

COLLECTIVE AGREEMENT

between

**FEDERATION OF POST-SECONDARY EDUCATORS
OF BRITISH COLUMBIA
(the "Employer")**



and

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



Effective from January 1, 2017 to December 31, 2019

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BETWEEN:

FEDERATION OF POST-SECONDARY EDUCATORS OF BRITISH COLUMBIA
(the "Employer" or "FPSE")

AND:

THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1004
(hereinafter called "The Union")
PARTY OF THE SECOND PART

ARTICLE 1 - RECOGNITION

1.1 Recognition

- (a) The Employer recognizes the Union as the sole collective bargaining agent for all Employees of the Employer except the elected officers of FPSE and an elected representative functioning in accordance with Article 2.3.
- (b) Within this Collective Agreement, President means President of FPSE, or another person designated by FPSE.

ARTICLE 2 - DUES CHECK-OFF AND UNION SECURITY

2.1 Monthly Union Dues

All Employees shall, as a condition of employment, acquire and maintain Union membership and all Employees shall pay monthly dues to CUPE 1004. Such payment will be made by payroll deduction in accordance with the provisions of Section 16 of the *Labour Relations Code*.

2.2 Collected Dues

The Employer shall forward the collected dues by cheque to the Secretary-Treasurer of the Union within one (1) month of such deduction.

2.3 Union Security

No work regularly performed by Administrative Coordinator, **Staff Accountant or Staff Representative Employee** in the bargaining unit shall be contracted out or be performed by anyone other than an Administrative Coordinator, **Staff Accountant or Staff Representative Employee**. Persons not covered by this Agreement shall not perform work that is normally performed by Employees covered by this Agreement, except:

- (a) in the case of emergency;
- (b) work that has traditionally been performed by members of FPSE with regard to strikes, FPSE committees, and internal and external FPSE political activities;
- (c) any work traditionally done by the FPSE President, provided that such work does not result in the layoff of bargaining unit member; or
- (d) **external counsel retained.**

ARTICLE 3 - PICKET LINES

Employees shall not be required to cross picket lines or to perform struck work.

ARTICLE 4 - UNION BUSINESS**4.1 Leave with Pay for Union Business**

Union members shall be allowed reasonable time during working hours without loss of pay for the purpose of attending meetings with CUPE Local 1004 representatives, attending CUPE Local 1004 monthly meetings, and/or processing grievances and of meeting with the Employer with respect to negotiation of a Collective Agreement, administration of the Collective Agreement, and other collective bargaining matters.

4.2 Leave without Pay for Union Business

A Union member may request leave of absence without pay for purposes relating to Union activities. Such leave shall not be unreasonably withheld. Requests for such leave of absence shall be given precedence over any other applications for leave on the same day.

4.3 Union Officer Duties

The Employer agrees that any officer of the Union who is on leave of absence for the purpose of performing his/her duties as an officer of the Union or any affiliated body shall not lose seniority in the service of the Employer and shall continue to accumulate seniority and vacation entitlement while performing such duties. Paid vacation taken for the year in which the leave of absence is taken will be prorated by the ratio of days actually worked divided by the days the participant would have worked but for the leave of absence. Upon retirement from duties as an officer of the Union, such former Union officer shall be entitled to return to his/her former position.

4.4 Salary and Benefits on Union Leave

With respect to any leave of absence granted without pay, the Employer shall maintain the Employee's salary and benefits for the period of the leave of absence, and shall invoice the Union for the cost of salary and benefits. The Union shall reimburse the Employer within sixty (60) days for the cost of salary and benefits assigned to the leave. Where the leave of absence is for a duration of five (5) or fewer continuous days, the Employer shall bill the Union for wages only.

4.5 Bulletin Board

The Employer shall provide at the site of employment a bulletin board for Union business and announcements of interest to Union members. The location shall be in the business offices at a place agreeable to the Union.

4.6 Reasonable Access

The Employer will allow the Union reasonable use of its facilities and equipment.

ARTICLE 5 - OTHER EMPLOYEE RIGHTS**5.1 No Discrimination**

There shall be no discrimination for any reason.

5.2 Sexual and Personal Harassment

(a) *Sexual Harassment*

All Employees have the right to work in an environment free from sexual and personal harassment. For the purposes of this clause and without limiting the foregoing, sexual harassment includes:

- (1) Unwanted sexual attention made by a person who knows or ought reasonably to know that such attention is unwanted, or
- (2) Unwanted physical contact such as touching, patting, pinching or punching, or
- (3) Implied or expressed promise of reward for complying with a sexually oriented request, or
- (4) Implied or expressed threat of reprisal, in the form either of actual reprisal or the denial of opportunity, for refusal to comply with a sexually oriented request, or
- (5) The inappropriate display of sexually oriented, literature, pornographic or offensive material, or
- (6) Remarks or behavior which may reasonably be perceived to create a negative psychological and emotional environment for work.

(b) *Personal Harassment*

For the purposes of this Article and without limiting the foregoing, personal harassment includes:

- (1) Physical threat, intimidation, or assault or unwelcome physical contact such as touching, patting, pinching and punching, or
- (2) Unwelcome behavior or comment that is directed at or offensive to any Employee that demeans, belittles, causes personal humiliation or embarrassment to the Employee, or any Employees, or
- (3) Implied or expressed promise of reward or threat of reprisal, or the denial of opportunity for refusal to comply with a request which is unrelated to an Employee's assigned duties, or
- (4) The improper use of power and authority inherent in the position held, so as to endanger an Employee's position, threaten the economic livelihood of the Employee, or in any way interfere with or influence the career of such an Employee.

(c) *Harassment Complaints*

Employees may process complaints about harassment through the grievance procedure, subject to the following changes:

- (1) Where a person who is the subject of the complaint is the Employer representative at any stage of the grievance procedure then the Union may bypass that stage of the procedure or present the grievance to another appropriate Employer representative;
- (2) Employer and Union representatives in the course of investigating a complaint of harassment shall have due regard for the privacy and confidentiality of any and all persons involved in the complaint;

(3) An Arbitrator in the determination of a complaint of harassment shall take reasonable steps to protect the interest of all parties in privacy and confidentiality in the determination of procedural and evidentiary matters, subject to the requirement of fairness to all parties.

(4) Where the complainant and the person who is the subject of the complaint are both members of the bargaining unit, then the arbitrator seized with a grievance of harassment shall also have jurisdiction in respect of any grievance arising from related discipline of the Employee who is the subject of the complaint.

(5) An Arbitrator has the authority to fashion a settlement, which can include instructions designed to accommodate the needs of the complainant. Where such action causes detriment, the detriment shall fall upon the harasser and not other bargaining unit Employees.

(6) No information relating to the grievor or alleged harasser's personal background or lifestyle shall be admissible during the grievance or arbitration process.

(d) *Right to Know*

Employees against whom a grievance or complaint has been filed pursuant to this Article shall have the right to know what allegations have been made against them, and shall have the right to Union representation at all meetings, interviews, and hearings where the Employee's presence is requested.

(e) *Right to Union Representation*

Complainants have the right to Union representation at all meetings, interviews and hearings where the complainant's presence is requested.

(f) *Time Limits*

Time limits shall be waived for filing grievances under this Article, however, grievances filed beyond six (6) months after the last incident may be denied on the grounds of unreasonable delay. The Employer assumes the burden of proof of unreasonable delay.

(g) *Human Rights Tribunal Complaints*

If the complainant chooses to file a simultaneous complaint with the Human Rights Tribunal, the grievance procedure shall be exhausted before the Human Rights complaint proceeds to hearing. However, a grievance cannot be denied solely on the grounds that the complaint has been lodged with the Human Rights Tribunal and the Tribunal chooses to act on the complaint.

5.3 Employment Standards Act

Notwithstanding any other provision of this Agreement, or any provisions of the Employment Standards Act, the benefits set out in the Employment Standards Act shall be deemed to be the minimum standards of employment under this Agreement, and will apply except where a provision more beneficial to the Employees is set out in this Agreement.

5.4 Indemnification

(a) If an action or proceeding is brought against any Employee covered by the Agreement for an alleged tort committed by the Employee in the performance of their duties and provided that such actions did not constitute a disregard or neglect of their duties as an Employee, then the Employer shall defend and indemnify the Employee.

(b) This Article shall not be construed to mean that the Employer shall pay costs, expenses, or fees (or be responsible for financial losses) for such Employee incurred during or as a result of the Employer's internal disciplinary proceedings against the Employee.

5.5 Privacy

The Employer agrees to comply with the *Personal Information Protection Act [SBC 2003] Chapter 63*.

5.6 Electronic Monitoring and Surveillance

(a) Electronic monitoring and surveillance shall not be used for the purposes of individual work measurement of Employees.

(b) Surveillance cameras, any technology or systems capable of monitoring Employees or their work and any other related equipment shall not be used in Employee occupied areas without the knowledge of Employees in the area.

(c) At no time shall videotaping digital visual or audio recording, or any other form of electronic tracking or monitoring of Employees, work output or attendance in or at a particular location be allowed for the purpose of random surveillance, audits or assessing discipline. At no time may such systems be used as a means to gather evidence in support of disciplinary measures. The Union shall be advised, in writing, of the location and purposes of all surveillance cameras and the reason for installation of such equipment.

5.7 Employee Confidentiality

The Employer shall not release any information to any person or agency about an Employee with regard to any personal or work related matter without the express written permission of the Employee. In the event the Employer is required by law to disclose information of a personal or work related nature to a person or agency the Employer shall advise the Employee forthwith of all particulars of such disclosure. Notwithstanding the foregoing the Employer may however choose to disclose information due to concerns for Employee(s) safety. When the employer uses technology that can identify Employee's access, these records will not be released to any person or agency without the written permission of the Employees.

5.8 Health and Safety

The Employer agrees to comply with the *Workers Compensation Act [RSBC 1996] Chapter 492*.

5.9 Personnel File

(a) There shall only be one (1) personnel file for each Employee.

(b) The Employee will be notified when new material is added to his or her personnel file.

(c) An Employee or the Union designate with the written authority of the Employee, will be given private access to his or her personnel file upon reasonable notice.

(d) The Employer will provide to the Employee or the Union designate with the written authority of the Employee, a copy of his or her personnel file or part thereof upon request.

(e) Any disciplinary document(s) shall be removed from the Employee's file after the expiration of eighteen (18) months from the date of issue providing there has not been a further infraction during that period of time.

5.10 Human Rights and Discrimination

The Employer agrees to comply with the *Human Rights Code [RSBC 1996], Chapter 210*.

ARTICLE 6 - EMPLOYER RIGHTS

Except as this Agreement otherwise specifies and subject to the job descriptions appended to this Agreement, the Employer retains the right to assign duties and to manage and direct Employees, provided such rights are exercised fairly and reasonably.

ARTICLE 7 - GRIEVANCE AND ARBITRATION

7.1 Grievances

- (a) All grievances concerning the operation, application or alleged violation of this Agreement will first be discussed with the FPSE President.
- (b) If no agreement is reached, the Union may submit the grievance in writing to the FPSE President, who will meet with the designated Union representative to discuss the grievance in an attempt to obtain a satisfactory resolution. The FPSE President will give the Union a formal written response within fifteen (15) working days following the meeting.
- (c) If the grievance is not resolved in discussions with the FPSE President, the Union may submit the grievance in writing to the FPSE Executive who will meet with the Union in an attempt to obtain a satisfactory resolution. The Executive will give a formal written response to the Union within fifteen (15) working days following the meeting. Timelines may be extended by mutual agreement of the parties.
- (d) A grievance must be filed in writing within forty (40) working days of the alleged violation of the Agreement or of the Union's becoming aware of the alleged violation.

7.2 Unresolved Grievances

If a grievance is not resolved through the steps in Article 7.1, the Union may advance the grievance to arbitration. The parties will select a mutually agreeable arbitrator.

7.3 Arbitration

The arbitrator will hear the dispute within thirty (30) days of being appointed and will render a decision as soon as possible thereafter. The arbitrator's decision will be binding on both parties. The timelines to hear the dispute may be extended by mutual agreement of the parties.

7.4 Arbitrator Jurisdiction

The arbitrator has jurisdiction to hear and determine the real issue in dispute and to decide the matter in accordance with law and equity, to extend time limits, and to relieve against technical irregularities.

7.5 Arbitrator Fees and Expenses

The arbitrator's fees and expenses will be shared by the parties, the Employer paying fifty percent (50%) and the Union paying fifty percent (50%). The Union and the Employer are each responsible for their own costs of representation.

ARTICLE 8 - APPOINTMENT OF EMPLOYEES**8.1 Definition of Employees****(a) Regular Full-Time**

A Regular Full-Time Employee is any person employed on a full-time permanent basis whose duties fall within the bargaining unit as defined in Article 1.1(a) of this Agreement and who has completed the probationary period.

(b) Regular Part-Time

A Regular Part-Time Employee is any person employed on a continuing basis for less than the normal hours of work or work week, whose duties fall within the bargaining unit as defined in Article 1.1(a) and who has completed the probationary period. Regular Part-Time Employees shall be covered by all conditions of the Agreement, except as follows:

(1) With the exception of Part-Time Employees on staff as of October 1st, 2001 or employees on job sharing arrangements, there shall be no more than twenty percent (20%) in each job classification in part-time work. In the event that twenty percent (20%) equals less than one (1) employee, one (1) part-time employee may be hired. This provision may be waived by mutual agreement between the Employer and the Union;

(2) Part-Time Employees on sick leave shall receive a prorated salary based on the number of hours normally worked in a week for up to thirty (30) working days as per Article 8.1(b)(4) after which time they shall receive salary continuance benefits, pursuant to Article 24.1;

(3) Vacation entitlement for Part-Time Employees shall be provided in Article 18.1 based on the anniversary date of hire and prorated pursuant to Article 18.4 and based on the number of hours normally worked in a week;

(4) Paid holidays on which a Part-Time Employee is not scheduled to work shall be prorated based on the number of hours worked in the four (4) week period immediately preceding the statutory holiday.

(c) Temporary

(1) A Temporary Employee is one so informed by the Employer at the start of employment.

(2) A Temporary Employee may only be hired to replace a Regular Employee on paid or unpaid leave pursuant to the terms of the Collective Agreement, or to replace an Employee on a Job Sharing appointment, **or by mutual agreement of the parties.**

(d) Casual

Casual Employees shall be those Employees hired for extra or relief work for periods of up to **three (3) months**. Such Employees shall be paid at the salary rates provided in this Agreement plus seventeen percent (17%) in lieu of benefits, inclusive of vacation and statutory holidays. An extension of the period may be arranged by mutual agreement between the parties.

8.2 Appointment of Employees

(a) The appointment of Employees shall be in writing which shall indicate whether the appointment is Regular, Temporary or Casual and whether the appointment is Full-Time or Part-Time. This shall include anticipated shift schedules. Where possible, the Employer shall provide seven (7) calendar days' notice of schedules to Employees.

- (b) The appointment of Employees shall be within one of the classifications of Staff Representative, Administrative Coordinator or Staff Accountant.
- (c) A Temporary Employee shall not attain Regular status during the period of his/her temporary appointment.
- (d) In accordance with Clause 8.1(d), the Employer may also hire Casual Employees to replace Regular Employees who are absent or on leave under the provisions of this Agreement.

8.3 Probation - Regular Employees

- (a) Every new Regular Staff Representative Employee shall be on probation for the first six (6) months of employment.
- (b) Every new Regular Administrative Coordinator and Staff Accountant Employee shall be on probation for the first three (3) months of employment.
- (c) The FPSE President or designate shall appraise new Regular Employees during their probationary periods. If no appraisal is carried out, an Employee's performance shall be deemed to be satisfactory.
- (d) Upon the successful completion of the probationary period, an Employee shall become a Regular Employee and shall be placed on the seniority list in order of their date of appointment.
- (e) In the event that a Regular Employee's appointment is not confirmed at the end of the probationary period, the Employer shall give the Employee at least three (3) weeks notice (or pay in lieu of notice) of the termination.

8.4 Probation - Temporary and Casual Employees

- (a) There shall be no probation period for Temporary or Casual Employees.
- (b) In the event, that a Temporary Employee becomes Regular, the time worked as a Temporary Employee for any continuous period of four (4) months or more with a satisfactory appraisal shall be considered as part or all of the probationary period.

8.5 Selection Committee

For the purposes of new staff hires, a selection committee consisting of two (2) Employer representatives and one (1) bargaining unit member by the Union will be struck. Either party may appoint an observer.

ARTICLE 9 - NEW CLASSIFICATIONS

Should a new classification be created during the life of this Collective Agreement, in addition to those positions described in the job descriptions appended to this Agreement (Appendices B, C, D), the parties will negotiate a rate of pay and other terms relevant to that position. In the event the parties cannot agree, these matters may be referred to arbitration as provided in Article 7. Such new terms will be effective from the first day of the new classification.

ARTICLE 10 - EMPLOYEE APPRAISALS

10.1 Regular Employee Appraisals

The Employer may conduct formal appraisals of a Regular Employee's performance. The procedures for such appraisal shall be worked out in consultation with the Employee and the Union.

10.2 Temporary Employee Appraisals

The Employer shall conduct formal appraisals of every Temporary Employee upon the completion of their appointment. The appraisal should follow closely the criteria for formal appraisal for Regular Employees.

ARTICLE 11 - JOB VACANCIES AND OTHER APPOINTMENTS

- (a) When a job vacancy occurs, the job shall be posted for five (5) working days. First consideration shall be given to the existing Regular Employees, then to Temporary Employees, then to new hires.
- (b) In making promotions, transfers, and demotions, the Employer shall award the position to the most senior Regular Employee applicant who is qualified.
- (c) In filling vacant positions, the Employer shall award the position to the senior qualified Regular Employee applicant.
- (d) In filling vacant positions where there are no Regular Employee applicants for the position, the Employer shall award the position to the qualified Temporary Employee applicant who has exhibited satisfactory performance, and with the greatest total accumulated service.
- (e) Any available work shall be offered to qualified Part-Time Employees prior to the appointment of, or the assignment of, the available work to a Casual Employee.
- (f) Qualifications for a new or vacant position and the determination of whether or not the Employee is qualified for the position shall be determined by the Employer in consultation with the Union.

ARTICLE 12 - SENIORITY, LAYOFF AND RECALL

12.1 Seniority

- (a) Seniority for a Regular Employee is defined as the length of the Employee's continuous employment (Full or Part-Time) from the date of commencement of Regular employment, plus time worked as a Casual or Temporary Employee.
- (b) Casual and Temporary Employees shall accrue seniority on an hourly basis.

12.2 Leaves of Absence

During all leaves of absence from work, a Regular Employee's seniority shall be maintained.

12.3 Order of Layoffs

- (a) *Casual and Temporary Employees* will be laid off in reverse order of seniority before any Regular Employees.
- (b) *Regular Employees:* Layoffs shall occur in reverse order of seniority within the appropriate seniority unit, subject to the ability of the remaining Regular Employee(s) to perform the work available. Disputes on the issue of such ability may be referred directly to arbitration. The seniority placement of each Regular Employee is given in Appendix A.

12.4 Notice of Layoff

Regular Employees with over five (5) years' service shall receive at least five (5) months' notice of layoff, or pay in lieu of notice. Other Regular Employees shall receive at least three (3) months' notice of layoff or pay in lieu of such notice. Temporary Employees shall receive at least two (2) months' notice, or pay in lieu of notice, if layoff occurs prior to the end of the Employee's term of employment. Casual Employees shall receive at least two (2) weeks' notice, or pay in lieu of such notice, if layoff occurs prior to the end of the Employee's term of employment.

12.5 Right of Recall

For a period of two (2) years following the date of layoff, laid-off Regular Employees shall have the right of recall to any position for which they are qualified except where the Employer, in consultation with the Union, determines that the Employee does not have the capabilities and qualifications to perform the work. Recall will be in the order of seniority.

12.6 Temporary and Casual Employees – Right of Recall

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

(b) For a period of two (2) years following the end of their employment Casual Employees shall have the right of recall on a seniority basis to fill any casual position for which they are qualified, subject to 12.5 and 12.6(a) provided the employee has completed the equivalent of three hundred and eighty (380) hours of work.

(c) If a vacancy for a Regular position occurs, the most qualified Temporary Employee applicant shall be awarded the position in accordance with Article 11(a) above.

12.7 Purpose of Layoff

The Employer shall layoff Employees only for lack of work, or shortage of funds.

12.8 Severance

Upon layoff, a Regular Employee shall receive severance pay of one (1) month's salary for each year of service to a maximum of six (6) months.

12.9 Continuation of Benefits on Layoff

(a) In the event of a layoff, the Employer agrees to pay the premiums for the employee benefit plans for a period of up to two (2) months. After that period, employees so affected will be given the right to continue this coverage through direct payment until such time as their recall rights expire, or the insurance carrier no longer permits continuation of coverage, whichever occurs first.

(b) The Employee must pay their share of the cost of the premiums to the Employer prior to the date that the Employer makes premium payments to the insurance carrier.

12.10 Targeted Labour Adjustment

(a) *Employer Commitments*

- (1) It is agreed that the Employer will make every reasonable attempt to minimize the impact of funding shortfalls and reductions on the work force.
- (2) Subject to funding availability, fairness, flexibility and Employee choice will prevail in the implementation of labour force adjustment strategies.
- (3) It is incumbent upon the Employer to communicate effectively with their Employees and the Union representing those Employees as soon as the impact of any funding reduction or shortfall or profile change has been assessed.
- (4) If a work force reduction is necessary, the Joint Labour Management Committee will canvass Employees in a targeted area or other area over a fourteen (14) day period, or such longer time as the Joint Labour Committee agrees, to find volunteer solutions that provide as many viable options as possible and minimize potential layoffs.

(b) *Menu of Labour Adjustment Strategies*

To minimize layoffs, the following menu of labour force adjustment strategies will be considered and whenever reasonably possible, offered by the Employer at the appropriate time in the Employee reduction process set out in the Collective Agreement:

1. Job Sharing.
2. Reduced hours of work through partial leaves.
3. Transfers to other areas within the bargaining unit subject to available work and meeting qualifications, with minimal training required.
4. Unpaid leaves of absence for use to seek alternate employment, retirement adjustment, retraining, etc.
5. Voluntary severance with severance payment as per Article 12.4.
6. Once strategies other than layoff have been explored, the Employer may proceed, if need be to layoffs.
7. Combinations and variations of the above or other alternatives.
8. No stacking of entitlements. While various options may be considered and offered, there will be no stacking of entitlements.
9. Layoffs may occur.

ARTICLE 13 - DISCIPLINE

13.1 Just Cause

The Employer shall not dismiss, suspend, demote, or discipline an Employee bound by the Collective Agreement except for just and reasonable cause. In case of a dismissal, suspension, demotion, or reprimand, the Employer shall give written notification of and reasons for the action taken.

13.2 Right to Union Representation

An Employee shall have a Union Representative present at any discussion with Supervisory Personnel, which could form the basis of disciplinary action. Where a supervisor intends to interview an employee for disciplinary purposes, the supervisor shall notify the employee in advance of the purpose of the interview.

ARTICLE 14 - HOURS OF WORK, OVERTIME AND LEAVES**14.1 Hours of Work for Full-Time Administrative Staff and Staff Accountant Employees**

The hours of work for full-time Administrative Coordinator and Staff Accountant shall total sixty-five (65) hours per fortnight assigned over nine (9) days. Regular hours assigned in any one day shall not exceed seven point two five (7.25) hours. The core hours of work for Staff Representative Employees shall be seven (7) hours and duties shall normally be performed between 09:00 and 17:00 hours, Monday to Friday.

14.2 Paid Leave for Staff Representative Employees

Staff Representative Employees will accrue twelve (12) days of paid time off in each calendar year. These days must be taken during the year in which they are accrued, and they do not carry forward. Except by agreement of the Employer, no more than two (2) days' accrual time shall be taken at one time. The scheduling of accrual days off is subject to the Employer's approval.

14.3 Overtime for Full-Time Administrative Coordinators and Staff Accountant Employees

(a) For the purpose of computing overtime for Administrative Coordinator and Staff Accountant Employees, all time worked before and after the regularly established working day (7.25 hours per day for Full-Time Employees; 7.25 hours per day for Part-Time Employees) shall be considered as overtime and paid at the rate of one hundred and fifty percent (150%) for the first two (2) hours and two hundred percent (200%) thereafter of the Employee's prorated hourly rate.

(b) All time worked on Saturdays shall be considered as overtime and paid at the rate of one hundred and fifty percent (150%) of the Employee's prorated hourly rate.

(c) All time worked on Sundays, or on a Statutory Holiday as provided in **Article 19**, or on a day granted in lieu thereof, shall be considered as overtime and paid at the rate of two hundred percent (200%) of the Employee's prorated hourly rate.

(d) Overtime must be authorized by the Employer.

(e) Administrative Coordinator and Staff Accountant Employees will have the option of overtime pay, or time off in lieu of pay, for all overtime worked.

(f) Overtime for Administrative Coordinator and Staff Accountant Employees is voluntary, and such Employees have the right to refuse overtime. Overtime will be shared by the Administrative Coordinator and Staff Accountant Employees.

14.4 Compensatory Time Off for Staff Representative Employees

(a) Staff Representative Employees shall receive compensatory time off at straight time for **work outside of their core hours of work** and weekend work done at the Employer's request and at double time for work on vacation or statutory holidays done at the Employer's request. A Staff Representative Employee shall not receive compensatory time off for time worked during evenings (as defined in this Article), weekends, vacation, or statutory holidays in lieu of core hours. The scheduling of compensatory time off must be approved by the Employer, such approval shall not be unreasonably withheld. The Employer shall normally provide a decision on a request for compensatory time off within forty-eight (48) hours of receipt of such a request, and approval shall not be unreasonably withheld. It is understood that this shall include time spent at the Annual General Meetings and Conventions.

(b) Notwithstanding the above, when a Staff Representative is requested to work overtime for seven (7) hours or more on a Friday evening or Saturday or both, the Staff Representative may take one (1) day of compensatory time off on the immediately following Monday.

(c) Employees may elect to reduce their Compensatory Time Off accumulation upon mutual agreement of the Employee and the Employer.

(d) Employees may elect to reduce Compensatory Time Off by any single or combined options of:

(1) paid time off (arrangements subject to mutual agreement of the Employee and the Employer);

(2) conversion of Compensatory Time Off to remuneration and transfer to RRSP of the Employee or spouse;

(3) conversion of Compensatory Time Off to remuneration and payment to the Employee as income.

14.5 Paid Breaks

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

14.6 Flexible Hours of Work

(a) There will be no approval of variation to the hours of work described in this article for any employee without the agreement of the Employer and the Union.

(b) The process by which an employee may request a variation shall be as follows:

(1) The employee shall discuss the request with their Steward.

(2) The Steward shall discuss the matter through the Labour Management Committee.

(3) For approval relating to short-term requests (less than one (1) calendar year), the bargaining unit shall be the body to approve such requests with the assistance of CUPE Local 1004.

(4) For approvals relating to request of a long-term nature (longer than one (1) calendar year) CUPE Local 1004 Bylaws/practices shall be the guiding principles.

(c) It is understood that a Letter of Agreement outlining the forms of such variations shall be signed between the Employer and the Union.

ARTICLE 15 - SALARIES

The annual salaries (hourly rates) for Administrative Coordinator, Staff Accountant and Staff Representative Employees shall be as follows:

15.1 Administrative Coordinator (Appendix C)

Applies		2% Effective Jan. 1, 2017	1.5% Effective Jan. 1, 2018	1.5% Effective Jan. 1, 2019
At Start:	<i>Annually:</i>	\$ 62,398.80	\$ 63,334.78	\$ 64,284.80
	<i>Hourly:</i>	36.92	37.48	38.04
After 6 months:	<i>Annually:</i>	63,448.03	64,399.75	65,365.75
	<i>Hourly:</i>	37.54	38.11	38.68

The biweekly rate is 1/26 of the annual rate.

15.2 Staff Accountant (Appendix D)

Applies		2% Effective Jan. 1, 2017	1.5% Effective Jan. 1, 2018	1.5% Effective Jan. 1, 2019
At Start:	Annually:	74,928.92	76,052.86	77,193.65
	Hourly:	44.34	45.00	45.68
After 6 months:	Annually:	76,069.97	77,211.02	78,369.18
	Hourly:	45.01	45.69	46.37

The biweekly rate is 1/26 of the annual rate.

Employees shall advance on the scale upon completion of the appropriate period of service (i.e., six months).

15.3 Staff Representative (Appendix B)

Applies		2% Effective Jan. 1, 2017	1.5% Effective Jan. 1, 2018	1.5% Effective Jan. 1, 2019
Step 1	Annually:	\$ 96,090.21	\$ 97,531.56	\$98,994.54
	Hourly:	52.80	53.59	54.39
Step 2	Annually:	99,980.71	101,480.42	103,002.62
	Hourly:	54.93	55.76	56.59
Step 3	Annually:	102,980.29	104,525.00	106,092.87
	Hourly:	56.58	57.43	58.29
Step 4	Annually:	105,960.47	107,549.87	109,163.12
	Hourly:	58.22	59.09	59.98

The biweekly rate is 1/26 of the annual rate.

Wages shall be paid biweekly. Compensation for all employees will be deposited to the personal account they have established with a Canadian Registered Financial Institution (Bank or Credit Union) and which they have registered with the Staff Accountant.

15.4 Staff Representative Salary Placement and Progression

(a) Full-Time Employees shall advance one step on the scale upon completion of each full year of service. Part-Time Employees shall advance one step on the scale upon completion of the equivalent of one full year of service.

(b) Any person hired as a Staff Representative Employee shall be placed on Step 1 of the Staff Representative salary scale. Additional steps for initial placement on scale shall be granted by the Employer as follows:

(1) One (1) additional step for the first three (3) years of full-time experience with another Union or similar organization performing duties similar to those of the Staff Representative position in question, and one (1) further additional step for a further two (2) years of such full-time experience.

(2) One (1) additional step for a post-secondary degree (or equivalent) related to the duties of the Staff Representative position in question.

Notwithstanding the foregoing, the Employer shall not be required to make an initial placement higher than Step 3 of the Staff Representative salary scale.

15.5 Increment Progression for Temporary and Casual Employees

Temporary and Casual Employees shall receive an increment after working eight hundred and forty-five (845) hours.

ARTICLE 16 - TEMPORARY UPGRADING

(a) Administrative Coordinator and Staff Accountant staff who are required to perform duties normally performed by a Staff Representative shall have their pay adjusted to one and one-half (1½) times their normal rate while performing such duties. Such will be calculated in addition to any other premiums which may be payable.

(b) An Administrative Coordinator who is required to perform duties normally performed by the Staff Accountant shall be paid at the after six (6) month's hourly rate of the Staff Accountant salary in 15.2 while performing such duties.

ARTICLE 17 - MODIFICATION OF WORK ASSIGNMENTS

(a) Where there is an expressed need to consider assignment of work of an employee in one job classification to an employee in another job classification, the Labour Management Committee shall meet to discuss the terms of the assignment, and make recommendations to the bargaining unit.

(b) For emergency situations the parties agree that the Employer will discuss the requirements with the Union Steward on a case-by-case basis.

(c) For approvals relating to short-term assignments (less than one calendar year), the bargaining unit shall be the body to approve such assignments with the assistance of CUPE Local 1004.

(d) For approvals relating to assignments of a long-term nature (longer than one calendar year) CUPE Local 1004 Bylaws/practices shall be the guiding principles.

(e) It is understood that a Letter of Agreement outlining the terms shall be signed between the Employer and the Union.

ARTICLE 18 - ANNUAL VACATION

18.1 Vacation

Employees shall receive vacation as follows,

In the employee's first calendar year of service the employee shall be entitled to **twenty (20)** working days' vacation multiplied by the fraction of the year the employee worked during the first calendar year.

- In the second full year of service 20 working days
- In the third full year of service 25 working days
- In the fourth full year of service 25 working days
- In the fifth & subsequent full years of service 30 working days
- In the tenth & subsequent full years of service..... 33 working days

18.2 Deadline to Submit Vacation Proposals

- (a) Except for employees in their first calendar year of service, employees shall submit vacation proposals to their supervisor by March 1st of the calendar year and the supervisor shall provide the employees with their approved vacation schedule no later than March 31st of the calendar year.
- (b) Employees in their first calendar year of service shall submit their vacation proposal within two months of starting work and their supervisor shall provide the employee with their approved vacation schedule within thirty days of receipt of the proposed vacation schedule.
- (c) Employees in their first calendar year may carry over at most ten (10) days of vacation to their second calendar year.

18.3 Partial Years of Service

For partial years of service, vacation shall be prorated on the basis of the entitlement for the current year.

18.4 Entitlement

Vacation entitlement is based on full-time work and the number of days shall be prorated for part-time employees.

Annual vacation is taken within the year in which it is accrued and shall be deducted from the total entitlement for that year. With the Employer's approval, up to twenty percent (20%) of a year's vacation entitlement may be carried over to the following year. Additional carry over may be requested from the Employer, and approval for such a request shall not be unreasonably withheld.

18.5 Vacation Approval and Scheduling

- (a) Because of operational requirements, employees will not necessarily get their first choice of holidays but the employer will make every effort to accommodate vacation requests in an equitable manner.
- (b) Where there is a conflict of requests among employees, scheduling of vacation shall be made on the basis of rotation of two (2) initial lists based on seniority compiled for the two (2) categories below:
 - Staff Representatives
 - Administrative Coordinators

In each subsequent year, the name at the top of each of the two (2) lists will go to the bottom. A new Employee will be placed at the bottom of the list.

- (c) Employee requests subsequent to the Employer's response in 18.5(b) shall not cause the Employer to alter the decisions of 18.5(b).
- (d) Changes to an Employee's approved vacation may occur only with the mutual consent of the Employer and the Employee.
- (e) An Employee shall submit a vacation request in writing to their supervisor, signed by the other Employees in his/her appointment category indicating that there are no conflicts or that a conflict exists.
- (f) For the purposes of vacation scheduling, necessary office staffing for the months of July and August shall be defined as one (1) Labour Relations Representative and one (1) Support Staff

Employee, excluding the last two (2) weeks of August (August 15th to August 31st) wherein there shall be two (2) Labour Relations Representatives and two (2) Support Staff Employees.

ARTICLE 19 - PAID HOLIDAYS

19.1 Statutory Holidays

Employees will receive the following Statutory Holidays off with pay:

New Year's Day	British Columbia Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

Employees will also receive any other day declared a holiday by the Federal, Provincial, or Municipal governments.

19.2 Holidays Falling on a Weekend

When Canada Day or Remembrance Day falls on a weekend, the compensatory day off will be the Monday immediately following that weekend or any other day as mutually agreed upon by the Employer and the Union. When a holiday referred to in Article 19.1 falls in an employees' vacation period the employee will be given an additional day off with pay.

19.3 Floating Holidays

Administrative Coordinator/Staff Accountant Employees shall receive two (2) floating holidays per year.

19.4 Office Shutdown

- (a) Employees shall receive time off with pay on the last working day before Christmas Day and the working days between Boxing Day and New Year's Day.
- (b) Christmas office shutdown shall be in accordance with the Schedule at Appendix "G" attached.

ARTICLE 20 - PROFESSIONAL DEVELOPMENT/STAFF TRAINING

20.1 Regular Full-Time Employees

A Staff Representative on a Regular Full-Time appointment shall be eligible for up to ten (10) working days annually for professional development and staff training activities. An Administrative Coordinator/Staff Accountant Employee on a Regular Full-time appointment shall be eligible for up to five (5) working days for professional development and training activities.

20.2 Regular Part-Time Employees

Professional development entitlement for Regular Part-Time employees will be prorated in accordance with the Employee's appointment category and the entitlements of Article **8.1(b)**.

20.3 Temporary or Casual Employees

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

20.4 Unused Days

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

20.5 Staff Training

(a) Where the Employer designates education or training as job required or Employer initiated, the Employer shall pay the fees and reasonable expenses for the Employee to participate in the activity. Such designation shall take place after consultation with the Employee. Employees who disagree with the Employer's designation of the activity as training, or as not required for the performance of their duties, shall have the right to grieve that decision in accordance with the provisions of Article 7 (grievance procedure).

(b) Attendance at such activities shall be treated as time worked by the Employee.

20.6 Professional Development

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

(b) The Professional Development Committee shall consist of one (1) Employer representative (President or designate) and two (2) Union representatives (one Support Staff and one Staff Representative, as appointed by the Union).

(c) The Committee shall meet by October 1st each year.

(d) The Committee shall maintain a record of funds and proceedings.

(e) The Committee shall report expenditures by March 31st of each calendar year.

(f) The Committee shall receive applications, such application to include:

- Name of event, training, conference, or other similar activity
- Location
- Dates
- Rationale
- Amount applied for, itemizing:
 - Fees
 - Accommodation
 - Transportation/Mileage
 - Meals
 - Texts or Course Materials
 - Miscellaneous Costs

(g) The Committee shall make recommendations to the President. The President shall provide a response within three (3) weeks of application. The President shall not unreasonably withhold approval.

- (h) Where an activity requires that an applicant be absent from duties, the Committee shall obtain the approval of the President. The President shall not unreasonably deny approval.
- (i) Employees with approved applications shall provide a report of all expenditures of the activity, including receipts, and a summary of the activities undertaken within a month of the conclusion of the Professional Development activity.
- (j) In any year:
- (1) Each Regular Employee is guaranteed a minimum allocation of **five hundred dollars (\$500.00)** in approved PD funds.
 - (2) An Employee may carry forward his/her unused minimum allocation from year to year, but such accumulated funds shall not be paid upon the Employee's termination, resignation, layoff, retirement, or death.
 - (3) Any accumulated funds unclaimed prior to an Employee's termination, resignation, layoff, retirement, or death shall be divided equally among the remaining Employees and added to that year's allocations.
- (k) An Employee may agree in writing to forego all or a portion of their guaranteed PD fund allocation to allow another Employee to claim in excess of their PD fund accumulation.
- (l) All PD expenditures under this Article must be authorized by the Committee.
- (m) Effective on the date of execution of this agreement, the Committee shall have assigned for its administration the amount of unexpended or unallocated funds within the Professional Development fund existing at the date of execution of this agreement.

The Employer shall implement Article 20.6(j) by allocating a sum equivalent to five hundred dollars (\$500) per Regular Employee to the Professional Development Fund on September 30th of each year.

ARTICLE 21 - BENEFITS AND PENSIONS

21.1 Benefits

The Employer will provide each Employee access to the following benefit plans: Medical, Extended Health, Dental, Group Life Insurance and Accidental Death and Dismemberment Insurance, and Long Term Disability. The Employee's participation in all but the Long Term Disability Plan is optional; participation in the Long Term Disability Plan is required.

21.2 Premiums

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

21.3 Maximum Age

The Employer will extend Accidental Death and Dismemberment Insurance to cover employees over the age of sixty-nine (69). The Employer will provide such coverage up to the maximum age at which the Employer can purchase the insurance at a rate no greater than five percent (5%) higher than the rate charged for insuring an employee who is sixty-nine (69).

21.4 Pension Plan

- (a) All new Employees shall, as a condition of employment, enroll in the Municipal Pension Plan upon commencement of employment.
- (b) If an Employee does not qualify for enrolment in the Municipal Pension Plan, the Employer shall make a contribution to the Employee's RRSP which is equivalent to the contributions the Employer would have had to make to the Municipal Pension Plan on behalf of the Employee. The Employer shall make the RRSP contributions in quarterly installments.
- (c) A new Employee shall, for the purposes of enrollment in the Municipal Pension Plan only, have his/her probation waived.
- (d) Upon retirement of an employee, the Employer will continue the coverage and continue to pay its share of premiums for Medical, Extended Health, and Dental for the month in which the retirement occurred and for one calendar month thereafter.

21.5 Short-Term Disability Benefit

The Employer shall provide a short-term income protection policy (weekly indemnity benefit) insuring seventy percent (70%) of an Employee's regular salary, in the event of illness or accident, to cover the period from the 31st working day of an incapacity to the six (6) month anniversary of the illness or accident. The Employer will pay one hundred percent (100%) of the premiums for such insurance.

Note: for LTD, reference Appendix E.

21.6 Appendix E – Benefits Floor

The benefits provided for in this Article shall not fall below the level in existence at the date of signing as described in Appendix E.

21.7 Physical Fitness and Wellness Benefit

The Union and the Employer agree that a program of physical fitness will improve the overall well-being and productivity of Employees. To that end, the Employer shall support physical fitness enhancement efforts by covering associated costs to a maximum of two hundred dollars (\$200) annually. Eligible costs include, but are not limited to, a fitness club or community centre membership, physical fitness classes, sports team or sports league memberships, and sport/fitness clothing and equipment.

ARTICLE 22 - EXPENSES

22.1 Reimbursement

Work and travel expense policies adopted by the Employer for its members shall be applied to all Employees under this Agreement, provided they are consistent with this Agreement. An Employee will be reimbursed for any reasonable expense incurred while engaged in the business of the Employer.

22.2 Effective of Employee Expense Rate Upgrades

Article 22.3 shall be amended in accordance with any increases in the Employer's expense rates for its members during the term of this Agreement. The expense rate for Employees during this term of the Agreement shall not fall below those rates in effect at the time the Agreement is signed.

22.3 Expenses on FPSE Business

Expenses incurred while traveling on FPSE business shall be reimbursed on the following basis:

(a) Employees shall be reimbursed for actual costs for hotel accommodations, air fare, ferry, train, bus or taxi. For taxis, fares and tips shall be reimbursed.

(b) *Car Rental*

(1) The actual cost of car rentals at the site of a meeting shall be reimbursed up to sixty dollars (\$60.00) per meeting. Additional car rental expenses may be authorized by the FPSE President or Secretary-Treasurer. Receipts must be provided.

(2) Employees who choose to travel by personal or rental vehicle when air transportation is available, shall be reimbursed at the mileage rate up to the cost of regular air fare. Any additional accommodation or meal expenses incurred as a result of choosing to travel by personal vehicle shall be the responsibility of the Employee.

(3) An allowance of \$50.00 per night shall be paid for private accommodations. No receipts are required.

(c) *Meals*

Where a single meal is claimed:

Breakfast	\$15.00
Lunch	\$17.00
Dinner	\$30.00

The per diem meal allowance shall be reduced for any meals provided by FPSE at meetings or other events.

(d) *Child Care Expenses*

Article 21.6 notwithstanding, Employees required to work outside of normal hours or traveling out of town on Employer business shall be reimbursed for receipted child care.

(e) *Out-of-Province Supplementary Medical Insurance*

Employees who are required to travel out of province on FPSE business shall be reimbursed for travel insurance for supplemental medical coverage.

(f) *Other Expenses*

(1) The actual cost of telephone calls on FPSE business and other minor expenses, such as parking, shall be reimbursed.

(2) Employees shall be paid a per diem amount of ten dollars (\$10.00) while working out of town on the Employer's business. This per diem is for incidental expenses, such as laundry, dry cleaning, gratuities, daily paper, etc.

(3) The Employer will reimburse Employees who are required to work two (2) or more hours after their regularly scheduled hours of work for a meal at the rate prescribed in Article 22.3(c) above.

(4) The Employer will reimburse an Employee who is required to work after his/her regularly scheduled hours of work for taxi fare.

(g) *Advance Authorization*

Expenses in addition to those above shall not be reimbursed unless they are authorized in advance by the FPSE President or Secretary-Treasurer.

22.4 Child Care

For child care expense, Full-Time Regular Employees will receive the sum of **three thousand, five hundred dollars (\$3,500)** annually for one (1) child of twelve (12) years of age or younger, **and a further one thousand, five hundred dollars (\$1,500)** annually for one (1) additional child of twelve (12) years of age or younger.

For child care expense, Part-Time Regular and Temporary Appointment Employees shall receive a prorated amount.

22.5 Mobile Devices

The Employer shall provide mobile devices as required by the Employer. The Employer shall bear all costs associated with the use of the mobile devices. The mobile devices are the property of the Employer and will be returned upon the termination of the Employee’s employment.

22.6 High Speed Internet at Home

The Employer shall reimburse each Staff Representative twenty-five dollars (\$25) a month for the cost of maintaining high-speed internet at home. Reimbursement shall be provided upon proof of payment for high speed internet service.

22.7 Other Expenses

Expenses in addition to those above shall not be reimbursed unless they are authorized in advance by the FPSE President or Secretary-Treasurer.

ARTICLE 23 - AUTOMOBILE TRANSPORTATION

23.1 Transportation Allowance

Employees required to use their personal vehicle in the performance of their duties shall be provided with the following:

- (a) Eighty cents (80¢) per kilometer travelled.
- (b) *For Staff Representatives:* Vehicle insurance fee reimbursement in accordance with the following scale of annual travel calculated on April 1 of each year.

Kilometers in Performance of Assigned Duties	Pleasure / To and From Work/ Business (Rate Classes 002 and 007)
0 – 450 kilometers	0%
Over 450 kilometers	80%

23.2 Parking and/or Transit

The Employer shall provide reasonable parking to all Employees who apply, or the Employer shall reimburse an Employee for receipted monthly transit passes. Application must be made within twenty-five (25) working days of when parking is to commence. The Employer shall pay the fees for parking provided.

23.3 Automobile - Miscellaneous

(a) In the event of an Employee being involved in an automobile accident while on FPSE business, the Employer will pay the insurance deductible costs to a maximum liability of two insurance deductible costs per year. Should an accident result in the vehicle being inoperable, the Employer shall pay the cost of the necessary transportation.

(b) Should the Employee's vehicle have a mechanical malfunction during the performance of work-related duties and that malfunction results in the vehicle being inoperable, the Employer shall pay the cost of the necessary repairs and transportation.

ARTICLE 24 - SICK LEAVE

24.1 Salary Continuance

An Employee absent from work on account of illness shall continue to receive his/her full salary and benefits for up to thirty (30) working days for each illness or debilitating treatment. Following fifteen (15) working days of such absence, an Employee may, at the Employer's discretion, be required to provide a certificate from a medical practitioner.

24.2 Substitution

Salary continuance days will be substituted for vacation time where an Employee can demonstrate that he or she was ill during scheduled vacation time.

24.3 Workers' Compensation

(a) Where an Employee suffers from a disease or illness or incurs personal injury (which disease, illness, or injury is hereinafter called the "disability") and the employee is entitled to time loss compensation therefore under the Workers' Compensation Act, he/she shall not be entitled to receive salary continuance (see Article 24.1) for time lost by reason of any such disability.

(b) Up to a maximum period of one (1) year, all monies received by an Employee by way of compensation for loss of wages under the said Act shall be paid to the Employer. In return for such payment and up to a maximum period of one (1) year, the Employer shall pay the Employee the amount of his/her salary (up to the maximum reference salary specified in the WCB regulations) to which he/she would have been entitled but for the disability.

24.4 Family Illness

In the case of illness of a member of the immediate family of an Employee, when no one at home other than the Employee can provide for the needs of the ill person, the Employee is entitled to use sick leave entitlement for this purpose up to a maximum of ten (10) working days per year.

ARTICLE 25 - PREGNANCY/PARENTAL LEAVE**25.1 Birth or Adoption of Child**

An Employee is entitled to leave of up to one (1) year in connection with the birth or adoption of a child, during which time seniority shall continue to accrue. Subject to Article 26.2, this leave will be unpaid. For the purpose of this Article the service of an Employee shall be deemed to be continuous and the Employee shall be entitled to all increases in wages and benefits that they would have been entitled to had the leave not been taken.

25.2 Supplemental Employment Benefit for Pregnancy and Parental Leave

When on pregnancy or parental leave, an Employee will receive a supplemental payment added to Employment Insurance Benefits as follows:

(a) *Pregnancy/Parental Leave*

For the first two (2) weeks of Pregnancy/Parental leave an Employee shall receive one hundred percent (100%) of her salary calculated on her average base salary.

(b) *Pregnancy Leave*

For a maximum of fifteen (15) additional weeks of pregnancy leave the Employee shall receive an amount equal to the difference between the Employment Insurance Benefits and ninety-five percent (95%) of her salary calculated on her average base salary.

(c) *Parental Leave*

(1) An Employee who has taken Pregnancy Leave shall be entitled to take up to a maximum of thirty-five (35) weeks of parental leave.

(2) An Employee who is the biological or adoptive parent of the child and who has not taken Pregnancy Leave shall be entitled to take up to a maximum of thirty-seven (37) weeks of parental leave.

(3) Employees on Parental Leave shall receive an amount equal to the difference between the Employment Insurance Benefits and eighty-five percent (85%) of the Employee's salary calculated on his/her average base salary. This language shall be read to include entitlement for same sex partners.

(4) The average base salary for the purpose of Article 25.2(a), (b), and (c)(1) and (2) is the Employee's average base salary for the twenty-six (26) weeks preceding the pregnancy or parental leave. If the Employee has been on unpaid leave for part of the preceding twenty-six (26) weeks, then up to four (4) weeks of that unpaid leave will be subtracted from the twenty-six (26) weeks for the purpose of calculating the average base salary.

(5) An Employee is not entitled to receive Supplemental Employment Benefits and Disability Benefits concurrently. To receive Supplemental Employment Benefits the Employee shall provide the Employer with proof of application for and receipt of Employment Insurance Benefits.

(6) If an Employee is disentitled or disqualified from Employment Insurance pregnancy or parental benefits, the Employee shall receive the supplemental payment to the appropriate percentage less the amount of Employment Insurance Benefits the Employee would have received if qualified for Employment Insurance Benefits.

25.3 Benefits

In accordance with the preceding and for the duration of the pregnancy/parental leave, the employer shall make its normal premium payments for those of the following benefit plans in which the employee actually participates: Medical, Extended Health, Dental, Life and AD&D Insurance, Municipal Pension Plan and Employer-funded RRSP. Vacation and Sick Leave Benefits will accrue for the duration of the pregnancy/parental leave.

25.4 Return to Work

An Employee on pregnancy/parental leave shall return to his/her former position or to a position of equal rank and salary.

ARTICLE 26 - POLITICAL LEAVE

26.1 Political Leave Accommodation

The parties recognize that Employees are politically active and involved. The parties agree that such activism is consistent with FPSE's overall goals and policies. To this end, the parties further agree to make all reasonable accommodation in support of the Employees political activities.

26.2 Period of Leave

(a) If nominated as a candidate for election at the Federal, Provincial, or Municipal level, leave of absence without pay shall be provided to take part in the election campaign. During the period of leave provided for the election campaign, the Employer will maintain, at the written request of the Employee, all Health and Welfare and Statutory Benefits. The Employee shall reimburse the Employer for the cost of the benefits maintained.

(b) If elected to Full-Time office, an unpaid leave of absence shall be provided for the term of the office for up to two (2) consecutive terms. The Employee shall give the Employer two (2) months' written notice prior to resuming his/her position with the Employer. Written notice of taking political leave of absence shall be given by the Employee at least one (1) month prior to the commencement of the leave.

(c) If elected to Part-Time office, a partial unpaid leave of absence shall be provided for the term of office. Leave under this Article shall not be extended to consecutive terms of office. The Employee shall give the Employer two (2) months' written notice prior to resuming his/her position with the Employer. Written notice of taking political leave of absence shall be given by the Employee at least one (1) month prior to the commencement of the leave.

ARTICLE 27 - OTHER LEAVES

27.1 Serious Illness or Bereavement

An Employee is entitled to five (5) days paid leave in the event of serious illness or the death of a spouse, common-law spouse, parent, child, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandchild or grandparent, or any other person with the approval of the Employer. With the Employer's approval, this leave may be extended by using vacation days, compensatory time off, accrual days, and/or up to one (1) month leave of absence without pay.

27.2 Leave without Pay

All Regular Employees, after two (2) years from their date of hire as a Regular Employee, may apply for and receive up to one (1) year leave of absence without pay. Approval for such leave must be obtained from the Employer in writing and shall not be unreasonably withheld. Unless the Employer and the Employee mutually agree otherwise, upon completing such a leave of absence without pay, the Employee shall return to their former position for at least another two (2) years before becoming eligible for another leave of absence without pay under this Article.

27.3 Return to Work from Leave without Pay

A regular Employee on a leave of absence without pay for longer than six (6) months, must confirm in writing eight (8) weeks before the end of the leave the Employee's intent to return to work.

27.4 Other Unpaid Leave

Unpaid leave of absence not otherwise provided for in this Agreement may be granted at the discretion of the Employer. Such leave will not be unreasonably requested nor withheld.

27.5 Jury Duty or Court Witness

An Employee is entitled to paid leave as required in the event that the Employee is summoned as a juror or witness in any court or tribunal empowered by law to compel attendance of witnesses. The Employee shall remit to the Employer all monies paid to him/her by the court, except for the travelling and meal allowances not reimbursed by the Employer.

27.6 Medical or Dental Leave

An Employee shall receive time off with pay in the event of Doctor and Dentist appointments, which cannot reasonably be made outside normal working hours. Such time off must have prior approval of the Employer. Such approval shall not be unreasonably withheld.

27.7 Special Leave

An employee may be granted a special leave of absence without pay to assist the Employee in coping with domestic contingencies that affect the Employee or the Employee's immediate family. This special leave is in addition to any other entitlement provided for in this Agreement. This leave may be used for domestic contingencies including but not limited to the following:

- (a) illness in the immediate family;
- (b) births;
- (c) care of elderly members of the immediate family;
- (d) moving; and
- (e) marriage of the employee.

Such special leave shall not be unreasonably withheld.

The Employer agrees to pay the premiums for the Employee Benefit Plans for a period of up to two (2) months of the special leave.

27.8 Child Care Leave

At the request of the Employee, the Employer shall grant a period of up to one (1) year unpaid leave for childcare. Employees granted leave under this provision shall continue to accrue seniority.

27.9 Compassionate Care Leave

An Employee will be granted a compassionate care leave of absence without pay for up to eight (8) weeks to care for a gravely ill family member. In order to be eligible for this leave, the Employee must provide a medical certificate as proof that the ill family member needs care or support and is at risk of dying within twenty-six (26) weeks.

An Employee who is granted a compassionate care leave of absence to care for a gravely ill family member shall be entitled to the benefits as follows:

- (a) The Employee's benefit coverage will continue for the duration of the compassionate care leave, to a maximum of eight (8) weeks, and the premium payment shall be on the same basis as if the Employee were not on leave.
- (b) Where an Employee elects to buy back pensionable service for all or part of the duration of the compassionate care leave, to a maximum of eight (8) weeks, the Employer will pay the Employer portion of the pension contributions in accordance with the Pension Plan regulations.
- (c) Compassionate care leave, up to a maximum of eight (8) weeks, shall be treated as continuous employment for the purposes of seniority accrual under this Agreement.
- (d) An Employee who returns to work following a leave granted under this provision shall be placed in the position held prior to the leave or in a comparable position.
- (e) Additional Leaves: Should an Employee require additional time to care for a gravely ill family member, additional leaves may be granted beyond the eight (8) week period specified in 27.9 above. Such additional leave shall be pursuant to Article 27 - Other Leaves.

27.10 Deferred Salary Leave

The parties agree to maintain access for employees to the Employer's Deferred Salary Leave program. Changes to the existing program, other than those required by federal or provincial statutes, must be mutually agreed to by the parties.

Regular Employees shall be eligible to participate after two (2) years of service with the Employer. The leave period shall be not less than six (6) months and no more than one (1) year. Not more than one (1) staff representative and one (1) support staff shall be permitted leave at one time. On return from leave the Employee shall be reassigned to his/her former position.

The Deferred Salary Leave Plan shall be per Appendix F.

ARTICLE 28 - JOB SHARING

The parties agree that where a Regular Full-Time position exists, it may be shared between two (2) employees in accordance with the following:

- (a) The affected Employee shall indicate in writing the reason for the request including the hours and days of the week the Employee wishes to share, and with whom the Employee contemplated the job sharing arrangement. The request must be submitted at least three (3) months prior to the anticipated date of the commencement of job sharing.

- (b) The Employee with whom it is contemplated the position shall be shared must be qualified to perform the duties and responsibilities of the position.
- (c) Where the request is approved, the President shall provide each Employee with a letter covering the terms and conditions of the Job Sharing arrangement.
- (d) Under normal circumstances, the regular daily and weekly hours of the position shall remain unchanged as a result of the Job Sharing arrangement unless otherwise varied by the terms and conditions outlined in the letter provided.
- (e) The Job Sharing arrangement shall be for a minimum period of one (1) year unless otherwise initially agreed, and shall continue until one of the Employees involved vacates their position. An Employee hired temporarily to replace the position left vacant by Employee(s) job sharing shall be considered temporary for up to two (2) years. After two (2) years, the Temporary Employee shall be considered Regular, and the Employee(s) in the Job Sharing arrangement will forfeit their right to “bump” back to their former position.
- (f) At such time as the Employee vacates his/her position, the balance of the hours of work shall be offered to the second Employee in the Job Sharing arrangement.
- (g) Should the second Employee decline the offer of additional hours, then the employer may post a vacancy for the balance of the Job Sharing position.
- (h) The rate of pay for the position shall be at the hourly rate of pay for each Employee and shall be paid each Employee for the hours worked.
- (i) Paid leave benefits for vacation, statutory holidays, and paid sick leave shall be prorated to the number of hours worked by each Employee.
- (j) Each Employee shall receive fully paid benefits for B.C. Medical Plan, Extended Health Benefits, and Dental.
- (k) All other benefits and working conditions not referred to in this Article shall be as described in the Collective Agreement.
- (l) Other conditions not specifically mentioned herein shall be discussed, and agreement reached, as they arise.

ARTICLE 29 - UNION LABEL

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

ARTICLE 30 - LABOUR MANAGEMENT COMMITTEE

30.1 Establishment of Committee

A Labour Management Committee shall be established consisting of two (2) representatives of the Union and two (2) representatives of the Employer.

30.2 Function of Committee

The Committee shall concern itself with the following general matters:

- (a) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the Employees.
- (b) Promoting occupational health and safety practices.
- (c) Reviewing suggestions from employees and the Employer over issues of working conditions (exclusive of matters being pursued by the grievance procedure).
- (d) Correcting conditions causing disputes and conflicts.
- (e) Matters referred to the Committee by mutual agreement of the parties.

30.3 Meetings of Committee

The Committee shall meet not less than twice per year at a mutually agreeable time and place. Either party may call a meeting with one (1) week's notice. Its members shall receive a Notice and Agenda of the meeting from the Chair at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for attending the meetings of this Committee.

30.4 Chairperson of the Meeting

An Employer and a Union Representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.

30.5 Minutes of Meetings

Minutes of each meeting of the Committee shall be prepared and signed by the joint chairpersons as promptly as possible after the close of the meeting. The Employer shall provide signed copies to the Union and the CUPE Representative within one (1) week of the Minutes having been signed.

30.6 Jurisdiction of Committee

- (a) The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.
- (b) The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

30.7 Statutory Compliance

This Committee shall assume the responsibilities established under the Labour Relations Code, Section 53.

ARTICLE 31 - INFORMATION TO THE UNION

31.1 Information to the Union

- (a) The Employer shall inform the Union in writing of the terms of employment and salaries of all Employees at the time of hire.

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

ARTICLE 32 - PROFESSIONAL REGISTRATION AND MEMBERSHIP COSTS

A Regular Employee who is required, as a condition of employment, to maintain a current active registration or membership with one or more professional associations shall be entitled to reimbursement of the entire cost of these expenses by applying to the designated supervisor.

ARTICLE 33 - TERM OF AGREEMENT

The term of the new Collective Agreement shall be for **three (3) years, January 1, 2017 to December 31, 2019** inclusive. Subsections (2) and (3) of Section 50 of the *Labour Relations Code* shall be specifically excluded from and shall not apply to the new Collective Agreement.

Dated at Vancouver, B.C., this 16 day of May, 2018.

FOR THE UNION

FOR THE EMPLOYER

Andrew Ledger
Andrew Ledger
President

George Davidson
George Davidson
President

Lesley Burke O'Flynn
Lesley Burke O'Flynn
Bargaining Committee Member

Terri Van Steinburg
Terri Van Steinburg
Secretary-Treasurer

Zoe Towle
Zoe Towle
Bargaining Committee Member

Tim Walters
Tim Walters
Member-at-Large

Lucia Salazar
Lucia Salazar
Bargaining Committee Member

**APPENDIX A
SENIORITY LIST**

Administrative Coordinator/ Staff Accountant Employees	Date of Initial Appointment
Nancy Yip	May 17, 1990
Matt Toma	November 27, 2006
Jenny Arsenault	February 12, 2013
Nicole Seguin	June 20, 2016
Jennifer Schmidt	October 4, 2016
Rachel Garrick	August 8, 2017
Stephan Ramsey	November 2, 2017

Staff Representative Employees	Date of Initial Appointment
Weldon Cowan	March 21, 2005
Lesley Burke-O'Flynn	January 3, 2006
Zoe Towle	January 2, 2008
Sean Hillman	August 2, 2011
Leah Squance	November 4, 2013
Lucia Salazar	August 31, 2015

APPENDIX B
STAFF REPRESENTATIVE

JOB DESCRIPTION

Job Summary

The Staff Representative provides support to the President, Committees and Locals by administering and negotiating Collective Agreements and providing assistance with related FPSE activities; or by coordinating the communications and policy activities of the organization and providing assistance with related FPSE Committees.

LABOUR RELATIONS STAFF REPRESENTATIVE

The job involves the provision of advice and guidance to local officers with regard to grievances, collective bargaining and other labour relations issues; the preparation and presentation of a variety of arbitrations and appeals; the negotiation of Collective Agreements; the organization of unorganized workers; the training of officers; shop stewards, bargaining committees and members; the organization, preparation and presentation of a variety of workshops; the coordination of bargaining between locals; the provision of assistance and advice to the President, President's Council and Executive Committee; the representation of FPSE to external bodies; the researching and preparation of reports and recommendations.

1. Administers collective agreements for assigned locals by performing such tasks as; providing advice and guidance to local officers with regard to local labour issues, labour law and related legislation; assisting with the preparation of responses to employer actions; providing advice and making recommendations to local officers and stewards with regard to the interpretation and application of Collective Agreements; processing grievances through the final labour-management steps; reviewing grievance cases and making recommendations with regard to the advancement of grievances to arbitration; presenting all manner of rights arbitrations to arbitration boards; negotiating settlements where appropriate and assisting locals with the implementation of awards; representing locals to the Labour Relations Board with regard to various appeals and applications; representing locals before other tribunals such as the Workers' Compensation Board and the Employment Insurance Commission; recommending the use of legal counsel when necessary and providing direction to such counsel.
2. Provides collective bargaining support to assigned locals by performing such tasks as: acting as chief spokesperson in negotiations with employers and/or providing advice and guidance to local negotiators; assisting locals to determine what Collective Agreement improvements are needed; researching current bargaining issues; language and settlements; writing and revising bargaining proposals for presentation to the employer; attending bargaining committee and general membership meetings to assist in presentations, answer questions and provide advice; assisting in the administration of legal strike votes; preparing and presenting cases to mediators and interest arbitrators; drafting memorandums of agreement; assisting locals in the implementation of new Collective Agreements.
3. Organizes unorganized workers by performing such tasks as: establishing and maintaining contact with workers; promoting Union membership and signing up members; arranging for certification votes; assisting new locals in the development of constitutions and bylaws; representing new locals at various Labour Relations Board hearings; negotiating first Collective Agreements.

4. Trains officers, shop stewards and bargaining committees; organizes and/or prepares and presents a variety of workshops on labour relations and related topics.
5. Assists in the coordination of bargaining and contract administration between locals by performing such tasks as: keeping locals informed of the progress of bargaining and other labour relations activities through the Association; assisting the bargaining coordination and Review committee to establish common goals; establishing and maintaining a database of all local Collective Agreements and providing comparative analyses; researching and preparing reports on Collective Agreement language and wage settlements elsewhere in the relevant sectors; preparing and maintaining model language and manuals of related legislation for the use of local bargaining committees.
6. Provides support to assigned FPSE committees by performing such tasks as: researching and compiling background information and materials; preparing agendas; ensuring that all physical arrangements are made; attending meetings; providing advice and guidance on all committee matters; taking minutes; following up on decisions and carrying out tasks and projects arising from committee meetings.
7. Provides assistance and advice to the President, Presidents' Council and Executive Committee as required.
8. Represents FPSE to external committees, agendas and organizations as assigned.
9. Prepares detailed reports and recommendations on labour relations issues; writes briefs and articles.
10. Maintains current awareness of labour relations activities, research and legislation and ensures that useful documents and publications are ordered and updated.

Reports to the President

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

Required Qualifications

Grade 12 plus six to ten years of related experience, including extensive experience in collective bargaining and labour arbitration; or an equivalent combination of training and experience.

COMMUNICATIONS AND POLICY STAFF REPRESENTATIVE

The job involves the production and dissemination of the FPSE newsletter and other publications; the coordination of communications, media relations and campaigns; the researching and preparation of a variety of papers, reports, presentations and submissions; the provision of assistance in organizing and coordination the Annual General Meeting and other conferences; the provision of support to committees; the organization, preparation and presentation of a variety of workshops; the provision of assistance and support to the President; assisting in the review and maintenance of FPSE policies; the representation of FPSE to external bodies.

1. Newsletter and other publications such as bulletins and pamphlets by performing such tasks as: acting as staff editor; planning, discussing, developing and reviewing content with the President; attending events, conducting interviews and taking photographs and notes; maintaining an

- awareness of current labour relations and education policy issues, conducting research and writing articles features and special reports; editing articles, written by others; liaising with graphic designers and printers; proof reading copy; overseeing the maintenance of distribution lists and ensuring distribution to all members and other interested parties such as politicians, government officials, other labour organizations and college presidents and boards.
2. Manages communications and media relations by performing such tasks as; overseeing the maintenance of media lists; maintaining contracts with media representatives and communications officers; preparing news releases and organizing news conferences as required; provides communications and media assistance to locals as directed by the FPSE President.
 3. Organizes and assists with lobbying campaigns by performing such tasks as: conducting research and preparing packages of materials for lobbyists; arranging and attending meetings with government officials; writing letters.
 4. Researches and prepares background papers, working papers, policy statements, presentations, briefs and extensive submissions and reports with regard to education policy and legislative issues.
 5. Assists in organizing and coordinating the Annual General Meeting and other conferences by performing such tasks as; compiling and preparing materials; reviewing policy proposals for language and content and making recommendations; arranging for speakers and coordinating workshops; assists in the preparation of promotional and publicity.
 6. Provides support to assigned FPSE committees by performing such tasks as: researching and compiling background information and materials; preparing agendas; ensuring that all physical arrangements are made; attending meetings; providing advice and guidance on all committee matters; taking minutes; following up on decisions and carrying out tasks and projects arising from committee meetings.
 7. Organizes and/or prepares & presents a variety of workshops on education policy and related topics.
 8. Maintains current awareness of education policy issues, research and legislation and ensures that useful documents and publications are ordered and updated; maintains contact list or research and publication sources.
 9. Provides assistance and support to the President by writing letters, speeches and presentations as directed and by taking calls and conveying messages in the President's absence.
 10. Assists in the development, review and maintenance of FPSE policies.
 11. Represents FPSE to external committees, agencies and organizations as assigned.

Reports to the President

Under the general direction of the President; works independently on the day to day responsibilities of the job, reporting unusual problems or concerns to the President. Receives assignments and direction from the President and guidance on policy and communications content and strategy as required.

Required Qualifications

University degree, demonstrated research and writing skills, plus five years of related experience; or an equivalent combination of training and experience.

APPENDIX C
ADMINISTRATIVE COORDINATOR

September 20, 2016

Job Summary

The Administrative Coordinator provides support to the President, the Secretary-Treasurer, the Staff Representatives, various committees and the Annual General Meeting by performing a variety of executive and/or communications support.

The job involves the provision of clerical and administrative support to assigned standing and ad hoc committees and to the Annual General Meeting; the provision of secretarial and clerical support to assigned Staff Representatives and Officers; troubleshooting and use and maintenance of computer technical and user support software, including document production and management software, graphic arts production software, client relationship software, and web and social media, hardware and other office equipment; the establishment and maintenance of filing and records systems; assisting with the purchase of office equipment and services, the performance of receptionist duties, the preparation of correspondence and form letters; the training of new Administrative Coordinators, and the provision of back up to the Staff Accountant.

Job Duties

1. Provides clerical and administrative support to assigned standing and ad hoc committees by performing tasks such as preparing schedules; assisting with the preparation of agendas; obtaining, compiling and distributing documents; preparing and sending out notices and invitations; arranging for catering and accommodations; preparing meeting rooms; taking minutes as required, preparing and distributing minutes and attachments; maintaining committee list-serves, websites, and contact lists.
2. Provides clerical and administrative support to the Annual General Meeting and Convention, Spring Conference and other conferences and meetings as assigned by: assisting planning committees with logistics such as division of conference tasks, contacting guest speakers, ensuring staff and member deadlines are met; liaising with host local committee representatives; preparing and maintaining lists of delegates, guests and voting entitlements; booking facilities and securing contracts, arranging catering and accommodations; designing, compiling and distributing conference/convention/meeting packages; attending the conference/convention ensuring that all physical arrangements are made; taking minutes and providing staff support during the conference/convention as outlined in the AGM and Convention checklist binder.
3. Provides support to assigned Staff Representatives or Officers, including searching for and assembling documents for the purpose of various legal proceedings, formatting documents such as correspondence, reports submissions, agendas, charts and lists; preparing indexes, title pages and footnotes; photocopying; editing documents for spelling and grammatical errors and for coherence and conformity to established styles; providing support for special projects, attending meetings and taking notes, making travel and accommodation arrangements, arranging for registrations and other logistics, and participating in calendar management.

4. Uses software programs such as document creation software and electronic records management and archiving software; creates/maintains databases and/or websites and/or social media platforms for various purposes; uses publishing software for the design and preparation of newsletters, bulletins, news releases and pamphlets, and other communications materials and web-based initiatives.
5. Ensures the maintenance and efficient use of computer software, hardware and other office equipment by performing tasks such as providing minor technical and user support to Staff Representative and Officers and obtaining further technical and user support from vendors as necessary; learning software upgrades and providing training and assistance to others; maintaining email and voice-mail systems; performing minor maintenance on photocopiers printers and other office equipment.
6. Establishes and maintains filing systems; orders, receives and files legal updates, books and subscriptions/external memberships, circulates updates and reports as necessary and monitors library acquisitions billings.
7. Maintains and updates the Constitution and Bylaws and the FPSE Policy Manual. (note: this point was contained in Item 6 above and has been separated out)
8. Completes and submits annual society report to government.
9. Participates in the purchase of office equipment, supplies and services by assisting with the determination of needs, keeping inventory, obtaining technical information and options from suppliers, meeting with sales people and arranging for trial, delivery, installations and training, orders and maintains a stock of office stationery and supplies.
10. Answers phones and directs calls, greets and provides assistance to visitors, arranges conference calls as required.
11. Writes brief letters and designs form letters related to the work.
12. Receives and distributes mail, prepares outgoing mail, prepares bulk mailings for shipping and processes courier packages.
13. Trains new Administrative Coordinators in the duties of the job.
14. Performs some of the duties of the Staff Accountant as required.

Reports to the President and Secretary Treasurer

Under the general direction of the President and Secretary-Treasurer, works independently on the day-to-day responsibilities of the job, reporting unusual problems or concerns to the President and Secretary-Treasurer. Receives assignments and direction from the President and Secretary-Treasurer and work direction from Staff Representatives as required.

Required Qualifications

Grade 12, plus 3-5 years of related experience as administrative coordinator or communications coordinator/assistant, or equivalent position, preferably in an educational or trade union setting, preferably a post-secondary degree or diploma, or an equivalent combination of training, education, and experience.

APPENDIX D
STAFF ACCOUNTANT

AUGUST 1996

JOB DESCRIPTION

Job Summary

The Staff Accountant provides support to the President and Secretary-Treasurer by handling the day to day accounting and financial responsibilities of the Association and assisting with the preparation of the annual budget, the purchase of major equipment and the annual audit.

The job involves the processing of all accounts payable and receivable transactions and the maintenance of related records; the performance of a variety of financial administrative tasks such as liaising with credit unions, suppliers, insurance companies and other external contacts; the maintenance of credit union accounts; coordinating the management of investments; ensuring the maintenance and preparation of payroll records and staff benefits; participating in the purchase of equipment and services; participating in the preparation and maintenance of the annual budget; assisting in the annual audit; the preparation of a variety of reports, statements summaries and correspondence; the operation of a personal computer and the use of accounting, spreadsheet, database and word processing software; the training of other staff on accounting functions; the performance of a variety of clerical tasks; the provision of backup to the Administrative Coordinators.

Job Duties

1. Processes all accounts payable transactions and maintains related records by performing such tasks as: checking invoices for supplies, equipment and services against corresponding records; checking expense claims against receipts and ensuring expenses are covered in accordance with current policy; making or verifying various calculations for accounts payable transactions; preparing and issuing cheques; recording payments in appropriate accounts; making inquiries and providing explanations.
2. Processes all accounts receivable transactions and maintains related records by performing such tasks as: issuing monthly dues invoices to locals; billing locals and other organizations for expenses as required; receiving and recording payments; monitoring payments and periodically conducting dues audits; making inquiries and providing explanations.
3. Performs a variety of financial administrative tasks such as: liaising with credit unions regarding all aspects of accounts, transactions and term deposits; arranging and maintaining insurance coverage and bonding; arranging for credit with suppliers; discussing financial aspects of lease with property manager; establishing and maintaining service contracts with vendors.
4. Maintains various credit union accounts by performing such tasks as: depositing dues, superannuation and other receivables; reconciling statements with internal records; keeping track of interest on accounts; processing stop payments as required; ensuring that there is always sufficient money in accounts to cover expenses; transferring money from accounts as required; maintaining records and summaries; ensuring change of signing officer forms are completed.
5. Coordinates the management investments by performing such tasks as: monitoring accounts and transferring funds from credit union accounts to investments in accordance with established

- policy; discussing investments and making routine investment decisions with consultants; discussing non-routine investment decisions with the President, Secretary-Treasurer and the Executive and making recommendations; maintaining an awareness of union activities, financial needs and investment conditions; ensuring that money is available in the event of a strike; transferring strike funds and issuing cheques to striking locals; discussing strike fund procedures with local Treasurers; maintaining investment ledger accounts and investment spreadsheets for accrued interest.
6. Ensures the preparation and maintenance of payroll records for all staff and officers by performing such tasks as: making arrangements with payroll service for payroll preparation and following up on any problems; calculating overtime, retroactive wage increases, and vacation pay on termination; submitting payroll changes and adjustments to the payroll service; preparing and processing remittances such as union dues, superannuation, RSPs, savings bonds, insurance and WCB contributions; preparing forms such as T4As and records of employment; making arrangements and calculations regarding the transfer of officers from college payrolls; updating records for banked overtime; setting up and maintaining records for deferred salary leave plan.
 7. Ensure the maintenance of staff benefits by performing such tasks as: liaising with insurance carriers regarding the establishment and maintenance of benefit plans; arranging for enrolment and termination of benefits for staff as required; checking calculation of premiums; advising carriers of adjustments to salaries; reconciling contributor superannuation reports; maintaining related records.
 8. Participates in the purchase of equipment by performing such tasks as: examining quotes and comparing related costs, warranties, training provisions and other contract terms; interviewing salespeople; making recommendations to the President, Secretary-Treasurer and the Executive.
 9. Participates in the preparation and maintenance of the budget by performing such tasks as: preparing monthly statements for the President, Secretary-Treasurer and the Executive and bringing items to their attention; monitoring the budget throughout the year and providing budget information to the Executive and Treasurer at year end; responding to questions regarding revenues and expenditures; making recommendations regarding budget lines; reviewing the draft budget and preparing spreadsheets;
 10. Assists in the annual audit by performing such tasks as: preparing dues confirmation letters; responding to questions and correspondence from auditors regarding such matters as financial policies, the staff collective agreement, new accounts, insurance coverage, disposal of assets; participating in the review and discussion of the audited statements with auditors; reviewing the auditors final report.
 11. Prepares a variety of reports, summaries, and statements such as reports to Labour Canada regarding grant expenditures, summary of AGM expenses, breakdown of office staff travel expenses by category; writes letters and memoranda related to financial matters.
 12. Operates a personal computer and accounting software to maintain accounts payable and general ledger and to print related cheque runs and reports; uses spreadsheet software to prepare statements and summaries; uses word processing and database software to type documents and maintain records.
 13. Trains other staff on accounts payable, accounts receivable, banking, payroll and benefits functions of the job.

14. Performs a variety of related clerical tasks such as ordering supplies, handling petty cash and placing ads, preparing mail outs, answering phones.
15. Performs some of the duties of the Administrative Coordinators as required.

Reports to the President and Secretary-Treasurer

Under the general direction of the President and Secretary-Treasurer works independently on the day to day responsibilities of the job, reporting unusual problems or concerns to the President and Secretary-Treasurer. Provides monthly statements to the President and Secretary-Treasurer. Works closely with the President and Secretary-Treasurer on major financial matters and on the annual budget. Works closely with the President, and Secretary-Treasurer and the Auditors on the Annual Audit. Receives assignments and direction from the President and Secretary-Treasurer.

Required Qualifications

Graduation from a two year diploma program in financial management; training in the use of financial, spreadsheet, database and word processing software; three to five years of related experience; or an equivalent combination of training and experience.

APPENDIX E

BENEFITS

BENEFIT	DESCRIPTION
Group Life	· 3x Annual Salary
Accidental Death & Dismemberment	· To Match Group Life
Long Term Disability	· 6 Month Qualifying Period · 70% Of Monthly Earnings
Basic Medical (Medical Services Plan)	· As Established By The Plan
Extended Health Care	· 80% reimbursement of eligible expenses after a \$25 annual deductible per family · \$500 Vision Care payable bi-annually. Vision Care to include coverage for laser vision correction. · Hearing aids to a maximum of \$3,000 every four years · Charges for nicotine patch treatment · Visits to registered psychologists to a maximum of \$2,000/year or 10 sessions, whichever is the greater. · a Blue Net Card · coverage for all eligible drugs · coverage for all Medical Service Plan de-listed service
Dental	· Plan A - 100% · Plan B - 80% · Plan C - 60% - \$5,000 lifetime maximum per individual family member
Weekly Indemnity Benefit	· 70% of weekly earnings · 30 working day qualifying period · Maximum benefit period the lesser of 26 weeks or commencement of Long Term Disability Benefits

APPENDIX F - PART I
DEFERRED SALARY LEAVE PROGRAM

OVERVIEW / SUMMARY

Deferred Salary Leave

The DSLP is a program that permits eligible employees to “self-fund” a future leave of absence by deferring tax on a portion of salary until the leave commences. At such time, the employee no longer receives a salary from the Employer, but instead receives amounts he or she contributed to the DSLP which is taxable income in the year the leave is taken.

Contributions upon approval to participate in the DSLP the employee may, through payroll deduction, contribute up to 33-1/3% of his/her salary each year.

Income during Leave: is paid to the employee by the Trustee.

Deferred Salary Leave: The leave must be for a minimum of six (6) months to a maximum of twelve (12) months.

The employee does not receive any remuneration from the Employer during the leave.

The employee must return to employment for a period of time at least equal to the length of leave.

Application: Plan guidelines and forms are available from the Staff Accountant.

Eligible employees must forward application (attached at the end of Appendix F for approval to enroll in the DSLP at least two months prior to the pay period when contributions (i.e. payroll deductions) are to commence.

INTRODUCTION

The Deferred Salary Leave Program permits eligible employees the opportunity to defer a portion of their salary over a period of time in order to “self-fund” a future leave of absence.

The Program is authorized by Revenue Canada under the provisions of the current Income Tax Act and sets out regulations for employees and employers under which this type of Program may operate.

The objective of the Deferred Salary Leave Program is to provide the opportunity for Regular employees to plan a leave for any purposes and to “save up” for what in effect is to be an “unpaid” leave over a maximum of five (5) years. Monies (i.e. salary amounts) that are deferred during the “saving” period are not subject to income tax until such time that the leave is actually taken.

An eligible employee is to initially make application to enroll in the Deferred Salary Leave Program by December 15th of any year for permission to take a leave of absence to be completed not later than the end of the year following the end of payroll deductions. The employee will identify the duration of the leave and the percentage of salary to be deferred over the maximum period of five (5) years.

The Trustee of the Deferred Salary Leave Program will cause investments to be made over the period in which the employee is “saving” (i.e. deferring salary) for the leave. Interest income earned from the investments will be paid to the employee on an annual basis by the Trustee. (N.B. This interest income may not be accrued and is taxable income to the employee for the year in which it is received).

The employee will commence on an unpaid leave of absence subject to the conditions of the Deferred Salary Leave program, the provisions established by Revenue Canada governing the Program, and as per the appropriate terms of the Collective Agreement. The employee will receive the total amount of his/her investment directly from the Trustee. As per Revenue Canada regulations, the employee must return to work immediately following the leave for a period of time equal to the leave.

In the event that any current or future CRA change renders null and void or materially alters any provision of this article, the parties shall negotiate a mutually agreeable provision to be substituted for the provision that has been rendered null and void or materially altered.

ELIGIBILITY

An eligible employee is a person who meets all of the following conditions:

Regular

Does not intend to participate in the DSLP as a form of pre-retirement leave purposes (i.e. return service commitment must be met).

Operational Requirements of the Employer are Met

The employee cannot receive any remuneration from the employer during the period of leave. (N.B. interpretation required through Revenue Canada).

An employee may re-enroll in the deferred Salary Leave Program again following a twelve month period after the return from a leave under the Program.

APPLICATION TO PARTICIPATE IN DSLP

Subject to Revenue Canada guidelines and the provisions of the Program, the application approval process shall consist of the following:

The Employee must first consult with his/her appropriate Supervisor outlining the planned leave.

The Employee's Supervisor will consider the operational requirements and availability of replacement staff.

The Supervisor shall forward the endorsed application for approval by the President.

The President's decision for approving any application shall be final.

Enrollment (for payroll deductions) in the DSLP will always begin on the first day of a month.

Generally, applications will be approved except in such cases or instances where there is an unavoidable need for the employee to be present at work, or where a number of simultaneous leaves are forwarded, or where operational requirements cannot be met.

Application will be made on the standard Deferred Salary Leave Program, Application to Participate form.

DURATION OF LEAVE

Revenue Canada guidelines specify that a leave must be a minimum of six (6) months to a maximum of twelve (12) consecutive months duration, and must be completed **not later than the end of the year following the end** of the Program. Otherwise, the balance of the investment will be paid out by the Trustee on that date and will be required to be claimed as income for taxation purposes by the employee.

ONE-TIME DEFERRAL OF LEAVE

A one-time deferral of the planned leave is permitted and may be requested by the employee or the employer and will not be unreasonably refused by the other party. Such one-time deferral will be arranged so it will still allow completion of the leave within seven years of enrolment in the Program. (N.B. The ability to make “one-time deferral” may be also affected by the employee contribution rate). “One-time deferral”, refers to the employee temporarily suspending contributions to the DSLP.

The employee may request, in writing to the appropriate Supervisor, that his/her contributions in the DSLP be interrupted to a maximum of twelve (12) months.

TERMINATION FROM PARTICIPATION IN THE DSLP

An employee’s participation in the Deferred Salary Leave Program shall automatically cease in the following instances:

- The employee resigns
- The employee ceases to be employed
- Death of the employee

Arrangements for the pay out of accrued interest and principal will be subject to the policies of the Trustee, and any payout will be considered as taxable income for the year in which it is received.

CONTRIBUTIONS TO DSLP

The Deferred Salary leave Program is a “self-funded” program, i.e., funded solely by the employee’s contributions.

Contributions shall not exceed thirty-three and one-third percent (33-1/3%) of the employee’s salary. The employee elects the percentage of salary to be deferred into the “savings program” administered by the Trustee. Once the employee elects the percentage of salary to be deferred, no changes to that amount shall be permitted during the year, and, changes to that amount (i.e. increase, or decrease, or extension) may only occur on the anniversary date of each year, and must be requested by the employee, in writing, by the 15th day of the preceding month. The percentage to be applied to each year, not to exceed 33-1/3% year, must be identified on the application form.

During participation in the DSLP, any other assisted or unassisted leaves available to employees under the applicable Collective Agreement(s) will not be considered an interruption of employment as far as the DSLP is concerned, but may have an impact on the amount the employee contributes to the DSLP.

EMPLOYMENT STATUS / GROUP BENEFITS DURING THE DEFERRED SALARY LEAVE

When the employee commences his/her deferred salary leave, for employment purposes, the employee will be considered to be on an unpaid leave of absence from the work. During the leave of absence, the employee shall not receive any remuneration from the Employer. This is an Income Tax regulation.

Applicable seniority, sick leave entitlement, vacation leave entitlement, and increments shall be administered as per the terms and conditions of employment governing that employee (i.e. Collective Agreement) during an unpaid leave of absence. During the leave, the employer shall continue to make payments on behalf of the employee to the group health and dental benefits (i.e. MSP, Group Life Insurance, LTD, AD&D, Extended Health, Vision, Dental).

Employees should be advised that certain restrictions may apply to continue benefits should the employee be on a leave that will be outside Canada.

PENSION DEDUCTIONS DURING PARTICIPATION

Contributions to the employee's pension plan during the period of participation shall be based on the employee's gross earnings prior to contributions to the DSLP. The gross earnings figure is used in determining contribution amounts and in calculating pension benefits. However, the maximum RRSP contribution that can be made by an employee is based on the next earnings figure as per the employee's T4 slip, and not on the gross earnings figure before allowance to contributions to the DSLP.

PENSION CONTRIBUTIONS DURING DEFERRED SALARY LEAVE

Contributions cannot be made during the period of the deferred salary leave. However, upon return to employment, the employee may request to "purchase" the period of leave time from the Superannuation Commission for recognition of pensionable service. Such "purchase" of leave shall be governed by the particular regulations of Superannuation.

Should the employee choose to purchase pensionable service for the period of leave, the employer agrees to make the employer contributions for that period.

EI/CPP CONTRIBUTIONS

Employment Insurance premiums are based on the employee's gross salary before deferral during the period of deferral and no premiums are withheld from the deferred amounts when paid to the employee during the leave period.

Canada Pension Plan premiums are based on the salary the employee actually receives during both the deferral period and the leave period. When the deferred amounts are paid to the employee by the Trustee, the Trustee is deemed to be the "employer" of that employee by the Canada Pension Act, and is therefore required to pay the employer's contributions in respect of that employee. Where the Trustee/employer recovers the employer's CPP contributions from amounts otherwise payable to the employee, such amounts will not be part of the employee's gross salary from that Employer.

DESIGNATION OF BENEFICIARY

Where the employee does not designate a beneficiary on the application to participate in the Deferred Salary Leave Program, and, in the event of the employee's death, the accrued amount of deferred salary leave will be paid to the employee's estate.

TRUST FUND AND TRUSTEE

All contributions to the DSLP will be transferred by the employer to a trust fund held by the Trustee. The trust fund will constitute a fund held by the Trustee and will not form any part of the revenue or assets of the employer. The employer shall not bear any administrative and/or processing expenses of the DSLP. The Trustee will cause contributions made to the DSLP to be invested as per the Membership Agreement. The Trustee, will, on an annual basis, pay interest to the employee on his/her accumulated

investment. Such interest must be accounted for by the employee as income in the year of receipt. The Trustee will issue a Form T5 to each employee at the end of the year, detailing interest earned on his/her investment. The Trustee will make a semi-annual report, and an annual summary to each employee detailing the principal amount accrued in the DSLP, including any interest not yet paid out. During a participant's leave, the Trustee will cause the accumulated principal amount plus any interest not previously paid out to be remitted to the participant in a form and frequency to be agreed between the two parties. The Trustee will issue a form T4 to each employee at the end of the calendar year(s) in which a leave is taken.

RIGHTS UNDER THE PLAN

Neither the employer nor any participant in the program will pledge or hypothecate any rights under the Program as security for a loan or any other purposes.

APPENDIX F - PART II

APPLICATION TO PARTICIPATE IN DEFERRED SALARY LEAVE PROGRAM

Name: _____
(pls. print)

I have read the program documentation under which the Deferred Salary Leave Program is established, and I understand same and agree to participate under the terms and conditions as follows:

1. **Enrolment in DSLP**

My enrollment will become effective the first day of _____

2. **Leave of Absence**

I am requesting a period of leave for _____ months, commencing _____ to _____ inclusive. I understand that either the employer or I will have the right to make a one time deferral of the leave, but that the leave, including any such deferral must be completed by _____ being seven (7) years after enrolment in the DSLP.

3. **Contributions to DSLP**

My "savings plan" will commence on the first day of _____ and run until _____, a period not exceeding five (5) years. I understand that I may request a one time interruption of my contributions not exceeding one year (the request to do so, will be in writing to the appropriate supervisor/director).

I direct Payroll to deduct the following percentage amount(s) from my salary per pay period, for the following years commencing the first day of:

First year: _____ %
 Second year: _____ %
 Third year: _____ %
 Fourth year: _____ %
 Fifth year: _____ %

The percentage in any one year may not exceed thirty-three and one-third percent (33-1/3%) of salary. I understand that I may vary my contributions by submitting a written request to Payroll by the 15th day of the month preceding the anniversary date.

4. **Return Service Requirement**

In order to take advantage of the tax benefits of this plan, I understand and acknowledge that Revenue Canada regulations stipulate that I am obligated to complete return service to the employer which shall be for a period at least equal to the length of my leave. My return service to the employer shall commence effective _____, immediately following my leave.

5. **Terms and Conditions of Enrollment**

As per the provisions of the DSLP document, I have read, acknowledge, and agree to the provisions of participating in this deferred salary program, and, the provisions governing my approved leave under this program.

6. **Designation of Beneficiary**

In the event of my demise during participating in the DSLP, I hereby designate my beneficiary to be:

Name: _____

Address: _____

If no beneficiary is named, the employee’s estate shall be considered the beneficiary.

7. **Trustee**

I understand and agree that all matters pertaining to my “savings” shall be administered by the Trustee, as well as any other requirements as determined by Revenue Canada and/or the Trustee.

I further agree that a contractual relationship will be established between the Trustee and me to the exclusion of the Federation of Post-Secondary Educators of British Columbia.

Application Submission:

Date: _____

Signature: _____

Preliminary Approval:

Date: _____

Supervisor: _____

Final Approval:

Date: _____

President: _____

copies: (upon approval completion)
Payroll; Employee; Employee file; Supervisor; Union President

**APPENDIX G
CHRISTMAS / NEW YEAR'S SHUT-DOWN**

Mon	Tues	Wed	Thur	Fri	Sat	Sun	Mon	Tues	Wed	Thur	Fri	Sat	Sun	Mon	Tues
	24	25	26	27	28	29	30	31	1						
		24	25	26	27	28	29	30	31	1					
			24	25	26	27	28	29	30	31	1	2	3		
				24	25	26	27	28	29	30	31	1	2	3	
				23	24	25	26	27	28	29	30	31	1	2	
				22	23	24	25	26	27	28	29	30	31	1	
					22	23	24	25	26	27	28	29	30	31	1

**MEMORANDUM OF AGREEMENT #1
RE DEFERRED SALARY LEAVE PROGRAM**

The Parties agree to establish a Joint Committee with equal representation from the Employer and Union as chosen by each party to review the DSLP process. Terms of Reference to be agreed by the Committee when it meets.

The Committee will make recommendations to its principals.

Dated at Vancouver, BC, this 16th day of May, 2018.

Andrew Ledger
On behalf of CUPE 1004

George K. Dorian
On behalf of FPSE

MEMORANDUM OF AGREEMENT #2

RE ARTICLE 21 – BENEFITS

The parties agree to establish a Joint Committee with equal representation from the Employer and the Union as chose by each party to discuss:

- Scheduled review of the policy to ensure consistency with the collective agreement;
- Union participation in the tendering and/or renewal of the benefit contracts; and
- Amendment of the plan subject to mutual agreement.

The Committee will make recommendations to its principles.

Dated at Vancouver, BC, this 16th day of May, 2018.

Andrew Ledger
On behalf of CUPE 1004

George A. Davis
On behalf of FPSE

MEMORANDUM OF AGREEMENT #3

**RE NEW CLASSIFICATION
ASSOCIATE STAFF REPRESENTATIVE**

Whereas the parties agree that it is desirable to build capacity within the Federation of Post-Secondary Educators of BC (FPSE);

The parties therefore agree as follows:

1. Pursuant to Article 9: New Classifications of the CUPE 1004 and FPSE collective agreement a new classification called "Associate Staff Representative" will be created;
2. The Associate Staff Representative wage rate will be eighty percent (80%) of step one of the Staff Representative salary grid;
3. The first Associate Staff Representative hire will be a regular position for a one (1) year duration. The position may be extended upon mutual agreement of the parties.
4. The candidate will work with Labour Relations Staff Representatives to develop a comprehensive training plan that will be approved by the employer;
5. Pursuant to Item 3 above, within two (2) months prior to the end of the training period, the President or designate, in consultation with CUPE 1004 and the Associate Staff Representative, will conduct a performance appraisal. Thereafter, the incumbent will either be advanced to the position of Staff Representative or be advised that he or she is not suitable;
6. If the Associate Staff Representative is an internal Employee he or she has the option of returning to his or her previous position in the bargaining unit;
7. Article 15: Salaries, and Article 8.2(b) Appointment of Employees, will be amended accordingly;
8. An Associate Staff Representative Job Description will be created and appended to the collective agreement;
9. All other provisions of the collective agreement shall apply.

Dated at Vancouver, BC, this 16th day of May, 2018.

Andrew Ledger
On behalf of CUPE 1004

George A. Davis
On behalf of FPSE