

Collective Agreement

between

**Communications, Energy and Paperworkers Union of Canada
Local 467
Employees of CUPE 4163**

and

**Canadian Union Of Public Employees, Local 4163
Employer**

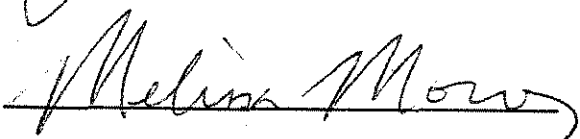
Date:

May 20 2009

Signed:



Greg Melnychuk, Treasurer of CUPE 4163



Melissa Moroz, Shop Steward CEP 467

January 1, 2009 to December 31, 2011

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Article 1 - PURPOSE

- 1.01 The purpose of this Agreement is to establish an orderly collective bargaining relationship between CUPE 4163 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 4163, 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 4163 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 Labour-Management 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 four (4) from the Union and no more than four (4) 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 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.
 - 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, or if there is a break in service of more than twelve (12) consecutive months.

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 CUPE 4163 President 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 CUPE 4163 President shall meet with the Employee within five (5) working days. The Employee may be accompanied by an advocate of the Employee's choice; the CUPE 4163 President may be accompanied by another member of the Personnel Committee.
- c. After receipt of a written grievance, the Employer shall have a maximum of five (5) 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 five (5) working days.

Step II

- a. Step II will commence upon written notice from the Union to the Employer. The Employer Representatives and the Union Representatives will then have ten (10) 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 five (5) working days following the ten (10) 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 10 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 five (5) 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 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 three (3) 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 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 {ref. Article 15.01}.

Employees shall keep a record of their hours. Employees shall balance periods worked in excess of their average number of hours with periods of reduced hours. The Personnel Committee and the Employees shall review the hours worked at least once per semester.

14.02 **Employees shall work the following average number of hours per pay period:**

- (a) Business Manager: 62 hours
- (b) Business Agent: 60 hours

Hours per pay period may change by mutual agreement.

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

14.04 **Overtime**

- a. A schedule of work requiring an employee to attend the University campus or an employer designated location in excess of eight (8) hours in a day shall be considered overtime. Where possible, the employee shall balance their schedule to avoid overtime;
- b. A schedule of work requiring an employee to attend the University campus or an employer designated location in excess of forty (40) hours in a week shall be considered overtime.
- c. Overtime shall be paid at a rate of 1.5 times the normal hourly rate for the employee. Where an employee works more than 12 hours in a day or over 48 hours per week, they shall receive double the employee's regular wage. Compensation for overtime may be taken as pay or as time off in lieu of pay, by mutual consent.

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.
- 15.03 The Business Manager shall start at least at Step 5 of the pay-scale. If the incoming Business Manager is already at Step 5 or above, they will immediately move up one step on the pay scale. If the business manager leaves the position for another bargaining unit position, they will move down one step on the pay scale.
- 15.04 Each employee shall advance one step on the pay-scale on January 1 of each year.

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, or the termination, or the renewal of the term 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 Labour/Management 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, International Women's Day (March 8th), Christmas Eve, 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 Employer will take reasonable measures to accommodate such requests.
- (c) Employees required by CUPE 4163 to work on a statutory holiday will be paid time and a half.

17.02 Vacations

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

- (i) during the first 2 years of continuous employment, three (3) weeks;
- (ii) after two (2) years of continuous employment, four (4) weeks;
- (iii) after five (5) years of continuous employment, five (5) weeks;
- (iv) after eight (8) years of continuous employment, six (6) weeks;

The scheduling of vacation shall be by mutual consent.

Article 17.03 – Pension Plan or RRSP

a) The employer and employee will contribute to the University of Victoria Pension Plan as per the University of Victoria's Pension Plan Regulations, as amended from time to time.

At the time of signing this agreement, the contributions are as follows:

The employer will contribute 8.37% of a regular staff member's base salary into the UVic pension plan, up to the monthly maximum pensionable earnings (MMPE), and 10% of base salary in excess of the MMPE. The employee will contribute 3% of base salary up to the MMPE, and 5% in excess of the MMPE.

The employer is not required to contribute to the pension fund for employees on Leave of Absence Without Pay {ref.18.01}.

b) Should both parties agree to discontinue with the University of Victoria Pension Plan, the employer will contribute an amount equal to the amounts in {Article 17.03 a} towards a Registered Retirement Savings Plan of the employee's choice.

The employer is not required to contribute to an RRSP fund for employees on Leave of Absence Without Pay {ref.18.01}.

17.04 Extended Health, Dental, Medical Premiums and Insurances

a) Coverage

The employer will create a fund to pay for regular staff members and their immediate families to be covered by any combination of the following of the employee's choice:

- Extended Health and Dental Plan (e.g., the UVic Alumni Gold Health and Dental Plan)
- Medical Services Premiums
- Life Insurance
- Disability Insurance
- Critical Illness insurance

b) Maximum Cost

The total costs to the employer for all coverage (17.04 a) will not exceed \$9,000.00 per year for all employees. Under no condition will cost for an employee with a family exceed \$6000 per year, nor will cost for an employee without a family exceed \$3000 per year.

c) Distribution

The parties will make every effort to distribute the fund in a fair and equitable manner. The ratio of maximum distributions between employees with families to those without families will be 2 to 1, as per Appendix C.

d) Surplus

Any unused money will be saved in a fund for employees for the purposes outlined in 17.04 a. Unused money from previous years may be used by employees to supplement amounts used (subject to Article 17.04b).

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, without loss of seniority or employment security. An employee can make a written application to the Personnel Committee for leave of absence without pay. Such application shall normally be made at least two (2) weeks prior to the requested leave. Leave will not be unreasonably denied or prejudice future assignment or reappointment.

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 a close 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 Pregnancy/Parental Leave

Entitlement

Staff members 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 staff members described in this Article are contingent on the staff member applying for the maximum Employment Insurance ("EI") benefits available to the staff member under the *Canada Employment Insurance Act*.

Part A – Maternity and Parental Leave – Birth Mother

Maternity Leave Entitlement

A staff member who is the birth mother of a newborn child is entitled to seventeen (17) consecutive weeks of maternity leave without pay, beginning no earlier than eleven (11) weeks before the expected birth date, and no later than the actual week of the birth.

Further maternity leave without pay, of up to six (6) consecutive weeks, will be granted where the staff member is unable to return to work for reasons related to the birth, as certified by a medical practitioner. Where the pregnancy is terminated, the staff member is eligible to apply for sick leave under Article 17.

Parental Leave Entitlement

a) A birth mother who does not take maternity leave is entitled to thirty-seven (37) consecutive weeks of parental leave of absence without pay. Otherwise a birth mother is entitled to thirty-five (35) consecutive weeks of parental leave of absence without pay, beginning immediately after the end of the maternity leave.

b) Further parental leave without pay, of up to five (5) additional weeks, will be granted where the child is certified by a medical practitioner to be suffering from a physical, psychological or emotional condition.

Maximum Leave for the Birth Mother

The total number of weeks of maternity and parental leave for a birth mother is limited to fifty-two (52) weeks.

Supplementary Benefits for the Birth Mother

A birth mother, who is a regular staff member not on layoff or leave of absence, is entitled to the following supplementary benefits:

During the first two (2) weeks of leave (which is the waiting period for Employment Insurance benefits) the Employer will pay a supplementary top-up benefit equal to 100% of the staff member's normal basic salary, providing the staff member has made application for EI maternity benefits.

During the next eighteen (18) weeks, the Employer will pay supplementary top-up benefits equal to 95% of the staff member's normal basic salary, less any amount of EI maternity or parental leave benefits for which the staff member is eligible.

The remaining thirty-two (32) weeks are without salary from the Employer, however the birth mother may be eligible for continued Employment Insurance parental benefits during this period.

Part B – Parental Leave - Birth Father

Parental Leave Entitlement

A staff member who is the birth father (or the birth mother's partner) of a newborn child is entitled to thirty-seven (37) consecutive weeks of parental leave without pay that may be taken anytime within one year of the birth.

Further parental leave without pay, of up to five (5) additional weeks, will be granted where the child is certified by a medical practitioner to be suffering from a physical, psychological or emotional condition.

Employment Insurance

Employment Insurance pays a total of thirty-five (35) weeks of EI parental benefits, which may be taken by either the birth mother or father, or can be shared between them. Where EI benefits are shared, in most instances only one waiting period is required to be served.

Supplementary Benefits for the Birth Father

Where the birth father is a regular staff member not on layoff or leave of absence, then during a period not exceeding the first twenty (20) weeks of parental leave, the Employer will pay the birth father a supplementary top-up benefit equal to 95% of the Employee's regular salary, less any amount of EI parental leave benefits for which the staff member is eligible. The remaining weeks of parental leave are without salary from the Employer.

Part C - Parental Leave - Adoptive Parents

Parental Leave Entitlement

A staff member who is a parent (or the adopting parent's partner) of a newly adopted child is entitled to thirty-seven (37) consecutive weeks parental leave of absence without pay from the Employer that may be taken anytime within one year after the child is placed with the parent.

Further parental leave without pay, of up to five (5) additional weeks, will be granted where the child is certified, by a medical practitioner or the agency that placed the child, to be suffering from a physical, psychological or emotional condition.

Employment Insurance

Employment Insurance pays a total of thirty-five (35) weeks of EI parental benefits, which may be taken by either adoptive parent, or can be shared between them. Where EI benefits are shared, in most instances only one waiting period is required to be served.

Supplementary Benefits

An adoptive parent, who is a regular staff member not on layoff or leave of absence, is entitled to the following supplementary benefits while on parental leave:

During the first two (2) weeks of parental leave (which is the waiting period for Employment Insurance benefits) the Employer will pay a supplementary top-up benefit equal to 95% of the staff member's normal basic salary, providing the staff member has made application for EI parental benefits.

During the next eighteen (18) weeks, the Employer will pay supplementary top-up benefits equal to 95% of the staff member's normal basic salary, less any amount of EI parental leave benefits for which the staff member is eligible.

The remaining fifteen (15) weeks, plus any additional leave under 13.10 (b), are without salary from the Employer.

18.05 Sick Leave

(a) Employees are entitled to 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.

(b) A physician's certificate may be required by the Employer at any time in case of illness. On submission of a physician's receipt, the Employer will reimburse the employee for the fee, if any, levied by a physician for providing such a certificate

18.06 Penitentiary Leave

Employees shall be entitled to up to one (1) month leave without loss of salary or benefits for a period of time spent in a Canadian jail as a result of reasonable actions by an employee undertaken with the purpose of implementing the directions of the Joint Executive, personnel committee or the employee's immediate supervisor. Should such an incarceration extend for more than one month, the Employer shall grant the employee leave without pay for the remainder of the incarceration. The Employer shall pay all fines levied on employees by criminal courts as a result of such actions by the employee. 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 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) The Employer shall pay up to \$1,000.00 per contract year per employee towards the cost of attending the course, conference, seminar or workshop. Unused annual professional development funds will be carried over to a maximum of \$3000.00 per employee.

(c) Courses, conferences, seminars or workshops shall be chosen by mutual consent.

(d) If an employee terminates their employment within 3 months of receiving Professional Development Funds, such funds will be returned to the employer by the employee.

20.02 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 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.

20.03 Professional Fees

Where a professional association is required by the employer, the employer will pay the fees.

20.05 Employee Bus Passes and Bike Rewards

The union and the employer recognize the benefits of promoting alternatives to driving vehicles to campus.

If an employee chooses to purchase a monthly UVic employee bus pass, the employer will pay \$30.00 towards the cost for regular staff members not on layoff or leave of absence.

If an employee chooses to ride a bicycle instead of purchasing the UVic employee bus pass, the employer will pay a \$30.00/month bike reward for regular staff members not on layoff or leave of absence.

To be eligible for the employee bus pass subsidy or bike reward, employees must submit a signed CUPE 4163 expense form within three (3) months of expenses.

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

This agreement will be in effect January 01, 2009 until December 31st, 2011.

APPENDIX A – PAY SCALES

(Hourly Rates of Pay)

Steps	2009-2011
1	\$24.92
2	\$25.51
3	\$26.04
4	\$26.58
5	\$27.14
6	\$27.70
7	\$28.26
8	\$28.82
9	\$29.42
10	\$30.02
11	\$30.64

At the time of signing the collective agreement, the Business Manager (Melissa Moroz) is at step 8. The Business Agent (Christopher Robinson) is at step 10.

1. BUSINESS AGENT

In collaboration with the union executive, the business agent is responsible for:

- attending, participating in, recording minutes from, and/or chairing meetings of the union. The business agent shall have voice but no vote at all meetings of the Employer;
- running the union office and maintaining office equipment, including the office computer;
- effectively communicating with the membership, executive and committees, and other union organizations;
- maintaining files and records;
- performing some legal research and providing advice to the executive on legal issues relating to the collective agreement, Labour Relations Code, and Employment Standards Act, among others;
- distributing information to the membership;
- assisting with and coordinating the processing of grievances;
- assisting with labour-management issues as they arise;
- participating in the collective bargaining process;
- participate in Personnel Committee meetings, as required.

and other duties of a similar scope and kind, as directed by the Employer.

ii) The Business Agent will not be responsible for:

- The constitutional duties of the Executive officers, unless delegated these duties in exceptional circumstances
- the business agent shall not have signing authority, final decision-making authority or voting rights.

2. BUSINESS MANAGER

The Business Manager has all the duties of the Business Agent, with the following additions:

- performing the responsibilities of the Communications Director, as required by the CD or the Personnel Committee;
- supervision of other staff;
- assisting the treasurer and bookkeeper with their duties;
- assist the Personnel Committee in conducting performance reviews;

The Business Manager is not responsible for discipline of staff.

Appendix C

Extended Health, Dental, Medical Premiums and Insurances

Distribution of Funds

Example #1

2 employees – one with family, one individual

One employee (with family)	:	One employee (individual)
2	:	1
\$6000.00 Max	:	\$3000.00 Max

Example #2

3 employees – two with families, one individual

One employee (with family)	:	One employee (with family)	:	One employee (individual)
2	:	2	:	1
\$3600.00	:	\$3600.00	:	\$1800.00

Example #3

3 employees – all with families

One employee (with family)	:	One employee (with family)	:	One employee (family)
2	:	2	:	2
\$3000.00	:	\$3000.00	:	\$3000.00

3. COMMUNICATIONS DIRECTOR (CD)

The Communications Director (CD) will have voice but no vote in all decisions relating to the Local's activities. Unless otherwise directed, the CD is free to make normal decisions necessary for the smooth and efficient running of the local.

The CD will not be responsible for the constitutional duties of the Executive officers, unless delegated these duties in exceptional circumstances.

The duties of the CD shall include the items below and other related duties. It is understood that the emphasis placed on duties will vary over time. It is further understood that the duties are not the sole responsibility of the CD but that members of the Executive will share the responsibility of performing these duties as provided in the local's bylaws and this collective agreement.

The CD shall set priorities in consultation with the Local's Executive and committees.

In collaboration with the union executive, the CD is responsible for:

COMMUNICATIONS

The CD will effectively communicate with the membership, executive and committees, and other unions and organizations. The CD will perform tasks associated with the preparation and distribution of information to membership, executive and committees, and other unions and organizations.

The CD will inform the executive, on a regular basis, the statistics, costs and effectiveness of communications strategies.

DATABASES

The CD will maintain the membership, steward, volunteer and other files, lists and databases.

OFFICE

The CD will assist in the development and maintenance of office filing systems, and organization of resource material. In addition, the CD will assist in the maintenance of office supplies and equipment.

MEETINGS

The CD will organize, attend, participate in, record minutes from, and/or chair meetings of the union as required. The CD will attend conventions and conferences as decided by the local's executive. The CD will participate in Personnel Committee meetings, as required.

LOCAL 4163 ORIENTATIONS

The CD is responsible for communicating with departments with respect to scheduling orientations. The CD is responsible for facilitating union orientations. The CD will train members on how to facilitate orientations.

MEMBERSHIP SERVICE

The CD will act as a resource and advisor to the local's executive, committees and members, as required.

RECRUITMENT

The CD will recruit members into committees, elected positions and other union activities.

BARGAINING

The CD will participate in the collective bargaining process, as required. The CD will act as a resource person and advisor for the bargaining team and contract committee. The CD will assist in tasks associated with contract negotiations, including research, drafting of contract proposals, bargaining, organizing related to the bargaining process, and preparation for job action.

RESEARCH

The CD will perform research and provide advice to the executive and committees on issues relating to the union.

EDUCATION

The CD will educate members and the University community about the Local, unionism and other relevant issues.

EXTERNAL LIAISON

The CD is a liaison between the Local and its Employer and other campus groups and unions. The CD provides advice to the executive committee with respect to lobbying, public operations of the Local and contact with such organizations as the Executive may determine. The CD may act on behalf of the executive committee when directed.

PUBLICITY

The CD prepares posters, newspaper ads, etc., for meetings and campaigns and oversees in the production of local newsletters, pamphlets, bulletins, etc. The CD will be managing editor of all Local publications.

WEBSITE

The CD will maintain the CUPE 4163 website.

AUTHORITY

The CD will not be responsible for:

- The constitutional duties of the Executive officers, unless delegated these duties in exceptional circumstances
- the CD shall not have signing authority, final decision-making authority or voting rights.