

COLLECTIVE AGREEMENT

between

**CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 1858**

and

WESTERN STUDENT HOUSING LTD.

Term of Agreement:

MAY 1, 2004 AND APRIL 30, 2007

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ARTICLE 1 - GENERAL PURPOSES

1.01 Purpose of Agreement

The purpose of this Agreement is to establish the terms and conditions of employment so that efficient, quality operations and harmonious relationships can be maintained to the mutual benefit of the parties.

1.02 Conflict with Employer Regulations

This Agreement shall take precedence over any regulation made by or on behalf of the Employer.

1.03 No Other Agreements

No employee covered by this Agreement shall be required or permitted to make an agreement with the Employer or its representatives which conflicts with the terms of this Agreement.

1.04 Number and Gender

This Agreement is intended to be gender neutral and is to be interpreted on that basis, where the context permits. Whenever the singular or plural is used in this Agreement, it shall be construed as meaning the plural or singular, where the context permits.

ARTICLE 2 - RECOGNITION

2.01 Bargaining Unit

The Employer recognizes the Canadian Union of Public Employees, Local 1858 as the sole and exclusive collective bargaining agent for all its employees included in the Bargaining Unit as in the Certificate issued by law.

2.02 Management Rights

The Union recognizes that it is the right of the Employer to exercise the regular and customary function of management and to direct the working forces, subject to the terms of this Agreement. The question of whether any of these rights is limited by this Agreement shall be decided through the grievance and arbitration procedure.

ARTICLE 3 - DEFINITIONS

3.01 Probationary Employee

An employee who is serving a four (4) month probationary period to determine suitability as a regular employee.

3.02 Regular Employee

An employee who has been appointed to a regular position, upon successful completion of the probationary period.

3.03 Full Time and Part Time Work Assignments

Full-time work assignments shall consist of forty (40) hours per week. Assignments of less than forty (40) hours per week shall be considered part-time.

3.04 Probationary Period

Except as mutually agreed upon by the parties, the initial four (4) months of employment of a regular employee shall be a probationary period. In extenuating circumstances, the probationary period may be extended by a maximum of a further four (4) months. The employment of a probationary employee may be terminated at any time during the probationary period with ten (10) days notice or pay in lieu of notice, except in the case of termination for cause.

3.05 Mutual Agreement

Mutual agreement shall be defined as agreement between the Employer and the Union, unless otherwise stated.

3.06 Lay Off

A reduction in the work assignment of an employee's regular work schedule as specified in the current job posting or appointment form constitutes a lay off.

ARTICLE 4 - NO DISCRIMINATION

4.01 There shall be no discrimination against any employee by reason of that employee's race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, age, sex or sexual orientation, criminal conviction unrelated to work, or by reason of that employee's Union membership or activity in the Union.

ARTICLE 5 - UNION MEMBERSHIP, SECURITY AND RIGHTS5.01 Union Membership

All employees covered by this Agreement shall become and remain members of the Union in good standing, pursuant to its constitution and by-laws, as a condition of continued employment. In this regard, new employees shall join the Union within thirty (30) days of being hired.

5.02 Correspondence

All correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Recording Secretary of the Union and the Administrator Manager of the Employer.

5.03 Bulletin Boards

The Union bulletin board provided by the Employer will be maintained at the Dunsmuir Office. The use of this board shall be restricted to the business affairs of the Union.

5.04 Union Insignia

Employees shall have the right to wear or display the recognized insignia of the Union.

5.05 Right to Refuse to Cross Picket Lines

- a) Employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a dispute as defined in the *Labour Code of British Columbia Act*. Any employee failing to report for duty shall be considered to be absent without pay. Refusal to cross the picket line of a legal strike shall not constitute cause for discipline or dismissal.
- b) Employees will not receive pay or benefits, including pay for Statutory Holidays, for time not worked in exercising these rights.

5.06 Recognition of the Steward

The Employer recognizes the Steward elected by the Union and shall not discriminate against the Steward for carrying out duties properly assigned to that position. The Union shall provide written notice of the name of the Steward.

5.07 Union Bargaining Committee

A Union Bargaining Committee shall be appointed by the Union and shall consist of two (2) members of the Union. The Union shall have the right to have the assistance of members of the Union staff when negotiating with the Employer.

5.08 Union Representatives

The Employer agrees that access to its premises will be granted to members of the Union staff when dealing or negotiating with the Employer, as well as for the purpose of investigating and assisting in the settlement of a grievance. Members of Union staff shall notify the Administrator Manager in advance of their intention and their purpose for entering the premises and shall not interfere with the normal business operations.

5.09 Bargaining Information

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

5.10 Time off for Union Business

a) Without Pay

With prior approval from the Administrator Manager and provided always that operational requirements permit, leave of absence without pay and without loss of seniority shall be granted:

- i) to an elected or appointed representative of the Union, to attend conventions of the Union and bodies to which the Union is affiliated; and Union business which requires them to leave their premises of employment;
- ii) for employees who are representatives of the Union or the bargaining committee to attend meetings of the Bargaining Committee.

When leave without pay is granted, the leave shall be given with pay; the Union shall reimburse the Employer for the appropriate costs incurred, including travel time.

b) With Pay

With prior approval from the Administrator Manager and provided always that operational requirements permit, leave of absence with pay shall be granted:

- i) to bargaining committee members to carry on negotiations with the Employer;
- ii) to employees called to appear as witnesses before an Arbitration Board;
- iii) to Stewards to perform their duties pursuant to Section 7.01.

5.11 Full-Time Union or Public Duties

The Employer shall grant, on written request, leave of absence without pay:

- a) for employees to seek election in a Municipal, Provincial or Federal election;
- b) for employees selected for full-time position with the Union or any body to which the Union is affiliated for a period of one year.

Such leave may be renewed each year, on request, during the employee's term in office. Such employee shall receive pay and benefits as provided for in this Agreement but the Union shall reimburse the Employer for all pay and benefits during the period of absence.

5.12 Personnel Files

- a) Any employee shall have access to their complete in-service personnel file and shall have the right to make copies of any documents, except letters of reference and materials which may have been provided in confidence to Western Student Housing Ltd.
- b) Upon request of an employee, material of an adverse or disciplinary nature, except evaluation reports, shall be removed from an employee's file eighteen (18) months after date of issue, providing no material of a similar nature has been added.

5.13 New Employees

The Employer shall acquaint new employees with the fact that this Agreement is in effect and with the conditions of employment set-out in the articles dealing with Union Security and Dues Check-off. New employees shall be given a copy of this Agreement and shall be advised of the name of the Union's Steward. When possible, the Employer shall introduce new employees to the Union's Steward on the job.

ARTICLE 6 - UNION DUES AND DEDUCTIONS

6.01 Dues Check-Off

The Employer shall, as a condition of employment, deduct from the wages of each employee in the bargaining unit, upon receipt of written authorization signed by the employee, the amount of the regular monthly dues payable to the Union by a member of the Union, and the one time initiation fee.

6.02 Assessments Levied

The Employer shall deduct any assessments levied against employees in accordance with the Union constitution or bylaws.

6.03 Semi-Monthly Deductions

Deductions shall be made semi-monthly and membership dues or payments in lieu thereof shall be considered as owing in the month for which they are so deducted.

6.04 Remittance of Union Dues

Remittance to the Treasurer of the Union shall not be later than the tenth (10th) of the following month and the Employer shall also provide a list of names as well as the classification of those employees from whose salaries such deductions have been made together with the amounts deducted from each employee.

6.05 Advice to Employer

Before the Employer is obliged to deduct any amount under sections 6.01 or 6.02, the Union must advise the Employer in writing of the amount of its dues and fees. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the Treasurer of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.

ARTICLE 7 – GRIEVANCES7.01 Steward Duties

A Steward shall obtain the permission of the Administrator Manager before leaving work to perform duties as a Steward; such permission shall not be unreasonably withheld. On resuming normal duties, the Steward shall notify the Administrator Manager.

7.02 Meetings of the Parties

It is agreed and understood that either party to this Agreement may request a meeting of the parties and/or authorized representatives for the purpose of discussing informally any matter which could result in resolving or implementing the grievance procedure. Such meeting shall in no way prejudice the employee's right to invoke the grievance procedure as provided herein.

7.03 Grievance Procedure Steps

In the event that any difference arises concerning the interpretation, application, operation or any alleged violation of this Agreement, including any question as to whether any matter can be arbitrated, there shall be no stoppage of work, and the difference shall be finally and conclusively settled as follows:

Step 1

The aggrieved employee shall submit the grievance, which shall be in writing, to the Administrator Manager, who shall render a written decision within ten (10) working days following her receipt of same. The employee may be accompanied by the Union's Steward or another representative of the Union at this Step, should the employee so desire. An employee seeking to initiate a grievance under this Step must do so not later than twenty (20) working days after the date:

- a) on which the employee was notified, verbally or in writing, of the action or circumstances giving rise to the grievance; or
- b) on which the employee first became aware of the action or circumstances giving rise to the grievance.

Step 2

Failing settlement at Step 1, the Union shall, within a further ten (10) working days, submit the grievance, in writing, to the member(s) of the Western Housing Ltd. Board designated for this purpose. The parties shall meet to discuss the grievance within ten (10) working days following the Employer's receipt of the grievance at this Step. The Employer shall render a written decision within ten (10) working days of this meeting.

Step 3

Failing settlement at Step 2, the Union may refer the dispute to arbitration under article 7.08, within a further twenty (20) working days following receipt of the Employer's decision at Step 2.

7.04 Time Limits

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

7.05 Union Grievances

The Union and its representatives shall have the right to initiate grievances of a policy nature, where no aggrieved employee can be identified, or group grievances involving more than one employee.

7.06 Facilities for Grievances

The Dunsmuir Office shall be made available for the grievance meetings.

7.07 Grievance Troubleshooter

- a) If a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of this Agreement, **May 1, 2004 – April 30, 2007**, or a substitute selected by mutual agreement of the parties, shall at the request of either party:
 - i) investigate the difference,
 - ii) define the issue in the difference, and

- iii) make written recommendations to resolve the difference

within thirty (30) days of the date of receipt of the request; and, for those thirty (30) days from that date, time does not run in respect of the grievance procedure.
- b) This section (7.07) is intended to be non-prejudicial in nature and the parties agree not to rely upon any matter arising out of an application of this section in other interpretations of the Agreement or at any subsequent hearing or proceeding under the Agreement or under the Labour Relations Code of B.C., without the mutual consent of both parties.
- c) Each party shall pay its own expenses and costs and one-third (1/3) of the compensation and expenses of the Troubleshooter, provided that the Minister of Finance of the Province authorizes payment of the remaining one-third (1/3) of such costs pursuant to Section 103 of the *Labour Relations Code of BC*.

7.08 Arbitration

- a) The Arbitration Board shall consist of one (1) person who shall be selected by mutual agreement of the parties.
- b) The Arbitration Board may determine appropriate procedures in accordance with the *Labour Relations Code of B C* and shall give full opportunity to all parties to present evidence and make representations. The Arbitration Board shall bear and determine the dispute or allegation and shall make every effort to render a decision within reasonable time.
- c) The decision of the Arbitration Board shall be final and binding on both parties. The Arbitration Board shall not make any award contrary to the terms and conditions and intent of this Agreement, nor amending this Agreement in any way.
- d) Each party to the arbitration shall pay its own expenses and costs of arbitration and one-half (1/2) of the compensation and expenses of the Arbitration Board and of stenographic and other expenses of the Arbitration Board.
- e) The parties agree the hearing shall be conducted as expeditiously as possible.

ARTICLE 8 - DISCIPLINE AND EVALUATIONS8.01 Disciplinary Warnings

Whenever the Employer deems it necessary to censure an employee in a manner indicating dismissal or discipline may follow any further infraction or may follow if such employee fails to bring job performance up to a required standard by a given date, the Administrator Manager shall call a meeting with the employee notifying the employee they have the right to a steward or Union representative at that meeting. The Employer shall, within ten (10)days after the meeting, give written particulars of such censure to the employee involved and the Recording Secretary of the Union.

8.02 Discipline or Dismissal for Just Cause

In cases of discipline or dismissal for just cause, the burden of proof shall rest with the Employer. The Employer shall provide a written statement of the grounds for its action, with a copy to the Union. Any written reply by the employee shall become part of the employee's record.

8.03 Evaluation Reports

Where a formal appraisal of an employee's performance is carried out, the employee concerned shall be given the opportunity to read and review the appraisal. Provision shall be made on the evaluation form for an employee to sign it as having read it.

ARTICLE 9 - SENIORITY9.01 Job Security

The parties recognize that job security and opportunities should increase with length of service as a regular employee.

9.02 Seniority Defined

Seniority is defined as the length of service as a regular employee in the bargaining unit since the date of last hire, inclusive of service prior to certification of the Union.

9.03 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's regular service commenced. An up-to-date seniority list shall be sent to the Union and posted on the Dunsmuir Office bulletin board, as necessary.

9.04 Probationary Period

Upon successful completion of the probationary period, seniority will be backdated to the commencement date of that probationary employment.

ARTICLE 10 - POSTING AND STAFF CHANGES**10.01 Job Posting**

- a) When a vacancy occurs or a new position is created inside the bargaining unit, the Employer shall post notice of the position on the bulletin board at the Dunsmuir Office for a minimum of five (5) working days, so that all members will know about the vacancy or new position.
- b) The posting shall contain: the job title; duties and responsibilities; required qualifications, knowledge, skills, education and experience; work schedule and wage rate.
- c) The Employer may advertise the vacancy externally at the same time.

10.02 Role of Seniority in Promotions and Transfers

- a) In making promotions, transfers or filling vacancies, the skill, knowledge and ability of the employees concerned shall be the primary consideration. Where such qualifications are relatively equal, seniority shall be the determining factor.
- b) In applying subsection (a), current regular employees shall receive preference over external applicants in filling posted vacancies, provided they have the required skill, knowledge and ability to perform the work in question.

10.03 Notification to Employee and Union

Within five (5) working days of the date of appointment to a vacant position within the bargaining unit, the name of the successful applicant shall be sent to each applicant from within the bargaining unit. Upon request, those unsuccessful applicants shall be given the reasons for the decision.

10.04 Trial Period

- a) The successful applicant shall be placed on trial for a period of two (2) months, subject to further two (2) month extensions by mutual agreement between the Administrator Manager and the employee. Any further extension will require the mutual agreement of the Union and the Employer.
- b) The trial period shall be at the established rate of pay for the position.
- c) Upon successful completion of the trial period, the employee shall be confirmed in the position. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, the employee shall be returned to the former position and wage rate without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position and wage rate, without loss of seniority.

ARTICLE 11 - LAY OFF AND RECALL

11.01 Seasonal Layoffs

Seasonal layoffs are inherent in all regular positions and shall be exempt from the notice requirements of this article (section 11.04), provided that the Employer shall give employees as much notice as operationally possible of seasonal layoffs. Employees, who are on seasonal layoff, shall be given opportunity to return to their positions should staffing demands arise during the course of such lay off, provided that the Employer shall not be required to provide new or additional layoff notice when such short-term work comes to an end.

11.02 Order of Layoff

The layoff of regular employees shall be in reverse order of seniority within each classification.

11.03 Bumping

Regular employees who are laid-off, other than a seasonal layoff, shall be eligible to exercise their seniority and bump a more junior employee in another classification, at an equivalent or lower pay grade, provided the employee seeking to bump has the skill, knowledge and ability to perform the work in question. In order to exercise bumping rights under this section, the employee seeking to bump must notify the Employer of this intention within five (5) working days of being notified of such layoff. Failure to do so shall result in the loss of all bumping rights.

11.04 Notice of Layoff

Regular employees who are laid off, other than a seasonal layoff, shall receive notice or pay in lieu thereof as follows:

- a) except where the date of layoff is established by the appointment notice, the Employer shall give two (2) weeks' notice in the event of lay off, other than a seasonal layoff.
- b) After the completion of a period of employment of three (3) consecutive years, employees shall receive three (3) weeks' notice, and
- c) for each subsequent completed year of continuous employment, an additional one (1) week's notice, to a maximum total of eight (8) weeks' notice.

11.05 Recall

Regular employees shall be recalled in order of service seniority to (a) their classification and (b) any classification (same or lower pay grade) provided they have the skill, knowledge and ability to perform the work involved.

11.06 Written Notice of Recall

The recall of laid off regular employees shall be made by written notice of recall delivered by certified mail to the employees' current address. If employees fail, within five (5) working days of delivery of the notice of recall, to agree to return to work on a specified or mutually agreed upon date, they cease to be employees and shall be terminated in all respects, unless such failure to return is the result of illness or injury, or other good and sufficient reason making it impossible for the employee to report.

11.07 Current Address

It shall be the responsibility of laid off regular employees to keep the Administrator Manager informed of their current address.

11.08 Expiry of Recall Rights

While the Employer shall make every effort to recall laid off regular employees before hiring new employees, a layoff period extending beyond twelve (12) months shall constitute termination of employment in all respects.

ARTICLE 12 - HOURS OF WORK

12.01 Normal Hours of Work

- a) The hours of work for housekeepers shall be up to eight (8) hours per day, exclusive of meal periods, Monday to Friday inclusive.
- b) The hours of work for security shall be up to eight (8) hours per day, exclusive of meal periods, Monday through Sunday.

12.02 Minimum Hours

Employees reporting for work must be paid for a minimum of four (4) hours on any day.

12.03 Additional Hours

Operational requirements permitting, the Employer shall offer additional straight-time hours which become available to employees working less than full-time hours. It is the responsibility of the applicable employee(s) to advise the Administrator Manager, in writing, of their interest in such employment, their availability, and their skills, knowledge and ability as it might relate to such employment.

12.04 Meal Breaks

Meal periods shall be scheduled as close as possible to the middle of the work day. An employee shall be entitled to take the assigned meal period away from the work station. Where this cannot be done, the meal period shall be considered as time worked and compensated for at the appropriate overtime rate.

12.05 Rest Periods

- a) During a four (4) hour work period, employees shall be entitled to one (1) paid fifteen (15) minute rest period.
- b) Within every eight (8) hour work period, employees shall be entitled to two (2) paid fifteen (15) minute rest periods.

12.06 Shift Schedules

Notice of shift schedules for employees required to work a shift schedule and/or changes in shift schedules shall be posted as far in advance as operationally possible, but in no event less than forty-eight (48) hours in advance of the start of the new/changed schedule. In the event that an employee's shift schedule is changed within the forty-eight (48) hour notice period, the employee shall be paid an additional fifty cents (\$0.50) per hour for work performed on the first shift of the new/changed schedule. Thereafter, normal rates of pay shall apply.

12.07 Shift Exchanges

Employees may exchange shifts, with the approval of the Employer, provided that sufficient advance notice is given, the employees in question have the required skill, knowledge and ability to perform the work in question and there are no increased costs to the Employer.

12.08 Shift Premium

Straight time hours that are worked by employees between midnight and 7:00 am shall be paid a premium of twenty-five cents (\$0.25) for each hour worked. This premium shall not apply when overtime rates are being paid.

ARTICLE 13 - OVERTIME13.01 Compensation

Overtime worked shall be compensated for at the following rates:

- a) time and one-half (1.5X) for first three (3) overtime hours worked after an eight (8) hour work day.
- b) double time (2X) for all hours worked in excess of three (3) overtime hours worked after an eight (8) hour work day.
- c) double time (2X) for all hours worked on a regularly scheduled day of rest. (i.e. in the case of security, the two (2) days immediately following the completion of the assigned work week.)

13.02 Recording of Additional and Overtime Hours

Employees shall record pre-authorized additional and/or overtime hours worked on the designated form.

13.03 Sharing of Additional and Overtime Hours

Whenever feasible, additional and overtime hours shall be allocated on an equitable basis among employees in the classification impacted.

13.04 Right to Refuse Overtime

All employees shall have the right to refuse to work overtime, except when required to do so in emergency situations, without being subject to disciplinary action for so refusing.

13.05 Rest Interval

An employee required to work overtime beyond the regularly scheduled shift shall be entitled to eight (8) clear hours between the end of the overtime work and the start of the employee's next regular shift. If eight (8) clear hours are not provided, overtime rates shall apply to all hours worked on the regular shift.

13.06 Overtime Meal Allowance

An employee who is required to work a minimum of three (3) hours overtime following completion of their regular eight (8) hour shift, shall be provided with a meal or shall be reimbursed in the amount of eight dollars (\$8.00), at the Employer's

discretion. A meal break of one-half (.5) hour shall be provided at this time, paid at the overtime rate.

13.07 Overtime Banking

- a) At the time of working overtime, regular employees shall have the option to:
 - i) bank part or all of their overtime hours at the applicable overtime rate in order to take compensatory time off at a mutually agreeable later time, or
 - ii) receive pay at the applicable overtime rate.
- b) When, as a result of operational requirements, an employee's banked overtime has not been scheduled off prior to the seasonal layoff in any year or by August 31st. of each year, whichever occurs first, the balance of the employee's overtime bank shall be paid-out in cash at that time.

13.08 Call-Out

A regular employee who is called back to work by the Administrator Manager, outside of that employee's regularly scheduled hours of work, shall receive a minimum of two (2) hours pay at the applicable overtime rate. This minimum does not apply when the employee has received prior notice of such work.

ARTICLE 14 - GENERAL HOLIDAYS

- 14.01 Employees shall receive pay for general holidays in accordance with the Employment Standards Act.

ARTICLE 15 - ANNUAL VACATIONS

15.01 Entitlement

- a) Employees shall be paid their vacation entitlement on each pay cheque at the rate of four per cent (4%) on gross earnings each pay period.
- b) After five (5) completed years employment, employees shall be paid their vacation entitlement on each pay cheque at the rate of six per cent (6%) on gross earnings each pay period.

ARTICLE 16 - PERCENTAGE IN LIEU OF BENEFITS16.01 Percentage in Lieu of Benefits

Regular employees shall be paid seven (7%) percent of their basic wages on each pay cheque in lieu of benefit coverage.

16.02 Sick Leave

Employees shall accrue paid sick leave equal to one (1%) percent of their hours actually worked, to a maximum accrual of forty (40) hours. Where an employee is absent from work due to illness or non-compensable injury, the employee shall be entitled to claim paid sick leave for a maximum period equivalent to the employee's accumulated sick leave entitlement. Effective June 7, 2004, the sick leave accrual under this article shall be increased to two (2%) percent to a maximum unused sick leave accrual of sixty (60) hours.

In the event of layoff or leave of absence, any accrued sick leave in an employee's credit shall be carried forward.

ARTICLE 17 - LEAVES OF ABSENCE17.01 General Leave Without Pay

Absences without pay up to twenty (20) days may be approved by the Administrator Manager, subject to operational needs.

17.02 Emergency or Unusual Circumstances

The Administrator Manager may grant up to sixty (60) working days leave without pay to any employee requesting such leave for emergency or unusual circumstances, subject to operational needs.

17.03 Maternity Leave

- a) A pregnant employee who requests leave is entitled to up to eighteen (18) consecutive weeks of unpaid leave
 - i) beginning eleven (11) weeks before the expected birth date or later if requested by the employee, and
 - ii) ending six (6) weeks after the actual birth date unless the employee requests a shorter period.

- b) An employee who requests leave after the birth of a child or the termination of a pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave beginning on the date of the birth or of the termination of the pregnancy.
- c) An employee is entitled to up to six (6) additional consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, she is unable to return to work when her leave ends under (a) or (b).
- d) A request for leave must
 - i) be given in writing to the Employer
 - ii) if the request is made during the pregnancy, be given to the Employer at least four (4) weeks before the day the employee proposes to begin leave, and
 - iii) be accompanied by a medical practitioner's certificate stating the expected or actual birth date or the date the pregnancy terminated or stating the reasons for requesting additional leave under (c).
- e) A request for a shorter period under (a)(ii) must
 - i) be given in writing to the Employer at least one week before the date the employee proposes to return to work, and
 - ii) be accompanied by a medical practitioner's certificate stating the employee is able to resume work.

17.04 Parental Leave

- a) An employee who requests parental leave is entitled to up to twelve (12) consecutive weeks of unpaid leave beginning,
 - i) for a birth mother, immediately after the end of the leave taken under Article 16.01 unless the Employer and employee agree otherwise,
 - ii) for a birth father, after the child's birth and within fifty-two (52) weeks after that event, and
 - iii) for an adopting parent, within fifty-two (52) weeks after the child is placed with the parent.
- b) If the child has a physical, psychological or emotional condition requiring an additional period of parental care, the employee is entitled to up to five (5)

additional weeks of unpaid leave, beginning immediately after the end of the leave taken under (a).

- c) A request for leave must
 - i) be given in writing to the Employer,
 - ii) if the request is for leave under (a)(i) or (ii), be given to the Employer at least four (4) weeks before the employee proposes to begin leave, and
 - iii) be accompanied by a medical practitioner's certificate or other evidence of the employee's entitlement to leave.
- d) An employee's combined entitlement to leave under Article 16.01 and this Article is limited to thirty-two (32) weeks plus any additional leave the employee is entitled to under Article 16.01(c) or (b) above.

17.05 Family Responsibility Leave

An employee is entitled to up to five (5) days of unpaid leave during each employment year to meet responsibilities related to:

- a) the care, health or education of a child in the employee's care,
- b) the care or health of any other member of the employee's immediate family.

17.06 Bereavement Leave

- a) **An employee is entitled to four (4) days of paid leave on the death of a member of the employee's immediate family, as defined below, provided that the leave is taken within fourteen (14) calendar days of the death and the employee would otherwise be scheduled to work on the days on which the leave is granted. Effective June 7, 2004, the leave entitlement under this section shall be increased to five (5) days.**

- b) For purposes of this article, immediate family means the spouse, child, parent, mother-in-law, father-in-law, grandparent, guardian or sibling of an employee.

17.07 Jury Duty Leave

An employee who is called for Jury Duty shall continue to receive their regular pay. The employee shall turn over to the Employer any monies received from the Crown on the days the employee is normally scheduled to work providing this does not exceed the employee's regular pay rate.

17.08 Employment Deemed Continuous During Leave

- a) The services of an employee who is on leave under these articles; are deemed to be continuous for the purposes of:
 - i) calculating annual vacation entitlement and service seniority, and
 - ii) any pension, medical or other plan beneficial to the employee.
- b) The employee is entitled to all increases in wages and benefits the employee would have been entitled to had the leave not been taken or the attendance as a juror not been required.
- c) Article 16.09 does not apply if the employee has, without the Employer's consent, taken a longer leave than is allowed under this Article.

17.09 Elections

Any employee eligible to vote in a Federal, Provincial, or Municipal election or a referendum, shall have four (4) consecutive clear hours during the hours in which the polls are open, in which to cast their ballot.

17.10 Workers' Compensation Leave

Employees on an approved Workers' Compensation Board claim will receive the benefit payment directly from the Workers' Compensation Board.

ARTICLE 18 - OCCUPATIONAL HEALTH AND SAFETY

18.01 Joint Responsibility

- a) The parties recognize a joint responsibility for the matter of safety in work practices and in the working environment and shall co-operate in the establishment and improvement of safety rules and practices.
- b) The parties shall endeavour to ensure that employees are made aware of their rights and obligations under all applicable health and safety regulations.

18.02 Reporting Accident, Injury and Unsafe Work Conditions

- a) Each employee has a responsibility to report work related accidents or injuries immediately to the Administrator Manager for further action in respect to the Workers' Compensation Board.
- b) Each employee has a responsibility to immediately report unsafe, dangerous, hazardous practices and conditions to the Administrator Manager promptly who will determine appropriate action to address the concerns.

18.03 Occupational Health and Safety Monthly Meetings.

- a) In an effort to ensure identified concerns are addressed, the Employer will schedule a monthly Occupational Health and Safety meeting. Whenever possible, agenda items should be submitted to the Administrator Manager two (2) days prior to the meeting.
- b) Minutes of the meetings will be posted and distributed to, the Recording Secretary of the Union and retained by the Administrator Manager.

ARTICLE 19 - TECHNOLOGICAL CHANGE

19.01 The Employer shall notify the Union of proposed technological changes as far in advance as operationally possible, after which the parties shall meet to discuss matters arising out of the change (e.g. training current employees to operate the new machinery, etc.). No regular or probationary employee shall be displaced because of technological changes without having received one week's notice, pay included, for each year of service, with a minimum of four (4) weeks and a maximum of eight (8) weeks, during which time the employee will be allowed up to five (5) hours a week with pay for the purpose of job interviews.

ARTICLE 20 - CONTRACTING OUT

- 20.01 The Employer agrees not to contract out any work presently performed by employees covered by the Agreement which would result in the lay-off or increased seasonal lay-off of such employees.
- 20.02 It is understood that there is no intent to limit the Employer's ability to contract out work that has been contracted out prior to reaching this agreement.

ARTICLE 21 - LIST OF DUTIES AND NEW /CHANGED POSITIONS

- 21.01 The Employer shall develop a list of representative duties for all classifications of employees covered by this Agreement.
- 21.02 The Employer shall prepare an applicable list of duties whenever a new classification is created or the duties of an existing classification are permanently changed in a significant and material way. The parties shall meet to negotiate the rate to apply to such new/changed job, as well as the question of retroactivity. If the parties are unable to agree within thirty (30) days following the first meeting, either party may submit the matter to arbitration under this Agreement for final resolution.

ARTICLE 22 – GENERAL PROVISIONS

22.01 Residence Closures

No employee shall suffer any loss of wages as a result of the Employer declaring a temporary closure for reasons other than economic. This guarantee is limited to five (5) days in any calendar year.

22.02 Clothing

The Employer will supply Security personnel with a windbreaker type jacket clearly identifying them as Security personnel every three (3) years or earlier if needed (commencing September 2006), provided the employee turns in his or her worn or damaged jacket to the Manager. The Employer shall provide housekeeping personnel with two aprons with pockets every year or as needed which ever comes first. Housekeepers shall take the responsibility for the upkeep of the aprons.

ARTICLE 23 - CONTINUATION OF ACQUIRED RIGHTS

- 23.01 All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate or materially alter any provision of this Agreement, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the parties shall remain in existence. In addition, the parties shall negotiate a mutually agreeable provision to be substituted for the provision which has been invalidated or materially altered.

ARTICLE 24 - COPIES OF AGREEMENT

24.01 The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and the inherent rights and obligations. For this reason, the Employer shall print and distribute copies of the Agreement within thirty (30) days of signing.

ARTICLE 25 - MUTUALLY AGREED CHANGES

25.01 Any changes deemed necessary in this Agreement may be made by mutual agreement of the parties at any time during the existence of this Agreement. Such changes shall be subject to the grievance and arbitration procedure.

ARTICLE 26 - TERM OF AGREEMENT

26.01 This Agreement shall be binding and remain in effect for a period of three (3) years commencing **May 1, 2004 and expiring April 30, 2007.**

26.02 If no new agreement is reached by the expiration of this Agreement, this Agreement shall remain in effect until a legal strike or a legal lockout commences, or until a new or renewed agreement is entered into.

ARTICLE 27 - SCHEDULE "A"

27.01 Schedule "A" attached hereto sets-out the wages to apply for the term of this Agreement.

Signed in the City of Nanaimo, BC this ____ day of _____, 2005

Western Student Housing Ltd.

**Canadian Union of Public Employees,
Local 1858**

RL/lh
cope 491
Jan 20/05

SCHEDULE "A"

WESTERN STUDENT HOUSING HOURLY WAGE RATES

Effective Dates

| Classification | May 1, 2004 | May 1, 2005 | May 1, 2006 |
|----------------|--------------------|--------------------|--------------------|
| Housekeepers | \$12.10 | \$12.40 | \$12.65 |
| Security | \$13.10 | \$13.40 | \$13.65 |

LETTER OF UNDERSTANDING

- between -

Canadian Union of Public Employees, Local 1858

- and -

Western Student Housing Ltd.

RE: PROVISION OF SAFETY EQUIPMENT

The parties shall discuss the provision of necessary safety equipment in the Health and Safety Committee.

Dated in the City of Nanaimo this _____ day of _____, 2005.

Western Student Housing Ltd.

**Canadian Union of Public Employees,
Local 1858**

LETTER OF UNDERSTANDING

- between -

Canadian Union of Public Employees, Local 1858

- and -

Western Student Housing Ltd.

RE: SUMMER SEMESTER RENTALS

The employer shall endeavour to rent the residences during the summer semester as a source of increased revenues and possible work for bargaining unit employees.

Signed this _____ day of _____, 2005.

Western Student Housing Ltd.

**Canadian Union of Public Employees,
Local 1858**

LETTER OF UNDERSTANDING

- between -

Canadian Union of Public Employees, Local 1858

- and -

Western Student Housing Ltd.

RE: STAFFING LEVELS

On or before May 31, 2005, the Employer and the Union shall discuss staffing levels for the new residences that are to be opened by September 2005. It is understood that new employees hired by Western Student Housing Ltd. to work in the housekeeping classification shall be covered by the terms of the collective agreement.

Signed this _____ day of _____, 2005

Western Student Housing Ltd.

**Canadian Union of Public Employees,
Local 1858**

RL/lh
COPE 491/ac
December 10, 2004