

COLLECTIVE AGREEMENT

BETWEEN

**THE KING EDWARD
STUDENT UNION**

AND

**THE CANADIAN UNION OF PUBLIC
EMPLOYEES LOCAL 15 (VMECW)**

JULY 15, 2004

TO

JUNE 30, 2006

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COLLECTIVE AGREEMENT

BETWEEN

THE KING EDWARD STUDENT UNION
("KESU")

AND

THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 15 – (Vancouver
Municipal, Education and Community Workers)
("The Union")

KESU is an employer as defined in the Labour Relations Code of British Columbia and the Union is the bargaining authority for the staff members of KESU. This Collective Agreement constitutes the wages and working conditions for the staff members represented by the Union.

1.0 **PURPOSE**

The purpose of this Agreement is to maintain a harmonious relationship between the parties, to define clearly the hours of work, rates of pay, conditions of work, to provide for an amicable method of resolving differences which may arise and to promote the mutual interests of KESU and the staff members.

2.0 **TERM**

2.0.2 The term of this Agreement is from July 15, 2004 to June 30, 2006.
During any period when collective bargaining is being conducted between the parties to amend this Agreement, the present Agreement will continue in full force and effect until:

- a) The Union commences a lawful strike; or
- b) KESU commences a lawful lockout; or
- c) The parties enter into a new or amended Agreement.

2.03 Subsection 2 of Section 50 of the Labour Relations Code of British Columbia will not apply to this Agreement.

3.0 DEFINITIONS

3.0.1 Regular Staff means a staff member who has completed the probationary period.

3.0.2 Probationary Staff means a staff member who has not completed the probationary period.

3.0.3 Temporary Staff means staff members hired to do specific temporary work, by mutual agreement between KESU and the Union.

3.0.4 Part-time Staff means a staff member who works less than 40 hours per week. Part-time Staff are entitled to all the provisions of this Agreement. Part-time staff will receive entitlements to accrued time off (e.g. sick leave, vacation) on a pro rata basis.

3.0.5 Student Staff means a staff member hired for a specific College term. These staff members fill a recurring position approximately coinciding with each College semester. Student Staff must be members of KESU. Employment priority will be given to registered students.

3.0.6 Student Staff and Contract/Temporary Staff will receive 10% of wages in lieu of the following benefits:

- C Clause 7.1, Medical Services Plan
- C Clause 7.2, Extended Health Benefits
- C Clause 7.3, Dental Plan
- C Clause 7.9, Group Life Insurance
- C Clause 7.10, Long Term Disability Plan
- C Clause 8.3, Parental Leave
- C Clause 8.6, Family Leave

These staff will be covered by all other provisions of the Agreement except where a provision refers specifically to Regular Staff.

Student Staff and Contract/Temporary Staff will receive 4.6% of wages in lieu of the following benefits:

- C Clause 13.0, Statutory Holidays

Student Staff and Contract/Temporary Staff will receive 4.8% of wages in lieu of the following benefits:

 c Clause 12.0, Vacations

3.0.7 KESU will not use Student Staff to displace or reduce the hours of work of regular staff or positions.

3.0.8 The Executive Director serves as the supervisor for all staff of the Union. The Executive Director will not be responsible for discipline or discharge of other staff.

4.0 UNION SECURITY

4.1 Maintenance of Membership

4.1.1 All present staff members covered by this Agreement who are now members of the Union will remain members of the Union.

4.1.2 All persons employed on or after the signing of this Agreement will become members of the Union as a condition of employment.

4.2 Dues Checkoff

4.2.1 All staff members covered by the Union's certificate of Bargaining Authority will pay a monthly fee to the Union equal to the Union's monthly dues.

4.2.2 KESU will deduct initiation fees, levies or other assessments duly authorized by the Union.

4.2.3 These payments will be made by payroll deduction.

4.2.4 Deductions are effective the day of hiring.

4.3 Discrimination

There will be no discrimination, interference, restriction or coercion exercised or practised in respect to a staff member in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, discharge or otherwise by reason of age, race, creed, colour, natural origin, political or religious affiliation, sex, sexual orientation, marital status, place of residence, physical disability, Union membership or Union activity.

4.4 Union Label

The designation **CUPE Local 15** will appear on all work typed by a member of the Union. This designation will be placed below the signatory initials on typewritten correspondence.

4.5 Union Goods and Services

4.5.1 Where possible all goods and services used by KESU in carrying out its business will be from Unionized Canadian suppliers.

4.5.2 No staff member will be required to handle or otherwise use any goods or services declared hot by the Union, the BC Federation of Labour, the Canadian Labour Congress or any other recognized labour body.

4.6 Contracting Out

KESU will not contract out bargaining unit work without the agreement of the Union. The Union recognises there are occasions where the work that is normally done by the employees within the bargaining unit may need to contract specific services to meet deadlines or deal with campaigns where the work could not be completed by staff. There will not be a reduction in staffing levels or reduction of hours should any work be contracted out.

4.7 Picket Lines

No staff member will be required to cross any picket line. Where possible, alternate work assignments will be made.

4.8 Bargaining Unit Work

Only staff members who are in the bargaining unit will do bargaining unit work. For the purposes of this Agreement the term “bargaining unit” will not include work performed by volunteers, which has traditionally been done with regard to student advocacy and activities of KESU committee in concert with staff members.

5.0 PROBATION

5.0.1 The probation period for student employees will be 240 hours or 4 months (whichever comes first). For all other employees probation will be 80 working days for all staff.

5.0.2 Probationary staff will be reviewed before the end of the probationary period.

5.0.3 If the decision of KESU is negative, KESU may:

- a) Give 2 weeks written notice which will state the nature of the problem and the way in which it should be corrected; or;
- b) Extend the probationary period, in writing, for an additional 30 days.
- c) If at the conclusion of a) or b) above, the decision of KESU is still negative then the probationary staff members may be released.

5.0.4 Probationary staff will receive a written copy of the conclusions of KESU at the conclusion of the review referred to in Clause 5.0.2 In addition KESU will discuss and explain their conclusions with the staff member upon request. If requested the discussion will be in the presence of the Steward or Union Representative.

5.0.5 Disputes arising out of this clause are subject to the provisions of Clause 15.0, Grievance Procedure.

5.0.6 Probationary staff will be entitled to all rights, conditions and benefits specified in this Agreement.

6.0 **PAYMENT OF WAGES**

6.1 **Wage Rates**

Executive Director (tier one)
July 15, 2004 \$53,040 (\$25.50/hour)

Organizer, Ombudsperson (tier two)
July 15, 2004 \$45,000 (\$21.64)

Contract/Temporary Employees
July 15, 2004 \$13.00/hour

6.2 **Cost of Living Adjustment**

On January 1 and July 1 of each year all previous rates of pay will be increased by the same percentage as the change in the Vancouver Consumer Price Index for the same period.

6.3 **Wages - Student Staff**

6.3.1 Upon hiring student staff will be paid a base wage of \$ 9.50/hour.

6.3.2 After student staff pass their probationary period they will receive a base wage raise of \$.75.

6.3.3 After 1 (one) year of employment they will receive a base wage raise of \$.75.

6.3.4 On January 1 of each year student employees previous base rates of pay will be increased by the same percentage as the change in the Vancouver Consumer Price Index for the same period.

6.4 **Pay Days**

6.4.1 KESU will pay all wages every second Thursday by pre-approved direct deposit to the staff member's bank or credit union account.

6.4.2 KESU will not make any deductions from a staff member's pay cheque unless authorized by statute, court order, this Agreement or the staff member.

6.5 Vacation Pay

Staff members will receive, upon giving at least 3 days notice preceding commencement of their annual vacation, any cheque which may fall due during their vacation period.

6.6 Transportation

6.6.1 KESU will pay for or provide all work-related transportation.

6.6.2 The Executive Director must have a valid drivers' license.

6.6.3 Where required by ICBC, KESU will reimburse staff for the cost of any additional insurance coverage necessary as a result of staff choosing to use personal vehicles for KESU business where staff members and KESU mutually agree that they will use their vehicles for KESU business.

6.7 Educational Allowance

6.7.1 KESU will pay the full cost of any course of instruction required by KESU for staff to better qualify themselves to perform their duties.

6.7.2 Should the course of instruction be requested by a staff member and approved by KESU then payment will be upon successful completion of the course.

6.7.3 No employee will be forced to take a course against their will.

6.8 Travel Expenses

6.8.1 Staff members required to travel on KESU business will receive an expense allowance of \$30.00 per day without receipts, minus \$5.00 per meal provided, to a maximum of 3 meals per day.

6.8.2 Satisfactory accommodation must be agreed upon prior to the commencement of the trip.

6.9 General Expenses

Upon presentation of receipts, KESU will reimburse staff members for all legitimate expenses incurred while performing the business of KESU.

7.0 STAFF MEMBER BENEFITS

7.1 Medical Services Plan

KESU will pay the full cost of premiums of the Medical Services Plan of BC for all regular staff members, spouses, common law spouses, same sex common law spouses, and eligible dependants.

7.2 Extended Health Benefits

7.2.1 Staff members will be covered by the CU&C Extended Health Care Plan (including vision care option).

7.2.2 KESU will pay the full cost of premiums for all regular staff members, spouses, common law spouses, same sex common law spouses, and eligible dependants.

7.2.3 The extended health care plan will include oral contraceptives.

7.3 Dental Plan

7.3.1 KESU will pay the full cost of premiums for a CU&C dental plan for all regular staff members, spouses, common law spouses, same sex common law spouses, and all other eligible dependants.

7.3.2 Coverage will be:

- Plan A - 100%
- Plan B - 50%
- Plan C - 50%

7.4 Childcare Expenses

- 7.4.1 KESU will reimburse, upon presentation of a voucher signed by the staff member, the amount of additional cost for a staff member who incurs a cost for substitute child care when required to work outside the regular hours of work.
- 7.4.2 Upon presentation of a voucher signed by the staff member, KESU will contribute a portion of a regular staff member's regular day time child care expenses.
- 7.4.3 The portion payable by KESU will be based upon provincial daycare subsidy rate. Staff will be reimbursed 25% of the maximum amount payable per child under the program.

7.5 Bereavement Leave

- 7.5.1 A staff member will be granted 10 (ten) regularly scheduled consecutive working days without loss of wages in the case of death of a parent, spouse, common law spouse, same sex common law spouse, sibling, child, mother-in-law, father-in-law, grandparent, or any second degree relative who has been residing in the same household as the staff member.
- 7.5.2 A staff member will be granted 2 regularly scheduled consecutive working days without loss of wages in the case of the death of any second degree relative.
- 7.5.3 Should the requirement for bereavement leave occur during a staff member's annual vacation, the staff member will be deemed to be on bereavement leave instead of on annual vacation.
- 7.5.4 Staff will be granted an additional 25 days leave without pay should it be requested.

7.6 Sick Leave

- 7.6.1 All regular staff will be credited in advance with 64 hours sick leave, and then accrue 8 hours for each 4 weeks worked.
- 7.6.2 Sick leave may be used when the staff member is ill, or the staff member's child is ill and parental care or attention is needed.

- 7.6.3 Sick leave may be accrued from year to year to a maximum of 130 days.
- 7.6.4 There will be no pay out of sick leave upon termination of employment.
- 7.6.5 Any staff member who has utilized all credited sick leave and is unable to return to work will be allowed leave of absence without pay for all subsequent days of absence due to sickness or disability with verification from a duly qualified medical practitioner.
- 7.6.6 Absence due to a compensable injury under the Workers=Compensation Act will not be deducted from sick leave.
- 7.6.7 Where a staff member subsequently receives payment as a result of third party liability, the staff member will reimburse KESU, to the extent of payment received, for all sick leave taken with pay, and the sick leave will be restored to the staff member=s credit.
- 7.6.8 KESU may request a medical certificate for absences of 3 days or more.

7.7 Workers' Compensation

- 7.7.1 Where a staff member is absent due to a disease, illness or personal injury for which benefits are payable under the Workers=Compensation Act, no deduction will be made from sick leave credits.
- 7.7.2 KESU will pay the staff member's full salary for any lost time.
- 7.7.3 In return, Workers= Compensation benefits for the period will be paid directly to KESU.

7.8 **Court Attendance and Jury Duty**

7.8.1 Time off with pay will be granted to staff members who serve as jurors or witnesses in any court.

7.8.2 Proof of service will be provided if requested.

7.9 **Group Life Insurance**

7.9.1 KESU will pay the total premiums for life insurance coverage.

7.9.2 Coverage will be 1-1/2 times annual salary.

7.10 **Long Term Disability Plan**

KESU will establish and pay for a Long Term Disability Plan agreeable to the Union.

7.11 **Registered Retirement Savings Plan (RRSP)**

KESU will match employee's contributions, in the amount of 7.17% of wages, to an RRSP in each employee's name and account.

7.12 **Vancouver Employee Savings Plan (VESP)**

KESU will contribute an amount equal to 2% of wages and workers will contribute an amount of 2% on wages into the Vancouver Employee Savings Plan.

8.0 **LEAVES OF ABSENCE**

8.1 **Maternity Leave**

8.1.1 A staff member will be granted 5 weeks leave with pay for maternity or adoption reasons.

8.1.2 Maternity leave without pay will be granted for a period of up to 1 year.

- 8.1.3 A pregnant staff member who requests Maternity Leave will provide KESU with a medical certificate from a fully qualified medical practitioner stating the estimated date of birth. This certificate will be provided not later than 3 months prior to the estimated date of birth.
- 8.1.4 In normal circumstances a pregnant staff member will proceed on Maternity Leave 2 months before the expected date of birth.
- 8.1.5 A staff member who desires to work during the last two (2) months of pregnancy may be permitted to do so if her attending physician notifies KESU in writing that she can perform her duties at an acceptable level and that her health will not be adversely affected. In this case, she will work for a period specified by her physician. She will be reimbursed for any costs incurred as a result of providing the requested information.
- 8.1.6 Where a staff member gives birth or the pregnancy is terminated before a request for Maternity Leave is made, KESU will, on the staff member's request and on receipt of a certificate of a medical practitioner stating that she has given birth or the pregnancy was terminated on a specified date, grant her leave as specified in Clause 8.1.1.
- 8.1.7 Maternity Leave will not end before the expiration of 6 weeks following the actual date of birth of the child unless the staff member requests a shorter period.
- 8.1.8 A request for a shorter period must be given in writing to KESU at least 1 week before the date that the staff member indicates she intends to return to work and she must furnish KESU with a certificate of a medical practitioner stating that she is able to return to work.
- 8.1.9 Where a staff member who has been granted Maternity Leave is, for reasons related to the birth or the termination of the pregnancy as certified by a medical practitioner, unable to return to work after the expiration of the leave, KESU will grant her further leaves of absence from work, without pay, for a period specified by the medical practitioner but not for a period exceeding 6 consecutive weeks.

- 8.1.10 A staff member who has been granted Maternity Leave will contact KESU at least 4 weeks before she is scheduled to return to work so that mutually convenient arrangements may be made for her return. A staff member who fails to contact KESU will be considered to have permanently terminated her employment.
- 8.1.11 A staff member on Maternity Leave will be entitled to be paid Sick Leave benefits for any incapacitating illness, whether or not the illness is related to the pregnancy, provided that she has sufficient Sick Leave credits, and produces to KESU a medical certificate duly completed by her attending physician. This Sick Leave with or without pay will not be charged against the Maternity Leave.
- 8.1.12 Clause 8.1.11 does not apply to a staff member receiving Supplementary Unemployment Benefits, Clause 8.2.

8.2 Supplementary Employment Insurance Benefits

- 8.2.1 KESU will provide a Supplementary Employment Insurance (SEIB) plan for staff members on Maternity Leave.
- 8.2.2 The SEIB plan is to supplement the Employment Insurance benefits received by staff members for temporary unemployment caused by Maternity Leave.
- 8.2.3 KESU will provide staff members who are eligible to receive Unemployment Insurance benefits with the difference between their Unemployment Insurance benefits and 95% of their gross weekly earnings for 17 weeks while the staff members are receiving Employment Insurance maternity benefits.
- 8.2.4 Staff members must prove that they have applied for and are in receipt of Unemployment Insurance benefits in order to receive SEIB payments.
- 8.2.5 SEIB is payable for the 2 week Employment Insurance waiting period.

8.3 Parental Leave

A staff member who is the mother-s partner will be granted 2 weeks leave with pay, and up to an additional 15 weeks leave without pay and is eligible to access the Supplementary Employment Insurance Benefit for 17 weeks.

8.4 Adoption Leave

8.4.1 Adoption Leave, without pay, for up to 6 months will be granted upon the request of a staff member in the case of the adoption of a child and is eligible to access the Supplementary Employment Insurance Benefit for 17 weeks.

8.4.2 The maternity leave provisions of Clause 8.1 where appropriate will apply equally to Adoption Leave with the language being interpreted accordingly (e.g. birth/adoption).

8.5 Parenthood Leave

Upon request, a staff member will be granted Parenthood Leave without pay for a period of not more than 2 years, in the event that a staff member should find it necessary to remain at home with a dependant child.

8.6 Family Leave

A regular staff member will be entitled to leave of absence with pay as follows:

Marriage (self):	5 days
Divorce (self):	2 days
Marriage (child, sibling, parent):	3 days
Moving (self):	1 day

8.7 **General Leave of Absence**

8.7.1 A regular staff member will be entitled to a leave of absence, not exceeding 3 months, without pay, each 3 years, exclusive of any other leave to which the staff member may have requested or be entitled to under this Agreement.

8.7.2 It will be the responsibility of the staff members to pay their normal share of any benefit premiums prior to the commencement of the leave.

8.8 **Public Office**

8.8.1 Necessary leave of absence without pay will be granted to any staff member who:

 C Runs for public office; or,

 C Is elected to public office.

8.8.2 It will be the responsibility of the staff member to prepay the cost of benefit premiums prior to the commencement of the leave under Clause 8.8.1(b).

8.9 **Medical Care Leave**

8.9.1 Staff will be allowed a leave with pay of 4 days per year in order to engage in personal preventative medical and dental care.

8.9.2 On request staff may be required to show proof of medical or dental care for the duration of their absence from work.

8.10 **Quarantine**

8.10.1 Leave of absence with pay will be granted to any staff member who is absent due to compulsory quarantine when the quarantine is certified by a medical practitioner.

8.10.2 This absence will not be chargeable against sick leave.

8.11 Incarceration

- 8.11.1 A leave of absence without pay will be granted to a staff member who is accused of an offence and is required to appear in court.
- 8.11.2 A leave of absence without pay will be granted to a staff member who is incarcerated while awaiting court appearance.
- 8.11.3 A leave of absence without pay for up to 2 years will be granted to any staff member incarcerated for an offence.
- 8.11.4 The period of the leave referred to in Clause 8.11.3 will not be counted for the purpose of accruing seniority credits or vacation entitlement and benefit continuation during this period will be at the staff member's expense.
- 8.11.5 This Clause 8.11 will not prevent disciplinary action against staff members who are convicted of a criminal offense against KESU or a member of KESU, or where the offence would seriously impact on their employment with KESU.
- 8.11.6 It will be the responsibility of the staff member to prepay the cost of benefit premiums prior to the commencement of the leave.
- 8.11.7 In the event that a staff member is accused of an offence and/or is incarcerated for actions taken at the request of KESU, or as a consequence of carrying out duties at the direction of KESU, the staff member will be entitled to leave with no loss in salary, seniority, or benefit entitlements for any court appearances and/or the period of incarceration.

8.12 Education and Personal Development Leave

- 8.12.1 Education and Personal Development Leave of up to 2 years without pay will be granted upon the request of a staff member.
- 8.12.2 The position occupied by the staff member may be filled by temporary staff for the duration of the leave.
- 8.12.3 It will be the responsibility of the staff member to prepay the cost of benefit premiums prior to the commencement of the leave.

8.13 **Elections**

Staff members will be allowed 4 consecutive hours off before the closing of polls in any Federal, Provincial, or Municipal election or referendum without loss of pay.

9.0 **LEAVE FOR UNION BUSINESS**

9.1 **Negotiations**

The necessary time off with pay will be granted to 2 staff members for the purpose of conducting collective bargaining with KESU or attending any other joint meeting with KESU or for the purpose of attending to the adjustment of a grievance.

9.2 **Union Business**

9.2.1 Time off without cost to KESU will be granted upon the request of the Union, to a staff member required to attend to Union business during normal working hours.

9.2.2 KESU will bill the Union for the staff member's wages for the period of leave.

9.3 **Absence From Duty of Union Officers**

9.3.1 Any staff member who is elected to a full-time position or appointed to a temporary position with the Union or any labour body to which it is affiliated will be granted a leave of absence for the purpose of performing the duties.

9.3.2 The staff member will not lose seniority in the service of KESU and will continue to accumulate seniority while performing the duties.

9.3.3 Upon retirement from the duties the former Union officer will be entitled to return to the position previously held or an equivalent position.

9.3.4 KESU will continue to pay all costs and will be reimbursed for all costs by the Union.

10.0 NEGOTIATING COMMITTEE

10.1 Structure

The Union Negotiating Committee will consist of representatives from staff, the Staff Representative of the Union or designate, and one Union executive liaison person, and up to an equal number of members appointed by KESU.

10.2 Function

All matters of mutual concern pertaining to the performance of work, operational problems, rates of pay, hours of work, collective bargaining, and other working conditions will be referred to the negotiating committee for discussion and proposed settlement.

10.3 Meetings of the Negotiating Committee

In the event that either party wishes to call a meeting of the negotiating committee, the meetings will be held at a time and place fixed by mutual consent.

10.4 Information Exchange

10.4.1 KESU will make available to the staff members, and where requested to the negotiating committee, information required by the staff members such as job descriptions, wage rates, pension and welfare plans and other information, reports, records, directive, or documents required for collective bargaining purposes.

10.4.2 The staff members will make available to KESU on request any information, reports, records, directives, or documents that may be required for collective bargaining purposes.

11.0 HOURS OF WORK AND OVERTIME

11.1 Work Week

- 11.1.1 The work week for regular staff will be 40 (forty) hours per week, 8 (eight) hours per day.
- 11.1.2 Variations may be made by mutual agreement between the Union and KESU.
- 11.1.3 The work day for Contract/Temporary staff will be a minimum of 4 (four) hours and a maximum of 8 hours per day to a maximum of 40 (forty) hours per week. For staff working a regular schedule, there will be two days off in each 7 (seven) day period.
- 11.1.4 The workday for Student staff will be a minimum of 2 (two) hours on the days the student has classes scheduled, worked over the day. The minimum hours per day for other days will be 4 (four) hours. The maximum hours will be 8 (eight) hours per day to a maximum of 40 (forty) hours per week. There will be two days off in each 7 (seven) day period.

11.2 Meal Periods and Relief Breaks

- 11.2.1 Staff members will not be required to work more than 5 (five) hours consecutively without a 2 (one-half) hour paid meal period.
- 11.2.2 Staff members are entitled to a paid 15 (fifteen) minute relief break within each 4 (four) hours worked.

11.3 Travel Time

- 11.3.1 Any travel, during the work day will be considered time worked. Should an employee be required to commence work at other the regular place of work, they may claim any additional time beyond their normal travel time to work.

When required to travel beyond the Lower Mainland, all hours spent traveling will be considered hours worked.

11.3.3 Travel time that results in a staff member working more than 40 (forty) hours in a week will be recompensed on an hour for hour basis as time off.

11.4 Overtime

11.4.1 Overtime is defined as hours worked in excess of 8 (eight) hours in a day or 40 (forty) hours in a week.

11.4.2 The first 2 (two) hours of overtime in a day will be recompensed at 1 1/2 (one and one-half) times the regular hourly rate of pay.

11.4.3 Overtime beyond 2 (two) hours in a day or hours worked on the sixth or seventh day in the week, hours worked on a staff member's scheduled day off or hours worked by Student or Contract/Temporary staff on a public holiday will be recompensed at double the regular hourly rate of pay.

11.4.4 A staff member called back to work after completing a regular shift will be compensated at double the regular hourly rate of pay for all hours worked and in addition will be compensated 1 (one) hour at double the regular hourly rate of pay for travel to and from home. In all instances a minimum of 3 (three) hours pay at double the regular hourly rate of pay will be paid.

11.4.5 When staff are required to work overtime they will receive a meal break of 1/2 (one-half) hour at double their regular rate of pay upon completion of 2 (two) hours of overtime. Additional meal breaks will be given upon completion of each additional 4 (four) hours of overtime worked.

11.4.6 Meal breaks of 1/2 (one-half) hour at double the regular hourly rate on the sixth and seventh day or on a scheduled day off will be given on the completion of each 4 (four) hours of overtime worked.

11.4.7 A meal allowance of \$7.50 will be given for each meal break earned.

11.4.8 Unless mutually agreed upon in advance, staff will receive compensating time off in lieu of pay for all overtime worked in accordance with Clause 11.4.

11.4.9 Where staff members attend seminars, workshops or similar events at the request of KESU they will receive time off equivalent to the time spent at the seminar or workshop.

- 11.4.10 Time off will be taken at a time mutually agreeable to KESU and the staff member. Should no agreement be reached, the matter should proceed as a grievance.
- 11.4.11 Compensating time off must be taken by July 31 of the following calendar year.
- 11.4.12 Staff will be paid for all compensating time off from the preceding calendar year by July 31 of the following year.

12.0 VACATIONS

- 12.0.1 In the first year of employment a regular staff member will receive 3 (three) weeks paid vacation.
- 12.0.2 In the second through third years of employment a regular staff member will receive 4 (four) weeks vacation annually.
- 12.0.3 In the fourth and subsequent years of employment a regular staff member will receive 5 (five) weeks of vacation annually.
- 12.0.4 A minimum of 10 (ten) working days vacation entitlement will normally be taken in the year in which it is earned. The balance may be taken or carried over from year to year.
- 12.0.5 When staff members resign or are terminated and have not taken their entire vacation entitlement, they will be paid for any vacation owing at the rate of 2% for each week of vacation or 0.4% for each day of vacation.
- 12.0.6 Unless there is mutual agreement to the contrary a staff member is entitled to an unbroken vacation period.
- 12.0.7 Where it can be established that illness or accident occurred during vacation, sick leave will be substituted for any vacation days lost due to the illness or accident.

13.0 PUBLIC HOLIDAYS

- 13.0.1 Regular staff will be entitled to a holiday with pay on each of the following public holidays:
- C Good Friday,
 - C Easter Monday,
 - C Victoria Day,
 - C Canada Day,
 - C BC Day,
 - C Labour Day,
 - C Thanksgiving Day,
 - C Remembrance Day,
 - C Christmas Day,
 - C Boxing Day, and
 - C New Year's Day.
- 13.0.2 Each regular staff member will receive the following days with pay during the Christmas/New Year period: Christmas Eve Day to New Year's Day, inclusive.
- 13.0.3 In addition to Clauses 13.0.1 and 2, regular staff will received 2 (two) floating holidays to be taken at the staff's discretion, provided 2 (two) days notice is given.
- 13.0.4 Whenever one of the holidays listed in Clause 13.0.1 falls on a day which is a non-working day for any regular staff member either the working day before or the working day after will be substituted for the holiday.
- 13.0.5 Any staff member required to work on any public holiday listed in Clause 13.0.1 or during the Christmas break referred to in Clause 13.0.2 will receive double the regular daily rate of pay for the day worked and in addition will receive an additional day off.
- 13.0.6 By mutual agreement between the parties another day off may be substituted for any holiday listed in Clause 13.0.1.

14.0 **SENIORITY**

14.1 **Seniority**

14.1.1 Seniority is defined as length of service in the bargaining unit for all staff and will include service with KESU prior to the certification or recognition of the Union.

14.1.2 Seniority will be given prime consideration in determining preference or priority for hiring, promotion, transfer, demotion, layoff, recall, vacation selection or any other working condition set out in this Agreement.

14.1.3 Staff will not lose seniority due to absence from work due to sickness, disability, accident, layoff, labour dispute, or approved leave of absence.

14.1.4 Staff will only lose seniority in the event that the staff member:

 C Is discharged for cause and is not reinstated.

 C Voluntarily resigns in writing and does not withdraw the resignation within 5 working days.

 C Voluntarily leaves the bargaining unit.

 C Is laid off for more than 2 years.

14.1.5 Seniority will accrue within each job classification.

14.2 **Layoff and Recall**

Staff members will be laid off and recalled according to length of service.

15.0 GRIEVANCE PROCEDURE

Any difference concerning the dismissal, discipline, or suspension of any staff member, or the interpretation, application or operation of this Agreement, or any alleged violation of this Agreement, and any question as to whether any matter is arbitrable, will be dealt with without undue delay or stoppage of work in the following manner.

15.1 Step One

15.1.1 Any staff member having a grievance will first take the matter up in person with the Chairperson of KESU within 15 days of becoming aware of the facts which gave rise to the grievance.

15.1.2 A staff member may elect to have the Union Steward or Representative present at the meeting.

15.2 Step Two

15.2.1 If the grievance is not satisfactorily resolved within 10 days of the Step One meeting the staff member or Steward may advance the grievance to Step Two.

15.2.2 The Steward together with the grievor and a Union Staff Representative will meet with the KESU Executive within 10 days of the Step One answer being received and attempt to resolve the issue.

15.3 Arbitration

15.3.1 If no satisfactory resolution is forthcoming within 10 days of the Step Two meeting then either party may advance the matter to arbitration.

15.3.2 Arbitration proceedings will be instituted by service by either party upon the other of written notice to arbitrate.

15.3.3 The notice will be served within 15 days of receiving an answer at Step Two or within 15 days of the expiry of the time limits in Step Two.

- 15.3.4 A single arbitrator will be the normal form of Arbitration Board unless there is mutual agreement to set up a 3 person board.
- 15.3.5 Should the parties fail to agree on an arbitrator within 15 days of receiving notice to arbitrate, either party may contact the Director of the Collective Agreement Arbitration Bureau to appoint an arbitrator.
- 15.3.6 Each party will bear its own costs for the arbitration. The party which loses the arbitration will pay the costs of the Arbitration Board. If neither party is a clear winner of the arbitration, the Arbitration Board will divide its costs as it determines is appropriate.

15.4 Time Limits

Any time limits set out in Clause 15.0 may be varied by mutual agreement and it is agreed that the substance of the grievance is of primary importance and that no grievance will fail on purely technical grounds.

16.0 DISCIPLINE AND DISCHARGE

16.1 For Just Cause

- 16.1.1 KESU may discipline a staff member for just cause subject to the following procedure.
- 16.1.2 A staff member is entitled, prior to the imposition of any form of discipline or discharge, to be notified at a meeting with a representative of KESU of the reasons for considering the action.
- 16.1.3 The staff member will be accompanied by a Steward or other Union representative.
- 16.1.4 Failure to comply with Clauses 16.1.2 and 3 will render the discipline or discharge null and void.
- 16.1.5 A staff member must be notified in writing of the grounds for each and every form of discipline action and/or discharge.
- 16.1.6 In subsequent grievance procedures, including arbitration, KESU will be limited to the grounds stated in the written notice.

- 16.1.7 KESU may give a written warning.
- 16.1.8 If after a written warning has been given the problem continues, KESU may then suspend the staff member for a period of up to 3 consecutive working days, i.e. 24 working hours.
- 16.1.9 The staff member may be discharged only after a written warning except where the offence itself is of such seriousness that the dismissal would be clearly justified, even in the absence of a warning.
- 16.1.10 All forms of disciplinary action, including discharge, taken by KESU against staff will be subject to Clause 15.0, Grievance Procedure.
- 16.1.11 Once the grievance procedure has been initiated by the staff member affected, any further disciplinary action will be stayed until the Grievance Procedure, Clause 15.0, has been concluded.
- 16.1.12 Any form of disciplinary action against the staff member will automatically be removed from the staff member's record after 6 months and may not be used after that unless another warning letter is issued within the 6 month period.

16.2 Reinstatement for Just Cause

If, as a result of the grievance procedure, it is found that a staff member has been discharged without just cause, that staff member will be reinstated without loss of seniority, rank or benefits, and will be compensated with interest, at current bank rates for personal savings accounts, by KESU for all the time lost retroactive to the date of discharge.

16.3 Benefits and Resignation

In case of discharge or resignation, the staff member will receive all vacation entitlements and salary due to the date of termination.

17.0 VDT USE AND PROTECTION

17.1 General Conditions

- 17.1.1 No staff member will be required to operate a VDT for more than 50 minutes in a 1 hour period and 6 hours in a work day.
- 17.1.2 During the periods when staff are not operating a VDT as provided for above, they will not be required to work within the proximity of an operating VDT.
- 17.1.3 Staff will be seated no less than 5 feet away from the nearest operating VDT other than the one the staff member is operating.
- 17.1.4 No pregnant staff member will be required to operate a VDT during the course of her pregnancy and will not suffer a reduction in rate of pay, hours of work or seniority as a result of the application of this provision.
- 17.1.5 No regular staff member will be laid off or terminated as a result of the introduction and operation of microelectronic technology, associated equipment or associated work methods or suffer a reduction in rates of pay, hours of work or seniority.
- 17.1.6 In order to monitor possible adverse effects on the eyes of staff operating VDTs, KESU will provide each staff member who will be or is required to work frequently and regularly with VDTs for periods exceeding a month, with time off with pay to obtain a full ophthalmological examination by an ophthalmologist of the staff member's choice before work with VDTs commences, and every year after that.
- 17.1.7 KESU will assume any costs of these examinations where the costs are not covered by insurance.
- 17.1.8 If the results of the ophthalmological examination indicate an adverse effect of working on VDTs, the staff member will make available to KESU the results of the examination under this clause and give KESU permission to discuss the results with the ophthalmologist.

17.1.9 When adverse effects are indicated, KESU will be responsible for paying the deductible on the cost of any corrective lenses prescribed.

17.1.10 If the prescription of corrective lenses cannot remedy the adverse effects and where no other satisfactory remedy can be mutually agreed between the parties, the provisions of Clause 17.1.5 will apply.

17.2 Standards

The following, or other standards for VDT work stations mutually satisfactory to the Union and KESU, will be adhered to:

17.2.1 Environment

- (1) Side of video terminal parallel to window.
- (2) Windows to be fitted with blinds or curtains as required to reduce glare and light levels.
- (3) Adjacent or immediately surrounding background to be a matte finish and neutral in colour.
- (4) Eliminate or reduce glare and reflection to a satisfactory level.
- (5) Ambient light levels to be between 30 and 70 foot candles (300 - 700 Lux) depending on level of use of terminal.
- (6) Noise readings from equipment to be under 65 decibels and high frequency noise eliminated.
- (7) Noise from high use terminals should be under 55 decibels if possible.
- (8) The image quality of a video terminal should be protected from interference (e.g. clean power source).

17.2.2 Workstation

- (1) Keyboard surface height at 71-75 cm. (28"-29").
- (2) Video monitor at desk height, minimum 79 cm. (30"-31").

- (3) Provide adequate working surface and support for source documents at video monitor height.

17.2.3 Chair

- (1) Air-lift/hydraulic height adjustability.
- (2) Backrest height and inclination adjustability.
- (3) Five star legs.
- (4) Woven covering.
- (5) Small shaped backrest to provide good lower back support.
- (6) Make available adjustable foot support/foot rest.

17.2.4 Impact Printers

- (1) Stand able to accommodate a printer with sound cover.
- (2) Sound cover fitted/provided.

17.3 Other Conditions

17.3.1 KESU will permit and pay for appropriate testing for ionizing and non-ionizing radiation at least once a year if the testing is available locally.

17.3.2 Equipment will be serviced at least once a year.

17.3.3 KESU and the Union will make available to each other any report or finding about VDT hazards that they may obtain. Where hazards and corrective measures have been identified by a reputable source, discussions between KESU and the Union will be initiated to determine necessary corrective action.

18.0 **RIGHTS OF THE EXECUTIVE**

- 18.0.1 The Union recognizes the right of the executive to exercise the regular and customary functions of the executive to direct the working force, subject to the terms of the Agreement.
- 18.0.2 The question of whether any of these rights is limited by this Agreement will be decided through grievance and arbitration procedures.
- 18.0.3 The executive will exercise its rights in a fair and reasonable manner.
- 18.0.4 These rights will not be used to direct the working force in a discriminatory manner nor will these rights be used in a manner which would deprive any present staff of employment except through just cause.

19.0 **STAFF MEMBER RIGHTS**

- 19.0.1 Any rules, regulations or requirements introduced to the workplace will be limited to matters pertaining to the work of each staff member.
- 19.0.2 Representatives or members of KESU will not harass, belittle or intimidate staff nor interfere in the performance of their work.
- 19.0.3 All staff will be treated equitably and there will be no infringement on the dignity or status of any staff member.

20.0 **OPERATION OF THE WORKPLACE**

- 20.0.1 KESU will exercise its rights in a just and reasonable manner consistent with this Agreement.
- 20.0.2 Staff members and their elected representatives will be entitled to fully participate in the development of work rules and policies of KESU which affect the terms and conditions of their employment and/or the day to day performance of their assigned duties and responsibilities.
- 20.0.3 Existing terms and conditions of work, customs, rights, privileges and benefits, that are not specifically mentioned in the Agreement, will be continued unless modified by mutual agreement of the executive and staff.

- 20.0.4 The staff may elect at least one representative to attend all executive committee meetings and all annual, semi-annual, and special general meetings of KESU with voice but no vote and with no loss of pay to the staff member concerned.
- 20.0.5 The elected staff member will be absent from those portions of KESU's executive meetings where the subject of discussion directly concerns negotiations between KESU and the staff.
- 20.0.6 Where new or additional equipment is required that is directly related to the workplace functions and assigned duties of the staff, the executive and staff concerned must mutually agree before a final decision is made to purchase, lease, rent or otherwise acquire the equipment.
- 20.0.7 Where renovations which will affect the working areas of staff are being planned, the executive and staff concerned must mutually agree before a final decision to authorize the renovations is made.
- 20.0.8 No job descriptions nor amendments to job descriptions will be made without the mutual agreement of the staff and the executive.
- 20.0.9 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 and other related matters will be negotiated between the executive and the staff. Failing agreement, the dispute may be referred to arbitration. The arbitrator will 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.
- 20.0.10 Job descriptions for new positions will be established by mutual agreement between the staff and the executive.

21.0 **JOINT COMMITTEE MEETINGS**

- 21.0.1 In the interest of maintaining a harmonious relationship in the workplace, at the call of either party a meeting of the Union representatives, bargaining unit members and KESU representatives will be held to discuss any general issues arising from the Agreement.
- 21.0.2 The parties are free to make any agreements in the process that they agree are appropriate.

22.0 **SEXUAL HARASSMENT**

- 22.0.1 In cases of alleged sexual harassment, involving members of KESU or its executive, the parties will meet to investigate the matter within 5 working days of the matter being brought to the attention of either party.
- 22.0.2 Should the parties be unable to resolve the problem then the aggrieved person may institute a grievance pursuant to Clause 15.0 of this Agreement.

23.0 **PERSONAL DUTIES**

- 23.0.1 No staff member will be required to perform duties of a personal nature for any member of KESU or its executive.
- 23.0.2 Refusal to perform these duties will not be considered a violation of this Agreement, nor will it be grounds for disciplinary action.

24.0 **DISTRIBUTION OF AGREEMENT**

- 24.0.1 KESU will produce and distribute copies of this Agreement to each present and new staff member.
- 24.0.2 Additional copies for the exclusive use of the Union will be made available at the cost to KESU.

25.0 **ATTENDANCE AT FEDERATION MEETINGS**

25.0.1 The Executive Director will attend all Canadian Federation of Students general meetings, executive committee meetings, skills development symposiums and other meetings of the Federation.

25.0.2 Attendance at these meetings will be considered time worked for all purposes of this Agreement.

25.0.3 Staff will attend, and related costs paid by KESU for meetings outside of the Lower Mainland where there is mutual agreement between KESU and the staff member to attend.

26.0 **HIRING COMMITTEE**

26.0.1 The hiring committee shall consist of two representatives of the employer, the executive director and another representative of the Union.

27.0 **CELLULAR TELEPHONE**

27.0.1 KESU will pay the monthly cellular telephone bill for the Executive Director. The Executive Director will be responsible for providing the telephone. Personal long distance calls will be reimbursed to KESU. The telephone number must be provided to all members of the Board of Directors.

28.0 **SUCCESSOR CLAUSE**

28.0.1 Should KESU amalgamate or merge with another Student Union or Association, the parties to this agreement agree the Collective Agreement will continue in full force and affect with CUPE Local 15 being recognized as the Successor Union. Should there be any dispute, both parties agree to make representative to the Labour Relations Board to maintain CUPE Local 15 as the Union representing all existing and any new employees as a result of the amalgamation or merger.

Signed this 23rd day of March, 2005 at the City of Vancouver in the Province of British Columbia.

Bargaining Representatives
for KESU:

“Tracy Ho”

“Eileen Mendez”

Bargaining Representatives
for the Union:

“Paul Faoro”

“Jean Dandrea”

“Christa Peters”

“Steve Baker”

LETTERS OF UNDERSTANDING

1. Job Descriptions

KESU and the staff members will attempt to develop mutually agreed upon job descriptions. If mutual agreement cannot be reached, either party may refer the matter to the grievance procedure (Clause 15.0).

bas/jj
CEP L467-UW