# **COLLECTIVE AGREEMENT**

# between the

# UNIVERSITY OF VICTORIA GRADUATE STUDENTS' SOCIETY



and the

BRITISH COLUMBIA UNION WORKERS' UNION (BCUWU)



(the Union)

Effective from April 1, 2022 to March 31, 2025

(07122022v1)

# **TABLE OF CONTENTS**

ARTICLE 1 - PI	URPOSE	1
1.1	Purpose of Agreement	1
ARTICLE 2 - D	EFINITIONS	1
2.1	General Definitions	
2.2	Definition of Employer	1
2.3	Definition of Unionized Employee	1
2.4	Definition of Regular, Regular Part-Time and Casual Employees	
2.5	Definition of Contract Employee	2
2.6	Definition of Elected Executive	2
2.7	Bargaining Unit Work	2
2.8	Definition of Union	2
2.9	Definition of Bargaining Unit	2
ARTICLE 3 - U	NION RECOGNITION	3
3.1	Union Recognition by Employer	3
3.2	No Other Agreements	3
3.3	Employee Attendance at Meetings	3
3.4	Union Pins and Materials	3
ARTICLE 4 - M	IANAGEMENT RIGHTS	3
ARTICLE 5 - CI	HECK-OFF OF UNION DUES	3
5.1	Dues Check-Off	3
5.2	Forwarding Dues	3
5.3	T-4s	4
ARTICLE 6 - U	NION FACILITIES	4
6.1	Communication Platform	4
6.2	Bargaining Unit Meetings	4
6.3	Union Mail Slot	4
ARTICLE 7 - SA	AFETY, RESPECT, DISCRIMINATION, HARASSMENT, EMPLOYMENT EQUITY	
	PRIVACY	4
7.1	A Safe and Respectful Workplace	4
7.2	Discrimination Defined	5
7.3	Employment Equity	5
7.4	Bullying and Sexual and Personal Harassment	5
7.5	Privacy	5
ARTICLE 8 - LA	ABOUR MANAGEMENT RELATIONS	6
8.1	Labour-Management Committee	6
8.2	Collective Bargaining	
8.3	Recognition and Rights of Stewards	
8.4	Time Off for Union Business	7
ARTICLE 9 - D	ISCIPLINE	7
9.1	Just Cause	
9.2	Confidentiality	
9.3	Progressive Discipline	
9 4	Required Notice	8

	9.5	Timelines Of Written Records	8
	9.6	Expunge Of Disciplinary Record	8
ARTICL	F 10 - SF	NIORITY	8
	10.1	Seniority	
	10.2	Probation	
	10.3	Contract Employee Seniority	
ARTICL	E 11 - CO	DMPLAINTS AND GRIEVANCES	9
	11.1	Definition of a Grievance	9
	11.2	Union May Institute Grievance	9
	11.3	Policy Grievance	10
	11.4	Recognition of Stewards, Representatives and Grievance Committee	10
	11.5	Carrying Out Duties	10
	11.6	Grievance Procedure	10
	11.7	Time Limits	11
	11.8	Employees May Be Present	11
	11.9	Priorities	11
	11.10	Location of Grievance Meetings	11
	11.11	Technical Objections to Grievance	11
ARTICL	E 12 - AI	RBITRATION	11
	12.1	Single Arbitrator	11
	12.2	Appointment Of An Arbitrator	11
	12.3	Failure to Appoint	11
	12.4	Disagreement on Decision	12
	12.5	Expenses of the Arbitrator	12
	12.6	Amending of Time Limits	12
ARTICL	E 13 - PI	CKET LINES	12
	13.1	Right to Refuse	12
	13.2	Work of Employees on Strike or Locked Out	12
	13.3	Arrest, Incarceration Related to Work	12
ARTICL	E 14 - PC	OSTING OF POSITIONS, LAYOFF AND RECALL	12
	14.1	Postings	12
	14.2	Layoff	12
	14.3	Notice of Layoff	13
	14.4	Office/Foods and Catering Closure	13
	14.5	In the Event of an Emergency Closure	13
	14.6	Recall	13
	14.7	Severance Pay	14
ARTICL	E 15 - HO	OURS OF WORK AND SCHEDULING	14
	15.1	Overtime Administration Employees	14
	15.2	Overtime – Food and Beverage Employees	15
	15.3	Mutual Exchange Of Shifts	
	15.4	Scheduled Breaks	
	15.5	Closures	16
ARTICL	E 16 - RA	ATES OF PAY	16
	16.1	Date Of Payment	16

<b>ARTICLE 17 - T</b>	ECHNOLOGICAL AND/OR ORGANIZATIONAL CHANGE	16
17.1	Definition/Notice	16
17.2	Consultation	16
17.3	Training	17
ARTICLE 18 - H	OLIDAYS, VACATIONS, AND BENEFITS	17
18.1	Statutory Holidays	
18.2	Vacations	
18.3	RRSP/Student Loan Repayment/Pep Plan	
18.4	Health and Welfare Plans	
18.5	Catering Gratuities	19
18.6	Advance Payment	20
18.7	Footwear Allowance	20
ARTICLE 19 - L	EAVES	20
19.1	Leave of Absence Without Pay	20
19.2	Bereavement and Compassionate Leave	
19.3	Leave for Jury Selection, Jury Duty, Crown Witness or Coroner's Inquest	
19.4	Union or Public Office Leave	
19.5	Maternity, Adoptive Parent Or Parental Leave	
19.6	Sick Leave	
19.7	Sick Leave Advance	22
ARTICLE 20 - H	EALTH AND SAFETY	22
20.1	Unsafe Working Conditions	22
20.2	Occupational Health and Safety Issues	22
ARTICLE 21 - E	MPLOYMENT EXPENSES	22
21.1	Professional Development	22
21.2	Conventions, Conferences and Meetings	22
21.3	Professional Fees	23
ARTICLE 22 - R	ECLASSIFICATION	23
ARTICLE 23 - P	ERFORMANCE REVIEWS	23
23.1	Non-Disciplinary Performance Reviews	23
ARTICLE 24 - T	ERM OF AGREEMENT	23
24.1	Term Of Agreement	23
24.2	Labour Relations Act of British Columbia	23
24.3	Notice of Re-Opening	23
24.4	Collective Bargaining	24
24.5	Termination	24
ARTICLE 25 - C	OMMUNICATION & CONTACT	2 <sup>4</sup>
APPENDIX A: E	EXPEDITED ARBITRATORS LIST	26
	VAGES – EFFECTIVE APRIL 1, 2022	
	OB DESCRIPTIONS – ADMINISTRATIVE EMPLOYEES	
	OB DESCRIPTIONS – FOOD AND BEVERAGE EMPLOYEES	
	DERSTANDING #1 - RE: PARTICIPATION ON HIRING COMMITTEE	

LETTER OF UNDERSTANDING #4 - RE: JOB DESCRIPTIONS4	<del>1</del> 5
LETTER OF UNDERSTANDING #5 - RE: JOINT COMMITTEE REGARDING PAYROLL ISSUES4	16
LETTER OF UNDERSTANDING #6 - APPENDIX C: JOB DESCRIPTIONS — ADMINISTATIVE EMPLOYEES 4	16
MEMORANDUM OF UNDERSTANDING #1 - APPENDIX B: WAGES4	17

#### **ARTICLE 1 - PURPOSE**

## 1.1 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**

#### 2.1 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".

## 2.2 Definition of Employer

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

## 2.3 Definition of Unionized Employee

The term "Employee" under this agreement refers to members of the bargaining unit in the classifications as defined in the Certification granted by the Labour Relations Board of British Columbia.

Employees at the GSS will include those:

- (a) funded primarily through membership fees collected for the Operating or Health and Dental Fund; or
- (b) funded through external grants that allow for staff hired to join the GSS union.
- (c) Definition of Externally Funded Employee

The term "externally funded employee" refers to contract staff hired by the GSS through external funding who are ineligible for BCUWU membership due to the nature of their employment relationship with the primary funder (e.g. Work Study positions). Management agrees to the following principals for externally funded employees:

- (1) GSS members received hiring priority.
- (2) No regular GSS employees, either management or union, shall be replaced by an externally funded position.
- (3) No union work shall be assigned to non-union employees.

(4) Externally funded positions shall be part of the BCUWU unless rendered ineligible by the external funder.

## 2.4 Definition of Regular, Regular Part-Time 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 "Regular Part-Time Employee" refers to employees whose regular hours of work are not less than ten (10) hours and up to nineteen and one-half (19.5) hours per week.

The term "Casual Employee" refers to employees who are recalled to work on a "as and when" needed basis.

## (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.

## 2.5 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.

Contract Employees include those hired under external funding agreements that allow employees to join BCUWU (e.g. Canada Summer Jobs and other grant funded employees).

#### 2.6 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.

# 2.7 Bargaining Unit Work

The Employer agrees that bargaining unit work will be conducted exclusively by bargaining unit employees. Bargaining unit work is defined as those duties and tasks normally carried out by bargaining unit employees as defined in their job description.

#### 2.8 Definition of Union

The term "Union" shall refer to the BC Union Workers' Union, their national, provincial and regional representatives.

## 2.9 Definition of Bargaining Unit

The term "Bargaining Unit" shall refer to the bargaining unit of the Union employed by the GSS.

#### **ARTICLE 3 - UNION RECOGNITION**

## 3.1 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.

# 3.2 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.

# 3.3 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.

## 3.4 Union Pins and Materials

Employees may wear official Union pins or buttons (or other clothing) 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.

Management staff shall hire, direct, train, support, discipline and where necessary, discharge employees. The Executive Board shall be responsible for setting the Employer's budget and for collaborating with Unionized Employees, but shall not direct Unionized Employees.

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

## 5.1 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. It is the responsibility of the Union to inform the Employer of rate changes.

## 5.2 Forwarding Dues

Deductions will be forwarded to the Treasurer of the Union or electronically transferred to the Union's account not later than the 15<sup>th</sup> 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.

#### 5.3 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**

#### 6.1 Communication Platform

The Employer will provide physical and digital space for Union communications that will include at a minimum:

- (a) A Bulletin board in the kitchen;
- (b) Digital platform agreed upon by both parties.

The Union will have the exclusive right to use these spaces to convey information to employees.

# 6.2 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.

Compensation shall be paid at the Food Service Administration, hourly rate for each employee involved in these meetings.

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

#### 6.3 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.

In the event that the Union's bargaining unit representative is working from home or otherwise remotely, the Employer will ensure that the representative receives such correspondence and notifications by email.

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

## 7.1 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.

#### 7.2 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 employees, or because that employees 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.

## 7.3 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.

## 7.4 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.

#### 7.5 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**

## 8.1 Labour-Management Committee

- (a) The parties shall establish a Labour-Management Committee, composed of no more than three (3) representatives of the Union, and no more than three (3) 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 BCUWU 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. Reasonable and sufficient meeting time will be provided. However, additional time to prepare for meetings will not be compensated by the Employer.

## 8.2 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) Time used towards collective bargaining shall be in lieu of and not in addition to regular work duties and hours.
- (d) Employees representing the Union will have the right to be assisted by a representative of BC Union Workers' Union.
- (e) Either party may bring in technical specialist to assist in the negotiation of any particular issue.

# 8.3 Recognition and Rights of Stewards

(a) The Employer recognizes the Union's right to select stewards to represent employees. The Employer and the Union will agree on the number of stewards, taking into account both operational and geographical considerations. The Union agrees to provide the Employer with a list of the employees designated as stewards.

- (b) Where an employee requests steward representatives, and the Union has determined an appropriate steward is unavailable, a union staff person, or local union officer designated by the Union will represent the employee.
- (c) A steward who is required to attend to their duties as shop steward will do so during a mutually agreeable time outside of their normal working hours and/or schedule. The steward will be compensated to perform such duties at their standard, straight-time rate of compensation. The minimum pay compensation to perform such duties will be one (1) hour.
- (d) The duties of stewards will include:
  - (1) Investigation of complaints of an urgent nature;
  - (2) Investigation of grievances and assisting any employee whom the steward represents in presenting a grievance in accordance with the grievance procedure;
  - (3) Supervision of ballot boxes and other related functions during ratification votes;
  - (4) Carrying out duties within the realm of safety responsibilities, these being recognized as complaints of an urgent nature which require immediate attention; and
  - (5) Attending meetings called by the Employer.

#### 8.4 Time Off for Union Business

Pursuant to the Collective Agreement, the Employer shall release Unionized Employees from their regular duties to attend to union business. Additional hours will not be assigned to cover union business.

Union elected representatives for the Labour-Management Committee, Hiring Committee, and workplace Culture Committees shall be released from duties to attend committee meetings. Additional hours will not be assigned beyond the meeting times, nor shall additional work beyond the scope of work conducted in meetings will be assigned to Union representatives on these committees.

Provided operational requirements continue to be met, the Chief Steward, at their discretion, shall be entitled to up to fifteen (15) hours of time per year to attend to grievances, LMC preparations, union communications, and other union work outlined in the Collective Agreement. Additional hours beyond this will not be assigned to cover union business outlined in this Collective Agreement.

The Union maintains a right to request leave of absences with pay beyond those outlined above with prior mutual agreement with Management. Expense reimbursement for the members of the Bargaining Unit shall be the responsibility of the Union. Approval for union related leaves of absences shall not be unreasonably withheld.

## **ARTICLE 9 - DISCIPLINE**

# 9.1 Just Cause

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

## 9.2 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.

## 9.3 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 typically 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.

## 9.4 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.

## 9.5 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.

#### 9.6 Expunge Of Disciplinary Record

An employee may request in writing that any formal written record of discipline issued in accordance with Article 9.1 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**

## 10.1 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.

#### 10.2 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.

## 10.3 Contract Employee Seniority

Contract Employees shall not accrue seniority under the provisions of Article 10.1 of the Collective Agreement.

#### **ARTICLE 11 - COMPLAINTS AND GRIEVANCES**

#### 11.1 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.

## 11.2 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.

## 11.3 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.

#### 11.4 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.

## 11.5 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.

#### 11.6 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:
  - (1) 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,
  - 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.

#### 11.7 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.

## 11.8 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.

#### 11.9 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 physical or virtual space 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 11.6 is not a minor technical objection.

## **ARTICLE 12 - ARBITRATION**

## **12.1** Single Arbitrator

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

#### 12.2 Appointment Of An Arbitrator

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

## 12.3 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.

#### 12.4 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.

## 12.5 Expenses of the Arbitrator

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

## 12.6 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**

## 13.1 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.

# 13.2 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.

#### 13.3 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

# 14.1 Postings

The Employer will post any internal vacancy for a continuing or temporary position for a minimum of fourteen (14) calendar days. All vacancies shall normally be posted internally prior to any external postings. All postings shall be sent to all employees via email. It will be the responsibility of employees to provide to the Employer their current email address to the Employer for this purpose. 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.

## 14.2 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.

## 14.3 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.

## 14.4 Office/Foods and Catering Closure

In the event of a closure of either the Administrative Office or Foods and Catering Facility, Section 14.6 Recall, will apply.

## 14.5 In the Event of an Emergency Closure

In the event of an emergency closure of Halpern Centre or Food Services Operations lasting no more than fifteen (15) business days:

- (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.

In the event of an emergency closure of Halpern Centre or some or all of the GSS services lasting more than fifteen (15) business days, Unionized Employees shall be placed on a lay off notice as per Article 14.3 beginning from the first day of the emergency closure.

#### 14.6 Recall

An employee with six (6) months or more of service, who is laid off under section 14.3, 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 layoff, 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.

## 14.7 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) weeks current salary for each year of employment or major portion thereof but in any event shall not be less than four (4) weeks current 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 and Regular Part-Time Employees shall average not less than ten (10) hours per week. The work week for Administrative Casual Employees shall be on an "as and when" needed basis.

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.

Employees' direct supervisor is responsible for setting the schedule of hours for the 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. Conflicts regarding scheduling and workload that cannot be resolved by the employee's direct supervisor shall be resolved by Management.

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 schedule has been confirmed, any modification to the schedule will be confirmed one (1) week in advance. It is the employee's responsibility to check their schedule one (1) week prior to the start of a new schedule. 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.

#### 15.1 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

- (1) 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.
- (2) 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.
- (3) 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.
- (4) An employee may, with prior Management approval, bank additional hours to be taken as paid time off at a later date. Lieu hours must be submitted on employee timesheets. Hours taken off in lieu of pay must be taken within one (1) year of the date on which the lieu time was earned. Management retains the right to cap lieu time banks in order to ensure the continued capacity and fiscal health of the organization.

## 15.2 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
  - (1) 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.
  - (2) 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.
  - (3) 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.

#### 15.3 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.

#### 15.4 Scheduled Breaks

Employees shall be entitled to one fifteen (15) minute break in the first five (5) hours of their shift. If their shift exceeds six (6) hours, they shall be entitled to one (1) additional paid fifteen (15) minute break.

Scheduling of 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.

#### 15.5 Closures

The Employer shall give a minimum of thirty (30) days notice to all employees of pending operational closures outside of the scope of section 14.5 Emergency Closures. Notice shall be considered given for the following routine closures due to the occurrence of either UVic Reading Breaks or Semester Breaks. During closures, Food and Beverage employees are not scheduled for GSS work. Administrative employees will be scheduled for normal work hours. in general, these closures occur:

Spring Reading Break: one (1) week in February coinciding with Family Day

Spring/Summer Semester Break: one (1) week in late April/early May between Spring and Summer semesters

Fall Reading Break: one (1) week in November coinciding with Remembrance Day

Winter Semester Break: two (2) weeks in late December/early January between Fall and Spring semesters.

#### **ARTICLE 16 - RATES OF PAY**

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

#### 16.1 Date Of Payment

Employees shall be paid bi-weekly on Fridays.

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

## 17.1 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.

#### 17.2 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.

#### 17.3 Training

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

## **ARTICLE 18 - HOLIDAYS, VACATIONS, AND BENEFITS**

## 18.1 Statutory Holidays

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

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

- (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.
- (d) 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

<sup>\*</sup>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.

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.

#### 18.2 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 to ninth 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.

In the tenth and subsequent years of service, the equivalent hours worked for five (5) weeks at 10% 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 prorated portion of the unearned vacation.

## 18.3 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:
  - 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.
  - (2) repayment of a Provincial or Canada Student Loan
  - (3) a Personal Education Plan for a program of study at an accredited educational institution leading to a degree or a certification.
  - (4) A disability Savings Account; or
  - (5) Another registered saving plan as agreed in writing by Management and the Employee.
- (b) The Employer will remit contributions to the employee on each pay cheque. The employee will provide proof to the Employer that the deposit was made to the appropriate benefits account.

#### 18.4 Health and Welfare Plans

The Employer will pay MSP or International Student Health Fee 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 16<sup>th</sup> of the month or later, MSP Premium or International Student Health Fee Premiums 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 and Regular Part-Time Administrative 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 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.

#### 18.5 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.

#### **18.6** Advance Payment

The parties agree that upon completion of their probationary period, Employees may request an advance of up to two hundred dollars (\$200). 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.

#### **18.7** Footwear Allowance

After Food and Beverage Employees have worked 12 months, the employer will contribute seventy-five dollars (\$75) 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**

## 19.1 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.

#### 19.2 Bereavement and Compassionate Leave

- (a) An employee requiring bereavement 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.

## 19.3 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.

#### 19.4 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.

## 19.5 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.

## (b) 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 18.4.

It is expected that employee 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.

## 19.6 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 19.6(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) Employees are entitled to accumulate sick leave at four percent (4%) of annual regular salary per calendar year. The Sick Leave will not be cumulative.

Employees who are unable to work due to a condition as set forth in (a) above, beyond their sick leave entitlements described in this article, 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 18.4.

- (c) 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.
- (d) There is no cash entitlement to unused sick leave.

- (e) 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.
- (f) By mutual agreement of the Employer and employee, up to fifty percent (50%) of sick leave entitlement 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.

#### 19.7 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**

## 20.1 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.

## 20.2 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**

## 21.1 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. Professional development time shall be considered time in lieu of regular work and not in addition to regular work hours.
- (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.

## 21.2 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.

#### 21.3 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**

## 23.1 Non-Disciplinary Performance Reviews

- (a) All employees and Managers will receive an annual non-disciplinary performance review. This review will occur within thirty (30) days of the anniversary of the employee's hire in their current position or at a standardized time of year as agreed to by the Labour-Management Committee.
- (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**

## 24.1 Term Of Agreement

The parties agree that this will provide for a three (3) year term beginning April 1, 2022 and will expire at midnight, March 31, 2025.

The parties agrees to bargain the next collective agreement during the February 2025 reading break dates.

#### 24.2 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.

## 24.3 Notice of Re-Opening

This Agreement may be opened for collective bargaining by either party by giving written notice, by January 31, 2025. Where no notice is given by either party prior to January 31, 2025, 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's formally designated person.

## 24.4 Collective Bargaining

If notice of desire for changes has been given in accordance with Section 24.3 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.

## 24.5 Termination

In case negotiations conducted in accordance with Section 24.4 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

Signed this <u>26th</u> day of <u>July</u>	, 20 <u>22</u> .		
SIGNED ON BEHALF OF THE UNION:	SIGNED ON BEHALF OF THE EMPLOYER:		
P	Kyla Turner		
Richard Tones President	SIGNED ON BEHALF OF		
Glenda Beecham	Neil Barney		
Glenda Beechham Bargaining Committee	•		
Daniel Gudino Perez	Mayo W Fring hy		
Daniel Gudino	Robert Bickley		
Bargaining Committee	Director of Finance		
Melissa Wotkyns			
Melissa Wotkyns Bargaining Committee			
Dan Rowe Chief Negotiator			

#### 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, 2022

## **FOOD & BEVERAGE**

Wages Chart	31-Mar-22	1-Apr-22	1-Apr-23	1-Apr-24
Food & Bev Admin	\$24.23	\$24.96	\$25.71	\$26.48
Head Cook	\$23.16	\$26.63	\$27.43	\$28.26
FT Line Cook	\$16.80	\$19.32	\$19.90	\$20.50
PT Line Cook	\$15.80	\$18.17	\$18.72	\$19.28
Dishwasher	\$15.52	\$17.85	\$18.38	\$18.93
FOH Coordinator	\$17.94	\$20.63	\$21.25	\$21.89
Server/Bartender	\$15.32	\$17.62	\$18.15	\$18.69

# **ADMINISTRATION**

Wages Chart	Steps	31-Mar-22	1-Apr-22	1-Apr-23	1-Apr-24
Health &Dental Coordinator	Step 4	\$24.42	\$25.15	\$25.91	\$26.68
Health &Dental Coordinator	Step 3	\$24.18	\$24.90	\$25.65	\$26.42
Health &Dental Coordinator	Step 2	\$23.94	\$24.66	\$25.40	\$26.16
Health &Dental Coordinator	Step 1	\$23.70	\$24.41	\$25.14	\$25.90
Health &Dental Coordinator	Entry	\$23.47	\$24.17	\$24.90	\$25.64
Office Coordinator	Step 4	\$24.60	\$25.34	\$26.10	\$26.89
Office Coordinator	Step 3	\$24.36	\$25.09	\$25.84	\$26.62
Office Coordinator	Step 2	\$24.12	\$24.84	\$25.59	\$26.36
Office Coordinator	Step 1	\$23.87	\$24.59	\$25.32	\$26.08
Office Coordinator	Entry	\$23.64	\$24.35	\$25.08	\$25.83
Events Coordinator	Step 4	\$25.21	\$25.97	\$26.75	\$27.55
Events Coordinator	Step 3	\$24.96	\$25.71	\$26.48	\$27.28
Events Coordinator	Step 2	\$24.72	\$25.46	\$26.22	\$27.01
Events Coordinator	Step 1	\$24.47	\$25.21	\$25.96	\$26.74
Events Coordinator	Entry	\$24.23	\$24.96	\$25.71	\$26.48

#### APPENDIX C: JOB DESCRIPTIONS – ADMINISTRATIVE EMPLOYEES

Position: Health and Dental Coordinator

Job Type: part-time, Permanent (22 hours per week average – 20 hours/week October-August, 35 works

per week late August to mid October)

## **Position Overview:**

The Health and Dental Coordinator is responsible for administering the GSS's two health and dental insurance plans: one for students and another for GSS staff. This includes opting students in and out of their insurance, assisting with insurance claim issues, and communicating with students about our insurance plans.

#### Duties

#### Health and Dental Plans administration

- Administers the graduate student Extended Health and Dental insurance plans ('the plans')
- Provides assistance to students with concerns and questions the plan, including enrolment, use, and termination information. This will include students living outside of British Columbia and International students arriving in Canada
- Provide an overview of GSS Health and Dental Plans to incoming students at orientation events at the start of term
- Maintains and manages accurate records of plan enrollment
- Processes payments for the plan
- Reconciles monthly invoices with membership enrollment record
- Writes quarterly reports on the program for the Executive Director about the plan
- Provides recommendations to the Executive Director on the plan
- Works with the plan broker and insurer to improve service to members
- Assists the Executive Director with the annual renewal negotiations and planning
- Coordinates appeal process for fee appeals related to the plan and other GSS services
- Handles confidential information
- Other duties as assigned

## Administration (shared duties with two Office Coordinators)

- Provides front desk/reception services for all GSS services approximately 1 hour per work day
- Handles payment transactions for GSS service opt-ins and creates refund requests for opt-outs
- Handle confidential materials
- Maintain records for reports on use of services
- Coordinate all room bookings, maintains room booking system
- Distribute mail
- Maintain presentable work environment

## **Qualifications:**

# <u>Demonstrated experience in administration</u>

- confident using multi-line phones, email and reception
- confident using Windows, Outlook email client and calendars, Excel, Word templates
- maintaining administrative procedures and consistent systems

## Demonstrated experience or capacity for Health and Dental Insurance administration

- understanding of Canadian basic/extended health insurance structures
- confident enrolling insurance plan members with insurance provider
- confident communicating with insurance broker regarding plan renewals
- familiarity with graduate studies and the University of Victoria systems and or medical office environments an asset.

#### Service oriented

- exercising initiative, good judgment, tact and diplomacy
- friendly and welcoming
- strong listening skills and cross-cultural communication skills
- patience
- ability to explain policies and procedures to people unfamiliar with UVIC and the GSS
- ability to listen and interpret concerns from students unfamiliar with university and health care terminology

## Organizational skills

- ability to organize workload efficiently to meet deadlines and to keep others organized often with multiple demands and regular interruptions
- strong skills to do independent work, to problem solve and to make decisions in an office environment
- problem solver/solution oriented

Position: Office Coordinator – Governance

Job Type: part-time, Permanent (21 hours per week)

#### **Position Overview:**

The Office Governance Coordinator is jointly responsible for initial contacts made at our office, booking catering functions, and ensuring smooth internal & member communications with the Office Outreach Coordinator. The Office Governance Coordinator is additionally responsible for administrative support to the management of the society governance structures specifically the Graduate Representative Council and subcommittees

#### **Duties**

## Referrals and Communications (shared duties)

- first point of contact (via phone, email, and in person) for members with questions about the Society, its services and programs
- assist in orienting new students UVic, and with policies in BC and Canada when from outside BC
- referral of students to relevant people within the GSS and departments of the university
- manage displays and distribution of materials
- read, understand and interpret university policies
- provides logistical support to training and informational events for members

#### Administration (shared duties)

- coordinate all room bookings, maintains room booking system, handles queries about basic catering requests
- handle confidential materials

- manage repair requests for building maintenance
- coordinates
- maintain records and provides reports on use of services
- distribute mail
- maintain presentable work environment

## **Cash Counting**

 preforms weekly cash counting, prepares and makes Credit Union deposits for GSS service including Grad House Restaurant

#### **Governance & Records**

- administrates GSS Department Grants process
- coordinate calls for committee candidates, maintain information on committee vacancies and representatives and elections to university committees
- providing administrative support for elections where appropriate
- supports the Executive Director in developing and maintaining resources for committee meetings
- supports organizational transparency by coordinating graduate representative council & subcommittee records
- format, edit, print, compile and upload approved minutes to the GSS connect and website in a timely fashion

## Qualifications:

#### Service oriented

- exercising initiative, good judgment, tact and diplomacy
- friendly and welcoming
- strong listening skills
- patience

## Demonstrated experience in administration

- confident using multi-line phones, email and reception
- proficient using Windows 8, Outlook email client and calendars, Excel and Word templates
- maintaining administrative procedures and consistent systems
- Possesses a high degree of accuracy and attention to detail

### Effective communication skills

- cross cultural communication skills
- ability to explain policies and procedures to people unfamiliar with UVIC and the GSS
- ability to listen and interpret concerns from students unfamiliar with university and health insurance terminology
- familiar with graduate studies, the UVic systems and medical office environments is an asset

## Organizational skills

- ability to organize workload efficiently to meet deadlines and to keep others organized often with multiple demands and regular interruptions
- independent work, to problem solve and to make decisions in an office environment
- problem solver/solution oriented

#### Governance skills

• Confident using Roberts Rules of order

- Experience in a not-for-profit environment, membership-based board/committee driven organization
- Skilled at taking, producing minutes

Position: Office Coordinator – Communications and Outreach

Job Type: part-time, Permanent (27 hours per week)

## **Position Overview:**

The Office Outreach Coordinator is jointly responsible for initial contacts made at our office, administering GSS services, booking catering functions, and ensuring smooth internal & member communications with the Office/Governance Coordinator. The Office/Communications and Outreach Coordinator is additionally responsible for getting information about the GSS to our members and broader community. This involves the promotion of the Society's activities through social media, campus media, our bi-weekly email newsletter, and website redevelopment.

#### Duties

#### Office Coordination (shared duties):

- Act as first point of contact (via phone, email, and in person) for members with questions about the Society, its services and programs
- Refer students to relevant people within the GSS and departments of the university
- Assist in orienting new students to UVic, and with policies in BC and Canada when students are from outside BC
- Interpret university policies and assist members in interpreting university policies
- Administer GSS services, including opting members in and out of the UPASS package, Car Modo, and occasionally extended health and dental benefits
- Provide logistical support to training and informational events for members
- Liaise with UVic personnel to increase member supports (e.g. developing referral networks, advising graduate secretaries of recurring student concerns, etc.)
- Handle confidential materials
- Maintain records and provides reports on use of services
- Handle service payment transactions
- Coordinate all room bookings, maintain room booking system, handle queries about basic catering requests
- Manage repair requests for building maintenance
- Distribute mail
- Manage pamphlet/poster displays and distribution of materials
- Maintain presentable work environment
- Other duties as assigned

## Communications/Outreach Coordination:

- Manage and maintain social media channels to build, foster and sustain a positive member image of the GSS, the Grad House restaurant and our programs.
- Assist Director of Communications to create a comprehensive annual communications strategy and publicize GSS materials
- Compile and construct the bi-weekly e-bulletin content. This includes research and writing topical interest pieces for UVIC graduate students.

- Works with Events Coordinator to promote GSS activities including campaigns, events and Grad House activities
- Updates and maintains UVIC GSS website using content management systems.
- Works with Operations and Services Manager and the Director of Communication to design, layout and produce content for society publications (such as yearly member handbook and annual report)
- Assist Office/Governance Coordinator, Executive Director, and Executive Board in creating an advertisement and communications strategy for governance activities (AGM, GRC)
- Facilitate orientation events for the GSS and where invited by the University Of Victoria (e.g. department orientations)
- Update outdoor sign to advertise GSS governance and engagement opportunities
- Other duties as assigned

## SKILLS REQUIRED:

#### Service oriented:

- Commitment to excellent work and a positive attitude
- Able to exercise initiative, good judgment, tact and diplomacy in providing customer service
- Create a friendly and welcoming environment for our members
- Exercise strong listening skills and patience in problem solving
- Sensitive to the needs of students

#### Administrative Skills:

- Accuracy in data entry and records management skills
- Strong working knowledge of standard office equipment and software, technology-based communications media and desktop publishing
- Maintain administrative procedures and consistent systems
- Familiarity with privacy regulations and ability to handle confidential materials
- High level of skill managing data using Microsoft Excel
- Confidence using Microsoft Office Suite, Adobe, Outlook email client and calendars, and website updates
- Confidence using multi-line phones, email and reception Effective communication skills:
- Understand and utilize cross cultural communication skills
- Strong writing and editing skills
- Proficient and experienced working with social media platforms (twitter, Facebook, Instagram) at a strategic level
- Able to explain policies and procedures to people unfamiliar with UVIC and the GSS
- Able to listen and interpret concerns from members and provide guidance
- Confident with Word Press website design and content management applications including best practice in community engagement, web design and content management
- Familiarity with graduate studies and the University of Victoria systems and/or student governance an asset.

## Organizational skills:

- Able to organize workload efficiently to meet deadlines and to keep others organized often with multiple demands and regular interruptions
- Demonstrate strong skills to do independent work, to problem solve and to make decisions in an office environment

Focus on solution oriented problem solving

#### QUALIFICATIONS:

- 2+ years' experience in office administration or customer service
- 1+ year experience in communication and outreach
- Bachelor's degree or equivalent experience preferred Current or recent UVIC graduate student preferred
- Graphic design experience an asset
- Familiarity with university, UVIC information systems, graduate students an asset
- Familiarity with non-profit and volunteer environments an asset

Position: **Events Coordinator** 

Job Type: part-time, Permanent (10 hours per week)

#### Position Overview:

The Events Coordinator is responsible for all aspects of GSS standing events and assisting in coordinating social, academic, and professional events and outings for our members as planned by the Events Committee. The ideal candidate can develop events that appeal to our diverse membership and create promotional materials that get grad students out of their heads and into a social spaces. This job needs someone who can organize event logistics, work independently and keep others in the loop.

## **Duties**

- Support GSS events ranging from open mic events, BBQs, and crafting events to group tours of tourist destinations around greater Victoria
- Develop and facilitate recurring GSS events to engage graduate students in social, recreational, academic and professional development activities
- Facilitate orientation social events for GSS and support UVic organized graduate student orientation socials
- Coordinate, schedule and supervise event volunteers
- Assist Director of Service to coordinate and publicize events for GSS members
- Attend Events Committee meetings
- Attend events to set up, clean up and host
- Complete reports on event attendance and attendee feedback
- Arrange for audio-visual equipment bookings for all GSS events, including governance events, as needed
- Ensure bookings, payments, and other logistical concerns are completed well in advance of events
- Book group tours and activities with community recreation centres, tour groups, etc.
- Develop promotional materials for events and distribute them around campus
- Update outdoor sign to advertise GSS events
- Solicit sponsorships and door prize donations from local businesses and assists with funding proposals
- Other duties as assigned

#### **Skills & Qualifications**

- Experience planning and executing events
- Able to solicit donations and advertisers

- Experience with volunteer coordination
- Creative problem solver, and can work independently
- Friendly, outgoing and comfortable with intercultural communication
- Organized, exercises time management with limited resources
- Strong written and verbal communication skills
- Experience with poster/graphic design
- Fluent in use of social media platforms (Twitter, Facebook, Instagram)
- Basic computing skills (website content management, Word, Outlook)
- Calm under pressure
- Serving It Right, FoodSafe, and/or First Aid an asset

#### APPENDIX C: JOB DESCRIPTIONS - FOOD AND BEVERAGE EMPLOYEES

#### KITCHEN POSITIONS

JOB TITLE: **HEAD COOK/KITCHEN SUPERVISOR**Supervisor: Operations and Services Manager

Type of Position: Year-round, permanent

Hours: 30-35 Hours/week, 45 weeks per year

Closures: Final week of April/August, Final two weeks of December, UVic Reading Breaks

#### **Position Overview**

The primary objective of Head Cook/Kitchen Supervisor is to work with the Operations and Services Manager to establish operational efficiency and food quality of the kitchen. Their primary responsibilities include overseeing all back of house staff, food and menu prep, ordering and inventory control, and assisting with the financial administration of the Grad House restaurant.

They must set an example to other employees through their work habits and mannerisms. The Head Cook/Kitchen Supervisor must possess the same goals and desires as that of the Operations and Services Manager: primarily a 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**

- Provides day-to-day kitchen supervision
- Responsible for scheduling of back of house staff, including finding coverage for absent employees and assisting back of house team during busy periods where needed
- Assists in hiring of all kitchen staff jointly with Operations and Services Manager
- Responsible for kitchen employee training and progress evaluation

- Communicates regularly with Operations and Services Manager regarding kitchen staff performance, advises on all matters related to discipline and discharge in accordance with the GSS Collective Agreement
- Ensures that all Health standards, WorkSafe BC 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 Catering menus
- Ensures all food preparation is of the highest quality and prepared in a safe, healthy, consistent, and attractive manner
- Order all food and beverages 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

- Takes a leadership role in establishing a clear vision for GSS Food and Beverage Services, and works collaboratively with other employees
- Ensures issues are raised to management in a timely, professional manner
- Assists the Operations and Services Manager with day to day financial and administrative tasks relating to Food and Beverage Service operations
- Assists the Operations and Services Manager with long-term planning for the restaurant
- Assists with annual inventory counts, controls and record keeping
- Assists in the development and implementation of the annual operating budget

## Qualifications / Knowledge

- FOODSAFE Level 1 and 2, WHMIS required
- Serving It Right preferred
- College training from a recognized culinary institute, or equivalent cooking and production experience
- A minimum of 2 years experience in inventory control, staff supervision and budgeting
- Strong math skills, experience using computer word processing and spreadsheets
- Knowledge of kitchen training techniques
- Understanding of proper use and maintenance of major kitchen equipment, including stoves, refrigeration, slicers, knives and dish machine
- Commitment to a high standard of customer service and food quality

- 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 player
- Effective problem solver
- Able to take directions

Interest in cooking for diverse dietary requirements

JOB TITLE: FULL TIME LINE COOK

Supervisor: Kitchen Supervisor/Head Cook

Type of position: Year round, permanent

Hours: 25-31 hours per week, 45 weeks per year.

Closures: Final week of April/August, Final two weeks of December, UVic Reading Breaks

## **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 Head Cook
- 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
- 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 storage areas

# Performance & Safety

- Prepare dishes for customers with food allergies or intolerances
- 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

- 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
- Perform other related duties as required

## Qualifications / Knowledge

- FOODSAFE Level 1, WMIS required
- 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: PART TIME LINE COOK

Supervisor: Kitchen Supervisor/Head Cook

Type of position: Seasonal, casual

Hours: Variable and can change seasonally, 10 – 22 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. The part time Line Cook is responsible for basic food preparation like fryers, salads and sandwiches.

#### **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 Head Cook
- 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 storage areas

#### Performance & Safety

- 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**

- FOODSAFE level 1 preferred
- 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

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

JOB TITLE: FULL TIME DISHWASHER

Supervisor: Kitchen Supervisor/Head Cook, Line Cook

Type of position: Year round, permanent

Hours: 25-31 hours per week, 45 weeks per year

Closures: Final week of April/August, Final two weeks of December, UVic Reading Breaks

#### **Position Overview**

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

## **Essential Job Functions**

## Dishwasher

- Correctly operate dish machine
- Bus, sort and rack dishes
- Place clean dishes in appropriate places
- Maintains a clean and safe kitchen
- Follows all heath and safely regulations, all restaurant regulations
- Communicate problems and ideas to supervisors and manager
- Maintains all equipment and utensils, keeps all areas of kitchen organized
- Follows managers and supervisors instructions and suggestions

## **Bussing**

- Clean and clear sections
- Wash and sterilize glassware
- Other duties as assigned

## Prep Cook (as needed)

- Prepares all food products according to the prescribed method
- Maintain the highest of food quality obtainable
- Receive and store all products according to direction

## Qualifications / Knowledge

- FOODSAFE level 1 preferred
- Ability to lift up to 50lb

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

JOB TITLE: PART TIME DISHWASHER

Supervisor: Kitchen Supervisor/Head Cook, Line Cook

Type of position: Seasonal, casual

Hours: Variable and can change seasonally, 10 – 12 hours per week

Closures: Final week of April/August, Final two weeks of December, UVic Reading Breaks

#### **Position Overview**

The Dishwasher responsible for basic food preparation, cleans all kitchen dishes and ware following proper dishwashing and sanitizing in prescribed method. They are 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 heath and safely regulations, all restaurant regulations
- Communicate problems and ideas to supervisors and manager
- 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**

- FOODSAFE level 1 preferred
- Ability to lift up to 50lb

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

#### **FRONT OF THE HOUSE POSITIONS**

JOB TITLE: FRONT OF HOUSE COORDINATOR
Supervisor: Operations and Services Manager

Type of Position: Year round, permanent

Hours: variable and can change seasonally, 20-31 hours per week

#### **Position Overview**

The primary objective of the Front of House Coordinator is to work with the Operations and Services Manager to establish operational efficiency and customer satisfaction. Their primary responsibilities include performing order entry and beverage preparation, assisting with the financial administration of the Grad House restaurant, and overseeing small front of house team.

They must set an example to other employees through their work habits and mannerisms. This position within the Grad House is a unionized position and requires 10% of their time in the office and 90% of their time in the front of house.

#### **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

### <u>Administration</u>

- Cash out and reconcile cash with total sales
- Manages promotions and advertising for the Grad House
- 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

#### Supervision and Training

- Takes a leadership role in establishing a clear vision for GSS Food Services, and ensuring involvement of all staff in visioning process
- Provides day-to-day front of house supervision
- Responsible for scheduling of front of house staff, including finding coverage for absent employees
- Assists in hiring of all kitchen staff jointly with Operations and Services Manager
- Responsible for kitchen employee training and progress evaluation
- Communicates regularly with Operations and Services Manager regarding kitchen staff
- Assists in preventing over- or under-staffing through regular communication with Operations and Services Manager

### Occupational health and safety, cleaning and upkeep

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

## **Qualifications / Knowledge**

- Serving It Right required
- FOODSAFE, WHMIS preferred
- 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

- Provide excellent customer service
- 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 player
- Effective problem solver
- Able to take directions

JOB TITLE: SERVER/BARTENDER

Supervisor: Front of House Coordinator

Type of position: Casual

Hours: Variable and can change seasonally, 10-20 hours per week casual

## **Position Overview**

The duties of servers/bar tenders include preparing dining space for meal service, taking customers' orders at the bar and announcing when orders are ready for pick up, serving drinks, ensuring guest satisfaction, handling payment, complaints/concerns of customers and the cleaning up before, after and during service.

## **Essential Job Functions**

### Serving

- Input food orders into POS system and ensure customers are aware of where to pick up their meals
- Serve food and beverages to guests in accordance to prescribed method
- Provide food and beverage product knowledge
- Use proper serving techniques
- Total bill and accept payments
- Cash out and reconcile cash with total sales
- Stock station and perform assigned side duties
- Follows all heath and safely regulations, all restaurant regulations

#### **Bartending**

- Receive drink orders from guests
- 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
- Practice responsible alcohol service
- Control and limit waste, record spillage
- Follows all heath and safely regulations, all restaurant regulations

## **Bussing**

- Maintain cleanliness and sanitation of the front of the house including tables, chairs, floors
- Clean and clear sections
- Wash and sterilize glassware
- Other duties as assigned

## **Qualifications / Knowledge**

- Serving It Right required
- FOODSAFE, WHMIS preferred

- Knowledge of the products, services, sector, industry and local area
- Knowledge of relevant legislation and regulations around serving alcohol, food safety, etc.
- 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

## **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 #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.

# LETTER OF UNDERSTANDING #5 RE: JOINT COMMITTEE REGARDING PAYROLL ISSUES

The parties agree that there remain several outstanding payroll issues affecting bargaining unit employees. Therefore, a joint committee shall be struck to investigate and resolve any and all outstanding issues regarding this matter as follows:

- 1. The joint committee shall be comprised of two (2) employer representatives and two (2) union representatives.
- 2. The joint committee shall convene as soon as practicable after the ratifications of this collective agreement but not later than November 1, 2022. Union members appointed to this joint committee shall attend at no loss of pay and meeting shall be convened during working hours. All costs associated with convening meetings shall be borne by the Employer.
- 3. The joint committee's deliberations shall include, but not be limited to:
  - i. Canada Revenue Agency implications, including online access options.
  - ii. Any and all outstanding pay inquiries or concerns as identified by the Union.
- 4. The parties agree to acquire the assistance of an expert in the field of payroll if required, in order to better inform the work of this joint committee. Any costs associated with securing such expertise will be borne by the Employer.
- 5. In the event of a dispute arising between the parties, regarding the topics discussed by this joint committee, such dispute(s) may be addressed by the grievance procedure pursuant to Articles 11 and 12 of this agreement.

# LETTER OF UNDERSTANDING #6 APPENDIX C: JOB DESCRIPTIONS – ADMINISTATIVE EMPLOYEES

The parties agree to add the job descriptions for Administrative Employees to Appendix C of the collective agreement.

The description of "Hours" attached to these job descriptions shall be amended as follows:

Office Coordinator-Outreach and Communications – 27 hours per week.

# MEMORANDUM OF UNDERSTANDING #1 APPENDIX B: WAGES

#### 1.1

The parties agree that pay rates shall be adjusted in all current job categories as follows:

- \*April 1, 2022: 3% increase to regular, hourly pay to all current Administrative jobs within the bargaining unit.
- \*April 1, 2022: 15% Increase to regular, hourly pay to all current Food and Beverage jobs within the bargaining unit.
- \*April 1, 2023: 3% increase to regular, hourly pay will be paid to all current jobs within the bargaining unit.
- \*April 1, 2024: 3% increase to regular, hourly pay will be paid to all current jobs within the bargaining unit.

#### 1.2

The pay rate, step increments for all jobs described as "Administrative" shall be five (5) steps. The first step in each pay grid shall be considered "entry level". Employees shall advance to the next step in their respective pay grid on the one (1) year anniversary date of hire.

The highest rate of pay in each job title covered by this Memorandum of Understanding shall be Step five (5) and the pay difference between each pay step shall be no more than one (1) percent between the preceding or ascending step.

All current Administrative Employees, as of April 1, 2022 will advance to their next step.

It is expressly understood by the parties that section 1.2 of this Memorandum of Understanding and its operation, is restricted to Administrative Employees only and does not effect the pay schedule covering Food and Beverage Employees covered under this collective agreement.

## 1.3

Appendix B and the pay grid contained therein, will be amended to reflect these terms.