

# **COLLECTIVE AGREEMENT**

between

**KWANTLEN FACULTY ASSOCIATION**  
(The Employer)

and

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

October 1<sup>st</sup>, 2016 to March 31<sup>st</sup>, 2021

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## COLLECTIVE AGREEMENT

between:

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

and:

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

### **ARTICLE 1:           RECOGNITION**

- 1.1 The Employer recognizes the Union as the sole collective bargaining agent for all Employees of the Employer, except for elected officers of the KFA functioning in accordance with Article 2.3.
- 1.2 Within this Collective Agreement, "President" means President of the Association, or another person designated by the Association.

### **ARTICLE 2:           DUES CHECK-OFF, UNION SECURITY AND INDEMNIFICATION**

- 2.1 All Employees shall, as a condition of employment, acquire and maintain Union membership, and all Employees shall pay monthly dues to CUPE Local 1004. Such payment will be made by payroll deduction in accordance with the provisions of Section 16 of the *Labour Relations Code*.
- 2.2 The Employer shall forward the collected dues by cheque to the Secretary-Treasurer of the Union within one (1) month of such deduction.
- 2.3 No work regularly performed by Employee(s) in the bargaining unit shall be contracted out or be performed by anyone other than an Employee(s). Persons not covered by this Agreement shall not perform work that is normally performed by Employees covered by this Agreement, except:

in the case of emergency,

- (a) work that has traditionally been performed by members of KFA with regard to strikes, Association Committees, and internal and external Association political activities, or

(c) any work traditionally done by the Association officers, provided that such work does not result in the lay-off of bargaining unit members.

2.4 The Employer shall indemnify and save harmless its Employee(s) against damages and legal costs related to any action or claim against the Employee arising out of his/her employment activities or responsibilities.

**ARTICLE 3:**                    **PICKET LINES**

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

**ARTICLE 4:**                    **UNION BUSINESS**

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

4.2 A Union member may request leave of absence without pay for purposes relating to Union activities. Such leave shall not be unreasonably withheld.

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

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

**ARTICLE 5:**                    **OTHER EMPLOYEE RIGHTS**

5.1 Sexual and Personal Harassment

#### 5.1.1 Sexual Harassment:

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

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

#### 5.1.2 Personal Harassment:

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

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

- 5.1.3 Employees may process complaints about harassment through the grievance procedure, subject to the following changes:
- a) Where a person who is the subject of the complaint is the Employer representative or designate at any stage of the grievance procedure then the Union may bypass that stage of the procedure or present the grievance to another appropriate Employer representative;
  - b) Employer and Union representatives in the course of investigating a complaint of harassment shall have due regard for the privacy and confidentiality of any and all persons involved in the complaint;
  - c) An arbitrator in the determination of a complaint of harassment shall take reasonable steps to protect the interest of all parties in privacy and confidentiality in the determination of procedural and evidentiary matters, subject to the requirement of fairness to all parties;
  - d) Where the complainant and the person who is the subject of the complaint are both members of the bargaining unit, then the arbitrator seized with a grievance of harassment shall also have jurisdiction in respect of any grievance arising from related discipline of the Employee who is the subject of the complaint;
  - e) An arbitrator has the authority to fashion a settlement which can include instructions designed to accommodate the needs of the complainant. Where such action causes detriment, the detriment shall fall upon the harasser and not other bargaining unit Employees.
  - f) No information relating to the grievor or alleged harasser's personal background or lifestyle shall be admissible during the grievance or arbitration process.
- 5.1.4 Employees against whom a grievance or complaint has been filed pursuant to this Article shall have the right to know what allegations have been made against *them*, and shall have the right to Union representation at all meetings, interviews, and hearings where the Employee's presence is requested.
- 5.1.5 Complainants have the right to Union representation at all meetings, interviews and hearings where the complainant's presence is requested.
- 5.1.6 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.



- 5.1.7 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.
- 5.1.8 If any provision contained herein conflicts with employment law or other legislation including Human Rights Code, the parties will meet as soon as possible to renegotiate the applicable Articles.

**ARTICLE 6:**                    **EMPLOYER RIGHTS**

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

**ARTICLE 7:**                    **GRIEVANCE AND ARBITRATION**

- 7.1 All grievances concerning the operation or application of this Agreement will first be discussed with the President. If no agreement is reached, the grievor may submit the grievance in writing, and the President will give a formal written response. If the grievance is not resolved, the grievor may submit the grievance in writing to the Association Executive, and the Executive will give a formal written response. A grievance must be filed in writing within forty (40) working days of the alleged violation of the Agreement.
- 7.2 If a grievance is not resolved satisfactorily, it may be referred to a single arbitrator, who will be selected on a rotating basis from the following list:
  - Irene Holden
  - Chris Sullivan
  - John Kinzie
  - Corinne Bell
- 7.3 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.
- 7.4 The arbitrator has jurisdiction to hear and determine the real issue in dispute and to decide the matter in accordance with law and equity, to extend time limits, and to relive against technical irregularities.

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

**ARTICLE 8:**                    **APPOINTMENT OF EMPLOYEES**

8.1 Definition of Employees

8.1.1 Regular Full-Time:

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

8.1.2 Regular Part-Time:

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

- (a) Part-Time Employees on sick leave shall receive a prorated salary based on the number of hours normally worked in a week for up to thirty (30) working days, after which time they shall receive salary continuance benefits, pursuant to Article 19.4;
- (b) Vacation entitlement for Part-Time Employees shall be provided in Article 16.1 based on the anniversary date of hire. Part-Time Employees shall receive prorated vacation pay based on the number of hours normally worked in a week;
- (c) Benefits and other leaves for Part-Time Employees shall be prorated to provide the normal level of income for the contractual period, calculated in weeks;
- (d) Paid holidays on which a Part-Time Employee is not scheduled to work shall be prorated **as follows:**

**A = Actual hours worked in preceding 4 weeks**

**A**    **x 7 hours = prorated paid holiday hours**  
**140 h**

### 8.1.3 Temporary:

- (a) A Temporary Employee is one so informed by the Employer at the start of employment.
- (b) A Temporary Employee may only be hired to replace a Regular Employee on paid or unpaid leave pursuant to the terms of the Collective Agreement.

### 8.1.4 Casual:

Casual Employees shall be those Employees hired for extra or relief work for periods of up to one (1) month. Such Employees shall be paid at the salary rates provided in the Agreement plus fifteen (15%) percent in lieu of benefits, inclusive of vacation and statutory holidays. An extension of the time period may be arranged by mutual agreement between the parties.

## 8.2 Appointment of Employees

- 8.2.1 The appointment of Employees shall indicate whether the appointment is Regular, Temporary or Casual and whether the appointment is Full-Time or Part-Time.
- 8.2.2 The appointment of Employees shall be within one of the classifications.
- 8.2.3 A Temporary Employee shall not attain Regular status during the period of his/her temporary appointment.
- 8.2.4 In accordance with Clause 8.1.4, the Employer may also hire Casual Employees to replace Regular Employees who are absent or on leave under the provisions of this Agreement.

## 8.3 Probation - Regular Employees

- 8.3.1 Every new Regular Employee shall be on probation for the first three (3) months of employment.
- 8.3.2 The Association Executive shall appraise new Regular Employees during their probationary periods. If no appraisal is carried out, an Employee's performance shall be deemed to be satisfactory.
- 8.3.3 Upon the successful completion of the probationary period, an Employee shall be placed on the seniority list in order of their date of appointment.

8.3.4 In the event that a Regular Employee's appointment is not confirmed at the end of the probationary period, the Employer shall give the Employee at least three (3) week's notice (or pay in lieu of notice) of the termination.

8.4 Probation - Temporary and Casual Employees

8.4.1 There shall be no probation period for Temporary or Casual Employees.

8.4.2 In the event that a Temporary Employee becomes Regular, the time worked as a Temporary Employee for any continuous period of four (4) months or more with a satisfactory appraisal shall be considered as part or all of the probationary period.

**ARTICLE 9:**                    **NEW CLASSIFICATION**

9.1 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 (Appendix B), the parties will negotiate a rate of pay and other terms relevant to that position. In the event the parties cannot agree, these matters may be referred to arbitration as provided in Article 7. Such new terms will be effective from the first day of the new classification.

**ARTICLE 10:**                    **EMPLOYEE APPRAISALS**

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

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

**ARTICLE 11:**                    **JOB VACANCIES AND OTHER APPOINTMENTS**

11.1 Job Vacancies: When a job vacancy occurs, the job shall be posted for five (5) working days. First consideration shall be given to the existing Regular Employees, then to Temporary Employees, then to new hires.

11.2 In making promotions, transfers, and demotions, the Employer shall award the position to the most senior Regular Employee applicant.

11.3 In filling vacant positions, the Employer shall award the position to the senior qualified Regular Employee applicant.

- 11.4 In filling vacant positions where there are no' Regular Employee applicants for the position, the Employer shall award the position to the qualified Temporary Employee applicant who has exhibited satisfactory performance, and with the greatest total accumulated service.
- 11.5 Qualifications for a new or vacant position and the determination of whether or not the Employee is qualified for the position shall be determined by the Employer in consultation with the Union.

**ARTICLE 12:                    SENIORITY, LAY-OFF AND RECALL**

- 12.1 Seniority for a Regular Employee is defined as the length of the Employee's continuous employment (Full or Part-Time) from the date of commencement of Regular employment, plus time worked as a Casual or Temporary Employee.
- 12.2 During all leaves of absence from work, a Regular Employee's seniority shall be maintained.
- 12.3 Order of Lay-Offs
  - 12.3.1 Casual and Temporary Employees will be laid off first in reverse order of hire before any Regular Employees.
  - 12.3.2 Regular Employees: Lay-offs shall occur in reverse order of seniority within the appropriate seniority unit, subject to the ability of the remaining Regular Employee(s) to perform the work available. Disputes on the issue of such ability may be referred directly to arbitration. The seniority placement of each Regular Employee is given in Appendix A.
- 12.4 Regular Employees with over five (5) years of service shall receive at least five (5) months notice of lay-off, or pay in lieu of notice. Other Regular Employees shall receive at least three (3) months notice of lay-off or pay in lieu of such notice. Temporary Employees shall receive at least two (2) months notice, or pay in lieu of notice, if lay-off occurs prior to the end of the Employee's term of employment.
- 12.5 For a period of two (2) years following the date of lay-off, laid-off Regular Employees shall have the right of recall to any position for which they are qualified except where the Employer, in consultation with the Union, determines that the Employee does not have the capabilities and qualifications to perform the work. Recall will be in the order of seniority.
- 12.6 Temporary and Casual Employees - Right of Recall
  - 12.6.1 For a period of two (2) years following the end of their employment term, Temporary Employees shall have the right of recall on a "last off, first on" basis to fill any Temporary or Casual position for which they are qualified, subject to 12.5. A Casual position shall count as time worked for a Temporary Employee.

12.6.2 For a period of two (2) years following the end of their employment term, Casual Employees who have worked a probation period of three hundred and eighty (380) hours for the Employer shall have the right of recall on a "last off, first on" basis to fill any Casual position for which they are qualified, subject to 12.5 and 12.6.1.

12.6.3 If a vacancy for a Regular position occurs, the most qualified Temporary Employee applicant shall be awarded the position in accordance with Article 11.1 above.

12.7 The Employer shall lay off Employees only for lack of work, or shortage of funds.

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

**ARTICLE 13:**                    **DISCIPLINE**

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

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

13.3 The record of an Employee shall not be used against him/her at any time twenty-four (24) months following disciplinary action, provided there have been not further infractions of a similar nature during that twenty-four (24) month period. After the twenty-four (24) month has expired, and upon request of the Employee, the Employer shall remove and destroy all written letters of reprimand and correspondence regarding those reprimands and all adverse reports from an Employee's personnel record.

**ARTICLE 14:**                    **HOURS OF WORK, OVERTIME AND LEAVES**

14.1 The hours of work for a Full-Time Employee(s) shall total thirty-five (35) hours per week. The Employee(s) will schedule these hours in consultation with the executive officers. Regular hours worked in any one (1) day shall not exceed 7.5 hours unless mutually agreed to for the sole purpose of reducing the number of days in the work week. The normal work day shall be 7.5 hours including a one-half hour (.5) unpaid lunch break, Monday to Friday.

- 14.2(a) For the purpose of computing overtime for the Employees, all time worked after 7.5 hours per day (unless mutually agreed to under 14.1) or thirty-five (35) hours per week shall be considered as overtime and paid at the rate of one hundred and fifty (150%) percent of the Employee's hourly rate for the first two (2) hours per day up to a maximum of fifteen (15) hours per week of overtime, and at the rate of two hundred (200%) percent of the Employee's hourly rate for daily hours in excess of 9.25 hours per day or weekly hours in excess of forty (40) hours.
- (b) All time worked on Saturdays shall be considered as overtime and paid at the rate of one hundred and fifty (150%) percent of the Employee's prorated hourly rate. All time worked on Sundays, or on a statutory holiday, or on a day granted in lieu thereof, shall be considered as overtime and paid at the rate of two hundred (200%) percent of the Employee's prorated hourly rate. Overtime may be taken as time off in lieu, by mutual agreement.
- (c) Overtime must be authorized by the Employer. The Employee will have the option of overtime pay, or time off in lieu of pay, for all overtime worked. Overtime for the Employee(s) is voluntary, and the Employee(s) has the right to refuse overtime.

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

**ARTICLE 15:            SALARIES**

15.1 The hourly rates shall be as follows:

COORDINATOR OF ADMINISTRATIVE SERVICES	Effective Oct. 1/16	Effective April 1/17	Effective April 1/18	Effective April 1/19	Effective April 1/20
	\$35.40	\$35.75	\$36.20	\$36.65	\$37.20

ADMINISTRATIVE <b><u>CLERK</u></b>	Effective Oct. 1/16	Effective April 1/17	Effective April 1/18	Effective April 1/19	Effective April 1/20
At start	\$31.07	\$31.39	\$31.78	\$32.17	\$32.66
After 6 months	\$31.42	\$31.73	\$32.13	\$32.53	\$33.02

15.2 Employees shall be paid bi-weekly. Employees whose days off coincide with pay day shall be paid, as far as practicable, on his/her last day preceding the pay day.

**ARTICLE 16:**                    **ANNUAL VACATION**

16.1 Employees shall receive vacation as follows:

In the first year of service	15 working days	<b><u>105 hours</u></b>
In the second year of service	15 working days	<b><u>105 hours</u></b>
In the third year of service	20 working days	<b><u>140 hours</u></b>
In the fourth year of service	20 working days	<b><u>140 hours</u></b>
In the fifth year of service and subsequent years '	30 working days	<b><u>210 hours</u></b>

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

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

**The hours normally worked on any given day when taken as vacation will be deducted from the entitlement in 16.1**

16.4 Vacation for temporary and regular part-time employees will be as set out in Article 16.1. They will be paid at the rate they normally work.

16.5 Vacation Approval and Scheduling

16.5.1 Vacation shall be taken at a time approved by the Employer; such approval shall not be unreasonably withheld and shall reasonably accommodate the choice of the Employee. In scheduling the vacations of employees, the Employer shall make reasonable effort to arrive at an equitable arrangement of vacation schedules for all Employees.

16.5.2 Changes to an Employee's approved vacation may occur only with the mutual consent of the Employer and the Employee.

**ARTICLE 17:**                    **PAID HOLIDAYS**

17.1 Employees will receive the following statutory holidays off with pay:

- (a) New Year's Eve Day
- (b) New Year's Day
- (c) Family Day
- (d) Good Friday
- (e) Easter Monday
- (f) Victoria Day
- (g) Canada Day
- (h) British Columbia Day
- (i) Labour Day
- (j) Thanksgiving Day
- (k) Remembrance Day
- (l) Christmas Eve Day
- (m) Christmas Day
- (n) Boxing Day



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

17.2 When a holiday referred to in 17.1 falls in an Employee's vacation period or on a weekend, the Employee will be given an additional day off with pay.

17.3 Floating Holidays

Effective October 1<sup>st</sup>, 2005 Employees shall receive two (2) floating holidays per year. An Employee requesting to schedule a floating holiday for a given day will not be unreasonably denied.

17.4 Employees shall receive time off with pay on the last working day before Christmas Day. Employees shall receive time off with pay on the working days between Boxing Day and New Year's Day as described in Appendix "D".

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

18.1 Regular Full-Time Employees

An Employee on a Regular Full-Time appointment shall be eligible for up to ten (10) working days for professional development and training activities.

18.2 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 18.1.

18.3 Professional Development entitlements do not apply to Temporary or Casual Employees.

18.4 Professional Development or staff training days not used in one (1) year shall not carry forward to the following year.

18.5 Staff Training

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

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

## 18.6 Professional Development

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

18.6.2 The Professional Development Committee shall consist of one (1) Employer representative (President or designate) and one (1) Union representative (as appointed by the Union).

18.6.3 The Committee shall meet at least twice a year by March 15<sup>th</sup> and October 15<sup>th</sup> to determine an appropriate professional development schedule.

18.6.4 Professional Development Fund Carry Over in any year:

- (a) Each Regular Employee is guaranteed a minimum allocation of \$350.00 in approved PD funds.
- (b) An employee may carry forward his/her unused minimum allocation from year to year for a maximum of three (3) years.. The Employer and Employee may agree to PD funds being carried over past three (3) years for an agreed upon PD activity. Such accumulated funds shall not be paid upon the Employee's termination, resignation, layoff, retirement, or death.

## **ARTICLE 19:            BENEFITS AND PENSIONS**

19.1 The Employer will provide each Employee access to the following Benefit Plans: 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.

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

19.3 Pension Plan

19.3.1 All new Employees shall, as a condition of employment, enroll in the Municipal Pension Plan upon commencement of employment.

19.3.2 For those Employees who do not qualify for the Municipal Pension Plan, the Employer shall pay each year, in quarterly installments an amount equal to the Employer's contribution to the Municipal Pension Plan.

- 19.3.3 A new Employee shall, for the purpose of enrolment in the Municipal Pension Plan only, have his/her probation waived.
- 19.3.4 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 (1) calendar month thereafter.
- 19.4 The Employer shall provide a short-term income protection policy (weekly indemnity benefit) insuring seventy (70%) percent of an Employee's regular salary, in the event of illness or accident, to cover the period from the 31<sup>st</sup> working day of an incapacity to the six (6) month anniversary of the illness or accident. The Employer will pay one hundred (100%) percent of the premiums for such insurance.
- 19.5 The benefits provided for in this Article shall not fall below the level in existence at the date of signing as described in Appendix C save and except as they are reduced or altered through circumstances beyond the control of the Employer.
- 19.6 Medical Travel
- 19.6.1 The Employer shall provide a Medical Travel Fund to assist its Employees in defraying the cost of travel to another location to access specialized medical treatment for Employees or dependants.
- 19.6.2 The Medical Travel Fund shall be established with \$250.00 for the year beginning October 1<sup>st</sup>, 2001; \$250.00 shall be placed in the Fund on October 1<sup>st</sup> every year thereafter to a maximum of \$750.00. The fund will be maintained at \$750.00.
- 19.6.3 The medical referral must be ordered by a physician, whose opinion is that adequate medical treatment is not available locally, to a specialist that is a physician, whose specialized services and treatments routinely performed are those that general practitioners do not perform.
- 19.6.4 The Fund may be accessed by the Employees to cover expenses relating to travel (by scheduled air, rail, bus, automobile, taxi, and/or ferry), accommodation, and meals (with mileage rates and per diem's as set out in the Collective Agreement, Articles 20 and 21).
- 19.6.5 The Employer, specifically the President of the Kwantlen Faculty Association, must approve any expenditure from the Fund. Such approval will not be unreasonably withheld.

19.6.5 In order to access the Fund, the Employee must submit original receipts or photocopies of receipts, and a claim form; provide explanation and proof to support the claim, and the attending physician's statement that the referral to the location where treatment was received was medically necessary.

19.6.6 The Fund may carry forward from year to year, but such accumulated funds shall not be paid upon the Employee's termination, resignation, layoff, retirement, or death.

19.6.7 No benefit shall be payable for charges which are considered an insured service of any provincial government plan or under the Extended Health Plan, or any other charges not included in the list of eligible expenses above.

**ARTICLE 20:**            **EXPENSES**

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

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

20.3 Receipts are required for all expenses.

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

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

20.5.1 Child Care Expenses

Article 21.6 notwithstanding, Employees required to work outside of normal hours, or travelling out of town on Association business, shall be reimbursed for child care expenses at the rate of \$100.00 maximum in a twenty-four (24) period or the actual costs of the additional child care, whichever is less. Payment will be subject to prior approval of the expense and after receipt of an invoice from the child care provider.

20.6 Per Diem - Overtime Meal Allowance

The Employer will reimburse an Employee who is required to work up to two (2) or more hours after his/her regularly scheduled hours of work for a meal at the rate of:

Breakfast \$12.00  
Lunch \$17.00  
Dinner \$27.00

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

**ARTICLE 21:**                    **AUTOMOBILE TRANSPORTATION**

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

21.1.1 Mileage

Sixty-five (.650) cents per kilometer travelled. Travel must be authorized by the Employer for unusual situations. Usual situations include activities such as banking. Where a less expensive and environmentally friendly alternative to using a personal vehicle exists, such as Canada Post, the Employee will use the less expensive, environmental alternative.

21.2 The Employer shall provide reasonable parking to all Employees who apply. 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.

21.3 Automobile - Miscellaneous

21.3.1 Employees who are required to use their cars for Employer's business shall have the payment of Air-Care fees of their automobile paid by the Employer.

21.3.2 In the event of an Employee being involved in an automobile accident while on Association business, the Employer will pay the insurance deductible costs to a maximum liability of two (2) insurance deductible costs per year.

**ARTICLE 22:**                    **SICK LEAVE**

22.1 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. Following fifteen (15) working days of such absence, an Employee may, at the Employer's discretion, be required to provide a certificate from a medial practitioner.

- 22.2 Salary continuance days will be substituted for vacation time where an Employee can demonstrate that he or she was ill during scheduled vacation time.
- 22.3 Where an Employee suffers from a disease or illness or incurs personal injury (which disease, illness, or injury is hereinafter called the "disability") and the Employee is entitled to time loss compensation therefore under the *Workers' Compensation Act*, he/she shall not be entitled to receive salary continuance (See Article 22.1) for time lost by reason of any such disability.

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

- 22.4 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. Additional time to care for an immediate family member may be granted by the Employer and will not be unreasonably withheld.

**ARTICLE 23: PREGNANCY/PARENTAL LEAVE**

- 23.1 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.
- 23.2 When on pregnancy or parental leave, an Employee will receive a supplemental payment added to Employment Insurance benefits as follows:

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

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 (95%) percent of her salary calculated on her average base salary.

- b) For up to a maximum of thirty-five (35) weeks of parental leave, the biological mother shall receive an amount equal to the difference between the Employment Insurance benefits and eighty-five (85%) percent of the Employee's salary calculated on her average base salary.

- c) For up to a maximum of thirty-seven (37) weeks of parental leave, the biological father or adoptive parent shall receive an amount equal to the difference between the Employment Insurance benefits and eighty-five (85%) percent of the Employee's salary calculated on his/her average base salary.

- d) The average base salary for the purpose of this Article (a) through (d) 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.

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.

If an Employee is disentitled or disqualified from Employment Insurance pregnancy and 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.

- 23.3 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 A.D. & D. Insurance, Municipal Superannuation Plan and Employer funded RRSP. Vacation and Sick Leave benefits will accrue for the duration of the pregnancy/parental leave.
- 23.4 An Employee on pregnancy/parental leave shall return to his/her former position or to a position of equal rank and salary.

**ARTICLE 24:**                    **POLITICAL LEAVE**

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

If elected to Full-Time office, leave of absence shall be provided for the term of the office. Leave under this Article shall be limited to one term of office. The Employee shall give the Employer two (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 25:            OTHER LEAVES**

25.1 An Employee is entitled to ten (10) 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 and/or up to one (1) month's leave of absence without pay.

25.2 After two (2) years of employment, an 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 years before becoming eligible for another leave of absence without pay under this Article.

25.3 An Employee on an unpaid leave of absence without pay will provide the Employer at least one month's notice before returning to work at the end of their leave of absence.

If extenuating circumstances are present, the Employee on leave will notify the Employer that notice of return to work will be provided in a timely fashion prior to the return to work date.

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

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

25.6 An Employee may be granted a special leave of absence without pay to assist an Employee in coping with domestic contingencies or unforeseen emergencies that affect the Employee or the Employee's immediate family. This special leave may be granted, in addition to any other leave entitlement for, but not limited to, such domestic contingencies such as illness in the immediate family, births, care of elderly members of immediate family, moving, marriage of an Employee. Such special leave may not be unreasonably withheld. The Employer agrees to pay the premiums for the Employee Benefit plans for a period of up to one (1) month of special leave.



- 25.7 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.
- 25.7.1 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: The Employer'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.
- 25.7.2 When 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.
- 25.7.3 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.
- 25.7.4 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.
- 25.7.5 Should an Employee require additional time for a gravely ill family member, additional leaves may be granted beyond the eight (8) week period specified in Article 25 and the language referred to above. Such additional leaves shall be pursuant to Article 25 - Other Leaves.

**ARTICLE 26:**                    **GENERAL**

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

26.2 Health and Safety

The parties agree to abide by the requirements included in the Workers' Compensation Act and the WCB Occupational Health & Safety Regulations.

**ARTICLE 27:**                    **TERM OF AGREEMENT**

27.1 This Agreement shall be in force and effect from October 1<sup>st</sup>, **2016** to **March 31<sup>st</sup>, 2021**, and shall continue from year to year unless written notice is given by either party of their intent to negotiate changes within the four (4) month period preceding the expiry date of the Agreement. During the period of negotiation, the Agreement shall remain in full force and effect. Subsections (2) and (3) of Section 50 of the Labour Relations Code shall be specifically excluded from and shall not apply to the new Collective Agreement.

**ARTICLE 28:                  INFORMATION TO THE UNION**

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

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

**ARTICLE 29:                  ELECTRONIC MONITORING AND SURVEILLANCE**

29.1 The electronic monitoring and surveillance shall not be used for the purposes of individual work measurement of the Employee(s).

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

At no time shall video taping or any other form of electronic tracking or monitoring of the Employee(s), work outfit 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 other evidence in support of disciplinary measures. The Union shall be advised, in writing, of the location and purpose of all surveillance cameras and the reason for installation of such equipment.

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

The Employer maintains the right to monitor the use of the Employer's equipment, technology and resources in order to ensure there is no illicit, illegal or inappropriate activity occurring.

## APPENDIX A

### SENIORITY LIST

<b>Administrative/Employees</b>	<b>Date of Initial Appointment</b>
Kyla Rand	October 15 <sup>th</sup> 2012
<u>Maureen Collins</u>	<u>April 26<sup>th</sup> 2016</u>

## APPENDIX B

JOB TITLE: Coordinator of Administrative Services

### DESCRIPTION

The Coordinator of Administrative Services (CAS) performs a variety of typing, word processing, database and clerical duties in support of the Association's operation. The CAS is expected to perform with a considerable degree of initiative and independence of action based on generalized Instructions from the Table Officers. The CAS handles the day to day financial affairs of the Association including all record keeping and payroll, prepares financial statements and reports, receipt of dues, Accounts Receivable, Accounts Payable, enters and verifies Accounting Program/journal entries, banking and bank reconciliation, monitors bank Investments, liaises with the auditor, purchases supplies and office equipment and obtains quotations for services, and provides information for budget creation.

### Principle Duties:

#### 1. Typing/Word Processing

- Minutes from Executive, General and other Committee meetings
- For members of the Executive primarily, but also for any faculty member Involved In KFA business.
- Drafts of Collective Agreements
- Correspondence
- Grievance documents
- KFAacts Newsletters, announcements and bulletins
- Presentations (Power Point)

#### 2. Compiling and Collating Statistics

- Compile and collate statistics for Task Force Reports, FPSE, Statistics Canada, Registrar of Companies, and other groups, as needed

#### 3. Filing

- Establish and maintain an up to date filing system that is well organized

#### 4. Membership list

- Establish and maintain a current database of all membership and standing committees on computer and In Access, and documents pertaining to them

#### 5. Telephone -Scheduling and Communication

- Take and relay messages in person and by telephone
- Make appropriate arrangements for meetings (such as membership meetings, committee and ad hoc meetings, and special events), including promotional material, room bookings, and refreshments, as required
- Answer KFA enquiries and/or direct members to the appropriate source of information

#### 6. Travel and Accommodation Arrangements

- Make travel and accommodation arrangements for members of the Executive and other KFA members, as required

#### 7. Mail

- Maintain a mailing list -Internal and external
- Open and distribute mail daily in accordance with established procedures
- Send mail by courier
- Arrange for special delivery mailings through a post office
- Send, receive, and distribute fax messages

#### 8. Office Supplies & Equipment

- Purchase necessary supplies for the office (including kitchen and housekeeping items as needed), and maintaining inventory
- Arrange for purchase, maintenance and repair of office equipment
- Maintain appropriate insurance coverage on office equipment

#### 9. Hospitality

- Kitchen/Housekeeping -ensure all office dishes are washed and ready for use, and coffee/tea/water is stocked
- Offer office guests coffee/tea/water
- Catering for meetings (such as membership, Executive and committee meetings) - preparing food and beverages for monthly meeting
- Social Events throughout the year -assist in hosting duties for various faculty events
- Maintain an up-to-date Serving It Right certificate

#### 10. KFA Events

- Upon the direction of the Table Officers, organize various KFA events/workshops throughout the year
  - Room bookings/ accommodation bookings
  - Catering
  - Material preparation
  - Advertising/promoting
  - Monitoring cost and budget

## 11. Duplication and Distribution of Materials

- Any documents, by request of the Executive or with the approval of the Executive
- Minutes of meetings
- Meeting packages (such as membership, Executive, and committee)
- Bulletins/newsletters

## 12. Financial Use Simply Accounting to handle the day-to-day financial affairs of the Association, including dues and accounts receivable, accounts payable, monthand year-end, monthly and yearly reports, and year-end Audit preparation.

- Record keeping (Accounts Payable and Accounts Receivable, FPSE Dues Payable, KPU Dues Receivable, Journal Entries, Term Deposits) -Maintain all financial files so they are up to date and accurate.
- Write cheques, including posting of all payables
- Month End
  - Monthly journal entries
  - Bank reconciliation
  - Variance reports
  - Expenses to be Ratified
- Prepare bank deposits
- Maintain and track of Visa expenses/balances
- Monitor Term Deposits
- Year End preparation for Auditors
- Assist and provide Information to the Secretary-Treasurer with regards to the creation of the annual budget
- Payroll of BI-weekly payroll and tracking of yearly payroll
  - Create T4s for employees
  - Maintain up-to-date CRA payroll remittance rates
- Pension
  - Maintain up-to-date contribution rates (both Employee and Employer)
  - Submit contributions (both Employee and Employer) bi-weekly
  - Year End Pension Report
- CRA Remittances/Year End
  - Maintain up-to-date records of remittances
  - Submit monthly payroll remittances
  - Create and submit of T4 Summary
- CUPE Dues
  - Maintain up-to-date records of remittances
  - Submit monthly payments
- WorkSafe BC -yearly report and remittance

### 13. Security

- Ensure that office contents are inventoried and evaluated In preparation of purchase of insurance
- Make necessary arrangement for the renewal of office contents Insurance
- Maintain records of office keys
- Ensure WorkSafe BC assessment Is filed
- Establish and maintain schedule of backups for office computers

### 14. Election for KFA Executive/Strike Vote

- Prepare and supervise elections
- Ensure the E-Vote website is running correctly and accurately
- Perform the duties of the Deputy Returning Officer
- Provide time release information to KPU

### 15. Strike

- Assist the Vice President, Negotiations with strike preparation
- Organize picket captains, set up an office off-campus, order supplies such as a port-o-let, radios, etc.
- Prepare strike payroll and documents

### 16. Course Overload Requests

- Process the Permission to Exceed Class Size requests according to current procedure

### 17. Website

- Maintain and update the website using web software

### 18. Coordinate/Supervise Workload for Administrative Assistant

- Assign duties to the Administrative Assistant and follow up
- Coordinate staff vacation coverage

## APPENDIX B

JOB TITLE: Administrative Assistant

### DESCRIPTION

The Administrative Assistant performs a variety of typing, word processing, database, and clerical duties in support of the Association's operation. The Administrative Assistant is expected to perform with a degree of initiative based on instructions from the Coordinator of Administrative Services (CAS) and Table Officers. The Administrative Assistant performs the following principle duties:

Principle Duties:

1. Typing/Word Processing
  - Correspondence
  - Newsletters, announcements, and bulletins
2. Filing
  - Maintain and update filing system
  - Enter contracts (ensure database is up to date)
  - Analyze, sort, and flag contracts
  - Upload HE list into membership database
  - Back up computers for security purposes as per schedule
3. Membership List
  - Maintain a current database of all membership and standing committees
4. Telephone -Scheduling and Communication
  - Take and relay messages in person and by telephone
  - Make appropriate arrangements for meetings, including promotional material, room bookings, and refreshments, as required
  - Answer KFA enquiries and/or direct members to the appropriate source of information
5. Mail
  - Maintain a mailing list -internal and external
  - Open and distribute mail daily in accordance with established procedures
  - Send mail by courier
  - Arrange for special delivery mailings through a post office
  - Send, receive and distribute fax messages



## 6. Office Supplies & Equipment

- Purchase necessary supplies for the office (including kitchen and housekeeping items as needed), and maintain inventory

## 7. Hospitality

- Kitchen/Housekeeping -ensure all office dishes are washed and ready for use, and that coffee/tea/water is stocked
- Offer office guests coffee/tea/water
- Social Events throughout the year -assist in hosting duties for various faculty events
- Maintain an up-to-date Serving It Right certificate

## 8. KFA Events

- Upon the direction of the Table Officers or the CAS, organize various KFA events/workshops throughout the year
  - Room bookings/accommodation bookings
  - Catering
  - Material preparation
  - Advertising/promoting

## 9. Duplication and Distribution of Materials

- Prepare documents at the direction of the Table Officers or CAS
- Prepare meeting packages at the direction of the Table Officers or CAS

## 10. Financial (each of the following are at the direction of the CAS)

- Make bank deposits
- Write cheques (accounts payable/receivable)

## 11. Course Overload Requests

- Process the Permission to Exceed Class Size requests according to current procedure

## APPENDIX C

### BENEFITS FOR KWANTLEN FACULTY ASSOCIATION MEMBERS OF CUPE LOCAL 1004

<u>BENEFIT</u>	<u>DESCRIPTION</u>
Group Life	* 3 x 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)	<ul style="list-style-type: none"> <li>* 80% reimbursement of eligible expenses after a \$25 annual deductible per family</li> <li>\$500 Vision Care every two years</li> <li>Hearing Aids to a maximum of \$600 every four years</li> <li>Charges for nicotine patch treatment</li> <li>Visits to registered psychologists to a maximum of \$500/year or 10 sessions, whichever is greater, (subject to Carrier availability)</li> <li>* Blue Net Card to be supplied; coverage for all eligible drugs; coverage for all medical Services Plan de-listed services.</li> <li>* Plan A - 100%</li> <li>* Plan B - 80%</li> <li>* Plan C - 50%</li> <li>* \$3,000 lifetime maximum per individual family member</li> <li>* 70% of weekly earnings</li> <li>* 30 working day qualifying period</li> <li>* Maximum benefit period the lesser of 26 weeks or commencement of Long Term Disability benefits</li> </ul>
Dental	
Weekly Indemnity Benefit	

## APPENDIX D

### CHRISTMAS/NEW YEAR'S SHUT DOWN

M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T
23	24	25	26	27	28	29	30	31	1	2	3						
	23	24	25	26	27	28	29	30	31	1	2	3					
		23	24	25	26	27	28	29	30	31	1	2	3				
			23	24	25	26	27	28	29	30	31	1	2	3			
				23	24	25	26	27	28	29	30	31	1	2	3		
				22	23	24	25	26	27	28	29	30	31	1	2		
					22	23	24	25	26	27	28	29	30	31	1	2	3

**LETTER OF UNDERSTANDING #1**

**The parties agree to meet to discuss the Health, Dental and Insured Benefits Plan provided in accordance with the Collective Agreement no later than eighteen months following the ratification of the Memorandum of Settlement by both parties.**

**The parties agree to review the Benefits Plan and, if mutually agreed, amend the Plan.**


**The parties further agree that changes to the provision of the Health, Dental and Insured Benefits Plan will be mutually agreed by the parties.**

**The parties further agree to explore the provision of a confidential Employee and Family Assistance Program.**

IN WITNESS HEREOF each of the parties have caused this Agreement to be signed by its duly authorized representatives.

Signed this 2 day of FEBRUARY, 2017

FOR THE EMPLOYER

  
\_\_\_\_\_  
BOB DAVIS  
\_\_\_\_\_  
GILLIAN DEARLE  
\_\_\_\_\_  
GILLIAN DEARLE  
\_\_\_\_\_

FOR THE UNION

Andrew Ledger  
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[Signature]  
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