

COLLECTIVE AGREEMENT

BETWEEN

KWANTLEN PUBLIC INTEREST RESEARCH GROUP SOCIETY

AND

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

March 1, 2016 – February 28, 2019

COLLECTIVE AGREEMENT:

BY AND BETWEEN: KWANTLEN PUBLIC INTEREST RESEARCH GROUP SOCIETY

(Hereinafter referred to as "The Employer")

**AND: UNITED STEEL, PAPER AND FORESTRY, RUBBER, MANUFACTURING, ENERGY,
ALLIED INDUSTRIAL AND SERVICEWORKERS INTERNATIONAL UNION
(UNITED STEELWORKERS)
(ON BEHALF OF LOCAL UNION 2009)**

(Hereinafter referred to as "The Union")

WITNESSETH:

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

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ARTICLE 1. - DEFINITIONS

- 1.1 The term "employee" 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 2.2.
- 1.2 The term "full-time" shall apply to an employee who is not a student and is regularly scheduled to work a minimum of fifty-six (56) hours in each two (2) week pay period.
- 1.3 The category of "student" employee includes all positions restricted to employees who are:
- a) Registered students who have paid KPIRG fees at the Kwantlen Polytechnic University and are currently enrolled in at least one (1) course per academic term, or
 - b) Students at the Kwantlen Polytechnic University on cooperative education or practical work terms, or
 - c) Registered students at the Kwantlen Polytechnic University in certificate and diploma programs who have paid KPIRG fees for the current academic term.
 - d) Student employees will maintain their student status for the purpose of this Article for a period not to exceed four (4) months following completion of classes at KPU.
- 1.4 The category of "temporary" employee includes all employees who are hired on a temporary basis. They shall include the following sub-categories:
- a) Emergency Fill-in Employees – these are employees hired for a period of 30 days or less to fill in unforeseen situations. The 30 days may be extended by mutual agreement between the Employer and the Union.
- 1.5 The term "Employer" shall apply to the Kwantlen Public Interest Research Group Society and not to individual members thereof. In the practical sense, the Employer is represented by the KPIRG Board of Directors
- 1.6 The term "legal partner" shall mean a person who is designated as the legal partner of an employee through any legal or testamentary instrument.
- 1.7 The term "shop steward" shall apply to the Union's representative or her/his designate.
- 1.8 The term "spouse" shall apply to designate wife, husband, common-law partner, or declared partner, including same-sex partners.
- 1.9 The term "common-law partner" shall apply to any persons having lived together for a period of one year or more.
- 1.10 The term "parent" shall apply to any person who is the natural or legal guardian of a child, including same-sex parents.
- 1.11 The term "family" shall apply to any parent, spouse, sister, brother, immediate in-laws, child, grandchild, grandparent, fiancée, guardians (including former), cousins and wards. "Step" family members shall also be included.
- 1.12 The term "KPIRG" shall apply to the Kwantlen Public Interest Research Group Society.
- 1.13 The term "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.

ARTICLE 2. - UNION RECOGNITION

- 2.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for its present and future needs concerning all matters affecting the relationship between KPIRG and the USW.
- 2.2 The KPIRG Board of Directors and volunteers shall be excluded from the bargaining unit. No Board member or volunteer shall do bargaining unit work.
- 2.3 **No Contracting Out**
- The Employer shall not contract out bargaining unit work. Only employees hired according to the process in Article 12 shall perform bargaining unit work.
- 2.3,1 Should the Employer wish to introduce a new service, the Labour Management Committee shall meet to discuss the nature and delivery of this service.
- 2.4 No employee shall be required or permitted to make written or verbal agreement with the Employer or its representatives which may conflict with the terms of the Collective Agreement.

ARTICLE 3. - EMPLOYER RIGHTS

- 3.1 The Employer retains the right to manage KPIRG, to determine policy of KPIRG, 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.

ARTICLE 4. - UNION CODETERMINATION

4.1 Participation Rights

The Employer agrees that the employees' elected representatives shall be entitled to participate in the development of work rules and policies of the Employer which affect the terms and conditions of their employment, the day to day performance of their assigned duties and responsibilities, and/or environmental policy or education.

- 4.1,1 One elected representative of the employees' shall have the right without loss of pay or benefits to attend all Board meetings of the Employer. The employees' elected representative shall be excluded from those portions of such meetings where the subject of discussion directly concerns negotiations or grievances between the Employer and the Union.
- 4.2 Employees and their elected representatives shall have the right to participate in all subcommittees of the Employer.
- 4.3 **Job Descriptions**
- All existing and new job descriptions and amendments to job descriptions shall be made by mutual agreement of the Employer and the Union, and shall be found in the appendices of this agreement.
- 4.3,1 Where existing job duties are altered or the volume of work increased, or where a staff member is otherwise unfairly or incorrectly classified, the appropriate classification, job description or other related matters shall be negotiated between the Employer and the Union. Failing agreement, the dispute may be referred to arbitration. The arbitrator shall have the power to determine the appropriate classification, job description and other related matters at issue, effective as of the date of the job being changed.

- 4.4 Any reports or recommendations about to be made to the Employer dealing with matters of personnel, operation or financial policies or procedures which directly affect employees within the bargaining unit, shall be communicated in writing by the Employer to the Union 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 Employer.

ARTICLE 5. - EMPLOYEE RIGHTS

- 5.1 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.

5.2 Crossing of Picket Lines

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.

- 5.2,1 Where an employee does not report for work as a result of an established picket line not initiated by the Union, she/he shall be deemed to have applied for and been granted a paid leave of absence for any shifts missed due to respecting a picket line.

- 5.2,2 The Employer shall not request, require, or direct members of the bargaining unit to perform work resulting from strikes that would have been carried out by those persons on strike.

- 5.3 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.

- 5.4 Where reasonable, all goods and services used by the Employer in carrying out its business shall be from Unionized Canadian suppliers. 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. The Union shall provide the Employer with notice of such "hot" declarations that apply to goods and services potentially used by KPIRG.

ARTICLE 6. - UNION SECURITY AND CHECK OFF OF UNION DUES

6.1 Membership in Union

All employees shall become and remain members in good standing of the Union during the life of the agreement as a condition of continuing employment.

- 6.1,1 The Employer agrees to have all present and future employees covered by this agreement, as a condition of continued employment, sign an application for membership and check-off card as soon as possible, but at least within thirty (30) days of the hiring date.

6.2 Check Off of Union Dues

The Employer agrees to deduct any dues, initiation fees, and assessments levied by the Union on its members. Deduction shall be made from the payroll for every pay period.

- 6.2,1 The Employer agrees to deduct \$0.01 per hour worked by each employee and forward these funds to the Union's Humanity Fund, United Steelworkers, 234 Eglinton Avenue East, Toronto, Ontario M4P 1K7.
- 6.2,2 Cheques will be made payable to International Treasurer of the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union (United Steelworkers). Until further notice from the Union, all cheques and a statement of total deductions from each employee, will be forwarded to:

International Secretary-Treasurer
United Steelworkers
P.O. Box 9083
Commerce Court Postal Station
Toronto, ON
M5L 1K1.

prior to the 15th of the month following that in which the deductions apply.

- 6.2,3 The Employer agrees to show on employees' "T4" slips the total Union deduction for the previous year.

ARTICLE 7 - UNION ACTIVITY

7.1 Leave for Union Representatives on Matters Respecting this Agreement

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 employees own time. The Union agrees there will be no undue disruption of work.

7.2 Leave for Union Functions

Upon seven (7) 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 bargaining unit as a whole. Any unused days may be carried forward to the following year, to a maximum total of forty-five (45) working days.

7.3 Leave of Absence for Full Time Union or Public Duties

- 7.3,1 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 "official campaign period" so that an employee may be a candidate in federal or provincial elections, or up to thirty (30) days so that an employee may be a candidate in a municipal election.
- 7.3,2 An employee who is elected to public office shall be allowed a leave of absence during her/his term of office for a period of up to one (1) year. 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 she/he shall 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.

- 7.3,3 Upon written thirty (30) calendar days request an employee who is elected or appointed for a full-time position to the Union, or anybody 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 extent. All of the benefit plans of this Agreement shall be afforded to the employee during this leave, provided she/he assumes payment of the full premium of these plans.
- 7.3,4 Notice of intention to return, or to renew, shall be given by the employee at least sixty (60) calendar days in advance of the expire of leave.
- 7.3,5 Leave of absence provisions as outlined in Article 7.2 and 7.3 are for full time Employees only.

7.4 Compensation for Union Duties

- 7.4,1 Time spent by up to three (3) employees at Labour Management Committee and Occupational Health and Safety Committee shall be paid. Overtime and minimum call-in provisions shall not apply.
- 7.4,2 Time spent by the Shop Steward at all meetings with the Employer through the grievance procedure shall be considered time worked.
- 7.4,3 Two (2) employees engaged in collective bargaining with the Employer shall be paid. Provisions for meal allowances shall apply as per Article 24.7,3.

ARTICLE 8 - STEWARDS AND OTHER UNION REPRESENTATIVES

8.1 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.

8.2 Meeting with the Employer

- 8.2,1 An employee shall have the right to have a Union representative present at any discussion with the Employer, including all disciplinary and discharge procedures. In addition, the Employer agrees to notify the employee in advance of any interview for disciplinary purposes to allow for the presence of a Shop Steward. The steward shall have the right to have a Union representative present at any discussion with the Employer. There shall be no undue disruption of work.
- 8.2,2 After regular mechanisms have been exhausted, an employee who wishes to discuss dissatisfaction with the work or performance of the Employer, the employee shall inform the steward for the attention of the Employer. The Shop Steward shall provide the Employer with written details regarding the dissatisfaction prior to the scheduled meeting. A meeting to discuss such dissatisfaction shall occur within ten (10) working days of informing the Employer.

ARTICLE 9 - NO DISCRIMINATION OR HARASSMENT

9.1 The Employer recognizes its responsibility to maintain a safe work environment that is free from discrimination and harassment.

9.2. No Discrimination

9.2,1 The Employer will not tolerate any discrimination exercised or practised with respect to any employee, by reason of age, colour, place of origin, ethnicity, citizenship, ancestry, native language, political or religious affiliation, beliefs or activities, gender, gender orientation, sexual preference, sexual orientation, marital status, parental status, family status, number of dependants, place of residence, record of offences except where it relates to a bon fide qualification due to the nature of employment physical and cognitive and/or psychological disability where it does not prevent the usual performance or required duties of the position, Union membership or activity, nor by reason of the exercise of any of the rights contained in this Agreement.

9.2,2 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 27.1.

9.3 No Harassment

9.3,1 The Employer will not tolerate any harassment of employees or employee's representatives. The Employer will not tolerate any form of sexual, gender racial/ethnic harassment based on any of the identifiers listed in Article 9.2.

9.3,2 Sexual harassment shall be defined as any sexually oriented behaviour of a deliberate or negligent nature which creates a hostile or poisoned working environment. It includes, but is not limited to:

- a) any unwanted sexual solicitation, attention, or advance; or
- b) implied or expressed promise or reward for complying with a sexually oriented request; or
- c) implied or expressed threat of reprisal, actual reprisal, or the denial of opportunity for the refusal to reply to a sexually oriented request; or
- d) sexually oriented remarks or behaviour which may reasonably be perceived to create a hostile or poisoned working environment.
- e) sexually exploitative and objectifying visuals or imagery that fall outside of the KPIRG mandate and which may reasonably be perceived to create a hostile or poisoned working environment and which may cause or be perceived to cause individuals and/or groups in the workplace to feel offended, denigrated, subordinated, threatened, uncomfortable, and/or fearful.

9.4 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, and creates a hostile or poisoned working environment.

9.5 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 and/or perceived ethnicity, colour, race, or place of origin and creates a hostile or poisoned working environment.

9.6 Harassment shall be further defined as offensive comments or actions which belittle an employee's work, demean an individual, or cause personal humiliation and create a hostile or poisoned work environment.

9.8 Harassment and Assault Grievances

9.8,1 Cases of harassment and assault shall be considered as discrimination and shall be eligible to proceed as grievances.

9.8,2 Where the grievor or alleged assailant is the person who would normally deal with the first step of such grievances, the grievance shall automatically be sent forward to the next step. The grievor may use her or his discretion in determining which step in Article 22 the grievance shall begin the Grievance Procedure at.

9.8,3 The Employer agrees to keep all written documents related to sexual harassment grievances in a secure, locked place.

9.8,4 No information relating to the grievor's personal background, lifestyle, or mode of dress shall be admissible during the grievance or arbitration process.

9.8,5 If the grievor requests that contact in her or his work area with the alleged harasser or assailant be limited or discontinued during the period of consideration of the grievance, the Employer shall comply with the request. Where there is any detriment to be suffered respecting job classification, seniority, wages, etc., in order to achieve an effect only upon the assailant or harasser such detriment shall fall upon the assailant or harasser and not on other members of the bargaining unit.

9.8,6 In any arbitration case arising in the context of any discipline imposed for harassment conduct or assault involving another bargaining unit employee, the arbitrator is hereby expressly empowered to direct that the harasser or assailant be transferred away from the place of work or time of work of the person found to have been harassed or assaulted. Such transfer shall be designed to only affect the harasser insofar as that is possible, and other bargaining unit members shall not be adversely affected. Any such transfer directed by the arbitrator may be made without regard for the harasser or assailant's seniority.

9.9 Sexual assault shall be defined as any form of intentional sexual contact forced upon another person without that person's consent that affects a person's sexual integrity and/or dignity.

9.10 Leave for Reasons of Harassment and Assault

9.10,1 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 grievor, depending upon the severity of the incident and the Employer's level of responsiveness in preventing the harassment from occurring in the workplace.

9.10,2 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 grievor depending upon the severity of the incident and the Employer's level of responsiveness in preventing the assault from occurring in the work place.

9.10,3 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.

ARTICLE 10 - COMMUNICATION

- 10.1 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.
- 10.3 The Employer shall provide the Union with an updated list of the Employer representatives to the labour management committee and any other designates of the Employer. The Union shall provide the Employer with an updated list of the names of shop stewards, committee persons, and staff representatives.
- 10.3 Union Label**
- 10.3,1 In order that the Employer's general membership and the general public may be aware of the benefits of a Unionized work force, the Union label shall be displayed prominently in each work area.
- 10.3,2 The recognized Union label shall include the designation "USW -2009" at the employee's option. This designation shall be placed on stenography typed by a member of the Union. This designation shall be placed below the signatory initials of the employee on typed-written correspondence of the Employer and it shall appear on all matter printed by a member of the Union.
- 10.3,3 Other locations and uses of the Union label shall be by mutual agreement between the Employer and the Union.
- 10.3,4 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.
- 10.3,5 Employees shall be entitled to wear Union pins and emblems and/or Steward badges while they are working.
- 10.4 Orientation information supplied by the Employer to acquaint its 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 parties.

ARTICLE 11 - SENIORITY

- 11.1 Seniority shall be defined as continuous length of service in the bargaining unit for all full-time staff, counted from the start date of hiring as a full-time employee of the Employer in the bargaining unit and shall include service as a full-time employee with the Employer prior to certification or recognition of the Union.
- 11.1,1 Seniority as a student employee shall not count toward any future seniority as a full-time employee; however a distinct student seniority list shall be established for each term in which students are employed.
- 11.2 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.
- 11.3 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, including leave to hold public office, Union position, or for incarceration for actions taken at the behest of the Employer.

- 11.4 Seniority shall only be lost if the employee:
1. Voluntarily resigns;
 2. Voluntarily leaves the bargaining unit; or
 3. Is discharged with just cause and not reinstated.
- 11.5 The Employer shall maintain full-time and student seniority lists and shall provide them to the Union in October, February, and June of each year. Said lists will commence with the most senior employee, carry on downward to the most junior employee and contain the following information:
1. Employee's name;
 2. Employee's hire date in the position in question;
 3. Employee's regular job category, classification, position, and regular rate of pay; and
 4. Probationary employees shall also be shown on the list.
- 11.6 In order to protect seniority of Unionized student staff, the Employer will make a reasonable effort to ensure that Unionized student term positions remain under the collective agreement, rather than switching to work study or grant funding status.

ARTICLE 12. - HIRING PROCEDURES

- 12.1 The Employer agrees to adhere to affirmative principles in hiring. Such affirmative principles consider race/ethnicity/colour, disabilities, gender, etc.
- 12.2 The terms of Article 12 do not apply to the hiring of a temporary employee, except as provided in 12.6,9 below.
- 12.3 **Job Posting**
- 12.3,1 When a job vacancy occurs, or new positions are created, the Employer shall post the position(s) in a prominent place for fourteen (14) calendar days prior to the job application deadline. No hiring shall take place prior to the job application deadline
- 12.3,2 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 with Union. All job postings shall state "Kwantlen Public Interest Research Group is an equal opportunity Employer" and shall state that the position is Unionized.
- 12.4 **Hiring Committee**
- When more than one (1) internal employee applies for an open position, or when no internal employee is hired to an open position, a hiring committee shall be struck to make recommendations to the Employer for the position being filled.
- 12.4,1 The hiring committee shall consist of a least one (1) member of the bargaining unit.
- 12.4,2 Priority of the composition of the hiring committee shall be reserved for under-represented groups, based on race, ethnicity, gender, disability, orientation, etc. The hiring committee shall consist of at least one woman.
- 12.4,3 The hiring committee shall not exceed five (5) members.
- 12.4,4 The hiring 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.

12.5 Union Information

- 12.5,1 When the Employer supplies information about potential employment in the bargaining unit, it shall include a brief statement about the Union, prepared by the Union.
- 12.5,2 A member of the Union's local executive, or the Shop Steward, shall be given the opportunity, during regular working hours, to meet with each new employee within the first month of her/his employment for the purpose of acquainting with the benefits and obligations of Union membership and her/his responsibilities and obligations to the Union. The Union agrees there shall be no undue disruption of work.
- 12.5,3 The Employer shall report the hiring of new employees to the Union immediately upon their hiring.

12.6 Probationary Period

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

- 12.6,1 Full time employees shall complete a two (2) month probationary period. Student employees shall complete a one (1) month probationary period.
- 12.6,2 The Employer shall provide a probationary employee with a written evaluation of her or his performance half-way through the probationary period. The format of the evaluation shall be negotiated at Labour Management Committee meetings.
- 12.6,3 When a probationary employee successfully completes a probationary period, the Employer shall provide notification to the employee and the Union within a week of the end of the probationary period.
- 12.6,4 All evaluative and/or disciplinary materials placed in an employee's personnel file during the probationary period shall be retained when the employee completes the probationary period.
- 12.6,5 Probationary employees shall be subject to all the provisions of the agreement. The employment of such employees may be terminated with just cause during the probationary period on seven (7) days' notice.
- 12.6,6 Under extreme circumstances notice shall be waived. The Union shall be consulted prior to dismissal.
- 12.6,7 After completion of an employee's initial probationary period, seniority shall be effective from the original date of hiring.
- 12.6,8 Temporary employees, as defined in Article 1.4 shall work through a probationary period agreed to by the Labour Management Committee. Such probationary period shall be determined based on the anticipated length of employment for which such employees are hired.

ARTICLE 13. - LAY-OFF AND RECALL

13.1 Layoff

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.

13.1,1 If a reduction of staff or hours is under consideration the Employer shall call a Working Conditions Meeting to discuss the proposed layoff.

13.1,2 Employees shall be laid off in reverse order of their seniority as defined in Article 10. Providing that an employee has previous experience in an operation she/he 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.

13.1,3 The Employer shall, as early as possible, give notice to the Union of the date of any layoff.

13.1,4 Any employee who is laid off by termination of position shall receive:

a) One (1) week's notice (or pay if notice is deficient) after three (3) consecutive months pay;

Or

b) one (1) month's notice (or pay if notice is deficient) after twelve (12) months consecutive employment, plus one additional week's notice (or pay if notice is deficient) for each additional year of service to a maximum total of eight (8) week's notice (or pay if notice is deficient)

13.2 Recall

The Employer shall maintain a recall list of laid-off full time employees. Each laid-off employee shall be placed on the list and maintained there until recalled, or for two (2) years. An up-to-date copy of the recall list shall be made available to the Union.

13.2,1 Employees on each recall list shall be listed and recalled in order of seniority.

13.2,2 The Employer shall not hire new employees until a recall list no longer exists for the classification, or a vacant position has been declined by all employees on the recall list.

13.2,3 Notice of a vacant position shall be made by telephone, email, or, if unsuccessful, by registered mail to the last address of the employee known by the Employer. A copy shall be sent to the Union.

13.2,4 It shall be the responsibility of the employee on the recall list to keep the Employer informed of her/his current address and telephone number.

ARTICLE 14. - SCHEDULING AND HOURS OF WORK

14.1 A twenty-eight (28) hour work week shall be a normal "full-time work week" for the purposes of calculating pro-rated benefits for employees with fewer hours per week. The normal work day shall be seven (7) hours.

14.1,1 There shall be a fifteen (15) minute paid break for the first three (3) hours worked. Thereafter, for each hour worked, each 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. Exclusive of meal break, total break time cannot exceed thirty (30) minutes for a seven (7) hour shift.

14.1,2 The Employer recognizes that shift flexibility is important to the unique functions of the employees. Therefore, employees will arrange their schedules in such a way as to achieve an average of twenty-eight (28) hours per week over a fortnight, and said schedules shall be provided to the Employer in advance for approval.

14.1,3 Employees who work more than **twenty-eight (28)** hours (averaged over a fortnight) for the Employer shall receive time off in lieu, or be paid for such overtime at the appropriate rate, as defined in Article 14.2.

14.2 Overtime

Despite the intent to use flexible hours to be most effective, it is recognized that from time to time the Employer may authorize additional hours of work. Overtime shall be defined as all authorized hours worked in excess of the agreed to fortnight schedule. For the purposes of this clause, a week commences at 12:01 am on Sunday and ends at midnight Saturday.

14.2,1 The first three (3) hours of overtime in a day shall be recompensed at one and one-half (1.5) times the regular hourly rate of pay.

14.2,2 Overtime beyond three (3) hours in a day, or hours worked on an employee's scheduled day off, shall be recompensed at double (2) the hourly rate of pay.

14.2,3 When the employee is required to work overtime, she/he shall receive a meal break of one half (.5) hour paid at double 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 hour meal break paid at double time. During overtime on scheduled days off, all meal breaks shall be on paid time.

14.2,4 Overtime shall be compensated by time off for overtime owed in lieu of overtime pay, or by overtime pay. This arrangement must be made prior to the time worked and be made by mutual agreement. Accrued overtime held in lieu shall not exceed twenty-eight (28) hours.

14.2,5 In the event that an employee upon termination of employment accrued paid vacation time and/or overtime 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.

14.2,6 All overtime shall be voluntary and by mutual agreement.

14.3 Time Sheets

Employees must submit timesheets to the Employer bi-weekly. The Employer will sign the time sheets and put them in the employee's personnel file.

14.4 Office Hours

Office hours will be maintained between 10:00 a.m. and 5:00 p.m., Monday to Friday, and the Administrative Coordinator shall be responsible to schedule staff for these hours.

ARTICLE 15. - PAID HOLIDAYS

15.1 Office Holidays

The following days are designated as paid Office Holidays:

New Years Day	B.C. Day	December 25
Good Friday	Labour Day	December 26
Easter Monday	Thanksgiving Day	B.C. Family Day
Victoria Day	Remembrance Day	Floater #1
Canada Day		Floater #2

- 15.1,1 Floater Days are defined as annual paid holidays that shall be scheduled individually, at a time mutually agreeable to the employee and Employer.
- 15.1,2 If an Office Holiday falls on an employee's normal day off, they shall take another mutually agreed-to day off in lieu of the Office Holiday, within the same work week.
- 15.1,3 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.
- 15.1,4 The Employer recognizes that an employee may, for reasons of personal belief or faith, wish to observe holidays in lieu of those listed in 15.1. In such cases, the employee shall be entitled to observe such alternate holidays subject to ten (10) days written notice.
- 15.1,5 There shall be provisions made for employees to attend any memorial celebrations that the Employer attends without undue disruption of work.
- 15.1,6 In the event that an Office Holiday occurs on a Saturday or Sunday, the Monday following shall be considered the holiday.
- 15.2 No employee shall be required to work on a paid Office Holiday.
- 15.3 When an employee is on vacation and an Office Holiday occurs during that period, the Office Holiday shall not count as a day of vacation.
- 15.4 Should the University or Kwantlen Public Interest Research Group's office be officially closed temporarily due to unforeseen environmental conditions, utility disruptions, Acts of *casus fortuitus* or other reasons beyond the control of the employees covered by this Agreement, each normal work day during such closure shall be an treated as an Office Holiday up to a maximum of five (5) days.

ARTICLE 16. - LEAVE OF ABSENCE

16.1 General Leave

The Employer may grant an employee general leave of absence for up to two (2) calendar years without pay, after having been in the employ of the Employer for no less than (1) one year. There shall be a written request provided at least one (1) month in advance of the desired leave. By mutual agreement, the term of the leave may be extended. The employee shall be reinstated at her/his previous level of employment. No reasonable request shall be denied.

16.1,1 It shall be the responsibility of the employee to prepay the total cost of benefit premiums prior to the commencement of any leave agreed to per Article 16.1.

16.2 Employees who are required by law to serve as jurors or witnesses, or who have been called but not chosen for duty, in any court, shall be granted leave of absence with benefits for the time spent at those duties. Employees shall be paid a "top-up" to supplement any monies paid by the government for jury duty, in order to ensure that employee's base weekly rate of pay is maintained.

16.3 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 if polls are not open after work hours.

16.4 Maternity, Adoption and Parental Leave

16.4,1 A pregnant employee who wishes to continue working during the period of pregnancy shall not be denied that right.

16.4,2 No employee shall be severed or lose benefits due to maternity/adoption or parental leave.

16.4,3 Employees eligible to receive Employment Insurance benefits pursuant to Section 18 of the Employment Insurance Act, shall be paid a maternity and/or parental leave allowance in accordance with the Supplementary Unemployment Benefit Plan. The Employer shall pay the difference between Employment Insurance benefits and eighty-five (85%) of regular earnings for the period of time the employee is eligible for Employment Insurance benefits.

16.4,4 The maternity/adoption or parental leave period shall be determined at the discretion of the employee. Employees shall give at least one month notice of the start of maternity/adoption and/or parental leave, and six (6) weeks' notice of the date the leave is to end. Employees may be granted up to one (1) year additional maternity/adoption and/or parental leave without pay. In cases where there is an unexpected early end to the pregnancy period less than two (2) weeks' notice of a need to cancel the leave.

16.5 Domestic Violence Leave and Family Violence Leave

16.5,1 In each calendar year, the Employer shall grant each employee paid leave for domestic violence and/or family violence, without loss of seniority, for up to twelve (12) weeks. The employee is entitled to up to three (3) months of unpaid leave.

16.5,2 The employee and Employer will only disclose relevant information on a "need to know" basis to protect confidentiality while ensuring workplace safety;

16.5,3 When the occasion arises, the Employer, jointly with the Health and Safety committee, will implement workplace safety strategies, including risk assessments, safety plans, training and a timely and effective process for resolving concerns;

- 16.5,4 The Employer will provide for counselling and referral to appropriate support services;
- 16.5,5 The Employer will provide appropriate training and paid time off work for designated support roles (including union health and safety representatives);
- 16.5,6 The Employer will provide employees experiencing domestic and/or family violence with flexible work arrangements, advance of pay and other accommodations; and
- 16.5,7 The Employer will protect the employees from adverse action or discrimination on the basis of their disclosure, experience, or perceived experience of domestic violence.

16.6 Personal Leave

In each calendar year the Employer shall grant each employee personal leave with pay, without loss of seniority for the following reasons and corresponding length of time:

- a. Employees marriage or formal partnership ceremony - four (4) working days
- b. Serious household or domestic emergencies - three (3) working days
- c. Family illness, hospitalization or child related responsibilities- four (4) working days
- d. Canadian citizenship ceremony - one (1) working day

16.7 Incarceration Leave and Fines

- 16.7,1 Not Related to Employment - In the event that the employee is jailed awaiting a court appearance, she/he shall be entitled to an automatic leave without pay, but without loss of seniority.
- 16.7,2 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.
- 16.7,3 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.

16.8 Medical and Dental Care Leave

Where it is not possible for an 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.

16.9 Bereavement Leave

An employee shall be granted four (4) regularly scheduled working days without loss of wages in the case of the death of a family member. Reasonable travel time shall not be paid, but shall be extra time away from work not included in the bereavement leave. An employee shall be granted four (4) days leave, plus unpaid travel time for the death of a close friend.

- 16.9,1 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.

16.10 Compassionate Leave

No reasonable request for an unpaid compassionate leave will be denied. Compassionate leave of up to four (4) working days will be granted to an employee. This may be extended by mutual agreement.

16.11 Leave for Writing Exams

Leave of absence with pay shall be granted to allow employees time to write examinations for courses approved by the Employer. Employees shall advise the Employer of the time and place of the examination as soon as the employee is made aware of the time and place.

16.12 Leave for Taking Courses

If an employee wishes to take, at any accredited institution, a course that is not related to his/her/their work, the Employer shall grant leave without pay for up to five hours per week to attend the course and write examinations. The employee shall have the option to reschedule the time spent in class as paid time. Whenever possible, this scheduling shall be set at the beginning of the term.

16.12,1 If a request for educational leave is not approved, the Employer shall within 48 hours of this decision, forward a written statement of the reason(s) for which the leave is being denied to the employee(s) requesting the leave.

ARTICLE 17 - TRAINING, SAFETY AND HEALTH

The Employer shall make all reasonable provisions for the safety and health of all employees during the working hours.

17.1 Training

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

17.2 Staff Professional Development

17.2,1 The Employer and employees recognize that from time to time there may be educational and/or training opportunities that will enhance the employee's work related skills. When such opportunities are approved, the Employer will bear all costs associated, and the time spent in class will be considered time worked.

17.2,2 The Employer shall maintain full W.C.B. coverage for all employees taking approved training.

17.2,3 Where employees attend seminars, workshops, training courses, retreats or similar events, on days off, or outside normal working hours, at the request of the Employer, they will receive time off equivalent to the time spent at such seminar or workshop. When these events occur during working hours, time spent shall be considered time worked.

17.3 Occupational Health and Safety Committee

An Occupational Health and Safety Committee, consisting of employees selected by the Union, shall meet with a management representative or representatives not less frequently than once a month.

- 17.3,1 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.
- 17.3,2 Union staff 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 party agrees to advise the other of any real or potential health, safety, or environmental problems it is investigating.
- 17.3,3 Should the members of the Committee be unable to reach an agreement on any matter, it shall become subject to collective bargaining at Labour Management Committee.
- 17.3,4 The Employer's failure to implement a recommendation of the Committee shall be subject to the Grievance Procedure.
- 17.4 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.
- 17.5 No employee shall be discharged, penalized, or disciplined for refusing to work on a job or in any workplace, or to operate any equipment where she or he has 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 by the Occupational Health and Safety Committee and the matter has been satisfactorily resolved.
- 17.6 An employee who is injured in the execution of her/his duties and is required to leave for treatment or is sent home as a result of injury shall receive payment for the remainder of her/his work day or shift at her/his regular rate of pay without reduction of sick leave. Upon return to work, an employee shall receive her/his 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.
- 17.7 An employee who is prevented from performing his/her regular work with the Employer on account of an occupational accident or illness which is covered by Workers' Compensation shall receive from the Employer the difference, if any, between the amount received from the Workers' Compensation Board and his/her regular rate of pay. Pending the acceptance of the insurable claim, the employee shall continue to receive the full pay and benefits of this Agreement. In order to receive this 'top-up', the employee shall assign his/her compensation cheque to the Employer. In return, the Employer shall indicate the amount received from the Compensation Board on the employee's Income Tax (T4) form.
- 17.7,1 An employee receiving payment for compensable injury under Workers' Compensation shall accumulate seniority and shall be entitled to all benefits under this Agreement. While on Workers' Compensation, the Employer shall continue to pay all premiums for the employee for all benefit plans
- 17.8 Employees injured on the job shall be provided free transportation by the Employer to and from a doctor's office or a hospital.
- 17.9 The Employer shall provide the Union with copies of all accident reports and other health and safety records in the possession of the Employer.

17.10 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.

17.11 Workstation Safety

17.11,1 Once KPIRG obtains permanent offices, the Employer shall do a proper ergonomic assessment of the workstations, and provide recommended, approved furnishings and equipment.

17.11,2 Employees will be encouraged to take ten (10) minute for every three (3) hours worked in a stationary position.

ARTICLE 18. - TECHNOLOGICAL AND ORGANIZATIONAL CHANGE

18.1 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.

18.2 The Employer shall attempt to give three (3) months' notice, but shall at least give one month's notice in writing to the Union for any technological or organizational change which will alter the work environment.

18.3 No employee shall be discharged due to technological change.

18.4 In the event that the Employer introduces technological change which results in the displacement of employees from employment with the Employer, the Employer shall make every effort to place such employees in other job openings, or to provide training to enable the employee to remain in her or his present position.

ARTICLE 19 - DISCIPLINE AND DISCHARGE

Note: The provisions of Article 8.2,1 apply to this Article.

19.1 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.

19.2 Progressive Discipline

19.2,1 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. All discipline shall occur at meetings scheduled by mutual agreement within three days of the Employer notifying the employee of intent to serve discipline.

19.2,2 No member of the bargaining unit may serve another member of the bargaining unit with discipline.

19.2,3 An employee whose performance is unsatisfactory shall be warned informally by the Employer. If after such warning has been given and a reasonable period of time for the employee to correct the problem has passed, the problem continues, the employee may be given a verbal warning by the Employer. The verbal warning must be explicitly stated to be such a warning by the Employer. The warning shall be accompanied by advice calculated to assist the employee in correcting the problem. The Employer shall record the date, time, nature of incident and name of employee of concern of every verbal warning, and shall place such record in the employee's personnel file. Such record shall be signed by the employee and/or the Shop Steward present at the verbal warning for each verbal warning given.

- 19.2,4 If, after such a verbal warning has been given and a reasonable period of time for the employee to correct the problem has passed, the problem continues, the employee may be given a written warning which shall provide but not be limited to, the following details: date, time, place of problem, name of employee of concern, nature and details of problem, rationale of actions taken by the Employer and advice given calculated to assist the employee in understanding and correcting the problem. The letter of warning shall be given to the employee at a meeting in which the Employer shall explain both the reasons for the warning and the consequences of not improving performance. Copies of the letter shall be sent to the Union within twenty-four (24) hours of the issuing of the disciplinary action and placed in the employee's personnel file. In subsequent grievance procedures the Employer is limited to the grounds stated in this written warning. The employee has the right to respond in writing to all disciplinary actions and to have such replies placed in their personnel file.
- 19.2,5 If, after such a warning has been given and a reasonable period of time for the employee to correct the problem has passed, the problem continues, the Employer may then suspend the Employer from her or his job duties, with or without pay. A notice of suspension, which shall include but not be limited to the reasons for the suspension and the dates of the suspension, shall be given in writing to the employee at a meeting with the Employer. A copy shall be placed in the employee's personnel file, and a copy shall be sent to the Union within twenty-four (24) hours of the issuing of the notice of suspension.
- 19.2,6 After the employee has been suspended and has returned to work for a reasonable time and the problem continues, then the Employer may discharge the employee. A discharge shall be given in writing to the employee at a meeting with the Employer and shall include the reasons for the discharge. A copy shall be placed in the employee's personnel file, and a copy shall be sent to the Union within twenty-four (24) hours of issuing the discharge.
- 19.2,7 In cases of theft, assault, or other serious offenses, progressive discipline may not apply.
- 19.2,8 All forms of disciplinary action, including discharge, taken by the Employer against the employee, shall be subject to Article 22 (Grievance Procedure).
- 19.2,9 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.
- 19.2,10 If, in the one (1) year 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 automatically be removed from the employee's personnel file and may not be held against her/him thereafter.
- 19.3 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 her/his 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.
- 19.4 In the case of discharge or resignation the employee shall receive all vacation entitlement and salary due to the date of termination.

ARTICLE 20 - EMPLOYEE INFORMATION AND CONFIDENTIALITY

- 20.1 An employee shall have access to all books and records pertaining to her/his employment with the Employer. The employee may add written comments to these on a separate piece of paper. The employee shall have the right at any time without undue disruption of work, to review and photocopy her/his personnel file, and not suffer any loss of wages by doing so.
- 20.2 There shall be only one (1) legitimate personnel file per employee. All other sub-files and the content contained there-in, shall not be considered valid.
- 20.3 The employee shall be informed within two (2) working days of any addition to her/his personnel file, and she/he shall have the right to include her/his written reply to these as a permanent part of the file. All communication in this file must be signed by the originator.
- 20.4 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 her/his file, she/he shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of her/his personnel file.
- 20.5 Access to an employee's personnel file shall be limited to the Employer, the employee and the Shop Steward. Others may be granted access to the records only by mutual agreement of the Employer and the Union.
- 20.6 The Employer shall not be permitted to release information about the employee without her/his prior knowledge and consent.

ARTICLE 21. LABOUR MANAGEMENT COMMITTEE

- 21.1 A Labour Management Committee shall exist and shall consist of equal representation of the bargaining unit and of the Employer. Each party shall be represented by at least one woman. Changes to representation shall be by mutual agreement.
- 21.1,1 The purpose of the committee shall be to maintain communication, promote cooperation between employees and the Employer and to discuss matters of concern relating to the Collective Agreement.
- 21.2 **Meetings**
- 21.2,1 The committee shall meet at the request of either party and must be held no later than ten (10) working days after such a request.
- 21.2,2 Notice of items for the agenda shall be submitted to the Employer four (4) days before any meeting, and the agenda shall be circulated prominently in the work place by the Employer two (2) days before the meeting. Article 21.5 is exempt from this provision. Amendments to the agenda shall be made by mutual agreement.
- 21.2,3 Minutes shall be kept at the meetings. The Employer shall send one (1) copy of the minutes to the Shop Steward.
- 21.3 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 bargaining unit, job classifications, wage rates, pension and welfare plans, and other such technical information and reports, records, studies, surveys, manuals, directives or documents required for the Labour Management Committee's business.

ARTICLE 22. GRIEVANCE PROCEDURE

22.1 Types of Grievances

22.1,1 **Individual Grievance:** A grievance, whether initiated by an individual or by the Union, that is confined in scope to a particular employee.

22.1,2 **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 grievance.

22.1,3 **Policy Grievance:** Where either party disputes the general application, interpretation or alleged violation of an article of this Agreement, where the matter of concern is not specifically confined in scope to a particular employee.

22.1,4 **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.

22.2 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.

22.3 Grievance Procedure

22.3,1 **STEP 1** - Fourteen (14) calendar days from becoming aware of the occurrence of the matter at issue, the employee and the shop steward will meet with the Employer and shall endeavour to settle the dispute. The steward shall cite the details and nature of the grievance, the relevant articles of the agreement and the remedy sought.

22.3,2 **STEP 2** - Should no settlement ensue within fourteen (14) calendar days of the meeting in Step 1, the grievance shall be referred in writing, to the Employer who shall meet with the shop steward and the employee and shall endeavour to settle the dispute. The written grievance shall state the details and nature of the grievance, cite relevant articles of the Agreement, and specify the remedy sought.

22.3,3 **STEP 3** - Should no settlement ensue within fourteen (14) calendar days of the serving of the written notice in Step 2, the grievance shall be referred to a Union Staff Representative, who shall endeavour to settle the dispute.

22.3,4 **STEP 4** - Should the foregoing process fail to settle the issue within fourteen (14) calendar days of its submission to the Union Staff Representative, the matter may, in accordance with the Arbitration Procedure, be submitted by either party to a single arbitrator.

22.4 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 settlement of the grievance. Upon settlement of a grievance, written documentation shall be made of any agreement reached and shall be signed by representatives of both parties.

22.5 The time limits specified in this procedure may be extended by mutual agreement of the parties.

22.6 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.

- 22.6,1 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.
- 22.7 If so requested by either party, 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.
- 22.8 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.
- 22.9 No grievance shall be denied merely due to a technical error other than a failure to comply with the time limits as specified in Article 22.3.
- 22.10 The Employer shall not introduce to the grievance or arbitration procedure any document involving disciplinary action of which the employee was unaware at the time of filing the grievance.

ARTICLE 23. - ARBITRATION PROCEDURE

23.1 The Arbitrator

- 23.1,1 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.
- 23.1,2 The Arbitrator shall determine her/his own procedures, but shall give full opportunities to the parties to present evidence and make representations.
- 23.1,3 The Arbitrator shall not have the power to alter or amend any of the provisions of this agreement.
- 23.1,4 The parties 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.
- 23.1,5 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.
- 23.1,6 The Arbitrator shall have jurisdiction to determine whether a grievance is grievable.
- 23.2 Two representatives of the Employer and two representatives of the Union are to meet within five (5) working days of notification of the intent to proceed to arbitration, for the purpose of selecting a single arbitrator.
- 23.3 Where a single arbitrator has been agreed upon by both representatives, the arbitrator shall be requested in writing to, by the party requesting arbitration, set a place, time, and date for the hearing, within ninety (90) days of such a request.
- 23.4 Where a single arbitrator does not accept the request to arbitrate, or where she/he is unable to set a hearing date within the ninety (90) days stipulated, two representatives shall meet within five (5) days to select another arbitrator.

- 23.5 If both parties cannot agree to a single arbitrator, a party desiring arbitration shall appoint a member for the Arbitration Committee and shall notify the other party, in writing, of its appointment and the particulars of the matter in dispute.
- 23.6 The party receiving the notice shall, within five (5) working days thereafter, appoint a member to the Committee and notify the other party of its appointment.
- 23.7 The two arbitrators so appointed shall confer to select a third person to serve as Chairperson of the Committee. If, after three (3) working days from the appointment of the second arbitrator, a third person has not been appointed, either arbitrator may apply to the Labour Relations Board of British Columbia to appoint a third person.
- 23.8 The Committee shall follow the same terms as stated in 23.1 for a single arbitrator. The committee shall make its award within ten (10) working days from the date of the Appointment of the Chairperson.
- 23.9 The Committee shall deliver its report, the award of the majority of the Committee and the effective date of the award, in writing, to each of the parties. This award shall be final and binding upon the parties.
- 23.10 The parties shall jointly bear the cost of the arbitrator(s).
- 23.11 Should parties disagree as to the meaning of the decision of the arbitration committee or single arbitrator, either party may apply within twenty-one (21) days to clarify the decision.
- 23.12 The time limits specified in this procedure may be extended by mutual agreement of the parties.

ARTICLE 24. - CLASSIFICATION DESCRIPTIONS

- 24.1 The Employer shall provide the Union with a copy of the recognized classification description for each group of employees included in this bargaining unit.
- 24.2 The job classifications, positions, and descriptions listed in the attached Classifications List are part of this Agreement.
- 24.3 No employee may perform work within a classification for a rate other than that set forth in this Agreement.
- 24.4 All new job classifications, positions, and descriptions shall be negotiated at Labour Management Committee.
- 24.5 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 job classification.

ARTICLE 25. - PAYMENT OF WAGES AND ALLOWANCES

- 25.1 The wages for each job classification are listed in the attached Wage schedule in Appendix "B"
- 25.2 The Employer will make provisions so that there shall be no undue delay in issuing cheques on pay day.
- 25.3 The rate or rates of pay, hours of work, details for overtime hours and all necessary and pertinent information shall be furnished to each employee on her or his pay statement.
- 25.4 If travel or work away from the normal work site is scheduled, the Employer shall advance an amount for anticipated expenses and per diems upon request.

25.5 Final Payment of Wages

- 25.5,1 An employee being discharged, or laid off, shall be paid all wages due to her or him as promptly as possible or in any event, within forty-eight (48) hours of the expiration of the next working day.
- 25.5,2 An employee who voluntarily resigns from employment, or who voluntarily leaves the bargaining unit, shall be paid all wages due to her or him as promptly as possible.

25.6 Mileage and Vehicle Allowances

- 25.6,1 Rates paid to employees using their own motor vehicles for the Employer's business, upon management's approval, shall be **fifty-five cents (\$.55)** per kilometre travelled. In addition, any toll or parking fees incurred in such travel shall be reimbursed by the Employer. Bus travel for the Employer's business, upon management's approval, shall be reimbursed at cost. Mode of transport shall be at the employee's discretion, however, employees are encouraged to carpool or use public transit whenever possible.
- 25.6,2 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 staff using personal vehicles for Employer's business.
- 25.6,3 As a condition of employment, the Employer does not require anyone to own a car. When transportation is required, the employee may elect to use her or his car at the approved mileage rate.

25.7 Meal Allowances

Daily allowances of up to \$50.00 per day shall be provided for receipted meal expenses.

- 25.7,1 Meal expenses shall be provided to all employees engaged in the following activities: Field trips/travel approved by the Employer, and other off-site conferences, training terms and meetings where required by the Employer.

25.8 Accommodation & Transportation

- 25.8,1 All employees who are requested to work out of town by the Employer shall be provided with standard unionized hotel accommodation at the Employer's expense in close proximity to the work at hand. Billeting may be an option by mutual agreement.
- 25.8,2 When an employee is called into work between 9:00pm and 7:00am, 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 11:30pm, whichever is earlier. The Employer reserves the right to organize taxi sharing. Prior to engaging a taxi, the employees will get approval via text from the Employer.
- 25.8,3 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 her/his abilities to perform her/his 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.
- 25.8,4 Where the terms of the position necessitate, an employee, as a condition of employment, must be bondable except by mutual agreement of the Employer and the Union. Employees shall be bonded at the expense of the Employer.

25.8,5 The Employer will purchase an annual reserved parking pass for each full time employee, or re-imburse employees for parking fees, to a maximum of \$800.00 per employee 2016 and 2017, increased to \$850.00 in 2018.

25.9 Phone

Any employee using their personal phone for KPIRG business shall be reimbursed to a maximum of \$50.00 per month. Personal phones will not be used for personal calls at work except in cases of emergency.

25.10 Work Off Campus

Any employee required to attend meetings off campus, or otherwise work away from their usual workplace, shall receive compensation to cover travel expenses incurred through ferry, air, and/or rail costs, road and bridge tolls, parking and other expenses related to travel.

25,10,1 The Employer will cover the cost of parking for all student and temporary employees for all parking away from their usual workplace.

ARTICLE 26. - VACATION BENEFITS

26.1 Vacation entitlements shall be calculated from January 1 each calendar year.

26.2 Employees shall have the following vacation entitlements, to be calculated on a pro-rated basis if employment is for less than full-time or less than twelve (12) months:

26,2,1 In the first and second calendar years of service, three (3) weeks' vacation entitlement.

26.2, 2 In the third to eighth calendar years of service, four (4) weeks' vacation entitlement.

26.2,3 After the eighth calendar year of service, five (5) weeks' vacation entitlement.

26.2,4 At the end of each calendar year (December 31) an employee may carry over up to four (4) days of unused vacation time to the next calendar year or be paid out by January 31st. This option is to be determined in writing by the employee by December 20th.

26.3 If an employee is terminated, or if an employee terminates employment, her/his 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.

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

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

26.6 Sick leave will be substituted for vacation where it can be established by the employee that during her or his vacation she/he was 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.

ARTICLE 27. - SICK LEAVE

27.1 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.

27.2 Annual Paid Sick Leave

Each Employee shall have eighteen (18) days of sick leave per calendar year. This shall be pro-rated for employees regularly scheduled to work less than twenty-eight (28) hours per week.

27.4 Certificate of Illness

An employee may be required to produce a certificate from a physician for any illness in excess of four (4) consecutive working days, certifying that she/he was unable to carry out her/his duties due to illness or reasons stated in Article 27.1. The employer shall pay any cost related to obtaining such a certificate.

27.5 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. Such sick leave may be extended by mutual agreement.

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

ARTICLE 28 - EMPLOYEE BENEFITS

28.1 The Employer agrees to pay 60% of the fees for Medical Services Plan of British Columbia for all full-time employees.

28.2 The Employer will pay full premium costs for an extended health plan for all full time employees.

28.2,1 The extended health plan, at a minimum, contain all the benefits and levels as provided at March 1, 2016 through the KSA plan.

28.3 Child Care Expenses

The Employer shall reimburse, upon presentation of a voucher signed by the employee, the amount of additional cost up to fifteen (\$15) dollars per hour for an employee who incurs a cost for substitute child care when required to work outside the regular hours of work.

28.4 When an employee's clothing, including eyeglasses and wristwatch, is damaged in the course of carrying out her or his 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 and fifty dollars (\$150.00).

ARTICLE 29 – STAFF MEETINGS

It is understood and agreed that due to the informal working relationships in the offices of the Employer, the current practice of informal staff meetings meets the requirements of this article.

29.1 Staff Meetings

The Employer will, upon request from the staff, authorize employees to arrange meetings of employees to discuss the programs and activities of Kwantlen Public Interest Research Group. Such meetings are paid time and shall not be reasonably withheld. Unless otherwise mutually agreed, such meetings shall not amount to more than four (4) hours per month.

29.2 Staff Workshop

The Employer will authorize regular employees to take one (1) day per year as a staff workshop, as paid time. Such request shall be in writing to the Employer.

ARTICLE 30 - DURATION OF THIS AGREEMENT

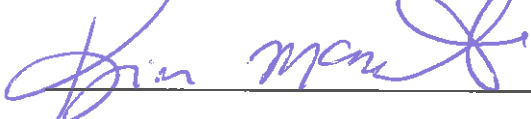
- 30.1 This Agreement shall be binding and remain in full force from **February 15, 2016, to and including February 28, 2019**, and from year to year thereafter subject to the right of either party to the Agreement within four (4) months immediately preceding the date of expire of this Agreement, or immediately preceding the last day of August in any year thereafter, by written notice to require the other party to the Agreement to commence collective bargaining.
- 30.2 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 renegotiated if required.
- 30.3 If negotiations extend beyond the anniversary date of the Agreement, both parties shall adhere fully to the provisions of this Agreement, during the period of bona fide collective bargaining.
- 30.4 The operation of Section 50(2) and 50(3) of the Labour Relations Code of British Columbia are hereby excluded.

ARTICLE 31 – FUNDING APPLICATIONS FOR NEW PROJECTS AT KPIRG


- 31.1 In consultation with staff, the Employer will make every effort to ensure adequate funding for additional hours when seeking funding for new projects.


IN WITNESS WHEREOF: The parties have executed this Agreement at Surrey, British Columbia this date of May 5 2016.


**Signed on behalf of
Kwantlen Public Interest Research Group**



**Signed on behalf of
United Steelworkers
On Behalf of Local Union 2009**







APPENDIX 'A'

CLASSIFICATION LIST

JOB CLASSIFICATION

POSITION

PERMANENT:

SENIOR

RESEARCH COORDINATOR

ADMINISTRATIVE & RESOURCE COORDINATOR

INTERMEDIATE

OUTREACH COORDINATOR

VOLUNTEER COORDINATOR

STUDENT:

STUDENT

APPENDIX 'B'

WAGE SCHEDULE – HOURLY RATE

<u>POSITION</u>	<u>Feb 15, 2016</u>	<u>Feb 15, 2017</u>	<u>Feb 15, 2018</u>
Administrative and Resource Coordinator	\$25.50	\$26.00	\$26.50
Research (CARP) Coordinator	\$25.50	\$26.00	\$26.50
Outreach Coordinator	\$21.00	\$22.00	\$23.00
Volunteer Coordinator	\$21.00	\$22.00	\$23.00
Student	\$15.00		

LETTER OF UNDERSTANDING #1

BY AND BETWEEN: KWANTLEN PUBLIC INTEREST RESEARCH GROUP SOCIETY

(Hereinafter referred to as "The Employer")

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

(Hereinafter referred to as "The Union")

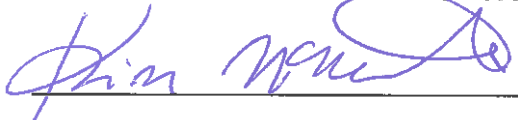
During the negotiations for a first Collective Agreement, the parties agreed that appropriate workspace is required for employees, and that the Employer shall continue negotiations with third parties to obtain sufficient and appropriate office space for KPIRG employees.

It is understood that to be considered sufficient, the workspace shall include separate workstations for each employee, complete with ergonomically appropriate desks, chairs, storage space, telephones and personal computers.

While the conclusion of negotiation for the space is somewhat outside the parties' control, the intent is to finalize the arrangements before the end of the 2017 spring term.

IN WITNESS WHEREOF: The parties have executed this Agreement at Surrey, British Columbia this date of July 5 2016.

Signed on behalf of
Kwantlen Public Interest Research Group



Signed on behalf of
United Steelworkers
On Behalf of Local Union 2009

