

COLLECTIVE AGREEMENT

BETWEEN

**WESTERN CANADIAN UNIVERSITIES MARINE
SCIENCES SOCIETY**

AND

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL UNION 401**



SEPTEMBER 1, 2022 – AUGUST 31, 2025

TABLE OF CONTENTS

ARTICLE 1 - PURPOSE.....	1
1.01 PURPOSE OF AGREEMENT	1
ARTICLE 2 - RECOGNITION AND NEGOTIATION	1
2.01 BARGAINING UNIT.....	1
2.02 RIGHT OF FAIR REPRESENTATION	2
2.03 UNION OFFICERS AND COMMITTEE MEMBERS	2
ARTICLE 3 - UNION SECURITY	2
3.01 ALL EMPLOYEES TO BE MEMBERS	2
ARTICLE 4 - DEFINITIONS	3
4.01 EMPLOYEE	3
4.02 PROBATIONARY EMPLOYEE	3
4.03 REGULAR EMPLOYEE	3
4.04 RECURRENT TERM EMPLOYEE	3
4.05 CASUAL EMPLOYEE	3
ARTICLE 5 - HUMAN RIGHTS	4
5.01 THE EMPLOYER SHALL NOT:.....	4
ARTICLE 6 - CORRESPONDENCE BETWEEN THE PARTIES	5
6.01 CORRESPONDENCE	5
ARTICLE 7 - CHECK-OFF OF UNION DUES.....	5
7.01 CHECK-OFF PAYMENTS.....	5
7.02 DEDUCTIONS	5
ARTICLE 8 - NEW EMPLOYEES.....	5
8.01 NEW EMPLOYEES	5
ARTICLE 9 - BARGAINING COMMITTEE.....	6
9.01 UNION BARGAINING COMMITTEE	6
9.02 MEETING OF COMMITTEE	6
ARTICLE 10 - LABOUR – MANAGEMENT COMMITTEE	6
10.01 ESTABLISHMENT OF COMMITTEE	6
10.02 FUNCTION OF COMMITTEE	6
10.03 MEETINGS OF COMMITTEE	7
10.04 MINUTES OF MEETINGS.....	7
10.05 JURISDICTION OF COMMITTEE.....	7
ARTICLE 11 - PROBATION	7
11.01 PROBATION FOR NEWLY HIRED EMPLOYEES	7
11.02 PROBATIONARY TERM FOR REGULAR AND RECURRENT TERM EMPLOYEES	7
11.03 PROBATIONARY TERM FOR CASUAL EMPLOYEES	7
ARTICLE 12 - SENIORITY	8
12.01 SENIORITY DEFINED	8

12.02	SENIORITY LIST	8
12.03	LOSS OF SENIORITY	8
12.04	TRANSFERS AND SENIORITY OUTSIDE THE BARGAINING UNIT	9
ARTICLE 13 - POSTING, SELECTION AND TRAINING		9
13.01	JOB POSTINGS.....	9
13.02	INFORMATION IN POSTINGS.....	10
13.03	ROLE OF SENIORITY IN PROMOTIONS AND TRANSFERS.....	10
13.04	TRIAL PERIOD.....	10
13.05	NOTIFICATION TO EMPLOYEE AND UNION.....	11
13.06	PROMOTIONS REQUIRING HIGHER QUALIFICATIONS.....	11
13.07	PEOPLE WITH DISABILITIES.....	11
13.08	REPLACEMENT OF RECURRENT TERM EMPLOYEES.....	11
13.09	TRAINING COURSES	12
ARTICLE 14 - LAYOFFS AND RECALLS.....		12
14.01	DEFINITION OF EMPLOYEE	12
14.02	DEFINITION OF LAYOFF.....	12
14.04	LAYOFF AND NOTICE OF LAYOFF	13
14.05	BUMPING PROCEDURE	13
14.06	SERVICE SEVERANCE PAY.....	13
14.07	LAYOFF LIST PLACEMENT	14
14.08	RECALL RIGHTS.....	14
14.09	NOTIFICATION PERIOD – RECALL TO REGULAR OR RECURRENT EMPLOYMENT.....	14
14.10	RECURRENT TERM PLACEMENT ON THE CASUAL CALL-IN LIST	14
14.11	APPRAISAL PERIOD	14
ARTICLE 15 - HOURS OF WORK		15
15.02	AVERAGING HOURS OF WORK FOR PART-TIME RECURRENT TERM EMPLOYEES	15
15.03	MODIFIED WORK WEEK	15
15.04	REST PERIODS/MEAL BREAKS.....	15
ARTICLE 16 - OVERTIME.....		16
16.01	OVERTIME DEFINED	16
16.02	OVERTIME COMPENSATION.....	16
16.03	PART-TIME EMPLOYEES	16
16.04	BANKED OVERTIME	17
ARTICLE 17 - STATUTORY HOLIDAYS		17
17.01	LIST OF HOLIDAYS	17
17.02	HOLIDAYS ON DAYS OFF.....	17
17.03	DECEMBER BREAK	18
ARTICLE 18 - VACATIONS.....		18
18.01	LENGTH OF VACATION.....	18
18.02	VACATION SCHEDULING.....	19
18.03	COMPENSATION FOR HOLIDAYS FALLING WITHIN VACATION SCHEDULES.....	19
ARTICLE 19 - LEAVES OF ABSENCE		19
19.01	ARBITRATION LEAVE PROVISIONS	19
19.02	LEAVE FOR UNION FUNCTIONS.....	19
19.03	BEREAVEMENT LEAVE	20

19.04	TIME OFF FOR ELECTIONS.....	20
19.05	JURY OR COURT WITNESS DUTY.....	20
19.06	UNPAID PERSONAL LEAVE	21
19.07	LEAVE OF ABSENCE FOR UNION BUSINESS.....	21
19.08	SERIOUS ILLNESS LEAVE.....	21
ARTICLE 20 - PAYMENT OF WAGES AND ALLOWANCES		21
20.01	PAY DAYS.....	21
20.02	MATERNITY AND PARENTAL LEAVE WAGE TOP UP.....	22
20.03	COURT TIME	22
20.04	TOOLS, EQUIPMENT AND UNIFORMS	22
20.05	SHOE ALLOWANCE	22
ARTICLE 21 - EMPLOYEE BENEFITS.....		23
21.01	EMPLOYEE BENEFITS	23
21.02	EMPLOYEE BENEFIT ENTITLEMENT.....	23
21.03	HEALTH AND WELFARE BENEFIT PREMIUMS	24
21.04	OPTIONAL GROUP LIFE INSURANCE	24
21.05	HEALTH AND WELFARE BENEFIT COVERAGE FOR RECURRENT TERM EMPLOYEES DURING NON- WORKING PERIODS	24
21.06	SAME SEX RELATIONSHIPS.....	24
21.07	BENEFIT PROVIDER	24
21.08	SICK LEAVE.....	25
21.09	HEALTH AND WELFARE BENEFITS WHILE ON SICK LEAVE	25
21.10	PENSION PLAN.....	25
21.11	JOINT HEALTH AND SAFETY COMMITTEE.....	25
ARTICLE 22 - GRIEVANCE PROCEDURE.....		25
22.01	RECOGNITION OF UNION STEWARDS.....	25
22.02	DEFINITION OF GRIEVANCE	25
22.03	SETTLING OF GRIEVANCE.....	26
22.05	UNJUST DISCIPLINE.....	26
22.06	GRIEVANCES AND REPLIES IN WRITING.....	27
22.08	MUTUALLY AGREED CHANGES	27
ARTICLE 23 - ARBITRATION.....		27
23.01	SELECTION OF ARBITRATOR	27
23.02	ARBITRATOR'S PROCEDURE	27
23.03	DECISION OF THE ARBITRATOR BOARD	27
23.04	DISAGREEMENT ON DECISION.....	28
23.05	AMENDING OF TIME LIMITS.....	28
23.06	EXPENSES OF THE BOARD	28
ARTICLE 24 - DISCIPLINE, SUSPENSION AND DISCHARGE.....		28
24.01	DISCIPLINE AND DISCHARGE PROCEDURE	28
24.02	MAY OMIT GRIEVANCE STEPS	28
24.03	DEMOTION AS DISCIPLINE	28
24.04	CROSSING OF PICKET LINES DURING STRIKES	28
24.05	PERSONNEL RECORDS.....	29
ARTICLE 25 - TECHNOLOGICAL CHANGE		29
25.01	TECHNOLOGICAL CHANGE	29

ARTICLE 26 - CONTRACTING OUT	29
26.01 CONTRACTING OUT	29
ARTICLE 27 - JOB DESCRIPTIONS	30
27.01 JOB DESCRIPTIONS	30
27.02 ELIMINATION OF JOB DESCRIPTIONS.....	30
27.03 NEW JOB DESCRIPTIONS	30
27.04 CHANGES TO JOB DESCRIPTIONS	30
ARTICLE 28 - TERM OF AGREEMENT	31
28.01 DURATION	31
28.02 NEGOTIATIONS	31
28.03 RETROACTIVITY	31
SCHEDULE "A"	32
WAGE SCHEDULE	32
PROBATIONARY RATES	33
APPENDIX "A" – GROUP LIFE INSURANCE COVERAGE	33
LETTER OF UNDERSTANDING #1	34
RE: CASUAL OVERTIME.....	34
LETTER OF UNDERSTANDING #2	35
RE: EI REBATE	35
LETTER OF UNDERSTANDING #3	36
RE: CASUAL CONVERSION TO RECURRENT TERM	36
BARGAINING NOTE – RECURRENT TERM DURATION	37

COLLECTIVE AGREEMENT

BETWEEN THE

WESTERN CANADIAN UNIVERSITIES MARINE SCIENCES SOCIETY
HEREINAFTER REFERRED TO AS THE "EMPLOYER"
("Party" of the first part)

AND THE

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL UNION 401
HEREINAFTER REFERRED TO AS THE "UNION"
("Party" of the second part)

ARTICLE 1 - PURPOSE

1.01 Purpose of Agreement

WHEREAS the Union has been duly certified under the Statutes of the Province of British Columbia;

AND WHEREAS it is the purpose of both Parties to this Agreement:

- To improve relations between the Employer and the Union and to provide settled and just conditions of employment;
- To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, and service;
- To promote the morale, well-being, and security of all employees in the Bargaining Unit;
- To ensure the workplace operates in a safe, effective, and efficient manner.

ARTICLE 2 - RECOGNITION AND NEGOTIATION

2.01 Bargaining Unit

The Employer, or anyone authorized to act on its behalf:

Recognizes the Union as the sole bargaining agent for its employees for whom the Union has been certified as the collective bargaining agent by the Labour Relations Board of British Columbia, and shall not make any written or verbal agreement with any employee represented by the Union which may conflict with the terms of this agreement.

2.02 Right of Fair Representation

The Union shall have the right to have the assistance of representatives of the Canadian Union of Public Employees or any other advisor(s) when dealing or negotiating with the Employer. Such representative(s) and/or advisor(s) shall notify the Employer when they intend to access the Employer's premises, and agreement to allow access will not be unreasonably withheld where the purpose is to deal with any matters arising out of this Collective Agreement.

2.03 Union Officers and Committee Members

a) Shop Stewards

Shop stewards shall conduct their Union work outside of their regular working hours except when representing an employee or the Union in a meeting with the Employer. Where the Employer schedules a meeting during working hours where a shop steward's attendance is required, then the shop steward shall attend without loss of wages. Such meetings shall include meetings scheduled by the Employer and attended by the shop steward where the purpose of the meeting is to investigate whether an employee's conduct may warrant discipline or meetings scheduled by the Employer and attended by a shop steward where the Employer is disciplining an employee.

b) Joint Union Management Committees

Union committee members shall be entitled to attend, without loss of pay, Joint Union/Management Committees established under this collective agreement or legislation unless an unforeseen operational requirement prevents them from attending. In such circumstances the Union, at its discretion, may proceed with the meeting or request a new date and time be determined to meet where the committee membership is exclusively members of Management and members of the Bargaining Unit.

In terms of the monthly Occupational Health and Safety meeting, the meeting will not be rescheduled, but the Union may send an alternate representative where unforeseen operational requirements prevent the primary Union representative from attending.

ARTICLE 3 - UNION SECURITY

3.01 All Employees to be Members

All employees of the Employer, as a condition of continuing employment, shall within thirty (30) days of employment with the Employer become and remain members in good standing of the Union according to the Constitution and Bylaws of the Union.

ARTICLE 4 - DEFINITIONS

4.01 Employee

“Employee” shall mean a person who is an employee as defined in the Labour Relations Code of British Columbia.

4.02 Probationary Employee

“Probationary employee” shall mean a person serving an initial probationary period to determine general suitability for continued employment.

4.03 Regular Employee

- a) “Regular Full-Time Employee” shall mean an employee who is scheduled to work thirty-seven and one half (37.5) hours per week on a continuing basis.
- b) “Regular Part-Time Employee” shall mean an employee who is scheduled to work twenty (20) or more but fewer than thirty-seven and one half (37.5) hours per week on a continuing basis.

4.04 Recurrent Term Employee

“Recurrent Term Employee” shall mean an employee who is scheduled to work between twenty (20) hours per week and up to thirty-seven and one half (37.5) hours per week for a term of no fewer than six (6) months but may work less than twelve (12) months per year on a continuing basis. For the purposes of Recurrent Term employees, the term “continuing basis” shall mean the employee is permanently appointed to work the average weekly hours and months set out in the appointment letter and unless the provisions of the layoff Articles in this agreement are exercised.

4.05 Casual Employee

“Casual employee” is an employee employed on an intermittent and as required basis for operational purposes, including:

- a) Operational requirements that are not being met by Regular and/or Recurrent Term employees.
- b) Replacement of Regular and Recurrent Term employees when they are absent from work or where the Regular or Recurrent Term position is temporarily vacant.
- c) The performance of scheduled work of less than six (6) months in duration. In these circumstances there is no expectation of renewal.

ARTICLE 5 - HUMAN RIGHTS

5.01 The Employer shall not:

- a) Refuse to employ or continue to employ a person or discriminate against a person regarding employment or any term or any condition of employment because of the race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, or age of that person or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person or because of membership in, or participation in the affairs of a trade union.
- b) Subsection (a) does 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, sex, or age, to the operation of a bona fide retirement, superannuation or pension plan or to 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 an employer.
 - As it relates to a refusal, limitation, specification, or preference based on a bona fide occupational requirement.

5.02 The Employer agrees to provide a workplace free from sexual harassment. For the purposes of this Article, sexual harassment shall be defined as any sexually oriented practice that may, by a reasonable standard, have the effect of undermining an employee's basic dignity. Sexual harassment shall include but not be limited to:

- Unnecessary touching or patting and/or;
- Suggestive remarks or other verbal abuse and/or;
- Leering at a person's body and/or;
- Compromising invitations and/or;
- Demands for sexual favours and/or;
- Physical assault.

5.03 The Employer shall provide a harassment free workplace for all employees. For the purposes of this Article, harassment shall be defined as a concerted course of action, that by a reasonable standard could be seen to have the effect of devaluing or humiliating an employee. Harassment shall include, but not be limited to unwelcome comments or jokes and the imposition of unfair, biased or discriminatory treatment in the workplace. Harassment might occur but is not limited to situations where there is an imbalance of power.

5.04 Cases of alleged sexual harassment, discrimination or harassment shall be dealt with under the grievance procedure. Where the alleged harasser and/or discriminator is the person who would normally deal with such grievance at any step, and the Employer fails to replace that person, the matter shall be referred to the next step.

ARTICLE 6 - CORRESPONDENCE BETWEEN THE PARTIES

6.01 Correspondence

All correspondence between the Parties arising out of this Agreement and incidental thereto shall pass to and from the Deputy Director/Operations Manager to the 1st Vice President of the Union. The Parties further agree to utilize e-mail as much as practicable. All correspondence shall be copied to CUPE Local 401 office.

ARTICLE 7 - CHECK-OFF OF UNION DUES

7.01 Check-off Payments

The Employer agrees to the check-off of all Union dues, fees and assessments levied in accordance with the Constitution and Bylaws of the Union. The Union agrees to advise the Employer in writing, of the amounts of such Union dues, fees and/or assessments as may be determined from time to time by the Union.

7.02 Deductions

The Employer shall, within thirty (30) days of written notice pursuant to 7.01 above, deduct from the earnings of the employees such dues, fees and assessments and shall forward to the Union the total of such amounts deducted, together with a list of those employees from whom such deductions were made and the amounts so deducted. Such deductions to be remitted to the Union not later than the fifteenth (15th) day of the following month.

ARTICLE 8 - NEW EMPLOYEES

8.01 New Employees

The Employer agrees to provide new employees with a hard copy, or access to an electronic version of the Collective Agreement.

The Employer agrees that Union representatives shall be able to book meeting space at the Employers premises, at no cost to the Union in order to introduce themselves and orientate new employees. This shall be done outside regular work hours.

ARTICLE 9 - BARGAINING COMMITTEE

9.01 Union Bargaining Committee

A Union Bargaining Committee shall consist of not more than three (3) members of the Bargaining Unit. The Union will advise the Employer of the Union members on the committee. The Union shall endeavour to ensure the Employers operational requirements are considered in the selection/election of committee members in order to minimize operational disruptions. Negotiations shall be scheduled such that the operating requirements of the Employer will be met.

The Employer shall provide time for two (2) Bargaining Unit members to participate in negotiation meetings attended by both the Employer and the Union bargaining committee members, without loss of pay. Where the Union requires a third bargaining committee member from the Bargaining Unit, the Employer shall maintain wages and benefits for the member and invoice the Union for the cost.

9.02 Meeting of Committee

In the event that either party wishes to call a bargaining meeting, the meeting shall be held at a time and place fixed by mutual agreement.

ARTICLE 10 - LABOUR – MANAGEMENT COMMITTEE

10.01 Establishment of Committee

A Labour-Management Committee shall be established consisting of not more than two (2) representatives of the Union and two (2) representatives of the Employer. The committee shall enjoy the full support of both Parties in the interests of improved service to the public and job security for the employees. The committee shall share the chair and secretarial duties.

10.02 Function of Committee

- a) The Employer and the Union shall consult regularly during the term of the agreement about issues relating to the workplace that affect the parties or any employee bound by this agreement.
- b) The purpose of the Labour-Management Committee is to promote the co-operative 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.

10.03 Meetings of Committee

The committee shall meet at least every two (2) months as required, at a mutually agreeable time and place. Its members shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with this committee. The Chair of the committee will alternate between the parties.

10.04 Minutes of Meetings

Summary notes shall be kept of all meetings and shall be made available and supplied to the Union.

10.05 Jurisdiction of Committee

The committee shall not have jurisdiction over wages or any matter of collective bargaining including the administration of this Collective Agreement and grievances.

ARTICLE 11 - PROBATION

11.01 Probation for Newly Hired Employees

A newly hired Regular or Recurrent Term employee shall be on probation only for the time period set out in Article 11.02. During the probationary period the employee shall be entitled to all rights and benefits of this Agreement, and for the purposes of health, welfare and pension benefits only, subject to the qualifying times for benefits. After completion of the probationary period, seniority shall be effective from the original date of employment.

11.02 Probationary Term for Regular and Recurrent Term Employees

Regular and Recurrent Term employees shall serve an initial probationary period of six (6) calendar months worked from date of hire.

11.03 Probationary Term for Casual Employees

Casual employees shall serve an initial probationary period of five hundred and twenty (520) hours worked or two (2) years of service, whichever occurs first for each position (as set out in Schedule "A") that they work in as a casual employee.

ARTICLE 12 - SENIORITY

12.01 Seniority Defined

- a) For the purposes of this Agreement, Regular and Recurrent Term employees' seniority shall be defined as the length of service with the employer based on the date of hire. Regular and Recurrent Term employees shall continue to accrue seniority while on leave, including leave for education and training purposes, Union leave, jury and court witness leave, Workers' Compensation benefits and any medical related leave for a period of up to one (1) year. Regular and Recurrent Term employees shall accumulate seniority during the probationary period.
- b) Casual employees shall accrue seniority on the basis of hours worked for the purpose of determining preference for call-in to work shifts as required. Any Casual employee who is the successful applicant for a Regular or Recurrent Term position shall accrue seniority beginning the date of appointment to a Regular or Recurrent Term position with their accumulated hours worked as a Casual employee converted to full-time equivalent and their effective seniority date back dated accordingly.

12.02 Seniority List

- a) For Regular and Recurrent Term employees, the Employer shall maintain a seniority list showing the current position and department and the date upon which each employees' service commenced with the Employer. Where two (2) or more employees' commenced work on the same day preference shall be in accordance with the date the application was received. An-up-to date seniority list shall be sent to the Union and posted on the Union bulletin board in March of each year.
- b) The Employer shall maintain a Casual employee seniority list for the purposes of determining priority for call-in work assignments. This list shall be updated monthly and posted on the Union bulletin board.

12.03 Loss of Seniority

An employee shall not lose seniority if he/she is absent from work because of sickness, disability, accident, layoff or leave of absence provided for in this agreement. An employee shall only lose seniority in the event that he/she:

- a) Is discharged for just cause and is not reinstated.
- b) Resigns in writing and does not withdraw such resignation within five (5) days.

- c) Is absent from work in excess of three (3) working days without sufficient cause or without notifying the Employer unless such notice was not reasonably possible.
- d) Fails to return to work within thirty (30) calendar days following a layoff and after being notified by registered mail, by hand or by courier to do so. It shall be the responsibility of all employees to keep the Employer informed of their current contact information.
- e) Is laid off for a period longer than twelve (12) months.

12.04 Transfers and Seniority Outside the Bargaining Unit

No employee shall be transferred to a position outside the Bargaining Unit without his/her consent. If a Regular or Recurrent Term employee is transferred to a permanent position outside of the Bargaining Unit, he/she shall retain his/her seniority acquired at the date of leaving the Bargaining Unit for a maximum period of four (4) months, but will not accrue any further seniority. If such an employee returns to the Bargaining Unit within the four (4) month period, they shall be placed on the recall list.

If a Regular or Recurrent Term employee accepts a temporary position outside the Bargaining Unit, he/she shall retain his/her seniority acquired at the date of leaving the Bargaining Unit for a maximum period of one (1) year, but will not accrue any further seniority. On return to the Bargaining Unit, they will return to their previous or equivalent position. In unusual circumstances where a temporary assignment extends beyond one (1) year or is scheduled for more than one (1) year, the Labour Management Committee will discuss whether to extend the provisions of the temporary assignment. Any agreement to extend a temporary assignment must be mutually agreed between the Parties in writing.

ARTICLE 13 - POSTING, SELECTION AND TRAINING

13.01 Job Postings

When a new Bargaining Unit position is created, or when a vacancy which the Employer intends to fill occurs, the Employer shall notify the Union in writing and post notice of the position on the Union bulletin board within five (5) calendar days of the vacancy. Such positions will be posted for a minimum of seven (7) calendar days so that all members can know about the vacancy or new position.

13.02 Information in Postings

Such notice shall contain the following information:

Nature of position as set out in the job description, department, required knowledge, skills and abilities, information on shift work if applicable, minimum hours of work and wage rate. Such knowledge, skills and abilities shall be only those necessary to perform the job function.

13.03 Role of Seniority in Promotions and Transfers

Both Parties recognize:

- a) The principle of promotion within the service of the Employer; and
- b) That job opportunity should increase in proportion to seniority as calculated in accordance with Article 12.01.

Therefore, when making appointments to positions posted pursuant to Article 13.01, such appointments shall be made of the applicant with the greatest seniority who possesses the required knowledge, skills, and ability. Where no internal applicant has the required knowledge, skills and ability, the Employer may consider external applicants.

In the case of Bargaining Unit supervisory positions, appointments to positions posted pursuant to Article 13.01 will be made based on the knowledge, skills, and abilities of the applicants and where this is relatively equal, then the applicant with the greatest seniority shall be appointed. In considering appointments to Bargaining Unit supervisory positions the Employer may consider internal and external applicants.

Appointments from within the Bargaining Unit shall be made within seven (7) days of close of posting.

13.04 Trial Period

- a) The successful internal applicant for a non-supervisory position shall be given a trial period of six (6) weeks.
- b) The successful internal applicant for a Bargaining Unit supervisory position shall be given a trial period of three (3) months.

Conditional upon satisfactory performance in the position (as set out in "a)" or "b)" above), the employee shall be declared permanent after the conclusion of the trial period. In the event the successful applicant proves unsatisfactory in the position during the trial period, the employee shall be returned to their former position, wage or salary rate without loss of seniority. Should the Employers decision be the subject of a grievance the Union will bear the onus of proving that the employee could perform satisfactorily.

Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position, wage, or salary rate without loss of seniority.

13.05 Notification To Employee and Union

Within seven (7) calendar days of the date of appointment to a vacant position the name of the successful applicant shall be posted on the Union bulletin board. The Employer shall provide notification of any shortcomings in the knowledge, skills or abilities, or seniority to any unsuccessful internal applicants who requested same.

13.06 Promotions Requiring Higher Qualifications

If no Bargaining Unit applicant is appointed to a vacancy in accordance with Article 13.03, and the Employer has had the option of considering external applicants, then the Employer, with the agreement of the Union may give consideration for promotion to an internal applicant who does not possess the required knowledge, skills and abilities, but is likely to achieve those qualifications within an extended trial period to be mutually agreed between the Parties. If the qualifications are not met within this time, the employee shall revert to his/her former position.

13.07 People With Disabilities

On request, the Employer shall, provided there is no undue hardship placed on the Employer or the Union, accommodate employees when, through injury, illness, or disability, such employee is unable to perform his/her normal duties.

13.08 Replacement of Recurrent Term Employees

In circumstances where a Recurrent Term employee takes a leave for longer than six (6) months, and the Employer intends to fill all or part of the vacancy, that employees' regularly scheduled hours of work shall be offered to existing Recurrent Term employees on a seniority basis for positions covered by their job descriptions.

Employees will be expected to accept all of the hours offered however, the Employer may at their discretion distribute available hours of work to other Recurrent Term employees.

The regularly scheduled hours of work normally assigned to the Recurrent Term employee who exercises their seniority pursuant to this section shall be offered to Regular Part-Time employees on the same basis as Recurrent Term employees. Should the vacancy still remain, then the position may be filled by Casual employees who possess the required knowledge, skills and abilities to perform the work.

Nothing in the above precludes the Employer from filling the original vacancy with a casual employee where no Recurrent Term employee has elected to fill the vacancy.

13.09 Training Courses

- a) Where the Employer requires an employee to attend training, the Employer shall pay the cost of the course plus wage loss, cost of the most efficient transportation, accommodation (if required) and a daily per-diem, (in an amount not less than sixty dollars (\$60.00)) per twenty-four (24) hour period, to any employee taking any such course.

Upon application, an employee may receive full or partial compensation from the Employer as set out above, for courses requested by the employee and approved by the Employer. The amount of any such compensation shall be specified by the Employer in writing to the employee, and copied to the Union.

ARTICLE 14 - LAYOFFS AND RECALLS

14.01 Definition of Employee

For the purposes of this Article only, "employee" shall be defined as a Regular or Recurrent Term employee.

14.02 Definition of Layoff

- a) For the purposes of Regular Full-Time employees, a layoff shall be defined as a reduction in the employees' regular hours of work.
- b) For the purposes of Regular Part-Time employees, a layoff shall be defined as a permanent reduction in hours of work of more than twenty percent (20%) of the employees regularly scheduled hours of work, but in no case can this reduction result in fewer than twenty (20) regularly scheduled hours of work a week without this being declared a layoff. Any reduction of regularly scheduled hours of work shall be implemented in reverse order of seniority in positions covered by the same job description.
- c) For the purposes of Recurrent Term employees, a layoff shall be defined as a reduction in the average number of hours of work specified for that employee in accordance with Article 15.02 or a reduction in the length of the recurrent term.

14.03 Seniority Recognition

Both Parties recognize that job security shall increase in proportion to length of service with the Employer. Therefore, Employees shall be laid-off in reverse order of Bargaining Unit seniority.

14.04 Layoff and Notice of Layoff

Unless legislation is more favourable for employees, the Employer shall provide written notice to employees who are to be laid off pursuant to this Article, two (2) calendar weeks prior to the effective date of such layoff. Employees who have completed three (3) years continuous service shall receive an additional one (1) calendar week per additional year of service, to a maximum total of eight (8) calendar weeks' notice. If the employee has not been given an opportunity to work the applicable notice period, the employee shall be paid for that portion of the notice period during which work was not made available provided the employee would otherwise have been scheduled to work during the notice period.

14.05 Bumping Procedure

- a) Within five (5) calendar days following notification that they occupy a position designated for layoff, employees shall be given the opportunity to exercise their seniority by specifying in writing the position they desire to bump into, provided always that the bumping employee has the knowledge, skills and ability required to perform the work in question. The employee may bump in to positions at or below their current rate of pay. This includes bumping in to Regular or Recurrent Term positions and positions that have greater, fewer or the same number of working hours as their current position. Failure to indicate the desire to bump and the position the employee wishes to bump in to when given the opportunity under this Article shall result in the affected employee being placed on the recall list in accordance with Article 0.
- b) Where an employee is given notice that he or she will be bumped, they will follow the process set out in 14.05 a) above. Where such employee has no bumping options they shall select either to be placed on the recall list (Article 0) or receive severance pay (Article 14.08).

14.06 Service Severance Pay

Employees who are eligible for, but elect not to go on the layoff and recall list shall be entitled to severance pay on the basis of one weeks pay (five [5] days), for each year of service in a Regular or Recurrent Term position. Service will be prorated on a monthly basis for partial years of service. For Recurrent Term employees, severance pay will be pro rated based on a percentage of full-time hours worked. Employees who elect this option shall lose seniority and recall rights and will be deemed to have terminated their employment with the Employer.

Severance pay shall be calculated based on the employee's average pay over the last two (2) pay periods worked in their position.

14.07 Layoff List Placement

Employees laid off from Regular and Recurrent Term positions in accordance with this Article and who do not elect to take severance pay, shall be placed on the recall list in seniority order for a period of twelve (12) months from the date of layoff.

14.08 Recall Rights

Should vacancies for Regular or Recurrent Term positions occur following a layoff, the Employer shall attempt to recall laid off employees in seniority order provided they have the required knowledge skills and abilities to perform the work in question before offering employment to a new employee. It shall be the responsibility of laid off employees to notify the Employer in writing of their current contact information.

14.09 Notification Period – Recall to Regular or Recurrent Employment

The Employer shall attempt to contact a laid off employee on the recall list having the knowledge, skills and abilities required to perform the work in question at the telephone number so provided to instruct the employee of the date and time to report for work. Should the Employer be unable to contact the employee within five (5) calendar days or should the employee either not accept the recall within forty-eight (48) hours after notification under this Article or fail to report on the date and time required, the position will be offered to the next person on the recall list having the knowledge, skills and abilities.

14.10 Recurrent Term Placement on the Casual Call-In List

A Recurrent Term employee shall have the option to be placed on the Casual call-in list in seniority order and offered any opportunity to work additional shifts in positions covered by their job description during the period commencing with the end of their term, and it's subsequent continuation.

14.11 Appraisal Period

An employee, who elects to bump in accordance with this Article or who is recalled in accordance with this Article, shall serve an appraisal period not exceeding one (1) month (except when re-employed in the same position occupied before the layoff) in the new position. In extenuating circumstances, this period may be extended by an additional month if agreed between the Parties in writing. During the appraisal period, should the employee prove unable to satisfactorily perform the duties of the new position the employee shall be provided with five (5) calendar days notice to specify in writing the position they desire to bump in to consistent with Article 14.05 and where they have no bumping options the employee shall elect to be placed on the recall list (Article 0) or receive severance pay (Article 14.06). The decision of the Employer that the employee has performed unsatisfactorily is subject to appeal through the grievance procedure.

ARTICLE 15 - HOURS OF WORK

15.01

- a) Regular full-time employees shall work seven and one half (7.5) consecutive hours exclusive of one-half ($\frac{1}{2}$) hour meal break. Shifts shall be scheduled between the hours of 6 a.m. and 10 p.m. for all staff excluding the Security and Maintenance Worker position for which shifts shall be scheduled between the hours of 3 p.m. and 12 midnight.
- b) Shift schedules shall consist of five (5) consecutive days of work followed by two (2) consecutive days of rest. The work week shall be scheduled between Sunday and Saturday.
- c) Part-Time and Recurrent Term employees shall be scheduled to work in accordance with 15.01 a) and b) above, except that Part-Time and Recurrent Term employees may be scheduled fewer than five (5) days per week and fewer than seven and one half (7.5) hours per day provided that there shall be a minimum of thirty-two (32) consecutive hours free from work in any work week.

15.02 Averaging Hours of Work for Part-Time Recurrent Term Employees

For Part-Time Recurrent Term employees, the Employer may vary the number of hours worked in a day or in a week, however the Employer shall provide hours of work equal to the "average number of hours" set out in the employees' appointment letter, in each month.

15.03 Modified Work Week

Any modified work week not in accordance with Article 15.01 above may only be implemented upon mutual consent between the Parties. Notwithstanding the foregoing, in special circumstances where an employee requests, occasional variations to 15.01 above may be approved provided the supervisor also approves.

15.04 Rest Periods/Meal Breaks

- a) An employee shall be scheduled to a paid rest period of fifteen (15) consecutive minutes during each four (4) hours or longer worked. Employees who work shifts of six (6) hours or more shall be scheduled to two (2) paid rest periods of fifteen (15) consecutive minutes. Unless there is an urgent operational issue, rest periods shall be taken at or near the mid-point of the first and second portions of the shift as appropriate.
- b) An employee shall be entitled to a one half ($\frac{1}{2}$) hour unpaid meal break during any shift of five (5) hours or more which shall normally be scheduled at the mid-point of the shift.

- c) Where the Employer requires an employee to remain available for work during a meal break, the employee shall be paid for that meal break at a rate of one and one-half times (1.5x) their rate of pay.

ARTICLE 16 - OVERTIME

16.01 Overtime Defined

Overtime shall be defined as time worked in excess of seven and one-half (7.5) hours on any day or more than thirty-seven and one half (37.5) hours worked in any week. Overtime must be approved by the supervisor (or alternate management member) prior to being worked except where the matter is an operational emergency, and a management member cannot be contacted.

16.02 Overtime Compensation

- a) Daily: Overtime shall be paid at a rate of one and one-half times (1.5x) the employees' normal rate of pay for the first three hours and double time (2x) the employees' normal rate of pay for any hour worked or portion thereof calculated in fifteen (15) minute increments.
- b) Weekly: Overtime shall be paid to any employee who works in excess of thirty-seven and one half (37.5) hours in any week at a rate of one and one half times (1.5x) for the first seven and one half (7.5) hours and double time (2x) for any hour or portion thereof calculated in fifteen (15) minute increments.
- c) Regular and Recurrent Term employees required to work on a statutory holiday shall receive another regularly scheduled day off in lieu of the statutory holiday plus double time (2x) pay for all hours worked on the statutory holiday.
- d) Casual employees who qualify for a paid statutory holiday specified in Article 17.01 shall be paid for the statutory holiday in accordance with the Employment Standards Act. If any Casual employee is required to work any statutory holiday, they shall be paid overtime at a rate of double time (2x) their normal hourly rate for all hours worked on the statutory holiday.

16.03 Part-time Employees

Any Regular or Recurrent Part-time employee working less than regular full-time hours per day or per week as set out in Article 15.01 shall be paid straight time for all regularly scheduled hours of work. Notwithstanding the foregoing, overtime rates shall apply pursuant to Article 16.02 above.

16.04 Banked Overtime

Regular Full-Time and Recurrent Term employees required to work overtime shall once each year declare in writing whether overtime earned by the employee shall be paid as it is earned or banked as Compensatory Time Off (CTO). If an employee does not declare their choice, then the default shall be that the employee will be paid overtime as it is earned. In the case of Recurrent Term employees, they must make their declaration prior to the commencement of their term. For a Regular employee the declaration should be made by the start of the fiscal year (April 1).

Any unused CTO shall be paid out at the end of the Employers fiscal year in the case of a Regular Full-Time employee, and on the last pay day in November each year in the case of a Recurrent Term employee.

ARTICLE 17 - STATUTORY HOLIDAYS

17.01 List of Holidays

All Regular employees and Recurrent Term employees who have worked fifteen of the previous thirty (30) calendar days prior to the holiday shall be entitled to receive one (1) day off with pay on the following holidays:

New Year's Day	Labour Day
Family Day	National Day for Truth and Reconciliation
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
British Columbia Day	

AND all holidays proclaimed by the British Columbia and/or federal governments.

Where an aforementioned holiday falls on a Saturday or Sunday, the Employer shall observe the day(s) as designated by the Provincial or Federal Government.

Casual employees will receive entitlement to the above noted statutory holidays in accordance with the Employment Standards Act.

17.02 Holidays on Days Off

When any of the above-noted paid holidays fall on a Regular or Recurrent Term employee's scheduled days off, the employee is entitled to an additional day off with pay established by mutual agreement between the employee and the employee's immediate supervisor.

17.03 December Break

In addition to the Holidays set out in 17.01 above, Regular employees shall be granted days off without loss of pay, seniority, or benefits for three (3) days commencing December 27 each year.

ARTICLE 18 - VACATIONS

18.01 Length of Vacation

- a) A Regular employee shall receive an annual vacation with pay in accordance with the employee's years of employment as follows:
 - (i) In the first part calendar year of service - one and one quarter (1¼) working days for each calendar month worked or six percent (6%) whichever is greater.
 - (ii) During the second (2nd) up to and including the sixth (6th) calendar year of service – twenty (20) working days or eight percent (8%) whichever is greater.
 - (iii) During the seventh (7th) up to and including the eleventh (11th) calendar year of service an additional one (1) day per calendar year of service to a maximum of – twenty-five (25) working days or ten percent (10%) whichever is greater.
- b) Recurrent Term employees shall receive vacation pay on each payday in lieu of paid vacation time off as follows:
 - (i) During the first part calendar year of service, four percent (4%) of employee earnings;
 - (i) During the second (2nd) up to and including the fourth (4th) calendar year of service, six percent (6%) of employee earnings;
 - (ii) During the fifth (5th) and all subsequent calendar years of service, eight percent (8%) of employee earnings.
- c) Casual employees shall be paid vacation pay in lieu of vacation on each pay day as follows:
 - (i) Four percent (4%) of employee earnings
 - (ii) Six percent (6%) of employee earnings provided such employee has worked more than five (5) days in each of the five (5) preceding years.

Notwithstanding the foregoing, Recurrent Term employees may request vacation time off without pay each year in an amount prescribed by the Employment Standards Act. Such request shall be subject to operational requirements and not unreasonably withheld. Any time off without pay so taken shall be deducted from the Recurrent Term employees' guaranteed minimum hours of work for the applicable month.

18.02 Vacation Scheduling

Subject to operational requirements, employees entitled to paid vacation and those Recurrent Term employees who request vacation time off without pay, will have vacations scheduled on a seniority basis in consultation with the Employer.

Paid vacations must be used in the year they are earned except, in extenuating circumstances, an employee may carry forward up to five (5) days of paid vacation to the following year subject to approval by the employer.

18.03 Compensation for Holidays Falling Within Vacation Schedules

If a paid holiday falls on or is observed during an employee's vacation period, they shall be allowed an additional vacation day with pay at a time mutually agreed. If an employee is on unpaid vacation time off, such employee shall receive a days pay for the holiday.

ARTICLE 19 - LEAVES OF ABSENCE

19.01 Arbitration Leave Provisions

An employee representative of the Union, and any required bargaining unit witnesses shall not suffer any loss of pay, seniority or benefits for the time involved at an arbitration hearing with the Employer during working hours.

The Parties will endeavour to schedule arbitration hearings in such a way that the Employer is able to make the necessary arrangements so that the employee representative and required witnesses can be released from their regular duties, provided that a grievance arbitration respecting any matter involving suspension or termination shall not be delayed by this provision.

Employee representatives and employee witnesses shall remain on payroll, without loss of seniority or benefits and the Employer will invoice the Union for the cost of pay and benefits for the employee representatives and for any employee witnesses called by the Union.

19.02 Leave For Union Functions

An employee who is elected or appointed to represent the Union at Union functions may request and shall be granted leave of absence, subject to operational requirements. Such leave shall not be unreasonably denied.

Such leave shall be with pay, subject to reimbursement by the Union and without loss of benefits or seniority. The Employer shall continue to maintain the employee on payroll and shall invoice the Union for such wages and benefits.

19.03 Bereavement Leave

- a) Paid time off for bereavement leave applies to Regular, Recurrent Term and Casual employees with scheduled shifts.
- b) In the event of the death of a spouse or child, an employee shall be allowed bereavement leave without loss of pay for a period of up to seven (7) calendar days. Upon written request by an employee, up to five (5) calendar days without loss of pay shall be granted in the case of the death of any other member of the employee's immediate family.
- c) At the discretion of the Director, up to two (2) working days off with pay may be granted for an employee to attend a funeral of a close personal friend.
- d) Where the employee is required to attend away from their normal place of residence, such leave shall also include reasonable travelling time, not to exceed three (3) additional calendar days without loss of pay.
- e) Notwithstanding the provisions contained in this Article, the employee shall provide the Employer, on request, with reasonable proof of bereavement relationship.
- f) For the purposes of this Article:
 - (i) Spouse includes an individual to whom the employee is married or with whom the employee has been cohabiting for a period of not less than one (1) year.
 - (ii) Immediate family means spouse, parent, guardian, grandparent, grandchild, son, daughter, foster child, brother or sister of the employee or any other person permanently residing with the employee. Immediate family shall also include in-laws of the foregoing (i.e., son-in-law, daughter-in-law, grand-parent-in-law etc).

19.04 Time Off For Elections

Employees shall be allowed time off with pay as specified in the appropriate elections act so that they may vote before the close of polls.

19.05 Jury or Court Witness Duty

A Regular or Recurrent Term employee who is required by law to serve as a juror or witness in any court action, except when such court action is as a result of the employee's private affairs, shall be provided a leave of absence, and that leave of absence shall be with pay for a maximum of one (1) month, provided the employee deposits with the Employer any pay received for such service, other than payment for travelling, meals or other expenses.

19.06 Unpaid Personal Leave

A Regular or Recurrent Term employee, after three (3) years of service, shall be entitled to leave of absence without pay and without loss of seniority for a maximum of twelve (12) months, subject to the operational requirements of the Employer, but will not be unreasonably denied. The request for the leave and its approval shall be in writing.

19.07 Leave of Absence for Union Business

An employee who is selected or elected to a position with the Union, the BC Federation of Labour, Labour Councils, CUPE District Councils, the Canadian Labour Congress or CUPE BC shall be entitled to a leave of absence without pay and without loss of seniority. Leave for Union business shall be for up to one (1) year at a time provided that renewal must be applied for in writing with adequate notice.

For the purposes of Article 19.07, if any such leave is extended for a second year, the employees' position may be posted and awarded pursuant to this agreement. Upon return to the Bargaining Unit the employee may bump the employee employed in their previous job who has the least seniority regardless of that employees' minimum hours of work.

19.08 Serious Illness Leave

The Director may grant paid leave of a limited duration in order for an employee to attend to an emergency situation involving a spouse, child, parent or parent-in-law, sister or brother who has experienced a sudden serious injury or illness that could not have been reasonably foreseen. The ordinary expectation is that such leave will not exceed two (2) working days.

Notwithstanding the above, Compassionate Care leave shall be granted to any employee in accordance with Section 52.1 of the Employment Standards Act.

ARTICLE 20 - PAYMENT OF WAGES AND ALLOWANCES

20.01 Pay Days

The Employer shall pay salaries and wages twice monthly in accordance with Schedule "A" attached hereto and forming part of this Agreement. On each pay day each employee shall be provided with an itemized statement of their wages, overtime and other supplementary pay and deductions.

All employees shall participate in a system of direct deposit of paycheques.

20.02 Maternity and Parental Leave Wage Top Up

In addition to the applicable sections of the Employment Standards Act, regular and recurrent term employees who are not on lay-off or leave of absence and have been employed for more than one (1) year at the time of commencement of the leave are eligible to receive a supplementary salary payment for eighteen (18) weeks of pregnancy leave or parental leave, but in no case shall the total amount of supplementary salary payment exceed eighteen (18) weeks, or in the case of a recurrent term employee up to the completion of the scheduled term whichever is less.

This supplementary payment shall be equal to the difference between ninety-five percent (95%) of the employee's basic earnings for months in which the employee would otherwise have worked and the amount of Employee Insurance pregnancy or parental benefits the employee is receiving.

If both parents are regular and/or recurrent term employees who are eligible for the supplementary salary payment, then either party may apply for the supplementary salary payment in its entirety, or the supplementary salary payment may be divided between them for a combined period that will not exceed eighteen (18) weeks.

20.03 Court Time

If an employee is required to appear at a legal proceeding at the request of the Employer, the employee will be reimbursed at his/her normal rate of pay during his/her regular scheduled hours of work. An employee required to appear at such court hearing in excess of his/her regular scheduled hours of work shall be paid overtime in accordance with the collective agreement.

20.04 Tools, Equipment and Uniforms

Where the Employer requires employees to wear a uniform, or wear protective clothing, and equipment as required by WCB, the Employer shall provide and clean the uniform and provide and maintain protective clothing and equipment.

20.05 Shoe Allowance

Where a Regular or Recurrent Term employee wears or is required to wear work appropriate footwear the employee, upon proof of purchase of suitable footwear will be entitled to an allowance of up to three hundred dollars (\$300) every two (2) years.

ARTICLE 21 - EMPLOYEE BENEFITS

21.01 Employee Benefits

While the benefit levels are not changing, the parties are agreed that they will increase consistent with any change implemented for this by the University of Victoria (UVic).

21.02 Employee Benefit Entitlement

Regular employees, and Recurrent Term employees whose regularly scheduled work week is twenty (20) hours or more shall be entitled to the following health and welfare benefits.

Casual employees who work or are scheduled to work twenty (20) hours per week or more for a period of time three (3) months or longer will also qualify for health and welfare benefit coverage on the same basis as Regular and Recurrent Term employees for the duration of their assignment.

The Health and welfare Benefits noted above are:

- a) Medical Services Plan (MSP) providing medical and surgical benefits provided through the Provincial Medical Services Plan.
- b) Dental Plan coverage including:
 - 80% for basic services
 - 50% for crowns and bridges
 - 50% for orthodontics to a lifetime maximum of \$2000.00
- c) Extended Health Care Plan covering specified hospital/medical expenses not covered by the provincial health care plan, coverage is pursuant to the carrier's coverage policy. Coverage includes prescription drug coverage and emergency out of Province medical coverage. There is a fifty-dollar (\$50.00) deductible for each person or family in a calendar year.
- d) Group Life Insurance providing life insurance coverage that varies between one (1) and five and one-half (5.5) times an employees annual salary based on age, (see Schedule "A").

Benefit entitlement shall be effective the first month following three (3) months of employment. All eligible employees will be given a one-time option at the time of qualifying to specify whether they will or will not participate in the benefit plans.

21.03 Health and Welfare Benefit Premiums

Health and Welfare benefits as set out in Article 22.01 shall have the premium costs shared, with fifty percent (50%) of the premium costs paid by the Employer and fifty percent (50%) of the premium costs paid by the employee.

21.04 Optional Group Life Insurance

The Employer shall make available Optional Group Life Insurance providing additional life insurance to Regular and Recurrent Term employees subject to the conditions established by the carrier. Premiums for Optional Group Life Insurance are paid by the employee.

21.05 Health and Welfare Benefit Coverage for Recurrent Term Employees During Non-Working Periods

Recurrent Term employees shall have the option of:

- a) Continuing benefit coverage for the period commencing with the end of their term and its subsequent continuation by providing the Employer post-dated cheques to cover the full cost of premiums for the non-working period or;
- b) Suspend benefit coverage and have it resume at the commencement of the following term. Should the employee elect this option there will be no subsequent waiting period.

21.06 Same Sex Relationships

A Regular or Recurrent Term employee who cohabitates with a person of the same sex and who represents that person as a "spouse" (partner) and who has done so for a period of not less than one (1) year, shall be eligible to have that person covered as a spouse for the purposes of Medical Services Plan, Extended Health Care Plan, Dental Plan and Group Life Insurance (including Optional Group Life Insurance).

21.07 Benefit Provider

The Parties are aware that health and welfare benefits, with the exception of the Medical Services Plan, are provided through an agreement between the University of Victoria and the carrier to provide benefits to agency employers. The Employer is one of the agency employers and the benefits provided are as determined by this plan. Should the University amend the plan to improve benefits, the Employer may be required to change benefits to conform with the new details of the plan. Should the University reduce benefits and the Employer is unable to gain an exemption from this reduction then the Employer shall make these changes when required to do so.

In any event any amendments, or proposed amendments to Health and Welfare Benefit plans will be brought to the Labour Management Committee for review and discussion at the earliest opportunity.

21.08 Sick Leave

Regular and Recurrent Term employees will accrue a sick leave benefit of one and one quarter (1.25) days of sick leave per month. For clarity a Recurrent Term Employee on a nine (9) month term, would for example, have an annual sick leave benefit of eleven and a quarter (11.25) days. Unused sick leave may be banked by the employee to a maximum of ninety (90) days and paid out at the end of their employment at a rate of twenty-five percent (25%) of their normal pay, except when terminated for just cause.

21.09 Health and Welfare Benefits while on Sick Leave

Health and Welfare benefits will be continued while an employee is on sick leave.

21.10 Pension Plan

Regular and Recurrent Term employees are currently eligible to join the University of Victoria Staff Pension Plan after one year of service.

Employee contribution rates are as determined by the Trustees to the Plan. The Parties recognize and understand these rates may be adjusted depending on negotiations between CUPE and the University of Victoria.

21.11 Joint Health and Safety Committee

A Health and Safety Committee shall be established for jointly considering, monitoring, inspecting, investigating, reviewing, and improving health and safety conditions and practices.

ARTICLE 22 - GRIEVANCE PROCEDURE

22.01 Recognition of Union Stewards

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Stewards to assist any Employee which the Union represents, in preparing and presenting his/her grievance in accordance with the grievance procedure. The work required to exercise these rights and duties shall be carried out at times specified in Article 2.03 (a).

22.02 Definition of Grievance

A grievance shall mean any difference between the parties arising out of the interpretation, application, operation or alleged violation of this Agreement or any difference concerning the suspension, discipline or dismissal of any employee, or any question as to whether any matter is arbitrable.

22.03 Settling of Grievance

An Employee is encouraged to discuss, prior to the formal initiation of a grievance, any complaints relating to their employment with the supervisor in an effort to resolve the matter promptly and informally. It is agreed that such resolutions shall be without prejudice or precedent to the Union and the Employer with respect to any future grievance. An employee may, at their discretion refer any complaint directly to the Union for processing at the appropriate step of the grievance procedure.

- a) Failing resolution of a complaint, the Union may initiate a formal grievance on behalf of an Employee, a group of Employees, or the Union, and shall proceed by the following steps without delay and without work stoppage:

Step 1 - The grievance shall be submitted in writing to the Department Manager within fourteen (14) calendar days of the time the Union could reasonably have become aware of the grievable action having taken place. The Department Manager, shall meet and discuss the matter with the Union within seven (7) calendar days of receipt of the grievance and after meeting with the Union, shall render their decision in writing to the Union within seven (7) calendar days of such a meeting.

Step 2 - Failing settlement being reached in Step 1, the Union may submit the written grievance to the Director or designate who shall arrange a meeting with the Union within ten (10) calendar days of receipt of the grievance and render a written decision within seven (7) calendar days following such a meeting.

Step 3 - Failing a satisfactory settlement being reached in Step 2, either Party may refer the dispute to arbitration.

- b) The Parties may, by mutual written consent, waive any stage or time limit of the grievance procedure described above.

22.04 Deviation From Grievance Procedure

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

22.05 Unjust Discipline

An employee shall not be disciplined or discharged without just cause and an arbitrator shall have the authority to make any such employee whole again.

22.06 Grievances and Replies in Writing

- a) A grievance shall set out the nature of the grievance, the circumstances from which it arose, the Article alleged to have been violated, and the remedy or correction sought; and
- b) A reply shall state the decision, the reason for the decision, and the remedy or correction proposed.

22.07 Facilities for Grievances

The Employer will provide a meeting room for the grievance meetings.

22.08 Mutually Agreed Changes

Any mutually agreed changes to this Collective Agreement shall be made in writing and form part of this Collective Agreement and are subject to the grievance and arbitration procedure.

ARTICLE 23 - ARBITRATION

23.01 Selection of Arbitrator

Where either party has referred a grievance to arbitration, the parties must agree on a single arbitrator, or failing such agreement, the Director of the Collective Agreement Arbitration Bureau, established under the Labour Relations Code of British Columbia, shall appoint a single arbitrator.

23.02 Arbitrator's Procedure

The arbitrator may determine his/her own procedure in accordance with the Labour Relations Code of British Columbia and shall hear the parties and settle the terms of the question to be arbitrated and make an award.

23.03 Decision of the Arbitrator Board

The Arbitrator shall deliver the award in writing to each of the parties, giving reasons for the decision and the award shall be final and binding on all parties. The arbitrator shall have the power to dispose of a discharge or discipline grievance by any arrangement which the arbitrator deems just and equitable, however the arbitrator shall not have the power to change this Agreement or to alter, modify or amend any of its provisions.

23.04 Disagreement on Decision

Should the parties disagree as to the meaning of an arbitrator's decision either party may apply to the arbitrator for clarification.

23.05 Amending of Time Limits

The time limits established for the arbitration procedure in this Article may be extended by mutual consent of both parties.

23.06 Expenses of the Board

Each party shall share equally the cost and expenses of the arbitrator.

ARTICLE 24 - DISCIPLINE, SUSPENSION AND DISCHARGE

24.01 Discipline and Discharge Procedure

At the time of discipline or discharge an employee shall be given the reason in writing in the presence of his/her Union representative. Where an employee cannot be contacted, despite the best efforts of the employer, or fails to attend a previously agreed to disciplinary meeting, the employer may meet with the shop steward in the employee's absence.

24.02 May Omit Grievance Steps

Grievances arising from discipline involving suspension or discharge shall commence at Step 2 of the grievance procedure.

24.03 Demotion as Discipline

Demotion shall not be used as a disciplinary measure.

24.04 Crossing of Picket Lines During Strikes

An employee covered by this Agreement shall have the right to refuse to cross a legal picket line or refuse to do the work of striking or locked out employees. Failure to cross such a picket line or to perform the work of striking or locked out employees by a member of this Union shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action other than loss of wages for the period involved.

24.05 Personnel Records

- a) Upon reasonable notice, an employee shall have the right, to have access to and review their personnel records.
- b) Any information placed on the employee's personnel record that makes adverse statements on the performance of the employee shall be provided to the employee and the Union at the same time it is entered onto their personnel record so that the employee may respond, in writing, and have their response become part of their employment record. Nothing in this clause prevents an employee from filing a grievance over anything that is being filed or is filed on their personnel record.
- c) An employee shall have the right to request copies of any material contained on their personnel record.

ARTICLE 25 - TECHNOLOGICAL CHANGE

25.01 Technological Change

The Employer shall notify the Union as far as possible in advance, and in no case fewer than sixty (60) days in advance of an intent to institute technological changes which will result in a reduction of the Regular and Recurrent Term workforce.

25.02 Retraining

Whenever a Regular or Recurrent Term employee's job is discontinued or new or greater skills are required as a result of technological change, the first option shall be to provide the employee with a period of up to one (1) month for training to qualify the employee for the new work where such employee could be reasonably expected to be fully qualified for the new work at the end of the training period. During the first month the employee's rate shall not be reduced and after that period the employee shall be paid the appropriate rate for the new job.

Where an employee cannot be retrained within the month, notice of layoff and bumping rights shall be provided in accordance with Article 14.

ARTICLE 26 - CONTRACTING OUT

26.01 Contracting Out

The Employer agrees that no Regular or Recurrent Term employee will be laid off as a result of the contracting out of Bargaining Unit work.

ARTICLE 27 - JOB DESCRIPTIONS

27.01 Job Descriptions

The Employer shall develop and maintain the recognized job descriptions for all Bargaining Unit positions. The Employer shall provide copies of all job descriptions to the Union. The Employer shall specify the knowledge, skills, and ability requirements in the job description. The Union shall have a maximum of thirty (30) days from date of receipt of the job description to grieve the knowledge, skills and abilities contained in the job description. Should the Union file a grievance the Union bears the onus to show the Employer established the knowledge, skills and/or abilities in an arbitrary or discriminatory manner.

27.02 Elimination Of Job Descriptions

The Employer shall not eliminate any job description which is currently occupied or performed by a Bargaining Unit member, without mutual consent of the Union in writing.

27.03 New Job Descriptions

The Employer may create new jobs or job descriptions in the Bargaining Unit as required. When a new job description is created, the Employer shall provide the new job description in accordance with, and subject to Article 27.01 above. Upon establishment of a new job description, the rate of pay for that job shall be determined by mutual agreement between the Parties. Should the Parties fail to agree to the rate of pay for the job, the matter may be referred to the grievance procedure for final and binding determination of the pay rate.

27.04 Changes To Job Descriptions

When the duties or responsibilities of a job are significantly changed or increased, a new rate of pay shall be established in accordance with Article 27.03, retroactive to when the employee's duties or responsibilities were changed. In determining when the duties were changed the date will be the earlier of when the Employer has implemented the changes or the date the Union has identified in writing that there are changes in the way the job is being carried out which may require a new rate of pay. In the alternative, the Employer may remove the changed duties or responsibilities from the position in order to maintain the job at its current rate.

ARTICLE 28 - TERM OF AGREEMENT

28.01 Duration

This Agreement shall be binding and remain in full force and effect from September 1, 2022, to the 31st day of August 2025. The Parties agree to exclude the operation of subsections (2) and (3) of Section 50 of the Labour Relations Code of British Columbia.

28.02 Negotiations

Except where an Article or Letter of Understanding contains an expressed expiry date, (in which case the applicable Article or Letter of Understanding shall expire upon that specified date), both Parties shall adhere fully to the provisions of this Agreement following its expiry until there is a new Collective Agreement in place, or a strike or lockout occurs.

28.03 Retroactivity

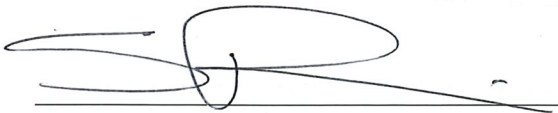
All mutually agreed revisions to this Collective Agreement which provide for increases in pay shall, unless otherwise specified, apply retroactively to the aforesaid expiry date.

Dated this 22 day of Sept, 2023 at Bamfield, British Columbia

IN WITNESS WHEREOF BOTH PARTIES HERETO HAVE EXECUTED THEIR PRESENTS.

SIGNED ON BEHALF OF THE
WESTERN CANADIAN
UNIVERSITIES MARINE
SCIENCES SOCIETY

SIGNED ON BEHALF OF THE
CANADIAN UNION OF PUBLIC
EMPLOYEES, LOCAL 401



SCHEDULE "A"

WAGE SCHEDULE

POSITION	Sept 1 st 2020	Sept 1 st 2021	Sept 1 st 2022	Sept 1 st 2022	Sept 1 st 2023	Sept 1 st 2024
WAGE INCREASE %	2%	2%	\$1.00	4%	6%	2-3%
Head Cook*	\$24.87	\$25.37	-	\$26.38	\$27.96	\$28.52
Chef de Partie** (2nd and 3rd year apprentice)	\$21.10	\$21.52	-	\$22.38	\$23.72	\$24.19
First Cook (1st year apprentice)	\$18.81	\$19.19	-	\$19.96	\$21.16	\$21.58
Cook	\$18.00	\$18.36	-	\$19.09	\$20.24	\$20.64
Kitchen Helper	\$15.92	\$16.24	\$17.24	\$17.93	\$19.01	\$19.39
Housekeeping Supervisor	\$19.68	\$20.07	-	\$20.87	\$22.12	\$22.56
Housekeeper	\$15.92	\$16.24	\$17.24	\$17.93	\$19.01	\$19.39
Station Security Maintenance Worker	-	\$23.82	-	\$24.77	\$26.25	\$26.77
Maintenance Worker	\$23.35	\$23.82	-	\$24.77	\$26.25	\$26.77
Groundswoker	\$17.67	\$18.02	-	\$18.74	\$19.86	\$20.26

- September 1, 2022 – One dollar (\$1.00) per hour increases for Kitchen Helper and Housekeeper classifications. Then, a 4% general wage increase across all classifications. These increases are retroactive for those employed at the date of ratification.
- September 1, 2023 – A 6% general wage increase across all classifications.
- September 1, 2024 – A 2% general wage increase across, plus a potential further 1% increase – tied to the general wage increase at UVic CUPE, Local 2950, to a maximum of 3% across all classifications.
- Excepting those who perform such as part of their normal position description duties, all employees who possess and maintain an Occupational First Aid Certificate - Level II (OFA Level II, including CPR and Automatic External Defibrillator Certificate), as of the date of ratification or upon presentation of such certificate, will be paid a premium of \$1.00 an hour above the employees existing base rate when on duty as OFA, Level II.

*Head Cook position includes supervisory premium of \$2.00 an hour.

** These rates (Chef de Partie, and First Cook will be paid to a cook who qualifies by enrolling in the provincially recognized apprenticeship programme (red seal). Should a cook fail, or otherwise leave the programme they will be reclassified as a cook and paid the appropriate cook rate as set out in this Schedule.

***Maintenance Worker position includes a Bobcat premium of \$2.00 an hour for such hours of work as directed by their supervisor (or designate).

Should the Employer create additional bargaining unit supervisory positions, they will be paid a premium of \$2.00 an hour above the employees existing base rate.

PROBATIONARY RATES

POSITION	Sept 1st 2020	Sept 1st 2021	Sept 1st 2022	Sept 1st 2023	Sept 1st 2024
WAGE INCREASE	2%	2%	4%	6%	2-3%
Head Cook*	\$23.58	\$24.05	\$25.01	\$26.51	\$27.04
Cook	\$17.19	\$17.53	\$18.23	\$19.32	\$19.71
Maintenance Worker	\$22.17	\$22.61	\$23.51	\$24.92	\$25.42

Probationary Rates apply only during the probationary period. Once the probation is complete the employee is paid the wage rate for the position.

APPENDIX "A" – GROUP LIFE INSURANCE COVERAGE

Age	Multiple of Salary	Age	Multiple of Salary	Age	Multiple of Salary
30 & Under	5.5	42	4.3	54	1.8
31	5.4	43	4.2	55	1.5
32	5.3	44	4.1	65 & over	1.0
33	5.2	45	4.0		
34	5.1	46	3.8		
35	5.0	47	3.6		
36	4.9	48	3.4		
37	4.8	49	3.2		
38	4.7	50	3.0		
39	4.6	51	2.7		
40	4.5	52	2.4		
41	4.4	53	2.1		

LETTER OF UNDERSTANDING #1

between the

WESTERN CANADIAN UNIVERSITY MARINE SCIENCES SOCIETY (BAMFIELD)

and the

**CANADIAN UNION OF PUBLIC EMPLOYEES,
Local 401**

RE: CASUAL OVERTIME

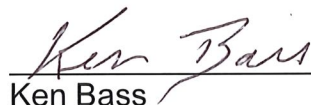
Casual Employees, with prior written agreement of the Deputy Director/Operations Manager may accrue banked overtime, to a maximum of 15 hours, in lieu of pay.

Agreed this 22 day of Sept, 2023

For the Union:



Blaine Gurrie



Ken Bass

For Bamfield



Sean Rogers



Steve Gorham

LETTER OF UNDERSTANDING #2

between the

WESTERN CANADIAN UNIVERSITY MARINE SCIENCES SOCIETY (BAMFIELD)

and the

**CANADIAN UNION OF PUBLIC EMPLOYEES,
Local 401**

RE: EI REBATE

The parties agree to review the potential to receive an E.I. Rebate and provide 5/12th of such to eligible employees.

Agreed this 22 day of Sept, 2023

For the Union:

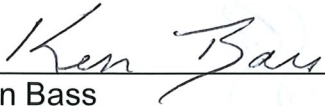
For Bamfield



Blaine Gurre



Sean Rogers



Ken Bass



Steve Gorham

LETTER OF UNDERSTANDING #3

between the

WESTERN CANADIAN UNIVERSITY MARINE SCIENCES SOCIETY (BAMFIELD)

and the

**CANADIAN UNION OF PUBLIC EMPLOYEES,
Local 401**

RE: CASUAL CONVERSION TO RECURRENT TERM

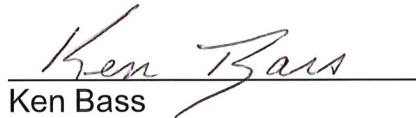
Casual Employees, who are re-employed for a second term and who have passed probation, will be converted to Recurrent Team status on the first day of their second term without the necessity of a posting process.

Agreed this 22 day of Sept, 2023

For the Union:



Blaine Gurrie



Ken Bass

For Bamfield



Sean Rogers



Steve Gorham

BARGAINING NOTE – RECURRENT TERM DURATION

Recurrent Term Appointments will normally be for a 10-month duration (e.g., mid-February to mid-December)

