COLLECTIVE AGREEMENT

between

UVSS
university of victoria students' society

&

UNITED STEELWORKERS LOCAL 2009 USW LANGLEY

FEBRUARY 1, 2024 - JUNE 30, 2027

COLLECTIVE AGREEMENT

BETWEEN

UNIVERSITY OF VICTORIA STUDENTS' SOCIETY

AND

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS' INTERNATIONAL UNION
(UNITED STEELWORKERS)
(ON BEHALF OF LOCAL UNION 2009)

February 1, 2024 – **June 30, 2027**

Errors & Omissions Excepted
cope- 343

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Territorial Acknowledgment

As Parties to the Collective Agreement, we are committed to reconciliation and justice for Indigenous Peoples. We acknowledge and respect that the headquarters and where we gather is on the unceded territory of the Lək̓ʷəŋən (Songhees and Esquimalt) Peoples, and the Lək̓ʷəŋən and WSÁNEĆ Peoples whose relationships with the land continue to this day.

We recognize and deeply value their connection to this place. We also recognize the sacrifices Indigenous Peoples have made, both in shaping and strengthening this community in particular, our province and our country as a whole.

For settlers, that gather on stolen land, this recognition of Indigenous Peoples must also be clearly and overtly connected to our collective commitment to Truth and Reconciliation in our communities.

This acknowledgment serves as a reminder of the violence past and present, faced by Indigenous Peoples for when we gather on this land. We pledge to conduct ourselves respectfully in all ways on this territory and to consider our role in decolonization as reconciliation.

COLLECTIVE AGREEMENT

BETWEEN

UNIVERSITY OF VICTORIA STUDENTS' SOCIETY
(Hereinafter referred to as **the** "Employer")

AND

UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED INDUSTRIAL AND SERVICE WORKERS' INTERNATIONAL UNION
(UNITED STEELWORKERS)
(ON BEHALF OF LOCAL UNION 2009)
(Hereinafter referred to as **the** "Union")

PREAMBLE:

The purpose of the Agreement is to maintain and improve harmonious relations and settle conditions of employment between the Employer**, the Union** and **the** employees**. T**o define clearly the rates of pay and conditions of work**, and** to determine the extent of democratic control of work procedures by employees**. T**o provide for an amicable method of settling differences which may from time to time arise**,** and to promote the mutual interests of the Employer**, the Union** and **the** employees.

The Employer and the Union agree to abide by the terms set out in this Agreement. The Union further agrees that it will at all times instruct its members to act in accordance with the terms contained in this Agreement. The Employer agrees, in the exercise of the functions of Management, that the provisions of this Agreement will be carried out.

ARTICLE 1 - DEFINITIONS

1.01 Definitions

In this Agreement, the following words and phrases shall have the following meanings unless the context otherwise requires:

(a) "Advocacy and affiliated organizations" shall mean the following eight (8) groups which employ student and term employees of the UVSS:

Society for Students with a Disability (SSD)
Students of Colour Collective (SOCC)
UVic Pride **Collective**
Gender Empowerment Centre (GEM)
Native Students' Union (NSU)
Anti- Violence Project (AVP)
University of Victoria Sustainability Project (UVSP)
Campus Community Gardens (CCG)

(b) "Board" and " BoD" shall apply to the Board of Directors of the Society.

(c) "**C**ommon law partner" shall apply to any spouses having lived together for a minimum period specified by **the Family Law Act**.

(d) "**D**epartment" shall mean a specific service operations of the Employer which includes business units and cost centres.

(e) "Department Manager" **or "Coordinators of Advocacy and Affiliated Groups"** shall mean a bargaining unit employee that officially cannot hire, fire or discipline other unionized Steelworker staff. However, they can assist and recommend in the hiring process**, and actively participate in employee reviews and possibly investigations.** They are also responsible for notifying Excluded Managers of any reasonable breaches to policies and/ or procedures in the workplace.

(f) "Division" shall mean a grouping of related departments as designated by the Employer. This includes: Food and Beverage Operations, Business Operations, Support and Administration Services, and Board of Directors.

(g) "**E**mployee" shall apply to those employees of the Employer at and from the Employer's present or relocated premises for which the Union is certified, excepting those excluded under the terms of Article **2.03**.

(h) "Employee Status" of all employees covered by this Agreement shall be defined under one (1) of the following definitions:

(i) "Full-time" **Permanent employee** shall apply to a permanent employee who is regularly scheduled to work seventy (70) hours in each two (2) week pay period.

(ii) "Part-time" **Permanent employee** shall apply to permanent employees, who are regularly scheduled to work less than seventy (70) hours in a two (2) week pay period.

(iii) "Student Employees" shall apply to employees who fill student jobs as defined below in Article 1.01 (l)(ii).

(iv) Term Employees - these are employees who are the Coordinators of the advocacy and affiliated organizations (listed in **Article 1.01(a)**) hired for a determined period of no less than two (2) years and no more than three (3) years with established hours of work. The initial term of the Term Employee may be extended by mutual agreement for an additional month, no more than three **(3)** consecutive times.

(v) Casual Permanent Employees – these are employees hired and trained to be on- going, casual workers that work less than twenty **(20)** hours per week. The hiring process for these employees is the same as permanent positions, as set out in Article **10**. New hires for this position shall be provided training as outlined for student employees as per Article **16.01(c)**, at a minimum. Casual Permanent Employees shall receive Student Employee general benefits as per Article 2**8**. **The utilization of Casual Permanent Employees** is limited to Cash Clerks, Security Attendants and Supervisors and Cinecenta Distribution Officers.

(i) "Employer" shall apply to the University of Victoria Students' Society and not to individual members thereof.

(j) **"Excluded Manager" shall apply to individuals, excluded from the Union's Certification, who perform the functions of managers, or who are employed in a confidential capacity related to labour relations or personnel.**

(k) "**F**amily **member**" **is defined as the employee's spouse, child, parent, grandparent, grandchild, sibling, pibling, nibbling, cousins, or a similar relationship created through a step-relationship, in-law relationship, or foster relationship, and any person who lives with an employee as a member of the employee's family or is publicly recognized as a member of the employee's family. A family member also includes an individual who is like a close relative to the employee, whether or not they are related by blood, adoption, marriage, or common law relationship. This definition of "family member" does not apply for purposes of the Extended Health Benefit Plan or any leave provisions unless specified.**

(l) **Job Posting Categories –** There are three **(3)** general job **posting** categories and **they are** defined as follows:

(i) "**P**ermanent" job includes all positions that are not temporary, and are not required to be filled by students. Employees in these jobs are referred to as permanent **full-time or part-time** employees.

(ii) "Student" job**s** include all positions that require the applicant and/or incumbent to be:

1. a registered student/s at the University of Victoria in a certificate or diploma programs who has paid Society fees for the current term; or

2. a registered undergraduate student/s who has paid Society fees for the Winter Session at the University of Victoria, and completed one (1) course per term in the Winter Session. Such students are considered to be members of the Students' Society during the summer months immediately following; or

3. an undergraduate student/s at the University of Victoria on cooperative education or practica work terms; or

4. a University of Victoria graduate who is not more than four **(4)** months past the last day of the semester in which they had the last class of their undergraduate degree.

And employees in these jobs shall be referred to as "student employees".

(iii) "**T**emporary" job includes all positions filled by employees who are hired on a temporary basis. They shall include the following employees:

1. Emergency Fill- in Employees - these are employees hired for a period of **thirty (**30**)** consecutive days or less to staff unforeseen situations. The Employer will notify the **Unit Chair** of the situation prior to hiring. The **thirty (**30**)** days may only be extended by agreement between the Employer and the Union.

2. Externally-funded Employees – these are employees hired as a result of government or other external agency funding. Externally-funded employees shall be paid at a rate of pay equal to Class 2 or higher.

3. Replacement Employees - these are employees hired to replace a permanent employee who is on vacation or approved leave. Replacement employees shall take on the responsibilities as per the job description of the replaced employee and shall receive the wage and benefits of the position (this shall include sufficient hours to achieve the same eligibility for benefits as the replaced employee). If the period of replacement exceeds two (2) months, the employee shall be scheduled to work the same hours of work as the replaced employee. The initial contract may be extended once by mutual agreement, for up to six **(6)** months, and no more than twice.

(m) "**L**egal partner" shall mean a person who is designated as the legal partner of an employee through any legal or testamentary instrument.

(n) "Management" shall apply to the Board of Directors of the Society or its designate.

(o) "Officer of the Employer" shall apply to the elected Lead Directors of the University of Victoria Students' Society.

(p) "**P**arent" shall apply to any person who is the legal **parent/**guardian of a child.

(q) "**P**ay rate classification" shall mean the division of positions into levels of comparable work and consistent rate of pay.

(r) "Per diem" is the reimbursed amount provided to all employees who are required to travel to meetings, conferences, seminars or other activities approved by the Employer.

(s) "Personnel Committee" shall mean the UVSS Board of Directors closed committee, as defined by the Board of Directors Policy.

(t) "**P**osition" shall mean the specific job within each pay rate classification to which seniority applies.

(u) "**P**robationary employee" shall apply to an employee who **is hired into a probationary status and who** has not completed their **three (3) month** probationary period.

(v) "**S**pouse" shall **mean a person, dependent on provincial legislative requirements, who is married to the employee or who has cohabited with the employee in a conjugal relationship for at least twelve (12) months (common-law) unless specifically outlined in other articles in this Agreement.**

(w) "Steward" shall apply to the Union's Representative or designate.

(x) "SUB" shall apply to the Students' Union Building at the University of Victoria.

(y) "Unit Chair" shall apply to the person elected/appointed by the Union for a three **(3)** year term.

(z) "UVSS" shall apply to the University of Victoria Students' Society.

ARTICLE 2 - UNION RECOGNITION

2.01 Exclusive Bargaining Agent

The Employer recognizes the Union as the sole and exclusive **b**argaining **a**gent for its **employees for whom the Union has been certified as the bargaining agent, in accordance with the order of the British Columbia Labour Relations Board dated June 1, 1989, or as subsequently amended by the Board or by mutual consent of the Parties.**

2.02 Union Access

Representatives of the Union shall have access to the Employer's premises, at any time, to assist employees in dealing and negotiating with the Employer. The Union agrees there shall be no undue disruption of work.

2.03 Excluded Positions

The Officers of the Employer, General Manager, Executive Director, **Human Resources and** Administration Services Manager, **Constituency Group Director,** Ad Sales Representative, the Ombudsperson, the UVSS Electoral Office' s Chief Electoral Officer, Arbitration Panel members, Election Adjudicator and Senior Electoral Officer, and externally-funded employees shall be excluded from the **b**argaining **u**nit.

2.04 No Contracting Out

The Employer shall not contract out **b**argaining **u**nit work.

2.05 Bargaining Unit Work

Persons whose regular job is outside the bargaining unit will not perform work within the bargaining unit except for explicitly instructing and training a member of the **b**argaining **u**nit, or has been requested to work on a volunteer and/or emergency basis for the benefit of the Employer with the Union' s consent.

2.06 No Other Agreement

No employee shall be required or permitted to make written or verbal agreements with the Employer or its representatives which may conflict with the terms of this Collective Agreement.

ARTICLE 3 - EMPLOYER RIGHTS

3.01 Employer Rights

The Employer retains the right to manage the Society, to determine policy of the Society to direct the work force and set the conditions of work subject to the terms of this Agreement. The Employer shall exercise its rights in a fair and reasonable manner.

3.02 Notification to Union

(a) When reports or recommendations are about to be made to the Board of Directors dealing with major matters of personnel, policies or procedures which directly affect employees within the **b**argaining **u**nit, the Union shall be informed in writing by the General Manager or the Personnel Committee in time to afford the Union a reasonable opportunity to consider them and if deemed necessary, of speaking to them when they are dealt with by the Board of Directors.

(b) Where notice or reply to the Union is required in the fulfillment of the requirement of any **Article** of this Collective Agreement, notice shall be provided via email to the **Union and copied to the** Unit Chair.

3.03 Employer Representative Lists

The Employer shall provide the Union with an updated list of the membership of the Management of the Society, including the Officers of the Employer, the members of the Personnel Committee of the Board of Directors, the Excluded Managers and any other designates of Management.

ARTICLE 4 – UNION SECURITY AND CHECK OFF OF UNION DUES

4.01 Membership in Union

(a) The Employer agrees **that any** present and future employees covered by this Agreement **shall**, as a condition of continued employment, **become and remain members of the Union**.

(b) The Employer shall advise the Union of all newly hired employees within ten (10) calendar days of the date of their employment.

4.02 Check Off of Union Dues

(a) Each employee in the bargaining unit shall, as a condition of employment, execute an authorization form approved and supplied by the Union providing for the deduction from the employee's pay or salary the amount of an initiation fee, the regular monthly dues and any other dues, levies, assessments, fees or finesse owing or payable to the Union as established by the Union. Deduction**s** shall be made from the payroll every pay period.

(b) The Union will give reasonable notice to the **Employer** of any changes in Union dues, fees or other amounts which the **Employer** is required to deduct. All changes will coincide with the beginning of the **Employer**'s next pay period.

(c) The Union shall provide an updated document annual or upon the Employer's request, detailing all current union dues, including initiation fees, regular monthly dues, any other dues, contributions to the Humanity Fund, levies, assessments, and additional fees applicable to members of the bargaining unit.

4.03 **Remittances**

(a) Union Dues

(i) no later than ten (10) days following the last dues deduction of the month, the dues so deducted shall be made payable and remitted to:

United Steelworkers
P. O. Box 9083
Commerce Court Postal Station
Toronto, Ontario
M5L 1K 1

(ii) the monthly remittance shall be accompanied by a completed USW R115 Form (a summary of the dues calculations made for the month, each month) as well as a statement showing the names of each employee from whose pay deductions were made.

(iii) a duplicate R115 and employee deduction statement as in **Article 4.03(a)**(**ii**) above shall be forwarded by **email** to:

United Steelworkers, Local Union 2009
Attention: office@usw2009.ca

(b) Initiation fees

Initiation fees will be sent on a separate cheque to:

United Steelworkers, Local 2009
#202 – 9292 – 200th Street
Langley, B. C. V1M 3A6

4.04 **T4 Slips**

The Employer agrees to show on employees' "T4" slips the total Union deduction for the previous year.

4.05 **Death Benefit Card**

The Employer agrees to have employees complete and sign a Union Death Benefit card provided by the Union to the Employer for such purposes. Completed cards will be mailed to the office of:

United Steelworkers
#202 – 9292 – 200th Street
Langley, B.C.
V1M 3A6

No later than the tenth (10th) of the succeeding month following receipt.

4.**0**6 **Humanity Fund**

The Employer agrees to deduct one cent ($.01) per hour worked by each employee and forward these funds to the Union's Humanity Fund, United Steelworkers, National Office, 234 Eglinton Avenue E., 7th Floor, Toronto, Ontario, M4P 1K 7 and to advise in writing the amount of such payment and the names of all employees in the bargaining unit on whose behalf such payment has been made.

It is agreed that the total for each employee's yearly deduction will be entered in Box 46 (Charitable Contribution) of the Revenue Canada T4 slip for the year it has been deducted. For this purpose, the payroll department will note the following Charitable Donation number for the "Humanity Fund" is R119172278 RR 0001.

ARTICLE 5 – EMPLOYEE RIGHTS

5.**0**1 The rules of employment shall be limited to matters pertaining to the work requirements of each employee' s job description. Employees shall not be required to do personal work for the Employer.

5.**0**2 **Crossing of Picket Lines**

(a) The Employer agrees that no employee shall be subject to any disciplinary procedure for refusing to cross an established picket line or for refusal to handle goods for the Employer where a strike or a lock out is in effect.

(b) Where an employee does not report for work as a result of an established union picket line at the University of Victoria, not initiated by the Local, they shall be granted an unpaid leave of absence, upon notification to Management, for part of or the duration of the picket line.

(c) The Employer shall not request, require, or direct members of the **b**argaining **u**nit to perform work resulting from strikes that would have been carried out by those persons on strike.

(d) In the event that the Employer and/or the Union receives notification that a trade union has established a picket line at any entrance of the University of Victoria, or that an **E**mployer has served a lockout notice or a trade union has served a strike notice which might, if acted upon, result in the establishment of such a picket line, the **Joint** Labour Management Committee shall meet to determine the advisability of maintaining the operations of the Society.

(e) This meeting shall be convened within one (1) working day of receiving such notification.

5.**0**3 **Political Action**

Employees shall have the right to participate in any political action called for by the Canadian Labour Congress and its affiliates or subordinate bodies, the British Columbia Federation of Labour, or any other labour body with which the Union is directly affiliated. The Union agrees there shall be no undue disruption of work.

5.**0**4 **Unionized Canadian Suppliers**

Where reasonable, all goods and services used by the Employer in carrying out its business shall be from unionized Canadian suppliers. Where possible, no employee shall be required to handle or otherwise use any goods or services declared "hot" by the Union, British Columbia Federation of Labour, the Canadian Labour Congress, or any other recognized labour body.

5.**0**5 **Fines**

If an employee is fined as a result of taking action as directed by the Employer, the Employer shall pay said fine on behalf of the employee.

ARTICLE 6 – MERGER AND AFFILIATION PROTECTION

6.**0**1 **Merger and Affiliation Protection**

(a) Should the Employer merge, amalgamate, or combine any of its services or functions with another organization, the Employer, through whatever merger agreement might be involved, shall integrate all benefits and conditions of employment held by the employees and shall ensure that such benefits and conditions not be adversely affected.

(b) In such instances, the Employer shall also ensure that:

(i) employees shall be accredited with all seniority rights;

(ii) all service credits relating to vacation with pay, sick leave credits, and all other benefits shall be recognized;

(iii) all work and services presently performed by members of the **b**argaining **u**nit shall continue to be performed by **b**argaining **u**nit members;

(iv) conditions of employment and wage rates shall not be less than the best provisions in effect under this Agreement;

(v) no employees shall suffer loss of employment as a result of the merger;

(vi) preference in location of employment shall be determined on the basis of seniority;

(vii) the Union has the right to participate in all discussion(s) related to the merger/affiliation.

ARTICLE 7 - UNION ACTIVITY

7.**0**1 **Union Representatives**

(a) The Union shall provide the Employer with an updated list of the names of Stewards, committee persons, and Staff Representatives.

(b) The elected representatives of the Union shall have the right to contact and notify employees at work on matters respecting this Collective Agreement and its administration. Whenever possible meetings respecting the Collective Agreement and its administration shall occur on scheduled breaks or on the employee's own

time. Employees leaving duties to attend to matters respecting the Collective Agreement and its administration shall notify the Supervisor. The Union agrees there will be no undue disruption of work.

7.02 **Union Office**

The Union office, Room number B 019, shall be provided to the Union at all times, free of charge. The Unit Chair or designate may book a meeting room at any time for brief periods of time, free of charge (based on availability).

7.03 **Role and Responsibility of Stewards**

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

7.04 **Rights of Stewards**

The duties and responsibilities of Stewards shall include, but not limited to, the following activities:

(i) investigation of complaints, grievances, and/or disputes including the making of presentations to management as required.

(ii) briefing time prior to grievance meetings as set out in Article 21 of this Collective Agreement.

(iii) the transmission of Union bulletins and/or notices by posting on the designated bulletin board.

7.05 **Meeting with the Employer**

(a) An employee shall have the right to have a Union Representative present at any discussion with Management, including all disciplinary and discharge procedures. In addition, Management agrees to notify the employee in advance of any interview for disciplinary purposes to allow for the presence of a Steward. The Steward shall have the right to have a Union Representative present at any discussion with Management. There shall be no undue disruption of work.

(b) An employee who wishes to discuss dissatisfaction with the work or performance of a representative of the Employer, i.e. a person defined as "Excluded Management", or a UVSS Board Member, shall inform a Steward for the attention of the Personnel Committee. The Steward shall provide the Personnel Committee, with written details regarding the dissatisfaction prior to the scheduled meeting. A meeting to discuss such dissatisfaction shall occur within fourteen (14) calendar days of informing the Personnel Committee. Any Personnel Committee member who is the subject of the dissatisfaction discussion shall not participate in the meeting.

7.06 Union Bulletin Board

The Employer agrees to provide one (1) bulletin board on the wall outside of the Union office. This bulletin board shall be used exclusively by the Union. The Employer also agrees to allocate at least 25% of the job posting bulletin board in the main concourse

for the Union's exclusive use. The Employer shall not unreasonably restrict access to other bulletin boards in the work place that are used to communicate with **employees**.

7.07 Union Label

(a) In order that the Employer's general membership and the general public may be aware of the benefits of a unionized worksite, the Union Label shall be displayed prominently in each work area in every Division. The location of the Label in each work area shall be agreed upon in the **Joint** Labour Management Committee.

(b) The recognized Union Label shall include the designation "USW - 2009". This designation shall be placed on materials produced by the graphic design or research and communications departments.

(c) Other locations and uses of the Union Label shall be by mutual agreement of the Employer and the Union.

(d) The privilege of using the Union Label shall be extended to the Employer as long as the Employer continues to comply with all of the terms and conditions of this Agreement.

(e) Employees shall be entitled to wear union pins and emblems and/or Steward badges while they are working.

(f) The Union shall provide Union emblems, labels and logos to the Employer.

7.08 Orientation of New Employees

All new employees shall be informed by the Employer that the Union is their exclusive bargaining representative, and that a Collective Agreement is in effect. Upon commencement of employment, the employee shall be emailed the Stewards' contact information and a digital copy of the Collective Agreement.

7.09 Printing of Collective Agreement

The cost of preparing and producing paper copies of the Agreement shall be borne seventy-five percent (75%) by the Employer and twenty- five percent (25%) by the Union and all work shall be performed by union labour in a union shop.

7.10 Communications

(a) The Employer shall provide each permanent employee with a distinct e- mail address. Each permanent employee shall be provided with access to hardware within their department so that they can easily access communications from the Employer on a regular basis.

(b) Orientation information supplied by the Employer to acquaint its student membership and patrons with the operations of the Employer which contains statements about the manner in which these operations are staffed shall be by mutual agreement of the **P**arties.

7.11 Leave for Union Functions

(a) Upon ten (10) days written notification to the Employer, an employee elected or appointed to represent the Union at International, National and District conventions, Executive or Committee Meetings shall be granted leave of absence without pay but without loss of benefits. Such leave shall be limited to a total of thirty (30) working days per year for the **b**argaining **u**nit as a whole. Any unused days may be carried forward to the following year, to a maximum total of forty-five (45) working days.

(b) Not more than two (2) employees may take such leave at one **(1)** time, no more than one (1) of whom is an employee in a Division with twenty-five (25) employees or fewer and no more than one (1) of whom is a permanent employee from the same Department.

(c) An employee granted such leave will have their wages continued by the Employer and the Union agrees to reimburse the Employer for the costs of such wages.

7.12 Leave of Absence for Elected Full- time Union Position

(a) Upon written thirty (30) calendar days request**ed by the Union,** an employee who is elected or appointed for a full-time position to the Union, or any body with which the Union is affiliated, shall be granted a leave of absence without pay for up to one (1) year, subject to extension by mutual agreement. All of the benefit plans of this Agreement shall be afforded to the employee during this leave, provided they assume payment of the full premium of these plans. **Premiums must be prepaid before the leave commences.**

(b) Notice of intention to return, or to renew, shall be given by the **Union** at least sixty (60) calendar days in advance of the expire of leave.

7.13 Compensation for Union Duties

(a) Time spent by up to five (5) employees at **Joint** Labour Management Committee meetings and up to three (3) employees at **Joint** Occupational Health and Safety Committee meetings shall be paid. Overtime and minimum call-in provisions shall not apply.

(b) Time spent by the Steward at all meetings with the Employer through the grievance procedure shall be paid. Overtime and minimum call-in provisions shall not apply.

(c) Four (4) employees engaged in Collective Bargaining with the Employer shall not lose wages or benefits for time spent during regularly scheduled hours. The Union shall ensure that at least one **(1)** of the Bargaining Committee positions is held by a student employee. Provisions for meal allowances shall apply as per Article **24.06** when the **P**arties mutually agree to work outside regular working hours.

(d) Time spent by up to two **(2)** unionized employees appointed by the **U**nion on each hiring committee shall be paid. Overtime and minimum call-in provisions shall not apply.

ARTICLE 8 – RESPECT IN THE WORKPLACE

8.01 **The Employer is committed to providing a work environment which promotes respect and is free from all forms of bullying and harassment, and is supportive of the dignity, self-esteem and productivity of every employee. Any form of bullying or harassment of, or by, employees while engaged in activities pertaining to the workplace will not be tolerated and is absolutely prohibited.** The Employer recognizes its responsibility to maintain a safe work environment that is free from discrimination and harassment. **Reasonable decisions related to job duties, workloads, deadlines and performance management, or the respectable direction of workers and the workplace are usually not considered bullying and harassment. The Parties hereby subscribe to the principles of the BC Human Rights Code of British Columbia.**

8.02 **Workplace Discrimination**

(a) The Employer agrees that there shall be no discrimination exercised or practiced with respect to any employee, by reason of **Indigenous identity,** age, colour, place of origin, ancestry, political **belief** or religio**n**s, gender **identity or** expression, sex, sexual orientation, marital status, family status **criminal conviction** offenses except where it relates to a bona fide qualification due to the nature of employment, **source of income, and mental or physical disability**.

(b) No employee or applicant for employment shall be required to submit to a blood test, lie detector test, or any other test for illness or drug dependency, except where it prevents the Employer from complying with Article 2**6**.**0**1.

(c) The provisions of Article 8.02(a) shall not apply with respect to a refusal, limitation, specification, or preference based on a bona fide occupational requirement.

(d) The provisions of Article 8.02(a) shall not apply as it relates to age, to a bona fide scheme based on seniority, or as it relates to marital status, physical or mental disability, or sex, to the operation of a bona fide group or employee insurance plan, whether or not the plan is the subject of a contract of insurance between an insurer and the Employer.

8.03 Workplace Harassment

(a) The Employer agrees there shall be no harassment of employees, or employee's representatives **related to the grounds** types listed in Article **8**.**0**2.

(b) Sexual harassment shall be defined as any sexually oriented behaviour of a deliberate of negligent nature which creates a hostile or poisoned working environment. It includes, but is not limited to:

(i) any unwanted sexual solicitation, **physical contact,** attention, or advance;

(ii) implied or expressed promise or reward for complying with a sexually oriented request; or

(iii) implied or expressed threat of reprisal, actual reprisal, or the denial of opportunity for the refusal to reply to a sexually oriented request; or

(iv) sexually oriented remarks or behaviour which may reasonably be perceived to create a hostile or poisoned working environment

(v) denigration because of gender, gender identity or expression

(c) Gender harassment shall be defined as an offensive comment and/or action which demeans an individual or causes personal humiliation, on the basis of sexual orientation or gender **identity or expression**, and creates a hostile or poisoned working environment.

(d) Racial/ethnic harassment shall be defined as an offensive comment and/or action which demeans an individual or causes personal humiliation, on the basis of ethnicity, colour, or place of origin and creates a hostile or poisoned working environment.

(e) Harassment shall be further defined as offensive comments, or actions which belittle an employee' s work, demeaning the individual or causing personal humiliation and creating a hostile or poisoned work environment.

(f) Harassment shall be further defined as an offensive comment and/or action which demeans an individual or causes personal humiliation **as related to the grounds** listed in Article **8.0**2, and creates a hostile or poisoned work environment.

8.04 Reporting an Incident

(a) The Parties agree that any allegation of bullying or harassment under this Article should be dealt with in an expeditious manner, and they will encourage their respective representatives to do all they can to ensure that delays in dealing with such allegation are minimized. The process must be fair, consistent and expeditious.

(b) This procedure is not intended to preclude any other existing recourse that may be available to an employee *(e.g. redress through the Collective Agreement, a Human Rights complaint, criminal charge, or civil litigation).*

(i) an employee (the "Complainant") who considers that they have been subjected to workplace harassment is encouraged to bring the matter to the attention of the person (the "Respondent") believed to be responsible for the conduct and let the Respondent know that the conduct is unwelcome or discriminatory. If the Complainant does not wish to bring the matter directly to the attention of the Respondent, or if such an approach is attempted and does not produce a satisfactory result, the Complainant may lodge a written complaint with the Employer as soon as possible. The Employer will advise the Union before proceeding with their investigation. The Complainant may also initiate a grievance pursuant to the grievance procedures of the Collective Agreement.

(ii) for the purpose of this Article, an Investigator must be trained to conduct investigations. The Investigator conducting the investigation must be impartial and have no preconceived biases.

8.05 Meeting with Investigator

(a) A written complaint should include details of the incident(s), the name of the person(s) involved and any potential witness(es) and should be made in a timely manner after the alleged harassing conduct occurred. If a written complaint is provided, the Investigator will advise the Union Representative of the complaint. The Union Representative may, at the employee's sole discretion participate in the confidential investigation of the complaint.

(b) The Complainant may withdraw from any further action in connection with the complaint at any stage regardless of whether or not the complaint is made in writing. Where the Complainant chooses to withdraw from the complaint procedure, the Employer, in its sole discretion, may continue to deal with and investigate the complaint.

8.06 Interim Actions

If an employee alleges harassment or discrimination has occurred, the Complainant may request they discontinue contact with the alleged harasser pending determination of the complaint under this Article or a grievance under this Collective Agreement. Upon receiving such a request, the Employer will consider the circumstances of the situation and make a determination as to whether this will occur, this shall be in the Employer's sole discretion. The Employer will inform the Union the course of action it intends to take.

8.07 Confidentiality

To protect the interest of the Complainant, a Respondent and others who must report incidents of workplace harassment or discrimination, each employee of the Employer, and any Union representatives involved, have a duty to maintain reasonable confidentiality throughout the process. Information and documents relating to a complaint will only be disclosed to the extent necessary to carry out the procedures set out in this Article or as is required by law.

8.08 Remedy for Leave of Absence

(a) If the resolution of a grievance establishes that harassment has occurred, the Employer agrees that paid leave may be a part of compensation offered to the griev**or**, depending upon the severity of the incident and the Employer's level of responsiveness in preventing the harassment from occurring in the workplace.

(b) If the resolution of a grievance establishes that sexual assault occurred, the Employer agrees that paid leave shall be granted for compassionate purposes and that additional paid leave may be part of the compensation offered to the grievant depending upon the severity of the incident and the Employer's level of responsiveness in preventing the assault from occurring in the work place.

(c) If the resolution of the grievance establishes that sexual assault or harassment has occurred the Employer agrees that any sick leave taken or shifts missed during the grievance procedure shall be considered paid leave for up to two (2) days.

8.09 Duty to Accommodate

Duty to accommodate is a legal obligation to modify rules, policies, practices, physical space and systems that have a negative impact on an individual or group protected under the B.C. Human Rights Code.

The Employer, the Union and its employees each have a responsibility to cooperate in the accommodation process when an employee requests to be accommodated, to the point of undue hardship, in accordance with B.C. Human Rights Code. The Employer agrees to consult with the Union if an accommodation is required.

ARTICLE 9 - SENIORITY

9.01 **Seniority**

(a) Seniority shall be defined as continuous length of service in the **b**argaining **u**nit for all **employees**, counted from the date and time of hiring as an employee of the Employer in the **b**argaining **u**nit and shall include service as an employee with the Employer prior to certification or recognition of the Union.

(b) For the purpose of shift **selection**, the employee's seniority is based on the date of hire within that position in the department.

(c) Seniority shall be given prime consideration in determining preference or priority for hiring, layoff, recall, vacation scheduling, allocation of unscheduled hours or any other such working condition set out in this Agreement.

9.02 **Seniority Maintained**

Seniority shall be maintained and accumulated during absence from work due to sickness, disability, occupational and non- occupational injury, layoff, labour dispute, jury duty, Collective Bargaining negotiations, vacation and approved leave of absence**s**, including leave to hold public office, union position, or for incarceration for actions taken at the behest of the Employer.

9.03 **Loss of Seniority**

Seniority and employment shall only be lost if the employee:

(a) voluntarily resigns from the employ of the Employer;

(b) over-stays authorization leave of absence except by reason of force majeure.

(c) declines recall as per Article **11.04.**

(d) is discharged and not reinstated **under the terms of this Agreement**.

9.04 **Seniority Lists**

The Employer shall maintain, update and provide a overall seniority list for each **department** by position and provide them to the Union **on Feb. 1st, June 1st and Oct.**

1st (or upon reasonable request). Said lists will commence with the most senior employee, carry on downward to the most junior employee, including probationary employees, and contain the following information:

(a) employee's name **and employee number**;

(b) employee's original hire date and hire date in the position in question;

(c) employee's classification, **employee status,** position, and regular rate of pay including **five percent (**5%**)** vacation pay; and,

(d) phone numbers, e-mail and postal addresses, unless the employee specifically requests otherwise.

ARTICLE 10 – JOB POSTINGS, HIRING PROCEDURES AND JOB SHARING

10.**0**1 The terms of this Article do not apply to the hiring of an **E**mergency **F**ill- in employee. Once the need has been established per **Article 1.01(l)(iii)(1)**, the Employer must approve the hiring of any specific individual for **E**mergency **F**ill- in position.

10.**0**2 For **E**xternally funded temporary positions, where funding for the position is dependent on hiring procedures established by the funding agency, the provisions of this Article shall not apply.

10.**0**3 **Job Postings**

(a) When a job vacancy occurs, or a new position is created, the Employer shall post the position in a prominent place for at least seven (7) calendar days.

(b) Job postings shall include the following: nature of position, qualifications, required knowledge and educational skills, wage, or salary rates or range, and any other hiring criteria as determined by the Employer in consultation wit h the Union. All job postings shall state "the University of Victoria Students' Society is an equal opportunity Employer" and shall state that the position is unionized.

10.**0**4 **Hiring Committee**

(a) The Hiring Committee's role is to:

(i) ensure compliance with the hiring policies and practices approved through the **J**LMC; and,

(ii) make recommendations to the Employer for the position(s) being filled.

(b) The **H**iring committee shall consist of:

(i) for **S**tudent roles: at least one **(1)** member of the **b**argaining **u**nit chosen by the **Union**.

(ii) for **T**erm roles: at least one **(1)** member of the **b**argaining **u**nit chosen by the Union.

(iii) for **P**ermanent roles: two **(2)** members of the **b**argaining **u**nit, chosen by the Union.

(c) The Union may waive its right, without **prejudice or** precedent, to have **one of the** Union chosen representative**s** sit on a **H**iring committee where there are no internal applicants for the position.

(d) If a **H**iring committee is more than one **(1)** person the **H**iring committee shall consist of at least one self-identified woman, Two-Spirit, trans, or non-binary person, or two **(2)**, if the hiring committee has four (4) or more members.

(e) The **H**iring committee shall not exceed five (5) members.

10.**0**5 **Internal Hiring**

For the purposes of hiring, the definition of "internal employee" shall not include Term Employees **unless applying for permanent positions**, nor probationary employees during their initial probation period.

(a) Internal employees shall be preferred candidates for all open positions. When more than one **(1)** employee meets all of the required qualifications for the position, the position shall be awarded to the applicant with the greatest seniority. The Employer agrees not to short list or interview any external candidates unless there is no internal candidate who meets all of the required qualifications.

(b) An internal employee who is the successful applicant for the vacant position shall complete a three (3) month probationary period. The probationary period may be extended by mutual agreement. If the employee is not satisfied, or is unable to meet the specific job requirements of the position during the probationary period, the employee shall retain their level of seniority for their former position, and shall be eligible for any vacant shifts and shall participate in the next rescheduling meeting. Upon successful completion of the probationary period, the employee shall be considered to have resigned from former seniority lists.

10.**0**6 **External Hiring**

The **H**iring committee shall review and evaluate the applicants on the basis of qualifications pertinent to the job requirements, previous work performance, and the criteria as stated in writing by the Employer.

10.**0**7 **Union Information**

(a) When the Employer supplies information about potential employment in the **b**argaining **u**nit, it shall include a brief statement about the Union, prepared by the Union.

(b) A member of the Union's Local Executive, or the Steward, shall be given the opportunity, during regular working hours, to meet with each new employee within the first month of their employment for the purpose of acquainting them with the responsibilities, benefits and obligations of union membership. The Union agrees there shall be no undue disruption of work.

10.**0**8 **Notification to Union**

The Employer shall report the hiring of new employees to the Union.

10.**0**9 **Probationary Period**

(a) New employees shall work through a probationary period. The Employer shall inform new employees of this period at the time of hiring and explain the nature of the probationary period.

(b) The initial four (4) months of employment as a new employee shall be a probationary period.

(c) As per Article **10.05(b)**, the probationary period for **internal** employees transferring or changing to a new position, category or Division shall be three (3) months.

(d) The Employer shall provide a new probationary employee with a written evaluation of their performance half way through the probationary period. The Employer shall provide an internal probationary employee with a written evaluation before the end of the probationary period. The format of the evaluation shall be negotiated at the **Joint** Labour Management Committee meeting.

(e) If requested by an employee, a Steward shall be present when performance reports are given and/or discussed.

(f) An employee's probationary period may only be extended with the mutual consent of the Employer and the Union. If requested by an employee, a Steward will be present during any discussion with the employee regarding extending the probationary period.

(g) **Newly hired p**robationary employees shall be subject to all the provisions of this Agreement. The employment of such employees may be terminated with**out** just cause during the probationary period**, provided that the Employer's decision to terminate is not arbitrary, discriminatory or done in bad faith. If termination occurs in the fourth month of the probationary period the employee shall be entitled to pay in lieu of notice as per Employment standards.**

(h) After completion of an employee's initial probationary period, seniority shall be effective from the original date and time of the employee first being hired in that position.

10.10 Job Sharing

Job Sharing is an alternative work arrangement whereby the duties and responsibilities of a position may be structured in a manner that accommodates the employment of two (2) employees on a work/time sharing basis. The following shall apply:

(a) Upon one (1) month's written notice by the employees of the **b**argaining **u**nit, the duties of a position may be shared between two (2) employees on a part-time permanent basis. The Employer shall not unreasonably withhold permission. Such

job sharing arrangements shall be by mutual agreement between the Management and the Union.

(b) All written requests for job sharing shall specify the proportion of hours and duties assumed by each employee on job sharing as well as the expected duration of the job share arrangement, and the position of each participant when the job share terminates. The rate of pay for the specific position being shared shall apply to both participants of the share arrangement.

(c) Employees on job sharing shall be deemed to be part-time permanent employees under Article **1.01(h)(ii)** and will not be excluded from the **b**argaining **u**nit, but will both be entitled to benefits as applied to permanent employees working twenty (20) hours a week minimum.

(d) Prior to granting any job share arrangement, the Employer shall first ensure that permanent employees not engaged in job shares are able to access full time hours, per Article **12.02**.

ARTICLE 11 - LAY- OFF AND RECALL

11.**0**1 **Layoff**

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

(b) If a reduction of staff or hours is under consideration the Employer shall call a meeting with the **Joint** Labour Management Committee to discuss the proposed layoff.

(c) Employees shall be laid off in reverse order of their seniority as defined in Article **9**. Providing that an employee has previous experience in an operation they shall be eligible for any available shifts and shall participate in the next rescheduling meeting. The employee is responsible for notifying the Employer of any previous experience and the intention to return to work.

11.**0**2 **Bumping Rights**

(a) Within forty-eight (48) hours after being notified under Article **11.01** that they occupy a position designated for layoff the employee shall either accept the layoff or indicate in writing their desire to bump into a different position within the same classification or, if no other positions exist, a position in a lower class. The employee must have the required qualifications to perform the work in question. All determinations of required qualifications shall be made by the Employer in a fair and equitable fashion.

(b) An employee displaced by bumping shall, in turn, have the right to accept the layoff, or have the right to bump an employee with less seniority within the same classification, or, if no other positions exist, a position in a lower class subject to the provisions of **Article 11.02(a)** above.

11.**0**3 **Notice of Layoff**

(a) The Employer shall give notice to the Union of the date of any layoff as defined in **11.01(a)**.

(b) Any employee who is laid off shall receive one (1) month's pay for every month or partial month that notice is deficient.

Required notice for permanent employees that have worked a minimum of nine (9) months shall be at least three (3) months. Required notice for permanent staff that have worked for less than nine (9) months, **T**erm, **P**robationary and **S**tudent employees shall be at least one (1) month.

(c) For summer layoff of student employees (between the months of May and August inclusive) the Employer shall give at least one (1) month notice. The provisions of Article **11.02** do not apply to summer layoff of **S**tudent employees.

Student employees on summer layoff are eligible to return to work during the summer according to the provisions under Article **11.02**.

(d) An employee who is laid off shall receive all benefits enjoyed prior to layoff and maintain their unused vacation allotment.

11.**0**4 **Recall**

(a) The Employer shall maintain a recall list of laid-off employees. Each laid-off employee shall be placed on the appropriate list and maintained there until recalled, or for **six (6) months**. In the event a laid off employee has been on the recall list for six (6) months and refuses a recall, such an employee shall be deemed to have voluntarily resigned**. Employees may request to remain on the recall list for an additional 18 months, but they will not receive any benefits provided before the layoff during this extended period.** An up-to-date copy of the recall list shall be made available to the Union.

(b) Employees on each recall list shall be listed and recalled in order of seniority.

(c) The Employer shall not hire new employees until a recall list no longer exists for the classification, or a reasonable attempt has been made to contact all employees on the recall list. For the purpose of this Article, 'reasonable attempt' means personal contact is preferred, secondly a phone message, text, or e-mail is left, and if unsuccessful at least three **(3)** separate attempts shall be made.

(d) It shall be the responsibility of the employee on the recall list to keep the Employer informed of their current contact information.

11.**0**5 **Temporary Closure**

Should the SUB, or a portion thereof, be temporarily closed due to expansion, repairs or scheduled utility disruptions, the Employer agrees to provide one (1) month layoff notice. The Employer shall make every effort to relocate operations and minimize the impact on the employees.

ARTICLE 12 - SCHEDULING AND HOURS OF WORK

12.01 Scheduling

(a) Work schedules for each of the operational units shall be drawn up by the Employer from time to time, but limited to up to **one (1)** time per school term **as well as one (1) time** for the exam periods in December and April.

(b) Shifts shall be allotted for each respective position according to a seniority list for each position. The most senior person in the position shall have first choice of one **(1)** shift followed by the next most senior, and so on. When all the employees in a **department** position, who are not laid off, have chosen a shift, the process shall start again f rom the top of the seniority list.

(c) Where the **P**arties agree that permanent employee positions **that** require less than a full workweek (as defined in **Article 12.02(a)(i)**), employees in those positions shall be given the first opportunity to take on other **permanent** part- time positions in order to maximize their hours to a full workweek. Available opportunities shall be awarded on the basis of qualifications, seniority, and the ability to schedule the positions in a complementary manner.

12.02 Hours of Work, Permanent Employees

(a) Full-time Permanent Employee

(i) **t**he workweek **for a full-time permanent** shall be thirty-five (35) hours. The workday shall not exceed seven (7) hours unless working a modified work week.

(ii) **full-time p**ermanent employees shall be permitted to have two (2) fifteen (15) minute paid **rest** breaks from work, one (1) in the first (1st) and one (1) in the second (2nd) half of the shift each working day. The Union agrees there shall be no undue disruption of work.

(b) Part-time Permanent or Term Employee

For a permanent **or term** employee working a schedule of less than thirty-five (35) hours per week, they shall be entitled to a fifteen (15) minute paid break for the first three (3) hours worked. Thereafter, for each hour worked, they are entitled to an additional five (5) minute paid break. These breaks shall be taken any time the employee chooses, provided there is no undue disruption of work. Total break time cannot exceed thirty (30) minutes for a seven (7) hour shift.

(c) No seven (7) hour shift shall be spread over a period longer than eight (8) hours with one (1) hour off for a meal break. This provision shall not apply to work schedules modified under Article **12.04**.

12.03 Hours of Work, Student Employees

(a) The Employer recognizes that shift flexibility is important to student employees, therefore no reasonable shift exchange request shall be denied. Shift changes must be recorded and approved in advance by the Department Manager or Supervisor. The **employee** approved for the shift is responsible for the shift and cannot abandon a scheduled shift, or portion thereof, in order to pick up more hours

(b) When an employee reports but is not required to work there will be a two (2) hour paid minimum.

(c) Staff meeting - one (1) hour paid minimum.

(d) Any employee working three (3) hours is entitled to a fifteen (15) minute paid break. Thereafter, for each hour worked, the employee is entitled to an additional five (5) minute paid break. These breaks shall be taken at any time the employee chooses, provided there is no undue disruption of work. Total break time cannot exceed thirty-five (35) minutes for an eight (8) hour shift.

(e) The work week for student employees shall be up to forty (40) hours.

(f) Student employees may be regularly scheduled or volunteer to work up to and including a total of ten (10) hours of work per day, provided that no single shift within that daily working period be longer than eight (8) working hours.

12.**0**4 **Modified Work Week**

(a) The Parties agree that the following positions require flexibility in scheduling, and shall be subject to the provisions of a "modified work week":

- **Policy,** Research and Communications Manager
- Department Manager – Felicita's
- Department Manager – Catering and Conferences
- Assistant Manager – Felicita' s
- Catering and Conferences Coordinator **and Assistant**
- Sous Chefs
- Chef de Parties
- Assistant Chef de Parties

(b) The Union and the Employer agree that current incumbent employees holding the positions of Chef de Parties and Assistant Chef de Parties will be given the option of working a modified work week or remaining on their normal schedule. All new hires for the positions of Chef de Parties and Assistant Chef de Parties will be included under the modified work week schedule.

(c) A "modified work week" for **full-time** permanent employees shall refer to a work schedule of not more than seventy (70) hours in a two (2) week pay period during which daily hours may exceed or fall short of the normal working day of seven (7) hours. Such a modified work schedule shall be by mutual agreement between the Union and the Employer and shall not be subject to Articles **12.05 (c) and (d)(i)** but shall be subject to **Article 12.09**.

(d) For **full-time** permanent employees working a modified work week, all time worked over seventy (70) hours in a two (2) week pay period shall be considered overtime.

12.**0**5 **Overtime and Overtime Compensation**

(a) Authorization of overtime can be approved by the department supervisor/manager within the bargaining unit in the absence of any management appointed by the Board of Directors of the Society. In doing so, prior to **the** approval**,** the department

supervisor/manager must first assess the amount of hours an employee has worked both daily and weekly. Once the department supervisor/manager knows the hours and it is deemed that the employee needed for work would qualify for overtime, that supervisor/manager must first attempt to schedule another employee. If there are no other employees available to fulfill the work required either on availability or short notice, then that supervisor/manager can approve the overtime for the said employee. Department managers shall notify Management of any overtime approved.

(b) All overtime shall be voluntary and by mutual agreement between the employee and Department Manager or Manager.

(c) **Full-time Permanent and Term Employees** - Overtime shall be defined as all authorized hours worked in excess of seven (7) hours in a day or thirty-five (35) hours per week. For the purposes of this **Article**, a week commences at 12:00 am on Sunday and ends at midnight Saturday.

(i) **t**he first **three** (**3**) hours of overtime in a day shall be **paid** at one and one half (1.5) times the regular hourly rate of pay.

(ii) **any additional hours worked over ten (10) hours in a day shall be paid at double (2x) time the regular hourly rate of pay.**

(iii) **work performed** on a sixth (6^{th}) consecutive day **shall be paid** at one and a half (1.5x) time **the regularly hourly rate of pay.**

(iv) **work performed on a seventh (7^{th}) consecutive day shall be paid at double (2x) time the regularly hourly rate of pay.**

(v) The employee may choose to have overtime compensated by overtime pay, or time off in lieu taken within **the same two (2) month period**.

(d) **Student Employees** – Overtime shall be defined as all hours worked in excess of eight (8) hours in one shift, ten (10) hours per day or forty (40) hours per week, regardless of the number of departments and/or Divisions in which they are employed. For the purposes of this **Article**, a week commences at 12:00 a.m. on Sunday and ends at midnight Saturday. Students shall not work overtime in any position unless the overtime work was authorized. For students employed in more than one classification, overtime shall be paid at the rate of the classification that generated the overtime hours.

(i) **t**he first **two (2)** hour**s** of **overtime in a day shall be** paid at **one and one** half **(1.5) times the regular hourly rate of pay**.

(ii) **any additional hours worked over ten (10) hours in a day shall be paid at double (2x) time the regularly hourly rate of pay.**

(iii) **work performed on a seventh (7^{th}) consecutive day shall be paid at double (2x) time the regularly hourly rate of pay.**

12.**0**6 **Call Back-Travel Time**

When an employee is called back to work after completing a regularly scheduled shift, travel time to and from work shall be considered time worked and shall be paid at the appropriate rate of pay, according to the total number of hours worked per day. The

Employer may first offer the shift to employees who have not yet worked that day or are still on the work site.

12.**0**7 **Rest Periods**

When the employee is required to work overtime, they shall receive a meal break of one half (1/2) hour paid at double **(2x)** time upon completion of two (2) hours overtime, provided that the shift or work day has not ended. For every additional four (4) hours of overtime, there shall be a one half (1/2) hour meal break paid at double time. Meal break of one half (1/2) hour at double **(2x)** the regular hourly rate on the sixth (6^{th}) and seventh (7^{th}) day worked or on a scheduled day off, will be given on the completion of each four (4) hours of overtime worked.

12.**0**8 **Overtime Compensation/Banking**

(a) The employee may choose to have overtime compensated by overtime pay, or time off in lieu taken within **the same two (2) month period. The Employer will not unreasonably deny employee's requests to take time in lieu.**

(b) In the event that a permanent employee, upon termination of employment has accrued paid vacation time and/or overtime still owing to them; the employee shall upon termination of employment receive payment equal to such accrual at the rate of pay effective immediately prior to the termination of their employment.

12.**0**9 **Overtime on Modified Work Week**

(a) Permanent Employees approved to work a modified work week shall be paid overtime for any hours in excess of seventy (70) hours in one **(1)** pay period as follows:

(i) the first ten (10) hours of overtime shall be paid at one and one half (1.5) times their hourly rate;

(ii) any additional hours worked shall be paid at two (2) times their hourly rate.

12.10 **Dropping Shifts**

(a) Upon receipt of two (2) weeks' notice of a**n employee** choosing to drop a shift(s), Management shall fill the specified shift(s) on a permanent basis.

(b) The **employee** is responsible to maintain the shift(s) for three (3) weeks from delivery of notice.

(c) Management shall endeavour to fill the shift(s) within two (2) weeks.

12.11 Partial Remote Work

Remote work refers to an alternative work arrangement under which UVSS Permanent and Term employees perform their duties and responsibilities from an alternate location other than a UVSS designated worksite.

(a) Remote work is not a right or an entitlement of the employee unless agreed upon in connection with the duty to accommodate.

(b) **The participation in this alternative work arrangement shall be limited to functions which, according to the UVSS and the Union, can be carried out from home. The employee's position must be such that the majority of their daily job duties be effectively performed at a site other than the traditional office of the employee.**

(c) **Remote work arrangements are subject to regular review (at least semi-annually) and may be terminated by either Party at any time with reasonable notice.**

(d) **Rights, obligations and responsibilities of the Parties will be agreed upon in advance of any remote work arrangement coming into effect. Any arrangements may be modified with the mutual agreement of the employee, the Union and the Employer representative.**

(e) **Management has the ability to grant temporary (five (5) days or less) remote work arrangements to employees.**

ARTICLE 13 - PAID HOLIDAYS

13.**0**1 **Statutory Holidays**

(a) The following days are designated as paid Statutory Holidays:

New Year's Day	Labour Day
Family Day	**National Day for Truth and Reconciliation**
Good Friday	Thanksgiving Day
Victoria Day	Remembrance Day
Canada Day	Christmas Day
B.C. Day	

(b) **To be eligible for statutory pay, employees must have completed thirty (30) calendar days of employment and have worked or earned wages, such as through paid vacation days or another statutory holiday, for at least fifteen (15) of the thirty (30) days preceding a statutory holiday.**

(c) The Employer recognizes any additional holidays declared by the Government of Canada or the Government of British Columbia, or any day observed by the Employer in lieu of such a day.

(d) **Work on Statutory Holidays – employees eligible for statutory pay and who are required to work on a Statutory Holiday will be compensated at one and one half times (1.5X) their regular rate of pay for the hours worked.**

13.**0**2 **Office Holidays**

The following days are designated as paid Office Holidays:

International Women' s Day	December 28th
Easter Monday	December 29th
December 24th	December 30th
Boxing Day	December 31st
December 27th	

13.03 Holidays Falling on Saturday or Sunday

In the event that a holiday occurs on a Saturday or Sunday, the Monday following shall be considered the holiday, except where the Saturday or Sunday falls within the December 24th to December 31st period.

13.04 Ceremonial/Spiritual Observance

(a) The Employer recognizes that an employee may, for religious reasons, wish to observe holidays in lieu of those listed in **Article 13**. In such cases, the employee shall be entitled to observe such alternate holidays subject to ten (10) days written notice.

(b) There shall be provisions made for employees to attend any memorial celebrations that the Employer attends without undue disruption of work.

13.05 Work on Office Holidays

(a) Permanent and Term Employees

(i) Permanent **and Term** employees shall be entitled to the above **office** holidays, or a day in lieu of the above **office** holidays by mutual agreement, at their regular rate of pay **based on the average days pay as per Employment Standards**.

(ii) **a P**ermanent **or Term** employee who is required to work on an office holiday may choose: pay at double time and one (1) paid day off; or pay at straight time and two (2) paid days off. Time of**f** shall be by mutual agreement. The Union agrees there shall be no undue disruption of work.

(b) Student Employees

Employees who work on an office holiday shall be entitled to a premium rate of two dollars **and fifty cents** ($2.**5**0) extra per hour worked. Employees that do not qualify for statutory holiday pay shall be entitled to a premium rate of four dollars ($4.00) per hour worked on the statutory holiday.

(c) Temporary Employees

Temporary employees, depending on their category, are entitled to the following on office holidays:

(i) **f**ull-time emergency fill-in, replacement and externally funded employees who work on office holidays shall be entitled to a day in lieu by mutual

agreement, at their regular rate of pay for their normal number of daily working hours.

(ii) **f**ull-time emergency fill-in, term, replacement and externally funded employees who are required to work on office holidays shall receive pay at double time.

13.06 Holiday Coinciding with a Day of Vacation/Flex

When a permanent employee is on vacation or a flex day and an office holiday occurs during that period, the office holiday shall not count as a day of vacation or a flex day. Such vacation day or flex day shall be taken at a later date to be scheduled by mutual agreement.

13.07 Extenuating Circumstances

(a) In the event of unforeseen environmental conditions, utility disruptions, natural disasters, Provincial Health Orders, transit shutdowns, UVIC closures, force majeure or other reasons beyond the control of the employees covered by this Agreement, the Employer will issue notice to employees to cease work, and deem temporary closure and the following will apply:

(i) Permanent and Term employees will continue to receive full wages, rights and benefits during the closure to a maximum of three (3) days or any shifts occurring within that three (3) day period except in the circumstances contemplated under Article 13.01, 25.01, or any paid leave of absence.

(ii) student employees would be paid for any shifts scheduled during the same three (3) day period.

(b) In the event that a closure is announced after the work day has started all departments shall suspend operations and release employees for the duration of the closure unless an exception has been made by JOHSC and the employee has agreed to remain after the closure.

(c) No employee shall be compelled or requested to remain on-site under this Article and the Union shall be promptly notified of such closures.

(d) The Employer will involve the JOHSC to complete a risk assessment and convey closure times to the Union and the employees in a timely manner. In the event that time is needed for food preparation or storage, the Employer will involve the JOHSC to establish a reasonable time for employees to complete these tasks which shall not exceed four (4) hours.

(e) Employees already approved/planned to be working from home these days are not impacted by this Article. Employees that were already booked off these days as vacation would not have their vacation days credited.

ARTICLE 14 - LEAVE OF ABSENCE

14.01 General Leave

(a) The Employer may grant a permanent employee general leave of absence for up to one (1) calendar year without pay, after having been in the employ of the Employer for no less than two (2) years. Thirty (30) days written notice is required.

(b) The Employer may grant a student employee general leave of absence for up to one (1) calendar year without pay, after having been in the employ of the Employer for no less than six (6) months. Two (2) weeks written notice is required. Written notice shall advise the Employer of the desired start date, the length of the general leave requested, and the date of return. By mutual agreement, such leave may be extended. The employee shall be reinstated at their previous level of employment. No reasonable request shall be denied.

(c) **In addition to the above, u**pon written request of four (4) calendar weeks, a student or term employee may be granted general leave without pay for a maximum of fourteen (14) days per calendar year. No reasonable request shall be denied. The Employer shall give written notice to employees to serve as a reminder for the general leave request deadlines.

(d) For the purpose of this Article, General Leave may be extended by mutual agreement.

(e) If the employee fails to extend the General Leave of absence and does not show up to work on the scheduled shift or has not communicated to their Manager, then that employee shall be deemed to have resigned from the position in question.

14.02 Benefits and Membership While on General Leave

(a) It shall be the responsibility of the employee to prepay the total cost of benefit premiums prior to the commencement of the leave. **If arrangements are not made within thirty (30) days from the start of the leave, benefits plans will be cancelled.**

(b) Membership in the society is not required to be maintained during the general leave period.

14.03 Unpaid Leave for Exams

Student employees shall be granted leaves of absence without pay for the purpose of writing exams at the University of Victoria, Camosun College, or other educational institutions. Four (4) weeks written notice shall be given to the Society to ensure scheduling levels are maintained.

14.04 Summer Leave of Absence for Student Employees

(a) A student employee, upon written request, shall be granted a leave of absence without pay for four (4) months, from May to August, provided the employee plans to resume their status as an active member in good standing in the UVSS in

September of that year. The Employer shall attach a Summer Leave of Absence form to every student employee's pay cheque by the last pay period in February.

(b) A summer leave of absence will commence on May 1st and end at 4:30 pm on the day prior to the first day of **Fall** Session undergraduate classes at the University of Victoria.

(c) If the Employer does not receive an employee's summer leave of absence request by 4:30 pm on the 1st day of April and the employee does not take a regular shift on the following work schedule then that employee shall be deemed to have resigned from the position in question.

(d) An employee who does not indicate their hours of availability for scheduling during the school term commencing September, by 4:30 pm on the 1st day of August shall be deemed to have resigned from the position in question.

(e) If the employee fails to extend the Summer Leave of absence and does not show up to work on the scheduled shift or has not communicated to their Manager, then that employee shall be deemed to have resigned from the position in question.

14.05 **Summer Vacancies**

(a) When a student staff vacancy occurs during the period May 1st to August 31st and the Employer determines that there is an adequate number of staff in the affected area, vacant shifts shall be offered to active **employees** in the operation in descending order of seniority.

(b) If staff levels are not adequate, vacant shifts remaining shall be offered, in descending order of seniority, to employees f rom within the operation who work in the affected area but who are on summer leave and who have indicated in writing their willingness to work. If vacant shifts still remain, then the position may be posted and new employees hired.

(c) During any rescheduling in the above period, no employee who had been active and not on summer leave shall be required to take a reduction in hours as a result of employees returning from summer leave.

(d) Employees on summer leave or recall who are willing to work may apply for another position with the Employer but shall remain on summer leave from their previous positions until the end of the summer. Such an application shall be considered in the same manner as that of any employee who is not on summer leave.

14.06 **Leave for Work Terms and Practica**

(a) A leave of absence without pay shall be granted for employees who are enrolled in a credit academic program that requires the employee to participate in work terms, practica or other full- time work programs that prevent the employee from carrying out their duties for the Employer.

(b) Four (4) calendar weeks written notice shall be given to the Employer to ensure scheduling levels are maintained. The Employer shall give written notice to employees to serve as a reminder for the general leave request deadlines.

14.07 Jury Duty

Permanent employees who are required by law to serve as jurors or witnesses, or permanent employees who have been called but not chosen for duty, in any court, shall be granted leave of absence with pay for the time spent at those duties. Student and term employees shall similarly be granted leave with pay for scheduled shifts missed.

14.08 Voting Leave

Employees shall be allowed four (4) consecutive hours off before the closing of polls in any Federal, Provincial, or Municipal election or referendum without loss of pay.

14.09 Pregnancy Leave

(a) **A pregnant employee who requests pregnancy leave shall have the entitlements as outlined in Part 6, Section 50 of the Employment Standards Act of BC, without loss of seniority:**

(i) **seventeen (17) consecutive weeks of unpaid leave, unless the employee requests a shorter period;**

(ii) **an employee who requests leave under this Article after the termination of the employee's pregnancy is entitled to up to six (6) consecutive weeks of unpaid leave, which must be taken during the period that begins on the date of the termination of the pregnancy and ends no later than six (6) weeks after that date.**

(iii) **up to six (6) additional consecutive weeks of unpaid leave, if for reasons related to the birth or termination of the pregnancy, the employee is unable to return to work when the employee's leave ends under Article 14.09(a)(i)(ii).**

(b) The **request for** pregnancy leave shall be determined at the discretion of the employee. Employees shall give at least four (4) weeks' notice **in writing to the Employer before the day the employee proposes to begin the leave**. In cases where there is an unexpected **need to start** the pregnancy **leave earlier than planned,** less than four (4) weeks' notice will be acceptable.

(c) **If an employee proposes to return to work earlier than six (6) weeks after giving birth, the Employer may require the employee to have their medical practitioner provide a medical certificate stating the employee is able to resume work.** Employees may be granted up to one (1) year additional pregnancy leave without pay **upon written request**.

(d) If an employee is terminated **(without cause)** or laid off after their return from pregnancy leave and before they are eligible for full Employment Insurance benefits, the Employer shall make up the number of weeks necessary to ensure full eligibility.

(e) A pregnant employee who wishes to continue working during the period of pregnancy shall not be denied that right.

(f) No employee shall be severed or lose benefits due to pregnancy leave.

14.10 Pregnancy Leave Top-Up Benefit

(a) A birth parent who qualifies for pregnancy top up pregnancy benefit must be:

(i) a permanent employee, and

(ii) is employed for at least six (6) consecutive months with the Employer, and

(iii) is not on layoff or leave of absence

(iv) was approved to receive Employment Insurance benefits pursuant to Section 22 of the Employment Insurance Act.

(b) Upon qualifying, the employee is entitled to the following:

(i) Up to fifteen (15) weeks of Top-up benefit, provided they have applied for and are eligible to receive up to fifteen (15) weeks of Employment Insurance pregnancy benefits. The Top-up benefit will be paid as follows:

1. The Employer shall pay the difference between Employment Insurance benefits and eighty percent (80%) of regular **basic** earnings provided the employee returns to work for a minimum of one (1) year.

2. The Top-Up benefit will be paid when eligible employees provide proof that they are receiving Pregnancy Employment Insurance.

14.11 Parental Leave

(a) An employee requesting parental leave shall have the entitlements as outlined in Part 6, Section 51 of the Employment Standards Act of BC, without loss of seniority:

(i) in the case of a birth parent, up to sixty-one (61) consecutive weeks unpaid leave in addition to their entitlements per Article 14.09(a), or

(ii) for a parent, other than an adopting parent, who does not take pregnancy leave in relation to the birth of the child or children with respect to whom the parental leave is to be taken, up to sixty-two (62) consecutive weeks unpaid leave within the seventy-eight (78) week period immediately following the birth, or

(iii) in the case of an adopting parent, up to sixty-two (62) consecutive weeks unpaid leave within the seventy-eight (78) week period immediately following the date the child or children are placed with the parent.

(b) The **request for** parental leave shall be determined at the discretion of the employee. Employees shall give at least four (4) weeks' **notice in writing to the Employer before the day the employee proposes to begin the leave**

(c) Employees may be granted up to one (1) year additional parental leave without pay **upon written request**.

(d) No employee shall be severed or lose benefit s due to parental leave.

14.12 Parental Leave Top-Up Benefit

(a) A birth parent, co-parent, or adopting parent, who qualifies for parental leave top-up benefit must be:

(i) a permanent employee, and

(ii) is employed for at least six (6) consecutive months with the Employer, and

(iii) is not on layoff or leave of absence

(iv) was approved to receive Employment Insurance benefits pursuant to Section 23 of the Employment Insurance Act.

(b) Upon qualifying, the employee is entitled to the following Parental Leave Top-up benefits:

(i) up to thirty-five (35) weeks of Parental Leave Top-Up benefit, provided they have applied for and are eligible to receive up to thirty-five (35) weeks of Employment Insurance parental benefits. The Parental Leave Top-Up Benefit will be paid as follows:

1. The Employer shall pay the difference between Employment Insurance benefits and eighty percent (80%) of regular **basic** earnings for the period of time the employee is eligible for **Parental Employment Insurance** benefits provided the employee returns to work for no less than one (1) year.

2. The Top-Up benefits will be paid when eligible employees provide proof that they are receiving Parental Employment Insurance.

3. The Supplementary Benefits for employees described in this Article are contingent on the employee applying for the maximum Employment Insurance benefits available to the employee under the Canada Employment Insurance Act.

Note: It is further understood between the **P**arties that if an employee returns **from pregnancy or** parental leave and goes back on **pregnancy or** parental leave prior to returning to work for one (1) year they will still be entitled to the top up under **14.10 and 14.12**. **However, the uncompleted work period from the first leave will be added to the required one (1) year work period after the second leave is completed.**

14.13 Choosing Not To Return To Work

At least one (1) month before the end of the leave, the employee must inform the Employer in writing if they intend to resign and not return to work. If the employee

resigns or does not work for the required period to receive a top-up benefit, the employee will be responsible for reimbursing:

(a) Benefit premiums for the period of leave taken, or on a pro-rated basis if the employee returned for a period, and

(b) Any top-up benefits received by the employee, or on a pro-rated basis if the employee returned for a period.

14.14 Personal Leave

(a) In each calendar year the Employer shall grant permanent and term employees personal leave with pay, without loss of seniority for the following reasons and corresponding lengths of time in optional half-day increments. Employees must apply for and receive prior approval.

- employee's marriage or formal partnership ceremony three (3) working days;
- legal separation, divorce, or formal partnership separation one (1) working day;
- serious household or domestic emergencies and household moves (with only one day per calendar year to be used for a household move) two (2) working days;
- child care or other child related responsibilities including an immediate family member or immediate family related responsibilities – eight (8) working days;
- Canadian citizenship leave one (1) working day;
- under severe weather conditions, where unsafe to drive or no transit – one (1) day, or longer if transit is not running.
- **Indigenous celebration for self-declared Indigenous employees for traditional events such as hunting, fishing, harvesting and spiritual traditions – one (1) paid day and up to four (4) unpaid days.**

(b) In each calendar year the Employer shall grant a student employee personal leave with pay, without loss of seniority, for the following reasons from the shifts occurring within the corresponding amounts of time, in optional half-day increments. Employees must apply for and receive prior approval.

- serious household or domestic emergencies two (2) working days;
- child care or other child related responsibilities including an immediate family member or immediate family related responsibilities three (3) working days;
- Canadian citizenship leave one (1) working day.

14.15 Incarceration Leave

(a) Not Related to Employment - In the event that the employee is jailed awaiting a court appearance, they shall be entitled to an automatic leave without pay, but without loss of seniority.

(b) Related to Employment - If an employee is incarcerated as a result of taking actions directed by the Employer, the Employer shall grant a paid leave of absence without losses of seniority, for the duration of the incarceration.

14.16 Medical and Dental Care Leave

Where it is not possible for a permanent employee to schedule medical and dental appointments outside of regularly scheduled working hours, reasonable time off for medical and dental appointments for employees shall be permitted. Where any such absence exceeds two (2) hours, the full-time absences shall be charged to the employee's sick leave entitlement.

14.17 Bereavement Leave

(a) A permanent employee shall be granted five (5) regularly scheduled working days without loss of wages, and student and term employees shall be granted any regularly scheduled shifts occurring within a five (5) day period, without loss of wages, in the case of the death of a family member (including loss of pregnancy).

(b) **"Family Member" is defined as the employee's spouse, child, parent, grandparent, grandchild, sibling, guardians (including former) and ward of an employee. It includes common-law partners, step-parents, and step-children, pibling, nibbling, cousins, or a similar relationship created through a step-relationship, in-law relationship, or foster relationship, and any person who lives with an employee as a member of the employee's family or is publicly recognized as a member of the employee's family. A family member also includes an individual who is like a close relative to the employee, whether or not they are related by blood, adoption, marriage, or common law relationship. Reasonable requests pursuant to this Article must not be refused.**

(c) Reasonable travel time shall not be paid, but shall be extra time away from work not included in the bereavement leave. A permanent employee shall be granted a one (1) day leave, plus unpaid travel time for the death of a close friend. Student and term employees shall receive paid leave for any shifts occurring within a one (1) day period, plus unpaid travel time for the death of a close friend.

(d) Should the requirement for bereavement leave occur during an employee's annual vacation, the employee shall be deemed to be on such leave, instead of vacation leave.

14.18 Funeral Leave

An employee will be granted one (1) day of unpaid leave to attend a funeral as a pallbearer or mourner.

14.19 Compassionate Leave

No reasonable request for an unpaid compassionate leave will be denied. Compassionate leave may be extended by mutual agreement.

14.20 Personal Effects of Violence

The Employer agrees to recognize that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. For that reason, the Employer and the Union agree that once there is verification from an employee who is in an abusive or violent situation, they will not be subject to discipline if the absence of performance can be linked to the abusive or violent situation. **Employees are entitled to the following:**

(a) In each calendar year, the Employer shall grant each employee paid leave if needed, to address the personal effects of violence, without loss of seniority, for up to six (6) weeks.

(b) The employee is entitled to up to an additional three (3) months of unpaid leave**.**

(c) The employee and the Employer will only disclose relevant information on a "need to know" basis to protect confidentiality while ensuring workplace safety**.**

(d) The Employer, jointly with the **Joint Occupational** Health and Safety Committee, will develop workplace safety strategies, including risk assessments, safety plans, training and a timely and effective process for resolving concerns**.**

(e) The Employer will direct affected employees to appropriate counselling and support services.

(f) The Employer will provide appropriate training and paid time off work for designated support roles (including **U**nion health and safety representatives)**.**

(g) The Employer will provide employees experiencing personal violence with flexible work arrangements, advance of pay and other accommodations**.**

(h) The Employer will protect the employees from adverse action or discrimination on the basis of their disclosure, experience, or perceived experience of violence.

14.21 Gender Affirming Medical Leave

(a) The Employer will grant a permanent employee up to a cumulative total of up to four (4) weeks of unpaid leave for medical procedures required during the gender alignment period, available for gender affirming care or surgical procedures and revision.

(b) Should the employee require additional paid leave or unpaid leave, the Permanent employees will be entitled to current and cumulative provisions of other sick leave as provided through the Collective Agreement leave provisions.

(c) The Employer will ensure it works to establish a harassment free work environment and not accept any discriminating actions. The Employee may request the Union's assistance in developing a transition plan with the employer, or as otherwise required.

(d) **Bathrooms/Changerooms: An employee may use the bathroom/changeroom of their lived gender regardless of whether or not they have sought or completed surgeries or completed a legal name or gender change. Employers will:**

(i) **ensure single occupant bathrooms/changerooms (where they exist) on their worksite premises are accessible by employees of any gender expression or identity by ensuring there is signage welcoming all genders.**

14.22 Leave of Absence for Public Duties

(a) The Employer recognizes the right of an employee to participate in public affairs. Therefore, upon thirty (30) calendar days written request, the Employer shall allow leave of absence without pay but without loss of benefits for the "official campaign period" so that an employee may be a candidate in Federal or Provincial election, or up to thirty (30) **calendar** days so that an employee may be a candidate in a Municipal election.

(b) An employee can also take an unpaid leave to participate in another candidate's election during their campaign period.

(c) An employee who is elected to public office shall be allowed a leave of absence during their term of office for a period of up to two (2) years. The employee so selected shall give thirty (30) days written notice. The employee shall be allowed to continue with all of the benefit plans of this Agreement, and they shall **pre**pay the full premium of these plans. Further leave shall be granted by mutual agreement. An employee returning from such leave shall be entitled to return to work.

ARTICLE 15 – HEALTH AND SAFETY

15.01 Health and Safety - Responsibility

The Employer and the Union agree that it is in the interest of all concerned to maintain high standards of Health, Safety and Environment in order to prevent occupational injury and disease. **It is agreed that Part 2 of the BC Workers Compensation Act, and the Occupational Health Safety Regulation is incorporated into and forms part of this Agreement.**

15.02 Joint Occupational Health and Safety Committee

(a) A **Joint** Occupational Health and Safety Committee **(JOHSC)**, consisting of up to three (3) employees selected by the Union, shall meet with a**n** **Employer** Representative or Representatives not less frequently than once a month and may meet outside of the regularly scheduled meetings.

(b) The function of the Committee shall be to jointly consider, monitor, inspect, investigate and review health, safety and environmental conditions and practices. Upon the recommendation of this Committee, the Employer shall provide and maintain the appropriate monitoring equipment for detecting and recording potential and/or actual health and safety hazards in the work place. **The JOHSC**

will develop a terms of reference to assist in outlining their function and the procedures the JOHSC will follow.

(c) Union **Representatives** or Union Health and Safety advisors or consultants shall be provided access to the work place, if required, to attend committee meetings or for inspecting, investigating, or monitoring the work place, at the request of the Union. Each **P**arty agrees to advise the other of any real or potential health, safety, or environmental problems it is investigating.

(d) Should the members of the Committee be unable to reach an agreement on any matter, it shall be brought to a Labour Management Committee meeting for discussion before the matter is addressed externally.

(e) The Employer's failure to implement a recommendation of the Committee shall be subject to the Grievance Procedure.

(f) Minutes of such meetings shall be posted on the Union's bulletin board.

15.**0**3 **Workstation Safety, Training and Equipment**

(a) The Employer shall ensure that all workstations are designed in a manner compliant with Worker's Compensation Board legislation and regulations. This shall include provision of approved furniture, proper ergonomic design of workstations, and appropriate protection from harmful effects of any equipment within or around the workstation.

(b) 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 insure the health and safety of the employee and/or the safe operation of the equipment.

(c) Where the nature of the work or working conditions so requires, the Employer shall supply the employees at the Employer's expense, with all the necessary tools, protective clothing, safety equipment, other protective devices, and current safety information which shall be maintained and replaced where necessary at the Employer's expense.

15.**0**4 **Right to Refuse Unsafe Work**

No employee shall be discharged, penalized, or disciplined for refusing to work on a job or in any work place, or to operate any equipment where they have grounds to believe it would be physically unsafe or unhealthy to do so, or where it would be contrary to the applicable federal, provincial or municipal health and safety legislation or regulations. There shall be no loss of pay and seniority during the period of refusal. No employee shall be ordered or permitted to work on a job or operate a piece of equipment where another worker has refused until the matter has been investigated **pursuant to Section 3.12 of WorkSafeBC Occupational Health and Safety Regulation and** by the **Joint** Occupational Health and Safety Committee and the matter has been satisfactorily resolved.

15.**0**5 **Injured Employee**

(a) An employee who is injured in the execution of their duties and is required to leave for treatment or is sent home as a result of injury shall receive payment for the remainder of their work day or shift at their regular rate of pay without reduction of sick leave. Upon return to work, an employee shall receive their regular pay and benefits for time spent for further medical treatment of the injury, during regularly scheduled working hours, subsequent to the day of the accident.

(b) An employee who has incurred a compensable injury shall have pay and benefits maintained until the Worker's Compensation Board benefits come into effect.

(c) Employees injured on the job shall be provided free transportation by the Employer to and from a doctor's office or a hospital.

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

ARTICLE 16– TRAINING AND PROFESSIONAL DEVELOPMENT

16.**0**1 **Training**

(a) The Employer recognizes the value of providing training and ongoing employee development.

(b) All new employees shall be provided with the orientation and training as required by Occupational Health and Safety Regulation 3.23.

(c) For all new permanent employees there shall be provided a training period with pay of two (2) weeks. For student employees there shall be provided a training period of two (2) paid shifts equivalent to the type of shifts the employee is expected to work. One (1) additional training shift shall be provided upon request from the student employee. These training periods are to ensure proper introduction to the skills and techniques of the position as outlined by the current job description.

16.**0**2 **Cross Training Opportunity**

(a) **The Parties agree** that cross training opportunities for student employees across various departments of the UVSS would be beneficial in terms of individual development and organization strength. The cross-training program will provide for the following:

(i) be designed so that the trainee will have access to all of the Departments within UVSS, with the goal of gaining an understanding of the basic and critical goals and functions of each department;

(ii) have set tasks/outcomes for each department, with specific duties defined so that the learning is maximized;

(iii) have set start and finish dates for the trainee(s) to work in each of the Departments of the UVSS within one **(1)** calendar year;

(b) The **J**LMC will determine the appropriate pay rate classifications (per Appendix **A** of this Agreement) for the position, establish any pre-requisites/qualifications required for applicants to the position, and agree to the sections of Article **10** that will apply to the hiring.

(c) In addition, the **J**LMC will establish a format for the trainee and the Department Managers to provide feedback on the functioning and utility of the program.

16.**0**3 **Permanent and Term Professional Development**

(a) The Employer recognizes the importance of professional development relevant to an employee's role and/or the organization, and agrees to review and evaluate all requests for professional development when the cost would exceed the budgeted amount. **Such requests shall not be unreasonably denied.**

(b) Each permanent **employee** is eligible for **one thousand and five hundred dollars (**$1**,5**00**)** over two **(2)** fiscal years. Each term **employee** is eligible for **eight hundred dollars (**$**8**00**)** over two **(2)** fiscal years. This includes, but is not limited to: courses, seminars, union schools and conferences, workshops, equipment, retreats and related travel expenses and accommodation.

(c) Per diems shall not be charged against a**n employee's** annual professional development allocation.

(d) If an employee who is working a minimum of two (2) days per week through the fall and winter terms is required to maintain a professional membership or certification by the Employer, the Employer shall pay for that professional membership or certification. For part time permanent employees these costs shall be **reimbursed** at the end of each fiscal year.

16.**0**4 **Professional Development Fund for Students**

A training bank of two thousand **and four hundred** dollars ($2,**4**00.00) per year shall be allocated by the Employer for student employees to professional development, which would include, but not be limited to, seminars, union schools and conferences, workshops, and retreats. Such training must offer skills that are related to the workplace. Monies from this Fund shall be distributed in the same manner as for the permanent staff fund.

ARTICLE 17 – TECHNOLOGICAL AND ORGANIZATIONAL CHANGE

17.01 **Technological Change – Adjustment Plan**

If an **E**mployer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees to whom a **C**ollective **A**greement applies, the **E**mployer must give notice to the **U**nion. The Employer shall give three (3) months' notice in writing to the Union for any technological or organizational change which alters the work environment.

(a) **A**fter notice has been given, the **E**mployer and **U**nion must meet, in good faith, and endeavour to develop an adjustment plan, which may include provisions respecting any of the following**, but are not limited to**:

(i) consideration of alternatives to the proposed measure, policy, practice or change, including amendment of provisions in the collective agreement;

(ii) human resource planning and employee counselling and retraining;

(iii) notice of **lay-off**;

(iv) severance pay;

(v) entitlement to pension and other benefits including early retirement benefits;

(vi) a bipartite process for overseeing the implementation of the adjustment plan.

(vii) make every effort to place such employees in other job openings, or to provide training to enable the employee to remain in their present position

(b) If, after meeting in accordance with Article **17.01 (a)**, the **P**arties have agreed to an adjustment plan, it is enforceable as if it were part of the **C**ollective **A**greement between the **E**mployer and the **U**nion.

(c) **Articles 17.01 (a) and (b)** do not apply to the termination of the employment of employees exempted by section 65 of the Employment Standards Act from the application of section 64 of that Act.

(d) No employee shall be discharged due to technological change.

(e) An employee who is displaced from their job by virtue of technological change will suffer no reduction in earnings**, as severance will be applicable**.

17.02 **Severance Pay**

(a) For permanent employees, offer layoff and recall by seniority when positions become available, or pay severance wages at the employee's regular rate of pay on the basis of one (1) month's wages per year of services, for a minimum of one (1) month, to a maximum of twelve (12) months of paid compensation. For the purpose of this Article '**per** year of service' means continuous service as an employee up to the date of actual layoff. At any time during layoff the employee may choose to take the severance pay. If the employee takes the severance pay their employment is terminated.

(b) For student and term employees, the **E**mployer shall offer layoff and recall for position by seniority when positions become available. If after five (5) months, the Employer is unable to offer the employee a position, the Employer shall pay severance wages calculated at the employee's regular rate of pay on the basis of one (1) month's wages per year of service where one (1) month's wages per year of service is calculated by the number of monthly hours worked over the most recent six (6) months of service, for a minimum of one (1) month, to a maximum of five (5) months' pay.

17.**0**3 **Upgrading or New Operations**

(a) Should the Employer wish to introduce a new service, the **Joint** Labour Management Committee shall meet to discuss the nature and delivery of this service.

(b) Whenever the Employer identifies needs in the work place or develops new operations or programs that require the creation of new job positions, the Employer shall endeavor to create student positions to meet such needs.

(c) When upgrading is required for the continued performance of the job as a result of a change initiated by the Employer, the Employer shall assume the cost of this training.

(d) When upgrading is required as a result of change initiated by the government or another regulating body, the Employer shall assume the cost of this training for all employees affected by the change.

17.**0**4 **Complete Termination of Operations/Dissolution of Society**

(a) The Employer shall ensure that the Union has the right to participate in discussions around complete termination of operations and/or dissolution of the Student Society. The Employer and the Union shall meet to discuss terms and conditions of closure not more than one (1) week after such a probable closure comes to the attention of the Society or is proposed.

(b) In such a case, all terminated permanent employees shall receive severance wages at the employee's regular rate of pay on the basis of one (1) month's wages per year of service as a permanent employee, to a maximum to twelve (12) months of paid compensation. For the purpose of this Article, "year of service" means continuous service as a permanent employee up to the date of actual dissolution.

(c) In such a case, terminated student employees shall receive severance pay equivalent to the greater of the balance of their scheduled hours for the semester or a minimum of six (6) weeks wages and benefits.

ARTICLE 18 - DISCIPLINE AND DISCHARGE

18.01 **Just Cause**

(a) Employer to Prove Just Cause

The Employer shall not discipline or discharge an employee unless there is just cause. In any grievance over disciplinary action, the burden of proof of just cause lies with the Employer. All disciplinary action must be fair, reasonable and timely.

(b) Investigatory Meetings

The Employer agrees to notify an employee twenty-four (24) hours in advance of any interview of a disciplinary nature to indicate the items below unless involving in such cases outlined in Article 18.03 (e):

(i) their right to be accompanied by a Union representative of their choosing;

(ii) the purpose of the meeting in detail to provide the employee with an understanding as to why the meeting is being called.

18.02 **Progressive Discipline**

(a) All disciplinary and discharge procedures shall occur on the Employer's time and shall be considered time worked by the employee. Overtime and minimum call-in provisions shall not apply. The first written discipline can be issued by an Excluded Manager without a Steward unless the employee requests that one be present.

(b) All other discipline shall occur at meetings held no later than seven (7) days after the alleged offence and in the presence of a Steward. The Steward shall be given the opportunity to meet privately with the employee before any disciplinary correspondence is presented to the employee.

(c) Copies of disciplinary letters must be signed by the employee and Steward (if applicable), sent to the Unit Chair and employee, and placed in the employee's personnel file within twenty-four (24) hours of being issued, at every stage.

(d) No member of the **b**argaining **u**nit may discipline another member of the **b**argaining **u**nit.

18.03 **Progressive Discipline Steps/Process**

(a) First written discipline

An employee whose performance is unsatisfactory shall be warned in person and in writing by an Excluded Manager. It must be explicitly stated to be written discipline and part of a progressive discipline process, and include recommended assist the employee in correcting the problem, the date, time, nature of incident, and name of employee of concern.

(b) Second written discipline

(i) **i**f the problem continues after the first written discipline has been issued, and a reasonable period of time for the employee to correct the problem has

passed, an Excluded Manager may issue a second written discipline. It shall include, but not be limited to, date, time, place of problem, name of employee of concern, nature and details of problem, rationale of actions taken by an Excluded Manager, and advice and training recommended to assist the employee in understanding and correcting the problem.

(ii) **t**he letter of discipline shall be given to the employee at a meeting in which an Excluded Manager shall explain both the reasons for the discipline and the consequences of not improving performance.

(iii) **i**n subsequent grievance procedures, an Excluded Manager is limited to the grounds stated in this written discipline. The employee has the right to respond in writing to all disciplinary actions and to have such replies placed in their personnel file.

(c) Suspension

If the problem continues after written discipline has been issued and a reasonable period of time for the employee to correct the problem has passed, the Employer may then suspend the employee from their job duties, with or without pay. A notice of suspension including but not limited to the reasons for and the dates of the suspension, shall be provided in writing to the employee at a meeting with an Excluded Manager.

(d) Discharge

After written discipline has been issued the employee has been suspended and has returned to work after the suspension, and the problem continues, an Excluded Manager may discharge the employee. A discharge shall be provided in writing to the employee at a meeting, and copied to the President of the Local Union, with an Excluded Manager, and shall include the reasons for the discharge.

(e) In cases of serious misconduct, including behaviour that is illegal, such as theft, intoxication, fighting or other acts of violence, or other serious offenses, progressive discipline may not apply.

(f) If, in the **eighteen (18) months** after the issuance of written discipline, no further disciplinary action is recorded against the employee, the written discipline and any previous documented discipline (including verbal warnings), shall be removed from the employee's personnel file and may not be held against them thereafter.

(g) 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 the Grievance has been resolved.

18.**0**4 If, as a result of the Grievance Procedure it is found that an employee has been suspended or discharged for unjust cause, that employee will be re-instated to their former position, without loss of seniority or benefits and shall be compensated by the Employer for all time lost retroactive to the date of the suspension or discharge.

18.**0**5 In the case of discharge or resignation the employee shall receive all vacation entitlement and salary due to the date of termination.

ARTICLE 19 - EMPLOYEE INFORMATION AND CONFIDENTIALITY

19.01 An employee shall have access to all books and records pertaining to their employment with the Employer. The employee may add written comments to these. The employee shall have the right at any time without undue disruption of work, to review and photocopy their personnel file, and not suffer any loss of wages by doing so.

19.02 There shall be only one (1) legitimate personnel file per employee. All other sub-files and the content contained therein, shall not be considered valid.

19.03 No negative comments or report about any employee shall be placed in any personnel file unless the employee concerned is first given a copy of the information. The employee shall have the right to include their written reply to these as a permanent part of the file. All communication in this file must be signed by the originator.

19.04 An employee has the right to grieve all evaluative actions, including but not limited to performance reviews. An employee shall be given a copy of any such document placed in the employee's personnel file which might be the basis of disciplinary action. Should the employee dispute any such entry in their file, they shall be entitled to recourse through the Grievance Procedure and the eventual resolution thereof shall become part of their personnel file.

19.05 Access to an employee's personnel file shall be limited to Excluded Managers, the employee and the Steward. Others may be granted access to the records only by mutual agreement of the Employer and the Union.

19.06 The Employer shall not be permitted to release information about the employee without their prior knowledge and consent.

19.07 In accordance with applicable Provincial legislation, the Employer may establish and amend policies regarding the collection, use, and disclosure of the following types of information:

- **(a) Information**
- **(b) Contact information**
- **(c) Work product information**
- **(d) Confidential business information**

ARTICLE 20 - LABOUR MANAGEMENT COMMITTEE

20.01 **Joint Labour Management Committee**

(a) A **Joint** Labour Management Committee **(JLMC)** shall exist and consist of five (5) representatives of the **Union, one (1) being the Local Servicing Representative** and five (5) representatives of the Employer, with each **P**arty designating one **(1)** of their representatives as the Co-Chair. Additional representatives can be added with mutual agreement of the Union and Employer.

(b) Each **P**arty shall be represented by at least one **(1)** self-identifying individual from the following communities, when applicable:

- Wom**e**n
- Two- Spirit
- **T**rans or non-binary person
- **Indigenous Workers**
- **Racialized Workers**
- **Accessibility Workers**

By mutual agreement the **P**arties may invite resource people to the meeting.

(c) The purpose of the **JLMC** is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work-related skills and to promote workplace productivity.

(d) The **JLMC** shall meet once monthly and at the request of either **P**arty and must be held no later than ten (10) working days after such a request. The role of Chair shall alternate between the two **(2)** appointed Co-**C**hairs for each meeting.

(e) Notice of items for the agenda shall be submitted to the **Co-Chairs** four (4) days before any meeting and distributed to all **J**LMC **m**embers two (2) days before the meeting. Amendments to the agenda shall be made by mutual agreement.

(f) Minutes shall be kept at the meetings and approved at the following meeting. The master copy of all minutes is to be kept **in** the Labour Relations folder **on** the UVSS Netdrive and readily accessible to both the **Unit Chair, Vice Chair** and Employer.

(g) The **P**arties agree to cooperate in the identification and removal of systemic barriers in the selection, hiring, training and promotion of Indigenous peoples, person with disabilities, **racialized workers**, women and **2S**LGBTQIA**+** folks. As a result, employment equity shall be a standing item on each **J**LMC agenda.

(h) Upon request, the Employer shall make available to the Union, at the Employer's expense, information required by the Union such as job descriptions, positions in the **b**argaining **u**nit, pay rate classifications, wage rates, pension and welfare plans, and other such technical information and reports, records, studies, surveys, manuals, directives or documents required for the **Joint** Labour Management Committee's business.

20.**0**2 **Committee Participation Rights**

(a) One (1) elected **Union** representative of the employees shall have the right without loss of pay or benefits to attend all meetings of the Board of Directors and UVSS General membership meetings with voice and no vote. The employees' elected **Union** representative shall be physically absent from those portions of such meetings where the subject of discussion directly concerns negotiations or grievances between the Employer and the Union and the Board's responsibilities as Employers of the excluded staff.

(b) Elected Union representatives shall have the right, without loss of pay and benefits, to participate in the following **C**ommittees of the Employer:

- Campaigns Committee;
- Events Committee;
- Finance and Operations Committee;
- Member Outreach and Engagement Committee;
- Policy Development Committee;
- SUB Occupants Committee;
- SUB Business Marketing Committee.

(c) The Employer will not unreasonably deny the Union's right to participate in any new or amended Committees. The Union agrees there shall be no undue disruption of work due to their participation.

(d) The Employer shall schedule a monthly department manager meeting for the purpose of providing updates on the business units, the Society's overall financial position, activities of the Board of Directors, and any other applicable items that may impact working conditions.

20.**0**3 **Compensation During Meetings**

Elected Union representatives shall have the right, without loss of pay and benefits, to participate in Committees. Minimum call in and overtime provisions shall not apply to hours worked participating in the Employer's **Committee** meetings.

ARTICLE 21 - GRIEVANCE PROCEDURE

21.**0**1 **Grievances Definition**

"Grievance" shall mean any difference or dispute arising between the Employer and the Union, concerning the interpretation, application, administration or alleged violation of this Agreement, whether between the Employer and any employees protected by this Agreement, or between the Employer and the Union including whether or not any issue is arbitrable.

21.**0**2 **Types of Grievances**

(a) **Individual Grievance:** a grievance, whether initiated by an individual or by the Union that is confined in scope to a particular employee.

(b) **Group Grievance:** where the matter is of concern to a group of employees or several individual grievances, after being consolidated at some stage, are brought forward as one **(1)** grievance.

(c) **Policy Grievance:** where either **P**arty disputes the general application, interpretation or alleged violation of an **A**rticle of this Agreement, where the matter of concern is not specifically confined in scope to a particular employee.

(d) **Union Grievance:** where the matter of concern is of specific concern to the Union. The Union shall have the right to originate a grievance on behalf of an employee or a group of employees.

21.**0**3 **Grievance Procedure**

The Employer and the Union are encouraged to resolve complaints informally. Informal discussion of complaints shall occur within ten (10) calendar days of becoming aware of the occurrence or recurrence of the event giving rise to the issue.

Any informal resolution of a complaint will be without prejudice or precedent with respect to the interpretation or application of the Agreement. Failing settlement of the complaint, it may be taken up as a grievance by the Union according to the procedures out lined in **this Article**. The procedure for settling Group or Individual Grievances shall start at Step One. The procedure for starting Policy or Union Grievances shall begin at Step Two.

(a) **STEP 1** - Fourteen (14) calendar days from becoming aware of the occurrence of the matter at issue, the employee and the Steward will meet with an Excluded Manager chosen by the Excluded Managers, and shall endeavour to settle the dispute. The Steward shall cite the details and nature of the dispute, the relevant articles of the Agreement and the remedy sought.

(b) **STEP 2** - Should no settlement ensue within seven (7) calendar days of the meeting in Step 1, a grievance shall be referred, in writing, to one of the other Excluded Managers chosen by the Excluded Managers, who shall meet with the Steward and the employee and endeavour to settle the dispute. The written grievance shall state the details and nature of the grievance, cite relevant articles of the Collective Agreement, and specify the remedy sought.

(c) **STEP 3** - Should no settlement ensue within seven (7) calendar days of the serving of the written notice in Step 2, the grievance shall be referred to Local Union 2009 Service Representative or District Staff Representative and the Employer's Personnel Committee who shall endeavour to settle the dispute.

(d) **STEP 4** - Should the foregoing process fail to settle the issue within fourteen (14) calendar days the matter will proceed to Arbitration.

21.**0**4 The Employer shall reply to grievances in writing at all stages. Where a grievance settlement is denied, the reply shall include reasons for denying the grievance settlement. Upon settlement of a grievance, written documentation shall be made of any agreement reached and shall be signed by representatives of both **P**arties.

21.**0**5 The Employer shall not be required to consider any grievance that is not presented within **fourteen (**14**)** working days after the grievor or the Union first become aware of the alleged violation of the Collective Agreement. Thereafter, **at any step of the grievance process,** the time limits specified in this procedure may be extended by mutual agreement of the **P**arties. The Employer **and the Union** agrees that any time limit missed by either **P**arty is a concession of the grievance and remedy requested.

21.**0**6 **Confidentiality**

The Employer recognizes the principle of confidentiality and agrees that the identity of any affected employees shall only be made available on a "need to know" basis.

21.07 After a grievance has been initiated by the Union, the Employer shall not enter into discussion or negotiation with respect to the grievance, either directly or indirectly, with the affected employee(s) without the consent of the Union.

21.08 If so requested by either **P**arty, an employee shall be permitted the necessary time off without loss of pay or benefits to attend to the adjustment of a grievance and may be present at any stage in the grievance procedure. Overtime and minimum call-in provisions shall apply.

21.09 If the Union, an employee, or a group of employees, choose not to grieve a particular situation or withdraw at any stage, such action or lack of action shall be entirely without prejudice.

21.10 It is the intent of the Employer and Union that no grievance shall be defeated merely because of a typographic error or unintentional misnomer.

21.11 The Employer shall not introduce to the grievance or **A**rbitration procedure any document involving disciplinary action, of which the employee was unaware at the time of filing the grievance.

ARTICLE 22 - ARBITRATION PROCEDURE

22.**0**1 Where a difference arises between the Parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either of the Parties may after exhausting any grievance procedure established by this Agreement, notify the other Party in writing of its desire to submit the difference or allegation to **A**rbitration.

22.**0**2 The Arbitrator shall hear and determine the subject of the grievance and shall issue a decision which is final and binding upon the parties and any employee or member of Management affected by it.

22.**0**3 The Arbitrator shall determine their own procedures, but shall give full opportunities to the **P**arties to present evidence and make representations.

22.**0**4 The Arbitrator shall not have the power to alter or amend any of the provisions of this Agreement.

22.**0**5 The **P**arties and the Arbitrator shall have access to the Employer' s premise to view working conditions, machinery, or operations which may be of relevance to the resolution of the grievance.

22.**0**6 The Arbitrator shall have the power to amend a grievance, modify penalties, and relieve against non-compliance with time limits, or any other technicality or irregularity.

22.**0**7 The Arbitrator shall have jurisdiction to determine whether a grievance is grievable.

22.**0**8 Except where otherwise provided for in this Agreement, each of the Parties hereto will bear its own expenses with respect to any **A**rbitration proceedings. The Parties hereto will bear jointly the expenses of the **A**rbitrator on an equal basis.

22.**0**9 No matter may be submitted to **A**rbitration which has not first been properly carried through all preceding steps of any Grievance Procedure.

ARTICLE 23 - PAY RATE CLASSIFICATION DESCRIPTIONS

23.**0**1 **Rate of Pay**

(a) **The rate of pay for each job classification shall be set out in Appendix "A" of this Agreement.** The pay rate classifications, positions, and descriptions listed in **Appendix "A"** are part of this Agreement.

(b) The Employer shall provide the Union with a copy of the recognized pay rate classification description for each group of employees **listed in the Appendix "A".**

(c) All new or modified pay rate classifications, positions, and descriptions shall be negotiated at **the Joint** Labour Management Committee **meeting as** per Article **20.01**.

(d) No employee may perform work within a pay rate classification for a rate other than that set forth in this Agreement.

(e) Employees who work in more than one **(1)** classification shall be paid at a minimum their regular rate of pay and shall be paid the applicable higher rate of pay for any time assigned to duties of a higher classification.

23.**0**2 **Job Descriptions**

(a) The Employer shall create separate groups of job descriptions applicable to each of its individual departments. These job descriptions will be available digitally to all department managers, and other employees upon request and shall be updated as changes are made.

(b) All existing and new job descriptions and amendments to job descriptions shall be made by mutual agreement of the Employer and the Union and kept in a mutually accessible location. Job descriptions and workload shall be reviewed every three (3) years and updated as needed to accurately reflect current duties and qualifications.

(c) An employee who wishes to discuss updating their job description or workload shall discuss the problem with their immediate supervisor. If the problem is not resolved in this discussion, the employee or their supervisor may seek a remedy by referring the issue to the **Joint** Labour Management Committee.

(d) Where existing job duties are altered or the volume of work increased, or where a**n employee** is otherwise unfairly or incorrectly classified into a pay rate, the appropriate classification, job description or other related matters shall be negotiated at the **Joint** Labour Management Committee. Failing agreement, the

dispute may be referred to **A**rbitration. The **A**rbitrator 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 duties being changed.

23.**0**3 **Job Evaluation**

(a) Job evaluation is the process of measuring the relative worth of jobs. Fair and equitable job evaluation is based on bona fide job requirements of skill, effort, responsibility and working conditions.

(b) If a new position is established or if there is a significant change in the duties of a position set forth in this Agreement, the Employer shall negotiate with the Union prior to placing the position within an existing pay rate classification, or creating a new classification. The Employer shall not change job duties of any position and the Union shall not request a reclassification of a current position the four **(4)** months before or after the expiry of the Collective Agreement.

(c) When job evaluations or re-evaluations are being considered, an equal number of representatives from both the Union and the Employer shall be present at **J**LMC to ensure equity of process.

(d) In the event of a new position or proposed changes to job descriptions, the Union shall have a three (3) month period to review, approve, or deny such changes. Should the Union not provide feedback to make a determination within this timeframe, the proposed changes to the job descriptions will be deemed approved.

(e) Further to the above, any job description that has been created or re-evaluated will remain in place of one (1) year prior to any further revisions or re-evaluations.

23.**0**4 **Job Re-Evaluation/Reclassification**

(a) The Employer or the Union may request a re-evaluation of the position's pay rate classification except the four (4) months before or after the expiry of the Collective Agreement.

(b) The re-evaluation request shall contain documentation which highlights the significant changes to the position, and may include any other supporting documentation considered relevant such as labour market information and job remuneration comparisons.

(c) The re-evaluation request shall be submitted for review to the **J**LMC. The **J**LMC shall acknowledge receipt of the request and, on inquiry, indicate the date on which a response is anticipated.

(d) The **J**LMC shall notify the **employee** of their decision regarding pay rate and classification.

(e) Should the decision result in a change to the pay rate classification, or a salary adjustment, the effective date of the change shall be the date that the re-evaluation request was filed.

23.**0**5 **Evaluation of New Positions**

When the Employer establishes a new position that has not previously been evaluated or classified, the **J**LMC will evaluate the new position and make a decision as to the appropriate pay rate classification.

23.**0**6 **Dispute of Classification Decision**

Where the **J**LMC does not reach consensus on a job rating decision (either on a reclassification or a new classification), either **P**arty may refer the matter for final resolution through binding **A**rbitration, and not limited by the provisions of Article 2**2**.

ARTICLE 24- PAYMENT OF WAGE S AND ALLOWANCES

24.**0**1 **Pay Rate Classification and Wage Schedule**

(a) The wages for each pay rate classification are listed in the attached **Appendix A -** Wage Schedule.

(b) The Employer will make provisions so that there shall be no undue delay in issuing cheques on pay day. Wages will be paid by direct deposit to employees who provide their banking information to the employee's bank account so no undue delay in payment on pay day will occur. All employees will have the option to either have direct deposit or manual cheque for their pay.

(c) The rate or rates of pay, hours of work, details for overtime hours**, statutory deductions** and all necessary and pertinent information shall be furnished to each employee on their pay statement.

24.**0**2 **Seminars, Workshops, General Meetings, and other Events**

When employees attend seminars, workshops, training courses, retreats or similar events, sponsored by external third parties, outside of their regular work hours, at the request of the Employer, they will receive time off equivalent to the time spent at such seminar or workshop. Such time off may be scheduled prior to the event, at the employees' option.

24.**0**3 **Final Payment of Wages**

(a) An employee being discharged, or laid off, shall be paid all wages due to them as promptly as possible or in any event, within forty-eight (48) hours of the expiration of the next working day.

(b) An employee who voluntarily resigns from employment, or who voluntarily leaves the **b**argaining **u**nit, shall be paid all wages due to them as promptly as possible.

24.**0**4 **Mileage Allowance**

(a) As a condition of employment, the Employer does not require anyone to own a car. When transportation is required, it is preferred that the employee uses a rental. If the employee elects to use their own vehicle they will be compensated at the approved mileage rate.

(b) Rates paid to employees using their own automobiles for the Employer's business shall be as per the Canada Revenue Agency's approved rate.

(c) Where required by the Insurance Corporation of British Columbia, the Employer shall reimburse employees for the cost of any additional insurance coverage necessary as a result of **employees** using personal vehicles for Employer' s business.

24.05 Expenses and Allowances

(a) The per diem provided to employees shall be **seventy-five** dollars ($**75**.00). The half per diem shall be thirty**-seven** dollars **and fifty cents** ($3**7**.**5**0).

(b) Individual meal allowances shall be as follows **fifteen** dollars ($1**5**.00) for breakfast, twenty dollars ($20.00) for lunch and **forty** dollars ($**4**0.00) for dinner.

24.06 Per Diems

(a) Per diems shall be provided to all employees who are required to travel to meetings, conferences, seminars or other activities approved by the Employer.

(b) For activities listed in **Article 24.06(a)** that occur in the area of Greater Victoria individual meal allowances shall be provided.

(c) For activities of the type listed in **Article 24.06(a)** that occur outside Greater Victoria where meals are provided, a half per diem shall be provided.

(d) The Employer shall advance an amount for anticipated expenses and per diems upon request.

24.07 Accommodation

All employees who are requested to work out of town by the Employer shall be provided with standard hotel accommodation at the Employer's expense in close proximity to the work at hand. If there is more than one (1) person accommodated per room in a hotel, the selection of roommates shall be at the employee's discretion. Billeting may be an option by mutual agreement.

24.08 Taxi Service

When an employee is called into work between 11:00 pm and 7:00 am, or if an overtime period ends during this time, taxi services to and from the home of the employee shall be provided at the Employer's expense, excluding gratuities. Such taxi service shall also apply for employees whose work period ends after the last connecting bus to their home, or after 11:30 pm, whichever is earlier. The Employer reserves the right to organize taxi sharing.

24.09 Courses

The Employer shall pay the full cost of any course of instruction required by the Employer for an employee to qualify and/or better improve their abilities to perform their job. Course time and time spent writing examinations shall be considered time worked. Should the

course of instruction be requested by an employee and approved by the Employer, then payment shall be upon successful completion of the course.

24.10 Employee Bonds

Were the terms of the position necessitate an employee, as a condition of employment, to be bondable except by mutual agreement of the Employer and the Union, the employee shall be bonded at the expense of the Employer.

ARTICLE 25 - VACATION BENEFITS

25.01 Vacation entitlements shall be calculated from January 1st **of** each calendar year**, and will be prorated in the first year. Employees will receive their vacation entitlements based on their continuous service date with the Employer, known as their date of hire.**

25.02 Permanent employees shall be entitled to fifteen (15) working days' vacation upon being hired, to be calculated on a pro-rated basis if employment is for less than full-time or less than twelve (12) months. This shall increase by one (1) working day per year of continuous service to a maximum of thirty-**four** (3**4**) working days.

25.03 At the end of each calendar year an employee may carry-over up to ten (10) working days of unused vacation time to the next calendar year.

25.04 For those **permanent employees** not working consistent hours/week they shall receive 6% vacation pay on each cheque.

25.05 If an employee is terminated, or if an employee terminates employment, their vacation entitlement shall be prorated to the actual time worked that calendar year. If the employee has exceeded this pro-rated allotment, the difference shall be deducted from the final pay cheques prior to termination.

25.06 The Employer and the Union shall coordinate the vacation schedule by mutual agreement.

25.07 An employee shall be entitled to receive their vacation in an unbroken period unless otherwise mutually agreed upon between the employee and the Employer. An employee may take vacations in broken periods.

25.08 Sick leave will be substituted for vacation where it can be established by the employee that during their vacation they were hospitalized, under the care of a physician for a serious illness or injury or under quarantine. The employee shall notify the Employer at the first opportunity and shall provide written documentation.

25.09 Student employees shall be paid a five percent (5%) premium on their wage, as set out in the attached Wage Schedule, in lieu of vacation days.

25.10 Temporary **and term** employees shall be paid a five percent (5%) premium on their wage in lieu of vacation days. All term employees will need to submit weekly time sheets even if working consistent schedules.

25.11 Replacement employees whose period of employment exceeds twelve (12) months shall be entitled to vacation as per the vacation schedule outlined in Article 2**5**.**0**2.

ARTICLE 26 - SICK LEAVE

26.**0**1 Sick Leave Definition

Sick leave shall be defined as the period of time an employee is absent from work with full pay due to sickness, disability, quarantine, rehabilitation, accidents for which Worker's Compensation is not payable under the Worker's Compensation Act, or treatment by a health care professional including but not limited to dentists, physicians, chiropractors and therapists.

26.**0**2 Annual Paid Sick Leave

(a) Permanent Employees

For the first year of service, a permanent employee shall earn twenty-four (24) days of sick leave at the rate of two (2) days for every month an employee is employed.

For subsequent years of service, a permanent employee shall be credited with twenty-four (24) days of sick leave in January of each year. Sick time should be used in increments no shorter than ½ day.

(b) Term Employees

Term employees shall earn, for the first year of service, twenty-four (24) days of sick leave at the rate of two (2) days for every month an employee is employed.

For subsequent years of service, a term employee shall be credited with twenty-four (24) days of sick leave in January of each year. Sick time should be used in increments no shorter than ½ day. One day shall be equivalent to one fifth (1/5) of the weekly hours established at the time of hire, as per Article **1.01(l)**.

(c) Student Employees

Student employees**, upon completion of ninety (90) consecutive days,** shall **be entitled to five (5) paid sick days per calendar year for any personal illness or injury. The employee will be paid an average day's pay as per Employment Standards for each day of paid leave taken under this Article. Sick time should be used in increments no shorter than half (½) of the scheduled shift.**

26.**0**3 Accumulation of Sick Leave

If a permanent employee does not use all of their sick leave in a calendar year, they shall be entitled to carry over unused days into a sick bank up to a maximum number of days equal to the qualifying period. **It is intended that the accumulated sick days be utilized to bridge an employee's absence prior to qualifying for Long-term disability as per the Plan as** provided for in Article 2**7**.**0**1.

Accumulated sick days may also be used in extenuating medical circumstances where the employee has exhausted their current sick leave and requires additional time off due to surgery or treatments related to life threatening conditions that

require a significant recovery period. The Employer reserves the right to request documentation that is reasonably necessary to confirm eligibility under these conditions. Such Leave shall not be unreasonably denied.

26.04 **Certificate of Illness**

An employee **shall** produce a certificate from a physician **for any absence of five (5) days or more,** certifying that they were unable to carry out their duties due to illness or reasons stated in Article 26.01. The cost of such certificate will be paid by the Employer.

26.05 Sick leave without pay of up to three (3) months shall be granted to an employee who does not qualify for sick leave with pay or who is unable to return to work at the termination of the period for which sick leave with pay is granted. **Benefit premiums must be prepaid by the employee during this period.** Such sick leave may be extended by mutual agreement.

26.06 Employees shall have access to their sick leave credit records.

ARTICLE 27 - PERMANENT EMPLOYEE BENEFITS

27.01 **Permanent Employee Benefit**

Permanent and term employees must be regularly scheduled to work a minimum of twenty (20) hours per week to be eligible for the medical and dental benefits contained in this Article. The Employer shall pay the full cost of the premiums for all permanent and term employees who meet the eligibility requirements, and shall pay fifty percent (50%) of the premium costs for dependents of employees who meet the eligibility requirements for the following benefits:

(a) Medical Services Plan of British Columbia for employees and dependents. All participating employees must complete an application for Premium Assistance with Medical Services Plan of B. C.

(b) Extended medical plan insurance coverage per employee (unless indicated otherwise), that includes:

(i**)** a long- term disability plan;

(ii**)** a Medicare supplement plan for employees and dependents, including direct pay for prescriptions;

(iii**)** accidental death and dismemberment plan;

(iv**)** **five** hundred dollars ($500.00) every two (2) years for vision care for employees and dependents;

(v**)** a group life insurance plan, providing a benefit equivalent to one (1) times an employee's gross annual earnings;

(vi**)** an Employee and Family Assistance Plan;

(vii**)** one thousand dollars ($1000) every year for clinical counselors or registered psychologists.

(c) Group dental plan covering basic dental for employees and dependents; including **sixty-five percent (**65%**)** coverage for major dental. **Dental plan cap of one thousand and five hundred ($1,500) per year.**

NOTE: The Employer shall supply the same or better benefits as agreed to at herein, regardless of carrier, at no cost to the employees.

27.**0**2 **Defined Benefit Plus Pension Plan (DBPlus)**

(a) The Parties agree that commencing July 1, 2021 all permanent employees of the University of Victoria Students' Society (the "Employer")**, once they have worked for the UVSS for six (6) months,** shall participate in the Employer-sponsored **Defined Benefit Plus** Pension Plan **(DBPlus)**.

(b) Commencing July 1, 2021, the Employer's contributions shall be seven percent (7%) of the employee's base earnings annually and shall remain at seven percent (7%) for each subsequent year of the Collective Agreement.

(c) Commencing January 1, 202**4** an individual employee's contribution shall be five percent (5%) of the employee's base earnings annually.

(d) Commencing January 1, 2025 an individual employee's contribution shall be five percent (5%) of the employee's base earnings annually.

(e) Commencing January 1, 2026 an individual employee's contribution shall be five percent (5%) of the employee's base earnings annually.

(f) Commencing January 1, 2027, an individual employee's contribution shall be five percent (5%) of the employee's base earnings annually.

(g) RRSP and pension amounts shall be locked into a retirement savings plan until normal retirement age, which shall be defined as the age an employee becomes eligible for a pension under the Canada Pension Plan.

27.**0**3 **Child Care Expenses**

(a) Upon receipt of a child's proof of age, the Employer shall pay to each single parent employee, who has one **(1)** or more children under the age of twelve (12), two hundred dollars ($200.00) per month to help defray the cost of child care. An employee on a personal leave of absence or on pregnancy/parental leave will not be entitled to receive this benefit.

(b) The Employer shall reimburse child care costs at a rate of **fifteen dollars (**$15.00**)** per hour for an employee who incurs a cost for child care when required to work outside their regular hours of work, or when required to find alternate child care arrangements when travelling away from home overnight on Employer directed activities.

(c) Nothing in the above provisions shall give the **E**mployer the right to discriminate against job applicants because of the number of dependents they may have.

27.**0**4 **General Benefits**

(a) All employees, while on shift, shall receive free fountain soda pop, coffee and tea for their personal consumption, provided that the employee uses their own cup or container.

(b) All employees shall receive free admission to matinee and late-night shows in Cinecenta, upon presentation of union card or proof of employment.

(c) A fifty percent (50%) discount on the staff menu to be given to all employees that are required to work on any given day. All food must be consumed while the employee is off their shift or on an authorized work break and is for personal consumption only. This discount can be used at all facilities during the operational hours through the entire day.

(d) When an employee's clothing, including watch or glasses, is damaged in the course of carrying out their duties in a reasonable manner, and the damages are not covered by Worker's Compensation or insurance, the Employer shall reimburse the employee for the necessary repairs or replacement to a limit of one hundred dollars ($100.00) per incident.

(e) Upon request, the Employer shall purchase an annual UVic parking pass for an employee who has completed their probationary period. The cost of the pass will be deducted, in equal installments, from the employee's bi-weekly pay over a six (6) month period.

(f) The Employer shall provide access to the subsidized bus pass available through UVic's employee program. In the case that UVic will not extend this program to UVSS employees, the Employer will cover half the cost of a regular priced monthly bus pass upon request.

(g) The Employer shall provide a taxable amount of up to **two** hundred dollars ($**200**.00) per semester for a health and wellness benefit for employees. This amount shall be rebated back when proof of purchase is provided to the Employer. **A list with eligible expenses will be available to all employees. Date of invoice must be from the same semester as being claimed and if greater than two hundred dollars ($200) cannot be spread out and used in more than one (1) additional semester (except if an active lifestyle membership is paid in full) and crosses multiple semesters). Expenses must be claimed no earlier than the two (2) months into the semester and no later than one (1) month after the end of the semester. The Employer may update the eligible expenses lists from time to time, however, the Employer shall notify and consult with the Union prior to any changes.**

(h) Free cover charge up to a maximum of ten dollars ($10.00) on events that are not being put on by an outside promoter.

27.**0**5 **Benefits According to Department**

(a) Cinecenta Films

(i) **f**ree popcorn for their personal consumption while on shift.

(ii) a **fifteen** percent (1**5**%) discount on other items available at the Munchie Bar while on shift.

(b) SUBtext

A **fifteen** percent (1**5**%) discount on non-consigned books and merchandise available at SUBtext while on shift.

(c) Graphic Design Department and Zap Copy

One (1) **ten** dollar ($**10**.00) self-serve printing credit per term.

ARTICLE 28 - STUDENT EMPLOYEE BENEFITS

28.**0**1 **General Benefits**

*Emergency Fill-ins, Externally-funded and Replacement Employees shall be entitled to the following student General Benefits.

(a) All student employees, while on shift, shall receive free fountain soda pop, coffee and tea provided that the employee uses their own cup or container.

(b) All student employees shall receive free admission to matinee and late-night shows in Cinecenta, upon presentation of proof of employment.

(c) A fifty percent (50%) discount on the staff menu to be given to all employees that are required to work on any given day. All food must be consumed while the employee is off their shift or on an authorized work break and is for personal consumption only. This discount can be used at a**l**l facilities during the operational hours throughout the entire day.

(d) When a student employee's clothing, including eyeglasses and wrist watch, is damaged in the course of carrying out their duties in a reasonable manner, and the damages are not covered by Worker's Compensation or insurance, the Employer shall reimburse the employee for the necessary repairs or replacement to a limit of one hundred dollars ($100.00) per incident.

(e) On a monthly basis, student staff not on leave will be entitled to the following:

(i) a ten percent (10%) discount on one **(1)** item available at the Munchie Bar.

(ii) three (3) complimentary passes to Cinecenta. Such passes shall be applicable for regular screenings.

(iii) a ten percent (10%) discount on non-consigned books and merchandise available in SUBtext.

(iv) a ten percent (10%) discount on office supplies available at Zap Copy.

(v) one free cover charge up to a maximum of ten dollars ($10.00) on events in Felicita's that are not being put on by an outside promoter.

28.02 **Benefits According to Division and/ or Department**

(a) Cinecenta Films

(i) free popcorn **for their personal consumption** while on shift.

(ii) **a fifteen** percent (15%) discount, while on shift, on other items available at the Munchie Bar.

(iii) free admission for regular screenings at Cinecenta. Employees shall receive ten (10) guest passes per four (4) month period.

(b) SUBtext

A **fifteen** percent (15%) discount on non-consigned books and merchandise available in SUBtext.

(c) Graphic Design Department and ZAP Copy

(i) one **(1) ten** dollar ($**10**.00) vend card per term.

(ii) free printing and black and white copying of resumes, to a maximum of fifty (50) copies per year.

(d) Food and Beverage Services

(i) free cover charge up to a maximum of ten dollars ($10.00) on events that are not being put on by an outside promoter.

(ii) priority admission to Felicita's and Vertigo.

ARTICLE 29 - DURATION OF THIS AGREEMENT

29.01 This Agreement shall be binding and remain in full force from the first (1st) day of **February** 2024 until the **thirtieth** (30th) day of **June** 2027, and from year to year thereafter subject to the right of either **P**arty to the Agreement within four (4) months immediately preceding the date of expiry of this Agreement, or immediately preceding the last day of October in any year thereafter, by written notice to require the other **P**arty to the Agreement to commence Collective Bargaining.

29.02 All provisions of this Agreement are subject to applicable laws, proclamations, and regulations. If any law, proclamation or regulation subsequently invalidates or disallows any provision of this Agreement, all other provisions shall be re-negotiated if required.

29.03 If negotiations extend beyond the anniversary date of the Agreement, both **P**arties shall adhere fully to the provisions of this Agreement, during the period of bona fide Collective Bargaining.

29.04 All meetings for negotiations shall occur Monday through Friday during regular working hours. Upon mutual agreement the **P**arties may meet outside regular working hours for the purpose of negotiations.

29.05 The operation of Section 50(2) of the Labour Relations Code of British Columbia is hereby excluded.

IN WITNESS WHEREOF: The **P**arties have executed this Agreement at Victoria, B.C. this _____ date of _____, 2025.

UNIVERSITY OF VICTORIA STUDENTS' SOCIETY

Laila Casado (Feb 13, 2025 10:06 PST)

Dale Robertson (Feb 11, 2025 11:41 PST)

Khushi Wadhwa (Feb 11, 2025 11:46 PST)

Bunni Williams (Feb 12, 2025 12:01 PST)

Sarah Buchanan (Feb 20, 2025 10:39 PST)

Isabelle Easton (Feb 21, 2025 13:48 PST)

UNITED STEELWORKERS (ON BEHALF OF LOCAL 2009)

Keely Brendon (Feb 11, 2025 13:10 PST)

Lisa Sheppard (Feb 11, 2025 13:04 PST)

Pascale Claughton (Feb 11, 2025 11:49 PST)

Aman Chumber

APPENDIX A

		4.0%	3.0%	3.0%
	Rate of Ending	Effective	Effective	Effective
	Feb 1, 2023	Feb 1, 2024	May 1, 2025	July 1, 2026
		Retroactivity May 1, 2024		
CLASSIFICATION				
15	$35.58	$37.00	$38.11	$39.26
14	$33.01	$34.33	$35.36	$36.42
13	$29.84	$31.03	$31.96	$32.92
12	$28.60	$29.74	$30.64	$31.56
11	$27.39	$28.49	$29.34	$30.22
10	$26.67	$27.74	$28.57	$29.43
9	$24.96	$25.96	$26.74	$27.54
8	$24.56	$25.54	$26.31	$27.10
7	$23.16	$24.09	$24.81	$25.55
6	$21.06	$21.90	$22.56	$23.24
5	$18.72	$19.47	$20.05	$20.65
4A			$19.63	$20.21
4	$17.86	$18.57	$19.13	$19.71
3	$17.40	$18.10	$18.64	$19.20
2	$17.40	$18.10	$18.64	$19.20
1	$17.40	$18.10	$18.64	$19.20

NOTE: Effective Date of Ratification, the Student Supervisors will be reclassified to Class 4A. The Student Supervisors will receive all retroactive pay on the base rate of $17.86, up to May 1st, 2025, where they will then be upgrouped to $19.63.

LETTER OF UNDERSTANDING #1

BETWEEN

UNIVERSITY OF VICTORIA STUDENT'S SOCIETY
(the "EMPLOYER")

AND:

UNITED STEELWORKERS (ON BEHALF OF LOCAL UNION 2009)
(the "UNION")

Re: Gratuity (Tips)

Within sixty (60) days of ratification, the Parties agree to meet during a Joint Labour Management meeting to discuss any and all procedures or practices currently in place for gratuity distribution amongst the employees in the applicable departments or operational units.

The Employer agrees to provide the Union with all necessary documentation and information in its review. The Union will establish its own working group to review the current procedures and practices and provide recommendations as to any amendments or adjustments to be made.

UNITED STEELWORKERS (ON BEHALF OF LOCAL UNION 2009)	**UNIVERSITY OF VICTORIA STUDENTS' SOCIETY**
"originally signed"	***"originally signed"***
February 6, 2025	***February 6, 2025***