CUPE | Canadian Union of Public Employee

COLLECTIVE AGREEMENT

Between Royal Roads University
and
The Canadian Union of Public Employees Local 3886

June 1, 2022 – May 31, 2025

Daily, we are grateful to Xwsepsum (Esquimalt) and Lekwungen (Songhees) families, who continue to share their knowledge about the history of the lands and their cultural practices.

We will remember to begin each day by acknowledging the rich history of this land, to continue walk softly on these ancestral lands.

Royal Roads UNIVERSITY

COLLECTIVE AGREEMENT

BETWEEN

ROYAL ROADS UNIVERSITY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 3886

Effective June 1, 2022 – May 31, 2025

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Land Acknowledgement

Royal Roads University members acknowledge that we learn, work, and live on the traditional lands of the Xwsepsum (Esquimalt) and Lekwungen (Songhees) ancestors and families who have lived here for thousands of years. This land has been part of the fabric of the life of Indigenous communities long before Hatley Castle was built, and it will be long into the future. It is with gratitude that we now learn and work here, where the past, present and future of Indigenous and non-Indigenous students, faculty and staff come together.

ARTICLE 1: PURPOSE

1.01 Purpose of Agreement

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

1.02 Definitions

(a) **Regular Full-Time Employee**: an employee occupying a permanent position whose workweek averages at least thirty-seven and one-half (37½) hours per week (excluding overtime).

(b) **Regular Part-Time Employee**: an employee occupying a permanent position whose work week averages less than thirty-seven and one-half (37½) hours per week (excluding overtime).

(c) **Seasonal Full-time Employee**: an employee occupying a permanent position who works full-time hours as per Article 1.02(a), for a scheduled period each year.

(d) **Seasonal Part-time Employee**: an employee occupying a permanent position who works part-time hours as per Article 1.02(b), for a scheduled period each year.

(e) **Temporary Employee**: an employee hired for a temporary appointment greater than forty-five (45) days in duration, in which the end date is specified, beyond which there is no commitment of employment on the part of the University. Any employment beyond the stated end date must be specified in a revised letter of appointment, subject to the provisions of Article 15.01.

i. A regular full-time or regular part-time employee who accepts a temporary appointment will suffer no loss of seniority or regular status and shall revert to their position when the appointment ends.

ii. A casual employee who has become a temporary employee by accepting a temporary appointment and whose appointment ends shall revert back to casual status and their original position on the Casual Seniority Order Call-in List for the purpose of getting casual hours.

iii. When temporary employees have been employed nineteen hundred and fifty (1950) hours within a period of eighteen (18) consecutive months in a temporary appointment the parties will meet to discuss the option of conversion of the appointment to a regular position.

iv. Article 1.02(e)(iii.) shall not be applicable when the temporary full-time employee is replacing an incumbent on extended leave such as LTD, illness or injury or legislated leaves.

(f) **Casual Employee**: an employee hired to work on an on-call, as needed basis whose appointment is not to exceed forty-five (45) days in duration. See Schedule B, Casual Employees.

(g) **Shift**: A defined period of time, including a start time and end time, during which an employee is scheduled to work.

(h) **Union**: The Canadian Union of Public Employees, Local 3886.

(i) **University**: Royal Roads University.

(j) **Manager**: An employee of the University who is excluded from the bargaining unit, and who has managerial responsibilities with respect to employees in the bargaining unit.

(k) **Supervisor**: An employee of the University whose position is within the bargaining unit, and who has supervisory responsibilities with respect to employees in the bargaining unit.

(l) **Casual/Temporary Employee Rights**: Casual/temporary employees shall be covered by the terms and conditions of the Collective Agreement with the exception of:
Article 16 Layoff and Recall,
Article 22 Sick Leave, (Note: Casual/Temporary employees are entitled to injury or illness leave in accordance with the Employment Standards Act.)
Article 29.01 Professional Development,
Article 30.02 Uniforms and Protective Clothing.

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

ARTICLE 2: MANAGEMENT RIGHTS

2.01 Management Rights

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

(a) Hire and direct its workforce; promote, demote, transfer, layoff, determine job content; organize and assign work; establish methods, processes and means of performing work; determine the number of employees to be employed and the duties to be performed;

(b) Make and enforce reasonable rules to be observed by all employees and to revise such rules from time to time; and

(c) Suspend, discipline and discharge employees for "just cause"

ARTICLE 3: RECOGNITION

3.01 Recognition

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

3.02 Work of the Bargaining Unit

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

3.03 Names of Authorized Representatives

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

3.04 Union's Access to the University's Premises

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

3.05 Committee Leave/Time Worked

(a) Time spent during regular working hours as a Union representative attending a University Committee meeting or a joint University/Union Committee meeting will be considered as time worked. Permission to leave work for such purposes must first be obtained from the supervisor. Such permission will be subject to operational requirements but will not be unreasonably withheld.

(b) When a University Committee or a joint University/Union Committee requests that an employee attend education courses or conferences related to the Committee function, those requests shall be forwarded to the Associate Vice-President, Human Resources for a decision. If approved, an employee attending education courses or conferences during regular working hours will not suffer any loss of pay, rights or benefits.

3.06 **Right to be Accompanied**

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

ARTICLE 4: NO DISCRIMINATION OR HARASSMENT

4.01 **Definitions of Discrimination and Harassment**

(a) **Discrimination**

All employees have the right to work in an environment free from discrimination. Discrimination is defined as interference, restriction or coercion exercised or practiced with respect to any employee in a discriminatory manner.

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

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

(b) **Personal Harassment**

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

(c) **Sexual Harassment**

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

ARTICLE 5: UNION SECURITY

5.01 No Discrimination for Union Activity

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

5.02 Membership Requirements

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

(a) Current Employees: Employees who were members of the Union on or after the date of certification of this bargaining unit (May 30th, 1996) shall continue as members of the Union.

(b) All employees pursuant to a) above and any other employee hired into the bargaining unit before or after the certification of the union shall, as a condition of employment, establish and maintain membership in the union.

(c) The Union shall not refuse an employee applying for membership, or suspend or expel an employee from membership, without good and sufficient cause.

5.03 Notification of Employee Status

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

5.04 Union Representatives

(a) In all matters involving the regulation of relationships between the University, the employees and the Union, including the interpretation and administration of this Agreement, the University will recognize those persons who are authorized representatives of the Union in accordance with Article 3.03 of this Agreement. The University shall not discriminate against such representatives of the Union for carrying out their proper and lawful duties under this Agreement or any applicable legislation.

(b) Shop Stewards shall be selected from among the members of the bargaining unit. Stewards shall be granted reasonable time during regular working hours to perform their duties within their respective work areas without loss of pay. Stewards will not absent themselves from their work areas without first seeking the consent of their supervisors. Such consent will be subject to operational requirements and will not be unreasonably withheld.

(c) Where the required consent has been given to a Shop Steward for time off during working hours to perform Union duties, excluding bargaining and arbitration, such time off shall be given without loss of pay for:

i. Stewards to perform their duties within the area in which they work, or in another work area in circumstances where the Steward for the other area is not available and consent is granted in accordance with Article [5.04(b)];

ii. Any Union representatives whose presence is requested by the Committee at an ad hoc joint Committee meeting which has been requested by either party and agreed to by the Associate Vice-President, Human Resources, or their designate, subject to the approval of their Manager; and

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

ARTICLE 6: CHECK-OFF OF UNION DUES

6.01 Authorization for Check-off

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

6.02 Deduction of Dues

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

6.03 Direct Remittance

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

6.04 T-4 Slips

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

ARTICLE 7: EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES

7.01 New Employees

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

7.02 Interviewing Opportunity

On commencing employment the employee's immediate supervisor shall introduce the new employee to their union officer or representative so that they are aware of

the union, the existence of the collective agreement and the determination of the parties to maintain harmonious labour relations. The President of the union or their designate shall be given an opportunity once per month for a maximum of thirty minutes to meet with regular and temporary employees hired during the previous month for the purpose of acquainting the new employee with the benefits and duties of Union membership and their responsibilities and obligations to the University and the Union.

ARTICLE 8: CORRESPONDENCE

8.01 Correspondence

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

ARTICLE 9: LABOUR MANAGEMENT COMMITTEE

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

9.01 Labour Management Committee

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

ARTICLE 10: BARGAINING RELATIONS

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

10.01 Representatives

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

10.02 Union Bargaining Committee

A Union Bargaining Committee shall be elected or appointed in accordance with

the provisions of the Union constitution and shall consist of not more than four (4) members of the Union. The Union will advise the University of the names of these Committee members.

10.03 **Time Off for Meetings**

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

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

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

10.04 **Technical Information**

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

10.05 **Preparation Time**

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

ARTICLE 11: <u>THE UNIVERSITY BOARD OF GOVERNORS</u>

11.01 **University Shall Notify Union**

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

11.02 **Annual Budget**

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

11.03 **Board of Governors Information**

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

ARTICLE 12: GRIEVANCE / ARBITRATION PROCEDURE

12.01 Grievance and Arbitration Procedure

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

(a) View each grievance as an opportunity not a problem.

(b) Resolve each grievance fairly and promptly.

(c) Maximize the ability of and encourage those directly involved with the grievance to resolve these at the first step.

(d) Minimize the need for third party resolution (arbitrations).

12.02 Definition of Grievance

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

12.03 Settling of Grievances

Step 1: All employees will attempt to settle any complaint or dispute directly with their immediate supervisor, within fifteen (15) working days of becoming aware of it.

Step 2: Failing a satisfactory resolution at Step 1 and within ten (10) working days of the reply in Step 1, the Union may submit a written grievance to the next level Manager responsible for the department in which the grievance arises, who shall reply in writing to the grievance within fifteen (15) working days after it was received.

Step 3: Failing a satisfactory resolution at Step 2, and within ten (10) working days of the reply in Step 2, the Union may submit a written grievance to the Associate Vice-President, Human Resources who will convene a meeting of the parties, within ten (10) working days of the receipt of the written grievance, to explore ways to resolve the grievance. The Associate Vice-President, Human Resources or their designate, will reply in writing to the grievance within fifteen (15) working days of the meeting.

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

At any point in the grievance process, either Party may request of the other information relevant to the grievance, which request shall not be unreasonably denied.

12.04 **Dismissal or Suspension Grievance**

In the case of a grievance related to the suspension or dismissal of an employee, the grievance shall be submitted directly at Step 3 of the process, within fifteen (15) working days of the suspension or dismissal giving rise to the grievance.

12.05 **Policy or University Grievance**

In the case of a dispute related to the general application, interpretation or violation of the collective agreement, the grievance shall be submitted directly at Step 3 as a policy or University grievance, within twenty (20) working days of the Party bringing the grievance becoming aware of it.

12.06 **Expenses**

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

12.07 **Deviation from Grievance Procedure**

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

12.08 **Direction to Arbitrator**

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

12.09 **Time Limits**

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

12.10 **Arbitration**

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

ARTICLE 13: DISCIPLINE AND DISCHARGE

13.01 **Discharge and Discipline Procedure**

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

13.02 **Termination of Probationary Employees**

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

13.03 **Designation of Supervisors**

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

13.04 **Right to Have a Union Steward Present**

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

13.05 **Employee Personnel File**

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

13.06 **Disciplinary Record**

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

13.07 **Crossing of Picket Lines**

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

(a) Refuse to cross a legal picket line; or,

(b) Refuse to do the work of employees on a legal strike or lockout.

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

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

13.08 **Performance Appraisals**

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

ARTICLE 14: SENIORITY

14.01 **Seniority Defined**

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

(a) First, in order of the last date of hire into a permanent position with the D.N.D. before the transfer of property, under the lease agreement, to the University;

(b) Second, for those not covered by (a) above, the date of hire by the University before the Union's certification date of May 30, 1996.

(c) Third, for those not covered by (b) above, a one time only lottery name draw to be done in the presence of a designate from the Union and one from the Employer.

(d) Conversion to Regular Employee

When an Employee becomes a Regular Employee, that Employee will be assigned a seniority date which reflects their total hours worked converted to calendar days and backdated according to the following formula:

Step 1: Hours of Work to Regular Days:
Total hours worked up to the date the employee becomes a Regular Employee / 7.5 hours = Regular Days

Step 2: Regular Days to Calendar Days:
Total # of Regular Days times 1.4 = Calendar Days

Step 3: Backdate Calendar Days:
Take the Total Calendar Days and backdate from the first day of the effective date the employee becomes a

Regular Employee.

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

Seniority shall operate on a bargaining unit wide basis.

14.02 **Seniority List**

(a) Seniority for Regular Employees

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

(b) Seniority for Casual/Temporary Employees

Employees in casual/temporary appointments shall accrue seniority based on hours worked. The University shall maintain a seniority list for this purpose which shall be updated at least quarterly. This seniority shall apply only for:

i. casual employees pursuant to Schedule B; and,

ii. casual and temporary employees pursuant to Article 15 Job Posting Process.

(c) Current seniority lists shall be maintained in a "read only" computer file which may be accessed electronically by any employee at any time. The lists shall also be posted by the union, on union bulletin boards.

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

(e) Moving from Regular to Casual

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

i. For each completed year of full-time service from the employee's regular seniority date to the resignation date, the employee will be credited with 1950 hours of seniority for call-in purposes. Partial years and/or part-time service will be pro-rated accordingly.

ii. If the regular employee converting to casual status were to become the "#1 casual" on the list following the conversion of hours, their seniority would be capped upon placement on the list such that they are only 37.5 hours ahead of the next casual on the list. For example, if the

converting employee's seniority would be 6000 hours after calculating their regular seniority, but the next casual on the list has only 700 hours of casual seniority, then the converting employee's seniority would be capped at 737.5 hours upon placement on the list.

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

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

14.03 **Loss of Seniority**

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

An employee shall only lose their seniority in the event that:

(a) they are discharged and are not reinstated;

(b) they resign their position;

(c) they are absent from work without authority for more than two (2) working days unless they had a justifiable reason for having failed to notify their supervisor;

(d) they fail to return to work within two (2) working days following a strike or lockout unless they had a justifiable reason for having failed to request permission to delay their return to work;

(e) they accept a permanent position outside of the bargaining unit and successfully complete the probation period pursuant to Article 14.04 or if they refuse to return to their former position after the expiry of a temporary appointment pursuant to Article 14.04;

(f) they fail to return to work on the dates specified following an approved leave of absence (extenuating circumstances excepted);

(g) they are laid off for more than one year;

(h) they are sent notice of recall from lay-off and fails to report for duty within four (4) working days of receipt of recall notice (extenuating circumstances excepted);

(i) Casual employees who refuse eight (8) call-ins within a twelve (12) month period or who do not work in a RRU bargaining unit position in any six (6) month period shall lose accrued seniority and be struck from the list as outlined in Schedule B(2)(f)(i). In this instance, the casual employee's employment is deemed to be terminated. The University may re-hire the casual employee, however, the employee's seniority for call-in purposes would start back at zero hours.

(j) an external applicant who is appointed to a temporary appointment shall lose accrued seniority and be terminated upon the expiry of the temporary appointment.

14.04 Transfer and Seniority Outside Bargaining Unit

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

ARTICLE 15: JOB POSTING PROCESS

15.01 Job Posting Requirements

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

(a) regular full-time,

(b) regular part-time, or

(c) temporary (of greater than forty-five (45) days duration),

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

15.02 Information in Postings

Job postings shall include the following information:

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

The role profile for the position will be made available on request.

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

15.03 **Temporary Appointment During Posting and Selection Process**

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

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

(a) When the Employer becomes aware an employee has been or will be absent from work for five (5) days for any reason the University will meet with the Union to discuss the needs to fill the position with a casual and or temporary employee.

(b) Once the Employer is aware than an employee is on sick or other leave the Employer will monitor the workload. Absence related workload issues will be referred to Labour Management Committee for discussion by the parties.

15.05 **External Recruiting and Advertising**

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

(a) all internal applicants will be considered using the initial screening criteria applicable to external applicants;

(b) if internal applicants are successful in the first screening (with respect to meeting the minimum qualifications and requirements of the position), they will automatically be placed on the short list and will be interviewed for the position;

(c) internal applicants will be considered using the same criteria used for external applicants, if any, during the interview stage of the process;

(d) at the University's discretion, the University may opt to award the position over an external applicant to a lesser qualified internal applicant, in recognition of their service to the University;

(e) where an internal bargaining unit applicant is relatively equally qualified to an external applicant, preference will be given to the internal candidate.

Royal Roads University is committed to the principles of equity in employment through affirmative action. Each individual will have genuine access to employment opportunities that are free from artificial barriers, systematic or

otherwise. The participation and advancement of individuals who identify as women, Indigenous peoples, members of visible minorities, persons with disabilities, sexual minorities, and/or gender minorities in the University workforce will be actively encouraged and promoted, at all levels within the University.

15.06 **Role of Seniority in Promotions, Transfers and Staff Changes**

(a) The University subscribes to a policy of affording opportunities for promotion and transfers to internal applicants, subject always to the right of the University to select the best qualified candidate for any position subject to the provisions of (b) below.

(b) When making staff changes (promotions and transfers) to any position in the bargaining unit the University will equally consider the following factors: qualifications, knowledge, skills and experience. In the event that two (2) relatively equally qualified (as defined above) candidates apply for the position, preference will be given to the candidate with the most seniority.

15.07 **Trial Period for Candidates Chosen Internally**

(a) When an internal candidate is selected for a position, the employee shall be given a trial period not exceeding two (2) calendar months for a non-supervisory position and not exceeding five (5) calendar months for a supervisory position, during which the University will provide levels of orientation and training which are appropriate to the nature and complexity of the job tasks. During the trial period, any shortfall in performance will be brought to the attention of the employee and the University will provide the employee with guidance in an effort to assist the employee to meet the performance requirements of the job.

(b) During the trial period, if it becomes evident to the University that the employee will not satisfy the job requirements, the orientation and training may be ended. Also, the employee may decide to return to their former position. In either case, a regular employee will then be returned to their former position or in the case of a casual employee to their place on the Casual Seniority Order Call-in List without loss of seniority and any other employee whose position changed as a result of the selection of the internal candidate shall also be returned to their former position without loss of seniority. Where the initial posting was for a temporary position, the University may appoint the next best candidate.

15.08 **Notification to Internal Applicants**

Within ten (10) working days of the date of the appointment to a permanent vacancy, the name of the successful applicant shall be provided to the Union. All unsuccessful internal applicants shall receive written notification of the appointment of another candidate. If requested, a representative of Human Resources will discuss with unsuccessful applicants the reason(s) they were not selected for the position and offer guidance on how they might be successful in future applications.

15.09 **Probationary Period**

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

(a) i. A newly hired regular employee who is full time will be on probation for a period of three (3) calendar months, or for six (6) calendar months where the employee is hired into a supervisory position.

ii. A newly hired regular employee who is part-time will be on probation for a period of four (4) calendar months, or for eight (8) calendar months where the employee is hired into a supervisory position.

(b) A newly hired casual/temporary employee will be on probation for four hundred fifty (450) hours worked.

i. When a casual/temporary employee with less than four hundred fifty (450) hours employment wins a regular position, the employee will be required to continue to serve the regular probationary period pursuant to 15.09(a) above.

ii. When a casual/temporary employee with at least four hundred (450) hours employment wins a regular position, the employee will be considered to have passed probation.

(c) Upon achieving regular status, seniority shall be the date of hire and after November 5, 2001 be further backdated to include any time accrued as a casual/temporary employee with the proviso that no regular employee on the seniority list as of November 5, 2001 can be leapfrogged as a result.

(d) Where the University has been unable to properly assess a probationary employee’s suitability by the end of the probationary period, the probationary period may be extended for a further period that shall be no longer than the initial probationary period. The probationary employee shall be notified of the extension by no later than five (5) working days prior to the end of the initial probationary period.

ARTICLE 16: PROMOTIONS REQUIRING HIGHER QUALIFICATIONS

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

ARTICLE 17: TEMPORARY AND REGULAR POSITIONS - HIRING

(a) Where an employee who is a member of the bargaining unit is being interviewed for a posted position, the Employer will invite the Union to attend and observe the interview. It is understood that the Union has no decision-making role in this process; and

(b) All hiring decisions will be made in writing in the form of a Notice of Appointment setting out the details of the appointment; and

(c) The notice described above will be provided immediately upon completion to the successful candidate and to the Union.

ARTICLE 18: LAYOFFS AND RECALLS

18.01 Definition of Layoff

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

18.02 Role of Seniority in Layoffs

In the event of a layoff, employees shall be laid off in the reverse order of their seniority within the affected classification. An employee given notice of layoff shall have the right to bump a more junior employee in an equal or lower job classification, providing the employee exercising the right has the qualifications and ability to perform the work of the employee with less seniority. An employee given notice of layoff shall have the right to bump temporary or casual employees at an equal or lower job classification. Such employees will assume temporary or casual status, as applicable, but will retain their regular employee seniority for the purpose of recall for the duration of the recall period.

18.03 Recall Procedure

For a period of one (1) year from the time of the layoff, employees shall be recalled in the order of their seniority where they have the qualifications and ability to perform the available work.

18.04 No New Employees

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

18.05 Advance Notice of Layoff

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

18.06 Grievance on Layoff and Recalls

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

18.07 **Leave to Attend to Personnel Matters**

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

ARTICLE 19: HOURS OF WORK

19.01 **Hours of Work**

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

19.02 **Work Hours/Work Week**

(a) The normal work week for employees (excluding casuals) shall be five (5) consecutive days from Monday to Friday.

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

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

(d) Employees working more than five (5) hours per day shall be permitted a one-half (½) hour period for meals, which time shall not be included in the hours of work.

19.03 **Work Schedule**

(a) **Work Schedules**

i. Day Shift – 6:00 a.m. to 6:00 p.m. – normally 7:30 a.m. to 3:30 p.m.

ii. Afternoon Shift – 2:00 p.m. to 12:00 a.m. – normally 3:30 p.m. to 11:30 p.m. or 4:00 p.m. to 12:00 a.m.

iii. Night Shift – 11:30 p.m. to 7:30 a.m.

(b) **Application of Shifts**

i. Day Shift normally applies to:

Gardens and Grounds Staff, Custodial, Housekeeping and Building Services Worker Staff, Maintenance Technicians, Facilities Maintenance Workers, Technical Support Workers, all Charge Hands and all Supervisors.

ii. Afternoon Shift normally applies to:

Custodial, Housekeeping and Building Services Worker Staff, Maintenance Technicians, Facilities Maintenance Workers, Technical Support Workers.

iii. Night Shift normally applies to:

Custodial Staff.

19.04 **Exchange of Shifts by Employees**

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

19.05 **Rest Periods**

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

19.06 **Minimum Daily Pay**

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

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

19.07 **Shift Change/Start Time Change Premium**

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

19.08 **Custodian Night Shift Rotation**

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

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

19.09 **Modified Work Week**

Where there is mutual agreement between the Union, Employee and the University, local modified work week arrangements may be established. Such arrangements shall continue only as long as the Union, Employee and the University are in agreement with the arrangement(s) and will be reviewed annually

by the Union, Employee and the University.

ARTICLE 20: OVERTIME

20.01 Overtime Defined

Overtime shall be defined as work performed before or after the regular daily or weekly hours as defined in Article 17.02 and 17.03; or on a paid holiday as provided for in Article 22.01. An employee shall only be entitled to overtime compensation if it is authorized in advance by the University.

20.02 Compensation for Work Before or After Daily Hours

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

20.03 Compensation for Work Before or After Scheduled Weekly Hours

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

20.04 Rest Period After Overtime

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

20.05 No Layoff to Compensate for Overtime

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

20.06 Distribution of Overtime

Overtime shall be offered according to the following procedures to those employees in the unit qualified and capable of performing the required tasks to perform the work. Employees may refuse overtime.

The Manager or the Supervisor as delegated by the Manager, may authorize overtime work which will be distributed by the unit Supervisor. Overtime work will be distributed on an equitable, rotational basis amongst qualified employees in the following order:

1) qualified regular employee’s

2) qualified temporary employee’s

3) qualified casual employee’s

4) If no qualified employee can be found to perform the work, it may be assigned within or outside the bargaining unit in the Employer's discretion.

20.07 **Right to Refuse Overtime**

Overtime shall be offered according to procedures laid out in Article 18.06 to those employees in the unit qualified and capable of performing the required work. Employees may refuse overtime, except when required to do so in an emergency situation.

20.08 **Call Out Provisions**

(a) Where the employee has left after their regular workday, and the employee is called back for work, the employee shall receive a minimum of three (3) hours pay at the applicable overtime rate. This shall not apply if the employer gives sufficient notice cancelling said call.

(b) Where an employee is called in to work on a regularly scheduled day off, and commences work, the employee shall receive a minimum of four (4) hours pay at the applicable overtime rate.

(c) The Manager or the Supervisor as delegated by the Manager, will call employees who are qualified to perform the work giving rise to the call-out in order of seniority and on a rotational basis in an effort to distribute overtime equitably among qualified employees.

20.09 **Overtime Compensation**

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

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

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

20.10 **Payment on Termination**

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

20.11 **Overtime Meal Allowance**

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

The overtime meal reimbursement shall be equal to the monetary allowance in accordance with Royal Roads University Business Travel Rates Schedule.

ARTICLE 21: SHIFT WORK

21.01 **Shift Work and Differentials**

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

21.02 **Shift Differential**

(a) An employee shall receive a shift differential of one dollar ($1.00) per hour for all hours worked between 4:00 p.m. and 11.30 p.m. Effective June 1, 2023, the shift differential will increase to one dollar and fifty cents ($1.50) per hour.

(b) An employee shall receive a shift differential of one dollar and fifty cents ($1.50) per hour for all hours worked between 11:30 p.m. and 7:30 a.m. Effective June 1, 2023, the shift differential will increase to four dollars and fifty cents ($4.50)

21.03 **Weekend Premium**

An employee who works on a Saturday or Sunday shall be paid an additional eighty-five cents ($0.85) per hour for all such hours worked. For the purpose of calculating weekend premiums, the affected hours shall occur between midnight Friday and midnight Sunday. Effective June 1, 2023, the weekend premium will increase to two dollars and fifty-five cents ($2.55).

ARTICLE 22: PAID HOLIDAYS

22.01 Paid Holidays

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

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

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

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

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

(d) Seasonal Employees shall be entitled to statutory holiday pay in accordance with Article 22.01(c) for each holiday falling during their scheduled seasonal period, which may be extended.

(e) Seasonal Employees shall be entitled to statutory holiday pay in accordance with the Employment Standards Act for each holiday falling outside their scheduled seasonal period, which may be extended.

22.02 Pay for Scheduled Work on a Paid Holiday

(a) Regular and temporary employees required to work the statutory holiday will be paid time and one-half (1½) their regular rate of pay for the hours worked, plus will receive additional pay (or compensatory time off) at their regular rate of pay for the normal number of daily working hours.

(b) Seasonal Employees required to work a holiday falling during their scheduled seasonal period will be paid time and one-half (1½) their regular rate of pay for the hours worked, plus will receive additional pay (or compensatory time off) at their regular rate of pay for the normal number of daily working hours.

(c) Shift differentials and weekend premiums will be paid to employees who worked the statutory holiday at the regular rate, pursuant to Article 19.

(d) An employee (including a casual employee) who is scheduled to work Christmas Day and who does so shall be paid according to Article 22.02 (a) and (b), except he shall be paid at the rate of double time (2X) the regular hourly rate for all hours worked.

22.03 **Compensation for Paid Holidays**

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

22.04 **Holidays Falling While on Vacation**

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

22.05 **Casual Employees**

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

22.06 **University Declared Holiday**

Where the President exercises their authority to declare an official University holiday (special leave) in addition to the days listed in Article 20.01, eligibility for pay or for a paid holiday will be covered by the provision in Article 22.01. An employee who works on such a day shall receive another day off with pay in lieu, at the regular rate of pay, at a time mutually agreeable to them and their Supervisor. Any such holidays are offered completely at the University's discretion and are not an entitlement.

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

Where a regular or temporary employee is called back to work on a regularly scheduled day off and that day is a statutory holiday, the employee shall be paid at time and one-half (1½X) their regular hourly rate as statutory holiday pay (pursuant to Article 22.02), plus at the applicable overtime rate of pay for call-out, pursuant to Article 18.08. The provisions of Article 22.02 (a) and (b) apply.

ARTICLE 23: <u>VACATIONS</u>

23.01 **Vacation Year**

For the purpose of this Agreement, the vacation year shall mean the twelve (12) month period from April 1st to March 31st, to coincide with the fiscal year.

23.02 **Vacation Entitlement**

Annual vacation entitlement, or portion thereof, will be available for use from the beginning of the vacation year. When an employee is hired to, or otherwise is appointed to a regular position after the start of the vacation year, their annual vacation entitlement will be pro-rated based on the remainder of the vacation year.

23.03 **Length of Vacation**

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

One (1) year's continuous service	fifteen (15) days vacation

Two (2) year's continuous service	fifteen (15) days vacation
Three (3) year's continuous service	fifteen (15) days vacation
Four (4) year's continuous service	twenty (20) days vacation
Five (5) year's continuous service	twenty (20) days vacation
Six (6) year's continuous service	twenty (20) days vacation
Seven (7) year's continuous service	twenty (20) days vacation
Eight (8) year's continuous service	twenty (20) days vacation
Nine (9) year's continuous service	twenty (20) days vacation
Ten (10) year's continuous service	twenty-five 25) days vacation
More than ten (10) year's continuous service	twenty-five (25) days vacation

Continuous service is calculated based on the regular employee's seniority date (except that it may be earlier than the seniority date for an employee hired prior to May 30th, 1996).

23.04 **Regular Part-Time Employees and Seasonal Employees**

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

23.05 **Vacation Carry-Over**

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

23.06 **Vacation Pay on Termination**

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

(b) An employee terminating employment at any time in the vacation year who has taken vacation that had not yet been accrued, will have an amount equivalent to the vacation taken but not yet accrued recovered from the final pay at the current wage or salary rate.

23.07 **Vacation Flexibility**

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

23.08 **Vacation Schedule**

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

23.09 **Conflicts in Scheduling**

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

23.10 **Utilization of Sick Leave During Vacation**

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

23.11 **Casual and Temporary Entitlement**

Casual and temporary employees shall receive a four percent (4%) increment on their hourly or bi-weekly salary rate in lieu of vacation during the first five (5) years of employment and six percent (6%) thereafter.

23.12 **Utilization of Bereavement and/or Court Leave**

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

23.13 **Probationary Employees**

Probationary employees will not normally be allowed to take vacation until after their probationary period has been successfully served. Where, in exceptional circumstances, vacation is granted during the probationary period, the probationary period will be extended for a period of time commensurate with the period of vacation.

ARTICLE 24: SICK LEAVE

24.01 **Sick Leave Defined**

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

24.02 **Sick Leave Accumulation**

Sick leave shall accumulate for all regular full-time employees at the rate of one and one-half (1½) days per month up to a maximum accumulation of one hundred and eighty (180) days. Upon termination or retirement, the employer shall pay out, at the current pay rates, forty percent (40%) of the unused accumulated sick days to the employee. Regular part-time, and Seasonal Employees shall accumulate sick leave on a pro-rata basis according to the number of hours they have worked per month relative to a regular full-time employee. Temporary and casual employees are not entitled to sick leave with pay.

24.03 **Reporting of Sick Leave**

Employees shall report absence due to sickness or disability to their Supervisor as soon as possible or shall have someone do so on their behalf. Upon return to work the employee shall be required to complete the University's sick leave reporting form.

24.04 **Proof of Sickness**

For any absence due to sickness or disability in excess of five (5) consecutive working days, the employee shall be required to provide medical proof of sickness satisfactory to the University**.** Such medical certification may be provided to the Human Resources Department to the attention of the Human Resources Consultant. Failure to do so will result in the absence being treated as leave without pay. Any cost associated with providing such medical proof of sickness shall be borne by the University. The University shall only provide reimbursement of a medical certificate (to a maximum of $50.00) once in a period of illness, upon receipt of proof of payment. No further reimbursement from the University shall occur unless the University specifically requires a further medical certificate. The University reserves the right where there has been a pattern or high usage of sick leave to require satisfactory proof of sickness for periods of less than five (5) consecutive days. The University also reserves the right to refer the employee to a physician satisfactory to the University, the Union and the employee. The costs of such a referral shall be borne by the University.

24.05 **Illness in the Family**

Where no one other than the employee can provide for the medical needs of an immediate family member during an unforeseen illness, the employee shall be entitled to use one (1) day of sick leave. A maximum of five (5) days of sick leave, from the employee's sick leave accrual, per fiscal year (April 1 to March 31) may be taken under this Article.

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

24.06 **Return to Work Program**

The University and the Union are committed to facilitating the reintegration of employees to the workplace as soon as is reasonably possible. The University, the Union and the employee will collaborate on a reasonable return to work

program as supported by medical evidence, following extended absences due to illness or injury.

ARTICLE 25: LEAVES

25.01 Full-Time Union or Public Duties

The University shall grant to regular full-time and regular part-time employees, on written request and with at least twenty (20) days notice, leave of absence without pay:

(a) for a maximum of ninety (90) days for employees to seek election in a municipal, provincial or federal election;

(b) for a period of one (1) year for employees selected for a full-time position with the Union or any body to which the Union is affiliated. Such leave shall be renewed each year on request during their term of office; subject to operational requirements the leave may be shorter than one year.

(c) for a maximum period of four (4) years for employees elected to public office;

(d) where an employee has been elected to a seat on a municipal Council or School Board, and the meetings of that body are held during the employee's normal working hours, the University shall grant leave without pay to attend such meetings; and,

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

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

Seniority will not be lost as a result of an employee pursuing such leave.

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

25.02 Bereavement Leave

(a) A regular full-time or part-time employee, not on leave of absence without pay, requiring bereavement leave will, on request, be granted up to five (5) working days' bereavement leave at the employee's regular rate of pay (shift premiums and differentials excluded) in the case of death of a member of the

employee's immediate family. Part-time employees will receive pay only for those hours normally worked while the employee is on bereavement leave.

(b) For this article only, immediate family is defined as an employee's parent, spouse, child, step-child, brother, sister, father-in-law, mother-in-law, grandparent, grandchild, son-in-law, daughter-in-law, brother-in-law, sister-in-law and any other relative permanently residing in the employee's household or with whom the employee permanently resides.

(c) In the event that the employee is required to travel more than three hundred (300) kilometres from the campus, the paid bereavement leave shall normally not exceed seven (7) working days, except where the University determines that special circumstances warrant an extension.

(d) Upon application to the Manager, an amount of time up to a maximum of one-half (½) day leave of absence, without deduction of pay, to attend a funeral or memorial service of a personal friend or family member not covered in b) above may be granted. The half (½) day may be extended to a full day if the employee has a significant role in arranging or conducting the service or ceremony, for example as a pallbearer.

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

25.03 **Leave for Court Appearances**

(a) The University shall grant paid leave to employees, other than employees on leave without pay, who serve as jurors or subpoenaed witnesses in a court action.

(b) An employee in receipt of their regular earnings while serving at court shall remit to the University all monies paid to them by the court, except travelling and meal allowances not reimbursed by the University.

(c) Time spent at court by an employee in their official capacity shall be at their regular rate of pay and only for such straight time hours that the employee would have worked but for the absence.

(d) Court action arising from employment with the University, requiring attendance at court, shall be with pay provided that it is in response to a subpoena.

(e) In the event an accused employee is jailed pending a court ruling, such leave of absence shall be without pay, benefits and seniority. In the event that the employee is found guilty and sentenced to incarceration for less than one (1) year, leave of absence without pay or benefits may be granted. It is understood that if the employee has committed an offence against the University or if the offence would affect them in the performance of their duties, the provisions of this Article shall not apply.

For all the above leaves, the employee shall advise their Manager as soon as the employee is aware that such leave is required.

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

25.04 **Federal, Provincial and Municipal Elections**

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

25.05 **General Leave**

Notwithstanding any provision for leave in this Agreement, the University may grant leave of absence without pay to a regular full-time or regular part-time employee requesting such leave for emergency or unusual circumstances, or for any other reason which, in the sole opinion of the University, is a valid reason. Such request shall be in writing and be submitted to the employee's supervisor. The employee's Manager shall either approve or deny the leave request and communicate the decision to the supervisor and employee. Approval shall not be unreasonably withheld but the University has the right to have its operational needs take priority when considering a request.

(a) Where possible, the employee's request must be made in writing and delivered to their supervisor at least twenty (20) calendar days before the requested date of commencement if the requested leave is for no longer than fourteen (14) calendar days. Where the requested leave is for longer than fourteen (14) calendar days, a written request shall be delivered to their supervisor at least sixty (60) calendar days before the requested date of commencement.

For Temporary Employees:

i. For leaves greater than sixty (60) calendar days, employees shall not accumulate seniority but shall retain their seniority at the time of commencing the leave.

ii. For leaves of less than sixty (60) calendar days, employees shall continue to accrue seniority.

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

(c) During the unpaid leave of absence, the employee will not earn vacation or sick leave credits.

(d) Leave of absence will normally not be approved for more than one (1) year.

25.06 **Leave for Union Activities**

Upon written request and subject to operational requirements, employees may be granted leave of absence with pay and without loss of seniority to participate in Union activities. The University will endeavour, where operationally feasible, to replace employees when they are on Union leave. The Union shall reimburse the University for the full cost of the employee's wages and benefits.

25.07 **Pallbearer Leave**

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

25.08 **Medical/Dental Appointments**

Whenever possible, employees shall book medical/dental appointments during off-duty hours. Where this is not possible and upon request at least twenty-four (24) hours in advance, leave with pay will be granted. Where the time absent from the workplace is in excess of ninety (90) minutes, time missed shall be made up at a time mutually acceptable to the employee and their supervisor.

25.09 **Leave for Serious Fire or Flood**

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

25.10 **Moving Day**

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

25.11 **Domestic or Sexual Violence Leave**

(i) The parties acknowledge that when domestic or sexual violence occurs, it is a significant social problem that can affect the health and well-being of employees and their families.

When employees experience violence or abuse in their personal lives, it may affect their attendance or performance at work.

(ii) Employees shall be entitled to a leave respecting domestic or sexual violence in accordance with the Employment Standards Act, as may be amended (the “ESA”).

The ESA, as of January 2023, generally provides paid leave up to 5 days per calendar year, with provision for additional unpaid leave, for the following purposes:

(a) To seek medical attention for the employee’s child in respect of a physical or psychological injury or disability caused by the domestic or sexual violence.

(b) To obtain services from a victim services organization.

(c) To obtain psychological or professional counselling.

(d) To relocate temporarily or permanently.

(e) To seek legal advice or law enforcement assistance.

(iii) The foregoing leaves are accessed by request to, and approval of, the Associate Vice President, Human Resources.

(iv) The Employer will not disclose any information relating to the leave to anyone except when another employee requires the information to carry out their duties, or as required by law, or with the consent of the employee.

ARTICLE 26: MATERNITY AND PARENTAL LEAVE

26.01 **Leave Entitlements:**

Employees are entitled to take maternity leave and parental leave in accordance with the BC Employment Standards Act. Employees may be entitled to Employment Insurance benefits while they are on maternity and/or parental leave.

26.02 **Maternity Leave:**

(a) An employee who is pregnant is entitled to take up to seventeen (17) consecutive weeks of maternity leave, which may begin at any time up to thirteen (13) weeks prior to the expected date of delivery.

(b) Federal Employment Insurance benefit provisions for maternity leave may differ in weeks from provincial policy and legislation (see Employment Insurance (EI) Benefits below).

26.03 **Parental Leave:**

(a) A birth mother who has taken maternity leave is entitled to take up to sixty-one (61) consecutive weeks of parental leave, which must begin immediately after the maternity leave.

(b) Other parents are entitled to take up to sixty-two (62) consecutive weeks of parental leave, which must begin within seventy-eight (78) weeks of the child's birth. In the case of adopting parents, the sixty-two (62) weeks of leave must be commenced within seventy-eight (78) weeks of the date the child is placed with the parent.

(c) Federal Employment Insurance benefit provisions for parental leave may differ in weeks from provincial policy and legislation (see Employment Insurance (EI) Benefits below).

26.04 **Employment Insurance (EI) Benefits:**

(a) Eligibility for EI maternity and parental benefits, and the amount of benefit paid to parents, is determined by federal EI policy and legislation.

(b) When a claim for EI benefits is approved, EI requires that a one (1) week waiting period is served by one parent receiving EI maternity and/or parental benefits. Where two parents are sharing parental leave benefits only one is required to serve the EI waiting period. In most cases, this will be the birth mother, who will have served a waiting period at the beginning of their maternity leave.

26.05 **RRU Supplementary Benefits:**

(a) RRU provides benefits, supplementary to confirmed and documented maternity and/or parental EI benefits, to regular full-time and regular part-time employees who will satisfy the return-to-work requirement (see Return to Work below) as follows:

i. Waiting Period (WP) Bridging benefit: The University will pay 100% of the employee's regular gross weekly earnings for the one (1) week unpaid EI waiting period.

ii. Maternity Top-up benefit: For employees who qualify for EI maternity leave benefits, the University will pay the difference between 95% of the employee's regular gross weekly earnings and the amount of weekly EI benefit earnings the employee is confirmed and documented to be receiving from EI for up to fifteen (15) weeks following the expiry of the one (1) week waiting period.

iii. Parental Top-up benefit:

1. **Standard Parental Leave**: For employees who opt for standard EI parental leave benefits, the University will pay the difference between 95% of the employee's regular gross weekly earnings and the amount of weekly EI benefit earnings the employee is confirmed and documented to be receiving from EI for a period of up to ten (10) weeks following the expiry of the one (1) week waiting period (if applicable). Top-up will not be provided for the remainder of the parental leave; OR

2. **Extended parental leave**: For employees who opt for extended parental leave benefits, the University will pay the difference between 73% of the employee's regular gross weekly earnings and the amount of weekly EI benefit earnings the employee is confirmed and documented to be receiving from EI for a period of up to ten (10) weeks following the expiry of the one (1) week waiting period (if applicable). Top-up will not be provided for the remainder of the parental leave.

26.06 **Return to Work (RTW) Bridging benefit:**

At the end of the employee's leave for which EI benefits under their claim have been paid to completion, the University will pay 100% of the employee's regular gross weekly earnings for an additional one (1) week prior to the employee returning to work.

26.07 **Probationary Employees:**

An employee who commences maternity and/or parental leave while on probation in a regular full-time or regular part-time position shall be provided RRU Supplementary Benefits in a lump sum after the employee has returned to work and successfully completed their probation period.

26.08 **Temporary and Casual Employees:**

Temporary and casual employees taking maternity and/or parental leave are not eligible to receive RRU Supplementary Benefits.

26.09 **Benefit Coverage, Vacation and Pension**

While an employee is on maternity and/or parental leave, the University will continue to contribute the applicable premiums under the University's group benefit plans. Should the employee wish to continue Optional Life coverage, post-dated cheques shall be required from the employee for the period of leave to be covered.

Vacation entitlement and sick leave benefit accruals will continue during the maternity and/or parental leave period.

For employees participating in either the College Pension Plan or the Municipal Pension Plan, upon returning to work, there is a time-limited option to purchase service for periods where no or reduced contributions have been made.

Employees planning to request maternity and/or parental leave should consult with their HR Consultant for more information to understand their benefits while on leave.

26.10 **Return to Work**

Employees who have received RRU Supplementary Benefits must return to work for a minimum of twelve (12) months of continuous service (at or equivalent to their pre-leave work schedule/FTE) following maternity and/or parental leave. If an employee who has received RRU Supplementary Benefits does not return to work or leaves the University's employ prior to completing twelve (12) months of service, they will be required to re-pay the RRU Supplementary Benefits they received on a pro-rata basis, with repayment reduced $1/12^{th}$ for every month of service completed following the employee's return to work.

26.11 **Leave Request Process:**

At least four (4) weeks prior to the planned commencement of the leave, the employee should complete the RRU's Maternity & Parental Leave Form and submit it to their supervisor for signature endorsement and forwarding to Payroll.

ARTICLE 27: PAYMENT OF WAGES AND ALLOWANCES

27.01 **Paydays**

(a) The University shall pay employees on a bi-weekly basis in accordance with the rates established in this Agreement detailed in Schedule A attached to and forming part of this Agreement. On each pay day, each employee shall be provided with an itemized statement of their wages, overtime, and other supplementary pay and deductions.

(b) All current up to date vacation and sick leave entitlements will be included on each pay statement.

27.02 **Equal Pay for Equal Work**

Employees shall receive equal pay for equal work.

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

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

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

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

Where the higher paying position is outside the bargaining unit the employee shall be paid at the base of the salary range for that position. The employee shall be deemed to be covered by all provisions of this Collective Agreement, including Article 6 (Check Off of Union Dues) during the period of temporary transfer.

27.05 **Pay on Temporary Assignment, Lower Rated Job**

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

ARTICLE 28: GROUP BENEFITS AND PENSION

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

28.01 **Medical Services Plan (MSP)**

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

28.02 **Extended Health/Vision**

(a) The University shall maintain an Extended Health Plan. For eligible employees the University shall pay one hundred percent (100%) of the monthly premiums for the following benefits:

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

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

28.03 **Dental Plan**

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

The following coverage shall be provided:

PLAN A Basic dental services - Plan pays one hundred percent (100%) of items covered such as extractions and fillings.

PLAN B Crowns, Bridge and Dentures - Plan pays seventy-five percent (75%).

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

PLAN C Orthodontic - Plan pays fifty percent (50%) of services for

employees and dependent children up to a lifetime maximum of two thousand dollars ($2,000.00) per person.

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

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

28.05 **Long Term Disability (LTD)**

The University shall maintain a Long-Term Disability (LTD) plan. It shall be mandatory for eligible employees to enrol in and maintain coverage under the LTD plan. For eligible employees the University shall cover the cost of one hundred percent (100%) of the monthly premiums pursuant to Article 26.02.

28.06 **Employee Assistance Program (EAP)**

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

28.07 **Pension**

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

28.09 **Regular Part-time Employees, Seasonal Employees**

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

28.10 **Temporary and Casual Employee Eligibility**

Temporary and Casual employees shall receive (eight) percent (8%) in addition to their regular wages, in lieu of benefits. Effective June 1, 2023, Temporary and Casual employees shall receive ten percent (10%) in addition to their regular wages, in lieu of benefits.

28.11 **Master Agreements**

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

28.12 **Liability Insurance**

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

28.13 **Continuation of Benefits During Work Stoppages**

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

ARTICLE 29: HEALTH AND SAFETY & ENVIRONMENT

29.01 **Intent**

(a) The University and the Union aim to provide a safe, healthy and secure environment in which to conduct their operations. To this end they will cooperate in every reasonable manner in striving to prevent unsafe practices and procedures and in correcting such practices and procedures that may be identified.

(a.1) Protecting the campus' ecological and historical integrity and contributing to the health and well-being of all lands and peoples is essential to the university's stewardship responsibilities today and for future generations. The University is committed to meeting the objectives of the Climate Action Plan and associated policy statements.

(b) Safe and healthy working conditions in the workplace include but are not limited to:

i. proper labelling and storage of flammable, poisonous, radioactive and biohazardous materials;

ii. regular fire drills and preparedness;

iii. qualified personnel with first-aid skills on site;

iv. disaster planning and drills; and

v. industrial precaution with respect to heavy equipment.

29.02 **Joint Occupational Health, and Safety Committee**

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

29.03 **Compliance with Health and Safety Policy, Legislation and Regs**

The University, the Union and the employees shall comply with all applicable federal, provincial and municipal health and safety legislation and regulations including the Workers' Compensation Act and with Royal Roads University's Health, Safety and Environment policies and procedures as amended from time to

time. There shall be no discrimination, no penalty, no intimidation and no coercion tolerated for compliance with these policies, legislation and regulations.

29.04 **Emergency, Workplace Accident or Injury Response**

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

29.05 **Transportation of Injured Employees**

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

29.06 **Continuity of Pay on Day of Workplace Injury**

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

29.07 **Prohibition Against Unsafe Conduct by Employees**

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

29.08 **Protection against Discipline**

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

29.09 **Training of University Health and Safety Committee Members**

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

29.10 **Proper Job Training**

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

29.11 **Health and Safety Grievance**

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

ARTICLE 30: TECHNOLOGICAL CHANGE AND ADJUSTMENT PLANNING

30.01 Consultation on Change

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

30.02 Adjustment Plan

Within thirty (30) days of the request to consult referred to in Article 28.01, the University and the Union shall meet, in good faith, and endeavour to develop an adjustment plan. The parties may consider alternatives to the proposed measures, policy, practice or change, including amendment of provisions in the Collective Agreement.

30.03 Notice to Affected Employees

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

30.04 Retraining

Affected regular employees who are unable to exercise seniority rights pursuant to Article 28.03 shall be given the opportunity to study, practice and train to acquire the knowledge and skill necessary to qualify for an existing vacant or a newly created position. Such retraining must be accomplished within three (3) months during which time the University agrees to pay the employee at their prevailing rate and to bear the cost of the retraining. Upon completion of retraining the employee shall be paid at the rate for the position that they have been trained for. The University shall be under no obligation to offer an employee more than one (1) retraining opportunity. It is agreed that the employee will cooperate in any retraining which may be required in order to retain employment with the University.

30.05 Severance Pay

If the University is unable to provide work for an affected regular employee and retraining pursuant to Article 28.04 is not appropriate or if the employee elects, the University shall pay lump sum severance pay. Severance pay shall be determined on the basis of one (1) weeks' pay at the employee's regular rate of pay for each complete year of service, to a maximum twenty (20) weeks' pay.

30.06 **Recall**

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

ARTICLE 31: JOB SECURITY and CLASSIFICATION

31.01 **Work of the Bargaining Unit**

(a) The Labour Management Committee will review every six (6) months or upon the request of either party, the work contracted out during the previous six (6) month period. With this information, the parties will discuss whether or not the University is maintaining the regular work of the bargaining unit as well as possible opportunities for changing the pattern of work allocation and creating new regular positions, to ensure that the spirit of the Agreement is maintained, and that the University is operating in a cost-effective manner.

(b) The University agrees to maintain the current regular employees in their positions and hours pursuant to Schedule “A” as of April 5, 2006. The parties may mutually agree to changes during the term of the collective agreement. Such agreement shall not be unreasonably denied. It is understood that the duties and responsibilities of employees may be reasonably changed pursuant to Article 29.02 and other applicable clauses in the agreement.

31.02 **Job Classification System –Role Profiles**

(a) The University shall provide the Union with a copy of the recognized role profile for each group of employees in respect of whom the Union is certified as a bargaining agent.

(b) The University shall provide the Union with any proposed new role profile or with any proposed change in an existing role profile.

(c) Any new role profile created by the University shall have the rate of pay set by mutual agreement of the parties to be jointly negotiated. If the parties fail to reach agreement on a rate of pay within thirty (30) days, the University may proceed with its proposed rate, subject to arbitration by a single arbitrator appointed pursuant to Article 12.10.

(d) Where the work of an existing position changes sufficiently to warrant a review the Union may make a written request to review the role profile for such a position. Where a revision to a role profile involves a substantial change in the level of skill and/or responsibility, the rate of pay shall be reviewed by the parties and, if required, a new rate shall be jointly negotiated. The results of any such review are subject to the provisions of Article 9 if either party so desires. The effective date of the change shall be the date on which the University received the written request from the Union.

(e) No existing role profile shall be eliminated from the job classification system without mutual agreement of the parties

ARTICLE 32: GENERAL CONDITIONS

32.01 Union Insignia

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

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

32.02 Uniforms and Protective Clothing

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

1. **Regular and Seasonal Employees**

   (a) Effective June 1, 2020, Regular and Seasonal employees will be reimbursed for the purchase of approved safety footwear in an amount not to exceed: two hundred and twenty-five ($225.00) dollars each fiscal year (between April 1st of each year and March 31st of the following calendar year). The employer may arrange an account, issue vouchers or require a receipt for reimbursement.

   (b) Wet weather clothing for regular Gardens and Grounds employees will be provided and replaced as required.

   (c) Other uniforms and protective clothing (i.e. hi-vis vests) will be provided and replaced as required.

2. **Casual Employees**

   (a) New casual employees are expected to provide their own approved safety footwear. Reimbursement, per Article 30.02(1) above will be provided once the employee has successfully passed probation as specified in Article 15.09.

   (b) Other uniforms and protective clothing, including wet weather gear where appropriate, will be provided and replaced as required.

3. **Temporary Employees**

   (a) This applies to employees whose status is solely temporary and not also casual or regular.

   (b) Temporary employees who are hired for a temporary appointment greater than six (6) months will be reimbursed for approved safety footwear per Article 30.02(1) but only at the completion of their temporary appointment – receipt is required for reimbursement.

(c) Other uniforms and protective clothing, including wet weather gear where appropriate, will be provided and replaced as required.

32.03 **Proper Accommodations**

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

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

32.04 Bulletin Boards

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

32.04 Allowances for Tools

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

32.05 **Communication to Members**

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

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

32.06 **No Reprisals Arising from Work Stoppages**

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

32.07 **Closing of University**

(a) Should the University, or an area of the University, be closed temporarily due to environmental conditions, utility disruptions, road conditions or other reasons beyond the control of the University, employees shall receive their regular salary (excluding shift differential and weekend premium) during the

closure. The University may layoff employees in accordance with the terms of Article 16 if the closure is expected to be for greater than twenty (20) working days.

(b) If an employee is called in to work during a temporary closure of the University they will be paid at Overtime rates as per Article 18.02. Agreed

(c) Where a member is required by their Manager to continue their regular shift following a University location closure they will be paid one and one half (1 ½) times their regular rate of pay.

32.08 **Campus Patrol Escort**

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

32.09 **Vehicle Policy**

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

32.10 **Employee Library Card**

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

32.11 **University Facilities**

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

32.12 **Parking**

Parking shall be provided for employees in this bargaining unit at no greater cost than is charged any other employee or student of the University.

32.13 **Education at the Work Site**

Subject to the availability of space, facilities and subject to operational requirements, the University shall allow the Union to sponsor employee education functions such as seminars, workshops, lectures, etc., to be held on the University's premises subject to Article 32.05 during the employees' lunch period or following the regular working day.

32.14 **Personnel File**

Upon twenty-four (24) hours notice, any employee may request the right of access to their personnel file. The file will be reviewed in the presence of a Human Resources staff member during the normal working hours of the Human

Resources Office and the employee shall be provided a copy of materials upon request.

32.15 **Professional Fees**

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

32.16 **Taxi Voucher**

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

32.17 **Union Office Accommodation**

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

32.18 **Use of Neutral Pronouns**

The use of the neutral pronouns “they” and “their” will be observed throughout the Agreement and should be read as applying to the preferred pronoun of an individual person, except in the context of sentences where “they” and “their” can clearly be understood as intended to be plural.

32.19 **Travel on University Business**

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

32.20 **Vehicle Damage Protection**

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

ARTICLE 33: BARGAINING AND TERM OF AGREEMENT

33.01 **Duration**

This Agreement shall be binding and remain in effect from June 1, 2022 to May 31, 2025.

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

33.02 **Notice to Bargain**

(a) This Agreement may be opened for collective bargaining by either party giving written notice to the other party at any time within four (4) months immediately preceding the expiry date of the current collective agreement.

(b) Where no notice is given by either party within ninety (90) days or more before the expiry of the collective agreement, both parties shall be deemed to have given notice under this section ninety (90) days before the expiry of the collective agreement.

(c) All notices on behalf of the Union shall be given by the President of the Union and similar notices on behalf of the University shall be given by the President of the University (or their delegates).

33.03 **Commencement of Bargaining**

Where a party to this Agreement has given notice under Article 33.02, the parties shall, within ten (10) days after the notice is given commence collective bargaining.

33.04 **Change in Agreement**

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

33.05 **Agreement to Continue in Force**

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

33.06 **No Strikes or Lockouts**

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

33.07 **Continuation of Acquired Rights**

(a) All provisions of this Agreement are subject to applicable laws now or hereinafter in effect. If any law now existing or hereafter enacted, or proclamation or regulation shall invalidate, disallow or materially alter any portion of this Agreement, the entire Agreement shall not be invalidated and all other specific provisions of this Agreement shall remain in force and effect.

(b) In the event that any provisions of this Agreement are invalidated or disallowed, as contemplated by (a) above, either party may, by serving notice in writing, require the other to enter into negotiations for the purposes of:

i. making adjustments to the Agreement to ensure that it remains as consistent with the original Agreement as the law will allow; and

ii. settling the language of any terms and conditions that are required to replace the provision which was invalidated, disallowed or materially altered.

(c) In the event that the parties do not reach agreement in the negotiations under (b) above, either party may refer the matter directly to arbitration pursuant to Article 12.10, in which case the matter shall be adjudicated as an interest arbitration.

33.08 **Copies of Agreement Available on RRU Website**

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

ARTICLE 34: TRAINING AND DEVELOPMENT

34.01 **Professional Development**

Members of CUPE Local 3886 will have access to the same plans and provisions for professional development and tuition waiver as any other employee at the University, pursuant to University policies in effect, as amended from time to time. Payment of tuition by the University shall be treated in accordance with applicable Revenue Canada guidelines on the reporting of taxable benefits; and,

(a) Where an employee requests and is approved or is requested by the University to undertake training or professional development activities directly related to the performance of their job, the University shall bear all reasonable expenses associated with that training. Time spent in such training will be considered time worked but shall not result in the payment of overtime. The University shall administer this clause in accordance with the University policy for professional development.

34.02 **Courses During Working Hours**

Subject to operational requirements, supervisors may approve absence from work to permit an employee to enrol in a course that is not available during the employee's off-duty hours.

34.03 **Leave for Educational Upgrading**

Regular full-time and regular part-time employees may request leave of absence without pay per the terms of Article 25.05 for the purposes of upgrading their education or qualifications, whether or not the qualification are related to the position that they currently hold.

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

34.05 **Leave for Examinations**

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

ARTICLE 35: APPLICABLE LEGISLATION

35.01 **Applicable Legislation**

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

SCHEDULE "A"

				TO BE CONFIRMED		
Job Title		**June 1 2022**	**June 1 2023**	**June 1 2024**	**June 1 2024**	**Approx. # of Regular FTEs**
	Current	**$0.25/hr + 3.24%**	**6.75%**	**2%**	**3%**	
Supervisor, Grounds & Gardens	34.31	35.68	38.08	38.84	39.22	1
Charge Hand, Head Gardener	30.99	32.25	34.42	35.11	35.45	1
Gardener/Aborist, Equipment Technician	30.86	32.12	34.28	34.97	35.31	1
Gardener	26.70	27.82	29.69	30.28	30.58	5
Groundsworker - Casual/on-call	21.50	22.45	23.96	24.44	24.68	0
Groundsworker - Seasonal/Temp F/T	21.50	22.45	23.96	24.44	24.68	1
Supervisor, Plant Operations	36.65	38.10	40.67	41.48	41.89	1
Charge Hand, Plant Operations	33.53	34.87	37.22	37.96	38.34	1
M/W - Trades, Electrician	31.94	33.23	35.47	36.18	36.53	
M/W - Trades	30.86	32.12	34.28	34.97	35.31	
M/W - Technician	24.44	28.59	30.51	31.12	31.43	5
M/W - Tech Support	25.70	26.79	28.59	29.16	29.45	2
M/W - Facilities	21.70	22.66	24.18	24.66	24.91	0
M/W-Trades Electrician + FSR	33.94	35.30	37.68	38.43	38.81	
Supervisor, Production	27.40	28.55	30.47	31.08	31.38	
Charge Hand, Production	23.87	24.90	26.58	27.12	27.38	1
Production Worker	21.50	22.45	23.96	24.44	24.68	3
Supervisor, Custodial & Housekeeping Services	27.40	28.55	30.47	31.08	31.38	1
Charge Hand, Custodial & Housekeeping	23.87	24.90	26.58	27.12	27.38	1
Custodian/Housekeeper	21.50	22.45	23.96	24.44	24.68	15
Housekeeper	21.50	22.45	23.96	24.44	24.68	2
						40.65

Grounds worker positions are normally occupied by temporary employees

If an individual has completed a temporary appointment in each of two consecutive years over the same period of time in the year, they may be offered a seasonal full time position or seasonal part time position to commence in the subsequent year. The offer whall be made at the discretion of the employer, which shall not be uncreasonably withheld.

MEMORANDUM OF UNDERSTANDING

General Wage Increases (GWIs)

Year 1 (Effective June 1, 2022):

- a flat amount of $0.25, followed by 3.24%

Year 2 (Effective June 1, 2023):

- by the annualized average of BC CPI over twelve months starting on March 1, 2022 to a minimum of 5.5% and a maximum of 6.75%, subject to the COLA MOU (see below)

Year 3 (Effective June 1, 2024):

- by the annualized average of BC CPI over twelve months starting on March 1, 2023 to a minimum of 2.0% and a maximum of 3.0%, subject to the COLA MOU (see below)

The wage schedule shall be updated to reflect the GWIs set out above.

Re: Cost of Living Adjustments (COLAs)

The parties agree that in determining the level of any Cost of Living Adjustments (COLAs) that will be paid out starting on June 1, 2023 and June 1, 2024, respectively, the "annualized average of BC CPI over twelve months" in the Monetary Agreement of the collective agreement means the *Latest 12-month Average (Index) % Change* reported by BC Stats in March for British Columbia for the twelve months starting at the beginning of March the preceding year and concluding at the end of the following February. The percentage change reported by BC Stats that will form the basis for determining any COLA increase is calculated to one decimal point. The *Latest 12-month Average Index*, as defined by BC Stats, is a 12-month moving average of the BC consumer price indexes of the most recent 12 months. This figure is calculated by averaging index levels over the applicable 12 months.

The *Latest 12-month Average % Change* is reported publicly by BC Stats in the monthly BC Stats *Consumer Price Index Highlights* report. The BC Stats *Consumer Price Index Highlights* report released in mid-March will contain the applicable figure for the 12-months concluding at the end of February.

For reference purposes only, the annualized average of BC CPI over twelve months from March 1, 2021 to February 28, 2022 was 3.4%.

SCHEDULE “B" - CASUAL EMPLOYEES

1. Casual employees shall be employed only to relieve in positions occupied by regular, and temporary employees pursuant to Article 1.02. Without limiting the generality of the foregoing, the Employer may call casual employees to perform the following work:

   a) vacation relief,

   b) sick leave relief,

   c) education relief,

   d) maternity/ parental leave relief,

   e) compassionate leave relief,

   f) union business relief,

   g) educational leave relief,

   h) relief for such other leave as provided in the collective agreement, or

   i) in an emergency where an extraordinary workload develops a casual employee may be used to do work on an on-call, as needed basis not to exceed forty (40) days in duration.

2. The University will place casual employees on the applicable Section Casual List in accordance with the University's hiring policy. The Sections are:

   Custodian and Housekeeping Services
   Grounds and Gardens
   Maintenance
   Production Workers

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

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

3. Casual Seniority Order Call-in Lists

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

   a) The University shall maintain the lists in seniority order and call in the most senior casual employee who is not working every time casuals are needed. Only one call need be made to any casual employee provided that the telephone is permitted to ring a minimum of eight (8) times. Casual employees who refuse eight (8) call-ins within a twelve (12) month period or do not work for six (6) months pursuant to Article 14.03 i) shall lose accrued seniority and be struck from the casual list(s). An employee who is unavailable for call-in shall notify the employer in advance, in writing of those periods except in case of emergencies.

b) All such calls shall be recorded in a log book maintained for that purpose which shall show the name of the employee called, the time of vacancy, the time that the call was made, the job required to be done, whether the employee accepts or declines the invitation to work or fails to answer the telephone, and the signature of person who made the call. In the event of a dispute the Union shall have reasonable access to the log book and shall be entitled to make copies.

c) If the casual employee who is being called fails to answer or declines the invitation to work, the Employer shall then call the next employee in order of Casual Seniority Order Call-in Lists in that classification and so on until a casual employee is found who is ready, willing and able to work.

4. Where it appears that a regular employee whose position is being filled by a casual employee will not return to their position within forty (40) days, that position shall be posted and filled as a temporary position pursuant to the provisions of Article 1.02 (c) and Article 15.

5. A casual employee may only become a regular employee by successfully applying for and accepting a permanent position as per Article 15. Upon completion of a temporary position a casual employee shall be reverted to the casual list.

6. Casual employees shall be considered for a temporary assignment only after regular employees have been considered.

7. The University commits to building the casual lists for all sections outlined above and will provide the Union copies of each list prior to the regularly scheduled Labour Management Committee Meetings.

LETTER OF AGREEMENT # 1

Re: Article 17.03 – Work Schedule

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

LETTER OF AGREEMENT # 2

Re: On-Call Coverage and On-Call Pay

1. The parties agree that the Maintenance Technicians Technical Support Workers, Charge Hand Plant Operations, Supervisor Plant Operations and Facilities Maintenance Workers are eligible to participate in the On-Call Coverage Program.

2. The parties agree that the persons scheduled to be on call shall:

    a) be provided with a pager and a cell phone at the expense of the employer;

    b) remain within one hour safe travel time of Royal Roads University for the purpose of responding to a call in;

    c) be prepared to respond to a call within ten minutes by use of cellular or other phone;

    d) respond to the call by providing verbal instruction and/or physical attendance at the site and/or arranging for the appropriate resource.

3. The parties agree that a minimum of two employees are required to participate in the on-call program to ensure there is a rotation of on-call assignment.

4. The individuals accepting on-call assignment will provide a suggested rotation schedule for the consideration of the director.

5. Regular employees of the bargaining unit as of October 29, 2001 will not be required to participate in the on-call program.

6. Remuneration for each hour of on-call time, as designated and assigned by the employer, shall be one dollar, fifty cents ($1.50). An employee who responds to a call-in by physical attendance on site shall also be eligible for call-in pay in accordance with the collective agreement. Effective June 1, 2024, remuneration for each hour of on-call time will increase to two dollars ($2.00).

LETTER OF AGREEMENT # 3

Re: Engineer Contract Language

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

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

Language Deleted

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

LETTER OF AGREEMENT # 5

Re: Funds for CUPE Employee Career and Professional Development Opportunities

Royal Roads University and CUPE Local 3886 recognize there is a need for additional training and development opportunities that will enable CUPE employees to further develop the knowledge and skills that will assist them to adapt and thrive in the changing work environment and to engage in a respectful workplace culture committed to equity, diversity and inclusion. Royal Roads University will identify and develop specific opportunities to achieve these objectives in consultation with CUPE Local 3886.

Royal Roads University will allocate funding towards the development and delivery of these and/or similar career and professional development opportunities as follows:

June 1, 2019 - $3600
June 1, 2020 - $4600
June 1, 2021 and thereafter $8100

Funds not allocated in 2019/20 may be carried forward for one year only.

LETTER OF AGREEMENT # 6

Re: Wellness Spending Account

The parties agree that in order to assist in the enhancement of the health and wellness of employees, a Wellness Spending Account (WSA) shall be provided to “eligible employees”, as defined at Article 26: Group Benefits and Pension.

Effective on the date of ratification, each eligible employee shall be allocated an individual WSA account of $600. This account shall be replenished to $600 on April 1, 2024 and each anniversary thereafter.

The WSA will be subject to Canada Revenue Agency rules and requirements for taxable benefits.

Employees shall be permitted to use their WSA towards health & wellness initiatives, such as:

- Membership and/or admission to fitness facilities;
- Textbooks and/or related media on health and/or wellness related topics;
- Smoking cessation, weight loss or addictions programs;
- Classes/courses for health/wellness enhancement or for personal or professional development
- Fitness Instruction/ Personal Trainers
- to supplement personal Health Benefits, including enhanced EAP access

Employees must submit receipt(s) for purchases made within the fiscal year to the Associate Vice President, Human Resources for approval of reimbursement before the deadline set out by the Employer prior to the fiscal year end.

If an employee has unused WSA funds when they leave the employ of RRU, that unused allowance is forfeited.

LETTER OF UNDERSTANDING #7

Re: Indigenization

The Parties agree to:

commit to the establishment of a process (for instance, a joint committee) to review the collective agreement together and identify opportunities for amendments to the agreement designed to:

- enhance reconciliation efforts with Indigenous peoples
- decolonize practices within the University
- identify and eliminate barriers to equal participation for Indigenous peoples.
- commit to a process of engagement with the Indigenous peoples of the Xwsepsum (Esquimalt) and Lekwungen (Songhees) as to how best to incorporate their ongoing, meaningful engagement into the process.
- establish the mechanism by which identified opportunities for amendments to the collective agreement are considered for approval by the parties.