

# **COLLECTIVE AGREEMENT**

**- BETWEEN -**

# ***CUPE2396***

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2396**  
*(hereinafter the "Union")*

**- AND -**



**BC FEDERATION OF STUDENTS**  
*(hereinafter the "Employer")*

**2023 - 2025**

## Table of Contents

ARTICLE 1 – GENERAL PURPOSE .....	9
ARTICLE 2 – RECOGNITION .....	10
ARTICLE 3 – DEFINITION OF EMPLOYER .....	11
ARTICLE 4 – DEFINITION OF EMPLOYEES .....	12
4.01 Employees .....	12
4.02 Classification of Employees .....	12
4.03 Regular Employees.....	12
4.04 Replacement Employees .....	12
4.05 Casual Employees .....	13
4.06 Temporary/Term Employees .....	13
ARTICLE 5 – MANAGEMENT RIGHTS .....	14
ARTICLE 6 – UNION SECURITY .....	15
6.01 Union Shop.....	15
6.02 New Employees .....	15
6.03 Notification of the Employer .....	15
6.04 Conflict of Interest .....	15
6.05 No Contracting Out .....	15
6.06 Affiliation and Merger Protection .....	16
ARTICLE 7 – CHECK OFF .....	17
7.01 Authorization.....	17
7.02 Deduction of Dues .....	17
7.03 Dues Receipt.....	17
7.04 Notification .....	17
ARTICLE 8 – UNION LABEL.....	18
ARTICLE 9 – PICKET LINES AND GOODS AND SERVICES.....	19
ARTICLE 10 – UNION INFORMATION .....	20
10.01 Copies of Agreement.....	20
10.02 Union Orientation.....	20
10.03 Bulletin Board.....	20

<b>ARTICLE 11 – UNION PARTICIPATION .....</b>	<b>21</b>
11.01 Continuation of Rights, Benefits, Privileges and Working Conditions .....	21
11.02 Staff Representation .....	21
11.03 Mutual Agreement.....	21
11.04 Labour/Management Committee .....	21
11.05 Resolutions and Reports of the Employer .....	22
11.06 Rights to Participation.....	22
<b>ARTICLE 12 – STEWARDS AND OTHER UNION REPRESENTATION.....</b>	<b>23</b>
12.01 Recognition .....	23
12.02 Meeting of the Employer.....	23
12.03 No Loss of Pay.....	23
12.04 Notification by the Union .....	23
12.05 Scheduling of Negotiations.....	23
<b>ARTICLE 13 – UNION ACTIVITY .....</b>	<b>24</b>
13.01 Contacting at Work .....	24
13.02 Leave for Union Functions .....	24
13.03 Leave of Absence for Full-time Union or Public Duties.....	24
13.04 Shop Steward Monthly Time Allocation.....	25
<b>ARTICLE 14 – EMPLOYEE INFORMATION AND CONFIDENTIALITY.....</b>	<b>26</b>
14.01 Employee Information .....	26
14.02 Confidentiality.....	26
<b>ARTICLE 15 – NO DISCRIMINATION.....</b>	<b>27</b>
15.01 No Discrimination .....	27
15.02 Personal Rights .....	27
15.03 No Harassment .....	27
15.04 Personal Opinions.....	28
<b>ARTICLE 16 – HEALTH, SAFETY AND ENVIRONMENT.....</b>	<b>29</b>
16.01 Joint Responsibility .....	29
16.02 Rights of Employees.....	29
a) Right to Refuse and No Disciplinary Action .....	29
b) Injury Pay Provisions .....	29
c) WorkSafeBC Top-Up.....	29
d) Transportation of Accident Victims.....	29
16.03 Responsibilities of the Employer.....	30

---

a)	Safety and Health Records, Reports and Data .....	30
b)	Protective Equipment .....	30
c)	First Aid Equipment .....	30
d)	Proper Training.....	30
<b>16.04</b>	<b>WorkSafeBC and Liability Insurance.....</b>	<b>30</b>
<b>16.05</b>	<b>Return to Work.....</b>	<b>31</b>
<b>16.06</b>	<b>Computer Safety.....</b>	<b>31</b>
a)	Eye Examinations .....	31
b)	Alternate Work Assignment.....	31
<b>ARTICLE 17 – UNION MEETINGS.....</b>		<b>32</b>
<b>ARTICLE 18 – TECHNOLOGICAL AND FACILITIES CHANGES .....</b>		<b>33</b>
<b>18.01</b>	<b>No Dismissal .....</b>	<b>33</b>
<b>18.02</b>	<b>Training .....</b>	<b>33</b>
<b>ARTICLE 19 – ALLOWANCES .....</b>		<b>34</b>
<b>19.01</b>	<b>Transportation and Expense Allowances.....</b>	<b>34</b>
a)	Work Over 12 Hours per Day.....	34
b)	Off-Site Work .....	34
c)	Automobile Allowance.....	34
d)	Business Insurance .....	34
e)	Expenses and Per Diems.....	34
<b>19.02</b>	<b>Parking .....</b>	<b>35</b>
<b>19.03</b>	<b>Cell Phone Allowance.....</b>	<b>35</b>
<b>19.04</b>	<b>General Expenses.....</b>	<b>35</b>
<b>ARTICLE 20 – CHILDCARE BENEFITS .....</b>		<b>36</b>
<b>20.01</b>	<b>Childcare Costs .....</b>	<b>36</b>
<b>20.02</b>	<b>Duty Shift .....</b>	<b>36</b>
<b>20.03</b>	<b>Substitute Care .....</b>	<b>36</b>
<b>ARTICLE 21 – PENSION .....</b>		<b>37</b>
<b>21.01</b>	<b>Definitions.....</b>	<b>37</b>
<b>ARTICLE 22 – RRSPP IN ADDITION TO OR IN LIEU OF PENSION .....</b>		<b>40</b>
<b>ARTICLE 23 – HEALTH, MEDICAL, AND INSURANCE BENEFITS .....</b>		<b>41</b>
<b>23.01</b>	<b>Medical Services Plan.....</b>	<b>41</b>
<b>23.02</b>	<b>Extended Medical and Dental Coverage.....</b>	<b>41</b>
<b>23.03</b>	<b>Long-Term Disability Plan.....</b>	<b>41</b>
<b>23.04</b>	<b>Life Insurance .....</b>	<b>41</b>
<b>23.05</b>	<b>Health Spending Account .....</b>	<b>41</b>

<b>ARTICLE 24 – PUBLIC HOLIDAYS .....</b>	<b>43</b>
24.01    Definition .....	43
24.02    Statutory Holidays .....	43
24.03    Work on Statutory Holidays .....	43
24.04    Scheduling of Statutory Holidays .....	43
24.05    Seasonal Time Off .....	44
<b>ARTICLE 25 – VACATIONS .....</b>	<b>45</b>
25.01    Calendar Year .....	45
25.02    Vacation Entitlement .....	45
25.04    Split Vacations .....	45
25.05    Mandatory Vacation .....	46
25.06    Termination.....	46
25.07    Notice of Vacation .....	46
25.08    Vacation Scheduling.....	46
25.09    Conflict in Vacation Scheduling.....	46
25.10    Pay Cheques .....	46
25.11    Compensation for Holidays Falling Within Vacations.....	46
25.12    Approved Sick Leave During Vacation.....	47
<b>ARTICLE 26 – SPECIAL LEAVES .....</b>	<b>48</b>
26.01    Requests.....	48
26.02    Court Duty (as a juror or witness) .....	48
26.03    Leave for Court Appearance or Incarceration .....	48
a)    Not Related to the Employment.....	48
b)    Related to Employment.....	48
26.05    Compassionate Leave.....	49
26.06    Quarantine .....	49
<b>ARTICLE 27 – GENERAL LEAVES .....</b>	<b>50</b>
27.01    Short-term Leaves.....	50
27.02    Long-Term Leaves .....	50
<b>ARTICLE 28 – SICK LEAVE AND EXTENDED SICK LEAVE .....</b>	<b>51</b>
28.01 .....	51
28.02    Extended Sick Leave.....	51
28.04    Sick Leave Records.....	51

28.05	Dental and Medical Appointments .....	52
28.06	No Loss or Severance .....	52
28.07	Workers' Compensation.....	52
<b>ARTICLE 29 – PREGNANCY/MATERNITY, PARENTAL &amp; ADOPTION LEAVE WITHOUT PAY..</b>		<b>53</b>
29.01	Pregnancy/Maternity Leave without Pay .....	53
29.02	Parental Leave without Pay.....	53
29.03	Adoption and Foster Leave Without Pay.....	53
29.04	Continuation of Benefits .....	53
29.05	Extended Parental Leave.....	54
<b>ARTICLE 30 – SUPPLEMENTAL UNEMPLOYMENT BENEFITS (SUB).....</b>		<b>55</b>
<b>ARTICLE 31 – EDUCATION AND PROFESSIONAL DEVELOPMENT LEAVE AND BENEFITS ..</b>		<b>56</b>
31.01	Paid Education Leave and Benefits .....	56
31.02	Unpaid Education Leave.....	56
31.03	Long-Term Educational Leave.....	56
31.04	Professional Development .....	56
<b>ARTICLE 32 – SENIORITY.....</b>		<b>57</b>
32.01	Definition and Use .....	57
32.02	Seniority Lists .....	57
32.03	Accrual of Seniority.....	57
32.04	Maintenance of Seniority.....	57
32.05	Loss of Seniority.....	58
<b>ARTICLE 33 – LAYOFF AND RECALL .....</b>		<b>59</b>
33.01	<b>Layoff .....</b>	<b>59</b>
a)	Definition .....	59
b)	Mutual Agreement .....	59
c)	By Seniority.....	59
d)	Layoff.....	59
e)	Notice.....	59
33.02	<b>Recall .....</b>	<b>60</b>
33.03	<b>Rights to Transfer and Recall .....</b>	<b>60</b>
<b>ARTICLE 34 – SEVERANCE PAY .....</b>		<b>61</b>
<b>ARTICLE 35 – LIMITED SECURITY OF EMPLOYMENT.....</b>		<b>62</b>
<b>ARTICLE 36 – POSITIONS AND JOB DESCRIPTIONS.....</b>		<b>63</b>

<b>ARTICLE 37 – POSTING AND FILLING VACANCIES.....</b>	<b>64</b>
37.01 Hiring Committee.....	64
37.02 Conflict of Interest .....	64
37.03 Adequate Orientation .....	64
37.04 Hiring Procedure for Regular, Replacement and Temporary/Term Employees .....	64
37.05 Recall .....	65
37.06 Prospective Employees .....	65
<b>ARTICLE 38 – PROBATION.....</b>	<b>66</b>
38.01 Duration .....	66
38.02 Review of Probationary Employees .....	66
38.03 Successful Conclusion of Probation.....	66
38.04 Continuation of Probation and Failure to Pass Probation .....	67
38.06 Rights of a Probationary Employee.....	67
<b>ARTICLE 39 – DISCIPLINE AND DISCHARGE .....</b>	<b>68</b>
39.02 Notice or Pay in Lieu of Notice.....	69
39.03 Reinstatement for Just Cause .....	69
39.04 Entitlements and Resignation.....	69
<b>ARTICLE 40 – GRIEVANCE PROCEDURE.....</b>	<b>70</b>
40.01 Definition .....	70
40.02 Types of Grievance.....	70
a) Individual Grievance .....	70
b) Group Grievance.....	70
c) Policy Grievance .....	70
d) Union Grievance .....	70
40.03 Grievance Procedure.....	70
a) STEP 1 .....	70
b) STEP 2 .....	71
c) STEP 3 .....	71
d) STEP 4 .....	71
40.04 Arbitration.....	71
<b>ARTICLE 41 – HOURS OF WORK AND OVERTIME.....</b>	<b>73</b>
41.01 Regular Hours and Scheduling .....	73
41.02 Meal Breaks.....	73
41.05 Relief Periods.....	73
41.06 Overtime Definition and Rates .....	74
41.07 Mutual Agreement for Overtime .....	74

41.11	Scheduling Provision .....	75
41.12	Overtime Worked on an Office Holiday .....	75
41.13	Hours of Work and Overtime at Federation Meetings .....	75
<b>ARTICLE 42 – WAGES .....</b>		<b>76</b>
42.01	Regular, Casuals, and Replacement Employees .....	76
42.02	Temporary/Term Employees .....	76
42.03	Cost of living allowance.....	77
42.04	Pay Period .....	77
<b>ARTICLE 43 – NEGOTIATING THE COLLECTIVE AGREEMENT.....</b>		<b>78</b>
<b>ARTICLE 44 – DURATION .....</b>		<b>79</b>
44.01	Duration .....	79
44.02	Negotiations .....	79

## **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 determine the extent and nature of democratic control of the organizational procedures by those undertaking that work; to define clearly the hours of work, rates of pay, and other working conditions and terms; to provide for an amicable method of resolving differences which may arise; and to promote the mutual interests of the Employer and the employees.
- 1.02** 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.
- 1.03** This Collective Agreement is recognized as gender neutral. All gender specific references shall apply he/she and his/hers equally to all employees.

## **ARTICLE 2 – RECOGNITION**

- 2.01** The Employer recognizes Local 2396 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 BC Federation of Students' constitution and bylaws, standing resolutions, and operations and issues policies, the requirements of the Collective Agreement shall prevail.

### **ARTICLE 3 – DEFINITION OF EMPLOYER**

- 3.01** The term "Employer" shall refer to the British Columbia Federation of Students and not to individual members thereof.
- 3.02** The term "Employers" shall refer to the legally designated Board of Directors of the British Columbia Federation of Students.
- 3.03** Except where specified, the Employer Representative shall be a member of the Board of Directors designated to serve as a staff relations officer.

## **ARTICLE 4 – DEFINITION OF EMPLOYEES**

### **4.01 Employees**

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 four general classifications of employees:

- a) Regular Employees
- b) Replacement Employees
- c) Casual Employees
- d) Term Employees

### **4.03 Regular Employees**

- a) This classification shall include all persons who are employed on a continuous basis. This category shall include permanent employees holding positions designated as "full time" and "part time."
- b) The Employer and the Union share the objective of providing regular full-time employment and job security to the extent that it is possible.

### **4.04 Replacement Employees**

- a) Replacement employees are those hired to perform the duties of a regular employee for a period of limited duration.
- b) The Employer will ensure that any Employee hired on an interim basis shall be deemed a member of the bargaining unit and shall receive all the benefits and protection of this Collective Agreement and, further, such hiring be done in accordance with the provisions of this Agreement. The interim employee shall accumulate seniority but may not use that seniority to displace an existing regular employee.

#### **4.05 Casual Employees**

- a) 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) calendar 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.
- b) Casual employees shall be entitled to all rights, benefits, and privileges of the collective agreement, except where specifically excluded.
- c) Casual employees shall receive vacation entitlements in accordance with Article 25.02 and an additional eleven point two percent (11.2%) of their regular wages in lieu of benefits and statutory holidays.

#### **4.06 Temporary/Term Employees**

- a) 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 members and member local unions. Temporary/Term positions shall not take the place of any permanent employees, shall be members of the bargaining unit, and hired per the provisions of this agreement.
- b) Temporary/Term employees shall receive vacation entitlements in accordance with Article 25.02 and an additional eleven point two percent (11.2%) of their regular wages in lieu of benefits and statutory holidays.

## **ARTICLE 5 – MANAGEMENT RIGHTS**

**5.01** The Union recognized the right of the Employer to exercise the regular and customary functions of the Employer to direct the work force, subject to the terms of the Agreement. The question of whether any of these rights is limited by this Agreement shall be decided through grievance and arbitration procedures.

The Employer shall exercise its rights in a fair and reasonable manner. These rights shall not be used to direct the working force in a discriminatory manner. Nor shall these rights be used in a manner, which would deprive any present employees of employment except through just cause.

## **ARTICLE 6 – UNION SECURITY**

### **6.01 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.

### **6.02 New Employees**

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

### **6.03 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 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.

### **6.04 Conflict of Interest**

An employee may not be an elected member of the Employer's Board. 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.

### **6.05 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 37 (Posting and Filling of Vacancies) 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.

## **6.06 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 7 – CHECK OFF**

### **7.01 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.

### **7.02 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 fifteenth (15th) day of the following 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.

### **7.03 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.

### **7.04 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 8 – UNION LABEL**

- 8.01** In order that the Employer's general membership and the general public may be aware of the benefits of a unionised workforce, the Union label shall be displayed prominently at each of the locations of the Employer's operation.
- 8.02** The recognised Union label shall include the designation "CUPE" or "CUPE 2396" at the employees' option. This designation shall be placed on stenography types by a member of the Union. This designation shall be placed below the signatory initials of the employee on typewritten correspondence of the Employer, and it shall appear on all printed matter by a member of the Union.
- 8.03** Other locations and uses of the Union label shall be by mutual consent of the Parties.
- 8.04** 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.
- 8.05** Employees shall be entitled to wear Union pins or emblems and/or Steward badges while they are working.

## **ARTICLE 9 – PICKET LINES AND GOODS AND SERVICES**

- 9.01** 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.
- 9.02** 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.
- 9.03** The Employer agrees that where possible all goods and services used by the Employer in carrying out its business shall be from Unionized Canadian suppliers.
- 9.04** No employee shall be required to handle or otherwise use any goods or services declared "Hot" by CUPE, the BC Federation of Labour, the Canadian Labour Congress or any affiliated labour body.

## **ARTICLE 10 – UNION INFORMATION**

### **10.01 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 and Union shall provide Executive Committee members (directors) with an orientation to the Collective Agreement at as part of the annual board orientation process.

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.

### **10.02 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.

### **10.03 Bulletin Board**

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

## **ARTICLE 11 – UNION PARTICIPATION**

### **11.01 Continuation of Rights, Benefits, Privileges and Working Conditions**

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.

### **11.02 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.
- b) Employees shall receive pay for attendance at meetings where required to attend as part of their job duties.

### **11.03 Mutual Agreement**

Changes to existing job descriptions shall be made by mutual agreement of the Union and the Employer in accordance with Article 36.05 (Positions and Job Descriptions). Job descriptions for new positions shall be established by mutual agreement between the Union and the Employer.

### **11.04 Labour/Management Committee**

A Labour/Management Committee shall consist of two representatives of the Union and two 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 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.

#### **11.05 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 Relations 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.

#### **11.06 Rights to Participation**

Notwithstanding the other provisions herein, the Employer agrees that it shall exercise its rights in a just and reasonable manner consistent with this Agreement. The Employer agrees that the employees and their elected representatives shall be entitled to fully participate in the development of work rules and policies of the Employer which affect the terms and conditions of their employment and/or the day to day performance of their assigned duties and responsibilities.

## **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 Scheduling of Negotiations**

Times scheduled for negotiations shall be by mutual consent.

## **ARTICLE 13 – UNION ACTIVITY**

### **13.01 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.

### **13.02 Leave for Union Functions**

A leave of absence with pay and without loss of benefits 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 fifteen (15) 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.

### **13.03 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 leaves of absence without pay but without loss of benefits as referred to in Article 27.03 (General Leaves, Continuation of Benefits) 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 27.03 (General Leaves, Continuation of Benefits) 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 one continuous leave of absence without pay for a period of up to two (2) years; an additional two (2) year continuous leave may be granted by mutual consent. The employee so elected shall give one month's notice. Seniority shall remain at its achieved level. The employee shall also be allowed to continue with all benefit plans as referred to in Article 27.03 (General Leaves, Continuation of Benefits) 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.

#### **13.04 Shop Steward Monthly Time Allocation**

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 14 – EMPLOYEE INFORMATION AND CONFIDENTIALITY**

### **14.01 Employee Information**

a) An employee shall have access to his/her personnel file upon not less than forty-eight (48) hours notice to the Employer. 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 Staff Relations Officer or their designate (a legal representative or other employer representative designated by the Employer's Executive), the Employer's accountant or auditor, and Shop Steward upon the member's permission. It is understood that the Employer will impress upon all management representatives that these matters remain confidential.

Others may be granted access to the records only by mutual agreement of the Employer and the Union.

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.

### **14.02 Confidentiality**

Employee personnel matters shall remain confidential.

## **ARTICLE 15 – NO DISCRIMINATION**

### **15.01 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.

### **15.02 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.

### **15.03 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 work place. 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 and harassment free workplace.

#### **15.04 Personal Opinions**

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

## **ARTICLE 16 – HEALTH, SAFETY AND ENVIRONMENT**

### **16.01 Joint Responsibility**

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.

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

### **16.02 Rights of Employees**

#### 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 work day 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 27.03 (General Leaves, Continuation of Benefits) 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.

### **16.03 Responsibilities of the Employer**

a) Safety and Health Records, Reports and Data

The Employer shall provide the Union with copies of all accident reports and other health and safety records in the possession of the Employer.

b) Protective Equipment

The Employer agrees, where the nature of the work or working conditions so require, to supply the Employee(s) at the Employer's expense, with all necessary tools, protective clothing, safety equipment and other protective devices, which shall be maintained and replaced, where necessary, at the Employer's expense.

c) First Aid Equipment

The Employer shall provide and/or maintain such first aid equipment as required by the Workers' Compensation Board. The location of such equipment shall be made known to each Employee. Wherever practical, first aid equipment shall be located and marked so as to be visible to the general public.

d) Proper Training

Any Employee required to work on a job and/or operate any piece of equipment shall receive proper training and instruction at the expense of the Employer to ensure health and safety of the Employee and/or the safe operation of the equipment. The Employer shall grant, upon written request of an Employee, Health and Safety Leave for training and instruction, not available by on-the-job training, to further ensure the health and safety of the Employee and the safe operation of equipment. Such training and instruction shall take place within a reasonable period of time without reduction of hours of work or rates of pay.

### **16.04 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 27.03 (General Leaves, Continuation of Benefits) under this Agreement. While on WorkSafeBC, the Employer shall continue to pay all premiums for the employee for all benefits.

### **16.05 Return to Work**

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

### **16.06 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 23 (Health, Medical and Insurance Benefits).

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].

## **ARTICLE 17 – UNION MEETINGS**

**17.01** The Employer and the Union agree that the employees shall be allowed two hours each month for a Union meeting with no loss of pay to the employees. The time and day for this meeting may be scheduled by mutual agreement between the Shop Steward or Union representative and the Staff Relations Officer or designated alternate.

## **ARTICLE 18 – TECHNOLOGICAL AND FACILITIES CHANGES**

### **18.01 No Dismissal**

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

### **18.02 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 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.

**18.03** Where renovations that will affect the working areas of employees are being planned, the Union will be provided the opportunity to provide input into the design, layout and features of the new space. The Parties will mutually agree on design specifications before a final decision to authorize the renovations is made.

## **ARTICLE 19 – ALLOWANCES**

### **19.01 Transportation and Expense Allowances**

a) Work Over 12 Hours per Day

In cases where employees are required to work more than twelve (12) 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) Off-Site Work

Any employee required to attend meetings outside of their regular place of work, 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 forty-six cents (\$0.46) per kilometer to cover the cost of gas and vehicle wear and tear. Any employee whose vehicle is driven over fifteen hundred kilometers (1500km) 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. If the employee elects not to use her personal vehicle, then the Employer will supply transportation appropriate to the occasion.

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.

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 seventy dollars (\$70.00) 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.

### **19.02 Parking**

The Employer shall provide one parking space per each regular employee, if the employee is required to use their personal vehicle and if available, at the Employer's office, or will cover the cost of a pass for public transportation at the Employee's option.

### **19.03 Cell Phone Allowance**

The Employer shall reimburse each employee up to one hundred and twenty-five dollars per month (\$125) for towards the cost of their monthly cell, data and long-distance costs upon presentation of applicable invoice.

### **19.04 General Expenses**

Upon presentation of receipts, the Employer shall reimburse employees for all reasonable expenses incurred while performing the business of the Employer. An amount of up to ten dollars (\$10) per month may be reimbursed without receipts for metered parking.

## **ARTICLE 20 – CHILDCARE BENEFITS**

### **20.01 Childcare Costs**

The Employer shall pay ten percent (10%) 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 day care rates for equivalent care.

### **20.02 Duty Shift**

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

### **20.03 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 hours of work per this Agreement.

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

## **ARTICLE 21 – PENSION**

### **21.01 Definitions**

In this article, the terms used shall have the meanings as described:

- a) "Plan" means the Multi-Section Pension Plan, being a multi-employer plan.
- b) "Applicable" means the basic straight time wages for all hours worked and in addition:
  - the straight time component of hours worked on a holiday
  - holiday pay, for the hours not worked
  - vacation pay
  - paid sick leave
  - bereavement leave
  - jury duty
  - negotiations and grievance meetings

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

- c) "Eligible employee" means all employees in the bargaining unit who have completed five hundred (500) hours of service.

**21.02** Effective June 1, 2019, each eligible employee covered by this Collective Agreement shall contribute for the each pay period an amount equal to five percent (5%) of applicable wages to the Plan. The Employer shall contribute on behalf of each eligible employee for each pay period, an amount equal to five percent (5%) of applicable wages to the Plan.

Notwithstanding the foregoing, where an error has been made in deduction, the Employer shall, upon request, make full payment on any outstanding Employer contribution irrespective of whether the Employee pays the matching amount.

The Parties agree that this Article in no way prejudices the position of either party as it relates to the retroactivity application if an error is discovered.

**21.03** The Employee and the Employer contributions shall be remitted by the Employer to the Plan as set out in this Article, the Employer shall not be obligated to contribute toward the costs of benefits provided by the Plan or be responsible for providing any such benefits.

**21.04** The Union acknowledges and agrees that other than making its contributions to the Plan as set out in this Article, the Employer shall not be obligated to contribute toward the costs of benefits provided by the Plan or be responsible for providing any such benefits.

The Union and the Employer acknowledge and agree that under current pension legislation and/or regulations, the Employer has no requirement to fund any deficit in the Plan, but is required to contribute only that amount as required by the collective agreement in force between Parties.

It is understood and agreed by the Employer and the Union that should the current pension legislation or regulations be changed so that the Employer's obligation to contribute to the Plan exceeds the amount specified in the collective agreement then in force. The Parties will meet directly to finalise methods to relieve the Employer of this increased obligation to the extent that any such obligations exceed that which the Employer would have if the Plan were a defined contribution plan.

**21.05** The Employer agrees to provide the Plan Administrator on a timely basis with all information pursuant to the *Pension Benefits Act, R.S.O. 1990, Ch. P-8*, as amended, which the Administrator may reasonably require in order to properly record and process pension contributions and pension benefits.

For further specificity, the items required for each eligible employee are:

- a) to be provided once only at Plan commencement:
  - date of hire
  - date of birth
  - date of first contribution
  - seniority list to include hours from date of hire to Employer's fund entry date
- b) to be provided with each remittance:
  - name
  - social insurance number
  - monthly remittance
  - pensionable earnings
  - YTD pension contributions
  - employer portion of arrears owing due to error, or late enrolment by the Employer

- c) to be provided once, and its status changes:
  - full address as provided to the Employer by the employee
  - termination date when applicable (MMDDYY)
- d) To be provided once they are readily available:
  - gender
  - marital status
- e) Any additional information requests, beyond that noted above, may be provided, if possible, by the Employer at the expense of the Plan, unless the Employer is obligated by law to provide the information.

**21.06** The Employer agrees to be bound by the terms of the Agreement and Declaration of Trust dated February 13, 1990 and the rules and regulations of the Plan adopted by the Trustees, both as may be amended from time to time.

## **ARTICLE 22 – RRSP IN ADDITION TO OR IN LIEU OF PENSION**

All Regular and Replacement employees shall be eligible for an RRSP contribution in addition to pension benefits under the following conditions:

**22.01** The employee must submit, upon request, documentation certifying the employee's participation in the plan.

**22.02** For those participating in the Pension Plan described in Article 21

Quarterly, the Employer shall make a matching RRSP contribution in the amount of two percent (2%) of the employee's gross monthly income, on the condition that the Employee is also contributing not less than two percent (2%) through an authorized payroll deduction. The contribution, along with the Employee's matching payroll deduction, shall be made directly to the RRSP in the name of the employee.

**22.03** For those deemed ineligible to participate in the Pension Plan described in Article 21

Quarterly, the Employer shall make a matching RRSP contribution in the amount of seven percent (7%) of the employee's gross monthly income, in the condition that the Employee is also contributing not less than seven percent (7%) through an authorized payroll deduction. The contribution, along with the Employee's matching payroll deduction, shall be made directly to the RRSP in the name of the employee.

**22.04** 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 23 – HEALTH, MEDICAL, AND INSURANCE BENEFITS**

### **23.01 Medical Services Plan**

The Employer shall pay the full cost of premiums of the Medical Services Plan of BC or any such other program of charges by the British Columbia government for access to the universal healthcare system. Premiums will be paid for all Regular and Replacement employees, spouses (including common law), and all eligible dependents.

### **23.02 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 common law) 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 Union. Appendix I shall describe the current and minimum benefits to be provided per this clause.

### **23.03 Long-Term Disability Plan**

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

### **23.04 Life Insurance**

The Employer shall maintain a life insurance policy for the benefit of each full-time employee. The coverage shall be for no less than one and one-half times the employee's annual salary.

### **23.05 Health Spending Account**

- a) At the beginning of each calendar year, the Employer will establish a health spending account for each Regular and Replacement employee in the amount as specified in Article 23.05 (b). Employees may use the account to pay for deductibles and co-pays applied by the extended health and dental provider on any claims that arise in the year. The Employee may also spend from the account to subsidize gym, health club, fitness, exercise and sports programs of their choice. The Employer may ask for supportive documents to illustrate costs incurred by Employees for which they seek reimbursement.

- b) The health spending account shall be increased as follows:
  - i) Effective January 1, 2023, the health spending account shall be five hundred dollars (\$500).
  - ii) Effective January 1, 2024, the health spending account shall be seven hundred fifty dollars (\$750).
  - iii) Effective January 1, 2025, the health spending account shall be one thousand dollars (\$1000).

## **ARTICLE 24 – PUBLIC HOLIDAYS**

### **24.01 Definition**

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

### **24.02 Statutory Holidays**

a) The Employer recognizes the following holidays:

- New Year's Day
- Family Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- BC Day
- Labour Day
- National Day of Truth and Reconciliation
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing 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 Employer.

### **24.03 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 24.02 shall receive double the regular daily rate of pay for the day worked, and will receive an additional day off.

### **24.04 Scheduling of Statutory Holidays**

For each Holiday listed in section 24.02, one weekday shall be designated a Holiday. Normally this would be:

- on the holiday, if it falls on a weekday; or
- on an adjacent weekday, if it falls on a weekend.

**24.05 Seasonal Time Off**

Each Regular, Replacement and Temporary/Term employee shall receive, without deduction in pay, holidays for their normal working days between December 23 and New Year's Day January 1 inclusive.

## **ARTICLE 25 – VACATIONS**

### **25.01 Calendar Year**

The Calendar year shall mean the twelve months period from January 1st to December 31st inclusive.

### **25.02 Vacation Entitlement**

- a) Regular and Replacement employees shall be entitled to an annual vacation with pay, on the following basis. For casual and temporary/term employees, in lieu amounts for vacation shall be those percentages listed under entitlement.

<u>Year of Employment</u>	<u>Entitlement</u>
1st.....	3 Weeks (6%)
2nd.....	4 Weeks (8%)
3rd .....	4 Weeks (8%)
4th.....	4 Weeks (8%)
5th.....	5 Weeks (10%)
6th.....	5 Weeks (10%)
7th.....	5 Weeks (10%)
8th & subsequent.....	6 Weeks (12%)

The vacation period may be taken at anytime within the calendar year.

b) Vacation Entitlement Carryover

- (i) If full vacation time in the year in which it is earned is not used, an employee may bank up to two (2) weeks each year up to a maximum of ten (10) weeks in total. Upon mutual agreement between the employee and the employer more vacation can be banked.

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

### **25.04 Split Vacations**

An employee is entitled to an unbroken vacation period. An employee may take vacation in a broken period with the approval of the Employer. No reasonable request will be denied.

### **25.05 Mandatory Vacation**

In the first and second year of employment, each employee must take a minimum of one (1) week of vacation each year. Beginning in their third 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.

### **25.06 Termination**

If an employee is terminated, or if an employee terminates their 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.

### **25.07 Notice of Vacation**

The Employer shall require three (3) weeks' notice of vacations of three (3) weeks or less in duration. The Employer shall require five (5) weeks' notice of vacations more than three (3) weeks in length.

### **25.08 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.

### **25.09 Conflict in Vacation Scheduling**

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

### **25.10 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.

### **25.11 Compensation for Holidays Falling Within Vacations**

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

### **25.12 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. Such illness or disability must 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.

## **ARTICLE 26 – SPECIAL LEAVES**

### **26.01 Requests**

Requests for Special Leave shall be submitted to the Staff Relations Officer 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.

### **26.02 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.

### **26.03 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 27.03 (General Leaves, Continuation of Benefits). 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 40 (Discipline and Discharge), 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 27.03 (General Leaves, Continuation of Benefits) and without loss of seniority for court appearances and/or the period of incarceration.

#### **26.04 Domestic Crisis, Domestic Violence 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.

#### **26.05 Compassionate Leave**

- a) An employee shall be granted ten (10) regularly scheduled consecutive working days, without loss of wages, in the case of death of a parent, parent in-law, spouse, common-law spouse, sibling, step-sibling, child, step-child, grandparent, grandchild, or any other relative who has been residing in the same household as the employee.
- b) An employee shall be granted three (3) regularly scheduled consecutive working days, with pay, in the case of the death of any second degree relative not residing in the same household as the Employee or any other relative for whom an employee is required to administer bereavement responsibilities.
- c) An employee shall be granted one (1) day, with pay, to attend a funeral for an employee's friend, upon notification to the Employer.
- d) Should the requirement for bereavement leave occur during an employee's annual vacation, the employee will be deemed to be on such leave instead of on annual vacation.
- e) Employees may request up to an additional twenty-five (25) days leave without pay. Such request shall not be unreasonably denied.

#### **26.06 Quarantine**

Leave of Absence, with pay, shall be granted to any employee who is absent due to compulsory quarantine when a medical practitioner certifies such quarantine. Such absence will not be chargeable against sick leave.

## **ARTICLE 27 – GENERAL LEAVES**

### **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.

An employee may elect to use any paid vacation leave or compensating time off to which they are entitled in conjunction with a General Leave under this Clause.

### **27.02 Long-Term Leaves**

Following completion of two (2) years of consecutive employment, and once every three 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 – SICK LEAVE AND EXTENDED SICK LEAVE**

### **28.01 Sick Leave**

a) Definition

"Sick Leave" is defined as an absence from work because of sickness, disability, 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) Full-time employees shall earn sick leave credits at the rate of 1.5 days per month worked (18 days per year). Full-time employees shall be entitled to bank up to one-hundred and twenty (120) 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 one-hundred and twenty (120) days and they shall be disbursed in a manner designed to compensate for shifts lost due to illness as defined in 28.01 (a).

c) Termination

In the event that an employee is terminated, or an employee terminates, there shall be no pay out of sick leave credits not taken.

### **28.02 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 thirty (30) working days. Such leave shall be without pay if the Employee's sick bank has already been fully used.

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

**28.03** The Employer may require a medical certificate for continuous absences of ten (10) days or more. Should an employee be charged for a medical certificate, the employee will be reimbursed.

### **28.04 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.

### **28.05 Dental and Medical Appointments**

Each full-time employee shall be entitled to twenty-four (24) 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.

### **28.06 No Loss or Severance**

No employee shall be severed or lose benefits as referred to in Article 27.03 (General Leaves, Continuation of Benefits) 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.

### **28.07 Workers' Compensation**

Where an employee is absent due to a disease, illness or personal injury for which benefits are payable under the *Workers' Compensation Act*, no deduction shall be made from sick leave credits.

## **ARTICLE 29 – PREGNANCY/MATERNITY, PARENTAL & ADOPTION LEAVE WITHOUT PAY**

### **29.01 Pregnancy/Maternity Leave without Pay**

Employees who have completed a minimum of three (3) months 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 termination of the pregnancy.

### **29.02 Parental Leave without Pay**

Employees who have completed a minimum of three (3) months 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 (10) weeks prior to the expected date of the termination of the pregnancy.

### **29.03 Adoption and Foster Leave Without Pay**

Employees who have completed a minimum of three (3) months 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 two (2) 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.

### **29.04 Continuation of Benefits**

When an employee is on unpaid leave of absence, pursuant to this article, the following benefits shall apply: continued medical and dental coverage, seniority accrual, and vacation entitlement. Employer contributions will continue to be made to the pension plan for members during the SUB payment period provided they choose to continue to participate in the pension plan while on unpaid leave. Group life insurance coverage will be provided upon approval by the insurance carrier, with application to be made by the individual concerned.

**29.05 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 Parenting 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.

**29.05** All references to parental leave in this article applies to male and female employees.

## **ARTICLE 30 – SUPPLEMENTAL UNEMPLOYMENT BENEFITS (SUB)**

**30.01** Employees who have completed five (5) months service prior to commencement of leave as described in 29.01, 29.02, and 29.03 shall be entitled to Employment Insurance (E.I.) SUB payments. During the EI one-week waiting period the Employer shall pay 85% 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 85% 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 E.I. payment, which was received during the initial thirty-five (35) week period and 85% of the employee's basic salary during the initial thirty-five (35) week period.

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

- a) the combined weekly level of E.I. benefits and SUB payments and other earnings not exceed 85% 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 E.I. 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.

## **ARTICLE 31 – EDUCATION AND PROFESSIONAL DEVELOPMENT LEAVE AND BENEFITS**

### **31.01 Paid Education Leave and Benefits**

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.

### **31.02 Unpaid Education Leave**

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.

Notwithstanding the forgoing, an employee shall be entitled to leave of absence without pay of not more than four (4) hours per month to write examinations in courses or programs undertaken pursuant to this clause.

### **31.03 Long-Term Educational Leave**

Employees may request an Education Leave to pursue full-time studies at an accredited institution of up to two (2) years without pay or benefits. Such request shall not be unreasonably denied. Those on Long-Term Educational Leave shall be entitled to continuation of benefits described in Article 27.03 (General Leaves, Continuation of Benefits).

### **31.04 Professional Development**

Regular employees may be granted up to five (5) days per year of professional development. Before such leave is granted, the Employee shall provide an overview of the event/training/conference/activities including the name, location, dates, rationale for attending, and cost of participation. The Employer shall cover all costs associated with such leave.

## **ARTICLE 32 – SENIORITY**

### **32.01 Definition and Use**

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. Seniority shall determine, within the bargaining unit, priority for hiring for vacant and new positions, layoff and recall, vacation scheduling, promotion, demotion, transfer and any other rights set out in this Agreement.

### **32.02 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.

### **32.03 Accrual of Seniority**

Seniority shall continue to accrue for any employees on the following types of leave, except as noted in Articles 32.04 and 32.05 below:

- Vacation (Article 25)
- Special Leave (Article 26)
- Sick Leave and Extended Leave to a maximum of thirteen (13) months (Article 28)
- Pregnancy/Maternity, Parental and Adoption Leave (Article 29)
- Educational Leave, excluding Long-Term Education Leave (Article 31)

### **32.04 Maintenance of Seniority**

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

- Leave of Absence for Union or Public Duties (13.03)
- Leave for incarceration for actions not taken at the behest of the Employer (Article 26.03 a.)
- Extended Sick Leave after thirteen (13) months (Article 28.02)
- General Leaves (Article 27)
- Long-Term Education Leave (Article 31.03)

### **32.05 Loss of Seniority**

An employee shall lose seniority only when:

- a) voluntarily terminated;
- b) discharged and not reinstated under the terms of Article 40 (Discipline and Discharge), or
- c) laid off and not recalled after two (2) years on the recall list under Article 34 (Layoff and Recall).

## **ARTICLE 33 – LAYOFF AND RECALL**

### **33.01 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 Article 40.03 (Grievance Procedure) at STEP 3.

c) By Seniority

Employees shall be laid off in reverse order of their seniority as defined in Article 32 (Seniority). 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.

### **33.02 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, or for two (2) years. 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 email, or if unsuccessful, by registered mail to the last address of the employee known by the Employer. A copy shall be sent to the Union. If the employee does not respond within (1) one 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 mailing address and email address.
- 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.

### **33.03 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 34 – SEVERANCE PAY**

**34.01** Upon layoff, a regular or probationary employee is entitled to four (4) weeks' severance pay, plus one (1) week's wages for every year of employment, to a maximum of five (5) years.

## **ARTICLE 35 – LIMITED SECURITY OF EMPLOYMENT**

### **35.01 Dissolution and 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 years and the Parties shall meet to discuss terms and conditions of dissolution, merger or reorganization at least sixty (60) days before the date the anticipated changes are to take effect.

### **35.02 Merger**

In the event of a merger with any other body, the Employer shall ensure that the Union has the right to participate in all discussions around said merger and undertake to ensure that employees shall be credited with all seniority rights, vacation credits, sick leave credits, and all other benefits, with the new Employer. Further, the Employer agrees that all work and service presently performed by members of the Union shall continue to be performed by CUPE 2396 members with the new Employer.

## **ARTICLE 36 – POSITIONS AND JOB DESCRIPTIONS**

**36.01** Where a new temporary position is created, the Parties will meet to determine the rate of pay.

**36.02** No new positions shall be created which changes the self-supervisory and co-operative nature of the workplace.

**36.03** Creation of new postings or changes to existing positions shall be subject to negotiations between the Parties.

**36.04** The current regular positions are:

- Executive Director
- Researcher
- Organizer, Campaigns and Membership Development
- Organizer, Services and Internal

**36.05** No job descriptions, nor amendments, to job descriptions shall be made without the mutual agreement of the employees and 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, job description and other related matters 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.

Within six (6) months of the signing of this agreement, the Parties will, by mutual agreement, establish job descriptions for each position through a letter of understanding.

## **ARTICLE 37 – POSTING AND FILLING VACANCIES**

### **37.01 Hiring Committee**

All 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.

### **37.02 Conflict of Interest**

No representative may continue to participate in a hiring process when a family member, as defined in Article 26.05 (Compassionate Leave), 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.

### **37.03 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, and this shall not be counted toward their probationary period.

### **37.04 Hiring Procedure for Regular, Replacement and Temporary/Term Employees**

- a) The first task of the Hiring Committee 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 emailed to all current employees, with a copy to the Union. Concurrently, the Employer shall send copies of the employment notice to all employees on the recall list, and all employees on leave. Employees shall have not less than two (2) weeks in which to submit an application for a vacant position.
- c) Simultaneously to 37.05 b., the Hiring Committee 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 37.04 (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.

### **37.05 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.

### **37.06 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 2396 of the Canadian Union of Public Employees, and that the Federation is an equal opportunity employer.

## **ARTICLE 38 – PROBATION**

### **38.01 Duration**

The probation period shall be a maximum of one hundred and twenty-four (124) days calendar days notwithstanding the provisions in Article 39.04 (Review of Probationary Employees).

### **38.02 Review of Probationary Employees**

The members of the hiring committee responsible for hiring the employee(s) shall review probationary employees twice before the end of the probationary period subject to the process below. By mutual agreement between the Parties, either the Employer or the Union may designate a substitute for their respective committee members.

- a) The first review shall take place approximately midway through the probationary period. The second review shall take place approximately two (2) weeks prior to the end of the probationary period.
- b) These reviews will evaluate the performance of the employee with respect to the duties, responsibilities, and desired qualifications listed in the initial employment notice.
- c) Written notification of the results of the final review shall be presented to the employee and the Union within seven (7) days following the review.
- d) At the conclusion of each review, the Employer shall discuss and explain the conclusions with the employee. The probationary employee shall have the right to have a union representative present.

### **38.03 Successful Conclusion of Probation**

- a) By majority decision, the hiring committee shall make a recommendation to the Employer on whether the employee has successfully completed the probationary period.
- b) Employees who successfully complete the probationary period will be notified as such in writing by the Employer, with a copy to the Union.

#### **38.04 Continuation of Probation and Failure to Pass Probation**

If the recommendation of the majority of the committee is negative and the committee deems that the probationary employee should not yet pass their probation, the Employer shall either:

- a) Give two (2) weeks written notice, which shall state the nature of the problem(s) and the way(s) in which it should be corrected, or;
- b) Extend the probationary period, in writing, for an additional thirty (30) days or;
- c) Extend the probationary period, in writing, for an additional sixty (60) days.
- d) At the conclusion of (a) or (b) or (c) above the Employer shall determine whether the employee has successfully responded to the issued identified, and shall either confirm the employee passed the probationary period per 38.03 b., or deem the probationary employee to have failed and release said employee.

**38.05** In the event that either review referred to in 39.02 (Review of Probationary Employees) 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.

#### **38.06 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 referred to in Article 23 (Health, Medical and Insurance Benefits) until the employee has completed the probationary period.

## **ARTICLE 39 – DISCIPLINE AND DISCHARGE**

### **39.01 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 recognised working days, i.e. twenty-four (24) 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.

#### **39.02 Notice or Pay in Lieu of Notice**

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

#### **39.03 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, and shall be compensated by the Employer for all time lost retroactive to the date of discharge.

#### **39.04 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 40 – GRIEVANCE PROCEDURE**

### **40.01 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.

### **40.02 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.

### **40.03 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 2.

#### a) STEP 1

An employee who has a grievance shall take the matter up in person with the Staff Relations Officer 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 Parties involved shall be given a maximum of three (3) working days to solve the grievance. The Staff Relations Officer shall be given an opportunity to answer the complaint verbally at the initial meeting, or schedule a subsequent meeting with the grievor and their union representative within the three (3) days allocated for resolution at Step 1.

b) STEP 2

If the grievance is not satisfactorily resolved at Step 1 meeting, or the grievance is a policy or union grievance, the Union may advance the grievance to Step 2 by issuing a letter to the Staff Relations officer. At Step 2, the griever together with the Steward and/or a Union Staff Representative shall meet with the Staff Relations Officer and the Employer's Labour-Management Committee representatives within ten (10) days of the Step 1 answer being received and attempt to resolve the issue.

c) STEP 3

If no satisfactory resolution is forthcoming within ten (10) calendar days of the Step Two meeting, the Union shall submit the grievance in writing to the Employer's Board. Within seven (7) calendar days following the receipt of the STEP 3 grievance, Employer's Board shall provide a written answer to the Union. The Labour-Management Committee will be provided seven (7) calendar from the receipt of the Employer's STEP 3 response to resolve the grievance.

d) STEP 4

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 STEP 3 process or time limit, signify in writing to the other Party of the failure to agree and notice of intention to invoke arbitration procedure as set out in Article 40.04 (Arbitration).

#### **40.04 Arbitration**

The arbitrator/arbitration board and process 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 (1/2) 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.
- h) A single arbitrator shall be the normal form of Arbitration Board unless there is mutual agreement to set up a three (3) person board.
- i) Should the Parties fail to agree on an arbitrator within fifteen (15) days of receiving notice to arbitrate, either party may apply to have one appointed.

**40.05** The time limits prescribed for the performance of any act in the grievance procedure may be extended by mutual consent, and it is agreed that the substance of the grievance is of primary importance and that no grievance shall fail on purely technical grounds.

**40.06** 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.

**40.07** 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 41 – HOURS OF WORK AND OVERTIME**

### **41.01 Regular Hours and Scheduling**

The Parties recognize the high degree of variability in weekly work hours due to meetings, conferences, campaigns, member resourcing and other functions that either occur at non-standard work times, or extend beyond a standard work day. The Parties agree that workload and hours of work will be regularly reviewed by the Labour-Management Committee.

- a) The work week for full-time employees shall be forty (40) hours, although the daily hours of work may vary.
- b) Employees will normally work between the hours of 9:00 am and 7:00 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) The Union recognises that every effort will be made to ensure that the organization is adequately staffed during the regular hours of its operations as established by the Labour-Management Committee. 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.

### **41.02 Meal Breaks**

Any employee working more than six (6) consecutive hours shall be entitled to a paid lunch period of thirty (30) minutes. Employees working more than seven and one half (7.5) consecutive hours shall be entitled to an additional daily unpaid lunch period of thirty (30) 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 full break shall be paid.

### **41.05 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.

#### **41.06 Overtime Definition and Rates**

- a) Overtime is that time worked in excess of forty (40) hours per week.
- b) The first eight (8) hours of overtime worked in a regular work week shall be recompensed at one and one half (1 1/2) times the regular hourly rate of pay. Hours worked over 48 hours in a work week shall be recompensed at double the regular hourly rate of pay.

#### **41.07 Mutual Agreement for Overtime**

- a) The Parties agree that overtime is a common requirement of employment due to the Employer's cycle of work, including but not limited to general meetings, conferences, member organizing and resourcing, campaigns, and other related duties. Assignment of duties and responsibilities giving rise to overtime shall be determined through mutual agreement at regular meetings of the Labour-Management Committee. An employee assigned to work overtime through a Committee decision has the right to refuse such an assignment where any one of the following applies:
  - less than two months' notice has been provided for the overtime to be required;
  - the required task or duty is not consistent with the duties and responsibilities of the employee's position description;
  - the employee has applied for and been granted leave or vacation pursuant to the terms of this agreement; or
  - an employee is unable to perform the overtime due to a medical reason or illness.
- b) Employer requests for overtime beyond that which is the subject of the process described in Section a. of this Article must be made through the Staff Relations Officer. Except in emergency situations, an employee has the right to refuse such a request, without being subject to disciplinary action for so refusing.
- c) Employee requests for overtime must be made through the Staff Relations Officer prior to any overtime being accrued.

#### **41.08 Time Off in Lieu of Overtime Pay**

Unless mutually agreed upon in advance, employees shall receive compensating time off in lieu of pay for all overtime worked in accordance with this Article. Should such compensating time off not be taken by July 31 in the year following the year in which it was earned, then it shall be mutually agreed by the Employee and the Employer to either pay out this overtime in accordance with this clause, or to ensure that appropriate time off is taken.

#### **41.09 Paid Meal Times During Overtime**

An employee working overtime beyond said employee's regular work day or week shall be allowed a one-half (1/2) 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.

#### **41.10 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, and shall be paid for up to two (2) hours of travel time to and from the place of work.

#### **41.11 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.

#### **41.12 Overtime Worked on an Office Holiday**

Overtime accrued on office holidays shall be assessed at double time.

#### **41.13 Hours of Work and Overtime at Federation Meetings**

Notwithstanding the other provisions of this Article, Employees shall be compensated for up to ten (10) hours of work at the appropriate overtime rates for each day of a general, executive, or skills development meeting of the Federation.

## **ARTICLE 42 – WAGES**

### **42.01 Regular, Casuals, and Replacement Employees**

The Parties recognize that as at the signing of this agreement, all regular employees perform equal work and therefore shall be paid an equal wage subject to the following:

- a) Effective January 1, 2023, all rates of pay shall be increased by two percent (2%) plus COLA per Article 42.03 of this collective agreement rounded to the nearest whole cent.
- b) Effective January 1, 2024, all rates of pay shall be increased by two percent (2%) plus COLA per Article 42.03 of this collective agreement rounded to the nearest whole cent.
- c) Effective January 1, 2025, all rates of pay shall be increased by two percent (2%) plus COLA per Article 42.03 of this collective agreement rounded to the nearest whole cent.

### **42.02 Temporary/Term Employees**

- a) Effective January 1, 2023, all rates of pay shall be increased by two percent (2%) plus COLA per Article 42.03 of this collective agreement rounded to the nearest whole cent.
- b) Effective January 1, 2024, all rates of pay shall be increased by two percent (2%) plus COLA per Article 42.03 of this collective agreement rounded to the nearest whole cent.
- c) Effective January 1, 2025, all rates of pay shall be increased by two percent (2%) plus COLA per Article 42.03 of this collective agreement rounded to the nearest whole cent.

#### **42.03 Cost of living allowance**

The Employer shall, on the first date of each quarter of a year (September 1, December 1, March 1, June 1), pay each employee a cost of living allowance for the preceding three months. The allowance shall be based on the rise of the Consumer Price Index for all items (not seasonally adjusted) for the City of Vancouver. The Employee's base wage rate shall be increased by the appropriate upward adjustment. Wage increases under this clause shall be in addition to any negotiated wage increased otherwise specified in this Article.

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.

#### **42.04 Pay Period**

The Employer shall pay all salaries bi-weekly in accordance with this Article. Each employee shall receive an itemized statement of earnings showing all monies received and all deductions made.

The Employer shall not make any deductions from an Employee's pay cheque unless authorized by statute, court order, this Agreement or the Employee.

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

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

- 43.01** The negotiation of the Collective Agreement shall be conducted by the Negotiating Committee of the Union and the Employer. These committees shall be authorised by their principals to negotiate and conclude a tentative Collective Agreement for ratification by the principals.
- 43.02** 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.
- 43.03** Each Party shall notify the other Party if there are additions or substitutions to the composition of their committee.
- 43.04** 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)
- 43.05** Upon conclusion of the negotiations, each committee shall submit the tentative contract to their respective principals for ratification.
- 43.06** 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 44 – DURATION

### 44.01 Duration

This Agreement shall be binding and remain in full force and effect from January 1, 2023 to December 31, 2025 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.

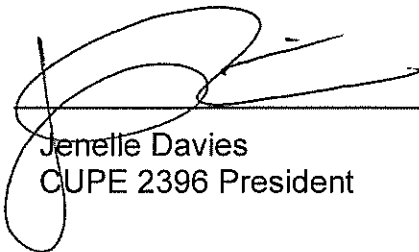
### 44.02 Negotiations

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.

**IN WITNESS WHEREOF** the Parties hereto have caused this agreement to be executed on the date in which this agreement takes effect. Signed this 25 day of April, 2022.

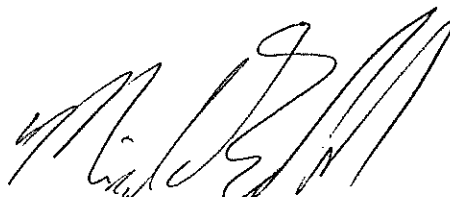
FOR THE UNION:

FOR THE EMPLOYER:



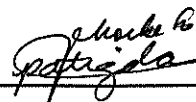
---

Jenelle Davies  
CUPE 2396 President




---

Michael Gault  
BCFS Staff Relations Officer



---

Phoebe Lo Patigdas  
CUPE 2396 Secretary-Treasurer



---

Melissa Chirino  
BCFS Chairperson

C

C

C

# LETTER OF UNDERSTANDING #1

- BETWEEN -

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2396**  
*(hereinafter the "Union")*

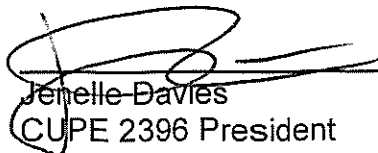
- AND -

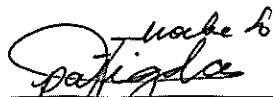
**BC FEDERATION OF STUDENTS**  
*(hereinafter the "Employer")*

The parties agree that the wage rates in effect on December 31, 2022 for all jobs covered in the January 1, 2019 – December 31, 2022 Collective Agreement will be the new base rates for the term of the new January 1, 2023 – December 31, 2025 Collective Agreement. The base rate will be adjusted in accordance with the new Collective Agreement.

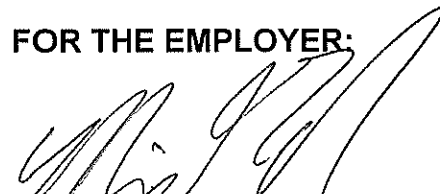
An appendix will be created with the new base rates. The appendix will be attached to and form part of the new Collective Agreement.

FOR THE UNION:

  
Jenelle Davies  
CUPE 2396 President

  
Phoebe Lo Patigdas  
CUPE 2396 Secretary-Treasurer

FOR THE EMPLOYER:

  
Michael Gauld  
BCFS Staff Relations Officer

  
Melissa Chinino  
BCFS Chairperson

Signed on: April 25, 2022, 2022.

○

○

○