

# Collective Agreement

Between

Malaspina Faculty Association  
(the “Employer”)

- and -

Canadian Union of Public Employees  
Local 1004  
(the “Union”)

April 1, 2005 to March 31, 2008

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# COLLECTIVE AGREEMENT

BETWEEN:

**MALASPINA FACULTY ASSOCIATION**  
(the "Employer")

AND:

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

## **Article 1: RECOGNITION**

- 1.1 The Employer recognized 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 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 month of such deduction.
- 2.3 No work regularly performed by Office Managers in the bargaining unit shall be contracted out or be performed by anyone other than an Office Manager. 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 **Malaspina Faculty Association (MFA)** with regard to strikes, Association committees, and internal and external Association political activities, or
  - c) any work traditionally done by the Association 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 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 harassment 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 purpose 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 behaviour or comment that is directed at or offensive to any Employee that demeans, belittles, causes personal humiliation or embarrassment to the Employee, or any Employee
- 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 grievance under this Article; however, grievances filed beyond six (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 provisions 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. On return from leave the Employee shall be reassigned to his/her former position.

**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 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 Association 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, either party may refer the matter to a single arbitrator. When such a referral is made the parties will agree on the single arbitrator. Failing agreement, either party may request the Labour Relations Board to make the appointment.

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 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 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) 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, after which time they shall receive salary continuance benefits, pursuant to Article 20.4;
- b) Vacation entitlement for Part-Time Employees shall be provided in Article 17.1 based on the anniversary date of hire. Part-Time Employees shall receive pro-rated vacation pay based on the number of hours normally worked in a week;
- c) 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;
- d) 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.

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, 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 Office Manager.

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 Office Manager/Employee shall be on probation for the first three (3) months of employment.

8.3.2 The Association 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.

8.3.3 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.

8.3.4 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 – Temporary and Casual Employees:**

8.4.1 There shall be no probation period of 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, the addition to those positions described in the job descriptions 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 appraisals 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 qualified 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.

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 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 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 'last off, first on' 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 (20) 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 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 the Office Manager shall total twenty-six (26) hours per week. The Office Manager will schedule these hours in consultation with the executive officers. Regular hours worked in any one day shall not exceed seven (7) hours unless mutually agreed to for the sole purpose of reducing the number of days in the work week.

- 14.2
- a) For the purpose of computing overtime for Office Manager, all time worked after seven (7) hours per day (unless mutually agreed to under 14.1), or thirty-five (35) hours per week, shall be considered as overtime and paid at the rate of one hundred and fifty percent (150%) of the Employee's hourly rate.
  - b) 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 prorated hourly rate. All time worked on Sundays, or on a statutory holiday, 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 prorated hourly rate. Overtime may be taken as time off in lieu, by mutual agreement.
  - c) Overtime must be authorized by the Employer. The Office Manager will have the option of overtime pay, or time off in lieu of pay, for all overtime worked. Overtime for the Office Manager is voluntary, and the Office Manager has the right to refuse overtime.

14.3 There shall be two (2) fifteen (15) minute paid breaks per day.

**Article 15: WAGES**

The hourly rate of pay shall be:

Effective:	1.4% April 1, 2005	1.4% April 1, 2006	1.4% April 1, 2007
1 <sup>st</sup> Year of Employment	\$ 25.21	\$ 25.56	\$ 25.92
2 <sup>nd</sup> Year of Employment	\$ 26.56	\$ 26.93	\$ 27.31
3 <sup>rd</sup> Year of Employment	\$ 27.90	\$ 28.29	\$ 28.68

**Article 16: ANNUAL VACATION**

16.1 Supportive Staff Employees shall receive vacation as follows:

- a) In the first (1<sup>st</sup>) year of service – four percent (4%) of gross wages;
- b) In the second (2<sup>nd</sup>) and up to and including the fifth (5<sup>th</sup>) full year of service – three (3) weeks of vacation time at six percent (6%) of gross wages;
- c) In the sixth (6<sup>th</sup>) year of service and up to and including the eighth (8<sup>th</sup>) full year of service – four (4) weeks of vacation time at eight percent (8%) of gross wages;
- d) In the ninth (9<sup>th</sup>) year of service and up to and including the twelfth (12<sup>th</sup>) full year of service – five (5) weeks of vacation time at ten percent (10%) of gross wages;
- e) In the twelfth (12<sup>th</sup>) year of service and subsequent years of service – six (6) weeks of vacation time at twelve percent (12%) of gross wages.

16.2 Up to one half (1/2) of the employees accrued vacation time and pay may be taken anytime during the year. Any remaining vacation pay shall be paid out **over two (2) pay periods following the last day of work** in June.

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

16.4 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 twenty (20%) percent of a year's vacation entitlement may be carried over to the following year.

**16.5 Vacation Approval and Scheduling:**

- 16.5.1 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 scheduled for all Employees.
- 16.5.2 Changes to an Employee's **approved** vacation may occur only with the mutual consent of the Employer and the Employee.

**Article 17: PAID HOLIDAYS**

17.1 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) B.C. 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

- 17.2 When a holiday referred to in 17.1 falls in an Employee's vacation period or on a weekend, the Employee will be given an additional day off with pay.
- 17.3 Employees shall receive one floating holiday per year.
- 17.4 Employees shall receive time off with pay on the last working day before Christmas Day. Employees shall receive time off with pay on the working days between Boxing Day and New Year's Day.

**Article 18: PROFESSIONAL DEVELOPMENT/STAFF TRAINING**

**18.1 Regular Full-Time/Part-Time Employees:**

An Office Manager on a Regular Full-Time/Part-Time appointment shall be eligible for up to five (5) working days for professional development and training activities.

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

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

**18.4 Staff Training**

18.4.1 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).

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

**18.5 Professional Development:**

18.5.1 Professional development and training activities are defined as those activities which enhance Employee's abilities to perform their duties or those activities which enhance Employees' career development through self-directed and self-initiated activities.

18.5.2 The Professional Development Committee shall consist of one Employer representative (President or designate) and two Union representatives (as appointed by the Union).

18.5.3 The Committee shall meet by October 1<sup>st</sup> each year.

18.5.4 In any year:

a) Each Regular Employee is guaranteed a minimum allocation of two hundred and (\$250.00) dollars 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.

**Article 19: BENEFITS AND PENSIONS.**

19.1 The Employer will provide each Employee access to the following benefit plans as enumerated in Appendix C: Medical, Extended Health, Dental, Group Life Insurance, and Accidental Death and Dismemberment Insurance, and Long Term Disability. The Employee's participation in the Long Term Disability Plan is required. There shall be no changes in coverage either in terms of the carrier or benefit levels without the mutual agreement of the Parties to this Agreement.

19.2 The Employer will pay one hundred percent (100%) of the premiums for the Medical, Extended Health, Dental, **Weekly Indemnity**, Long Term Disability, Group Life Insurance and Accidental Death and Dismemberment Insurance Plans. The Employer agrees to pay, on a twelve (12) month basis, the Employer's share of Employee benefits for Regular Employees whose employment year is not less than ten (10) months.

**19.3 Pension Plan:**

19.3.1 All Employees shall be given the option of enrolling in the Municipal **Pension** Plan or in a Registered Retirement Savings Plan upon commencement of employment.

19.3.2 The Employer shall continue to pay each year the Employer's contribution to the Municipal **Pension** Plan, or if the Employee does not qualify, or does not opt for **membership in the Municipal Pension Plan** then the Employer shall pay into a Registered Retirement Savings Plan and amount equal to six percent (6%) of the Employees' gross annual salary.

**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 Receipts are required for all expenses.

20.4 Additional expenses shall not be reimbursed unless they are authorized in advance by the President.

**20.5 In-Town Expenses:**

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

20.5.1 CHILD CARE EXPENSES:

Article 21.6 notwithstanding, Employees required to work outside of normal hours, or travelling out of town on **FPSE** business, shall be reimbursed for child care expenses at the rate of seven (\$7.00) dollars per hour to a maximum of twenty-four (24) hours. The wage rate will vary in accordance with variations in minimum wage (ESA).

**20.6 Over-Time 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 - \$12.00, Lunch - \$17.00, Dinner - \$27.00. Where a whole day is claimed - \$40.00.

**20.7 Child Care:**

For child care expense, Full-Time Regular Employees will receive the sum of two thousand dollars (\$2,000.00) annually for one (1) child of twelve (12) years of age or younger, and a further one thousand dollars (\$1,000) 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 21: AUTOMOBILE TRANSPORTATION**

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 An Employee absent from work on account of illness shall continue to receive their full salary and benefits for up to and including **thirty (30)** calendar days of each illness. If the illness goes beyond the **thirtieth (30<sup>th</sup>)** day the Employee shall be eligible for Weekly Indemnity Plan payments and if the illness continues and goes beyond the eligibility period, Long Term Disability Plan payments will be forthcoming. Following five (5) working days of such absence, an Employee may, at the Employer's discretion, be required to provide a certificate from a medical practitioner. The Employer shall pay any cost associated with a request for medical certificate.
- 22.2 **Already accumulated** sick leave **entitlement** may be used by the Employee to make up the difference between Weekly Indemnity and full salary and Long Term Disability and full salary.
- If an employee wants to make up the difference between full salary and the income from either Weekly Indemnity or Long Term Disability, the employee will have one (1) day of sick leave entitlement deducted for each day topped up to full salary.**
- 22.3 Salary continuance days will be substituted for vacation time where an Employee can demonstrate that he or she was ill during scheduled vacation time.
- 22.4 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 22.1) for time lost by reason of any such disability.
- Up to a maximum period of one (1) 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.
- 22.5 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 23: MATERNITY/PATERNITY/ADOPTION LEAVE**

- 23.1 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 23.2, this leave will be unpaid.
- 23.2 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) week's 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 23.1. This provision may be used to supplement E.I. maternity benefits in accordance with the E.I. Act.
- 23.3 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.
- 23.4 An Employee on maternity, paternity, or adoption leave shall return to his/her former position or to a position of equal rank and salary.
- 23.5 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 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 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 (1) month prior to the commencement of the leave.

**Article 25: GENERAL**

- 25.1 Smoking is not permitted inside the Association office.
- 25.2 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 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 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. The Employee shall give at least three (months) notice prior to the commencement of such leave. 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. Unless the Employer and the Employee mutually agree otherwise, the Employee shall complete another two (2) years of employment 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 his/her by the court, except for the travelling 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. Such time off shall be deducted from the Employee's accumulated sick time credit.
- 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. The Employee shall give reasonable notice where possible.

**Article 27: TERM OF AGREEMENT**

27.1 This Agreement shall be in full force and effect from **April 1, 2005** to **March 31, 2008** 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 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 new Collective Agreement.

**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 are in any way at variance with the Collective Agreement without the prior consent of the Union.

Dated at \_\_\_\_\_, B.C., this \_\_\_\_\_ day of \_\_\_\_\_, 2005

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\_\_\_\_\_

For the Union

\_\_\_\_\_

For the Employer

IC/lh  
cope 491  
November 2, 2005

**APPENDIX A**

**SENIORITY LIST**

**Date of Initial  
Appointment**

Administrative/Employees:

Lynda Milne

May 1, 1981

## APPENDIX B

### JOB TITLE: OFFICE MANAGER

1. **Membership List**
  - Maintain a current membership list in a computer file, and documents pertaining to it
  - **Follow up on membership forms: inform the Personnel Stewards Committee of new members; check payroll list and Human Resources to ensure that all bargaining unit member have been given the opportunity to become Association members**
2. **Filing**
  - Establishing an maintaining an up-to-date filing system that is well-organized;
  - Maintaining a list of files and documents that are borrowed from the office and checking to ensure their return
3. **Typing and Word Processing**
  - Minutes for Executive, Regular, AGM, and other committee meetings, as requested
  - For members of the Executive primarily, but also for any faculty member involved in MFA business, especially in grievance proceedings;
  - Drafts of collective agreements, Constitution, etc.
  - Correspondence – editing, putting on letterhead
  - Assist in the production and distribution of newsletters, announcements, bulletins, as requested
4. **Compiling and Collating Statistics**
  - Compiling and collating statistics for Taskforce reports such as Statistics Canada, Registrar of Companies, Status of Women Committee, as needed
  - **Filing reports and paying annual premiums to the Workers' Compensation Board**
5. **Communications**
  - Taking and relaying messages in person, by telephone, through inter-campus mail, and e-mail
  - Answering MFA members' enquiries or directing them to the appropriate source of information
  - Maintaining a mailing list: inter-campus and external
  - Opening and distributing mail daily in accordance with established procedures
  - Sending mail by courier
  - Purchasing postage and arranging for special delivery mailings through a post office
  - Sending, receiving and distributing FAX messages
  - Establishing an maintaining current email distribution lists; managing email
  - **Maintain the confidentiality of private information**

- **Build and maintain various institutional reference lists, particularly of faculties, departments and associated Deans, Secretary**
  - **Distributing bulk mailings, such as CAUT, and “The Fair Exchange”, directly to MFA members.**
6. **Meetings**
- Organize and attend meetings, as required; book meeting rooms; arrange catering as requested; inform executive or membership of meeting days, times and locations; take and transcribe minutes as required; prepare and distribute minutes after meetings
7. **Travel and Accommodation Arrangements**
- Making travel and accommodation arrangements for members of the Executive and other **MFA** members, as requested
8. **Office Equipment and Supplies**
- Purchasing necessary supplies for the office **and as required by individual committees**
  - Arranging for purchase, maintenance and repairs of office equipment
  - Maintaining appropriate insurance coverage for office contents
9. **Financial**
- Subject to the supervision of the Treasurer, handling the day-to-day financial affairs of the Association, including accounts receivable, using the Simply Accounting system
  - Record keeping
  - Making bank deposits, transfers; reconciling the monthly bank statements
  - Making arrangements with bank for changes in Signing Officers for the MFA accounts
  - Maintaining a petty cash fund for postage and small item purchases
  - Assisting the auditor at the annual audit: providing documents and information
  - Assisting the Treasurer and President in preparation of the annual budget, providing documents and information
  - **Paying annual membership dues to organizations such as the Canadian Centre of Policy Alternatives, and the Canadian Labour Council; paying monthly dues to the Federation of Post Secondary Educators; calculating and paying annual premiums for Workers’ Compensation, etc.**
  - **Working with a bookkeeper to ensure accuracy and clarity of accounting records**
10. **Software Competency**
- Re: MS Word for Windows, MS Excel, Simply Accounting, MS Publisher

## APPENDIX C

### BENEFITS FOR MALASPINA FACULTY ASSOCIATION MEMBERS OF CUPE L. 1004

<u>BENEFIT</u>	<u>DESCRIPTION</u>
<b>Group Life</b>	➤ 3 x annual salary
<b>Accidental Death &amp; Dismemberment</b>	➤ to match Group Life
<b>Long Term Disability</b>	➤ month qualifying period 70% of monthly earnings
<b>Basic Medical (Medical Services Plan)</b>	➤ as established by the Plan
<b>Extended Health Care</b>	➤ 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 (4) years ➤ Charges for nicotine patch treatment ➤ Visits to registered psychologists to a maximum of \$500/year or 10 sessions, whichever is greater (Subject to Carrier availability.)
<b>Dental</b>	➤ Plan A – 100% ➤ Plan B - 80% ➤ Plan C - 50% ➤ \$3,000 lifetime maximum per individual family member
<b>Weekly Indemnity Benefit</b>	➤ 70% of weekly earnings ➤ 30 day qualifying period ➤ Maximum benefit period the lesser of 26 weeks or commencement of Long Term Disability benefits