

# **COLLECTIVE AGREEMENT**

**between**

**DOUGLAS COLLEGE FACULTY ASSOCIATION  
(the “Employer”)**



**and**

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



**Effective from April 1st, 2021 to March 31st, 2025**

(2021 - 2025)

**CUPE LOCAL 1004**

**TABLE OFFICERS**

Scott McIntosh .....Acting President  
Scott McIntosh..... Vice President  
Frank Lee ..... Secretary-Treasurer  
Dennis Donnelly .....Recording Secretary

**CUPE LOCAL 1004**

**BUSINESS AGENTS**

Sarah Carrier .....Business Agent  
Saul Blakey .....Business Agent  
Karen Kindrid .....Business Agent  
Dave Stephens .....Business Agent

**CUPE LOCAL 1004 REPRESENTATIVE  
AT DOUGLAS COLLEGE FACULTY ASSOCIATION**

Lil Mairs.....Shop Steward

**TABLE OF CONTENTS**

**ARTICLE 1 - RECOGNITION .....1**

    1.1    Bargaining Agent..... 1

    1.2    Definition - President..... 1

**ARTICLE 2 - DUES CHECK-OFF AND UNION SECURITY .....1**

    2.1    Monthly Union Dues..... 1

    2.2    Collected Dues ..... 1

    2.3    No Contracting Out..... 1

**ARTICLE 3 - PICKET LINES .....2**

    3.1    Picket Lines..... 2

**ARTICLE 4 - UNION BUSINESS .....2**

    4.1    Leave with Pay for Union Activities..... 2

    4.2    Leave without Pay for Union Activities ..... 2

    4.3    No Loss of Seniority for Union Leave ..... 2

    4.4    Reimbursement for Union Leave ..... 2

**ARTICLE 5 - OTHER EMPLOYEE RIGHTS.....2**

    5.1    No Discrimination ..... 2

    5.2    Sexual and Personal Harassment ..... 2

    5.3    Employee Indemnification..... 4

**ARTICLE 6 - EMPLOYER RIGHTS.....4**

    6.1    Management Rights..... 4

**ARTICLE 7 - GRIEVANCE AND ARBITRATION.....4**

    7.1    Step One..... 4

    7.2    Step Two..... 5

    7.3    Step Three ..... 5

    7.4    Arbitration..... 5

    7.5    Formal Arbitration ..... 5

    7.6    Expedited Arbitration ..... 5

    7.7    Arbitrator Fees and Expenses..... 6

**ARTICLE 8 - APPOINTMENT OF EMPLOYEES .....6**

    8.1    Definition of Employees ..... 6

    8.2    Appointment of Employees..... 6

    8.3    Probation - Regular Employees ..... 7

    8.4    Probation - Temporary and Casual Employees..... 7

**ARTICLE 9 - NEW CLASSIFICATIONS.....7**

    9.1    New Classifications ..... 7

**ARTICLE 10 - EMPLOYEE APPRAISALS.....7**

    10.1    Employee Appraisals – Regular Employees ..... 7

    10.2    Employee Appraisals – Temporary Employees..... 7

**ARTICLE 11 - JOB VACANCIES AND OTHER APPOINTMENTS .....8**

    11.1    Job Postings..... 8

    11.2    Awarding Positions – Regular Employees..... 8

    11.3    Awarding Positions – Temporary Employees ..... 8

    11.4    Available Work..... 8

<b>ARTICLE 12 - SENIORITY, LAYOFF AND RECALL .....</b>	<b>8</b>
12.1 Seniority Defined .....	8
12.2 Seniority During Leaves of Absence .....	8
12.3 Order of Layoffs .....	8
12.4 Notice of Layoff.....	8
12.5 Right of Recall .....	9
12.6 Severance .....	9
<b>ARTICLE 13 - DISCIPLINE .....</b>	<b>9</b>
13.1 Just Cause.....	9
13.2 Right to Union Representation.....	9
13.3 Personnel File.....	9
<b>ARTICLE 14 - HOURS OF WORK AND OVERTIME.....</b>	<b>10</b>
14.1 Hours of Work – Regular Full-Time Employee.....	10
14.2 Daily Hours of Work.....	10
14.3 Overtime .....	10
14.4 Overtime on a Weekend or Stat Holiday .....	10
14.5 Overtime Pay or Time off in Lieu of Pay Options.....	10
14.6 Paid Breaks.....	10
14.7 Family Flex Time.....	10
<b>ARTICLE 15 - SALARIES.....</b>	<b>11</b>
15.1 Hourly Rates.....	11
15.2 Pay in Lieu of Benefits - Temporary Employees .....	11
15.3 Pay in Lieu of Benefits – Casual Employees .....	11
15.4 Pay Periods.....	11
<b>ARTICLE 16 - ANNUAL VACATION .....</b>	<b>11</b>
16.2 Vacation – Partial Years of Service .....	12
16.3 Vacation Anniversary Year.....	12
16.4 Vacation Approval and Scheduling .....	12
<b>ARTICLE 17 - PAID HOLIDAYS .....</b>	<b>13</b>
17.1 Statutory Holidays .....	13
17.2 Holiday Falling on Vacation Period Weekend.....	13
17.3 Paid Time between Boxing Day and New Years Day .....	13
17.4 Paid Holidays During Unscheduled Hours of Work .....	13
17.5 Floating Wellness Days .....	13
<b>ARTICLE 18 - PROFESSIONAL DEVELOPMENT AND STAFF TRAINING.....</b>	<b>13</b>
18.1 Definitions .....	13
18.2 Eligibility .....	14
18.3 Funding.....	14
18.4 Scheduling .....	14
18.5 Reporting.....	14
18.6 Restrictions.....	14
<b>ARTICLE 19 - BENEFITS AND PENSIONS .....</b>	<b>15</b>
19.1 Benefit Plans .....	15
19.2 Benefit Premiums – Regular Employees .....	15
19.3 Continuation of Benefits on Layoff .....	15
19.4 Eligibility – Temporary Employees .....	15

19.5	Benefit Premiums – Eligible Temporary Employees.....	15
19.6	Pay in Lieu of Benefits – Temporary Employees.....	15
19.7	Pension Plan.....	15
19.8	Weekly Indemnity Benefit.....	16
19.9	Benefit Provisions .....	16
<b>ARTICLE 20 - EXPENSES .....</b>		<b>16</b>
20.1	Expense Policies.....	16
20.2	Expense Reimbursement.....	16
20.3	Expense Rates .....	16
20.4	Receipts Required .....	16
20.5	Other Expenses .....	16
20.6	Meal Reimbursement.....	16
20.7	Automobile Transportation.....	17
20.8	Parking Fees .....	17
<b>ARTICLE 21 - SICK LEAVE .....</b>		<b>17</b>
21.1	Entitlement – Regular Employee.....	17
21.2	Entitlement – Regular Part-Time Employee .....	17
21.3	Sick Leave during Vacation .....	17
21.4	Workers’ Compensation Benefits .....	17
21.5	Family Illness .....	18
21.6	Casual Employees .....	18
<b>ARTICLE 22 - MATERNITY/PARENTAL LEAVE .....</b>		<b>18</b>
22.1	Maternity Leave.....	18
22.2	Parental and Adoption Leave .....	19
22.3	Supplemental Employment Benefit for Maternity and Parental Leave .....	19
22.4	Employment Protection .....	20
22.5	Extension of Parental or Adoption Leave .....	20
22.6	Return to Work .....	21
<b>ARTICLE 23 - POLITICAL LEAVE .....</b>		<b>21</b>
23.1	Notice of Leave .....	21
23.2	Campaign Leave.....	21
23.3	Leave Upon Election .....	21
23.4	Exceptions .....	21
<b>ARTICLE 24 - OTHER LEAVES .....</b>		<b>21</b>
24.1	Serious Illness or Bereavement Leave .....	21
24.2	Leave without Pay.....	21
24.3	Other Unpaid Leave.....	22
24.4	Jury or Witness Leave .....	22
24.5	Medical or Dental Leave.....	22
<b>ARTICLE 25 - GENERAL.....</b>		<b>22</b>
25.1	No Smoking .....	22
25.2	Union Label .....	22
25.3	Minimum Benefits .....	22
25.4	Health and Safety.....	22
25.5	Physical Fitness .....	22

<b>ARTICLE 26 - TERM OF AGREEMENT.....</b>	<b>24</b>
<b>APPENDIX A .....</b>	<b>25</b>
SENIORITY LIST.....	25
<b>APPENDIX B.....</b>	<b>26</b>
Job Title: Administrative Officer.....	26
Job Title: Financial Coordinator.....	29
<b>APPENDIX C.....</b>	<b>30</b>
BENEFITS FOR DOUGLAS COLLEGE FACULTY ASSOCIATION MEMBERS OF CUPE LOCAL 1004 .....	30
<b>APPENDIX D .....</b>	<b>32</b>
EXPANDED DEFINITION OF "FAMILY MEMBER" .....	32

**COLLECTIVE AGREEMENT**

BETWEEN:

**DOUGLAS COLLEGE FACULTY ASSOCIATION  
(Hereinafter referred to as the “Employer”)**

AND:

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1004  
(Hereinafter referred to as the “Union”)****ARTICLE 1 - RECOGNITION****1.1 Bargaining Agent**

The Employer recognizes the Union as the sole collective bargaining agent for all Employees of the Employer.

**1.2 Definition - President**

Within this Collective Agreement, “President” means President of the Douglas College Faculty Association or another person designated by the Association.

**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 No Contracting Out**

No work regularly performed by an Employee in the bargaining unit shall be contracted out or be performed by anyone other than an Employee. Persons excluded from 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 DCFA 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 layoff of bargaining unit members.

### ARTICLE 3 - PICKET LINES

#### 3.1 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 Activities

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 Leave without Pay for Union Activities

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 No Loss of Seniority for Union Leave

The Employer agrees that any Employee who is on leave of absence for the purpose of performing their 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 their former position.

#### 4.4 Reimbursement for Union Leave

With respect to any leave of absence granted without pay for the purpose of performing duties as an officer of the Union or any affiliated body, 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 thirty (30) 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 No Discrimination

There shall be no discrimination for any reason, nor any violations of the *BC Human Rights Code*.

#### 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;
- (2) Unwanted physical contact such as touching, patting, pinching or punching;
- (3) Implied or expressed promise of reward for complying with a sexually oriented request;
- (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;
- (5) The inappropriate display of sexually oriented literature, pornographic or offensive material; or
- (6) Remarks or behaviour 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;
- (2) 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 other Employees;
- (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) Employees may process complaints about harassment through the grievance procedure (Article 7) subject to the following changes.

- (1) Where a person who is the subject of the complaint is the Employer representative or designate, at any state of the grievance procedure the Union may bypass that stage of the procedure or present the grievance to another appropriate Employer representative;
- (2) In the course of investigating a complaint of harassment, Employer and Union representatives shall have due regard for the privacy and confidentiality of any and all persons involved in the complaint;
- (3) In determining procedural and evidentiary matters in a harassment complaint, an arbitrator shall take reasonable steps to protect the interest of all parties in privacy and confidentiality, 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 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; or
- (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) 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) Complainants have the right to Union representation at all meetings, interviews and hearings where the complainant's presence is requested.
- (f) 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.
- (g) 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 Employee Indemnification**

- (a) The Employer shall indemnify and save harmless its Employee(s) against damages and reasonable legal costs related to actions or claims against the Employee arising out of the proper performance of their employment activities or responsibilities.
- (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. Nor shall it be construed to mean that the Employer shall bear any liability for the Employee's disregard or wilful neglect of their employment activities and responsibilities.

## **ARTICLE 6 - EMPLOYER RIGHTS**

### **6.1 Management Rights**

Except as this Agreement otherwise specifies and subject to the job description(s) 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 Step One**

- (a) All grievances concerning the operation or application of this Agreement will first be discussed with the President.

- (b) If no agreement is reached, the Union may submit the grievance in writing to the President, who will meet with the designated Union representative and the grievor to discuss the grievance in an attempt to obtain a satisfactory resolution. The President will give the Union a formal written response within fifteen (15) working days following the meeting. A grievance must be filed in writing within forty (40) working days of the alleged violation of the Agreement. Timelines may be extended by mutual agreement of the Parties.

## **7.2 Step Two**

If the grievance is not resolved at Step One, the Union may submit the grievance to the DCFA Table Officers Committee, which will meet with the Union and attempt to obtain a satisfactory resolution. The Table Officers Committee will give a formal written response within fifteen (15) working days following the meeting. Timelines may be extended by mutual agreement of the parties.

## **7.3 Step Three**

If the grievance is not resolved at Step Two, the Union may submit the grievance to the DCFA Executive Council, which will meet with the Union and attempt to obtain a satisfactory resolution. The Executive Council will give a formal written response within fifteen (15) working days following the meeting. Timelines may be extended by mutual agreement of the Parties. In cases of termination or policy grievances, the Union may file the grievance directly to Step Three.

## **7.4 Arbitration**

If a grievance is not resolved satisfactorily, it may be referred by either party to arbitration. The parties shall determine by mutual agreement whether to send the grievance to formal or expedited arbitration.

### **7.5 Formal Arbitration**

- (a) When a grievance is referred to formal arbitration, the parties will agree on the single arbitrator. Failing agreement, either party may request the Labour Relations Board to make the appointment.
- (b) The arbitrator will hear the dispute within thirty (30) days of being appointed and will render decision as soon as possible thereafter. The arbitrator's decision will be binding on both parties.
- (c) 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.

### **7.6 Expedited Arbitration**

- (a) Hearing dates shall be scheduled as expeditiously as possible.
- (b) The location of the hearings will be mutually agreed to by the parties.
- (c) All presentations are to be short and concise and are to include a comprehensive opening statement. The parties agree to make limited use of authorities during their presentations.
- (d) Prior to rendering a decision, with the parties' agreement, the arbitrator may assist the parties in mediating a resolution to the grievance.
- (e) Where mediation fails, or is not appropriate, a decision shall be rendered as contemplated herein.

- (f) The decision of the arbitrator is to be completed and mailed to the parties within ten (10) working days of the hearing.
- (g) The arbitrator for the expedited arbitration shall be mutually agreed upon by the parties.
- (h) The arbitrator shall have the power and authority to conclusively settle the dispute and this decision shall be binding on both parties. Arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter or proceeding.

### **7.7 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 of this Agreement and who has completed the probationary period. Full-time hours of work are as defined in Article 14.

(b) *Regular Part-Time*

A Regular Part-Time Employee is any person employed on a continuing basis for fewer than the full-time hours of work as defined in Article 14, whose duties fall within the bargaining unit as defined in Article 1.1, and who has completed the probationary period.

(c) *Temporary*

A Temporary Employee is one so informed by the Employer at the start of employment. A Temporary Employee may be hired to replace a Regular Employee on paid or unpaid leave pursuant to the terms of the Collective Agreement, or for an extended project of more than thirty (30) days and up to twelve (12) months.

(d) *Casual*

Casual Employees shall be those Employees hired for extra or relief work for periods of up to one (1) month. The Employer may also hire Casual Employees to replace Regular Employees who are absent or on leave under the provisions of this Agreement. An extension of the time period may be arranged by mutual agreement between the parties.

### **8.2 Appointment of Employees**

- (a) The appointment of Employees shall indicate whether the appointment is Regular, Temporary or Casual and whether the appointment is Full-Time or Part-Time.
- (b) A Temporary Employee shall not attain Regular status during the period of their Temporary appointment.

**8.3 Probation - Regular Employees**

- (a) Every new Regular Employee shall be on probation for the first three (3) months of employment.
- (b) The 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.
- (c) Upon the successful completion of the probationary period, a Regular Employee shall be placed on the seniority list in order of their date of appointment.
- (d) 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 two (2) 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 in accordance with Article 10.2, may be considered as part or all of the probationary period.

**ARTICLE 9 - NEW CLASSIFICATIONS****9.1 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, 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 (1st) day of the new classification.

**ARTICLE 10 - EMPLOYEE APPRAISALS****10.1 Employee Appraisals – Regular Employees**

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

**10.2 Employee Appraisals – Temporary Employees**

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 Postings

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 (external candidates).

### 11.2 Awarding Positions – Regular Employees

In filling vacant positions or in making promotions, transfers, and demotions, the Employer shall award the position to the senior qualified Regular Employee applicant.

### 11.3 Awarding Positions – Temporary Employees

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.

### 11.4 Available Work

Any available work shall be offered to Regular Part-Time Employee(s) prior to the appointment of or the assignment of the available work to a Temporary and/or Casual Employee.

## ARTICLE 12 - SENIORITY, LAYOFF AND RECALL

### 12.1 Seniority Defined

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 Temporary Employee.

### 12.2 Seniority During Leaves of Absence

During all leaves of absence from work as defined in Articles 21, 22, 23 and 24, a Regular Employee's seniority shall be maintained (continue to accrue).

### 12.3 Order of Layoffs

- (a) The Employer shall layoff Employees only for lack of work or shortage of funds.
- (b) Casual and Temporary Employees will be laid off first in reverse order of hire before any Regular Employees.
- (c) Layoffs of Regular Employees shall occur in reverse order of seniority (see Appendix A) within the appropriate job classification 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.

### 12.4 Notice of Layoff

Regular Employees with over five (5) years service shall receive at least three (3) months notice of layoff or pay in lieu of notice. Other Regular Employees shall receive at least two (2) months notice of layoff or

pay in lieu of such notice. Temporary Employees shall receive at least one (1) month notice, or pay in lieu of notice, if layoff occurs prior to the end of the Employee's term of employment.

### **12.5 Right of Recall**

- (a) 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 no longer has the capabilities and qualifications to perform the work. Recall will be in the order of seniority.
- (b) 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 Article 12.5(a). A Casual position shall count as time worked as a Temporary Employee.
- (c) A Casual Employee has no right of recall.

### **12.6 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 ten (10) months.

## **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.

### **13.3 Personnel File**

An Employee, or their steward or CUPE 1004 Staff Representative with the written authority of the Employee, shall have the right of access to their personnel record at the Employer's premises.

Any disciplinary document, as well as any non-disciplinary letters of expectation, shall be removed from the Employee's personnel file after the expiration of eighteen (18) calendar months from the date it was placed on the file, provided there has not been a further infraction of a similar nature.

The Employer agrees not to introduce as evidence in any hearing any document from the file of an Employee, the existence of which the Employee was not aware of at the time of filing.

## ARTICLE 14 - HOURS OF WORK AND OVERTIME

### 14.1 Hours of Work – Regular Full-Time Employee

The hours of work for a Regular Full-Time Employee shall total thirty-five (35) hours per week. These hours will be scheduled in consultation with the President or designate.

### 14.2 Daily Hours of Work

Regular hours worked in any one (1) day shall not exceed seven (7) hours unless mutually agreed to for the sole purpose of reducing the number of days in the work week.

### 14.3 Overtime

For the purpose of computing overtime for an Employee, all time worked after seven (7) hours per day (unless mutually agreed to under Article 14.2) or thirty-five (35) hours per week shall be considered as overtime and paid at the rate of one hundred and fifty percent (150%) of an Employee's hourly rate up to a maximum of two (2) hours per day and a maximum of eight (8) hours per week. All overtime worked beyond two (2) hours per day or eight (8) hours per week shall be paid at the rate of two hundred percent (200%).

### 14.4 Overtime on a Weekend or Stat Holiday

All time worked on Saturdays shall be considered as overtime and paid at the rate of one hundred and fifty percent (150%) of an Employee's 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 percent (200%) of the Employee's hourly rate.

### 14.5 Overtime Pay or Time off in Lieu of Pay Options

Overtime must be authorized by the Employer. For all overtime worked, an Employee will have the option of overtime pay, or time off in lieu of pay, by mutual agreement of the Employer and Employee. Overtime for a Regular Employee is voluntary and the Employee has the right to refuse overtime.

### 14.6 Paid Breaks

An Employee working more than five (5) hours per day shall receive two (2) fifteen minute paid breaks. An Employee working five (5) hours or fewer per day shall receive one (1) fifteen (15) minute paid break per day.

### 14.7 Family Flex Time

An Employee may request their start time to be adjusted. The regular hours worked shall not change. Approval shall not be unreasonably withheld.



**ARTICLE 15 - SALARIES****15.1 Hourly Rates**

The hourly rate shall be as follows:

<b>Administrative Officer / Financial Coordinator</b>	<b>April 1st, 2021 (2% increase)</b>	<b>April 1st, 2022 (2% increase)</b>	<b>April 1st, 2023 (2% increase)</b>	<b>April 1st, 2024 (2% increase)</b>
At Start	\$34.32	\$35.01	\$35.71	\$36.42
After 6 months	35.85	36.57	37.30	38.05
After 12 months	37.34	38.09	38.85	39.63
After 24 months	40.43	41.24	42.07	42.91

**15.2 Pay in Lieu of Benefits - Temporary Employees**

A Temporary Employee shall be paid at the salary rates provided in this Agreement plus fourteen percent (14%) in lieu of benefits, inclusive of vacation and statutory holidays, unless Article 19.4 applies.

**15.3 Pay in Lieu of Benefits – Casual Employees**

A Casual Employee shall be paid at the salary rates provided in this Agreement plus fourteen percent (14%) in lieu of benefits, inclusive of vacation and statutory holidays.

**15.4 Pay Periods**

Wages shall be paid biweekly. Compensation for all CUPE Employees will be deposited to the personal account they have established with a Canadian Registered Financial Institution (Bank or Credit Union).

**ARTICLE 16 - ANNUAL VACATION****16.1 Vacation Entitlement**

Vacation entitlement for a Regular Employee shall be based on the anniversary date of hire. A Regular Employee shall receive vacation with pay and accumulate vacation as follows:

<b>In the Year of Service</b>	<b>Weeks of Vacation</b>	<b>Percentage Accrual on Gross Earnings</b>
1 <sup>st</sup>	3 weeks	6%
2 <sup>nd</sup>	3 weeks	6%
3 <sup>rd</sup>	4 weeks	8%
4 <sup>th</sup>	4 weeks	8%
5 <sup>th</sup>	5 weeks	10%
6 <sup>th</sup>	5 weeks	10%
7 <sup>th</sup>	6 weeks	12%
8 <sup>th</sup>	6 weeks	12%
9 <sup>th</sup>	7 weeks	14%

## 16.2 Vacation – Partial Years of Service

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

## 16.3 Vacation Anniversary Year

Vacation entitlement is accrued in each anniversary year. An anniversary year is the year beginning with the date first hired to the day prior to one (1) year from that date for the first anniversary and from the anniversary date to each day prior to the next anniversary date for each subsequent year.

- (a) 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 carryover may be requested. Approval of such requests shall not be unreasonably withheld.
- (b) If a serious illness or injury prevents an Employee from taking their vacation entitlement, they will attempt to reschedule the unused vacation entitlement within the anniversary year. No Employee's request to reschedule this vacation shall be unreasonably denied. If such rescheduling proves untenable, the unused vacation entitlement shall be paid out by the Employer.
- (c) Employee(s) unable to take their vacation entitlement due to a Workers' Compensation Board (WCB) Claim(s) as per the current provincial WCB legislation shall have the unused vacation entitlements carried over to the following anniversary year.
- (d) In the event that the Employer determines that operational requirements prevent an Employee from taking their vacation entitlement, attempts will be made to reschedule the unused vacation entitlement within the anniversary year. No Employee's request to reschedule unused vacation shall be unreasonably denied. If the Employee and the Employer cannot agree on an appropriate rescheduling, any unused vacation entitlement beyond that which can be carried over according to Article 16.4(a) shall be paid out by the Employer at the end of the anniversary year in which the vacation ought to have been taken.

## 16.4 Vacation Approval and Scheduling

- (a) 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. Each employee shall submit a vacation plan for the following 12 months by September 21 of each year.
- (b) Changes to an Employee's approved vacation may occur only with the mutual consent of the Employer and the Employee. Requests for changes must be in writing and will not be unreasonably denied.

## ARTICLE 17 - PAID HOLIDAYS

### 17.1 Statutory Holidays

(a) Employees will receive the following holidays off with pay:

- New Year's Day
- Family Day
- Good Friday
- Easter Monday
- Victoria Day
- Canada Day
- British Columbia Day
- Labour Day National
- National Day of Truth and Reconciliation
- Thanksgiving Day
- Remembrance Day
- Christmas Eve Day
- Christmas Day
- Boxing Day
- New Year's Eve Day

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

### 17.2 Holiday Falling on Vacation Period Weekend

When a holiday referred to in Article 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 Paid Time between Boxing Day and New Years Day

Employees shall receive time off with pay on the working days between Boxing Day and New Year's Day.

### 17.4 Paid Holidays During Unscheduled Hours of Work

Paid holidays on which a Regular 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. However the Employee shall be entitled to take a day in lieu of the paid holiday at the regularly scheduled hours.

### 17.5 Floating Wellness Days

A Regular Employee shall receive **three (3)** floating wellness days per year.

## ARTICLE 18 - PROFESSIONAL DEVELOPMENT AND STAFF TRAINING

### 18.1 Definitions

(a) *"Professional Development"* refers to Employee initiated and directed activities that enhance Employees' abilities to perform their duties or improve their career development or for work-related equipment (such as computer hardware and software).

- (b) “*Staff Training*” refers to Employer initiated and directed activities or activities that the Employer designates as required for the job. Such designation will take place in consultation with the Employee. Employees who disagree with the Employer’s designation of the activity as training, or believe that it is not required for the performance of their duties, shall have the right to grieve that decision in accordance with the provisions of Article 7.

### **18.2 Eligibility**

A Regular Employee shall be eligible for a minimum of five (5) paid days per year for Professional Development activities.

### **18.3 Funding**

- (a) In any year a Regular Employee is guaranteed a minimum allocation of five hundred dollars (\$500) in approved Professional Development funds. An Employee may carry forward their unused minimum allocation from year to year, but any accumulated funds shall not be paid upon the Employee’s termination, resignation, layoff, retirement or death. Funds shall not be unreasonably withheld.
- (b) The Employer may provide funds, in addition to those listed in Article 18.3(a) that it deems beneficial to Professional Development activities.
- (c) The Employer shall pay wages, fees, and reasonable expenses for the Employee to participate in Staff Training activities.
- (d) The Employer shall implement Article 18.3(a) by allocating a sum equivalent to five-hundred dollars (\$500.00) per Regular Employee to the Professional Development Fund on April 1st of each year.

### **18.4 Scheduling**

- (a) The Employer and Regular Employees shall meet at least once a year to determine and document appropriate Professional Development and Staff Training activities and funds.
- (b) Where possible, a Part-Time Regular Employee will use days when the employee is not regularly scheduled to work for Professional Development and Staff Training.

### **18.5 Reporting**

Each Regular Employee will submit an annual Professional Development and Staff Training report by August 31 of each year. The report will account for and reflect on the activities pursued and funds spent.

### **18.6 Restrictions**

- (a) Professional Development entitlements do not apply to Temporary or Casual Employees.
- (b) Professional Development days not used in one (1) year shall not carry forward to the following year.

## ARTICLE 19 - BENEFITS AND PENSIONS

### 19.1 Benefit Plans

The Employer will provide each Regular Employee and qualified Temporary Employee (see Article 19.4) access to the following benefit plans: Medical, Extended Health, Dental, Long Term Disability, Group Life Insurance and Accidental Death and Dismemberment Insurance.

### 19.2 Benefit Premiums – Regular Employees

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

### 19.3 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.

### 19.4 Eligibility – Temporary Employees

A Temporary Employee who is employed for more than six (6) months and up to twelve (12) months shall be eligible for access to the benefit plans.

### 19.5 Benefit Premiums – Eligible Temporary Employees

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

### 19.6 Pay in Lieu of Benefits – Temporary Employees

A Temporary Employee who is employed for less than six (6) months shall be paid fourteen percent (14%) in lieu of benefits, inclusive of vacation and statutory holidays.

### 19.7 Pension Plan

- (a) Upon commencement of employment, a new Regular Employee may enrol in the Municipal Pension Plan.
- (b) For any Regular Employee who does not qualify for Pension under the Municipal Pension Plan or who chooses not to participate in the Municipal Pension Plan, the Employer shall pay each year, in quarterly instalments, an amount equal to nine percent (9%) of the Employee's gross annual salary effective April 1, 2022; increasing to nine point three-one percent (9.31%) of the Employee's gross annual salary, effective April 1, 2023 into a Registered Retirement Savings Plan. Any Employee on whose behalf the Employer makes contributions to a Registered Retirement Savings Plan shall not be eligible for participation in the Municipal Pension Plan.
- (c) A new Regular Employee shall, for the purposes of enrolment in the Municipal Pension Plan only, have their 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 (1) calendar month thereafter.

### **19.8 Weekly Indemnity Benefit**

- (a) 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 thirty-first (31st) calendar 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.

### **19.9 Benefit Provisions**

The benefits provided for in this Article shall not, at the date of signing of this Agreement, fall below the level in existence as described in Appendix C, save and except as they are reduced or altered through circumstances beyond the control of the Employer.

## **ARTICLE 20 - EXPENSES**

### **20.1 Expense Policies**

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.

### **20.2 Expense Reimbursement**

An Employee will be reimbursed for any reasonable expense incurred while engaged in the business of the Employer. Additional expenses shall not be reimbursed unless they are authorized in advance by the President or their designate.

### **20.3 Expense Rates**

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 was signed.

### **20.4 Receipts Required**

Receipts are required for all expenses.

### **20.5 Other Expenses**

An Employee who is on the Employer's business while away from the Association Office, or who is 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 their regularly scheduled hours of work for taxi fare, if required.

### **20.6 Meal Reimbursement**

The Employer will reimburse an Employee who is required to work up to two (2) or more hours after their regularly scheduled hours of work for meals at a rate of twenty-three dollars (\$23.00) per day.

## 20.7 Automobile Transportation

Employees required to use their personal vehicle in the performance of their duties shall be reimbursed for kilometres traveled at a rate of eighty cents (80¢) per kilometre.

## 20.8 Parking Fees

The Employer shall pay the fees for parking. For Employees who do not opt for parking, the Employer shall pay the equivalent of parking fees to cover the Employee's transportation cost.

## ARTICLE 21 - SICK LEAVE

### 21.1 Entitlement – Regular Employee

A Regular Employee absent from work on account of illness shall continue to receive their full salary and benefits for up to thirty (30) calendar days for each illness or debilitating treatment. Following two (2) weeks of such absence, a Regular Employee may, at the Employer's discretion, be required to provide a certificate from a medical practitioner.

### 21.2 Entitlement – Regular Part-Time Employee

A Regular Part-Time Employee on sick leave shall receive a prorated salary based on the number of hours normally worked in a week for up to thirty (30) calendar days, after which time they shall receive salary continuance benefits, pursuant to Article 19.8.

### 21.3 Sick Leave during Vacation

Sick leave days will be substituted for vacation time where an Employee can demonstrate that they were ill during scheduled vacation time.

### 21.4 Workers' Compensation Benefits

(a) Where a Regular or Temporary 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 under the *Workers' Compensation Act*, they shall not be entitled to receive sick leave benefits as described in Article 21.1.

(b) *Regular Employees*

Up to a maximum period of one (1) year, all monies received by a Regular 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 Regular Employee the amount of their salary (up to the maximum reference salary specified in the WCB Regulations) to which they would have been entitled but for the disability.

(c) *Temporary Employees*

Up to the maximum period of their employment, all monies received by a Temporary 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 the maximum period of their employment, the Employer shall pay the Temporary Employee the amount of their salary (up to the maximum reference salary specified in the WCB regulations) to which they would have been entitled but for the disability.

### 21.5 Family Illness

In the case of illness of a member of the immediate family of a Regular or Temporary Employee, when no one 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.

### 21.6 Casual Employees

The provisions of Article 21.1, 21.2, 21.3, 21.4, 21.5 do not apply to a Casual Employee.

Casual Employees are entitled to five (5) days of paid sick leave. Casual Employees will receive their regular day's pay for each day of sickness, up to a maximum of five (5) days per year. The employee must have worked with the employer for at least 90 days to be eligible for the paid sick days. The Casual Employee must provide reasonably sufficient proof of illness if requested after utilization of three (3) consecutive paid sick days.

## ARTICLE 22 - MATERNITY/PARENTAL LEAVE

### Preamble

The terms and conditions for Maternity, Parental and Adoption leaves for Auxiliary Employees shall be in accordance with the *Employment Standards Act*.

### 22.1 Maternity Leave

- (a) A pregnant Employee is entitled to up to eighteen (18) consecutive weeks of unpaid maternity leave.
- (b) A pregnant Employee will provide the DCFA with a written request for leave at least four (4) weeks prior to the start of the leave and a medical certificate in support of the request for leave.
- (c) The maternity leave may start no earlier than eleven (11) weeks before the expected birth date, and must end no earlier than six (6) weeks after the birth date unless the Employee produces a Doctor's certificate, which supports a request for a shorter period. The leave period may be extended up to six (6) weeks if a Doctor certifies that it is required.
- (d) A birth parent must request parental leave, as set out in Clause 22.2 and the *Employment Standards Act*, at least four (4) weeks before beginning parental leave. To take parental leave, the birth parent must begin that leave immediately after their maternity leave.
- (e) Where an Employee who is at work becomes ill or injured following the commencement of the eleven (11) week period in (c) above, such illness or injury shall be covered by application of the sick leave provision as follows:
  - (1) where the illness or injury is not directly related to the condition of pregnancy, sick leave coverage may extend to the scheduled date of commencement of maternity leave, or birth of the child(ren), whichever occurs first.
  - (2) where the illness is caused through an abnormal condition of pregnancy as verified in writing by a qualified medical practitioner and the Employee returns to work before the scheduled commencement date of maternity leave, the period of absence will be covered by the provisions of Article 19.8.
- (f) On return from maternity leave, an Employee shall be placed in their former position.



- (g) When an Employee is on maternity leave, employment is considered continuous for the purposes of calculating annual vacations, seniority and termination entitlement, as well as for pension, medical or other plans of benefits to the Employee. The DCFA will also continue to make payments to any such plans unless the Employee chooses not to continue with their share of the cost of a plan. The Employee is also entitled to all increases in wages and benefits which the Employee would have received if not on leave.
- (h) An Employee on maternity leave shall notify the DCFA of the date when the Employee shall be returning to work, four (4) weeks prior to the expiration of the maternity leave.

## **22.2 Parental and Adoption Leave**

- (a) The purpose of these unpaid leaves is for the primary care and custody of the newborn or newly adopted child(ren).
- (b) The Employee shall notify the DCFA in writing, a minimum of four (4) weeks prior to the anticipated commencement (and in the case of adoption leave as much notice as is practical) of the start date of the leave and whether they are taking the standard parental leave or the extended parental leave.
- (c) Eligible Employees shall be granted parental leave without pay for a period of up to thirty-five (35) weeks for standard parental leave, or sixty-one (61) weeks for extended parental leave following the birth or adoption of the child(ren). The birth parent must begin that leave immediately after their maternity leave. The non-birth parent must begin the leave within seventy-eight (78) weeks after the birth of the child(ren). Likewise, an adopting parent must take the leave within seventy-eight (78) weeks after the child is placed with the parent.
- (d) Where both parents are Employees of the DCFA, the Employees shall determine the apportionment of parental leave between them which will not exceed a combined total of sixty-nine (69) weeks. The leave shall only be granted to one (1) Employee parent at a time. Neither parent's parental leave shall exceed sixty-one (61) weeks.
- (e) When a birth parent requests unpaid parental leave in combination with unpaid maternity leave, the combined leaves will not exceed seventy-nine (79) weeks.
- (f) The Employee shall, upon request, furnish proof of the birth or adoption of the child(ren).
- (g) When an Employee is on parental or adoption leave, employment is considered continuous for the purposes of calculating annual vacations, seniority and termination entitlement, as well as for pension, medical or other plans of benefits to the Employee. The DCFA will also continue to make payments to any such plans unless the Employee chooses not to continue with their share of the cost of a plan. The Employee is also entitled to all increases in wages and benefits which the Employee would have received if not on leave.

## **22.3 Supplemental Employment Benefit for Maternity and Parental Leave**

- (a) When on maternity or parental leave, an Employee will receive a supplemental payment added to Employment Insurance benefits as follows:
  - (1) For the first two (2) weeks of maternity/parental leave an Employee shall receive one hundred percent (100%) of their salary calculated on their average base salary.

(2) For up to eighteen (18) weeks of maternity leave, the birth parent shall receive an amount equal to the difference between EI benefits and ninety-five percent (95%) of their salary calculated on their average base salary.

(3) For up to thirty-five (35) weeks of standard parental leave, an Employee who is the birth parent shall receive an amount equal to the difference between the Employment Insurance benefits and ninety-five percent (95%) of their salary calculated on their average base salary. For up to a maximum of sixty-one (61) weeks of extended parental leave the birth parent shall receive an amount equal to the difference between the Employment Insurance benefits and seventy-three percent (73%) of their salary calculated on their average base salary.

(4) For up to a maximum of thirty-seven (37) weeks of standard parental leave, the spouse, the biological father, the common-law partner or adoptive parent who is caring for the child (i.e., the non-birth parent) shall receive an amount equal to the difference between the Employment Insurance benefits and ninety-five percent (95%) of the Employee's salary calculated on their average base salary. For up to a maximum of sixty-one (61) weeks of extended parental leave the birth parent shall receive an amount equal to the difference between the Employment Insurance benefits and seventy-three (73%) of their salary calculated on their average base salary.

(5) The average base salary for the purpose of Clauses 22.3(a)(1), 22.3(a)(2), and 22.3(a)(3) is the Employee's average base salary for the twenty-six (26) weeks preceding the maternity 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.

(b) 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.

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

#### **22.4 Employment Protection**

(a) The DCFA may not terminate an Employee on maternity, parental or adoption leave or change a condition of employment, without the Employee's and Union's written consent.

(b) As soon as the maternity, parental or adoption leave ends, the Employee must be returned to their former position.

#### **22.5 Extension of Parental or Adoption Leave**

Parental leave or adoption leave for Regular Employees when granted for less than thirty-four (34) weeks may be extended for an additional period, so long as the combined time of the original leave and the extension does not exceed thirty-four (34) weeks. Such an extension must be for health reasons for the newborn child(ren) and will be without pay. A doctor's certificate is required. Benefit provisions under Article 22.1(g) shall apply.

**22.6 Return to Work**

- (a) Notwithstanding Article 16.3 vacation entitlements and vacation pay for Regular Employees shall continue to accrue while the birth mother is on maternity leave for the duration of the leave, or during the first twenty-six (26) weeks parental leave.
- (b) In the case of maternity leave, vacation earned pursuant to Article 22.6(a) may be carried over to the following year, notwithstanding Article 16.4(a).
- (c) Where the birth mother combines Clause 22.1 and 22.2 leaves, the maximum vacation entitlement will not exceed a total of twenty-six (26) weeks.

**ARTICLE 23 - POLITICAL LEAVE****23.1 Notice of Leave**

Written notice of taking political leave of absence shall be given by a Regular Employee at least one (1) month prior to the commencement of the leave.

**23.2 Campaign Leave**

If nominated as a candidate for election at the Federal, Provincial, or Municipal level, or for election to an Indigenous government, 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 a Regular Employee, all health and welfare and statutory benefits. The Employee shall reimburse the Employer for the cost of the benefits maintained.

**23.3 Leave Upon Election**

If elected to full-time office, leave of absence without pay and benefits shall be provided for the term of the office. Leave under this Article shall be limited to one (1) term of office unless further leave is granted, at the Employer's discretion. The Regular Employee shall give the Employer two (2) months written notice prior to resuming their position with the Employer.

**23.4 Exceptions**

The provisions of Article 23 do not apply to a Temporary or Casual Employee.

**ARTICLE 24 - OTHER LEAVES****24.1 Serious Illness or Bereavement Leave**

A Regular or Temporary Employee is entitled to five (5) days paid leave in the event of serious illness or the death of a person(s) as listed and defined in the expanded definition of "Family Member" identified by the current Employment Insurance legislation and as per the attached Appendix, or any other person with the approval of the Employer. With the Employer's approval this leave may be extended by using vacation days, accumulated time off in lieu, and/or up to one (1) month's leave of absence without pay.

**24.2 Leave without Pay**

After two (2) years employment, a Regular Employee may apply for and receive up to six (6) months 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, an Employee, upon completing such a leave of absence without pay, shall return to regular employment for at least another two (2) years before becoming eligible for another leave of absence without pay under this Article. The Employee shall pay full benefit premiums to the Employer where the Employee chooses to remain on the benefits as listed in Article 19 - Benefits and Pensions.

### **24.3 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 shall not be unreasonably withheld. The Employer shall continue to pay benefit premiums for a period of up to two (2) months when the leave of absence is based on compassionate grounds. Otherwise, the Employee shall pay full benefit premiums to the Employer where the Employee chooses to remain on the benefits, as listed in Article 19 – Benefits and Pensions.

### **24.4 Jury or Witness Leave**

A Regular or Temporary 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 the Employee by the court, except for the traveling and meal allowances not reimbursed by the Employer.

### **24.5 Medical or Dental Leave**

A Regular or Temporary 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 and shall not be unreasonably withheld.

## **ARTICLE 25 - GENERAL**

### **25.1 No Smoking**

Smoking is not permitted inside the Association office.

### **25.2 Union Label**

All typewritten and/or 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.

### **25.3 Minimum Benefits**

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.

### **25.4 Health and Safety**

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

### **25.5 Physical Fitness**

With the knowledge that a program of physical fitness will improve the well being of the Employees and improve productivity, the Employer shall endorse the joining of an Employee to a fitness club or

community centre and/or fitness classes. The Employer shall reimburse the Employee for the fees associated with the membership in the club or community centre, and/or fitness/sports equipment, to a maximum of four hundred dollars (\$400) yearly.

Where an Employee makes a single purchase in excess of their annual allotment, the Employer will reimburse the Employee in two (2) or more equal payments over a maximum of three (3) years. At no time will the amount paid out to the Employee exceed four hundred dollars (\$400) in any one (1) year.

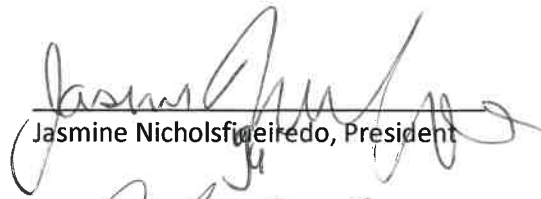
**ARTICLE 26 - TERM OF AGREEMENT**

The Agreement shall be in full force and effect from April 1, 2021 to March 31, 2025 and shall continue from year to year unless written notice is given by either party of their intent to negotiate changes within a 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.

**FOR THE UNION,  
CUPE LOCAL 1004:**

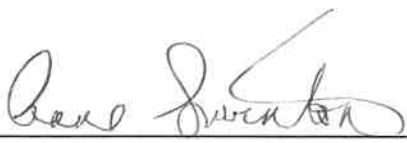
**FOR THE EMPLOYER, DOUGLAS  
COLLEGE FACULTY ASSOCIATION:**


  
\_\_\_\_\_  
Scott McIntosh, Acting President

  
\_\_\_\_\_  
Jasmine Nichols-Ferreira, President

  
\_\_\_\_\_  
Saul Blakey, Business Agent

  
\_\_\_\_\_  
Jennifer Kirkey, Secretary-Treasurer

  
\_\_\_\_\_  
Anne Swinton, Bargaining Committee

  
\_\_\_\_\_  
Devin Shaw, Vice President Negotiations

  
\_\_\_\_\_  
Lil Mairs, Bargaining Committee

Dated at New Westminster B.C., this 25 day of October, 2022

**APPENDIX A**  
**SENIORITY LIST**

NAME	DATE OF INITIAL APPOINTMENT
Lil Mairs	August 21, 2000
Anne Swinton	November 20, 2020

## APPENDIX B JOB DESCRIPTIONS

### Job Title: Administrative Officer

#### DESCRIPTION

The incumbent performs a variety of administrative tasks such as word processing, database, technical, publishing, and other clerical duties in support of the Association's operations, under the direction of the President, or other authorized DCFA representatives. The Administrative Officer works independently on the day to day responsibilities of the job, reporting unusual problems or concerns to the President.

#### DUTIES

##### 1. *Word Processing/Correspondence*

- 1.1 General correspondence as needed. Agendas, correspondence, newsletters, announcements, bulletins, and other documents for the Table Officers (President, VP Negotiations VP Stewardship, Member-at-Large, Secretary-Treasurer), Executive Council, or any faculty member involved in DCFA business.
- 1.2 Be proficient with software programs such as Microsoft, Excel, and Adobe Suite.
- 1.3 Create a yearly meeting schedule (AGM, General Meeting, Contract Committee, Executive Council) for distribution in April.
- 1.4 Create fillable forms/templates for office procedures (expenses, committee reports, terms of reference, etc.)
- 1.5 Compile proposed Association By-law changes and update the DCFA Constitution and Bylaws as well as policies, procedures, and guidelines as necessary.
- 1.6 Maintain Policy and Procedures manual.
- 1.7 Compose correspondence as requested.
- 1.8 Use Envoke software, or other similar software, to send faculty wide communications on behalf of the Table Officers.

##### 2. *Minutes*

- 2.1 Take minutes for Executive, General and other Committee meetings, including the AGM, and produce word processed copies of those minutes, as requested.

##### 3. *Membership Lists*

- 3.1 Update and maintain a current database of faculty membership and of each individual faculty.
- 3.2 Update and maintain a current database of all DCFA standing committees, Contract Committee and Executive Council.

##### 4. *Elections & Surveys*

- 4.1 Under the guidance of the Elections Committee, assist with the Table Officer elections.
- 4.2 Under the guidance of the Table Officers, assist with constituency and committee elections.
- 4.3 Welcome the newly elected members to the DCFA and provide the necessary committee resources they require.
- 4.4 Create and manage surveys and election polls as needed.



**5. Website, Technology, and Publications**

- 5.1 Operate and maintain 'as Administrator' the DCFA website and any other social media platforms.
- 5.2 Assist with technology for online meetings such as General Meetings and the AGM.
- 5.3 Provide minor technical and user support to Table Officers.
- 5.4 Have knowledge of desktop publishing software such as InDesign to assist with the publication of Faculty Matters.

**6. Filing Systems**

- 6.1 Establish and maintain up to date electronic filing systems, including computerized indexing, office records, monthly agendas, meeting minutes, confidential files, policies and procedures and various other documents as directed.
- 6.2 Establish and maintain a well-organized paper filing system.
- 6.3 File the updated Constitution and Bylaws and the DCFA policies, procedures, and guidelines.
- 6.4 Conduct research as requested by the Table Officers.
- 6.5 Compile and collate statistics as needed.

**7. Telephone, Reception and Mail**

- 7.1 Take and relay messages by telephone or in person and check the DCFA emails.
- 7.2 Answer enquiries relating to the DCFA, or direct enquiries to the appropriate individual.
- 7.3 Set up voice mail and email lists.
- 7.4 Maintain mailing lists – internal and external.
- 7.5 Open and distribute mail daily in accordance with established procedures.
- 7.6 Arrange specialty mailings by courier or through the post office.

**8. DCFA General Meetings, AGM and other Special Events**

- 8.1 Make arrangements for General Membership meetings, special events, workshops etc., including room bookings, catering, tech assistance, material preparation, promotion, and monitoring cost and budget as required.

**9. Duplication and Distribution of Materials**

- 9.1 Duplicate and distribute documents such as, meeting packages, minute, bulletins, newsletters, and other documents at the request of the Table Officers.
- 9.2 Deliver material to the field bases and arrange for material to be distributed at all DC campuses.

**10. Office Supplies, Equipment and Continuity**

- 10.1 Purchase office supplies (including kitchen/housekeeping), as needed.
- 10.3 Maintain an inventory of DCFA Office Equipment.
- 10.3 Arrange for purchase, maintenance, and repair of office equipment, as needed.
- 10.4 Maintain record of office keys and ensure office security procedures are in place.
- 10.5 Provide continuity for office vacation coverage.
- 10.6 Provide continuity during transfer of authority from outgoing executive to incoming executive by providing information and explaining processes and procedures.

**11. *Vacation Coverage / Assist the Financial Coordinator***

- 11.1 Assist the Financial Coordinator if requested, in particular to cover as much of their duties as reasonably possible when the Financial Coordinator is unavailable.

**Job Title: Financial Coordinator****DESCRIPTION**

The incumbent performs a variety of financial accounting and other administrative tasks in support of the Association's operations. They handle the financial affairs of the DCFA, including dues and accounts receivable, accounts payable, month and year-end financials, monthly and yearly reports, and year-end Audit preparation. Generally, the incumbent will be expected to perform the required tasks based on instructions from the Secretary-Treasurer and/or other authorized DCFA representatives. Unusual problems or concerns will be brought to the Secretary-Treasurer. However, since this is a small office, the employee is also expected to work independently when necessary.

**DUTIES**

1. Confirm that Faculty dues from the College have been received by the credit union.
2. Verify and prepare monthly payables for signature and mail cheques.
3. Prepare for signature and mail additional cheques as requested by the Secretary-Treasurer.
4. Maintain various Excel spreadsheets as requested by the Secretary-Treasurer.
5. Assist the Secretary-Treasurer with accounting and financial responsibilities using Excel spreadsheets and Sage Business Cloud accounting software or other similar software.
6. Assist in preparation and maintenance of the annual budget.
7. Assist in the annual audit.
8. Ensure maintenance and preparation of payroll records and staff benefits.
9. Complete and submit reports to government agencies as required.
10. Assist the Administrative Officer if requested, in particular to cover as much of their duties as reasonably possible when the Administrative Officer is unavailable.

## APPENDIX C

## BENEFITS FOR DOUGLAS COLLEGE FACULTY ASSOCIATION MEMBERS OF CUPE LOCAL 1004

BENEFIT	DESCRIPTION
Group Life	<ul style="list-style-type: none"> <li>3 x Annual Salary</li> </ul>
Accidental Death & Dismemberment	<ul style="list-style-type: none"> <li>To match Group Life</li> </ul>
Long Term Disability	<ul style="list-style-type: none"> <li>6 month qualifying period</li> <li>70% of monthly earnings</li> </ul>
Basic Medical (Medical Services Plan) for employees and their spouse and/or dependents	<ul style="list-style-type: none"> <li>As established by the Plan</li> </ul>
Extended Health Care for employees and their spouse and/or dependents	<ul style="list-style-type: none"> <li>80% reimbursement of eligible expenses after a \$25 annual deductible per family</li> <li>Vision Care, including prescription eyeglasses, contact lenses and laser eye surgery up to a total of \$850 every 2 years</li> <li>Acupuncture coverage to a maximum of \$600 per calendar year</li> <li>Chiropractic coverage to a maximum of \$600 per calendar year</li> <li>Hearing Aid coverage to a maximum of \$1,000 every 3 years</li> <li>Charges for nicotine patch treatment</li> <li>Registered psychologist coverage to a maximum of \$1,000 per calendar year</li> <li>A Blue Net Card</li> <li>Coverage for all eligible drugs</li> <li>Coverage for all Medical Service Plan delisted services</li> </ul>
Dental for employees and their spouse and/or dependents	<ul style="list-style-type: none"> <li>Plan A – 100%</li> <li>Plan B – 80%</li> <li>Plan C – 50% \$3,000 lifetime maximum per individual family member</li> </ul>
Weekly Indemnity Benefit	<ul style="list-style-type: none"> <li>70% of weekly earnings</li> <li>30 calendar day qualifying period</li> <li>Maximum benefit period the lesser of 26 weeks or commencement of Long Term Disability Benefits</li> <li>In addition to any payments listed above, a lifetime maximum total of up to \$1,000 for each individual covered by the Benefits Plan to supplement the cost of laser vision care, hearing aids, or dental implants.</li> </ul>

<p>One Time Only Payments for employees and their spouse and/or dependents</p>	<ul style="list-style-type: none"><li>• In addition to any payments listed above, a lifetime maximum total of up to \$1,000 for each individual covered by the Benefits Plan to supplement the cost of laser vision care, hearing aids, or dental implants.</li></ul>
--	---

**APPENDIX D**  
**EXPANDED DEFINITION OF “FAMILY MEMBER”**

	<b>Family members of your spouse or common-law partner</b>
Brothers or sisters and stepbrothers and stepsisters	
Grandparents and step-grandparents	Grandparents
Grandchildren and their spouse or common-law partner	Grandchildren
Son-in-law and daughter-in-law, either married or common-law, and their step-children	
Father-in-law and mother-in-law, either married or common-law	
Brother-in-law and sister-in-law, either married or common-law	
Uncle and Aunt and their spouse or common-law partner	Uncle and Aunt
Nephew and Niece and their spouse or common-law partner	Nephew and Niece
Current or former foster parents	Current or former foster parents
Current or former foster children and their spouse or common-law partner	
Current or former wards	Current or former wards
Current or former guardians or tutors and their spouse or common-law partner	
A close friend or neighbour	

**LETTER OF UNDERSTANDING**

BETWEEN:

**DOUGLAS COLLEGE FACULTY ASSOCIATION  
(Hereinafter referred to as the “Employer”)**

AND:

**CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1004  
(Hereinafter referred to as the “Union”)****RE: Creation of New Positions, Lil Mairs Work Agreement**

This Agreement is made without prejudice and without precedent to the interpretation or application of the Collective Agreement, or any other agreements between the Parties, or to any similar dispute between the Parties.

WHEREAS: the Parties agreed in Bargaining for the Collective Agreement dated April 1, 2021 to March 31, 2025 to split the position of ‘Office Manager/Financial Coordinator’ into two positions: (1) Administration Officer, and (2) Financial Coordinator. The Job Descriptions for these positions form part of the Collective Agreement; and,

WHEREAS: the Job Descriptions for the two positions allow for an employee in one classification to perform limited work in the other classification without being responsible for all the tasks and duties of the other Job Description; and,

WHEREAS: Lil Mairs is capable and qualified to perform both roles of the Administrative Officer and Financial Coordinator to the full extent; and,

WHEREAS: the Parties have a mutual interest in having Lil’s experience with the Employer be utilized to its fullest extent possible.

Now, therefore, the Parties agree as follows:

1. Lil Mairs will be assigned work from both Job Descriptions to their full extent;
2. Lil will be scheduled as a permanent regular employee for 20 hours of work per week;
3. When Lil is performing work in either classification she will be paid at the same hourly rate and will not lose any prerequisites; and

- 4. This arrangement is made exclusively for Lil Mairs. If Lil should leave the DCFA, no future employee will be required to perform all duties and tasks in both classifications without the agreement of the parties. All future employees will be employed in one classification and only be required to perform minimal tasks as needed in the other classification, as explained in the job descriptions.

The Employer and Union agree that these terms represent the full and final resolution of all matters addressed in this Letter of Understanding.

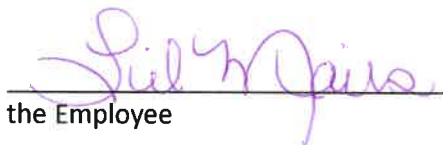
  
 \_\_\_\_\_  
 On behalf of the Union

Date 14 / 10 / 2022  
 DD / MM / YY

  
 \_\_\_\_\_  
 On behalf of the Employer

Date 25 / 10 / 22  
 DD / MM / YY

I have read and considered the contents of this Agreement and agree to its terms. I acknowledge that the Union has fully and fairly represented my interests in these matters.

  
 \_\_\_\_\_  
 the Employee

Date 17 / 10 / 2022  
 DD / MM / YY