

COLLECTIVE AGREEMENT

Between

**OKANAGAN UNIVERSITY COLLEGE FACULTY ASSOCIATION
(the “Employer”)**

And

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1004
(the “Union”)**

JULY 1ST, 2004 – JUNE 30TH, 2006

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COLLECTIVE AGREEMENT

Between

Okanagan University College Faculty Association
(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.
- 1.2 Within this Collective Agreement, “President” means President of Association, or another person designated by the Association.

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 (1) month of such deduction.
- 2.3 No work regularly performed by Administrative Assistant Employees in the bargaining unit shall be contracted out or be performed by anyone other than an Administrative 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 OUCFA with regard to strikes, committees, and internal and external OUCFA political activities, or
 - (c) any work traditionally done by the officers of the Association, 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 in Kelowna 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 their 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. Upon retirement from duties as an officer of the Union, such former Union officer shall be entitled to return to their 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.

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 behavior that 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 six (6) months after the last incident may be denied on the ground 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.

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 and application of this Agreement will first be discussed with the 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 Executive, and the Executive will give a formal written response. A grievance must be filed in writing within forty (40) 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:
- Marguerite Jackson
- 7.3 The arbitrator will hear the dispute within thirty (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 parties will share the arbitrator's fees and expenses, the Employer paying fifty (50%) percent and the Union paying fifty (50%) percent. 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) A Regular Part-Time Employee is an Employee who has a recurring annual appointment each college year (July 1 to June 30) in which

the assigned workload is less than sixty-five (65) hours per fortnight.

- (b) A Regular Part-Time Employee's annual appointment shall consist of one (1) continuous period of not less than thirty (30) weeks per college year.
- (c) The hours of work for a Regular Part-Time Administrative Assistant shall not be less than ten (10) hours per week. The annual assignment shall not be less than four hundred (400) assigned hours per college years.

8.1.3 Replacement Employee

- (a) A Replacement Employee is one so informed by the Employer at the start of employment.
- (b) A Replacement 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 fifteen (15%) percent 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, Replacement or Casual and whether the appointment is Full-Time or Part-Time.
- 8.2.2 The appointment of Employees shall be within the classification of Administrative Assistant. New classifications shall be subject to Article 9.1.
- 8.2.3 A Replacement Employee shall not attain Regular status during the period of their replacement 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 Employee shall be on probation for the first six (6) months of employment.
- 8.3.2 Every new Regular Administrative Employee shall be on probation for the first three (3) months of employment.
- 8.3.3 The Employer 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 three (3) weeks notice (or pay in lieu of notice) of the termination.

8.4 Probation – Replacement and Casual Employees

- 8.4.1 There shall be no probation period for Replacement or Casual Employees.
- 8.4.2 In the event that a Replacement Employee becomes Regular, the time worked as a Replacement 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 the position described in the job description appended to this Agreement (Appendix B), 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 Replacement 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 Replacement Employees, then to new hires.
- 11.2 In making promotions, transfer, 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 Replacement 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 Replacement Employee.
- 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 Replacement Employees will be laid off first in reverse order of hire 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 (5) 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. Replacement 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 **Replacement and Casual Employees – Right of Recall**

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

12.6.2 For a period of two (2) years following the end of their employment term, Casual Employees shall have the right of recall on a "last off, first on" 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 Replacement 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 (1) month's salary for each year of service to a maximum of six (6) months.

12.9 It is the responsibility of the laid-off Employee to maintain a current address with the Association.

12.10 **Continuation of Benefits**

For a period of one (1) month following the date of a lay-off of a Regular Employee, the Employer shall continue to pay one hundred (100%) percent of the premiums for the Benefit Plans as per Article 19.

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 AND OVERTIME

- 14.1 The hours of work for a Regular Full-Time Administrative Assistant shall total sixty-five hours per fortnight assigned over nine (9) days. Regular hours assigned in any one (1) day shall not exceed 7.25 hours.
- 14.2 For the purpose of computing overtime for Administrative Assistant Employees, all time worked before and after the regularly established working day, seven point two-five (7.25) hours per day for Full-Time Employees; seven (7) hours per day for Part-Time Employees shall be considered as overtime and paid at the rate of one hundred fifty (150%) percent for the first two (2) hours and two hundred (200%) percent thereafter of the Employee's pro-rated hourly rate.

All time worked on Saturday's shall be considered as overtime and paid at the rate of one hundred fifty (150%) percent of the Employee's pro-rated hourly rate. All time worked on Sunday's, 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 (200%) percent of the employee's pro-rated hourly rate.

The Employer must authorize overtime. Overtime is voluntary, and Employees have the right to refuse overtime.

- 14.3 Regular Part-Time Employees shall receive a letter from the OUCFA President, by June 30th of each year, outlining their assignment for the next college year. The letter shall state the appointment period, the number of hours to be worked during the appointment period, and the regular weekly schedule. The Employer shall consult with each Employee with regard to the regular weekly schedule.
- 14.4 The regular weekly work schedule for Regular Part-Time Employees shall remain the same every week unless modified in accordance with 14.5. It is understood that OUCFA general meetings, council meetings and negotiations meetings may occur outside the regular weekly work schedule and that the work schedule may need to be modified for the weeks in which such meetings occur. The Employer agrees to give the Employee reasonable notice before requesting that the

Employee adjust the regular work schedule to accommodate such meetings. The Employee agrees not to refuse such a reasonable request.

14.5 The regular weekly work schedule for Regular Part-Time Employees outlined in the work assignment letter may be modified with four (4) weeks notice. The Employer shall consult with each Employee with regard to the regular weekly schedule.

14.6 There shall be two (2) fifteen (15) minute paid breaks per day for Employees working more than a six (6) hour day. One to be taken in the first part of the shift prior to lunch and one to be taken in the latter part of the shift. There shall be one (1) fifteen (15) minute paid break per day for Employees working a six (6) hour day or less.

ARTICLE 15 SALARIES

15.1 The annual salaries (hourly rates) shall be as follows:

Administrative Assistant	
	July 1 st , 2003
At Start:	\$45,106.10 (\$26.69 / hr)
6 Months:	\$45,782.10 (\$27.09 / hr)

ARTICLE 16 ANNUAL VACATION

16.1 Employees shall receive vacation entitlement and be paid as a percentage of gross yearly earnings as follows:

First (1 st) year service	6%
Second (2 nd) year service	6%
Third (3 rd) year service	8%
Fourth (4 th) year service	8%
Fifth (5 th) year service	10%
Sixth (6 th) year service	10%
Seventh (7 th) year service	10.5%
Eighth (8 th) year service	11%
Ninth (9 th) year service	11.5%
Tenth (10 th) year service	12%

16.2 Vacation entitlement is accrued in each anniversary year. An anniversary year is the year beginning with the date first hired to the date prior to one (1) year from that date for the first anniversary and from the anniversary date to each date prior to the next anniversary date for each subsequent year.

ARTICLE 17 PAID HOLIDAYS

17.1 Employees will receive time off with pay for any of the following statutory holidays that fall within their appointment period.

- | | |
|-------------------|----------------------|
| (a) New Years Day | (g) Labour Day |
| (b) Good Friday | (h) Thanksgiving Day |
| (c) Easter Monday | (i) Remembrance Day |
| (d) Victoria Day | (j) Christmas Day |
| (e) Canada Day | (k) Boxing Day |
| (f) BC Day | |

Employees will also receive off with pay any other day declared a holiday by the Federal, Provincial or Municipal Governments that falls within their appointment period.

17.2 When a holiday referred to in 17.1 falls on a day an Employee is not scheduled to work, the Employee will be given an additional day off with pay.

17.3 Employees shall receive time off with pay for any regularly scheduled work days that fall within the period December 24th to January 1st. This shall be taken to satisfy the provision of 17.1 and 17.2 for this period.

ARTICLE 18 PROFESSIONAL DEVELOPMENT/STAFF TRAINING

18.1 Regular Full-Time Employees

An Administrative Assistant on a Regular Full-time appointment shall be eligible for up to five (5) working days for professional development and training activities.

18.2 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 18.1.

18.3 Professional development or staff training days does not apply to Replacement or Casual Employees.

18.4 Professional development or staff training days not used in one (1) year shall not carry forward to the following year.

18.5 **Employee Training**

18.5.1 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).

18.5.2 Attendance at such activities shall be treated as time worked by the Employer.

18.6 **Professional Development**

18.6.1 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.

18.6.2 The Professional Development Committee shall consist of one (1) Employer Representative (President or designate) and one (1) Union Representative (as appointed by the Union).

18.6.3 The Committee shall meet as required each year. Professional development activities occurring during the summer lay-off period shall be applied for and approved prior to the start of the lay-off period.

18.6.4 In any year:

(a) Each Regular Employee is guaranteed a minimum allocation of \$500.00 in approved Professional Development funds.

(b) An Employee may carry forward their unused minimum allocation from year to year to a maximum of \$1,000.00, but such accumulated funds shall not be paid upon the Employee's termination, resignation, layoff, retirement, or death.

18.6.5 The Employer shall implement Clause 18.6.4 by providing each Employee with an annual accounting of the money available to support Professional Development during the next employment period. Such notice will be provided by June 30th of each year.

ARTICLE 19 **BENEFITS AND PENSIONS**

19.1 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.

19.2 The Employer will pay one hundred (100%) percent of the premiums for the Medical, Extended Health, Dental, Long Term Disability, Group Life Insurance and Accidental Death and Dismemberment Insurance Plans.

19.3 Pension Plan

19.3.1 All new Employees shall, as a condition of employment, enroll in the Municipal Superannuation Plan upon commencement of employment.

19.3.2 The Employer shall continue to pay each year, in quarterly installments, an amount equal to six (6%) percent 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 Savings Plan shall not be eligible for participation in the Municipal Superannuation Plan.

19.3.3 A new Employee shall, for the purposes of enrollment in the Municipal Superannuation Plan only, have their probation waived.

19.4 The Employer shall provide a short-term income protection policy (weekly indemnity benefit) insuring seventy (70%) percent 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 (6) month anniversary of the illness or accident. The Employer will pay one hundred (100%) percent of the premiums for such insurance.

19.5 The benefits provided for in this Article shall not fall below the level in existence at the date of signing as described in Appendix C, save and except as they are reduced or altered through circumstances beyond the control of the Employer.

ARTICLE 20 **EXPENSES**

20.1 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.

20.2 Expense rates 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.

20.3 Employees who are on the Employer's business while away from the Association office, or who are requested to work outside regularly scheduled working hours, shall be reimbursed for expenses. The Employer will reimburse an Employee who is required to work after their regularly scheduled hours of work for taxi fare.

20.4 Child care Expenses: Employees required to work outside of normal hours, or travelling out of town on OUCFA business, shall be reimbursed for child care expenses at the rate of \$7.15 per hour to a maximum of twenty-four (24) hours. The wage rate will vary in accordance with variations in minimum wage (ESA).

20.5 Overtime Meal Allowance

The Employer will reimburse Employees who are required to work two (2) or more hours after their regularly scheduled hours of work for a meal at the rate of:

Breakfast - \$9.25	Lunch - \$11.00	Dinner - \$20.00	Whole Day - \$40.25
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20.6 Additional expenses shall not be reimbursed unless they are authorized in advance by the President.

20.7 Receipts are required for all expenses.

ARTICLE 21 AUTOMOBILE

21.1 Employees shall not be required to use their personal vehicle in the performance of their duties.

21.2 The Employer shall provide reasonable parking to all Employees.

ARTICLE 22 SICK LEAVE

22.1 Sick leave is the period of time an Employee is permitted to be absent from work without loss of pay on account of illness or because of an accident for which compensation is not payable under the Workers' Compensation Act.

22.2 Sick leave shall be granted on the basis of three (3) hours for each forty (40) hours of employment. The annual entitlement shall not be less than thirty-five

(35) hours per college year. An Employee shall be entitled to an accrual of all unused portion of sick leave.

- 22.3 A deduction shall be made from accumulated sick leave of all hours in the regular weekly work schedule for which an Employee is absent on sick leave.
- 22.4 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.
- 22.5 An Employee who is absent from work on account of illness or because of an accident for which compensation is not payable under the Worker's Compensation Act and who has exhausted their accumulated sick leave may borrow against their future sick leave credits up to seventy (70) hours.
- 22.6 Upon retirement, an Employee shall be entitled to a cash payout equal to their accumulated sick leave equal to a maximum of four hundred and fifty (450) hours.

ARTICLE 23 **PARENTAL LEAVE**

- 23.1 An Employee is entitled to leave for up to one (1) year in connection with the birth or adoption of a child, during which time seniority shall continue to accrue. This leave will be unpaid.
- 23.2 An Employee on parental leave shall return to their former position or to a position of equal rank and salary.

ARTICLE 24 **POLITICAL LEAVE**

- 24.1 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 (1) term of office. The Employee shall give the Employer two (2) months written notice prior to resuming their position with the Employer. The Employee shall give written notice of taking political leave of absence, at least one (1) month prior to the commencement of the leave.

ARTICLE 25

OTHER LEAVES

- 25.1 In the case of bereavement in the immediate family, an Employee is entitled to a leave of up to five (5) consecutive days within a two (2) week period following the bereavement. The Employee shall be paid for any regularly scheduled work hours that fall within the bereavement leave.
- 25.2 An Employee is entitled to five (5) consecutive days compassionate leave in the event of serious illness of a member of the immediate family. The Employee is entitled to use sick leave entitlement for this purpose. At the discretion of the Employee, any work time lost during the leave may be rescheduled during the subsequent four (4) week period. Such rescheduled work time will not be considered overtime.
- 25.3 After two (2) years employment, an Employee may apply for and receive up to one (1) year leave of absence without pay. Such leave shall be taken within one (1) appointment period. 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, an Employee, upon completing such a leave of absence without pay, shall return to their former position for at least another two (2) years before becoming eligible for another leave of absence without pay under this Article.
- 25.4 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.
- 25.5 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 them by the court, except for the traveling and meal allowances not reimbursed by the Employer.
- 25.6 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.
- 25.7 With the Employer's approval, any leave granted under Article 25.1 and 25.2 may be extended up to one (1) month without pay. Such approval will not be unreasonably denied.
- 25.8 **Special Leave**

An Employee may be granted a special leave of absence without pay to assist the 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, 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 the Employee. Such special leave shall not be unreasonably withheld.

The Employer agrees to pay the premiums for the Employee benefit plans for the duration (1 month) of the special leave.

ARTICLE 26 **MINIMUM STANDARDS/EMPLOYMENT STANDARDS ACT**

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.

ARTICLE 27 **GENERAL**

27.1 Smoking is not permitted inside the Association office.

27.2 All typewritten and/or word processed work in the office of the Employer shall bear the CUPE Local 1004 Union Label if such work is performed by a member of the Union.

ARTICLE 28 **INFORMATION TO THE UNION**

28.1 The Employer shall inform the Union in writing of the terms of employment and salaries of all Employees at the time of hire.

28.2 The Employer shall not propose any terms and conditions of employment for any individual Employee that is in any way at variance with the Collective Agreement without the prior written consent of the Union.

ARTICLE 29

TERM OF AGREEMENT

This Agreement shall be in full force and effective from July 1st, 2004 to June 30th, 2006, both dates inclusive, and shall continue from year to year, unless written notice is given by either party of their intent to negotiate changes within the four (4) month period preceding the expiry date of the Agreement. During the period of negotiation, the Agreement shall remain in full force and effect. Subsections (2) and (3) of Section 50 of the Labour Relations Code shall be specifically excluded from and shall not apply to the Collective Agreement.

Dated at Kelowna, BC this _____ day of _____, 2005.

FOR THE UNION

FOR THE EMPLOYER

APPENDIX A

SENIORITY LIST

Administrative Employees

Date of Initial Appointment

Donna Harling

September 12th, 1991

APPENDIX B

ADMINISTRATIVE ASSISTANT

JOB DESCRIPTION

Job Summary

The Administrative Assistant provides support to the President by undertaking a variety of clerical and secretarial duties and by organizing and maintaining the OUCFA office.

The job involves provision of word processing, secretarial and clerical support to the President and Officers; the use of spreadsheet, database and desktop publishing software to produce a variety of records and documents; the performance of minor maintenance, technical and user support tasks to ensure the efficient use of computer software, hardware and other office equipment, the establishment and maintenance of filing and records systems; assisting with the purchase of office equipment and services; the performance of receptionist duties; the preparation of routine correspondence and form letters; the performance of a variety of clerical tasks such as photocopying and mailing; and the training of new Administrative Assistants.

Job Duties

1. Ensures the efficient organization and maintenance of the OUCFA office.
2. Provides clerical, administrative and word processing support to the President or Officers by: operating a personal computer using word processing software to key and format documents such as correspondence, reports, submissions, agendas, minutes, contract proposals, memorandums of agreement, notices, forms, tables, charts and lists; preparing indexes, title pages and footnotes; using advanced word processing features such as macros and mail merge; editing documents for spelling and grammatical errors, coherence and conformity to established styles.
3. Provides clerical and administrative support to general meetings, council, executive, standing and ad hoc committees by performing such tasks as: preparing schedules; assisting with the preparation of agendas; obtaining, compiling and distributing documents; preparing and sending out notices and invitations; arranging for catering and accommodations; preparing meeting rooms; taking minutes, preparing and distributing minutes and attachments; maintaining committee lists.
4. Answer phones and takes messages; greets visitors and provides assistance and direction; arranges conference calls as required.
5. Uses software programs such as: spreadsheet software to create and/or maintain spreadsheets such as record of office supplies and bargaining research documents; database software to create and/or maintain databases such as mailing list and record of retired instructors; desktop publishing software to key and lay out newsletters, bulletins, news releases and pamphlets.

6. Ensures the maintenance and efficient use of computer software, hardware and other office equipment by performing such tasks as: providing minor technical and user support to the President and Officers and obtaining further technical and user support from vendors as necessary: using standard operating and utility systems such as DOS and Windows; learning software upgrades and providing training and assistance to others; maintaining e-mail and voice-mail systems; performing minor maintenance on photocopiers, fax machines, printers and other office equipment.
7. Provides secretarial support to the President or Officers by performing such tasks as: making travel arrangements; locating and obtaining documents as needed; attending meetings and taking notes; assisting with record keeping.
8. Assists the President or Officers with special projects.
9. Establishes and maintains filing systems.
10. Completes and submits report forms and bylaw amendments to government agencies.
11. Participates in the purchase of office equipment and services by assisting with the determination of needs, obtaining technical information and options from suppliers, meeting with salespeople and arranging for trial, delivery, installation and training; orders and maintains a stock of office stationary and supplies.
12. Writes brief letters and designs form letters related to the work.
13. Performs a variety of clerical tasks such as photocopying, receiving and distributing mail, preparing outgoing mail, preparing bulletins, newsletters and other bulk mailings for shipping.
14. Trains new Administrative Assistants in the duties of the job.

Reporting Relationships

Reports to the President.

Under the general direction of the President, works independently on the day to day responsibilities of the job, reporting unusual problems or concerns to the President. Receives assignments and direction from the President.

Required Qualifications

Grade 12 plus training in the use of word processing, spreadsheet, database and desktop publishing software; a post secondary degree or diploma; three to five years of related experience, preferably in an educational or Trade Union setting; or an equivalent combination of training and experience.

APPENDIX C

BENEFITS FOR

OKANAGAN UNIVERSITY COLLEGE FACULTY ASSOCIATION

Members of CUPE Local 1004

B E N E F I T		D E S C R I P T I O N
Group Life	◆	3x annual salary
Accidental Death & Dismemberment	◆	To match Group Life
Long Term Disability	◆ ◆	6 month qualifying period 70% of monthly earnings
Basic Medical (Medical Services Plan)	◆	As established by the Plan
Extended Health Care	◆ ◆ ◆ ◆ ◆	80% reimbursement of eligible expenses after a \$25 annual deductible per family \$300 Vision Care payable annually Hearing Aids to a maximum of \$600 every four years Charges for nicotine patch treatment Visits to registered psychologists to a maximum of \$500/year or 10 sessions, whichever is the greater (Subject to Carrier Availability)
Dental	◆ ◆ ◆ ◆	Plan A – 100% Plan B – 80% Plan C – 50% \$3000 lifetime maximum per individual family member
Weekly Indemnity Benefit	◆ ◆ ◆	70% of weekly earnings 30 working day qualifying period Maximum benefit period the lesser of 26 weeks or commencement of Long Term Disability benefits

LETTER OF UNDERSTANDING #1

Between the

**OKANAGAN UNIVERSITY COLLEGE FACULTY ASSOCIATION
(Hereinafter called "the Employer")**

and the

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1004
(Hereinafter called "the Union")**

RE: DONNA HARLING – PAYMENT IN LIEU OF PENSION

The parties hereby agree that the Employer shall pay Donna Harling six (6%) percent of gross salary in lieu of pensions. Payments are to be made bi-weekly.

FOR THE UNION

Donna Harling

Gary Yee
CUPE National Representative

FOR THE EMPLOYER

Jim Johnson
OUCFA President

Peter Murray
First Vice-President

Dated: September 15th, 1999

LETTER OF UNDERSTANDING #2

Between the

**OKANAGAN UNIVERSITY COLLEGE FACULTY ASSOCIATION
(Hereinafter called "the Employer")**

and the

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1004
(Hereinafter called "the Union")**

RE: REMITTANCE OF UNION DUES DEDUCTED

The parties hereby agree that the Employer shall forward any deductions made under Article 2.1 by cheque to the Secretary-Treasurer of the Union within three (3) months of such deduction.

If at such time when the staffing level at the OUCFA is increased, then the language of Article 2.2 shall apply unless mutual agreement, in writing, is reached between the Employer and the Union.

FOR THE UNION

Donna Harling

FOR THE EMPLOYER

Jim Johnson
OUCFA President

Gary Yee
CUPE National Representative

Peter Murray
First Vice-President

Dated: September 15th, 1999

LETTER OF UNDERSTANDING #3

Between the

**OKANAGAN UNIVERSITY COLLEGE FACULTY ASSOCIATION
(Hereinafter called "the Employer")**

and the

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1004
(Hereinafter called "the Union")**

RE: PAYMENT IN LIEU OF BENEFITS

Effective July 1st, 2002, or the date upon which the Employer is no longer participating in the CIEA group benefit plan, the Employer agrees to pay Donna Harling the sum of twenty-seven (27%) percent of gross wages in lieu of benefits. Such payments shall be made bi-weekly.

SIGNED FOR THE EMPLOYER

SIGNED FOR THE UNION

J. Pugsley

Donna Harling

E. Blythe Nilson

Karen Kindred

Shaheen Kamadia

Dated: September 4, 2002

LETTER OF UNDERSTANDING #4

Between the

**OKANAGAN UNIVERSITY COLLEGE FACULTY ASSOCIATION
(Hereinafter called "the Employer")**

and the

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1004
(Hereinafter called "the Union")**

RE: Layoff of Donna Harling

1. This Letter of Understanding expires on December 31, 2005.
2. The Employer and the Union recognize that the transition associated with the Employer becoming the successor faculty union at the new Okanagan College has created an unprecedented level of uncertainty. In recognition of the impact of this uncertainty on Donna Harling the Employer and the Union agree to time limited, enhanced severance provisions for Donna Harling. The provisions of this letter are to replace the layoff and severance provisions found within the collective agreement.
3. In accordance with clause 14.3 of the Agreement Donna Harling will, prior to June 30, 2005 receive a letter from the Employer outlining her assignment for the next college year. In the event that Donna Harling finds the terms of her assignment unacceptable she may immediately exercise her rights under this letter.
4. If Donna Harling does not exercise her rights as per point 3 above but later decides to exercise her rights under the terms of this Letter, then she shall give the Employer one month's notice of her intention to leave employment.
5. In the event that Donna Harling elects to exercise her rights under the terms of this letter she will forfeit all rights that she currently has under Article 12 – Seniority, Layoff and Recall.
6. Upon permanent lay-off, retirement or termination of employment, Donna Harling shall receive a severance payment equal to one (1) month's salary for each year of service, and shall receive a cash payout equal to her accumulated sick leave, to a maximum of 450 hours.

Dated in Kelowna, BC this 6th day of January 2005.

FOR THE UNION

Donna Harling

Bill Dingman
CUPE National Representative

FOR THE EMPLOYER

J Pugsley
OUCFA President

Peter Murray
First Vice-President