



**Collective Agreement**  
**between the**  
**BC Union Workers Union**  
**and the**  
**University of Victoria Graduate Students' Society**

**April 1, 2019 to March 31, 2022**

**FINAL**

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## **ARTICLE 1 – PURPOSE**

### **1.01 PURPOSE OF AGREEMENT**

The general purpose of this Agreement is to promote and maintain a harmonious and collaborative working relationship between the Employer and the Employees represented by the Union, establish fair working conditions and rates of pay for the Employees, and ensure the orderly settlement of disputes.

Recognizing that working relations carried out in the spirit of mutual respect, collaboration, and good management may contribute to serving the overall mandate and purpose of the Graduate Students' Society, the parties mutually agree to the disposition of this Agreement.

## **ARTICLE 2 - DEFINITIONS**

### **2.01 GENERAL DEFINITIONS**

The provisions of this Agreement are intended to be gender neutral wherever possible, and will be interpreted on that basis. Changes to create gender neutral language in this Agreement are not intended to change the substantive meaning of any article. Whenever the singular or plural is used in this Agreement, the same will be construed as meaning the plural or singular if the context requires unless otherwise specifically stated.

Where in this contract “will” is used it shall mean the same as “shall”.

### **2.02 DEFINITION OF EMPLOYER**

The term ‘Employer’ refers to the University of Victoria Graduate Students’ Society, and not to individual members thereof.

### **2.03 DEFINITION OF EMPLOYEE**

The term “Employee” refers to members of the bargaining unit in the classifications as defined in the Certification granted by the Labour Relations Board of British Columbia.

### **2.04 DEFINITION OF REGULAR AND CASUAL EMPLOYEES**

#### **a) Administrative Employees**

The term “Regular Employee” refers to Employees whose regular hours of work are twenty (20) hours or more per week.

The term “Casual Employee” refers to Employees whose regular hours of work are up to nineteen (19) hours per week.

b) Food and Beverage Employees

The term "Regular Employee" refers to Employees whose regular hours of work are twenty-five (25) hours or more per week.

The term "Casual Employee" refers to Employees whose regular hours of work are up to twenty-four (24) hours per week.

## **2.05 DEFINITION OF CONTRACT EMPLOYEE**

The term "Contract Employee" shall refer to members of the bargaining unit hired for a period of employment as agreed to between the parties.

## **2.06 DEFINITION OF ELECTED EXECUTIVE**

The term "Elected Executive" shall refer to the graduate students elected to the Executive of the University of Victoria Graduate Students' Society.

# **ARTICLE 3 – UNION RECOGNITION**

## **3.01 UNION RECOGNITION BY EMPLOYER**

The Employer recognizes BC Union Workers Union as the sole and exclusive bargaining agent for all Employees of the University of Victoria Graduate Students' Society for whom they have been certified by the Labour Relations Board of British Columbia.

## **3.02 NO OTHER AGREEMENTS**

No Employee will be required or permitted to make a written or verbal agreement with the Employer or its representatives, which conflicts with the terms of this Collective Agreement.

## **3.03 EMPLOYEE ATTENDANCE AT MEETINGS**

Employees who are requested to attend a meeting, the content and/or resolve, of which they believe may affect the terms and conditions of their employment, will have the right to be accompanied by a Union Steward or Representative.

## **3.04 UNION PINS AND MATERIALS**

Employees may wear official Union pins or buttons and may display official Union posters in their workplace.

## **ARTICLE 4 – MANAGEMENT RIGHTS**

The right to manage operations and to direct Employees is retained exclusively by the Employer except as this Agreement otherwise specifies. In exercising its rights and in conducting its employment relations, the Employer shall act fairly, reasonably and in good faith.

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

### **5.01 DUES CHECK-OFF**

The Union, on behalf of all Employees within the bargaining unit, authorizes the Employer to deduct and pay out of the wages and or salary due to the Employees, the appropriate initiation fees, union dues and assessments, as established by the Union.

### **5.02 FORWARDING DUES**

Deductions will be forwarded to the Treasurer of the Union or electronically transferred to the Union's account not later than the 15th of the month following the month for which the deduction was made accompanied by a detailed list of names of all Employees in the bargaining unit and the amount of earnings and dues deducted.

### **5.03 T-4S**

The Employer will indicate the monthly deduction of dues on each Employee's pay notification and will report on the Employee's T4 slip the total union dues deducted during the previous year by the time required by the Income Tax Act of Canada and its regulations.

## **ARTICLE 6 – UNION FACILITIES**

### **6.01 BULLETIN BOARDS**

The Employer will provide space for three bulletin boards - one in the kitchen, one behind the bar, and one in the office. The Union will have the exclusive right to use these spaces to convey information to Employees.

### **6.02 BARGAINING UNIT MEETINGS**

The Employer shall compensate Employees for up to one (1) day outside regular operating hours in each semester for the purpose of conducting bargaining unit meetings.



The University of Victoria Graduate Students' Society will provide meeting space as required for BC Uwu unit meetings.

### **6.03 UNION MAIL SLOT**

The Employer will provide a secure mail slot with the catcher for the purpose of confidential communication with the Union. Where notice or reply to the Union is required in the fulfillment of the requirement of any clause of this Agreement, at least one copy of such notice shall be in writing and placed in the Unions mail slot.

## **ARTICLE 7 – SAFETY, RESPECT, DISCRIMINATION, HARASSMENT, EMPLOYMENT EQUITY AND PRIVACY**

### **7.01 A SAFE AND RESPECTFUL WORKPLACE**

- a) It is the responsibility of the Employer to create a workplace that is safe and respectful.
- b) A safe and respectful workplace can be defined as a workplace where individuals can feel reasonably confident that they will be treated in a courteous and respectful manner, and that they will not be exposed to discrimination, harassment, or other forms of emotional or physical harm.

### **7.02 DISCRIMINATION DEFINED**

- a) The Parties agree to abide by the Human Rights Act of British Columbia, its spirit, and intent, as it relates to employment of members of the bargaining unit.
- b) The Employer and the Union agree that there will be no personal or systemic discrimination, interference, restriction, or coercion exercised or practiced with respect to any member of the Bargaining Unit in the Employee's employment relationship by reason of the following: age, race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex or sexual orientation, gender identity, gender expression, of the Employee, or because that Employee has been convicted of a criminal or summary conviction offence that is unrelated to the Employee's employment, or by reason of any other prohibited grounds contained in the British Columbia Human Rights Act, nor by reason of membership in a trade union. It is understood that "personnel benefit programs" may make actuarial distinctions on the basis of age, and other lawful distinctions.

### **7.03 EMPLOYMENT EQUITY**

- a) The Employer and the Union hereby acknowledge, recognize and support employment equity. The Parties agree to cooperate in the identification and removal of systemic barriers, if any, in

selection, hiring, training and promotion. It is understood that none of the resulting actions will be at variance with the Collective Agreement unless mutually agreed between the parties.

- b) The Employer and the Union acknowledge that where targeted hiring is necessary the Union will be informed of the proposed position(s) to be filled and the result of the process.

#### **7.04 BULLYING AND SEXUAL AND PERSONAL HARASSMENT**

- a) The Employer and the Union recognize the right of bargaining unit members to work in an environment free from bullying and harassment.
- b) Bullying and harassment includes any inappropriate conduct or comment by a person towards a worker that the person knew or reasonably ought to have known would cause that worker to be humiliated or intimidated. Bullying and harassment can involve management to employee, employee to employee, customer to employee, and GSS member to employee. It is understood that harassment can involve both sexual and personal harassment.
- c) Complaints of bullying or harassment will be dealt with, in the strictest confidence under Article 8 or through any other procedures acceptable to both parties. Participation in such procedures will not prejudice the rights of Employees to invoke the grievance procedure under Article 11.

#### **7.05 PRIVACY**

The Employer agrees to protect the security of Employee's personal data gathered and maintained by University of Victoria Graduate Students' Society, in accordance with the *Personal Information Protection Act* or other similar applicable legislation.

### **ARTICLE 8 – LABOUR MANAGEMENT RELATIONS**

#### **8.01 LABOUR MANAGEMENT**

- a) The Parties shall establish a Labour-Management Committee, composed of no more than two (2) representatives of the Union, and no more than two (2) representatives of the Employer. Employee membership and participation in Labour Management meetings will vary depending on the topics under discussion, and at the discretion of the Union.
- b) The Committee shall meet at the request of either party for the purpose of discussing issues relating to the workplace and/or the administration of the Collective Agreement. The time and place of meetings shall be at the convenience of both parties. However, the Parties agree that the Committee shall meet a minimum of three (3) times per year unless both Parties mutually agree to waive this minimum.

- c) The procedures of the Labour Management Committee are described in the Labour Management Committee Terms of Reference. These Terms of Reference shall be developed, approved, and amended by agreement of both parties.
- d) The Union will have the right at any time to have the assistance of representatives of BC UWU or any other advisors to the Union when dealing or negotiating with the Employer.
- e) The Employer will have the right at any time to have the assistance of legal counsel or other advisors to the Employer when dealing with the Union.
- f) Employees representing the Union will have the right to attend meetings between the Employer and the Union held within working hours without loss of pay.

## **8.02 COLLECTIVE BARGAINING**

- a) For the purpose of negotiations the Union and the Employer bargaining committee will be comprised of whatever number of each party determines is required.
- b) Employees representing the Union will not suffer loss of wages or benefits for the duration of the collective bargaining process.
- c) Employees representing the Union will have the right to be assisted by a representative of BC Union Workers Union.
- d) Either party may bring in technical specialist to assist in the negotiation of any particular issue.

## **ARTICLE 9 - DISCIPLINE**

### **9.01 JUST CAUSE**

No Employee will be disciplined or discharged without just cause. The burden of proof of just cause lies with the Employer.

### **9.02 CONFIDENTIALITY**

The Employer agrees that a complaint against the Employee, whether or not it is recorded in the Employee's file, and any resulting disciplinary action shall be treated as confidential by the Employer until a resolution has been achieved.

### **9.03 PROGRESSIVE DISCIPLINE**

Except in cases of gross misconduct, or serious insubordination, the principles of progressive discipline will be applied when performance is unsatisfactory. This will include a verbal warning, written warnings, suspension with pay and suspension without pay prior to discharge. At each stage prior to discharge, the



Employer will explain the performance deficiency in detail, outline the standards of performance that are expected, and warn the Employee that failure to improve performance will result in further disciplinary action. No Employee shall be responsible for carrying out disciplinary actions.

#### **9.04 REQUIRED NOTICE**

Except in cases of gross misconduct, or serious insubordination, there will be no decision to discipline an Employee until the cause for discipline has been discussed with the Employee by the Employer. A decision to discipline an Employee beyond a verbal warning shall be made by the Personnel Committee. An Employee will be given at least twenty-four (24) hours' notice of any meeting which may result in discipline beyond a verbal warning. The Employee will be advised that they have the right to be accompanied by a Union representative, if so requested by the Employee.

In the event of gross misconduct, or serious insubordination the requirement for twenty-four (24) hours' notice may be waived. The Employer will make a reasonable effort to have a Union representative present at any initial meeting.

#### **9.05 TIMELINES OF WRITTEN RECORDS**

Any disciplinary action taken beyond a verbal warning will be documented and form part of the Employee's confidential personnel record by the Employer. This written record of discipline will be provided to the Employee within three (3) working days of the meeting at which the Employee is informed of the reasons for discipline, and will be copied to the Union. The Employee may also respond in writing, and this response will also be filed in the Employee's confidential personnel record.

#### **9.06 EXPUNGE OF DISCIPLINARY RECORD**

An Employee may request in writing that any formal written record of discipline issued in accordance with Article 9.01 be removed from the Employee's confidential personnel file after twelve (12) months worked provided no other disciplinary offense was committed during that period that resulted in a written record of discipline, unless the original offense was of such a serious nature as to warrant a lengthy suspension [more than five (5) days]. In the latter case, the request would be considered on its merits and, if denied, may be resubmitted annually.

### **ARTICLE 10 – SENIORITY**

#### **10.01 SENIORITY**

Seniority is defined as length of service from date of hire in the bargaining unit, where there has been no break in service of more than twelve consecutive months and the probationary period has been successfully completed.



- a) Seniority shall be given prime consideration in determining preference or priority for layoff and recall.
- b) Seniority continues to accrue while on approved leaves of absence defined under Article 18 for a maximum period of twelve (12) consecutive months.
- c) Seniority rights expire when employment ceases due to voluntary resignation, retirement, discharge for cause, failure to return to work following an approved leave of absence, absence without leave for more than three (3) consecutive work days, an acceptance by the Employee of any severance payment, or if there is a break in service of more than twelve (12) consecutive months as provided for under Article 19.
- d) The Employer shall maintain an overall seniority list by position and provide them to the Union in October, February and June of each year. Said list will commence with the most senior employee, carry on downward to the most junior employee and contain the following information:
  - 1. Employee's name and contact information;
  - 2. Employee's hire date in the position;
  - 3. Employee's position, pay rate including vacation pay rate; and
  - 4. Probationary employees shall also be shown on the list, date the probationary period ends.

## **10.02 PROBATION**

A new Employee shall be on probation for a period of ninety (90) calendar days from the date of hire, at the end of which a performance review will be conducted by the Employer. Upon successful completion of the probationary period, seniority is effective from the date of hire. If the Employer finds upon this review that the Employee is not suitable, then the Employee may be released from employment with forty-eight (48) hours of notice, or pay in lieu of notice. The Probationary period may be extended by mutual agreement.

## **10.03 CONTRACT EMPLOYEE SENIORITY**

Contract Employees shall not accrue seniority under the provisions of Article 10.01 of the Collective Agreement.

# **ARTICLE 11 – COMPLAINTS AND GRIEVANCES**

## **11.01 DEFINITION OF A GRIEVANCE**

A grievance will be defined as any difference or dispute arising between the parties to this Agreement concerning the interpretation, application, administration, operation, or alleged violation of this Agreement.

## **11.02 UNION MAY INSTITUTE GRIEVANCE**

The Union and its representatives will have the right to originate a grievance on behalf of an Employee, or group of Employees, and to seek resolution with the Employer in the manner provided in the Grievance Procedure.

## **11.03 POLICY GRIEVANCE**

Where a dispute involving a question of general application or interpretation occurs, or where a group of Employees or the Union or the Employer has a grievance, such dispute will be initiated at Step II.

## **11.04 RECOGNITION OF STEWARDS, REPRESENTATIVES AND GRIEVANCE COMMITTEE**

In order to provide an orderly and speedy procedure for the settling of grievances or potential grievances, the Employer acknowledges the role of Union Steward and BC Union Workers Union Representatives in the grievance process. The Stewards and Representatives will assist any Employee represented by the Union in preparing and presenting the Employee's grievance in accordance with the grievance procedure.

## **11.05 CARRYING OUT DUTIES**

The Employer agrees that the Steward will be given reasonable freedom of action in investigating grievances or potential grievances and discussing resolutions.

Every reasonable effort will be made to schedule the meetings required under this Grievance Procedure at mutually agreed times which do not conflict with scheduled work assignments. When this is not possible, an Employee, whether as a Grievor, witness, or Union representative who is required to be absent from work will suffer no loss of pay and benefits to which the Employee would otherwise be entitled as a bargaining unit Employee.

## **11.06 GRIEVANCE PROCEDURE**

The Employer and Employee are encouraged to resolve complaints informally. An Employee should initiate discussion with the Employer within fifteen (15) working days of the Employee becoming aware of the occurrence or recurrence of the event giving rise to the issue. Any informal resolution of a complaint will be without prejudice or precedent with respect to the interpretation or application of the Collective Agreement.

Failing settlement of the complaint, it may be taken up as a grievance by the Union according to the following procedure:

Step I

- a) The grievance shall be stated in writing and shall be submitted to the Chairperson of the Personnel Committee or their designate with a copy to the National Union. The written grievance shall provide:
  - i) a description of the of the incident(s) in dispute, if any, from which the grievance arose; and Article of the Labour Agreement that have been violated,
  - ii) a suggested remedy.
- b) The Executive Director or their designate shall meet with the Employee within fifteen (15) working days. The Employee may be accompanied by an advocate of the Employee's choice; the Chairperson of the Personnel Committee or their designate may be accompanied by another member of the Committee.
- c) After receipt of a written grievance, the Employer shall have a maximum of fifteen (15) working days in which to present a written response to the Employee. Failing settlement, the grievance shall proceed to Step II within a maximum of fifteen (15) working days.

#### Step II

Step II will commence upon written notice from the Union to the Chairperson of the Personnel Committee or their designate. The Employer Representatives and the Union Representatives will then have fifteen (15) working days in which to meet and attempt to resolve the grievance. If the grievance is resolved, a memorandum will be made of the agreement reached and signed by the representatives of each party, and a copy will be made for each party. If the grievance cannot be resolved, the union will, not later than fifteen (15) working days following the fifteen (15) working day time limits, signify in writing to the Employer its intention to invoke the arbitration procedure as set out in Article 12.

### **11.07 TIME LIMITS**

For any particular grievance, the time limits provided in the Grievance Procedure may be extended by mutual consent of both parties. Such consent will not be unreasonably withheld.

### **11.08 EMPLOYEES MAY BE PRESENT**

Where required by the Union or Employer, the Grievor will be permitted time off without loss of pay and benefits to attend meetings with the Employer at a mutually agreeable time to resolve a grievance. The Grievor may take part at any step in the grievance procedure as required by the Union or the Employer.

### **11.09 PRIORITIES**

Any grievance involving harassment, suspension or dismissal may be initiated at Step II, at the discretion of the Union.



### **11.10 LOCATION OF GRIEVANCE MEETINGS**

The Employer will provide an appropriate room for grievance meetings.

### **11.11 TECHNICAL OBJECTIONS TO GRIEVANCE**

No grievance will be defeated or denied by any minor technical objection. Failure to initiate a grievance under 11.06 is not a minor technical objection.

## **ARTICLE 12 - ARBITRATION**

### **12.01 SINGLE ARBITRATOR**

A single Arbitrator will be appointed by mutual agreement of the Parties within 10 days of notice by the Union under Step II of the grievance procedure, and will hear any unresolved grievance as soon as possible.

### **12.02 APPOINTMENT OF AN ARBITRATOR**

The Parties shall, by mutual agreement, appoint an arbitrator from those identified in Appendix A.

### **12.03 FAILURE TO APPOINT**

If the Parties cannot agree to an Arbitrator within ten (10) days, they shall jointly apply to the Minister of Labour for the appointment of an Arbitrator.

### **12.04 DISAGREEMENT ON DECISION**

Should the Parties disagree as to the meaning of the Arbitrator's decision, either party may apply, within fifteen (15) working days, to the Arbitrator for a clarification of the decision.

### **12.05 EXPENSES OF THE ARBITRATOR**

The expenses and compensation of the Arbitrator will be shared equally between the parties.

### **12.06 AMENDING OF TIME LIMITS**

Whenever a stipulated time is mentioned in the procedure above, it may be extended, in writing, by mutual consent of the parties.

## **ARTICLE 13 - PICKET LINES**

### **13.01 RIGHT TO REFUSE**

The Employer agrees that no Employee will be subject to discipline or dismissal for refusing to cross a picket line. Salary or wages shall not be deducted for any time not worked as a result of such refusal.

### **13.02 WORK OF EMPLOYEES ON STRIKE OR LOCKED OUT**

The Employer agrees that it will not request, require, or direct Employees covered by the Collective Agreement to perform work resulting from lawful strikes or lock-outs that would normally have been carried out by those Employees on strike or locked out.

### **13.03 ARREST, INCARCERATION RELATED TO WORK**

No Employee shall be required to undertake activities that may result in their arrest/incarceration. However, if short-term arrest/incarceration that occurs as a result of work-related activity, the Employee shall be entitled to full wages and benefits.

## **ARTICLE 14 - POSTING OF POSITIONS, LAYOFF AND RECALL**

### **14.01 POSTINGS**

The Employer will post any internal vacancy for a continuing or temporary position for a minimum of fourteen (14) calendar days. The parties agree that the Employer has the ability to hire Contract Employees without the requirement for posting.

Employees who apply for an internal posting will be given a preference.

### **14.02 LAYOFF**

If a reduction of staff is necessary, the Employer shall meet with the Union Representatives and the Employee with the least amount of seniority will be the first laid-off providing the senior Employee has the ability to perform the job duties required.

### **14.03 NOTICE OF LAYOFF**

Employees in their first year of employment shall be given one (1) month of notice of layoff in writing or salary in lieu of notice.

Employees with more than one (1) year of employment shall be given three (3) months' notice of layoff in writing or salary in lieu of notice.

The period of notice shall not coincide with an Employee's vacation.

#### **14.04 OFFICE/FOODS AND CATERING CLOSURE**

In the event of a closure of either the Administrative Office or Foods and Catering Facility, Section 14.06 Recall, will apply.

#### **14.05 IN THE EVENT OF AN EMERGENCY CLOSURE**

In the event of an emergency closure of Halpern Centre or Food Services Operations:

- a) Employees who have already reported to work shall be paid out for their shift;
- b) Employees with two (2) hours or less notice or less of the closure shall be entitled to four (4) hours of pay;
- c) Employees with more than two (2) hours notice of the closure shall be entitled to two (2) hours of pay.

#### **14.06 RECALL**

An Employee with six (6) months or more of service, who is laid off due to a lack of work or redundancy, shall be placed on the recall list for a period of one (1) year.

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

The Employer shall not hire new employees until a recall list no longer exists for the position or a reasonable attempt has been made to contact all employees on the recall list. For the purposes of this Article, 'reasonable attempt' means personal contact is preferred; secondly a phone message is left and email. If a phone message or email is left, forty-eight (48) hours to respond is given.

In the event a laid off employee has been on the recall list for six (6) months and refuses a recall, such an employee shall be deemed to have voluntarily resigned. However, a student employee, at the time of lay-off, may waive, in writing, their right to recall for a specific period of time, in which case, they shall not be placed on the recall list until the conclusion of the waiver period. An up-to-date copy of the recall list shall be made available to the Union.

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

#### **14.07 SEVERANCE PAY**

An Employee whose service is terminated because of automation, changes in procedures, mergers or suspension of business shall receive severance pay. The severance pay shall be three (3) month's salary. Severance pay shall be payable to an Employee immediately upon termination.

Contract Employees are not eligible for severance pay unless provided for in their Employment Contract.



## **ARTICLE 15 - HOURS OF WORK AND SCHEDULING**

The work week for Administrative Regular Employees shall average not less than twenty (20) hours per week. The work week for Administrative Casual Employees shall not average more than nineteen (19) hours per week.

The work week for Food and Beverage Regular Employees shall average not less than twenty-five (25) hours per week. The work week for Food and Beverage Casual Employees shall not average more than twenty-four (24) hours per week.

The Employer recognizes the need for student Employees to have flexibility during exam periods. The Employer recognizes that Graduate Students may be restricted in the additional hours of work they can agree to take on due to agreements regarding scholarships or fellowship funding they receive and the expectations of their academic supervisor.

The Executive Director is responsible for setting the schedule of hours of work for the Administrative employees, but monthly schedules will be confirmed in consultation with the staff at monthly scheduling meetings held on or around the 15<sup>th</sup> of the month prior to the hours being scheduled.

The Operations and Services Manager shall be responsible for setting the schedule of hours of work for the Food and Beverage employees. New Semester Schedules will be confirmed in consultation with the staff two (2) weeks prior to the commencement of the semester in which the change is occurring.

Upon the commencement of a semester, any employee with a change in availability must provide it in writing to the applicable manager in the third (3<sup>rd</sup>) week prior to the month being scheduled.

Once a new semester scheduled has been confirmed, any modification to the schedule will be confirmed one (1) week in advance. If a manager fails to post a modified schedule one (1) week prior to the week in question, the employee has the right to refuse any additional hours scheduled.

The Employer agrees Employees have the right to refuse hours of work beyond the hours stipulated as regular weekly hours in their job description.

The parties agree that through mutual agreement additional hours, to those set forth in the Letter of Understanding on Work Hours – Administrative Staff, may be assigned in the Fall and Spring Semesters with an adjustment to the hours in the Summer Semester

### **15.01 OVERTIME ADMINISTRATION EMPLOYEES**

- a) An Employee shall be paid the equivalent of time and one-half of their rate of pay for all hours in excess of eight (8) in one day or forty (40) per week.
- b) An Employee shall be paid the equivalent of two times their hourly rate for all hours in excess of twelve (12) in one (1) day or forty-four (44) per week.

- c) For the purpose of this agreement a week shall be forty (40) hours worked. Only the first twelve (12) hours worked each day shall be calculated as hours worked towards the calculation of the week.
- d) Where an Employee is required to work on a Statutory Holiday, they shall be paid two (2) times the equivalent of their hourly rate.
- e) Banking of Overtime
  - (i) An Employee may request that their overtime hours be banked and taken as time off in lieu of pay at a time mutually agreed to.
  - (ii) Overtime wages will be credited at the rate at which it was earned. For example, if an Employee worked four (4) hours overtime at the rate of time and one-half, they shall be credited with six (6) hours of time off in lieu of pay.
  - (iii) Overtime hours taken as time off in lieu of pay must be taken within one (1) year of the date on which the overtime hours were earned.

## **15.02 OVERTIME – FOOD AND BEVERAGE EMPLOYEES**

- a) An Employee shall be paid the equivalent of time and one-half of their rate of pay for all hours in excess of eight (8) hours in one (1) day.
- b) An Employee shall be paid the equivalent of time and one-half of their rate of pay for all hours in excess of forty (40) hours per week.
- c) An Employee shall be paid the equivalent of two times their hourly rate for all hours in excess of forty-four (44) hours per week.
- d) For the purpose of this agreement a week shall be forty (40) hours worked.
- e) Where an Employee is required to work on a Statutory Holiday, they shall be paid two (2) times the equivalent of their hourly rate.
- f) Banking of Overtime
  - (i) An Employee may request that their overtime hours be banked and taken as time off in lieu of pay at a time mutually agreed to.
  - (ii) Overtime wages will be credited at the rate at which it was earned. For example, if an Employee worked four (4) hours overtime at the rate of time and one-half, they shall be credited with six (6) hours of time off in lieu of pay.
  - (iii) Overtime hours taken as time off in lieu of pay must be taken within one (1) year of the date on which the overtime hours were earned.



### **15.03 MUTUAL EXCHANGE OF SHIFTS**

Where an employee requests a mutual exchange of shifts with another employee, there shall be no additional cost borne by the employer where the work day exceeds eight (8) hours or the work week exceeds forty (40) hours.

### **15.04 SCHEDULED BREAKS**

Employees scheduled for seven (7) hours shall be permitted to have two (2) fifteen (15) minute paid breaks from work; one (1) in the first (1<sup>st</sup>) and one (1) in the second (2<sup>nd</sup>) half of the shift each working day.

Employees scheduled for more than three and one half (3 ½) hours but less than seven (7) hours, shall be permitted to have one (1) fifteen (15) minute paid break and shall add an additional five (5) minutes for every additional hour worked. Total paid breaks shall not exceed thirty (30) minutes for a seven (7) hour scheduled shift. All breaks, regardless of length, must be approved by a supervisor.

Employees are entitled to a thirty (30) minute unpaid meal break if they work more than five (5) hours.

If an employee is requested by a manager to work or be available for work during a meal break, the meal break must be paid time.

### **15.05 READING BREAK and SUMMER CLOSURE**

The Employer shall give a minimum of thirty (30) days notice to all Employees of pending operational closures due to the occurrence of either Reading break or Summer closure.

## **ARTICLE 16 – RATES OF PAY**

On September 1, 2018, wages and salaries will increase as per Appendix B.

### **16.01 DATE OF PAYMENT**

- a) Administrative Employee(s) shall be paid on or about the 15<sup>th</sup> and the last day of each month.
- b) Food & Beverage Employee(s) shall be paid bi-weekly on Fridays.

### **16.02 HEALTH AND DENTAL PLAN COORDINATOR**

The Health and Dental Plan Coordinator will be paid a flat salary based on average hours. Winter closure (usually 7-8 working days) is intended to cover additional occasional hours worked during the year. Reading break closures not spent on admin or staff retreat are similarly taken to cover occasional extra hours.

Holiday pay and stat pay are included in the averaged hours (i.e. there is no top up of the hourly rate for stats and holiday pay). If the Coordinator would normally work on a statutory holiday, they take the day off without interruption in pay. If they would not normally work on the stat, they take a different day off in lieu.

The Coordinator will continue to be paid during holidays and holidays are tracked.

Flex Hours and Additional Hours:

The Coordinator will have a set number of flex hours each year corresponding to set annual closures.

Hours worked in excess of their regularly scheduled hours will be subtracted from an employee's annual flex hours in accordance with Article 15.

Once flex hours have been exhausted, any approved additional hours worked will be paid at the agreed rate or taken as time off in lieu (as per Article 15 of the CBA), and will be taken by the end of the next contract year (April 1).

The Coordinator and management will meet regularly to review hours of work and ensure workload is in keeping with the agreed annual hours.

The Health & Dental Coordinator position is remunerated at a rate based on an average twenty-two (22) hours per week through the year. In practice the coordinator works 20 hours per week through most of the year, and 30 to 35 hours per week during the busy fall enrolment period.

## **ARTICLE 17 - TECHNOLOGICAL AND/OR ORGANIZATIONAL CHANGE**

### **17.01 DEFINITION/NOTICE**

The Employer agrees to provide the Union with not less than ten (10) weeks of notice in writing of any plans or intention to introduce a measure, policy, practice or change that affects the terms and conditions, or the termination of Employees covered by this agreement. The Union and the Employer may choose to waive the ten (10) weeks of notice by mutual consent.

### **17.02 CONSULTATION**

The Employer will consult with the Union representatives on the Labour/Management Committee as soon as reasonably possible with a view to minimizing the effect on Employees in the bargaining unit.

### **17.03 TRAINING**

When the Employer introduces a technological change, the Employer shall provide proper training to the Employees.

## ARTICLE 18 - HOLIDAYS, VACATIONS, AND BENEFITS

### 18.01 STATUTORY HOLIDAYS

a) Employees shall be entitled to the following statutory holidays with pay:

• New Year's Day	• Labour Day
• Good Friday	• Thanksgiving Day
• Easter Monday	• Remembrance Day
• Victoria Day	• Christmas Day
• Canada Day	• Boxing Day
• B.C. Day	• Family Day

- any day that the Government or Employer declares as a holiday or any day that that the Employer declares in lieu of any of the above holidays.

b) Employees may request time off without pay for religious observance for a day which is not provided by statute, and the Employer will take reasonable measures to accommodate such requests.

c) Qualifying Conditions for Statutory Holidays for Food and Beverage Employees

In addition to any other compensation earned, any employee who is on the payroll of the Employer on any of the foregoing recognized statutory holidays will be granted the equivalent pay at the straight time rate of the employee's regular scheduled shift, subject to compliance with all of the conditions (1) to (6) set forth below:

- (1) The employee must have been on the payroll for not less than the thirty (30) calendar days just preceding the holiday and must have previously qualified for a statutory holiday as provided in (d) below, and
- (2) The employee must have worked at least ten (10) days during the thirty (30) calendar day qualifying period just preceding the holiday, and
- (3) The employee must have worked their scheduled workday before, and their scheduled work day after, such holiday, unless failure to work their scheduled workday before or after the holiday was due to any of the following events:



- (i) When the employee is on their regular authorized paid vacation;
  - (ii) When the employee is unable to work by reason of an industrial accident as recognized by WorkSafe BC or non-occupational sickness or injury;
  - (iii) When the operation in which the employee is engaged is curtailed or discontinued by the decision of the Employer and which curtailment or discontinuance changes or eliminates the employee's scheduled work day before, or their scheduled work day after, such holiday;
  - (iv) When a trade in shifts agreed upon between employees and approved in advance by the Employer results in a temporary change of the scheduled work day before, or the scheduled work day after, the holiday, provided the employee works the shift agreed upon;
  - (v) When the employee is on a leave of absence authorized by the Employer.
- (4) The employee who has been on the payroll for at least thirty (30) days but who has not previously qualified for a Statutory Holiday will qualify for the holiday if they have worked a minimum of forty (40) hours during the thirty (30) calendar day qualifying period just preceding the holiday and meets the requirements of (b) and (c) above.
  - (5) Time lost as the result of an accident as recognized by WorkSafe BC, suffered during the course of employment, or time lost as a result of non-occupational sickness or injury shall be considered as time worked for the purpose of qualifying for a recognized paid holiday, it being understood that the employee will only be entitled to the credit for time while on WorkSafe BC benefits or non-occupational sickness.
  - (6) It is understood and agreed, however, that an employee shall not receive the above provided holiday pay if they have agreed to work on such holiday and fails or refuses to work, except in the case where bona fide sickness, or other bona-fide reason approved by the Employer, prevents their working on such holiday.

Casual employees "will be compensated for three and one-half (3.5) hours of pay" subject to compliance with all of the conditions (1) to (6) set forth above.

## **18.02 VACATIONS**

Vacation entitlements will be based on a service year. Employees will have the following annual vacation entitlements:

In the first year of service, the equivalent of the hours of worked for two (2) weeks at four percent (4%) of their gross wages.

In the second year of service, the equivalent of the hours worked for three (3) weeks at six percent (6%) of their gross wages.

In the fourth and subsequent years of service, the equivalent of the hours worked for four (4) weeks at eight percent (8%) of their gross wages for the previous year.

Any outstanding vacation due to an Employee at the end of the year of service must be scheduled to be taken within the first three (3) months of the next service year or be paid out.

If an Employee takes a full vacation entitlement in the first year of their employment and subsequently terminates their employment prior to completing their first full year of employment shall repay the pro-rated portion of the unearned vacation.

### **18.03 RRSP/STUDENT LOAN REPAYMENT/PEP PLAN**

- a) The Employer and Employee shall make matching contributions of 2.5 % of gross earnings each month to one of the following programs:
  - i) a Registered Retirement Savings Plan (RRSP). In the case of employees with more than 5 years of service, the Employer's contribution will match up to 4% of gross pay.
  - ii) repayment of a Provincial or Canada Student Loan
  - ii) a Personal Education Plan for a program of study at an accredited educational institution leading to a degree or a certification.
- b) Upon written request from the Employee, the Employer shall begin deducting the appropriate contribution rate as provided for in Article 18.03 (a) from the Employee's subsequent gross earnings and deposit the contributions into a separate account along with the Employer's matching contribution.

- i) RRSP

If the employee elects to set up an RRSP at the employers' institution, the employer will deduct and remit contributions each month to the RRSP.

If the employee elects to set up their RRSP at a different financial institution the employer will remit contributions on or before December 15th of each year. The Employee will provide proof to the Employer that the deposit was made to the RRSP account.

- ii) Student loan repayment

If the employee elects to allocate their contributions to student loan repayment, the Employer shall issue a cheque to the financial institution designated by the Employee no later than December 15th of the year in which the contributions were made to the Employee's account.

iii) Personal Education Plan

If the employee elects to allocate the contributions to a Personal Education Plan, the Employee will provide proof of registration in a program of study at an accredited educational institution and the account number for their tuition.

The Employer shall issue a cheque to the accredited educational institution designated by the Employee no later than December 15th of the year in which the contributions were made to the Employee's account.

Where the Employee wishes to pursue education or training in a program that does not offer a degree or certification, they may submit a written request to the Employer describing their plan and requesting authorization for use of this program to pay tuition for this training.

Personal Education Plan contributions cannot be used to cover the cost of training provided by the Employer in the normal course of business or training required under Article 17.

## **18.04 HEALTH AND WELFARE PLANS**

The Employer will pay MSP premiums for all Regular and Casual employees.

- a) For employees who work at least one shift in the first fifteen days of the first month of work, MSP coverage will begin on the first day of their first month of work.
- b) For employees who work their first shift on the 16th of the month or later, MSP coverage will begin on the first day of the following month of employment.

Following three (3) months of employment, the Employer will pay Extended Health – Dental – Vision Care premiums for Regular Employees.

All eligible Regular Employees may opt to have the above benefits provided for their families at their own expense.

Where a Casual Food and Beverage employee works more than 24 hours in a week by request of the employer, they will be paid four percent (4%) in lieu of benefits.

Where an Administrative employee works more than 19 hours in a week by request of the employer they will be paid four percent (4%) in lieu of benefits.

Where a casual Food and Beverage employee works more than twenty-four (24) hours in eight (8) weeks during a semester by request of a manager, the parties will meet within 60 days to evaluate a change in the Employee's status from "Casual" to "Regular" employee.



When an Administrative employee works more than nineteen (19) hours in eight (8) weeks during a semester by request of a manager, the parties will meet within 60 days to evaluate a change in the Employee's status from "Casual" to "Regular" employee.

### **18.05 CATERING GRATUITIES**

Catering gratuities are collected by the employer. Only employees who are assigned duties by a supervisor related to catering or are scheduled to work a catering function will receive a portion of the collected gratuity. In order to receive gratuities, an employee must ensure their name has been recorded by a supervisor on the catering function sheet posted in the kitchen. Gratuities collected will be distributed at least quarterly through payroll.

### **18.06 ADVANCE PAYMENT**

The parties agree that upon completion of their probationary period, Employees may request an advance of up to Two Hundred Dollars (\$200.00). No further advances will be granted until the previous advance has been repaid. A signed repayment agreement will govern the terms and repayment schedule with copies of the agreement to the Employer, the Employee and Employer's Bookkeeper.

### **18.07 FOOTWEAR ALLOWANCE**

After Food and Beverage employees have worked 12 months, the employer will contribute \$75.00 to the expense of purchasing one pair of shoes that are suitable for work. Employees must provide a receipt of purchases in order to obtain reimbursement. This benefit shall be renewed on the anniversary of hire each year of employment.

## **ARTICLE 19 - LEAVES**

### **19.01 LEAVE OF ABSENCE WITHOUT PAY**

An Employee may make a written application to the Employer for a leave of absence without pay as follows:

- a) Student employee may request up to four (4) months coop or study leave following the completion of probation; or
- b) Up to six (6) months following the completion of two (2) years of consecutive service, or;
- c) Up to one (1) year following the completion of the third and subsequent years of consecutive service.

Benefits will not be paid during unpaid leaves unless the Employee so requests and remits the premiums for these benefits in advance. Requests for Leave of Absence without pay will not be unreasonably denied or prejudice future assignment or reappointment.

## **19.02 COMPASSIONATE LEAVE**

- a) An Employee requiring compassionate leave will, by mutual agreement, be granted up to five (5) working days leave without loss of pay in case of the death of an immediate family member, close personal friend or individual permanently residing in the Employee's household. Where extensive traveling time is required, up to two (2) additional working days will be granted on request. Requests for this leave will not be unreasonably be denied.
- b) Compassionate leave without loss of pay may be granted by the Employer under other reasonable circumstances to attend to a family member or close personal friend who has suffered a serious injury or illness.

## **19.03 LEAVE FOR JURY SELECTION, JURY DUTY, CROWN WITNESS OR CORONER'S INQUEST**

- a) An Employee who is required to report for Jury Selection, Jury Duty, Coroner's Inquest, Statutory Tribunal or who is subpoenaed to serve as a Crown Witness in a court action, save and except actions involving the Employer unless subpoenaed by the Crown, on a day on which they would normally have worked, will not suffer any loss in wages and/or benefits to which they would have normally been entitled to.
- b) Employees shall remit to the Employer, with the exception of meal allowances, any pay received for attending Jury Selection, Jury Duty, Coroner's Inquest, Statutory Tribunal or for serving as a Crown Witness.
- c) In cases where an Employee's private affairs have occasioned a court action, any leave of absence will be without pay.

## **19.04 UNION OR PUBLIC OFFICE LEAVE**

The Employer agrees to grant leave without pay to Employees who have been elected or appointed to temporary office in the Union, or who have been nominated, elected or appointed to Federal, Provincial, Municipal or Aboriginal office for the duration or period of the office.

## **19.05 MATERNITY, ADOPTIVE PARENT OR PARENTAL LEAVE**

### **a) ENTITLEMENT**

Regular Employees are entitled to Maternity, Adoptive Parent and Parental Leave as specified in this Collective Agreement.

All Employees are entitled to Maternity, Adoptive Parent and Parental Leave as provided for under the provisions and regulations of the Employment Standards Act of British Columbia, as amended from time to time.



a) SUPPLEMENTARY BENEFITS

After one (1) year of employment, the Employer will provide Regular Employees a top-up of twenty-five percent (25%) on the Employer's portion of the claimed Employment Insurance Benefits for maternity and parental leaves and will continue to receive Health and Welfare Plan as outlined in Article 18.04.

It is expected that Employees who receive this Benefit will return to employment upon the termination of this leave for six (6) months unless there are mitigating medical circumstances verified from their treating physician which prevent them from doing so.

## 19.06 SICK LEAVE

- a) Sick leave is the period of time an Employee is permitted to be absent from work without loss of salary, as set forth in 19.06 (b) below, by virtue of being sick, disabled, exposed to contagious disease or because of an accident for which compensation is not payable under WorkSafe BC.
- b) Regular Employees are entitled to ten (10) days sick leave with full pay per calendar year. The Sick Leave will not be cumulative.

Employees who are unable to work due under a condition as set forth in (a) above beyond the ten (10) day period shall apply for EI Sickness benefits. Employees who are in receipt of EI Sickness benefits shall receive a Supplemental Top-Up Payment of twenty-five percent (25%) of their daily wages and will continue to receive Health and Welfare Plan as outlined in Article 18.04.

- c) Casual Employees are entitled to two (2) days sick leave with pay per semester. The Sick Leave shall not be cumulative.
- d) Employees who commence their employment during the calendar year shall have the sick leave outlined in (a) above pro-rated by their date of employment.
- e) There is no cash entitlement to unused sick leave.
- f) A physician's certificate may be required by the Employer at any time in case of illness. Where such a certificate is required and on submission of a physician's receipt, the Employer will reimburse the Employee for the fee, if any, levied by a physician for providing such a certificate.
- g) By mutual agreement of the Employer and Employee, up to five days of sick leave may be used annually to attend to personal needs, including but not limited to illness or injuries of family members or close personal friends, attendance at funerals, medical or dental appointments, or personal emergency.

## **19.07 SICK LEAVE ADVANCE**

If a Regular Employee who has completed their probationary period suffers a prolonged illness and uses up all of his or her sick leave credits, the Employee may take an advance against future credits so long as the balance of the advance at no time exceeds the ten (10) days.

## **ARTICLE 20 - HEALTH AND SAFETY**

### **20.01 UNSAFE WORKING CONDITIONS**

Employees who believe that their work situation is unsafe may refuse to work in the situation until the safety problem has been corrected by the Employer, or until an investigation has determined that the situation is safe. There shall be no discipline imposed on the Employee for refusing to work under this article.

### **20.02 OCCUPATIONAL HEALTH AND SAFETY ISSUES**

All Occupational Health and Safety Issues shall be referred to the Joint Labour Management Committee for discussion and resolution.

## **ARTICLE 21 – EMPLOYMENT EXPENSES**

### **21.01 PROFESSIONAL DEVELOPMENT**

- a) Following one (1) year of employment, with the prior written approval of the Employer, each Employee shall be entitled to up to five (5) days leave with pay per contract year to attend courses of instruction, conferences, seminars and/or workshops approved by the Employer that will assist the Employee in the performance of their duties. Unused professional development days may not be carried forward to subsequent years.
- b) The Employer shall pay the cost of attending the approved course, conference, seminar or workshop.
- c) Courses, conferences, seminars or workshops shall be chosen by mutual consent.
- d) If an Employee terminates their employment within three (3) months of receiving Professional Development Funds, from the Employer, such funds will be returned to the Employer by the Employee.

## **21.02 CONVENTIONS, CONFERENCES AND MEETINGS**

- a) Where the Employer requires the Employee to attend a Convention, conference or meeting, the Employer shall reimburse the Employee for all reasonable costs incurred.
- b) Under normal circumstances, an Employee will be paid for a regular working day. Under exceptional circumstances such as working conferences, the Employee may be paid an hourly wage with the prior written consent of the Employer.

## **21.03 PROFESSIONAL FEES**

Where an Employee is required to join a professional association by the Employer, the Employer will pay the fees.

## **ARTICLE 22 – RECLASSIFICATION**

Where either the employee or the employer believes that the duties and responsibilities of a position have changed, either party may submit a request for reclassification accompanied by a detailed description of how the job has increased in terms of complexity of task, consequences or errors, communications and reporting. The parties shall then meet within sixty (60) days to evaluate the request and mutually agree on the changes in rate of pay. The sole criteria for deciding whether a pay increase is warranted are as noted. An increase in workload is not in itself grounds for reclassification.

## **ARTICLE 23 – PERFORMANCE REVIEWS**

### **23.01 NON-DISCIPLINARY PERFORMANCE REVIEWS**

- a) All Employees and Managers will receive an annual non-disciplinary performance review. This review will occur within 30 days of the anniversary of the Employee's hire.
- b) Members of the Bargaining Unit shall be invited to participate in the performance review of the managers whom they work under.
- c) The Parties agree that reviews are to serve the purpose of self-improvement, and shall not be used in any disciplinary process involving bargaining unit staff.

## **ARTICLE 24 – TERM OF AGREEMENT**

### **24.01 TERM OF AGREEMENT**

The Parties agree that this will provide for a three (3) year term beginning April 1, 2019 and will expire at midnight, March 31, 2022.

The Parties agrees to to bargain the next collective agreement during the February 2022 reading break dates.

### **24.02 LABOUR RELATIONS ACT OF BRITISH COLUMBIA**

The Parties hereby agree to exclude the operation of Section 50 (2) and (3) of the Labour Relations Code.

### **24.03 NOTICE OF RE-OPENING**

This Agreement may be opened for collective bargaining by either party by giving written notice, by January 31, 2022. Where no notice is given by either party prior to January 31, 2022, both parties shall be deemed to have given notice under this clause.

All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the Employer shall be given by the Employer's formally designated person.

### **24.04 COLLECTIVE BARGAINING**

If notice of desire for changes has been given in accordance with Section 24.03 above, the parties shall, as soon as agreeable following such date of notice, meet for collective bargaining, the Employer being represented by a Bargaining Committee appointed by the Employer and the Union being represented by a Bargaining Committee as selected by the Union. Any agreement on changes arrived at and approved in such negotiations shall be binding on upon the parties to this agreement. If such negotiations cannot be completed prior to the expiry date of this Agreement following the date on which such notice was given, any changes in compensation to Employees shall nevertheless be retroactive to said expiry date.

### **24.05 TERMINATION**

In case negotiations conducted in accordance with Section 24.04 break down, either party may terminate this Agreement upon the expiration of ten (10) days' notice in writing served either by hand or by registered mail to the other party.



## **ARTICLE 25 - COMMUNICATION & CONTACT**

Richard Tones  
President  
BC Union Workers Union  
P.O. Box 80165 Station South  
Burnaby, BC  
V5H 3X5

In Witness Whereof, we, the undersigned have hereunto set our signatures.

Dated this 18 day of April, 2019.

For University of Victoria Graduate  
Students' Society

  
Stacy Chappel, Executive Director

  
Carla Osborne, Director of Finance

For BCUWU

Mike Cosgrave

Celia Mason

  
Lauren Bexrud

  
Neil Barney, Unit Chairperson

  
Dan Rowe, Chief Negotiator

  
Richard Tones, President BCUWU

## APPENDIX A: EXPEDITED ARBITRATORS LIST

WAYNE MOORE  
410 – 2525 Quebec Street  
Vancouver, B.C.  
V5T 4R5

DAVID McPHILLIPS  
Suite 199, 800-15355 24th Ave.  
Surrey, B.C.  
V4A 2H9

GORDON WHITE  
#1 – 1270 Balmoral Road  
Victoria, B.C.  
V8T 1B7

MARCIA MCNEIL  
Heenan Blaikie  
1005 Langley St  
Victoria BC  
V8W 1V7

MARGUERITE JACKSON, QC  
245 – 2906 West Broadway  
Vancouver, B.C.  
V6K 2G8

JOAN GORDON  
300 – 127 – West 6th Avenue  
Vancouver, B.C.  
V6H 1A6

LAURA LUZ  
2302 Francis View Drive  
Victoria, B.C.  
V9B 6J4

## APPENDIX B: WAGES – Effective April 1, 2019

		Current rate from March 31, 2019			
Position			1-Apr-19	1-Apr-20	1-Apr-21
Server	\$13.25		\$13.78	\$14.55	\$15.32
Server shift super	\$13.65		\$14.22	\$15.05	\$15.88
Barista	\$14.00		\$14.42	\$14.92	\$15.52
Line cook entry (casual)	\$14.25		\$14.68	\$15.19	\$15.80
Line Cook permanent	\$15.15		\$15.60	\$16.15	\$16.80
Dishwasher	\$14.00		\$14.42	\$14.92	\$15.52
Shift kitchen super	\$16.50		\$16.91	\$17.42	\$17.94
Baker	\$15.79		\$16.18	\$16.67	\$17.17
FOHC	16.50		\$16.91	\$17.42	\$17.94
Head Cook/Kitchen super	\$21.30		\$21.83	\$22.49	\$23.16
Events Coordinator / Food Service Admin	\$22.28		\$22.84	\$23.52	\$24.23
Office coordinator					
step 3	\$22.96		\$23.19	\$23.65	\$24.36
step 2	\$22.73		\$22.96	\$23.42	\$24.12
Step 1	\$22.50		\$22.73	\$23.18	\$23.87
Entry	\$22.28		\$22.50	\$22.95	\$23.64
Health coordinator					
Step 4	\$26,327.38		\$26,590.65	\$27,122.47	\$27,936.14
Step 3	\$26,066.71		\$26,327.38	\$26,853.92	\$27,659.54
Step 2	\$25,808.63		\$26,066.72	\$26,588.05	\$27,385.69
Step 1	\$25,553.10		\$25,808.63	\$26,324.80	\$27,114.55
Entry	\$25,300.10		\$25,553.10	\$26,064.16	\$26,846.09



## APPENDIX C: JOB DESCRIPTIONS – Food and Beverage Employees

### KITCHEN POSITIONS

JOB TITLE:	<b>KITCHEN SUPERVISOR/HEAD COOK</b>
Supervisor:	Operations and Services Manager
Type of Position:	Year round, permanent
Hours:	30-35 Hours/week

#### Position Overview

The primary objective of kitchen supervisor/head cook is to work with the operations and services manager to establish the maximum operational efficiency and food quality of the kitchen. Her/his foremost responsibility is to ensure that all food products are of the highest quality obtainable. She/he must set an example to other employees through her/his work habits and mannerisms. She/he prepares and cooks meals and specialty foods. The kitchen supervisor/ head cook must possess the same goals and desires as that of the operations and services manager: primarily a total dedication to serve our members sustainably purchased quality food at the lowest cost. This position within the Grad House is a unionized position and requires 25% of their time in the office and 75% of their time in the kitchen.

#### Essential Job Functions

##### Staff supervision

- Assists in hiring, scheduling of kitchen staff, finding replacements for absent employees and assisting during busy periods where needed.
- Provides day-to-day kitchen supervision and is responsible kitchen employee training and progress evaluation
- Communicates regularly with Operations and Services Manager regarding kitchen staff performance
- Ensures that all Health standards, WCB standards, Criminal Code, municipal by-law regulations and fire regulations are adhered to at all times.

##### Menu development, cooking & kitchen management

- Development and review recipes on a regular basis for the Grad House and Grad House Catering menu
- Ensures all food preparation is of the highest quality and prepared in a safe, healthy, consistent, and attractive manner
- Order all food required for food service and catering functions
- Control food cost, portions, inventory and waste

- Ensures all equipment is maintained and in good working order.

#### Administration

- Assists with annual inventory counts, controls and record keeping
- Assists the operations and services manager with day to day financial and administrative tasks relating to Food Service operations.
- Assists in the development and implementation of the annual operating budget.
- Communicates with the operations and services manager about any food services problems or other noteworthy points.

#### Qualifications / Knowledge

- College training from a recognized culinary institute, or equivalent cooking and production experience
- Basic math skills, experience using computer word processing and spreadsheet
- Knowledge of kitchen training techniques
- Understanding of proper use and maintenance of major kitchen equipment, including stoves, refrigeration, slicers, knives and dish machine
- FOODSAFE Level 1 and 2
- Commitment to a high standard of customer service and food quality
- A minimum of 5 years working in a food preparation position

#### Skills/Aptitudes

- Interested in local food production and is connected to food production on Vancouver Island
- A creative flair when designing and presented menu items
- Professional communications skills, oral and written
- Actively leads, supervises, and motivates employees
- Ability to work in a high-energy and demanding environment
- Strong leadership skills and is a team players
- Effective problem solver
- Able to take directions
- Interest in cooking for diverse dietary requirements

JOB TITLE:	<b>LINE COOK</b>
Supervisor:	Kitchen Supervisor / Head Cook
Last Updated:	July 19, 2011
Type of position:	Year round, permanent
Hours:	25 -35 hours per week

#### Position Overview

The Line Cook is responsible for the preparation of high-quality food in a timely, efficient, sanitary and consistent manner. Our Line Cooks work in a fast-paced work environment while maintaining the organizational ability to identify and act on job duties quickly and effectively. They also work as team members in a dynamic workplace, follow all safety procedures, and have a high threshold for heat in a kitchen environment and at times provide supervision and training of others within the kitchen.

#### Essential Job Functions

##### Cooking

- Daily preparation of food items in the pantry, fry and/or stations or other areas of the kitchen
- Setup station according to restaurant guidelines
- Prepare all food items as directed in a sanitary and timely manner
- Follow recipes, portion controls, and presentation specifications as set by the restaurant
- Restock all items as needed throughout shift
- Acts as expediter, receives the food orders, and communicates with other cooks
- Prepare dishes for customers with food allergies or intolerances
- Ensure quality and safety of food by performing standard and any additional sanitary measures including sweeping of the floors, cleaning of surfaces, as well as proper covering and storage of food items according to standards and procedures
- Serve food in the proper portion size and at the proper temperature

##### Cleaning and equipment maintenance

- Use and maintain all equipment in station
- Assist with the cleaning, sanitation, and organization of kitchen, walk-in coolers, and all storage areas

##### Performance & Safety

- Follow proper reporting procedures for accidents and incidents to ensure follow-up and prevention
- Adhere to all regulations including blood borne pathogens, infection control, use of hazardous materials and fire safety
- Perform other related duties as required

### Qualifications / Knowledge

- High school diploma or GED equivalent
- Professional diploma or minimum 3 year of cooking experience required
- FOODSAFE Level 1, WMIS
- Demonstrated knowledge of food and catering trends, quality, production, sanitation, food cost controls, and presentation required
- Knowledge of methods and procedures for serving food, principles of sanitation, and principles of safe food handling required
- Ability to lift up to 50lb

### Skills/Aptitudes

- Effective communication skills
- Highly flexible, with solid interpersonal skills that allow one to work effectively in a diverse working environment
- Highly effective teamwork skills
- Attention to detail in all areas of work
- Superior time management skills, multitasking skills, and the ability to prioritize tasks with minimal supervision
- Strong problem identification and problem resolution skills
- Strong work ethic and positive team attitude



JOB TITLE: **RELIEF LINE COOK**  
Supervisor: Operations and Services Manager, Kitchen Supervisor / Head Cook  
Last Updated: July 19, 2011  
Type of position: seasonal, casual  
Hours: variable and can change seasonally, 10 – 24 hours per week

#### Position Overview

Is responsible for basic food preparation like fryers, salads and sandwiches in a timely, efficient, prescribed, sanitary and consistent manner with no supervision over others within the kitchen.

#### Essential Job Functions

##### Cooking

- Ensure that proper preparation procedures have been completed, assist in prep completion as directed
- Prepare the cooking areas for the shift
- Prepare all food items as directed in a sanitary and timely manner
- Follow recipes, portion controls, and presentation specifications as set by the restaurant
- Restock all items as needed throughout shift
- Serve food in the proper portion size and at the proper temperature
- Control and limit waste

##### Cleaning and equipment maintenance

- Use and maintain all equipment in station
- Assist with the cleaning, sanitation, and organization of kitchen, walk-in coolers, and all storage areas

##### Performance & Safety

- Arrive on time and ready to work
- Prepare dishes for customers with food allergies or intolerances
- Follow all health and safety regulations prescribed
- Follow all the restaurant regulation prescribed
- Ensure quality and safety of food by performing standard and any additional sanitary measures including sweeping of the floors, cleaning of surfaces, as well as proper covering and storage of food items according to standards and procedures
- Communicate problem and ideas to and with supervisors, co-workers and manager
- Perform other related duties as required

### Qualifications / Knowledge

- High school diploma or GED equivalent
- Professional diploma or minimum 1 year of cooking experience required
- FOODSAFE level 1
- Basic knowledge of methods and procedures for serving food, principles of sanitation, and principles of safe food handling required
- Ability to lift up to 50lb

### Skills/Aptitudes

- Effective communicator
- Flexible, with solid interpersonal skills that allow one to work effectively in a diverse working environment
- A work ethic and positive team attitude
- Attention to detail in all areas of work
- Multitasking skills, and the ability to prioritize tasks with minimal supervision

JOB TITLE: **PREP COOK & DISHWASHER**  
Supervisor: Operations and Services Manager, Kitchen Supervisor / Head Cook, Line cook  
Last Updated: July 19, 2011  
Type of position: seasonal, casual  
Hours: Variable and can change seasonally, 10 to 24 hours per week

#### Position Overview

Is responsible for basic food preparation, cleans all kitchen dishes and ware following proper dishwashing and sanitizing in prescribed method. Is responsible for the maintenance of general cleanliness of the kitchen, loading area outside, keg and empties storage room.

#### Essential Job Functions

- Prepares all food products according to the prescribed method
- Maintain the highest of food quality obtainable.
- Receive and store all products according to direction
- Correctly operate dish machine
- Bus, sort and rack dishes
- Place clean dishes in appropriate places
- Maintains a clean and safe kitchen
- Follows all health and safety regulations, all restaurant regulations and attends all meetings
- Communicate problem and ideas to and with supervisors and manager
- Arrives on time and ready to work
- Maintains all equipment and utensils, keeps all areas of kitchen organized
- Follows managers and supervisors instructions and suggestions
- All other duties as assigned

#### Qualifications / Knowledge

- High school diploma or GED equivalent
- FOODSAFE level 1
- Ability to lift up to 50lb

#### Skills/Aptitudes

- A work ethic and positive team attitude
- Willingness to learn and take direction

## FRONT OF THE HOUSE POSITIONS

JOB TITLE: **SERVING SUPERVISOR (EVENINGS)**  
Supervisor: Operations and Services Manager  
Type of Position: Year round, permanent  
Hours: variable and can change seasonally, 25-30 hours per week

### Position Overview

Coordinates front of house operations when Operations and Service Manager is not in house. The Serving supervisor's duties also include regular serving duties (see below)

### Essential Job Functions

#### Customer Service

- Ensure customer satisfaction, resolve customer complaints
- Take and relay food and beverage orders using prescribed method
- Process guest orders in a timely and accurate fashion
- Serve food and beverages to guests in accordance to prescribed method
- Provide food and beverage product knowledge
- Use proper serving techniques
- Practice responsible alcohol service
- Total bill and accept payments

#### Supervision and Training

- Participates in the recruitment, selection, and training of serving staff
- Communicates with Operations and Services Manager regarding serving staff performance
- Assists in preventing overstaffing during evening shifts, decides when serving staff go home early due to slow business

#### Occupational health and safety, cleaning and upkeep

- Clean and clear sections, assist bus people
- Ensures all health and safety regulations, liquor laws and restaurant policy are followed by serving staff
- Stock station and perform assigned side duties
- Acts as primary contact with Security during evening shifts



### Administration

- Cash out and reconcile cash with total sales
- Responsible for approval of voids, refunds, and handling customer complaints during evening shifts
- Acts as main contact for communication and resolving problems between kitchen and serving staff during evening shift
- Ensures closing procedures are followed and restaurant is secured at close
- Notifies Operations and Services Manager when paper supplies, glassware, liquor, and non-alcoholic beverage supplies are low.
- Check server cash-out sheets weekly to ensure they were completed correctly
- Ensure front of house cleaning duties are completed

### Qualifications / Knowledge

- High school diploma or GED equivalent
- Completion of a food service administration, hotel or restaurant management course is an asset
- Knowledge of the products, services, sector, industry and local area
- Knowledge of relevant legislation and regulations
- Must be able to perform simple math calculations
- Must be able to move quickly and stand for long periods of time
- Ability to lift up to 25lb
- FOODSAFE, Serving It Right

### Skills/Aptitudes

- Provide excellent customer service
- Capacity to communicate clearly with co-workers, guests
- Provide leadership
- Proven human resource management skills such as training, motivation,
- Capable organizer, handle multiple tasks, strong time manager

JOB TITLE: **SERVER**  
Supervisor: Operations and Services Manager, Serving Supervisor, Kitchen Supervisor  
Type of position: Casual  
Hours: variable and can change seasonally, 10-24 hours per week casual

### Position Overview

The duties of wait staff include preparing tables for meal service, taking customers' orders, serving food and drink, guest satisfaction, handle payment, complaints / concerns of customers and the cleaning up before, after and during service.

### Essential Job Functions

- Serve food and beverages to guests in accordance to prescribed method
- Provide food and beverage product knowledge
- Use proper serving techniques
- Practice responsible alcohol service
- Total bill and accept payments
- Cash out and reconcile cash with total sales
- Clean and clear sections, assist bus people
- Stock station and perform assigned side duties
- Follows all health and safety regulations, all restaurant regulations and attends all meetings

### Qualifications / Knowledge

- High school diploma or GED equivalent
- Clean and neat appearance
- Knowledge of the products, services, sector, industry and local area
- Knowledge of relevant legislation and regulations
- Must be able to perform simple math calculations
- Must be able to move quickly and stand for long periods of time
- Ability to lift up to 25lb
- FOODSAFE, Serving It Right

### Skills/Aptitudes

- Provide excellent customer service
- Capacity to communicate clearly with co-workers, guests
- Efficiency in all aspects of job performance

**JOB TITLE: BARTENDER/BUSSER**  
Supervisor: Operations and Services Manager, Serving Supervisor, Kitchen Supervisor  
Type of position: Casual  
Hours: variable and can change seasonally, 10 -20 hours per week

### Position Overview

The duties of a bartender / busier are intended to provide overall support to the front of house. Generally this position requires multi-tasking abilities, monitoring the floor, the kitchen and the bar.

### Essential Job Functions

#### Bartending

- Receive drink orders from guests or wait staff
- Mix and serves alcoholic and non-alcoholic drinks for guest following standard recipes
- Make manager aware of liquors, other beverages and supplies needing to be ordered
- Check ID's to ensure they are of legal drinking age
- Communicate with coworkers throughout your shift to maintain service efficiency and guest satisfaction
- Serve water, and provide refills as needed
- Practice responsible alcohol service
- Control and limit waste, record spillage
- Follows all health and safety regulations, all restaurant regulations

#### Bussing

- Maintain cleanliness and sanitation of the front of the house including tables, chairs, floors
- Clear tables and run food to assist serving staff
- Wash and sterilize glassware
- Stock station and perform assigned side duties
- Attends all staff meetings
- Other duties as assigned

#### Qualifications / Knowledge

- High school diploma or GED equivalent
- Clean and neat appearance
- Knowledge of the products, services, sector, industry and local area
- Knowledge of relevant legislation and regulations
- Must be able to perform simple math calculations
- Must be able to move quickly and stand for long periods of time
- Ability to lift up to 25lb
- FOODSAFE, Serving It Right

#### Skills/Aptitudes

- Provide excellent customer service
- Capacity to communicate clearly with co-workers, guests
- Efficiency in all aspects of job performance



## **LETTER OF UNDERSTANDING #1**

### **Re: PARTICIPATION ON HIRING COMMITTEE**

The parties agree that it is proper for a member of the bargaining unit to participate on the hiring committee for the selection of the classifications of Executive Director and Operations & Services Manager.

The participating member on the Hiring Committee will be selected by the bargaining unit.

This participation is to ensure the continued close working relationship that is necessary for effectiveness and efficiency of the Employer's operations.

The final decision of hiring the Executive Director and Operations & Services Manager shall remain with the Employer.

## **LETTER OF UNDERSTANDING #2**

### **RE:        DEVELOPING A RESPECTFUL WORKPLACE ENVIRONMENT FREE OF              HARASSMENT AND BULLYING**

The Parties agree to establish a committee on workplace culture, made up of two members of Management, and two members of the Bargaining Unit appointed by the Union. The committee will develop policies around:

1. the reporting and investigation of complaints about workplace harassment and bullying;
2. actions to develop a safe and respectful workplace;
3. support for Employees who have experienced bullying, harassment, or discrimination.

The committee will investigate the use of outside resources, including, but not limited to, the Victoria Sexual Assault Centre, the Anti-Violence Project, and UVic Equity and Human Rights.

The committee will meet during regular business hours, and bargaining unit members involved in the committee will be compensated for their time at the Food & Beverage Administration rate.

The committee will meet at the close of bargaining, and produce a plan and timeline for completion no later than August 15, 2018.

The final report will be completed by December 15, 2018.

### **LETTER OF UNDERSTANDING #3**

**Re: NEW EMPLOYEE ORIENTATION PACKAGE**

The Parties agree to establish a joint committee that will be tasked with deciding the content of an orientation package for all new Employees. The committee will begin meeting at the close of bargaining and will conclude by August 2018.

## **LETTER OF UNDERSTANDING #4**

### **Re:      JOB DESCRIPTIONS**

Within ninety (90) days of ratification of this agreement the Parties shall meet and review all Bargaining Unit job descriptions. The Parties will confirm or revise job descriptions by mutual agreement.

The venue for this process shall be the Labour Management Committee.

In the event of a dispute arising, between the Parties, regarding the job descriptions under review, the specific jobs in dispute may be referred by either Party to the grievance procedure pursuant to article 11 of the collective agreement.