

# **COLLECTIVE AGREEMENT**

Between:

**College Institute Educators' Association of British Columbia**  
(the "Employer")

And:

**Canadian Union of Public Employees Local 1004**  
(the "Union")

**October 1, 1997 to September 30, 2001**

## TABLE OF CONTENTS

ARTICLE 1:	RECOGNITION.....	1
ARTICLE 2:	DUES CHECK-OFF AND UNION SECURITY.....	1
ARTICLE 3:	PICKET LINES.....	1
ARTICLE 4:	UNION BUSINESS.....	2
ARTICLE 5:	OTHER EMPLOYEE RIGHTS .....	3
	5.2 SEXUAL AND PERSONAL HARASSMENT .....	3
	5.4 DEFERRED SALARY LEAVE.....	5
ARTICLE 6:	EMPLOYER RIGHTS.....	6
ARTICLE 7:	GRIEVANCE AND ARBITRATION .....	6
ARTICLE 8:	APPOINTMENT OF EMPLOYEES .....	7
	8.1 DEFINITION OF EMPLOYEES .....	7
	8.2 APPOINTMENT OF EMPLOYEES.....	8
	8.3 PROBATION—REGULAR EMPLOYEES .....	9
	8.4 PROBATION—TEMPORARY AND CASUAL EMPLOYEES .....	9
ARTICLE 9:	NEW CLASSIFICATIONS.....	9
ARTICLE 10:	EMPLOYEE APPRAISALS .....	10
ARTICLE 11:	JOB VACANCIES AND OTHER APPOINTMENTS.....	10
ARTICLE 12:	SENIORITY, LAY-OFF AND RECALL .....	10
ARTICLE 13:	DISCIPLINE .....	12
ARTICLE 14:	HOURS OF WORK, OVERTIME AND LEAVES .....	12
ARTICLE 15:	SALARIES.....	14
	15.1.1 ADMINISTRATIVE ASSISTANT (APPENDIX C).....	14
	15.1.2 FINANCIAL ASSISTANT (APPENDIX D).....	14
	15.2.1 STAFF REPRESENTATIVE (APPENDIX B).....	14
	15.3 STAFF REPRESENTATIVE SALARY PLACEMENT AND PROGRESSION .....	15
ARTICLE 16:	TEMPORARY UPGRADING.....	15
ARTICLE 17:	ANNUAL VACATION .....	16
	17.1 SUPPORT STAFF EMPLOYEES .....	16
	17.2 STAFF REPRESENTATIVE EMPLOYEES.....	16
	17.5 VACATION APPROVAL AND SCHEDULING .....	16
ARTICLE 18:	PAID HOLIDAYS.....	17
ARTICLE 19:	PROFESSIONAL DEVELOPMENT/STAFF TRAINING .....	18

19.1	REGULAR FULL-TIME EMPLOYEES .....	18
19.2	REGULAR PART-TIME EMPLOYEES .....	18
19.5	STAFF TRAINING .....	18
19.6	PROFESSIONAL DEVELOPMENT .....	19
ARTICLE 20:	BENEFITS AND PENSIONS .....	20
20.3	PENSION PLAN .....	20
ARTICLE 21:	EXPENSES .....	21
21.3	OUT OF TOWN TRAVEL EXPENSES .....	21
21.4	IN-TOWN EXPENSES .....	23
21.5	OVER-TIME MEAL ALLOWANCE .....	23
21.6	CHILD CARE .....	23
ARTICLE 22:	AUTOMOBILE TRANSPORTATION .....	24
ARTICLE 23:	SICK LEAVE .....	24
ARTICLE 24:	MATERNITY/PATERNITY/ADOPTION LEAVE .....	25
ARTICLE 25:	POLITICAL LEAVE .....	26
ARTICLE 26:	OTHER LEAVES .....	26
ARTICLE 27:	JOB SHARING .....	27
ARTICLE 28:	TERM OF AGREEMENT .....	28
ARTICLE 29:	GENERAL .....	28
ARTICLE 30:	LABOUR MANAGEMENT COMMITTEE .....	29
ARTICLE 31:	INFORMATION TO THE UNION .....	30
APPENDIX A:	SENIORITY LIST .....	31
APPENDIX B:	STAFF REPRESENTATIVE JOB DESCRIPTION .....	32
APPENDIX C:	ADMINISTRATIVE ASSISTANT JOB DESCRIPTION .....	37
APPENDIX D:	FINANCIAL ASSISTANT JOB DESCRIPTION .....	40
APPENDIX E:	BENEFITS .....	43
APPENDIX F:	LETTER OF AGREEMENT: DEFERRED SALARY LEAVE PLAN .....	44
APPENDIX G:	LETTER OF AGREEMENT: DUTIES OF EMPLOYEES .....	45
APPENDIX H:	LETTER OF UNDERSTANDING: BENEFITS REVIEW .....	46

# **COLLECTIVE AGREEMENT**

Between:  
**College Institute Educators' Association of British Columbia**  
(the "Employer")

And:  
**Canadian Union of Public Employees Local 1004**  
(the "Union")

## **Article 1: RECOGNITION**

- 1.1 The Employer recognizes the Union as the sole collective bargaining agent for all Employees of the Employer except the President and an elected representative functioning in accordance with Article 2.3.
- 1.2 Within this Collective Agreement, President means President of CIEA, or another person designated by CIEA.

## **Article 2: DUES CHECK-OFF AND UNION SECURITY**

- 2.1 All Employees shall, as a condition of employment, acquire and maintain Union membership and all Employees shall pay monthly dues to CUPE 1004. Such payment will be made by payroll deduction in accordance with the provisions of Section 16 of the *Labour Relations Code*.
- 2.2 The Employer shall forward the collected dues by cheque to the Secretary-Treasurer of the Union within one month of such deduction.
- 2.3 No work regularly performed by Administrative Assistant/Financial Assistant Employees in the bargaining unit shall be contracted out or be performed by anyone other than an Administrative Assistant/Financial Assistant Employee. Persons not covered by this Agreement shall not perform work that is normally performed by Employees covered by this Agreement, except:
  - a) in the case of emergency,
  - b) work that has traditionally been performed by members of CIEA with regard to strikes, CIEA committees, and internal and external CIEA political activities, or
  - c) any work traditionally done by the CIEA President, provided that such work does not result in the lay-off of bargaining unit members.

## **Article 3: PICKET LINES**

3.1 Employees shall not be required to cross picket lines or to perform struck work.

**Article 4: UNION BUSINESS**

4.1 Union members shall be allowed reasonable time during working hours without loss of pay for the purpose of attending meetings with CUPE Local 1004 representatives and/or processing grievances and of meeting with the Employer with respect to negotiation of a collective agreement, administration of the collective agreement, and other collective bargaining matters.

4.2 A Union member may request leave of absence without pay for purposes relating to Union activities. Such leave shall not be unreasonably withheld. Requests for such leave of absence shall be given precedence over any other applications for leave on the same day.

4.3 The Employer agrees that any officer of the Union who is on leave of absence for the purpose of performing his/her duties as an officer of the Union or any affiliated body shall not lose seniority in the service of the Employer and shall continue to accumulate seniority and vacation entitlement while performing such duties. Paid vacation taken for the year in which the Leave of Absence is taken will be prorated by the ratio of days actually worked divided by the days the participant would have worked but for the Leave of Absence. Upon retirement from duties as an officer of the Union, such former Union officer shall be entitled to return to his/her former position.

4.4 With respect to any leave of absence granted without pay, the Employer shall maintain the Employee's salary and benefits for the period of the leave of absence, and shall invoice the Union for the cost of salary and benefits. The Union shall reimburse the Employer within sixty (60) days for the cost of salary and benefits assigned to the leave. Where the leave of absence is for a duration of five (5) or fewer continuous days, the Employer shall bill the Union for wages only.

4.5 The Employer shall provide at the site of employment a bulletin board for Union business and announcements of interest to Union members. The location shall be in the business offices at a place agreeable to the Union.

## **Article 5: OTHER EMPLOYEE RIGHTS**

5.1 There shall be no discrimination for any reason.

### **5.2 Sexual and Personal Harassment**

#### 5.2.1 Sexual Harassment:

All Employees have the right to work in an environment free from sexual and personal harassment. For the purposes of this clause and without limiting the foregoing, sexual harassment includes:

- a) Unwanted sexual attention made by a person who knows or ought reasonably to know that such attention is unwanted, or
- b) Unwanted physical contact such as touching, patting, pinching or punching, or
- c) Implied or expressed promise of reward for complying with a sexually oriented request, or
- d) Implied or expressed threat of reprisal, in the form either of actual reprisal or the denial of opportunity, for refusal to comply with a sexually oriented request, or
- e) The inappropriate display of sexually oriented literature, pornographic or offensive material, or
- f) Remarks or behaviour which may reasonably be perceived to create a negative psychological and emotional environment for work.

#### 5.2.2 Personal Harassment:

For the purposes of this article and without limiting the foregoing, personal harassment includes:

- a) Physical threat, intimidation, or assault or unwelcome physical contact such as touching, patting, pinching and punching, or
- b) Unwelcome behavior or comment that is directed at or offensive to any Employee that demeans, belittles, causes personal humiliation or embarrassment to the Employee, or any Employees, or

- c) Implied or expressed promise of reward or threat of reprisal, or the denial of opportunity for refusal to comply with a request which is unrelated to an Employee's assigned duties, or
- d) The improper use of power and authority inherent in the position held, so as to endanger an Employee's position, threaten the economic livelihood of the Employee, or in any way interfere with or influence the career of such an Employee.

5.2.3 Employees may process complaints about harassment through the grievance procedure, subject to the following changes:

- a) Where a person who is the subject of the complaint is the Employer representative at any stage of the grievance procedure then the Union may bypass that stage of the procedure or present the grievance to another appropriate Employer representative;
- b) Employer and Union representatives in the course of investigating a complaint of harassment shall have due regard for the privacy and confidentiality of any and all persons involved in the complaint;
- c) An arbitrator in the determination of a complaint of harassment shall take reasonable steps to protect the interest of all parties in privacy and confidentiality in the determination of procedural and evidentiary matters, subject to the requirement of fairness to all parties;
- d) Where the complainant and the person who is the subject of the complaint are both members of the bargaining unit, then the arbitrator seized with a grievance of harassment shall also have jurisdiction in respect of any grievance arising from related discipline of the Employee who is the subject of the complaint.
- e) An Arbitrator has the authority to fashion a settlement, which can include instructions designed to accommodate the needs of the complainant. Where such action causes detriment, the detriment shall fall upon the harasser and not other bargaining unit Employees.
- f) No information relating to the grievor or alleged harasser's personal background or lifestyle shall be admissible during the grievance or arbitration process.

- 5.2.4 Employees against whom a grievance or complaint has been filed pursuant to this Article shall have the right to know what allegations have been made against them, and shall have the right to Union representation at all meetings, interviews, and hearings where the Employee's presence is requested.
- 5.2.5 Complainants have the right to Union representation at all meetings, interviews and hearings where the complainant's presence is requested.
- 5.2.6 Time limits shall be waived for filing grievances under this Article; however, grievances filed beyond 6 months after the last incident may be denied on the grounds of unreasonable delay. The Employer assumes the burden of proof of unreasonable delay.
- 5.2.7 If the complainant chooses to file a simultaneous complaint with the Human Rights Council, the grievance procedure shall be exhausted before the Human Rights complaint proceeds to hearing. However, a grievance cannot be denied solely on the grounds that the complaint has been lodged with the Human Rights Council and the Council chooses to act on the complaint.
- 5.3 Notwithstanding any other provision of this Agreement, or any provisions of the *Employment Standards Act*, the benefits set out in the *Employment Standards Act* shall be deemed to be the minimum standards of employment under this Agreement, and will apply except where a provision more beneficial to the Employees is set out in this Agreement.
- 5.4 Deferred Salary Leave

The Parties Agree that a Deferred Salary Leave Plan shall be implemented during the term of the agreement. Regular Employees shall be eligible to participate after two years of service with the Employer. The Leave period shall be no less than four months and no more than one year. Not more than one staff representative and one support staff shall be permitted leave at one time. On return from leave the Employee shall be reassigned to his/her former position.

The Deferred Salary Leave Plan shall be per Appendix F.



**Article 6: EMPLOYER RIGHTS**

6.1 Except as this Agreement otherwise specifies and subject to the job descriptions appended to this Agreement, the Employer retains the right to assign duties and to manage and direct Employees, provided such rights are exercised fairly and reasonably.

**Article 7: GRIEVANCE AND ARBITRATION**

7.1 All grievances concerning the operation or application of this Agreement will first be discussed with the CIEA President. If no agreement is reached, the grievor may submit the grievance in writing, and the President will give a formal written response. If the grievance is not resolved, the grievor may submit the grievance in writing to the CIEA Executive, and the Executive will give a formal written response. A grievance must be filed in writing within forty working days of the alleged violation of the Agreement.

7.2 If a grievance is not resolved satisfactorily, it may be referred to a single arbitrator, who will be selected on a rotating basis from the following list:

Shona Moore  
Wayne Moore  
Lynn Smith

7.3 The arbitrator will hear the dispute within 30 days of being appointed and will render a decision as soon as possible thereafter. The arbitrator's decision will be binding on both parties.

7.4 The arbitrator has jurisdiction to hear and determine the real issue in dispute and to decide the matter in accordance with law and equity, to extend time limits, and to relieve against technical irregularities.

7.5 The arbitrator's fees and expenses will be shared by the parties, the Employer paying 50% and the Union paying 50%. The Union and the Employer are each responsible for their own costs of representation.

## **Article 8: APPOINTMENT OF EMPLOYEES**

### **8.1 Definition of Employees:**

#### **8.1.1 Regular Full-Time:**

A Regular Full-Time Employee is any person employed on a full-time permanent basis whose duties fall within the bargaining unit as defined in Article 1.1 of this Agreement and who has completed the probationary period.

#### **8.1.2 Regular Part-Time:**

A Regular Part-Time Employee is any person employed on a continuing basis for less than the normal hours of work or work week, whose duties fall within the bargaining unit as defined in Article 1.1 and who has completed the probationary period. Regular Part-Time Employees shall be covered by all conditions of the Agreement, except as follows:

- a) With the exception of Employees on Job Sharing arrangements, there shall be no more than 20% of the total Employees engaged in part-time work. In the event that 20% equals less than one (1) Employee, one Part-Time Employee may be hired. This provision may be waived by mutual agreement between the Employer and the Union;
- b) Part-Time Employees on sick leave shall receive a pro-rated salary based on the number of hours normally worked in a week for up to thirty (30) working days as per clause 8.1.2 (iv), after which time they shall receive salary continuance benefits, pursuant to Article 20.4;
- c) Vacation entitlement for Part-Time Employees shall be provided in Article 17.1 based on the anniversary date of hire. As per clause 8.1.2 (iv), Part-Time Employees shall receive pro-rated vacation pay based on the number of hours normally worked in a week;
- d) Benefits, other than Appendix F, and other leaves for Part-Time Employees shall be pro-rated to provide the normal level of income for the contractual period, calculated in weeks;

- e) Paid holidays on which a Part-Time Employee is not scheduled to work shall be pro-rated based on the number of hours worked in the four (4) week period immediately preceding the statutory holiday.

8.1.3 Temporary:

- a) A Temporary Employee is one so informed by the Employer at the start of employment.
- b) A Temporary Employee may only be hired to replace a Regular Employee on paid or unpaid leave pursuant to the terms of the Collective Agreement, or to replace an Employee on a Job Sharing appointment.

8.1.4 Casual:

Casual Employees shall be those Employees hired for extra or relief work for periods of up to one (1) month. Such Employees shall be paid at the salary rates provided in this Agreement plus 15% in lieu of benefits, inclusive of vacation and statutory holidays. An extension of the time period may be arranged by mutual agreement between the parties.

**8.2 Appointment of Employees:**

- 8.2.1 The appointment of Employees shall indicate whether the appointment is Regular, Temporary or Casual and whether the appointment is Full-Time or Part-Time.
- 8.2.2 The appointment of Employees shall be within one of the classifications of Staff Representative, Administrative Assistant or Financial Assistant.
- 8.2.3 A Temporary Employee shall not attain Regular status during the period of his/her temporary appointment.
- 8.2.4 In accordance with clause 8.1.4, the Employer may also hire Casual Employees to replace Regular Employees who are absent or on leave under the provisions of this Agreement.

### **8.3 Probation—Regular Employees:**

- 8.3.1 Every new Regular Staff Representative Employee shall be on probation for the first six (6) months of employment.
- 8.3.2 Every new Regular Administrative Assistant/Financial Assistant Employee shall be on probation for the first three (3) months of employment.
- 8.3.3 The CIEA Executive shall appraise new Regular Employees during their probationary periods. If no appraisal is carried out, an Employee's performance shall be deemed to be satisfactory.
- 8.3.4 Upon the successful completion of the probationary period, an Employee shall become a Regular Employee and shall be placed on the seniority list in order of their date of appointment.
- 8.3.5 In the event that a Regular Employee's appointment is not confirmed at the end of the probationary period, the Employer shall give the Employee at least 3 weeks' notice (or pay in lieu of notice) of the termination.

### **8.4 Probation—Temporary and Casual Employees:**

- 8.4.1 There shall be no probation period for Temporary or Casual Employees.
- 8.4.2 In the event that a Temporary Employee becomes Regular, the time worked as a Temporary Employee for any continuous period of four (4) months or more with a satisfactory appraisal shall be considered as part or all of the probationary period.

## **Article 9: NEW CLASSIFICATIONS**

- 9.1 Should a new classification be created during the life of this Collective Agreement, in addition to those positions described in the job descriptions appended to this Agreement (Appendices B, C, D), the parties will negotiate a rate of pay and other terms relevant to that position. In the event the parties cannot agree, these matters may be referred to arbitration as provided in Article 7. Such new terms will be effective from the first day of the new classification.

## **Article 10: EMPLOYEE APPRAISALS**

- 10.1 The Employer may conduct formal appraisals of a Regular Employee's performance. The procedures for such appraisal shall be worked out in consultation with the Employee and the Union.
- 10.2 The Employer shall conduct formal appraisals of every Temporary Employee upon the completion of their appointment. The appraisal should follow closely the criteria for formal appraisal for Regular Employees.

## **Article 11: JOB VACANCIES AND OTHER APPOINTMENTS**

- 11.1 Job Vacancies: When a job vacancy occurs, the job shall be posted for five (5) working days. First consideration shall be given to the existing Regular Employees, then to Temporary Employees, then to new hires.
- 11.2 In making promotions, transfers, and demotions, the Employer shall award the position to the most senior Regular Employee applicant.
- 11.3 In filling vacant positions, the Employer shall award the position to the senior qualified Regular Employee applicant.
- 11.4 In filling vacant positions where there are no Regular Employee applicants for the position, the Employer shall award the position to the qualified Temporary Employee applicant who has exhibited satisfactory performance, and with the greatest total accumulated service.
- 11.5 Qualifications for a new or vacant position and the determination of whether or not the Employee is qualified for the position shall be determined by the Employer in consultation with the Union.

## **Article 12: SENIORITY, LAY-OFF AND RECALL**

- 12.1 Seniority for a Regular Employee is defined as the length of the Employee's continuous employment (Full or Part-Time) from the date of commencement of Regular employment, plus time worked as a Casual or Temporary Employee.

**Casual and Temporary Employees shall accrue seniority on an hourly basis.**

- 12.2 During all leaves of absence from work, a Regular Employee's seniority shall be maintained.

12.3 Order of Lay-Offs:

12.3.1 Casual and Temporary Employees will be laid off in reverse order of seniority before any Regular Employees.

12.3.2 Regular Employees: Lay-offs shall occur in reverse order of seniority within the appropriate seniority unit, subject to the ability of the remaining Regular Employee(s) to perform the work available. Disputes on the issue of such ability may be referred directly to arbitration. The seniority placement of each Regular Employee is given in Appendix A.

12.4 Regular Employees with over five years service shall receive at least five (5) months notice of lay-off, or pay in lieu of notice. Other Regular Employees shall receive at least three (3) months notice of lay-off or pay in lieu of such notice. Temporary Employees shall receive at least two (2) months notice, or pay in lieu of notice, if lay-off occurs prior to the end of the Employee's term of employment. Casual Employees shall receive at least two (2) weeks notice, or pay in lieu of such notice, if lay-off occurs prior to the end of the Employee's term of employment.

12.5 For a period of two (2) years following the date of lay-off, laid-off Regular Employees shall have the right of recall to any position for which they are qualified except where the Employer, in consultation with the Union, determines that the Employee does not have the capabilities and qualifications to perform the work. Recall will be in the order of seniority.

12.6 Temporary and Casual Employees — Right of Recall:

12.6.1 For a period of two (2) years following the end of their employment term, Temporary Employees shall have the right of recall on a seniority basis to fill any Temporary or Casual position for which they are qualified, subject to 12.5. A Casual position shall count as time worked for a Temporary Employee.

12.6.2 For a period of two (2) years following the end of their employment, Casual Employees shall have the right of recall on a seniority basis to fill any Casual position for which they are qualified, subject to 12.5 and 12.6.1'

12.6.3 If a vacancy for a Regular position occurs, the most qualified Temporary Employee applicant shall be awarded the position in accordance with Article 11.1 above.

12.7 The Employer shall lay-off Employees only for lack of work, or shortage of funds.

12.8 Severance: Upon lay off, a regular Employee shall receive severance pay of one month's salary for each year of service to a maximum of six (6) months.

### **Article 13: DISCIPLINE**

- 13.1 The Employer shall not dismiss, suspend, demote, or discipline an Employee bound by the Collective Agreement except for just and reasonable cause. In case of a dismissal, suspension, demotion, or reprimand, the Employer shall give written notification of and reasons for the action taken.
- 13.2 An Employee shall have a union representative present at any discussion with supervisory personnel, which could form the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall notify the employee in advance of the purpose of the interview.

### **Article 14: HOURS OF WORK, OVERTIME AND LEAVES**

- 14.1 The hours of work for Administrative and Financial Assistants shall total sixty-five (65) hours per fortnight assigned over nine (9) days. Regular hours assigned in any one day shall not exceed 7.25 hours. The core hours of work for Staff Representative Employees shall be seven (7) hours and duties shall normally be performed between 09:00 and 17:00 hours, Monday to Friday.
- 14.2 Staff Representative Employees will accrue six (6) days of paid time off in each calendar half-year. These days must be taken during the half-year in which they are accrued, and they do not carry forward. Except by agreement of the Employer, no more than two (2) days accrual time shall be taken at one time. The scheduling of accrual days off is subject to the Employer's approval.
- 14.3 For the purpose of computing overtime for Administrative Assistant/Financial Assistant Employees, all time worked before and after the regularly established working day (7.25 hours per day for Full-Time Employees; 7.25 hours per day for Part-Time Employees) shall be considered as overtime and paid at the rate of one hundred and fifty percent (150%) for the first two (2) hours and two hundred percent (200%) thereafter of the Employee's pro-rated hourly rate.

All time worked on Saturdays shall be considered as overtime and paid at the rate of one hundred and fifty percent (150%) of the Employee's pro-rated hourly rate.

All time worked on Sundays, or on a Statutory Holiday as provided in Article 18, or on a day granted in lieu thereof, shall be considered as overtime and paid at the rate of two hundred percent (200%) of the Employee's pro-rated hourly rate.

Overtime must be authorized by the Employer.

Administrative Assistant/Financial Assistant Employees will have the option of overtime pay, or time off in lieu of pay, for all overtime worked.

Overtime for Administrative Assistant/Financial Assistant Employees is voluntary, and such Employees have the right to refuse overtime. Overtime will be shared by the Administrative Assistant/Financial Assistant Employees.

- 14.4 Staff Representative Employees shall receive compensatory time off at straight time for evening (i.e., after 5 p.m.) and weekend work done at the Employer's request and at double time for work on vacation or statutory holidays done at the Employer's request. A Staff Representative Employee shall not receive compensatory time off for time worked during evenings (as defined in this Article), weekends, vacation, or statutory holidays in lieu of core hours. The scheduling of compensatory time off must be approved by the Employer; such approval shall not be unreasonably withheld. The Employer shall normally provide a decision on a request for compensatory time off within forty-eight (48) hours of receipt of such a request, and approval shall not be unreasonably withheld.

Notwithstanding the above, when a Staff Representative is requested to work overtime for seven hours or more on a Friday evening or Saturday or both, the Staff Representative may take one day of compensatory time off on the immediately following Monday.

Where a Staff Representative works overtime at the Annual General Meeting and Convention, the Staff Representative may take compensatory time off equivalent to the number of whole (seven hour) days of overtime worked at the Annual General Meeting and Convention. Such time off may be taken on the working days immediately following the Annual General Meeting and Convention.

Employees may elect to reduce their Compensatory Time Off accumulation upon mutual agreement of the Employee and the Employer.

Employees may elect to reduce Compensatory Time Off by any single or combined options of:

- (a) paid time off (arrangements subject to mutual agreement of the Employee and the Employer);
- (b) conversion of Compensatory Time Off to remuneration and transfer to RRSP of the Employee or spouse;
- (c) conversion of Compensatory Time Off to remuneration and payment to the Employee as income.

- 14.5 There shall be two 15-minutes paid breaks per day.



**Article 15: SALARIES**

15.1 The annual salaries (hourly rates) for Administrative Assistant/Financial Assistant Employees shall be as follows:

**15.1.1 Administrative Assistant (Appendix C)**

Applies	Effective 1997/10/01	Effective 1998/10/01	Effective 1999/10/01	Effective 2000/10/01
At start	\$40,497.00 (\$23.96)	\$40,902.00 (\$24.20)	\$41,311.00 (\$24.44)	\$42,137.00 (\$24.93)
After 6 months	\$41,169.00 (\$24.36)	\$41,581.00 (\$24.61)	\$41,997.00 (\$24.85)	\$42,837.00 (\$25.35)

The bi-weekly rate is 1/26 of the annual rate.

**15.1.2 Financial Assistant (Appendix D)**

Applies	Effective 1997/10/01	Effective 1998/10/01	Effective 1999/10/01	Effective 2000/10/01
At start	\$43,097.00 (\$25.50)	\$43,528.00 (\$25.76)	\$43,963.00 (\$26.01)	\$44,842.00 (\$26.53)
After 6 months	\$43,812.00 (\$25.92)	\$44,250.00 (\$26.18)	\$44,693.00 (\$26.45)	\$45,587.00 (\$26.98)

The bi-weekly rate is 1/26 of the annual rate.

Employees shall advance on the scale upon completion of the appropriate period of service (i.e., six months).

15.2 The annual salary (hourly rates) for Staff Representative Employees shall be as follows:

**15.2.1 Staff Representative (Appendix B)**

Applies	Effective 1997/10/01	Effective 1998/10/01	Effective 1999/10/01	Effective 2000/10/01
Step 01	\$64,326.00 (\$35.34)	\$64,969.00 (\$35.70)	\$65,619.00 (\$36.06)	\$66,931.00 (\$36.78)
Step 02	\$67,001.00 (\$36.81)	\$67,671.00 (\$37.18)	\$68,348.00 (\$37.55)	\$69,715.00 (\$38.31)
Step 03	\$69,060.00 (\$37.95)	\$69,751.00 (\$38.33)	\$70,449.00 (\$38.71)	\$71,858.00 (\$39.48)
Step 04	\$71,109.00 (\$39.07)	\$71,820.00 (\$39.46)	\$72,538.00 (\$39.86)	\$73,989.00 (\$40.65)

The bi-weekly rate is 1/26 of the annual rate.

### **15.3 Staff Representative Salary Placement and Progression:**

Full-time Employees shall advance one step on the scale upon completion of each full year of service. Part-time Employees shall advance one step on the scale upon completion of the equivalent of one full year of service.

Any person hired as a Staff Representative Employee shall be placed on Step 1 of the Staff Representative salary scale. Additional steps for initial placement on scale shall be granted by the Employer as follows:

15.3.1 One (1) additional step for the first three (3) years of full-time experience with another Union or similar organization performing duties similar to those of the Staff Representative position in question, and one (1) further additional step for a further two (2) years of such full-time experience,

15.3.2 One (1) additional step for a post-secondary degree (or equivalent) related to the duties of the Staff Representative position in question.

Notwithstanding the foregoing, the Employer shall not be required to make an initial placement higher than Step 3 of the Staff Representative salary scale.

### **15.4 Increment Progression for Temporary and Casual Employees:**

Temporary and Casual Employees shall receive an increment after working eight hundred and forty-five (845) hours.

## **Article 16: TEMPORARY UPGRADING**

16.1 Administrative Assistant/Financial Assistant staff who are required to perform duties normally performed by a Staff Representative shall have their pay adjusted to one and one-half times their normal rate while performing such duties. Such will be calculated in addition to any other premiums which may be payable.

**Article 17: ANNUAL VACATION**

17.1 Support Staff Employees shall receive vacation as follows:

In the first full year of service.....	15 working days
In the second full year of service.....	15 working days
In the third full year of service.....	20 working days
In the fourth full year of service.....	20 working days
In the fifth full year of service.....	25 working days
Subsequent to the fifth full year of service.....	25 working days plus one additional day per full year of service to a maximum of 30 working days

17.2 Staff Representative Employees shall receive vacation as follows:

In the first full year of service.....	20 working days
In the second full year of service.....	20 working days
In the third full year of service.....	25 working days
In the fourth full year of service.....	25 working days
In the fifth & subsequent full years of service....	30 working days

17.3 For partial years of service, vacation shall be pro-rated on the basis of the entitlement for the current year.

17.4 Vacation entitlement is accrued in each anniversary year. An anniversary year is the year beginning with the date first hired to the day prior to one year from that date for the first anniversary and from the anniversary date to each day prior to the next anniversary date for each subsequent year.

Annual vacation is taken within the year in which it is accrued and shall be deducted from the total entitlement for that year. With the Employer's approval, up to 20% of a year's vacation entitlement may be carried over to the following year.

**17.5 Vacation Approval and Scheduling**

17.5.1 Vacation shall be taken at a time approved by the Employer; such approval shall not be unreasonably withheld and shall reasonably accommodate the choice of the Employee. In scheduling the vacations of Employees, the Employer shall make reasonable effort to arrive at an equitable arrangement of vacation schedules for all Employees.

17.5.2 An Employee shall submit a vacation request in writing to the President, signed by the other Employees in his/her appointment category indicating that there are no conflicts or that a conflict exists.

- 17.5.3 The Employer shall respond to vacation requests in writing within two weeks of the initial vacation request. Where there is a conflict of requests among Employees, scheduling of vacation shall be made on the basis of rotation of two initial lists based on seniority compiled for the two categories below:
- Staff Representatives
  - Administrative Assistant/Financial Assistant
- In each subsequent year, the name at the top of each of the two lists will go to the bottom. A new Employee will be placed at the bottom of the list.
- 17.5.4 Employee requests subsequent to the Employer's response in 17.5.3 shall not cause the Employer to alter the decisions of 17.5.3.
- 17.5.5 Changes to an Employee's approved vacation may occur only with the mutual consent of the Employer and the Employee.

## **Article 18: PAID HOLIDAYS**

18.1 Employees will receive the following statutory holidays off with pay:

- a) New Year's Day
- b) Good Friday
- c) Easter Monday
- d) Victoria Day
- e) Canada Day
- f) British Columbia Day
- g) Labour Day
- h) Thanksgiving Day
- i) Remembrance Day
- j) Christmas Day
- k) Boxing Day

Employees will also receive any other day declared a holiday by the Federal, Provincial, or Municipal governments.

- 18.2 When a holiday referred to in 18.1 falls in an Employee's vacation period or on a weekend, the Employee will be given an additional day off with pay.
- 18.3 Administrative Assistant/Financial Assistant Employees shall receive one floating holiday per year.
- 18.4 Employees shall receive time off with pay on the last working day before Christmas Day. Staff Representatives shall receive time off with pay on the last working day before New Year's Day. Administrative Assistant/Financial Assistant Employees shall receive time off with pay on the working days between Boxing Day and New Year's Day.

## **Article 19: PROFESSIONAL DEVELOPMENT/STAFF TRAINING**

### **19.1 Regular Full-Time Employees:**

A Staff Representative on a Regular Full-Time appointment shall be eligible for up to ten (10) working days annually for professional development and staff training activities. An Administrative Assistant/Financial Assistant Employee on a Regular Full-Time appointment shall be eligible for up to five (5) working days for professional development and training activities.

### **19.2 Regular Part-Time Employees:**

Professional development entitlement for Regular Part-Time Employees will be pro-rated in accordance with the Employee's appointment category and the entitlements of Article 19.1.

19.3 Professional development entitlements do not apply to Temporary or Casual Employees.

19.4 Professional development or staff training days not used in one year shall not carry forward to the following year.

### **19.5 Staff Training:**

19.5.1 Where the Employer designates education or training as job required or Employer initiated, the Employer shall pay the fees and reasonable expenses for the Employee to participate in the activity. Such designation shall take place after consultation with the Employee. Employees who disagree with the Employer's designation of the activity as training, or as not required for the performance of their duties, shall have the right to grieve that decision in accordance with the provisions of Article 7 (grievance procedure).

19.5.2 Attendance at such activities shall be treated as time worked by the Employee.

## 19.6 Professional Development:

- 19.6.1 Professional development and training activities are defined as those activities which enhance Employees' abilities to perform their duties or those activities which enhance Employees' career development through self-directed and self-initiated activities.
- 19.6.2 The Professional Development Committee shall consist of one Employer representative (President or designate) and two Union representatives (one Support Staff and one Staff Representative, as appointed by the Union).
- 19.6.3 The Committee shall meet by October 1st each year.
- 19.6.4 The Committee shall maintain a record of funds and proceedings.
- 19.6.5 The Committee shall report expenditures by March 31st of each calendar year.
- 19.6.6 The Committee shall receive applications, such applications to include:
- Name of event, training, conference, or other similar activity;
  - Location;
  - Dates;
  - Rationale;
  - Amount applied for, itemizing:
    - Fees;
    - Accommodation;
    - Transportation/Mileage;
    - Meals;
    - Texts or Course Materials;
    - Miscellaneous Costs.
- 19.6.7 The Committee shall make recommendations to the President. The President shall provide a response within three weeks of application. The President shall not unreasonably withhold approval.
- 19.6.8 Where an activity requires that an applicant be absent from duties, the Committee shall obtain the approval of the President. The President shall not unreasonably deny approval.
- 19.6.9 Employees with approved applications shall provide a report of all expenditures of the activity, including receipts, and a summary of the activities undertaken within a month of the conclusion of the Professional Development activity.

- 19.6.10 In any year:
- a) Each regular Employee is guaranteed a minimum allocation of \$250.00 in approved PD funds.
  - b) An Employee may carry forward his/her unused minimum allocation from year to year, but such accumulated funds shall not be paid upon the Employee's termination, resignation, layoff, retirement, or death.
- 19.6.11 An Employee may agree in writing to forego all or a portion of their guaranteed PD fund allocation to allow another Employee to claim in excess of their PD fund accumulation.
- 19.6.12 All PD expenditures under this article must be authorized by the Committee.
- 19.6.13 Effective on the date of execution of this agreement, the Committee shall have assigned for its administration the amount of unexpended or unallocated funds within the Professional Development fund existing at the date of execution of this agreement.
- The Employer shall implement clause 19.6.10 by allocating on September 20th, 1994 a sum equivalent to \$250 per regular Employee to the Professional Development fund and shall continue to do so on each following September 30th.

## **Article 20: BENEFITS AND PENSIONS**

- 20.1 The Employer will provide each Employee access to the following benefit plans: Medical, Extended Health, Dental, Group Life Insurance and Accidental Death and Dismemberment Insurance, and Long Term Disability. The Employee's participation in all but the long term disability plan is optional; participation in the long term disability plan is required.
- 20.2 The Employer will pay one hundred percent (100%) of the premiums for the Medical, Extended Health, Dental, Long Term Disability, Group Life Insurance and Accidental Death and Dismemberment Insurance Plans.
- 20.3 **Pension Plan**
- 20.3.1 All new Employees shall, as a condition of employment, enroll in the Municipal Superannuation Plan upon commencement of employment.

- 20.3.2 The Employer shall continue to pay each year, in quarterly installments, an amount equal to 6% of the Employee's gross annual salary into the Group Registered Retirement Savings Plan for each Employee identified in Appendix A of this Agreement and for any Employee who does not qualify for Superannuation under the Municipal Superannuation Plan. Any Employee on whose behalf the Employer makes contributions to the Group Registered Retirement Savings Plan shall not be eligible for participation in the Municipal Superannuation Plan.
- 20.3.3 A new Employee shall, for the purposes of enrollment in the Municipal Superannuation Plan only, have his/her probation waived.
- 20.4 The Employer shall provide a short-term income protection policy (weekly indemnity benefit) insuring 70% of an Employee's regular salary, in the event of illness or accident, to cover the period from the 31st working day of an incapacity to the six month anniversary of the illness or accident. The Employer will pay 100% of the premiums for such insurance.
- 20.5 The benefits provided for in this article shall not fall below the level in existence at the date of signing as described in Appendix E save and except as they are reduced or altered through circumstances beyond the control of the Employer.

## **Article 21: EXPENSES**

- 21.1 Work and travel expense policies adopted by the Employer for its members shall be applied to all Employees under this Agreement, provided they are consistent with this Agreement. An Employee will be reimbursed for any reasonable expense incurred while engaged in the business of the Employer.
- 21.2 Article 21.3 shall be amended in accordance with any increases in the Employer's expense rates for its members during the term of this Agreement. The expense rate for Employees during this term of the Agreement shall not fall below those rates in effect at the time the Agreement is signed.

### **21.3 Out of Town Travel Expenses:**

Expenses incurred while traveling on CIEA business shall be reimbursed on the following basis:

- 21.3.1 Employees shall be reimbursed for actual costs for hotel accommodations, air fare, ferry, train, bus, or taxi. For taxis, fares and tips shall be reimbursed.



21.3.2 Car Rental:

- a) The actual cost of car rentals at the site of a meeting shall be reimbursed up to \$60.00 per meeting. Additional car rental expenses may be authorized by the CIEA President.
- b) Employees who choose to travel by personal or rental vehicle when air transportation is available, shall be reimbursed at the mileage rate up to the cost of regular airfare. Any additional accommodation or meal expenses incurred as a result of choosing to travel by personal vehicle shall be the responsibility of the Employee.

21.3.3 An allowance of \$17.00 per night shall be paid for private accommodations.

21.3.4 Meals:

Where a single meal is claimed:

Breakfast .....	\$12.00
Lunch .....	\$17.00
Dinner.....	\$27.00

Where a partial day is claimed:

Breakfast and Lunch .....	\$26.00
Lunch and Dinner.....	\$35.00
Dinner and Breakfast.....	\$35.00

Where a whole day is claimed..... \$40.00

The per diem meal allowance shall be reduced for any meals provided by CIEA at meetings or other events.

21.3.5 Child Care Expenses: Article 21.6 notwithstanding, Employees required to work outside of normal hours, or traveling out of town on CIEA business shall be reimbursed for child care expenses at the rate of \$7.15 per hour to a maximum of 24 hours. The wage rate will vary in accordance with variations in minimum wage (ESA).

21.3.6 Travel Insurance: Employees who are required to travel out of province on CIEA business shall be reimbursed for travel insurance for supplemental medical coverage.

21.3.7 Other Expenses: The actual cost of telephone calls on CIEA business and other minor expenses, such as parking, shall be reimbursed.

- 21.3.8 Receipts are required for all expenses except clauses 21.3.2 (b), 21.3.3, and 21.3.4.
- 21.3.9 Employees shall be paid a per diem amount of \$5.00 per day while working out of town on the Employer's business. This amount shall be paid only when a receipted bill or equivalent is submitted for the day in question. This per diem is for incidental expenses, and is in addition to amounts paid under Articles 22.1, 21.1, and 21.3.
- 21.3.10 Expenses in addition to those above shall not be reimbursed unless they are authorized in advance by the CIEA President.

**21.4 In-Town Expenses:**

Employees who are on the Employer's business while away from the CIEA office, or who are requested to work outside regularly scheduled working hours shall be reimbursed for expenses in accordance with the provisions of Article 21.3, and Article 22.1, except for 21.3.1, 21.3.2, and 21.3.8.

The Employer will reimburse an Employee who is required to work after his/her regularly scheduled hours of work for taxi fare.

**21.5 Over-Time Meal Allowance:**

The Employer will reimburse Employees who are required to work two or more hours after their regularly scheduled hours of work for a meal at the rate prescribed in Article 21.3 above.

**21.6 Child Care:**

For child care expense, Full-Time Regular Employees will receive the sum of two thousand one hundred dollars (\$2,100) annually for one (1) child of twelve (12) years of age or younger, and a further one thousand fifty dollars (\$1,050) for one additional child of twelve (12) years of age or younger.

For child care expense, Part-Time Regular and Temporary Appointment Employees shall receive a pro-rated amount.

**Article 22: AUTOMOBILE TRANSPORTATION**

22.1 Employees required to use their personal vehicle in the performance of their duties shall be provided with the following:

22.1.1 Sixty cents (\$0.60) per kilometer traveled.

22.1.2 For Staff Representatives: Vehicle insurance fee reimbursement in accordance with the following scale of annual travel calculated on April 1st of each year, commencing April 1, 1996:

<u>Kilometers in Performance of Assigned Duties</u>	<u>Pleasure/To &amp; From Work/ Business (Rate classes 002 and 007)</u>
0 - 450 kilometers .....	0%
Over 450 kilometers.....	70%

22.2 The Employer shall provide reasonable parking to all Employees who apply. Application must be made within 25 working days of when parking is to commence. The Employer shall pay the fees for parking provided.

22.3 Automobile — Miscellaneous:

22.3.1 Employees who are required to use their cars for Employer's business shall have the payment of air-care fees for their automobile paid by the Employer.

22.3.2 In the event of an Employee being involved in an automobile accident while on CIEA business, the Employer will pay the insurance deductible costs to a maximum liability of two insurance deductible costs per year.

**Article 23: SICK LEAVE**

23.1 An Employee absent from work on account of illness shall continue to receive his/her full salary and benefits for up to thirty (30) working days for each illness. Following fifteen (15) working days of such absence, an Employee may, at the Employer's discretion, be required to provide a certificate from a medical practitioner.

23.2 Salary continuance days will be substituted for vacation time where an Employee can demonstrate that he or she was ill during scheduled vacation time.

- 23.3 Where an Employee suffers from a disease or illness or incurs personal injury (which disease, illness, or injury is hereinafter called the "disability") and the Employee is entitled to time loss compensation therefore under the *Workers' Compensation Act*, he/she shall not be entitled to receive salary continuance (see Article 23.1) for time lost by reason of any such disability.

Up to a maximum period of one year, all monies received by an Employee by way of compensation for loss of wages under the said Act shall be paid to the Employer. In return for such payment and up to a maximum period of one year, the Employer shall pay the Employee the amount of his/her salary (up to the maximum reference salary specified in the W.C.B. regulations) to which he/she would have been entitled but for the disability.

- 23.4 In the case of illness of a member of the immediate family of an Employee, when no one at home other than the Employee can provide for the needs of the ill person, the Employee is entitled to use sick leave entitlement for this purpose up to a maximum of ten (10) working days per year.

#### **Article 24: MATERNITY/PATERNITY/ADOPTION LEAVE**

- 24.1 An Employee is entitled to leave of up to one year in connection with the birth or adoption of a child, during which time seniority shall continue to accrue. Subject to Article 24.2, this leave will be unpaid.
- 24.2 Upon the birth or adoption of a child to an Employee or to an Employee's spouse or spouse-equivalent, the Employee will be entitled to the equivalent of twelve (12) weeks' pay or equivalent provision in compliance with the requirements of the E.I. Sub Plan, which will be apportioned over all or part of the period which the Employee is actually off work pursuant to Article 24.1. This provision may be used to supplement E.I. maternity benefits in accordance with the *E.I. Act*.
- 24.3 In accordance with the preceding and for the duration of the maternity/paternity leave, the Employer shall make its normal premium payments for those of the following benefit plans in which the Employee actually participates: Medical, Extended Health, Dental, Life and A.D.& D. Insurance, Municipal Superannuation Plan and Employer-funded RRSP. Vacation and Sick Leave benefits will accrue for the duration of the maternity/paternity leave.
- 24.4 An Employee on maternity, paternity, or adoption leave shall return to his/her former position or to a position of equal rank and salary.
- 24.5 Pregnant Employees will not be required to operate VDTs. The Employer will, on request, offer pregnant Employees work assignments that do not require VDT operation at a pay grade equivalent to their current position.

## **Article 25: POLITICAL LEAVE**

25.1 If nominated as a candidate for election at the Federal, Provincial, or Municipal level, leave of absence without pay shall be provided to take part in the election campaign. During the period of leave provided for the election campaign, the Employer will maintain, at the written request of the Employee, all health and welfare and statutory benefits. The Employee shall reimburse the Employer for the cost of the benefits maintained.

If elected to Full-Time office, leave of absence shall be provided for the term of the office. Leave under this Article shall be limited to one term of office. The Employee shall give the Employer two months' written notice prior to resuming his/her position with the Employer. Written notice of taking political leave of absence shall be given by the Employee at least one month prior to the commencement of the leave.

## **Article 26: OTHER LEAVES**

26.1 An Employee is entitled to five (5) days' paid leave in the event of serious illness or the death of a spouse, common-law spouse, parent, child, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandchild or grandparent, or any other person with the approval of the Employer. With the Employer's approval, this leave may be extended by using vacation days, compensatory time off, accrual days, and/or up to one (1) month's leave of absence without pay.

26.2 All regular employees, after two years from their date of hire as a regular employee, may apply for and receive up to one-year leave of absence without pay. Approval for such leave must be obtained from the Employer in writing and shall not be unreasonably withheld. Unless the Employer and the Employee mutually agree otherwise, upon completing such a leave of absence without pay, the Employee shall return to their former position for at least another two years before becoming eligible for another leave of absence without pay under this article.

26.3 Unpaid leave of absence not otherwise provided for in this Agreement may be granted at the discretion of the Employer. Such leave will not be unreasonably requested nor withheld.

26.4 An Employee is entitled to paid leave as required in the event that the Employee is summoned as a juror or witness in any court or tribunal empowered by law to compel attendance of witnesses. The Employee shall remit to the Employer all monies paid to him/her by the court, except for the traveling and meal allowances not reimbursed by the Employer.

- 26.5 An Employee shall receive time off with pay in the event of doctor and dentist appointments, which cannot reasonably be made outside normal working hours. Such time off must have prior approval of the Employer. Such approval shall not be unreasonably withheld.
- 26.6 An employee may be granted a special leave of absence without pay to assist an employee in coping with domestic contingencies or unforeseen emergencies that affect the employee or the employee's immediate family. This special leave may be granted, in addition to any other leave entitlement, for but not limited to such domestic contingencies such as illness in the immediate family, births, care of elderly members of immediate family, moving, marriage of an employee. Such special leave shall not be unreasonably withheld.

### **Article 27: JOB SHARING**

The parties agree that where a Regular Full-Time position exists, it may be shared between two Employees in accordance with the following:

- 27.1 The affected Employee shall indicate in writing the reason for the request including the hours and days of the week the Employee wishes to share, and with whom the Employee contemplated the job sharing arrangement. The request must be submitted at least three (3) months prior to the anticipated date of the commencement of job sharing.
- 27.2 The Employee with whom it is contemplated the position shall be shared must be qualified to perform the duties and responsibilities of the position.
- 27.3 Where the request is approved, the President shall provide each Employee with a letter covering the terms and conditions of the Job Sharing arrangement.
- 27.4 Under normal circumstances, the regular daily and weekly hours of the position shall remain unchanged as a result of the Job Sharing arrangement unless otherwise varied by the terms and conditions outlined in the letter provided.
- 27.5 The Job Sharing arrangement shall be for a minimum period of one (1) year unless otherwise initially agreed, and shall continue until one of the Employees involved vacates their position. An Employee hired temporarily to replace the position left vacant by Employee(s) job sharing shall be considered temporary for up to two (2) years. After two (2) years, the Temporary Employee shall be considered Regular, and the Employee(s) in the job sharing arrangement will forfeit their right to "bump" back to their former position.

- 27.6 At such time as the Employee vacates his/her position, the balance of the hours of work shall be offered to the second Employee in the Job Sharing arrangement.
- 27.7 Should the second Employee decline the offer of additional hours, then the Employer may post a vacancy for the balance of the Job Sharing position.
- 27.8 The rate of pay for the position shall be at the hourly rate of pay for each Employee and shall be paid each Employee for the hours worked.
- 27.9 Paid leave benefits for vacation, statutory holidays, and paid sick leave shall be pro-rated to the number of hours worked by each Employee.
- 27.10 Each Employee shall receive fully paid benefits for B.C. Medical Plan, Extended Health Benefits, and Dental.
- 27.11 All other benefits and working conditions not referred to in this Article shall be as described in the Collective Agreement.
- 27.12 Other conditions not specifically mentioned herein shall be discussed, and agreement reached, as they arise.

#### **Article 28: TERM OF AGREEMENT**

- 28.1 The term of the new Collective Agreement shall be for four (4) years from 1997 October 01 to 2001 September 30, both dates inclusive. Subsections (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.

#### **Article 29: GENERAL**

- 29.1 Smoking is not permitted inside the CIEA office.
- 29.2 All typewritten and/or word processed work in the office of the Employer shall bear the Local 1004 CUPE Union Label if such work is performed by a member of the Union.

## **Article 30: LABOUR MANAGEMENT COMMITTEE**

### **30.1 Establishment of Committee:**

A Labour Management Committee shall be established consisting of two (2) representatives of the Union and two (2) representatives of the Employer.

### **30.2 Function of Committee:**

The Committee shall concern itself with the following general matters:

- a) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the Employees.
- b) Promoting occupational health and safety practices.
- c) Reviewing suggestions from Employees and the Employer over issues of working conditions (exclusive of matters being pursued by the grievance procedure).
- d) Correcting conditions causing disputes and conflicts.
- e) Matters referred to the Committee by mutual agreement of the parties.

### **30.3 Meetings of Committee:**

The Committee shall meet not less than twice per year at a mutually agreeable time and place. Either party may call a meeting with one week's notice. Its members shall receive a notice and agenda of the meeting from the chair at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for attending the meetings of this Committee.

### **30.4 Chairperson of the Meeting:**

An Employer and a Union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

### **30.5 Minutes of Meetings:**

Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Employer shall provide signed copies to the Union and the CUPE representative within one week of the minutes having been signed.



30.6 Jurisdiction of Committee:

30.6.1 The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this collective agreement.

30.6.2 The Committee shall not supersede the activities of any other Committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

30.7 Statutory Compliance:

This Committee shall assume the responsibilities established under the *Labour Relations Code*, Section 53.

**ARTICLE 31: INFORMATION TO THE UNION**

31.1 Information to the Union

- a) The Employer shall inform the Union in writing of the terms of employment and salaries of all employees at the time of hire.
- b) The Employer shall not propose any terms and conditions of employment for any individual employee that is in any way at a variance with the Collective Agreement without the prior written consent of the Union.

Dated at Vancouver, B.C. this \_\_\_\_\_ day of \_\_\_\_\_, 1998

For the Union:

For the Employer:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## **APPENDIX A: SENIORITY LIST**

	<b>Date of Initial Appointment</b>
<b>Administrative/Financial Assistant Employees:</b>	
Mary McKenna	86.10.14
Nancy Yip	90.05.17
Margaret Sutherland	93.01.01
Mary Bruegeman	94.03.28
Carrie Smith	98.04.01

### **Staff Representative Employees:**

Roseanne Moran	90.04.17
Jack Campbell	91.07.29
Linda Sperling	91.09.16
David Piasta	96.01.15
Bonnie Pearson	96.09.23
Keith Reynolds	97.05.12
Lee Whyte	97.11.17

(For purposes of lay-off, Jack Campbell shall be laid off before Linda Sperling).

-