

**COLLECTIVE AGREEMENT BETWEEN**

**CUPE LOCAL 1004**

**AND**

**THE CAPILANO STUDENTS' UNION**

**EFFECTIVE JULY 1, 2014 TO JUNE 30, 2018**

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## **ARTICLE 1: GENERAL PURPOSE**

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

## **ARTICLE 2: RECOGNITION**

1. The Employer recognizes Local 1004, of the Canadian Union of Public Employees, as the sole and exclusive collective bargaining agent for all of its Employees and hereby agrees to negotiate with the Union, and any of its authorized committees, concerning all matters affecting the relationship between the Parties.
2. In the event there is a conflict between the requirements of this Collective Agreement and those of the Student Union's Constitution and Bylaws, Standing Resolutions, and Operations and Advocacy Policies, the requirements of the Collective Agreement shall prevail.

## **ARTICLE 3: DEFINITIONS**

1. The term "Society" shall refer to the Capilano Students' Union.
2. The term "Union" shall refer to the Canadian Union of Public Employees.
3. The term "Employer" shall refer to the Capilano Students' Union and not to individual members thereof.
4. The term "Management" shall refer to the General Manager or, in the absence of the General Manager, the Staff Liaison Officer.
5. The term "General Manager" shall refer to the manager appointed by the Employer to liaise with the Union, to supervise the bargaining unit, and to direct the workforce. It is agreed that this definition does not change the supervisory work of bargaining unit employees.
6. The term "Employee" shall include all persons hired by the Employer. For the purpose of this agreement the "Union" comprises all such employees.
7. The term "Board of Directors" shall refer to the elected board of directors of the Capilano Students' Union Association.
8. The term "Shop Steward" shall refer to the Union's representative or designate.
9. The term "Staff Liaison Officer" shall refer to the member of the Board of Directors designated to liaise with the Union in the absence of the General Manager, and to perform the functions of the General Manager when the role is vacant. If the staff liaison officer is unable to fulfill their duty, the staff liaison officer in an emergency situation or the Board of Directors may designate someone to fulfill that role.

## **ARTICLE 4: CLASSIFICATION OF EMPLOYEES**

### **1. Employee:**

The term "Employee" shall include all persons hired by the Employer according to the provision of this article. For the purpose of this Agreement the "Union" comprises all such Employees.

### **2. Classification of Employees:**

There shall be five general classifications of Employees:

- a) Permanent
- b) Replacement
- c) Emergency Relief
- d) Government funded Employees
- e) Student employees

### **3. Permanent Employees:**

This classification shall include all persons who are employed on a continuous basis. Permanent Employees shall be either full-time or part-time, as determined in Appendix I.

### **4. Replacement Employees:**

This classification shall include all Employees who have been hired to replace any Permanent Employee who is on vacation or approved leave. Replacement Employees shall take on the responsibilities as per the job description of the replaced Employee, and shall receive the wage and benefits as referred to in Article 29 of a Permanent Employee, unless stated otherwise, and shall be entitled to all rights and privileges of a permanent Employee as per this agreement, unless stated otherwise.

### **5. Emergency Relief Employees:**

This classification refers to Employees hired pursuant to Article 33(6).

### **6. Government Funded Employees:**

This classification refers to Government funded Employees such as Challenge Grant Employees.

### **7. Student Employees**

It is agreed that no permanent employees shall be terminated, transferred, laid off or have their regular scheduled workweek reduced as a result of using student employees. Student employees shall only be hired to assist permanent employees. This classification shall include all Employees who have been hired on an annual basis, with a term reasonably concurrent with the academic year. Student Employees must be students at Capilano University for the Fall and Spring semester, and if student status is lost, employment ends immediately.

**8. Filling Temporary Vacancies:**

Permanent positions that become vacant by leaves of absence granted under Articles 22, 23, 24, 25 and 26 and are of a duration of more than four (4) weeks, shall be filled for the duration of such leave (excluding December 24 - January 1 and from June 15 to August 15). Such positions will be filled pursuant to Article 33.05. In case of an unexpected leave such positions will be filled pursuant to Article 33.06 until such time as Article 33.05 can be properly concluded.

**9. Job Descriptions**

The Employer may make changes to existing job descriptions covered under this agreement, in consultation with the Union, and the Employer shall communicate any such changes to the Union thirty (30) days before the changes become effective. If necessary, the Employer shall provide training for any new job functions or duties that are introduced.

No permanent Employee shall be laid-off, or have their regular hours of work reduced, as a result of changes to the job descriptions implemented by the Employer. Changes to workload and valuation of work will be subject to the grievance procedure.

**ARTICLE 5: MANAGEMENT RIGHTS**

The Employer retains the right to manage the Society, to determine policy of the Society through its elected representatives and to hire persons and direct the work force accordingly. The Employer may suspend, discharge or discipline any Employee provided that the discharge or discipline has been for just cause and may be subject to the grievance procedure pursuant to Article 37. The Employer agrees to meaningful consultation with the Employees through their elected representatives in the development of bylaws and policies, which affect terms and conditions of employment or the day-to-day performance of assigned duties and responsibilities. Management rights will be exercised in accordance with the provisions of this Agreement.

1. All rights, benefits, privileges and working conditions which Employees now enjoy, receive or possess as Employees of the Employer, shall continue to be enjoyed or possessed insofar as they are consistent with this Agreement but may be modified by mutual agreement between the Employer and the Union.

**2. Staff Representation:**

- a) The union shall elect one representative as the union's representative to attend all meetings of the Employers executive committee with voice and no vote and with no loss of pay to the Employee concerned.
- b) In the case of all General Meetings all Employees shall attend with voice and no vote with no loss of pay to the Employees concerned.
- c) Where the subject to be discussed in the Employer's Board of Directors concerns Labour Relations matters, and that discussion is held in-camera, the Staff Representative shall be physically absent from that portion of the meeting. Labour Relations matters shall include, but not be limited to, grievances and contract negotiations.



- d) In an in-camera session management reserves the right to discuss any matters that are brought to their attention. When disciplinary action is contemplated, involves disciplinary action against an Employee, the Shop Steward or a Union Representative shall have the right to address that session and answer questions on the matter.
3. A Working Conditions Committee shall be constituted of the Employer's General Manager and the Union Shop Steward or Union Representative.
- a) The purpose of this committee shall be to maintain communication and to promote cooperation between the Employees and the Employer. It shall include within its terms of reference any matter concerning the implementation of this Collective Agreement.
- b) The Committee shall meet once per week or at the call of either party.
- c) Meetings:
- Meetings of this committee shall be held during working hours with no loss of pay or benefits to the Employee(s) concerned.
- d) Notice:
- Notice of meetings of the Working Conditions Committee shall be circulated in the work place two days before any meeting of this committee unless the matter is deemed to be of an urgent nature as determined by the General Manager or the Shop Steward.
- e) Formal Approval of Working Conditions Agreements:
- Any agreement reached at a Working Conditions meeting shall be initialed and referred to the Union Executive and the Employers executive committee for formal approval.
- f) Unresolved Disputes:
- Disputes not resolved in the Working Conditions Committee shall be referred to STEP 2 of the Grievance Procedure as set out in Article 38.
5. Any decisions made by the Board of Directors that will affect the work place will be referred to the Working Conditions Committee for discussion to Article 5.04.

## **ARTICLE 6: NO DISCRIMINATION**

The Employer recognizes that it is their responsibility to maintain a discrimination-free work place. Sexual or personal harassment may be physical and/or psychological in nature. One incident or the aggregation of a series of incidents (even where a single incident would not necessarily be considered to be harassing) may constitute sexual or personal harassment. An incident involving University or related matters may properly be considered to constitute sexual or personal harassment whether it occurs on campus or not or whether it occurs during school hours or not.

**1. Human Rights:**

It is agreed that there will be no workplace discrimination, including no discrimination against an Employee, prospective Employee or Employee representative by reason of age, race, creed, colour, national origin, political or religious views, sex (including gender identity or gender expression), sexual orientation, physical or mental disability, marital status, appearance, conviction for a criminal offence that is unrelated to the employment of that person, or whether said Employee has children.

**2. Harassment:**

- a) The Employer recognizes the right of every Employee to be treated in a professional courteous and respectful manner, in accordance with a harassment-free work place.
- b) The Employer and its representatives agree that the rules, regulations and requirements of the work place shall be limited to matters pertaining to the work required of each Employee.
- c) Employees will not be asked or required to do personal work for representatives of the Employer.
- d) Harassment includes all unwelcome behaviour or comment directed toward any specific Employee or Employees that a reasonable person would view as abusive, demeaning, threatening, intimidating, or belittling. Properly conducted performance management or progressive discipline shall not be considered harassment.

**3. Sexual Harassment:**

a) Definition:

Sexual Harassment shall be defined as any sexually oriented behaviour of a deliberate or negligent nature, which adversely affects the working environment. It includes, but is not limited to:

- 1) sexual solicitation or advance of a repeated, persistent or abusive nature made by a person who knows or ought to know that such solicitation or advance is unwanted;
- 2) implied or expressed promise of reward for complying with a sexually-oriented request;
- 3) reprisal in the form of either actual reprisal, or the denial of opportunity, or implied or expressed threat of actual reprisal or denial of opportunity for a refusal to comply with a sexually-oriented request;
- 4) sexually-oriented remarks or behaviour on the part of a person who knows that such remarks or behaviour may create a negative psychological or emotional environment for work or study.

- b) No information related to the grievor's personal background, lifestyle or mode of dress will be admissible during the grievance/arbitration process unless it adversely affects the Employee's performance in the work place.

**4. Trade Union Activity:**

The Employer will not discriminate against any Employee because of membership or activity in the Union or for the exercise of rights provided for in the Agreement.

**5. The Value of Employee Perspectives:**

The parties agree a full exchange of perspectives, opinions and views is necessary to encourage a robust resourcing of the Capilano Students' Union.

No Employee shall be disciplined solely for properly and fully contributing to workplace discussion and deliberation around Employer policy or business in the performance of their duties and responsibilities. Notwithstanding this it is understood that opinions expressed outside the student union will reflect official student union policies and positions.

**6. Harassment is Grievable:**

- a) All cases of harassment shall be considered discrimination and shall be grievable.
- b) Where the alleged harasser is the person who would normally deal with the first step of such a grievance, the grievance will automatically be sent forward to the next step.

**ARTICLE 7: EMPLOYEE INFORMATION & CONFIDENTIALITY**

**1. Employee Information:**

- a) The Employer agrees to maintain a Personnel Record File for each Employee. An Employee's personnel file shall be available and open to the Employee for his/her inspection at any reasonable time during regular working hours.

The Employer shall not introduce as evidence in a grievance or adjudication proceeding under this agreement any document pertaining to disciplinary action the existence of which the Employee was not aware of, pursuant to Article 37(1)(c).

- b) Access to Personnel Record File:

Physical access to an Employee's personnel record file shall be limited to the General Manager and the Employee requiring access. The Union shall be granted access to the file by written consent of the employee.

- c) Personal Information Reporting:

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

**2. Confidentiality:**

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

a) On the Part of the Employer:

The Employer shall restrict the transfer of all information related to the matter to the General Manager, and members of the Board of Directors. If discussion is necessary in a meeting of the Board of Directors, it shall be "in-camera". It is understood that the Employer will impress upon any such advisor that the matter remains confidential.

b) On the Part of the Union:

The Union shall restrict the transfer of all information related to the matter to members of the Local 1004. If consultation or legal advice is desired, a lawyer and/or representatives of the Canadian Union of Public Employees may be approached. It is understood that the Union will impress upon such people that the matter remains confidential.

**3. Employee Performance Assessments**

- a) Where an assessment of an employee's performance is carried out, the employee shall be given three (3) working days to read, review and ask questions about the assessment.
- b) The written assessment shall provide for the employee's signature indicating that the employee has read it.
- c) The employee may sign the assessment, which the act shall only indicate acknowledgement of the assessment, not concurrence or rejection.
- d) An employee assessment shall not be changed after an employee has signed it, without the knowledge of the employee, and such changes shall be subject to the grievance procedure of this Agreement.
- e) An employee shall be provided with a copy of the assessment.

**ARTICLE 8: UNION SECURITY**

**1. Union Shop:**

All Employees covered by the Certification shall be required as a condition of employment to be members of the union.

**2. Notification of the Employer:**

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

- a) A list of Employees, showing their name, email address, phone number, home address and employment status ranked according to seniority.
- b) The Employer shall notify the Union, through the Shop Steward in writing within five (5) working days of all job postings, hiring, transfers or resignations.
- c) The Employer shall notify the Union, through the Shop Steward, in writing within three (3) working days when any Employee has been laid-off, discharged, suspended, or given a written warning.

**3. Conflict of Interest:**

An Employee may become and maintain membership in the Capilano Students' Union, but shall not be eligible to be nominated for, to run for, nor to hold office as a member of the Employer's Board of Directors. Once the employee accepts the declaration of nomination, the employee is immediately placed on leave until the conclusion of the elections. If elected, then the employee's employment ends immediately.

The Employer shall not hire, as an Employee, any person who has been a member of the Employer's Board of Directors at any time during the preceding twelve (12) months.

**4. Bargaining Unit Work & Contracting Out:**

- a) The Employer shall not contract out bargaining unit work, only Employees hired according to the process specified in Article 33 (Hiring, Transfer and Recall) may perform bargaining unit work.
- b) The General Manager will not perform the regular and customary work of the bargaining unit. The parties recognize this position is excluded from the bargaining unit as the position is expected to be providing advice and guidance to the Board of Directors in a confidential capacity in matters relating to labour relations or personnel.

**ARTICLE 9: CHECK OFF**

**1. Authorization:**

The Employer shall deduct from every Employee any dues, initiation fees or assessments levied by the Union on its members. All Employees on the date of hire shall be required to sign an authorization for dues and assessment deduction. A copy of this authorization shall be forwarded to the Union, through the Shop Steward.

**2. Deduction of Dues:**

Dues shall be deducted from the first payroll of every month in accordance with Local Union bylaws. Dues shall be forwarded to the Secretary/Treasurer of the Local Union not later than the twelfth (12) day of that month, accompanied by a list of the names, addresses and classifications of all Employees from whose wages the deductions have been made. The Employer shall pay the Union interest at the rate of 2% per month or fraction of a month, for any delay other than those caused by Acts of Nature and postal disruption in remitting the sums listed in this article within the time period as specified in this Article.

**3. Dues Receipt:**

At the same time as Income Tax (T4) slips are made available, the Employer shall type on the amount of Union dues paid by each Employee in the previous year.

**4. Notification:**

The Union agrees that it will advise the Employer of all present assessments and dues required by the Union, and of any changes which from time to time may arise in connection with such dues and/or assessments.

**ARTICLE 10: UNION ACTIVITY**

**1. Contacting At Work:**

The elected representatives of the Union shall have the right to contact Employees at work on matters respecting this Collective Agreement and its administration. The Union agrees that there will be no disruption of work longer than ten (10) minutes without consultation with the General Manager.

**2. Leave for Union Function:**

- a) A leave of absence without pay but without loss of benefits as referred to in Article 29 shall be allowed Employees to attend conventions seminars and committee meetings of the Union, its affiliated or chartered bodies, and any labour organizations to which the Union is affiliated. Such leave shall be limited to thirty (30) days per employee per year for the bargaining unit as a whole. In no case will there be less than one (1) Employee in attendance to staff the *workplace*.
- b) The Union shall notify the General Manager of the names of its members and alternates at least two (2) weeks before such leave begins. The Employer agrees to waive this requirement when the union is confronted with unexpected, unscheduled leave requirements. In no case will there be less than one (1) Employee in attendance to staff the workplace.

**3. Leave of Absence for Full-time Union or Public Duties:**

- a) The Employer recognizes the right of an Employee to participate in public affairs. Therefore, upon written request, the Employer shall allow leave of absence without pay but without loss of benefits (as referred to in Article 29) or seniority so that the Employee may be a candidate in Federal, Provincial or Municipal elections, or elections to any federally recognized Aboriginal governing bodies, including but not limited to First Nations Band Councils, Aboriginal Governments or Self-governments.
- b) An Employee who is elected to public office shall be allowed leave of absence without pay during their term of office for a period of up to four (4) years. The Employee so elected or selected shall give one (1) month's notice. Seniority shall remain at its achieved level. The Employee shall be allowed to continue with all of the benefit plans as referred to in Article 29 of this Agreement, and they shall pay the full premium of these plans. Further leave shall be granted by mutual consent. An Employee returning from such leave shall be entitled to return to work.

- c) An Employee who is elected or selected for a full-time position with the Union, or anybody with which the Union is affiliated, shall be granted leave of absence without pay for a period of up to two (2) years, subject to extension by mutual consent. The Employee so elected or selected shall give one month's notice. The Employee shall also be allowed to continue with all benefit plans as referred to in Article 29, and they or the Union shall pay the full premiums of these plans. An Employee returning from such leave shall be entitled to return to work.
- d) To be eligible for leave under paragraphs (b) and (c) of this section, an Employee must have accumulated two (2) years seniority. Notice of intention to return, or to renew, shall be given by the Employee at least thirty (30) calendar days in advance of expiry of leave.

**4. Leave for Union Activity Meeting:**

Employees shall, at their own choice, adjust their hours of work each month to attend union meetings. The Shop Steward shall provide written confirmation of the Employees involved, subject to the approval of the General Manager. The workplace shall remain staffed with no less than one (1) Permanent Employee.

**ARTICLE 11: STEWARDS & OTHER UNION REPRESENTATION**

**1. Recognition:**

The Employer recognizes the Stewards, the members of the Union's Grievance Committee, members of the Hiring Committee and any other committees established by the Union, and the employee elected by the Union to attend meetings of the Board of Directors, and shall not discriminate against them for carrying out the duties proper to their position.

**2. Meeting the Employer:**

- a) When the General Manager wishes to discuss dissatisfaction with the work of an Employee, the Employee shall be accompanied by a Steward or Union representative.
- b) When an Employee wishes to discuss dissatisfaction with the work or performance of a representative of the Employer, e.g. Employer's Executive Members, the Employee shall inform the Steward for the attention of the General Manager.
- c) Where in-camera sessions of the Employer's Board of Directors involves disciplinary action against an Employee, the Shop Steward or a Union representative shall have the right to address that session and answer questions on the matter, but shall not be present for the vote on the matter.

**3. No Loss of Pay:**

- (a) The Shop Steward shall be entitled to leave their work during working hours in order to carry out their functions under this Agreement, including the investigation and processing of grievances, attendance at meetings with the Employer, participation in

negotiation, conciliation, mediation and arbitration. At least one (1) staff person must remain to ensure operation of the general office.

(b) The Union shall appoint up to two (2) bargaining unit members to participate in collective bargaining meetings with the Employer without loss of pay, to a maximum of thirty (30) total days.

**4. Notification by the Union:**

The Union shall regularly notify the Employer, in writing of the names of its local executive, Stewards and Grievance Committee members, and of its representatives in the Hiring Committee, and any other committees established by agreement between the Parties.

5. Times scheduled for negotiations by mutual consent that take place after 4:30 p.m. shall be without pay.

**ARTICLE 12: UNION LABEL**

1. In order that the Employer's general membership and the general public may be aware of the benefits of a unionized workforce, the Union label shall be displayed prominently at each of the locations of the Employer's operation.
2. The recognized Union label shall include the designation "CUPE" at the Employees' option. This designation shall be placed on stenography types by a member of the Union. This designation shall be placed below the signatory initials of the Employee on email and electronic correspondence of the Employer.
3. Other locations and uses of the Union label shall be by mutual consent of the Parties.
4. Employees shall be entitled to wear Union pins or emblems and/or Steward badges while they are working.

**ARTICLE 13: UNION INFORMATION**

**1. Copies of the Agreement:**

The Employer shall provide each new Employee with an up-to-date copy of the Collective Agreement upon commencement of employment. The Employer shall provide each new member of the Employer's Board of Directors with an up-to-date copy of the Collective Agreement within ten (10) days of the commencement of the Employer's term of office. The Employer shall provide all Employees as of the signing of this Agreement with an up-to-date copy of the Agreement within a reasonable period of time after this Agreement has been signed by the parties. The cost of preparing and producing a sufficient number of copies of the Agreement shall be borne by the Employer, and shall be performed by Union labour in a Union shop.

**2. Explanation of this Agreement:**

The Employer agrees that a member of the Union's local executive or the Shop Steward shall be given an opportunity during regular working hours to interview each new Employee within the first month of the Employee's employment for the purpose of



acquainting the Employee with the benefits and obligations of a Union membership and their responsibilities and obligations to the Employer and the Union.

The General Manager shall orient all new members of the Board of Directors to acquaint them with the terms of the collective agreement, the rights of Employees, and the appropriate procedures and mechanism for addressing dissatisfaction with the performance and/or conduct of an Employee. Upon completion of this requirement, the General Manager shall notify the Union, in writing, of the names of each member of the Board if Directors who received a one hour explanation.

**3. Prospective Employees:**

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

**ARTICLE 14: BULLETIN BOARD**

The Employer agrees to provide one Union bulletin board in a permanent and prominent location mutually acceptable to the Union and the Employer. The bulletin board shall be used by the Union to convey information to its members.

**ARTICLE 15: PICKET LINES**

1. The Employer agrees that no Employee shall be subject to discipline or dismissal for refusing to cross an established picket line or for refusal to handle goods for an Employer where a strike or lockout is in effect. If the Employee refuses to cross the picket line, and an alternate location has not been established for the CSU, the Employee(s) will not be paid.
2. The Employer agrees that it shall not request, require, or direct members of the bargaining unit to perform work resulting from strikes that would have been carried out by those persons on strike. If the Employer temporarily relocates, this clause would have no application on the understanding that the Employer shall not require any Employee to perform any work for a struck Employer.
3. In the event that the Employer or the Union become aware that employees represented by a trade union on Capilano University campuses have been locked-out or struck, or that notice of a lock-out or strike has been served, then the Employer and the Union shall meet within one (1) working day to ensure maintenance of the Employer's operations.

**4. Political Action:**

No Employee shall be disciplined for participation in action(s) called for or endorsed by the Canadian Labour Congress, its affiliates or subordinate bodies. Such Employees shall be deemed to have applied for a leave of absence without pay for the duration of such political action(s).

**ARTICLE 16: STAFF MEETINGS**

**1. Staff Meetings:**

The Employer will authorize Employees to arrange meetings of Employees and the General Manager, to discuss the programs and activities of the Employer. Such meetings are paid time. Unless otherwise mutually agreed, such meetings shall not amount to more than two hours per week. Once per month the Employer will authorize Employees to meet without the Employer present, for up to one hour.

**2. Staff Workshop:**

- a) The Employer will authorize Permanent and Replacement Employees to take one day per year as a staff workshop, as paid time. The purpose of the staff workshop is to develop team building amongst these Employees and the General Manager.

**ARTICLE 17: HEALTH, SAFETY & ENVIRONMENT**

**Preamble:**

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

1. The parties will support and establish regular discussion between the General Manager and a Union representative in respect of Workplace Health & Safety so that all relevant health and safety conditions are known and steps can be taken to assure continuous safe and healthy working conditions. The Society will rectify these problems to the best of its ability.
2. It is understood that the Employer does not rent or lease its premises and has very little control over the space. All reasonable attempts will be made to adhere to health and safety standards in the Society's control.
3. If a health & safety workshop is scheduled that will be mutually beneficial to the Employer and the Employees, the Union shall discuss attendance of the workshop with the General Manager. No reasonable request shall be denied.
4. a) **Right to Refuse and No Disciplinary Action:**

No Employee shall be discharged, penalized or disciplined for refusing to work on a job or in any work place or to operate any equipment where the Employee has reasonable grounds to believe that it would be physically unsafe to do so.

- b) **Injury Pay Provisions:**

An Employee who is injured in the execution of said Employee's duties and is required to leave for treatment or is sent home as a result of injury shall receive payment for the remainder of said Employee's work day at the appropriate rate of pay without reduction of sick leave for that day. Upon return to work, an Employee shall receive said Employee's regular pay and benefits as referred to in Article 29 for the time spent for further treatment of the injury during regularly scheduled hours, however, all effort shall be made by the Employee to try and schedule the additional treatment at the beginning or end of the working day. If, after thirty (30) days, additional treatment is still required, the regular working

hours pursuant to Article 39 may be temporarily changed by mutual agreement between the Employer and the Employee to facilitate the treatment of the Employee and to minimize the impact on the Employer.

5. The Employer shall provide the Union with all copies of WorkSafe BC Board reports and/or Health & Safety accident reports that pertain to the Union.

**6. WorkSafe BC and Liability Insurance:**

- a) The Employer shall provide and/or maintain WorkSafe BC and Liability Insurance.
  - b) Any Employees receiving payment for compensable injury under WorkSafe BC shall accumulate seniority and shall be entitled to all benefits as referred to in Article 29 under this Agreement. While on WorkSafe BC, the Employer shall continue to pay all premiums for the Employee for all benefits.
  - c) If the laws and regulations pertaining to taxation of benefits under this Article change, this Article may be reopened upon request of either Party.
7. An Employee who is deemed fit to return to work by WorkSafe BC shall be placed in the Employee's former or equivalent position.

**8. a) Eye Examinations:**

An Employee who normally works with a display terminal shall have an eye examination upon employment and yearly thereafter, paid for by the Employer if said examination is not paid for by the benefits plan as outlined in Article 29. The Union shall be provided with a copy of the results. Either Party may, at its own expense, require a different doctor to perform a second examination. In all cases, the choice of doctor shall be determined by mutual agreement between the Employer and the Union.

**b) Health and Safety and Environment - Eyes & Computers:**

Employees shall have the right to a ten (10) minute period of alternate work from terminal use every hour worked in front of the screen (50 minutes on, 10 minutes off). No Employee will be required to work more than five (5) hours per day, including period of alternate work at a terminal. Maintenance of this clause is the responsibility of the Employee.

**ARTICLE 18: TECHNOLOGICAL AND OTHER CHANGES**

The Employer agrees to meaningful consultation with the union before technological, procedural or equipment changes are initiated. No Employee shall be displaced, rendered redundant or suffer a loss of working hours as a result of technological change in a process.

**1. Technology**

- a) The Employer will maintain all technological equipment, including but not limited to personal portable devices, office computers and printers to a reasonable working standard.

- b) Where technological equipment cannot be maintained, to a reasonable working standard, the employer will replace it promptly.
- c) Technological equipment must be serviced annually with an analysis of the effectiveness of the technology.
- d) The parties will review the problems related to ergonomics with a view to identifying necessary solutions. It is agreed there will be regular ergonomic assessments. Such assessments shall be an on-site evaluation from a professional ergonomics consultant and, in addition these assessments will be conducted when significant changes in staffing or equipment take place. A baseline assessment will take place the latter of six (6) months following the renovation of the workplace or within twelve (12) months following ratification of the agreement.

## **ARTICLE 19: TRANSPORTATION AND PARKING**

### **1. Transportation:**

- a) Work after 9:00 pm:  

When an Employee is required to work after 9:00 pm, the Employer will pay taxi fare if the Employee doesn't have a motor vehicle with them.
- b) Work Off Campus:  

Any Employee required to attend meetings off campus, or otherwise work away from their usual work place, shall receive travel expenses.
- c) Automobile Allowance:  

Employees required to use their own vehicle on the Employer's business shall be paid at the maximum Canada Revenue Agency non-taxable mileage rate.
- d) Business Insurance:  

Where the use of an Employee's vehicle for the Employer's business requires the vehicle to be insured for business use, the Employer shall pay the difference in the insurance premiums.
- e) The Employer shall provide parking for staff on campus on or in the immediate vicinity. If there is a charge for such parking, the Employer shall incur the costs. In the event that an Employee opts to use Public Transit, the Employer shall incur the cost. At any one time, any Employee may elect to use only one of these two benefits.

## **ARTICLE 20: OFFICE HOLIDAYS**

### **1. Definition:**

An office holiday is a day of time off with pay for all Employees.

**2. Recognized Holidays:**

a) The Employer recognizes the following holidays:

- |                  |  |
|------------------|--|
| * New Year's Day | * Labour Day   |
| * Good Friday    | * Thanksgiving Day                                       |
| * Easter Monday  | * Remembrance Day  |
| * Christmas Day  | December 24  |
| * Victoria Day   | Boxing Day   |
| * Canada Day     | December 27 through 31 <i>(see 20:05.d 1 to 3 incl.)</i> |
| * B.C. Day       |  |
| * Family Day     |  |

\* Designates a Statutory Holiday

- b) The Employer agrees to recognize any additional holidays declared by the Government of Canada or the Government of British Columbia, or designated by the University or the Employer.
- c) All Student Employees shall receive holiday pay as set out in the Employment Standards Act (ESA). Holiday pay shall be paid out on each paycheque unless mutually agreed otherwise.

**3. Christmas Holidays:**

a) When any of these Christmas Holidays (December 27 to December 31), falls on an Employee's scheduled day off, there shall be no provision for rescheduling time off.

**4. Work on Office Holidays:**

- a) The Working Conditions Committee may require that an area maintain operations during an Office Holiday. The Union will make every effort to provide adequate staffing.
- b) An Employee who agrees to work on an Office Holiday which is a Statutory Holiday shall receive pay at double (2) time.
- c) An Employee who agrees to work on an Office Holiday which is not a Statutory Holiday shall receive pay at one and a half (1.5) time.

**5. Other Holidays:**

- a) For each other Office Holiday listed in section 2(a), one weekday shall be designated an Office Holiday. Normally this would be:
- 1) on the holiday, if it falls on a weekday; or
  - 2) on the adjacent workday, if it falls on a weekend; and
  - 3) when the University observes it, if it does so.

Notwithstanding A20.01, 20.02a, 20.05b, and 20.05c), if December 24th or 25th fall on a weekend, they shall not be considered office holidays for that year for the purpose of this Collective Agreement.

- b) However, if the Union feels that such a scheduling would disrupt the provision of services, it may request in a working conditions meeting that an alternative day be designated an office holiday.
- c) When any of these Office Holidays fall on a Permanent Employee's scheduled day off, the Employee has the option to receive holiday pay or to take equivalent paid time off.
- d) Christmas Exam Break
  - 1) All Permanent and Replacement part-time Employees shall receive pay equivalent to their normally scheduled hours of work during Christmas time off.
  - 2) No additional time off will be scheduled for those days cited above which fall on a Saturday or Sunday, except for December 25. Article 20.05a shall not apply.

**6. Official University Closure:**

Should the University, or an area of the University, be officially closed so that the access to or operation of the work place(s) is denied due to environmental conditions, utility disruptions, Acts of God, or other reasons beyond the control of the Employees covered by this Agreement, each normal workday during each closure shall be with no loss of pay, seniority or benefit to the Employees to a maximum of five (5) days in any one occurrence.

- 7. All Permanent Full-time Employees shall receive paid time off for ten (10) Floater Days per calendar year. A request to schedule a Floater Day shall be made to the General Manager at least three (3) weeks in advance. Requests may be made to the General Manager with less notice in the event of an emergency, and approval of such requests shall not be unreasonably withheld. Permanent Part-time Employees shall receive a pro-rated entitlement. At least one (1) Permanent Employee must remain to ensure operation of the general office. In the event of multiple requests for Floater Days to be scheduled on the same date, priority shall be given based on seniority. There shall be no carryover of Floater Days from one calendar year to the next or payment in lieu thereof.

**ARTICLE 21: VACATIONS**

**1. Calendar Year:**

The calendar year shall mean the twelve (12) month period from January 1 to December 31 inclusive.

**2. Permanent Employees Vacation Entitlement:**

Permanent Employees shall be entitled to an annual vacation with pay based on a calendar year of service on the following basis.

a) First Calendar Year of Employment:

- 1) During the employee's first calendar year of service, an employee shall receive one and one-quarter (1 1/4) working day vacation for each month worked, with the right to take days as they are accumulated. Permanent Part-time Employees shall receive a pro-rated entitlement.

b) Subsequent Calendar Years of Employment:

<u>Years of Service</u>	<u>Vacation Entitlement</u>
2 <sup>nd</sup> year	3 weeks
3 <sup>rd</sup> year	4 weeks
4 <sup>th</sup> year	4 weeks
5 <sup>th</sup> year	4 weeks
6 <sup>th</sup> year	5 weeks
7 <sup>th</sup> year	5 weeks
8 <sup>th</sup> year	5 weeks
9 <sup>th</sup> year	6 weeks
10 <sup>th</sup> , etc.	7 weeks
11 <sup>th</sup> year and greater	8 weeks

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

c) Vacation Entitlement carryover:

At the end of each calendar year an Employee may carryover up to two (2) weeks of unused vacation time to the next calendar year. This vacation time may be used at any time within the next calendar year.

3. An Employee wishing to take vacation time must have the Shop Steward forward the request to the General Manager for prior approval. An Employee in their first year of service must work 6 months before being entitled to vacation with pay.

**4. Split Vacations:**

An Employee may take holidays in broken periods with the approval of the Employer. No reasonable request will be denied.

**5. Mandatory Vacation:**

Starting with the third year of employment, an Employee must take at least two (2) weeks vacation time off per year.

**6. Termination:**

If an Employee is terminated, or if an Employee terminates employment, the Employee's vacation entitlement shall be prorated to the actual time worked in that employment year. If the Employee has exceeded this prorated allotment, the difference shall be deducted from the final paycheques prior to termination.

**7. Vacation Scheduling and Notice:**

The Employees agree to provide the Employer with a complete list of vacation selections, chosen in seniority order, by the 1st of March each year. Vacations may be rescheduled, subject to the requirement to staff the office, upon a minimum of two (2) weeks notice.

**8. Vacation Scheduling:**

Employees may schedule vacation during the summer semester (May 1 - August 31) unless it is determined that it will adversely affect office operations.

**9. Replacement and Emergency Relief Employees:**

Replacement and Emergency Relief Employees shall receive ten (10) paid holidays per year of service or as pro-rated for working a part of the year. Such Employees hired to work less than three (3) months duration shall have their holiday pay paid out on each cheque. Such Employees hired for a greater than three (3) month duration shall have the option of being paid their holiday pay on each pay cheque or of accruing paid holidays. The Employee shall have two (2) weeks to notify the Employer of their preference.

**10. Student Employees:**

All Student Employees shall receive the percentages of their wage in lieu of vacation as set out in the Employment Standards Act (ESA). Vacation pay shall be paid out on each paycheque unless mutually agreed otherwise.

**11. Paycheques:**

An Employee may, upon giving prior notice five (5) calendar days preceding a payroll input date, receive on that last payroll date any cheques which would normally fall due during the period of the vacation.

**12. Compensation for Holidays Falling Within Vacations:**

An Employee shall be granted an additional day's vacation with pay for any Office Holiday, which is observed during the Employee's vacation.

**13. Approved Sick Leave During Vacation:**

Where an Employee becomes ill or suffers an accident while on paid vacation, the Employee shall be entitled to draw upon sick leave for the duration of the illness or disability without loss of vacation time. The Employer must be notified immediately of an Employee's change in status. Such illness or disability must be certified by a medical practitioner. The period of vacation time displaced shall be taken at a mutually agreeable time. If the vacation cannot be rescheduled the vacation time will be paid out at the end of the year or be carried over until the next year at the Employee's discretion. Such carryover must not exceed the two week maximum provided in A21(2)(c), if so the time must be paid out.

**14. Work During Scheduled Vacation:**

- a) The Working Conditions Committee may request an Employee to work during their scheduled vacation time.



- b) If the Employee agrees, then for the work done during the former vacation period, the Employee shall be paid at straight time, and in addition may choose
  - 1) to reschedule the time off; or
  - 2) to receive the equivalent in time off pay,

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

- c) Requests of the Working Conditions Committee under this section shall be limited to a total of two (2) weeks per year per Employee.

## **ARTICLE 22: SPECIAL LEAVE**

### **1. Requests:**

Requests for Special Leave shall be submitted to the General Manager a minimum of one (1) week before such leave shall be taken except where extenuating circumstances do not permit. Extenuating circumstances shall include but not be limited to domestic crisis, illness in the family, and compassionate leave.

### **2. Court Duty: (as a juror or witness)**

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

### **3. Leave for Court Appearance or Incarceration:**

- a) Not Related to the Employment:

In the event that an Employee is accused of an offence which requires a court appearance, the Employee shall be entitled to a leave of absence without pay but without loss of seniority or benefits as referred to in Article 29. In the event that the Employee is jailed awaiting a court appearance, the Employee shall be entitled to leave without pay but without loss of seniority or benefits. If the Employee is found guilty and sentenced, the Employee shall receive a leave of absence without pay, seniority or benefits for the period of incarceration. If the period of incarceration exceeds six (6) months, the Employee shall be terminated.

It is understood that the intent of this paragraph is to provide leave where required by the Employee, not to condone criminal acts. This paragraph does not affect the Employer's right to discipline for just cause under Article 37, for reasons other than absence from work due to incarceration.

- b) An Employee will not be disciplined for refusing to undertake tasks at the request of the Employer which may leave them liable for prosecution.

In the event that an Employee is accused of an offense and/or is incarcerated for actions taken at the behest of the Employer, the Employee shall be entitled to a leave of absence with full pay, seniority and benefits as referred to in Article 29 for court appearances and/or the period of incarceration.

**4. Domestic Crisis, Illness or Death in the Family, Compassionate Leave:**

- a) For a domestic crisis or illness or death in the family (as described in Article 22.07 Family Defined), an Employee shall be granted paid leave to a maximum of five (5) days per occurrence and to a maximum of ten (10) days per year. Additional paid leave for compassionate reasons shall be granted by mutual agreement of the Union and the Employer. Such leave will not be unreasonably withheld.
- b) Paid leave not to exceed one (1) day shall be granted to attend the funeral of a friend or loved one who is not a family member as described in Article 22.07. Such day shall be included in the ten (10) day maximum described in Article 22.04(a).
- c) The Employer must be notified before taking leave under this Article.

**5. Compassionate Leave:**

- a) In the case of bereavement in the family, an Employee shall be entitled to a special leave to a maximum of five (5) days to and including the day of the funeral. Where the burial takes place outside the Lower Mainland, such leave shall include reasonable travel time.
- b) Leave of absence not exceeding one (1) day, with pay will be granted to attend a funeral or someone other than a family member, upon notification to the Employer.
- c) The Employee shall notify the Employer prior to taking compassionate leave.

**6. Mourner's Leave:**

Where the family of a deceased Employee requests pall bearers from the Union, such leave shall be granted for up to six (6) Employees if required.

**7. Family Defined:**

Family is defined for the purpose of this Article as follows:

parent	child
partner (including legal)	grandchild
brother	grandparent
sister	fiancé(e)
in-laws	guardians (including former)
ward	

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

8. If an Employee is on vacation and becomes eligible for Compassionate or Mourners Leave, the Employee shall be granted such leave and shall be credited with the appropriate number of vacation credits. Such leave shall be by mutual consent of the General Manager and the Shop Steward.

**9. Family Leave:**

In the following circumstances, leave with pay will be granted as follows:

Marriage/Commitment Ceremony (self)	3 days
Marriage/Commitment Ceremony (sibling, child, parent)	1 day
Divorce (self)	3 days
Moving (self)	1 day

**ARTICLE 23: EMPLOYEE EDUCATION & DEVELOPMENT LEAVE:**

1. The following shall apply to all educational leave:

a) Whenever the Employer becomes aware of a potential opportunity for educational leave for any member of the bargaining unit, the Employer will make a reasonable effort to inform the member(s) of the bargaining unit through the Shop Steward.

b) All requests for educational leave shall be made in writing and shall be forwarded to the General Manager by the Shop Steward. All such requests shall contain a statement of the anticipated benefits that the Employee(s) expect to receive as a result of the leave. The Employer shall not grant a request for educational leave unless the request has been forwarded by the Shop Steward.

c) Employee Education and Development Leave:

The Employer and the Union shall determine, through a Working Conditions Committee meeting, whether an educational program is beneficial to both the Employer and the Employee. Such programs will include, but not be limited to:

- 1) conference and general meetings of organizations concerned with the policy, economic, social organization or practice of education;
- 2) courses, conferences, and meetings relevant to the Employer and its services.

d) If a request for educational leave previously agreed to in a Working Conditions Meeting is not approved by the Employer's Board of Directors, the General Manager, or their designate, shall, within two (2) days of this decision, forward a written statement of the reason(s) that the leave is being withheld to the Shop Steward and to the Employee(s) requesting the leave.

**2. Job Development & Training:**

If an Employee wishes to attend a course, seminar or other educational program that is beneficial to the Employer and the Employee involved:

- a) Upon a meeting of the Working Conditions Committee, the Employer shall grant leave with pay to attend the course and write examinations in it.
- b) Upon completion and receipt of satisfactory documentation, the Employer shall pay the Employee's tuition fees for the course.
- c) The Employer shall authorize the Employee to discuss the program or course with other Employees or individuals of the Employer at meetings scheduled during regular working hours.
- d) And, where such programs or courses are related to the performance of the job duties at the work place, the Employer will establish a collection of related written or visual materials, as agreed upon by the Employer and the Union.
- e) Employees shall be eligible to apply for reimbursement from the Employer for expenses that improves the workplace environment, skills and well being of an employee in the workplace. The Employer will allocate \$2,500 per permanent employee for the life of this collective agreement. All expenditures will be pre-approved and such approval will not be unreasonably withheld.

**3. Examinations:**

An Employee shall be entitled to leave of absence without pay to write examinations to upgrade said Employee's employment qualifications.

**ARTICLE 24: SICK LEAVE AND EXTENDED LEAVE**

**1. Sick Leave:**

- a) Definition:  
  
"Sick Leave" is defined as an absence from work because of sickness, disability, quarantine, rehabilitation, accidents for which WorkSafe BC is not payable under the WorkSafe BC Act, or medical treatment necessitated by any of the above. Such leave shall be granted with full pay.
- b) Permanent and Replacement Full-time Employees shall earn sick leave credits at the rate of 2.33 days per month worked (twenty-eight [28] days per year). Permanent and Replacement Part-time Employees shall earn a pro-rated entitlement. All other employees shall receive 15 hours per semester for sick leave credits. Employees shall be able to have unlimited banking of their unused sick days.

**2. Extended Sick Leave:**

- a) Definition:  
An Employee shall be deemed to have applied for and been granted extended sick leave after the Employee has been absent on normal sick leave for twenty (20) working days. Such leave shall be without pay.

- b) In the case of such lengthy illness, the Employee shall apply for sick leave benefits as provided under the Long Term Disability Plan.

**3. Medical Certificate:**

The Employer may require a medical certificate for continuous absences of three (3) days or more or after three (3) incidences in a calendar year. Should an Employee be charged for a medical certificate, the Employee will be reimbursed.

**4. Sick Leave Records:**

Employees shall have access to their sick-leave credit records. Upon commencement of employment and immediately after the beginning of each calendar year thereafter, the Employer shall inform the Employee, in writing, of all the sick leave credits to which the Employee is entitled.

**5. Dental and Medical Appointments:**

Each Permanent full-time Employee shall be entitled to sixteen (16) hours paid leave per year for the purpose of attending medical and dental appointments, including appointments with health practitioners. Any leave of more than two (2) hours per occurrence shall be unpaid leave. The Employee shall provide the General Manager with at least twenty-four (24) hours' notice. All other employees shall receive a pro-rated entitlement. Unused time may not be carried forward to the following year.

**6. No Loss of Severance:**

No Employee shall be severed or lose benefits pursuant to Article 29 because of illness. Seniority shall continue to accrue during sick leave or extended sick leave for a period of eighteen (18) weeks. Medical and dental benefit plans shall be maintained.

**ARTICLE 25: PARENTING & EXTENDED PARENTING LEAVES**

**1. Parenting Leaves:**

This section applies to leave for the birth or legal adoption of a Permanent or Replacement Employee's child, whether the Employee is the mother or father.

If the Employee is eligible for Employment Insurance Coverage maternity or adoption benefits, the Employee shall be entitled to leave without pay for the duration of the Employment Insurance Coverage benefits period.

The Employee shall be re-instated in the Employee's former position, with the option of reduced hours to a maximum of eighteen (18) weeks at the Employee's request.

No Employee shall be severed or lose benefits as referred to in Article 29 because of parenting leave. Seniority, vacation entitlements and sick leave credits shall continue to accrue within the year. Medical, Extended Health Benefits and dental plans will be maintained.

**2. Pregnancy Leave**

An employee shall be granted pregnancy leave for the birth of a child or termination of a pregnancy. The length of the pregnancy leave shall be as follows:

Leave commencing before birth of child or termination of pregnancy	17 weeks
Leave commencing after birth of child or termination of pregnancy	6 weeks

Pregnancy leave may be extended by up to six (6) weeks if a birth mother is unable to return to work for reasons related to the birth or the termination of the pregnancy.

**3. Parental Leave**

An employee shall be granted parental leave before or after the birth or adoption of a child. The length of the parental leave shall be as follows:

Parental Leave – Birth Mother	35 weeks if pregnancy leave is taken
	37 weeks if pregnancy leave is not taken
Parental Leave – Birth Father	37 weeks
Parental Leave – Adoptive Parents	37 weeks

If a child has a physical, psychological or emotional condition requiring an additional period of parental care, parental leave can be extended by up to five (5) additional weeks.

**4. Extended Parenting Leave:**

a) Definition:

Upon written request to the General Manager, an Employee on parenting leave shall be granted up to twenty-four (24) months extended parenting leave. Such leave shall be without pay.

b) Medical, Extended Health Benefits as referred to in Article 29 will be maintained. Seniority shall continue to accrue. However, sick leave credits and vacations entitlements shall not continue to accrue.

c) Upon return to work, the Employee shall be reinstated to the Employee's former position, or an equivalent position, with the sick leave credits and vacation entitlements the Employee had earned prior to the leave.

**5. Supplementary Employment Insurance Benefits**

a) Birth mothers who are entitled to Pregnancy leave and who have applied for and are in receipt of Employment Insurance benefits are eligible to receive SEIB Plan payments.

b) Subject to the approval of the Employment Insurance Commission, birth fathers who, due to the death or total disability of the birth mother, have applied for and are in receipt of Employment Insurance maternity benefits are eligible to receive SEIB Plan payments.

- c) The SEIB Plan is intended to supplement the Employment Insurance benefits received by employees while they are temporarily unable to work as a result of giving birth.
- d) The SEIB Plan payment is based on the difference between the Employment Insurance benefit plus any other earnings received by an employee and their gross weekly earnings and is paid as follows:
  - (i) For the first two (2) weeks, which includes the two weeks Employment Insurance waiting period, the maximum top-up from the SEIB plan shall be forty percent (40%) of their gross weekly earnings.
  - (ii) For the next fifteen (15) weeks, the SEIB Plan payment shall provide payment based on the difference between the Employment Insurance benefit plus any other earnings received by an employee and ninety-five percent (95%) of their gross weekly earnings; and
  - (iii) Up to an additional six (6) weeks will be payable if an employee continues to receive Employment Insurance benefits and is unable to work due to a valid health reason related to the birth and provides the Employer with satisfactory medical evidence. The SEIB Plan payment shall provide payment based on the difference between the Employment Insurance benefit plus any other earnings received by an employee and ninety-five percent (95%) of their gross weekly earnings.
- e) The Plan meets the requirements of Section 38 of the Employment Insurance Regulations, specifically that, when combined with an employee's weekly Employment Insurance benefit, the payment will not exceed the claimant's normal 24 weekly earnings from employment and an employee's accumulated leave credits will not be reduced.
- f) Income tax rules or regulations may require a payback of Employment Insurance earnings, depending upon the tax rules in effect at the time an employee is receiving benefits. Under the SEIB Plan, the Employer does not guarantee any specific level of earnings but rather are liable only for the payment of the benefit as described above. The Employer, under no circumstance, will be responsible for any paybacks arising from changes to or the application of the tax regulations.

## **ARTICLE 26: LEAVE OF ABSENCE WITHOUT PAY**

1. Any Employee may apply for and receive a leave of absence without pay for personal reasons other than illness. The Employee must give at least one (1) month's notice. The Employer shall make every effort to comply with an Employee's request for such leave. The response of the Employer shall be given in writing: If refusal, the reasons for refusal must be stated.
2. Following completion of two (2) years of continuous employment, Employees shall be entitled to take unpaid leave of absence not to exceed twelve (12) calendar months upon as much notice as possible with a minimum eight (8) weeks written notice, unless otherwise mutually agreed between union and Employer.

3. Student employees shall be allowed to take up to one (1) term off after working a minimum of two (2) consecutive terms provided that one (1) month notice is provided. If the Student does not return by an agreed upon return date, the student is deemed to have abandoned their position unless they notify the Employer with extenuating circumstances prior to the agreed upon return date.

**4. Continuation of Benefits:**

Such leave shall not affect any parenting entitlements, sick leave credits, vacation or seniority that has accumulated before the leave. However, vacation entitlements, sick leave credits and seniority shall not accumulate during sick leave. Medical, dental and other insurance coverage under this agreement shall continue if the Employee pays the full premium for such coverage. If payment is not received from the Employee within thirty (30) days of being notified of the amount the coverage will be terminated.

**ARTICLE 27: RETURN TO WORK**

Except where otherwise specified in this Agreement, an Employee on a leave of absence of ninety (90) days or more shall give one (1) month's notice of intention to return to work or shall apply for an extension.

**ARTICLE 28: CHILDCARE BENEFITS**

**1. Childcare Costs:**

The Employer shall pay fifty percent (50%) of all Permanent full-time Employees' childcare costs. Permanent part-time Employees shall receive an equivalent allowance on a pro-rated basis. Parents of the child in care, as well as hired child care workers, shall be considered as workers eligible for such payments. Childcare charges eligible for subsidy shall be no greater than the current **Capilano University** daycare rates for equivalent care.

**2. Duty Shifts:**

Permanent Employees who have children enrolled in parent-participating daycare centres shall be allowed up to one-half (.5) day off with pay per month for duty shifts.

**3. Substitute Care:**

The Employer shall reimburse seven dollars and fifteen cents (\$7.15) per hour to an Employee who is a parent who incurs a cost for substitute care when required to work outside of the regular work day as defined in Article 40. This rate may change as per Employment Standards Regulations.

4. Application for reimbursement under this section shall include the receipt for childcare charges.

**ARTICLE 29: BENEFITS**

1. All Permanent Employees shall be eligible to participate in the Medical, Dental, Long Term Disability, Extended Health and Semi-Private Hospital care plans, upon the



completion of any waiting periods imposed by such plans. The Employer shall pay 100% of the monthly contributions to these plans.

Minimum coverage for Dental Plan A - 100%; Plan B - 75%; Plan C - 50%

2. Coverage under these plans will be maintained only as long as the University can provide it. Coverage and eligibility shall be governed by the terms of the University Plan and the Society will make available copies of the agreement to the Union. If and when coverage cannot be provided by the University for the Society, the Society will enter into negotiations in an attempt to endeavour to replace the existing benefit plan with one comparable and at existing rates.
3. All employees not receiving benefits under Article 29.1 shall receive sixteen percent (16%) cash settlement in lieu of such benefits provided under Article 29.
4. The Employer and the Union agree that the General Manager and the Shop Steward may study, review, and discuss potential changes to the benefits provided under this article. Such changes shall only be implemented by mutual agreement of the principals.

**5. Employee and Family Assistance Program (EFAP)**

The Employer agrees to provide a professional and confidential EFAP service in full consultation with the Union.

6. The Employer shall establish a Health and Welfare Benefit fund for Permanent Employees.

The purpose of this fund is, but not limited to:

- a) To cover expenses not covered by or where limits have been reached in the established Medical, Dental and Extended Health plans.
- b) To provide benefits not provided for by the established Medical, Dental and Extended Health plans.
- c) To cover expenses for health and wellness programs.

These funds shall be allocated on January 1<sup>st</sup> of each year and shall not accumulate from year to year. These funds shall be allocated as follows:

**\$650.00** per employee

**ARTICLE 30: PENSION**

In this Article, the terms used shall have the meanings described:

1. (a) "Plan" means the Multi-Sector Pension Plan
- (b) "Applicable Wages" means the basic straight time wages for all hours worked and in addition;
  - i) the straight time component of hours worked on a holiday; and

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- ii) holiday pay, for the hours worked on a holiday; and
- iii) vacation pay; and
- iv) sick pay paid directly the Employer (but not short-term indemnity payments paid by an insurer) which results in the Employee receiving full payments for the hours missed due to illness. Applicable wages includes any sick pay which an Employee is permitted to receive in cash despite not having been absent from the workplace.

All other payments, premiums, allowances and similar payments are excluded.

(c) "Eligible Employee" means all employees in the bargaining unit who have completed 500 hours of employment with the employer.

2. Commencing the first day of the month immediately after the Union ratifies the memorandum of settlement, each Eligible Employee shall contribute for each pay period an amount equal to **5.25%** of Applicable Wages to the Plan. The Employer shall contribute on behalf of each Eligible Employee for each pay period, an amount equal to **5.25%** of Applicable Wages to the Plan.
3. The Employee and Employer contributions shall be remitted to the Plan by the Employer within thirty (30) days after the end of the calendar month in which the pay period ends for which the contributions are attributable. The Employer shall remit all contributions in the manner directed by the Administrator of the Plan.
4. The Employer agrees to provide to the Administrator of the Plan, on a timely basis, all information required pursuant to the *Pension Benefits Act*, R.S.O. 1990, Ch. P-8, as amended, and *Income Tax Act* (Canada) which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits. If maintained by the Employer in electronically readable form, the information shall be provided in such form to the Plan if the Administrator so requests.

For further specificity, the items required for each Eligible Employee by Article 4 of the agreement include:

- (a) **To be Provided at Plan Commencement**
  - date of hire;
  - date of birth;
  - Social Insurance Number;
  - date of first contribution;
  - seniority list to include hours from date of hire to Employer's fund entry date (for the purpose of calculating past service credit);
  - gender.
- (b) **To be Provided with each Remittance**
  - name;
  - Social Insurance Number;
  - monthly remittance;
  - pensionable earnings;
  - year to date contributions;
  - employer portion of arrears owing due to error, or late enrolment by the Employer.

- (c) **To be Provided Initially and as Status Changes**  
full address;  
termination date where applicable (MM/DD/YY)  
marital status, and any changes to marital status;  
date of death (if applicable);
  - (d) **To be Provided Annually but no later than December 31**  
current complete address listing for all Eligible Employees;  
period(s) of absence due to illness or disability, including WorkSafeBC (while Employee retains seniority);  
period(s) of lay-off, while subject to recall;  
period(s) of absence for pregnancy or parental leave;  
period(s) of strike or lockout;  
other leaves of absence.  
hours worked by employees covered by the collective agreement who are not yet eligible employees, in the month and cumulatively since their date of hire.
5. The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust establishing the Multi-Sector Pension Plan (MSPP) and the rules and regulations of the Plan adopted by the Trustees of the Plan, both as may be amended from time to time. In addition, the Employer agrees to enter into a Participation Agreement with the Trustees of the Plan in the form attached here to.
  6. All Eligible Employees will participate in the MSPP on a mandatory basis.
  7. In the event that the employer cannot join the MSPP, the parties will meet to discuss a suitable alternative in line with the previous collective agreements RRSP provisions.
  8. Lori Kosciuw will be enrolled in the MSPP and will be paid an additional 2.75% in matching RRSP contributions for the duration of her employment at the Capilano Students' Union.

## **ARTICLE 31: SENIORITY**

### **1. Definition:**

Within each classification, seniority is defined as the length of continuous employment with the Employer, calculated from the date of hiring, including time spent on the recall list, or certain types of leave as outlined below.

### **2. Use:**

Seniority shall be used in determining preference for such decisions as transfer, layoff, recall, vacation scheduling, allocation of unscheduled hours, etc.

### **3. Seniority Lists:**

The Union shall maintain a Permanent Employees' Seniority List, showing the hiring date for each Employee within the classification, and the total amount of time if any Employee has spent on any leave listed in Section 31.05 below. In January of each year,

the seniority lists shall be sent to the Employer and a copy of each shall be posted on the Union bulletin board.

**4. Accrual of Seniority:**

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

- 21 vacation
- 22 special leave (except as noted in Section 5 below)
- 23 educational leave
- 24 sick leave and extended leave to a maximum of 13 months
- 25 parenting leave and extended parenting leave

**5. Maintenance of Seniority:**

Seniority shall remain at its achieved level for Employees on the following types of leave:

- 10.03 leave to hold public office or Union position
- 23.03 leave to complete educational examinations
- 24.03 Extended sick leave after 13 months
- 26.01 and 26.02 leave of absence without pay

**6. Loss of Seniority:**

An Employee shall lose seniority only when:

- a) terminated
- b) discharged and not reinstated under the terms of Section 37.03 or
- c) laid off and not recalled after two years on the recall list under Article 34.00

**ARTICLE 32: CREATING NEW POSITIONS**

1. When a new job description and position is to be created, the Employer will provide the Union with a written copy of the details of the new position at least thirty (30) calendar days in advance of the effective date of the new position. The Employer will consult the Union before implementing a new position.

**ARTICLE 33: HIRING, TRANSFER & RECALL**

**1. Hiring:**

New Employees shall be hired by the Employer or its' designate upon receipt of a majority recommendation of the Hiring Committee. The Employer and the union shall be represented equally on the committee. In the case of a tie vote, the Employer shall determine the recommendation of the Hiring Committee.

**2. Conflict of Interest:**

No representative may continue to sit on a Hiring Committee when a family member, as defined in Article 22.07, has submitted an application. In such a case, another representative shall be substituted for the original representative. Hiring Committee

members shall be obliged to declare any other potential conflict of interest to the committee when they become aware of it, for discussion and resolution within the committee.

**3. Transfer and Recall:**

- a) All Permanent Employees have the right to apply to transfer to a vacant Permanent or Replacement position. Where a Permanent Employee has the requisite qualifications for the vacant position, the Permanent Employee shall be transferred to the position.
- b) All Permanent Employees on the recall list have the right to recall to a vacant Permanent or Replacement position.

**4. Adequate Orientation:**

- a) When transferred or recalled to a new position, a Permanent Employee will be on a ninety (90) day orientation period at the Employer's expense to acquire the necessary knowledge and skills for the position. If the Permanent Employee finds the position unsatisfactory, or as determined by the Employer, is unable to meet the requirements of the position, the Permanent Employee will return to said Employee's former position. If the Permanent Employee was recalled they shall be placed back into the same position on the recall list.
- b) All employees will receive 21 hours of training at the start of employment.
- c) When returning from leave extending 6 months, the returning employee will have a minimum of one day of overlap with the replacement employee, if possible.

**5. Permanent and Replacement Positions:**

- a) If the General Manager's position is filled, then the first task of the Employer shall be to develop an employment notice. In the event that the General Manager's position is vacant, then this task shall be delegated to the Hiring Committee. Such notice shall contain a statement of duties and responsibilities, classifications, and period of employment.
- b) The employment notice shall first be posted on the Union bulletin board, with a copy to the Shop Steward. Concurrently, the Employer shall send copies of the employment notice to all Employees on the Permanent Employees recall list, and all Permanent Employees on leave.
- c) Any Employee who wishes to transfer or recall to the vacant position shall indicate so in writing to the Employer within ten (10) working days of the first posting. The Employer shall notify the Union of applications within five (5) days of receipt.
- d) By Seniority:  
  
If the Employer receives more than one (1) application for transfer or recall, the position will be given to the most senior Permanent Employee with the requisite qualifications.

e) External Search:

If the Employer receives no applications for transfer or recall from a Permanent Employee with the requisite qualifications for the position, it shall publicly post the employment notice. Applications from the general public shall then be accepted.

**6. Emergency Relief Employees:**

The Employer, in consultation with the Union, may hire an Emergency Relief Employee with the requisite qualifications for a period of no longer than sixty (60) days. The requirements of Article 33.1 and 33.5 will not apply in situations of emergency hiring. Emergency hiring must be confined to situations resulting from unexpected resignations, vacations, emergency leave, illness, compassionate leave, domestic crisis, illness in the family, or other special leave situations as defined in Article 22.

**7. Student Employees:**

- (a) Student Employees may be hired for a specific term which shall not normally exceed one year.
- (b) Student Employees cease to be employed at the end of the term unless the term has been extended by the mutual agreement of the parties to the Collective agreement. The Employer shall provide the employee with their Record of Employment (ROE) within seven (7) days of cessation of employment.
- (c) Student Employees shall be hired until they cease to meet the requirement for student employment.

Requirements: Must be a current Capilano University Student except during the summer semester.

**ARTICLE 34: LAYOFF & RECALL**

**1. Layoff**

a) Definition:

A layoff is defined as a reduction in the work force or a reduction in the hours of work as defined in this Agreement for Permanent Employee classifications. There shall be no reduction in the work force without a corresponding reduction in work required.

b) Consultation with the Union:

If a reduction of staff hours is under consideration the Employer shall call a Working Conditions meeting to discuss the proposed layoff. In the event that the parties fail to reach agreement, the Employer may proceed with the layoff, and if the Union grieves, the grievance shall be heard at step 3 of the grievance procedure.

c) By Seniority:

Employees shall be laid off in reverse order of their seniority as defined in Article 31. An Employee, whose position is to be terminated by the layoff process, or whose position is to be reduced in hours, shall have the right to displace, or 'bump', any Employee in the same classification with less seniority, and so on; and shall be given a reasonable training period, at the Employer's expense, to acquire the necessary knowledge and skills.

d) Layoff:

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

e) Notice:

The Employer shall give notice to the Union of the date of layoff. Any Employee who is laid off by termination of position, or by bumping shall receive one (1) month's pay for each month or partial month that notice is deficient. Required notice for permanent Employees shall be three (3) month's.

**2. Recall:**

- a) The Employer shall maintain a recall list for permanent Employees. Each laid-off Employee shall be placed on the list and maintained there until recalled, for two (2) years, for permanent Employees. An up-to-date copy of the recall list shall be made available to the Union.
- b) Employees on the recall list shall be listed and recalled in order of seniority.
- c) The Employer agrees that no new Employees will be hired until all laid off Employees have been rehired, or a vacant position has been declined by all Employees on the recall list.
- d) Notice of a vacant position shall be made by telephone, or if unsuccessful, by registered mail to the last address of the Employee known by the Employer. A copy shall be sent to the Union office.
- e) It shall be the responsibility of the Employee on the recall list to keep the Employer informed of a current address and telephone number.
- f) Recalled Employees shall receive no less than their former salary plus any increments to which the Employee has become entitled during the period on the recall list or by any changes in classifications.

**3. Replacement Employees:**

Laid-off Replacement Employees shall not be eligible for any of the recall provisions of this article.

## **ARTICLE 35: PROBATION PERIOD**

### **1. Duration:**

The probation period of all permanent Employees shall be the first ninety (90) days of employment. The Employer may extend an Employee's probationary period by up to sixty (60) days, upon agreement of the Employer and the Union. Such agreement shall not be unreasonably withheld. Where reasons for the extension relate to the performance of the Employee, the Employer shall inform the Employee in writing of the conditions that need to be met for continued employment. Student employees shall have a probationary period of one (1) month. The Shop Steward or a Union representative shall be present at any probationary performance assessment.

### **2. Rights of a Probationary Employee:**

During the probationary period, an Employee shall be entitled to the rights, privileges of the corresponding non-probationary Employee, specified by this Agreement. An Employee is not entitled to participation in the benefits plan as referred to in Article 29 until the Employee has completed the probation period.

3. The probationary Employee shall be subject to two (2) written reviews before the end of the probation period, conducted by the General Manager. The first review shall take place approximately midway through the probationary period. The second review shall take place approximately one (1) week prior to the end of the probationary period. These reviews will evaluate the performance of the Employee with respect to the duties, responsibilities, and desired qualifications listed in the initial employment notice. In the case of an Emergency Relief Employee, Government Funded Employee or a Student Employee, a single probationary review shall take place approximately half way through the probationary period.

- a) Based on the results of the final review, the General Manager shall determine whether the Employee has successfully completed the probationary period.
- b) Written notification of the results of the final review shall be presented to the Employee and the Shop Steward within seven (7) days following the review.
- c) In the event that either review is not carried out; the probationary Employee shall be deemed to have successfully completed the probationary period and shall be automatically reclassified to "Permanent" status as hired, at the expiration of the probationary period.

## **ARTICLE 36: LIMITED SECURITY OF EMPLOYMENT**

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

### **1. Dissolution, Reorganization:**

In the event of dissolution of the Employer, with no simultaneous creation of a similar group with similar objectives; or in the event of re-organization of the Employer requiring the termination of two (2) or more Employees,



- a) All terminated Permanent Employees shall receive severance pay equivalent to one (1) month wages.

## **ARTICLE 37: DISCIPLINE/DISCHARGE**

### **For Just Cause:**

The Employer may discipline an Employee for just cause subject to the following procedure:

- a) **Confidentiality:**

The Employer agrees that a complaint against an Employee whether or not it is recorded in the Employee's file, and any resulting disciplinary action shall be treated as confidential by the Employer until a resolution has been achieved. If discussion of the matter is necessary in a meeting of the Employer's Board of Directors it shall be "in-camera".
- b) Unless the Employee is a danger to one's self or others, an Employee is entitled, prior to the imposition of any form of discipline, or of discharge, to be notified at a meeting with a representative of the Employer of the reasons for considering such action. This meeting must take place within twenty (20) working days from the date on which the Employer becomes aware of the alleged incident(s) which gave rise to the complaint. The Employee shall be accompanied by the Shop Steward or a Union representative who shall be advised in advance by the Employer of the time and the place of the meeting. Failure to conform with the requirements of this clause shall render the discipline or discharge null and void.
- c) An Employee must be notified in writing of the grounds for each and every form of disciplinary action and/or discharge. The Union must be provided with a copy of this written notice within three (3) days of the issuing of the disciplinary action or discharge. In subsequent grievance procedures, including arbitration, the Employer shall be limited to such grounds as are stated in this written notice.
- d) The Employer may give a written warning.
- e) If after such warning has been given, the problem continues, the Employer may then suspend the Employee for a period of three (3) consecutive recognized working days, i.e. twenty-one (21) working hours.
- f) Only after a written warning has been given, and the Employee has been suspended and has returned to work after the suspension and the problem continues, then may the Employer discharge the Employee.
- g) All forms of disciplinary action, including discharge, taken by the Employer, shall be subject to Article 38 of this Agreement.
- h) If, in the twelve (12) months after the issuance of a warning letter, no further disciplinary action is recorded against the Employee, the warning letter and any previous warning letters shall automatically be removed from the Employee's record and may not be held against the Employee thereafter.

**2. Notice or Pay in Lieu of Notice:**

Employees, in the case of discharge shall receive 2 weeks notice or 1 week's pay for employment up to six (6) months and two (2) week's pay for employment after six (6) months in lieu of notice. In addition, the Employee shall receive written notification of discharge with reasons for discharge

**3. Reinstatement for Just Cause:**

If, as a result of the Grievance Procedure, it is found that an Employee has been discharged for unjust cause, that Employee will be reinstated to the Employee's former position, without loss of seniority, or benefits as referred to in Article 29, and shall be compensated by the Employer for all time lost retroactive to the date of discharge.

**4. Entitlements and Resignation:**

In case of discharge or resignation, the Employee shall receive all vacation entitlements and salary due to the date of termination.

**ARTICLE 38: ADJUSTMENT OF COMPLAINTS**

**1. Definition:**

For the propose of this Agreement, "grievance" shall mean any difference or dispute arising between the Parties to this Agreement concerning the interpretation, application, administration, operation or alleged violation of this Collective Agreement, whether between the Employer and any Employees bound by this Agreement, or between the Employer and the Union, including whether or not an issue is arbitrable.

**2. Types of Grievance:**

a) Individual Grievance:

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

b) Group Grievance:

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

c) Policy Grievance:

Where either Party disputes the general application, interpretation, or alleged violation of an Article of this Agreement, where the matter of concern is not specifically confined in scope to any particular Employee.

d) Union Grievance:

Where the matter is of specific concern to the Union.

**3. Grievance Procedure:**

The procedure for settling individual and group grievances shall start at STEP 1. The procedure for settling policy and union grievances shall start at STEP 2. The Employer must be notified of the grievance within twenty (20) working days of the Union becoming aware of the complaint. Extensions to timelines will not be unreasonably withheld.

a) STEP 1: Verbal Resolution:

The Employee, accompanied by his/her Steward or a representative of the Union, shall meet with the General Manager to attempt to resolve the grievance verbally. If the issue is not resolved within ten (10) working days it may proceed to Step 2.

b) STEP 2: Written Resolution:

The Employee, and their Shop Steward or Union representative, shall submit the grievance in writing to the General Manager. The General Manager and the Shop Steward or Union representative shall meet to discuss the particulars of the complaint and attempt to resolve the dispute, and the General Manager shall respond to the grievance in writing. If unresolved within ten (10) working days, the Union may submit the grievance to Step 3.

c) STEP 3: Arbitration:

If the grievance is not resolved at Step 2, it may be referred to arbitration pursuant to Article 38.04 within fifteen (15) working days following the expiry of the ten (10) working days set out in Step 2. In this case the grieving party shall notify the other party in writing of the failure to agree and notice of intention to go to arbitration. The parties shall normally use single arbitrators, however they may agree to a three person arbitration board.

**4. Arbitration:**

The Arbitrator/Arbitration Board shall be governed by the following provisions.

- a) The arbitrator/arbitration board shall hear and determine the subject of the grievance and shall issue a decision which is final and binding upon the Parties and upon any Employee or Employer affected by it.
- b) Each of the Parties shall pay one half (1/2) of the expenses of the arbitrator.
- c) The arbitrator/arbitration board shall determine his/her/its own procedures, but shall give full opportunity to all Parties to present evidence and make representation.
- d) The arbitrator/arbitration board shall not have the power to alter or amend any of the provisions of this Agreement.

- e) The Parties and the arbitrator/arbitration board shall have access to the Employer's premises to view working conditions, machinery or operations, which may be relevant to the resolution of the grievance.
  - f) The arbitrator/arbitration board shall have the power to amend a grievance, modify penalties, and relieve against non-compliance with time limits, or any other technicality or irregularity.
  - g) The arbitrator/arbitration board shall have jurisdiction to determine whether a grievance is arbitrable.
5. The time limits described in the grievance procedure may be extended by mutual consent. Such consent will not be unreasonably withheld.
6. a) An Employee shall be permitted time off without loss of pay or benefits to attend to the adjustment of a grievance and may be present at a any stage in the grievance procedure if so requested by either Party.
- b) An Employee shall be permitted time off without loss of pay or benefits to attend arbitration provided the Employee is a grievor and/or has been subpoenaed as a witness.
7. The Employer agrees that after a grievance has been initiated by the Union, the Employer's representatives will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly, with the aggrieved Employee without the consent of the Union. Once a grievance has been initiated, and Employee shall not attempt to resolve the grievance through any other channel, except by mutual agreement of the Employer and the Union.

**8. Expedited Arbitration:**

- a) The parties shall meet as often as required to review grievances suitable for expedited arbitration. Such grievances shall be scheduled for hearing before a mutually agreed arbitrator at the earliest possible agreed date and location. Neither party will be represented by a lawyer, and both parties will endeavour to make the proceedings non-legalistic and non-technical. Presentations shall be short and concise and include a comprehensive opening statement. The parties shall make limited use of authorities and witnesses. The parties shall equally share the cost of the fees and expenses of the arbitrator.
- b) The arbitrator shall have powers granted under the Labour Relations Code. Decisions shall be without prejudice to future disputes and will be sent to the parties in writing within five (5) working days of the hearing. Neither party shall appeal such decisions.

**ARTICLE 39: HOURS OF WORK**

**1. Permanent and Replacement Employees:**

- a) The Employer and the Union agree to the principle of a nine-day fortnight work schedule. The hours of work for all employees shall be a seven and three-quarter (7 3/4) hour shift scheduled between the hours of 7:45 a.m. to 5:15 p.m., Monday

to Friday with the second Friday designated as the day off with pay; however if necessary, the Employer shall have the right to schedule up to three (3) shifts per month per employee between the hours of 7:45 a.m. and 8:30 p.m. The Employer shall provide a minimum of two (2) weeks notice to any Employee scheduled for a shift outside of the hours of 7:45 a.m. and 5:15 p.m. under this article. If two (2) weeks notice has not been provided, the Employer may seek the agreement of the affected Employee to work a shift outside the hours of 7:45 a.m. and 5:15 p.m. under this article.

- b) Current and future use and accumulation of sick leave, vacation and other workday related credits shall remain unchanged.
- c) Should a Statutory Holiday fall on the designated Friday off, or on another day designated as the day off, an additional day off shall be granted.
- d) In the event sickness occurs during a schedule compressed work day off, no sick leave benefit will be paid. Sick Leave will be based on the actual hours of time loss due to sickness.
- e) Employees shall be paid for all work in excess of seven and three-quarter (7 3/4) hours per day or seventy (70) hours per each two (2) week period. All work required to be performed on the designated day off shall be considered as overtime, and shall be paid as such.
- f) Maintenance of Services:

The Union recognizes that every effort will be made to ensure that each service area is adequately staffed during the regular hours of its operations as established by the Employer's Board of Directors. The Employer recognizes that due to extenuating circumstances or planned absences, this may not be possible.

## **2. Student Employees Schedule:**

- a) Student Employees shall work between 10-15 hours per week.
- b) Number of Hours per week to be scheduled:
  - i. 70 to 100 hours per week between August 15<sup>th</sup> and May 15<sup>th</sup>.
  - ii. 30 to 50 hours per week between May 16<sup>th</sup> and August 14<sup>th</sup>.
- c) The number of scheduled hours can be changed by mutual agreement.

## **3. Meal Breaks:**

Any Employee working more than five (5) hours per day shall be entitled to a sixty (60) minute unpaid meal break. Employees shall have the right to reduce the length of this meal break if they choose. Employees may be required to stagger their meal breaks to ensure adequate staffing of the office.

## **4. Relief Periods:**

Any Employee working four (4) consecutive hours is entitled to a fifteen (15) minute paid break. Thereafter, for each hour worked, the Employee may take a five (5) minute paid break. These breaks may be taken at any time the Employee chooses.

## **ARTICLE 40: OVERTIME**

### **1. Definition:**

#### **a) Permanent Full-Time or Replacement Employee:**

Overtime is that time worked in excess of seven and three-quarter (7 3/4) hours per day or seventy (70) hours per each two (2) week period.

#### **b) Permanent Part-Time, Replacement, or Student Employees:**

Overtime is that time worked in excess of thirty-five (35) hours per week.

### **2. Overtime Rates:**

Employees shall be paid at one and one half (1 1/2) times the regular rate for the first 6 hours per each two (2) week period and two (2) times the regular rate for all hours thereafter for overtime.

### **3. Mutual Agreement:**

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

b) Employee requests for overtime must be made through the Shop Steward. The General Manager must approve such a request beforehand.

c) Notwithstanding 40.03b), there may be times when no General Manager is available to authorize the necessary overtime. In such cases Employees must receive approval after the fact for such overtime at the discretion of the Employer. Such approval will not be unreasonably withheld.

### **4. Time Off in Lieu of Overtime Pay:**

An Employee who works overtime may, in lieu of overtime pay, opt for equivalent time off at a rate of one and one half (1 1/2) times the regular rate for the first 6 hours per each two (2) week period and two (2) times the regular rate for all hours thereafter. The employee must give written notification of this choice to the General Manager

### **5. Paid Meal Times:**

An Employee requested to work overtime beyond said Employee's regular work day shall be allowed a half-hour (1/2) meal period paid at overtime rates provided that:

a) Such overtime is in excess of two (2) hours, and

- b) not more than one (1) hour has elapsed between the end of the employees work day and the start of the overtime.

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

**6. Call-In:**

An Employee called into work after completing a regular day's work, on a regular day off, or during said Employee's vacation, or before the commencement of the said Employee's regular work day, shall be paid overtime rates for a minimum of four (4) hours.

**7. Scheduling Provision:**

An Employee required to work overtime beyond the Employee's regular work day shall be entitled to ten (10) hours clear between the end of the overtime and the start of the Employee's next working day. If ten (10) hours are not provided, the Employee shall be paid overtime rates for those overlapping hours at the beginning of the next working day.

**8. Overtime Worked on an Office Holiday:**

An Employee who has agreed to work on an Office Holiday shall be paid according to Section 20.05 for the length of the Employee's regular working day, and double that rate thereafter.

**ARTICLE 41: WAGES**

**1. Pay Equity**

It is recognized that within each classification (Permanent, Replacement) the work of Employees is of equal value. The Employer agrees that within each classification, all Employees will be paid an equal hourly wage.

**2. Wage Schedule**

**a). Permanent and Replacement Employees**

- i) Permanent and Replacement Employees shall receive a probationary rate of pay of \$25.00 per hour and, once they have successfully completed their probationary period, they shall receive an increase to the Step 1 rate of pay, \$26.50 per hour. Time spent on probation shall be included in the calculation of the one year of service required to progress to Step 2.
- ii) Thereafter, all employees shall be paid according to the following wage grid, progressing one Step for each year of employment. Time taken on a leave during which seniority does not accrue shall not be considered time worked toward the next Step on the wage grid.

1. Step 1: \$26.50
2. Step 2: \$27.25
3. Step 3: \$28.00
4. Step 4: \$28.75

5. Step 5: \$29.50
6. Step 6: \$30.25
7. Step 7: \$31.00
8. Step 8: \$31.75
9. Step 9: \$32.50
10. Step 10: \$33.52

iii) Any Permanent Employee hired before July 1, 2014, shall continue to be paid at a rate of pay of \$33.52 per hour.

1. Effective July 1, 2016, such Permanent Employees shall receive a bonus payment equal to one (1.0%) of their prior year's base pay, rounded to the nearest whole cent, provided that the total of net membership revenue and net service profits (as per the audited figures) exceeds one percent (1.0%) of prior year's base salary.
2. Effective July 1, 2017, such Permanent Employees shall receive a bonus payment equal to one percent (1.0%) of their prior year's base pay, rounded to the nearest whole cent, provided that the total of net membership revenue and net services profits (as per the audited figures) exceeds one percent (1.0%) of prior year's base salary.

**b. Student and Government-Funded Employees**

- i) Student Employees and Government-Funded Employees will be paid as follows:
  1. Effective July 1, 2014: \$14.26 per hour
  2. Effective July 1, 2015: \$14.50 per hour
  3. Effective July 1, 2016: \$15.00 per hour
  4. Effective July 1, 2017: \$15.75 per hour

**4. Pay Period:**

Employees shall be paid every two weeks.

**ARTICLE 42: Canadian Federation of Students; Canadian Federation of Students-Services**

1. The Employer's Board of Directors shall determine whether Employee representation is required at meetings, including but not limited to annual, semi-annual, and special general meetings and executive committee meetings, of the Federation.
2. Requests for Employee representation shall be made through the General Manager to the Shop Steward. An Employee has the right to refuse such a request, without being subject to disciplinary action for so refusing.
3. Travel Time:



Where travel is required to attend a Federation meeting, all hours spent travelling to and from the destination shall be considered hours worked. Travel time resulting in an excess of an Employee's regular work day or regular work week, shall be recompensed on an hour for hour basis as time off.

4. Employees shall be paid twelve (12) hours of work at the appropriate overtime rate for each day of a meeting of the Federation. Overtime rates are as per Article 40 - Overtime.
5. Accommodations for Employees at Federation meetings shall be arranged by the Federation at no cost to the Employee. The Employee shall direct the Federation to provide private rooms for Employees when it is possible to provide such rooms at no extra cost to the Employer.
6. Expenses:

Employees shall be given a per diem in the amount of thirty-five (\$35.00) dollars per day without receipts for each day of a meeting, including, but not limited to annual, semi-annual or special general meetings or executive committee meetings, of the Federation, as per the operations policy of the Employer. Expenses in excess of this shall be reimbursed by decision of the Employer's Board of Directors.

## **ARTICLE 43: NEGOTIATING THE COLLECTIVE AGREEMENT**

The Union and the Employer will negotiate the Collective Agreement according to the following principles:

1. The negotiation of the Collective Agreement shall be conducted by the Negotiating Committee of the Union and the Employer. These committees shall be authorized by their principals to negotiate and conclude a tentative Collective Agreement for ratification by the principles.
2. The Negotiations will be regarded as confidential unless the Employer's Board of Directors calls for a lock-out vote in its Board of Directors or the Union's committee calls for a strike vote in the bargaining unit.
3. Meetings will be conducted with a quorum of no less than two (2) members of each committee.
4. Meetings shall be scheduled in advance, and each Party shall endeavor to give the other Party no less than twenty-four (24) hours notice if meeting times are to be changed.
5. Each Party shall notify the other Party, in writing, if there are additions or substitutions to the composition of their committee.
6. When the Parties have agreed upon a contract article, they shall indicate such by having all members present initial the article. Such agreement shall not preclude re-opening the article for the following reasons:
  - a) Editorial changes (i.e. spelling)
7. Upon conclusion of the negotiations, each committee shall submit the tentative contract to their respective principles for ratification.
8. The Employer's Administrative Coordinator shall be entrusted with producing 'clean' or 'final' copies of the articles.

**ARTICLE 44: DURATION:**

1. The term of the new Collective Agreement shall be for four (4) years from July 1, 2014 to June 30, 2018; both dates inclusive. Subsection (2) and (3) of Section 50 of the Labour Relations Code shall be specifically excluded from and shall not apply to the new Collective Agreement.

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

- a) A new Collective Agreement is signed; or
  - b) The commencement of a lockout by the Employer, or a strike by the Union, as defined in the Labour Code of British Columbia.
2. All monetary provisions of this Agreement shall be retroactive to the date of signing the Memorandum of Agreement. All wage provisions of this Agreement shall apply to employment classifications outlined within this Agreement on or after July 1, 2014, whether or not they are employed on the date of signing this Agreement.

**On behalf of the Employer:**

**On behalf of the Union:**

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\_\_\_\_\_

**Date Signed:** \_\_\_\_\_

## **SCHEDULE A – BENEFITS**

### **MEDICAL – B.C. MEDICAL PLAN**

#### **DENTAL**

- Plan A – Basic coverage – 100%
- Plan B – Major coverage – 75%
- Plan C – Orthodontics – 50% - \$2500 per child per lifetime

#### **GROUP LIFE**

Two (2) times annual income (rounded to the next highest thousand) to a maximum of \$200,000. Coverage is provided on a 24 hours a day basis, anywhere in the world, and from any cause of death (including suicide).

#### **ACCIDENTAL DEATH, DISMEMBERMENT AND SPECIFIC LOSS (AD&D) INSURANCE**

An amount equal to the employee's Life Insurance.

Repatriation of deceased – up to \$10,000. Up to \$10,000 for spousal retraining.

Partial lump sum payments for loss of or loss of use of sight, hearing, speech, or appendages with up to twice basic life Insurance amount payable for paraplegia, hemiplegia, or quadriplegia as well as \$10,000 for rehabilitation expenses.

If a listed injury requires you purchase wheelchair, modified vehicle with wheelchair lift and hand controls or specially adapted electronic controls, or any specially designed personal lifting device for home or private automobile – up to \$50,000.

Purchase of specially designed fitness training and athletic equipment – up to \$5000.

#### **WEEKLY INDEMNITY**

30 day waiting period

Amount – 66 2/3 % for first \$577 of gross weekly earnings plus 50% the balance of gross weekly earnings to a maximum of \$1,500/week.

52 week coverage

#### **LTD**

- Waiting period – 52 weeks
- Amount – 66 2/3 % for first \$2500 of gross monthly earnings plus 50% the balance of gross monthly earnings to a **maximum of \$5000.**
- Benefit Period – to age 65
- Rehabilitation Benefits
- Cost of Living Benefits

#### **EXTENDED HEALTH BENEFITS**

- Lifetime Healthcare Maximum – **Unlimited**
- Reimbursement will be **80% of eligible expenses**
- Deductibles –
  - Global medical assistance – none
  - Vision care – none
  - Other healthcare expenses - \$25 each employee, with total \$25 per family

Capilano Students' Union Collective Agreement CUPE 1004

- In-Canada home nursing care - \$5,000 for a maximum of 12 months per condition
- Hospital care – **private** room
- In-Canada prescription drugs – *(including oral contraceptives)*
- Smoking cessation product – \$500 lifetime
- Hearing aid – \$700 every 5 years
- Speech aid – \$1,000 lifetime
- Custom-fitted orthopedic shoes - \$300 every 12 months
- Myoelectric arms - \$10,000 per prosthesis
- External breast prosthesis – 1 every 12 months
- Surgical brassieres – 2 every 12 months
- Medical or hydraulic patient lifter (excluding electric stairlifts) - \$2000 per lifter every 5 years
- Outdoor wheelchair ramp - \$2000 lifetime
- Blood-glucose monitoring machines – 1 every 4 years
- Transcutaneous nerve stimulators - \$700 lifetime
- Extremity pumps for lymphedema - \$1,500 lifetime
- Custom-made compression hose – 4 pairs each calendar year
- Wigs for cancer patients - \$200 lifetime
- Paramedical services
  - Chiropractors – unlimited *\$300 per person/ per year*
  - Physiotherapist – unlimited
  - Psychologists/social worker – unlimited *\$200 year per person/ per year*
  - Dieticians – unlimited \$300 per person/ per year
  - Podiatrists – unlimited \$300 per person/ per year
  - Speech Therapists – unlimited \$200 per person/ per year
  - Massage therapist – unlimited \$300 per person/ per year
  - Acupuncturists – unlimited
  - Naturopaths – unlimited \$300 per person/ per year
  - Osteopaths – unlimited \$300 per person/ per year
  - Chiropodist - \$300 per person/per year
- Vision Care
  - Eye Examinations – 1 every 1 year
  - Glasses and Contact Lenses – **\$400** every 2 years
- *Travel Insurance – 100% - no dollar maximum*

**APPENDIX 1 PERMANENT EMPLOYEES**

1. Schedule of Permanent Positions:

This table shows the number of full-time and part-time permanent positions under each job description, and the regular number of hours worked per week for each position.

<b>Job Name</b>	<b>Full-Time</b>	<b>Part-Time</b>
Organizer	one (35)	-
Services Coordinator	one (35)	-
Administrator	one (35)	-
Membership Outreach Coordinator	-	one (28)

**LETTER OF UNDERSTANDING - No. 1**

BETWEEN  
THE CAPILANO STUDENTS' UNION  
AND  
CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1004

**WITHOUT PREJUDICE**

**RE: TEMPORARY PROJECT EMPLOYEES**

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The parties agree that Temporary Project Employees may be hired pursuant to the following conditions:

1. The designation 'Project' be defined by mutual agreement and on a case by case basis.
2. The term of employment for Temporary Project Employees shall not normally exceed one year.
3. Wage scale is governed by the provisions of the current Collective Agreement: Articles 40 to 42.
4. Insured Benefits Plans:
  - a) Employees hired for a project of up to four (4) months are not eligible for the Employees Benefits Plan.
  - b) Employees hired for projects of four (4) months or longer are eligible for benefits as per provisions in the Collective Agreement for Permanent Employees: Article 29.
5. Paid Holidays:
  - a) All Project Employees are entitled to the statutory holidays and office holidays as listed in the Collective Agreement, Article 20, Subsections: 1; 2; 3; 4; 5a; 5b; 5c; 5e; and 6. Article 20.05d shall not apply in all cases.
  - b) Project Employees hired for four (4) months or longer are entitled to the provisions in the Collective Agreement regarding Christmas Exam Break: Article 20: Subsections 5d.
6. Vacations:
  - a) Project Employees shall receive the percentage of their wages in lieu of vacation as set out in the Employment Standards Act. This vacation pay shall be paid out on each pay cheque unless mutually agreed otherwise.

Capilano Students' Union Collective Agreement CUPE 1004

- b) Special circumstances regarding vacation pay shall be addressed by mutual agreement and through the Working Conditions Committee.
7. Hours of Work:
- a) Temporary Project Workers shall work in accordance to the hours specified within the terms of the corresponding Letter of Understanding.
  - b) Employees who find themselves unable to complete the project within the terms of the corresponding Letter of Understanding, must obtain written authorization prior to changing or exceeding the hours or terms agreed upon.
  - c) The over-time provisions of the Employment Standards Act shall apply in place of the provisions of the Collective Agreement. The Parties agree to jointly apply to the Employment Standards Branch for variances, where temporary project hours differ from the provisions of the Employment Standards Act.
8. Cessation of Employment:
- a) Temporary Project Employees cease to be employed at the end of the term outlined in the corresponding Letter of Understanding, unless the term has been extended by the mutual agreement of the parties to the Collective Agreement.
  - b) The Employer shall provide the employee with their Record of Employment (ROE) within seven (7) days of the completion of the project and hence the cessation of employment.
  - c) Temporary Project Employees shall not have recourse to the grievance procedure with respect to dismissal for unsuitability or termination of the project.
9. Any concerns or questions arising from the operation of this Letter of Understanding shall be referred to the Working Conditions Committee for resolution.

All of the foregoing is "without prejudice and precedent" and notwithstanding any provision of the Collective Agreement to the contrary

DATED THIS 31st DAY OF JULY, 1995

On Behalf of the Employer

M.Mackisey

On Behalf of the Union

Jennifer Whiteside

Sarah Dixon, Shop Steward





2. A Job Sharing arrangement may be terminated earlier than expected by either of the employees or by the Employer provided thirty (30) calendar days' written notice has been served to the other parties, unless otherwise provided for in the letter referred to in paragraph II(3). Other employees temporarily appointed to fill positions vacated as direct result of job sharing shall be advised at the time of their temporary appointment that their term in the position could be cut short as a result of an early cancellation.
3. Upon the expiry or termination of the Job Sharing arrangement, the Permanent Full-Time Employee shall revert to working in his/her position on a full-time basis under the terms and conditions applicable to Permanent Full-Time Employees unless some other Job Sharing arrangement has been agreed upon.

**IV. Employee Status and Working Conditions**

1. A Permanent Full-Time Employee in a Job Sharing arrangement shall continue to maintain the status of a Permanent Full-Time Employee during the period of time covered by the Job Sharing arrangement and shall maintain their seniority. Such an employee shall be entitled to apply for positions as a Permanent full-time Employee and to use accumulated seniority for all applicable purposes including layoff, bumping and recall.
2. The general principles with respect to wage rates, employee benefit entitlements for Permanent Full-Time Employees in Job Sharing arrangements are as follows:
  - (a) Wages shall be paid in accordance with the Collective Agreement for that position.
  - (b) Paid leave benefits, such as Vacation, Statutory and Office Holidays, Medical Appointment Leave and Sick Leave, shall be earned on a proportionate basis in accordance with the ratio that the employee's scheduled weekly hours bears to the full-time hours of the position being shared.
3. In accordance with the general principles outlined in paragraph 2, except as otherwise stated, the following shall apply to Permanent Full-Time Employees:

**(a) Vacation Entitlement**

The employee's annual vacation entitlement shall be prorated according to the number of weekly hours the employee is scheduled to work in comparison to the full-time hours of the position being shared. It is understood that any future vacation entitlement shall not be delayed as a result of time spent in a Job Sharing arrangement.

**(b) Statutory and Office Holidays**

The employee's statutory and office holiday entitlement and pay shall be earned on a proportionate basis in accordance with the ratio that the employee's scheduled weekly hours bears to the full-time hours of the position being shared.

**(c) Article 29 – Benefits**

The Permanent Full-Time employee shall be maintained on the benefit plan as per Article 29 of the Collective Agreement.

**(d) Municipal Pension Plan**

Where an employee is contributing to Municipal Pension Plan and enters Job Sharing arrangement, the employee shall be required to continue making payments toward the Municipal Pension Plan. The cost sharing arrangement shall continue on the same percentage basis applied to the reduced earnings.

**V. Permanent Part-Time and other Employees**

Permanent Part-Time and other Employees sharing a portion of a Permanent full-time position as a result of a Job Sharing arrangement shall retain their status as a Permanent Part-Time Employee while job sharing and shall continue to be treated in accordance with the applicable provisions of the Collective Agreement.

**VI. Termination**

Either party may cancel this Letter of Understanding by providing at least thirty (30) calendar days' written notice to the other party. Notwithstanding such cancellation, all Job Sharing arrangements in effect at the time of cancellation shall continue under the individual terms agreed upon.

**On Behalf of the Employer**

**On Behalf of the Union**

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\_\_\_\_\_

**Date Signed:** \_\_\_\_\_

**LETTER OF UNDERSTANDING No. 3**  
BETWEEN  
THE CAPILANO STUDENTS' UNION  
AND  
CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL 1004

**Re: Casual Student Employees**

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A Casual Student Employee is an employee employed on a casual and on-call basis to satisfy work requirements for short term projects, to perform work during peak periods, and if no regular employee is available, to cover leave for regular Student Employees (provided that the Employer shall ensure that the Casual Student Employee has already been trained to do so). Casual Student Employees shall have a two (2) hour daily guarantee and will not work in excess of fifteen (15) hours per week. Work performed by Casual Student Employees will be the same as that performed by Student Employees.

A pool of Casual Student Employees will be selected at the same time as regular Student Employees and from time to time as required.

All Collective Agreement provisions that apply to Student Employees will apply to Casual Student Employees, with the exception of Article 39.2.

A Casual Student Employee who has worked a minimum of sixty (60) hours will be placed in the seniority pool. A Casual Student Employee who has obtained placement in the seniority pool shall be given first opportunity for employment as a regular Student Employee.

The Employer shall make all reasonable efforts to advise the Union at least two (2) weeks prior to providing work to a Casual Student Employee. The Union may elect to request a Working Conditions meeting to discuss the use of Casual Student Employee(s), and if requested, the Employer shall meet with the Union prior to the Casual Student Employee(s) commencing work.

All Casual Student Employees' employment terminates at the end of the semester in which they were hired. A Casual Student Employee's seniority rights, if earned, continue for one (1) year post-termination.

CUPE – Local 1004

Capilano Students' Union

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**LETTER OF UNDERSTANDING – No. 4**

between  
the Capilano Students' Union  
and the  
Canadian Union of Public Employees, Local 1004

**WITHOUT PREJUDICE OR PRECEDENT**

**Re: Overtime for Part-time Employees**

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This Letter of Understanding shall apply to the calculation of overtime with respect to Permanent Part-time, Replacement Part-time, Emergency Relief, Student, and Government-funded Employees (herein referred to, collectively, as “Part-time Employees”).

The Parties agree that where the overtime payable to a Part-time Employee under Article 40 of the Collective Agreement would be less than the overtime that would have been payable to that Part-time Employee under s. 40 of the *Employment Standards Act*, then s. 40 of the *Employment Standards Act* shall apply, notwithstanding Article 40 of the Collective Agreement.

This Letter of Understanding shall expire upon the ratification of the Collective Agreement that follows the 2014-2018 Collective Agreement.

For the Employer:

For the Union:

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\_\_\_\_\_

Date Signed:

Date Signed:

\_\_\_\_\_

\_\_\_\_\_