

Collective Agreement

Between

**Communications, Energy and Paperworkers Union of Canada
Local 467
Employees of CUPE 2278**

And

Canadian Union of Public Employees, Local 2278

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Article 1 – PURPOSE

- 1.01 The purpose of this Agreement is to establish an orderly collective bargaining relationship between CUPE 2278 and its Employees represented by the Union, so that efficient Employer operations are maintained, to ensure the harmonious settlement of disputes, and to set forth an Agreement covering rates of pay and other working conditions that will apply to Employees within the scope of the bargaining unit.
- 1.02 Both parties agree that in the event that future legislation renders null and void, or materially alters any provision of this Agreement, all other provisions will remain in effect for the term of this Agreement. New provisions to supersede provisions so affected will be renegotiated at the request of either party.

Article 2 - DEFINITIONS AND UNION RECOGNITION

2.01 Definitions

The term 'Employer' refers to the Canadian Union of Public Employees Local 2278 and not to individual members thereof. The Personnel Committee of the Local, as defined in the Local's By-Laws, shall be considered the Employer's representative.

2.02 Union Recognition

The Employer recognizes the Communications, Energy and Paperworkers, Local 467 as the sole and exclusive bargaining agent for all Employees of the Canadian Union of Public Employees, Local 2278 for whom they have been certified by the Labour Relations Board of British Columbia.

2.03 No other Agreements

No Employee will be required or permitted to make a written or verbal agreement with the Employer or its representatives, which conflicts with the terms of this Collective Agreement.

Article 3 – UNION DUES AND INFORMATION

3.01 Dues Check-off

The Union, on behalf of all Employees within the bargaining unit, authorizes the Employer to deduct and pay out of the wages and or salary due to the Employees, the appropriate initiation fees, union dues and assessments, as established by the Union.

3.02 Forwarding Dues

Deductions will be forwarded to the Treasurer of the Union or electronically transferred to the Union's account not later than the 15th of the month following the month for which the deduction was made accompanied by a detailed list of names of all Employees in the bargaining unit and the amount of earnings and dues deducted.

3.03 T-4s

The Employer will indicate the monthly deduction of dues on each Employee's pay notification and will report on the Employee's T4 slip the total union dues deducted during the previous year by the time required by the Income Tax Act of Canada and its regulations.

Article 4 – UNION FACILITIES

4.01 Bulletin Boards

The Employer will provide space on a bulletin board where members of the bargaining unit are employed and such space will be designated as CEP 467 space. The Union will have the exclusive right to use this space to convey information to Employees.

Article 5 - MANAGEMENT RIGHTS

- 5.01 The right to manage operations and to direct Employees is retained exclusively by the Employer except as this Agreement otherwise specifies.
- 5.02 In exercising its rights and in conducting its employment relations, the Employer shall act fairly, reasonably and in good faith.

Article 6 - DISCRIMINATION, HARASSMENT, AND EMPLOYMENT EQUITY

6.01 Discrimination Defined

- a. The Parties agree to abide by the Human Rights Act of British Columbia, its spirit and intent, as it relates to employment of members of the bargaining unit.
- b. The Employer and the Union agree that there will be no personal or systemic discrimination, interference, restriction, or coercion exercised or practiced with respect to any member of the Bargaining Unit in the Employee's employment relationship by reason of the following: age, race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex or sexual orientation of the Employee, or because that Employee has been convicted of a criminal or summary conviction offence that is unrelated to the Employee's employment, or by reason of any other prohibited grounds contained in the British Columbia Human Rights

Act, nor by reason of membership in a trade union. It is understood that "personnel benefit programs" may make actuarial distinctions on the basis of age, and other lawful distinctions by mutual agreement.

6.02 Sexual and Personal Harassment

- a. The Employer and the Union recognize the right of bargaining unit members to work in an environment free from sexual and personal harassment.
- b. Any harassment complaint involving a member of the bargaining unit will be dealt with in a manner consistent with the provisions of the collective agreement.

6.03 Employment Equity

- a. The Employer and the Union hereby acknowledge, recognize and support employment equity. The Parties agree to cooperate in the identification and removal of systemic barriers, if any, in selection, hiring, training and promotion. It is understood that none of the resulting actions will be at variance with the Collective Agreement unless mutually agreed between the parties.
- b. The Employer and the Union acknowledge that where targeted hiring is necessary the Union will be informed of the proposed position(s) to be filled and the result of the process.

Article 7 - LABOUR MANAGEMENT RELATIONS

7.01 Labour Management

- a. The Parties shall establish a Personnel Committee, composed of no more than four (4) representatives of the Union, and no more than four (4) representatives of the Employer.
- b. The Committee shall meet at the request of either party for the purpose of discussing issues relating to the workplace and/or the administration of the Collective Agreement. The Committee shall not discuss grievances or changes to the Collective Agreement. The time and place of meetings shall be at the convenience of both parties.
- c. The Union will have the right at any time to have the assistance of representatives of the Communications, Energy and Paperworkers Union or any other advisors to the Union when dealing or negotiating with the Employer.
- d. Employees representing the Union will have the right to attend meetings between the Employer and the Union held within working hours without loss of pay.

7.02 Collective Bargaining

For the purposes of negotiations, the number of representatives of the Union will not exceed six (6) from the Union and no more than six (6) representatives of the Employer.

Article 8 - DISCIPLINE

- 8.01 No Employee will be disciplined or discharged without just cause. The burden of proof of just cause lies with the Employer.
- 8.02 The Employer agrees that a complaint against the Employee, whether or not it is recorded in the Employee's file, and any resulting disciplinary action shall be treated as confidential by the Employer until a resolution has been achieved. If discussion of the matter is necessary in a meeting, that meeting shall be in camera.
- 8.03 Except in cases of gross misconduct, or serious insubordination, the principles of progressive discipline will be applied when performance is unsatisfactory. This will include a verbal warning, written warnings, suspension with pay and suspension without pay prior to discharge. At each stage prior to discharge, the Personnel Committee will explain the performance deficiency in detail, outline the standards of performance that are expected, and warn the Employee that failure to improve performance will result in further disciplinary action. No Employee shall be responsible for carrying out disciplinary actions.
- 8.04 Except in cases of gross misconduct, or serious insubordination, there will be no decision to discipline an Employee until the cause for discipline has been discussed with the Employee by the Personnel Committee. A decision to discipline an Employee beyond a verbal warning shall be made by the Personnel Committee as a whole. An Employee will be given at least twenty-four (24) hours notice of any meeting which may result in discipline beyond a verbal warning. The Employee will be advised that the Employee has the right to be accompanied by a Union representative, who will be present if so requested by the Employee.
- In the event of gross misconduct, or serious insubordination the requirement for twenty-four (24) hours notice may be waived. The Employer will make a reasonable effort to have a Union representative present at any initial meeting.
- 8.05 Any disciplinary action taken beyond a verbal warning will be documented and form part of the Employee's confidential personnel record by the Employer. This written record of discipline will be provided to the Employee within three (3) working days of the meeting at which the Employee is informed of the reasons for discipline, and will be copied to the Union. The Employee may also respond in writing, and this response will also be filed in the Employee's confidential personnel record.

- 8.06 An Employee may request in writing that any formal written record of discipline issued in accordance with Article 8.01 be removed from the Employee's confidential personnel file after twelve (12) months worked provided no other disciplinary offense was committed during that period that resulted in a written record of discipline, unless the original offense was of such a serious nature as to warrant a lengthy suspension [more than five (5) days]. In the latter case, the request would be considered on its merits and, if denied, may be resubmitted annually.

Article 9 - SENIORITY

- 9.01 Seniority is defined as length of service from date of hire in the bargaining unit, where there has been no break in service of more than twelve (12) consecutive months.
- a. Seniority continues to accrue while on approved leaves of absence defined under Article 18 for a maximum period of twelve (12) consecutive months with the possibility of extension without loss of seniority or employment security.
 - b. Seniority rights expire when employment ceases due to voluntary resignation, retirement, discharge for cause, failure to return to work following an approved leave of absence, absence without leave for more than three (3) consecutive work days, an acceptance by the Employee of any severance payment.

Article 10 - COMPLAINTS AND GRIEVANCES

10.01 Definition of a Grievance

A grievance will be defined as any difference or dispute arising between the parties to this Agreement concerning the interpretation, application, administration, operation, or alleged violation of this Agreement.

10.02 Union May Institute Grievance

The Union and its representatives will have the right to originate a grievance on behalf of an Employee, or group of Employees, and to seek resolution with the Employer in the manner provided in the Grievance Procedure.

10.03 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of Employees or the Union or the Employer has a grievance, such dispute or grievance will be initiated at Step II.

10.04 Recognition of Union Stewards, Representatives and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances or potential grievances, the Employer acknowledges the role of Union Stewards, Representatives and the Union Grievance Committee in the grievance process. The Stewards will assist any Employee represented by the Union in preparing and presenting the Employee's grievance in accordance with the grievance procedure.

10.05 Carrying out Duties

The Employer agrees that Stewards will be given reasonable freedom of action in investigating grievances or potential grievances and discussing resolutions. Every reasonable effort will be made to schedule the meetings required under this Grievance Procedure at mutually agreed times which do not conflict with scheduled work assignments. When this is not possible, an Employee, whether as a Grievor, witness, or Union representative who is required to be absent from work will suffer no loss of pay and benefits to which the Employee would otherwise be entitled as a bargaining unit Employee.

10.06 Grievance Procedure

The Employer and Employee are encouraged to resolve complaints informally. An Employee should initiate discussion with the Employer within ten (10) working days of the Employee becoming aware of the occurrence or recurrence of the event giving rise to the issue. Any informal resolution of a complaint will be without prejudice or precedent with respect to the interpretation or application of the Collective Agreement. Failing settlement of the complaint, it may be taken up as a grievance by the Union according to the following procedure:

Step I

- a. The grievance shall be stated in writing and shall be submitted to the Chair of the Personnel Committee with a copy to all members of the Personnel Committee. The written grievance shall provide: i) a description of the grievance and the incidents(s), if any, from which the grievance arose; ii) a suggested remedy.
- b. The Personnel Committee shall meet with the Employee within ten (10) working days. The Employee may be accompanied by an advocate of the Employee's choice; the Personnel Committee Chairperson may be accompanied by another member of the Personnel Committee.
- c. After receipt of a written grievance, the Employer shall have a maximum of ten (10) working days in which to present a written reply to the Employee. Failing settlement, the grievance shall proceed to Step II within a maximum of ten (10) working days.

Step II

Step II will commence upon written notice from the Union to the Employer. The Employer Representatives and the Union Representatives will then have twenty (20) working days in which to meet and attempt to resolve the grievance. If the grievance is

resolved, a memorandum will be made of the agreement reached and signed by the representatives of each party, and a copy will be made for each party. If the grievance cannot be resolved, the union will, not later than ten (10) working days following the twenty (20) working day time limit, signify in writing to the Employer its intention to invoke the arbitration procedure as set out in Article 11.

10.07 Time Limits

For any particular grievance, the time limits provided in the Grievance Procedure may be extended by mutual consent of both parties. Such consent will not be unreasonably withheld.

10.08 Employees May be Present

Where required by the Union or Employer, the Grievor(s) will be permitted time off without loss of pay and benefits to attend to meetings with the Employer to resolve a grievance. The grievor may take part at any step in the grievance procedure as required by the union or the Employer.

10.09 Priorities

Any grievance involving harassment, suspension or dismissal may be initiated at Step II, at the discretion of the Union. A grievance involving health and safety may also be initiated at Step II.

10.10 Location of Grievance Meetings

The Employer will provide an appropriate room for grievance meetings.

10.11 Technical Objections to Grievance

No grievance will be defeated or denied by any minor technical objection.

Article 11 - ARBITRATION

11.01 Composition of Board of Arbitration

A single Arbitrator will be appointed by mutual agreement of the Parties within twenty (20) days of notice by the Union under Step II of the grievance procedure, and will hear any unresolved grievance as soon as possible.

11.02 Failure to Appoint

Should the parties fail to agree on an Arbitrator, the appointment shall be made by the Minister of Labour upon request of either party.

11.03 Disagreement on Decision

Should the Parties disagree as to the meaning of the Arbitrator's decision, either party may apply, within ten (10) working days, to the Arbitrator for a clarification of the decision.

11.04 Expenses of the Arbitrator

The expenses and compensation of the Arbitrator will be shared equally between the parties.

11.05 Amending of Time Limits

Whenever a stipulated time is mentioned in the procedure above, it may be extended, in writing, by mutual consent of the parties.

Article 12 - PICKET LINES

12.01 Right to Refuse

The Employer agrees that no Employee will be subject to discipline or dismissal for refusing to cross a picket line. Salary or wages shall not be deducted for any time not worked as a result of such refusal.

12.02 Work of Employees on Strike or Locked Out

The Employer agrees that it will not request, require, or direct Employees covered by the collective agreement to perform work resulting from lawful strikes or lock-outs that would normally have been carried out by those Employees on strike or locked out.

Article 13 - POSTING OF POSITIONS AND APPOINTMENT PROCEDURES

13.01 Postings

Each vacancy in the bargaining unit shall be posted by notice board and email within the bargaining unit for five (5) working days. If no qualified applicant from the bargaining unit applies, the job may be posted externally.

Where two or more internal applicants apply for a posting and all skills and abilities are considered equal, seniority shall be the determining factor.

13.02 Probation

A new Employee shall be on probation for the first six (6) calendar months of employment, at the end of which a performance review will be conducted by the personnel committee. If the personnel committee finds upon this review that the

Employee is not suitable, then the Employee may be released from employment with forty-eight (48) hours notice, or pay in lieu of notice. The Probation period may be extended by mutual agreement.

Article 14 - HOURS OF WORK and SCHEDULING

14.01 Employees shall work an average number of hours per pay period as defined in Article 15.01.

14.02 Employees shall work the following hours per pay period:

- a. Business Manager: 70 hours;
- b. Administrative Coordinator: 70 hours;

Hours per pay period may change by mutual agreement between the Employee and Personnel Committee.

14.03 Employees shall produce a regular schedule of office hours to standardize the hours of operation in the Employer's Office.

14.04 Overtime

- a. Overtime shall be recognized as time worked in excess of thirty-five (35) per week.
- b. Employees will only work overtime when prior direction or approval has been established by the Employer and accepted by the Employee. The Employee will endeavor to inform the Employer in advance of potential overtime situations occurring. Work performed by the Employee over and above regular hours without prior approval of the Employer will be paid at overtime at the discretion of the Employer.
- c. Overtime Rates shall be as follows:
 - Hours in excess of thirty-five (35) per week to a maximum of forty (40) per week shall be paid at straight time.
 - Hours worked in excess of forty (40) per week will be paid at time and one/half (1.5) up to forty-five (45) hours.
 - Hours in excess of forty-five (45) per week will be paid at double time (2X).

Article 15 – RATES OF PAY

15.01 Each Employee shall be paid on a semi-monthly basis, based on their average number of hours.

15.02 Employees shall be paid on the pay-scale in Appendix A.

Article 16 - TECHNOLOGICAL and/or ORGANIZATIONAL CHANGE

16.01 Definition/Notice

The Employer agrees to provide the Union with not less than ten (10) weeks notice in writing of any plans or intention to introduce a measure, policy, practice or change that affects the terms and conditions of employment of Employees covered by this agreement. The Union and the Employer may choose to waive the ten (10) weeks notice by mutual consent.

16.02 Consultation

The Employer will consult with the Union representatives on the Personnel Committee as soon as reasonably possible with a view to minimizing the effect on Employees in the bargaining unit.

16.03 Training

When the Employer introduces a technological change, the Employer shall provide proper training to the Employees.

Article 17 - HOLIDAYS, VACATIONS, AND BENEFITS

17.01 Statutory Holidays

- a. No Employee will be required to work on any of the following holidays: New Year's Day, Labour Day, Good Friday, Thanksgiving Day, Easter Monday, Remembrance Day, Victoria Day, Christmas Day, Boxing Day, Canada Day, BC Day, nor on any day that the Employer declares as a day in lieu of any of the above holidays.
- b. Employees may request time off without pay for religious observance for a day which is not provided by statute, and the Personnel Committee will take reasonable measures to accommodate such requests.
- c. Employees required by CUPE 2278 to work on a statutory holiday will be paid double time.

17.02 Vacations

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

- a. during the first 2 years of continuous employment, three (3) weeks;
- b. after two (2) years of continuous employment, four (4) weeks;
- c. after five (5) years of continuous employment, five (5) weeks;
- d. after eight (8) years of continuous employment, six (6) weeks;

The scheduling of vacation shall be by mutual consent.

17.03 RRSP Matching Funds

If an Employee chooses to contribute to an RRSP, the Employer will match the Employee's contribution, up to 7% of the Employee's salary per month. The Employer is not required to contribute to an RRSP fund for Employees on Leave of Absence Without Pay as provided for in Article 18.01.

17.04 Benefits

In Lieu of the Employer providing benefits to bargaining unit Employees:

- a. The Business Manager shall receive an amount equal to 23.85% of gross salary
- b. The Administrative Coordinator shall receive an amount equal to 18% of gross salary.

Article 18 - LEAVE

18.01 Leave of Absence without Pay

An Employee may apply for a leave of absence without pay for up to one (1) year, with the possibility of an extension of up to an additional one (1) year, without loss of seniority or employment security.

An Employee shall submit a request in writing to the Personnel Committee, normally no later than two (2) months prior to the 1st day of the leave, stating the reasons for the leave. Requests submitted later than two (2) months prior to the 1st day of the leave will be considered provided the Employee provides a reasonable explanation for the later request. The Employer shall reply within one (1) month to such requests and shall make every effort to comply with the Employee's request for leave. Permission shall be obtained in writing from the Personnel Committee or its representatives. Refusals for such leave must be given in writing to the Employee with the reasons for refusal stated.

Upon return to work, the Employee shall be placed in his/her former position.

A leave of absence can be full-time or part-time.

18.02 Compassionate Leave

- a. An Employee requiring compassionate leave will, on request, be granted up to five (5) working days leave without loss of pay in case of the death of an immediate family member, close personal friend or individual permanently residing in the Employee's household. Where extensive traveling time is required, up to two (2) additional working days will be granted on request.

b. Compassionate leave without loss of pay may be granted by the Employer under other reasonable circumstances (e.g. to attend to a family member or close personal friend who has suffered a serious injury or illness).

18.03 Leave for Court Appearances

a. Employees who are required by law to serve as jurors or witnesses in any court will be granted leave of absence without loss of pay for this purpose. The Employee concerned will deposit with the Employer any pay rendered for such service, other than expenses, and will render an accounting of amounts received together with proof of service.

b. In cases where an Employee's private affairs have occasioned a court action, any leave of absence will be without pay.

18.04 Maternity/Parental Leave

Entitlement

Employees are entitled to Maternity and Parental Leave as specified in this Collective Agreement and under the provisions and regulations of the Employment Standards Act of British Columbia, as amended from time to time.

Supplementary top-up benefits for regular Employees described in this Article are contingent on the Employee applying for the maximum Employment Insurance ("EI") benefits available to the Employee under the Canada Employment Insurance Act.

In case of the birth or adoption of a child, the Employee shall be granted compassionate leave with pay for three (3) days.

If the Employee is the primary caregiver, a leave of absence with pay shall be granted for up to six (6) months upon request.

18.05 Sick Leave

Employees are entitled to fifteen (15) days per year sick leave with full pay. Such sick leave will be cumulative from year to year, up to a maximum of one hundred and thirty (130) days.

A medical certificate may be requested from the Employee where there would appear to be excessive use of sick leave or where there is a return to work after a prolonged absence from work due to illness. The cost, if any, for such requested medical certificate shall be borne by the Employer.

18.06 Right to Refuse Illegal Actions

It is agreed that Employees have the right to refuse to undertake any action which the Employee reasonably expects could result in a fine or incarceration.

Article 19 - HEALTH AND SAFETY

Employees who believe that their work situation is unsafe may refuse to work in the situation until the safety problem has been corrected by the Employer, or until an investigation has determined that the situation is safe. Any investigation will be initiated by the Personnel Committee and conducted by a committee of one (1) Union and one (1) Employer appointees. If it is the unanimous opinion of the investigating committee members that the work situation is safe, the Employees will return to their normal work duties. Employees may be assigned alternate work during the investigation.

Article 20 – EMPLOYMENT EXPENSES

20.01 Evening Work

Where an Employee is directed to work on Union business (e.g. mediation, arbitration or negotiations) in the evening (after 7 pm), after having worked at least six (6) hours during the same day, a dinner allowance not to exceed \$15.00, subject to verification by receipt, shall be provided by the Employer.

20.02 Professional Development

a. Each Employee shall be entitled to up to five (5) days leave with pay per contract year to attend courses of instruction, conferences, seminars and/or workshops that will assist the Employee in the performance of their duties. Unused professional development days may not be carried forward to subsequent years.

b. Courses, conferences, seminars or workshops and costs shall be agreed to by mutual consent. The Employer shall contribute towards the cost of the course, conference, seminar or workshop. The Employer shall advance and direct payment if necessary, otherwise the Employee shall be reimbursed by the Employer upon submission of receipts.

c. If an Employee terminates their employment within three (3) months of receiving Professional Development Funds, such funds will be returned to the Employer by the Employee.

20.03 Conventions, Conferences and Meetings

a. Where an Employee is required to attend a Convention, conference or meeting, the Employer shall provide transportation, accommodation and meals for the Employee on the same basis as delegates to the Convention, conference or meeting.

b. Each Employee shall have the right to attend, at the Employer's expense, at least two (2) Conventions or conferences per year. Each Employee shall request which Conventions or conferences they wish to attend. Approval to attend shall not be unreasonably withheld.

c. Under normal circumstances, an Employee will be paid for a regular working day. Under exceptional circumstances (e.g., working conferences) the Employee may be paid an hourly wage, by prior mutual consent.

20.05 Transportation and Parking

a. If an Employee chooses to purchase a monthly bus pass, the Employer will pay Twenty dollars (\$20.00) per month towards the cost for regular staff members not on layoff or leave of absence.

To be eligible for the Employee bus pass subsidy, Employees must submit a signed CUPE 2278 expense form.

b. The Business Manager shall be provided with a UBC Staff-parking pass.

c. When an Employee is required to use their privately owned vehicle in the discharge of their duties, the Employee shall be paid the University mileage allowance for all University Staff plus documented parking receipts. This specifically excludes travel between the Employee's place of residence and the University campus.

d. When the Employee is required to attend meetings, conferences or otherwise work away from their usual workplace, they shall receive travel expense compensation.

Article 21 – JOB DESCRIPTIONS

21.01 Job descriptions are set out in Appendix B. They shall not be changed, nor shall new duties be added to an Employee's job without the agreement of the Union.

21.02 Where the Employer wishes to create a new bargaining unit position not covered by Appendix B during the term of this Agreement, the job description shall be subject to negotiation between the Employer and the Union.

Article 22 – PERFORMANCE REVIEW

There will be annual performance reviews, to be arranged with the personnel committee. Performance reviews will not be used to discipline the Employee.

It is the responsibility of the personnel committee to provide advice and guidance to assist each Employee to achieve the objectives of the position. The purpose of the performance review is to identify and build on an Employee's strengths, to point out areas for improvement or development, and to optimize performance. Performance review is intended to be a positive and productive process, to assist Employees to further their career objectives.

Article 23 – CONDITIONS AND BENEFITS

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

Article 24 – TERM OF AGREEMENT

24.01 Term of Agreement

This Agreement will be in effect from March 1, 2009 and shall expire on February 29, 2012.

24.02 Labour Relations Act of British Columbia

The Parties hereby agree to exclude the operation of Section 50 (2) and (3) of the Labour Relations Code.

24.03 Notice of Re-opening

This Agreement may be opened for collective bargaining as to the changes as follows:

Either party desiring any change shall mail to the other party notice in writing, by registered mail, on or after November 30, 2011 but in any event no later than midnight February 29, 2012, that a change is desired, and, if no such notice is given by either party on or after the said November 30 and before the said February 29, the earliest time at which such notice may be given by either party is the corresponding period in the following year.

24.04 Collective Bargaining

If notice of desire for changes has been given in accordance with Section 24.03 above, the parties shall, as soon as agreeable following such date of notice, meet for collective bargaining, the Employer being represented by a Bargaining Committee appointed by the Employer and the Union being represented by a Bargaining Committee as selected by the Union. Any agreement on changes arrived at and approved in such negotiations shall be binding on upon the parties to this agreement. If such negotiations cannot be completed prior to the expiry date of this Agreement following the date on which such notice was given, any changes in compensation to Employees shall nevertheless be retroactive to said expiry date.

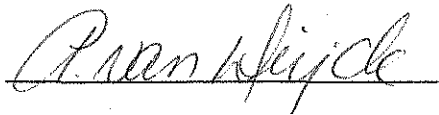
24.05 Termination

In case negotiations conducted in accordance with Section 24.04 break down, either party may terminate this Agreement upon the expiration of ten (10) days notice in writing served either by hand or by registered mail to the other party.

In Witness Whereof, we, the undersigned have hereunto set our signatures.

Dated this 25th day of February, 2009.

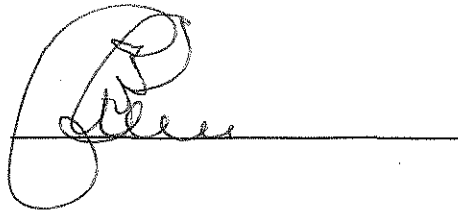
For CUPE Local 2278
Component 1



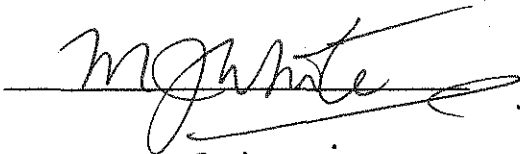


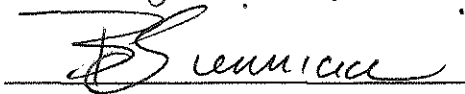


For CEP Local 467



For CUPE Local 2278
Component 2





APPENDIX A – SALARIES

Salary Grid			
Classification	March 1, 2009	March 1, 2010	March 1, 2011
Business Manager	\$62,953.04	\$64,212.10	\$65,817.40
Administrative Coordinator	\$22,673.58	\$23,127.05	\$23,705.23

APPENDIX B - JOB DESCRIPTIONS

1. BUSINESS MANAGER

Duties and Responsibilities

The duties of the Business Manager include the following: functioning as a liaison with labour/ management and university administration; grievance processing; attending to individual member's needs; negotiating collective agreements; managing the day-to-day business of the Union, representing the Union externally.

Reporting

The Business Manager shall report semi-annually to the Joint Executive Board at meetings held in April and November. The Business Manager's report shall include the finances of the Local Union.

2. ADMINISTRATIVE COORDINATOR

Duties and Responsibilities

The duties of the Administrative Coordinator shall include the general administrative duties relating to the administration of the Union. These shall include the day-to-day financial functions of the Union, the application of the Collective Agreement in terms of the general and yearly requirements of departments and faculties, keeping track of correspondence, coordinating with the Business Manager in pursuing the needs of the members and responding to requirements of the Executive Committees as they arise.

Reporting

The Administrative Coordinator shall report semi-annually to the Joint Executive Board at meetings held in April and November. The Administrative Coordinator's report shall include the finances of the Local Union.