

# **COLLECTIVE AGREEMENT**

**between**

**Canadian Union of Public Employees  
(CUPE) Local 5278**

**and**

**Vancouver Island University  
Students' Union  
Local 61 Canadian Federation of Students**

**July 1, 2022 to June 30, 2026**

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**ARTICLE 1 GENERAL PURPOSE**

- 1.01** 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.
- 1.02** This Collective Agreement is recognized as gender neutral. All gender specific references shall apply he/she and his/hers equally to all employees.
- 1.03 Future Legislation**  
The parties agree that the Employment Standards Act of BC sets the minimum working standards for employees in BC.

In the event that any future legislation renders null and void or materially alters any provision of the agreement (i.e., creates shortfall), the remaining provisions shall remain in effect for the term of the agreement, and the parties shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered.

**ARTICLE 2 RECOGNITION**

- 2.01** The Employer recognizes Local 5278 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.
- 2.02** This Collective Agreement is fully applicable to all part-time and/or replacement employees unless otherwise specified.
- 2.03** In the event there is a conflict between the requirements of this Collective Agreement and those of the Vancouver Island University Students' Union Local 61 Canadian Federation of Students' constitution and Bylaws, Standing Resolutions, and Operations and Advocacy Policies, the requirements of the Collective Agreement shall prevail.

**ARTICLE 3 DEFINITION OF EMPLOYER**

- 3.01** The term "Employer" shall refer to the Vancouver Island University Students' Union Local 61, Canadian Federation of Students and not to individual members thereof.
- 3.02** The term "Employers" shall refer to the Board of Directors of the Vancouver Island University Students' Union Local 61, Canadian Federation of Students.
- 3.03** Except where specified, the Employer Representative shall be the Executive Director of the Students' Union, an excluded position hired by the Board of Directors.
- 3.04** The term "Federation" shall refer to the British Columbia Federation of Students.

**ARTICLE 4 DEFINITION OF EMPLOYEES****4.01 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 of all such employees.

#### **4.02 Classification of Employees**

There shall be five general classifications of employees:

- (a) Organizer
- (b) Casual
- (c) Temporary/Term
- (d) Pub
- (e) Student

#### **4.03 Organizer Employees**

This classification shall include all persons who are employed on a continuous basis and whose duties are of an administrative and/or organizing nature. This category shall include permanent employees holding positions designated as "full-time" and "part-time."

#### **4.04 Casual Employees**

Casual Employees shall be those hired on a day-to-day, or week-to-week basis as from time-to-time required for a period of no longer than forty-five (45) business days. These include persons hired for special events, activities, projects, unexpected resignations, vacations, emergency leave, illness, compassionate leave, domestic crisis, illness in the family, or other special leave situations.

Casual employees shall be entitled to all rights, benefits, and privileges of the Collective Agreement, except where specifically excluded in Article 24.01, Article 29 and Article 30.

Casual employees shall receive vacation entitlements in accordance with Article 22.03 and an additional eleven point two percent (11.2%) of their regular wages in lieu of benefits and statutory holidays, to be paid to the employee in each pay period.

#### **4.05 Temporary/Term Employees**

Temporary/Term Employees shall be those hired for a specified term of employment, greater than one month, to complete specified projects or to assist in the delivery of direct services to students. Temporary/Term positions shall not take the place of any permanent employees.

Temporary/Term employees shall be excluded from Article 24.01, Article 29 and Article 30.

Temporary/Term employees shall receive vacation entitlements in accordance with Article 22.03 and an additional eleven point two percent (11.2%) of their regular wages Article in lieu of benefits and statutory holidays, to be paid to the employee in each pay period.

#### **4.06 Pub Employees**

Pub Employees shall be those hired to fulfill customer service and food preparation services to the Employer's Pub Operation. Employees shall be either part-time or full-time.

Pub employees shall be entitled to all rights, benefits, and privileges of the Collective Agreement, with the exception of Article 24.01. The Employer will consider requests for Job Development and Training from Pub employees.

Pub employees shall receive vacation entitlements in accordance with Article 22.03 and an additional eleven point two percent (11.2%) of their regular wages in lieu of benefits and statutory holidays, to be paid to the employee in each pay period.

The Employer shall make every effort to ensure that the majority of employees hired under this category are students at Vancouver Island University.

**4.07 Student Employees**

Student Employees shall be those hired to provide direct service to members during the fall and spring semesters. Student Employees shall be entitled to all rights, benefits, and privileges of the Collective Agreement, except where specifically excluded in Article 24.01, Article 29, Article 30, and Article 31. Student Employees shall accrue seniority only for the purpose of hours assignment and scheduling, and are exempt from other seniority provisions of the Collective Agreement.

Student employees shall receive vacation entitlements in accordance with Article 22.03 and an additional eleven point two percent (11.2%) of their regular wages in lieu of benefits and statutory holidays, to be paid to the employee in each pay period.

**ARTICLE 5 MANAGEMENT RIGHTS**

The Employer retains the right to manage the Society, to determine policy of the Society in accordance with its policies and bylaws and, through its elected representatives, to direct the workforce accordingly.

Management rights will be exercised in accordance with the provisions of this Agreement.

**ARTICLE 6 UNION PARTICIPATION**

**6.01** 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.

**6.02 Staff Representation**

(a) The Employer agrees that all meetings of the Employer, including but not limited to Executive, general and Committee meetings, with the exception of those meetings which deal with Collective Agreement negotiations, formal grievances, and all matters concerning staff discipline and discharge, shall remain open to all employees. Employees shall have the right to fully participate in these meetings where such participation is in accordance with their job duties.

(b) Employees shall receive pay for attendance at meetings where required to attend as part of their job duties.

**6.03** Changes to existing job descriptions shall be made by mutual agreement of the Union and the Employer. Where existing job duties are altered or the volume of work increased, or where an employee is otherwise unfairly or incorrectly classified, the appropriate classification shall be negotiated between the Employer and the Union. Failing agreement, any dispute shall be referred to arbitration prior to any changes in job descriptions or classifications being implemented. The arbitrator shall have the power to determine the appropriate classification, job description and other related matters at issue effective as of the date of the job being changed.

**6.04 Labour/Management Committee**

A Labour/Management Committee shall consist of three (3) representatives of the Union and three representatives of the Employer. The Executive Director and the Shop Steward shall be members of this Committee.

(a) The Labour/Management Committee shall have scheduled meetings at least once (1x) per month, unless agreed otherwise.

(b) The responsibilities of the Labour/Management Committee shall include the following:

- (i) Promote good working relations
- (ii) Maintain accurate job descriptions

- (iii) Recommend to the Union and the Employer action with respect to the decisions made by the Committee
- (iv) Other areas of concern which may be referred to it except bargaining or grievances.
- (c) The Labour/Management Committee may be called into session by either the Employer or the Union.
- (d) The Union may appoint up to one Pub Operations employee to the committee.

#### **6.05 Resolutions and Reports of the Employer**

Any reports or recommendations about to be made to the Employer's Board dealing with matters of policy and/or conditions of employment which may affect employees within the bargaining unit, shall be communicated, a minimum of two (2) days in advance, in writing by the Staff Liaison Officer to the Union in time to afford the Union a reasonable opportunity to consider them, if deemed necessary of speaking to them when they are dealt with by the Employer's Board. This paragraph does not apply to reports or recommendations to the Employer's Board in-camera sessions under paragraph 2 (a) of this Article.

### **ARTICLE 7 NO DISCRIMINATION**

#### **7.01 No Discrimination**

The Employer agrees that there will be no discrimination against an employee, or employee representative by reason of gender, age, appearance, colour, race, place of origin, political or religious affiliation, gender or sexual orientation, marital or family status, place of residence, physical or mental disability or union activity or affiliation.

#### **7.02 Personal Rights**

The Employer and its representatives agree that the rules, regulations and requirements of the workplace shall be limited to matters pertaining to the work required of each employee in accordance with the Collective Agreement. In addition, the Employer or individual Employer's Board members shall not harass, degrade, demean, usurp or interfere in the work of employees. Employees will not be asked or required to do personal work for representatives of the Employer.

#### **7.03 No Harassment**

- (a) The Employer shall not harass any employee, prospective employee or employee representative, degrade, or demean their work. The Employer agrees that there shall be no form of sexual, gender, racial, or ethnic harassment, or any harassment on the basis of age, appearance, place of origin, political or religious affiliation, gender or sexual orientation, marital or family status, AIDS or AIDS related illness, disability or Union membership or activity.
- (b) The Employer and the Union recognize the right of employees to work in an environment free from sexual/personal harassment/bullying and agree to cooperate in attempting to resolve, in a confidential manner, all complaints of sexual/personal harassment/bullying which may arise in the workplace. The complainant and the alleged harasser and any witnesses or coworkers interviewed, shall be advised they have the right to have a Union representative present at all meetings.
- (c) **Sexual Harassment Definition**  
Sexual harassment shall be defined as any sexually oriented behavior of a deliberate or negligent nature, which adversely affects the working environment. It includes, but is not limited to:

- (i) sexual solicitations 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;
- (ii) implied or expressed promise of reward for complying with a sexually-oriented request;
- (iii) 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;
- (iv) 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.

**(d) Personal Harassment/Bullying Definition**

Personal harassment or bullying shall be defined as any behavior (including a single incident or series of incidents) that serve(s) no legitimate work-related purpose and consists of:

- (i) physical threats, intimidation, assault, unwelcome physical contact such as touching, patting, pinching or punching; or
  - (ii) unwelcome or unwanted behavior or comments that are directed at, or offensive to any employee that demeans, belittles, causes personal humiliation or embarrassment to that employee or any other employee; or
  - (iii) implied or expressed promise of reward or threat of reprisal, or the denial of opportunity or refusal to comply with a request which is unrelated to any employee's assigned duties; or
  - (iv) the improper use of power and authority inherent in the position held, to endanger an employee's job, threaten the economic livelihood of an employee, or
  - (v) in any way interfere with or influence the career of an employee; or remarks or behavior which may reasonably be perceived to create a negative psychological and emotional environment for work.
- (e) Cases of sexual/personal harassment/bullying shall be considered as discrimination and shall be processed as grievances.
  - (f) No information related to the grievor's personal background, lifestyle or mode of dress will be admissible during the grievance or arbitration process.
  - (g) The Employer recognizes its responsibility to maintain a discrimination/harassment free workplace.

**7.04 Personal Opinions**

No employee shall be disciplined for voicing personal opinions in a respectful manner on Employer policy or business.

**ARTICLE 8 EMPLOYEE INFORMATION AND CONFIDENTIALITY**

**8.01 Employee Information**

- (a) An employee shall have access to their personnel file. The Employer shall keep all records pertaining to employees in the employee's personnel file. The Employer shall remove from an employee's personnel file any written letter of discipline after twelve (12) months has elapsed from the date of issuance. Performance appraisals are not disciplinary documents and shall not be used as the basis of disciplinary action.
- (b) **Limited Access**  
Access to an employee's records shall be limited to the Executive Director, accountant or auditor and Staff Relations Officer or the Shop Steward with the member's permission.

(c) **Personal Information Reporting**

Except where required by law, the Employer shall not give any personal information about an employee to anyone without the permission of the employee concerned.

**8.02 Confidentiality**

Employee personnel matters shall remain confidential.

**ARTICLE 9 UNION SECURITY**

**9.01 Union Shop**

All employees as at the date of signing this Agreement who are covered by the Certification shall be required to become or remain Union members as a condition of employment.

**9.02 New Employees**

As a condition of employment, employees who are hired after the date of signing this Agreement shall become Union members.

**9.03 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, address, phone number, email address, and employment status ranked according to seniority.
- (b) The Employer shall notify the Union, in writing within five (5) working days of all job postings, hiring, transfers or resignations.
- (c) The Employer shall notify the Union, in writing within three (3) working days when any employee has been laid off, discharged, suspended, or given a written warning.

**9.04 Conflict of Interest**

An employee may not be an elected member of the Employer's Board, but employees are encouraged to become and maintain membership in the Vancouver Island University Students' Union Local 61 Canadian Federation of Students. To be eligible to become an employee an elected member of the Employer's Board must first resign from that elected position on the Employer's Board.

**9.05 No Contracting Out**

The Employer shall not contract out bargaining unit work without the consent of the Union. Unless agreed in writing, only employees hired according to the process specified in Article 32 (Hiring, Transfer and Recall) may perform bargaining unit work except when a person who is not defined in this Agreement has been requested to work on an emergency basis by the members of the Union or their representative.

**9.06 Affiliation and Merger Protection**

In the event the Employer merges or affiliates with another body, the Employer shall ensure that:

- (a) employees be credited with all seniority rights;
- (b) all service credit relating to vacation with pay, sick leave, and all other benefits be recognized;
- (c) all work and service presently performed by members of the bargaining unit shall continue to be performed by members of the bargaining unit;
- (d) conditions of employment and wage rates not be less than the provisions in effect under this Agreement;

- (e) no employee suffer loss of employment;
- (f) preference in location of employment be determined on the basis of seniority;
- (g) the Union have the right to participate on all discussions relating to the merger or affiliation.

## **ARTICLE 10 CHECK OFF**

### **10.01 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.

### **10.02 Deduction of Dues**

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

### **10.03 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.

### **10.04 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.

## **ARTICLE 11 UNION ACTIVITY**

### **11.01 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 undue disruption of work.

### **11.02 Leave for Union Functions**

A leave of absence with pay and without loss of benefits as referred to in Article 27 shall be allowed for 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 ten (10) days for the bargaining unit as a whole.

A leave of absence without pay but without loss of benefits for the same purpose as above shall be limited to forty (40) days per year for the bargaining unit as a whole. Such leave shall not be unreasonably denied by the Employer provided that notice of leave is received fourteen (14) calendar days in advance and subject to bona fide operational requirements.

**11.03 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 27 so that the employee may be a candidate in Federal, Provincial or Municipal elections.
- (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 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 27 of this Agreement, and they shall pay the full premium of these plans. Return to work prior to end of leave term may be negotiated by both parties; notwithstanding negotiation, the employee must provide no less than six (6) weeks written notice of their intent to return. 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 Canadian Union of Public Employees, or any body with which the Union is affiliated, shall be granted a leave of four (4) months renewable up to two (2) years.

The duration of the two (2) year time frame will commence upon the initial leave and be continuous for twenty-four (24) months from that date.

An additional two (2) year continuous leave may be granted by mutual consent. The employee so elected shall give one month's notice.

If additional leave is granted after the initial leave, the twenty-four (24) month time frame will commence once again.

Seniority shall remain at its achieved level. The employee shall also be allowed to continue with all benefit plans as referred to in Article 27, and they shall pay the full premiums of these plans. Return to work prior to end of leave term may be negotiated by the parties; notwithstanding negotiation, the employee must provide no less than three (3) weeks written notice of their intent to return. An employee returning from such leave shall be entitled to return to work.

- 11.04** The Employer agrees that the Shop Steward shall be entitled to use two (2) hours with pay each month for the purpose of attending a Union executive committee meeting.

**ARTICLE 12 STEWARDS AND OTHER UNION REPRESENTATION****12.01 Recognition**

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

**12.02 Meeting of the Employer**

- (a) When the Employer wishes to discuss dissatisfaction with the work of an employee, the employee shall be accompanied by a Steward or Union representative.

- (b) Where in-camera sessions of the Employer's Board 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 or debate on the matter.

### **12.03 No Loss of Pay**

Union representatives 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. All time spent in performing these shall be no undue disruption of work.

### **12.04 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.

- 12.05** Times scheduled for negotiations shall be by mutual consent.

## **ARTICLE 13 UNION LABEL**

- 13.01** 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.
- 13.02** The recognised Union label shall include the designation "CUPE" at the employees' option. This designation shall be placed below the signatory initials of the employee on typewritten or digital correspondence of the Employer, and it shall appear on all printed matter by a member of the Union.
- 13.03** Other locations and uses of the Union label shall be by mutual consent of the Parties.
- 13.04** The privilege of using the Union label shall be extended to the Employer as long as this Agreement remains in full force and effect and the Employer continues to comply with all the terms and conditions of this Agreement.
- 13.05** Employees shall be entitled to wear Union pins or emblems and/or Steward badges while they are working.

## **ARTICLE 14 UNION INFORMATION**

### **14.01 Copies of 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 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 sufficient number of copies of the Agreement shall be borne by the Employer, and shall be performed by Union labour in a Union shop.

**14.02 Union Orientation**

The Employer agrees that a member of the Union's local executive or the Shop Steward shall be given the opportunity during regular working hours to orient 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.

**ARTICLE 15 BULLETIN BOARD**

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

**ARTICLE 16 PICKET LINES**

**16.01** The Employer agrees that no employee shall be subject to discipline or dismissal for refusing to cross a picket line or for refusal to handle goods for an employer where a strike or lockout is in effect.

**16.02** 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.

**16.03 Labour/Management Committee Meeting**

(a) In the event that the Employer and/or the Union receives notification:

- (i) That a trade union has established a picket line at any entrance of any campus of Vancouver Island University, or on such a campus; or,
- (ii) That an employer has served a lock out notice or a trade union has served a strike notice which might, if acted upon, result in the establishment of such a picket line,

the Labour/Management Committee shall meet to discuss the maintenance of the operations of the Students' Union.

(b) This meeting shall be convened within one (1) working day of receiving such notification. The provisions of Article 6.04 (d) shall not apply.

**16.04 Political Action**

No employee shall be disciplined for participation in action(s) called for or endorsed by the Canadian Union of Public Employees, CUPE BC, the BC Federation of Labour, the Canadian Labour Congress, its affiliates or subordinate bodies, or any other labour body. Such employees shall be deemed to have applied for a leave of absence without pay for the duration of such political action(s).

**ARTICLE 17 STAFF MEETINGS****17.01 Staff Meetings**

The Employer will call meetings of each of the Organizer Staff and Pub Operation Staff at regular intervals. Such meetings will constitute paid time and wherever possible be scheduled during normal work hours. Where employees are called in for such meetings, minimum call-in shall be two (2) hours. When meetings occur outside an employee's regular working hours, attendance is encouraged but not mandatory.

- 17.02 The Employer may grant up to one (1) day off per year for staff workshops upon the Employer's receipt of a proposal by the Union.

## ARTICLE 18 HEALTH, SAFETY AND ENVIRONMENT

- 18.01 The parties recognize a joint responsibility for the matter of safety in work practices and in the working environment and shall co-operate in the establishment and improvement of safety rules and practices.
- 18.02 The Union will send a representative to the Occupational Health & Safety Committee so that all relevant health and safety conditions are known, and steps can be taken to assure continuous safe and healthy working conditions. Minutes of the meetings will be posted and distributed to the Union.
- 18.03 The Union shall present and discuss all safety and health problems with the Executive Director and/or the "s Board. Safety issues referred to the Employer shall be addressed immediately by the Employer.
- 18.04 Employees will be paid for the time spent attending the University Health & Safety Committee meetings at the appropriate rates.
- 18.05 If a health and 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 Staff Liaison and/or the Employer's Board. No reasonable request shall be denied.
- 18.06 The Employer will provide at least one (1) working day [eight (8) hours] of training per calendar year for Committee members. The areas of training will be jointly determined by the Employer and the Union with priority given to worksite inspection and accident investigation training. All costs associated with this training shall be covered by the Employer.
- 18.07
- (a) **Right to Refuse and No Disciplinary Action**

Employees may refuse unsafe, dangerous or hazardous work until the safety problem has been corrected by the Employer or until an investigation has determined that the situation is safe. No employee shall be discharged, penalized or disciplined for refusing to work on a job or in any workplace or to operate any equipment where the employee has grounds to believe that it would be 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 workday at the appropriate rate of pay without reduction of sick leave for that day.
  - (c) **WorkSafeBC Top-Up**

Upon return to work, an employee shall receive said employee's regular pay and benefits as referred to in Article 27 for the time spent for further treatment of the injury during regularly scheduled hours, subsequent to the day of the accidents per terms elsewhere in this Agreement.

**(d) Transportation of Accident Victims**

Transportation to the nearest physician or hospital for employees requiring emergency medical care as a result of an accident, in the performance of their duties, shall be at the expense of the Employer unless covered by insurance plans.

**18.08** The Employer shall provide the Union with all copies of WorkSafeBC reports and/or College Health & Safety accident reports that pertain to the Union.

**18.09 WorkSafeBC and Liability Insurance**

(a) The Employer shall provide and/or maintain WorkSafeBC and Liability Insurance and top up wages to one hundred percent (100%) of regular net pay.

(b) Any employees receiving payment for compensable injury under WorkSafeBC shall accumulate seniority and shall be entitled to all benefits as referred to in Article 27 under this Agreement. While on WorkSafeBC, 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.

**18.10** An employee who is deemed fit to return to work by WorkSafeBC shall be placed in the employee's former or equivalent position.

**18.11 Computer Safety****(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.

**(b) Alternate Work Assignment**

Employees working with computer systems shall have a ten (10) minute period of alternate work from terminal use during every hour worked in front of the screen [fifty (50) minutes on, ten (10) minutes off].

**(c) Five Hour Limit**

No employees shall be required to work for more than five (5) hours per day, including periods of alternate work, at a terminal.

**ARTICLE 19 TECHNOLOGICAL CHANGES****19.01 No Dismissal**

No regular or replacement employee shall be displaced by the Employer because of technological change. An employee who is displaced from their job by virtue of technological change will suffer no reduction in normal earnings, and will be given full opportunity to fill other vacancies.

**19.02 Training**

In the event that the Employer should introduce new methods that require new skills, employees shall, at the expense of the Employer, be given a minimum period, not to exceed one (1) year, during which they may acquire the necessary skills. In the event that additional training is required, the additional training shall be agreed upon by the Employer and the Union.

**ARTICLE 20 ALLOWANCES****20.01 Transportation and Expense Allowances****(a) Work Over 10 Hours per Day**

In cases where employees are required to work more than ten (10) hours in any day, the employee shall be entitled to a per diem of fifteen dollars (\$15.00) to cover additional food and shall be reimbursed for any additional travel expenses such as taxi fare. This provision shall not apply when such work occurs as part of meetings and conferences for which the employee has already received per diem.

**(b) Work Off Campus**

Any employee required to attend meetings off campus, or otherwise work away from their usual workplace, shall receive travel expenses.

**(c) Automobile Allowance**

Any employee required to use their own vehicle on the Employer's business shall be reimbursed at the Government of Canada rate to cover the cost of gas and vehicle wear and tear. Any employee whose vehicle is driven over fifteen hundred (1500) kilometers per year in the course of performing the Employer's business shall be granted a membership in the BCAA or equivalent roadside service agency agreed by the parties.

**(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 insurance premiums. Where the Employer requires the employee to use their personal vehicle for business use and the vehicle suffers damage during this time, the Employer will cover the cost of the employee's deductible.

**(e) Expenses and Per Diems**

When an Employee is required or agrees to attend a meeting or conference, or work away from their area of residence, a per diem shall be paid. When food or per diems are not provided at the meeting or conference or destination where the work will be performed, a per diem of fifty-five dollars (\$55.00) shall be paid. When meals or per diems are provided, a per diem of twenty dollars (\$20.00) shall be paid. All other reasonably incurred work-related expenses shall be paid in advance or by reimbursement.

**(f) Parking Passes**

The Employer shall provide reimbursement to full-time employees for the cost of an annual staff parking pass.

**ARTICLE 21 OFFICE HOLIDAYS****21.01 Definition**

A holiday is a day of time off with pay for all employees.

**21.02 Statutory Holidays**

- (a) The Employer recognizes the following holidays:

New Year's Day	Labour Day
Family Day	National Truth & Reconciliation Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Boxing Day
Canada Day	Christmas Day
BC Day	

- (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.

**21.03 Work on Statutory Holidays**

- (a) The Employer may seek to maintain its operations during a holiday. Employees are not required to work on holidays but may choose to do so voluntarily.
- (b) An employee who agrees to work on a Statutory Holiday as listed in Article 21.02 shall receive pay at time and one half (1½) for all hours worked and receive a day off in lieu.

**21.04 Scheduling of Statutory Holidays**

For each Holiday listed in Section 21.02 (a), one weekday shall be designated a Holiday. Normally this would be:

- (a) on the holiday, if it falls on a weekday; or
- (b) on an adjacent weekday, if it falls on a weekend; and
- (c) when the University observes it, if it does so.

**21.05 Seasonal Time Off**

- (a) All Organizer full-time employees shall receive paid time off for the days between the 22<sup>nd</sup> of December or the last day of classes, following the last pay period, whichever is sooner, and the first day of classes for the spring semester.
- (b) All Organizer part-time employees shall receive pay equivalent to their normally scheduled hours of work during Seasonal time off.
- (c) All Pub Operation and Student employees shall receive paid time off during the Seasonal Closure. The payment shall be determined by calculating the average of the employees previous six (6) pay periods.
- (d) No additional time off will be scheduled for those days cited above which fall on a Saturday or Sunday.
- (e) The Employer may seek to maintain its operations during a portion of the seasonal closure in preparation for the upcoming semester. Employees are not required to work during the seasonal closure but may choose to do so voluntarily. Work during the seasonal closure shall be compensated at double (2x) the regular rate of pay.

**21.06 Flex Time Off**

Each Organizer employee shall be entitled to four (4) days of paid time off to be taken at the discretion of the employee provided five (5) working days notice to the Employer. Employees shall not take more than two (2) flex days off within a seven (7) day period unless approved by the Executive Director.

**21.07 Official Closure**

Should the University be officially closed temporarily, due to environmental conditions, utility disruptions, Acts of God, or other reasons beyond the control of the employees covered by this Agreement, each workday during such a closure shall be considered time off with pay for those employees regularly scheduled to work that day. An employee who is on paid vacation or sick leave for a regularly scheduled day shall be credited to the appropriate account for each day that a closure falls on.

**ARTICLE 22 VACATIONS**

**22.01 Calendar Year**

The Calendar year shall mean the twelve (12) month period from January 1<sup>st</sup> to December 31<sup>st</sup> inclusive.

**22.02 Year of Employment**

The year of employment shall be the year the employee began employment. As of January 1<sup>st</sup>, of the following year, employees shall advance to the next “year of employment” step as set out in Article 22.03.

**22.03 Organizer Employees Vacation Entitlement**

(a) **Organizer** employees shall be entitled to an annual vacation with pay, on the following basis:

Year of Employment	Entitlement
1 <sup>st</sup>	3 weeks 6%
2 <sup>nd</sup>	4 weeks 8%
3 <sup>rd</sup>	4 weeks 8%
4 <sup>th</sup>	5 weeks 10%
5 <sup>th</sup>	5 weeks 10%
6 <sup>th</sup> and subsequent	6 weeks 12%

The vacation period may be taken at any time within a calendar year.

(b) **Vacation Entitlement Carryover**

At the end of each calendar year, an employee may carryover up to two (2) weeks of unused time to the next calendar year. This vacation time must be used during the months May through August in the next calendar year.

**22.04** An employee wishing to take vacation time shall forward the request to the Employer for prior approval. An employee in their first (1<sup>st</sup>) year of service must work six (6) months before being entitled to vacation with pay.

**22.05 Split Vacations**

An employee may take holidays in a broken period with the approval of the Employer. No reasonable request will be denied.

**22.06 Mandatory Vacation**

In the first (1<sup>st</sup>) and second (2<sup>nd</sup>) year of employment, each employee must take a minimum of one (1) week of vacation each year. Beginning in their third (3<sup>rd</sup>) year of employment and for every other year of employment thereafter, each employee must take at least two (2) weeks' vacation time off per year.

**22.07 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 pay cheques prior to termination.

**22.08 Notice of Vacation**

The Employer shall require three (3) weeks' notice of vacation.

**22.09 Vacation Scheduling**

More than one employee may not schedule vacations during the same period, except upon approval by the Employer. Such approval shall not be unreasonably withheld.

**22.10 Conflict in Vacation Scheduling**

Vacations shall be scheduled on the basis of seniority where there is a conflict of scheduling between employees.

**22.11 Pay Cheques**

An employee may, upon giving five (5) calendar days prior notice, receive on the last working day preceding commencement of their vacation, any cheques which would normally fall due during the period of the vacation.

**22.12 Compensation for Holidays Falling Within Vacations**

An employee shall be granted an additional day's vacation with pay for any Office Holiday as outlined in Article 21, which is observed during the employee's vacation.

**22.13 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 may require such illness or disability to be certified by a medical practitioner. If the vacation cannot be rescheduled the vacation time will be paid out at the end of the year.

**22.14 Cash Equivalent**

During the first three (3) years of employment, an employee may be granted the cash equivalent to no more than twenty-five percent (25%) of their annual vacation entitlement, or one (1) week, whichever is more. During the fourth (4<sup>th</sup>) year of employment and all years following, an employee may be granted the cash equivalent to no more than fifty percent (50%) of their annual vacation entitlement, or two (2) weeks, whichever is more.

A request for cash equivalent shall be made by the Shop Steward. The Employer may not require an employee to take cash equivalent in lieu of a vacation entitlement.

**ARTICLE 23 SPECIAL LEAVE****23.01 Requests**

Requests for Special Leave shall be submitted to the Executive Director 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.

**23.02 Court Duty (as a juror or witness)**

Such paid leave shall be granted to full-time employees for the actual time an employee is required to be in attendance at court plus a reasonable amount of traveling 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.

**23.03 Leave for Court Appearance or Incarceration****(a) Not Related to the Employment**

In the event that an employee is accused of an offence that 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 27. In the event that the employee is jailed awaiting a court appearance, the employee shall be entitled to an automatic 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 one (1) year, the employee shall be placed on the recall list upon release.

It is understood that the intent of this paragraph is to provide leave where required by an employee, not to condone criminal acts. This paragraph does not affect the Employer's right to discipline for just cause under Article 36, for reasons other than absence from work due to incarceration.

**(b) Related to Employment**

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 and benefits as referred to in Article 27 and without loss of seniority for court appearances and/or the period of incarceration.

**23.04 Domestic Crisis and Illness in the Family**

Such paid leave shall be granted to a maximum of five (5) days per occurrence, and to a maximum of ten (10) days per year. Additional paid leave under this clause shall be granted upon the mutual agreement of the Union and the Employer. When time allows, the employee shall notify the Employer prior to taking leave.

**23.05 Compassionate Leave**

- (a) In the case of bereavement in the family, an employee shall be entitled to a paid special leave to a maximum of five (5) days including the day of the funeral. Where the burial takes place off Vancouver Island, 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 of someone other than a family member, upon notification to the Employer. Such leave shall be limited to a maximum of five days (5) per year unless approved by the Executive Director.
- (c) When time allows, the employee shall notify the Employer prior to taking compassionate leave.

**23.06 Family Defined**

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

- parent/ parent in-law
- grandparent/grandparent in-law
- spouse
- common law spouse
- step parents
- step siblings
- siblings/siblings-in-law
- child/step-child
- grandchild
- 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.

**23.07** If an employee is on vacation and becomes eligible for Compassionate Leave, the employee shall be granted such leave and shall be credited with the appropriate number of vacation credits.

**ARTICLE 24 EMPLOYEE EDUCATION AND DEVELOPMENT****24.01 Job Development and Training**

If an employee wishes to attend a course, seminar or other educational program that has demonstrable benefit to the Employer and employee, and is related to the employee's position and job description:

- (a) The Employer shall grant leave with pay to attend the course and write examinations in it.
- (b) Upon completion of the course, seminar or program and receipt of satisfactory documentation, the Employer shall pay the employee's tuition and other course related costs.
- (c) The maximum allowance per employee per year shall be two thousand dollars (\$2,000.00) per employee.
- (d) An employee who has reached their maximum annual allowance of \$2,000.00 may apply for and upon mutual consent be granted additional paid leave time to attend programs with a demonstrable benefit to the Employer. Employees shall pay their own tuition and course related costs for this additional education and development.

If an employee wishes to attend a course, seminar or other educational program that has demonstrable benefit to the general happiness or wellbeing of the employee, the Employer shall, whenever possible subject to bona fide operational requirements, grant leave without pay but without loss of benefits to an employee for the purpose of attending the course, seminar, or program, and writing examinations in it.

**24.02 Examinations and Coursework**

Employees are encouraged to maintain student status to either upgrade employment qualification or for personal fulfilment.

An employee shall be entitled to leave of absence without pay to write examinations. In cases where courses conflict with work hours, an employee may, upon approval of the Executive Director, be granted a leave of absence without pay to attend classes. Such leave shall be limited to a maximum of four (4) hours per week.

**ARTICLE 25 SICK LEAVE AND EXTENDED LEAVE****25.01 Sick Leave****(a) Definition**

"Sick Leave" is defined as an absence from work because of sickness, disability, quarantine, rehabilitation, accidents for which WorkSafeBC is not payable under the WorkSafeBC Act, or medical treatment necessitated by any of the above. Such leave shall be granted with full pay.

**(b)** All employees shall be provided five (5) sick days on an annual basis. Full-time employees shall earn sick leave credits at the rate of 1.66 days per month worked (20 days per year). Full-time employees shall be entitled to bank up to sixty (60) days. This rate shall be pro-rated for part-time employees based on number of hours worked. Part-time employees shall be limited to banking a maximum of ten (10) days and they shall be disbursed in a manner designed to compensate for shifts lost due to illness as defined in 25.01 (a).

**(c) Termination**

In the event that an employee with a minimum of five (5) years' service chooses to terminate, they will be paid out fifty percent (50%) of their remaining sick leave credits.

**25.02 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 or accrued sick bank, whichever is greater. Such leave shall be without pay.

**(b)** In the case of lengthy illness, the employee shall apply for sick leave benefits as provided under the Long Term Disability Plan.

**25.03** The Employer may require a medical certificate for continuous absences of three (3) days or more. Should an employee be charged for a medical certificate, the employee will be reimbursed.

**25.04 Sick Leave Records**

Employees shall have access to their sick leave credit records. Upon commencement of employment of an employee, 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.

**25.05 Dental and Medical Appointments**

Each full-time employee shall be entitled to twenty-one (21) hours paid leave per year for purpose of attending medical and dental appointments, including appointments with health practitioners. Unused time may not be carried forward to the following year.

**25.06 No Loss or Severance**

No employee shall be severed or lose benefits as referred to in Article 28 because of illness. Seniority and vacation entitlements shall continue to accrue during sick leave or extended sick leave for a period of eighteen (18) weeks. Medical and dental benefit plans will be maintained.

**ARTICLE 26 PARENTING AND EXTENDED PARENTING LEAVE****26.01 Maternity Leave without Pay**

Employees who have completed a minimum of one (1) year service before the anticipated birth of a child shall be granted a pregnancy/maternity leave without pay, without loss of seniority or benefits for a period of up to seventeen (17) weeks. Pregnancy/Maternity leave must be requested in writing at least two (2) weeks prior to the anticipated commencement of this leave. An employee who becomes pregnant shall notify the Employer at least ten (10) weeks prior to the expected date of the birth of the child.

**26.02 Parental Leave Without Pay**

Employees who have completed a minimum of one (1) year service before the anticipated birth of a child shall be granted parental leave without pay, without loss of seniority or benefits for a period of up to thirty-five (35) weeks. Parental Leave must be requested in writing at least two (2) weeks prior to the anticipated commencement of this leave. Either birth parent who intends to apply for parental leave shall notify the Employer at least ten (10) weeks prior to the expected date of the birth of the child.

**26.03 Adoption and Foster Leave Without Pay**

Employees who have completed a minimum of one (1) year service before the anticipated adoption of a child, or anticipated commencement of guardianship of a foster child, shall be granted adoption leave without pay, without loss of seniority or benefits for a period of up to fifty-two (52) weeks. Adoption and foster leave must be requested in writing at least 8 weeks prior to the anticipated commencement of this leave. The employee shall notify the Employer within two (2) weeks of the date on which the employee's application for adoption was officially approved by the adoption agency.

**26.04 Continuation of Benefits**

When an employee is on unpaid leave of absence, pursuant to this Article, the following benefits shall apply: Article 29; seniority accrual; and vacation entitlement. Employer contributions will continue to be made to the RRSP plan for members during the SUB payment period provided they choose to continue to participate in the RRSP plan while on unpaid leave.

**26.05 Extended Parental Leave**

An employee is entitled to a leave without pay for a maximum duration of two (2) years to prolong a pregnancy/maternity, adoption, or parental leave, with seniority continuing to accumulate.

Those on Extended Parental Leave shall retain any sick leave credits, vacation, or seniority that has accumulated before the leave. However, vacation entitlements, sick leave credits and seniority shall not accrue during the leave.

For those on a long-term leave of absence, medical, dental, and other insurance coverage under this agreement shall continue if the employee pays the full premium for such coverage.

**26.06 Gender Parity**

All references to Parental Leave in this Article applies to all employees.

**26.07 Employment Insurance Supplemental Unemployment Benefits**

Employees who have completed one (1) year service prior to commencement of leave as described in 26.01; 26.02; and 26.03, shall be entitled to Employment Insurance Supplemental Unemployment Benefits (SUB) payments. During the EI (1) one week waiting period the Employer shall pay (85) eighty-five percent of the employee's normal basic salary.

During the following sixteen (16) weeks in the case of Pregnancy/Maternity Leave or thirty-five (35) weeks in the case of Adoption or Parental Leave, the Employer shall supplement the weekly EI payments up to eighty-five (85) percent of the employee's basic salary.

In the case of Adoption Leave, during the following sixteen (16) week period, the Employer shall continue to pay the difference between the maximum EI payment, which was received during the initiation thirty-five (35) week period and eighty-five (85) percent of the employee's basic salary during the initial thirty-five (35) week period.

**26.08 Employment Insurance Act**

It is understood between the Parties that payment of the SUB is governed by the Employment Insurance Act, which, under the Employer's plan, requires that:

- (a) the combined weekly level of EI benefits and SUB payments and other earnings do not exceed eighty-five (85) percent of the employee's normal weekly earnings during the actual employment insurance period;
- (b) employees disentitled or disqualified from receiving employment insurance benefits be ineligible for SUB payments under this Article except if serving the EI waiting period;
- (c) the right to SUB payments be solely for supplementation of employment insurance benefits during the government approved payment period (to a maximum of fifty-one (51) weeks for Maternity Leave, or thirty-five (35) weeks for Parental Leave);
- (d) in order to receive SUB payments, employees must make application for and be in receipt of employment insurance benefits and provide such proof of eligibility to the Employer;
- (e) payments in respect of guaranteed annual remuneration, or in respect of deferred remuneration or severance pay benefits, are not reduced or increased by payments received under this plan.

**26.09 Return to Work**

The employee shall be re-instated in the employee's former position, with the option of temporarily reduced hours to a maximum of four (4) weeks, at the employee's request.

**ARTICLE 27 LEAVE OF ABSENCE WITHOUT PAY****27.01 Short-term Leaves**

Any employee may apply for a leave of absence without pay for personal reasons other than illness of up to fifteen (15) working days, once per year. The employee shall make the request in writing, and provide at least one (1) month's notice. The response of the Employer shall be in writing; if refused, the reasons for the refusal shall be stated. Approval of a short-term leave of absence shall not be unreasonably withheld.

**27.02 Long Term Leaves**

Following completion of two (2) years of consecutive employment, and once (1x) every three (3) years thereafter, an employee shall be entitled to an unpaid leave of absence of up to eight (8) months. The employee shall provide six (6) weeks written notice. Such leave may be extended in increments of not less than four (4) months to a maximum of twelve (12) months by mutual agreement. The Employer shall not unreasonably withhold such agreement.

**27.03 Continuation of Benefits**

Those on a leave of absence without pay shall retain any sick leave credits, vacation, or seniority that has accumulated before the leave. However, vacation entitlements, sick leave credits and seniority shall not accrue during the leave.

For those on a long-term leave of absence, medical, dental, and other insurance coverage under this agreement shall continue if the employee pays the full premium for such coverage.

For those on a short-term leave of absence, medical, dental, and other insurance coverage under this agreement shall continue; where the short-term leave of absence is greater than ten (10) days the employee shall be billed for the cost of providing those benefits during the period of the leave. Childcare benefits shall be maintained at no cost to the employee for those employees on a short-term leave.

**ARTICLE 28 CHILDCARE BENEFITS****28.01 Childcare Costs**

The Employer shall pay twenty-five percent (25%) of all full-time employees' childcare costs. 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 Vancouver Island University day care rates for equivalent care.

**28.02 Duty Shift**

Full-time employees who have children enrolled in parent-participating day care centres shall be allowed up to one-half ( $\frac{1}{2}$ ) day off without pay per month for duty shifts. Employees shall provide seven (7) days notice of such shifts.

**28.03 Substitute Care**

The Employer shall reimburse two dollars (\$2.00) per hour to an employee who is a parent who incurs a cost for substitute care when required to work outside of the regular workday as defined in Article 41.

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

**ARTICLE 29 HEALTH AND DENTAL PLANS****29.01 Health and Wellness Plan**

A health and wellness spending account be maintained for each full-time employee. The amount of the benefit per person per year shall be set at (\$1,350 annually). The Health and Wellness Spending Accounts will reset at the conclusion of each calendar year with no carry-over and shall be credited with the full amount upon January 1. If MSP premiums are reinstated due to provincial legislation, the Health and Wellness Spending Accounts will be adjusted according to any premium increases. If the premiums were raised, that amount in the account would be decreased.

**29.02 Extended Medical and Dental Coverage**

The Employer shall provide extended medical and dental coverage for all full-time employees following any wait periods prescribed by the coverage provider. Coverage shall include the employee's spouse, including same sex spouse, and dependants. The Employer shall pay the full cost for these plans and no changes shall be made to existing coverage without mutual agreement between the Employer and Bargaining Unit.

**29.03 Medical Services Plan of British Columbia**

The Employer shall pay the full cost of premiums of the Medical Services Plan of BC for all full-time employees, including premium cost for employee spouses, same sex spouse and eligible dependents. Premiums for the Medical Services Plan of British Columbia ceased January 1, 2020. Should fees be reintroduced in the future the Employer will adjust the Health and Wellness account by the equivalent amount in the subsequent calendar year to the reintroduction of fees.

**29.04 Long-Term Disability Plan**

The Employer shall maintain a Long-Term Disability Plan covering full-time employees.

**29.05 Continuation of Extended Medical and Dental Coverage**

In the event that an employee with a minimum of five (5) years' service chooses to terminate, they may opt to participate in the Employer's extended medical and dental coverage through payment of full cost of the program.

Where a retiree engages in post-retirement employment with another Employer and receives group health and dental benefits, the "new" Employer plan shall become the first payor for benefits covered.

If the employee chooses to remain on the plan until the age of 60 or terminates employment after the age of 60, the Employer will cover the full cost of the plan moving forward.

**ARTICLE 30 RRSP IN LIEU OF PENSION**

The Employer is not opposed in principle to removing this provision in favour of a pension program such as has been proposed. More information is required for the Employer to agree to the specific terms proposed. However, subject to agreement on wage rates and any changes thereto through the term of the agreement here negotiated, the Employer agrees to increase the Employer contribution for pension/RRSP benefits from five percent (5%) to nine percent (9%) as of June 1, 2018, based on employees providing a matching contribution equal to five percent (5%).

The parties agree to work cooperatively towards conversion from RRSP to a pension plan for eligible employees. A Joint Pension Working Committee (JPWC) shall be formed with initial meetings to start prior to December 15, 2017. The JPWC will meet, at a minimum, bi-monthly to ensure discussions and progress are made toward conclusion of this issue.

The committee may utilize pension specialists that may include CUPE's provincial pension coordinator or other assistants as agreed to between the committee members.

**30.01** The Employer shall administer contributions made by full-time Organizer employees to a Registered Retirement Savings Plan under the following conditions:

- (a) The employee shall submit, upon request, documentation certifying the employees' participation in the plan.
- (b) Monthly, the Employer shall make an RRSP contribution in the amount of nine percent (9%) of the employee's gross monthly income, based on the employees providing a contribution of five percent (5%). The contribution shall be made directly to the RRSP in the name of the employee.

If an employee ceases to contribute to the plan, or withdraws from it, the Employer shall cease any responsibility for administration unless the employee resumes contributions.

## **ARTICLE 31 SENIORITY**

### **31.01 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.

For Pub Operation Employees the calculation of seniority shall be based on total hours worked.

### **31.02 Use**

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

### **31.03 Seniority Lists**

The Employer shall maintain an Employees' Seniority List, showing the hiring date for each employee within the classification, and the total amount of time 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 Union and a copy of each shall be posted on the Union bulletin board.

### **31.04 Accrual of Seniority**

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

Article 22	Vacation
Article 23	Special Leave (except as noted in Section 31.05 below)
Article 24	Educational Leave
Article 25	Sick Leave and Extended Leave to a maximum of thirteen (13) months
Article 26	Parenting Leave and Extended Parenting Leave

**31.05 Maintenance of Seniority**

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

- 11.03 Leave to hold Public Office or Union position
- 23.03 Leave for incarceration for actions not taken at the behest of the Employer
- 24.02 Leave to complete educational examinations
- 25.02 Extended Sick Leave after thirteen (13) months
- 27.01 Short Term Leaves
- 27.02 Long Term Leaves

**31.06 Loss of Seniority**

An employee shall lose seniority only when:

- (a) Voluntarily terminated,
- (b) Discharged and not reinstated under the terms of Section 39.01, or
- (c) Laid off and not recalled after one (1) year on the recall list under Article 33.

**ARTICLE 32 CREATING NEW POSITIONS**

- 32.01** Where new positions are created, the parties will meet to determine the rate of pay.
- 32.02** No new positions shall be created which change the self-supervisory and co-operative nature of the workplace.
- 32.03** Creation of new postings or changes to existing positions shall be subject to negotiations between the Parties.
- 32.04** Any unresolved dispute under Article 32 may be grieved by the Union at Step 2 of the grievance procedure.

**ARTICLE 33 POSTING AND FILLING OF VACANCIES****33.01 Organizer**

For positions in the Organizer Employees and Temporary/Term Employee categories, new employees shall be hired by the Employer, or its designate, upon a recommendation of the Hiring Committee. The Hiring Committee shall be comprised of two (2) representatives of the Employer and two (2) representatives of the Union who are Organizer Employees.

**33.02 Other Employees**

Pub Operation Employees, Casual Employees and Student Employees shall be hired by the Employer as necessary.

**33.03 Conflict of Interest**

No representative may continue to participate in a hiring process when a family member, as defined in Article 23.06, has submitted an application. In such a case, another representative shall be substituted for the original representative. Conflicts shall be declared by the conflicted party as soon as they become aware of the real or perceived conflict.

**33.04 Adequate Orientation**

- (a) When transferred or recalled to a new position, an employee will be on a ninety (90) day orientation and training period at the Employer's expense to acquire the necessary knowledge and skills for the position. If the employee finds the position unsatisfactory, or as determined by the Employer, is unable to meet the requirements of the position, the employee will return to said employee's former position, or be placed on the recall list.

- (b) An adequate orientation period of two (2) scheduled weeks is required for all new employees.

### **33.05 Hiring Procedure**

- (a) The first task of the Employer shall be to develop an employment notice. Such notice shall contain a statement of duties and responsibilities, qualifications required, classifications, and period of employment.
- (b) The employment notice shall first be posted on the Union bulletin board, with a copy to the Union. 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) Simultaneously to 33.05 (b). the Employer may solicit applications from the general public.
- (d) If the Employer receives applications from employees wishing to transfer or recall to the vacant position, they shall be considered prior to any external applications. If multiple employees apply for transfer or recall, the position shall be awarded to the employee who both meets the positions requirements pursuant to (a) above, and has the greatest seniority.
- (e) If no existing employee applies for transfer or recall, or if no existing employee is deemed qualified pursuant to (a) above, the Employer shall consider external applicants.

### **33.06 Recall**

Employees shall be recalled in order of seniority provided they are qualified. No new employees will be hired until all qualified employees on recall are working.

### **33.07 Prospective Employees**

When the Employer supplies information about potential employment in the bargaining unit, it shall include the statement that the position is unionized with Local 5278 of the Canadian Union of Public Employees.

## **ARTICLE 34 LAYOFF AND RECALL**

### **34.01 Layoff**

#### **(a) Definition**

A layoff is defined as a reduction in the work force or a reduction in the hours of work. There shall be no reduction in the workforce without a corresponding reduction in work required.

#### **(b) Mutual Agreement**

If a reduction of staff hours is under consideration the Employer shall call a Labour-Management meeting to discuss the proposed layoff. Failure to agree on the necessity of a layoff shall result in the matter entering Section 39.03 at STEP 3.

#### **(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 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) months. This clause shall not apply to positions with seasonal layoff provided that the Employer notifies the employee of seasonal layoff approximate start date and end date at the point of hiring.

**34.02 Recall**

- (a) The Employer shall maintain a recall list for all employees. Each laid-off employee shall be placed on the list and maintained there until recalled, for one (1) year. 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 provided they are qualified for the position in question.
- (c) The Employer agrees that no new employees will be hired until all laid off employees have been rehired, or vacant position has been declined by all employees on the recall list who are qualified for the position.
- (d) Notice of a vacant position shall be made by telephone, or if unsuccessful, by email to the last address of the employee known by the Employer. A copy shall be sent to the Union office. If the employee does not respond within one (1) month, they shall be removed from the recall list.
- (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.

**34.03 Rights To Transfer and Recall**

- (a) All employees have the right to transfer to vacant positions within their own classification provided that the employee is appropriately qualified.
- (b) All employees on the recall list have the right to recall to vacant positions within their own classification provided that the employee is appropriately qualified.

**ARTICLE 35 PROBATION PERIOD**

**35.01 Duration**

The probation period of all employees shall be one hundred and twenty-four (124) calendar days, excluding periods of layoff, commencing the first (1<sup>st</sup>) day of the employee's 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. The Shop Steward or a Union representative shall be present at all reviews.

**35.02 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 participate in the benefits plan as referred to in Article 30 until the employee has completed the probationary period.

**35.03 Probationary Process**

The probationary employee shall be subject to two (2) written reviews before the end of the probationary period, conducted by the Executive Director. 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.

- (a) Based on the results of the final review, the Employer shall determine whether the employee has successfully completed the probationary period.
- (b) At the conclusion of each review, the Executive Director shall discuss and explain their conclusions with the employee. The meeting shall be in the presence of the Shop Steward.
- (c) 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.
- (d) 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:

**36.01 Dissolution, Reorganization**

The Employer shall ensure that the Union has the right to participate in all discussions around dissolution or reorganization. In the event of reorganization of the Employer requiring the termination of two (2) or more employees, all terminated employees shall receive severance pay equivalent to four (4) weeks' wages, plus one week's wages for every year of employment, to a maximum of five (5) years and the parties shall meet to discuss terms and conditions of dissolution or reorganization at least sixty (60) days before the date the anticipated changes are to take effect.

**ARTICLE 37 SEVERANCE PAY**

If the Employer is unable to provide comparable work for a displaced employee, as a result of the cessation of all or part of the Society's operations, or changes in operating methods, the employee shall be given thirty (30) days' notice, and four (4) weeks' severance pay, plus one (1) week's wages for every year of employment, to a maximum of five (5) years.

**ARTICLE 38 DISCIPLINE AND DISCHARGE****38.01 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. 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 designate who shall be advised in advance by the Employer of the time and the place as well as the nature 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 39 of this Agreement.

(h) Once the Grievance Procedure has been initiated by the employee affected, or by the Union, any further disciplinary action shall be stayed until such time as Step 3 of the Grievance Procedure has been concluded.

(i) If, in the six (6) 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.

**38.02 Notice or Pay in Lieu of Notice**

Employees, in the case of discharge shall receive two (2) weeks notice or one (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.

**38.03 Reinstatement for Just Cause**

If, as a result of the Grievance Procedure at STEP 1, 2 or 3, 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.

**38.04 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 39 GRIEVANCE PROCEDURE****39.01 Definition**

For the purpose 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.

**39.02 Types of Grievance****(a) Individual Grievance**

A grievance 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.

**(d) Union Grievance**

Where the matter is of specific concern to the Union.

**39.03 Grievance Procedure**

The procedure for settling terminations, individual and group grievances shall start at STEP 1. The procedure for settling policy and union grievances shall start at STEP 3.

**(a) STEP 1****Labour-Management Meeting**

An employee who has a grievance shall go to the Executive Director within twenty (20) working days from the date on which the Union becomes aware of the alleged incident(s) which gave rise to the complaint. The employee must be accompanied by the Shop Steward. The Executive Director shall be given an opportunity to answer the complaint verbally. The Parties involved shall be given a maximum of three (3) working days to solve the grievance.

**(b) STEP 2****Chairperson or Designate of the Employer's Board**

If the grievance is not satisfactorily resolved in STEP 1 above, the employee and the Shop Steward shall submit the grievance in writing to the Employer's Board. Within seven (7) calendar days following the receipt of this grievance, Employer's Board shall provide a written answer to the Shop Steward.

(c) **STEP 3****Grievance Committee and Employer's Board**

If the matter is not resolved at STEP2 or if the matter is a policy or Union grievance or termination, the Union Grievance Committee and the Employer's Board shall be given fourteen (14) working days in which to resolve the grievance.

(d) **STEP 4****Arbitration**

In the event that no settlement of the grievance is reached in STEP 3 above, then either Party may, within five (5) working days following the expiry of the fourteen (14) days set out in STEP 3 above, signify in writing to the other Party of the failure to agree and notice of intention to invoke arbitration procedure as set out in Section 40.04 of this Article.

**39.04 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 any employee or Employer affected by it.
- (b) Each of the Parties shall pay one-half (½) of the expenses of the arbitrator.
- (c) The arbitrator/arbitration board shall determine the arbitrator's or arbitration board's 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.

**39.05** The time limits prescribed for the performance of any act in the grievance procedure may be extended by mutual consent.

**39.06** An employee shall be permitted the necessary time off without loss of pay or benefits as referred to in Article 29 to attend the adjustment of a grievance and may be present at any stage in the grievance procedure if so requested by either Party.

**39.07** 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.

**ARTICLE 40 HOURS OF WORK****40.01 Organizer, Casual and Temporary Employees**(a) **Number of Hours**

For all full-time employees, this shall be thirty-five (35) hours per week.

(b) **Scheduling of Hours**

Employees will be scheduled to work between the hours of 8:00 am and 5:00 pm Monday to Friday. Otherwise, an employee may, by mutual agreement between the Union and the Employer, choose to schedule work outside of the normal work hours. No employee shall be penalized for not choosing to do so.

(c) **Maintenance of Services and Flexibility**

The Union recognises 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 recognises that due to extenuating circumstances or planned absences, this may not be possible. The Employer will make all reasonable efforts to accommodate employee requests for flexible scheduling.

**40.02 Pub Operation Employees**

(a) **Number of Hours**

For all full-time employees, this shall be between thirty-five (35) and forty (40) hours per week. For part-time employees, this shall be no less than five (5) and no more than thirty-four (34) hours per week.

(b) Employees will normally be scheduled to work between the hours of 9:00 am and 2:00 am, Monday to Friday. Otherwise, an employee may, by mutual agreement between the Union and the Employer, choose to schedule work outside of the normal work hours. No employee shall be penalized for not choosing to do so.

(c) Employees will present their schedule of availability to the Employer at least one (1) month prior to the beginning of each semester.

(d) **Maintenance of Services and Flexibility**

The Union recognises 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, this may not be possible. The Employer will make all reasonable efforts to accommodate employee requests for flexible scheduling.

(e) **Minimum Shift Length**

Pub Operation Employees shall not be scheduled to work shifts shorter than two (2) hours in length.

**40.03 Student Employees**

(a) **Number of Hours**

For Student employees, this shall be no less than four (4) and no more than twenty (20) hours per week.

(b) Employees will be scheduled to work between the hours of 9:00 am and 5:00 pm, Monday to Friday. Otherwise, an employee may, by mutual agreement between the Union and the Employer, choose to schedule work outside of the normal work hours. No employee shall be penalized for not choosing to do so.

(c) Employees will present their schedule of availability to the Employer at least one (1) month prior to the beginning of each semester.

(d) **Minimum Shift Length**

Student Employees shall not be scheduled to work shifts shorter than two (2) hours in length.

**40.04 Meal Breaks**

Any employee working more than six (6) consecutive hours shall be entitled to an unpaid lunch period of thirty (30) minutes. Employees working more than seven and one half (7.5) consecutive hours shall be entitled to a daily unpaid lunch period of sixty (60) minutes. Employees may be required to stagger their meal breaks to ensure adequate staffing of the office. If the Employer requires an employee to remain in the facility during a meal break, the break shall be paid.

**40.05 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, provided they are scheduled to prevent interruptions in service.

**ARTICLE 41 OVERTIME****41.01 Definition**

Overtime is that time worked in excess of forty (40) hours per week or eight (8) hours per day.

**41.02 Overtime Rates**

Employees shall be paid at one and one-half (1½) times the regular rate for overtime.

**41.03 Mutual Agreement**

- (a) Employer requests for overtime must be made through the Executive Director. 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 Executive Director/immediate supervisor. The Executive Director must approve such a request beforehand.

**41.04 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 a half hours (1 ½) for every hour of overtime. The employee must give written notification of this choice to the Executive Director.

**41.05 Paid Meal Times**

An employee requested to work overtime beyond said employee's regular work day shall be allowed a one-half (½) hour 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 employee's 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.

**41.06 Call In**

A full-time employee called in to 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.

**41.07 Scheduling Provision**

An employee required to work overtime beyond the employee's regular work day shall be entitled to eight (8) hours clear between the end of the overtime and the start of the employee's next working day. If eight (8) hours are not provided, the employee shall be paid overtime rates for those overlapping hours at the beginning of the next working day.

**41.08 Overtime Worked on an Office Holiday**

An employee who has agreed to work on an office Holiday shall be paid according to Section 21.05 for the length of the employee's regular working day. Overtime accrued on office holidays shall be assessed at double time.

**ARTICLE 42 WAGES****42.01 Cost of Living Allowance**

The Employer shall, on the first date of each quarter of a year (January 1, April 1, July 1, October 1), pay each employee a cost of living allowance for the preceding three (3) months. The allowance shall be based on the rise of the Consumer Price Index (CPI) for all items (not seasonally adjusted) for the City of Vancouver. The COLA quarterly increases shall be determined by dividing the CPI rate by four (4) and that number shall be the percentile increase. The Employee's base wage rate shall be increased by the appropriate upward adjustment.

It is understood that actual payment of increases may be delayed due to the publication date of the figures for the Consumer Price Index by Statistics Canada.

**42.02 Pay Period**

Employees shall be paid every two (2) weeks.

**ARTICLE 43 FEDERATION MEETINGS**

**43.01** Employees' attendance at meetings, including but not limited to annual, semi-annual, and special general meetings and executive committee meetings, of the Federation shall be determined by job description or resolution of the Employer's Board.

**43.02** Requests for employee representation shall be made through the Executive Director. An employee has the right to choose not to attend a Federation meeting, without being subject to disciplinary action for such a decision.

**43.03 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.

**43.04** Employees shall be paid twelve (12) hours of work at the appropriate overtime rate outlined in Article 41 for each day of an annual, semi-annual, Executive, or special general meeting of the Federation.

**43.05** Accommodations for employees at Federation meetings shall be arranged by the Federation at no cost to the employee.

**43.06** When attending a meeting of the Federation, employees shall be given a per diem in accordance with Article 20.05.

**ARTICLE 44 NEGOTIATING THE COLLECTIVE AGREEMENT**

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

- 44.01** 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 principals.
- 44.02** Meetings shall be scheduled in advance, and each Party shall endeavour to give the other Party no less than twenty-four (24) hours' notice if meeting times are to be changed.
- 44.03** Each Party shall notify the other Party if there are additions or substitutions to the composition of their committee.
- 44.04** 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:  
Editorial changes (i.e., spelling)
- 44.05** Upon conclusion of the negotiations, each committee shall submit the tentative contract to their respective principals for ratification.
- 44.06** The Union will make the appropriate changes to the agreement for proof reading. Once a final draft is agreed to by the parties, the Employer will produce copies for distribution.

**ARTICLE 45 DURATION****45.01 Duration**

This Agreement shall be binding and remain in full force and effect from the July 1, 2022 to June 30, 2026 and shall continue from year to year thereafter unless either party exercises its rights to commence collective bargaining as provided for in the Statutes of the Province of British Columbia.

**45.02 Negotiations**

If negotiations extend beyond the anniversary date of this Agreement, both parties shall adhere fully to the provisions of this Agreement during the period of bona fide collective bargaining.

**LETTER OF UNDERSTANDING LOU #1**

**Between:**

**VANCOUVER ISLAND UNIVERSITY STUDENTS' UNION  
LOCAL 61 CANADIAN FEDERATION OF STUDENTS**

**And:**

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 5278**

**RE: ARTICLE 30 - RRSP IN LIEU OF PENSION**

During 2019 collective bargaining the Parties discussed amendments to Article 30 – RRSP in Lieu of Pension.

At the conclusion of bargaining, it was agreed to maintain the language in Article 30 and to jointly investigate the ability of the bargaining unit to enter a recognized Trusteed Pension Plan. To that end it was agreed that the Parties will invite a representative(s) of the Multi Sector Pension Plan (MSPP) to meet and provide them with information as to the MSPP and the implications of the bargaining unit joining the Plan.

Information will be provided to the members of Local 5278 flowing from that meeting and the Union will seek clear direction of the members preferred approach.

Unless otherwise agreed by the Parties, there will be no additional costs to the Employer by moving to a pension plan.

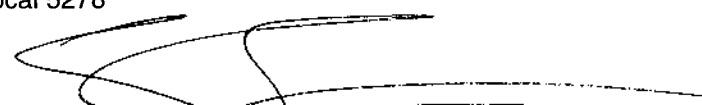
The Parties agree this process must be concluded by July 1, 2020 at which time a Letter of Understanding will be drafted to reflect the agreed RRSP/Pension in place.

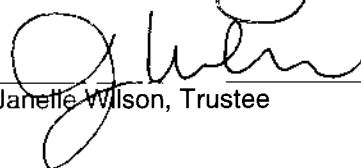
Dated this 10 day of January, 2023.

*Signed on Behalf of:*  
Vancouver Island University Students' Union  
Local 61 Canadian Federation of Students

*Signed on Behalf of:*  
The Canadian Union of Public Employees  
Local 5278

  
James Bowen, Executive Director

  
Sarah Segal, Recording Secretary

  
Janelle Wilson, Trustee

## APPENDIX 1

(a) **Base Wage Rate**

Effective retroactive from date of ratification retroactively, the base hourly wage rates for employees shall be as follows:

<b>Position Title</b>	<b>April 1, 2022</b>	<b>July 1, 2022</b>
Office/Service Assistant	\$16.29	\$16.60
<b>Office Administration</b>		
Organizer	\$34.75	\$38.50
Casual Employee	\$20.62	\$21.02
<b>Pub Operations</b>		
Server/Host	\$15.91	\$16.22
Bartender	\$15.91	\$16.22
Cook	\$19.00	\$19.37
Supervisor	**see below	+1.5%

\*\*When an employee is assigned to substitute into a supervisor role, they shall receive an additional 1.5% of their regular base hourly wage while performing the duties of a supervisor.

(b) **Pub Operation Seniority Bonus**

Each Pub Operation employee having accrued over two thousand (2000) hours of seniority shall qualify for a bonus equal to five percent (5%) of their hourly wage to be calculated and added before vacation and benefits calculations.


(c) **Signing Bonus**

A \$250.00 signing bonus for all CUPE 5278 employees, paid out as of July 1, 2022 and based on membership as of date of ratification.

**SIGNATORIES TO THE AGREEMENT**

**IN WITNESS WHEREOF** the Parties have caused this Agreement to be executed this 10<sup>th</sup> day of January, 2023 by affixing the signatures of their officers thereunto lawfully authorized in that behalf.

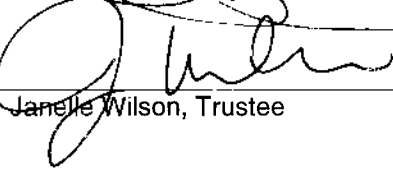
*Signed on Behalf of:*  
Vancouver Island University Students' Union  
Local 61 Canadian Federation of Students

  
\_\_\_\_\_  
James Bowen, Executive Director

\_\_\_\_\_

*Signed on Behalf of:*  
The Canadian Union of Public Employees  
Local 5278

  
\_\_\_\_\_  
Sarah Segal, Recording Secretary

  
\_\_\_\_\_  
Janelle Wilson, Trustee