

COLLECTIVE AGREEMENT

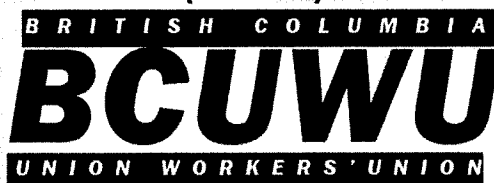
between the

**TEACHING SUPPORT STAFF UNION
(TSSU)**



and the

**BC UNION WORKERS' UNION
(BCUWU)**



Effective from June 11, 2020 to June 10, 2023

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MEMORANDUM OF AGREEMENT

Between:

Teaching Support Staff Union, a trade union, having its registered office and place of business in the City of Burnaby in the Province of British Columbia, hereinafter referred to as the "*Employer*".

PARTY OF THE FIRST PART

and:

BC UNION WORKERS' UNION representing the staff of the Teaching Support Staff Union and employees of the "*Employer*" who are affected by this Agreement and for whom it has certified as being the sole bargaining agency, hereinafter referred to as the "*Union*".

PARTY OF THE SECOND PART

WHEREAS BC UNION WORKERS' UNION is a trade union formed by and including certain employees of the Employer;

AND WHEREAS the parties hereto, with the desire and intention of making their relationship more harmonious and profitable, have concluded to make provision herein for the orderly and expeditious consideration and settlement of all matters of collective bargaining and of mutual interest, including wages, hours, working conditions and the adjustment of grievances, with respect to the employees of the Employer for whom the Union has been certified as bargaining agent;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto in consideration of the mutual covenants hereinafter contained, agree each with the other as follows:

ARTICLE 1 - RECOGNITION OF THE UNION

1.1 Sole Bargaining Agency

The Employer recognizes the Union as the sole bargaining agency on behalf of the employees for whom the Staff Union has been certified as bargaining agent with respect to wages, hours of work, terms and conditions of employment during the life of this Agreement. The Union does not represent elected officers in paid positions.

1.2 Union Shop

It is agreed that all non-casual employees shall maintain membership in the Union as a condition of employment. All new employees hired shall become members of the Union on the first day of the month following the initial date of employment. Failure to maintain membership in the Union will constitute cause for dismissal.

1.3 Orientation

The Union shall be advised in writing of the names of new employees prior to their start date. A BC Union Workers' Union Executive member, or designate, shall be given an opportunity to meet with new employees at the new employee's place of work. Said meeting shall take place on Employer-paid time, not to exceed 30 minutes, as close to the start date as possible.

1.4 Definition of Employee Status

It is agreed that employees may be classified as:

(a) *Regular full-time employees:*

A regular full-time employee is one who works full-time on a regularly scheduled basis. Regular full-time employees accumulate seniority and are entitled to all benefits outlined in this Collective Agreement.

(b) *Regular part-time employees:*

A regular part-time employee is one who works less than full-time on a regularly scheduled basis. Regular part-time employees accumulate seniority on an hourly basis and are entitled to all benefits outlined in this Collective Agreement. Regular part-time employees shall receive the same perquisites, on a proportionate basis as granted regular full-time employees including the following:

vacations, statutory holidays, sick leave, special leave and seniority.

Special leave credits shall be earned on a proportionate basis but shall be granted as to regular full-time employees. The following benefits: medical, dental, extended health, long-term disability and group life insurance shall be granted in full, regardless of hours worked.

(c) *Casual employees:*

A casual employee is one who works on an on-call basis and/or for assignments with a duration of less than four consecutive months. Casual employees accumulate seniority on an hourly basis and are entitled to all benefits of the collective agreement on a pro rata basis.

1.5 Union Check-Off

The Employer agrees to the check-off of all Union dues and these dues shall be remitted to the Union by the end of the month following their collection.

1.6 Shop Stewards

The Employer agrees to the operation of a Shop Steward system, which shall be governed by the following:

- (a) There shall be a Chief Shop Steward appointed by the Union.
- (b) The Employer shall be advised of all appointments, resignations or other changes as to the Chief Shop Steward in writing within five working days of the change being effected.

1.7 No Discrimination

The Employer and the Union subscribe to the principles of the *Human Rights Code* of British Columbia.

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

The Union and the Employer recognize the right of the employees to work in an environment free from harassment, including sexual harassment, and the Employer shall take such actions as are necessary with respect to any Union member or person employed by the Employer engaging in sexual or other harassment in the workplace.

This provision shall be administered in the spirit of the Teaching Support Union's Harassment Policy.

1.8 Representation

If an interview is or has become disciplinary in nature, the Employer shall advise the employee of the nature of the discipline, and that they have the right to Union representation.

ARTICLE 2 - MANAGEMENT RIGHTS

2.1 Direction of Work Force

The management of the Employer, and the direction of the employees, including the hiring, firing, promotion and demotion of employees, is vested exclusively with the Employer, except as may be otherwise specifically provided in this Agreement.

The Union agrees that all employees shall be governed by all rules as adopted by the Employer and published to employees by general distribution, provided such rules are not in conflict with this Agreement.

2.2 Notice of New and Changed Positions

(a) *New Positions*

In the event the Employer shall establish any new position, the classification and wage rate for this new position shall be established by the Employer and written notice shall be given to the Union prior to the position being filled, but will not affect the right of the Employer to make temporary appointments. Where the Union provides written notice of objection within 30 calendar days of such notice, the Union and the Employer will discuss the Union's concerns at the next scheduled Labour Management meeting. Unless written notice of objection thereto by the Union is given to the Employer within 30 calendar days after such notice, such classification and wage rate shall be considered as agreed to. If the classification and/or wage rate established by the Employer for such new position is revised as a result of negotiation or arbitration, then the revised classification and wage rate shall be effective from the date when the new position was established.

(b) *Change in Duties*

In the event the Employer shall adopt new methods of operation, the Employer shall give written notice to the Union of those existing jobs which have been affected by such new methods of operation with respect to changes in job content, and/or required qualifications, along with any change in job classification or wage rate.

Where the Union provides written notice of objection within 30 calendar days of such notice, the Union and the Employer will discuss the Union's concerns at the next scheduled Labour Management meeting.

If notice of objection is not received from the Union within 30 calendar days after such notice; then the classification and wage rate shall be considered as agreed to.

If the classification and/or wage rate established by the Employer for such changed jobs is revised as a result of negotiation or arbitration, then the revised classification and wage rate shall be effective from the date of the change in job content and/or requirements.

(c) *Wage Rate Protection*

Any employee whose position is reclassified to one with a lower wage rate through no fault of their own shall maintain their rate of pay and receive 50% of the negotiated wage rate increase applicable to the

employee's new classification. Such employee shall receive the full negotiated wage rate increase when the maximum wage rate of their classification equals or exceeds the wage rate which they are receiving.

2.3 Contracting Out

- (a) It is not the intention of the Employer to replace its regular work force through the use of contracting out.
- (b) The Employer will not use contractors:
 - (1) which directly results in the lay-off or displacement of employees, or
 - (2) to do the work of employees on lay-off, or
 - (3) to do the work of a displaced employee who is working outside their regular job classification.

ARTICLE 3 - TECHNOLOGICAL, AUTOMATION, LAYOFF AND OTHER CHANGES

This Article will not interfere with the right of the Employer to introduce new methods of operation.

The purpose of the following provisions is to preserve job security and stabilize employment and to protect as many regular employees as possible from the loss of employment because of new measures, policies, practices or technological change.

3.1 Bumping

If a job is eliminated under this Article, employees affected shall have the right to transfer to a job in line with seniority, provided such transfer does not affect a promotion and provided further that the employee possesses the ability to perform the duties of the new job. Employees affected by such rearrangement of jobs shall similarly transfer to jobs in line with seniority and ability. This language will apply to layoff.

3.2 Notice of Displacement

If a job is eliminated under this Article, employees affected will be given reasonable notification in advance and allowed a training period to acquire the necessary skill for retaining employment with the Employer commensurate with their seniority and ability. Reasonable expenses approved by the Employer for such retraining will be borne by the Employer.

This Article does not apply during layoff.

3.3 Displacement

The Employer agrees that, whenever possible, no employee shall lose employment under this Article, and the Employer shall utilize normal turnover of staff to absorb such displaced employees. However, when necessary to reduce staff, it will be done as outlined in Article 6.2 - Promotion, Demotion, Transfer, Release and 6.5 - Reduction in the Workforce.

ARTICLE 4 - DISCUSSION OF DIFFERENCES

4.1 Personnel Committee

The Employer shall appoint and maintain a committee to be called the Personnel Committee, one member of which shall be designated as Chairperson. The Employer at all times shall keep the Union informed of the individual membership of the Committee.

4.2 Grievance Investigations

Where an employee has asked or is obliged to be represented by the Union in relation to the presentation of a grievance and a Shop Steward or a Union Committee member wishes to discuss that grievance with that employee, the employee and the Shop Steward or the Union Committee member shall, where operational requirements permit, be given reasonable time off without loss of pay for this purpose where the discussion takes place at the Employer's place of business.

No Shop Steward, Union Committee member, or employee shall leave their work without obtaining the permission.

Shop Stewards or Union Committee members shall be permitted to represent an employee's interest without loss of pay when such meetings are scheduled during the Shop Steward's or Union Committee member's hours of work.

4.3 Grievance Procedure

- (a) The Employer and the Union recognize that grievances may arise concerning:
- (1) Differences between the parties respecting the interpretation, application, operation or any alleged violation of a provision of this Collective Agreement, including a question as to whether or not a matter is subject to arbitration; or
 - (2) The dismissal, discipline or suspension of an employee bound by this agreement.
- (b) Where an employee has a grievance, their grievance shall be settled as follows:

Step One

The employee, with or without a shop steward or Union Representative (at the employee's option) shall first discuss the grievance with the Employer's designee within 10 calendar days of the occurrence of the grievance. In this first step, both parties shall make every effort to settle the dispute and shall disclose the reasons for their respective positions. If the grievance is not settled at this step, then;

Step Two

The grievance shall be reduced to writing by:

- (1) recording the grievance in writing, setting out the nature of the grievance;
- (2) stating the Article of the Agreement infringed upon or alleged to have been violated and the remedy or correction required;
- (3) the grievance shall be signed by the employee and the Union Committee member;
- (4) within 10 calendar days of receipt of the written grievance, the Employer's designate shall give their written reply.
- (5) formal discussion at this stage shall take place during working hours, at a time and place mutually agreed to by the Employer's designate and the Union Representative. Failing a satisfactory settlement at this stage, then:

Any general grievance with respect to the above may be initiated by the Staff Union and shall be submitted at Step Two of the grievance procedure.

Step Three

The Union Committee and the Personnel Committee shall meet and, at this step of the grievance procedure, each party shall provide to the other a statement of facts and all relevant documents. If the grievance is not settled at this step, the parties may access the resolution mechanisms provided by the Collective Agreement.

(c) Employees dismissed or suspended for alleged cause shall have the right within 10 calendar days after the date of dismissal or suspension to initiate a grievance at Step Three of the grievance procedure.

4.4 Conduct of Grievance Procedure*(a) Arbitration Board Hearings*

Where operational requirements permit, the Employer shall grant leave without loss of pay to a reasonable number of employees representing the Union before an Arbitration Board, provided the dispute involves the Employer.

(b) Employee Called as a Witness

The Employer shall grant leave without loss of pay to an employee called as a witness by an Arbitration Board and, where operational requirements permit, leave without loss of pay to an employee called as a witness by the Union, provided the dispute involves the Employer.

(c) Introduction of Evidence

The parties agree to disclose all facts and exchange all documents relating to disciplinary action at Step Three of the grievance procedure. The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee, the existence of which the employee was not aware at the time of filing or within a reasonable period thereafter.

(d) Notice of Disciplinary Action Destroyed

Notice of disciplinary action which may have been placed on the personnel file of an employee shall be destroyed after 12 months have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.

(e) Picket Lines

Employees shall have the right to respect a legal picket line.

4.5 Troubleshooter

Where a difference arises between the parties relating to the dismissal, discipline, or suspension of an employee, or to the interpretation, application, operation, or alleged violation of this Agreement, including any question as to whether a matter is arbitrational, during the term of the Collective Agreement, an individual agreed to by the parties, shall at the request of either party:

(a) investigate the difference;

(b) define the issue in the difference, and

(c) make written recommendations to resolve the difference within five calendar days of the date of receipt of the request, and for those five calendar days from that date, time does not run in respect to the grievance procedure.

**Note 1: Parties agree to evaluate the effectiveness of the new additions to the troubleshooter list and discuss the appropriateness of their continued listing.*

4.6 Reinstatement of Employees

If, prior to the constitution of an Arbitration Board pursuant to this contract, it is found that an employee has been unjustly laid off, suspended or discharged, that employee shall be reinstated by the Employer without loss of pay, with all their rights, benefits and privileges which they would have enjoyed if the lay-off, suspension or discharge had not taken place.

4.7 Expedited Arbitration

(a) All grievances shall be considered suitable for and resolved by expedited arbitration except grievances in the nature of:

- (1) dismissals
- (2) rejection on probation
- (3) suspensions in excess of 10 working days
- (4) policy grievances
- (5) grievances requiring substantial interpretation of a provision of the collective agreement
- (6) grievances requiring presentation of extrinsic evidence
- (7) grievances where a party intends to raise a preliminary objection
- (8) demotions
- (9) grievances arising from a duty to accommodate

By mutual agreement of the parties, a grievance falling into any of these categories may be resolved by expedited arbitration.

(b) The parties shall mutually agree upon an arbitrator who shall be appointed to hear the grievance or group of grievances. Where the parties do not agree upon an arbitrator, the arbitrator will be chosen on a rotating basis from the list.

(c) The location of the hearing is to be agreed to by the parties but will be at a location central to the geographic area in which the dispute arose.

(d) As the process is intended to be non-legal, lawyers will not be used to represent either party.

(e) All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.

(f) The decision of the arbitrator is to be completed on the agreed to form and mailed to the parties within three working days of the hearing.

(g) All decisions of the arbitrators are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.

- (h) All settlements of proposed expedited arbitration cases made prior to the hearing shall be without prejudice.
- (i) The parties shall equally share the costs of the fees and expenses of the arbitrator.
- (j) The expedited arbitrators, who shall act as sole arbitrators shall be Zorica Bosancic or Mike Dumler or a substitute mutually agreed to by the parties.
- (k) The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 5 - Arbitration.
- (l) It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration proceeding.
- (m) Any suspension for alleged cause that is not dealt with under this section shall be referred immediately to Article 5 - Arbitration for resolution.

4.8 Personnel Files

An employee, or a designated representative of the Union, with the written authority of the employee, shall be entitled to review the employee's personnel file, in order to facilitate the investigation of a grievance or an employee may review their file for personal reference.

The employee or Union shall give the Employer seven calendar days' notice prior to examining the file.

The Employer shall provide a copy of the file to the employee within 14 calendar days.

The personnel file shall not be made public or shown to any other individual without the employee's written consent, except in the proper operation of the Employer's business and/or for the purposes of the proper application under this Agreement.

ARTICLE 5 - ARBITRATION

5.1 Composition of Board

If the two parties are unable to resolve any difference, grievance, or dispute whatsoever, arising between the Employer and the Union, such difference, grievance, or dispute, etc., including any question as to whether any matter is arbitrable, but excluding renegotiation of the Agreement, shall at the insistence of either party, be referred to the arbitration, determination and award of an Arbitration Board of three members, or a sole arbitrator, by mutual agreement.

Such Board shall be deemed to be a Board of Arbitration within the meaning of the *Labour Code* of the Province of British Columbia. One member is to be appointed by the Employer, one by the Union, and the third, who shall be the Chairperson of the Arbitration Board, by the two thus appointed.

The decision of the said Arbitrators, or any two of them, made in writing in regard to any difference or differences, shall be final and binding upon the Employer, the Union, and the employees concerned.

5.2 Reinstatement of Employees

If the Arbitration Board finds that an employee has been unjustly laid off, suspended or discharged, that employee shall be reinstated by the Employer and the Board may order that this reinstatement be without loss of pay, and with all their rights, benefits and privileges which they would have enjoyed if the layoff, suspension or discharge had not taken place.

Provided, however, if it is shown to the Board that the employee has been in receipt of wages during the period between lay-off, suspension or discharge and reinstatement, the amount so received shall be deducted from wages which may be payable by the Employer pursuant to this clause, less any expenses which the employee has incurred in order to earn the wages so deducted.

5.3 Authority of Arbitration Board

The Arbitration Board shall have the power to settle the terms of the question to be arbitrated.

5.4 Expenses of Arbitration Board

Each party shall bear the expenses of the Arbitrator appointed by such party, and shall pay half of the expenses of the Chairperson and of the stenographic and other expenses of the Board, unless paid by the Labour Relations Board.

ARTICLE 6 - SENIORITY

6.1 Calculation of Seniority, Probationary Period and Portable Benefits

(a) Calculation of Seniority:

(1) Regular Full-Time Employees:

Regular full-time employees will accrue seniority on an initial date of employment basis.

(2) Regular Part-Time and Casual Employees:

Regular part-time and casual employees will accrue seniority on a basis of hours paid. In the event a part-time or casual employee is awarded a full-time position their date of employment will be determined by dividing their total hours paid by 1820 to determine an adjusted initial date of hire.

(b) Probationary Period

(1) Employees shall serve a six calendar month probationary period.

(2) Upon completion of the probationary period, the initial date of employment shall be the anniversary date of the employee for the purpose of determining benefits and seniority.

(3) During the six calendar month probationary period, an employee may be terminated for just and reasonable cause. If an employee is retained beyond the Probationary Period, then for the purpose of determining perquisites and seniority, the initial date of employment shall be considered the anniversary date of the employee.

6.2 Promotion, Demotion, Transfer, Release

In the release, demotion, transfer or promotion of employees, required qualifications shall be the primary consideration. However, where two or more employees have indicated their interest in the same promotion or transfer, then the employee with the most seniority shall be given the promotion or transfer, provided they have the ability to perform the job.

Internal applicants shall be given priority in the awarding of all posted positions, provided they have the ability to perform the job.

It is understood that a request made by the Employer or an employee for any promotion or transfer resulting in a geographical move shall not be unreasonably denied.

6.3 Qualifying Period

If an employee is promoted or transferred to a job, the classification for which the Union is the certified bargaining authority then the promoted or transferred employee shall be considered a qualifying employee in the new job for a period of three calendar months.

In no instance during the qualifying period shall such an employee lose seniority or perquisites. However, if an employee has been promoted or transferred and during the aforementioned three calendar month period is found unsatisfactory in the new position, then the promoted or transferred employee shall be returned to their former job and increment step before the promotion or transfer took place, without loss of seniority and any other employee hired, promoted or transferred because of the rearrangement of jobs, shall be returned to their former job and pay rate without loss of seniority and accrued perquisites.

Employees requesting to be relieved of a promotion or transfer during the qualifying period in the new job shall return to their former job classification without loss of seniority or perquisites on the same basis outlined in Paragraph 2 of this Section.

6.4 Transfers

A regular employee transferred to a job with the same pay rate structure as their former job will retain their former anniversary date.

A regular employee requesting a transfer to a job with the same pay rate structure as their former job, who has the experience in or possesses the ability to perform the duties of the new job, shall retain the pay rate and anniversary date of their prior job.

A regular employee requesting a transfer to a job with the same pay rate structure as their former job who does not have prior experience or ability to qualify as above shall complete a three calendar month qualifying period.

6.5 Reduction in the Work Force

(a) In the event of a reduction in the work force, the Union and the Employer will meet to discuss voluntary options such as, but not limited to, early retirement and job sharing. During the lay-off notice period, employees may utilize up to 10 hours per week to pursue other employment opportunities and may use the employer's equipment for any preparation for the same. Any additional time needed may be discussed with the employee's supervisor.

(b) Laid-off employees with more than one year's seniority shall retain their seniority and perquisites accumulated up to the time of lay-off for a period of one year and will be rehired on the basis of "*last off-first on*" if the employee possesses the capability of performing the duties of the vacant job. Laid-off employees failing to report for work of an ongoing nature within seven calendar days of the date of receipt of notification by registered mail shall be considered to have abandoned their right to re-employment. Employees requiring to give two weeks' notice to another employer shall be deemed to be in compliance with the seven calendar day provision.

(c) *Notice of Lay-off*

The Employer shall give regular employees the following written notice of lay-off or normal pay for the period in lieu of notice:

- (1) - less than two years' seniority - 31 calendar days;
- (2) - two or more years' seniority but less than three years' seniority
- two calendar months
- (3) - three or more years' seniority but less than four years' seniority
- three calendar months
- (4) - four or more years' seniority but less than five years' seniority
- four calendar months
- (5) - five or more years' seniority - six calendar months

(d) Where operational requirements, arising from a strike, demand the temporary lay-off of staff, the above notice of lay-off shall not apply.

6.6 Re-Employment after Voluntary Dismissal for Cause

Should any employee, terminated by the Employer, or who voluntarily leaves the Employer's service, be re-employed for a job they formerly held, they will be required to serve three months' probation provided that the period between termination and re-employment has been less than one year or for the period of the unexpired term of the Collective Agreement between the Teaching Support Staff Union and the BCUWU, whichever period of time is the greater.

Portable benefits and perquisites, as outlined in Article 6.1(a)(2) - Calculation of Seniority, Probationary Period and Portable Benefits earned during the previous term of employment will be reinstated; however, the employee's seniority date will be the date of re-employment.

6.7 Supervisory - Elected office or Military Service

It is understood that service with the Armed Forces of Canada in time of war or compulsory military service, or service with the Employer as a supervisory employee, or service as an elected official, does not constitute a break in the continuous service and shall not affect an employee's seniority rights.

6.8 Seniority Dates and Hours

Upon request, the Employer agrees to make available to the Union the seniority dates and hours of any employees covered by this Agreement. Such seniority dates and hours shall be subject to correction for error on proper representation by the Union.

6.9 Job Descriptions

The Employer agrees to draw up Job Descriptions for all new jobs and classifications for which the Union is the certified bargaining agent.

Said Job Descriptions will be presented in writing to the Union and shall become the recognized Job Descriptions unless written notice of objection thereto, set out in specific detail, is given by the Union within 30 calendar days.

6.10 Job Postings and Applications

(a) In the change of the assignment of duties, the Employer agrees that the change is consistent with operational requirements and the provisions of the Collective Agreement and is not capricious, arbitrary, discriminatory or in bad faith, and the Employer further agrees to take into consideration those employees who have indicated their wish to change an assignment in writing.

(b) If a vacancy occurs or a new job is created for which Union personnel might reasonably be expected to be recruited, such vacancy or job, provided it has a duration of 60 calendar days or more, shall, before being filled, be posted for a minimum of 10 calendar days in a manner which gives all employees access to such information.

(c) The Employer will also consider applications from those employees with the required seniority who are absent from their normal places of employment because of approved leave of absence under Article 7 - Leave of Absence or 11.2 - Maternity, Parental and Adoption Leave of Absence, sick leave or annual vacation, and who have filled in an application form, before each absence, stating the jobs they would be interested in applying for should a vacancy occur during their absence.

(d) Wherever practicable, qualified employees who have indicated their desire to relieve in short-term, un-posted promotional positions shall be given the opportunity in accordance with the provisions of Article 6.2 - Promotion, Demotion, Transfer, Release. If the application of this provision in this paragraph requires the Employer to pay overtime to any employee, the proposed move will be considered impracticable.

(e) It is further agreed that employees who are not regularly scheduled shall be given consideration in filling vacancies or new jobs, provided that they have the required qualifications for the job before any new employees are taken on staff.

(f) This will in no way restrict the Employer from making temporary appointments pending the posting and consideration of Staff Union personnel.

(g) Once the Employer has filled a vacancy, a copy of the posting bearing the successful applicant's name shall be posted within five calendar days of the filling of the posting for a minimum of 10 calendar days at all Provincial and Regional Offices.

The unsuccessful applicant(s) to a job posting will be notified of the decision verbally or in writing prior to the official announcement of the successful applicant. Mailing constitutes notice.

(h) In the event there is no qualified applicant for a posted position, the Employer may request that an employee fill the position.

(i) The Employer shall immediately forward a copy of all job postings and a copy bearing the name of the successful applicant for all job postings to the Union Secretary.

(j) The Employer will notify the Union of their intention to not fill a vacancy.

6.11 Relieving in Higher and Lower-Rated Positions

In the event of an employee relieving in a higher-rated job, the employee shall receive the corresponding increment rate of the new position, or a minimum increase of \$20 per month proportionate to the time worked, whichever is greater, after not less than one work day, retroactive to the start of the relief period.

Maximum increment rates in the higher range shall not be exceeded by the application of this clause.

In cases where an employee is required to transfer temporarily to a lower position classification, such employee shall incur no reduction in wages because of such transfer.

Employees temporarily assigned to the duties of excluded personnel outside the contract will receive a minimum of 10% more than the highest rate for his or her classification if so employed for one or more work days, retroactive to the start of the relief period, providing such adjustments do not exceed the rate of the excluded personnel.

ARTICLE 7 - LEAVE OF ABSENCE

7.1 Unpaid Leave

Requests by employees for unpaid leaves of absence shall be made in writing to the designated Representative of the Personnel Committee and may be granted at the Employer's discretion. The employee shall give at least seven calendar days' notice to minimize disruption of staff. The Employer will make every effort to comply with such requests. Notice of the Employer's decision shall be given in writing as soon as possible.

7.2 Unpaid Leave - After Three Years

For every three years' continuous service, an employee may request, in writing, an extended unpaid leave of absence giving the longest possible advance notice. Every effort will be made wherever practicable to comply with such requests. Notices granting such leaves shall be in writing.

7.3 Unpaid Leave Affecting Benefits

Any employee granted unpaid leave(s) of absence totaling up to 20 work days in any year shall continue to accumulate seniority and all benefits and shall return to their former job.

Unless otherwise mutually agreed, if unpaid leave(s) of absence exceed 20 working days in any year, the employee shall not accumulate benefits from the 21st day of the unpaid leave to the last day of the unpaid leave, but shall accumulate benefits and receive credit for previously earned benefits upon expiration of the unpaid leave.

7.4 Unpaid Leave - Union Business

Unpaid leaves of absence shall be granted to designated Union members to transact Union business, including negotiations, unless this would unduly interrupt the Employer's work. The Union shall give reasonable notice of at least 14 days to minimize disruption of staff.

The Employer shall retain employees on unpaid leave of absence for Union Business on the Employer's payroll and where such employees are retained, the Union shall reimburse the Employer for the wages and benefits involved.

7.5 Compassionate Leave

Paid leave of up to 15 business days may be granted in the event of the death or serious illness striking a close family member or a close friend of an employee.

Such compassionate leave will be granted to employees who are on other paid leaves of absence including sick leave and annual vacations. When compassionate leave of absence with pay is granted, any concurrent paid leave credits used will be restored.

Compassionate leave of absence with pay will not apply when an employee is on an unpaid leave of absence.

7.6 Leave for Public Office

Employees will be granted unpaid leave of absence to enable them to run for elected Public Office, and if elected, to serve their term(s) of office.

Every effort will be made to comply with such requests, providing that replacements to ensure proper operation of the Employer can be found.

7.7 Educational Leave

If the Employer requires employees to take courses for skills upgrading and/or training relative to the Employer's interest, the Employer will grant paid educational leave of absence. Reasonable expenses approved by the Employer will be borne by the Employer.

At the discretion of the Employer, extended educational leaves of absence without pay may also be granted upon application from the employee.

7.8 Special Leave

An employee shall earn special leave credits with pay up to a maximum of 25 work days at the rate of one-half day every four weeks worked. This calculation is based on working the 70-hour, ten-day fortnight schedule.

As special leave credits are used, they will continue to be earned up to the maximum.

Special leave credits may be used for the following purposes:

- (a) Marriage or equivalent commitment ceremony leave - five work days
- (b) Doctor's visits
- (c) Paternity Leave - one work day.
- (d) Serious household or domestic emergency including illness in the immediate family of an employee - up to two work days at one time.
- (e) Leave for one work day may be added to three work days' compassionate leave.
- (f) Leave of three work days may be taken for travel associated with compassionate leave.
- (g) Adoption Leave - one work day.

If a regular full-time or regular part-time employee has not earned sufficient special leave credits, they may request leave of absence without pay.

7.9 Inclement Weather

Where employees are unable to report to work because of inclement weather, where public transportation ceases to operate, such employees shall not suffer any loss of salary or benefits.

7.10 Employment Standards Act of BC

Where this agreement is silent employees are entitled to leave of absence as outlined under Part 6 of the *Employment Standards Act* of BC, including but not limited to compassionate care leave and leave respecting domestic or sexual violence.

ARTICLE 8 - HOURS OF WORK AND OVERTIME

8.1 Hours of Operation

The workweek will comprise of seven days. The normal workweek for all employees shall normally occur between 8:30 a.m. and 5:30 p.m. a day, Monday to Friday.

8.2 Hours of Work

- (a) All full-time employees shall work 35 hours per week and part-time employees shall work less than 35 hours per week. to be scheduled as a nine-day fortnight. No employee will receive benefits superior to those negotiated in the Collective Agreement for their classification and status because of the fact of working a nine-day fortnight.
- (b) The normal workweek subject to the Employer's operational requirements, may be scheduled (under the scheduling provision of the Collective Agreement) to work on a schedule as mutually agreed, with one day off every other Monday or Friday.
- (c) Any employee required to be "on call" during their meal period is to work and be paid for a full shift with the meal period included within that full shift.
- (d) There will be no change to hours of work without meetings between the parties.

8.3 Out-of-Town Assignments

All out-of-town itineraries, upon being developed by the Employee concerned, shall be subject to clearance from the appropriate officer of the Employer, and shall be arranged so that the actual flying, or driving, or train transportation time as the case may be, along with the actual time spent in meetings each day will be accommodated as far as possible into an average of 7.8 hours worked per day spread on the number of days or part thereof spent on the itinerary.

Overtime pay will not be applicable for work on such out-of-town assignments. However, if such authorized itinerary involves out-of-town traveling or otherwise working on a Saturday or Sunday or a Statutory Holiday or a day of vacation, the employee concerned shall be allowed to bank two days in lieu of each such day or portion thereof so worked. They shall then take the day(s) banked at a time mutually arranged with the Employer's designate.

It is understood that the requirement for out-of-town work on such days aforementioned shall be the exception rather than the rule and itineraries shall be designed accordingly.

8.4 Consecutive Work Days

No employee will be required to work more than six consecutive workdays without receiving a minimum of two consecutive days off-duty.

8.5 Split Shifts

No split shifts will be worked except in cases of emergency.

8.6 Overtime

The Employer will endeavor to keep overtime to a minimum.

Employees required to work in excess of the hours of work as outlined in Article 8.2 - Hours of Work or who are requested to work on their scheduled off-duty day(s) are subject to the following provisions:

- (a) No overtime shall be worked by an employee without the prior approval of the Employer.
- (b) All other employees required or requested to work overtime shall be granted compensating time off at the applicable overtime rate in lieu of overtime pay.
- (c) The following shall apply:
 - (1) In lieu of any and all claims to overtime, an employee may bank compensating time off credits at the rate of five work days per semester, which shall entitle the employee to five compensating days off within every semester, to be taken as half days whole days or accumulated days off as may mutually be agreed between employees and Employer.
 - (2) The Employer may request each employee to schedule days off accrued under that provision no more than 12 months in advance.
 - (3) Days off earned under subparagraph (1) shall be taken at a mutually agreeable time.
 - (4) Time off under subparagraph (1) shall accrue for periods during which employees are at work, on vacation or on sick leave, except that employees who are absent from work on sick leave or other leaves of absence for more than one-half of a calendar quarter shall receive time off in proportion for time actually worked. Time spent by employees on paid vacation shall not be considered an absence from work for purposes of this subparagraph.
 - (5) Employees who are required or requested to perform overtime work on weekends associated with job actions, contract negotiations, educationals, employer-sponsored political activity and/or required to represent the Union in arbitration hearings or troubleshooter hearings shall be granted compensating time-off, in addition to that specified in paragraph (1). This additional compensating time off shall be granted on a double-time basis.
 - (6) If an employee works less than the hours of work outlined in Article 8.2 - Hours of Work, such time shall be deducted from overtime earned.

8.7 Per Diem Allowance

The Employer shall pay per diem allowances for allowable expenses in accordance with Article 14 - Per Diem Allowances and Meal Allowance, as outlined in the TSSU by-laws.

ARTICLE 9 - STATUTORY HOLIDAYS AND ANNUAL VACATIONS

9.1 Statutory Holidays

All employees, working one full time per year, will be entitled to 13 Statutory Holidays and such other holidays as may in future be proclaimed or declared by either the Provincial or Federal Governments:

New Year's Day	B.C. Day
Family Day	Labour Day

Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
May Day	Christmas Day
Victoria Day	Boxing Day
Canada Day	

Statutory Holidays shall be granted on the basis that employees shall be scheduled off from work, exclusive of Annual Vacations, a minimum of 117 days per year (two days per week plus a minimum of 13 Statutory Holidays).

If at the end of a year (52 weeks) dating from an employee's first scheduled shift in January), an employee has not had a minimum of 117 days off, they will be paid extra at time and one-half rates for each day by which their total number of days off falls short of 117, except that they will not again be paid for any day for which they were paid at the rate of time and one-half under Article 8.6 - Overtime.

9.2 Premium Pay for Stats Worked

All employees required to work on Employer-scheduled Statutory Holidays will receive pay at the rate of time and one-half for the time worked, in addition to their regular monthly pay rate and will have such Statutory Holiday rescheduled in addition to such overtime pay

Employees required to work on Employer-scheduled Statutory Holidays will receive pay at the rate of double time for the time worked, or may receive one paid discretionary day off, at a time mutually agreed upon between the employee and the Employer.

9.3 Work on Scheduled Days Off

Employees required to work on scheduled days off, excluding flex days, will receive pay at the rate of time and one-half for the time worked, in addition to their regular monthly pay rates, but will not have the day off rescheduled.

9.4 Stat Entitlement Upon Termination

If an employee terminates during the year, they shall be entitled to the same portion of 117 days off that their period of service in the year bears to a full year.

9.5 Scheduling of Stats

(a) Every effort will be made to schedule such Statutory Holidays, or their equivalent days, as additions to the employee's two regularly scheduled days off per week so that employees will receive as many three-day breaks during each year as possible.

(b) TSSU offices will be closed when the University is closed for Christmas and other reasons. Regular wages shall continue, and the time, shall be counted as time worked.

9.6 Stats and Annual Vacation

If a Statutory Holiday occurs within an employee's vacation period, an extra day's vacation will be allowed for each Statutory Holiday so occurring.

9.7 Vacations

All employees shall be credited for and granted vacations earned each year on the following basis:

- (a) New employees will receive vacation time based on total number of calendar months of employment they will have completed as of the following July 1st.
- (b) Employees who have worked 35 hours per week, based on the 70-hour nine-day fortnight schedule, with one or more years of continuous service shall have earned the following vacation with pay:
 - 1 - 4 years' continuous services - five weeks vacation
 - 5 - 9 years' continuous services - six weeks vacation

For every year thereafter seven additional working hours vacation to a maximum of eight weeks vacation.

- (c) Should the vacation calculation under (a) above result in an employee having a negative vacation balance at the end of their employment, the employee and Employer shall negotiate a repayment plan. The employee shall have the right to Union representation in such negotiation, and a copy of any agreement shall be sent to the Steward of the Union.
- (d) Part-time and casual employees receive vacation on a pro-rated basis.

9.8 Vacation Scheduling and Vacation Pay

The pay for an annual vacation to which an employee is entitled shall be paid in one payment to the employee at least one day before the beginning of the employee's annual vacation, or at the employees' option by deposit on the regular pay date.

All employees must notify the Employer in writing on the form provided prior to March 1st of each year with their choice of vacation periods, indicating first, second, third and fourth choices. The Employer shall notify employees of vacations that are approved by April 30th.

9.9 Splitting Vacation Periods

Annual vacations for employees will be granted in one continuous period but, may upon request from the employee, be divided into not more than four periods, subject to the approval of the Employer.

9.10 Choice of Vacation Periods

Choice of vacation periods shall be granted to employees on the basis of seniority.

Employees wishing to split their vacations shall exercise seniority rights in the choice of the first vacation period. Seniority shall prevail in the choice of the second vacation period, but only after all other "first" vacation periods have been posted. Seniority shall also prevail in the choice of the third vacation period, but only after all other "first" and "second" vacation periods have been posted. Seniority shall also prevail in the choice of the fourth vacation period, but only after all other "first", "second" and "third" vacation periods have been posted. Seniority shall also prevail in the same manner for subsequent vacation periods.

9.11 Vacations Non-Accumulative

- (a) Vacation time shall not be cumulative from year to year, except:
- (1) Employees will provide an accounting of time worked, and vacation owed at least once per semester. In the Fall semester, this shall be provided to the employer no later than December 1st.
 - (2) In the event that the accounting of time worked and vacation owed indicates that vacation remains outstanding, the Employer may approve the holding over of up to seven days of vacation to the next year. Such requests shall not be unreasonably denied.
 - (3) Other than hold overs approved by the Employer as above, all other vacation will be scheduled and taken within the year.
- (b) Employees who are unable to schedule a vacation period(s) due to illness or disability, or whose vacation period(s) is displaced due to disability or illness, shall if possible reschedule such vacation within the calendar year. If necessary, however, such employees shall be permitted to carry over unused.

Employees who are unable to schedule a vacation period(s) due to illness or disability, or whose vacation period(s) is displaced due to disability or illness, shall if possible reschedule such vacation within the calendar year. If necessary, however, such employees shall be permitted to carry over unused vacation time into the next calendar year. Vacation so carried over shall in any event be taken within 12 months of the employee's return to work following the period of illness or disability.

9.12 Vacation Entitlement Upon Dismissal

Employees dismissed for cause will receive their earned vacation allowance to which they would have been entitled pursuant to Article 9.7 - Vacations had they not been dismissed.

9.13 Reinstatement of Vacation Days - Call-Back

Employees who have commenced their annual vacation shall not be called back to work, except in cases of extreme emergency. If such occurs, an employee shall receive two times their applicable rate of pay for all hours worked or shall be entitled to time and one-half pay and shall have the vacation period rescheduled at a mutually agreeable time. All reasonable travel expenses incurred shall be reimbursed to the employees.

In the event of a strike by members of the TSSU, employees may be called back to work at the discretion of the Employer and overtime rates shall not apply.

ARTICLE 10 - CONDITIONS OF EMPLOYMENT**10.1 Unusual Job Requirements of Short Duration**

The nature of the Employer's business is such at times it is necessary for an employee to perform work not normally required in their job and, therefore, the requirements of the moment shall determine the type of work to be performed. It is understood that an employee will not be expected to perform a task for which they are not adequately trained.

10.2 Employer's Notice of Termination

The Employer will give employees three months' notice in writing or three months' pay in lieu of notice where services are no longer required except for employees dismissed for cause. The period of notice must be for time to be worked and must not include vacation time.

Employees dismissed for cause shall have the right, within seven work days after dismissal, to follow the established grievance procedure.

Refusal to cross a legally established picket line shall not constitute "cause" for dismissal.

10.3 Employee's Notice of Termination

Employees shall make every effort to give 28 calendar days' notice when terminating their employment.

Employees leaving with less than 14 but more than seven calendar days' notice shall be paid their earned vacation less 2%; for example:

employees entitled to 8% shall be paid 6%

employees entitled to 10% shall be paid 8%; etc.

Notwithstanding the foregoing, if the employee can show reasonable cause for giving less than 14 calendar days' notice, the employee shall be paid all earned vacations.

The period of notice must be for time to be worked and must not include vacation time.

10.4 Employment Abandoned

Any employee who fails to report to work and does not notify the TSSU office within three work days and who cannot give an acceptable reason for their absence shall be considered as having abandoned their position. Accrued seniority and all other benefits normally provided are forfeit at abandonment. Earned vacation days and any remaining compensating time off credits must be paid out.

ARTICLE 11 - GENERAL PROVISIONS

11.1 Sick Leave

(a) Each employee shall have 18 days of sick leave credits upon commencement of employment. Following completion of the first year of employment, sick leave credits with pay shall be granted on the basis of one and one-half days per month, cumulative from the date of employment. This rate is calculated based on the 70-hour, nine-day fortnight schedule.

There shall be no limit to the number of sick leave credit(s) accumulated, but the employee can only utilize sick leave credits upon accumulation.

(b) Sick leave with pay is only payable because of sickness or temporary disability and employees who are absent from duty more than three days of scheduled because of sickness may be requested to provide proof of illness. Any employee who fails to comply with this regulation upon request shall be considered as having left the employ of the Teaching Support Staff Union.

Employees will notify the Employer as promptly as possible of any absence from duty because of sickness and employees will be expected to notify the Employer prior to their return. Employees who

have been absent due to sickness for a period of 45 calendar days or more must notify the Employer one calendar week prior to returning to work.

(c) Sick leave pay shall be paid for the one work day or less not covered by the *Workers' Compensation Act*, when the employee has accumulated sick leave credits.

(d) Any employee must apply for sick leave pay to cover periods of actual time lost from work owing to sickness or accident. Where such time lost is due to an occupational sickness, accident, or injury which is covered by the *Worker's Compensation Act*, any sick leave credits used shall be reinstated.

Employees will make every effort to secure Medical and Dental appointments outside their normal working hours. If appointments cannot be secured outside normal working hours, Medical and Dental appointments will qualify for Sick Leave with Pay provided that employees give reasonable advance notice of such appointments to the Employer.

(e) Employees with more than one year's service who are off because of sickness or accident shall at the expiration of sick leave be continued on the payroll under the heading of "*Leave of Absence Without Pay*" for a period of up to 21 work days. Further Leave of Absence periods without pay will be granted upon written request by a medical practitioner. These written requests will be acknowledged in writing. If no written request is received by the Employer within the 21 work days from such an employee explaining their condition, they will be removed from the payroll. The Employer will notify the employee prior to the expiration of the 21 work day clause of this Section.

(f) Employees with less than one year's service who are off because of sickness or accident shall be continued on the payroll under the heading of "*Leave of Absence Without Pay*" for a period of seven work days. Further Leave of Absence periods of seven work days without pay may be granted upon written request. These written requests will be acknowledged in writing. If no written report is received by the Employer within the seven work days from such an employee explaining their condition, they will be removed from the payroll.

(g) All sick leave credits are cancelled when an employee terminates their employment.

11.2 Maternity, Parental and Adoption Leaves of Absence

(a) Maternity Provisions

An employee shall be granted 17 weeks (inclusive of the two week waiting period) maternity leave of absence. The duration of the maternity leave of absence before confinement and subsequent to confinement shall be at the option of the employee.

If an employee is unable to perform the duties of their position prior to the commencement of the maternity leave of absence, the Employer will make every effort to make alternate arrangements.

Medical complications of pregnancy, including complications occurring during the Unpaid Leave of Absence for Maternity reasons preceding the period stated by the *Employment Insurance Act*, will be covered by sick leave credits, providing the employee is not in receipt of maternity benefits from the Employment Insurance Commission or another wage loss replacement plan.

An employee may be asked to provide a doctor's certificate or other evidence that the employee is entitled to maternity leave, and where possible, the employee shall give 14 calendar days' notice prior to the commencement of the maternity leave and shall give seven calendar days' notice prior to return to work.

(b) *Supplemental Employment Benefit Plan*

(1) *Maternity Leave Allowance*

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

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

(2) *Parental or Adoption Leave Allowance*

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

Pursuant to the Supplemental Employment Benefit (SEB) Plan, for those who opt for standard parental leave, the standard parental leave allowance will consist of a maximum of 35 weekly payments, equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and 85% of the employee's basic pay. Where both parents are employees of the Employer, the employees shall determine the apportionment of the 35 weeks standard parental leave allowance between them.

(3) *Extended Parental or Adoption Leave Allowance*

Pursuant to the Supplemental Employment Benefit (SEB) Plan, for those who opt for extended parental leave, the extended parental leave allowance will consist of a maximum of 61 weekly payments equivalent to the overall amount the employee would have received with 35 weekly payments calculated under the standard parental leave allowance. Where both parents are employees of the Employer, the employees shall determine the apportionment of the 35 weekly payments spread out over 61 weeks extended parental leave between them.

(4) *Maternity and/or Parental and/or Pre-Adoption Leave Allowance Repayment*

To be entitled to the maternity, parental, benefit waiting period and/or pre-adoption leave allowances an employee must sign an agreement that they will return to work and remain in the Employer's employ for a period of at least six months after their return to work.

Should the employee fail to return to work and remain in the employ of the Employer for at least six months, the employee shall reimburse the Employer for the maternity, parental, benefit waiting period and/or pre-adoption leave allowance received on a pro rata basis.

(c) *Parental Leave and Adoption Leave*

Upon request, an employee shall be granted up to 62 weeks (inclusive of the two week waiting period) parental leave without pay for the purpose of caring for their newly born or newly adopted child.

In the case of an employee eligible for maternity leave of absence, parental leave shall be granted up to 61 weeks (inclusive of the two week waiting period) and shall commence at the conclusion of the first 17 weeks of the maternity leave.

(d) *Leave of Absence Affecting Employment*

(1) The service of an employee who is on maternity leave of absence shall be considered continuous for the purposes of seniority accumulation and of any pension, medical or other plan beneficial to the employee, and the Employer shall continue to make payment to the plan in the same manner as if the employee were not absent.

(2) The service of an employee who is on parental or adoption leave shall be continuous for the purpose of seniority accumulation and of any pension, medical or other plan beneficial to the employee, and the Employer shall continue to make payment to the plan in the same manner as if the employee were not absent.

(3) An employee who is on maternity, parental or adoption leave shall in no case be covered by the provisions of Article 13 - Transportation Allowance and Other Miscellaneous Expenses.

(4) An employee who resumes employment on the expiration of maternity, parental, or adoption leave, shall be reinstated in all respects in the position the employee previously occupied and with all increments to wages and benefits to which the employee would have been entitled had the leave not taken place.

11.3 Pay Days

The Employer shall implement and maintain paydays every second Friday. Employees shall be paid by cheque or direct deposit (whenever reasonable or possible). Where paydays fall on a non-banking day, cheques will be given prior to the established payday. Pay slips will be issued with each paycheque.

All casual employees who commence employment after the payroll has been prepared will be paid on the next payroll period thereafter.

11.4 Rest and Meal Periods

(a) *Rest Periods with Pay*

Employees working a full shift shall receive one rest period of 15 minutes, and a paid lunch period.

11.5 Jury Duty

An employee who is subpoenaed by the Crown for Jury Duty or as a witness for the Crown or the defense (not being themselves a party to the proceeding) shall continue to receive their regular pay and benefits. The employee shall turn over to the Employer any monies they receive from the court on the days they are normally scheduled to work providing this does not exceed their regular pay rate.

The employee shall not be required to turn over allowances received for traveling and meals.

11.6 Medical Coverage**(a) Medical Plan**

From the initial date of employment, employees and their families (including spouses, common-law spouses, children in the employee's care and dependents) shall be covered by the B.C. Medical Plan.

The Employer shall pay 100% of the premium.

(b) Dental Plan

From the initial date of employment, employees shall be provided with a dental plan.

The dental plan shall cover employees, their spouses (including common law spouses) and children.

The Employer shall pay 100% of the premium.

(c) Long-Term Disability Plan

In the event that the Employer is able to achieve access to a long term disability plan, the parties will reopen negotiations if it becomes reasonable.

(d) Extended Health Care Plan

Upon the initial date of employment, the Employer shall pay the monthly premiums for Extended Health Care coverage for employees and their families (including common-law spouses) under the Blue Cross plan.

(e) Life Insurance

The Employer will provide life insurance in the amount of the employee's annual salary as outlined under Article 15 - Wages and Term of Agreement.

(f) Changes to Benefits Plans

The Employer will not make changes to the benefits plans under this article without the written agreement of the Union, but may change carriers provided they advise the Union and employees at least 60 days before the change takes place.

11.7 Employment Insurance Coverage

All employees affected by this Agreement shall be covered by the *Employment Insurance Act*, or succeeding Acts.

11.8 Pension and/or RRSP

The TSSU agrees that, in the event any TSSU members secure membership in a Pension Plan, it shall seek to enroll its employees in the same plan.

Prior to the above taking place, and in lieu thereof, the Employer will, upon written request by the employee, provide a contribution on each biweekly pay for the employee to deposit to a Registered Retirement Savings Plan (RRSP) of:

- 18% of salary to a maximum of \$500 per bi-weekly pay as of January 4, 2021

These amounts shall be pro-rated for part-time employees.

Once per calendar year, the TSSU may request a copy of a statement from a financial institution that demonstrates the employee has deposited these contributions to an RRSP. The employee may redact from the statement any information beyond that necessary to demonstrate the deposit has occurred.

Should the employee subsequently become eligible for enrolment under the Pension Plan, they shall be enrolled and contributions to the RRSP will cease.

11.9 Continuance of Wages and Perquisites

In the event of a strike by members of the TSSU, all employees covered by the BC Union Workers' Union certification will continue to receive their full wages and all benefits as set out in this Collective Agreement.

11.10 Fines and Legal Costs

The Employer shall pay all fines and/or legal costs assessed against any of its employees covered by the Certificate of Bargaining Authority when such fines and/or legal costs are incurred in the performance of work on behalf of the Employer. The Employer further agrees that the wages of its employees shall continue to be paid in full where any employee is imprisoned resulting from the performance of work on behalf of the Employer.

11.11 Union Advised of Changes

The Union will be informed in writing of any change contemplated by the Employer, which will affect the terms of this Agreement.

ARTICLE 12 - MONTHLY ALLOWANCES AND OTHER MISCELLANEOUS EXPENSES

12.1 Cellular Phone and Data Plan Allowances

The Employer will provide all staff, who are required to use a cellular phone, with reimbursement of \$50 per month to compensate for their use of a personal cellular phone, including a data plan of at least 4 GB per month of which at least 2 GB per month shall be available for work use. In the event that heavier than normal use is required due to work requirements, reimbursement over and above the \$50 will be provided commensurate with the bill.

12.2 Transportation Allowance

- (a) The Employer has the right to determine and authorize accordingly the type of transportation; that is, airplane, railroad, automobile, etcetera, to be used on any given field assignment.
- (b) The Employer will provide the cost of a three zone bus pass every month.
- (c) In the event an employee must use their personal vehicle, they shall be paid 51¢ per kilometer.
- (d) The Employer will reimburse employees for all legitimate parking fees, ferry and authorized bridge tolls, which accrue while on authorized assignment. Extraordinary travel and servicing expenses will be paid only when authorized by the Employer.

12.3 Per Diem and Meal Allowance

The Employer will provide per diem allowance and reimbursable expenses to employees pursuant to the policies applicable to employees of SFU (policy-AD 3.02).

12.4 Payment of Monthly Allowances and Expenses

All allowances under this article shall be paid on a biweekly basis calculated using the formula:

biweekly rate = monthly rate * 12 / 26.

12.5 Receipt Submission

Requests for reimbursement of payment of all expenses must be submitted within six months of incurring the expenses.

ARTICLE 13 - OCCUPATIONAL HEALTH AND SAFETY

13.1 Worksafe BC Regulations

The Employer agrees to comply with all Occupational Health and Safety regulations of Worksafe B.C.

ARTICLE 14 - AMENDMENTS

Either party desiring to propose changes or amendments to the Wage Schedules or this Agreement shall, during the month of December give notice in writing to the other party of the changes and amendments proposed.

If agreement thereupon is reached and the changes and amendments that have been agreed to and approved by the respective principals, they shall become effective and shall continue in force as changed or amended as per the terms of the Agreement.

All other provisions of the expired Collective Agreement shall remain the same in the new Collective Agreement except as amended through negotiation, interest arbitration, or any written agreement executed by the parties in which they agree to supplement, amend or alter the Collective Agreement.

ARTICLE 15 - CLASSIFICATION AND WAGE SCHEDULES

(a) Employees shall receive annual salary, with wage adjustments, as follows:

	Current	Implementation	Flat Rate Increase \$2550	Flat Rate Increase \$2627	Flat Rate Increase \$2704
Classification		4-Jan-21	11-Jun-21	11-Jun-22	10-Jun-23
Member Representative 1	\$80,340	\$80,000	\$82,550	\$85,177	\$87,881
Member Representative 2	\$99,768	\$90,000	\$92,550	\$95,117	\$97,881

(b) In the event that other positions are established during the term of this agreement, the parties shall meet to determine appropriate wage rates. If agreement is not reached, the matter shall be referred to arbitration for resolution.

ARTICLE 16 - EFFECTIVE AND TERMINATING DATES**16.1 Term of Agreement**

The Agreement shall be effective from June 11, 2020 until June 10, 2023 and will be in force and effect until a new Collective Agreement has been negotiated.

ARTICLE 17 - TITLES IN AGREEMENT

The headings of Sections of this Collective Agreement are for reference only and shall not be considered in the interpretation of this Agreement.

ARTICLE 18 - EDUCATION LEAVE

The parties recognize the value of in-services both to the employees and Employer and shall encourage employees to participate in an in-service. All employees scheduled by the Employer to attend in-service seminars shall receive regular wages.

18.1 Paid Education Leave

Paid education leave will only be utilized to attend relevant courses which are necessary in skills upgrading and/or training in order to enhance an employee's knowledge and abilities in their current position.

Applications for paid education leave shall be submitted giving the longest possible advance notice in writing. Applications will not be unreasonably denied. Paid education leave will not exceed five work days (24 hours) per year and shall not accumulate from calendar year to calendar year.

**ADDENDUM I - PROTOCOL AGREEMENT
HARASSMENT COMPLAINTS INVESTIGATION PROCEDURES****Complaints Investigation***Procedures: Commitment*

The Union and the Employer recognize the right of employees to work in an environment free from harassment, including sexual harassment, and the Employer shall take such actions as are necessary with respect to any person employed by the Employer engaging in sexual or other harassment in the workplace.

The Definition of Harassment, and the process for dealing with complaints, shall be through the TSSU member process, as provided in TSSU policy. Employees shall have full right to file complaints in that process, in relation to allegations of harassment or discrimination.

ADDENDUM II - SAVINGS CLAUSE

In the event that present or future legislation renders null and void or materially alters any provision of this Collective Agreement, the following shall apply:

- (a) The remaining provisions of the Collective Agreement shall remain in full force and effect for the term of the Collective Agreement.

- (b) The Employer and the Union shall, as soon as possible, negotiate mutually agreeable provisions to be substituted for the provisions so rendered null and void or materially altered.
- (c) If a mutual agreement cannot be struck as provided in (b) above, the matter shall be arbitrated pursuant to Article 5 - Arbitration of the Collective Agreement.

ADDENDUM III -PRODUCTION AND PRINTING OF THE AGREEMENT

The Union will produce the Collective Agreement and provide an electronic copy to the Employer. The Employer will provide sufficient copies of the Collective Agreement for each bargaining unit member.

ADDENDUM IV - MEMBER REPRESENTATIVE CORE COMPETENCIES AND PROMOTION

Member Representatives shall have a foundation in advocacy, negotiations, and organizing sufficient to allow them to take on any aspect of the breadth of their role with access to reasonable training and mentorship. They shall be able to take on administrative tasks on as needed basis.

The key duties of a Member Representative are summarized in the table below. A Member Representative II shall be experienced in at least 3 of the 5 core competencies associated with Level II.

<u>Level II</u>	<u>Level I</u>	
<ul style="list-style-type: none"> • <u>Act as spokesperson in negotiations</u> 	<ul style="list-style-type: none"> • <u>Develop proposals, including costing, for bargaining</u> 	<ul style="list-style-type: none"> • <u>Researches, argues, and presents grievances at all stages prior to arbitration</u>
<ul style="list-style-type: none"> • <u>Act as co-counsel or counsel at arbitration hearings</u> 	<ul style="list-style-type: none"> • <u>Developing mobilizing, outreach, campaign, and bargaining strategy</u> 	<ul style="list-style-type: none"> • <u>Mobilizes members towards a campaign, bargaining round, or organizing drive</u>
<ul style="list-style-type: none"> • <u>Act in a core leadership capacity on a new member organizing drive</u> 	<ul style="list-style-type: none"> • <u>Interprets and applies BC Labour Law</u> 	<ul style="list-style-type: none"> • <u>Trains union activists and elected officers in all aspects of member representative work and the labour movement</u>
<ul style="list-style-type: none"> • <u>Act in a core leadership capacity on major campaign(s) to win or defend member rights</u> 	<ul style="list-style-type: none"> • <u>Builds and maintains relationships within the labour movement and student movement.</u> 	<ul style="list-style-type: none"> • <u>Promotes democratic practice in a non-hierarchical organization and works in and with democratic structures</u>
<ul style="list-style-type: none"> • <u>Argue cases and filings, whether for organizing, advocacy, or otherwise, at the Labour Relations Board or other equivalent quasi-judicial bodies.</u> 		<ul style="list-style-type: none"> • <u>Recruits and mentors activists to become involved within the union.</u>

Promotion Process

A Member Representative I who has attained core competency through experience in at least 3 of the 5 Level II areas and expertise in at least 6 of the 9 Level I areas will apply for promotion in writing. Experience while as a rank-and-file member, elected official or staff person shall be considered on an equitable basis based on quantity and scope of the responsibility undertaken. If the Employer agrees, the promotion will be implemented within 30 days of the application. Should the Employer disagree that the threshold for promotion has been achieved, they shall provide a detailed written rationale within 30 days of the application and this decision will be grievable.


A Member Representative I with 5 calendar years of experience of will be automatically promoted to a Member Representative II.

SIGNED ON BEHALF OF

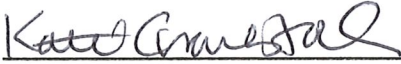
SIGNED ON BEHALF OF

THE UNION:

THE EMPLOYER:



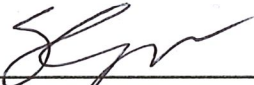
Richard Tones
President



Katie Gravestock
Chief Steward 1



Derek Sahota
Bargaining Committee



Seamus Bright Grayer
Chief Steward 2

Signed this 11 day of June, 2021.

COLLECTIVE AGREEMENT

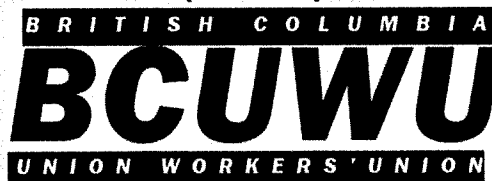
between the

**TEACHING SUPPORT STAFF UNION
(TSSU)**



and the

**BC UNION WORKERS' UNION
(BCUWU)**



Effective from June 11, 2020 to June 10, 2023

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MEMORANDUM OF AGREEMENT

Between:

Teaching Support Staff Union, a trade union, having its registered office and place of business in the City of Burnaby in the Province of British Columbia, hereinafter referred to as the "*Employer*".

PARTY OF THE FIRST PART

and:

BC UNION WORKERS' UNION representing the staff of the Teaching Support Staff Union and employees of the "*Employer*" who are affected by this Agreement and for whom it has certified as being the sole bargaining agency, hereinafter referred to as the "*Union*".

PARTY OF THE SECOND PART

WHEREAS BC UNION WORKERS' UNION is a trade union formed by and including certain employees of the Employer;

AND WHEREAS the parties hereto, with the desire and intention of making their relationship more harmonious and profitable, have concluded to make provision herein for the orderly and expeditious consideration and settlement of all matters of collective bargaining and of mutual interest, including wages, hours, working conditions and the adjustment of grievances, with respect to the employees of the Employer for whom the Union has been certified as bargaining agent;

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto in consideration of the mutual covenants hereinafter contained, agree each with the other as follows:

ARTICLE 1 - RECOGNITION OF THE UNION

1.1 Sole Bargaining Agency

The Employer recognizes the Union as the sole bargaining agency on behalf of the employees for whom the Staff Union has been certified as bargaining agent with respect to wages, hours of work, terms and conditions of employment during the life of this Agreement. The Union does not represent elected officers in paid positions.

1.2 Union Shop

It is agreed that all non-casual employees shall maintain membership in the Union as a condition of employment. All new employees hired shall become members of the Union on the first day of the month following the initial date of employment. Failure to maintain membership in the Union will constitute cause for dismissal.

1.3 Orientation

The Union shall be advised in writing of the names of new employees prior to their start date. A BC Union Workers' Union Executive member, or designate, shall be given an opportunity to meet with new employees at the new employee's place of work. Said meeting shall take place on Employer-paid time, not to exceed 30 minutes, as close to the start date as possible.

1.4 Definition of Employee Status

It is agreed that employees may be classified as:

(a) *Regular full-time employees:*

A regular full-time employee is one who works full-time on a regularly scheduled basis. Regular full-time employees accumulate seniority and are entitled to all benefits outlined in this Collective Agreement.

(b) *Regular part-time employees:*

A regular part-time employee is one who works less than full-time on a regularly scheduled basis. Regular part-time employees accumulate seniority on an hourly basis and are entitled to all benefits outlined in this Collective Agreement. Regular part-time employees shall receive the same perquisites, on a proportionate basis as granted regular full-time employees including the following:

vacations, statutory holidays, sick leave, special leave and seniority.

Special leave credits shall be earned on a proportionate basis but shall be granted as to regular full-time employees. The following benefits: medical, dental, extended health, long-term disability and group life insurance shall be granted in full, regardless of hours worked.

(c) *Casual employees:*

A casual employee is one who works on an on-call basis and/or for assignments with a duration of less than four consecutive months. Casual employees accumulate seniority on an hourly basis and are entitled to all benefits of the collective agreement on a pro rata basis.

1.5 Union Check-Off

The Employer agrees to the check-off of all Union dues and these dues shall be remitted to the Union by the end of the month following their collection.

1.6 Shop Stewards

The Employer agrees to the operation of a Shop Steward system, which shall be governed by the following:

(a) There shall be a Chief Shop Steward appointed by the Union.

(b) The Employer shall be advised of all appointments, resignations or other changes as to the Chief Shop Steward in writing within five working days of the change being effected.

1.7 No Discrimination

The Employer and the Union subscribe to the principles of the *Human Rights Code* of British Columbia.

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

The Union and the Employer recognize the right of the employees to work in an environment free from harassment, including sexual harassment, and the Employer shall take such actions as are necessary with respect to any Union member or person employed by the Employer engaging in sexual or other harassment in the workplace.

This provision shall be administered in the spirit of the Teaching Support Union's Harassment Policy.

1.8 Representation

If an interview is or has become disciplinary in nature, the Employer shall advise the employee of the nature of the discipline, and that they have the right to Union representation.

ARTICLE 2 - MANAGEMENT RIGHTS

2.1 Direction of Work Force

The management of the Employer, and the direction of the employees, including the hiring, firing, promotion and demotion of employees, is vested exclusively with the Employer, except as may be otherwise specifically provided in this Agreement.

The Union agrees that all employees shall be governed by all rules as adopted by the Employer and published to employees by general distribution, provided such rules are not in conflict with this Agreement.

2.2 Notice of New and Changed Positions

(a) *New Positions*

In the event the Employer shall establish any new position, the classification and wage rate for this new position shall be established by the Employer and written notice shall be given to the Union prior to the position being filled, but will not affect the right of the Employer to make temporary appointments. Where the Union provides written notice of objection within 30 calendar days of such notice, the Union and the Employer will discuss the Union's concerns at the next scheduled Labour Management meeting. Unless written notice of objection thereto by the Union is given to the Employer within 30 calendar days after such notice, such classification and wage rate shall be considered as agreed to. If the classification and/or wage rate established by the Employer for such new position is revised as a result of negotiation or arbitration, then the revised classification and wage rate shall be effective from the date when the new position was established.

(b) *Change in Duties*

In the event the Employer shall adopt new methods of operation, the Employer shall give written notice to the Union of those existing jobs which have been affected by such new methods of operation with respect to changes in job content, and/or required qualifications, along with any change in job classification or wage rate.

Where the Union provides written notice of objection within 30 calendar days of such notice, the Union and the Employer will discuss the Union's concerns at the next scheduled Labour Management meeting.

If notice of objection is not received from the Union within 30 calendar days after such notice; then the classification and wage rate shall be considered as agreed to.

If the classification and/or wage rate established by the Employer for such changed jobs is revised as a result of negotiation or arbitration, then the revised classification and wage rate shall be effective from the date of the change in job content and/or requirements.

(c) *Wage Rate Protection*

Any employee whose position is reclassified to one with a lower wage rate through no fault of their own shall maintain their rate of pay and receive 50% of the negotiated wage rate increase applicable to the

employee's new classification. Such employee shall receive the full negotiated wage rate increase when the maximum wage rate of their classification equals or exceeds the wage rate which they are receiving.

2.3 Contracting Out

- (a) It is not the intention of the Employer to replace its regular work force through the use of contracting out.
- (b) The Employer will not use contractors:
 - (1) which directly results in the lay-off or displacement of employees, or
 - (2) to do the work of employees on lay-off, or
 - (3) to do the work of a displaced employee who is working outside their regular job classification.

ARTICLE 3 - TECHNOLOGICAL, AUTOMATION, LAYOFF AND OTHER CHANGES

This Article will not interfere with the right of the Employer to introduce new methods of operation.

The purpose of the following provisions is to preserve job security and stabilize employment and to protect as many regular employees as possible from the loss of employment because of new measures, policies, practices or technological change.

3.1 Bumping

If a job is eliminated under this Article, employees affected shall have the right to transfer to a job in line with seniority, provided such transfer does not affect a promotion and provided further that the employee possesses the ability to perform the duties of the new job. Employees affected by such rearrangement of jobs shall similarly transfer to jobs in line with seniority and ability. This language will apply to layoff.

3.2 Notice of Displacement

If a job is eliminated under this Article, employees affected will be given reasonable notification in advance and allowed a training period to acquire the necessary skill for retaining employment with the Employer commensurate with their seniority and ability. Reasonable expenses approved by the Employer for such retraining will be borne by the Employer.

This Article does not apply during layoff.

3.3 Displacement

The Employer agrees that, whenever possible, no employee shall lose employment under this Article, and the Employer shall utilize normal turnover of staff to absorb such displaced employees. However, when necessary to reduce staff, it will be done as outlined in Article 6.2 - Promotion, Demotion, Transfer, Release and 6.5 - Reduction in the Workforce.

ARTICLE 4 - DISCUSSION OF DIFFERENCES

4.1 Personnel Committee

The Employer shall appoint and maintain a committee to be called the Personnel Committee, one member of which shall be designated as Chairperson. The Employer at all times shall keep the Union informed of the individual membership of the Committee.

4.2 Grievance Investigations

Where an employee has asked or is obliged to be represented by the Union in relation to the presentation of a grievance and a Shop Steward or a Union Committee member wishes to discuss that grievance with that employee, the employee and the Shop Steward or the Union Committee member shall, where operational requirements permit, be given reasonable time off without loss of pay for this purpose where the discussion takes place at the Employer's place of business.

No Shop Steward, Union Committee member, or employee shall leave their work without obtaining the permission.

Shop Stewards or Union Committee members shall be permitted to represent an employee's interest without loss of pay when such meetings are scheduled during the Shop Steward's or Union Committee member's hours of work.

4.3 Grievance Procedure

(a) The Employer and the Union recognize that grievances may arise concerning:

- (1) Differences between the parties respecting the interpretation, application, operation or any alleged violation of a provision of this Collective Agreement, including a question as to whether or not a matter is subject to arbitration; or
- (2) The dismissal, discipline or suspension of an employee bound by this agreement.

(b) Where an employee has a grievance, their grievance shall be settled as follows:

Step One

The employee, with or without a shop steward or Union Representative (at the employee's option) shall first discuss the grievance with the Employer's designee within 10 calendar days of the occurrence of the grievance. In this first step, both parties shall make every effort to settle the dispute and shall disclose the reasons for their respective positions. If the grievance is not settled at this step, then;

Step Two

The grievance shall be reduced to writing by:

- (1) recording the grievance in writing, setting out the nature of the grievance;
- (2) stating the Article of the Agreement infringed upon or alleged to have been violated and the remedy or correction required;
- (3) the grievance shall be signed by the employee and the Union Committee member;
- (4) within 10 calendar days of receipt of the written grievance, the Employer's designate shall give their written reply.
- (5) formal discussion at this stage shall take place during working hours, at a time and place mutually agreed to by the Employer's designate and the Union Representative. Failing a satisfactory settlement at this stage, then:

Any general grievance with respect to the above may be initiated by the Staff Union and shall be submitted at Step Two of the grievance procedure.

Step Three

The Union Committee and the Personnel Committee shall meet and, at this step of the grievance procedure, each party shall provide to the other a statement of facts and all relevant documents. If the grievance is not settled at this step, the parties may access the resolution mechanisms provided by the Collective Agreement.

(c) Employees dismissed or suspended for alleged cause shall have the right within 10 calendar days after the date of dismissal or suspension to initiate a grievance at Step Three of the grievance procedure.

4.4 Conduct of Grievance Procedure*(a) Arbitration Board Hearings*

Where operational requirements permit, the Employer shall grant leave without loss of pay to a reasonable number of employees representing the Union before an Arbitration Board, provided the dispute involves the Employer.

(b) Employee Called as a Witness

The Employer shall grant leave without loss of pay to an employee called as a witness by an Arbitration Board and, where operational requirements permit, leave without loss of pay to an employee called as a witness by the Union, provided the dispute involves the Employer.

(c) Introduction of Evidence

The parties agree to disclose all facts and exchange all documents relating to disciplinary action at Step Three of the grievance procedure. The Employer agrees not to introduce as evidence in a hearing relating to disciplinary action any document from the file of an employee, the existence of which the employee was not aware at the time of filing or within a reasonable period thereafter.

(d) Notice of Disciplinary Action Destroyed

Notice of disciplinary action which may have been placed on the personnel file of an employee shall be destroyed after 12 months have elapsed since the disciplinary action was taken provided that no further disciplinary action has been recorded during this period.

(e) Picket Lines

Employees shall have the right to respect a legal picket line.

4.5 Troubleshooter

Where a difference arises between the parties relating to the dismissal, discipline, or suspension of an employee, or to the interpretation, application, operation, or alleged violation of this Agreement, including any question as to whether a matter is arbitrational, during the term of the Collective Agreement, an individual agreed to by the parties, shall at the request of either party:

(a) investigate the difference;

(b) define the issue in the difference, and

(c) make written recommendations to resolve the difference within five calendar days of the date of receipt of the request, and for those five calendar days from that date, time does not run in respect to the grievance procedure.

**Note 1: Parties agree to evaluate the effectiveness of the new additions to the troubleshooter list and discuss the appropriateness of their continued listing.*

4.6 Reinstatement of Employees

If, prior to the constitution of an Arbitration Board pursuant to this contract, it is found that an employee has been unjustly laid off, suspended or discharged, that employee shall be reinstated by the Employer without loss of pay, with all their rights, benefits and privileges which they would have enjoyed if the lay-off, suspension or discharge had not taken place.

4.7 Expedited Arbitration

(a) All grievances shall be considered suitable for and resolved by expedited arbitration except grievances in the nature of:

- (1) dismissals
- (2) rejection on probation
- (3) suspensions in excess of 10 working days
- (4) policy grievances
- (5) grievances requiring substantial interpretation of a provision of the collective agreement
- (6) grievances requiring presentation of extrinsic evidence
- (7) grievances where a party intends to raise a preliminary objection
- (8) demotions
- (9) grievances arising from a duty to accommodate

By mutual agreement of the parties, a grievance falling into any of these categories may be resolved by expedited arbitration.

(b) The parties shall mutually agree upon an arbitrator who shall be appointed to hear the grievance or group of grievances. Where the parties do not agree upon an arbitrator, the arbitrator will be chosen on a rotating basis from the list.

(c) The location of the hearing is to be agreed to by the parties but will be at a location central to the geographic area in which the dispute arose.

(d) As the process is intended to be non-legal, lawyers will not be used to represent either party.

(e) All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.

(f) The decision of the arbitrator is to be completed on the agreed to form and mailed to the parties within three working days of the hearing.

(g) All decisions of the arbitrators are to be limited in application to that particular dispute and are without prejudice. These decisions shall have no precedential value and shall not be referred to by either party in any subsequent proceeding.

- (h) All settlements of proposed expedited arbitration cases made prior to the hearing shall be without prejudice.
- (i) The parties shall equally share the costs of the fees and expenses of the arbitrator.
- (j) The expedited arbitrators, who shall act as sole arbitrators shall be Zorica Bosancic or Mike Dumler or a substitute mutually agreed to by the parties.
- (k) The expedited arbitrator shall have the same powers and authority as an arbitration board established under the provisions of Article 5 - Arbitration.
- (l) It is understood that it is not the intention of either party to appeal a decision of an expedited arbitration proceeding.
- (m) Any suspension for alleged cause that is not dealt with under this section shall be referred immediately to Article 5 - Arbitration for resolution.

4.8 Personnel Files

An employee, or a designated representative of the Union, with the written authority of the employee, shall be entitled to review the employee's personnel file, in order to facilitate the investigation of a grievance or an employee may review their file for personal reference.

The employee or Union shall give the Employer seven calendar days' notice prior to examining the file.

The Employer shall provide a copy of the file to the employee within 14 calendar days.

The personnel file shall not be made public or shown to any other individual without the employee's written consent, except in the proper operation of the Employer's business and/or for the purposes of the proper application under this Agreement.

ARTICLE 5 - ARBITRATION

5.1 Composition of Board

If the two parties are unable to resolve any difference, grievance, or dispute whatsoever, arising between the Employer and the Union, such difference, grievance, or dispute, etc., including any question as to whether any matter is arbitrable, but excluding renegotiation of the Agreement, shall at the insistence of either party, be referred to the arbitration, determination and award of an Arbitration Board of three members, or a sole arbitrator, by mutual agreement.

Such Board shall be deemed to be a Board of Arbitration within the meaning of the *Labour Code* of the Province of British Columbia. One member is to be appointed by the Employer, one by the Union, and the third, who shall be the Chairperson of the Arbitration Board, by the two thus appointed.

The decision of the said Arbitrators, or any two of them, made in writing in regard to any difference or differences, shall be final and binding upon the Employer, the Union, and the employees concerned.

5.2 Reinstatement of Employees

If the Arbitration Board finds that an employee has been unjustly laid off, suspended or discharged, that employee shall be reinstated by the Employer and the Board may order that this reinstatement be without loss of pay, and with all their rights, benefits and privileges which they would have enjoyed if the layoff, suspension or discharge had not taken place.

Provided, however, if it is shown to the Board that the employee has been in receipt of wages during the period between lay-off, suspension or discharge and reinstatement, the amount so received shall be deducted from wages which may be payable by the Employer pursuant to this clause, less any expenses which the employee has incurred in order to earn the wages so deducted.

5.3 Authority of Arbitration Board

The Arbitration Board shall have the power to settle the terms of the question to be arbitrated.

5.4 Expenses of Arbitration Board

Each party shall bear the expenses of the Arbitrator appointed by such party, and shall pay half of the expenses of the Chairperson and of the stenographic and other expenses of the Board, unless paid by the Labour Relations Board.

ARTICLE 6 - SENIORITY

6.1 Calculation of Seniority, Probationary Period and Portable Benefits

(a) Calculation of Seniority:

(1) Regular Full-Time Employees:

Regular full-time employees will accrue seniority on an initial date of employment basis.

(2) Regular Part-Time and Casual Employees:

Regular part-time and casual employees will accrue seniority on a basis of hours paid. In the event a part-time or casual employee is awarded a full-time position their date of employment will be determined by dividing their total hours paid by 1820 to determine an adjusted initial date of hire.

(b) Probationary Period

(1) Employees shall serve a six calendar month probationary period.

(2) Upon completion of the probationary period, the initial date of employment shall be the anniversary date of the employee for the purpose of determining benefits and seniority.

(3) During the six calendar month probationary period, an employee may be terminated for just and reasonable cause. If an employee is retained beyond the Probationary Period, then for the purpose of determining perquisites and seniority, the initial date of employment shall be considered the anniversary date of the employee.

6.2 Promotion, Demotion, Transfer, Release

In the release, demotion, transfer or promotion of employees, required qualifications shall be the primary consideration. However, where two or more employees have indicated their interest in the same promotion or transfer, then the employee with the most seniority shall be given the promotion or transfer, provided they have the ability to perform the job.

Internal applicants shall be given priority in the awarding of all posted positions, provided they have the ability to perform the job.

It is understood that a request made by the Employer or an employee for any promotion or transfer resulting in a geographical move shall not be unreasonably denied.

6.3 Qualifying Period

If an employee is promoted or transferred to a job, the classification for which the Union is the certified bargaining authority then the promoted or transferred employee shall be considered a qualifying employee in the new job for a period of three calendar months.

In no instance during the qualifying period shall such an employee lose seniority or perquisites. However, if an employee has been promoted or transferred and during the aforementioned three calendar month period is found unsatisfactory in the new position, then the promoted or transferred employee shall be returned to their former job and increment step before the promotion or transfer took place, without loss of seniority and any other employee hired, promoted or transferred because of the rearrangement of jobs, shall be returned to their former job and pay rate without loss of seniority and accrued perquisites.

Employees requesting to be relieved of a promotion or transfer during the qualifying period in the new job shall return to their former job classification without loss of seniority or perquisites on the same basis outlined in Paragraph 2 of this Section.

6.4 Transfers

A regular employee transferred to a job with the same pay rate structure as their former job will retain their former anniversary date.

A regular employee requesting a transfer to a job with the same pay rate structure as their former job, who has the experience in or possesses the ability to perform the duties of the new job, shall retain the pay rate and anniversary date of their prior job.

A regular employee requesting a transfer to a job with the same pay rate structure as their former job who does not have prior experience or ability to qualify as above shall complete a three calendar month qualifying period.

6.5 Reduction in the Work Force

(a) In the event of a reduction in the work force, the Union and the Employer will meet to discuss voluntary options such as, but not limited to, early retirement and job sharing. During the lay-off notice period, employees may utilize up to 10 hours per week to pursue other employment opportunities and may use the employer's equipment for any preparation for the same. Any additional time needed may be discussed with the employee's supervisor.

(b) Laid-off employees with more than one year's seniority shall retain their seniority and perquisites accumulated up to the time of lay-off for a period of one year and will be rehired on the basis of "*last off-first on*" if the employee possesses the capability of performing the duties of the vacant job. Laid-off employees failing to report for work of an ongoing nature within seven calendar days of the date of receipt of notification by registered mail shall be considered to have abandoned their right to re-employment. Employees requiring to give two weeks' notice to another employer shall be deemed to be in compliance with the seven calendar day provision.

(c) *Notice of Lay-off*

The Employer shall give regular employees the following written notice of lay-off or normal pay for the period in lieu of notice:

- (1) - less than two years' seniority - 31 calendar days;
- (2) - two or more years' seniority but less than three years' seniority
- two calendar months
- (3) - three or more years' seniority but less than four years' seniority
- three calendar months
- (4) - four or more years' seniority but less than five years' seniority
- four calendar months
- (5) - five or more years' seniority - six calendar months

(d) Where operational requirements, arising from a strike, demand the temporary lay-off of staff, the above notice of lay-off shall not apply.

6.6 Re-Employment after Voluntary Dismissal for Cause

Should any employee, terminated by the Employer, or who voluntarily leaves the Employer's service, be re-employed for a job they formerly held, they will be required to serve three months' probation provided that the period between termination and re-employment has been less than one year or for the period of the unexpired term of the Collective Agreement between the Teaching Support Staff Union and the BCUWU, whichever period of time is the greater.

Portable benefits and perquisites, as outlined in Article 6.1(a)(2) - Calculation of Seniority, Probationary Period and Portable Benefits earned during the previous term of employment will be reinstated; however, the employee's seniority date will be the date of re-employment.

6.7 Supervisory - Elected office or Military Service

It is understood that service with the Armed Forces of Canada in time of war or compulsory military service, or service with the Employer as a supervisory employee, or service as an elected official, does not constitute a break in the continuous service and shall not affect an employee's seniority rights.

6.8 Seniority Dates and Hours

Upon request, the Employer agrees to make available to the Union the seniority dates and hours of any employees covered by this Agreement. Such seniority dates and hours shall be subject to correction for error on proper representation by the Union.

6.9 Job Descriptions

The Employer agrees to draw up Job Descriptions for all new jobs and classifications for which the Union is the certified bargaining agent.

Said Job Descriptions will be presented in writing to the Union and shall become the recognized Job Descriptions unless written notice of objection thereto, set out in specific detail, is given by the Union within 30 calendar days.

6.10 Job Postings and Applications

(a) In the change of the assignment of duties, the Employer agrees that the change is consistent with operational requirements and the provisions of the Collective Agreement and is not capricious, arbitrary, discriminatory or in bad faith, and the Employer further agrees to take into consideration those employees who have indicated their wish to change an assignment in writing.

(b) If a vacancy occurs or a new job is created for which Union personnel might reasonably be expected to be recruited, such vacancy or job, provided it has a duration of 60 calendar days or more, shall, before being filled, be posted for a minimum of 10 calendar days in a manner which gives all employees access to such information.

(c) The Employer will also consider applications from those employees with the required seniority who are absent from their normal places of employment because of approved leave of absence under Article 7 - Leave of Absence or 11.2 - Maternity, Parental and Adoption Leave of Absence, sick leave or annual vacation, and who have filled in an application form, before each absence, stating the jobs they would be interested in applying for should a vacancy occur during their absence.

(d) Wherever practicable, qualified employees who have indicated their desire to relieve in short-term, un-posted promotional positions shall be given the opportunity in accordance with the provisions of Article 6.2 - Promotion, Demotion, Transfer, Release. If the application of this provision in this paragraph requires the Employer to pay overtime to any employee, the proposed move will be considered impracticable.

(e) It is further agreed that employees who are not regularly scheduled shall be given consideration in filling vacancies or new jobs, provided that they have the required qualifications for the job before any new employees are taken on staff.

(f) This will in no way restrict the Employer from making temporary appointments pending the posting and consideration of Staff Union personnel.

(g) Once the Employer has filled a vacancy, a copy of the posting bearing the successful applicant's name shall be posted within five calendar days of the filling of the posting for a minimum of 10 calendar days at all Provincial and Regional Offices.

The unsuccessful applicant(s) to a job posting will be notified of the decision verbally or in writing prior to the official announcement of the successful applicant. Mailing constitutes notice.

(h) In the event there is no qualified applicant for a posted position, the Employer may request that an employee fill the position.

(i) The Employer shall immediately forward a copy of all job postings and a copy bearing the name of the successful applicant for all job postings to the Union Secretary.

(j) The Employer will notify the Union of their intention to not fill a vacancy.

6.11 Relieving in Higher and Lower-Rated Positions

In the event of an employee relieving in a higher-rated job, the employee shall receive the corresponding increment rate of the new position, or a minimum increase of \$20 per month proportionate to the time worked, whichever is greater, after not less than one work day, retroactive to the start of the relief period.

Maximum increment rates in the higher range shall not be exceeded by the application of this clause.

In cases where an employee is required to transfer temporarily to a lower position classification, such employee shall incur no reduction in wages because of such transfer.

Employees temporarily assigned to the duties of excluded personnel outside the contract will receive a minimum of 10% more than the highest rate for his or her classification if so employed for one or more work days, retroactive to the start of the relief period, providing such adjustments do not exceed the rate of the excluded personnel.

ARTICLE 7 - LEAVE OF ABSENCE

7.1 Unpaid Leave

Requests by employees for unpaid leaves of absence shall be made in writing to the designated Representative of the Personnel Committee and may be granted at the Employer's discretion. The employee shall give at least seven calendar days' notice to minimize disruption of staff. The Employer will make every effort to comply with such requests. Notice of the Employer's decision shall be given in writing as soon as possible.

7.2 Unpaid Leave - After Three Years

For every three years' continuous service, an employee may request, in writing, an extended unpaid leave of absence giving the longest possible advance notice. Every effort will be made wherever practicable to comply with such requests. Notices granting such leaves shall be in writing.

7.3 Unpaid Leave Affecting Benefits

Any employee granted unpaid leave(s) of absence totaling up to 20 work days in any year shall continue to accumulate seniority and all benefits and shall return to their former job.

Unless otherwise mutually agreed, if unpaid leave(s) of absence exceed 20 working days in any year, the employee shall not accumulate benefits from the 21st day of the unpaid leave to the last day of the unpaid leave, but shall accumulate benefits and receive credit for previously earned benefits upon expiration of the unpaid leave.

7.4 Unpaid Leave - Union Business

Unpaid leaves of absence shall be granted to designated Union members to transact Union business, including negotiations, unless this would unduly interrupt the Employer's work. The Union shall give reasonable notice of at least 14 days to minimize disruption of staff.

The Employer shall retain employees on unpaid leave of absence for Union Business on the Employer's payroll and where such employees are retained, the Union shall reimburse the Employer for the wages and benefits involved.

7.5 Compassionate Leave

Paid leave of up to 15 business days may be granted in the event of the death or serious illness striking a close family member or a close friend of an employee.

Such compassionate leave will be granted to employees who are on other paid leaves of absence including sick leave and annual vacations. When compassionate leave of absence with pay is granted, any concurrent paid leave credits used will be restored.

Compassionate leave of absence with pay will not apply when an employee is on an unpaid leave of absence.

7.6 Leave for Public Office

Employees will be granted unpaid leave of absence to enable them to run for elected Public Office, and if elected, to serve their term(s) of office.

Every effort will be made to comply with such requests, providing that replacements to ensure proper operation of the Employer can be found.

7.7 Educational Leave

If the Employer requires employees to take courses for skills upgrading and/or training relative to the Employer's interest, the Employer will grant paid educational leave of absence. Reasonable expenses approved by the Employer will be borne by the Employer.

At the discretion of the Employer, extended educational leaves of absence without pay may also be granted upon application from the employee.

7.8 Special Leave

An employee shall earn special leave credits with pay up to a maximum of 25 work days at the rate of one-half day every four weeks worked. This calculation is based on working the 70-hour, ten-day fortnight schedule.

As special leave credits are used, they will continue to be earned up to the maximum.

Special leave credits may be used for the following purposes:

- (a) Marriage or equivalent commitment ceremony leave - five work days
- (b) Doctor's visits
- (c) Paternity Leave - one work day.
- (d) Serious household or domestic emergency including illness in the immediate family of an employee - up to two work days at one time.
- (e) Leave for one work day may be added to three work days' compassionate leave.
- (f) Leave of three work days may be taken for travel associated with compassionate leave.
- (g) Adoption Leave - one work day.

If a regular full-time or regular part-time employee has not earned sufficient special leave credits, they may request leave of absence without pay.

7.9 Inclement Weather

Where employees are unable to report to work because of inclement weather, where public transportation ceases to operate, such employees shall not suffer any loss of salary or benefits.

7.10 Employment Standards Act of BC

Where this agreement is silent employees are entitled to leave of absence as outlined under Part 6 of the *Employment Standards Act* of BC, including but not limited to compassionate care leave and leave respecting domestic or sexual violence.

ARTICLE 8 - HOURS OF WORK AND OVERTIME

8.1 Hours of Operation

The workweek will comprise of seven days. The normal workweek for all employees shall normally occur between 8:30 a.m. and 5:30 p.m. a day, Monday to Friday.

8.2 Hours of Work

- (a) All full-time employees shall work 35 hours per week and part-time employees shall work less than 35 hours per week. to be scheduled as a nine-day fortnight. No employee will receive benefits superior to those negotiated in the Collective Agreement for their classification and status because of the fact of working a nine-day fortnight.
- (b) The normal workweek subject to the Employer's operational requirements, may be scheduled (under the scheduling provision of the Collective Agreement) to work on a schedule as mutually agreed, with one day off every other Monday or Friday.
- (c) Any employee required to be "on call" during their meal period is to work and be paid for a full shift with the meal period included within that full shift.
- (d) There will be no change to hours of work without meetings between the parties.

8.3 Out-of-Town Assignments

All out-of-town itineraries, upon being developed by the Employee concerned, shall be subject to clearance from the appropriate officer of the Employer, and shall be arranged so that the actual flying, or driving, or train transportation time as the case may be, along with the actual time spent in meetings each day will be accommodated as far as possible into an average of 7.8 hours worked per day spread on the number of days or part thereof spent on the itinerary.

Overtime pay will not be applicable for work on such out-of-town assignments. However, if such authorized itinerary involves out-of-town traveling or otherwise working on a Saturday or Sunday or a Statutory Holiday or a day of vacation, the employee concerned shall be allowed to bank two days in lieu of each such day or portion thereof so worked. They shall then take the day(s) banked at a time mutually arranged with the Employer's designate.

It is understood that the requirement for out-of-town work on such days aforementioned shall be the exception rather than the rule and itineraries shall be designed accordingly.

8.4 Consecutive Work Days

No employee will be required to work more than six consecutive workdays without receiving a minimum of two consecutive days off-duty.

8.5 Split Shifts

No split shifts will be worked except in cases of emergency.

8.6 Overtime

The Employer will endeavor to keep overtime to a minimum.

Employees required to work in excess of the hours of work as outlined in Article 8.2 - Hours of Work or who are requested to work on their scheduled off-duty day(s) are subject to the following provisions:

- (a) No overtime shall be worked by an employee without the prior approval of the Employer.
- (b) All other employees required or requested to work overtime shall be granted compensating time off at the applicable overtime rate in lieu of overtime pay.
- (c) The following shall apply:
 - (1) In lieu of any and all claims to overtime, an employee may bank compensating time off credits at the rate of five work days per semester, which shall entitle the employee to five compensating days off within every semester, to be taken as half days whole days or accumulated days off as may mutually be agreed between employees and Employer.
 - (2) The Employer may request each employee to schedule days off accrued under that provision no more than 12 months in advance.
 - (3) Days off earned under subparagraph (1) shall be taken at a mutually agreeable time.
 - (4) Time off under subparagraph (1) shall accrue for periods during which employees are at work, on vacation or on sick leave, except that employees who are absent from work on sick leave or other leaves of absence for more than one-half of a calendar quarter shall receive time off in proportion for time actually worked. Time spent by employees on paid vacation shall not be considered an absence from work for purposes of this subparagraph.
 - (5) Employees who are required or requested to perform overtime work on weekends associated with job actions, contract negotiations, educationals, employer-sponsored political activity and/or required to represent the Union in arbitration hearings or troubleshooter hearings shall be granted compensating time-off, in addition to that specified in paragraph (1). This additional compensating time off shall be granted on a double-time basis.
 - (6) If an employee works less than the hours of work outlined in Article 8.2 - Hours of Work, such time shall be deducted from overtime earned.

8.7 Per Diem Allowance

The Employer shall pay per diem allowances for allowable expenses in accordance with Article 14 - Per Diem Allowances and Meal Allowance, as outlined in the TSSU by-laws.

ARTICLE 9 - STATUTORY HOLIDAYS AND ANNUAL VACATIONS

9.1 Statutory Holidays

All employees, working one full time per year, will be entitled to 13 Statutory Holidays and such other holidays as may in future be proclaimed or declared by either the Provincial or Federal Governments:

New Year's Day	B.C. Day
Family Day	Labour Day

Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
May Day	Christmas Day
Victoria Day	Boxing Day
Canada Day	

Statutory Holidays shall be granted on the basis that employees shall be scheduled off from work, exclusive of Annual Vacations, a minimum of 117 days per year (two days per week plus a minimum of 13 Statutory Holidays).

If at the end of a year (52 weeks) dating from an employee's first scheduled shift in January), an employee has not had a minimum of 117 days off, they will be paid extra at time and one-half rates for each day by which their total number of days off falls short of 117, except that they will not again be paid for any day for which they were paid at the rate of time and one-half under Article 8.6 - Overtime.

9.2 Premium Pay for Stats Worked

All employees required to work on Employer-scheduled Statutory Holidays will receive pay at the rate of time and one-half for the time worked, in addition to their regular monthly pay rate and will have such Statutory Holiday rescheduled in addition to such overtime pay

Employees required to work on Employer-scheduled Statutory Holidays will receive pay at the rate of double time for the time worked, or may receive one paid discretionary day off, at a time mutually agreed upon between the employee and the Employer.

9.3 Work on Scheduled Days Off

Employees required to work on scheduled days off, excluding flex days, will receive pay at the rate of time and one-half for the time worked, in addition to their regular monthly pay rates, but will not have the day off rescheduled.

9.4 Stat Entitlement Upon Termination

If an employee terminates during the year, they shall be entitled to the same portion of 117 days off that their period of service in the year bears to a full year.

9.5 Scheduling of Stats

(a) Every effort will be made to schedule such Statutory Holidays, or their equivalent days, as additions to the employee's two regularly scheduled days off per week so that employees will receive as many three-day breaks during each year as possible.

(b) TSSU offices will be closed when the University is closed for Christmas and other reasons. Regular wages shall continue, and the time, shall be counted as time worked.

9.6 Stats and Annual Vacation

If a Statutory Holiday occurs within an employee's vacation period, an extra day's vacation will be allowed for each Statutory Holiday so occurring.

9.7 Vacations

All employees shall be credited for and granted vacations earned each year on the following basis:

- (a) New employees will receive vacation time based on total number of calendar months of employment they will have completed as of the following July 1st.
- (b) Employees who have worked 35 hours per week, based on the 70-hour nine-day fortnight schedule, with one or more years of continuous service shall have earned the following vacation with pay:
 - 1 - 4 years' continuous services - five weeks vacation
 - 5 - 9 years' continuous services - six weeks vacation

For every year thereafter seven additional working hours vacation to a maximum of eight weeks vacation.

- (c) Should the vacation calculation under (a) above result in an employee having a negative vacation balance at the end of their employment, the employee and Employer shall negotiate a repayment plan. The employee shall have the right to Union representation in such negotiation, and a copy of any agreement shall be sent to the Steward of the Union.
- (d) Part-time and casual employees receive vacation on a pro-rated basis.

9.8 Vacation Scheduling and Vacation Pay

The pay for an annual vacation to which an employee is entitled shall be paid in one payment to the employee at least one day before the beginning of the employee's annual vacation, or at the employees' option by deposit on the regular pay date.

All employees must notify the Employer in writing on the form provided prior to March 1st of each year with their choice of vacation periods, indicating first, second, third and fourth choices. The Employer shall notify employees of vacations that are approved by April 30th.

9.9 Splitting Vacation Periods

Annual vacations for employees will be granted in one continuous period but, may upon request from the employee, be divided into not more than four periods, subject to the approval of the Employer.

9.10 Choice of Vacation Periods

Choice of vacation periods shall be granted to employees on the basis of seniority.

Employees wishing to split their vacations shall exercise seniority rights in the choice of the first vacation period. Seniority shall prevail in the choice of the second vacation period, but only after all other "first" vacation periods have been posted. Seniority shall also prevail in the choice of the third vacation period, but only after all other "first" and "second" vacation periods have been posted. Seniority shall also prevail in the choice of the fourth vacation period, but only after all other "first", "second" and "third" vacation periods have been posted. Seniority shall also prevail in the same manner for subsequent vacation periods.

9.11 Vacations Non-Accumulative

- (a) Vacation time shall not be cumulative from year to year, except:
- (1) Employees will provide an accounting of time worked, and vacation owed at least once per semester. In the Fall semester, this shall be provided to the employer no later than December 1st.
 - (2) In the event that the accounting of time worked and vacation owed indicates that vacation remains outstanding, the Employer may approve the holding over of up to seven days of vacation to the next year. Such requests shall not be unreasonably denied.
 - (3) Other than hold overs approved by the Employer as above, all other vacation will be scheduled and taken within the year.
- (b) Employees who are unable to schedule a vacation period(s) due to illness or disability, or whose vacation period(s) is displaced due to disability or illness, shall if possible reschedule such vacation within the calendar year. If necessary, however, such employees shall be permitted to carry over unused.

Employees who are unable to schedule a vacation period(s) due to illness or disability, or whose vacation period(s) is displaced due to disability or illness, shall if possible reschedule such vacation within the calendar year. If necessary, however, such employees shall be permitted to carry over unused vacation time into the next calendar year. Vacation so carried over shall in any event be taken within 12 months of the employee's return to work following the period of illness or disability.

9.12 Vacation Entitlement Upon Dismissal

Employees dismissed for cause will receive their earned vacation allowance to which they would have been entitled pursuant to Article 9.7 - Vacations had they not been dismissed.

9.13 Reinstatement of Vacation Days - Call-Back

Employees who have commenced their annual vacation shall not be called back to work, except in cases of extreme emergency. If such occurs, an employee shall receive two times their applicable rate of pay for all hours worked or shall be entitled to time and one-half pay and shall have the vacation period rescheduled at a mutually agreeable time. All reasonable travel expenses incurred shall be reimbursed to the employees.

In the event of a strike by members of the TSSU, employees may be called back to work at the discretion of the Employer and overtime rates shall not apply.

ARTICLE 10 - CONDITIONS OF EMPLOYMENT**10.1 Unusual Job Requirements of Short Duration**

The nature of the Employer's business is such at times it is necessary for an employee to perform work not normally required in their job and, therefore, the requirements of the moment shall determine the type of work to be performed. It is understood that an employee will not be expected to perform a task for which they are not adequately trained.

10.2 Employer's Notice of Termination

The Employer will give employees three months' notice in writing or three months' pay in lieu of notice where services are no longer required except for employees dismissed for cause. The period of notice must be for time to be worked and must not include vacation time.

Employees dismissed for cause shall have the right, within seven work days after dismissal, to follow the established grievance procedure.

Refusal to cross a legally established picket line shall not constitute "*cause*" for dismissal.

10.3 Employee's Notice of Termination

Employees shall make every effort to give 28 calendar days' notice when terminating their employment.

Employees leaving with less than 14 but more than seven calendar days' notice shall be paid their earned vacation less 2%; for example:

employees entitled to 8% shall be paid 6%

employees entitled to 10% shall be paid 8%; etc.

Notwithstanding the foregoing, if the employee can show reasonable cause for giving less than 14 calendar days' notice, the employee shall be paid all earned vacations.

The period of notice must be for time to be worked and must not include vacation time.

10.4 Employment Abandoned

Any employee who fails to report to work and does not notify the TSSU office within three work days and who cannot give an acceptable reason for their absence shall be considered as having abandoned their position. Accrued seniority and all other benefits normally provided are forfeit at abandonment. Earned vacation days and any remaining compensating time off credits must be paid out.

ARTICLE 11 - GENERAL PROVISIONS

11.1 Sick Leave

(a) Each employee shall have 18 days of sick leave credits upon commencement of employment. Following completion of the first year of employment, sick leave credits with pay shall be granted on the basis of one and one-half days per month, cumulative from the date of employment. This rate is calculated based on the 70-hour, nine-day fortnight schedule.

There shall be no limit to the number of sick leave credit(s) accumulated, but the employee can only utilize sick leave credits upon accumulation.

(b) Sick leave with pay is only payable because of sickness or temporary disability and employees who are absent from duty more than three days of scheduled because of sickness may be requested to provide proof of illness. Any employee who fails to comply with this regulation upon request shall be considered as having left the employ of the Teaching Support Staff Union.

Employees will notify the Employer as promptly as possible of any absence from duty because of sickness and employees will be expected to notify the Employer prior to their return. Employees who

have been absent due to sickness for a period of 45 calendar days or more must notify the Employer one calendar week prior to returning to work.

(c) Sick leave pay shall be paid for the one work day or less not covered by the *Workers' Compensation Act*, when the employee has accumulated sick leave credits.

(d) Any employee must apply for sick leave pay to cover periods of actual time lost from work owing to sickness or accident. Where such time lost is due to an occupational sickness, accident, or injury which is covered by the *Worker's Compensation Act*, any sick leave credits used shall be reinstated.

Employees will make every effort to secure Medical and Dental appointments outside their normal working hours. If appointments cannot be secured outside normal working hours, Medical and Dental appointments will qualify for Sick Leave with Pay provided that employees give reasonable advance notice of such appointments to the Employer.

(e) Employees with more than one year's service who are off because of sickness or accident shall at the expiration of sick leave be continued on the payroll under the heading of "*Leave of Absence Without Pay*" for a period of up to 21 work days. Further Leave of Absence periods without pay will be granted upon written request by a medical practitioner. These written requests will be acknowledged in writing. If no written request is received by the Employer within the 21 work days from such an employee explaining their condition, they will be removed from the payroll. The Employer will notify the employee prior to the expiration of the 21 work day clause of this Section.

(f) Employees with less than one year's service who are off because of sickness or accident shall be continued on the payroll under the heading of "*Leave of Absence Without Pay*" for a period of seven work days. Further Leave of Absence periods of seven work days without pay may be granted upon written request. These written requests will be acknowledged in writing. If no written report is received by the Employer within the seven work days from such an employee explaining their condition, they will be removed from the payroll.

(g) All sick leave credits are cancelled when an employee terminates their employment.

11.2 Maternity, Parental and Adoption Leaves of Absence

(a) Maternity Provisions

An employee shall be granted 17 weeks (inclusive of the two week waiting period) maternity leave of absence. The duration of the maternity leave of absence before confinement and subsequent to confinement shall be at the option of the employee.

If an employee is unable to perform the duties of their position prior to the commencement of the maternity leave of absence, the Employer will make every effort to make alternate arrangements.

Medical complications of pregnancy, including complications occurring during the Unpaid Leave of Absence for Maternity reasons preceding the period stated by the *Employment Insurance Act*, will be covered by sick leave credits, providing the employee is not in receipt of maternity benefits from the Employment Insurance Commission or another wage loss replacement plan.

An employee may be asked to provide a doctor's certificate or other evidence that the employee is entitled to maternity leave, and where possible, the employee shall give 14 calendar days' notice prior to the commencement of the maternity leave and shall give seven calendar days' notice prior to return to work.

(b) *Supplemental Employment Benefit Plan*

(1) *Maternity Leave Allowance*

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

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

(2) *Parental or Adoption Leave Allowance*

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

Pursuant to the Supplemental Employment Benefit (SEB) Plan, for those who opt for standard parental leave, the standard parental leave allowance will consist of a maximum of 35 weekly payments, equivalent to the difference between the employment insurance gross benefits and any other earnings received by the employee and 85% of the employee's basic pay. Where both parents are employees of the Employer, the employees shall determine the apportionment of the 35 weeks standard parental leave allowance between them.

(3) *Extended Parental or Adoption Leave Allowance*

Pursuant to the Supplemental Employment Benefit (SEB) Plan, for those who opt for extended parental leave, the extended parental leave allowance will consist of a maximum of 61 weekly payments equivalent to the overall amount the employee would have received with 35 weekly payments calculated under the standard parental leave allowance. Where both parents are employees of the Employer, the employees shall determine the apportionment of the 35 weekly payments spread out over 61 weeks extended parental leave between them.

(4) *Maternity and/or Parental and/or Pre-Adoption Leave Allowance Repayment*

To be entitled to the maternity, parental, benefit waiting period and/or pre-adoption leave allowances an employee must sign an agreement that they will return to work and remain in the Employer's employ for a period of at least six months after their return to work.

Should the employee fail to return to work and remain in the employ of the Employer for at least six months, the employee shall reimburse the Employer for the maternity, parental, benefit waiting period and/or pre-adoption leave allowance received on a pro rata basis.

(c) *Parental Leave and Adoption Leave*

Upon request, an employee shall be granted up to 62 weeks (inclusive of the two week waiting period) parental leave without pay for the purpose of caring for their newly born or newly adopted child.

In the case of an employee eligible for maternity leave of absence, parental leave shall be granted up to 61 weeks (inclusive of the two week waiting period) and shall commence at the conclusion of the first 17 weeks of the maternity leave.

(d) *Leave of Absence Affecting Employment*

(1) The service of an employee who is on maternity leave of absence shall be considered continuous for the purposes of seniority accumulation and of any pension, medical or other plan beneficial to the employee, and the Employer shall continue to make payment to the plan in the same manner as if the employee were not absent.

(2) The service of an employee who is on parental or adoption leave shall be continuous for the purpose of seniority accumulation and of any pension, medical or other plan beneficial to the employee, and the Employer shall continue to make payment to the plan in the same manner as if the employee were not absent.

(3) An employee who is on maternity, parental or adoption leave shall in no case be covered by the provisions of Article 13 - Transportation Allowance and Other Miscellaneous Expenses.

(4) An employee who resumes employment on the expiration of maternity, parental, or adoption leave, shall be reinstated in all respects in the position the employee previously occupied and with all increments to wages and benefits to which the employee would have been entitled had the leave not taken place.

11.3 Pay Days

The Employer shall implement and maintain paydays every second Friday. Employees shall be paid by cheque or direct deposit (whenever reasonable or possible). Where paydays fall on a non-banking day, cheques will be given prior to the established payday. Pay slips will be issued with each paycheque.

All casual employees who commence employment after the payroll has been prepared will be paid on the next payroll period thereafter.

11.4 Rest and Meal Periods

(a) *Rest Periods with Pay*

Employees working a full shift shall receive one rest period of 15 minutes, and a paid lunch period.

11.5 Jury Duty

An employee who is subpoenaed by the Crown for Jury Duty or as a witness for the Crown or the defense (not being themselves a party to the proceeding) shall continue to receive their regular pay and benefits. The employee shall turn over to the Employer any monies they receive from the court on the days they are normally scheduled to work providing this does not exceed their regular pay rate.

The employee shall not be required to turn over allowances received for traveling and meals.

11.6 Medical Coverage**(a) Medical Plan**

From the initial date of employment, employees and their families (including spouses, common-law spouses, children in the employee's care and dependents) shall be covered by the B.C. Medical Plan.

The Employer shall pay 100% of the premium.

(b) Dental Plan

From the initial date of employment, employees shall be provided with a dental plan.

The dental plan shall cover employees, their spouses (including common law spouses) and children.

The Employer shall pay 100% of the premium.

(c) Long-Term Disability Plan

In the event that the Employer is able to achieve access to a long term disability plan, the parties will reopen negotiations if it becomes reasonable.

(d) Extended Health Care Plan

Upon the initial date of employment, the Employer shall pay the monthly premiums for Extended Health Care coverage for employees and their families (including common-law spouses) under the Blue Cross plan.

(e) Life Insurance

The Employer will provide life insurance in the amount of the employee's annual salary as outlined under Article 15 - Wages and Term of Agreement.

(f) Changes to Benefits Plans

The Employer will not make changes to the benefits plans under this article without the written agreement of the Union, but may change carriers provided they advise the Union and employees at least 60 days before the change takes place.

11.7 Employment Insurance Coverage

All employees affected by this Agreement shall be covered by the *Employment Insurance Act*, or succeeding Acts.

11.8 Pension and/or RRSP

The TSSU agrees that, in the event any TSSU members secure membership in a Pension Plan, it shall seek to enroll its employees in the same plan.

Prior to the above taking place, and in lieu thereof, the Employer will, upon written request by the employee, provide a contribution on each biweekly pay for the employee to deposit to a Registered Retirement Savings Plan (RRSP) of:

- 18% of salary to a maximum of \$500 per bi-weekly pay as of January 4, 2021

These amounts shall be pro-rated for part-time employees.

Once per calendar year, the TSSU may request a copy of a statement from a financial institution that demonstrates the employee has deposited these contributions to an RRSP. The employee may redact from the statement any information beyond that necessary to demonstrate the deposit has occurred.

Should the employee subsequently become eligible for enrolment under the Pension Plan, they shall be enrolled and contributions to the RRSP will cease.

11.9 Continuance of Wages and Perquisites

In the event of a strike by members of the TSSU, all employees covered by the BC Union Workers' Union certification will continue to receive their full wages and all benefits as set out in this Collective Agreement.

11.10 Fines and Legal Costs

The Employer shall pay all fines and/or legal costs assessed against any of its employees covered by the Certificate of Bargaining Authority when such fines and/or legal costs are incurred in the performance of work on behalf of the Employer. The Employer further agrees that the wages of its employees shall continue to be paid in full where any employee is imprisoned resulting from the performance of work on behalf of the Employer.

11.11 Union Advised of Changes

The Union will be informed in writing of any change contemplated by the Employer, which will affect the terms of this Agreement.

ARTICLE 12 - MONTHLY ALLOWANCES AND OTHER MISCELLANEOUS EXPENSES

12.1 Cellular Phone and Data Plan Allowances

The Employer will provide all staff, who are required to use a cellular phone, with reimbursement of \$50 per month to compensate for their use of a personal cellular phone, including a data plan of at least 4 GB per month of which at least 2 GB per month shall be available for work use. In the event that heavier than normal use is required due to work requirements, reimbursement over and above the \$50 will be provided commensurate with the bill.

12.2 Transportation Allowance

- (a) The Employer has the right to determine and authorize accordingly the type of transportation; that is, airplane, railroad, automobile, etcetera, to be used on any given field assignment.
- (b) The Employer will provide the cost of a three zone bus pass every month.
- (c) In the event an employee must use their personal vehicle, they shall be paid 51¢ per kilometer.
- (d) The Employer will reimburse employees for all legitimate parking fees, ferry and authorized bridge tolls, which accrue while on authorized assignment. Extraordinary travel and servicing expenses will be paid only when authorized by the Employer.

12.3 Per Diem and Meal Allowance

The Employer will provide per diem allowance and reimbursable expenses to employees pursuant to the policies applicable to employees of SFU (policy-AD 3.02).

12.4 Payment of Monthly Allowances and Expenses

All allowances under this article shall be paid on a biweekly basis calculated using the formula:

biweekly rate = monthly rate * 12 / 26.

12.5 Receipt Submission

Requests for reimbursement of payment of all expenses must be submitted within six months of incurring the expenses.

ARTICLE 13 - OCCUPATIONAL HEALTH AND SAFETY

13.1 Worksafe BC Regulations

The Employer agrees to comply with all Occupational Health and Safety regulations of Worksafe B.C.

ARTICLE 14 - AMENDMENTS

Either party desiring to propose changes or amendments to the Wage Schedules or this Agreement shall, during the month of December give notice in writing to the other party of the changes and amendments proposed.

If agreement thereupon is reached and the changes and amendments that have been agreed to and approved by the respective principals, they shall become effective and shall continue in force as changed or amended as per the terms of the Agreement.

All other provisions of the expired Collective Agreement shall remain the same in the new Collective Agreement except as amended through negotiation, interest arbitration, or any written agreement executed by the parties in which they agree to supplement, amend or alter the Collective Agreement.

ARTICLE 15 - CLASSIFICATION AND WAGE SCHEDULES

(a) Employees shall receive annual salary, with wage adjustments, as follows:

	Current	Implementation	Flat Rate Increase \$2550	Flat Rate Increase \$2627	Flat Rate Increase \$2704
Classification		4-Jan-21	11-Jun-21	11-Jun-22	10-Jun-23
Member Representative 1	\$80,340	\$80,000	\$82,550	\$85,177	\$87,881
Member Representative 2	\$99,768	\$90,000	\$92,550	\$95,117	\$97,881

(b) In the event that other positions are established during the term of this agreement, the parties shall meet to determine appropriate wage rates. If agreement is not reached, the matter shall be referred to arbitration for resolution.

ARTICLE 16 - EFFECTIVE AND TERMINATING DATES**16.1 Term of Agreement**

The Agreement shall be effective from June 11, 2020 until June 10, 2023 and will be in force and effect until a new Collective Agreement has been negotiated.

ARTICLE 17 - TITLES IN AGREEMENT

The headings of Sections of this Collective Agreement are for reference only and shall not be considered in the interpretation of this Agreement.

ARTICLE 18 - EDUCATION LEAVE

The parties recognize the value of in-services both to the employees and Employer and shall encourage employees to participate in an in-service. All employees scheduled by the Employer to attend in-service seminars shall receive regular wages.

18.1 Paid Education Leave

Paid education leave will only be utilized to attend relevant courses which are necessary in skills upgrading and/or training in order to enhance an employee's knowledge and abilities in their current position.

Applications for paid education leave shall be submitted giving the longest possible advance notice in writing. Applications will not be unreasonably denied. Paid education leave will not exceed five work days (24 hours) per year and shall not accumulate from calendar year to calendar year.

**ADDENDUM I - PROTOCOL AGREEMENT
HARASSMENT COMPLAINTS INVESTIGATION PROCEDURES****Complaints Investigation***Procedures: Commitment*

The Union and the Employer recognize the right of employees to work in an environment free from harassment, including sexual harassment, and the Employer shall take such actions as are necessary with respect to any person employed by the Employer engaging in sexual or other harassment in the workplace.

The Definition of Harassment, and the process for dealing with complaints, shall be through the TSSU member process, as provided in TSSU policy. Employees shall have full right to file complaints in that process, in relation to allegations of harassment or discrimination.

ADDENDUM II - SAVINGS CLAUSE

In the event that present or future legislation renders null and void or materially alters any provision of this Collective Agreement, the following shall apply:

- (a) The remaining provisions of the Collective Agreement shall remain in full force and effect for the term of the Collective Agreement.

- (b) The Employer and the Union shall, as soon as possible, negotiate mutually agreeable provisions to be substituted for the provisions so rendered null and void or materially altered.
- (c) If a mutual agreement cannot be struck as provided in (b) above, the matter shall be arbitrated pursuant to Article 5 - Arbitration of the Collective Agreement.

ADDENDUM III -PRODUCTION AND PRINTING OF THE AGREEMENT

The Union will produce the Collective Agreement and provide an electronic copy to the Employer. The Employer will provide sufficient copies of the Collective Agreement for each bargaining unit member.

ADDENDUM IV - MEMBER REPRESENTATIVE CORE COMPETENCIES AND PROMOTION

Member Representatives shall have a foundation in advocacy, negotiations, and organizing sufficient to allow them to take on any aspect of the breadth of their role with access to reasonable training and mentorship. They shall be able to take on administrative tasks on as needed basis.

The key duties of a Member Representative are summarized in the table below. A Member Representative II shall be experienced in at least 3 of the 5 core competencies associated with Level II.

<u>Level II</u>	<u>Level I</u>	
<ul style="list-style-type: none"> • <u>Act as spokesperson in negotiations</u> 	<ul style="list-style-type: none"> • <u>Develop proposals, including costing, for bargaining</u> 	<ul style="list-style-type: none"> • <u>Researches, argues, and presents grievances at all stages prior to arbitration</u>
<ul style="list-style-type: none"> • <u>Act as co-counsel or counsel at arbitration hearings</u> 	<ul style="list-style-type: none"> • <u>Developing mobilizing, outreach, campaign, and bargaining strategy</u> 	<ul style="list-style-type: none"> • <u>Mobilizes members towards a campaign, bargaining round, or organizing drive</u>
<ul style="list-style-type: none"> • <u>Act in a core leadership capacity on a new member organizing drive</u> 	<ul style="list-style-type: none"> • <u>Interprets and applies BC Labour Law</u> 	<ul style="list-style-type: none"> • <u>Trains union activists and elected officers in all aspects of member representative work and the labour movement</u>
<ul style="list-style-type: none"> • <u>Act in a core leadership capacity on major campaign(s) to win or defend member rights</u> 	<ul style="list-style-type: none"> • <u>Builds and maintains relationships within the labour movement and student movement.</u> 	<ul style="list-style-type: none"> • <u>Promotes democratic practice in a non-hierarchical organization and works in and with democratic structures</u>
<ul style="list-style-type: none"> • <u>Argue cases and filings, whether for organizing, advocacy, or otherwise, at the Labour Relations Board or other equivalent quasi-judicial bodies.</u> 		<ul style="list-style-type: none"> • <u>Recruits and mentors activists to become involved within the union.</u>

Promotion Process

A Member Representative I who has attained core competency through experience in at least 3 of the 5 Level II areas and expertise in at least 6 of the 9 Level I areas will apply for promotion in writing. Experience while as a rank-and-file member, elected official or staff person shall be considered on an equitable basis based on quantity and scope of the responsibility undertaken. If the Employer agrees, the promotion will be implemented within 30 days of the application. Should the Employer disagree that the threshold for promotion has been achieved, they shall provide a detailed written rationale within 30 days of the application and this decision will be grievable.

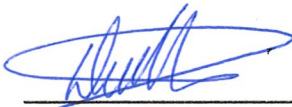
A Member Representative I with 5 calendar years of experience of will be automatically promoted to a Member Representative II.

SIGNED ON BEHALF OF

THE UNION:



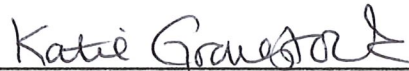
Richard Tones
President




Derek Sahota
Bargaining Committee

SIGNED ON BEHALF OF

THE EMPLOYER:



Katie Gravestock
Chief Steward 1



Seamus Bright Grayer
Chief Steward 2

Signed this 11 day of JUNE, 2021.

