

COLLECTIVE AGREEMENT

between

**CANADIAN UNION OF PUBLIC EMPLOYEES,
(CUPE)LOCAL 2396**

and

DOUGLAS STUDENTS' UNION (DSU)

August 1, 2022 – July 31, 2026

CUPE / Canadian Union
of Public Employees

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ARTICLE 1 - GENERAL PURPOSE

1. In order to establish and maintain efficient operations and a harmonious relationship between the Employer and the employees, the Employer and the Union agree that the general purpose of this Collective Agreement is to establish an orderly collective bargaining relationship. No employee shall be required or permitted to make a written or verbal agreement with the Employer or its representatives which may conflict with the terms of this Agreement.

ARTICLE 2 - RECOGNITION

1. The Employer recognizes Local 2396 of the Canadian Union of Public Employees as the sole and exclusive collective bargaining agent for all of its employees and hereby agrees to negotiate with the Union, and any of its authorized committees, concerning all matters affecting the relationship between the Parties.
2. This Collective Agreement is fully applicable to all employees listed in Article 4 and/or work study employees hired by the Douglas Students' Union unless otherwise specified.
3. In the event there is a conflict between the requirements of this Collective Agreement and those of the Douglas Students' Union's Constitution and Administrative Policies, the requirements of the Collective Agreement shall prevail.

ARTICLE 3 - DEFINITION OF EMPLOYER

1. The term "Employer" shall refer to the Douglas Students' Union and not to individual members thereof.

ARTICLE 4 - DEFINITION OF EMPLOYEES

1. Employee – the term "employee" shall include all persons hired by the Employer according to the provisions of Article 35. For the purpose of this Agreement, the "Union" comprises all such employees.
2. Classifications of employees: There shall be six general classifications of employees:
 - a) Permanent full-time
 - b) Permanent part-time
 - c) Replacement
 - d) Student
 - e) Temporary
 - f) Emergency relief

Permanent full-time, permanent part-time, and replacement employees shall be deemed "regular" employees. Temporary employees may also be deemed "regular" per the terms of Article 4.3 e. 2.

3. a) Permanent full-time employees: This classification shall include all persons who are employed on a continuous and/or permanent basis and who hold positions that are scheduled to work thirty (30) hours or more per week are designated as “full time”
- b) Permanent part time employees: This classification shall include all persons who are employed on a continuous and/or permanent basis and who are scheduled by the Employer to work an average of less than thirty (30) hours per week for periods of more than two months. These employees shall have their benefits prorated. It is understood that paid time off, (e.g., vacation, sick time, paid leave), shall be considered time worked.
- c) Replacement employees: This classification shall include all employees who have been hired to replace any permanent employee who is on vacation or approved leave. Replacement employees shall take on the responsibilities as per the job description of the replaced employee. They shall receive the wage and benefits of a permanent employee, unless stated otherwise in the collective agreement, and shall be entitled to all rights and privileges of a permanent employee unless stated otherwise in the agreement.
- d) Student employees: This classification shall include all employees who have been hired to carry out front-line member services and sales. Hours shall be offered to all employees within this classification equally where possible. Unscheduled hours shall be offered to student employees based on their seniority and ability.

No full-time employees shall be terminated, transferred, laid off or have their regular scheduled workweek reduced as a result of using student employees.

1. To be eligible for employment, Douglas College must provide proof of the registration of students at the beginning of each semester to the Staff Relations Officer and the Local 2396 Shop Steward or Union Representative. Students must maintain their student registration status and be actively enrolled in classes in each semester but are permitted to take one semester off from classes per year.
2. All student employees are allowed to take a leave for the summer semester (May to August) each year upon the provision of one month's written notice to do so to the Employer. They shall not lose seniority and shall be reinstated to their former position provided they supply notice one month prior to the commencement of their leave of their intention to return to their position.
3. Recall List: There shall be a student employee recall list from which students may be hired based on their seniority and qualifications for the student positions. If no student is on the student recall list, then the employer may hire any student outside the bargaining unit.

4. Scheduling: the following apply to the scheduling of student employees:
- a) Employer will schedule student employees an equitable number of weekly hours with variations based on their seniority and availability.
 - b) Student employees shall submit personal timetables of their availability not less than 30 days before the beginning of the semester that provide reasonable availability for work.
 - c) No student employee shall be scheduled more than twenty-one (21) hours per week.
 - d) No student employee shall be scheduled less than six (6) hours per week provided that they have provided reasonable availability for work.
 - e) Extra or unscheduled shift are allocated based on seniority. Any reduction in assigned hours will be done in order of reverse seniority.
Consideration is given to the smooth operation of the workplace.
 - f) **Benefits:** Students employees shall receive fourteen (14%) pay in lieu of Benefits and RRSP in Lieu of Pension paid on each pay cheque. The employer will withhold the student employees 4% vacation pay from their pay cheque upon the employee's request prior to the beginning of a semester. The employee has the option of receiving their vacation pay out at the end of each semester, or it shall continue to accumulate into the following semester.
 - g) **Student Meetings:** There will be meetings scheduled between all student employees and the Staff Relations Officer no less than twice per semester. The purpose of these meetings is to discuss workplace concerns, scheduling issues and improved student employee usage. Students shall be paid two hours, in addition to their guarantee, for attending such meetings.
 - h) **Temporary Employees:** are employees who are employed for temporary work of a non- continuing and non-regular nature. This includes vacation relief, sick leave, and other leave coverage, externally or internally funded projects of limited duration and emergency relief.
 - 1. Temporary employees hired for periods of less than 9 consecutive pay periods shall be entitled to all rights of this Agreement except with respect to seniority, layoff, and recall, and shall receive on each pay cheque 12% of gross wages in lieu of benefits: vacation, paid holidays, medical and dental, and paid leaves.
 - 2. All employees, except student employees as defined above, who are employed for longer than 9 pay periods shall be considered regular employees as defined in sections 3a or 3b.
 - i) **Emergency Relief:** As defined in Article 35 Section 8.

ARTICLE 5 - MANAGEMENT RIGHTS; UNION PARTICIPATION

The Employer retains the right to manage the Society, to determine policy of the Society through its elected representatives and to direct the workforce accordingly. The Employer agrees to meaningful consultation with the employees through their elected representatives in the development of rules and policies which affect terms and conditions of employment or day to day performance of assigned duties and responsibilities. Management rights will be exercised in accordance with the provisions of this Agreement.

1. All rights, benefits, privileges and working conditions which employees now enjoy, receive, or possess as employees of the Employer, shall continue to be enjoyed or possessed insofar as they are consistent with this Agreement but may be modified by mutual agreement between the Employer and the Union.

2. Staff Representation and Participation

The Employer agrees that all meetings of the Employer, including but not limited to Executive, general and Committee meetings, with the exception of those meetings which deal with collective agreement negotiations, formal grievances, and all matters concerning staff discipline and discharge, shall remain open to all employees. Employees shall have the right to fully participate in these meetings.

a) The Employer and Union agree to the principle of full Union participation in discussions and decisions affecting workload, duties and working environment. Therefore, the Employer agrees to participation by employees, in accordance with job descriptions, at all meetings and conferences which the Employer attends or where it sends a representative. This shall include, but not be limited to: Federation general meetings, Federation skills development and orientation sessions, Federation provincial executive meetings, external conferences, community forums, and coalition group meetings when deemed necessary.

b) Employees shall receive pay for attendance at meetings attended as per their job description or as directed by the Employer.

3. Changes to existing job descriptions shall be made by mutual agreement of the Union and the Employer. Where existing job duties are altered or the volume of work increased, or where an employee is otherwise unfairly or incorrectly classified, the appropriate classification shall be negotiated between the Employer and the Union. Failing agreement, any dispute shall be referred to arbitration prior to any changes in job descriptions or classifications being implemented. The arbitrator shall have the power to determine the appropriate classification, job description and other related matters at issue effective as of the date of the job being changed.

4. A Working Conditions Committee shall be constituted of the Employer's Staff Relations Officer or designated alternate and the Union Shop Steward or Union representative.
- a) The purpose of this committee shall be to maintain communication and to promote cooperation between the employees and the Student Representative Body. It shall include within its terms of reference any matter concerning the implementation of this Collective Agreement.
 - b) The committee shall meet at a mutually agreeable time.
 - c) Meetings: Meetings of this committee shall be held during working hours with no loss of pay or benefits to the employee(s) concerned.
 - d) Notice: Notice of meetings of the Working Conditions Committee shall be circulated in the workplace two (2) days before any meeting of this committee.
 - e) Circulation of Agreements Reached: When matters are discussed at meetings of this Committee, a memorandum shall be made of any agreement reached and shall be initialed by all members present. Two (2) copies of this agreement shall be sent to the Steward, one of which shall be posted on the union bulletin board.
 - f) Unresolved Disputes: Disputes not resolved in the Working Conditions Committee shall be referred to Step 2 of the Grievance Procedure as set out in Article 40.
5. Resolutions and Reports of the Employer
- Any reports or recommendations about to be made to the Executive Committee, Board of Directors and the general membership, dealing with matters of policy and/or conditions of employment which may affect employees within the bargaining unit, shall be communicated in writing to the Union in time to afford the Union seventy-two (72) hours to consider them, and if deemed necessary, of speaking to them when they are dealt with by the aforementioned. This paragraph does not apply to reports or recommendations to the executive bodies or Board of Directors in-camera under paragraph 2(b) of this article.

ARTICLE 6 - NO DISCRIMINATION

1. Human Rights

The Employer and the Union agree that there will be no discrimination against an employee, prospective employee or employee representative by reason of age, race, creed, colour, ancestry and national origin, physical or mental disability, political or religious views, sex or sexual orientation, marital status, family and parental status, conviction of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person.

2. Personal Rights

The Employer and its representatives agree that the rules, regulations and requirements of the workplace shall be limited to matters pertaining to the work required of each employee. In addition, the Employer or individual Executive members shall not harass, belittle, usurp or interfere in the work of employees. Employees will not be asked or required to do personal work, such as work not related to Douglas Students' Union activities, for representatives of the Employer.

3. Sexual and/or Personal Harassment

a) Definition

Sexual and personal harassment is defined as:

1. uninvited, sexually suggestive, obscene or offensive remarks or gestures;
2. verbal advances, undue attention, invitations, or physical advances where a reasonable person ought to know that such behaviour is unwelcome;
3. denigration of an individual because of their sexual orientation;
4. denigration of an individual because of their cultural orientation;
5. physical assault or threat of assault;
6. abuse of professional or supervisory authority when:
 - a) such conduct has the purpose or effect of unreasonably interfering with an individual's academic or work performance or creating an intimidating, hostile or offensive environment for learning or working; OR
 - b) submission to, or rejection of, such conduct is made either explicitly or implicitly a term or condition of an individual's employment, academic status or academic accreditation;OR;
 - c) submission to, or rejection of, such conduct by an individual is used as the basis for evaluations, recommendations or decisions affecting any term or condition of an individual's employment, academic status or academic accreditation.

It is recognized that not all forms of sexual or personal harassment are explicitly covered by definition. There are some forms of behaviour that may be regarded by some as sexual or personal harassment and by others as normal. In such potentially ambiguous cases, sexual or personal harassment may be considered to have occurred if the complainant has clearly expressed to the respondent that they wish the offending behaviour to cease and the offending behaviour continues.

Sexual or personal harassment may be physical and/or psychological in nature. One incident or the aggregation of a series of incidents (even where a single incident would not necessarily be considered to be harassing) may constitute sexual or personal harassment. An incident involving College or related matters may properly be considered to constitute sexual or personal harassment whether it occurs on campus or not or whether it occurs during school hours or not.

- b) Cases of sexual harassment shall be considered as discrimination and shall be eligible to be processed as grievances.
- c) No information relating to the grievor's personal background, lifestyle or mode of dress will be admissible during the grievance or arbitration process.
- d) The Employer recognizes its responsibility to maintain a discrimination free workplace.
- e) The Employer agrees to supply the employee with all the information necessary relative to their rights, including what recourse is available within this collective agreement, as well as resources outside the collective agreement.

In addition, the employer shall also point out to the employee their respective obligations in matters of sexual harassment.

4. Trade Union Activity

The Employer will not discriminate against any employee because of membership or activity in the Union or for the exercise of rights provided for in the Agreement.

5. Personal Opinions

No employee shall be disciplined for voicing personal opinions in a respectful manner in the performance of their duties and responsibilities.

ARTICLE 7 - EMPLOYEE INFORMATION AND CONFIDENTIALITY

1. Employee Information

a) An employee shall have access to all books and records pertaining to their employment with the Employer. The Employer may add written comment to these. The employee shall be informed within two working days of any addition to these records, and they shall have the right to include their written reply to these as a permanent part of the file. All communication in this file must be signed and dated by the originator.

b) Limited Access

Access to an employee's records shall be limited to the Staff Relations Officer or designated alternate, the employee and the Shop Steward. Others may be granted access to the records only by mutual agreement of the Employer, the Union, and the employee.

c) Personal Information Reporting

The Employer shall not give any personal information about an employee to anyone without the permission of the employee concerned.

2. Confidentiality

Where the Collective Agreement calls for confidentiality on the part of the Employer or the Union, the following shall apply:

- a) On the Part of the Employer - the Employer shall restrict the transfer of all information related to the matter to seated members of the Executive. If discussion is necessary in a meeting of the Executive, it shall be "in camera". If legal advice is necessary, the Staff Relations Officer or designated alternate will inform the Union of the reasons for such consultation, and will provide the name of the lawyer. It is understood that the Employer will impress upon such lawyer that the matter remain confidential.
- b) On the Part of the Union - the Union shall restrict the transfer of all information related to the matter to members of the Local. If consultation or legal advice is desired, a lawyer and/or representatives of the Canadian Union of Public Employees may be approached. It is understood that the Union will impress upon such people that the matter remain confidential.

ARTICLE 8 - UNION SECURITY

1. Union Shop

All employees at the date of signing this Agreement who are covered by the Certification shall be required to become or remain Union members as a condition of employment.

2. New Employees

As a condition of employment, employees who are hired after the date of signing this Agreement shall become Union members.

3. Notification of the Employer

The Employer shall provide the Union with all necessary information relating to the following matters for all employees of the Society on a current basis:

- a) A list of employees, showing their names, addresses and employment status and ranked according to seniority.
- b) The Employer shall notify the Union, in writing within five (5) working days of all job postings, hiring, transfers or resignations.
- c) The Employer shall notify the Union in writing within one (1) working day when any employee has been laid-off, discharged, suspended, or given a written warning.

4. Conflict of Interest

An employee may not be an elected student member of the Executive, but employees may become and maintain membership in the Douglas Students' Union. To be eligible to become an employee of the Student Society, an elected member of the Executive must first resign their elected position on the Executive.

5. No Contracting Out

The Employer shall not contract out bargaining unit work. Only employees hired according to the process specified in Article 35 (Hiring, Transfer and Recall), may perform bargaining unit work except when a person who is not an employee as defined in this Agreement has been requested to work on a volunteer and emergency basis by members of the Union or their representative.

ARTICLE 9 - CHECK OFF

1. Authorization

The Employer shall deduct from every employee any dues, initiation fees or assessments levied by the Union on its members. All employees on the date of hire shall be required to sign authorization for dues and assessment deduction. A copy of this authorization shall be forwarded to the Union.

2. Deduction of Dues

Dues shall be deducted from the first payroll of every month in accordance with Local Union bylaws. Dues shall be forwarded to the Secretary-Treasurer of the Local Union not later than the twelfth (12th) day of the month following, accompanied by a list of the names, addresses and classifications of all employees from whose wages the deductions have been made. A copy of this list shall be forwarded by the Employer to the National Headquarters of the Union. The Employer shall pay the Union interest at the rate of 2% per month or fraction of a month, for any delay other than those caused by Acts of God, labour dispute or lockout affecting the Society, and postal disruption in remitting the sums listed in this Article within the time period as specified in this Article.

3. Dues Receipt

At the same time as Income Tax (T4) slips are made available, the Employer shall type in the amount of Union dues paid by each employee in the previous year.

4. Notification

The Union agrees that it will advise the Employer of all present assessments and dues required by the Union, and of any changes which from time to time may arise in connection with such dues and/or assessments.

ARTICLE 10 - UNION ACTIVITY

1. Contacting at Work

The elected representatives of the Union shall have the right to contact employees at work on matters respecting this Collective Agreement and its administration. The Union agrees that there will be no undue disruption of work.

2. Leave for Union Functions

a) Paid Leave for Union Functions

Upon written notification to the Employer, an employee elected or appointed to represent the Union at conventions shall be granted leave of absence with pay and benefits. No undue disruption shall take place to the Society and its activities shall be carried out.

b) Unpaid Leave of Absence for Union Functions

A leave of absence without pay but without loss of benefits shall be allowed employees to attend executive and committee meetings of the Union, its affiliated or chartered bodies, and any labour organizations to which the Union is affiliated. No undue disruption shall take place to the Society and its activities shall be carried out.

c) The Union shall notify the Staff Relations Officer or designated alternate of the names of its delegates and alternates at least two (2) weeks before such leave begins, or such additional time allowing for proper transition of work to be performed.

3. Leave of Absence for Full-Time Union or Public Duties

a) The Employer recognizes the rights of an employee to participate in public affairs. Therefore, providing thirty (30) days notice and upon written request, the Employer shall allow leave of absence of up to six (6) months without pay but without loss of benefits so that the employee may be a candidate in Federal, Provincial or Municipal elections. Such leave may also be granted to an employee to become an election worker at the request of the Canadian Union of Public Employees.

b) An employee who is elected to public office shall be allowed leave of absence during their term of office for a period of up to two (2) years. The employee so elected shall give one month's notice. Seniority shall remain at its achieved level. The employee shall be allowed to continue with all of the benefit plans of this Agreement, and they shall pay the full premium of these plans. Further leave shall be granted by mutual consent. An employee returning from such leave shall be entitled to return to work.

- c) An employee who is elected or selected for a full-time position with the Union, or anybody with which the Union is affiliated, shall be granted leave of absence without pay for a period of up to two (2) years, subject to extension by mutual consent. The employee so elected shall give one month's notice. Seniority shall remain at its achieved level. The employee shall also be allowed to continue with all benefit plans, and they or the Union shall pay the full premiums of these plans. An employee returning from such leave shall be entitled to return to work.
- d) To be eligible for leave under paragraphs (b) and (c) of this section, an employee must have accumulated two (2) years seniority. Notice of intention to return, or to renew, shall be given by the employee at least sixty (60) calendar days in advance of expiry of leave.

4. No Loss of Pay

A Steward may investigate and process grievances during regular working hours, without loss of pay or benefits. The Union agrees that there shall be no undue disruption of work.

5. Services and Supplies

The Employer agrees to provide the Union with access to the print shop and with office supplies at cost, providing that there is no disruption of DSU use of equipment in carrying out the Employer's activities.

ARTICLE 11 - STEWARDS AND OTHER UNION REPRESENTATIVES

1. Recognition

The Employer recognizes the Stewards, the members of the Union's Grievance Committee, members of the Hiring Committee and any other committees established by the Union, and the Executive Staff Representative elected by the Union, and shall not discriminate against them for carrying out the duties proper to their positions.

2. Meeting the Employer

- a) When the Staff Relations Officer or designated alternate wishes to discuss dissatisfaction with the work of an employee, the employee shall be accompanied by a Steward or Union representative.
- b) When an employee wishes to discuss dissatisfaction with the work or performance of a representative of the Employer, e.g., Executive members, the employee shall inform the Steward for the attention of the Staff Relations Officer or designated alternate.

c) Where an in-camera session of the Executive involves disciplinary action against an employee, the Shop Steward or a Union representative shall have the right to address that session and answer questions on the matter, but shall not be present for the vote on the matter. The Union shall be given 24 hours notice of such a session.

3. No Loss of Pay

Union representatives shall be entitled to leave their work during working hours in order to carry out their functions under this Agreement, including the investigation and processing of grievances, attendance at meetings with the Employer, participation in negotiation, conciliation, mediation and arbitration. All time spent in performing these Union duties shall be considered time worked. The Union agrees that there shall be no undue disruption of work.

4. Notification by the Union

CUPE Local 2396 shall regularly notify the Employer, in writing, of the names of its local executive, Stewards and Grievance Committee members, and any other committees established by agreement between the Parties.

5. Times scheduled for negotiations by mutual consent that take place after 5:00 PM, Monday to Friday, or on weekends and office holidays, shall be without pay.

ARTICLE 12 - UNION MEETINGS

The Employer and the Union agree that the employees shall be allowed two (2) hours a month for Union meetings with no loss of pay to the employees. The time and day for this meeting may be scheduled by mutual agreement between the Shop Steward or Union representative and the Staff Relations officer or designated alternate. The Union agrees that the General Office shall be staffed during this meeting to provide for basic reception service.

ARTICLE 13 - UNION LABEL

1. In order that the Employer's general membership and the general public may be aware of the benefits of a unionized workforce, the Union label shall be displayed prominently at each of the locations of the Employer's operation.

2. The recognized Union label shall include the designation "CUPE" at the employees' option. This designation shall be placed on stenography typed by a member of the Union. This designation shall be placed below the signatory initials of the employee on typewritten correspondence of the Employer and it shall appear on all matter printed by a member of the Union.

3. The Union label may be displayed at any function of the Society at which it's employees are required to be in attendance or on materials prepared by its employees for exhibit.

4. The privilege of using the Union label shall be extended to the Employer as long as this Agreement remains in full force and effect and the Employer continues to comply with all of the terms and conditions of this Agreement.
5. Employees shall be entitled to wear Union pins or emblems and/or Steward badges while they are working.

ARTICLE 14 - UNION INFORMATION

1. **Copies of Agreement**

The Employer shall provide each new employee with an up-to-date copy of the Collective Agreement upon commencement of employment. The Employer shall provide each new member of the Executive with an up-to-date copy of the Collective Agreement within ten (10) days of the commencement of their term of office. The Employer shall provide all employees as of the signing of this Agreement with an up-to-date copy of the Agreement within a reasonable period of time after this Agreement has been signed by the Parties. The cost of preparing and producing a sufficient number of copies of the Agreement shall be borne by the Employer, and all work shall be performed by Union labour in a Union shop.

2. **Union Orientation**

The Employer agrees that a member of the Union's local executive or the Shop Steward shall be given an opportunity during regular working hours to interview each new employee within the first month of their employment for the purpose of acquainting the employee with the benefits and obligations of Union membership and their responsibilities and obligations to the Employer and the Union.

The Employer shall ensure that all newly elected members of the Employer's Executive shall be oriented to the provisions of the Collective Agreement and shall invite the Union Shop Steward to participate in such orientation to explain the Union's role and obligations in representing the employees of the Society.

3. **Prospective Employees**

When the Employer supplies information about potential employment in the bargaining unit it shall include a brief statement about the Union, prepared by the Union at the Union's expense.

ARTICLE 15 - BULLETIN BOARD

The Employer agrees to provide one Union bulletin board in a permanent and prominent location mutually acceptable to the Union and the Employer. The bulletin board shall be used by the Union to convey information to its members.

ARTICLE 16 - PICKET LINES

1. The Employer agrees that no employee shall be subject to discipline or dismissal for refusing to cross an established picket line or for refusal to handle goods for an employer where a strike or lockout is in effect.
2. Where an employee who is not reporting for work as the result of an established picket line they, shall be deemed to have applied for and been granted an unpaid leave of absence for the time involved.
3. The Employer agrees that it shall not request, require or direct members of the bargaining unit to perform work resulting from strikes that would have been carried out by those persons on strike.
4. In the event of a strike or picket line activities in dealing with the Society, the Union agrees to limit such activities to the Student Society.
5. Working Conditions Meeting:
 - a) In the event that the Employer and/or the Union receives notification
 1. that a trade union has established a picket line at any entrance of any campus of Douglas College, or on such a campus, or
 2. that an employer has served a lock out notice or a trade union has serve a strike notice which might, if acted upon, result in the establishment of such a picket line,

The Working Conditions Committee shall meet to determine the advisability of maintaining the operations of the Douglas Students' Union.
 - b) This meeting shall be convened within one working day of receiving such notification. The provisions of Article 5.04 (d) shall not apply.
6. The purpose of this Article is to promote a high level of cooperation between the Union and the Employer. Both parties recognize that labour/management disputes at the College have a capacity to produce difficult ethical and moral questions for all members of the College community. The Student Society recognizes the trade union principles that guide its staff and agree that it will make every reasonable effort to avoid situations requiring the staff perform work for members of the Student Society which would be in direct support of or opposition to either Party of a labour/management dispute at the College.

7. Political Action

No employee shall be disciplined for participation in action(s) called for or endorsed by the Canadian Labour Congress, its affiliates or subordinate bodies, or any other labour body. Such employees shall be deemed to have applied for a leave of absence without pay for the duration of such political action(s).

ARTICLE 17 - STAFF MEETINGS

It is understood and agreed that due to the informal working relationships in the offices of the Employer, the current practice of informal staff meetings meets the requirements of this Article.

1. Staff Meetings

The Employer will, upon request from the staff, authorize employees to arrange meetings of employees to discuss the programs and activities of the Society. Such meetings are paid time and shall not be unreasonably withheld. Unless otherwise mutually agreed, such meetings shall not amount to more than two (2) hours per week, and shall not occur in the week of the Union Meeting (Article 12).

2. Staff Workshop

The Employer will authorize Permanent and Replacement employees to take one day per year as a staff workshop, as paid time.

ARTICLE 18 - HEALTH, SAFETY AND ENVIRONMENT

Preamble

The Employer acknowledges its responsibility to make all reasonable and proper provisions for the maintenance of high standards of health and safety in the workplace, including a properly heated, ventilated and lighted working environment that is as free as possible of pollution.

1. Health and Safety Committee

a) A Health and Safety Committee shall be established at the call of either party and it shall consist of one representative of the Union and one representative from the Employer's Labour Committee or its designate. The Employer and Union agree that wherever a term or condition of this Article can be fulfilled through participation in the Douglas College Joint Health and Safety Committee or such other resources that Douglas College is prepared to make available, such participation or use of resources shall take place.

b) Function

The function of the Health and Safety Committee shall be to jointly consider, monitor, inspect, investigate and/or review health and safety conditions and practices. Upon the recommendation of this committee, the Employer shall provide and maintain the appropriate monitoring equipment for detecting and recording potential and/or actual health or safety hazards in the workplace.

c) Access to the Workplace

Union staff or Union Health and Safety advisors or consultants shall be provided access to the workplace, if required, to attend Health and Safety Committee meetings or for inspecting, investigating or monitoring the workplace, at the request of the Union. Each Party agrees to advise the other of any real or potential health or safety problems it is investigating. It is understood that the Employer can exercise the same right of access to Health and Safety advisors and/or consultants.

d) Failure to Agree

Should the members of the Health and Safety Committee be unable to reach an agreement on any matter, it shall become subject to collective bargaining between the Employer's Labour Committee and the Union's Grievance Committee. If the Labour and Grievance Committees are unable to resolve the dispute, it may be submitted to arbitration by either party.

e) Failure to Implement

The Employer's failure to implement a recommendation of the Health and Safety Committee shall be a violation of this Agreement and therefore subject to the Grievance Procedure.

f) The Employer agrees to adopt policies and practices which seek to protect the global environment including the maintenance of a recycling program and limiting the use of environmentally hazardous products.

2. Pay & Time Off Provisions

a) Health & Safety Committee Pay Provisions: Time spent by the Union representative on the Health & Safety Committee in the course of their duties shall be considered as time worked and shall be paid for in accordance with the terms of this Agreement.

b) Health & Safety Training: The Union representative to the Health & Safety Committee shall be entitled to Educational Leave to attend seminars, workshops, and/or training sessions sponsored by the Union or a government agency or department for instruction and/or upgrading on health and safety matters. Such leave shall be granted by mutual agreement.

3. Proper Training

Any employee required to work on a job and/or operate any piece of equipment shall receive proper training and instruction at the expense of the Employer to ensure health and safety of the employee and/or the safe operation of the equipment. The Employer shall grant, upon written request of an employee, Health and Safety Leave for training and instruction, not available by on- the-job training, to further ensure the health and safety of the employee and the safe operation of equipment. Such training and instruction shall take place within a reasonable period of time without reduction of hours of work or rates of pay.

4. Rights of Employees

a) Right to Refuse and No Disciplinary Action

No employee shall be discharged, penalized or disciplined for refusing to work on a job or in any workplace or to operate any equipment where they have grounds to believe that it would be physically unsafe or unhealthy to do so, or where it would be contrary to the applicable federal, provincial or municipal health and safety legislation or regulations, or where such work would result in the pollution of the environment. There shall be no loss of pay or seniority during the period of refusal. No employee shall be ordered or permitted to work on a job or operate a piece of equipment where another worker has refused until the matter has been investigated by the Health and Safety Committee and the matter has been satisfactorily resolved.

b) Injury Pay Provisions

An employee who is injured in the execution of their duties and is required to leave for treatment or is sent home as a result of injury shall receive payment for the remainder of their work day at their regular rate of pay without reduction of sick leave. Upon return to work, an employee shall receive their regular pay and benefits for time spent for further medical treatment of the injury, during regularly scheduled working hours, subsequent to the day of the accident.

Compensable Injury

An employee who has incurred a compensable injury shall have pay and benefits maintained until the Workers' Compensation Board benefits come into effect.

Non-Compensable Injury

An employee who has incurred a non-compensable injury shall be entitled to sick leave and benefits.

c) Transportation of Accident Victims

Transportation to the nearest physician or hospital for employees requiring emergency medical care as a result of an accident, in the performance of their duties, shall be at the expense of the Employer.

5. Responsibilities of the Employer

a) Safety and Health Records, Reports and Data

The Employer shall provide the Union with copies of all accident reports and other health and safety records in the possession of the Employer.

b) Protective Equipment

The Employer agrees, where the nature of the work or working conditions so require, to supply the employee(s) at the Employer's expense, with all necessary tools, protective clothing, safety equipment and other protective devices, which shall be maintained and replaced, where necessary, at the Employer's expense.

c) First Aid Equipment

The Employer shall provide and/or maintain such first aid equipment as required by the Workers' Compensation Board or as specified by the Health and Safety Committee. The location of such equipment shall be made known to each employee. Wherever practical, first aid equipment shall be located and marked so as to be visible to the general public.

6. Workers' Compensation and Liability Insurance

The Employer shall provide and/or maintain Workers' Compensation and liability insurance, and the Employer shall comply with all applicable federal, provincial and municipal health and safety regulations and legislation.

a) An employee who is prevented from performing their regular work with the Employer on account of an occupational accident or illness which is covered by Workers' Compensation shall receive from the Employer the difference, if any, between the amount received from the Workers' Compensation Board and their regular rate of pay. Pending the acceptance of the insurable claim, the employee shall continue to receive the full pay and benefits of this Agreement. In order to receive this 'top-up', the employee shall assign their Compensation cheque to the Employer. In return, the Employer shall indicate the amount received from the Compensation Board on the employee's Income Tax (T4) form.

b) An employee receiving payment for compensable injury under Workers' Compensation shall accumulate seniority and shall be entitled to all benefits under this Agreement. While on Workers' Compensation, the Employer shall continue to pay all premiums for the employee for all benefit plans including the savings plan.

c) If the laws and regulations pertaining to taxation of benefits under this Article change, this Article may be reopened upon request of either party.

- d) When an employee receiving Workers' Compensation Board benefits is medically and emotionally fit to return to work, a meeting of the Working Conditions Committee shall be held to determine appropriate duties and hours. No agreement shall be made which jeopardizes benefits payable, or the health of the employee.
- e) An employee who is no longer deemed to have a compensable injury shall be placed in their former or equivalent position.

7. Health and Safety Grievances

Nothing in this Article shall preclude an employee, group of employees or the Union from filing an individual or group grievance under this Agreement for violation of this Article. Where the grievance involves a question of the general application or interpretation of this Article, steps #1 and #2 of this grievance procedure may be bypassed at the discretion of either party.

8. Computer Use

a) Standards

The minimum computer health and safety standards shall be those established by the College.

b) Eye Examinations

An employee who normally works with a display terminal shall have an eye examination upon employment and yearly thereafter, paid for by the Employer. The Union shall be provided with a copy of the results. Either party may, at its own expense, require a different doctor to perform a second examination. In all cases, the choice of doctor shall be determined by mutual agreement between the Employer and the Union. The Employer agrees to pay for corrective actions when, in the opinion of the doctor(s), such actions are necessary to correct or prevent damage caused in full or in part, by the employee's use, at work, of a display terminal.

c) Alternate Work Assignment

Employees working with computer systems shall have a ten (10) minute period of alternate work from terminal use during every hour worked in front of a screen.

ARTICLE 19 - TECHNOLOGICAL AND OTHER CHANGES

The purpose of the following provisions is to preserve job security and stabilize employment and to protect employees from loss of employment.

1. Definition of Displacement

Any employee shall be considered displaced by technological change when their services shall no longer be required in the same capacity or for the same number of hours as a result of a change in a process or method of operation, or a change in office procedures or equipment diminishing the total number of employees required to operate the department in which they are employed.

2. Notice

Before such changes come into effect, the Employer will provide the Union with at least four months' notice of intention to introduce automation, equipment or procedures which might result in hours of work or changes in job classification. Such notice shall be in writing and include all of the following:

- a) The nature of the proposed change.
- b) The date upon which the Employer proposes to effect the change(s).
- c) The employees who are likely to be affected by the change.
- d) The effect that the change is expected to have on working conditions and terms of employment.
- e) All other pertinent data relating to the anticipated effects on the employees.

3. In the event that an employee is displaced by technological, automation, or other changes, the following measures shall be taken:

- a) An employee who is rendered redundant or displaced from their job as a result of such changes shall have an opportunity to fill any vacancy for which they have seniority and which they are able to perform after being given a reasonable training period to acquire the necessary knowledge or skills, at the expense of the Employer. If there is no vacancy, the employee shall have the right to displace an employee with less seniority provided they are able to perform the job after being given a reasonable training period to acquire the necessary knowledge or skill, at the expense of the Employer.
- b) Where new or greater skills are required than are already possessed by the affected employee(s), such employee(s) shall, at the expense of the Employer, be given a reasonable period of time without reduction of hours of work, or rates of pay, during which they may acquire the necessary skills required by such technological change.
- c) No additional employee shall be hired by the Employer until employees affected by technological change or employees on layoff have been notified of the proposed technological change and are allowed a reasonable training period to acquire the necessary knowledge and skill to retain their employment.

- d) Technological change shall be introduced by the Employer only after the Union and the Employer have reached agreement regarding the measures to be taken by the Employer to protect the employees from any adverse effects. If the Union and the Employer fail to agree upon such measures, the matter may be referred by either Party to arbitration for the purpose of determining such matters and the technological change shall not be introduced by the Employer until such determination is made, and then only in accordance therewith.

ARTICLE 20 - TRANSPORTATION AND PARKING

1. Transportation

a) Work after 9:00 p.m.

When an employee is required to work after 9 p.m., the Employer is required to pay for taxi fare for the employee.

b) Work Off Campus

Any employee required to attend meetings off campus, or otherwise work away from their usual workplace, shall receive travel expenses.

c) Automobile Allowance

Any employee required to use their own vehicle on the Employer's business shall be paid at the Canada Revenue Agency non-taxable rate per kilometre, with a minimum of \$2.00 per trip, or the cost of transit fare at the employee's option.

d) Allowance Adjustment

The Society agrees to increase the automobile allowance on January 1 of each year, beginning in 2011. This increase shall be in accordance with the Canada Customs and Revenue Agency Regulation to maintain the maximum non-taxable rate per kilometre.

e) Society Business

The Union agrees that the automobile allowance shall only be paid for actual kilometres driven on behalf of the Employer.

2. Parking

Each employee shall be entitled to receive a parking pass and if no parking is available, the Employer shall pay the cost of off-campus parking. The cost of off-campus parking shall not exceed the rate of the nearest private New Westminster parking lot.

ARTICLE 21 - STAFF ROOM

The Employer agrees to provide staff room amenities including, but not limited to, a refrigerator, microwave, dishwasher, food storage and preparation space, lounge chairs, a table and chairs, and other small kitchen appliances, all in good working order, for use by employees working in the Students' Union Building and their guests. The Parties agree that the Employer is not in a position to provide the aforementioned amenities at the Coquitlam campus due to current space allocation by Douglas College, and further agree to provide as many of these amenities where and when it is possible to do so.

ARTICLE 22 - OFFICE HOLIDAYS

1. Definition

An Office Holiday is a day of time off with pay for all employees.

2. Recognized Holidays

a) The Employer recognizes the following statutory holidays as Office Holidays:

Family Day	Good Friday
Easter Monday	Victoria Day
Canada Day	BC Day
Labour Day	Day of Truth and Reconciliation
Thanksgiving Day	Remembrance Day
Christmas Day	Boxing Day
New Year's Day	

b) The Employer agrees to recognize any additional holidays declared by the Government of Canada or the Government of British Columbia, or designated by the College or the Douglas Students' Union.

c) The parties recognize the multicultural aspect of our society and as such, recognize the religious holidays of any religion that is actively practiced by an employee. To that end, the Union and the Employer shall mutually agree which days shall be recognized as office holidays for such employees.

3. Seasonal Closure

a) It is agreed by both parties that the normally scheduled workdays commencing December 22 and concluding the day prior to the first day of classes of the following Douglas College Winter semester shall be deemed Office Holidays. This period shall be inclusive of the statutory holidays Christmas Day, Boxing Day and New Year's Day. During this period the offices of the Students' Union will normally be closed and all employees shall receive paid time off for the entire period of the seasonal closure.

- b) When any of these Christmas office holidays, with the exception of December 24, Christmas Day, Boxing Day, and New Year's Day, falls on an employee's scheduled day off, there shall be no provision for rescheduling time off.

4. Other Holidays

- a) For each other holiday, one weekday shall be designated an Office Holiday. Normally, this would be:

- 1. on the holiday, if it falls on a weekday; or
- 2. on an adjacent weekday, if it falls on a weekend; and 3. when the College observes it if it does so.

- b) However, if the Union feels that such a scheduling would disrupt the provision of services in an unusual manner, it may designate an alternate day to be an Office Holiday.

- c) When any of these Office Holidays falls on an employee's schedule day off, they have the option to receive holiday pay or to take equivalent paid time off.

Time off must be taken within thirty (30) working days of the Office Holiday. The employee may determine when to take the time off, subject to the approval of the Staff Relations Officer or designated alternate. Such approval shall not be unreasonably withheld.

5. Work on Office Holidays

No employee shall be required to work on an office holiday. It is agreed that the Union and the Society shall make arrangements to have coverage for the general office during the Christmas Shutdown. All time worked shall be paid for at straight time.

6. Official College Closure

Should the College, or an area of the College, be officially closed temporarily due to environmental conditions utility disruptions Acts of God or other reasons beyond the control of the employees covered by the Agreement, each normal workday during such a closure shall be an Office Holiday.

7. Flex Time Off

Employees shall be entitled to four (4) days of paid time off per year to be taken at the discretion of the employee provided five (5) working days notice to the Employer. Employees shall not take more than two (2) flex days off within a seven (7) calendar day period and may not use the Flex Time Off in association with vacation time. Flex time off may not be carried over at the close of the calendar year.

ARTICLE 23 - VACATIONS

1. Calendar Year

The calendar year shall mean the twelve month period from January 1 to December 31 inclusive.

2. Regular Employees Vacation Entitlement

Regular employees shall be entitled to an annual vacation with pay on the following basis:

a) First Calendar Year of Employment

1. During their first calendar year of service, an employee shall receive one and one-quarter (1-1/4) working days vacation for each month worked, with the right to take days as they are accumulated.
2. A probationary employee wishing to take vacation time must have the Shop Steward forward the request to the Staff Relations Officer or designated alternate for prior approval.

b) Subsequent Calendar Years of Employment

<u>Year of Service</u>	<u>Vacation Entitlement</u>
2nd	3 weeks
3rd	3 weeks
4th	4 weeks
5th	4 weeks
6th	5 weeks
7th	5 weeks
8th	6 weeks
9 th	6 weeks
10 th (and thereafter)	7 weeks

This vacation time may be used at any time within the calendar year.

c) Vacation Entitlement Carryover

At the end of each calendar year an employee may carryover up to four (4) weeks of unused vacation time to the next calendar year. This vacation time may be used at any time within the next calendar year.

3. Split Vacations

An employee may take holidays in broken periods with the approval of the Employer. No reasonable request shall be denied.

4. Mandatory Vacation

Starting with the second year of employment, an employee must take two weeks vacation time off, or one-half their vacation time owing, whichever is less.

5. Termination

If an employee is terminated, or if an employee terminates employment, their vacation entitlement shall be prorated to the actual time worked in that employment year. If the employee has exceeded this prorated allotment, the difference shall be deducted from the final pay cheques prior to termination.

6. Notice of Vacation

The Employer shall require three (3) weeks' notice of vacation of up to three weeks in length and shall require five (5) weeks' notice of vacations of more than three (3) weeks in length.

7. Conflict in Vacation Scheduling

Vacations shall be scheduled on the basis of seniority where there is a conflict of scheduling between employees.

8. Paycheques

An employee may, upon giving five (5) calendar days prior notice, receive on the last working day preceding commencement of their vacation, any cheques that would normally fall due during the period of their vacation.

9. Compensation for Holidays Falling Within Vacations

An employee shall be granted an additional day's vacation with pay for any Office Holiday that is observed during their vacation.

10. Approved Sick Leave During Vacation

Where an employee becomes ill or suffers an accident while on paid vacation, they shall be entitled to draw on accumulated sick leave for the duration of the illness or disability without loss of vacation time. Such illness or disability must be certified by a medical practitioner.

11. Work During Scheduled Vacation

a) The Working Conditions Committee may request an employee to work during their scheduled vacation time.

b) If the employee agrees, then for the work done during the former vacation period, the employee shall be paid at straight time, and in addition may choose

1. to reschedule the time off; or

2. to receive the equivalent in time off pay.

If the employee chooses to reschedule, they may determine when to take the time off, subject to the approval of the Staff Relations Officer or designated alternate. Such approval shall not be unreasonably withheld.

- c) Requests of the Working Conditions Committee under this section shall be limited to a total of two weeks per year per employee.

12. Cash Equivalent

Following two years of employment, an employee may be granted the cash equivalent of no more than 33% of their annual vacation entitlement, or two (2) weeks, whichever is less. A request for cash equivalent shall be made by the employee. The Employer may not require an employee to take cash equivalent in lieu of a vacation entitlement.

ARTICLE 24 - SPECIAL LEAVE

The Employer agrees that leave as outlined below will be granted with pay to Permanent and Replacement employees, unless otherwise specified herein. If an employee is on vacation or leave and becomes eligible for special leave as outlined in this Article, they shall be granted such leave and shall be credited with the appropriate number of vacation credits, and this will not be charged to other accrued time off. Such leave shall be by mutual consent of the Staff Relations Officer or designated alternate and the Shop Steward.

1. Requests

Request for Special Leave shall be submitted to the Staff Relations Officer or designated alternate a minimum of one (1) week before such leave shall be taken except where extenuating circumstances do not permit. Extenuating circumstances shall include but not be limited to domestic crisis, illness in the family, and compassionate leave.

2. Court Duty

(as a juror or witness) Such leave shall be granted for the actual time an employee is required to be in attendance at court plus a reasonable amount of travelling time. If the employee receives remuneration for Court Duty, such remuneration shall be turned over to the Employer.

3. Leave for Court Appearance or Incarceration

a) Not Related to Employment

In the event that an employee is accused of an offence that requires a court appearance, they shall be entitled to a leave of absence without pay but without loss of seniority or benefits. In the event that the employee is jailed awaiting a court appearance, they shall be entitled to an automatic leave without pay but without loss of seniority or benefits. If the employee is found guilty and sentenced, they shall receive a leave of absence without pay, seniority, or benefits for the period of incarceration. If the period of incarceration exceeds one (1) year, they shall be placed on the recall list upon release.

It is understood that the intent of this paragraph is to provide leave where required by an employee, not to condone criminal acts. This paragraph does not affect the Employer's right to discipline for just cause under Article 39, for reasons other than absence from work due to incarceration.

b) Related to Employment

In the event that an employee is accused of an offence and/or is incarcerated for actions on behalf of the Society, they shall be entitled to a leave of absence with full pay and benefits and without loss of seniority for court appearances and/or the period of incarceration.

c) Criminal Act

This article does not limit the Employer's right to discipline or dismiss an employee convicted of a criminal act taken on their own initiative. The Employer shall limit action against an employee convicted of a crime as a result of civil disobedience or an act of conscience.

4. Domestic Crisis and Illness in the Family

Such leave shall be granted to a maximum of five (5) days per occurrence, and to a maximum of ten (10) days per year. Additional paid leave under this clause shall be granted upon the mutual agreement of the Union and the Employer.

5. Compassionate Leave

a) In the case of bereavement in the family, an employee shall be entitled to a special leave to a maximum of five (5) days to and including the day of the funeral. Where the burial takes place outside the Lower Mainland, such leave shall include reasonable travel time.

b) Leave of absence not normally exceeding one day, with pay, will be granted to attend a funeral for someone other than a family member, upon notification to the Employer.

c) The employee shall notify the Employer prior to taking compassionate leave.

6. Mourner's Leave

Where the family of a deceased employee requests pall bearers from the Union, such leave shall be granted, if required, for a number of employees arrived at by mutual agreement.

7. Temporary Employees

All temporary employees shall be eligible for Special Leave without pay. It is understood that every reasonable attempt will be made to reschedule lost time resulting from such leave.

8. **Family Defined**

Family is defined for the purposes of this Article as follows:

parent	spouse (including common law)
brother	sister
in-laws	child
grandchild	grandparent
fiancé	guardians (including former)
ward	same sex partner

or any person with whom the employee shares the same domicile and/or an intimate relationship, close friends, or for whom the employee is required to administer bereavement responsibilities.

ARTICLE 25 - EMPLOYEE EDUCATION AND DEVELOPMENT LEAVE

1. The following shall apply to all educational leave:

- a) Whenever the Employer becomes aware of a potential opportunity for educational leave for any member of the bargaining unit, the Employer will make a reasonable effort to inform the member(s) of the bargaining unit through the Shop Steward.
- b) All requests for educational leave shall be made in writing and shall be forwarded to the Staff Relations Officer or designated alternate by the Shop Steward. All such requests shall contain a statement of the anticipated benefits that the employee(s) expect to receive as a result of the leave. The Employer shall not grant a request for educational leave unless the request has been forwarded by the Shop Steward.
- c) The Employer and the Union shall determine, through a Working Conditions meeting, whether an educational program is beneficial to both the Employer and the employee. Such programs shall include, but not be limited to:
 1. health and safety programs;
 2. the conferences and general meetings of national, regional and provincial student organizations;
 3. the conferences and general meetings of organizations concerned with the policy, economics, social organization or practice of education;
 4. courses, conferences, and meetings relevant to the Student Society and its services.
- d) If a request for educational leave is not approved, the Employer shall, within forty-eight (48) hours of this decision, forward a written statement of the reason(s) that the leave is being withheld to the Shop Steward and to the employee(s) requesting the leave.

2. Job Development and Training

If an employee wishes to attend a course, seminar or other educational program that is beneficial to the Employer and the employee involved:

- a) The Employer shall grant leave with pay to attend the course and write examinations in it.
- b) The Employer shall pay the employee's tuition fees for the course.
- c) The Employer shall authorize the employee to discuss the program or course with other employees at meetings scheduled during working hours.
- d) And, where such programs or courses are related to the performance of job duties at the workplace, the Employer will establish a collection of related written or visual materials, as agreed upon by the Employer and the Union.

3. Personal Development

If a regular employee wishes to take, at any accredited institution, a course that is not related to their work. The Employer shall grant leave without pay for up to five hours per week to attend the course and write examinations in it. The employee shall have the option to reschedule the time spent in class as paid time.

4. Examinations

An employee shall be entitled to leave of absence with pay to write examinations to upgrade their work employment qualifications.

ARTICLE 26 - SICK LEAVE AND EXTENDED SICK LEAVE

1. Sick Leave

a) Definition

"Sick leave" is defined as an absence from work because of sickness, disability, quarantine, rehabilitation, accidents for which Workers' Compensation is not payable under the Workers' Compensation Act, or medical treatment necessitated by any of the above. Such leave shall be granted with full pay.

b) Regular Employees

1. Upon commencement of employment, or upon return to work from a leave of absence without pay or extended parenting leave, regular employees shall receive sick leave credits totaling 2 days for each month of their work incomplete calendar year of employment, prorated for part-time employees.
2. For each subsequent full calendar year of employment, regular employees shall receive sick leave credits totaling twenty-four (24) days, prorated for part-time employees.

- i) The formula for prorating of benefits for part time regular employees is as follows:

$$\frac{(\text{Scheduled hours per week}) \times \text{full time entitlement}}{(\text{Full time hours} = 40 \text{ hours})} = \text{part time entitlement}$$

3. At the end of each calendar year, fifty percent of the employee's unused credits or fifty percent of the employee's annual allotment, whichever is less, shall be carried forward. All sick leave to accumulate to a maximum of 125 days.

c) Student Employees

1. Student Employees are entitled to 5 paid sick days per year. Student employees must have worked a minimum of 90 days to be eligible for paid sick days. Sick pay is calculated based on last 30 days worked.

d) Temporary Employees

Each Temporary employee upon commencement of employment shall receive sick leave credits totaling up to 15 hours per semester, pro-rated according to when the Temporary Employee is hired in the semester. Half of the unused time may be carried over to the following semester. Sick leave allotments will not accumulate while on a (planned) Leave of Absence Without Pay.

e) Attendance Incentive

An attendance incentive for regular employees shall be applied as follows: No absences due to sickness in a school year will entitle the employee to five days off with pay, or the cash equivalent.

Student employees missing no time due to sickness or absence without leave in a school year shall receive one shift off with pay, or the equivalent amount paid on their cheque.

2. Extended Sick Leave

a) Definition

An employee shall be deemed to have applied for and been granted extended sick leave after they have been absent on sick leave for ten or more consecutive office working days. Such leave shall be without pay

- b) In the case of such lengthy illness, the employee shall apply for sick leave benefit as provided under the Employment Insurance Act.

c) Back-to-Work Bonus

An employee on extended sick leave shall, upon return to work, be paid an amount equal to the difference between EI benefits and their normal wage for the duration of the leave, up to the following limits:

<u>Length of Service</u>	<u>Bonus Limit</u>
more than 3 months but less than 1 year	4 weeks
more than 1 year	13 weeks

3. The Employer may require a medical certificate for continuous absences of three (3) days or more. The Employer shall pay the cost of obtaining the medical certificate.

4. Sick Leave Records

Employees shall have access to their sick leave credit records. Upon commencement of employment of a Regular employee, and immediately after the beginning of each calendar year thereafter, the Employer shall inform the employee, in writing, of the sick leave credits to which they are entitled.

5. Dental and Medical Appointments

Regular full-time, part-time, shall be entitled to attend medical and dental appointments, including appointments with health practitioners.

6. No Loss or Severance

No employee shall be severed or lose benefits because of illness. Seniority and vacation entitlements shall continue to accrue during sick leave or extended sick leave. Medical and dental plans, savings plan entitlements and child care benefits will be maintained.

ARTICLE 27 - PARENTING AND EXTENDED PARENTING LEAVES

1. Parenting Leave

a) This section applies to leave for the birth or legal adoption of a regular employee's child, whether the employee is the mother or father.

b) Paternity Leave

In case of the birth of an employee's child, he shall be entitled to four (4) weeks paternity leave with pay, provided he is not receiving Employment Insurance benefits.

c) Pregnancy and Parental Leave

1. If the employee is eligible for EI pregnancy or parental benefits, they shall be entitled to leave without pay for the duration of the EI benefits period. Upon return to work, they shall receive a bonus equal to the difference between EI benefits and their regular wage for the duration of the leave.

2. If the employee is ineligible for EI pregnancy or parental benefits by reason only of their recent work schedule, and has worked for the Employer for more than one year, they shall be entitled to leave with reduced pay for time equivalent to the EI benefits period. They shall receive, for the duration of the leave, pay equivalent to EI benefits.

3. In any other case, they shall be entitled to four (4) weeks leave with pay.

d) The employee shall be reinstated in their former position, with the option of temporarily reduced hours, at the employee's request through the Working Conditions Committee process.

e) No employee shall be severed or lose benefits because of parenting leave. Seniority, vacation entitlements and sick leave credits shall continue to accrue. Medical and dental plans, savings plan entitlements and child care benefits will be maintained.

2. Extended Parenting Leave

a) Definition

Upon written request to the Staff Relations Officer or designated alternate, an employee on parenting leave shall be granted up to twelve months extended parenting leave. Such leave shall be without pay.

b) Medical and dental plans, savings plan entitlements, and childcare benefits will be maintained. Seniority shall continue to accrue. However, sick leave credits and vacation entitlements shall not continue to accrue.

c) Upon return to work, they shall receive any back-to-work bonus they have earned under section 27.01, and shall be reinstated in their former position, or an equivalent position, with the sick leave credits and vacation entitlements they have earned prior to the leave.

ARTICLE 28 - LEAVE OF ABSENCE WITHOUT PAY

1. Any employee may apply for and receive a leave of absence without pay for personal reasons other than illness. They must give at least one month's notice.

2. The Employer shall make every effort to comply with an employee's request for such leave. The response of the Employer shall be given in writing: if refused, the reasons for refusal must be stated.

3. Continuation of Benefits

Such leave shall not affect any parenting entitlements, sick leave credits, vacation and savings plan entitlements, or seniority that has accumulated before the leave. However, vacation entitlements, sick leave credits and seniority shall not accumulate during such leave. Medical, dental and other insurance coverage under this agreement shall continue if the employee pays the full premium for such coverage.

ARTICLE 29 - RETURN TO WORK

Except as where otherwise specified in this Agreement, an employee on a leave of absence of ninety (90) days or more shall give one month's notice of their intention to return to work or they shall be deemed to have applied for a one month extension of their leave of absence.

ARTICLE 30 - CHILD CARE BENEFITS

1. Childcare Costs

The Employer shall pay seventy-five percent (75%) of all regular full-time employees' childcare costs. Regular part-time employees shall receive an equivalent allowance on a pro-rated basis. Parents of the child in care, as well as hired childcare workers, shall be considered as workers eligible for such payments. Childcare charges eligible for subsidy shall be no greater than the current Douglas College-day care rates for equivalent care.

2. Duty Shifts

Regular employees who have children enrolled in parent-participation day care centres shall be allowed up to one-half day off with pay per month for duty shifts.

3. Substitute Care

The Employer shall reimburse an amount of up to \$4.00 an hour for an employee who is a parent who incurs a cost for substitute care when required to work outside of their regular work day as defined in Article 41.

4. Application for reimbursement under this section shall include the receipt for childcare charges.

ARTICLE 31 - BENEFITS

1. The Employer shall provide the following coverage (Appendix 2) to regular employees and dependents, where applicable,
 - a) Basic Medical Care (BC Medical Plan)
 - b) Extended Health Care (see Schedule for coverage)
 - c) Dental Care

- d) Group Life Insurance
- e) Long Term Disability
- f) Accidental Death and Dismemberment and Specific Loss Insurance

2. The Employer shall pay for the full cost of the premiums for the benefits listed under Article 31.1.

3. No Changes

No changes shall be made to existing coverage except by mutual agreement.

4. Absences

If an employee is absent because of illness, accident, parenting, layoff or disability, the Employer shall contribute to the above plans for up to one year.

5. Cellular Telephone

The Employer shall provide a cell phone allowance of up to \$100 per month to all regular employees.

Payment shall occur upon the presentation of monthly invoices.

ARTICLE 32 - RRSP IN LIEU OF PENSION

1. The Employer shall make an RRSP contribution in the amount of seven (7%) percent of each regular employee's gross biweekly salary provided that each respective employee make a matching contribution equal to six (6%) percent of that employee's gross biweekly salary.

- a) The Employer also agrees to administer this benefit on annual a quarterly basis by deducting the employee's contribution from their paycheque as requested and issuing a matched fund cheque to the employee annually every three months.

2. Severance

After ten (10) years of service, an employee shall receive one (1) week of pay per year of service to a maximum of twenty-six (26) weeks upon retirement.

ARTICLE 33 - SENIORITY

1. Definition

Seniority is defined as the length of continuous employment with the Employer, calculated from the date of hiring, including time spent on the recall list, or certain types of leave as outlined below.

2. Use

Seniority shall be used in determining preference for such decisions as transfer, layoff, recall, vacation scheduling, semester time off, allocation of unscheduled hours, etc.

3. Seniority Lists

a) Student employees shall have their own seniority list maintained by the Union based on the student's date of hire. The seniority list will be posted annually in conjunction with the regular employee's seniority list.

b) Whenever blocks of employees are hired on the same day, their seniority shall be determined by random draw of numbers held in their presence.

4. Accrual of Seniority

Seniority shall continue to accrue for any employees on the following types of leave:

- 18.04 - leave for a compensable injury
- 24 - special leave (except as noted in section 5 below)
- 25 - educational leave
- 23 - vacation
- 26 - sick leave and extended sick leave
- 27 - parenting leave and extended parenting leave

5. Maintenance of Seniority

Seniority shall remain at its achieved level for employees on the following types of leave:

- 10.03 - leave to hold public office or Union position
- 25.03 - leave for incarceration for actions not taken on behalf of the Society
- 29 - leave without pay (including that for Student Employees)

6. Loss of Seniority

An employee shall lose seniority only when:

- a) voluntarily terminated;
- b) discharged and not reinstated under the terms of section 39.03;
- c) laid off and not recalled as per Article 36.2

ARTICLE 34 - CREATING NEW POSITIONS

1. The Employer shall not employ temporary employees if the effect would be to reduce or limit the number of regular employees; or if the effect would be to reduce or limit the number of hours of work available to regular employees.

2. No new positions shall be created which change the self-supervisory and cooperative nature of the workplace.

3. Hours per week for the following regular positions are as follows:

Accounting and Finance Coordinator	35
Executive Director	35
Organizer-Advocacy	35
Organizer-Campus Life	35
Organizer-Communications	35
Service Coordinator	35
Organizer – Campaigns	35

Other hours per week will be determined by mutual agreement between the Employer and the Union.

4. The Employer agrees to draw up job descriptions for all positions and classifications for which the Union is Bargaining Agent. These descriptions shall be presented to the Union and shall become the recognized job descriptions unless the Union presents written objection. If the parties are unable to agree on the job description, such dispute shall be submitted to grievance and arbitration. Classifications and job descriptions so established shall not be eliminated without prior written notification to the Union. All job descriptions shall be attached to the Collective Agreement.

ARTICLE 35 - HIRING, TRANSFER AND RECALL

The Employer acknowledges the participation of the members and employees of the DSU in the organisational decision-making structure. All notices advertising employment with DSU shall state that: "The Douglas Students' Union is an equal opportunity employer".

1. New employees having the required qualification shall be hired by the Employer, or it's designate, upon receipt of a recommendation of a Hiring Committee. The Employer and the Union shall be represented equally on this committee, and each shall have one-half (1/2) of its total votes. The Hiring Committee shall be composed of four (4) persons, two (2) from each party to this agreement.

2. Conflict of Interest

No representative may continue to sit on a Hiring Committee when a family member, as defined in Article 24, has submitted an application. In such a case, another representative shall be substituted for the original representative. Hiring Committee members shall be obliged to declare any other potential conflict of interest to the committee when they become aware of it, for discussion and resolution within the committee.

3. Right to Transfer and Recall

- a) All Regular employees having the required qualifications, have the right to transfer to a vacant regular position.
- b) All Regular employees on the recall list having the required qualifications, have the right to recall to a vacant regular position.

4. a) Adequate Orientation

When transferred or recalled to a new position, an employee will be on a ninety (90) day orientation period at the Employer's expense to acquire the necessary knowledge and skills for the position. If the employee finds the position unsatisfactory, or, as determined by the Hiring Committee for the position, is unable to meet the requirements of the position, they will return to their former position, or place on the recall list.

- b) An adequate orientation period of two scheduled weeks is required for all new employees.

5. Regular Positions

- a) In order to improve the hiring process the Employer and the Union shall, within six (6) months of signing the Collective Agreement, draft internal employment notices for all Permanent positions. Such notices shall contain a statement of duties and responsibilities, classification, desired qualifications and period of employment. Job descriptions agreed to by the Union and the Employer will also be drafted for each position to be attached to the job notice when posted.
- b) Internal employment notices will be kept on file with the Employer and the Union. When it becomes known that position of employment is or will be open, the Staff Relations Officer or designate will immediately post the internal employment notice on the Union bulletin board and send a copy to the shop steward. Concurrently, the Hiring committee shall send copies of the employment notice to all employees on the regular employees recall list, and all regular employees on leave.
- c) Any employee who wishes to transfer or recall to the vacant position shall indicate so, in writing, to the Hiring Committee within ten (10) working days of the first posting.

d) By Seniority

If the Hiring Committee receives more than one application for transfer or recall, preference shall be given to the applicant with the greatest seniority, and having the required qualifications.

e) External Search

If the Hiring Committee received no applications for transfer or recall, it shall publicly post the employment notice. Applications from the general public shall then be accepted.

6. a) Short Listing

1. For each job posting the Hiring Committee will discuss and agree to criteria to be used to objectively assess each candidate before the initial short-listing process has begun.
2. Each member of the Hiring Committee will have an opportunity to independently review all applications in order to determine a list of the candidates they think should be considered for the position.
3. The Committee will meet and determine, by consensus, which candidates should be interviewed. By mutual agreement, one process that may be used to determine which candidates to interview may be to choose those applicants that were short-listed by at least three members of the Committee.
4. A minimum of three applicants will be contacted for interviews for all hirings, unless otherwise mutually agreed upon.

b) Interviewing

1. The Committee will create and/or agree to all questions for the interview process.
2. The Committee will evaluate each candidate based on the agreed upon expectations, the job description and the candidate' qualifications. This shall be done on a scale of 1 – 5 basis, or by an alternative method that is mutually agreed upon.
3. All references will be checked for the interviewed candidates.

c) Selection of successful candidate

1. The Committee shall determine, by consensus, the candidate to recommend for hiring. The Employer retains the right to determine who is hired for any new position. If the committee is unable to reach full consensus, it shall meet to determine a further course of action. This shall be limited to the following:

- Further meetings to reach consensus to be held within ten (10) working days
- Holding a second or subsequent set of interviews
- Re-posting the position

2. In the case of a decision to re-post the position, either party may elect to replace their representatives on the Hiring Committee.

7. Temporary Positions

- a) Hiring of Temporary employees shall be conducted by the Hiring Committee as specified in this Article, except where the requirements of external funding agencies necessitate the suspension of these provisions.
- b) The first task of the Hiring Committee shall be to develop an employment notice. Such notice shall contain a statement of duties and responsibilities, classification, desired qualifications and period of employment.
- c) The employment notice shall be posted on the Union bulletin board, with a copy to the Shop Steward. Concurrently, the Hiring Committee shall publicly post the employment notice. Applications from the general public shall then be accepted.

8. Emergency Relief Employees: The Shop Steward and the Staff Relations Officer or designated alternate may jointly hire an employee for a period of no longer than sixty (60) days. The notice requirements of Article 35.5 will not apply in situations of emergency hirings. Emergency hirings must be confined to situations resulting from unexpected resignations, vacations, emergency leave, illness, compassionate leave, domestic crisis, illness in the family, or other special leave situations as defined in Article 24.

9. In all hirings involving a Hiring Committee, it is agreed that all parties to the committee must come to an agreement. The Union recognizes, in this context, the normal right of management to hire employees.

10. The parties to this agreement are desirous to implement an affirmative action program and to that end, in all hirings where all requirements are equal, the principles of affirmative action shall take precedence.

ARTICLE 36 - LAYOFF AND RECALL

1. Layoff

a) Definition

A layoff is defined as a reduction in the work force or a reduction in the hours of work as defined in this Agreement for Regular and Temporary employee classifications.

- b) There shall be no reduction in the workforce without a corresponding reduction in work required.
- c) Mutual Agreement: If a reduction of staff or hours is under consideration the Employer shall call a Working Conditions meeting to discuss the proposed layoff. Failure to agree on the necessity of a layoff shall result in the matter entering Section 40.03 at step three.

d) By Seniority

Employees shall be laid off in reverse order of their seniority as defined in Article 33. An employee whose position is to be terminated by the layoff process, or whose position is to be reduced in hours shall have the right to displace, or "bump", any employee in the same classification, and so on, with less seniority, and shall be given a reasonable training period at the Employer's expense to acquire the necessary knowledge and skills.

e) Layoff

If an employee who is to be terminated by the layoff process is unwilling or unable to bump, they shall be laid off and placed on the appropriate recall list. The Employer shall have made every effort to relocate the laid-off employee in another suitable position.

f) Notice

The Employer shall give notice to the Union of the date of layoff. Any employee who is laid off by termination of position, or by bumping, shall receive one month's pay for each month or partial month that notice is deficient. Required notice shall be:

For temporary layoffs (13 weeks or less)

1. for regular employees, one (1) month;
2. for students and all other employees, notice shall be given in accordance with the Employment Standards Act.

For permanent layoffs (more than 13 weeks)

1. for regular employees, four (4) months;
2. for students and all other employees, notice shall be given in accordance with the Employment Standards Act.

In addition, each such employee shall receive all vacation and benefits owing to him/her.

2. Recall

- a) The Employer shall maintain two (2) recall lists; one for Regular employees and one for Temporary and Student employees. Each laid off employee shall be placed on the appropriate list and maintained there until recalled, or for
 1. two (2) years, for Regular employees, or
 2. one (1) year for temporary and student employees.
- b) Employees on each recall list shall be listed and recalled in order of seniority.
- c) The Employer agrees that no new employees will be hired until a recall list no longer exists for the classification, or a vacant position has been declined by all employees on the recall list.
- d) Notice of a vacant position shall be made by telephone, or if unsuccessful, by registered mail to the last address of the employee known by the Employer. A copy shall be sent to the Union office.
- e) It shall be the responsibility of the employee on the recall list to keep the Employer informed of their current address and telephone number.
- f) Recalled employees shall receive no less than their former salary plus any increments to which the employee has become entitled during the period on the recall list, or by any changes in classifications.
- g) An up-to-date copy of each recall list shall be made available to the Union.

ARTICLE 37 - PROBATION PERIOD

1. Duration

The probation period of all employees, including temporary employees and student employees, shall be ninety (90) calendar days, commencing the first day of their employment. The Employer may extend an employee's probationary period by up to 60 days, upon agreement of the Employer and the Union. Such agreement will not be unreasonably withheld. Where the reasons for the extension relate to the performance of the employee, the Employer shall inform the employee in writing of the conditions that need to be met for continued employment. The Shop Steward or a Union representative shall be present at all reviews, as outlined in (3) above.

2. Rights of a Probationary Employee

During the probationary period, an employee shall be entitled to the rights, privileges, wages and benefits of the corresponding non-probationary employee, as specified in this Agreement.

All insured benefits shall commence in accordance with the insurers' policy provided that the waiting period does not exceed 90 days. Benefits requiring a waiting period shall commence upon completion of the waiting period and will not be retroactive to time of hiring.

3. The probationary employee shall be subject to two written reviews before the end of the probation period, conducted by the members of the Hiring Committee which was responsible for hiring the probationary employee. The first review shall take place approximately midway through the probationary period. The second review shall take place approximately one week prior to the end of the probationary period. These reviews will evaluate the performance of the employee with respect to the duties, responsibilities and desired qualifications listed in the initial employment notice. The Committee may, by mutual agreement, call in a consultant to assist in technical matters.
 - a) Based on the results of the final review, the Committee shall determine whether the employee has successfully completed the probationary period. The majority recommendation of the Committee shall be forwarded to the Employer or its designate for a decision.
 - b) At the conclusion of each review, members of the Hiring Committee shall discuss and explain their conclusions with the employee. This discussion shall be in the presence of the Shop Steward or designated Union representative. Further, the Staff Relations Officer or designated alternate shall have the right to attend.
 - c) Written notification of the results of the final review shall be presented to the employee and the Shop Steward within 7 days following the review.
 - d) The Union and the Employer may substitute their members on the Hiring Committee by mutual agreement.
 - e) In the event that either review is not carried out, the probationary employee shall be deemed to have successfully completed the probationary period and shall be automatically reclassified to "Regular" or "Temporary" status as hired, at the expiration of the probationary period.

ARTICLE 38 - LIMITED SECURITY OF EMPLOYMENT

All employees shall be entitled to security of employment as follows:

1. **Dissolution, Reorganization**

In the event of dissolution of the Student Society, with no simultaneous creation of a similar group with similar objects; or in the event of reorganization of the Student Society requiring the termination of two or more Permanent employees;

- a) All terminated Regular employees shall receive severance pay equivalent to four (4) months wages and one (1) year's benefits.

- b) Terminated Regular employees with more than one (1) year of employment with the Student Society shall receive an additional amount of one week's wages and benefits for each continuous year they have worked for the Student Society.

2. Merger

In the event of merger with any other body, the Employer agrees to undertake to ensure that:

- a) Employees shall be credited with all seniority rights, vacation credits, sick leave credits, and all other benefits, with the new employer.
- b) All work and service presently performed by members of the Union shall continue to be performed by CUPE members with the new employer.
- c) Conditions of employment and wage rates for the new employer shall be equal to the best provisions in effect with the merging employer.
- d) No employee shall suffer a loss of employment as a result of the merger.

ARTICLE 39 - DISCIPLINE/DISCHARGE

1. Discipline and Discharge Procedure

An employee may be dismissed or disciplined, but only for just cause, and only upon the authority of the Employer, as defined in this Agreement. The employer may only impose discipline with twenty (20) working days of their becoming aware of the offence of the employee. Prior to the imposition of discipline or discharge, an employee shall be given the reason in the presence of their Steward. Such employee and the Union, shall be notified promptly in writing by the Employer with full disclosure of the reason for such discipline or discharge. Failure to conform with the requirements of this clause shall render the discipline or discharge null and void.

2. May Omit Grievance Steps

An employee considered by the Union to be wrongfully or unjustly discharged or suspended shall be entitled to a hearing under Article 40, Grievance Procedure. Steps 1 and 2 of the Grievance Procedure shall be omitted in such cases.

3. Burden of Proof

In cases of discharge and discipline, the burden of proof of just cause shall rest with the Employer. Evidence shall be limited to the grounds stated in the discharge and discipline notice to the employee.

4. Unjust Suspension or Discharge

An employee who has been unjustly suspended or discharged shall be immediately reinstated in their former position without loss of seniority. They shall be compensated for all time lost in an amount equal to their normal earnings during the pay period next preceding such discharge or suspension, or by any other arrangement as to compensation which is just and equitable in the opinion of the parties or in the opinion of the Arbitrator, if the matter is referred to such a Board. Any monies earned by an employee during a period of suspension or discharge shall not be deducted from any award made under this Article.

5. Limitations on Letters

Any disciplinary letter or reprimand shall be removed from an employee's file after a twelve (12) month period, unless there has been a re-occurrence of the incidents giving rise to such a disciplinary letter or reprimand.

6. Entitlements

In case of discharge or resignation, the employee shall receive all vacation entitlements and salary due to the date of termination.

ARTICLE 40 - ADJUSTMENT OF COMPLAINTS

1. Definition

For the purpose of this Agreement, "grievance" shall mean any difference of dispute arising between the Parties to this Agreement, concerning the interpretation, application, administration, operation or alleged violation of this Collective Agreement, whether between the Employer and any employees bound by this Agreement, or between the Employer and the Union, including whether or not any issue is arbitrable.

2. Types of Grievance

a) Individual Grievance

A grievance whether initiated by an individual employee or by the Union that is confined in scope to a particular employee.

b) Group Grievance

Where the matter is of concern to a group of employees or where several individual grievances, after being consolidated at some stage, are brought forward as one grievance.

c) Policy Grievance

Where either party disputes the general application, interpretation or alleged violation of an Article of this Agreement, where the matter of concern is not specifically confined in scope to any particular employee.

d) Union or Employer Grievance

Where the matter is of specific concern to the Union or Employer.

3. Grievance Procedure

The procedure for settling individual and group grievances shall start at Step 1. The procedure for settling policy and Union grievances shall start at Step 3.

a) Step 1 - Working Conditions Meeting

An employee who has a grievance shall go to the Staff Relations Officer or designated alternate within twenty (20) working days from the date on which the Union becomes aware of the alleged incident(s) which gave rise to the complaint. The employee must be accompanied by their Steward or a representative of the Union. The Staff Relations Officer or designated alternate shall be given an opportunity to answer the complaint verbally. The parties involved shall be given a maximum of three (3) working days to solve the grievance.

b) Step 2 - Chairperson of the Labour Committee

If the grievance is not satisfactorily resolved in Step 1 above, the employee and their Steward or Union representative shall submit two (2) copies of the grievance in writing to the chairperson of the Labour Committee. Within seven (7) calendar days following receipt of this grievance, the chairperson of the Labour Committee shall give one copy with their written answer to the Steward or Union representative and shall deliver the second copy to the Labour Committee.

c) Step 3 - Labour Committee and Grievance Committee

The Union Grievance Committee and the Employer's Labour Committee shall be given fourteen (14) working days in which to resolve the grievance.

d) Step 4 - Arbitration

In the event that no settlement of the grievance is reached in Step 3 above, then either Party may, within five (5) working days following the expiry of the fourteen days set out in Step 3 above, signify in writing to the other Party of the failure to agree and notice of intention to invoke arbitration procedure as set out in Section 40.04 of this Article.

4. Arbitration

a) The Grievance Committee and the Labour Committee shall meet immediately upon the signing of this Agreement to agree upon a list of impartial arbitrators. If the two committees are unable to agree on a list within three (3) weeks of the signing of this Agreement, they shall request the Minister of Labour to supply a list. In either case, the list shall be composed equally of men and women. The arbitrators shall serve on a rotating basis.

b) The arbitrator is to be governed by the following provisions:

1. The arbitrator shall hear and determine the subject of the grievance and shall issue a decision which is final and binding upon the parties and upon any employee or Employer affected by it.
 2. Each of the parties shall pay one-half (1/2) of the expenses of the arbitrator.
 3. The arbitrator shall determine their own procedures, but shall give full opportunity to all parties to present evidence and make representations.
 4. The arbitrator shall not have the power to alter or amend any of the provisions of this Agreement.
 5. The parties and the arbitrator shall have access to the Employer's premises to view working conditions, machinery or operations which may be relevant to the resolution of the grievance.
 6. The arbitrator shall have the power to amend a grievance, modify penalties and relieve against non-compliance with time limits, or any other technicality or irregularity.
 7. The arbitrator shall have jurisdiction to determine whether a grievance is arbitrable.
5. The time limits prescribed for the performance of any act in the grievance procedure may be extended by mutual consent.
 6. An employee shall be permitted the necessary time off without loss of pay or benefits to attend to the adjustment of a grievance and may be present at any stage in the grievance procedure if so requested by either party.
 7. The Employer agrees that after a grievance has been initiated by the Union, the Employer's representatives will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly, with the aggrieved employee without the consent of the Union and Employer.

ARTICLE 41 - HOURS OF WORK

1. Regular Employees

a) Number of Hours

Regular and temporary employees shall be guaranteed the number of hours per day/week set out in Article 34.3. This guarantee is subject to change by mutual agreement of the Employer and the Union, and the provisions of Article 36 – Layoff and Recall.

b) Assignment of Additional Hours

Where any regular employee(s) has indicated a desire for work hours additional to their established hours and additional hours are available, a Working Conditions Committee meeting will be convened to discuss and arrange the assignment of such hours in a manner that meets the needs of the operation and employees concerned.

c) Scheduling of Hours

Employees will normally schedule their work between the hours of 8:00 a.m. and 6:00 p.m.

d) Employees will present changes to their current work schedules to the Employer and the Union in advance. Any concerns regarding work schedules and/or changes shall be dealt with in accordance with sub-section e) "Maintenance of Services".

e) Maintenance of Services

The Union recognizes that every effort will be made to ensure that each service area is adequately staffed during the regular hours of its operations. The Employer recognizes that due to extenuating circumstances, this may not be possible. In the event the Employer has any concerns about scheduling proposed by any employee(s) the matter shall be referred to the Working Conditions Committee for resolution.

In the event that the parties are not able to mutually agree on the scheduling of hours for any employee(s), the matter shall be immediately referred to an hours of work independent arbitrator for an expedited resolution. The independent arbitrator shall establish an informal process to hear all concerns and provide a fair and reasonable resolution.

f) Meal and Relief Periods

Employees working shifts of more than four (4) hours per day are entitled to a one-half (1/2) hour paid meal period. Employees working four (4) hour shifts shall be entitled to a fifteen (15) minute paid relief period and a second such period for shifts of six (6) hours or longer.

2. Temporary and Student Employees

Temporary and student employees shall work shifts within the normal hours of operation unless mutually agreed otherwise between the parties. Minimum hours shall not be less than those provided for in the Employment Standards Act (ESA), which shall also govern meal and relief periods. The Employer, in consultation with the Working Conditions Committee, shall establish work schedules.

Work schedules will only be required where the period of employment extends beyond three (3) days. Such schedules shall be discussed at Working Conditions Committee meeting and unresolved concerns subject to the hours of work umpire process.

ARTICLE 42 – OVERTIME

1. Definition

a) Full-Time Regular or Temporary Employees

Overtime is that time worked in excess of their ten (10) hour workdays or thirty-seven and one half (37.5) hour work weeks, as specified in-41.01.

b) Part-Time Regular or Temporary Employees

Overtime is that time worked in excess of ten (10) hours in a workday, or thirty-seven and one half (37.5) hours in a work week, as per Article 41.01.

2. Overtime Rates

Employees shall be paid at time and one-half for the first four (4) hours of any overtime situation and double time thereafter. It is understood that time off in lieu of overtime pay may be taken in accordance with section 4 below.

3. Mutual Agreement

a) Employer requests for overtime must be made through the Staff Relations Officer or designated alternate. Except in emergency situations, an employee has the right to refuse such a request, without being subject to disciplinary action for so refusing.

b) Employee requests for overtime must be made through the Union. Except in emergency situations, the Staff Relations Officer or designated alternate must approve such a request beforehand. Emergency overtime must be reported to the Staff Relations Officer or designated alternate and the Union on the following work day.

c) If an employee determines that they need to extend their hours of work beyond those guaranteed under Article 34.3, then the employee can extend their workweek by up to five (5) hours per week without prior approval from the Staff Relations Officer or designated alternate.

Overtime will only occur as per Article 42.1.

4. Time Off in Lieu of Overtime Pay

An employee who works overtime may, in lieu of overtime pay, opt for equivalent time off. They must give notification of this choice to the Staff Relations officer or designated alternate no less than five (5) working days in advance of taking such time off. The time taken off must be mutually agreeable to the Employer and the employee. Should such overtime not be taken as equivalent time off by June 30 of the following year, the Overtime shall be paid out in accordance with this clause.

5. Paid Meal Periods

An employee requested to work overtime beyond their regular workday shall be allowed a half-hour meal period paid at overtime rates, provided that;

- a) such overtime is in excess of two hours, and
- b) not more than one hour has elapsed between the end of their regular work day and the start of the overtime.

The meal period may be taken before, during or after the overtime, subject to mutual agreement between the Employer and the employee.

6. Call-In

An employee called into work after completing a regular day's work, on a regular day off, or during their vacation, or before the commencement of their regular work day, shall be paid overtime rates for a minimum of four hours.

7. Scheduling Provision

Except at General meetings, conferences and seminars, an employee required to work overtime beyond their regular work day shall be entitled to twelve hours clear between the end of the overtime and the start their next work day. If twelve hours are not provided, they shall be paid at overtime rates for the following day.

8. Overtime Worked on an Office Holiday

An employee who has agreed to work on an Office Holiday shall be paid according to Section 22.05 (Work on Office Holidays) for length of their regular working day, and double that rate thereafter.

ARTICLE 43 – WAGES

1. a) Employees will be paid as per Appendix 1

b) Cost of Living Adjustments

COLA at the Vancouver rate according to StatsCan Consumer Price Index (Vancouver, all items, not seasonally adjusted), to be calculated semi-annually beginning August 1, 2022 and using the previous six (6) months accumulated increase to establish the new rate. The next calculation would be February 1, 2023 based on the previous six (6) months and so on. All increases will be rolled into the base rate calculator. COLA shall not reduce the current rates of pay.

2. Pay Period

Employees shall be paid every two weeks.

ARTICLE 44 - DURATION

1. This Agreement shall be binding and remain in effect from August 1, 2022 to July 31, 2026 and shall be renewed from year to year thereafter unless either party gives notice to the other party in writing at least two months prior to the expiry date, that it desires to terminate or amend its provisions. Subsection (2) and (3) of Section 50 of the Labour Relations Code shall be specifically excluded from and shall not apply to the new Collective Agreement.

Where notice to amend this Agreement is given by one party within the time period required, and where the other party agrees to enter into negotiations, the provisions of this agreement shall continue in force until:

- a) A new Collective Agreement is signed; or
- b) The commencement of a lockout by the Employer, or a strike by the Union, as defined in the Labour Code of British Columbia.

ARTICLE 45 - NEGOTIATING THE COLLECTIVE AGREEMENT

The Union and the Employer will negotiate the Collective Agreement according to the following principles:

1. The negotiation of the Collective Agreement shall be conducted by the Negotiating Committees of the Union and the Employer. These committees shall be authorized to negotiate and conclude a tentative Collective Agreement for ratification.
2. Negotiations will be regarded as confidential unless otherwise agreed between the parties at the time. Should there be a strike, or lockout vote held, this clause shall be waived. This section does not preclude either party from reporting the status of specific proposals to its respective members as required.
3. Meetings will be conducted with a quorum of no less than two members of each committee.
4. Meetings shall be scheduled in advance, and each party shall endeavour to give the other party no less than 24 hours' notice if meeting times are to be changed.
5. Each party shall notify the other party, in writing, if there are additions or substitutions to the composition of their committee.

6. When the parties have agreed upon a contract article, they shall indicate such by having all members present initial the article. Such agreement shall not preclude reopening the article for the following reasons:
 - a) Editorial changes (e.g.: improvements to grammar, spelling, etc.)
 - b) Changes necessitated because of modifications of related contract articles.
7. Upon conclusion of the negotiations, each committee shall arrange for the tentative contract to be ratified.
8. The CUPE representative shall be entrusted with producing 'clean' or 'final' copies of contract articles. They shall be entitled to make minor modifications to spelling, grammar and layout when such changes do not in any way effect the intent of the article. They shall advise both parties when any such change may have an effect.

STATEMENT OF PRINCIPLE

Douglas Students' Union and CUPE Local 2396 (Douglas College Unit) agree to support the aims and endeavours and to participate in the New Westminster Labour Council, B. C. Federation of Labour, CUPE BC, CUPE BC Metro Council, the C.L.C., and where there is conflict with the Douglas Students' Union existing policies, the Douglas Students' Union obligation to its policies shall prevail.

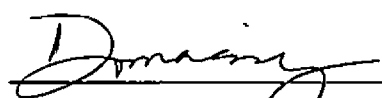
Also, the Douglas Students' Union and CUPE Local 2396 (Douglas College Unit) agree to support programs and activities and to participate in the British Columbia Federation of Students. CUPE Local 2396 (Douglas Students' Union Unit) agrees to this Statement of Principle and the Union agrees that such support shall be within the performance of the Union members duties.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year in which this Agreement takes effect.

Signed this 9 day of November, 2022

SIGNED:

DOUGLAS STUDENTS' UNION




Danna Domasig, Staff Relations Officer

SIGNED:


CANADIAN UNION OF PUBLIC EMPLOYEES,
LOCAL 2396



Delaney Sullivan
CUPE Local 2396 Vice-President




Rachael Thomson, Director



Ashley Gordon,
CUPE Local 2396
Bargaining Committee Chair



Axel Bernoe, Director



Roxana Matasa
CUPE Local 2396
Bargaining Committee member

APPENDIX 1

Salary Schedule

Effective August 1, 2022, the base hourly wage rates for employees shall be as follows.

Classification	Base Rate	Aug. 1, 2022	Feb 1, 2023	Aug 1, 2023	Feb 1, 2024	Aug 1, 2024	Feb 1, 2025	Aug 1, 2025	Feb 1, 2026
Office Administration		+ COLA	0.5% + COLA	+ COLA	1% + COLA	+ COLA	1% + COLA	+ COLA	1% + COLA
Executive Director	50.11	52.42							
Accounting & Finance Coordinator	47.56	49.75							
Organizer-Advocacy	47.56	49.75							
Organizer-Communications	47.56	49.75							
Service Coordinator	47.56	49.75							
Organizer-Campus Life	47.56	49.75							
Organizer - Campaigns	47.56	49.75							
Student Staff	22.85	23.90							

* As per Article 43.1 (b) COLA adjustment = on February 1 of each year & August 1 of each year

APPENDIX 2

SCHEDULE OF BENEFITS

MEDICAL – B.C. MEDICAL PLAN

DENTAL

Plan A – Basic coverage – 100%

Plan B – Major coverage – 100%

GROUP LIFE

100% of annual earnings to a maximum of \$500,000 reducing by 50% at age 65.

ACCIDENTAL DEATH, DISMEMBERMENT AND SPECIFIC LOSS (AD&D) INSURANCE

An amount equal to the employee's Life Insurance.

LTD

Waiting period – 120 days

Amount – 60.00% of the first \$4,000 of monthly earnings plus 40% of the remainder to a maximum of \$3,000 or 85% of the employee's pre-disability take-home-pay, whichever is less. Any amount of LTD insurance over \$1,500 is subject to approval of evidence of insurability.

Benefit Period – to age 65

Tax Status – non-taxable

EXTENDED HEALTH BENEFITS

Lifetime Healthcare Maximum – Unlimited

Deductibles –

Global medical assistance – none

Vision care – none

Other healthcare expenses - \$25

In-Canada home nursing care - \$5,000 for a maximum of 12 months per condition Hospital care – semi private room

In-Canada prescription drugs – Unlimited

Smoking cessation product – \$500

lifetime Hearing aid – \$700 every 5

years Speech aid – \$1,000 lifetime

Custom-fitted orthopedic shoes - \$300 every 12 months

Myoelectric arms - \$10,000 per prosthesis

External breast prosthesis – 1 every 12 months

Surgical brassieres – 2 every 12 months

Medical or hydraulic patient lifter (excluding electric stairlifts) - \$2000 per lifter every 5 years Outdoor wheelchair ramp - \$2000 lifetime

Blood-glucose monitoring machines – 1 every 4 years
Transcutaneous nerve stimulators - \$700 lifetime
Extremity pumps for lymphedema - \$1,500 lifetime
Custom-made compression hose – 4 pairs each calendar year
Wigs for cancer patients - \$200 lifetime

Paramedical services

Chiropractors – unlimited
Physiotherapist – unlimited
Psychologists/social worker/counsellors – unlimited
Dieticians – unlimited
Podiatrists – unlimited
Speech Therapists – unlimited Massage therapist – unlimited
Acupuncturists – unlimited
Naturopaths – unlimited

Vision Care

Eye Examinations – 1 per year
Glasses and Contact Lenses - effective August 1, 2022 - \$600 every 2 years
- effective August 1, 2024 - \$700 every 2 years

APPENDIX 3

JOB DESCRIPTION: SERVICE COORDINATOR

Douglas Students' Union & CUPE 2396, Revised July 2022

The Service Coordinator shall be primarily responsible for working with appropriate members of staff to coordinate the direct provision of services to members, coordinate the operations of the Students' Union's offices and facilities, and to assist with administrative functions of the organization. The Services-Coordinator will work at the Coquitlam and New Westminster campuses as needed.

QUALIFICATIONS

The Service Coordinator shall have the following knowledge and qualifications:

- 1 to 2 years' experience working in a customer service role, plus 2 to 3 years' experience working in an office coordination role;
- Experience working or serving in a non-profit organization with an elected board structure, and knowledge and understanding of non-profit structures;
- A high school diploma plus some post-secondary education;
- Computer skills within a PC and MAC environment, including familiarity with Microsoft Office, Google Documents/Sheets/Drive, and basic graphic design applications;
- Experience executing elementary financial operations, including experience with point-of-sale supervision and cash management, and an understanding of the principles of bookkeeping and double-entry accounting; and
- Excellent organizational, communication, interpersonal and problem-solving skills.

DUTIES

Direct Service Duties

The Services Coordinator shall:

- Oversee the reception and direct member service operations at both the New Westminster and Coquitlam Campuses, and when necessary, provide direct members service and reception services to include, and not be limited to, those duties commonly executed by Student Assistants;
- Provide assistance to Student Assistants in the execution of their duties, and act as a resource to Student Assistants seeking information on the Students' Union, College and office and service procedures as needed;
- Directly respond to student inquiries about Students' Union services, in particular the health and dental plan services; and,
- Directly interact with Students' Union members or other members of the College Community whom Student Assistants are unable to assist due to lack of knowledge or challenging communication styles.

Service Coordination Duties

The Services Coordinator shall:

- Oversee the provision of information to members about Students' Union services;
- Oversee the daily operation of Students' Union services, including locker rentals, printing, bulletin boards, financial aid, student discounts, and other such services provided to directly to members;
- Coordinate the student-facing elements of the Students' Union's health and dental insurance services;
- Coordinate the student-facing elements of the U-Pass BC Program;
- Assist with the training, supervision and development of Student Assistant staff;
- Assist other staff in developing members service structures, materials and supports as required;
- Assist other staff in developing content for Students' Union web, social media, and hard-copy publications relating to member services;
- Assist the Executive Director in the development and review of policies and procedures related to service provision and coordination; and,
- Assist Executive Director and Board of Directors in the developing and implementing service revisions and/or new services, making recommendations and providing expertise as needed.

Office and Facility Coordination Duties

The Services Coordinator shall:

- Coordinate the booking of Students' Union spaces, and the booking of space within Douglas College on the Students' Union's behalf;
- Act as liaison with the college's Facilities and Security departments and file incident reports, requests for service, Students' Union Building/facilities use notifications, event notifications, and other such communications on a regular basis;
- Log and communicate repairs, maintenance and cleaning required to be performed on Students' Union facilities, and follow-up as needed;
- Receive and provide direction to building service workers, contractors and/or other professionals providing services in Students' Union facilities as need;
- Coordinate access to Students' Union facilities for Directors, staff and other authorized persons, and manage the Students' Union Building electronic access system;
- Order office supplies and maintain an inventory of office supply stock;
- Assist with the scheduling of meetings and events;
- Maintain the Students' Union's general files and archives;
- Assist the Financial Coordinator with basic bookkeeping functions as may be required from time-to-time (including management of petty cash, distribution of payments;
- recording transaction and producing cheques, reconciliations of cash receipts and other such functions); and,
- Assist the Executive Director in the development and review of policies and procedures related to office, facilities and internal management.

Club and Association Management Duties

The Services Coordinator shall have the following club and association management duties:

- With the Director of Finance, coordinate the administration, operations and delivery of the Students' Union's system of clubs and associations;
- Develop materials to promote participation in clubs and associations, and provide background on the rules for creating and maintaining a club;
- Developing club registration packages and associated materials for annual club and association registration;
- Assisting the Director of Finance is coordinating meetings of the Club Council, and acting as a resource to the Club Council;
- Overseeing club use of equipment, facilities and supplies;
- Assist clubs with their internal organization as may be required from time-to-time, including assisting with club and association elections and bylaws;
- Organizing regular club days to promote club participation to the membership, and ensuring accurate and up-to-date club and association information is maintained on the Students' Union's website and App platform;
- Maintaining accurate club files and records, and assisting with the financial administration of the system of clubs and associations; and,
- Provide counsel and assistant to clubs in the organization of club events.

Other Duties

The Office and Services Coordinator shall:

- Attend meetings of the board, students' union orientations, and general meetings as may be required from time-to-time;
- Attend workshops and conferences as may be required from time-to-time;
- Assist organizing staff with the organization and execution of events of the Students' Union as may be required from time-to-time;
- Maintain up-to-date knowledge of the Students' Union's structures, bylaws, policies, procedures, contracts and rules of order;
- Resource and help facilitate the work of DSU committees and working groups, as needed;
- Attend BCFS Executive Committee Meetings as needed; and,
- Attend Federation meetings and other conferences, as needed.

JOB DESCRIPTION: EXECUTIVE DIRECTOR

Douglas Students' Union & CUPE 2396, Revised July 2022

The Executive Director shall advise and assist the Board of Directors in the execution of the operations, advocacy, services and events of the Students' Union. This shall not include any labour relations functions but shall include supervisory duties. The Executive Director will work at the Coquitlam and New Westminster campuses as needed. The Executive Director shall report to the Staff Relations Officer.

QUALIFICATIONS

The Executive Director shall have the following qualifications:

- 3 to 5 years' experience serving as a senior staff person for a non-profit organization or a similar role;
- Knowledge of, and experience in, financial management and business management;
- Experience supervising staff and fulfilling a leadership position in a team environment;
- A bachelor's degree in a relevant subject plus post-degree courses (a master's degree is preferred);
- Experience undertaking research and writing complex reports, briefs, minutes and other such documents;
- Experience executing public relations and communications functions including but not limited to writing press releases, acting as a spokesperson, designed communication strategies, planning and performing government relations, designing campaigns and advocacy strategies and related materials;
- A high-level understanding of post-secondary education and student issues, government structures (particularly BC government structures related to post-secondary education), and the structure of student organizations, colleges and universities; and,
- Thorough knowledge of non-profit governance in British Columbia and experience working for and advising an elected Board of Directors.

DUTIES

Governance Duties

The following duties are undertaken by the Executive Director with appropriate members of the Board of Directors:

- Advising and counselling the Board of Directors on all matters other than direct labour relations issues;
- Assisting the Board of Directors and other staff in leading, planning and executing the annual board orientation;
- Leading the annual board planning process, and drafting, editing and publishing the annual strategic plan;
- Advising the board on various strategies to advance, grow and diversify the Students' Union's service, advocacy, and Campus Life operations;

- Maintain up-to-date knowledge of the Students' Union's bylaws, constitution, policies, procedures, relevant government legislation, Robert's Rules of Order, contracts, agreements and other official rules and regulations affecting the Students' Union;
- Provide analysis, interpretation, and strategic recommendations regarding the development the Students' Union's policies, constitution, bylaws, procedures, and other regulations of the Students' Union, and drafting amendments as needed;
- Assist with drafting, editing and publishing the annual report of the Board of Directors, with the Organizer-Communications;
- Assisting in or leading the oversight of the annual elections, by-elections and referenda processes;
- Develop and advise the Board on long-term financial and capital planning and strategy;
- Attending Board, general, Executive and committee meetings, and ensure meeting agendas and minutes are produced in a timely fashion;
- Ensuring that copies of the Students' Union's bylaws, policies, and most recent copies of the annual report and audit, are available to the membership; and
- Ensuring the maintenance of the Students' Union's records.

Operations Management Duties

The Executive Director shall oversee the day-to-day operations of the Students' Union, including but not limited to:

- Working collectively with the other staff on a day-to-day basis and providing them with the necessary information, support and assistance to maintain a well- coordinated office;
- Supervising the work of all staff, and in conjunction with the Staff Relations Officer assigning tasks prioritizing outstanding work;
- Facilitating hiring processes for all positions as needed;
- Coordinating student staffing, signing off on student staff hours, and schedule student staff;
- Organizing and facilitating regular staff meetings;
- Overseeing the day-to-day operation of the Students' Union Building and other students' union spaces and offices, and developing and executing plans for expansion and/or improvement of Students' Union spaces;
- Assisting with the preparation of the annual budget and annual audit, and assisting the Students' Union's auditors as required;
- Ensuring that regular communication with the Students' Union's financial institutions with respects to all loans, accounts, signing authorities, investments and other financial aspects is maintained;
- Ensure the Students' Union's capital equipment is maintained, and undertaking purchasing duties for major capital equipment as required;
- Lead contract negotiations between the Students' Union and external bodies with whom the society may, from time to time, interact including services providers and consultants;

- Work with the Service Coordinator to oversee the provision of Students' Union services, and work with the Board of Directors to recommend and implement service revision and/or new services from time-to-time;
- Serving as a signing officer;
- Represent the Students' Union to building tenants; and
- Oversee and assist with the design and production of all awareness and marketing materials of the Students' Union.

Research and Advocacy Duties

The Executive Director shall assist with conducting research required by the organization and shall advise on advocacy campaigns and relates strategies. These duties shall include:

- Undertaking research on education and other related issues to support the advocacy work of the Students' Union;
- Maintain awareness of Federation research and research from other social justice organizations that may be relevant to the work of the Students' Union;
- Assist with and advise on the development, coordination and implementation of Students' Union advocacy campaigns;
- Assist and advise on the local development, coordination and implementation of provincial and national campaigns;
- Advise and assist with the development, coordination and implementation of seminars, workshops, lectures and other advocacy events for the members of the Students' Union;
- Assist with and advise on the design, production and distribution of all campaign materials; and,
- Assist with monitoring of media for issues relevant to the Students' Union.

College, Government and Public Relations Duties

The Executive Director shall work with the Board to undertake high-level college relations and shall be responsible for development and execution of government relations and public relations strategies. These duties shall include:

- Assisting and supporting student representatives on all College governance structures;
- Regularly attend meetings of the Board of Governors, and attend meetings of the Education Council from time-to-time;
- Participating in College governance or advisory committees on student affairs, college governance, facilities and services, or other matters relating to the advocacy goals or operations of the Students' Union;
- Coordinating and attending meetings with members of the College administration, and where possible, developing positive relations between senior leaders of the College and the Students' Union;
- Coordinating the Students' Union's relations with other student organizations across BC, specifically those in the lower mainland who are not part of the BC Federation of Students;

- Assisting with and advising on government relations activities of the Students' Union, and participating in meetings with government and legislative representatives of the federal and provincial governments;
- Assisting with and advise on government relations with local governments representing areas in which there our Douglas College operations or from which a large number of Douglas students are drawn;
- Supervise and execute media relations work, including producing articles, news releases, opinion editorials, letters to the editor and other media documentation, and organizing media events, with Organizer-Communications and Organizer-Campaigns, as needed; and,
- Serving as a media spokesperson as may be required.

Other Duties

Other duties of the Executive Director shall include:

- Assisting the Federation with campaigns, advocacy and service undertakings where such assistance does not detract from or conflict with the Executive Director's primary responsibilities to the Students' Union;
- Maintaining positive relationships with other Federation member locals;
- Resource and help facilitate the work of the Organizational Development, and Budget and Operations Committees, and other committees and working groups, as needed;
- Attend BCFS Executive Committee Meetings as needed;
- Attend Federation meetings and other conferences, as needed; and,
- Attend workshops, general meetings, and conferences as may be required.

JOB DESCRIPTION: ORGANIZER-COMMUNICATIONS
Douglas Students' Union & CUPE 2396, Revised July 2022

The Organizer-Communications shall be primarily responsible for working with the members of the Board and volunteers to promote membership awareness, support events and campaigns work, and develop a sense of community among the membership. The Organizer-Communications will work at the Coquitlam and New Westminster campuses as needed.

QUALIFICATIONS

All Organizers shall have the following qualifications:

- 3 to 5 years working in the advocacy, not-for-profit or post-secondary sector;
- A high school diploma plus some post-secondary education;
- Thorough knowledge of the student movement and its aims;
- Experience working on post-secondary education issues, specifically those related to students;
- Experience developing and implementing social justice campaigning and advocacy work;
- Experience executing customer/member service functions;
- Basic experience using word processing, spreadsheet and database software;
- Experience producing reports, making presentations, and undertaking basic office administration functions; and,
- Experience handling cash and operating a point-of-sale system.

The Organizer-Communications shall have the following specific experience:

- Developing promotional materials using graphic design software including Adobe Photoshop and Illustrator;
- Managing social media, and developing social media content and shareables;
- Planning and implementing events for small and large groups; and
- Managing and scheduling volunteers.

DUTIES

Organizing Duties

All Organizers shall have the following common duties:

- Assist with customer service and front-line service delivery, including reception and sales duties;
- Assist with the execution of Students' Union events and activities;
- Assist members of the Board in executing their duties by providing counsel, advice and direct assistance;
- Attend Board, Board sub-committee and general meetings of the Students' Union as a resource person and take meeting notes as required;
- Proactively promote the benefits of membership in the Students' Union and BC Federation of Students in execution of duties and dealings with general members;

- Maintain up-to-date knowledge of the Students' Union's structures, bylaws, policies, procedures, contracts and rules of order;
- Attend workshops and conferences as may be required from time-to-time; and,
- Work collectively as a team with other members of staff, and specifically with other organizing staff.

Communication Duties

The Organizer-Communications shall be primarily responsible for communications. These duties include:

- Work with appropriate Board members to coordinate classroom speaking and information tabling to promote the benefits of membership in the Students' Union and BC Federation of Students;
- Production of a regular e-newsletter for Students' Union members and the maintenance of a members list-serve;
- Manage the content and maintenance of the Students' Union website and social media accounts;
- Oversee and directly produce promotional materials for the Students' Union, and assist other organizing staff in developing promotional materials for events and campaigns;
- Manage the content and tools of the mobile app (DSU App and/or Douglas Students App);
- Be primarily responsible for the coordination of the annual members handbook and the production of membership development products;
- Assist the Executive Director in developing communications strategies and protocols for the Students' Union;
- Schedule members of the Board of Directors, volunteers, and staff to support events, campaigns, memberships outreach work, and services;
- Coordinate, draft and publish media relations work, including producing articles, news and press releases, opinion editorials, letters to the editor and other media documentation with the Executive Director and Organizer-Campaigns, as needed; and,
- Draft, edit and publish the annual report of the Board of Directors, with assistance from the Executive Director.

Other Duties

The Organizer-Communications shall have the following duties:

- Assist the Organizer-Campaigns in implementing campaigns and college relations work;
- Assist the Organizer-Campus Life in implementing events;
- Maintain active knowledge of Federation campaigns and relevant social justice campaigns of coalition partners and like-minded organizations that may be relevant to the work of the Students' Union;
- Working with the Organizer – Campus Life, train and schedule volunteers to support Students' Union events, campaigns, memberships outreach work, and services;

- Resource and help facilitate the work of the Organizational Development Committee, and other committees and working groups, as needed;
- Attend BCFS Executive Committee Meetings as needed; and,
- Attend Federation meetings and other conferences, as needed.

JOB DESCRIPTION: ORGANIZER-CAMPUS LIFE
Douglas Students' Union & CUPE 2396, Revised July 2022

The Organizer-Campus Life shall be primarily responsible for working with appropriate members of the Board and staff to create and implement an annual schedule of events for students on both the Coquitlam and New Westminster campuses. Additionally, the position will work with other event-focused departments at Douglas College to ensure that the Students' Union works in cooperation with the College to host events and activities that create a sense of community at the institution. The Organizer-Campus Life will work at the Coquitlam and New Westminster campuses as needed.

QUALIFICATIONS

All Organizers shall have the following qualifications:

- 3 to 5 years working in the advocacy, not-for-profit or post-secondary sector;
- A high school diploma plus some post-secondary education;
- Thorough knowledge of the student movement and its aims;
- Experience working on post-secondary education issues, specifically those related to students;
- Experience developing and implementing social justice campaigning and advocacy work;
- Experience executing customer/member service functions;
- Basic experience using word processing, spreadsheet and database software;
- Experience producing reports, making presentations and undertaking basic office administration functions; and,
- Experience handling cash and operating a point-of-sale system.

The Organizer-Campus Life shall have the following specific experience:

- Planning and implementing events for small and large groups;
- Creating marketing and advertising campaigns for events and services;
- Fundraising and procuring sponsorships;
- Serving and overseeing the service of alcohol in either a special event or pub environment;
- Creating promotional materials using graphic design software; and,
- Planning events for constituent communities such as Indigenous students or international students.

The Organizer-Campus Life shall have a valid Serving It Right Licensee license as well as level 1 Food Safe certification.

DUTIES

Organizing Duties

All Organizers shall have the following common duties:

- Assist with customer service and front-line service delivery, including reception and sales duties;
- Assist with the execution of Students' Union events and activities;
- Assist members of the Board in executing their duties by providing counsel, advice and direct assistance;
- Attend Board, Board sub-committee and general meetings of the Students' Union as a resource person and take meeting notes as required;
- Proactively promote the benefits of membership in the Students' Union and BC Federation of Students in execution of duties and dealings with general members;
- Maintain up-to-date knowledge of the Students' Union's structures, bylaws, policies, procedures, contracts and rules of order;
- Attend workshops and conferences as may be required from time-to-time; and,
- Work collectively as a team with other members of staff, and specifically with other organizing staff.

Event Coordination Duties

The Organizer-Campus Life shall be the primary staff person responsible for planning and implementing events. These duties include:

- With the Director of Campus Life, create an annual events plan and oversee the planning, coordination and implementation of such annual events and other events as may be mandated by the Board of Directors;
- Create event outlines before, and events reports immediately after, each Students' Union event;
- Create and coordinate the distribution of events promotional materials;
- Undertake fundraising and sponsorship procurements to subsidize the costs of events and activities as may be required;
- Maintain events supplies and equipment, ensuring that they are properly cleaned up and stored after events;
- Report on and organize building maintenance, repairs and cleaning required after events;
- Act as a server and licensee at events involving alcohol, as may be required;
- Complete such other duties as may be consistent with event coordination and the promotion of campus life;
- Ensure that incident reports are completed and filed as required following events; and,
- Maintain event general files and archives.

Volunteer Management Duties

The Organizer-Campus Life shall be primarily responsible for volunteer management and scheduling. These duties include:

- Manage the administration and operation of the Students' Union's volunteer program (DSU Crew);
- Develop and execute strategies to recruit, retain and recognize volunteers of the Students' Union; and,
- Working with the Organizer – Communications to schedule volunteers to support Students' Union events, campaigns, memberships outreach work, and services.

College Relations and Other Duties

The Organizer-Campus Life shall have the following college relations duties:

- Work with members of the Douglas College community to ensure Students' Union participation in such campus-wide events as new student orientation, welcome weeks and Edge, and with Board members and the Executive Director, represent the Students' Union in such endeavors;
- Assist with the development and maintenance of the Students' union relations with the College's Future Students' Office, International Education, Student Engagement/Student Life, and Student Services staff in relation to Campus Life activities and events;
- Assist with internal logistical planning for meetings, conferences and governance functions;
- Resource and help facilitate the work of the Campus Life Working Group, and other committees and working groups, as needed;
- Attend BCFS Executive Committee Meetings as needed; and,
- Attend Federation meetings and other conferences, as needed.

JOB DESCRIPTION: ORGANIZER-CAMPAIGNS

Douglas Students' Union & CUPE 2396, Created Revised July 2022

The Organizer-Campaigns shall be primarily responsible for working with the members of the Board and the Executive Director to execute the campaigns, college and government relations functions of the Students' Union. The Organizer-Campaigns will also assist with external relations and coalition work. The Organizer-Campaigns will work at the Coquitlam and New Westminster campuses as needed.

QUALIFICATIONS

All Organizers shall have the following qualifications:

- 3 to 5 years working in the advocacy, not-for-profit or post-secondary sector;
- A high school diploma plus some post-secondary education;
- Thorough knowledge of the student movement and its aims;
- Experience working on post-secondary education issues, specifically those related to students;
- Experience developing and implementing social justice campaigning and advocacy work;
- Experience executing customer/member service functions;
- Basic experience using word processing, spreadsheet and database software;
- Experience producing reports, making presentations, and undertaking basic office administration functions; and
- Experience handling cash and operating a point-of-sale system.

The Organizer-Campaigns shall have the following specific experience:

- Working within college governance structures and interpreting legislation governing the administration of post-secondary institutions;
- Developing and/or implementing a variety of political campaigns;
- Developing and/or executing government relations strategies;
- Acting as a public and media spokesperson;
- Organizing both large and small events; and,
- Producing promotional materials using graphic design software.

DUTIES

Organizing Duties

All Organizers shall have the following common duties:

- Assist with customer service and front-line service delivery, including reception and sales duties;
- Assist with the execution of Students' Union events and activities;
- Assist members of the Board in executing their duties by providing counsel, advice and direct assistance;

- Attend Board, Board sub-committee and general meetings of the Students' Union as a resource person and take meeting notes as required;
- Proactively promote the benefits of membership in the Students' Union and BC Federation of Students in execution of duties and dealings with general members;
- Maintain up-to-date knowledge of the Students' Union's structures, bylaws, policies, procedures, contracts and rules of order;
- Attend workshops and conferences as may be required from time-to-time; and,
- Work collectively as a team with other members of staff, and specifically with other organizing staff.

Campaigns and Government Relations Duties

The Organizer-Campaigns shall be primarily responsible for campaign development and government relations. These duties include:

- Work with the Director of External Relations, Federation Representative and the Campaigns Working Group to prepare an annual campaigns and government relations strategy to include those campaigns adopted by the BC Federation of Students-BC;
- act as a resource to, and help facilitate, the work of the Campaigns Working Group, and with the Director of External Relations coordinate the execution of the campaigns and government relations strategy throughout the year;
- assist the Executive Director and members of the Board in direct government relations as required, including but not limited to assisting in developing government relations strategies, coordinating government relations meetings, preparing meeting materials and representing the Students' Union at meetings;
- act as a spokesperson to media and the public as from time-to-time may be required and work with Organizer-Communications on research and for news, press and media releases;
- coordinate the Students' Union's coalition work with on-campus unions and such other external organizations with which the Students' Union may affiliate;
- maintain active knowledge of Federation campaigns and relevant social justice campaigns of coalition partners and like-minded organizations that may be relevant to the work of the Students' Union;
- assist in the conduct research on education and social policy to assist in formulation of Students' Union policy positions; and,
- Work with the Organizer-Advocacy to coordinate overlapping education and equity campaigns.

College Relations Duties

The Organizer-Campaigns shall have the following college relations duties:

- Work with the Executive Director, Organizer-Advocacy and Director of College Relations to develop and implement college relations strategies;

- Ensure the Students' Union is represented on all relevant college committees, and makes appropriate and regular representations to the various governance and management bodies within the College;
- Resource elected student representatives on the Education Council, College Board, and other College committees;
- Maintain information regarding the composition of institutional governance structures throughout the province;
- Attend meetings of the College Board, Education Council and others as required;
- Assisting and supporting student representatives on all College governance structures; and,
- Assist in facilitating regular meetings with the College and maintaining positive relations with key College departments.

Research and other Duties

The Organizer-Campaigns shall be primarily responsible for conducting research required by the organization on advocacy campaigns and relates strategies. These duties shall include:

- Undertaking research on education and other related issues to support the advocacy work of the Students' Union;
- Lead and advise on the development, coordination and implementation of Students' Union advocacy campaigns;
- Lead and advise on the local development, coordination and implementation of provincial and national campaigns;
- Assist with and advise on the design, production and distribution of all campaign materials;
- Assist with monitoring of media for issues relevant to the Students' Union;
- Resource and help facilitate the work of the Campaigns Working Group, and other committees and working groups, as needed;
- Attend BCFS Executive Committee Meetings as needed; and,
- Attend Federation meetings and other conferences, as needed.

JOB DESCRIPTION: ORGANIZER-ADVOCACY

Douglas Students' Union & CUPE 2396, Revised July 2022

The Organizer-Advocacy shall be primarily responsible for working with the members of the Board and the Executive Director to execute the advocacy and equity campaigns and membership representation functions of the Students' Union. The Organizer-Advocacy will also assist with external relations and coalition work. The Organizer-Advocacy will work at the Coquitlam and New Westminster campuses as needed.

QUALIFICATIONS

All Organizers shall have the following qualifications:

- 3 to 5 years working in the advocacy, not-for-profit or post-secondary sector;
- A high school diploma plus some post-secondary education;
- Thorough knowledge of the student movement and its aims;
- Experience working on post-secondary education issues, specifically those related to students;
- Experience developing and implementing social justice campaigning and advocacy work;
- Experience executing customer/member service functions;
- Basic experience using word processing, spreadsheet and database software;
- Experience producing reports, making presentations and undertaking basic office administration functions; and
- Experience handling cash and operating a point-of-sale system.

The Organizer-Advocacy shall have the following specific experience:

- Working within college governance structures and interpreting legislation governing the administration of post-secondary institutions;
- Developing and/or implementing a variety of public awareness campaigns;
- Organizing both large and small events;
- Producing promotional materials using graphic design software; and,
- Undertaking case work as an advocate and understand the rules of procedural fairness and principles of natural justice.

DUTIES

Organizing Duties

All Organizers shall have the following common duties:

- Assist with customer service and front-line service delivery, including reception and sales duties;
- Assist with the execution of Students' Union events and activities;
- Assist members of the Board in executing their duties by providing counsel, advice and direct assistance;

- Attend Board, Board sub-committee and general meetings of the Students' Union as a resource person and take meeting notes as required;
- Proactively promote the benefits of membership in the Students' Union and BC Federation of Students in execution of duties and dealings with general members;
- Maintain up-to-date knowledge of the Students' Union's structures, bylaws, policies, procedures, contracts and rules of order;
- Attend workshops and conferences as may be required from time-to-time; and,
- Work collectively as a team with other members of staff, and specifically with other organizing staff.

Advocacy and Students' Union Collective Duties

The Organizer-Advocacy shall be primarily responsible for conducting research and implementation of a variety of equity campaigns and strategies through supporting the work of the Students' Union Collectives (Indigenous Students' Collective, Pride Collective, Students' with Accessibility Needs Collective and Women's Collective). These duties shall include:

- Orientation and training for the Constituency Representatives to the Students' Union Collectives;
- Work with the Constituency Representatives and other board members to prepare and annual advocacy and equity strategy;
- Planning and executing events and initiatives for the Students' Union Collectives;
- Maintain materials, research and track activities of the Students' Union Collectives;
- Undertaking research on social justice and other related issues to support the advocacy work of the Students' Union;
- Maintain awareness of Federation research and research from other social justice organizations that may be relevant to the work of the Students' Union;
- Lead and assist with the development, coordination and implementation of seminars, workshops, lectures, and other advocacy events for the members of the Students' Union; and
- Work with the Organizer-Campaigns to coordinate overlapping education and equity campaigns.

College Relations

The Organizer-Advocacy shall have the following college relations duties:

- Work with the Executive Director, Organizer-Campaigns and Director of College Relations to develop and implement college relations strategies;
- Ensure membership representation on all college committees through the develop and maintenance of a framework to recruit, train and support members on college committees;
- Attend meetings of the Education Council and others as required;
- Assisting and supporting student representatives on all College governance structures; and,

- Assist in facilitating regular meetings with the College and maintaining positive relations with key College departments.

Ombudsperson

The Organizer-Advocacy shall be primarily responsible for supporting members in the Ombudsperson role. These duties include:

- Provide members guidance and advice on their appeals or complaints under the policies of Douglas College based on college policies, the principles of natural justice and procedural fairness rules;
- Assist members in the preparation for appeals and complaints;
- Attend meetings between students and College representatives to both assist students in filing appeals, and serve as a witness on behalf of students;
- Maintain up-to-date knowledge of the College policies, procedures, regulations and decisions regarding student appeals;
- Accurately track all meetings with students noting each student claim, background information, actions taken and outcomes achieved;
- Work collaboratively with the College's Director of Student Services and other College staff to resolve issues appropriately;
- Regularly review cases with the Executive Director and seek legal counsel where appropriate; and,
- Provide an annual report on all appeal work undertaken and any recommendations to management for changes to the appeal system or issues that should be pursued with the University.

Other Duties

- Resource and help facilitate the work of DSU committees and working groups, as needed;
- Attend BCFS Executive Committee Meetings as needed; and,
- Attend Federation meetings and other conferences, as needed.

JOB DESCRIPTION: ACCOUNTING AND FINANCE COORDINATOR
Douglas Students' Union & CUPE 2396, Revised July 2022

QUALIFICATIONS

The Financial Coordinator shall have the following knowledge and qualifications:

- Excellent accounting skills and full cycle accounting experience, 3 to 5 years' experience working in an accounting role+;
- Experience working in a non-profit organization with an elected board structure, and knowledge and understanding of non-profit structures;
- A recognized accounting designation or degree (a four-year degree in accounting or CPA designation);
- Ability to accurately analyze, interpret, summarize, and present financial information
- Experience in handling cash and operation a point-of-sale system;
- Computer skills within a PC and MAC environment, including familiarity with Microsoft Office, Google Documents/Sheets/Drive, plus expert knowledge of Simply Accounting; and
- Excellent organizational, communication, interpersonal and problem-solving skills.

DUTIES

Regular Accounting and Bookkeeping Duties

The Finance and Accounting Coordinator shall:

- Maintain an accurate record of all revenues, expenditures, assets, liabilities and equity of the Students' Union through all its accounts and holdings;
- Undertake all payroll functions and maintain payroll accounts, including administering all deductions and remittances, including CUPE remittance reporting;
- Execute the timely collection of all receivables and payment of all payables with maintenance of records thereof;
- Issue payments and reimbursements to directors and staff in a timely manner, and manage the organization's petty cash;
- Liaise with the Students' Union's financial institutions, reconcile monthly bank statements, and regularly deposit cash;
- Undertake the preparation of materials and documents to support the Students' Union's external audit, and work collaboratively with the external auditing firm for the production of the annual audit;
- Liaise with Douglas College regarding issues of fee collection, accounts payable and receivable, and the exchange of data in support of the health and dental plan;
- Provide regular financial reports as required by the Board and Executive Director;
- Provide direction and guidance to other staff executing financial transactions related to sales and front-line duties;
- Assist the Club's Coordinator with information in producing year-to-date statements for club executives, maintain a separate ledger for clubs, process and deposit club revenues, issue payments and reimbursements based on approved documentation;

- Ensure an annual inventory is taken of all capital assets of the Students' Union;
- Ensure maintenance of files related to financial activities and transactions; and
- Perform year-end procedures and reconciliations, including year-end working papers for the Society's annual audit.

Financial Coordination and Compliance Duties

The Finance and Accounting Coordinator shall:

- Work with the Executive Director and appropriate members of the Board of Directors to develop the annual budget in accordance with Students' Union policies;
- Provide timely and knowledgeable advice to Board and Executive Director on matters relating to the Students' Union's finances and financial position;
- Work with the Service Coordinator to track facility maintenance and repairs to ensure accurate billings for work completed by trades and other contractors;
- Work with the Executive Director to ensure the Students' Union maintains appropriate commercial, building and property and casualty insurance policies;
- Assist with the onboarding of new staff and the processing of staff departures, specifically processing necessary reporting for the Canada Revenue Agency and regulatory agencies;
- File necessary documentation with the Regulatory Agencies, including annual reports, change of directors and notification of special resolution forms;
- Regularly file the necessary documentation with Douglas College to ensure the maintenance of Students' Union Fee Collection;
- Administer the staff health and dental plan and other benefit plans for employees;
- Administer the student health and dental plan; and
- Advise the Board and Board Committees on internal controls, financial practices and other matters related to the financial governance of the Students' Union.

Other Duties

The Accounting and Finance Coordinator shall:

- Attend meetings of the board, students' union orientations, and general meetings as may be required from time-to-time;
- Maintain up-to-date knowledge of the Students' Union's structures, bylaws, policies, procedures, contracts and rules of order;
- Attend workshops and conferences as may be required from time-to-time;
- Assist with the maintenance of students' unions files;
- Provide advice and consultation regarding the administration of the student health and dental plan, including advising the Executive Director and Board of Directors on contract negotiations, products and services;
- Resource and help facilitate the work of DSU committees and working groups, as needed;
- Attend BCFS Executive Committee Meetings as needed; and,
- Attend Federation meetings and other conferences, as needed.

JOB DESCRIPTION: STUDENT ASSISTANT
Douglas Students' Union & CUPE 2396, Revised July 2018

The Students' Union hires students to fulfil part-time positions to provide basic reception, member service, and other such duties per Article 4, Section 3(d) of the Collective Agreement. Student Assistant positions shall not replace work of full-time staff roles.

Student Assistants shall have the following qualifications:

- Knowledge of the Students' Union and its aims;
- Experience handling cash, operating a POS, and processing payments;
- Experience serving customers;
- Good organisational skills and ability to multitask;
- Computer skills including knowledge of MS Office software and Google Suite;
- Ability to communicate effectively verbally and in writing; and
- Ability to operate basic office equipment.

General Duties

- Assisting with the provision of the Union's services including, but not limited to, the following:
 - printing, photocopy/fax, and computer access;
 - student discounts/International Student Identity Cards;
 - poster approvals;
 - health and dental plan;
 - students' union lounge/general spaces;
 - club inquiries and requests;
 - locker rentals;
 - food bank; and,
 - student space booking requests.
- Operating the point-of-sale system, processing transactions, making change, reconciling till floats, and other such cash handling/point of sale duties;
- Operating the phone system and providing reception duties;
- Responding to member enquiries about Students' Union services and functions, and informing members about coming events and campaigns;
- Maintaining and tidy kiosk/general office and kitchenette area;
- Filing;
- Performing data entry;
- Maintaining and updating College bulletin boards;
- Assisting clubs with room bookings and equipment rentals;
- Compiling media clippings; and,
- Performing other general office duties as required.

LETTER OF UNDERSTANDING #1

LETTER OF UNDERSTANDING

BETWEEN

**CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2396**

AND

DOUGLAS STUDENTS' UNION

**RE: Article 31 Health and Welfare Benefits &
Appendix 2, Schedule of Benefits**

The parties agree that during the life of this collective agreement, they will jointly investigate the possibility and feasibility of improving the schedule of benefits outlined in Appendix II, which shall include but not be limited to:

- Reviewing and where agreed, increasing the annual and lifetime caps listed for existing services;
- Identifying and rectifying gaps in health and dental benefits outlined in the appendix;
- Reviewing and improving the health and dental benefits insurance provided by the Employer to cover a greater proportion of the benefits listed in the appendix;
- Including an Employee Assistance Program to the appendix;
- Creating a health and wellness spending account for such items as fitness membership and preventative healthcare expenses; and
- Making other such improvements to the appendix that the parties agree will add value to the benefits provided, and improve the health and welfare of employee.

DOUGLAS STUDENTS' UNION

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2396

"Nikie Lal, Director"

"Tracy Ho, President"

"Melissa Chirino, Director/SRO"

"Roxana Matasa, Secretary-Treasurer"

LETTER OF UNDERSTANDING #2

**LETTER OF UNDERSTANDING
BETWEEN
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2396
AND
DOUGLAS STUDENTS' UNION
RE: ARTICLE 32 RRSP IN LIEU OF PENSION**

The parties agree that during the life of this collective agreement, they will jointly investigate the possibility and feasibility of improving pension benefits outlined in Article 32, RRSP in Lieu of Pension, through some combination of:

- Joined the CUPE/SEIU Multi-Sector Pension Plan; and/or
- Creating a Group RRSP programs; and/or
- Reviewing, with the goal of increasing, the benefit provided to employees under this article.

DOUGLAS STUDENTS' UNION

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2396

"Nikiel Lal, Director"

"Tracy Ho, President"

"Melissa Chirino, Director/SRO"

"Roxana Matasa, Secretary-Treasurer"

LETTER OF UNDERSTANDING #3

**LETTER OF UNDERSTANDING
BETWEEN
DOUGLAS STUDENT'S UNION
AND
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2396**

RE: Health and Wellness Spending Accounts

The Employee proposes that a health and wellness spending account be created for each permanent full-time employee whose MSP was covered by the Employer during the span of the current collective agreement, and any future permanent full-time employee. Savings realized by the Employer due to legislative reductions in Medical Services Plan premiums will contribute to the funding for the accounts. The amount of the benefit per person per year shall be set at the full cost of MSP for a single person for twelve (12) months, based on the 2017 MSP premiums (\$900 annually). The health and wellness spending accounts will reset at the conclusion of each calendar year with no carry-over and shall be credited with the full amount upon January 1, 2018, and each subsequent January 1 thereafter. If premiums are reinstated due to provincial legislation, the Health and Wellness Spending Accounts will be adjusted according to any premium increases. If the premiums were raised, that amount in the account would be decreased."

The Parties agree to, that the newly created Health and Wellness Spending Account (HWSA) will be available to employees as outlined below:

Coverage:

The Employer agrees to maintain flexibility and fairness in the administration of the HWSA and to encourage greater overall wellness with the employee.

- a. All permanent full-time employees of Local 2396 are eligible to access the spending account (including Spouses and Dependents) and will include future permanent full-time employees.
- b. Costs eligible for reimbursement will include, but not limited to, items such as:
 - i. fitness passes and memberships – i.e., yoga, gym, martial arts, spin, etc.
 - ii. fees for team sports
 - iii. sporting equipment – i.e., running shoes (no more than 1 pair per 6 months), bicycles, yoga mats, skis, stationary fitness equipment, etc.

- iv. non-cosmetic spa treatments – treatments not covered under the base extended benefits plan
 - v. health or wellness retreats – must be registered business
 - vi. Exclusions – items such as, medical marijuana, protein and workout powder, non-medical remedies, etc.
- c. The HWSA may be used to extend or cover the use of current extended health benefits that may not be otherwise covered through the base extended benefits plan (i.e., vision care, etc.).
- d. Costs for extending mental health benefits will be reimbursed as well as alternative mental health options that may not be otherwise covered through the base extended benefits plan.

Reimbursement:

- i. Reimbursement will be on an as required basis upon submission of receipt of the eligible employee. Receipts can be submitted at any point throughout the year.
- ii. All reimbursements will be approved by the SRO before payment is issued and may be pre-approved with adequate notice of the employee to the SRO.

Dispute Resolution:

Should a situation arise where the costs submitted are not approved by management, the parties agree to form an ad hoc committee to make a determination on eligibility prior to any other dispute resolution process taking place such as the grievance procedure. This ad hoc committee shall be composed of two members from the Employer and two members from Local 2396. Decisions made by this committee are without prejudice and do not preclude the union from following the grievance procedure.

DOUGLAS STUDENTS' UNION

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 2396

Francis Ataiza, Director/SRO

Tracy Ho, President

Mitchel Gamayo, Director

Roxana Matasa, Secretary-Treasurer