

**COLLECTIVE AGREEMENT**

***BETWEEN***

**VANCOUVER ISLAND PUBLIC INTEREST RESEARCH GROUP**

***AND***

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

**September 1, 2002  
August 31, 2005**

**COLLECTIVE AGREEMENT:**

**BY AND BETWEEN: VANCOUVER ISLAND PUBLIC INTEREST RESEARCH GROUP**

(Hereinafter referred to as "The Employer")

**AND: UNITED STEELWORKERS OF AMERICA  
(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 "part-time" shall apply to an employee who is a regularly scheduled to work less than seventy (70) hours in a two (2) week pay period.
- 1.4 The term "job category" shall mean the general categories of employees as list below:
  - 1.4,1 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;
  - 1.4,2 The category of "student" employee includes all positions restricted to employees who are:
    - 1.4,2 1 Registered students who have paid VIPIRG fees for the Winter Session at the University of Victoria, and complete one (1) course per term in the Winter Session, or
    - 1.4,2 2 Students at the University of Victoria on cooperative education or practica work terms, or
    - 1.4,2 3 Registered students at the University of Victoria in certificate and diploma programs who have paid VIPIRG fees for the current term.
    - 1.4.2 4 Student employees will maintain their student status for the purpose of this Article for a period not to exceed four (4) months following completion of classes at UVIC.
  - 1.4, 3 The category of "temporary" employee includes all employees who are hired on a temporary basis. They shall include the following sub-categories:
    - 1.4,3 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 between the Employer and the Union.
    - 1.4,3 2 Term Employees – these are employees hired for a determined period with established hours.
- 1.5 The term "position" shall mean the specific job within each classification to which seniority applies.
- 1.6 The term "employer" shall apply to the Vancouver Island Public Interest Resource Group and not to individual members thereof.
- 1.7 The term "legal partner" shall mean a person who is designated as the legal partner of an employee through any legal or testamentary instrument.
- 1.8 The term "shop steward" shall apply to the union's representative of her/his designate.
- 1.9 The term "spouse" shall apply to designate wife, husband, common law partner, or declared partner, including same-sex partners.
- 1.10 The term "common law partner" shall apply to any persons having lived together for a period of one year or more.
- 1.11 The term "parent" shall apply to any person who is the natural or legal guardian of a child,

including same sex parents.

- 1.12 The term "family" shall apply to any parent, spouse, sister, brother, immediate in-laws, child, grandchild, grandparent, fiancée, guardians (including former) ward.
- 1.13 The term "SUB" shall apply to the Student Union Building at the University of Victoria.
- 1.14 The term "VIPIRG" shall apply to the Vancouver Island Public Interest Research Group.
- 1.15 The term "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.

## **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 VIPIRG and the USWA.
- 2.2 The VIPIRG Coordinating Committee, the University of Victoria Work Study employees, volunteers, and any positions funded and paid by outside sources shall be excluded from the bargaining unit. No volunteer shall do bargaining unit work.
- 2.2 The VIPIRG Coordinating Committee, the University Work Study employees and volunteers shall be excluded from the bargaining unit. No volunteer shall do bargaining unit work.
- 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 agreement with the employer or its representatives which may conflict with the terms of the Collective Agreement.

## **ARTICLE 3. - EMPLOYER RIGHTS**

- 3.1 The employer retains the right to manage VIPIRG, to determine policy of VIPIRG, 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 elected representative of the employees' shall have the right without loss of pay or benefits to

attend all meetings of the employer with voice and 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 Coord's responsibilities as employers of the excluded staff.

4.2 Employees and their elected representatives shall have the right to participate in all subcommittees of the employer.

**4.3 Job Descriptions**

4.3,1 All existing and new job descriptions and amendments to job descriptions shall be made by mutual agreement of the employer and the union, and shall be found in the appendices of this agreement.

4.3,2 Where existing job duties are altered or the volume of work increased, or where a staff member is otherwise unfairly or incorrectly classified, 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 being changed.

4.4 Any reports or recommendations about to be made to the employer dealing with matters of personnel, operation or financial policies or procedures which directly affect employees within the bargaining unit, shall be communicated in writing by the employer to the union 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 employer.

**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.

**5.2 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 employer 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 1.3 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 picket line not initiated by the local, she/he shall be deemed to have applied for and been granted a paid leave of absence for any shifts occurring in the first two days 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 or 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 the 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 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.
- 6.2,2 The employer agrees to deduct \$0.01 per hour worked by each employee and forward these funds to the union's Humanity Fund.
- 6.2,3 Cheques will be made payable to Jim English (or his successor), International Treasurer of the United Steelworkers of America. Until further notice from the union, all cheques and a statement of total deductions from each employee, will be forwarded to the United Steelworkers of America, P.O. Box 1400 Postal Station "A", Vancouver, BC, V6C 2P7, prior to the 15th of the month following that in which the deductions apply.
- 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 discussions related to the merger/affiliation.

## **ARTICLE 7 - UNION ACTIVITY**

### **7.1 Leave for Union Representatives on Matters Respecting this Agreement**

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 Leave for Union Functions**

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 forth-five (45) working days.

### **7.3 Leave of Absence for Full Time Union or Public Duties**

- 7.3,1 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 "official campaign period" so that an employee may be a candidate in federal or provincial elections, or up to thirty (30) days so that an employee may be a candidate in a municipal election.
- 7.3,2 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.
- 7.3,3 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 extent. 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.
- 7.3,4 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.
- 7.3,5 Leave of absence provisions as outlined in Article 7.2 and 7.3 are for permanent employees only.

#### **7.4 Compensation for Union Duties**

- 7.4,1 Time spent by up to three (3) employees at Labour Management Committee and Occupational Health and Safety Committee shall be paid. Overtime and minimum call-in provisions shall not apply.
- 7.4,2 Time spent by the Shop Steward at all meetings with the employer through the grievance procedure shall be considered paid. Overtime and minimum call-in provisions shall not apply.
- 7.4,3 Two (2) employees engaged in collective bargaining with the employer shall be paid. Overtime and minimum call-in provisions shall not apply. Provisions for meal allowances shall apply as per Article 24.7,3.

#### **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 the employer, including all disciplinary and discharge procedures. In addition, the employer 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 the employer. 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 the employer, the employee shall inform the steward for the attention of the employer. The Shop Steward shall provide the employer with written details regarding the dissatisfaction prior to the scheduled meeting. A meeting to discuss such dissatisfaction shall occur within ten (10) working days of informing the employer.

#### **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 practised 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 dependants, place of residence, record of offences except where it relates to a bon fide qualification due to the nature of employment, H.I.V. or Acquired Immune Deficiency syndrome status, 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 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 grievor may use her or 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 grievor's personal background, lifestyle, or mode of dress shall be admissible during the grievance or arbitration process.

9.8,5 If the grievor requests that contact in her or 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 Reasons of 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 grievor, 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 grievor 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 secure locked mailbox in a location that is mutually agreeable for the purposes of communication. Where notice or reply to the union is required in the fulfilment 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 mailbox.
- 10.2 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.
- 10.3 The employer shall provide the union with an updated list of the membership of the management and any other designates of the employer. The union shall provide the employer with an updated list of the names of shop stewards, committee persons, and staff representatives.
- 10.4 The employer agrees to inform all employees that a union agreement is in effect. Whenever possible, upon commencement of employment, the employee shall be introduced to the area Shop Steward by the employer, who shall also provide the new employee with a copy of the current Collective Agreement. The cost of preparing and producing a sufficient number of copies of the Agreement shall be borne seventy-five (75%) percent by the employer and twenty-five percent (25%) by the union and all work shall be performed by union labour in a union shop.
- 10.5 **Union Label**
- 10.5,1 In order that the employer's general membership and the general public may be aware of the benefits of a unionized work force, the union label shall be displayed prominently in each work area in every division.

- 10.5,2 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.
- 10.5,3 Other locations and uses of the union label shall be my mutual agreement of the employer and the union.
- 10.5,4 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.
- 10.5,5 Employees shall be entitled to wear union pins and emblems and/or Steward badges while they are working.
- 10.5,6 The union shall provide union emblems, labels and logos to the employer.
- 10.6 Orientation information supplied by the employer to acquaint its 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 start date 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.
- 11.1,1 Seniority will be on a permanent employee and student/temporary employee basis and will mean length of service in the bargaining unit as defined in Article 11.1.
- 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 shall only be lost if the employee:
1. Voluntarily resigns;
  2. Voluntarily leaves the bargaining unit; or
  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 question;
  3. Employee's regular job category, classification, position, and regular rate of pay including 5% vacation pay; and
  4. Probationary employees shall also be show on the list.

- 11.6 In order to protect seniority of unionized student staff, the employer will make a reasonable effort to ensure that unionized student term positions and student manager term positions remain under the collective agreement, rather than switching to work study or grant funding status.

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

- 12.1 The employer agrees to adhere to the principle of affirmative principles in hiring. Such affirmative practice considers colour, disabilities, gender etc.

- 12.2 The terms of this article do not apply to the hiring of an emergency fill-in employee or term employee for a term of thirty (30) days or less.

- 12.3 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.

### **12.4 Job Posting**

- 12.4,1 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.

- 12.4,2 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 union. All job postings shall state "Vancouver Island Public Interest Research Group is an equal opportunity employer" and shall state that the position is unionized.

### **12.5 Hiring Committee**

- 12.5,1 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 Coordinator for the position being filled.

- 12.5,2 The hiring committee shall consist of a least one (1) members of the bargaining unit.

- 12.5,3 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.

- 12.5,4 The hiring committee shall not exceed five (5) members.

### **12.6 Internal Hiring**

- 12.6,1 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.

- 12.6,2 An internal employee who is the successful applicant for the vacant position shall complete a two (2) 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 probation period, the employee shall be considered to have resigned from former seniority lists.

## 12.7 External Hiring

12.7,1 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.

## 12.8 Union Information

12.8,1 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.

12.8,2 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 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.

12.9 The employer shall report the hiring of new employees to the union.

## 12.10 Probationary Period

12.10,1 New employees shall work through a probationary period. The employer shall inform new employees of this period at the time of their hiring and explain the nature of the probationary period.

12.10,2 The initial four (4) months of employment as a new employee shall be a probationary period.

12.10,3 As per Article 11.5,2, the probationary period for employees transferring or changing to a new position, category of division shall be two (2) months.

12.10,4 The employer shall provide a new probationary employee with a written evaluation of her or 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 Labour Management Committee.

12.10,5 When a probationary employee successfully completes a probationary period, the employer shall notify in writing the employee and the union within a week of the end of the probationary period.

12.10,6 All evaluative and/or disciplinary materials placed in an employee's personnel file during the probationary period shall be removed when the employee completes the probationary period.

12.10,7 Probationary employees shall be subject to all the provisions of the agreement. The employment of such employees may be terminated with just cause during the probationary period on seven (7) day's notice.

12.20,8 Under extreme circumstances notice shall be waved. The Union shall be consulted prior to dismissal.

12.10,9 After completion of an employee's initial probationary period, seniority shall be effective from the original date of hiring.

12.10,10 Student and temporary employees, as defined in Articles 1.4,2 and 1.4,3, shall work through a probationary period agreed to by the Labour Management Committee. Such probationary period shall be determined based on the anticipated length of employment for which such employees are hired.

## **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 to discuss the proposed layoff.

13.1,3 Employees shall be laid off in reverse order of their seniority as defined in Article 10. 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.

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

13.1,4 1The employer shall give notice to the union of the date of layoff.

13.1,4 2Any 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 student employees shall be at least one (1) month.

13.1,4 3An 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. 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 vacant position has been declined by all employees on the recall list.

13.2,4 Notice of a vacant position shall be made by telephone, or if unsuccessful by registered mail to the last address of the employee known by the employer. A copy shall be sent to the union.

13.2,5 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 A thirty-five (35) hour work week shall be a "full time work week" for the purposes of calculating pro-rated benefits for employees with fewer hours per week.

14.1,2 There shall be 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 any time the employee chooses, provided there is no undue disruption of work. Exclusive of meal break, total break time cannot exceed thirty (30) minutes for a seven (7) hour shift.

14.1,3 No seven (7) hour shift shall be spread over a period of longer than eight (8) hours with one (1) hour off for an unpaid meal break.

14.1,4 The employer recognizes that shift flexibility is important to staff and therefore no reasonable shift change request will be denied.

14.1,5 Employees who work more than thirty-five (35) hours for the Employer shall receive time off in lieu or be paid for such overtime at the appropriate rate.

#### **14.2 Hours of Work, Full-Time Employees**

14.2,1 The work week shall be thirty-five (35) hours. The work day shall not exceed seven (7) hours.

14.2,2 Full-time employees shall be permitted to have two (2) fifteen (15) minute paid breaks from work, one in the first and one in the second half of the shift each working day. The union agrees there shall be no undue disruption of work.

14.2,3 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.

#### **14.3 Hours of Work, Part-Time Employees**

14.3,1 Part-time employees 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, provide there is no undue disruption of work. Total break time can not exceed thirty (30) minutes for a seven hour shift.

14.3,2 The employer recognizes that shift flexibility is important to part-time and student employees; therefore, no reasonable shift exchange request shall be denied.

14.3,3 Employees who work more than thirty-five (35) hours for the employer shall be paid for such overtime at the appropriate rate.

#### **14.4 Overtime**

14.4,1 Overtime shall be defined as all authorized hours worked in excess of seven (7) in a day or thirty five (35) hours per week. For the purposes of this clause, a week commences at 12:01 am on Sunday and ends at midnight Saturday.

14.4,2 The first two hours of overtime in a day shall be recompensed at one and one-half (1.5) times the regular hourly rate of pay.

14.4,3 Overtime beyond two (2) hours in a day or hours worked on the sixth or seventh day worked, or hours worked on an employee's scheduled day off shall be recompensed at double (2) the hour rate of pay.

14.4,4 When the employee is required to work overtime, she/he shall receive a meal break of one half (.5) 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 hour meal break paid at double time. Meal break of one half hour (.5) at double the regular hourly rate on the sixth and seventh day worked or on a scheduled day off, will be given on the completion of each four (4) hours of overtime worked.

14.4,5 Overtime pay shall be compensated by time off for overtime owed in lieu of overtime pay, or by overtime pay. This arrangement must be made prior to the time worked and be made by mutual agreement.

14.4,6 In the event that an employee upon termination of employment accrued paid vacation time and/or overtime 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 their employment.

14.4,7 All overtime shall be voluntary and by mutual agreement.

## **ARTICLE 15. - PAID HOLIDAYS**

### **15.1 Office Holidays**

15.1,1 The following days are designated as paid holidays:

New Years Day	Canada Day	December 6	December 29
Intl Women's Day	B.C. Day	December 24	December 30
Good Friday	Labour Day	December 25	
Easter Monday	Thanksgiving	December 26	
May 1	Day	December 27	
Victoria Day	Remembrance Day	December 28	

15.1,2 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.

15.1,3 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.

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

15.2,1 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.

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

15.3 When an employee is on vacation and an office holiday occurs during that period, the office holiday shall not count as a day of vacation.

15.4 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 beyond human control 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.

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

### **16.1 General Leave**

16.1,1 The employer may grant an employee general leave of absence for up to two(2) calendar year without pay, after having been in the employ of the employer for no less than (1) one year. There shall be one (1) month written request. 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.

16.2 Employees who are required by law to serve as jurors or witnesses, or 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.

16.3 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 if polls are not open after work hours.

### **16.4 Maternity and Adoption Leave**

16.4,1 A pregnant employee who wishes to continue working during the period of pregnancy shall not be denied that right.

16.4,2 No employee shall be severed or lose benefits due to maternity/adoption leave.

16.4,3 Employees eligible to receive Unemployment 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 (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.

16.4,4 The maternity/adoption leave period shall be determined at the discretion of the employee. Employees shall give at least one month notice of the start of maternity/adoption leave, and six (6) weeks notice of the date the leave is to end. Employees may be granted up to one (1) year additional maternity/adoption leave without pay. In cases where there is an unexpected early end to the pregnancy period less than two (2) weeks notice will be acceptable.

16.4,5 If an employee is terminated or laid off after her return from maternity/adoption leave and before she is eligible for full employment insurance benefits, the employer shall make up the number of weeks necessary to ensure full eligibility.

### **16.5 Parental Leave**

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 eight 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 Personal Leave**

In each calendar year the employer shall grant each employee personal leave with pay, without

loss of seniority for the following reasons and corresponding length 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 five (5) working days
- Canadian citizenship leave one (1) working day

#### **16.7 Incarceration Leave**

- 16.7,1 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.
- 16.7,2 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.
- 16.7,3 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.

#### **16.8 Medical and Dental Care Leave**

Where it is not possible for an 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.

#### **16.9 Bereavement Leave**

- 16.9,1 An employee shall be granted ten (10) regularly scheduled working days 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. An employee shall be granted three (3) days leave, plus unpaid travel time for the death of a close friend.
- 16.9,2 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.

#### **16.10 Compassionate Leave**

No reasonable request for an unpaid compassionate leave will be denied. Compassionate leave of up to five (5) days will be granted to an employee. This 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 will be provided with a New Employee Orientation Session. The agenda for such sessions shall be approved by the Labour Management Committee.
- 17.1,3 For all new employees there shall be provided a training period with pay of two (2) weeks. These training periods are to ensure proper introduction to the skills and techniques of the position as outlined by the current job description(s).

17.1,3,1 Training periods, if required, for temporary employees shall be determined by the Labour Management Committee. Such training periods will be pro-rated based on the nature of the work and the estimated period of employment.

#### 17.1,4 **Staff Professional Development**

17.1,4 1 For each permanent employee, there shall be a minimum amount of five hundred dollars (\$500.00) per year allocated by the employer to professional development, which would include, but not be limited to, seminars workshops, and retreats. The same shall apply for student employees on pro-rated bases.

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

17.2 The employer shall maintain full W.C.B. coverage for all employees.

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

#### 17.4 **Occupational Health and Safety Committee**

17.4,1 An Occupational Health and Safety Committee, consisting of employees selected by the union, shall meet with a management representative or representatives not less frequently than once a month.

17.4,2 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.

17.4,3 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.

17.4,4 Should the members of the Committee be unable to reach an agreement on any matter, it shall become subject to collective bargaining at Labour Management Committee.

17.4,5 The employer's failure to implement a recommendation of the Committee shall be subject to the Grievance Procedure.

17.5 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.

17.6 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 or 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.

- 17.7 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.
- 17.8 An employee who has incurred a compensable injury shall have pay and benefits maintained until the Worker's Compensation Board benefits come into effect.
- 17.9 Employees injured on the job shall be provided free transportation by the employer to and from a doctor's office or a hospital.
- 17.10 The employer shall provide the union with copies of all accident reports, and other health and safety records in the possession of the employer.
- 17.11 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.
- 17.12 **Computer Safety**
  - 17.12,1 Upon request, the employer shall supply computer anti-glare screens for all video display terminals in the work place.
  - 17.12,2 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.
  - 17.12,3 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 employers 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 (75cm) and adequate working surface and support for source documents.
  - 17.12,4 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.
  - 17.12,5 Pregnant employees shall have the right to refuse to work at computer stations with video display monitors which emit radiation. Any pregnant employee 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 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.
- 18.2 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.
- 18.3,1 No employee shall be discharged due to technological change.

- 18.3,2 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.

## **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 considered time worked by the employee. Overtime and minimum call in provisions shall not apply. All discipline shall occur at meetings scheduled by mutual agreement within three days of the employer notifying the employee of intent to serve discipline.
- 19.2,2 No member of the bargaining unit may serve another member of the bargaining unit with discipline.
- 19.2,3 An employee whose performance is unsatisfactory shall be warned informally by the Employer. If after such 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 verbal warning by the Employer. The verbal warning must be explicitly stated to be such a warning by the Employer. The warning shall be accompanied by advice calculated to assist the employee in correcting the problem. The Employer 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 the employer 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 the employer 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 the employer 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 employer from her or 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 the employer. 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 the employee has been suspended and has returned to work for a reasonable time and the problem continues, then the employer may discharge the employee. A discharge shall be given in writing to the employee at a meeting with the employer 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 automatically 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 re-instated 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 The employee shall be informed within two (2) working days of any addition to her/his personnel file, and 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 employer, 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.
- 21.2 The purpose of the committee shall be to maintain communication, promote cooperation between employees and the employer and to discuss matters of concern relating to the Collective Agreement.
- 21.3 **Meetings**
- 21.3,1 The committee shall meet at the request of either party and must be held no later than ten (10) working days after such a request. There shall be a minimum of one (1) meeting per month.
- 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 one (1) copy of the minutes to the Recording Secretary of 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, job 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 VIPIRG.
- 21.5,2 This meeting shall be convened within one (1) working day of receiving such notification.

## **ARTICLE 22. GRIEVANCE PROCEDURE**

- 22.1 **Types of Grievances**
- 22.1,1 **Individual Grievance:** A grievance, whether initiated by an individual or by the union that is confined in scope to a particular employee.
- 22.1,2 **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.
- 22.1,3 **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.
- 22.1,4 **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.
- 22.2 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.

### 22.3 **Grievance Procedure**

22.3,1 **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 liaison person 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.

22.3,2 **STEP 2** - Should no settlement ensue within fourteen (14) calendar days of the meeting in Step 1, the grievance shall be referred in writing, to the employer who shall meet with the shop steward and the employee and shall 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.

22.3,3 **STEP 3** - Should no settlement ensue within fourteen (14) calendar days of the serving of the written notice in Step 2, the grievance shall be referred to the Grievance Committee which shall endeavour to settle the dispute.

22.3,4 **STEP 4** - Should the foregoing process fail to settle the issue within fourteen (14) calendar days of its submission to the Grievance Committee, the matter may, in accordance with the Arbitration Procedure, be submitted by either party to an Arbitration Committee, unless both parties agree to a single arbitrator.

22.4 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 settlement of the grievance. Upon settlement of a grievance, written documentation shall be made of any agreement reached and shall be signed by representatives of both parties.

22.5 The time limits specified in this procedure may be extended by mutual agreement of the parties.

### 22.6 **Confidentiality**

22.6,1 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.

22.6,2 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.

22.7 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.

22.8 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.

22.9 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 22.3.

22.10 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 The Arbitrator**

- 23.1,1 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.
- 23.1,2 The Arbitrator shall determine her/his own procedures, but shall give full opportunities to the parties to present evidence and make representations.
- 23.1,3 The Arbitrator shall not have the power to alter or amend any of the provisions of this agreement.
- 23.1,4 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.
- 23.1,5 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.
- 23.1,6 The Arbitrator shall have jurisdiction to determine whether a grievance is grievable.
- 23.2 Two representatives of the employer and two representatives of the union are to meet within five (5) working days of notification of the intent to proceed to arbitration, for the purpose of selecting a single arbitrator.
- 23.3 Where a single arbitrator has been agreed upon by both representatives, the arbitrator shall be requested in writing to, by the party requesting arbitration, set a place, time, and date for the hearing, within ninety (90) days of such a request.
- 23.4 Where a single arbitrator does not accept the request to arbitrate, or where she/he is unable to set a hearing date within the ninety (90) days stipulated, two representatives shall meet within five (5) days to select another arbitrator.
- 23.5 If both parties cannot agree to a single arbitrator, a party desiring arbitration shall appoint a member for the Arbitration Committee and shall notify the other party, in writing, of its appointment and the particulars of the matter in dispute.
- 23.6 The party receiving the notice shall, within five (5) working days thereafter, appoint a member to the Committee and notify the other party of its appointment.
- 23.7 The two arbitrators so appointed shall confer to select a third person to serve as Chairperson of the Committee. If, after three (3) working days from the appointment of the second arbitrator, a third person has not been appointed, either arbitrator may apply to the Labour Relations Board of British Columbia to appoint a third person.
- 23.8 The Committee shall follow the same terms as stated in 23.1 for a single arbitrator. The committee shall make its award within ten (10) working days from the date of the Appointment of the Chairperson.
- 23.9 The Committee shall deliver its report, the award of the majority of the Committee and the effective date of the award, in writing, to each of the parties. This award shall be final and binding upon the parties.
- 23.10 The parties shall jointly bear the cost of the arbitrator(s).
- 23.11 Should parties disagree as to the meaning of the decision of the arbitration committee or single arbitrator, either party may apply within twenty-one (21) days to clarify the decision.

23.12 The time limits specified in this procedure may be extended by mutual agreement of the parties.

#### **ARTICLE 24. - CLASSIFICATION DESCRIPTIONS**

- 24.1 The employer shall provide the union with a copy of the recognized classification description for each group of employees included in this bargaining unit.
- 24.2 The job classifications, positions, and descriptions listed in the attached Classifications List are part of this Agreement.
- 24.3 No employee may perform work within a classification for a rate other than that set forth in this Agreement.
- 24.4 All new job 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 job classification.

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

- 25.1 The wages for each job classification are listed in the attached Wage schedule.
- 25.2 Where employees attend seminars, workshops, training courses, retreats or similar events, on days off, sponsored by external third parties, at the request of the employer, they will receive time off equivalent to the time spent at such seminar or workshop.
- 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 or his pay statement. If requested, this statement must be provided to employees.
- 25.5 **Final Payment of Wages**
  - 25.5,1 An employee being discharged, or laid off, shall be paid all wages due to her or 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 or 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, upon management's approval, shall be thirty-two cents (\$.32) per kilometer.
  - 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 or his car at the approved mileage rate.

## **25.7 Travel Expenses and Allowances**

- 25.7,1 The per diem provided to employees shall be \$40.00. The half per diem shall be \$20.00. Individual meal allowances shall be as follows: nine (\$9.00) dollars for breakfast, eleven (\$11) dollars for lunch and twenty (\$20) dollars for dinner.
- 25.7,2 Per diems shall be provided to all employees engaged in the following activities: 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**

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.

- 25.9 When an employee is called into work between 11:00pm and 7:00am, 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 are, or after 11:30pm, 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, must be bondable except by mutual agreement of the employer and the union. Employees 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 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, twelve (12) working days.
  - 26.2,2 In the second calendar years of service, fifteen (15) working days per year.
  - 26.2,2 In the third calendar years of service, twenty-one (21) 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 ten (10) such days.

- 26.2,4 At the end of each calendar year an employee may carry-over up to twelve (12) working days of unused vacation time to the next calendar year.
- 26.2,5 At the end of each calendar year (December 31) an employee may carry over up to twelve (12) days of unused vacation time to the next calendar year or be paid out by August 31. This option is to be determined in writing by the employee by April 30.
- 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 or 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 or 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.

#### **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**
- A permanent employee shall earn twenty-four days of sick leave per year at the rate of two (2) days for every month an employee is employed. This shall be pro-rated for positions who have less than 35 hours per week.
- 27.3 **Accumulation of Sick Leave**
- The unused portion of an employee's sick leave shall accrue for her or his future benefits up to a maximum of twenty-five (25) working days.
- 27.4 **Certificate of Illness**
- A permanent employee may be required to produce a certificate from a physician for any illness in excess of five (5) consecutive working days, certifying that she/he was unable to carry out her/his duties due to illness or reasons stated in Article 27.1.
- 27.5 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.
- 27.6 Employees shall have access to their sick leave credit records.

**ARTICLE 28 - EMPLOYEE BENEFITS**

28.1 The employer shall pay the full cost of the following premiums for all permanent employees; their spouses and families. Spouses and families are included at the option of the employee.

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.

**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 (\$7) dollars per hour for an employee who incurs a cost for substitute child care when required to work outside the regular hours of work.

28.3 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).

**ARTICLE 29 - DURATION OF THIS AGREEMENT**

29.1 This Agreement shall be binding and remain in full force from September 1, 2002 to and including August 31, 2005, 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 expire of this Agreement, or immediately preceding the last day of August in any year thereafter, by written notice to require the other party to the Agreement to commence collective bargaining.

29.2 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 renegotiated if required.

29.3 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.

29.4 The operation of Section 50(2) of the Labour Relations Code of British Columbia is hereby excluded.

**ARTICLE 30 – FUNDING APPLICATIONS FOR NEW PROJECTS AT VIPIRG**

30.1 In consultation with staff, the Employer will make every effort to ensure adequate funding for additional hours when seeking funding for new projects.

**IN WITNESS WHEREOF:** The parties have executed this Agreement at Victoria, British Columbia this date of \_\_\_\_\_ 2002.

**Signed on behalf of  
Vancouver Island Public Interest Group**

**Signed on behalf of  
United Steelworkers of America  
On Behalf of Local Union 2952**

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\_\_\_\_\_

**APPENDIX ONE**

**CLASSIFICATION LIST**

**JOB CLASSIFICATION**

**POSITION**

**PERMANENT**

EXECUTIVE DIRECTOR I  
EXECUTIVE DIRECTOR II  
EXECUTIVE DIRECTOR III

RESEARCH COORDINATOR I  
RESEARCH COORDINATOR II  
RESEARCH COORDINATOR III

**STUDENT/TERM POSITIONS**

**(to be determined each year)**

Student/Term I

Working on Undergrad degree or recent completion of degree

Student/Term II

Working on Undergrad degree with significant relevant experience

Student/Term III

Enrolled in Graduate Program, or equivalent

Student/Term IV

Completed Graduate Degree, with work experience or enrolled in doctoral studies

**APPENDIX TWO**

**WAGE SCHEDULE – HOURLY RATE**

<b><u>POSITION</u></b>	<b><u>YEAR 1</u></b>	<b><u>YEAR 2</u></b>	<b><u>YEAR 3</u></b>
Executive Director I Research Director I	\$19.70	\$19.70	\$19.70
Executive Director II Research Coordinator II	\$20.27	\$20.27	\$20.27
Executive Director III Research Coordinator III	\$22.00	\$22.50	\$23.00
Student/Term I	\$12.00	\$12.00	\$12.00
Student/Term II	\$14.00	\$14.00	\$14.00
Student/Term III	\$17.00	\$17.00	\$17.00
Student/Term IV	\$18.00	\$18.00	\$18.00

## **WAGE RATE PROGRESSION**

### **RESEARCH COORDINATOR**

#### **RESEARCH COORDINATOR I**

Qualifications: MA in social sciences or equivalent  
Writing & communication skills  
Understand NGO environment  
Experience in using research as a social justice tool  
Experience in facilitating training workshops

#### **RESEARCH COORDINATOR II**

One year experience as Research Coordinator I or equivalent education and experience in the field.

#### **RESEARCH COORDINATOR III**

One year experience as Research Coordinator II or equivalent education and experience in the field.

### **EXECUTIVE DIRECTOR**

#### **EXECUTIVE DIRECTOR I**

Bachelors degree in relevant field  
Personnel, financial and project management skills  
Experience in non-profit sector  
Experience and skills in facilitation, writing, public speaking and with media

#### **EXECUTIVE DIRECTOR II**

One year experience as Executive Director I or equivalent education and experience in the field.

#### **EXECUTIVE DIRECTOR III**

One year experience as Executive Director II or equivalent education and experience in the field.

### **Reclassification of Current Employees**

1. Stacy Chappel will be reclassified as Executive Director III.
2. Bruce Wallace will be reclassified as Research Coordinator III.

### **HOURS OF WORK FOR EXECUTIVE DIRECTOR III AND RESEARCH COORDINATOR III**

Twenty-six (26) hours per week for each of the employees in each of the above classifications. (This is an agreement between the Parties and will not be included in the Agreement. Future hours of work per week will be decided between the Parties in the Labour Management Committee meetings. Their decisions will be in accordance with the terms of the Collective Agreement.)

**RRSP/RESP**

Effective immediately, permanent employees covered by this Agreement will be eligible to participate in the Employer sponsored RRSP or RESP of an employee's choice. Participation will be voluntary. Contributions made by those employees who elect to participate will be matched by equal Employer contributions up to and including a maximum of:

\$50 per month effective date of ratification of this Agreement.

\$60 per month effective September 1, 2003

\$70 per month effective September 1, 2004

**LETTER OF UNDERSTANDING**

**BETWEEN: VANCOUVER ISLAND PUBLIC INTEREST RESEARCH GROUP**

**OF THE FIRST PART**

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

**OF THE SECOND PART**

**Subject: Dental Plan for Undergraduate Student Employees**

Undergraduate students who work for VIPIRG for a minimum of three hundred (300) hours in any 12 month period will be entitled to reimbursement for a dental check-up/cleaning, to a maximum of one hundred and fifty dollars (\$150.00). A receipt for this service must be submitted to the Employer prior to a payment being made.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2002

**Signed on behalf of  
Vancouver Island Public Interest Group**

**Signed on behalf of  
United Steelworkers of America  
On Behalf of Local Union 2952**

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**LETTER OF UNDERSTANDING**

**BETWEEN: VANCOUVER ISLAND PUBLIC INTEREST RESEARCH GROUP**

**OF THE FIRST PART**

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

**OF THE SECOND PART**

**Subject: Clarification of Internal Hiring as per Article 12 of the Agreement**

During negotiations, the Parties agreed that there would be two (2) seniority lists, one for permanent employees and one for student and temporary employees. It is also agreed that for the purpose of filling vacancies as per Article 12.6 of the Agreement, qualified employees on the permanent list will be given first opportunity to fill the vacancy, followed by qualified employees on the student/temporary list. Failing a successful candidate, the Employer will fill the vacancy as per Article 12.7 of the Agreement.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2002

**Signed on behalf of  
Vancouver Island Public Interest Group**

**Signed on behalf of  
United Steelworkers of America  
On Behalf of Local Union 2952**

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