

**DRAFT**

**COLLECTIVE AGREEMENT**

**between the**

**Kwantlen Student Association**

**and the**

**B.C. GOVERNMENT AND SERVICE  
EMPLOYEES' UNION (BCGEU)**

**Effective from August 1, 2018 to July 31, 2022**

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**DEFINITIONS**

For the purpose of this agreement:

- (1) "*basic pay*" - means the rate of pay negotiated by the parties to this agreement;
- (2) "*child*" - wherever the word "*child*" is used in this agreement, it shall be deemed to include a ward of the Director of Child Protection, or a child of a spouse;
- (3) "*common-law spouse*" - includes same sex and opposite sex individuals where the employee has signed a declaration or affidavit that they have been living in a common-law relationship or have been co-habiting for at least 12 months. The period of co-habitation may be less than 12 months where the employee has claimed the common-law spouse's child/children for taxation purposes;
- (4) "*consultation*" - means a full exchange of information and ideas before action is taken.
- (5) "*continuous employment*" or "*continuous service*" - means uninterrupted employment with the Kwantlen Student Association subject to the provisions of Clause 11.6;
- (6) "*day of rest*" - in relation to an employee, means a day other than a holiday on which an employee is not ordinarily required to perform the duties of their position. This does not include employees on a leave of absence;
- (7) "*demotion*" - means a change from an employee's position to one with a lower maximum salary;
- (8) "*employee*" - means a member of the bargaining unit and includes:
  - (a) "*regular full-time employees*" - This classification shall include all persons who are employed on a continuous and/or permanent basis and who hold positions that are scheduled to work an average of 32 hours per week inclusive of meal periods.
  - (b) "*regular part-time employees*" - This classification shall include all persons who are employed on a continuous and/or permanent basis and who are scheduled by the Employer to work an average of less than 32 hours per week inclusive of meal periods for periods of more than two months. These employees shall have their benefits prorated. It is understood that paid time off, (e.g. vacation, sick time, paid leave), shall be considered time worked.
  - (c) "*casual employee*" - meaning an employee who is employed for work which is not of a continuous nature such as:
    - (1) seasonal positions;
    - (2) temporary positions created to cover employees on vacation, short-term disability leave, or other leave.
  - (d) No regular full-time or regular part-time employees shall be terminated, transferred, laid off or have their hours reduced as a result of using casual employees. Casual employees shall only be used to assist regular full-time and regular part-time employees.
- (9) "*Employer*" - shall refer to Kwantlen Student Association and not to individual members thereof, Directors or subordinate bodies of the Association;
- (10) "*holiday*" - means the 24 hour period commencing at 0001 hours of a day designated as a paid holiday in this agreement;
- (11) "*hours of operation*" - are the hours established by the Employer to provide adequate service to the students and to fulfil the functions of the work unit;

- (12) "*hours travelled*" - means hours spent travelling from point to point on an hourly or daily basis laid down by the Employer and does not include meal breaks, lodging time, or time spent other than travelling;
- (13) "*lateral transfer*" or "*transfer*" - refers to the movement of an employee from one position to another which does not constitute a demotion or promotion;
- (14) "*layoff*" - includes a cessation of employment, reduction in the hours of work, or elimination of a job resulting from a reduction of the amount of work required to be done by the Employer, a reorganization, program termination, closure or other material change in organization, and where should work become available, employees will be recalled in accordance with Article 13 - Layoff and Recall or Article 31 - Casual Employees;
- (15) "*leave of absence with pay*" - means to be absent from duty with permission and with pay;
- (16) "*leave of absence without pay*" - means to be absent from duty with permission but without pay;
- (17) "*probation*" - for an employee means that period of probation outlined in Article 12 - Job Postings;
- (18) "*promotion*" - means a change from an employee's position to one with a higher maximum salary level;
- (19) "*resignation*" - means a voluntary notice by the employee that they are terminating their service on the date specified;
- (20) "*rest period*" - is a paid interval which is included in the workday and is intended to give the employee an opportunity to have refreshments or a rest;
- (21) "*shift*" - means the period of scheduled straight-time working hours on a scheduled workday where the hours scheduled are consecutive except for the meal period;
- (22) "*spouse*" - includes husband, wife and common-law spouse;
- (23) "*termination*" - is the separation of an employee from employment for just cause pursuant to Article 10 - Dismissal, Suspension and Discipline, Article 11 - Seniority, or Article 31 - Casual Employees;
- (24) "*travel status*" - with respect to an employee means absence of the employee from their headquarters or geographic location on Employer's business with the approval of the Employer;
- (25) "*Union*" - means the B.C. Government and Service Employees' Union (BCGEU).

## ARTICLE 1 - PREAMBLE

### 1.1 Purpose of Agreement

In order to establish and maintain efficient operations and a harmonious relationship between the Employer and the employees, the Employer and the Union agree that the general purpose of this collective agreement is to establish an orderly collective bargaining relationship. No employee shall be required or permitted to make a written or verbal agreement with the Employer or its representatives which may conflict with the terms of this agreement. All practices and benefits currently enjoyed by employees shall be continued unless altered, improved or explicitly removed by the terms of this agreement, or as otherwise agreed between the parties.



## 1.2 Future Legislation

In the event that any future legislation renders null and void or materially alters any provision of this agreement, the remaining provisions shall remain in effect for the term of the agreement, and the parties hereto shall negotiate a mutually agreeable provision to be substituted for the provision so rendered null and void or materially altered. If the parties do not agree on a mutually satisfactory substitute provision, the dispute shall be submitted directly to arbitration.

## 1.3 Conflict With Regulations

In the event that there is a conflict between the contents of this agreement and any regulation made by the Employer under internal regulations or policies, Bylaws, Executive procedures, or any other Executive or Association directive, on behalf of the Employer, this agreement shall take precedence over the said regulation.

## 1.4 Terms Used in Agreement

### (a) *Masculine and Feminine*

The masculine or feminine gender may be used interchangeably throughout this agreement. Wherever one gender is used, it shall be construed as meaning the other if the factors or context require.

### (b) *Singular and Plural*

Wherever the singular is used, the same shall be construed as meaning the plural if the facts or context require.

## 1.5 No Discrimination

(a) *Human Rights* - The Employer and the Union agree that there will be no discrimination against an employee, prospective employee or employee representative by reason of age, race, creed, colour, ancestry and national origin, physical or mental disability, political or religious views, sex or sexual orientation, marital status, family and parental status, number of dependants, conviction of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person.

(b) *Personal Rights* - The Employer and its representatives agree that the rules, regulations and requirements of the workplace shall be limited to matters pertaining to the work required of each employee. Employees will not be asked or required to do personal work, such as work not related to Kwantlen Student Association activities, for representatives of the Employer, or elected officials or other officers of the Association. In addition, the Employer or individual Board members shall not harass, or belittle employees.

(c) The Employer and the Union agree that bargaining unit employees will be treated equally and all work related opportunities will be made available equitably to all bargaining unit employees.

## 1.6 Sexual and/or Personal Harassment

### (a) *Definition*

Sexual and personal harassment is defined as:

- (1) uninvited, sexually suggestive, obscene or offensive remarks or gestures;
- (2) verbal advances, undue attention, invitations, or physical advances where a reasonable person ought to know that such behaviour is unwelcome;

- (3) denigration of an individual because of his/her gender expression or identity, sexual orientation or identity;
- (4) denigration of an individual because of his/her cultural orientation;
- (5) physical assault or threat of assault;
- (6) abuse of professional or supervisory authority when:
  - (i) such conduct has the purpose or effect of unreasonably interfering with an individual's academic or work performance or creating an intimidating, hostile or offensive environment for learning or working; OR
  - (ii) submission to, or rejection of, such conduct is made either explicitly or implicitly a term or condition of an individual's employment; OR
  - (iii) submission to, or rejection of, such conduct by an individual is used as the basis for evaluations, recommendations or decisions affecting any term or condition of an individual's employment.

It is recognized that not all forms of sexual or personal harassment are explicitly covered by definition. There are some forms of behaviour that may be regarded by some as sexual or personal harassment and by others as normal. In such potentially ambiguous cases, sexual or personal harassment may be considered to have occurred if the complainant has clearly expressed to the respondent that she/he wishes the offending behaviour to cease and the offending behaviour continues.

Sexual or personal harassment may be physical and/or psychological in nature. One incident or the aggregation of a series of incidents (even where a single incident would not necessarily be considered to be harassing) may constitute sexual or personal harassment. An incident involving Institutional or related matters may properly be considered to constitute sexual or personal harassment whether it occurs on campus or not or whether it occurs during school hours or not.

(b) The Employer agrees to supply the employee with all the information necessary relative to his/her rights, including what recourse is available within this collective agreement, as well as resources outside the collective agreement.

In addition, the Employer shall also point out to the employee their respective obligations in matters of sexual harassment.

- (c) The Employer recognizes its responsibility to maintain a discrimination free workplace.
- (d) Kwantlen Student Association and the Union recognize that managerial supervisory authority including actions occasioned through the exercise, in good faith, of the Employer's managerial, supervisory rights and responsibilities does not constitute abuse or sexual/personal harassment.

### **1.7 Harassment Complaint Procedures**

In the case of a complaint of either personal or sexual harassment, the following shall apply:

- (a) An employee (complainant) who wishes to pursue a concern arising from an alleged harassment may submit a complaint in writing within six months of the latest alleged occurrence directly to the Executive Director. Where the complaint is against the Executive Director, it shall be submitted to the Vice President Services of other employer designate. Upon receipt of the written complaint, the Employer shall notify in writing the designated union staff representative. Complaints of this nature shall be treated in strict confidence by both the Union and the Employer.

- (b) An alleged harasser (respondent) shall be given notice of the substance of such a complaint under this clause and shall be entitled to attend, participate in, and be represented at any hearing pursuant to (f) below.
- (c) The Employer's designate shall investigate the complaint and shall submit his/her report to the Executive Director in writing within 15 days of receipt of the complaint. The Executive Director shall within 10 days of receipt of the reports give such orders as may be necessary to resolve the issue. The union staff representative, the complainant and the respondent shall be apprised of the Executive Director's resolution.
- (d) Both the complainant and the respondent shall be given the option of having a steward present at any meeting held pursuant to the above investigation.
- (e) Pending determination of the complaint, the Executive Director may take interim measures to separate the employees concerned if deemed necessary. Any possible permanent dislocation will impact on the harasser.
- (f) Where either the complainant or the respondent, in conjunction with the Union, is not satisfied of the Executive Director's response, the Union will put the complaint, within 30 days, before a mutually agreed upon, independent adjudicator who specializes in cases of personal or sexual harassment. The adjudicator shall work with the parties to achieve a mutually acceptable resolution and if this is not achieved, the adjudicator shall have the right to:
- (1) dismiss the complaint; or
  - (2) determine the appropriate level of discipline to be applied to the harasser; and/or
  - (3) make further recommendations as are necessary to provide a final and conclusive settlement of the complaint.
- (g) Disciplinary action taken against a harasser pursuant to this clause, shall not form the basis of a grievance.
- (h) Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer will take appropriate action which may include discipline.
- (i) This clause does not preclude an employee from filing a complaint under Section 8 of the *BC Human Rights Act*.
- (j) Complaints under this article shall be treated in strict confidence by all parties involved.
- (k) No information relating to the grievor's personal background, lifestyle or mode of dress will be admissible during the process outlined in this clause.

## ARTICLE 2 - MANAGEMENT RIGHTS

Except as otherwise provided in this agreement, Kwantlen Student Association or its delegated officer has exclusive control over the management, supervision and administration of Kwantlen Student Association and through the Executive Director the control and direction of the bargaining unit staff.

### ARTICLE 3 - UNION RECOGNITION AND RIGHTS

#### 3.1 Bargaining Agent Recognition

The Employer recognizes the BCGEU as the sole and exclusive collective bargaining agent for all of its employees and hereby agrees to negotiate with the Union, and any of its authorized committees, concerning all matters affecting the relationship between the parties.

#### 3.2 Collective Agreement Prevails

In the event there is a conflict between the requirements of this collective agreement and those of Kwantlen Student Association's Constitution and Administrative Policies, the requirements of the collective agreement shall prevail.

#### 3.3 No Other Agreement

No employee covered by this agreement shall be required or permitted to make a written or oral agreement with the Employer or its representatives which may conflict with the terms of this agreement.

#### 3.4 No Discrimination for Union Activity

The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee for reason of membership or activity in the Union or for the exercise of rights provided for in this agreement.

#### 3.5 Conflict of Interest

An employee may not be an elected member of the Executive or Council, but employees may become and maintain membership in Kwantlen Student Association.

#### 3.6 Notification of the Employer

The Employer shall provide the Union with all necessary information relating to the following matters for all employees of the Society on a current basis:

- (a) A list of employees, showing their names, addresses and employment status and ranked according to seniority.
- (b) The Employer shall notify the Union, in writing within five working days of all job postings, hiring, transfers or resignations.
- (c) The Employer shall notify the Union in writing within one working day when any employee has been laid-off, discharged, suspended, or given a written warning.

#### 3.7 Recognition and Rights of Stewards

- (a) The Employer recognizes the Union's right to select stewards to represent employees. The Employer and the Union will agree on the number of stewards, taking into account both operational and geographic considerations.
- (b) The Union agrees to provide the Employer with a list of the employees designated as stewards for each jurisdictional area.
- (c) A steward, or their alternate, shall obtain the permission of the Executive Director before leaving their work to perform their duties as a steward. Leave for this purpose shall be with pay. Such permission shall not be unreasonably withheld. On resuming their normal duties, the steward shall notify their supervisor.

- (d) The duties of stewards shall include:
- (1) investigation of complaints of an urgent nature;
  - (2) investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;
  - (3) supervision of ballot boxes and other related functions during ratification votes;
  - (4) attending meetings at the request of the Employer.

### 3.8 Bulletin Boards

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

### 3.9 Union Insignia

- (a) A union member shall have the right to wear or display the recognized insignia of the Union. The Union agrees to furnish to the Employer at least one union shop card, for each of the Employer's places of operation covered by this agreement, to be displayed on the premises. Such card will remain the property of the Union and shall be surrendered upon demand.
- (b) The recognized insignia of the Union shall include the designation "*bcgeu*". This designation shall, at the employee's option, be placed on stenography typed by a member of the Union. This designation shall be placed below the signatory initials on typewritten correspondence.

### 3.10 Right to Refuse to Cross Picket Lines

- (a) The Employer agrees that no employee shall be subject to discipline or dismissal for refusing to cross an established picket line or for refusal to handle goods for an employer where a strike or lockout is in effect. An employee who is not reporting for work as the result of an established picket line, shall be deemed to have applied for and been granted an unpaid leave of absence for the time involved. The Employer agrees that it shall not request, require or direct members of the bargaining unit to perform work resulting from strikes that would have been carried out by those persons on strike.
- (b) In the event that the Employer and/or the Union receives notification:
- (1) that a trade union has established a picket line at any entrance of any campus of Kwantlen Student Association, or on such a campus; or
  - (2) that an employer has served a lockout notice or a trade union has served a strike notice which might, if acted upon, result in the establishment of such a picket line,

the Employer will consult the Union prior to determining whether to maintain the operations of Kwantlen Student Association.

- (c) The purpose of this article is to promote a high level of cooperation between the Union and the Employer. Both parties recognize that labour/management disputes at the Institution have a capacity to produce difficult ethical and moral questions for all members of the Institution's community. Kwantlen Student Association recognizes the trade union principles that guide its staff and agree that it will make every reasonable effort to avoid situations requiring that staff perform work for members of Kwantlen Student Association which would be in direct support of or opposition to either party of a labour/management dispute at the University.

(d) Employees have the right to follow their conscience and refuse to handle, produce, or use in any way goods or services from or destined to any persons/nations/organizations on the BC Federation of Labour "Hot List". No employee can be disciplined or penalized in any way for exercising this right and principle of social justice.

### 3.11 Time Off for Union Business

(a) Each Employee shall be entitled, at no loss of pay, to a total of one hour per week during regular hours of operation of the Association, for the purpose of participation in union activities.

(b) *Without Pay* - any employee scheduled to work with reasonable written notice leave of absence without pay and without loss of seniority will be granted:

(1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;

(2) for elected or appointed representatives of the Union to attend to union business which requires them to leave their general work area;

(3) for employees who are representatives of the Union on a bargaining committee to attend meetings of the Bargaining Committee;

(4) to employees called by the Union to appear as witnesses before an arbitration board, the Labour Relations Board, or the Human Rights Tribunal. The Union agrees that it will call its witnesses in a manner that will not unduly disrupt the business operations of the Employer.

(5) to employees designated to sit as an observer on a selection panel in accordance with Clause 12.2.

(c) *With Pay* - leave of absence with basic pay and without loss of seniority shall be granted to representatives of the Union on the Union's Bargaining Committee to carry on negotiations with the Employer. No leave will be granted for employees on vacation.

(d) Employees are entitled to meet the union representatives and/or union staff at their worksite without loss of pay, benefits or seniority. Every effort will be made to minimize disruption to the administration of the Kwantlen College Student Association.

(e) To facilitate the administration of this clause when leave without pay is granted, the leave shall be given with basic pay and the Union shall reimburse the Employer for salary and benefit costs, including travel time incurred. Leave of absence granted under this clause shall include sufficient travel time. The Union shall provide the Employer a minimum of 48 hours notice prior to the commencement of leave under this clause. It is understood that employees granted leave of absence pursuant to this clause shall receive their current rates of pay while on leave of absence with pay. The Employer agrees that any of the above leaves of absence shall not be unreasonably withheld.

(f) The Employer shall grant, on request, leave of absence without pay:

(1) for employees selected for a full-time position with the Union for a period of two years (extensions shall be by mutual agreement, not unreasonably withheld);

(2) for an employee elected to the position of President or Treasurer of the British Columbia Government and Service Employees' Union;

(3) for an employee elected to any body to which the Union is affiliated for a period of one year and the leave shall be renewed upon request;

### **3.12 Notification by the Union**

The Union shall regularly notify the Employer, in writing, of the names of its bargaining unit Chairperson, stewards and any other committees established by agreement between the parties.

### **3.13 Contacting at Work**

Elected and staff representatives of the Union shall have the right to contact employees at work on matters respecting this collective agreement and its administration. The Union agrees that there will be no undue disruption of work. Time will be kept to a minimum.

## **ARTICLE 4 - UNION SECURITY**

### **4.1 Union Shop**

Employees who are now or hereafter become members of the Union shall maintain their membership in the Union as a condition of employment, and every new employee whose employment commences hereafter shall become a member of the Union as a condition of employment, except where applicable under prevailing legislation.

## **ARTICLE 5 - CHECK-OFF OF UNION DUES**

### **5.1 Deduction of Dues**

- (a) The Employer shall, as a condition of employment, deduct from the wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, the amount of the regular dues payable to the Union by a member of the Union.
- (b) The Employer shall deduct from any employee who is a member of the Union any assessments levied in accordance with the Union Constitution and (or) Bylaws and owing by the employee to the Union.
- (c) Deductions shall be made for each payroll period and membership dues or payments in lieu thereof shall be considered as owing in the period for which they are so deducted.
- (d) All deductions shall be remitted to the President of the Union, once a month but no later than 28 days after the last monthly dues deduction. The Employer shall also provide a list of names of those employees from whose salaries such deductions have been made together with the amounts deducted from each employee.
- (e) Before the Employer is obliged to deduct any amount under (a) above, the Union must advise the Employer in writing of the amount of its regular dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the President of the Union. When the change cannot reasonably be accommodated by the Employer's existing payroll system, then the cost of implementation shall be borne by the Union. In all cases, the Union shall provide the Employer with a reasonable notice period to implement any change.
- (f) From the date of the signing of this agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other moneys deducted by the Employer from the pay of the employees in the bargaining unit.

## 5.2 Dues Receipt - T4

The Employer shall supply each employee, without charge, a receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous year. Such receipts shall be provided to the employees prior to March 1<sup>st</sup> of the succeeding year.

## 5.3 Authorization

An employee shall, as a condition of continued employment, complete an authorization form providing for the deduction from an employee's wages or salary the amount of the regular dues payable to the Union by a member of the Union.

# ARTICLE 6 - EMPLOYER AND UNION TO ACQUAINT EMPLOYEES

## 6.1 New Employees

- (a) At the time of hire new employees will be advised that a collective agreement is in effect and of the conditions of employment set out in the articles dealing with Union Security and Dues Check-off.
- (b) A new employee shall also be provided with:
  - (1) the name, location and work telephone number of the steward and/or bargaining unit Chairperson;
  - (2) an authorization form for union dues check-off; and
  - (3) an up-to-date copy of the collective agreement upon commencement of employment.
- (c) The steward shall be advised of the name, location and work telephone number of the new employee and be provided one hour, exclusive of travel time, to orient the new employee to the rights, benefits and requirements of union membership.
- (d) The Union will be provided with a copy of the completed and signed authorization form for dues check-off for all new employees.

## 6.2 Copies of Agreement

The Employer shall provide each new member of the Council with an up-to-date copy of the collective agreement within a reasonable period following commencement of his/her term of office. The Union shall provide all employees with an up-to-date copy of the collective agreement. The Union shall provide the Employer with a sufficient number of copies of the collective agreement for all new hires.

## 6.3 New Member and New Executive Orientation

The Employer agrees that the bargaining unit Chairperson or designate shall be given a half-hour, exclusive of travel time between campuses without loss of pay or benefits, during regular working hours to orient each new employee within the first month of his/her employment for the purpose of acquainting the employee with the benefits and obligations of union membership and his/her responsibilities and obligations to the Employer and the Union.

A person designated by the Employer shall orient each newly elected member of the Executive within two weeks of the commencement of their term of office for the purpose of acquainting the new members with terms of the collective agreement, the rights of employees and appropriate procedures and mechanisms for communication of dissatisfaction with the work of an employee and the resolutions of problems which may arise from time to time.



It is agreed that the Employer will notify the Union, in writing, who is designated and any change in designation.

#### **6.4 Prospective Employees**

When the Employer supplies information about potential employment in the bargaining unit it shall advise potential employees that the conditions of employment are under the collective agreement.

The advice shall be in the form of:



#### **BCGEU**

A Component of NUPGE (CLC)

This position is governed by the terms and conditions under the BCGEU collective agreement.

### **ARTICLE 7 - EMPLOYER/UNION RELATIONS**

#### **7.1 Union Bargaining Committee**

A union bargaining committee shall be appointed and consist of two members of the bargaining unit. The Union shall have the right at any time to have the assistance of members of the staff of the Union when negotiating with the Employer.

#### **7.2 Union Representatives**

- (a) The Employer agrees that access to its premises will be granted to members of the staff of the Union when dealing or negotiating with the Employer, as well as for the purpose of investigating and assisting in the settlement of a grievance.
- (b) Members of union staff shall notify the excluded designated supervisory official in advance of their intention and their purpose for entering and shall not interfere with the operation of the section concerned.
- (c) In order to facilitate the orderly, as well as the confidential investigation of grievances, and where possible, the Employer will make available to union representatives or stewards temporary use of an office or similar facility.
- (d) The Employer agrees that access to its premises will be granted to Local Chairpersons, Component Chairpersons and members of the Provincial Executive. Notification shall be given to the excluded designated supervisory official in advance of the intention and purpose for entering the Employer's premises and such access shall not interfere with the operations of the Employer.

#### **7.3 Technical Information**

The Employer agrees to provide to the Union such information that is available relating to employees in the bargaining unit, as may be required by the Union for collective bargaining purposes.

#### **7.4 Joint Union Management Committee**

- (a) The parties agree to the establishment of a standing committee, called the Joint Union Management Committee, the purpose of which is to encourage communication at regular intervals, solve problems, or potential problems before they become a grievance, and to discuss any subjects arising out of this collective agreement.
- (b) The Committee shall consist of two representatives from the bargaining unit appointed by the Union, and two representatives appointed by the Employer. Each party to this agreement shall keep the

other party informed of its two representatives, with written notice by June 1<sup>st</sup> of each year this agreement pertains to.

(c) All agreements of this Committee shall be set out in writing.

### **7.5 Meetings of Committee**

The Joint Union Management Committee shall meet monthly, or at the request of either party in an urgent situation. Each party shall present an agenda of items to be discussed to the other party not less than three days prior to each meeting. Such meetings will normally be scheduled during regular working hours, and those persons designated by the Union shall not suffer loss of pay in the performance of his/her duties under this article. The taking of the minutes of Joint Committee Meetings shall be shared by the Employer and the Union. Both parties shall make every effort to mutually agree upon the minutes within a reasonable time period following the meeting.

Notwithstanding the importance of creating an agenda which allows both parties to adequately prepare for the meeting, both parties recognize the importance of flexibility and responsiveness to issues as they arise. Therefore, it is agreed that upon mutual consent, items may be added to the agenda at the beginning of the meeting.

### **7.6 Chairperson of Committee**

Chairpersons for Joint Union Management Committee meetings will be designated on a rotating basis; that is, a union committee person will chair the first meeting and an employer committee person will chair the second meeting and so on.

### **7.7 Jurisdiction of Committee**

The Union has the right to refer any matter or proposal discussed at the Joint Union Management Committee meeting to their respective members for further direction, advice or consultation.

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

Any policies developed by the Executive Committee and/or Council, or proposals for the development of policies dealing with matters of policy and/or conditions of employment which may affect employees within the bargaining unit, shall be communicated in writing to the bargaining unit Chairperson and discussed at a Joint Union Management Committee meeting.

### **7.9 Minutes**

The Employer shall provide the Union with the ex-camera minutes from all Executive Committee meetings and Kwantlen Student Association Council meetings, including any subcommittee meetings.

## **ARTICLE 8 - GRIEVANCES**

### **8.1 Definition**

For the purpose of this agreement, "*grievance*" shall mean any difference or dispute arising between the parties to this agreement, concerning the interpretation, application, administration, operation or alleged violation of this collective agreement, including whether or not any issue is arbitrable.

The dismissal, discipline or suspension of an employee bound by this agreement may also be grieved.

## 8.2 Types of Grievance

### (a) *Individual Grievance*

A grievance whether initiated by an individual employee or by the Union that is confined in scope to a particular employee.

### (b) *Group Grievance*

Where the matter is of concern to a group of employees or whether several individual grievances, after being consolidated at some stage, are brought forward as one grievance.

### (c) *Policy Grievance*

Where either party disputes the general application, interpretation or alleged violation of an article of this agreement, where the matter of concern is not specifically confined in scope to any particular employee.

### (d) *Union or Employer Grievance*

Where the matter is of specific concern to the Union or Employer.

## 8.3 Grievance Procedure

The procedure for settling individual and group grievances shall start at Step 1. The procedure for settling policy and union grievances shall start at Step 2.

### (a) *Step 1*

An employee who has a grievance shall go to the Executive Director, or staff designate, within 30 working days from the date on which the Union becomes aware of the alleged incident(s) which gave rise to the complaint. The employee must be accompanied by his/her steward or a representative of the Union.

The Executive Director, or staff designate, shall be given three days to answer the complaint verbally, the parties involved shall be given a maximum of five working days to solve the grievance. If unresolved within five working days of the discussion with the Executive Director, or staff designate, the Union may submit the grievance to Step 2.

### (b) *Step 2*

If the grievance is not satisfactorily resolved in Step 1 above, the employee and his/her steward or union representative shall submit the grievance in writing to the Executive Director, or staff designate.

Within 14 working days of receiving the grievance at Step 2, the Executive Director and the designated union representative shall meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. This meeting may be waived by mutual consent in writing. Within 14 working days following receipt of the grievance at Step 2, the Executive Director, or staff designate, shall reply in writing to the staff representative of the Union.

### (c) *Step 3 - Arbitration*

In the event that no settlement of the grievance is reached in Step 2 above, then either party may, within 20 working days following the decision of the Executive Director, or staff designate, signify in writing to the other party of the failure to agree and notice of intention to invoke the arbitration procedure as set out in Article 9 of this agreement.

#### **8.4 Administrative Provisions**

- (a) Grievances and replies at Step 2 of the grievance procedure and notification to arbitrate shall be by certified mail, electronic transmission, courier or by facsimile.
- (b) Subject to (c), grievances, replies, and notification shall be deemed to have been presented on the date on which they were certified, and received on the date they were delivered to the appropriate office of the Employer or the Union.
- (c) Where a facsimile is used to transmit grievances, replies and notification, the sender must forward the original documents to the Step 2 recipient by mail within three business days of the facsimile transmission. The sender will retain a facsimile receipt to prove service.
- (d) In the event of a dispute, strike, lockout, or other work stoppage in the Canada Post Office, within British Columbia, (c) shall not apply and originals will be forwarded upon conclusion of the dispute.

#### **8.5 Dismissal or Suspension Grievances**

In the case of a dispute arising from an employee's dismissal, rejection on probation, suspension or suspension for just cause pending investigation, the grievance may be filed directly at arbitration, within 20 working days of the date on which the dismissal, rejection on probation, or suspension occurred, or within 20 working days of the employee receiving such notice. It is agreed that the parties will continue attempting to resolve the matter prior to the arbitration hearing.

#### **8.6 Deviation from Grievance Procedure**

- (a) The Employer agrees that, after a grievance has been initiated by the Union, the Employer's representatives will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee without the consent of the Union.
- (b) In the event that, after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through any other channel, then the Union agrees that, pursuant to this article, the grievance shall be considered to have been abandoned.
- (c) Where an employee has filed a complaint with the Ombudsperson or the Employment Standards Branch, the grievance shall be deemed to be abandoned unless the complaint is withdrawn, in writing, within 45 days of it being filed.
- (d) Notwithstanding (b) above, an employee who has filed a complaint with the Human Rights Council shall not have their grievance deemed abandoned through the filing of the complaint.

#### **8.7 Technical Objections to Grievances**

It is the intent of both parties to this agreement that no grievance shall be defeated merely because of a technical error other than time limitations in processing the grievance through the grievance procedure. To this end an arbitration board shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case.

#### **8.8 Effective Date of Settlements**

Settlements reached at any step of the grievance procedure in this article, shall be applied retroactively to the date of the occurrence of the action or situation which gave rise to the grievance, but not prior to the effective date of the agreement in effect at the time of the occurrence or the date set by a board of arbitration.

### 8.9 Amending Time Limits

The time limits fixed in this grievance procedure may be altered by mutual consent of the parties, but the same must be in writing.

### 8.10 Employee May Attend

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 if so requested by either party.

## ARTICLE 9 - ARBITRATION

### 9.1 Notification

- (a) Where a difference arising between the parties relating to the interpretation, application, or administration of this agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that a term or condition of this agreement has been violated, either of the parties may, after exhausting the grievance procedure in Article 8 - Grievances, notify the other party within 20 working days of the receipt of the reply at the second step, of its desire to submit the difference or allegations to arbitration.
- (b) A submission of such a difference or allegation to arbitration shall be by certified mail or by courier to the other party. Submissions may be transmitted by facsimile, however, the sender must forward the original documents by mail within three business days of the facsimile transmission. The sender will retain a facsimile receipt to prove service.
- (c) Where the matter in dispute is a dismissal grievance, the parties shall set a date for the hearing to be held seven weeks from the date that such a hearing is requested.

### 9.2 Assignment of a Single Arbitrator

When a party has requested that a grievance be submitted to arbitration, it shall indicate to the other party to the agreement the name(s) of an arbitrator(s) to hear the dispute. Within 10 working days thereafter, the other party shall indicate its agreement to one of the suggested names. If the parties fail to agree upon an arbitrator, the appointment shall be made by the Minister of Labour for the Province of British Columbia.

#### (a) *Issues for Expedited Arbitration*

- (1) All grievances except those relating to the following shall be resolved by expedited arbitration:
  - (i) Dismissals
  - (ii) Suspensions in excess of twenty (20) working days;
  - (iii) Policy grievances
  - (iv) Grievances requiring substantial interpretation of a provision of the collective agreement;
  - (v) Grievances requiring the presentation of extrinsic evidence;
  - (vi) Grievances where a party intends to raise a preliminary objection;

(b) *Procedure*

All presentations pursuant to this Article shall be short and concise and are to include a comprehensive opening statement. The parties shall make limited use of authorities during their presentation.

(1) *Mediation*

(i) Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance.

(ii) Where mediation fails or is not appropriate in the opinion of the arbitrator, a decision shall be rendered as contemplated herein.

### 9.3 Board Procedure

(a) In this article the term "*Board*" means a single arbitrator.

(b) The Board may determine its own procedure in accordance with the relevant legislation and shall give full opportunity to all parties to present evidence and make representations. It shall hear and determine the difference or allegation and shall render a decision within 60 days of the conclusion of the hearing.

### 9.4 Decision of Board

The decision of the Arbitration Board shall be final, binding, and enforceable on the parties. The Board shall have the power to dispose of a discharge or discipline grievance by any arrangement which it deems just and equitable. However, the Board shall not have the power to change this agreement or to alter, modify, or amend any of its provisions.

### 9.5 Disagreement on Decision

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson of the Arbitration Board to reconvene the Board to clarify the decision, which it shall make every effort to do within seven days.

### 9.6 Expenses of Arbitration Board

Each party shall pay one-half of the fees and expenses of the Chairperson.

### 9.7 Amending Time Limits

The time limits fixed in the arbitration procedure may be altered by mutual consent of the parties, but the same must be in writing.

## ARTICLE 10 - DISMISSAL, SUSPENSION AND DISCIPLINE

### 10.1 Burden of Proof

In all cases of discipline, the burden of proof of just cause shall rest with the Employer.

### 10.2 Dismissal

The Employer may dismiss any employee for just cause. Notice of dismissal shall be in writing and shall set forth the reasons for dismissal.

### 10.3 Suspension

The Employer may only suspend an employee for just cause. Notice of suspension shall be in writing and shall set forth the reasons for the suspension.

### 10.4 Dismissal and Suspension Grievance

All dismissals and suspensions will be subject to the grievance procedure under Article 8 - Grievances. A copy of the written notice of dismissal or suspension shall be forwarded to the President of the Union within five days of the action being taken.

### 10.5 Right to Grieve Other Disciplinary Action

(a) Disciplinary action grievable by the employee shall include:

- (1) written censures;
- (2) letters of reprimand;
- (3) adverse reports; or
- (4) adverse employee appraisals.

(b) An employee shall be given a copy of any such document placed on the employee's file which might be the basis of disciplinary action. Should an employee dispute any such entry in their file, they shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of their personnel record.

(c) Any such document, (other than formal employee appraisals) and suspensions, shall be removed from the employee's file after the expiration of 24 months from the date it was issued provided there has not been a further infraction.

(d) The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

### 10.6 Employee Appraisal Forms

(a) Where an appraisal of an employee's performance is carried out, the employee shall be given sufficient opportunity to read, review and ask questions about the appraisal. Upon request, the employee will be given three working days to read and review the appraisal.

(b) The written appraisal shall provide for the employee's signature indicating that the employee has read it.

(c) An employee appraisal shall not be changed after an employee has signed it, without the knowledge of the employee, and any such changes shall be subject to the grievance procedure of this agreement.

(d) An employee shall receive a copy of their appraisal upon request.

### 10.7 Personnel File

An employee, or the President of the Union or their designate with the written authority of the employee, shall be entitled to review the employee's personnel file(s), both paper and, if applicable, electronic, in the office in which the file is normally kept. The employee or the President, as the case may be, shall give the Employer adequate notice prior to having access to such file(s).

### **10.8 Right to Have Steward Present**

An employee shall have the right to have their steward present at any discussion in which the employee believes might be the basis of disciplinary action. Where the Employer intends to interview an employee for disciplinary purposes, the Employer shall make every effort to notify the employee in advance of the purpose of the interview in order that the employee may contact their steward, providing that this does not result in an undue delay of the appropriate action being taken. This clause shall not apply to those discussions that are of an operational nature and do not involve disciplinary action.

### **10.9 Rejection During Probation**

(a) The Employer may reject any probationary employee. A rejection during probation shall not be considered a dismissal for the purpose of Clause 10.4. The test of just cause for rejection shall be a test of suitability of the probationary employee for continued employment in the position to which they have been appointed, provided that the factors involved in suitability could reasonably be expected to affect work performance.

(b) Where an employee feels they have been aggrieved by the decision of the Employer to reject the employee during the probationary period, they may in accordance with Article 8 - Grievances, grieve the decision within 30 days of receiving the notice of rejection. Such grievance may be filed directly at arbitration in accordance with Clause 8.5.

### **10.10 Abandonment of Position**

An employee who fails to report for duty for three consecutive workdays without informing the Employer of the reason for their absence will be presumed to have abandoned their position. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not having informed the Employer.

### **10.11 Personal Opinions**

No employee shall be disciplined for voicing personal opinions outside of work, subject to the harassment policy in Article 1.7. The Union accepts the fact that the spokespersons for the Society are its duly elected representatives. The Union agrees that all democratically adopted policies of Kwantlen Student Association shall be publicly supported when called for, in the performance of the employee's duties.

### **10.12 Whistleblower Protection**

The Union and the Employer agree that, in the course of their duties, employees may disclose information of any concern regarding misadventure and/or wrongdoing of which they may become aware. The disclosure shall be made to the Executive Director.

Should the Executive Director be involved in the information disclosed, the parties shall agree on the engagement of an independent third party to conduct the investigation.

Such misadventure or wrongdoing includes, but is not limited to, a violation of a public law or regulation; a violation of employer regulations or policies; the misuse of employer funds, or; any danger to life, health and safety.

The Union and the Employer agree that such information shall be disclosed to both parties. Further, the Union and the Employer agree that employees are fully protected when making such disclosures and cannot be subjected to discipline or retaliation for disclosing such information.

The Union and the Employer agree that the investigation into such disclosure will be conducted in an appropriate manner and in a timely fashion.



## ARTICLE 11 - SENIORITY

### 11.1 Definition

Seniority is defined as the length of continuous employment with the Employer, calculated from the date of hiring, including time spent on certain types of leave as outlined below.

### 11.2 Use

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

### 11.3 Seniority Lists

- (a) A current seniority list for all employees as of December 31<sup>st</sup> will be provided by the Employer to the President of the Union on or before March 31<sup>st</sup> of the following year.
- (b) Whenever blocks of employees are hired on the same day, their seniority shall be determined by random draw of numbers held in their presence.

### 11.4 Maintenance of Seniority

Employees shall accrue seniority for leave periods except for leave of absence under 20.7 – leave without pay (including that for Student Employees).

### 11.5 Loss of Seniority

An employee shall lose seniority only when:

- (a) voluntarily terminated;
- (b) discharged and not reinstated under the terms of Clause 10.2;
- (c) laid off and not recalled after one year on the recall list under Article 13.

## ARTICLE 12 - JOB POSTINGS

### 12.1

- (a) When a vacancy of a regular nature is to be filled inside the bargaining unit, the Employer shall post notice of the position in the Employer's offices, on the Employer's website, and on all bulletin boards for a minimum of seven calendar days so that all members will know about the vacancy or new position.
- (b) The Union shall appoint an advisory committee to the selection committee and the advisory committee will be invited to participate at all meetings of the Employer's selection committee and at all candidate interviews on the following terms:
  - (1) members of the advisory committee have voice but no vote on any matters or issues at any meeting with the selection committee. The advisory committee can raise concerns regarding a candidate with the Executive Director.
  - (2) both the selection committee and the advisory committee reserve the right to caucus privately.
- (c) The Employer agrees that preference will be given to qualified internal candidates. If no internal candidate meets the requirements of the position it may be filled by an external candidate.

## **12.2 Union Observer**

The President of the Union or designate may, upon an applicant's request, sit as an observer on a selection committee for posted positions within the bargaining unit. The observer shall be a disinterested party.

## **12.3 Information in Postings**

Such notice shall contain the following information: nature of position, qualifications, education, skills and abilities, wage or salary rate or range, and whether the employee is required to use his/her automobile in the performance of his/her duties. Such qualifications may not be established in an arbitrary or discriminatory manner.

## **12.4 Role of Seniority on Promotions and Transfers**

The parties hereto agree that promotions and transfers shall be made to the best qualified applicant based on the required qualifications, education, skills, abilities, and availability. Availability shall normally apply to promotions or transfers to temporary positions. Where the employer seeks to apply availability to permanent positions, the Union shall be notified. Where such factors are relatively equal, seniority shall be the deciding factor. Preference will be given to the applicant with the greatest seniority and having the required qualifications.

## **12.5 Trial Period**

When a vacancy is filled by an existing regular employee, conditional on satisfactory service the employee shall be declared permanent after a period of 90 days. A performance review meeting with the employee on trial shall be held approximately midway through the trial period. Should the employer not deem the review meeting necessary, the performance of the employee shall be deemed satisfactory and the trial period ended. Should deficiencies be noted, the trial period shall continue. The Employer may, after notifying the Union, extend the period for a further four calendar months. If the employee proves unsatisfactory in the position or wishes to return to his/her former position, he/she shall be returned to his/her former job position and wage/salary rate. Any other employee promoted or transferred because of the rearrangement of positions shall be returned to his/her former position and wage or salary rate.

## **12.6 Notification of Job Competition Results**

Unsuccessful bargaining unit applicants to posted positions will be notified of the name of the successful applicant. The unsuccessful applicants shall be notified in writing of the reasons why they were unsuccessful if they request such reasons within 14 calendar days of being notified of the name of the successful applicant.

## **12.7 No Reduction in Hours/Loss of Work**

The Employer shall not employ casual employees or utilize volunteers if the effect would be to reduce or limit the number of regular employees; or if the effect would be to reduce or limit the number of hours of work available to regular employees.

## **12.8 Probationary Period**

### *(a) Duration*

The probationary period of all employees, shall be 90 days, commencing the first day of his/her employment. The steward or union representative shall be present at all reviews, as outlined below. No employee shall be required to serve more than one probationary period.

(b) *Rights of a Probationary Employee*

During the probationary period, an employee shall be entitled to the rights, privileges, wages and benefits of the corresponding non-probationary employee, as specified in this agreement.

All insured benefits shall commence in accordance with the insurer's policy provided that the waiting period does not exceed 90 calendar days. Benefits requiring a waiting period shall commence upon completion of the waiting period and will not be retroactive to time of hiring.

(c) *Probation Review*

The probationary employee shall be subject to two written reviews before the end of the probation period, conducted by the Employer. The first review shall take place approximately midway through the probationary period. The second review shall take place approximately one week prior to the end of the probationary period. These reviews will evaluate the performance of the employee with respect to the duties, responsibilities and desired qualifications listed in the initial employment notice. The employee shall have the right to have a steward at all discussions regarding probationary review.

- (1) Based on the results of the final review, the Employer shall determine whether the employee has successfully completed the probationary period.
- (2) Written notification of the results of the final review shall be presented to the employee and the steward within seven days following the review.
- (3) In the event that either review is not carried out, the probationary employee shall be deemed to have successfully completed the probationary period.
- (d) The Employer may after notifying the Union, extend the probation period for a further four calendar months.

## 12.9 Regular Positions

(a) In order to improve the hiring process the Employer and the Union shall, within six months of signing the collective agreement, draft internal employment notices for all permanent positions. Such notices shall contain a statement of duties and responsibilities, classification, desired qualifications and period of employment. Job descriptions drafted by the Employer will also be attached to the job notice when posted.

(b) Internal employment notices will be kept on file with the Employer and the Union. When it becomes known that a position of employment is or will be open, the Executive Director will immediately post the internal employment notice on the union bulletin board and send a copy to the steward. Concurrently, the Executive Director shall send copies of the employment notice to all employees on the regular employee's recall list, and all regular employees on leave.

(c) Any employee who wishes to transfer or recall to the vacant position shall indicate so, in writing, to the Executive Director within 10 working days of the first posting.

## ARTICLE 13 - LAYOFF AND RECALL

### 13.1 Layoff

- (a) There shall be no reduction in the workforce without a corresponding reduction in work required.
- (b) If a reduction of staff or hours is under consideration the Employer shall call a joint union management committee meeting to discuss the proposed layoff.

(c) Employees shall be laid off in reverse order of their seniority as defined in Article 11. An employee whose position is to be terminated by the layoff process, or whose position is to be reduced in hours shall have the right to displace, or "bump", any employee in the same classification, and so on, with less seniority, provided the employee attempting to bump is qualified for the position. The criteria used to determine whether the employee is qualified shall be the same used for the internal hirings. In no event shall successive bumps exceed a two consecutive week period.

(d) If an employee who is to be terminated by the layoff process is unwilling or unable to bump, he/she shall be laid off and placed on the appropriate recall list. The Employer shall have made every effort to relocate the laid-off employee in another suitable position.

(e) The Employer shall give notice to the Union of the date of layoff. Any employee who is laid off by termination of position, or by bumping, shall receive one month's pay for each month or partial month that notice is deficient. Required notice shall be:

(f) For temporary layoffs (15 weeks or less)

(1) for regular employees, one month;

(2) for casual and all other employees, notice shall be given in accordance with the *Employment Standards Act*.

For permanent layoffs (more than 15 weeks)

(1) for regular employees, four months;

(2) for casual and all other employees, notice shall be given in accordance with the *Employment Standards Act*.

In addition, each such employee shall receive all vacation and benefits owing to him/her.

### 13.2 Recall

(a) The Employer shall maintain two recall lists; one for Regular employees and one for Casual employees. The Employer shall not hire new employees to fill any position until the recall lists have been exhausted. An up-to-date copy of each recall list shall be made available to the Union. Each laid off employee shall be placed on the appropriate list and maintained there until recalled, or for

(1) one year, for Regular employees, or

(2) one year for Casual employees.

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

(c) Notice of a vacant position shall be made by telephone or 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 office.

(d) It shall be the responsibility of the employee on the recall list to keep the Employer informed of his/her current address and telephone number.

(e) Recalled employees shall receive no less than their former salary plus any increments to which the employee has become entitled during the period on the recall list, or by any changes in classification.

### 13.3 Training and Adjustment Period

- (a) Employees who assume a new position pursuant to this article will receive job orientation, including, where deemed appropriate by the Employer, current in-service training, and shall be allowed a reasonable time to familiarize themselves with their new duties.
- (b) In those circumstances where an employee is being placed in a regular vacancy, the Employer shall also consider other training where it is complementary to current in service training.
- (c) Employees involved in training under this section shall receive their basic pay for the period of training, the cost of tuition and the cost of course-related materials.

## ARTICLE 14 - HOURS OF WORK

### 14.1 Regular Employees

#### (a) *Number of Hours*

Regular employees shall be guaranteed the number of hours per day/week set out in the job description/job posting for their position. This guarantee is subject to change by mutual agreement of the Employer and the Union, and the provisions of Article 13 - Layoff and Recall.

#### (b) *Assignment of Additional Hours - Part-Time Employees*

Where any regular part-time employee(s) wanting work hours additional to their established hours must put their request in writing to the Executive Director. Where additional hours are available, and provided the employee is qualified to perform the work, the Employer will offer such hours, by seniority, to the employee(s) making the request.

#### (c) *Assignment of Additional Hours - Regular Full-Time Employees*

Where any regular full-time employee(s) wanting work hours additional to their established hours must put their request in writing to the Executive Director. Where additional hours are available outside a regular full-time employee's position, provided the employee is qualified in the requested position, the Employer will offer such hours to the employee making the request.

Where more than one employee is qualified, then the work will be offered to such employees in accordance with seniority.

- (d) Full-Time Employees will have the right to refuse assignments outside the normal workweek unless there are extenuating circumstances that justify an assignment outside of the normal workweek.

### 14.2 Scheduling of Hours

For the purposes of this article, "*day*" means a 24 hour period commencing at 0001 hours, and "*week*" means a period of seven consecutive days beginning at 0001 hours Sunday and ending at 2400 hours the following Saturday.

### 14.3 Hours of Work

Except as otherwise provided, the "*normal workweek*" for employees covered by this agreement shall consist of five consecutive days between Monday and Friday inclusive and the "*workday*" shall be eight hours' duration inclusive of meal periods.

#### 14.4 Work Schedules/Location

Where an employee or the Employer proposes a permanent change to the work schedule or work location, the Executive Director or designate will discuss proposed changes with affected employee(s) prior to implementing any changes. Should any dispute arise over the proposed change, the proposed change will be brought to the Joint Union Management Committee for discussion prior to implementation.

#### 14.5 Rest Periods

- (a) All employees shall have two paid 15-minute rest periods in each workday in excess of six hours, one rest period to be granted before and one after the meal period.
- (b) Employees working a shift of three hours, but under four hours, shall receive one paid rest period during such a shift.
- (c) A paid meal period of one-half hour minimum will be scheduled during each that is at least four hours in and shall be taken away from the work area. Employees required by the Employer to work during their scheduled meal period will have their meal period rescheduled to an alternative time during that shift. Employees whose meal period is not rescheduled will be paid for their meal period at the applicable overtime rate.

#### 14.6 Flexible Work Schedules

- (a) The Employer shall determine, pursuant to the appropriate statutory authority, when various services are provided (hours of operation), the classifications of positions and the numbers of employees required to provide the services.
- (b) The Executive Director will consult with the union bargaining unit Chairperson in establishing work schedules based upon the hours of work provisions of this article including the following:
  - (1) work schedules shall meet the hours of operation and shall consider unusual or seasonal demands and functionally linked work groups within and without the bargaining unit;
  - (2) work schedule changes, within existing hours of operation, must not result in increased cost to the Employer and where possible shall result in decreased cost to the Employer and/or improved efficiency and/or improved services. The onus of proof shall be on the Employer to prove decreased cost;
  - (3) consideration shall also be given to employee preference, fairness and equity.

#### 14.7 Modified Workweek and Flexible Hours Schedules

- (a) A modified workweek schedule involves working extra hours in a shorter number of days in a set pattern.
- (b) The modified workweek or flexible hours schedule must be consistent with the collective agreement.
- (c) Implementation of a modified workweek or flexible hours schedule must not result in increased costs or diminution of services to the Kwantlen Student Association.
- (d) The Employer will not impose modified workweek or flexible hours schedules on employees. However, the Employer can post vacant positions with a notation that a modified workweek or flexible hours schedule is required.

(e) During certain times of the year, modified workweek and flexible hours schedules may be temporarily altered by the Kwantlen Student Association to meet special needs. Employees may also request a temporary alteration. The Employer will consult with affected employees prior to any alterations to a modified or flexible schedule.

(f) In the event of a disruption of Kwantlen Student Association services, (e.g. strike, lockout, etc.), modified workweek and flexible hours schedules shall be suspended. Once the disruption has ended, previously approved schedules shall be re-implemented in an orderly manner.

(g) The modified work averaging period shall be the regular weekly hours scheduled for an employee times four. For example, for a 40 hour week, the averaging period shall be 160 hours.

#### **14.8 Conversion of Hours**

(a) *Lieu Days* - where an employee is granted a lieu day pursuant to Clause 17.3 Other Holidays or 17.5 Official Institution Closure, the time off granted will be eight hours per lieu day for a full-time employee and prorated for a part-time employee.

(b) *Vacation* - where an employee is granted vacation pursuant to Clause 18.2 Regular Full-Time Employees' Vacation Entitlement, the annual vacation entitlement shall be converted to hours on the basis of an eight hour day and vacation taken shall be deducted in accordance with the actual hours of the employee's daily shift in effect at the time the vacation is taken.

(c) *Designated Paid Holidays* - where an employee is granted a designated paid holiday pursuant to Article 17 - Paid Holidays, the time off granted will be eight hours per designated paid holiday for a full-time employee and prorated for a part-time employee. Where the scheduled workday exceeds eight hours, the resulting difference shall be included in the work schedules established pursuant to Clause 14.6.

#### **14.9 Out of Region Work**

Where such work is outside the Metro Vancouver area, all employees shall be paid a minimum of eight hours for each day, and shall receive overtime pay per Article 16 where work hours extend beyond eight hours in a day. All out of region work must be approved in advance in writing by the Executive Director.

### **ARTICLE 15 - EMPLOYEE INFORMATION AND CONFIDENTIALITY**

#### **15.1 Employee Information**

(a) An employee shall have access to all books and records pertaining to his/her employment with the Employer. The Employer may add written comment to these. The employee shall be informed within two working days of any addition to these records, and he/she shall have the right to include his/her written reply to these as a permanent part of the file. All communication in this file must be signed and dated by the originator. All information and documents attached to a permanent file are subject to the grievance procedure.

(b) *Limited Access*

Access to an employee's records shall be limited to the Executive Director, the employee and the steward and/or accredited union staff. Others may be granted access to the records only by mutual agreement of the Employer, the Union, and the employee.

(c) *Personal Information Reporting*

The Employer shall not give any personal information about an employee to anyone without the permission of the employee concerned.

## 15.2 Confidentiality

Where the collective agreement calls for confidentiality on the part of the Employer or the Union, the following shall apply:

(a) *On the Part of the Employer*

The Employer shall restrict the transfer of all information related to the matter to seated members of the Council. If discussion is necessary in a meeting of the Council, it shall be "*in camera*". If legal advice is necessary, a lawyer or other management consultant may be approached. It is understood that the Employer will impress upon such lawyer that the matter remain confidential.

(b) *On the Part of the Union*

The Union shall restrict the transfer of all information related to the matter to members of the Local. If consultation or legal advice is desired, a lawyer and/or representatives of the British Columbia Government and Service Employees' Union may be approached. It is understood that the Union will impress upon such people that the matter remain confidential.

## ARTICLE 16 - OVERTIME

### 16.1 Definitions

- (a) "*Overtime*" means work authorized by the Employer and performed by an employee in excess of:
- (1) eight hours in a day, or in excess of their regularly scheduled daily hours; or
  - (2) for employees working flextime, more than 160 hours in four weeks, or four times their regularly scheduled weekly hours.
- (b) "*Straight-time rate*" means the hourly rate of remuneration.
- (c) "*Time and one-half*" means one and one-half times the straight-time rate.
- (d) "*Double-time*" means twice the straight-time rate.
- (e) "*Double-time and one-half*" means two and one-half times the straight-time rate.

### 16.2 Recording of Overtime

Employees shall record starting and finishing times for overtime worked on a form determined by the Employer.

### 16.3 Overtime Compensation

Employees shall be paid at time and one-half for the first two hours of any overtime situation and double-time thereafter.



#### **16.4 Right to Refuse Overtime**

Employer requests for over time must be made by the Executive Director. Except in emergency situations, an employee has the right to refuse such a request, without being subject to disciplinary action for so refusing.

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

An employee who works overtime may, in lieu of overtime pay, opt for equivalent time off calculated at the appropriate rate of pay. Lieu time must be scheduled within 14 days of overtime worked and taken within the calendar year. He/she must give notification of this choice to the Executive Director no less than five working days in advance of taking such time off. The time taken off must be mutually agreeable to the Employer and the employee. Unused lieu time shall be paid out at the end of the calendar year.

#### **16.6 Paid Meal Periods**

An employee requested to work overtime beyond his/her regular workday shall be allowed a half-hour meal period paid at overtime rates, provided that:

- (a) such overtime is in excess of two hours; and
- (b) not more than one hour has elapsed between the end of his/her regular workday and the start of the overtime.

The meal period may be taken before, during or after the overtime, subject to mutual agreement between the Employer and the employee.

#### **16.7 Call-in**

An employee shall not be called in to work after completing a regular day's work, or before the commencement of their regular workday, on a regular day off, or during their vacation, except in an emergency situation. An employee called into work after completing a regular day's work, on a regular day off, or during his/her vacation, or before the commencement of his/her regular workday, shall be paid double-time portal to portal and for all hours for the recall, with a minimum of four hours, and the Employer shall pay all costs associated with the recall including air, marine, rail and other transportation, accommodation, meal and sundry expenses.

#### **16.8 Scheduling Provision**

Except for staff on flextime and staff attending at General meetings, conferences and seminars, an employee required to work overtime beyond his/her regular workday shall be entitled to 12 hours clear between the end of the overtime and the start of his/her next workday. If 12 hours are not provided, he/she shall be paid at overtime rates for the following day.

#### **16.9 Overtime Worked on a Paid Holiday**

An employee who has agreed to work on a paid holiday shall be paid according to Clause 17.4 (Work on Paid Holidays) for the length of his/her regular working day, and double that rate thereafter.

#### **16.10 No Layoff to Compensate for Overtime**

Employees shall not be required to layoff during regular hours to equalize any overtime worked.

#### **16.11 Rest Interval**

An employee required to work overtime beyond his/her regularly scheduled shift shall be entitled to eight clear hours between the end of the overtime worked and the start of his/her next regular shift. If

eight clear hours are not provided, overtime rates shall apply to all hours worked on the regular shift which falls within the eight hour period.

#### **16.12 Overtime for Part-Time Employees**

- (a) A part-time employee working less than the normal hours per day of a full-time employee, and who is required to work longer than their regular workday, shall be paid at the rate of straight-time for the hours so worked, up to and including the normal hours in the workday of a full-time employee.
- (b) A part-time employee working less than the normal days per week of a full-time employee, and who is required to work other than their regularly scheduled workdays, shall be paid at the rate of straight-time for the days so worked up to and including the normal workdays in the workweek of a full-time employee.
- (c) Overtime rates shall apply to hours worked in excess of (a) and (b) above.

### **ARTICLE 17 - PAID HOLIDAYS**

#### **17.1 Definition**

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

#### **17.2 Recognized Holidays**

- (a) The Employer recognizes the following holidays:

New Year's Day	Labour Day
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Day
Victoria Day	Boxing Day
Canada Day	One floater day
BC Day	

- (b) The Employer agrees to recognize any additional holidays declared by the government of Canada or the government of British Columbia, or designated by Kwantlen Student Association.

(c) Employees shall be entitled to a floater day once per calendar year, not to be carried over. Employees recalled from their floater day shall be compensated in accordance with the provisions outlined in Article 18.12 Callback on Vacation.

#### **17.3 Other Holidays**

- (a) For each other holiday, one weekday shall be designated a paid holiday. Normally, this would be:
  - (1) on the holiday, if it falls on a weekday; or
  - (2) on an adjacent weekday, if it falls on a weekend; and
  - (3) by mutual agreement.
- (b) However, if the Employer believes that such a scheduling would disrupt the provision of services in an unusual manner, an alternate day may be designated by mutual agreement.
- (c) When any of these paid holidays fall on an employee's scheduled day off, he/she has the option to receive holiday pay or to take equivalent paid time off.

Time off must be taken within the calendar year of the paid holiday. The employee may determine when to take the time off, subject to the approval of the Executive Director. Such approval shall not be unreasonably withheld.

#### 17.4 Work on Paid Holidays

- (a) No employee shall be required to work on a paid holiday.
- (b) If an employee is called in to work on the paid holiday or on the designated lieu day, he/she shall be compensated at double-time rate.
- (c) An employee who works on a designated holiday which is not a scheduled workday shall be considered to have worked overtime and shall receive his/her regular day's pay, and shall receive additional compensation at the rate of time and one-half for all hours worked; except for Christmas Day when the additional compensation shall be at the rate of double-time for all hours worked.

#### 17.5 Official Institution Closure

- (a) It is agreed that the Kwantlen Student Association offices are closed for regular workdays during the period following the Boxing Day holiday and ending before the New Year's Day holiday, with employees granted paid leave. In an emergency situation, employees may be recalled to provide office coverage. Employees recalled in this period shall be provided alternate paid time off in compensation. All time worked shall be paid at straight-time.
- (b) Should the Institution, or Kwantlen Student Association's offices, be officially closed temporarily due to environmental conditions, utility disruptions, acts of *casus fortuitous*, or other reasons beyond the control of the employees covered by this agreement, each normal workday during such a closure shall be a paid holiday.

### ARTICLE 18 - ANNUAL VACATIONS

#### 18.1 Vacation Year

"*Vacation Year*" For the purposes of this article, a vacation year shall be the calendar year commencing January 1<sup>st</sup> to December 31<sup>st</sup> inclusive.

#### 18.2 Regular Full-Time Employees' Vacation Entitlement

Regular full-time employees shall be entitled to an annual vacation with pay on the following basis:

Year of Service	Vacation Entitlement
1 <sup>st</sup> partial year	3 weeks Prorated
2 <sup>nd</sup> year	3 weeks
3 <sup>rd</sup> to 5 <sup>th</sup> year	4 weeks
6 <sup>th</sup> to 8 <sup>th</sup> year	5 weeks
9 <sup>th</sup> year	6 weeks
10 <sup>th</sup> year	7 weeks
11 <sup>th</sup> and greater	8 weeks

This vacation time may be used at any time within the calendar year.

##### (a) *Vacation Entitlement Carryover*

At the end of each calendar year an employee may carry over up to two weeks of unused vacation time to the next calendar year. This vacation time may be used at any time within the next calendar year.

(b) Regular part-time employees shall be entitled to annual vacation as above, receiving their regular part-time pay.

### **18.3 Split Vacations**

An employee may take vacation in broken periods with the approval of the Employer. No reasonable request shall be denied.

### **18.4 Mandatory Vacation**

Starting with the second year of employment, an employee must take two weeks' vacation time off, or one-half his/her vacation time owing, whichever is less.

### **18.5 Vacation Entitlement Carryover**

At the end of each calendar year an employee may carry over up to two weeks of unused vacation time to the next calendar year. This vacation time may be used at any time within the next calendar year.

### **18.6 Unused Vacation**

Any remaining vacation days beyond the mandatory vacation in 18.4 Mandatory Vacation and maximum allowable carryover in 18.5 Vacation Entitlement Carryover will be paid out at the end of the calendar year.

### **18.7 Termination**

If an employee is terminated, or laid off, or if an employee terminates employment, his/her vacation entitlement shall be prorated to the actual time worked in that employment year. If the employee has exceeded this prorated allotment, the difference shall be deducted from the final paycheque prior to termination or layoff.

### **18.8 Vacation Schedules**

- (a) Employees shall submit their vacation request to the Executive Director on or before March 31<sup>st</sup> of each year. The approved vacation schedule will be posted within 14 days.
- (b) An employee who does not exercise his/her seniority rights, within two weeks of receiving the vacation schedule, shall not be entitled to exercise those rights in respect to any vacation time previously selected by an employee with less seniority.

### **18.9 Conflict in Vacation Scheduling**

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

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

An employee shall be granted an additional day's vacation with pay for any paid holiday that is observed during his/her vacation.

### **18.11 Vacation Schedule Changes**

Vacation schedules, once approved by the Employer, shall not be changed, other than in cases of emergency, except by mutual agreement between the employee and the Employer.

### **18.12 Approved Leave of Absence With Pay During Vacation**

When an employee qualifies for bereavement leave or sick leave requiring hospitalization during his/her vacation period, there shall be no deduction from the vacation credits for such leave and the reimbursement is for the period of hospitalization only. In the case of sick leave, a note from a physician may be required. The period of vacation so displaced shall be taken at a mutually agreed time. An employee intending to claim displaced vacation leave must advise the Employer and provide necessary documentation within seven days of returning to work.

### **18.13 Callback on Vacation**

Employees who have commenced their annual vacation shall not be called back to work, except in an emergency.

An employee required to return to work from vacation shall be paid double-time portal to portal and for all hours for the recall, with a minimum of four hours. The Employer shall pay all costs associated with the recall including air, marine, rail and other transportation, accommodation, meal and sundry expenses. After the emergency has been dealt with, the employee may reschedule their current vacation time or schedule the added vacation time at another time. If the employee chooses to reschedule they may determine when to take the time off, subject to the approval of the Executive Director. Such approval shall not be unreasonably withheld.

## **ARTICLE 19 - HEALTH AND WELLNESS**

### **19.1 Basic Medical Insurance**

All regular full-time employees may choose to be covered by the Medical Services Plan. Employees may choose to extend coverage to their dependants. The Employer shall pay the full cost of the premium. Plan benefits will be paid in accordance with the Medical Services Plan of BC and will be subject to the limitations specified in the Plan including eligibility requirements.

### **19.2 Extended Health Benefits**

The Employer, by means of a policy issued by the insurance company, attached to and forming part of this agreement, provides extended health benefits, including an eyeglass and contact lens option, to all regular full-time employees and their dependants. The Employer shall pay the full cost of the premiums. Benefits will be paid in accordance with the schedule of benefits listed in the Plan and will be subject to limitations specified in the Plan.

- (a) Effective the date of ratification employees will be reimbursed for the cost of an eye exam every two years.
- (b) *Extended Health Benefits*
  - (1) Total lifetime coverage level will be unlimited.
  - (2) Hearing aid benefit claims will be to a maximum of \$700 every five years.
  - (3) Vision care benefit claims will be to a maximum of \$250 every two years.

The parties agree to make the adjustments to the health and welfare benefits of the institution effective the first day of the month following ratification.

### **19.3 Group Life and Accidental Death & Disability**

All regular full-time employees shall participate in a mutually agreed upon group life plan which shall provide for benefits as follows. The cost of the premium shall be borne by the Employer.

- (a) three times annual salary, to a maximum annual salary of \$83,333;
- (b) accidental death and dismemberment coverage is an amount equal to (i) above.

#### 19.4 Short-Term Indemnity Plan and Long-Term Disability Insurance

All regular full-time employees shall participate in a mutually agreed upon short-term indemnity and long-term disability plans. The full cost of the premiums shall be borne by the Employer.

The Employee portion of savings realized by the EI reduction program will be applied annually to partially offset benefit costs.

(a) *Benefit Coverage:*

(1) *Short-Term Indemnity Plan:*

The short-term plan shall bridge the employee from the exhaustion of the employee's sick bank to the beginning of long-term disability coverage. Coverage will begin on the 31<sup>st</sup> calendar day of absence due to injury or illness. The short-term plan shall provide 75% of weekly earnings to a maximum of nine hundred dollars (\$900) per week.

(2) *Long-Term Disability Plan:*

Sixty-five and a third percent of the first two thousand six hundred sixty-six dollars (\$2,666) of your monthly earnings plus 58<sup>4</sup>/<sub>5</sub>% of the next \$2,667 plus 49.1% of the remainder to a maximum benefit of \$4,000 or 85% of your pre-disability take-home pay, whichever is less.

(b) Benefits will be paid in accordance with the Schedule of Benefits listed in the insurance carrier's Plan and are subject to the limitations specified in the Plan, including eligibility requirements.

(1) Complete details of the Short-Term Indemnity Plan and Long-Term Disability Plans are to be posted on the Association website and made available through Human Resources.

(2) If a long-term disability claim is denied, the Association will provide assistance in filing an appeal with the LTD plan carrier.

#### 19.5 Dental Plan

The Employer pays the entire premium of a comprehensive dental plan attached to and forming part of this agreement. The Plan pays for service to the staff member and dependants on the following basis:

(a) One hundred percent of routine treatment, including diagnostic, preventative, surgical, restorative services, prosthetic repairs, endodontics and periodontics, plus an increase in scaling units to eight units per year and an increase in root planning treatments to eight units per year. Dental recall exams (polishing, application of fluoride and recall) will be limited to once every nine months except in the case of dependent children (up to age 19) and those with dental problems approved by the Plan.

(b) Eighty percent of major treatments such as crowns, bridges and dentures;

(c) Eighty percent of orthodontic treatment to a lifetime maximum of \$2,500, for all eligible regular full-time staff and each of their dependants.

Dental benefits will be in accordance with the schedule of benefits listed in the insurance carrier's Plan, and subject to the limitations specified in the Plan.

### 19.6 Sick Leave Policy

- (a) The maximum sick day bank for regular full-time employees is 30 days. The maximum sick bank for part-time employees is one-hundred five (105) hours. Sick time for part time employees shall be claimed on the basis of hours of work scheduled. Sick banks are topped up on January 1<sup>st</sup>.
- (b) Employees absent more than 30 calendar days due to accident or illness, receive benefits from the Short-Term Indemnity Plan beginning on the 31<sup>st</sup> day of illness and continuing to a maximum of 26 weeks. Thereafter, benefits are paid under the Long-Term Disability Plan. This income replaces the employee's regular salary. Premiums are paid by the Employer and benefits are taxable. Participation in the Plan is compulsory.
- (c) Coverage is by means of a policy issued by the insurance company and benefits will be paid in accordance with the schedule of benefits listed in the carrier's Plan and are subject to the limitations specified in the Plan including eligibility requirements.
- (d) Where an employee is absent from work due to an injury which involves third party liability, (i.e., ICBC), the employee must repay the Employer an amount equivalent to the sick pay received from the Employer and/or the short-term or long-term disability benefits received from the insurance carrier upon receipt of the accident settlement provided that the settlement of claim includes wage loss benefits.

### 19.7 Employee to Inform Employer

Employees shall make every reasonable effort to inform the Employer as soon as possible of their inability to report to work because of illness or injury.

### 19.8 Sick Leave Report

- (a) An employee absent from work through illness or injury shall, within two days of returning to work from the initial absence submit the required online leave request.
- (b) The Employer may request a report from a qualified medical practitioner in one or more of the following circumstances:
- (1) where it appears that a pattern of consistent or frequent absence from work is developing;
  - (2) where the employee has been absent for five consecutive scheduled days of work;
  - (3) where at least 15 days have elapsed since the last statement was obtained and the employee has been in receipt of plan benefits throughout the period.

Benefits will cease to be paid when an employee fails to provide satisfactory evidence of medical disability during the benefit period. Where the Employer requests a report from a medical practitioner the Employer will bear the costs of the report.

### 19.9 Ineligible for Sick Leave

Employees are not eligible for sick leave with pay for any period during which they are on leave of absence without pay, under suspension, on strike, on layoff, or locked out.

### 19.10 Medical Examination

- (a) Where the Employer requires an employee to submit to a medical examination, it shall be at the Employer's expense and on the Employer's time, other than a medical examination required under Article 21.8 hereof.
- (b) The right is reserved to the Employer to define the scope of the medical examination. The cost of this examination to be set by the fee schedule subscribed to by the BC Medical Association.

### 19.11 Legislative Changes

If the premiums paid by the Employer for any employee benefit covered by this agreement or applicable legislation are reduced as a result of any legislative action, the amount of the saving shall be used to increase other benefits available to the employees, as may be mutually agreed between the parties.

### 19.12 Benefit Coverage During Leave of Absence

- (a) The parties to this agreement recognize and agree that except where specific arrangements are made as provided in this agreement, all benefits and entitlements provided by this agreement are suspended for an employee who is absent on leave of absence without pay.
- (b) Where an employee has been granted an approved leave of absence without pay, in excess of 30 accumulated calendar days, and the employee has been participating in the following coverages:
- Group Life Insurance
  - Accident Death and Dismemberment Benefits
  - Dental Plan
  - Extended Health Care
  - Medical Services Plan of BC

The employee may maintain coverage in those Plans. The employee must pay 100% of the premiums for those coverages during such leave. The Employer shall continue to remit premiums on behalf of each employee. Mutually acceptable arrangements for repayment of the employee's portion shall be made in advance of the commencement of the leave. Failure by the employee to effect payment of the premiums may result in loss of coverage.

- (c) Where an employee has been granted an approved leave of absence without pay, in excess of 30 calendar days, and the employee has been participating in the Short-Term Indemnity Plan and Long-Term Disability Plan, the provisions of (b) above shall apply for payment of premiums during the leave.

For an employee who does not choose to maintain coverage during the leave of absence and is disabled during the leave of absence and who is unable to return to work on the previously agreed to date of return from leave, the employee shall be reinstated on the benefit plan and the provisions of the benefit plan shall apply from the date which the disability occurred during the leave of absence.

### 19.13 Contributions in Advance

Where this agreement requires the Employer to deduct from an employee's pay the employee's contribution towards the premium payments for any insurance or benefit plan, such deductions shall be made one month in advance. That is, deductions will be made at the end of a current month for the employee's contribution for coverages effective in the following month.

In the case of newly appointed employees or employees newly enrolled, the first deductions will be double deductions in order to pay the premiums for both the current and the following month.



#### 19.14 Change of Carrier

In the event that the Employer changes carriers, benefit levels and benefit coverage negotiated by the parties shall be maintained.

### ARTICLE 20 - SPECIAL AND OTHER LEAVE

The Employer agrees that leave as outlined below will be granted with pay to regular employees, unless otherwise specified herein. If an employee is on vacation or leave and becomes eligible for special leave as outlined in this article, he/she shall be granted such leave and shall be credited with the appropriate number of vacation credits, and this will not be charged to other accrued time off.

#### 20.1 Requests

Request for Special Leave shall be submitted to the Executive Director a minimum of two weeks before such leave shall be taken except where extenuating circumstances do not permit. Extenuating circumstances shall include but not be limited to domestic crises, illness in the family, and compassionate leave.

#### 20.2 Court Duty as a Juror or Witness

Such leave shall be granted for the actual time an employee is required to be in attendance at court plus a reasonable amount of travelling time. If the employee receives remuneration for Court Duty, such remuneration shall be turned over to the Employer.

#### 20.3 Domestic Crisis and Illness in the Family

Leave under this provision is to attend to a domestic crisis or illness in the family that cannot be delayed. If required and on approval of the Executive Director, such leave shall be granted to a maximum of five days per occurrence, and to a maximum of 10 days per year. Additional paid leave under this clause shall be granted upon the mutual agreement of the Union and the Employer.

#### 20.4 Compassionate Leave

- (a) In the case of bereavement in the family, an employee shall be entitled to a special leave to a maximum of five days to and including the day of the funeral. If necessary, such leave shall include reasonable travel time.
- (b) Leave of absence not normally exceeding one day, with pay, will be granted to attend a funeral for someone other than a family member, upon approval of the Executive Director.
- (c) The employee shall notify the Employer prior to taking compassionate leave.

#### 20.5 Mourner's Leave

Where the family of a deceased employee requests pallbearers from the Union, such leave shall be granted, if required, for a number of employees arrived at by mutual agreement.

#### 20.6 Family Defined

Family is defined for the purposes of this article as follows:

parent*	spouse (including common-law)
brother*	sister*
in-laws	child*
grandchild*	grandparent*

fiancé                      guardians (including former)  
ward                        same sex partner

*\*including step-relatives*

Employees requiring leave to administer bereavement responsibilities, or leave required for other persons shall be subject to the approval of the Executive Director.

## **20.7 General Leave**

(a) Notwithstanding any provision for leave in this agreement, the Employer may grant a leave of absence without pay to an employee requesting leave. A leave of absence request may also be granted for any other reason. All requests and approvals for leave shall be in writing. In cases of emergency the written leave request may be submitted retroactively. Upon request, the Employer will give written reasons for withholding approval.

(b) Upon return from leave of absence the employee will be placed in his/her former or an equivalent position provided such a position exists. In the event that no such position exists then the employee will be given notice of layoff.

## **20.8 Health and Welfare Benefits While on Unpaid Leave of Absence**

The Employer will continue to pay its share of the applicable health and welfare benefits for a maximum of 20 work shifts in any calendar year. For any leave of absence or accumulation of leaves of absence in excess of 20 work shifts in any calendar year, benefit coverage may be continued by the employee, provided the employee pays, in advance, the monthly cost of all the benefit premiums to the Employer in accordance with the procedures outlined by the Employer and the plan permits this.

## **20.9 Leaves of Absence for Full-Time Public Duties**

(a) The Employer recognizes the rights of an employee to participate in public affairs. Therefore, providing 30 days' notice and upon written request, the Employer shall allow leaves of absence of up to six months without pay but without loss of benefits so that the employee may be a candidate in federal, first nation, provincial or municipal elections.

(b) An employee who is elected to public office shall be allowed leave of absence during his/her term of office for a period of up to five years. The employee so elected shall give one months' notice. Seniority shall remain at its achieved level. The employee shall be allowed to continue with all of the benefits plans of this agreement, and he/she shall pay the full premium of these plans. Further leave shall be granted by mutual consent. An employee returning from such leave shall be entitled to return to work.

## **20.10 Leave for Writing Examinations**

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 when they are made aware of the time and place.

## **20.11 Leave for Taking Courses**

(a) An employee shall be granted leave with pay to take courses at the request of the Employer. The Employer shall bear the full cost of the course, including tuition fees, entrance or registration fees, laboratory fees, and course-required books, necessary travelling and subsistence expenses, and other legitimate expenses where applicable. Fees are to be paid by the Employer when due.

(b) At the direction or request of the Executive Director, an employee shall be granted leave with pay to attend the conferences and general meetings of organizations concerned with the policy, economics,

social organization or practice of education; courses, conferences, and meetings relevant to Kwantlen Student Association and its services.

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

(d) 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) that the leave is being withheld to the employee(s) requesting the leave.

(e) If a request for employment related educational leave as identified in (a) and (b) is approved, upon successful completion of the course the Employer shall bear the full cost of the course, including tuition fees, entrance or registration fees, laboratory fees and course-required books, necessary travelling and subsistence expenses and other legitimate expenses where applicable.

(f) *Staff Development*

Regular full time and part time Employees shall be eligible to apply for reimbursements from the Employer for expenses that improve the workplace environment, or the skills and well-being of an employee in the workplace. The amount of funds available to each employee per year shall be made available on the following basis:

Years of Service	Development Funds	
	Full-time	Part-time
1 <sup>st</sup> partial year	\$0	\$0
2 <sup>nd</sup> - 5 <sup>th</sup> year	\$250	\$125
5 <sup>th</sup> - 9 <sup>th</sup> year	\$500	\$250
10 <sup>th</sup> year or greater	\$750	\$375

(1) For each reimbursement, Employees must supply a written request to the Executive Director in advance of any purchases for approval.

(2) Unused funds shall not be carried over from previous years.

## 20.12 Self-Funded Leave Plan

(a) Permanent full-time employees may choose to participate in a plan to fund a six month leave of absence from employment through salary deferral, in accordance with the *Income Tax Act*.

(b) Under this Plan, salary for two years will be averaged and paid over a two and a half year period, with leave to be granted at the end of the two year self-funding period. Other terms with the same ratio will not be unreasonably withheld.

(c) On return from leave, employees will return to their former positions.

(d) Employees who terminate prior to or during the leave will be paid out their accumulated surpluses in full.

(e) Where two or more employees in a department request leave for the same time period, approval for the second or subsequent leave is subject to operational requirements.

**20.13 Elections**

Any employee eligible to vote in a federal, first nation, provincial, or municipal election or a referendum shall have three or four consecutive clear hours, as prescribed by the applicable statute, during the hours in which the polls are open in which to cast their ballot.

**20.14 Leave for Medical and Dental Care**

Regular full-time employees are permitted to attend medical and/or dental appointments without loss of pay. Where such absence exceeds two hours, the Employer shall be notified and the time over two hours shall be made up at a later date. Where an employee requires recurring medical or dental appointments, the General Manger shall be notified in advance.

**20.15 Donor Leave**

An employee shall be granted the necessary leave of absence with pay for the purpose of donating bone marrow or an organ.

**20.16 Other Religious Observances**

(a) Employees who are members of non-Christian religions are entitled to up to two days leave without pay per calendar year to observe spiritual or holy days. Such leave shall not be unreasonably withheld.

(b) A minimum of two weeks' notice is required for leave under this provision. Where two weeks' notice is not possible due to the unpredictable nature of the spiritual or holy days, then as much notice as possible shall be provided.

Employees granted leave under this provision may utilize or reschedule, unused vacation or lieu days pursuant to Clause 17.3 Other Holidays and 17.5 Official Institution Closure.

Employees requiring leave to administer bereavement responsibilities, or leave required for other persons shall be subject to the approval of the Executive Director.

**20.17 Significant Event Paid Leave**

Leave under this provision is to attend to a significant event.

- (a) Employee's wedding ..... 2 days
- (b) Employee's child's wedding ..... 1 days
- (c) Birth of a child ..... 2 days
- (d) Moving household ..... 1 day per calendar year
- (e) Child custody hearing..... 1 day
- (f) Formal hearing to become a Canadian citizen ..... 1 day

**ARTICLE 21 - MATERNITY, PARENTAL AND PRE-ADOPTION LEAVE****21.1 Maternity Leave**

(a) An employee is entitled to maternity leave of up to 15 weeks without pay.

(b) An employee shall notify the Employer in writing of the expected date of the termination of his/her pregnancy. Such notice will be given at least 10 weeks prior to the expected date of the termination of the pregnancy.

(c) The period of maternity leave alone or in combination with the leave period of Clause 21.3 shall commence six weeks prior to the expected date of the termination of the pregnancy. The commencement of leave may be deferred for any period approved in writing by a duly qualified medical practitioner or registered midwife.

## **21.2 Parental Leave**

(a) Upon written request an employee shall be entitled to parental leave of up to 60 consecutive weeks without pay. If the child suffers from a physical, psychological, or emotional condition, the employee is entitled to an additional period of parental leave of up to five weeks. The employee's qualified medical practitioner or the agency that placed the child must certify that such an additional period of parental leave is required.

(b) Where both parents are employees of the Employer, the employees shall determine the apportionment of the 35 weeks parental leave between them.

(c) Such written request pursuant to (a) above must be made at least four weeks prior to the proposed leave commencement date.

(d) Leave taken under this clause shall commence:

(1) in the case of a mother, immediately following the conclusion of leave taken pursuant to Clause 21.1 or 21.3;

(2) in the case of the other parent, immediately following the birth or placement of the adoptive child.

(3) The commencement of the leave taken pursuant to (1) or (2) above may be deferred by mutual agreement, however, the leave must conclude within the 78 week period after the date of birth or placement of the adoptive child. Such agreement shall not be unreasonably withheld.

Such leave request must be supported by appropriate documentation.

## **21.3 Benefit Waiting Period**

Where an employee is entitled to and takes leave pursuant to 21.1 and/or 21.2 and is required by Employment Insurance to serve a two-week waiting period for Employment Insurance Maternity/Parental benefits, the employee will be entitled to a leave of two weeks without pay immediately before leaves pursuant to 21.1 and 21.2 as the case may be. This leave is for the express purpose of covering the Employment Insurance benefit waiting period.

## **21.4 Benefit Waiting Period Allowance**

An employee who qualifies for and takes leave pursuant to Clause 21.3, shall be paid a leave allowance equivalent to two weeks at 85% of the employee's basic pay.

## **21.5 Maternity Leave Allowance**

(a) An employee who qualifies for maternity leave pursuant to Clause 21.1, shall be paid a maternity leave allowance in accordance with the Supplementary Unemployment Benefit (SUB) Plan. In order to receive this allowance, the employee must provide to the Employer, proof that she has applied for and is eligible to receive employment insurance benefits pursuant to the *Employment Insurance Act*. An employee disentitled or disqualified from receiving employment insurance benefits is not eligible for maternity leave allowance.

(b) Pursuant to the Supplemental Unemployment Benefit (SUB) Plan, the maternity leave allowance will consist of 15 weekly payments equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and 85% of the employee's basic pay.

#### **21.6 Parental Leave Allowance**

(a) An employee who qualifies for parental leave pursuant to Clause 21.2, shall be paid a parental leave allowance in accordance with the Supplemental Unemployment Benefit (SUB) Plan 2. In order to receive this allowance, the employee must provide to the Employer proof of application and eligibility to receive employment insurance benefits pursuant to the *Employment Insurance Act*. An employee disentitled or disqualified from receiving employment insurance benefits is not eligible for parental leave allowance.

(b) Pursuant to the Supplemental Unemployment Benefit (SUB) Plan and subject to leave apportionment pursuant to Clause 21.2(b), the parental leave allowance will consist of a maximum of 35 weekly payments, equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and 75% of the employee's basic pay.

#### **21.7 Pre-Placement Adoption Leave**

Upon request and with appropriate documentation, an employee is entitled to pre-adoption leave without pay of up to seven weeks (245 work hours) per calendar year with an allowance of 85% of their basic pay during the leave period.

The leave may be taken intermittently and only for the purpose of:

- (a) attending mandatory pre-placement visits with the prospective adoptive child;
- (b) to complete the legal process required by the child's or children's country for an international adoption while the employee is in that country.

Leave under this provision will end with the placement of the adoptive child(ren) and may not be used for an employee to travel.

Pre-placement visits are not normally required where the adoption is a direct placement. Examples of direct placement adoptions are:

- (c) adoptions by a family member;
- (d) adoptions by the partner of a birth parent; and
- (e) adoptions by foster parents if the child or children were living with the foster parents immediately before the adoption process.

#### **21.8 Benefits Continuation**

(a) For leaves taken pursuant to Clauses 21.1, 21.2, 21.3, and 21.7 the Employer shall maintain coverage for medical, extended health, dental and group life, and shall pay the Employer's share of these premiums.

(b) Notwithstanding (a) above, should an employee be deemed to have resigned in accordance with Clause 21.9 or fail to remain in the employ of the Employer for at least six months or a period equivalent to the leave taken at (a) above, whichever is longer, after their return to work, the Employer will recover monies paid pursuant to this clause, on a pro rata basis.

### **21.9 Deemed Resignation**

An employee shall be deemed to have resigned on the date upon which leave pursuant to Clauses 21.1, 21.2, 21.3 or 21.7 commenced unless they advised the Employer of their intent to return to work one month prior to the expiration of the leave taken pursuant to Article 21 - Maternity, Parental and Pre-Adoption Leave or if they do not return to work after having given such advice.

### **21.10 Entitlements Upon Return to Work**

- (a) An employee who returns to work after the expiration of maternity, parental, or pre-adoption leaves shall retain the seniority the employee had accumulated prior to commencing the leave and shall be credited with seniority for the period of time covered by the leave.
- (b) On return from maternity, parental, or pre-adoption leaves, an employee shall be placed in the employee's former position or in a position of equal rank and pay.
- (c) Vacation entitlements and vacation pay shall continue to accrue while an employee is on leave pursuant to Clause 21.1 and its waiting period providing the employee returns to work for a period of not less than six months, and vacation earned pursuant to this clause may be carried over to the following year.
- (d) Employees who are unable to complete the return to work period in (c) as a result of proceeding on maternity, parental or pre-adoption leave shall be credited with their earned vacation entitlements and vacation pay providing the employee returns to work for a period of not less than six months following the expiration of the subsequent maternity, parental or pre-adoption leave.

### **21.11 Maternity and/or Parental and/or Pre-Adoption Leave Allowance Repayment**

- (a) To be entitled to the maternity, parental, benefit waiting period and/or pre-adoption leave allowances pursuant to 21.4, 21.5, 21.6 and/or 21.7, an employee must sign an agreement that they will return to work and remain in the Employer's employ for a period of at least six months or equivalent to the leaves taken, whichever is longer, after their return to work.
- (b) Should the employee fail to return to work and remain in the employ of the Employer for the return to work period in (a) above, the employee shall reimburse the Employer for the maternity, parental, benefit waiting period and/or pre-adoption leave allowance received under Clauses 21.4, 21.5, 21.6 and/or 21.7 above on a pro rata basis.

### **21.12 Benefits Upon Layoff**

Regular employees who have completed three months of service and are receiving an allowance pursuant to Clause 21.4, 21.5 and/or 21.6 shall continue to receive that allowance upon layoff, until the allowance has been exhausted, provided the notice of layoff is given after the commencement of the leave.

## **ARTICLE 22 - HEALTH, SAFETY AND ENVIRONMENT**

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

### **22.1 Health and Safety Committee**

- (a) A health and safety committee shall be established and meet every two months or at the call of either party and it shall consist of one representative from each campus for the Union and an equal number of representatives from the Employer. The quorum shall be four, two members from the Union

and two members from the Employer. At each meeting, the Health and Safety Committee shall endeavour to have a representative from any campus that has submitted agenda items.

(b) *Function*

The function of the Health and Safety Committee shall be to jointly consider, monitor, inspect, investigate and/or review health and safety conditions and practises. 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 or safety hazards in the workplace.

(c) *Access to the Workplace*

Union staff or Union Health and Safety advisors or consultants shall be provided access to the workplace, if required, to attend Health and Safety Committee meetings or for inspecting, investigating or monitoring the workplace, at the request of the Union. Each party agrees to advise the other of any real or potential health or safety problems it is investigating. It is understood that the Employer can exercise the same right of access to Health and Safety advisors and/or consultants.

(d) *Meetings*

Committee meetings shall be scheduled during normal working hours whenever practicable. Time spent by designated committee members attending meetings held on their days of rest or outside their regularly scheduled hours of work shall not be considered time worked, but such committee members shall receive equivalent time off at straight-time.

(e) *Failure to Implement*

The Employer's failure to implement a recommendation of the Health and Safety Committee shall be a violation of this agreement and therefore subject to the Grievance Procedure.

(f) Should the members of the Committee be unable to reach an agreement on any matter, it shall become subject to collective bargaining at the Labour Management Committee meeting.

(g) The Employer agrees to adopt policies and practices which seek to protect the global environment including the maintenance of a recycling program and limiting the use of environmentally hazardous products.

## **22.2 Pay & Time Off Provisions**

(a) *Health & Safety Committee Pay Provisions*

Time spent by the union representative on the Health & Safety Committee attending Committee meetings, job site inspections or accident investigations, shall be considered as time worked and shall be paid for in accordance with the terms of this agreement.

(b) *Health & Safety Training*

The union representative to the Health & Safety Committee shall be entitled to Educational Leave to attend seminars, workshops, and/or training sessions sponsored by the Union or a government agency or department for instruction and/or upgrading on health and safety matters. Such leave shall be granted by mutual agreement.

## **22.3 Proper Training**

Any employee required to work on a job and/or operate any piece of equipment shall receive proper training and instruction at the expense of the Employer to ensure health and safety of the employee



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

#### **22.4 Rights of Employees**

(a) *Right to Refuse and No Disciplinary Action*

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 he/she has grounds to believe that 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, or where such work would result in the illegal pollution of the environment. Such refusal shall be put in writing as soon as practicable. There shall be no loss of pay or 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 Health and Safety Committee and the matter has been satisfactorily resolved.

(b) *Injury Pay Provisions*

An employee who is injured in the execution of his/her duties and is required to leave for treatment or is sent home as a result of injury shall receive payment for the remainder of his/her workday at his/her regular rate of pay without reduction of sick leave. Upon return to work, an employee shall receive his/her 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.

(1) *Compensable Injury*

An employee who has incurred a compensable injury shall have pay and benefits maintained until WorkSafeBC benefits come into effect.

(2) *Non-Compensable Injury*

An employee who has incurred a non-compensable injury shall be entitled to sick leave and benefits.

(c) *Transportation of Accident Victims*

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

#### **22.5 Responsibilities of the Employer**

(a) *Safety and Health Records, Reports and Data*

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

(b) *Protective Equipment*

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

(c) *First Aid Equipment*

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

## **22.6 Workers' Compensation and Liability Insurance**

The Employer shall provide and/or maintain Workers' Compensation and liability insurance, and the Employer shall comply with all applicable federal, provincial and municipal health and safety regulations and legislation.

(a) 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.

(b) 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.

(c) If the laws and regulations pertaining to taxation of benefits under this article change, this article may be reopened upon request of either party.

(d) When an employee receiving Workers' Compensation Board benefits is medically and emotionally fit to return to work, a meeting of the Working Conditions Committee shall be held to determine appropriate duties and hours. No agreement shall be made which jeopardizes benefits payable, or the health of the employee.

(e) An employee who is no longer deemed to have a compensable injury shall be placed in his/her former or equivalent position.

## **22.7 Health and Safety Grievances**

Nothing in this article shall preclude an employee, group of employees or the Union from filing an individual or group grievance under this agreement for violation of this article. Where the grievance involves a question of the general application or interpretation of this article, Steps 1 and 2 of this grievance procedure may be bypassed at the discretion of either party.

## **22.8 Computer Safety**

Issues related to the use of computers or computer systems, shall be referred to the Health and Safety Committee or, where appropriate, the Labour Management Committee.

## **22.9 Leave for OH&S**

At the direction or request of the Executive Director, an employee shall be granted leave with pay to attend health and safety programs.

## ARTICLE 23 - TECHNOLOGICAL, OPERATIONAL, ORGANIZATIONAL AND OTHER CHANGES

The purpose of the following provisions is to preserve job security and stabilize employment and to protect employees from loss of employment.

### 23.1 Definition of Displacement

Any employee shall be considered displaced by technological change when his/her services shall no longer be required in the same capacity or for the same number of hours as a result of a change in a process or method of operation, or a change in office procedures or equipment diminishing the total number of employees required to operate the department in which he/she is employed.

### 23.2 Notice

Notice shall be provided as required in Section 54 of the *Labour Relations Code* and shall include:

- (a) The nature of the proposed change.
- (b) The date upon which the Employer proposes to effect the change(s).
- (c) The employees who are likely to be affected by the change.
- (d) The effect that the change is expected to have on working conditions and terms of employment.
- (e) All other pertinent data relating to the anticipated effects on the employees.

### 23.3 Employee Rights

In the event that an employee is displaced by technological, operational, organizational or other changes, the following measures shall be taken:

- (a) An employee who is rendered redundant or displaced from his/her job as a result of such changes shall have an opportunity to fill any vacancy for which he/she has seniority and which he/she is able to perform after being given a reasonable training period to acquire the necessary knowledge or skills, at the expense of the Employer. If there is no vacancy, the employee shall have the right to displace an employee with less seniority provided he/she is able to perform the job after being given a reasonable training period to acquire the necessary knowledge or skill, at the expense of the Employer.
- (b) Where new or greater skills are required than are already possessed by the affected employee(s), such employee(s) shall, at the expense of the Employer, be given a reasonable period of time without reduction of hours of work, or rates of pay, during which they may acquire the necessary skills required by such change.
- (c) No additional employee shall be hired by the Employer until employees affected by change or employees on layoff have been notified of the proposed change and are allowed a reasonable training period to acquire the necessary knowledge and skill to retain their employment.
- (d) Change shall be introduced by the Employer only after the Union and the Employer have reached an agreement regarding the measures to be taken by the Employer to protect the employees from any adverse effects. If the Union and the Employer fail to agree upon such measures, the matter may be referred by either party to arbitration for the purpose of determining such matters and the change shall not be introduced by the Employer until such determination is made, and then only in accordance therewith.

**ARTICLE 24 - NO CONTRACTING OUT**

- (a) The Employer shall not contract out bargaining unit work. Only employees hired according to the process in Article 12 and/or recalled according to the process in Article 13 shall perform bargaining unit work.
- (b) The Union and the Employer agree to the hiring of students under a Post-Secondary Education Program as follows:
- (1) Post-secondary students (hereinafter referred to as "*students*") are defined as persons enrolled in and who have not graduated from a recognized post-secondary institution which shall include colleges, institutions, university colleges and universities, and who are participating in either a cooperative education program or work study experience related to a program. Students from all programs, schools of studies and disciplines shall be governed by the terms of this agreement.
  - (2) All students will be required to become and remain BCGEU members for the duration of their work term which shall not exceed four calendar months, unless mutually agreed between the Employer and the Union. Students employed shall receive four percent in lieu of vacation and benefits.
  - (3) The wage rate for co-op/work study students shall be as per the Appendix A.
  - (4) The Union will be advised of the student's name, position, and department and educational institution.
  - (5) No students' participation in this program will adversely affect existing jobs or employees covered by the collective agreement.
  - (6) In the event of a labour dispute between the Employer and the Union, students shall not perform any duties at locations where members are on strike or locked out.

**ARTICLE 25 - PAYMENT OF WAGES AND ALLOWANCES****25.1 Equal Pay**

The Employer shall not discriminate between employees presenting as any gender by paying an employee of one gender for any work at a rate of pay that is less than the rate of pay at which employees of any other gender are paid for similar or substantially similar work.

**25.2 Paydays**

- (a) Employees shall be paid biweekly.
- (b) A comprehensive statement detailing all payments and setting out allowances and deductions shall be forwarded in a confidential envelope to the employee each payday. All premiums and allowances payable shall be paid out no later than the payday at the end of the second biweekly pay period after the pay period in which the premium or allowance was earned.
- (c) In unanticipated circumstances of an urgent nature, an employee may request from the Executive Director an advance on his/her biweekly pay. Such requests shall not be unreasonably denied, nor will there be a surcharge levied for such an advance.

### 25.3 Rates of Pay

Employees shall be paid in accordance with the rates of pay negotiated by the parties to this agreement. The applicable rates of pay are included in Appendix A to this agreement.

### 25.4 Substitution Pay

When an employee is temporarily assigned by the Employer to a higher paying bargaining unit position for one full shift or more, he/she will receive the higher rate.

### 25.5 Pay on Temporary Assignment

An employee temporarily assigned by the Employer to a position with a rate of pay lower than his/her regular rate of pay shall maintain his/her regular rate of pay.

### 25.6 Mileage Allowance

- (a) Where the Employer requires an employee to use their own vehicle, they will be compensated at the approved mileage rate.
- (b) Rates paid to employees using their own automobiles for the Employer's business shall be as per the Canada Revenue Agency's allowed maximum rate.
- (c) Where required by the Insurance Corporation of British Columbia, the Employer shall reimburse employees for the cost of any additional insurance coverage necessary as a result of staff using personal vehicles for Employer's business.
- (d) Where possible carpooling and public transportation are encouraged, and should be considered first by all employees.

### 25.7 Travel Advance

Regular employees who are required to proceed on travel status, shall be provided with an adequate travel advance upon request. The amount of the advance will be determined by such factors as time away from headquarters and the frequency of reimbursement.

### 25.8 Meal Allowances

Meal expenses for full and partial day travel and meetings outside an employee's area of residence shall be provided to an employee when no meals are provided. For a full day, the meal allowance shall be \$54. For less than full day meal allowances shall be:

Breakfast	\$18
Lunch	\$20
Dinner	\$25
Full day	\$63

### 25.9 Transportation

- (a) *Work After 9:00 p.m.*

When an employee, is required to work after 9:00 p.m., the Employer is required to pay for taxi fare for the employee.

(b) *Guaranteed Ride Home*

The Employer shall provide a guaranteed ride home program for employees who commute to work at least three times a week by carpool, vanpool, transit, bike or walking. The program shall provide those commuters with reimbursement up to \$50 per trip, for up to five taxi rides per year, in the event of a personal emergency or unexpected overtime.

(c) *Work Off Campus*

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

(d) *Regular Full-Time Employee Parking*

The Employer agrees that they will pay to each employee who drives to work the cost of a monthly reserved parking pass.

(e) *Regular Part-time and Casual Employee Parking*

The Employer may cover the cost of parking, with prior approval from the Executive Director or designate, and on proof of receipts for the day shifts, for all regular part-time and casual employees.

(f) *Transit Passes*

Employees who commute to work by transit shall receive one-half the cost of a monthly transit pass, based on the employee's primary residence.

(g) *Alternate Transportation*

Employees who commute to work by walking or cycling will receive a benefit of \$20 per month.

(h) *Travel During Scheduled Hours*

Time spent traveling between campuses during the workday is work time and paid.

(i) *Travel Outside Scheduled Hours*

(1) Time spent travelling to an employee's home campus at the start of the day, or returning from the employee's home campus at the end of the day is on the employee's own time and unpaid.

(2) If an employee is required to report to a site other than their home campus, travel costs reasonably incurred by the employee in order to do so shall be reimbursed and, if the travel to and from the site is outside of scheduled work hours, travel time shall be paid.

## **25.10 Cell Phone**

Employees who work at more than one campus, and/or use their cell phone for work purposes, shall be reimbursed for one-half of their monthly plan, to a \$50 maximum.

**ARTICLE 26 - REGISTERED RETIREMENT SAVINGS PLAN**

Annually, the Employer shall make contributions directly to an RRSP of the employee's choice, to the amount of:

<b>Year of Service</b>	<b>Percentage of gross earnings</b>
1 <sup>st</sup> partial year	0%
2 <sup>nd</sup> year	2%
3 <sup>rd</sup> to 5 <sup>th</sup> year	4%
6 <sup>th</sup> to 8 <sup>th</sup> year	5%
9 <sup>th</sup> year	6%
10 <sup>th</sup> year	7%
11 <sup>th</sup> and greater	8%

- (a) The Employer agrees to pay Plan administration to a maximum of \$25 per participant per annum.
- (b) Employees may choose once each year to participate in the RRSP by notifying the Employer in writing, on or before March 31<sup>st</sup> of each year. This decision will remain in force and effect until cancelled by the employee, upon two months' written notice.

**ARTICLE 27 - CLASSIFICATION**

All job descriptions shall be provided to the Union attached to and forming a part of this agreement. The Employer shall provide prior notice to the Union when contemplating any changes to a job description, or when contemplating any new job descriptions. Where the parties cannot agree on changes to existing job descriptions or new job descriptions, any issue in dispute shall be submitted to the Labour Management Committee for determination. Where a dispute remains after consideration at Labour Management, the issues in dispute shall be submitted directly to arbitration.

**ARTICLE 28 - 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.

**(a) 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 Student Association. Such meetings are paid time and shall not be unreasonably withheld. Unless otherwise mutually agreed, such meetings shall not amount to more than two hours per month and shall be open to members of management and the Kwantlen Student Association's Board of Directors.

**(b) Staff Workshop**

The Employer will authorize regular employees to take one day per year as a staff skills development workshop, as paid time. Such request shall be in writing to the Executive Director. The agenda of the staff skills development workshop shall be approved by the Executive Director, not to be unreasonably withheld. The staff skills workshop shall be open to members of management and the Kwantlen Student Association's Board of Directors.

## ARTICLE 29 - SECURITY OF EMPLOYMENT

All employees shall be entitled to security of employment as follows:

### 29.1 Dissolution, Reorganization

- (a) In the event of dissolution of Kwantlen Student Association, with no simultaneous creation of a similar group with similar objectives; or in the event of reorganization of Kwantlen Student Association requiring the termination of any regular full or part-time employee.
- (b) All terminated regular employees shall be laid off as provided under Article 13.

### 29.2 Merger/Affiliation

In the event of consideration of a merger/affiliation with any other body, the Union has the right to participate in all discussions regarding the merger/affiliation as related to its members. Further, the Employer agrees to ensure that:

- (a) Employees shall be credited with all seniority rights, vacation credits, sick leave credits, and all other benefits, with the new employer.
- (b) All work and service presently performed by members of the Union shall continue to be performed by BCGEU members with the new employer.
- (c) Conditions of employment and wage rates for the new employer shall be equal to the best provisions in effect with the merging employer.

No employee shall suffer a loss of employment as a result of the merger.

## ARTICLE 30 - CASUAL EMPLOYEES

### 30.1 Seniority

- (a) The Employer will maintain a seniority list of casual employees which will be supplied to the Union and posted on all union bulletin boards.
- (b) Casual employees will accumulate seniority retroactive to their start date after having worked 30 days. Seniority will accumulate on an hourly basis for all hours paid, and upon written notification by the Union, the hours paid for union business.
- (c) Upon return to work from Maternity or Parental Leave, receiving WorkSafeBC or ICBC or any other insurance provider for an injury or illness incurred during employment with the Employer, casual employees will be placed in the same relative position on the seniority list. The employee will be credited with seniority hours based on the difference in hours between the next lower position on the seniority list at the time the employee went off work. A casual will continue to accrue seniority for leaves as per Article 3.10 (Time Off for Union Business).
- (d) When a casual employee is hired into a regular position, the total hours worked will be converted and credited as seniority in accordance with Article 11 (Seniority Defined) and as continuous service for the purpose of Article 18 (Annual Vacation Entitlement).

### 30.2 Casual Call-in Procedures

Qualified casual employees will be called in order of seniority



### 30.3 Employment Status

Casual employees will be considered internal candidates when applying for vacancies.

### 30.4 Vacation

Casual employees shall receive on each paycheque 4% of gross wages for vacation pay.

### 30.5 Application of Agreement

Except as otherwise noted in this article, the following clauses/articles apply to casual employees: Definitions, 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14.2, 14.3, 14.5, 15, 16.1, 16.2, 16.3, 16.4, 16.6, 16.9, 16.10, 16.11, 17.5, 20.1, 20.5, 20.6, 20.7, 20.8, 20.11 (a), (c), (d) and (e), 20.12, 20.13, 20.14, 22, 23, 24, 26, 27, 28, 29, 31 and Appendix A.

## ARTICLE 31 - DURATION

This agreement shall be binding and remain in effect from August 1, 2018, to and including July 31, 2022 and shall be renewed from year to year thereafter unless either party gives notice to the other party in writing at least two months prior to the expiry date, that it desires to terminate or amend its provisions.

Where notice to amend this agreement is given by one party within the time period required, and where the other party agrees to enter into negotiations, the provisions of this agreement shall continue in force until:

- (a) A new collective agreement is signed; or
- (b) The commencement of a lockout by the Employer, or a strike by the Union, as defined in the *Labour Code* of British Columbia.

**SIGNED ON BEHALF OF  
THE UNION:**

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

\_\_\_\_\_  
Stephanie Smith  
President

\_\_\_\_\_  
Benjamin Newsom  
Executive Director

\_\_\_\_\_  
John O'Brian  
Bargaining Committee Chair

\_\_\_\_\_  
David Piraquive  
KSA President

\_\_\_\_\_  
Josephine Wong  
Bargaining Committee

\_\_\_\_\_  
Heather Turner  
Staff Representative

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

DRAFT

**APPENDIX A  
Salary Schedule**

Classification	Aug 1, 2018	Aug 1, 2019	Aug 1, 2020	Aug 1, 2021
Café 1	\$14.13	\$14.89	\$15.50	\$15.81
Café 2	\$15.02	\$15.83	\$16.47	\$16.80
Specialist	\$18.22	\$18.77	\$19.33	\$19.91
Coordinator 1	\$21.43	\$22.08	\$22.74	\$23.42
Coordinator 2	\$23.04	\$23.73	\$24.44	\$25.18
Technician	\$23.04	\$23.73	\$24.44	\$25.18
Accounting 1	\$21.43	\$22.08	\$22.74	\$23.41
Accounting 2	\$23.04	\$23.73	\$24.44	\$25.18
*Financial Controller	\$31.08	\$32.01	\$32.97	\$33.96
*Technical Services Manager	\$36.93	\$38.04	\$39.17	\$40.35

The Senior Staff positions \* are included in the bargaining unit as long as the incumbent employees remain in the positions. Should any Senior Staff member leave their position, their position shall be excluded from the bargaining unit unless the parties agree otherwise.

**LETTER OF UNDERSTANDING 1**

The parties agree to form a committee for the purpose of researching and establishing an Employee and Family Assistance Program within one year of signing this collective agreement.