

COLLECTIVE AGREEMENT

BETWEEN

ROYAL ROADS UNIVERSITY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 3886

Effective June 1, 2010 – May 31, 2014

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ARTICLE 1: PURPOSE

1.01 Purpose of Agreement

The purpose of this Agreement is to record, maintain and improve harmonious relations between the Employer and the Union, to recognize the mutual value of joint discussions in all matters pertaining to employment, working conditions, wages and benefits for the employees, to encourage efficiency in operations, to provide procedures for the prompt and equitable disposition of disputes and to promote the morale, well-being and security of all employees in the bargaining unit.

1.02 Definitions

- (a) **Regular Full-Time Employee:** an employee occupying a permanent position whose workweek averages at least thirty seven and one-half (37½) hours per week (excluding overtime).
- (b) **Regular Part-Time Employee:** an employee occupying a permanent position whose work week averages less than thirty seven and one-half (37½) hours per week (excluding overtime).
- (c) **Temporary Employee:** an employee hired for a term appointment, greater than forty-five (45) days in duration, in which the end date is specified, beyond which there is no commitment of employment on the part of the University. Any employment beyond the stated end date must be specified in a revised letter of appointment, subject to the provisions of Article 15.01.
 - i) A regular full-time or regular part-time employee who accepts a temporary appointment will suffer no loss of seniority or regular status and shall revert to their position when the appointment ends.
 - ii) A casual employee who has become a temporary employee by accepting a temporary appointment and whose appointment ends shall revert back to casual status and their original position on the Casual Seniority Order Call-in List for the purpose of getting casual hours.
- (d) **Casual Employee:** an employee hired to work on an on-call, as needed basis whose appointment is not to exceed forty-five (45) days in duration. See Schedule B, Casual Employees.
- (e) **Union:** The Canadian Union of Public Employees, Local 3886.
- (f) **University:** Royal Roads University.
- (g) **Casual/Temporary Employee Rights:** Casual/temporary employees shall be covered by the terms and conditions of the Collective Agreement with the exception of:

Article 16 Layoff and Recall,
Article 22 Sick Leave,
Article 30.01 Professional Development,
Article 31.02 Uniforms and Protective Clothing.

Any rights of casual/temporary employees to these specific articles must be expressly provided or the parties agree that they do not exist. This limitation does not apply to regular employees working in temporary positions.

ARTICLE 2: MANAGEMENT RIGHTS

2.01 Management Rights

The Union agrees that subject to the express terms of this Agreement, and except as specifically abridged, delegated, granted or modified by specific terms contained in this Agreement, the University retains the sole and exclusive right and authority to operate and manage its operation and to conduct its business, including but not limited to the right to:

- a) Hire and direct its workforce; promote, demote, transfer, layoff, determine job content; organize and assign work; establish methods, processes and means of performing work; determine the number of employees to be employed and the duties to be performed;
- b) Make and enforce reasonable rules to be observed by all employees and to revise such rules from time to time; and
- c) Suspend, discipline and discharge employees for "just cause".

ARTICLE 3: RECOGNITION

3.01 Recognition

The University recognizes the Canadian Union of Public Employees, Local 3886, as the exclusive bargaining agent for all employees of the University, including Supervisors, covered by the certification by the British Columbia Labour Relations Board, as amended from time to time.

3.02 Work of the Bargaining Unit

Persons whose jobs (paid or unpaid) are not in the bargaining unit, including student employees and volunteers, shall not perform work such that it would result in the reduction of the hours or positions of regular employees covered by this Agreement.

3.03 **Names of Authorized Representatives**

No individual employee or group of employees shall undertake to represent the Union at meetings with the University without the proper authorization of the Union. In order that this may be carried out, the Union will provide the University with a written list of the names of those so authorized and any changes made from time to time to that list. No employee shall be required or permitted to make a verbal or written agreement with the University which conflicts with the terms of this Agreement.

3.04 **Union's Access to the University's Premises**

In the interest of good labour relations the University agrees to allow the Union's authorized representatives access to the University's premises to deal with any matter arising out of this Agreement on at least twenty four (24) hours advance notice to the Associate Vice-President, Human Resources of the intention and purpose for such access. The Union agrees that there shall be no interference with the operation of the University.

3.05 **Committee Leave/Time Worked**

- a) Time spent during regular working hours as a Union representative attending a University Committee meeting or a joint University/Union Committee meeting will be considered as time worked. Permission to leave work for such purposes must first be obtained from the supervisor. Such permission will be subject to operational requirements but will not be unreasonably withheld.
- b) When a University Committee or a joint University/Union Committee requests that an employee attend education courses or conferences related to the Committee function, those requests shall be forwarded to the Associate Vice-President, Human Resources for a decision. If approved, an employee attending education courses or conferences during regular working hours will not suffer any loss of pay, rights or benefits.

3.06 **Right to be Accompanied**

Employees who are invited or required by the University to attend a meeting, the purpose of which is to deal directly with the terms and conditions of their employment, shall have the right to be accompanied by a Shop Steward.

ARTICLE 4: NO DISCRIMINATION OR HARASSMENT

4.01 **Definition of Harassment**

a) **Discrimination**

All employees have the right to work in an environment free from discrimination. Discrimination is defined as interference, restriction or

coercion exercised or practiced with respect to any employee in a discriminatory manner.

The University will foster a climate of understanding and mutual respect free from discrimination on the basis of the prohibited grounds of the Human Rights Code of British Columbia which prohibits discrimination because of the race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation or age of that person or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person.

The University is committed to upholding the Human Rights Code of British Columbia and will work together with the Union to develop regular staff education sessions.

b) Personal Harassment

All employees have the right to work in an environment free from harassment. Personal harassment is defined as abusive, unfair or demeaning treatment of a person or group of persons that has the effect or purpose of unreasonably interfering with a person's or group's status or performance or creating a hostile or intimidating working or educational environment when such treatment abuses the power that one person holds over another, misuses authority, or has the effect or purpose of seriously threatening or intimidating a reasonable person.

c) Sexual Harassment

All employees have the right to work in an environment free from sexual harassment. Sexual harassment is defined as unwanted sexual advances made by a person who knows or ought reasonably to know that such advances are unwanted, implied or expressed promises of reward for complying with a sexual advance or request, implied or expressed threat of reprisal, or the denial of opportunity, for refusal to comply with a sexual advance or request, or sexually oriented literature, or remarks and behaviour which may reasonably be perceived to create a negative psychological and emotional environment for work.

ARTICLE 5: UNION SECURITY

5.01 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 reasons of Union membership or Union activity, or for the exercise of rights provided for in this Agreement or in the Labour Relations Code.

5.02 **Membership Requirements**

Subject only to the provisions of the Labour Relations Code, the following membership requirements shall apply:

- a) **Current Employees:** Employees who were members of the Union on or after the date of certification of this bargaining unit (May 30th, 1996) shall continue as members of the Union.
- b) All employees pursuant to a) above and any other employee hired into the bargaining unit before or after the certification of the union shall, as a condition of employment, establish and maintain membership in the union.
- c) The Union shall not refuse an employee applying for membership, or suspend or expel an employee from membership, without good and sufficient cause.

5.03 **Notification of Employee Status**

The University agrees to notify the Union within five (5) working days of the date of hire, the name, position, location and start date of each new employee.

5.04 **Union Representatives**

- a) In all matters involving the regulation of relationships between the University, the employees and the Union, including the interpretation and administration of this Agreement, the University will recognize those persons who are authorized representatives of the Union in accordance with Article 3.03 of this Agreement. The University shall not discriminate against such representatives of the Union for carrying out their proper and lawful duties under this Agreement or any applicable legislation.
- b) Shop Stewards shall be selected from among the members of the bargaining unit. Stewards shall be granted reasonable time during regular working hours to perform their duties within their respective work areas without loss of pay. Stewards will not absent themselves from their work areas without first seeking the consent of their supervisors. Such consent will be subject to operational requirements and will not be unreasonably withheld.
- c) Where the required consent has been given to a Shop Steward for time off during working hours to perform Union duties, excluding bargaining and arbitration, such time off shall be given without loss of pay for:
 - i) Stewards to perform their duties within the area in which they work, or in another work area in circumstances where the Steward for the other area is not available and consent is granted in accordance with Article [5.04(b)];
 - ii) Any Union representatives whose presence is requested by the Committee at an ad hoc joint Committee meeting which has been requested by either party and agreed to by the Associate Vice-

President, Human Resources, or his/her designate, subject to the approval of the Manager, Facilities; and,

- iii) Any Union representative to attend a joint meeting provided for in the specific terms of this Agreement, subject to the approval of the Manager, Facilities.

ARTICLE 6: CHECK-OFF OF UNION DUES

6.01 Authorization for Check-off

All employees of the bargaining unit will be required to sign an authorization for dues, fees and assessments deductions. A copy of this authorization will be sent to the Union.

6.02 Deduction of Dues

The University shall deduct Union dues, fees and assessments in each regular pay period.

6.03 Direct Remittance

Deductions shall be forwarded in one (1) cheque to the Secretary-Treasurer of the Union not later than ten (10) working days following the period for which the dues were deducted. The cheque shall be accompanied by a list in duplicate of the names, total wages and dues deducted.

6.04 T-4 Slips

T-4 income tax forms issued to employees will include the amount of Union dues deducted in that taxation year.

ARTICLE 7: EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES

7.01 New Employees

The University agrees to acquaint new employees in their letter of offer with the fact that a Union Agreement is in effect, and with the conditions of employment set out in the Articles dealing with Union Security and Check-off of Union Dues. A letter from the Union welcoming new employees will also be included in the package sent to the new employee upon hiring.

7.02 Interviewing Opportunity

On commencing employment the employee's immediate supervisor shall introduce the new employee to his/her union officer or representative so that he/she is aware of the union, the existence of the collective agreement and the determination of the parties to maintain harmonious labour relations. The President of the union or his/her designate shall be given an opportunity once per month for a maximum of

thirty minutes to meet with regular and temporary employees hired during the previous month for the purpose of acquainting the new employee with the benefits and duties of Union membership and his/her responsibilities and obligations to the University and the Union.

ARTICLE 8: CORRESPONDENCE

8.01 Correspondence

All correspondence between the parties shall pass between the Associate Vice-President, Human Resources of the University and the President of the Union.

ARTICLE 9: LABOUR MANAGEMENT COMMITTEE

Intent: It is the intent of both parties to encourage on-going dialogue between the parties aimed at prompt and effective response to all issue and opportunities. This will most often occur during regular interaction between members of the Union Executive and members of management. In addition, a more formal structure will be established as follows:

9.01 Labour Management Committee

A Labour Management Committee shall be established consisting of not more than the four (4) executive committee members and the National Representative of the Union and an equal number of representatives of the University. Union representatives shall not suffer any loss of pay for time spent at committee meetings. An executive committee member of the LMC who is scheduled to work on the day of an LMC meeting will be paid at his/her straight time rate for any time in attendance at the LMC meeting that is outside of his/her scheduled shift. The meetings will be held six times per year or at the request of either party at a mutually acceptable time and place. Meetings may be cancelled by mutual agreement if there are no agenda items. The Committee shall be empowered to discuss any issue arising between the parties but shall not have the power to open the collective agreement.

ARTICLE 10: BARGAINING RELATIONS

The following provisions will apply only to the bargaining associated with the renewal of the Collective Agreement under the terms of the Labour Relations Code.

10.01 Representatives

The University shall not bargain with or enter into any agreement with an employee or group of employees in the bargaining unit unless they are authorized representatives of the Union per Article 3.03. In representing an employee or group of employees, an elected or appointed representative of the Union shall be the Spokesperson.

10.02 **Union Bargaining Committee**

A Union Bargaining Committee shall be elected or appointed in accordance with the provisions of the Union constitution and shall consist of not more than four (4) members of the Union. The Union will advise the University of the names of these Committee members.

10.03 **Time Off for Meetings**

Union Bargaining Committee members shall have the right to attend Collective Bargaining sessions held during working hours without loss of pay (excluding shift differentials or premiums) or benefits but shall be responsible for advising their Supervisor in advance of their intended absence. Such notice should be given as much in advance of the intended absence as possible. The Union and the University shall share equally the costs of pay for the members of the Union Bargaining Committee, to a maximum of three (3) members, and with the understanding that the current practice of employees attending bargaining sessions on a regularly scheduled day off without remuneration for those days will continue.

The parties will attempt to schedule bargaining days so that Bargaining Committee members do not have to come off a night shift before bargaining or go onto an afternoon or night shift after bargaining.

However, if such proves necessary this Article will apply and the parties will share equally the cost of pay for the member(s) so affected.

10.04 **Technical Information**

To encourage the mutual understanding of the parties, the University will entertain requests to provide the Union such information that may be required by the Union for collective bargaining. Such requests will not be unreasonably denied. The University shall not be required to provide information that it considers confidential.

10.05 **Preparation Time**

Members of the Union Bargaining Committee will be permitted up to three (3) days of leave with pay for pre-negotiation preparation time during the six (6) month period preceding the expiry of the Collective Agreement. The cost of the employees' pay is to be shared equally between the University and the Union.

ARTICLE 11: THE UNIVERSITY BOARD OF GOVERNORS

11.01 **University Shall Notify Union**

Resolutions of the Board of Governors involving the interpretation and/or application of the terms of this Agreement or which otherwise directly impact upon employees shall be forwarded by the University to the Union except where such matters are of a confidential nature.

11.02 **Annual Budget**

The University will provide the Union with a copy of the annual budget after it has been approved by the Board of Governors.

11.03 **Board of Governors Information**

At the same time that they are sent to the members of the Board of Governors, the Union shall be provided with the agendas, meeting materials and minutes of open meetings of the Board of Governors.

ARTICLE 12: GRIEVANCE / ARBITRATION PROCEDURE

12.01 **Grievance and Arbitration Procedure**

Intent: Recognizing the amicable culture that we are creating within our workplace the parties view grievances as natural occurrences in a healthy environment. With that in mind, it is the aim of the parties to:

- a) View each grievance as an opportunity not a problem.
- b) Resolve each grievance fairly and promptly.
- c) Maximize the ability of and encourage those directly involved with the grievance to resolve these at the first step.
- d) Minimize the need for third party resolution (arbitrations).

12.02 **Definition of Grievance**

A grievance shall be defined as any dispute between the parties arising out of the interpretation, application, administration, or alleged violation of a provision of this Agreement, including a question as to whether a matter is arbitrable.

12.03 **Settling of Grievances**

- Step 1: All employees will attempt to settle any complaint or dispute directly with their immediate supervisor, within fifteen (15) working days of becoming aware of it.
- Step 2: Failing a satisfactory resolution at Step 1 and within ten (10) working days of the reply in Step 1, the Union may submit a written grievance to the Director of Physical and Environmental Resources who shall reply in writing to the grievance within fifteen (15) working days after it was received.
- Step 3: Failing a satisfactory resolution at Step 2, the parties will convene, within ten (10) working days, a labour management meeting pursuant to Article 9, to explore ways to resolve the grievance. The Associate

Vice-President, Human Resources or his/her designate, will reply in writing to the grievance within fifteen (15) working days of the meeting.

Step 4: Failing a satisfactory resolution at Step 3 and within forty-five (45) working days of the written response, the dispute may be referred to arbitration in writing.

12.04 Dismissal or Suspension Grievance

In the case of a grievance related to the suspension or dismissal of an employee, the grievance shall be submitted directly at Step 3 of the process.

12.05 Policy Grievance

In the case of a dispute related to the general application, interpretation or violation of the collective agreement, the grievance shall be submitted directly at Step 3 as a policy grievance.

12.06 Expenses

The expenses of the arbitrator and the place of hearing shall be borne in equal shares by the union and the University.

12.07 Deviation from Grievance Procedure

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

12.08 Direction to Arbitrator

An arbitrator shall have regard to the real substance of the matters in dispute and the respective merit of the positions of the parties to it under the terms of the Collective Agreement, and shall apply principles consistent with the Industrial relations policy of the Labour Relations Code of British Columbia, and is not bound by a strict legal interpretation of the issue in dispute.

12.09 Time Limits

The time limits fixed in this Article may be extended with the mutual written consent of the parties.

12.10 Arbitration

The parties shall agree to a single arbitrator to hear a grievance by exchanging suggested names of recognized arbitrators. If the parties mutually agree to an arbitration board, they shall exchange the names of their nominees and direct them to select an arbitrator to chair the board.

ARTICLE 13: DISCIPLINE AND DISCHARGE

13.01 Discharge and Discipline Procedure

Employees, other than probationary employees, can only be disciplined or discharged for just and reasonable cause. Prior to the imposition of discipline, an employee shall be given the reason(s) in the presence of his/her Steward or Union representative. Within five (5) working days following such a meeting, the employee shall be given notice in writing with a copy to the Union.

13.02 Termination of Probationary Employees

The employment of a probationary employee may be terminated within the probationary period if, in the University's judgement, the employee would not be suitable for continuing employment.

13.03 Designation of Supervisors

Every employee has a right to know to whom they are directly responsible in the performance of their day-to-day working responsibilities. In the event that any employee is left in doubt about the identification of their immediate supervisor, they can ask Human Resources to clearly identify and designate the responsible supervisor.

13.04 Right to Have a Union Steward Present

An employee shall have the right to have a Union Steward present in any formal discussion that a supervisor advises will, or may, involve formal discipline of the employee. If a Union Steward is not available, the discussion shall be postponed until such time as a Union Steward can be present.

13.05 Employee Personnel File

In order to facilitate the investigation of a grievance, or to prepare for a pending arbitration, an employee shall, on reasonable advance notice, be entitled to review his/her personnel file, in the presence of a University representative and in the office in which the file is normally kept. The employee may be accompanied by a Union Steward or other authorized representative of the Union. On request, the employee will be provided with a photocopy of any item contained within the file pertaining to the issue at hand. The employee shall not remove, deface or alter any materials contained in the file.

13.06 Disciplinary Record

The disciplinary record of an employee shall not be used against him/her at any time after eighteen (18) months from the date of the incident provided that there has been no further related disciplinary action taken during that time.

13.07 Crossing of Picket Lines

An employee covered by this Agreement shall have the right to:

- a) Refuse to cross a legal picket line; or,
- b) Refuse to do the work of employees on a legal strike or lockout.

Such refusal shall not be grounds for disciplinary action, other than loss of wages for the time lost.

Employees shall not receive pay for work missed in exercising these rights and the Union shall reimburse the University for the premium costs associated with the continuation of group benefits.

13.08 Performance Appraisals

The parties agree that performance appraisals are a useful tool to foster communication between the employee and the employer and to enhance efficiency and harmony in the workplace. Performance appraisals shall not be used or referred to in discipline, discharge, promotions, postings, transfers, layoffs, or any other matter arising out of this Collective Agreement nor shall they be presented or accepted as evidence in arbitration.

ARTICLE 14: SENIORITY

14.01 Seniority Defined

Regular Employees - regular employee seniority is defined as the length of service in the bargaining unit of a regular full-time or regular part-time employee since his/her date of hire to a position in the bargaining unit, except as expressly provided herein. Under no circumstances will an employee's date of hire for seniority purposes be prior to the union's certification date of May 30, 1996. Employees who have the common hire date of May 30, 1996 shall be placed in preferential seniority order in the following fashion:

- a) First, in order of the last date of hire into a continuing position with the D.N.D. before the transfer of property, under the lease agreement, to the University;
- b) Second, for those not covered by (a) above, the date of hire by the University before the Union's certification date of May 30, 1996.
- c) Third, for those not covered by (b) above, a one time only lottery name draw to be done in the presence of a designate from the Union and one from the Employer.

d) Regular Seasonal Grounds worker:

When a Seasonal Grounds worker accepts regularized seasonal work they will be assigned a seniority date which reflects his/her total hours worked converted to calendar days and backdated according to the following formula:

- Step One: Hours of Work to Regular Days:
Total hours worked up to the date the employee is regularized / 7.5 hours = Regular Days
- Step Two: Regular Days to Calendar Days:
Total # of Regular Days times 1.4 = Calendar Days
- Step Three: Backdate Calendar Days:
Take the Total Calendar Days and backdate from the first day of the effective date of regularized employment.

The above calculation will occur on a one-time basis when the employee is regularized and will be this employee's seniority date under the collective agreement.

Seniority shall operate on a bargaining unit wide basis.

14.02 Seniority List

a) Regular Full and Regular Part Time Seniority

The University shall maintain, on a monthly basis, a seniority list showing the date upon which each employee's service commenced. Where two (2) or more employees commence work on the same day, their relative seniority shall be determined pursuant to Article 14.01(c).

b) Casual/Temporary Seniority

Casual/temporary employees shall accrue seniority based on hours worked. The employer shall maintain a seniority list for this purpose which shall be updated semi-annually on April 1 and October 1. This seniority shall apply only for:

- i) casual employees pursuant to Schedule B; and,
 - ii) casual and temporary employees pursuant to Article 15 Job Posting Process.
- c) Current seniority lists shall be maintained in a "read only" computer file which may be accessed electronically by any employee at any time. The lists shall also be posted by the union on union bulletin boards.

d) Employees shall have fifteen (15) days from the posting of the lists to appeal their placement on the list and, if necessary, to file a grievance through the union.

e) Moving from Regular to Casual

When a regular full-time or regular part-time employee resigns his/her position and is subsequently re-hired by the University as a casual employee in the same classification, without a break in service, the employee's regular seniority will be converted to hours for the purpose of placing the employee on the call-in list, as follows:

- i. For each completed year of full-time service from the employee's regular seniority date to the resignation date, the employee will be credited with 1950 hours of seniority for call-in purposes. Partial years and/or part-time service will be pro-rated accordingly.
- ii. If the regular employee converting to casual status were to become the "#1 casual" on the list following the conversion of hours, his/her seniority would be capped upon placement on the list such that he/she is only 37.5 hours ahead of the next casual on the list. For example, if the converting employee's seniority would be 6000 hours after calculating his/her regular seniority, but the next casual on the list has only 700 hours of casual seniority, then the converting employee's seniority would be capped at 737.5 hours upon placement on the list.

The University is under no obligation to re-hire the resigning employee as a casual employee, and the decision to re-hire is at the sole discretion of the University, subject to the language of Article 15.

The University and the Union shall ensure that the application of this Article is in compliance with Municipal Pension Plan rules regarding the employment of an employee who has retired and is receiving pension payment.

This Article comes into effect on April 5, 2006.

14.03 **Loss of Seniority**

An employee shall not lose seniority if he/she is absent from work because of sickness, disability, accident, layoff or leave approved by the University.

An employee shall only lose his/her seniority in the event that:

- a) he/she is discharged and is not reinstated;
- b) he/she resigns their position;
- c) he/she is absent from work without authority for more than two (2) working days unless they had a justifiable reason for having failed to notify their supervisor;

-
- d) he/she fails to return to work within two (2) working days following a strike or lockout unless he/she had a justifiable reason for having failed to request permission to delay their return to work;
 - e) he/she accepts a permanent position outside of the bargaining unit and successfully completes the probation period pursuant to Article 14.04 or if he/she refuses to return to their former position after the expiry of a term position pursuant to Article 14.04;
 - f) fails to return to work on the dates specified following an approved leave of absence (extenuating circumstances excepted);
 - g) is laid off for more than six (6) months;
 - h) is sent notice of recall from lay-off and fails to report for duty within four (4) working days of receipt of recall notice (extenuating circumstances excepted);
 - i) Casual employees who refuse eight (8) call-ins within a twelve (12) month period or who do not work in a RRU bargaining unit position in any six (6) month period shall lose accrued seniority and be struck from the list as outlined in Schedule B(2)(f)(i). In this instance, the casual employee's employment is deemed to be terminated. The University may re-hire the casual employee, however, the employee's seniority for call-in purposes would start back at zero hours.
 - j) an external applicant who is appointed to a temporary position shall lose accrued seniority and be terminated upon the expiry of the temporary appointment.

14.04 **Transfer and Seniority Outside Bargaining Unit**

No employee shall be transferred to a position outside the bargaining unit without his/her consent. If an employee is transferred to a position outside of the bargaining unit, he/she shall retain his/her seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority. If the position to which the employee is transferred is permanent, he/she shall only have the right to return to his/her former position in the bargaining unit during the probation period in the position. If the position to which the employee is transferred is for a fixed term, the employee shall have the right to return to their former position at the completion of the term.

ARTICLE 15: JOB POSTING PROCESS

15.01 **Job Posting Requirements**

Subject to the other specific provisions of this Agreement, when the University decides to fill a vacant existing or newly created job position within the categories of:

-
- a) regular full-time,
 - b) regular part-time or
 - c) temporary (of greater than forty five (45) days duration),

within the bargaining unit, the position will be posted (electronically or otherwise) within the University for a minimum period of five (5) working days in order to bring the position to the attention of existing employees and to provide them with an opportunity to apply. When it becomes apparent that a vacancy of less than forty five (45) days is to be extended beyond forty five (45) days, the University shall post the position. The posting may be waived only with the mutual agreement of the University and the Union.

15.02 Information in Postings

Job postings shall include the following information:

- title of the position
- a general description of the role
- required qualifications, knowledge, skills and experience
- hours of work and shifts (if any)
- wage rate or range, as appropriate to the position

Such required qualifications, knowledge, experience and skills, shall be those necessary to perform the job function and may not be established in an arbitrary or discriminatory manner.

15.03 Temporary Assignment During Posting and Selection Process

Prior to selecting a candidate to fill the position and subject to the specific provisions of this Agreement, the University may fill the position with a casual employee or with the agreement of a regular employee, reassign such employee to the position. The Employer may, with the agreement of the Union, fill the position with a temporary employee.

15.04 Temporary Filling of Absences From Work of Five (5) Days or Longer

- a) When the Employer becomes aware an employee has been or will be absent from work for five (5) days for any reason the University will meet with the Union to discuss the needs to fill the position with a casual and or temporary employee.
- b) Once the Employer is aware than an employee is on sick or other leave the Employer will monitor the workload. Absence related workload issues will be referred to Labour Management Committee for discussion by the parties.

15.05 External Recruiting and Advertising

Royal Roads University is committed to the development and advancement of its employees, and to the maintenance of a competent, currently qualified staff. As such, the University will post all competitions, for positions of greater than forty five (45) days in duration, internally and will give priority consideration for filling vacant positions to qualified, Royal Roads University regular full-time, regular part-time and temporary and casual employees. Position vacancies may also be advertised concurrently externally. Priority consideration is defined in the following manner:

- a) all internal applicants will be considered using the initial screening criteria applicable to external applicants;
- b) if internal applicants are successful in the first screening (with respect to meeting the minimum qualifications and requirements of the position), they will automatically be placed on the short list and will be interviewed for the position;
- c) internal applicants will be considered using the same criteria used for external applicants, if any, during the interview stage of the process;
- d) at the University's discretion, the University may opt to award the position over an external applicant to a lesser qualified internal applicant, in recognition of their service to the University;
- e) where an internal bargaining unit applicant is relatively equally qualified to an external applicant, preference will be given to the internal candidate.

Royal Roads University is committed to the principles of equity in employment through affirmative action. Each individual will have genuine access to employment opportunities that are free from artificial barriers, systematic or otherwise. The participation and advancement of women, native people, visible minorities and disabled persons in the University workforce will be actively encouraged and promoted, at all levels within the University.

15.06 Role of Seniority in Promotions, Transfers and Staff Changes

- a) The University subscribes to a policy of affording opportunities for promotion and transfers to internal applicants, subject always to the right of the University to select the best qualified candidate for any position subject to the provisions of (b) below.
- b) When making staff changes (promotions and transfers) to regular full time, regular part time or temporary positions the University will equally consider the following factors: qualifications, knowledge, skills and experience. In the event that two (2) relatively equally qualified (as defined above) candidates apply for the position, preference will be given to the candidate with the most seniority.

15.07 Trial Period for Candidates Chosen Internally

- a) When an internal candidate is selected for a position, the employee shall be given a trial period not exceeding two (2) calendar months for a non-supervisory position and not exceeding three (3) calendar months for a supervisory position, during which the University will provide levels of orientation and training which are appropriate to the nature and complexity of the job tasks. During the trial period, any shortfall in performance will be brought to the attention of the employee and the University will provide the employee with guidance in an effort to assist the employee to meet the performance requirements of the job.
- b) During the trial period, if it becomes evident to the University that the employee will not satisfy the job requirements, the orientation and training may be ended. Also, the employee may decide to return to his/her former position. In either case, a regular employee will then be returned to his/her former position or in the case of a casual employee to his/her place on the Casual Seniority Order Call-in List without loss of seniority and any other employee whose position changed as a result of the selection of the internal candidate shall also be returned to their former position without loss of seniority. Where the initial posting was for a temporary position, the University may appoint the next best candidate.

15.08 Notification to Internal Applicants

Within ten (10) working days of the date of the appointment to a permanent vacancy, the name of the successful applicant shall be posted electronically, with a copy to the Union. All unsuccessful applicants shall receive written or verbal notification of the appointment of another candidate. If requested, a representative of Human Resources will discuss with unsuccessful applicants the reason(s) they were not selected for the position.

15.09 Probationary Period

The purpose of the probationary period is to allow the University to determine a new employee's suitability for continuing employment. Employees shall only be required to serve one probationary period.

- a)
 - i) A newly hired regular employee who is full time will be on probation for a period of three (3) calendar months.
 - ii) A newly hired regular employee who is part-time will be on probation for a period of four (4) calendar months.
- b) A newly hired casual/temporary employee will be on probation for nine hundred (900) hours worked or two (2) years, whichever comes first.
 - i) When a casual/temporary employee with less than four hundred fifty (450) hours or less than one (1) year employment wins a regular position, the employee will be required to continue to serve the regular probationary period pursuant to 15.08(a) above.

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- ii) When a casual/temporary employee with at least four hundred (450) hours or one (1) year employment wins a regular position, the employee will be considered to have passed probation.
 - c) Upon achieving regular status, seniority shall be the date of hire and after November 5, 2001 be further backdated to include any time accrued as a casual/temporary employee with the proviso that no regular employee on the seniority list as of November 5, 2001 can be leapfrogged as a result.

15.10 Promotions Requiring Higher Qualifications

If there is no regular employee appointed in accordance with Article 15.05, the University may appoint a regular employee candidate who does not possess the required qualifications but who is preparing for qualifications prior to filling the vacancy, if, in the sole judgement of the Employer, it is in the best interest of the University to make such an appointment. The University shall establish a period within which the qualifications must be obtained and shall establish the length of the trial period which will not exceed one (1) year, unless extenuating circumstances exist. If the qualifications are not obtained or if the trial period is unsuccessful, the employee shall revert to his/her former position.

15.11 Temporary and Regular Positions - Hiring

- a) In addition to the posting requirements in Article 15.01, the Employer will request that the Union participate in the interview process. It is understood that the Union participation in this process is on a strictly non-decision making basis; and
- b) All hiring decisions will be made in writing in the form of a Notice of Appointment setting out the details of the appointment; and
- c) The notice described above will be provided immediately upon completion to the successful candidate and to the Union.

ARTICLE 16: LAYOFFS AND RECALLS

16.01 Definition of Layoff

A layoff shall be defined as a reduction in the regular full-time or regular part-time work force or a reduction in a regular employee's hours of work as defined in this Agreement.

16.02 Role of Seniority in Layoffs

In the event of a layoff, employees shall be laid off in the reverse order of their seniority within the affected classification. An employee given notice of layoff shall have the right to bump a more junior employee in an equal or lower job classification, providing the employee exercising the right has the qualifications and ability to perform the work of the employee with less seniority. An employee given notice of layoff shall have the right to bump temporary or casual employees at an

equal or lower job classification. Such employees will assume temporary or casual status, as applicable, but will retain their regular employee seniority for the purpose of recall for the duration of the recall period.

16.03 Recall Procedure

For a period of six (6) months from the time of the layoff, employees shall be recalled in the order of their seniority where they have the qualifications and ability to perform the available work.

16.04 No New Employees

New employees shall not be hired until those laid off have been given an opportunity of recall into positions for which they have the qualifications and ability to perform the required work.

16.05 Advance Notice of Layoff

Employees who are to be laid off shall be given notice thirty (30) days prior to the effective date of layoff or pay in lieu of notice at the discretion of the University.

16.06 Grievance on Layoff and Recalls

Grievances concerning layoffs and recalls shall be initiated at Step 3 of the Grievance Procedure.

16.07 Leave to Attend to Personnel Matters

When an employee is to be laid off, he/she shall be allowed two (2) hours off with pay prior to or during his/her last shift in order to deal with any personnel administration or pay related matters not yet settled.

ARTICLE 17: HOURS OF WORK

17.01 Hours of Work

The parties recognize the University's right to establish hours of operation of the University and all of its facilities as well as the number of employees and classifications of positions that are required subject to the terms and conditions of this Agreement.

17.02 Work Hours/Work Week

- a) The normal work week for employees (excluding casuals) shall be five (5) consecutive days from Monday to Friday.
- b) The normal daily hours for employees (excluding casuals) shall be seven and one-half (7½) continuous hours duration, exclusive of a one-half (½) hour unpaid meal period but including two fifteen (15) minutes paid rest breaks, one in each half of the shift.

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- c) However, in order to meet the operational requirements of the University and to operate the University facilities on weekends and evenings when necessary, the scheduled work week may be varied to include Saturday and Sunday shifts, as well as evening shifts, on a five (5) consecutive day work schedule within seven (7) days, subject to the provisions of Articles 19.01 and 19.03. Shifts shall not be split. Part-time and casual employees will not be scheduled for shifts of less than four (4) hours in duration and will not be scheduled for more than five (5) consecutive days in the rotation.
 - d) Employees working more than five (5) hours per day shall be permitted a one-half (½) hour period for meals, which time shall not be included in the hours of work.

17.03 **Work Schedule**

a) **Work Schedules**

- i) Day Shift – 6:00 a.m. to 6:00 p.m. – normally 7:30 a.m. to 3:30 p.m.
- ii) Afternoon Shift – 2:00 p.m. to 2:00 a.m. – normally 3:30 p.m. to 11:30 p.m.
- iii) Night Shift – 9:00 p.m. to 9:00 a.m. – normally 11:30 p.m. to 7:30 a.m.

b) **Shift Requirements**

- i) Day Shift applies to:

Gardens and Grounds Staff, Custodial, Housekeeping and Building Services Worker Staff, Maintenance Technicians, Facilities Maintenance Workers, Technical Support Workers, all Charge Hands and all Supervisors.
- ii) Afternoon Shift applies to:

Custodial, Housekeeping and Building Services Worker Staff, Maintenance Technicians, Facilities Maintenance Workers, Technical Support Workers.
- iii) Night Shift applies to:

Custodial Staff.

17.04 **Exchange of Shifts by Employees**

Employees may exchange shifts with the approval of their Supervisor or Manager provided that sufficient notice is given, there is no increase in cost to the University, and the work requirements can be met.

17.05 **Rest Periods**

A paid rest period of fifteen (15) minutes shall be permitted during each half (½) working day of not less than three and one-half (3½) hours in duration. Smoking breaks shall be taken during the paid rest period.

17.06 **Minimum Daily Pay**

An employee who reports for work and who commences work shall receive a minimum of four (4) hours pay at their regular straight time rate.

An employee who reports for work but is not required to commence work shall receive a minimum of two (2) hours pay at their regular straight time rate.

17.07 **Shift Change/Start Time Change Premium**

Any employee, excluding casuals, given less than forty-eight (48) hours notice of a change in shift schedule shall be entitled to overtime rates for the first shift worked which is so affected.

17.08 **Custodian Night Shift Rotation**

Shift changes pursuant to 17.03 (b) (iii) shall apply as follows:

- a) Custodians who work night shifts shall rotate on a 3-month basis from a day to afternoon to night to day and so on.

17.09 **Modified Work Week**

Where there is mutual agreement between the union and the employer, local modified work week arrangement(s) may be established. Such arrangements shall continue only as long as both the union and the employer are in agreement with the arrangement(s).

ARTICLE 18: OVERTIME

18.01 **Overtime Defined**

Overtime shall be defined as work performed before or after the regular daily or weekly hours as defined in Article 17.02 and 17.03; or on a paid holiday as provided for in Article 20.01. An employee shall only be entitled to overtime compensation if it is authorized in advance by the University.

Notwithstanding the foregoing, the University and the union recognize that the nature of the work carried out by persons in some positions is such that it may not be possible for the employee to obtain prior authorization for the necessary overtime worked. In such circumstances, he/she shall first attempt to contact the Supervisor or Director of the unit to obtain approval for working the overtime. If it is not possible to reach either the Supervisor or the Director, the employee shall use his/her discretion in working the overtime and the University shall be considered to

have authorized the overtime in advance. However, the University reserves the right, subject to the grievance procedure, to determine the legitimacy of the overtime claimed and to give specific direction regarding the manner of dealing with such arrangements in the future.

18.02 Compensation for Work Before or After Daily Hours

Authorized overtime worked before or after normal daily hours pursuant to Article 17.02, shall be compensated in pay or paid time off at the rate of one and one-half times (1½X) the employee's regular rate for the first two (2) hours and double time (2X) the regular rate thereafter.

18.03 Compensation for Work Before or After Scheduled Weekly Hours

Authorized overtime in excess of normal weekly hours of work, pursuant to Article 17.02, shall be compensated in pay or paid time off at one and one-half (1½X) the employee's regular rate of pay for the first nine (9) hours and double time (2X) the regular rate thereafter.

18.04 Rest Period After Overtime

An employee required to work overtime adjoining his/her regularly scheduled shift shall be entitled to nine (9) clear hours between the end of the overtime work and the start of his/her next regular shift. If nine (9) clear hours are not provided, the overtime rate of double time (2X) shall apply to all hours that fall within the nine (9) hour rest period.

18.05 No Layoff to Compensate for Overtime

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

18.06 Distribution of Overtime

- I. Overtime shall be offered according to the following procedures to those employees in the unit qualified and capable of performing the required work. Employees may refuse overtime:
 - a) Whenever possible for situations requiring overtime work to be completed where the requirement for the overtime is known at least forty-eight (48) hours in advance of the requirement, overtime will be allocated to casual employees called in at straight time rates pursuant to Schedule B.
- II. However, in unexpected circumstances requiring overtime hours to be worked, it shall be assigned in the following manner:
 - a) The Supervisor shall first offer such extra work to the regular, or temporary employees whose shift is being extended;

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- b) This work shall next be offered to casual employees on the Casual Seniority Order Call-in lists pursuant to Schedule B;
 - c) In the event that no casuals are available or qualified to perform the work, the overtime will be offered to regular and temporary employees on the basis of seniority;
 - d) Where all regular, temporary or casual employees in a unit have refused to work overtime, it will be assigned, in a rotational fashion, on the basis of reverse seniority;
 - e) If no qualified candidates can be found, the Supervisor or unit charge hand may perform such work, or it may be assigned outside the bargaining unit.

18.07 Right to Refuse Overtime

Overtime shall be offered according to procedures laid out in Article 18.10 to those employees in the unit qualified and capable of performing the required work. Employees may refuse overtime. Where all regular, temporary or casual employees in a unit do not wish to work overtime, it will be assigned, in a rotational fashion, on the basis of reverse seniority amongst those in the unit qualified and capable of performing the required work.

18.08 Call Out Provisions

- a) Where the employee has left after his/her regular work day, and the employee is called back for work, the employee shall receive a minimum of three (3) hours pay at the applicable overtime rate. This shall not apply if the employer gives sufficient notice cancelling said call.
- b) Where an employee is called in to work on a regularly scheduled day off, and commences work, the employee shall receive a minimum of four (4) hours pay at the applicable overtime rate.

18.09 Overtime Compensation

Overtime worked by regular, temporary or casual employees shall be compensated at the appropriate overtime rate in accordance with Articles 18.02 and 18.03. The compensation of overtime is to be calculated on a daily or weekly basis and is not cumulative.

Regular or temporary employees shall have the option of being compensated for overtime in cash or compensatory time off (Banked Overtime). The Banked Overtime (or BOT) balance is determined by multiplying the overtime hours worked by the applicable overtime rate. When compensatory time off is taken as BOT Hours, the hours are taken on a one for one basis. Where the employee opts for payment in cash, the University shall pay the overtime earned on the following pay period.

If the employee elects to take compensatory time off, the Supervisor and the Employee shall schedule such time off by mutual agreement. The employee's request for banked overtime hours to be taken as paid time off need not necessarily be approved, based on bona fide operational requirements. The employer must ensure that all overtime wages credited to an employee's time bank are paid to the employee, or taken as time off with pay, within six (6) months after the overtime wages were earned.

18.10 Payment on Termination

Upon termination of employment, any overtime compensation due shall be paid out at the rate at which it was earned.

18.11 Overtime Meal Allowance

Employees required to work in excess of four (4) hours overtime immediately before or after completion of their scheduled daily hours, shall be provided with a meal or shall be reimbursed with an overtime meal allowance and a meal break of one-half (1/2) hour with pay.

The overtime meal allowance shall be ten (10) dollars.

ARTICLE 19: SHIFT WORK

19.01 Shift Work and Differentials

Notwithstanding the provisions of Article 17.01, the employer shall have the right to change the shift schedule for bona fide business reasons and operational requirements. Any such changes will normally be made with seven (7) days notice and subject to the premiums listed below.

19.02 Shift Differential

- a) An employee shall receive a shift differential of one dollar (\$1.00) per hour for all hours worked between 3:30 p.m. and 11:30 p.m.
- b) An employee shall receive a shift differential of one dollar and fifty cents (\$1.50) per hour for all hours worked between 11:30 p.m. and 7:30 a.m.

19.03 Weekend Premium

An employee who works on a Saturday or Sunday shall be paid an additional eighty-five cents (\$0.85) per hour for all such hours worked. For the purpose of calculating weekend premiums, the affected hours shall occur between midnight Friday and midnight Sunday.

ARTICLE 20: PAID HOLIDAYS

20.01 Paid Holidays

- a) The University recognizes the following paid holidays and will treat them as Statutory Holidays, for the purposes of determining how these holidays are paid:

- | | |
|-------------------|-------------------------|
| 1) New Year's Day | 7) British Columbia Day |
| 2) Family Day | 8) Labour Day |
| 3) Good Friday | 9) Thanksgiving Day |
| 4) Easter Monday | 10) Remembrance Day |
| 5) Victoria Day | 11) Christmas Day |
| 6) Canada Day | 12) Boxing Day |

plus any other holiday proclaimed by the federal or provincial governments.

- b) Full-time regular and temporary employees shall be entitled to pay for the day at their regular rate of pay for their normal number of daily working hours. Part-time regular and temporary employees shall be entitled to the holiday with pay at their regular rate of pay for their regular number of daily working hours (excluding overtime).

20.02 Pay for Scheduled Work on a Paid Holiday

- a) Regular and temporary employees required to work the statutory holiday will be paid time and one-half (1½) their regular rate of pay for the hours worked, plus will receive additional pay (or compensatory time off) at their regular rate of pay for the normal number of daily working hours. Shift engineers on the Schedule 4 twelve (12) hour rotation will be entitled to pay for the statutory holiday only if their shift begins on the statutory holiday.
- b) Shift differentials and weekend premiums will be paid to employees who worked the statutory holiday at the regular rate, pursuant to Article 19.
- c) An employee (including a casual employee) who is scheduled to work Christmas Day and who does so shall be paid according to Article 20.02 (a) and (b), except he shall be paid at the rate of double time (2X) the regular hourly rate for all hours worked.

20.03 Compensation for Paid Holidays

When any of the above noted holidays fall on an employee's scheduled day off, they shall receive a day's pay or another day off with pay at a time mutually agreeable to the employee and their Supervisor.

20.04 Holidays Falling While on Vacation

When an employee is on annual vacation and a paid holiday occurs during that period, the paid holiday shall not count as a day of vacation.

20.05 **Casual Employees**

Casual employees shall receive Statutory Holiday pay in accordance with provisions of the Employment Standards Act.

20.06 **University Declared Holiday**

Where the President exercises his/her authority to declare an official University holiday (special leave) in addition to the days listed in Article 20.01, eligibility for pay or for a paid holiday will be covered by the provision in Article 20.01. An employee who works on such a day shall receive another day off with pay in lieu, at the regular rate of pay, at a time mutually agreeable to them and their Supervisor. Any such holidays are offered completely at the University's discretion and are not an entitlement.

20.07 **Call-Out on a Statutory Holiday**

Where a regular or temporary employee is called back to work on a regularly scheduled day off and that day is a statutory holiday, the employee shall be paid at time and one-half (1½X) their regular hourly rate as statutory holiday pay (pursuant to Article 20.02), plus at the applicable overtime rate of pay for call-out, pursuant to Article 18.07. The provisions of Article 20.02 (a) and (b) apply.

ARTICLE 21: VACATIONS

21.01 **Vacation Year**

For the purpose of this Agreement, the vacation year shall mean the twelve (12) month period from April 1st to March 31st, to coincide with the fiscal year, calculated from the employee's date of hire (which may be earlier than the seniority date for an employee hired prior to May 30th, 1996).

21.02 **Vacation Entitlement**

Annual vacation entitlement, or portion thereof, will be credited at the beginning of the fiscal year. If the employee uses the annual entitlement but does not complete the full year of employment, an adjustment for unearned vacation days will be applied against the final pay.

21.03 **Length of Vacation**

Regular full-time employees shall earn annual vacation with pay on the following basis:

One (1) year's continuous service	fifteen (15) days vacation
Two (2) year's continuous service	fifteen (15) days vacation
Three (3) year's continuous service	fifteen (15) days vacation
Four (4) year's continuous service	twenty (20) days vacation

Five (5) year's continuous service	twenty (20) days vacation
Six (6) year's continuous service	twenty (20) days vacation
Seven (7) year's continuous service	twenty (20) days vacation
Eight (8) year's continuous service	twenty (20) days vacation
Nine (9) year's continuous service	twenty (20) days vacation
Ten (10) year's continuous service	twenty-five (25) days vacation
More than ten (10) year's continuous service	twenty-five (25) days vacation

21.04 Regular Part-Time Employees

Regular part-time employees shall receive vacation on a pro-rata basis according to the number of hours they are normally scheduled to work relative to a regular full-time employee during the vacation year.

21.05 Vacation Carry-Over

An employee's accumulated vacation entitlement shall not exceed the equivalent of two (2) years of entitlement at the employee's current rate of entitlement. (e.g. four (4) weeks entitlement = eight (8) weeks maximum may be accrued).

21.06 Vacation Pay on Termination

An employee terminating employment at any time in the vacation year prior to using his/her banked vacation and proportionate amount of the regular vacation year entitlement shall be paid out at the employee's current wage or salary rate.

21.07 Vacation Flexibility

The time of vacation is to be determined by mutual agreement between the employee and the service unit, subject to operational requirements. A supervisor or manager will not unreasonably refuse vacation leave requested by an employee, subject to operational requirements. Employees will take at least one-half of their total (annual plus accumulated) vacation balance in a block of consecutive days, extenuating circumstances excepted.

21.08 Vacation Schedule

Vacation scheduling will be subject to the operating requirements of the University. Procedures for scheduling vacations shall be determined by the Labour Management Committee.

21.09 Conflicts in Scheduling

Scheduling of vacations shall be on the basis of seniority where there is a conflict of scheduling between employees. Vacation schedules may be amended by mutual agreement of the University and the employee(s) affected by the change.

21.10 Utilization of Sick Leave During Vacation

An employee hospitalized or confined to bed on doctor's order during his/her vacation period shall apply for use of sick leave upon production of a doctor's certificate acceptable to the University. Application for sick leave to Human Resources shall be made within two (2) days of returning to work.

21.11 Casual and Temporary Entitlement

Casual and temporary employees shall receive a four percent (4%) increment on their hourly or bi-weekly salary rate in lieu of vacation.

21.12 Utilization of Bereavement and/or Court Leave

When an employee is on vacation but would otherwise have been entitled to Bereavement Leave or Court Leave, there shall be no deduction from the vacation credits for the applicable period. Upon return to work the employee must advise the University and provide necessary documentation within seven (7) days, following which the vacation that had been charged will be reimbursed.

21.13 Probationary Employees

Probationary employees will not normally be allowed to take vacation until after their probationary period has been successfully served.

ARTICLE 22: SICK LEAVE

22.01 Sick Leave Defined

Sick Leave means the period of time an employee is absent from work with full pay by virtue of being sick or disabled, exposed to a contagious disease, or under examination or treatment of a physician, chiropractor, or dentist, or because of an accident for which compensation is not payable under the Worker's Compensation Act.

22.02 Sick Leave Accumulation

Sick leave shall accumulate for all employees at the rate of one and one-half (1½) days per month up to a maximum accumulation of one hundred and eighty (180) days. Upon termination or retirement, the employer shall pay out, at the current pay rates, forty percent (40%) of the unused accumulated sick days to the employee. Temporary and casual employees are not entitled to sick leave with pay.

22.03 Reporting of Sick Leave

Employees shall report absence due to sickness or disability to their supervisor as soon as possible or shall have someone do so on their behalf. Upon return to work

the employee shall be required to complete the University's sick leave reporting form.

22.04 Proof of Sickness

For any absence due to sickness or disability in excess of five (5) consecutive working days, the employee shall be required to provide medical proof of sickness satisfactory to the University. Failure to do so will result in the absence being treated as leave without pay. Any cost associated with providing such medical proof of sickness shall be borne by the University. The University will reimburse the employee upon receipt of payment to a maximum of fifty (50) dollars. The University reserves the right where there has been a pattern or high usage of sick leave to request satisfactory proof of sickness for periods of less than five (5) consecutive days. The University also reserves the right to refer the employee to a physician satisfactory to the University, the Union and the employee. The costs of such a referral shall be borne by the University.

22.05 Illness in the Family

Where no one other than the employee can provide for the medical needs of an immediate family member during an unforeseen illness, the employee shall be entitled to use one (1) day of sick leave. A maximum of five (5) days of sick leave, from the employee's sick leave accrual, per calendar year may be taken under this Article.

For the purposes of this Article only, an immediate family member shall be defined as a parent (including step-parent), child (including step-child) or spouse (including common-law spouse or same-sex partner) permanently residing with the employee.

ARTICLE 23: LEAVES

23.01 Full-Time Union or Public Duties

The University shall grant to regular full-time and regular part-time employees, on written request and with at least thirty (30) days notice, leave of absence without pay:

- a) for a maximum of ninety (90) days for employees to seek election in a municipal, provincial or federal election;
- b) for a period of one (1) year for employees selected for a full-time position with the Union or any body to which the Union is affiliated. Such leave shall be renewed each year on request during his/her term of office;
- c) for a maximum period of four (4) years for employees elected to public office;
- d) where an employee has been elected to a seat on a municipal Council or School Board, and the meetings of that body are held during the employee's

normal working hours, the University shall grant leave without pay to attend such meetings; and,

- e) federal and provincial offices - there are no restrictions on employees engaging in political activities on their own time as campaign workers. If an employee is nominated as a candidate for election, the employee shall be granted leave without pay in accordance with Section (a) to engage in the election campaign. If elected, the employee shall be granted leave of absence in accordance with Section (c). If not elected, the employee shall be allowed to return to his/her former position.

Where the approved leave of absence is in excess of twenty (20) consecutive days, the University shall only maintain the benefits normally paid on behalf of the employee for the balance of the month in which the leave commences. Thereafter, the University will only continue such benefit coverage subject to carrier rules if the Union or the employee pays to the University, in advance of the commencement of the employee's leave, the amount owing by post-dated cheques to cover the continuing benefit coverage during the balance of the approved leave.

Seniority shall not accrue during the period of the approved leave of absence, but will not be lost as a result of an employee pursuing such leave.

Vacation and sick leave credits will not be earned during the employee's leave of absence without pay.

23.02 **Bereavement Leave**

- a) A regular full-time or part-time employee, not on leave of absence without pay, requiring bereavement leave will, on request, be granted up to five (5) working days' bereavement leave at the employee's regular rate of pay (shift premiums and differentials excluded) in the case of death of a member of the employee's immediate family. Part-time employees will receive pay only for those hours normally worked while the employee is on bereavement leave.
- b) For this article only, immediate family is defined as an employee's parent, spouse, child, step-child, brother, sister, father-in-law, mother-in-law, grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law and any other relative permanently residing in the employee's household or with whom the employee permanently resides.
- c) In the event that the employee is required to travel more than three hundred (300) kilometres from the campus, the paid bereavement leave shall normally not exceed seven (7) working days, except where the University determines that special circumstances warrant an extension.
- d) Upon application to the department head, an amount of time up to a maximum of one-half ($\frac{1}{2}$) day leave of absence, without deduction of pay, to attend a funeral or memorial service of a personal friend or family member not covered in b) above may be granted. The half ($\frac{1}{2}$) day may be extended to a full day if the employee has a significant role in arranging or conducting the service or ceremony, for example as a pallbearer.

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- e) The employer may require the employee to provide proof or further information.

23.03 Leave for Court Appearances

- a) The University shall grant paid leave to employees, other than employees on leave without pay, who serve as jurors or subpoenaed witnesses in a court action, provided such court action is not occasioned by the employee's private affairs.
- b) In cases where an employee's private affairs have occasioned a court appearance, such leave to attend at court shall be without pay.
- c) An employee in receipt of his/her regular earnings while serving at court shall remit to the University all monies paid to him/her by the court, except travelling and meal allowances not reimbursed by the University.
- d) Time spent at court by an employee in his/her official capacity shall be at his/her regular rate of pay and only for such straight time hours that the employee would have worked but for the absence.
- c) Court action arising from employment with the University, requiring attendance at court, shall be with pay provided that it is in response to a subpoena.
- f) In the event an accused employee is jailed pending a court ruling, such leave of absence shall be without pay, benefits and seniority. In the event that the employee is found guilty and sentenced to incarceration for less than one (1) year, leave of absence without pay or benefits may be granted. It is understood that if the employee has committed an offence against the University or if the offence would affect them in the performance of their duties, the provisions of this Article shall not apply.

For all the above leaves, the employee shall advise his/her supervisor as soon as he/she is aware that such leave is required.

The employee shall report for work immediately, if excused from jury duty or from appearing as a witness for the day.

23.04 Federal, Provincial and Municipal Elections

Any employee eligible to vote in a federal, provincial or municipal election or a referendum shall have four (4) consecutive clear hours during the hours in which the polls are open in order to cast his/her ballot.

23.05 General Leave

Notwithstanding any provision for leave in this Agreement, the University may grant leave of absence without pay to a regular full-time or regular part-time employee requesting such leave for emergency or unusual circumstances, or for any other

reason which, in the sole opinion of the University, is a valid reason. Such request shall be in writing and may be approved by the employee's supervisor, Director, Physical and Environmental Resources. Approval shall not be unreasonably withheld but the University has the right to have its operational needs take priority when considering a request.

- a) Where possible, the employee's request must be made in writing and delivered to his/her supervisor at least twenty (20) calendar days before the requested date of commencement if the requested leave is for no longer than fourteen (14) calendar days. Where the requested leave is for longer than fourteen (14) calendar days, a written request shall be delivered to his/her supervisor at least sixty (60) calendar days before the requested date of commencement. For leaves greater than sixty (60) calendar days, employees shall not accumulate seniority but shall retain seniority at the time of leaving. For leaves of less than sixty (60) calendar days, employees shall continue to accrue seniority.
- b) Where the approved leave of absence is in excess of twenty (20) consecutive calendar days, the University shall only maintain the benefits normally paid for on behalf of that employee for the balance of the month in which the leave commences. Thereafter, the University will only continue such benefit coverage as allowed for by insurance carrier rules and only if the Union or the employee pays to the University, in advance of the commencement of the employee's leave, the amount owing by post-dated cheques to cover the continuing benefit coverage during the balance of the approved leave.
- c) During the unpaid leave of absence, the employee will not earn vacation or sick leave credits.
- d) Leave of absence will normally not be approved for more than one (1) year.

23.06 Leave for Union Activities

Upon written request and subject to operational requirements, employees may be granted leave of absence with pay and without loss of seniority to participate in Union activities. Such requests will not normally be for a period in excess of three (3) calendar months in one calendar year. The Union shall reimburse the University for the full cost of the employee's wages and benefits.

23.07 Pallbearer Leave

Four (4) hours of leave with pay (for straight time hours only) shall be granted to an employee who has been requested to act as a pallbearer.

23.08 Medical/Dental Appointments

Whenever possible, employees shall book medical/dental appointments during off-duty hours. Where this is not possible and upon request at least twenty-four (24) hours in advance, leave with pay will be granted. Where the time absent from the

workplace is in excess of ninety (90) minutes, time missed shall be made up at a time mutually acceptable to the employee and their supervisor.

23.09 Leave for Serious Fire or Flood

An employee will be granted a paid leave of up to one (1) day in the case of a serious fire or flood in the employee's household.

23.10 Moving Day

Upon written request and subject to operational requirements, employees shall be granted one (1) day leave of absence with pay and without loss of seniority in order to move their own household.

ARTICLE 24: MATERNITY LEAVE

In addition to the applicable sections of the Employment Standards Act, regular full-time and regular part-time employees who are not on lay-off or leave of absence, are eligible for the following benefit.

24.01 Documentation

In order to qualify for maternity leave, a female employee must:

- a) submit to the University an application in writing for leave under this provision at least four (4) weeks prior to the commencement of the leave; and,
- b) submit to the University a certificate from a qualified medical practitioner certifying that the employee is pregnant and specifying the estimated date of the birth of the child.

24.02 Length of Leave

Upon receipt of this application, the University shall grant maternity leave to the employee consisting of:

- a) a maximum of seventeen (17) weeks of maternity leave, without pay, which may commence no sooner than eleven (11) weeks prior to the expected birth date, and no later than the actual birth date; and which may end no earlier than six (6) weeks after the actual birth date, unless the employee requests a shorter period, and no later than seventeen (17) weeks after the actual birth date;
- b) if, for reasons related to the birth of the child as certified by a doctor, the employee is unable to return to work, a further unpaid leave of absence not exceeding six (6) consecutive weeks.

24.03 **Top Up and Bridging Benefit**

Top up and bridging benefits will only apply to those employees who, due to their term of employment will satisfy the "return to work" criteria set out in this Article. During the period of maternity leave, an employee who has applied for and received Employment Insurance Benefits pursuant to the Employment Standards Act is entitled to a maternity leave allowance as follows:

- a) 100% of the weekly salary for the initial two (2) weeks of maternity leave; and,
- b) For any further period during which the employee is collecting maternity benefits through Employment Insurance, the employee shall receive payments equivalent to the difference between ninety-five (95%) of the weekly salary and the amount of employment insurance earnings the employee is receiving.

24.04 **Pension/Benefits While on Maternity Leave**

Pension/Benefits will only apply to the extent of the employee's coverage at the time of commencing leave. During the period of maternity leave the University will continue to pay the benefit premiums normally paid for the employee. Should the employee wish to continue Optional Life coverage, post-dated cheques shall be required from the employee for the period of leave to be covered.

If the employee is participating in the Group RRSP Plan (Clarica), and if the employee wishes to continue with contributions to her Group RRSP during maternity leave, the University will continue to match that contribution to a maximum of six and one-half percent (6.5%) of the employee's gross monthly salary in affect at the commencement of maternity leave. Post-date cheques will be required from the employee to cover the cost of the employee's share of RRSP contributions. If the employee is participating in the Municipal Pension Plan, then the Municipal Pension Plan rules that apply to maternity leaves will be followed.

24.05 **Payment**

To receive the benefits defined in Article 24.03, the employee shall supply the University with proof of application to the Employment Insurance Commission. The payment of the Supplementary Employment Benefit shall be as follows:

- a) the University shall estimate the amount of the Employment Insurance payment and provide a supplementary payment to the employee on the usual salary payment schedule and this supplementary payment will be regarded as an advance;
- b) the employee shall provide evidence of the actual payments received from the Employment Insurance Commission; and,
- c) the subsequent payments to the employee shall be adjusted, up or down, to reflect the actual Employment Insurance payment.

On completion of maternity leave the employee shall return to her previous position. Service credit shall continue to accrue during the period of Maternity Leave for benefit entitlements and vacation purposes.

24.06 Probationary Employees

An employee who commences maternity leave while on probation in a regular full-time or regular part-time position shall be reimbursed in a lump sum the difference between the Employment Insurance benefit and the employee's normal weekly salary to ninety-five percent (95%) upon returning to work and successfully completing the probation period.

24.07 Return to Work

Eligible employees must return to work for a minimum of twelve (12) months of continuous service following maternity leave. If an eligible employee leaves the University prior to completing twelve (12) months of service they will be required to re-pay the top up and two (2) week bridging benefits.

24.08 Casual and Temporary Employees

Casual and temporary employees will be entitled to maternity leave in accordance with the Employment Standards Act but shall not receive top up or bridging benefits.

ARTICLE 25: PARENTAL LEAVE

25.01 Documentation

- a) Regular full-time and regular part-time employees are eligible for the following benefit if they are:
 - i) a birth parent;
 - ii) an adopting parent who is eligible for the Employment Insurance Benefits supplement; or,
 - iii) the birth or adopting parent's partner; and,
 - iv) not on layoff or leave of absence.
- b) If eligible, the employee requesting parental leave must:
 - i) submit to the University an application in writing for leave under this provision at least four (4) weeks prior to the commencement of the leave. If four (4) weeks notice is not possible due to unforeseeable circumstances, the request must be submitted as soon as the need for parental leave becomes known; and,

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- ii) the written application advises the University of the expected date of delivery/adoption and of the employee's intention to take parental leave, and advises the University of the anticipated commencement date and duration of such leave.

25.02 Length of Leave

Upon receipt of an application for parental leave, the University shall grant parental leave to the employee consisting of:

- a)
 - i) an employee who has used the benefit entitlement of Article 24.02 is entitled to a leave of absence without pay for up to thirty-five (35) consecutive weeks beginning immediately after the leave taken under Article 24.02;
 - iii) an employee who has not used the benefit entitlement of Article 24.02 is entitled to a leave of absence without pay for up to thirty-seven (37) consecutive weeks, which may commence no sooner than twelve (12) weeks prior to the predicted birth/adoption of the child.
- b) the mother and the father, if both employed by the University, may each apply for leaves up to a combined total duration of thirty-seven (37) weeks parental leave (i.e. twenty-five (25) weeks for mother, twelve (12) weeks for father);
- c) if (b) applies, the mother and father may take their leaves at the same, or at different times;
- d) the total combined maternity and parental leave taken by a birth mother shall not exceed fifty-two (52) weeks (except in cases where an additional five (5) weeks leave is granted where the child is certified, by a medical practitioner or the agency that placed the child, to be suffering from physical, psychological or emotional condition in accordance with the Employment Standards Act) or pursuant to Article 24.02 (b);
- e) parental leave for a natural father must commence within fifty-two (52) weeks of the child's date of birth; and,
- f) parental leave for adopting parents must commence within fifty-two (52) weeks from the date the child comes into actual custody.

25.03 Top Up and Bridging Benefit

Top up and bridging benefits will apply to only one of either Maternity or Parental Leave, but not both. An employee taking Parental Leave, who has not already received top-up and bridging benefit through Maternity Leave provisions under Article 24, shall receive payments equivalent to the difference between ninety-five percent (95%) of the weekly salary and the amount of employment insurance earnings the employee is receiving for the first twelve (12) weeks of parental leave taken only. No top-up will be paid for parental leave time in excess of twelve (12) weeks.

25.04 **Pension/Benefits While on Parental Leave**

Pension/Benefits will only apply to the extent of the employee's coverage at the time of commencing leave. During the period of parental leave the University will continue to pay the benefit premiums normally paid for the eligible employee. Should the employee wish to continue Optional Life coverage, post-dated cheques shall be required from the employee for the period of leave to be covered.

If the employee is participating in the Group RRSP Plan (Clarica) and if the employee wishes to continue with contributions to her Group RRSP during maternity leave, the University will continue to match that contribution to a maximum of six and one-half percent (6.5%) of the employee's gross monthly salary in affect at the commencement of parental leave. Post-date cheques will be required from the employee to cover the cost of the employee's share of RRSP contributions. If the employee is participating in the Municipal Pension Plan, then the Municipal Pension Plan rules that apply to parental leaves will be followed.

25.05 **Payment**

To receive the benefits defined in Article 25.03, the employee shall supply the University with proof of application to the Employment Insurance Commission. The payment of the Supplementary Employment Benefit shall be as follows:

- a) the University shall estimate the amount of the Employment Insurance payment and provide a supplementary payment to the employee on the usual salary payment schedule and this supplementary payment will be regarded as an advance;
- b) the employee shall provide evidence of the actual payments received from the Employment Insurance Commission; and,
- c) the subsequent payments to the employee shall be adjusted, up or down, to reflect the actual Employment Insurance payment.

On completion of parental leave the employee shall return to his/her previous position. Service credit shall continue to accrue during the period of Parental Leave for benefit entitlements and vacation purposes.

25.06 **Probationary Employees**

An employee who commences parental leave while on probation in a regular full-time or regular part-time position shall be reimbursed in a lump sum the difference between the Employment Insurance benefit and the employee's normal weekly salary for the first twelve (12) weeks of parental leave to ninety-five percent (95%) upon returning to work and successfully completing the probation period.

25.07 **Return to Work**

Eligible employees must return to work for a minimum of twelve (12) months of continuous service following parental leave. If an eligible employee leaves the University prior to completing twelve (12) months of service they will be required to repay the top up and two (2) week bridging benefits.

25.08 **Casual and Temporary Employees**

Casual and Temporary employees will be entitled to parental leave in accordance with the Employment Standards Act but shall not receive top up or bridging benefits.

ARTICLE 26: PAYMENT OF WAGES AND ALLOWANCES

26.01 **Paydays**

- a) The University shall pay employees on a bi-weekly basis in accordance with the rates established in this Agreement detailed in Schedule A attached to and forming part of this Agreement. On each pay day, each employee shall be provided with an itemized statement of his/her wages, overtime, and other supplementary pay and deductions.
- b) All current up to date vacation and sick leave entitlements will be included on each pay stub.

26.02 **Equal Pay for Equal Work**

Employees shall receive equal pay for equal work.

26.03 **Rate of Pay on Promotion or Reclassification**

An employee promoted or reclassified in accordance with this Collective Agreement to a higher paying position carrying a single rate of pay shall receive the rate of pay and benefits for that position.

26.04 **Pay on Temporary Assignment, Higher Rated Job**

When an employee is assigned by the University for a period of at least ten (10) working days to temporarily substitute in or perform the principle duties of a higher paying position for which there is a single rate of pay, he/she shall receive the rate for the higher paying position, retroactive to the first day of the assignment. Where the higher paying position carries a salary range, the employee shall be placed at the base of the range for the new position. The employee shall qualify for any pay increments based on length of service in the temporary assignment.

Where the higher paying position is outside the bargaining unit the employee shall be paid at the base of the salary range for that position. The employee shall be

deemed to be covered by all provisions of this Collective Agreement, including Article 6 (Check Off of Union Dues) during the period of temporary transfer.

26.05 Pay on Temporary Assignment, Lower Rated Job

When an employee is temporarily assigned (for a period not to exceed sixty (60) days) by the University to a position paying a lower rate for purposes other than demotion, his/her rate shall not be reduced. This Article does not apply to a change of position as a result of the exercise of seniority rights under Article 16 (Layoffs and Recalls).

ARTICLE 27: GROUP BENEFITS AND PENSION

For purposes of this Article, "eligible employees" shall be defined as: Regular employees and temporary employees hired for a term appointment of one (1) year or more, with a minimum scheduled work week of twenty (20) hours. A general outline of the Plan is reflected in this Article. Additional details may be found in the Benefit Booklet provided to all eligible employees.

27.01 Medical Services Plan (MSP)

For eligible employees the University shall pay one hundred percent (100%) of the monthly premium for coverage under the Medical Services Plan of British Columbia. Coverage and eligibility shall be governed by the terms of the Medical Services Plan of British Columbia. This shall be a taxable benefit to the employee.

27.02 Extended Health/Vision

- a) The University shall maintain an Extended Health Plan. For eligible employees the University shall pay one hundred percent (100%) of the monthly premiums for the following benefits:
- BC Medical Insurance
 - Extended Health Care Benefits (80% Co-insurance for Drugs, Vision Care, Paramedical and Professional Services; 100% Co-insurance for Emergency Out-of-Country/Travel Insurance).
 - Dental Care (100% Basic and Supplementary basic; 50% Major, Supplementary Major and Orthodontics) - for the employee spouse and dependent children.
 - Term Life Insurance of two times annual salary in the event of Employee's death, and Accidental Death & Dismemberment of two times (2X) annual salary.
 - Long Term Disability Insurance to a maximum of two-thirds of Employee's monthly earnings.

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- b) The University shall provide a Vision Care Plan that will cover eligible employees and their family members for the full cost of an eye exam each year, as well as purchase of or repair of prescription eyeglasses or contact lenses to a maximum of three hundred dollars (\$300.00) during any two (2) calendar years.

27.03 Dental Plan

The University shall maintain the following dental plan: For eligible employees the University shall pay 100% of the monthly premiums.

The following coverage shall be provided:

- **PLAN A** Basic dental services - Plan pays one hundred percent (100%) of items covered such as extractions and fillings.
- **PLAN B** Crowns, Bridge and Dentures - Plan pays fifty percent (50%).

Note: The plan pays a maximum of \$1500 per calendar year for combined services in PLAN A and PLAN B.

- **PLAN C** Orthodontic - Plan pays fifty percent (50%) of services for employees and dependent children up to a lifetime maximum of one thousand five-hundred dollars (\$1500.00) per person.

27.04 Group Life / Accidental Death & Dismemberment (AD&D) Insurance

The University shall maintain Group Life and Accidental Death & Dismemberment Insurance Plans. For eligible employees the University shall pay 100% of the monthly premiums. The employer shall also offer Optional Life Insurance (employee and/or spousal coverage) with premiums one hundred percent (100%) employee paid.

27.05 Long Term Disability (LTD)

The University shall maintain a Long Term Disability (LTD) plan. It shall be mandatory for eligible employees to enrol in and maintain coverage under the LTD plan. For eligible employees the University shall cover the cost of one hundred percent (100%) of the monthly premiums pursuant to Article 27.02.

27.06 Employee Assistance Program (EAP)

The University shall maintain an Employee Assistance Program (EAP). For eligible employees the University shall pay one hundred percent (100%) of the monthly premiums.

27.07 **Pension**

All new regular part-time and regular full-time employees will be required to join the Municipal Pension Plan upon the successful completion of their probationary period of employment. Temporary full-time employees may also be required to join the Municipal Plan, subject to the enrolment rules of the Municipal Plan.

Those employees who elected to remain on the Clarica Group RRSP Plan at the time that the University became an Employer under the Municipal Pension Act shall remain on the Clarica Group RRSP.

- a) The union shall be entitled to name an Employee Representative (who shall be a member of the plan) to be a member of the University's Employee Benefits Committee (UEBC). The UEBC is not a standing committee, it meets from time to time as needed to deal with pension/benefits issues.
- b) The employer will arrange retirement counselling sessions periodically for optional attendance outside of working hours.

27.08 **Regular Part-time Employees**

Regular part-time employees shall be eligible for full coverage under the group benefits and pension plans if their regularly scheduled hours of work average twenty (20) or more hours per week.

27.09 **Temporary and Casual Employee Eligibility**

Temporary and Casual employees shall receive (eight) percent (8%) in addition to their regular wages, in lieu of benefits.

27.10 **Master Agreements**

The University agrees to supply the Union with copies of the pension and benefit plan Master Agreements and any amendments made from time to time.

27.11 **Liability Insurance**

The University shall maintain appropriate liability insurance covering employees in the course of exercising their duties.

27.12 **Continuation of Benefits During Work Stoppages**

In the event of a lawful strike or lockout, the University agrees that health and welfare benefits, excluding pension or group RRSP contributions, will be continued in accordance with the terms of Section 62 (1) and 62 (2) of the Labour Relations Code; that is: coverage will continue only if the employee or the union pays one hundred percent (100%) of the benefits premiums, within payment schedule set by the benefits carrier.

ARTICLE 28: HEALTH AND SAFETY

28.01 Intent

- a) The University and the Union aim to provide a safe, healthy and secure environment in which to conduct their operations. In keeping with the University's environmental mission, the University and the Union are also committed to "... developing and maintaining high standards of environmental stewardship. Our mission is to be a global leader in environmental sustainability through innovative strategies which foster the protection and preservation of the environment". To this end they will cooperate in every reasonable manner in striving to prevent unsafe practices and procedures and in correcting such practices and procedures that may be identified.
- b) Safe and healthy working conditions in the workplace include but are not limited to:
 - i) proper labelling and storage of flammable, poisonous, radioactive and biohazardous materials;
 - ii) regular fire drills and preparedness;
 - iii) qualified personnel with first-aid skills on site;
 - iv) disaster planning and drills; and
 - v) industrial precaution with respect to heavy equipment.

28.02 Health, Safety and Environment Committee

The Health, Safety and Environment Committee will be comprised of Representatives from throughout the University community, including one Representative each from the Union, management, academic and non-academic staff, and the Student body. The Committee will meet at least quarterly. All Representatives shall be entitled to attend Committee meetings without loss of pay or benefits.

28.03 Compliance with Health and Safety Policy, Legislation and Regs

The University, the Union and the employees shall comply with all applicable federal, provincial and municipal health and safety legislation and regulations including the Workers' Compensation Act and with Royal Roads University's Health, Safety and Environment policies and procedures as amended from time to time. There shall be no discrimination, no penalty, no intimidation and no coercion tolerated for compliance with these policies, legislation and regulations.

28.04 Emergency, Workplace Accident or Injury Response

The University will develop and maintain clear action directives and procedures for all persons to follow in response to emergency situations (such as fire), workplace accidents or personal injuries. Such directives will be communicated in a manner which can reasonably be expected to bring them to the attention of all persons within the University.

28.05 Transportation of Injured Employees

The University will provide emergency transportation to the nearest treatment facility for any employee who requires emergency medical care as the result of a workplace accident at no cost to the employee.

28.06 Continuity of Pay on Day of Workplace Injury

In the event of a workplace injury, an employee who must leave work due to his/her injury or who leaves in order to receive emergency medical treatment will receive payment for the time away from the workplace on that day, up to the total number of straight time hours that the employee was scheduled to work.

28.07 Prohibition Against Unsafe Conduct by Employees

The parties agree that any purposeful or negligent conduct by an employee which places at risk the health or safety of the employee, or of other persons, is expressly prohibited. Any occurrence of such conduct will be the subject of disciplinary measures against the employee.

28.08 Protection against Discipline

No employee shall be reprimanded or disciplined for refusing to perform any assigned work task where the refusal is based on a reasonable apprehension of danger for the personal safety of the employee or any other person.

28.09 Training of University Health and Safety Committee Members

Union representatives to the University Health and Safety Committee shall be entitled to leave without loss of pay/benefits for training courses undertaken at the request of the University.

28.10 Proper Job Training

Employees shall not be required to work on any job or operate any equipment for which they have not received proper training.

28.11 Health and Safety Grievance

Any dispute related to the general application of this Article may be filed as a policy grievance directly at Step 3 of the grievance procedure. This Article does not relieve employees of their responsibility to comply with applicable Health and Safety policies on the reporting of incidents/accidents.

ARTICLE 29: TECHNOLOGICAL CHANGE AND ADJUSTMENT PLANNING

29.01 Consultation on Change

If the University introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of regular employees in an affected department, the University will consult with the Union at least ninety (90) days before the date on which the measure, policy, practice or change is to be effected and as needed to facilitate the change with the least disruption to the employee and the workplace.

29.02 Adjustment Plan

Within thirty (30) days of the request to consult referred to in Article 29.01, the University and the Union shall meet, in good faith, and endeavour to develop an adjustment plan. The parties may consider alternatives to the proposed measures, policy, practice or change, including amendment of provisions in the Collective Agreement.

29.03 Notice to Affected Employees

Any regular employee who will be laid off as defined in Article 16.01 shall be provided with notice in accordance with the provisions of Article 16.05 and shall be given the opportunity to exercise their seniority rights in accordance with Article 16.02.

29.04 Retraining

Affected regular employees who are unable to exercise seniority rights pursuant to Article 29.03 shall be given the opportunity to study, practice and train to acquire the knowledge and skill necessary to qualify for an existing vacant or a newly created position. Such retraining must be accomplished within three (3) months during which time the University agrees to pay the employee at their prevailing rate and to bear the cost of the retraining. Upon completion of retraining the employee shall be paid at the rate for the position that they have been trained for. The University shall be under no obligation to offer an employee more than one (1) retraining opportunity. It is agreed that the employee will cooperate in any retraining which may be required in order to retain employment with the University.

29.05 Severance Pay

If the University is unable to provide work for an affected regular employee and retraining pursuant to Article 29.04 is not appropriate or if the employee elects, the University shall pay lump sum severance pay. Severance pay shall be determined on the basis of one (1) weeks' pay at the employee's regular rate of pay for each complete year of service, to a maximum twenty (20) weeks' pay.

29.06 **Recall**

Employees laid off shall be recalled in accordance with the provisions of Article 16.03 and 16.04, unless the employee has elected to take severance pay in which case the employee forfeits the rights of recall.

ARTICLE 30: JOB SECURITY and CLASSIFICATION

30.01 **Work of the Bargaining Unit**

- a) The Labour Management Committee will review every six (6) months or upon the request of either party, the work contracted out during the previous six (6) month period. With this information, the parties will discuss whether or not the University is maintaining the regular work of the bargaining unit as well as possible opportunities for changing the pattern of work allocation and creating new regular positions, to ensure that the spirit of the Agreement is maintained, and that the University is operating in a cost effective manner.
- b) The University agrees to maintain the current regular employees in their positions and hours pursuant to Schedule "A" as of April 5, 2006. The parties may mutually agree to changes during the term of the collective agreement. Such agreement shall not be unreasonably denied. It is understood that the duties and responsibilities of employees may be reasonably changed pursuant to Article 30.02 and other applicable clauses in the agreement.

30.02 **Classification System**

- a) **Job Descriptions**
 - i) A job description will be available for every position within the bargaining unit. The University will work with the Labour Management Committee to develop and revise from time to time the appropriateness of these job descriptions. Changes may only be made by mutual agreement.
 - ii) Where any position changes sufficiently to warrant a revised description or the Employer creates a new regular position, the Employer will prepare a draft of the new or revised job description and forward it to the Union. This description will not be finalized until thirty (30) days have elapsed following the Union's receipt of such description to allow opportunity for the Union to discuss such description with the Employer.
- b) **Reclassification**
 - i) **Changes to Existing Positions:** Where the work of a position changes sufficiently to warrant a reclassification the Union may make a written request to a review of the job description and pay rate for such position.

-
- ii) **New Positions:** Where the Employer establishes a new position, the Employer will establish the rate of pay for such new position for a period of six (6) months. The Union may make a written request to review the job description and pay rate following the completion of this six (6) month period.
 - iii) **Written Review Request:** The employer will complete the requested review within ninety (90) days of the written request under Subsections (i) or (ii) above and present its finding, in writing, to the Union.
 - iv) **Dispute Resolution:** If the parties are unable to reach agreement as a result of the above review, the matter will be referred to the next Labour Management Committee and failing resolution at the LMC meeting, the matter may be referred to Step 4 of the grievance procedure in Article 12 of this Agreement.
 - v) **Existing Position Increase:** When an existing position changes sufficiently to warrant a reclassification and a higher rate of pay results, such higher rates will be paid retroactively to the date the request for review was first received.
 - vi) **New Position Increase:** When a new position is reviewed and a higher rate of pay results, such rate will be paid retroactively to the date the employee(s) first assumed the position.
 - vii) **Existing or New Position Decrease:** When the above review results in a lower rate of pay, the salary will be maintained at its current level until such time as the maximum salary in the new rate of pay surpasses the current salary. No employee will have their wages reduced as a result of reclassification.

ARTICLE 31: GENERAL CONDITIONS

31.01 Union Insignia

Employees will be permitted to wear or display the recognized insignia of the Union. The designation CUPE or CUPE Local 3886 may, at the employee's option, be placed below the signatory initials on typewritten correspondence prepared by Union members.

Other locations and uses of the Union insignia shall be by agreement of the Labour Management Committee.

31.02 Uniforms and Protective Clothing

Employees who are required to wear uniforms and/or protective clothing, either by University policy or by legislation or regulation, will be provided with, or reimbursed for, such uniforms and/or protective clothing as follows:

1. Regular Employees

- a) Regular employees will be reimbursed for the purchase of approved safety footwear in an amount not to exceed one hundred and fifty (\$150.00) dollars each fiscal year (between April 1st of each year and March 31st of the following calendar year). The employer may arrange an account, issue vouchers or require a receipt for reimbursement.
- b) Wet weather clothing for regular Gardens and Grounds employees will be provided and replaced as required.
- c) Other uniforms and protective clothing (i.e. hi-vis vests) will be provided and replaced as required.

2. Casual Employees

- a) New casual employees are expected to provide their own approved safety footwear. Reimbursement, per Article 31.02(1) above will be provided once the employee has successfully passed probation as specified in Article 15.08.
- b) Other uniforms and protective clothing, including wet weather gear where appropriate, will be provided and replaced as required.

3. Temporary Employees

- a) This applies to employees whose status is solely temporary and not also casual or regular.
- b) Temporary employees who are hired for a term appointment greater than six (6) months will be reimbursed for approved safety footwear per Article 31.02(1) but only at the completion of their term appointment – receipt is required for reimbursement.
- c) Other uniforms and protective clothing, including wet weather gear where appropriate, will be provided and replaced as required.

31.03 Proper Accommodations

Appropriate facilities shall be available to employees in which to have their meals and to change and store their clothes where the wearing of a uniform is required. If existing staff rooms and facilities are required for other purposes because of space requirements, alternate facilities will be made available.

The University will ensure that the need for staff facilities will be considered in the design of new buildings, additions and renovations.

31.04 Bulletin Boards

The University shall install one (1) locking bulletin board per unit: custodial services; gardens & grounds; maintenance and powerplant for the exclusive use of the Union, in a location mutually acceptable to the University and the Union, so that all employees will have access to it. The Union shall have the right to post notices of meetings and other material relating to the business affairs of the Union. The Union will cooperate in ensuring that materials are posted in an orderly manner and only current material remains posted.

31.05 Allowances for Tools

The University shall supply all tools and equipment, tool boxes and lock-out locks required by employees in the performance of their duties. Replacement will be made by producing the worn or broken tools or proving that the tool was lost or stolen.

31.06 Communication to Members

The University agrees to permit the Union the use of campus mail facilities and e-mail in order that all members be kept well-informed of Union meetings and business pertaining to the Union. All postage for outgoing mail must be supplied by the Union.

The University shall permit the Union to book University rooms, on a space available basis, for business meetings of the local Union in accordance with University policies.

31.07 No Reprisals Arising from Work Stoppages

The University agrees that it shall not terminate, suspend, discipline, discriminate, coerce, intimidate, impose or seek to impose a pecuniary or other penalty against any person because he or she engaged in a lawful work stoppage, or in any lawful activity related to the lawful work stoppage.

31.08 Closing of University

- a) Should the University, or an area of the University, be closed temporarily due to environmental conditions, utility disruptions, road conditions or other reasons beyond the control of the University, employees shall receive their regular salary (excluding shift differential and weekend premium) during the closure. The University may layoff employees in accordance with the terms of Article 16 if the closure is expected to be for greater than twenty (20) working days.
- b) If an employee is called in to work during a temporary closure of the University they will be paid at Overtime rates as per Article 18.02.

31.09 **Campus Patrol Escort**

An employee coming off duty after dark shall, upon request, be escorted by Security from their place of work to their vehicle or to a convenient bus stop. It is understood that the Security establishment will not be increased due to this Article nor may Security be able to respond immediately to all requests.

31.10 **Vehicle Policy**

The University shall not require an employee to own or use his/her own vehicle as a condition of employment.

31.11 **Employee Library Card**

Employees shall be entitled to a free, personal Royal Roads University Library Card, renewable as required, for the duration of their employment with the University.

31.12 **University Facilities**

Employees shall be allowed the use of University facilities such as the recreational facilities library, cafeteria, etc., during hours scheduled for such purposes or public hours, at rates set by University policy for employees of the University.

31.13 **Parking**

Parking shall be provided for employees in this bargaining unit at no greater cost than is charged any other employee or student of the University. No Union employee will lose his/her currently assigned parking space.

31.14 **Education at the Work Site**

Subject to the availability of space, facilities and subject to operational requirements, the University shall allow the Union to sponsor employee education functions such as seminars, workshops, lectures, etc., to be held on the University's premises subject to Article 31.06 during the employees' lunch period or following the regular working day.

31.15 **Personnel File**

Upon twenty-four (24) hours notice, any employee may request the right of access to his/her personnel file. The file will be reviewed in the presence of a Human Resources staff member during the normal working hours of the Human Resources Office and the employee shall be provided a copy of materials upon request.

31.16 Professional Fees

Employees who, as a condition of employment, are required to maintain professional licensure shall be reimbursed for such costs upon presentation of receipts.

31.17 Taxi Voucher

Employees will be responsible for providing their own transportation to and from the University. However, employees required to work authorized overtime that will extend their shift beyond the time that public transportation operates to/from the University may first request that they be provided with a taxi voucher by their supervisor.

31.18 Union Office Accommodation

The University shall endeavour to provide suitable office accommodation on the premises. The University shall also provide internal telephone services with external access. The union shall pay all long distance charges.

31.19 Plural or Feminine Terms

Whenever the singular, masculine or feminine is used in this Agreement, it shall be considered as if the plural, feminine or masculine has been used where the facts or context require, unless specifically stated otherwise.

31.20 Travel on University Business

Upon request of the employee, the University may grant permission to be away from the University on University business and the University may approve use of the employee's personal vehicle for such work. Mileage, meals and other expenses shall be paid pursuant to the University's policy which may be amended from time to time.

31.21 Vehicle Damage Protection

When an employee's vehicle is damaged while the employee is using the vehicle for work purposes authorized by the employer, the employer shall reimburse the employee the difference between the insurance coverage and the deductible provided the employee was not negligent.

31.22 Deferred Salary Leave

The employer agrees, subject to Revenue Canada approval, to make available a deferred salary leave program by September 1, 2002

ARTICLE 32: BARGAINING AND TERM OF AGREEMENT

32.01 Duration

This Agreement shall be binding and remain in effect from June 1, 2010 to May 31, 2014.

The parties agree to specifically exclude Sections 50(2) and (3) of the Labour Relations Code of British Columbia.

32.02 Notice to Bargain

- a) This Agreement may be opened for collective bargaining by either party giving written notice to the other party at any time within four (4) months immediately preceding the expiry date of the current collective agreement.
- b) Where no notice is given by either party within ninety (90) days or more before the expiry of the collective agreement, both parties shall be deemed to have given notice under this section ninety (90) days before the expiry of the collective agreement.
- c) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the University shall be given by the President of the University (or their delegates).

32.03 Commencement of Bargaining

Where a party to this Agreement has given notice under Article 32.02, the parties shall, within ten (10) days after the notice is given commence collective bargaining.

32.04 Change in Agreement

Any change deemed necessary in this Agreement may be made by mutual agreement at any time during the life of this Agreement.

32.05 Agreement to Continue in Force

Both parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining.

32.06 No Strikes or Lockouts

The parties agree that there will be no strikes or lockouts during the term of this Agreement.

32.07 Continuation of Acquired Rights

- a) All provisions of this Agreement are subject to applicable laws now or hereinafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate, disallow or materially alter any

portion of this Agreement, the entire Agreement shall not be invalidated and all other specific provisions of this Agreement shall remain in force and effect.

- b) In the event that any provisions of this Agreement are invalidated or disallowed, as contemplated by (a) above, either party may, by serving notice in writing, require the other to enter into negotiations for the purposes of:
 - i) making adjustments to the Agreement to ensure that it remains as consistent with the original Agreement as the law will allow; and
 - ii) settling the language of any terms and conditions that are required to replace the provision which was invalidated, disallowed or materially altered.
- c) In the event that the parties do not reach agreement in the negotiations under (b) above, either party may refer the matter directly to arbitration pursuant to Article 12.10, in which case the matter shall be adjudicated as an interest arbitration.

32.08 **Copies of Agreement**

The Union and the University desire every employee to be familiar with the provisions of this Agreement and his/her rights and obligations under it. For this reason, the University will print sufficient copies of the ratified Agreement for distribution to the membership.

ARTICLE 33: TRAINING AND DEVELOPMENT

33.01 **Professional Development**

- a) Members of CUPE Local 3886 will have access to the same plans and provisions for professional development and tuition waiver as any other employee at the University, pursuant to University policies in effect, as amended from time to time. Payment of tuition by the University shall be treated in accordance with applicable Revenue Canada guidelines on the reporting of taxable benefits; and,
- b) Where an employee requests and is approved or is requested by the University to undertake training or professional development activities directly related to the performance of their job, the University shall bear all reasonable expenses associated with that training. Time spent in such training will be considered time worked but shall not result in the payment of overtime. The University shall administer this clause in accordance with the University policy for professional development.

33.02 **Courses During Working Hours**

Subject to operational requirements, supervisors may approve absence from work with pay not to exceed three (3) hours per week, to permit an employee to enrol in a course that is not available during the employee's off-duty hours. The employee

shall be required to make up the time missed in a manner mutually agreeable to both parties.

33.03 Leave for Educational Upgrading

Regular full-time and regular part-time employees may request leave of absence without pay per the terms of Article 23.05 for the purposes of upgrading their education or qualifications, whether or not the qualification are related to the position that they currently hold.

Requests for leave for educational upgrading of up to four (4) years may be considered. Requests for less than three (3) months will normally not be considered. The employee must provide ongoing proof of registration in recognized academic or training program leading to the attainment of a credential. The University may grant requests subject to operational requirements and such requests will not be unreasonably denied.

33.04 Leave for Examinations

Regular full-time and regular part-time employees shall be entitled to up to one (1) day of leave with pay when writing examinations to upgrade employment-related qualifications, to a maximum of three (3) days per fiscal year, if the examination is scheduled to take place during the employees regularly scheduled shift.

ARTICLE 34: APPLICABLE LEGISLATION

34.01 Applicable Legislation

The parties recognize that the relationships between the University, the Union and the employees is regulated by federal and provincial legislation, the scope and specific provisions of which change from time to time. The parties commit to an ongoing cooperative effort to ensure that they remain aware of and in compliance with all applicable legislation and regulations.


The provincial legislation and attendant regulations of most direct application to relationships includes the following:

- Employment Standards Act
- Human Rights Act
- Labour Relations Code
- Workers' Compensation Act

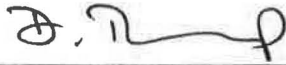
The University's Human Resources Office attempts to maintain up-to-date copies of the provincial legislation and regulations as referenced above. The Union will be reimbursed by the University for the cost of copies of the legislation (1 copy each).

SIGNED this 26th

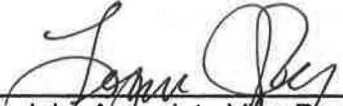
day of April 2013


Allan Cahoon, PhD
President and Vice-Chancellor


Paul Allison, President
CUPE Local 3886

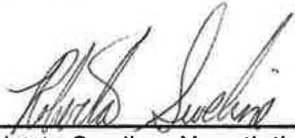

Dan Tulip,
Vice-President and Chief Financial Officer

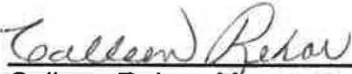

Pieter Bosma, Negotiation Committee
CUPE Local 3886



Lynn Joly, Associate Vice-President
Human Resources
Royal Roads University


Ian Phillips, Negotiation Committee
CUPE Local 3886


Doug Pletsch, Director
Physical and Environmental Services
Royal Roads University


Roberta Sweline, Negotiation
Committee
CUPE Local 3886


Colleen Rehor, Manager
Employee Relations
Royal Roads University


Loree Wilcox,
CUPE National Representative

/s/cope491

SCHEDULE "A"

JOB TITLE	Hourly Rates				Approx.# of Regular FTES's
	June 1 2010	June 1 2011	June 1 2012	June 1 2013	
	0%gwi	0%gwi	2%gwi	2%gwi	
Supervisor, Custodial & Housekeeping Services	23.05	23.05	23.51	23.98	1.00
Supervisor, Grounds and Gardens	28.85	28.85	29.43	30.02	1.00
Charge Hand, Custodian & Housekeeping Services	19.71	19.71	20.10	20.51	1.00
Supervisor, Plant Operations	30.82	30.82	31.44	32.07	1.00
Charge Hand, Head Gardener	26.07	26.07	26.59	27.12	1.00
Charge Hand, Plant Operations	28.20	28.20	28.76	29.34	1.00
Charge Hand, Production	19.71	19.71	20.10	20.51	1.00
Custodian/Housekeeper	17.71	17.71	18.06	18.43	15.00
Maintenance Worker, Facilities	18.25	18.25	18.62	18.99	0.00
Gardener	22.45	22.45	22.90	23.36	4.65
Gardener/Arborist	23.08	23.08	23.54	24.01	1.00
Groundswoker ¹	17.73	17.73	18.08	18.45	0.00
Groundswoker, Seasonal ²	17.73	17.73	18.08	18.45	1.00
Housekeeper	17.71	17.71	18.06	18.43	2.00
Maintenance Worker, Technician	23.08	23.08	23.54	24.01	5.00
Maintenance Worker, Trades	25.95	25.95	26.47	27.00	
Production Worker	17.71	17.71	18.06	18.43	3.00
Maintenance Worker, Tech Support	21.62	21.62	22.05	22.49	2.00
					40.65

1. Grounds worker positions are normally seasonal and the University agrees that if such positions are needed, at least 1.5 FTE's will be posted and filled as temporary CUPE bargaining unit positions.
2. At the end of the second consecutive season of term employment, the employer may, at its discretion offer the employee regular seasonal work and such an offer will not be unreasonably withheld. If the employee accepts the offer, he/she will be considered a regular part-time employee commencing upon the first day of employment in the next term of seasonal employment. The FTE number reflected above does not indicate full time status but does indicate the number of individuals who are in this category.

SCHEDULE "B" - CASUAL EMPLOYEES

- 1) Casual employees shall be employed only to relieve in positions occupied by regular full time, regular part-time and temporary employees pursuant to Article 1.02. Without limiting the generality of the foregoing, the Employer may call casual employees to perform the following work:
 - a) vacation work,
 - b) sick leave relief,
 - c) education relief,
 - d) maternity/paternity leave relief,
 - e) compassionate leave relief,
 - f) union business relief,
 - g) educational leave relief,
 - h) relief for such other leave as provided in the collective agreement, or
 - i) in an emergency where an extraordinary workload develops a casual employee may be used to do work on an on-call, as needed basis not to exceed forty (40) days in duration.

- 2) The University will place casual employees on the applicable Section Casual List in accordance with the University's hiring policy. The Sections are:
 - a) Custodian and Housekeeping Services
 - b) Grounds and Gardens
 - c) Maintenance
 - d) Production Workers

Any casual employee listed in the Housekeeping Department on December 4, 2008, shall be entitled to limit their availability to the housekeeping duties only.

A casual employee shall be entitled to register for work in any job classification in a single section, provided he/she meets the requirements of the classification. No casual employee shall be registered in more than one (1) section except where the employer and the Union otherwise agree.

- f) Casual Seniority order Call-in Lists

The manner in which casual employees shall be called to work shall be as follows:

- i) The University shall maintain the lists in seniority order and call in the most senior casual employee who is not working every time

SCHEDULE "B" - Continued

casuals are needed. Only one call need be made to any casual employee provided that the telephone is permitted to ring a minimum of eight (8) times. Casual employees who refuse eight (8)

call-ins within a twelve (12) month period or do not work for six (6) months pursuant to Article 14.03 i) shall lose accrued seniority and be struck from the list(s). An employee who is unavailable for call-in shall notify the employer in advance, in writing of those periods except in case of emergencies.

- ii) All such calls shall be recorded in a log book maintained for that purpose which shall show the name of the employee called, the time of vacancy, the time that the call was made, the job required to be done, whether the employee accepts or declines the invitation to work or fails to answer the telephone, and the signature of person who made the call. In the event of a dispute the Union shall have reasonable access to the log book and shall be entitled to make copies.
 - iii) If the casual employee who is being called fails to answer or declines the invitation to work, the Employer shall then call the next employee in order of Casual Seniority Order Call-in Lists in that classification and so on until a casual employee is found who is ready, willing and able to work.
- 3) Where it appears that a regular employee whose position is being filled by a casual employee will not return to his position within forty (40) days, that position shall be posted and filled as a temporary position pursuant to the provisions of Article 1.02 c) and Article 15.
 - 4) A casual employee may only become a regular employee by successfully bidding into a permanent vacancy in respect of which there is no present regular incumbent. Upon completion of a temporary position a casual employee shall be reverted to the casual list.
 - 5) Casual employees shall be considered for temporary vacancies only after regular employees have been considered.
 - 6) The University commits to building the casual lists for all sections outlined above and will provide the Union copies of each list prior to the regularly scheduled Labour Management Committee Meetings.

LETTER OF AGREEMENT # 1

RE: Article 17.03 – Work Schedules

The parties agree that no custodial employee who was employed on January 18, 2001 and who was not already assigned to work night shifts, shall be required to work night shifts.

The parties also agree that no Maintenance Technicians, Facilities Maintenance Worker, Technical Support Worker, Charge Hand Plant Operations or Supervisor Plant Operations who was employed on January 18, 2001 and who was not assigned to work afternoon shifts, shall not be required to work an afternoon shift. The administration of the Collective Agreement regarding overtime for 3rd party special events shall continue for maintenance staff covered by the terms of this Letter of Agreement.

LETTER OF AGREEMENT # 2

Re: On-Call Coverage and On-Call Pay

1. The parties agree that the Maintenance Technicians Technical Support Workers, Charge Hand Plant Operations, Supervisor Plant Operations and Facilities Maintenance Workers are eligible to participate in the On-Call Coverage Program.
2. The parties agree that the persons scheduled to be on call shall:
 - a) be provided with a pager and a cell phone at the expense of the employer;
 - b) remain within one hour safe travel time of Royal Roads University for the purpose of responding to a call in;
 - c) be prepared to respond to a call within ten minutes by use of cellular or other phone;
 - d) respond to the call by providing verbal instruction and/or physical attendance at the site and/or arranging for the appropriate resource.
3. The parties agree that a minimum of two employees are required to participate in the on-call program to ensure there is a rotation of on-call assignment.
4. The individuals accepting on-call assignment will provide a suggested rotation schedule for the consideration of the director.
5. Regular employees of the bargaining unit as of October 29, 2001 will not be required to participate in the on-call program.

... continued

LETTER OF AGREEMENT # 2 continued

6. Remuneration for each hour of on-call time, as designated and assigned by the employer, shall be one dollar, fifty cents (\$1.50). An employee who responds to a call-in by physical attendance on site shall also be eligible for call-in pay in accordance with the collective agreement.

LETTER OF AGREEMENT # 3

Re: Engineer Contract Language

The parties have agreed to delete language in the 1998 – 2001 collective agreement that is specific and exclusive to shift engineers with the following condition:

If the shift engineer position is reintroduced the parties agree that the position is covered by the certification of the union and will meet to establish appropriate contract language. If agreement cannot be reached on contract language specific to shift engineers the shift engineer language that formed part of the original agreement will be deemed to be reinstated in the current collective agreement.

Language Deleted

- Clause 17.03 (b) shift engineers work schedule
- Clause 18.07 (c) shift engineers call out provision
- Reference to power plant operation is schedule "A"
- Letter of Agreement #1

LETTER OF AGREEMENT # 4

Re: Garden Curator Position

The parties agree that the Garden Curator position be paid the following wages during the term of the 2005 – 2010 Collective Agreement:

2005 - \$22.00/hr
2006 - \$22.61/hr
2007 - \$23.24/hr
2008 - \$23.97/hr
2009 - \$24.73/hr

Note: This position receives the same market adjustments outlined under "*" of Schedule A.

The parties further agree that this position has unique and separate funding and is agreed to on the following basis:

1. The position is not a protected position pursuant to Schedule A of the Collective Agreement, although the balance of the Collective Agreement applies to the person in the position and this agreement.

2. The wage rate is interim and without prejudice to the parties ongoing negotiations with respect to establishing final wage rate for the position.
3. If the final wage rate is set higher than the interim rate, the person will be paid for the difference on a retroactive basis.
4. If the final wage rate is set lower, the interim wage will be reduced accordingly and there shall be no retroactive wage claw back.
5. This Letter of Agreement expires at such time as the parties formally agree on the wage rate and the position is considered part of the Collective Agreement.

LETTER OF AGREEMENT # 5

Re: Sick Leave and Disability Costs

Royal Roads University and CUPE Local 3886 acknowledge the rising costs of sick leave and disability for the University. The parties are committed to work together collaboratively with all other employee groups to examine and recommend possible changes and solutions to these rising costs.

Dated the 5th day of March 2013

ON BEHALF OF
ROYAL ROADS UNIVERSITY:





ON BEHALF OF THE CANADIAN UNION
OF PUBLIC EMPLOYEES
LOCAL 3886:

