

Collective Agreement

Between

Communications, Energy and Paperworkers Union of Canada

Local 467

("the Union")

And

Canadian Union of Public Employees Local 2950

("the Employer")

April 1, 2012 – March 31, 2014

ARTICLE 1 – PURPOSE

The purpose of this Agreement is to set forth and establish the terms and conditions of employment between the Employer and its employees represented by the Union, so that efficient Employer operations are maintained, and to ensure the harmonious settlement of disputes.

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 replace provisions so affected will be renegotiated at the request of either party.

ARTICLE 2 - DEFINITIONS AND UNION RECOGNITION

2.01 Definitions

- a) The term 'Employer' refers to the Canadian Union of Public Employees Local 2950 and not to individual members thereof.
- b) Probationary employee is any newly hired Permanent Employee who has not successfully completed the probationary period under Article 9.
- c) Permanent Employee is an employee hired to fill a permanent position, who has successfully completed the probationary period under Article 9.
- d) Permanent Part-Time employee is an employee who works regularly scheduled hours on a Part-Time basis and shall receive all the provisions of this agreement except as follows:
 - (i) Article 17.01 – Statutory Holidays – Permanent Part-Time employees who have worked not less than fifteen (15) days in the preceding month shall receive pay for statutory holidays on a pro rata basis according to the number of hours worked in the previous month.
 - (ii) Article 17.02 – Vacations – Permanent Part-Time employees shall accumulate and receive vacation entitlement on a pro rata basis according to the number of hours worked in each month.
 - (iii) Article 17.05 – Maternity, Adoption and Parental Leave. Permanent Part-Time employees shall receive pay for maternity, adoption or parental leave according to the average number of hours worked per month in the previous year.
 - (iv) Article 17.07 – Court Leave
 - (v) Article 17.09 – Paid Sick Leave, Personal Emergency Leave, Compassionate and Personal Appointments
 - (vi) Article 17.11 – Long Term Disability Benefits
 - (vii) Article 17.12 – Pension Plan
 - (viii) Article 19 – Employment Expenses

- e) Temporary Employee is a non-Permanent Employee hired on an as needed basis to assist or supplement the permanent work force in the performance of bargaining unit work. Temporary employees shall be eligible only for those terms and conditions of this Agreement where specified.

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 2950 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.

2.04 Notification by the Union

The Union shall regularly notify the Employer, in writing, of the names of its Local stewards and committee members as referenced in Article 10.04 of this 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 Pay Notification and 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.

3.04 Notification

The Union agrees that it will advise the Employer in a timely fashion of all present assessments and dues required by the Union, and of any changes which may arise from time to time in connection with such dues and assessments.

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 the Union's space. The Union will have the exclusive right to use this space to convey information to employees.

ARTICLE 5 - MANAGEMENT RIGHTS

- a) The right to manage operations and to direct employees is retained exclusively by the Employer except as limited by an express provision of this Agreement.
- b) In exercising its management rights the Employer shall not act in an arbitrary, discriminatory or bad faith manner.

ARTICLE 6 - DISCRIMINATION, HARASSMENT, EMPLOYMENT EQUITY AND JOB SECURITY

6.01 Discrimination Defined

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 any 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 this Collective Agreement.

6.03 Retirement

- a) Retirement shall be optional at any time after the fifty-fifth (55th) birthday.
- b) Employees, who work beyond age sixty-five (65) and who were eligible for coverage for insured benefit plans under Article 17 before reaching age sixty-five (65), will continue to be eligible for such insured coverage, provided the third party carrier with whom the Employer has contracted to provide these benefits permits coverage to continue and subject to the terms for such coverage established by the carrier. Where the carrier's plan continues to provide coverage to employees after age sixty-five (65) and the premium costs charged to the Employer by the carrier for such coverage exceeds the premium costs incurred by the Employer for employees under age sixty-five (65), the additional Employer costs will be paid by the employees who elect to maintain coverage after age sixty-five (65).
- c) All employees, upon retirement from the Employer after reaching age fifty-five (55) shall be entitled to the same vacation that they would have had if they continued working to the end of the calendar year in which they retire.

ARTICLE 7 - LABOUR MANAGEMENT RELATIONS

7.01 Labour Management Committee

- a) The Parties shall establish a Labour Management Committee, composed of no more than two (2) representatives of the Union, and no more than two (2) representatives of the Employer.
- b) The Committee shall meet at the request of either party at a mutually agreeable time 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 in respect to this Article.
- d) Employees representing the Union will have the right to attend meetings of the Labour-Management Committee held within their regularly scheduled straight-time working hours without loss of pay. Paid leave will be granted for a maximum of two (2) employees.

7.02 Paid Union Leave

Provided operational requirements continue to be met, the Employer shall grant a Leave of Absence with Pay for the hours regularly worked for one (1) member of CEP Local 467 appointed to the Bargaining Committee for the purpose of negotiating the renewal of the Collective Agreement between the parties.

ARTICLE 8 - DISCIPLINE

- a) No employee will be disciplined or discharged without just cause. The burden of proof of just cause lies with the Employer. The standard of just cause for the discharge of temporary and probationary employees shall be non-suitability for continued employment.
- b) The Employer agrees that a complaint against the Employee, whether or not it is recorded in the Employee's file, including any resulting disciplinary action, shall be treated as confidential by the Employer. If discussion of the matter is necessary in a meeting, that meeting shall be in camera.
- c) Except in cases of serious misconduct or serious insubordination, the principles of progressive discipline will be applied. This may normally include, depending on the circumstances, a verbal warning, written warnings and suspension without pay prior to discharge. No bargaining unit employee shall be responsible for carrying out disciplinary actions.
- d) 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.
- e) In the event of serious 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.
- f) 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 five (5) 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 within five (5) working days, and this response will also be filed in the employee's confidential personnel record.
- g) An employee may request in writing that any formal written record of discipline issued in accordance with Article 8 be removed from their confidential personnel file after twenty-four (24) months worked provided no other disciplinary offense was committed during that period.

ARTICLE 9 - SENIORITY

- a) Seniority is defined as length of service from date of hire in the bargaining unit.
- b) An employee shall be considered as a probationary employee until they have completed sixty-six (66) days actually worked and shall have no rights under this Article with respect to Seniority. If during the probationary period, the Employer determines that the employee is not suitable, then the employee may be released from employment.

The probationary period may be extended by mutual agreement.

- c) A former Permanent Employee who is rehired to permanent employment within twelve (12) calendar months after their previous employment was terminated, shall have their seniority bridged to include the seniority they had at the time of such termination.
- d) A Permanent Employee shall not suffer loss of seniority for any of the following reasons:
 - Reinstatement from unjust discipline
 - Promotion
 - Demotion
 - Transfer
 - Reclassification
 - Compulsory Military Service
 - Vacation and/or leave approved in advance by the Employer

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 Instituting a Grievance

- a) 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 Article 10.06 - Grievance Procedure.
- b) The Employer and its representatives will have the right to originate a grievance at Step II and to seek resolution with the Union in the manner provided in Article 10.06 - Grievance Procedure.

10.03 Policy Grievance

Where a grievance 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

- a) 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.
- b) 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

- a) The Employer agrees that Stewards will be given reasonable freedom of action in investigating grievances or potential grievances and discussing resolutions, provided there is no disruption of work, and the steward shall not leave work during regular working hours without obtaining permission from her/his supervisor. Permission shall not be unreasonably withheld.
- b) Every reasonable effort will be made to schedule the grievance meetings with the Employer under this Grievance Procedure at mutually agreeable times which do not conflict with scheduled work assignments. When this is not possible, employees who attend grievance meetings with the Employer during their regularly scheduled straight-time working hours will suffer no loss of pay and benefits.

10.06 Grievance Procedure

The Employer and employee are encouraged to resolve complaints informally. An employee must 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 a complaint. 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 within ten (10) working days of the initial informal discussion under this section, the matter 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 President and/or designate(s) of the Employer. The written grievance shall provide: i) a description of the grievance and the incident(s), if any, from which the grievance arose; ii) the articles of the Collective Agreement that the Union alleges have been violated; and iii) a suggested remedy.
- b) The President and/or designate(s) of the Employer shall meet with the Employee within five (5) working days. The Employee may be accompanied by a recognized Steward or other recognized Union representative; the President and/or a designate of the Employer may be accompanied by a second Employer representative.
- c) Following the Step I grievance meeting, 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 following the date of the written reply to the Step 1 grievance meeting held.

Step II

- a) Step II will commence upon written notice from the Union to the Employer within ten (10) working days from the date of the reply to the formal Step I grievance meeting. 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.
- b) If the grievance cannot be resolved, the Union will, not later than fifteen (15) working days from the date the grievance was submitted at Step II 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 meetings with the Employer at a mutually agreeable time 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.

10.10 Location of Grievance Meetings

The Employer will provide a room for grievance meetings.

ARTICLE 11 - ARBITRATION

11.01 Composition of Board of Arbitration

A single Arbitrator will be appointed by mutual agreement of the Parties within ten (10) working days of notice by the Union under Step II of the grievance procedure. The arbitrator so appointed will hear the grievance as soon as possible.

11.02 Failure to Appoint

Should the parties fail to agree on an Arbitrator within the above ten (10) working day time limit, the appointment shall be made under Section 86 of the Labour Code at the 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 in writing, within five (5) working days, to the Arbitrator for a clarification of the decision with a copy to the other party.

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 Article 11, 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 legal picket line. Time not worked as a result of such refusal shall be unpaid.

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.

12.03 No Strikes or Lockouts

- a) There shall be no strikes, work slowdown, or any other cessation or interruption of work by any employee during the period that this collective agreement remains in force and effect, nor shall the Union or any person acting on its behalf take any action that might result in a strike, work slowdown, or any other cessation or interruption of work by any employee during the period that this collective agreement remains in force and effect.
- b) The Employer shall not take any lockout action against members of the bargaining unit during the period that this collective agreement remains in force and effect.

ARTICLE 13 - POSTING OF POSITIONS AND APPOINTMENT PROCEDURES

13.01 Postings

- a) Permanent vacancies that the Employer intends to fill in the bargaining unit shall be posted by notice board and may be advertised externally for a period of at least five (5) working days. Internal applicants with the required skill and ability shall receive preference over external applicants. For the purpose of this section, temporary employees are deemed to be external applicants.
- b) Where two (2) or more internal applicants apply for a posting and all skills and abilities are considered equal, seniority shall be the determining factor.

13.02 Trial Period for Promotion and Voluntary Demotion

When promoted or voluntarily demoted, the Permanent Employee shall be in a Trial Period for the first sixty-six (66) days actually worked. If within this period, the employee is deemed to be unsuitable for the position or the employee finds the job unsatisfactory, they will be returned to their former position.

ARTICLE 14 - HOURS OF WORK AND SCHEDULING

14.01 Hours of Work

- a) The normal hours of work for a full-time employee is defined as thirty-five (35) hours per week or seventy (70) hours per two (2) consecutive weeks.
- b) All Permanent Employees are entitled to thirty-two (32) consecutive hours free from work each week, unless overtime rates are paid, as per Article 14.03.

14.02 Flexible Work Week

An employee may apply to work a flexible work schedule, which application shall be subject to approval of the Employer. It is understood that any flexible schedule application must be cost neutral in order to be approved.

14.03 Overtime

(a) Definition

- (i) Overtime for Full-Time Employees is that time worked in excess of each employee's regular work day or work week are defined in Article 14.01(a).
- (ii) Overtime for Permanent Part-Time Employees is that time worked in excess of seven (7) hours per day or thirty-five (35) hours per week.

(b) Authorization for Overtime Pay – Support Staff

Overtime will be worked only when the President of the Local 2950 or their designate has requested that overtime be work. Compensation for overtime shall be paid at two (2) times the employee's regularly hourly rate of pay for hours worked to the next one-half hour.

(c) Time Worked on a Statutory Holiday

When an employee is required to work on a Statutory Holiday or a day granted in lieu of a statutory holiday, the employee shall be compensated at two (2) times the employee's regular hourly rate of pay for all hours worked on the Statutory Holiday plus an additional day off with pay at their regular rate of pay.

(d) Time Off in Lieu of Overtime

An employee, other than the Business Agent, who is required to work overtime may elect to take the time off equivalent to overtime hours worked.

The time off shall be taken within twelve (12) months of the date of working the overtime at a time that is mutually agreeable to the Employer and Employee. Time off in lieu which is not taken within twelve (12) months of the date on which it was worked shall be paid out at the end of the twelfth (12th) month.

(e) Paid Meal Period

Employees who are required to work overtime in excess of their regularly scheduled work day or work week shall be allowed a one-half (1/2) hour meal period which shall be paid at the overtime rate provided such overtime is in excess of two (2) hours of work and providing that not more than one (1) hour has elapsed between the end of the regular work hours and the commencement of the overtime to be worked. The meal period may be taken before, during or after the overtime.

(f) Call Back

An employee called back to work after completing their regular work day or from a regular day off or vacation shall be paid a minimum of four (4) hours at the overtime rate.

(g) Make-up Time

Make-up time is time worked in lieu of time missed from work which would otherwise be deducted from an employee's pay. Make-up time shall be kept to a minimum and may only be worked with the Employer's consent. Such time worked in excess of the regular work day or regular work week shall not be computed as overtime.

(h) Effect of Modified Work Week

The Employer and Local Union agree that the number of hours worked by an employee during a year should be unaffected by the type of work week chosen under Article 14.

14.04 Meal Periods

- a) Employees, who work more than five (5) hours on any workday, shall be granted one (1) continuous unpaid period in the middle of their regularly scheduled shift of not less than thirty (30) minutes and not more than one (1) hour.
- b) The time and duration of each employee's meal period shall be by mutual agreement of the Employer and the employee, subject to operational requirements being met.

- c) It is understood that this is an unpaid meal period and the Employer recognizes the employee's right to enjoy this period without interruption.

14.05 Relief Periods

- a) Employees, who work five (5) or more and less than seven (7) hours in any workday, shall be entitled to one (1) paid relief period of fifteen (15) minutes.
- b) Employees, who work seven (7) or more hours in any one workday, shall be entitled to two (2) paid relief periods of fifteen (15) minutes each, one (1) normally to be taken during the first half of their regularly scheduled shift, and the other normally to be taken during the second half of their regularly scheduled shift. An employee's relief periods may be combined by mutual agreement between the employee and Employer, provided that such a combination is not to be used to shorten an employee's regular workday.

ARTICLE 15 – RATES OF PAY

- a) Each employee shall be paid on a semi-monthly basis, based on his/her average number of hours.
- b) Employees shall be paid on the pay scale in Appendix A.
- c) All employees shall receive their pay through direct deposit into their bank account.

ARTICLE 16 - TECHNOLOGICAL AND/OR ORGANIZATIONAL CHANGE

16.01 Definition/Notice

The Employer agrees to provide the Union with not less than sixty (60) calendar days notice in writing of any plans or intention to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees covered by this agreement. The Union and Employer may choose to waive the sixty (60) days notice by mutual consent.

16.02 Consultation and Adjustment Plan

The Employer must meet in good faith with the Union representatives on the Labour Management Committee as soon as reasonably possible pursuant to Section 54 of the Labour Relations Code of BC.

16.03 Re-training

When the Employer introduces a technological change, the Employer shall provide a reasonable amount of relevant training to those employees retained in employment after the change so that they are capable of working with the new technology.

ARTICLE 17 - HOLIDAYS, VACATIONS, BENEFITS AND LEAVES

17.01 Statutory Holidays

a) The following are recognized as paid statutory holidays :

New Year's Day	B.C. Day
Family Day	Thanksgiving Day
Labour Day	
Good Friday	
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

In addition any other day proclaimed as a statutory holiday by the Federal or Provincial Governments or day in lieu of a Statutory Holiday shall be recognized.

b) **Compensation for Statutory Holidays Falling on Scheduled Days Off**

When a statutory holiday falls on the regular day off of an employee, the employee shall choose to be granted an equivalent time off without loss of pay or to be paid at regular rates. The time at which the time off is taken is to be determined by mutual agreement between the Employer and the individual employee.

17.02 Vacations

a) **Definition of Terms**

For the purpose of Section 17.02 – Vacations - the calendar year shall mean the twelve (12) month period from January 1st to December 31st inclusive.

b) **Vacation Entitlement**

Employees shall be entitled to the same annual vacation entitlements as are provided to the Employer's members, who are permanent full-time UBC employees under the collective agreement between the Employer and UBC.

c) **Vacation Carry-Over**

- (i) Permanent Employees with less than three (3) weeks (105 hours) vacation entitlement shall be entitled to carry over one (1) week (35 hours) of vacation entitlement at any one time to be taken the following year. However, arrangements may be made to carry over up to a maximum of two (2) weeks (70 hours) vacation entitlement by mutual consent between the Employer and the employee concerned.
- (ii) Permanent Employees with three (3) weeks (105 hours) vacation entitlement or more shall be entitled to bank up to a maximum of two (2) weeks (70 hours) vacation at any one time to be taken in the following year.
- (iii) Permanent Part-time employees may carry over prorated hours under this subsection (c) equivalent of one (1) or two (2) weeks vacation, as applicable.
- (iv) Vacation that is carried over under this subsection (c) shall be taken in the following year at a time that is mutually agreeable to the Employer and the employee involved provided operational requirements permit.

d) **Vacation Flexibility**

Other than in the first (1st) incomplete year, as of January 1st, each employee shall have one (1) full calendar year's entitlement available to her/him to take any time within each calendar year, prorated hours in the case of permanent part-time employees.

e) **Vacation Scheduling**

Prior to the preparation of vacation schedules, employees may submit their preferences to the President of CUPE Local 2950 and/or designate. The President of CUPE Local 2950 and/or designate(s) shall post a vacation schedule by March 1st of each calendar year. The schedule can be changed thereafter at the request of the employee if the alternative scheduling arrangements meet the work requirements of the Employer. Such requests shall not be unreasonably refused.

Employees will not be required to take their vacations in periods of less than one week's duration.

f) **Conflict in Vacation Schedule**

Scheduling of vacations shall be on the basis of seniority where there is a conflict of scheduling between employees. Employees desiring to take holidays in broken periods shall be entitled to do so by mutual agreement between the Employer and the employee concerned.

g) **Termination**

An employee terminating her/his employment shall receive her/his vacation entitlement on a pro-rata basis, based on days worked during the calendar year of termination. Payment to an employee for vacation days that exceed this pro-rata entitlement will be deducted from the final pay cheque.

h) **Compensation for Holidays Falling Within Vacations**

Should a Statutory Holiday or Special Holiday occur during a Permanent or Permanent Part-Time Employee's annual vacation, she/he shall be granted an additional day's vacation without loss of pay for each Holiday so occurring in addition to her/his vacation time.

i) **Pay Cheques**

Employees may receive any pay cheque which would normally fall due during a period of vacation or leave of absence, up to five (5) days preceding commencement of the vacation or leave of absence. Fifteen (15) calendar days notice must be given before the date the cheque is to be issued.

j) **No Loss of Vacation Entitlement Due to Illness or Injury**

When an employee is eligible for sick leave while she/he is on vacation, illness or injury during such time shall be tabulated against the employee's sick leave, subject to presentation of supporting medical certificate or other proof of illness or injury.

k) **No Termination, Layoff or Loss of Seniority**

No employee shall be terminated, laid-off, or lose seniority while she/he is on vacation. The intention of this section is that vacation time shall not be construed as part of the required notice of termination or layoff.

l) **Notice of Resignation from the Employer**

If an employee resigns, fifteen (15) working days notice will be given in writing prior to the date of termination. In the event that ten (10) or more working days written notice is given, the employee will be entitled to her/his outstanding vacation entitlement. In the event that less than ten (10) working days written notice is given, the employee will be entitled to 4% of gross earnings less any actual vacation she/he has taken, unless that employee has served five (5) continuous years of employment with the Employer, in which case 6% of gross earnings less any actual vacation taken will be paid. Vacation entitlements banked from the previous year shall be paid at the employee's full rate. An employee may rescind her/his resignation, in writing, without penalty up to three (3) working days after giving notice.

17.03 Compassionate Leave

- a) In the case of death in the immediate family, a Permanent Employee shall be entitled to up to five (5) full working days with pay upon notification to the Employer.
- b) A Permanent Employee shall be entitled to one-half (1/2) day unpaid leave of absence with pay to attend a funeral upon notification to the Employer, provided the employee is scheduled to work on the day that the funeral occurs.

17.04 Personal Emergency Leave

A Permanent Employee shall be granted up to one (1) full working day with pay each year to deal with a personal emergency, upon immediately notifying the Employer.

17.05 Maternity, Adoption and Parental Leave

The Employer shall maintain the same Maternity, Adoption and Parental Leave entitlements as are provided to the Employer's members, who are permanent full-time UBC employees under the collective agreement between the Employer and UBC.

17.06 Personal Leave of Absence

Permanent Employees may apply for an unpaid personal leave of absence. Such leave shall not be denied subject to operational requirements.

17.07 Court Duty Leave

- a) A Permanent Employee who is called for Jury Duty or subpoenaed to serve as a witness, shall continue to receive her/his regular pay for the days on which she/he would otherwise have worked.
- b) In the event the Permanent Employee receives any monies from the Crown for such service, she/he shall retain such portion as covers her/his expenses, and shall turn the remainder over to the Employer with an accounting of amounts received together with proof of amounts received together with proof of service.
- c) When a Permanent Employee is to appear as either a plaintiff or defendant in a civil suit, she/he shall be granted leave of absence without pay for such purpose.
- d) When a Permanent Employee is charged with an offense and is required to attend a hearing or is held in custody pending hearing of charges, the employee shall be allowed leave of absence without pay. If the Permanent Employee is found to be guilty of the charge, the Employer will consider the nature of the offense in determining whether the individual shall continue on leave of absence, return to work or be discharged.

17.08 Christmas Leave

Employees who are normally scheduled to work shall be granted three (3) days leave of absence with pay to be taken between Boxing Day and New Year's Day unless they are required to work for operational reasons. Such employees shall be paid at straight time and granted three (3) paid leave of absence days at some other mutually agreeable time.

17.09 Sick Leave and Personal Appointments

- a) No employee shall be severed or lose seniority because of illness.
- b) Proof of Illness
 - (i) Where an employee is absent through illness, she/he must report by telephone or otherwise to her/his supervisor or designate as early as possible, normally by starting time on the first day away.
 - (ii) In the situation where an illness will exceed six (6) days, the employee shall advise the Employer, whenever possible, by telephone on a weekly basis as to their expected date of return to work, unless there has been a definitive period of time established for the employee's illness.
 - (iii) Upon return to work the employee will be required to complete a standard "Proof of Illness Form"
 - (iv) A medical certificate may be required from an employee where there would appear to be excessive use of sick leave or where there is a return to work after a prolonged illness.
- c) **Medical and Dental Appointments**
 - (i) Absence of one-half (1/2) day for medical or dental appointments shall not be deducted from a Permanent Employee's sick leave credits nor shall any pay be deducted. There shall not normally be more than an average of one-half (1/2) day per month for this purpose in accordance with subsection (iii) below.
 - (ii) Excessive use of medical or dental appointments may require medical or dental certificates.
 - (iii) Permanent Employees are entitled to three and a half (3.5) hours per month for use for medical or dental appointments. Permanent Employees may use the three and a half (3.5) hours if necessary all at one time, or in pieces (eg. three one-hour parcels at the end of the working day).

On average Permanent Employees will not use more than three and a half (3.5) hours in a month for the purpose of medical appointments. When a Permanent Employee exceeds three and a half (3.5) hours for this purpose, then the Employer will average usage over the twelve months immediately preceding the current month; if the Permanent Employee has not averaged three and a half (3.5) hours over the previous twelve (12) months, then additional time for appointments is available to the Permanent Employee up to the maximum potential usage of forty-two (42) hours. By referencing the moving average over the twelve most recent months, employees are able to 'wipe out' months of high usage systematically.

If the Permanent Employee's usage exceeds forty-two (42) hours, then payment for the medical appointment is deducted from the Permanent Employee's accumulated sick leave bank.

If the bank has run out, then the pay for the time will be deducted from the employee's next cheque.

d) **Sick Leave Records**

Employees shall have access to their personal sick leave credit records on request.

e) **Sick Leave Entitlement**

- (i) Permanent Employees shall earn sick leave credits at the rate of one and one-quarter (1 1/4) days (8 3/4 hours) per month with full pay up to 152 days (1064 hours) maximum. When an employee has worked eleven (11) of the days in any given calendar month, she/he will be entitled to full sick leave credit for that month.
- (ii) Upon request, an employee who has exhausted her/his sick leave will be issued a Record of Employment so that she/he may apply for Sick Leave Employment Insurance benefits.
- (iii) Permanent or Permanent Part-time Employees may apply for and receive an unpaid leave of absence for medical reasons with supporting medical documentation.

f) **Subrogation**

- (i) Employees with sick leave to their credit shall turn over or cause to be turned over to the Employer any monies paid or payable to them by the Workers' Compensation Board and upon so doing shall receive full pay up to the value of their sick leave. If there is no credit of sick leave, employees shall retain their WorkSafe BC cheques.

- (ii) Employees shall turn over, or cause to be turned over to the Employer, any monies paid or payable to them by the Insurance Corporation of British Columbia or any other third party, excluding interest, as a result of a claim for lost wages, where employees have used their sick benefits as a result of an automobile accident or otherwise because of injuries sustained due to the negligence or wrong-doing of a third party.
- (iii) Sick leave benefits will be credited upon payment of these monies. It is understood and agreed that the amount an employee is required to repay to the Employer for a claim of lost wages shall be net of verified expenses incurred by the employee to recover that claim.
- (iv) It is further understood and agreed that the foregoing shall not apply to global awards for damages that do not specify lost wages. It is further understood and agreed that no employee shall be required to take legal action to recover lost wages or other damages from any third party.

g) **Statutory and Special Holidays**

When a Statutory or Special Holiday falls within, or contiguous to a period of paid sick leave, the holiday shall not be assessed against the employee's sick leave.

h) **Medical Examinations and Certificates**

Should the Employer require an employee to submit to a medical examination as a condition of employment, the employee may have the examination done by the Employer at no cost to the individual, or by her/his own doctor at the individual's own expense. The employee shall be provided with a copy of any written report provided by the doctor.

i) **Illness of Dependents**

A Permanent Employee who has dependents may use up to a maximum of five (5) days of accumulated sick leave each year to deal with the illnesses or injuries of such dependents.

A child, spouse, common-law spouse, same sex partner and/or parent is considered a dependent, for purposes of this Article, if she or he is related to the employee by blood, marriage or adoption or, as common-law spouse or same sex partner, is living in a marriage-like relationship with the employee.

17.10 Health and Welfare Plans

The Employer shall maintain Medical Services Plan (MSP) coverage, Extended Health Benefit Plan coverage, Dental Plan coverage, Employee and Family Assistance Plan coverage and Basic Group Life Insurance Plan coverage for Permanent Employees,

subject to the following subsections.

Coverage provided under this Article shall be the same as the coverage that the Employer's members, who are permanent UBC employees, receive from UBC in these areas. In the case of benefits provided as a result of the Health and Welfare Accord, these benefits will only be provided so long as these benefits continue to be provided under the Accord.

a) **Medical Services Plan (MSP) and Extended Health Benefits**

- (i) The Employer shall pay one hundred percent (100%) of the cost for MSP and Extended Health Benefit premiums.
- (ii) Upon appointment to employment, employees shall be enrolled for MSP and Extended Health Benefit Plan benefits.
- (iii) After sixty-six (66) days of accumulated service, permanent part-time employees shall be eligible for enrollment for MSP coverage and Extended Health Benefits Plan benefits, provided they normally work a minimum of seventeen and a half (17.5) straight-time hours per week.

b) **Dental Plan**

- (i) The Dental Plan Premiums shall be cost shared on the following basis:
 - Employer – 70%
 - Employee – 30%
- (ii) After three (3) months of employment, employees shall be eligible to participate in the Dental Plan.
- (iii) After sixty-six (66) days of accumulated service, permanent part-time employees shall be eligible for enrollment for MSP coverage and Extended Health Benefits Plan benefits, provided they normally work a minimum of seventeen and a half (17.5) straight-time hours per week.

c) **Employee and Family Assistance Program**

- (i) The Employee and Family Assistance Plan Premiums shall be cost shared on the following basis:
 - Employer – 70%
 - Employee – 30%
- (ii) Upon appointment to permanent employment, employees shall be eligible to participate in the Employee and Family Assistance Plan referred to above.

- (iii) After sixty-six (66) days of accumulated service, permanent part-time employees shall be eligible for enrollment for Employee and Family Assistance Program benefits, provided they normally work a minimum of seventeen and a half (17.5) straight-time hours per week.

d) **Basic Group Life Insurance**

- (i) The Employer shall pay one hundred percent (100%) of the Basic Group Life premium.
- (ii) Upon appointment to permanent employment, employees shall be eligible to participate in the Group Life Plan.
- (iii) After sixty-six (66) days of accumulated service, permanent part-time employees shall be eligible for enrollment for MSP coverage and Extended Health Benefits Plan benefits, provided they normally work a minimum of seventeen and a half (17.5) straight-time hours per week.

17.11 Long Term Disability Plan

Permanent Employees shall pay one hundred percent (100%) of the Long Term Disability Benefit Premiums through pay roll deduction.

17.12 Pension Plan

- a) Permanent Employees who are eligible to be enrolled in the UBC Staff Pension Plan and who are approved for this purpose by the applicable approving authorities, ~~may elect to~~ will be enrolled in the applicable UBC Staff Pension Plan.
- b) Permanent Employees hired before 1 January 2013 may elect to contribute to an RRSP instead of enrolling in the UBC Staff Pension Plan. Alternatively, If so elected, the Employer will and Employee may make a RRSP payment based on the required full contributions to the UBC Staff Pension Plan, ~~for those employees who are not eligible for or approved to be covered under the UBC Staff Pension Plan.~~
- c) For those permanent Employees who are not eligible to be covered under the UBC Staff Pension plan, Employer and Employee will make a RRSP payment based on the required contributions to the UBC Staff Pension Plan.

Required Contributions to the RRS Plan shall be:

Employer Contributions Based on earnings	Employee Contributions Based on Earnings
1 st \$3500.00 10%	1 st \$3500.00 5%
Between \$3500 - \$44,900 (Current YMPE) 8.2%	Between \$3500 - \$44,900 (Current YMPE) 3.2%
Balance of Earnings 10%	Balance of Earnings 5%

- d) If the contribution rates to the UBC Staff Pension Plan are amended, contribution rates to the RRSP will be amended accordingly.

ARTICLE 18 - HEALTH AND SAFETY

Employees who have reasonable cause to believe that their work situation causes an undue safety hazard may refuse to work in the situation until the safety problem has been dealt with under sections 3.12 and 3.13 of the Occupational Health and Safety Regulations of B.C. Employees may be assigned alternate work during the investigation.

ARTICLE 19 – EMPLOYMENT EXPENSES

19.01 Professional Development

- a) The parties shall discuss professional development matters during the term of the Collective Agreement in the Labour Management Committee in order to establish, on a mutually agreeable basis, those courses of instruction, conferences, seminars and/or workshops, etc. that qualify for professional funding.
- b) The Employer shall pay up to \$1,200.00 per contract year per employee, inclusive of wages and expenses, towards the cost of that employee attending a course, conference, seminar or workshop that has been agreed upon under subsection (a) above.
- 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.

19.02 Skill Upgrading/Training

- a) Employees are expected to possess the general training and skills required to perform competently the duties of their classifications and positions.
- b) The Employer shall provide employees with the specific training required for them to continue the competent performance of their duties where their job duties have been affected as a result of the introduction of new or different technology, processes, procedures, organizational structures, or staff changes.
- c) The Employer shall bear the costs of such specific position training, which will be provided on work time and in a timely manner, at a time which is mutually convenient to the department and the employee.

19.03 Conventions, Conferences and Meetings

Where an employee is required by the Employer to attend a Convention, conference or meeting, the Employer shall reimburse expenses as per its expense reimbursement

policy. An employee will be paid for a regular working day for each day so attending.

ARTICLE 20– TERM OF AGREEMENT

20.01 Term of Agreement

This Agreement will be in effect from April 1, 2012 and shall expire on March 31, 2014.

20.02 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.

20.03 Notice of Re-opening

Either party to this Agreement may at any time within the four (4) months immediately preceding the expiry of this Agreement, by written notice require the other party to commence collective bargaining.

20.04 Collective Bargaining

If notice of collective bargaining has been given the parties must, within ten (10) days after the date of notice or as soon as is mutually agreeable, commence to bargain collectively in good faith, and make every reasonable effort to the conclude the renewal of the collective agreement. If such collective bargaining cannot be completed prior to the expiry date of this Agreement, any changes in compensation to employees shall nevertheless be retroactive to said expiry date.

LETTER OF UNDERSTANDING

BUS AND PARKING PASSES

The parties agree that the Employer will continue to provide a monthly bus pass to Frans Van de Ven and an annual parking pass to Leslie Hodson.

Dated this 12th day of December 2008

Renewed this 4th day of July 2013

LETTER OF UNDERSTANDING

BUSINESS AGENT

The Business Agent's negotiated rate of pay reflects the fact that he is not eligible to receive overtime pay. The Business Agent may however work a flexible work week in order to mitigate as much as operationally possible, the effect of any overtime he/she is required to work, provided:

- a) Flexible time only applies in those weeks when overtime is worked.
- b) The incumbent informs the Employer in advance when he/she intends to flex his /her hours.

Dated this 12th day of December 2008

Renewed this 4th day of July 2013

20.02 Term of Agreement

This agreement will be in effect from 1 April 2012 and will expire on 31 March 2014.

Appendix A – Wage Rates

Effective 1 April 2012: 2% increase

Effective 1 April 2013: 2% increase

In witness whereof, we, the undersigned have hereunto set our signatures. Dated this 4th day of July, 2013.

For CUPE local 2950

Karen Ranalletta

For CEP local 467

Jim Dixon

Frans van de Ven


Nancy M Forhan


Jaimie Miller