered alternate employment during the term of her pregnancy without loss of hours, wages, or benefits. Where possible, such alternative employment shall be created by a temporary job-sharing arrangement with other staff functions.

#### **ARTICLE 18 - TECHNOLOGICAL AND ORGANIZATIONAL CHANGE**

- 18.1 Whenever the Employer identifies needs in the work place or develops new operations or programs that require the creation of new job positions, the Employer shall endeavor to create student positions to meet such needs.
- 18.2 When upgrading is required for the continued performance of the job as a result of a change initiated by the Employer, the Employer shall assume the cost of this training.
- 18.3 When upgrading is required as a result of change initiated by the government or another regulating body, the Employer shall assume the cost of this training for all employees affected by the change.
- 18.4 The Employer shall give three (3) month's notice in writing to the Union for any technological or organizational change which alters the work environment.
- 18.5 **Technological Change**
  - 18.5,1 No employee shall be discharged due to technological change.
  - 18.5,2 In the event that the Employer introduces technological change which results in the displacement of employees from employment with the Employer, the Employer shall make every effort to place such employees in other job openings, or to provide training to enable the employee to remain in her or his present position.
  - 18.5,3 An employee who is displaced from her/his job by virtue of technological change will suffer no reduction in earnings.
  - 18.5,4 If all efforts are exhausted, and the Employer cannot place the affected employees in her/his position, or if the employee is unable

to successfully complete the required training, the Employer shall offer such employees the following choices:

- 18.5,4 1 For permanent employees, offer layoff and recall by seniority when positions become available, or pay severance wages at the employee's regular rate of pay on the basis of one (1) months wages per year of services, as a permanent employee, to a maximum of twelve (12) months of paid compensation. For the purpose of this Article 18.5,4 1 'year of service' means continuous service as a permanent employee up to the date of actual layoff. At any time during layoff the employee may choose to take the severance pay. If the employee takes the severance pay her/his employment is terminated.
- 18.5,4 2 For student employees, the employer shall offer layoff and recall for position by seniority when positions become available. If after five (5) months, the Employer is unable to offer the employee a position, the Employer shall pay severance wages calculated at the employee's regular rate of pay on the basis of one (1) months wages per year of service where one (1) months wages per year of service is calculated by the number of monthly hours worked over the most recent six (6) months of service, to a maximum of five (5) months pay.

## 18.6 **Organizational Change**

- 18.6,1 In the event that the Employer introduces organizational change which results in the displacement of employees from employment with the Employer, the Employer shall make every effort to place such employees in other job openings.
- 18.6,2 If all efforts are exhausted, and the Employer cannot place the affected employees in other positions, the Employer shall offer such employees the following choices:
  - 18.6,2 1 For permanent employees, offer layoff and recall by seniority when positions become available, or pay severance wages at the employee's regular rate of pay on the basis of one (1) months wages per year of service, as a permanent employee, to a maximum of twelve (12) months of paid compensation. For the purpose of this Article 19.6,2 1 'year of service' means continuous service as a permanent employee up to the date of actual layoff. At any time during layoff the employee may choose to take the severance pay. If the employee takes the severance pay her/his employment is terminated.
  - 18.6,2 2 For student employees, the Employer shall offer layoff and recall for position by seniority when positions become available. If after five (5) months, the Employer is unable to offer the employee a position the Employer shall pay severance wages calculated at the employee's regular rate of pay on the basis of one (1) months wages per year of service where one (1) months wages per year of service are calculated by the number of monthly hours worked over the most recent six (6) months of service, to a maximum of five (5) months pay.



## **ARTICLE 19 - DISCIPLINE AND DISCHARGE**

Note: The provisions of Article 8.2, 1 apply to this Article.

### **19.1 Employer to Prove Just Cause**

The Employer shall not discipline or discharge an employee unless there is just cause. In any grievance over disciplinary action, the burden of proof of just cause lies with the Employer.

### **19.2 Progressive Discipline**

- 19.2,1 All disciplinary and discharge procedures shall occur on the Employer's time and shall be time worked by the employee. Overtime and minimum call in provisions shall not apply. Except for verbal warnings, all discipline shall occur at meetings held no later than the employee's next shift worked and the Employee must be interviewed in the presence of a Shop Steward, Grievance Committee member.
- 19.2,2 No member of the Bargaining Unit may serve another member of the Bargaining Unit with a notice of suspension, or a discharge or suspend or discharge. The only members of the Bargaining Unit who may serve a verbal warning to appropriate members of the Bargaining Unit shall be Department Managers and Supervisors. The only members of the Bargaining Unit who may serve a written warning to appropriate members of the Bargaining Unit shall be Department Managers.
- 19.2,3 An employee whose performance is unsatisfactory shall be warned verbally by Management. The verbal warning must be explicitly stated to be such a warning by Management. The warning shall be accompanied by advice calculated to assist the employee in correcting the problem. Management shall record the date, time, nature of incident and name of employee of concern of every verbal warning, and shall place such record in the employee's personnel file. Such record shall be signed by the employee and/or the Shop Steward present at the verbal warning for each verbal warning given.
- 19.2,4 If, after such a verbal warning has been given and a reasonable period of time for the employee to correct the problem has passed, the problem continues, the employee may be given a written warning which shall provide but not be limited to, the following details: date, time, place of problem, name of employee of concern, nature and details of problem, rationale of actions taken by Management and advice given calculated to assist the employee in understanding and correcting the problem. The letter of warning shall be given to the employee at a meeting in which Management shall explain both the reasons for the warning and the consequences of not improving performance. Copies of the letter shall be sent to the Union within twenty-four (24) hours of the issuing of the disciplinary action and placed in the employee's personnel file. In subsequent grievance procedures Management is limited to the grounds stated in this written warning. The employee has the right to respond in writing to all disciplinary actions and to have such replies placed in their personnel file.

- 19.2,5 If, after such a warning has been given and a reasonable period of time for the employee to correct the problem has passed, the problem continues, the Employer may then suspend the employee from her/his job duties, with or without pay. A notice of suspension which shall include but not be limited to the reasons for the suspension and the dates of the suspension, shall be given in writing to the employee at a meeting with Management. A copy shall be placed in the employee's personnel file, and a copy shall be sent to the Union within twenty-four (24) hours of the issuing of the notice of suspension.
- 19.2,6 After a written warning has been given, and the employee has been suspended and has returned to work after the suspension for a reasonable time and the problem continues, then Management may discharge the employee. A discharge shall be given in writing to the employee at a meeting with Management and shall include the reasons for the discharge. A copy shall be placed in the employee's personnel file, and a copy shall be sent to the Union within twenty-four (24) hours of issuing the discharge.
- 19.2,7 In cases of theft, assault, insubordination or other serious offenses, progressive discipline may not apply.
- 19.2,8 All forms of disciplinary action, including discharge, taken by the Employer against the employee, shall be subject to Article 22 (Grievance Procedure).
- 19.2,9 Once the Grievance Procedure has been initiated by the employee affected, or by the Union, any further disciplinary action shall be stayed until such time as the Grievance has been resolved.
- 19.2,10 If, in the one (1) year after the issuance of written discipline, no further disciplinary action is recorded against the employee, the written discipline and any previous documented discipline (including verbal warnings), shall be removed from the employee's personnel file and may not be held against her/him thereafter.
- 19.3 If, as a result of the Grievance Procedure it is found that an employee has been suspended or discharged for unjust cause, that employee will be reinstated to her/his former position, without loss of seniority or benefits and shall be compensated by the Employer for all time lost retroactive to the date of the suspension or discharge.
- 19.4 In the case of discharge or resignation the employee shall receive all vacation entitlement and salary due to the date of termination.

## **ARTICLE 20 - EMPLOYEE INFORMATION AND CONFIDENTIALITY**

- 20.1 An employee shall have access to all books and records pertaining to her/his employment with the Employer. The employee may add written comments to these. The employee shall have the right at any time without undue disruption of work, to review and photocopy her/his personnel file, and not suffer any loss of wages by doing so.
- 20.2 There shall be only one (1) legitimate personnel file per employee. All other sub-files and the content contained therein, shall not be considered valid.
- 20.3 No negative comments or report about any Employee shall be placed in any personnel file unless the Employee concerned is first given a copy of the

information. She/he shall have the right to include her/his written reply to these as a permanent part of the file. All communication in this file must be signed by the originator.

- 20.4 An employee has the right to grieve all evaluative actions, including but not limited to performance reviews. An employee shall be given a copy of any such document placed in the employee's personnel file which might be the basis of disciplinary action. Should the employee dispute any such entry in her/his file, she/he shall be entitled to recourse through the Grievance Procedure and the eventual resolution thereof shall become part of her/his personnel file.
- 20.5 Access to an employee's personnel file shall be limited to the General Manager, Excluded Managers, the employee and the Shop Steward. Others may be granted access to the records only by mutual agreement of the Employer and the Union.
- 20.6 The Employer shall not be permitted to release information about the employee without her/his prior knowledge and consent.

## **ARTICLE 21 - LABOUR MANAGEMENT COMMITTEE**

- 21.1 A Labour Management Committee shall exist and consist of three (3) representatives of the Bargaining Unit and three (3) representatives of the Employer. Each party shall be represented by at least one woman. By mutual agreement the parties may invite resource people to the meeting.
- 21.2 The purpose of the consultation committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work related skills and to promote workplace productivity.
- 21.3 **Meetings**
  - 21.3,1 The committee shall meet once monthly and at the request of either party and must be held no later than ten (10) working days after such a request.
  - 21.3,2 Notice of items for the agenda shall be submitted to the Employer's Secretary four (4) days before any meeting, and the agenda shall be circulated prominently in the work place by the Employer two (2) days before the meeting. Article 21.5 is exempt from this provision. Amendments to the agenda shall be made by mutual agreement.
  - 21.3,3 Minutes shall be kept at the meetings. The Employer shall send three (3) copies of the minutes to the Union.
- 21.4 Upon request, the Employer shall make available to the Union, at the Employer's expense, information required by the Union such as job descriptions, positions in the Bargaining Unit, pay rate classifications, wage rates, pension and welfare plans, and other such technical information and reports, records, studies, surveys, manuals, directives or documents required for the Labour Management Committee's business.
- 21.5 **Working Conditions Meeting**
  - 21.5,1 In the event that the Employer and/or the Union receives notification that a trade union has established a picket line at any entrance of the University of Victoria, or 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 Labour Management Committee shall meet to determine the advisability of maintaining the operations of the Society.

21.5,2 This meeting shall be convened within one (1) working day of receiving such notification.

21.6 If the Employer intends to change the nature of the operation, the parties shall meet pursuant to Section 54 of the Labour Relations Code as follows:

### **Adjustment plan**

**54** (1) If an employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees to whom a collective agreement applies,

(a) the employer must give notice to the trade union that is party to the collective agreement at least 60 days before the date on which the measure, policy, practice or change is to be effected, and

(b) after notice has been given, the employer and trade union must meet, in good faith, and endeavour to develop an adjustment plan, which may include provisions respecting any of the following:

(i) consideration of alternatives to the proposed measure, policy, practice or change, including amendment of provisions in the collective agreement;

(ii) human resource planning and employee counselling and retraining;

(iii) notice of termination;

(iv) severance pay;

(v) entitlement to pension and other benefits including early retirement benefits;

(vi) a bipartite process for overseeing the implementation of the adjustment plan.

(2) If, after meeting in accordance with subsection (1), the parties have agreed to an adjustment plan, it is enforceable as if it were part of the collective agreement between the employer and the trade union.

(3) Subsections (1) and (2) do not apply to the termination of the employment of employees exempted by section 65 of the *Employment Standards Act* from the application of section 64 of that Act.

## **ARTICLE 22 - GRIEVANCE PROCEDURE**

22.1 "Grievance" shall mean any difference or dispute arising between the Employer and the Union, concerning the interpretation, application, administration or alleged violation of this Agreement, whether between the Employer and any employees protected by this Agreement, or between the Employer and the Union including whether or not any issue is arbitrable.

### **22.2 Types of Grievances**

22.2,1 Individual Grievance: a grievance, whether initiated by an individual or by the Union that is confined in scope to a particular employee.

- 22.2,2 Group Grievance: where the matter is of concern to a group of employees or several individual grievances, after being consolidated at some stage, are brought forward as one grievance.
  - 22.2,3 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 a particular employee.
  - 22.2,4 Union Grievance: where the matter of concern is of specific concern to the Union. The Union shall have the right to originate a grievance on behalf of an employee or a group of employees.
- 22.3 The procedure for settling Group or Individual Grievances shall start at Step One. The procedure for starting Policy or Union Grievances shall begin at Step Two.
- 22.4 **Grievance Procedure**
- 22.4,1 **STEP 1** - Fourteen (14) calendar days from becoming aware of the occurrence of the matter at issue, the employee and the Shop Steward will meet with the Division Manager and shall endeavour to settle the dispute. The Steward shall cite the details and nature of the grievance, the relevant articles of the Agreement and the remedy sought.
  - 22.4,2 **STEP 2** - Should no settlement ensue within seven (7) calendar days of the meeting in Step 1, the grievance shall be referred, in writing, to the General Manager who shall meet with the Shop Steward and the employee and endeavour to settle the dispute. The written grievance shall state the details and nature of the grievance, cite relevant articles of the Agreement, and specify the remedy sought.
  - 22.4,3 **STEP 3** - Should no settlement ensue within seven (7) calendar days of the serving of the written notice in Step 2, the grievance shall be referred to Local Union 2952 President and the Employer's Grievance Committee who shall endeavour to settle the dispute.
  - 22.4,4 **STEP 4** - Should the foregoing process fail to settle the issue within fourteen (14) calendar days the matter will proceed to Arbitration.
- 22.5 The Employer shall reply to grievances in writing at all stages. Where a grievance settlement is denied, the reply shall include reasons for denying the grievance settlement. Upon settlement of a grievance, written documentation shall be made of any agreement reached and shall be signed by representatives of both parties.
- 22.6 The time limits specified in this procedure may be extended by mutual agreement of the parties.
- 22.7 **Confidentiality**
- 22.7,1 The Employer recognizes the principle of confidentiality and agrees that the identity of any affected employees shall only be made available on a "need to know" basis.
  - 22.7,2 After a grievance has been initiated by the Union, the Employer shall not enter into discussion or negotiation with respect to the grievance,

either directly or indirectly, with the affected employee(s) without the consent of the Union.

- 22.9 If so requested by either party, 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. Overtime and minimum call-in provisions shall apply.
- 22.10 If the Union, an employee, or a group of employees, choose not to grieve a particular situation or withdraw at any stage, such action or lack of action shall be entirely without prejudice.
- 22.11 No grievance shall be denied merely due to a technical error other than a failure to comply with the time limits as specified in Article 22.4.
- 22.12 The Employer shall not introduce to the grievance or arbitration procedure any document involving disciplinary action, of which the employee was unaware at the time of filing the grievance.

### **ARTICLE 23 - ARBITRATION PROCEDURE**

- 23.1 Where a difference arises 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 this Agreement has been violated, either of the Parties may after exhausting any grievance procedure established by this Agreement, notify the other Party in writing of its desire to submit the difference or allegation to arbitration.
- 23.2 The Arbitrator shall hear and determine the subject of the grievance and shall issue a decision which is final and binding upon the parties and any employee or member of Management affected by it.
- 23.3 The Arbitrator shall determine her/his own procedures, but shall give full opportunities to the parties to present evidence and make representations.
- 23.4 The Arbitrator shall not have the power to alter or amend any of the provisions of this Agreement.
- 23.5 The parties and the Arbitrator shall have access to the Employer's premise to view working conditions, machinery, or operations which may be of relevance to the resolution of the grievance.
- 23.6 The Arbitrator shall have the power to amend a grievance, modify penalties, and relieve against non-compliance with time limits, or any other technicality or irregularity.
- 23.7 The Arbitrator shall have jurisdiction to determine whether a grievance is grievable.
- 23.8 Except where otherwise provided for in this Agreement, each of the Parties hereto will bear its own expenses with respect to any arbitration proceedings. The Parties hereto will bear jointly the expenses of the arbitrator on an equal basis.
- 23.9 No matter may be submitted to arbitration which has not first been properly carried through all preceding steps of any Grievance Procedure.

### **ARTICLE 24 - PAY RATE CLASSIFICATION DESCRIPTIONS**

- 24.1 The Employer shall provide the Union with a copy of the recognized pay rate classification description for each group of employees included in this Bargaining Unit.
- 24.2 The pay rate classifications, positions, and descriptions listed in the attached Pay Rate Classifications List are part of this Agreement.
- 24.3 No employee may perform work within a pay rate classification for a rate other than that set forth in this Agreement.
- 24.4 All new pay rate classifications, positions, and descriptions shall be negotiated at Labour Management Committee.
- 24.5 If a new position is established or if there is a significant change in the duties of a position set forth in this Agreement, the Employer shall negotiate with the Union prior to placing the position within an existing pay rate classification.

## **ARTICLE 25 - PAYMENT OF WAGES AND ALLOWANCES**

- 25.1 The wages for each pay rate classification are listed in the attached Wage schedule.
- 25.2 **Seminars, Workshops, General Meetings, and other Events**
  - 25.2,1 When employees attend seminars, workshops, training courses, retreats or similar events, sponsored by external third parties, outside of her/his regular work hours, at the request of the Employer, she/he will receive time off equivalent to the time spent at such seminar or workshop. Such time off may be scheduled prior to the event, at the employees option.
  - 25.2,2 Employees shall be paid for twelve (12) hours of work at the appropriate regular and overtime rates for each full day of a Canadian Federation of Students General Meeting.
- 25.3 The Employer will make provisions so that there shall be no undue delay in issuing cheques on pay day.
- 25.4 The rate or rates of pay, hours of work, details for overtime hours and all necessary and pertinent information shall be furnished to each employee on her/ his pay statement.
- 25.5 **Final Payment of Wages**
  - 25.5,1 An employee being discharged, or laid off, shall be paid all wages due to her/him as promptly as possible or in any event, within forty-eight (48) hours of the expiration of the next working day.
  - 25.5,2 An employee who voluntarily resigns from employment, or who voluntarily leaves the Bargaining Unit, shall be paid all wages due to her/him as promptly as possible.
- 25.6 **Mileage Allowance**
  - 25.6,1 Rates paid to employees using their own automobiles for the Employer's business shall be as per the Canada Customs Revenue Agency's approved rate.

25.6,2 Where required by the Insurance Corporation of British Columbia, the Employer shall reimburse employees for the cost of any additional insurance coverage necessary as a result of staff using personal vehicles for Employer's business.

25.6,3 As a condition of employment, the Employer does not require anyone to own a car. When transportation is required, the employee may elect to use her/his car at the approved mileage rate.

## **25.7 Travel Expenses and Allowances**

25.7,1 The per diem provided to employees shall be forty dollars (\$40.00). The half per diem shall be twenty dollars (\$20.00). Individual meal allowances shall be as follows nine dollars (\$9.00) for breakfast, eleven dollars (\$11.00) for lunch and twenty dollars (\$20.00) for dinner.

25.7,2 Per diems shall be provided to all employees engaged in the following activities: Canadian Federation of Students General Meetings, field trips/travel approved by the Employer, and other conferences and meetings where required by the Employer.

25.7,3 For activities listed in 25.7,2 that occur in the area of Greater Victoria individual meal allowances shall be provided.

25.7,4 For activities of the type listed in 25.7,2 that occur outside Greater Victoria where meals are provided, a half per diem shall be provided.

25.7,5 The Employer shall advance an amount for anticipated expenses and per diems upon request.

## **25.8 Accommodation**

25.8,1 All employees who are requested to work out of town by the Employer shall be provided with standard hotel accommodation at the Employer's expense in close proximity to the work at hand. Billeting may be an option by mutual agreement.

25.8,2 The Employer shall request from CFS Provincial and National offices that employees who are part of the Employer's delegation to CFS General Meetings be provided with hotel room(s) if available at no additional cost to the Employer. If hotel accommodations are not possible, and/or if there is more than one (1) person accommodated per room at the meeting, the employee shall be entitled to choose with whom she/he shall share accommodation. Such arrangements shall be made with the CFS Provincial and National offices.

25.9 When an employee is called into work between 11:00 pm and 7:00 am, or if an overtime period ends during this time, taxi services to and from the home of the employee shall be provided at the Employer's expense, excluding gratuities. Such taxi service shall also apply for employees whose work period ends after the last connecting bus to their home, or after 11:30 pm, whichever is earlier. The Employer reserves the right to organize taxi sharing.

25.10 The Employer shall pay the full cost of any course of instruction required by the Employer for an employee to qualify and/or better improve her/his abilities to perform her/his job. Course time and time spent writing

examinations shall be considered time worked. Should the course of instruction be requested by an employee and approved by the Employer, then payment shall be upon successful completion of the course.

- 25.11 Were the terms of the position necessitate an employee, as a condition of employment, to be bondable except by mutual agreement of the Employer and the Union, the employee shall be bonded at the expense of the Employer.

#### **ARTICLE 26 - VACATION BENEFITS**

- 26.1 Vacation entitlements shall be calculated from January 1 each calendar year.
- 26.2 Permanent employees shall have the following vacation entitlements, to be calculated on a pro-rated basis if employment is for less than full-time or less than twelve (12) months:
- 26.2,1 In the first calendar year of service, ten (10) working days or four percent (4%) of pay up to December 31.
- 26.2,2 In the second and third calendar years of service, fifteen (15) working days per year.
- 26.2,3 After the third calendar year of service, one (1) additional working day per calendar year of service to a maximum of fifteen (15) such days.
- 26.2,4 At the end of each calendar year an employee may carry-over up to ten (10) working days of unused vacation time to the next calendar year.
- 26.3 If an employee is terminated, or if an employee terminates employment, her/his vacation entitlement shall be prorated to the actual time worked that calendar year. If the employee has exceeded this pro-rated allotment, the difference shall be deducted from the final pay cheques prior to termination.
- 26.4 The Employer and the Union shall coordinate the vacation schedule by mutual agreement.
- 26.5 An employee shall be entitled to receive her/his vacation in an unbroken period unless otherwise mutually agreed upon between the employee and the Employer. An employee may take vacations in broken periods.
- 26.6 Sick leave will be substituted for vacation where it can be established by the employee that during her/his vacation she/he was hospitalized, under the care of a physician for a serious illness or injury or under quarantine. The employee shall notify the Employer at the first opportunity and shall provide written documentation.
- 26.7 Student employees shall be paid a five percent (5%) premium on their wage, as set out in the attached Wage Schedule, in lieu of vacation days.
- 26.8 Temporary employees shall be paid a five percent (5%) premium on their wage in lieu of vacation days.
- 26.8,1 Replacement employees whose period of employment exceeds twelve (12) months shall be entitled to vacation as per the vacation schedule outlined in Article 26.2.

#### **ARTICLE 27 - SICK LEAVE**

27.1 Sick leave shall be defined as the period of time an employee is absent from work with full pay due to sickness, disability, quarantine, rehabilitation, accidents for which Worker's Compensation is not payable under the Worker's Compensation Act, or treatment by a health care professional including but not limited to dentists, physicians, chiropractors and therapists.

**27.2 Annual Paid Sick Leave**

For the first year of service, a permanent employee shall earn twenty-four (24) days of sick leave at the rate of two (2) days for every month an employee is employed.

For subsequent years of service, a permanent employee shall be credited with twenty-four (24) days of sick leave in January of each year.

**27.3 Accumulation of Sick Leave**

If an employee does not use all of their sick leave in a calendar year they shall be entitled to carry over unused days into a sick bank up to a maximum number of days equal to the qualifying period for the long term disability plan provided for in Article 28.1,2.

**27.4 Certificate of Illness**

A permanent employee may be required to produce a certificate from a physician for any illness certifying that she/he was unable to carry out her/his duties due to illness or reasons stated in Article 27.1.

**27.5 Union Sick Leave Bank**

Each year on the anniversary date of the Collective Agreement, the Employer shall credit the dollar amount of three thousand dollars five hundred dollars (\$3500) to the Union Sick Leave Bank. The Union's Sick Leave Committee (to which Management may appoint a non-voting member) shall, by withdrawal from the Bank, grant Sick Leave with pay to a permanent employee who has exhausted her/his own sick leave credit (for example, through prolonged illness or illness of a family member) or grant sick leave pay to a student employee who misses shifts because she/he was sick and has produced a certificate from a physician certifying that she/he was unable to carry out her/his duties due to illness or reasons stated in Article 27.1 and has filed a request to draw on the Union Sick Leave Bank.

27.6 Sick leave without pay of up to three (3) months shall be granted to an employee who does not qualify for sick leave with pay or who is unable to return to work at the termination of the period for which sick leave with pay is granted. Such sick leave may be extended by mutual agreement.

27.7 Employees shall have access to their sick leave credit records.

**ARTICLE 28 - PERMANENT EMPLOYEE BENEFITS**

28.1 The Employer shall pay the full cost of the following premiums for all permanent employees:

28.1,1 Medical Services Plan of British Columbia for employees.

28.1,2 An extended medical plan insurance coverage which includes a long-term disability plan, a Medicare supplement plan, and accidental death and dismemberment plan, and a group life insurance plan;

- 28.1,3 Fifty percent (50%) of the premium for a Group Dental plan, for all permanent;
- 28.1,4 A group RRSP where the Employer contributes one percent (1%) of the employee's gross annual salary to be paid monthly. Commencing June 1<sup>st</sup> 1997.

Commencing May 1, 2004, the employer shall contribute 1.5% of the employee's annual gross salary to a group RRSP to be locked into a retirement savings plan until normal retirement age which shall be defined as the age an employee becomes eligible for a pension under the Canada Pension Plan.

Commencing May 1, 2005 the Employer shall match any employee contributions to their group RRSP plan to a maximum of an additional 1.5%.

## 28.2 **Child Care Expenses**

The Employer shall reimburse, upon presentation of a voucher signed by the employee, the amount of additional cost up to seven dollars (\$7) per hour for a permanent employee who incurs a cost for substitute child care when required to work outside the regular hours of work.

## 28.3 **General Benefits**

- 28.3,1 All employees, while on shift, shall receive free fountain soda pop, coffee and tea for their personal consumption, provided that the employee uses her/his own cup or container.
- 28.3,2 All employees shall receive free admission to matinee and late night shows in Cinecenta, upon presentation of union card or proof of employment.
- 28.3,3 When an employee's clothing, including wrist watch, is damaged in the course of carrying out her/his duties in a reasonable manner, and the damages are not covered by Worker's Compensation or insurance, the Employer shall reimburse the employee for the necessary repairs or replacement to a limit of one hundred dollars (\$100.00) per incident.
- 28.3,4 As in the above clause if an employee's eyeglasses have been damaged, the Employer shall pay up to one hundred dollars (\$100) for the cost of repair or replacement.
- 28.3,5 A forty percent (40%) discount on the staff menu to be given to all employees that are required to work on any given day. All food must be consumed while the employee is off their shift or on an authorized work break and is for personal consumption only. This discount can be used at all facilities during the operational hours throughout the entire day.

## 28.4 **Benefits According to Division and/or Department**

### 28.4,1 **Cinecenta Films**

28.4,1 1 Free popcorn for their personal consumption while on shift.

28.4,1 2 A ten percent (10%) discount on other items available at the Munchie Bar while on shift.

28.4,2 **SUBtext**

A ten percent (10%) discount on non-consigned books and merchandise available at SUBtext while on shift.

28.4,3 **Communications and ZAP Copy and Fax Centre**

One (1) five dollar (\$5.00) vend card per term.

28.4,4 **Food & Beverage Services**

28.4,4 1 A forty percent (40%) discount on the staff menu to be given to all employees that are required to work on any given day. All food must be consumed while the employee is off their shift or on an authorized work break and is for personal consumption only. This discount can be used at all facilities during the operational hours throughout the entire day.

28.4,4 2 Free cover charge up to a maximum of three dollars (\$3).

28.4,4 3 Priority admission to Felicita's and Vertigo.

**ARTICLE 29 - STUDENT EMPLOYEE BENEFITS**

\* Emergency Fill-ins, Externally-funded, Term and Replacement Employees shall be entitled to the following student General Benefits

29.1 **General Benefits**

29.1,1 All student employees, while on shift, shall receive free fountain soda pop, coffee and tea provided that the employee uses her/his own cup or container.

29.1,2 All student employees shall receive free admission to matinee and late night shows in Cinecenta, upon presentation of their union card or proof of employment.

29.1,3 A forty percent (40%) discount on the staff menu to be given to all employees that are required to work on any given day. All food must be consumed while the employee is off their shift or on an authorized work break and is for personal consumption only. This discount can be used at all facilities during the operational hours throughout the entire day.

29.2 **Benefits According to Division and/or Department**

29.2,1 **Cinecenta Films**

29.2,1 1 Free popcorn while on shift.

29.2,1 2 A ten percent (10%) discount, while on shift, on other items available at the Munchie Bar.

29.2,1 3 Free admission for regular screenings at Cinecenta Films. Employees shall receive ten (10) guest passes per four (4) month period.

**29.2,2 SUBtext**

29.2,2 1 A ten percent (10%) discount on non-consigned books and merchandise available in SUBtext.

29.2,2 2 Three (3) complementary passes to Cinecenta films per term worked. Such passes shall be applicable for regular evening screenings on days when matinees are not scheduled.

29.2,2 3 Use of the computer in SUBtext with permission from the Assistant Manager of SUBtext. No reasonable request shall be denied.

**29.2,3 Communications and ZAP**

29.2,3 1 Free printing and black and white copying of resumes, to a maximum of fifty (50) copies per year.

29.2,3 2 One five dollar (\$5.00) vend card per term.

29.2,3 3 Three (3) complementary passes to Cinecenta films per term worked. Such passes shall be applicable for regular evening screenings on days when matinees are not scheduled.

29.3,3 4 Use of the computer in Communications/Zap with permission from their respective Assistant Managers. No reasonable request shall be denied.

**29.2,4 Food and Beverage Services**

29.2,4 1 Two (2) complementary passes to Cinecenta films per term worked. Such passes shall be applicable for evening screenings on days when matinees are not scheduled.

29.2,5 2 Free cover charge up to a maximum of three dollars (\$3.00).

29.2,5 3 Priority admission to Felicita's and Vertigo.

29.3 When an employee's clothing, including eyeglasses and wrist watch, is damaged in the course of carrying out her or his duties in a reasonable manner, and the damages are not covered by Worker's Compensation or insurance, the Employer shall reimburse the employee for the necessary repairs or replacement to a limit of one hundred dollars (\$100.00) per incident.

29.4 As in the above clause if an employee's eyeglasses have been damaged, the Employer shall pay up to one hundred dollars (\$100) for the cost of repair or replacement.

**ARTICLE 30 - DURATION OF THIS AGREEMENT**

- 30.1 This Agreement shall be binding and remain in full force from the first (1<sup>st</sup>) day of May 2008 until the thirtieth (30th) day of April 2011, and from year to year thereafter subject to the right of either party to the Agreement within four (4) months immediately preceding the date of expiry of this Agreement, or immediately preceding the last day of December in any year thereafter, by written notice to require the other party to the Agreement to commence Collective Bargaining.
- 30.2 All provisions of this Agreement are subject to applicable laws, proclamations, and regulations. If any law, proclamation or regulation subsequently invalidates or disallows any provision of this Agreement, all other provisions shall be re-negotiated if required.
- 30.3 If negotiations extend beyond the anniversary date of the Agreement, both parties shall adhere fully to the provisions of this Agreement, during the period of bona fide Collective Bargaining.
- 30.4 All meetings for negotiations shall occur Monday through Friday during regular working hours. Upon mutual agreement the parties may meet outside regular working hours for the purpose of negotiations.
- 30.5 The operation of Section 50(2) of the Labour Relations Code of British Columbia is hereby excluded.

**IN WITNESS WHEREOF:** The parties have executed this Agreement at Victoria, B.C.  
this            date of

**Signed on behalf of the University of  
Victoria Students' Society:**

**Signed on behalf of the United  
Steelworkers, On Behalf of Local 2952:**

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## PAY RATE CLASSIFICATIONS LIST

### APPENDIX 1

<u>PAY RATE CLASSIFICATION</u>	<u>POSITION</u>
<b>Class 1 A</b>	Beverage Service Attendant Host and Product Promoter Coat Check
<b>Class 1</b>	Food Service General Worker Theatre Concession Attendant Theatre Attendant Catering/Zap!/SUB Text Office Assistant 1 Poll Sitter Host and Product Promoter Busser
<b>Class 2</b>	Catering Set-up Crew Bartender Office Assistant 2 Building Attendant Security Attendant 1-Training online 40 Hours
<b>Class 3</b>	Student Supervisors Cooks Security Attendant 2-Hands on training 24 hours Chief and Deputy Electoral Officers
<b>Class 4</b>	Licensed Security Attendant (new)
<b>Class 5 A</b>	Assistant Chef de Parti
<b>Class 5</b>	Catering and Conference Assistant Felicita's Security Supervisor Zap Assistant Manager
<b>Class 6</b>	Cash Clerks
<b>Class 7</b>	Chef de Parti
<b>Class 8</b>	Secretary Sous Chef Catering and Conference Coordinator Health Plan Administrator
<b>Class 9</b>	Graphix Coordinator Cinecenta Coordinator

Women's Centre Coordinator

**Class 10**

Department Managers  
Bookkeepers  
Graphix Art Director  
Purchasing Clerk  
Resource Coordinator

**Class 11**

Accounting Technician

**WAGE SCHEDULE "A"**

**APPENDIX 2**

<b><u>CLASSIFICATIONS</u></b>	<b><u>HOURLY WAGE RATES EFFECTIVE AS AT</u></b>			
	<b><u>May 1/07</u></b>	<b><u>May 1/08</u></b>	<b><u>May 1/09</u></b>	<b><u>May 1/10</u></b>
<b>Class 1 A</b>	<b>\$ 9.48</b>	<b>\$ 9.58</b>	<b>\$ 9.78</b>	<b>\$ 9.98</b>
<b>With 5% vacation pay</b>	<b>\$ 9.95</b>	<b>\$10.06</b>	<b>\$10.27</b>	<b>\$10.48</b>
Beverage Service Attendant Host and Product Promoter Coat Check				
<b>Class 1</b>	<b>\$ 9.48</b>	<b>\$10.18</b>	<b>\$10.58</b>	<b>\$10.98</b>
<b>With 5% vacation pay</b>	<b>\$ 9.95</b>	<b>\$10.69</b>	<b>\$11.11</b>	<b>\$11.53</b>
Food Service General Worker Theatre Concession Attendant Theatre Attendant Catering/Zap!/SUB Text Office Assistant 1 Poll Sitter Busser				
<b>Class 2</b>	<b>\$10.10</b>	<b>\$10.80</b>	<b>\$11.20</b>	<b>\$11.60</b>
<b>With 5% vacation pay</b>	<b>\$10.60</b>	<b>\$11.34</b>	<b>\$11.76</b>	<b>\$12.18</b>
Catering Set-up Crew Bartender Office Assistant 2 Building Attendant Security Attendant 1-Training online 40 hours				
<b>Class 3</b>	<b>\$11.58</b>	<b>\$12.28</b>	<b>\$12.68</b>	<b>\$13.08</b>
<b>With 5% vacation pay</b>	<b>\$12.16</b>	<b>\$12.90</b>	<b>\$13.32</b>	<b>\$13.74</b>
Student Supervisors Cooks Security Attendant 2-Hands on Training 24 hours Chief and Deputy Electoral Officers				
<b>Class 4</b>	<b>\$13.26</b>	<b>\$13.26</b>	<b>\$13.62</b>	<b>\$13.99</b>
Licensed Security Attendant				
<b>Class 5 A</b>	<b>\$15.00</b>	<b>\$15.00</b>	<b>\$15.41</b>	<b>\$15.83</b>
Assistant Chef de Parti				
<b>Class 5</b>	<b><u>May 1/07</u></b> <b>\$15.85</b>	<b><u>May 1/08</u></b> <b>\$16.55</b>	<b><u>May 1/09</u></b> <b>\$17.01</b>	<b><u>May 1/10</u></b> <b>\$17.48</b>



## **SECURITY – FEES & TESTING**

The Company will grandfather the existing employees that need the security certification and will pay for fees and testing on the following basis:

- Pay for fees and tests for both BST 1 & 2 including wages for hours for both parts of the course.
- **BST 1** – Forty (40) hours online wages
  - January 1<sup>st</sup> – twenty (20) hours 1<sup>st</sup> cheque. (\$10.60)
  - Remaining twenty (20) hours upon completion of working until end of term in April 1<sup>st</sup> cheque.
- **BST 2** – Twenty-four (24) hours hands on training wages.
  - Twenty-four (24) hours upon completion of working until September 30 – 1<sup>st</sup> cheque (\$12.16)

**LETTER OF UNDERSTANDING**

**BETWEEN: UNIVERSITY OF VICTORIA STUDENT'S SOCIETY**

(Hereinafter referred to as "The Company")

**OF THE FIRST PART**

**AND: UNITED STEELWORKERS  
(On Behalf of Local Union 2952)**

(Hereinafter referred to as "The Union")

**OF THE SECOND PART**

**WHEREAS** the Parties entered into a Collective Agreement (hereinafter referred to as the Agreement) effective May 1, 2008.

**AND WHEREAS** the Parties desire to amend the Collective Agreement.

**NOW THEREFORE** this Letter of Understanding shall constitute an integral part of the Agreement.

**RE: CERTIFICATE OF ILLNESS**

A permanent employee may be required to produce a certificate from a physician for any illness certifying that she/he was unable to carry out her/his duties due to illness or reasons stated in Article 27.1. The cost of such certificate will be paid by the Employer.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2008

**UNIVERSITY OF VICTORIA  
STUDENTS' SOCIETY**

**UNITED STEELWORKERS  
(ON BEHALF OF LOCAL UNION 2952)**

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