

# **COLLECTIVE AGREEMENT**

**between**

**UNIVERSITY OF THE FRASER VALLEY  
FACULTY AND STAFF ASSOCIATION  
(the "Employer")**



**and**

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



**Effective from April 1, 2021 to March 31, 2024**

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**COLLECTIVE AGREEMENT**

between

**University of the Fraser Valley Faculty and Staff Association  
(the "Employer")**

and

**The Canadian Union of Public Employees, Local 1004  
(the "Union")****ARTICLE 1 - RECOGNITION****1.1 Union Recognition**

The Employer recognizes the Union as the sole collective bargaining agent for all employees of the Employer. No employee or group of employees shall represent the Union at meetings with the Employer without the proper authorization of the Union. In order that this may be carried out, the Union will supply the Employer with the names of its Officers.

**1.2 Association Recognition**

The Employer recognizes the Committee of Officers of the Association for the purpose of relations between the Employer and the Association arising out of this Agreement. No employee or group of employees shall represent the Association at meetings with the Employer without proper authorization of the Committee of Officers.

**1.3 Consultation and Discussion**

Subject to this Agreement, the Employer agrees to continue to discuss practices relating to members of the bargaining unit that traditionally have been the subject of consultation and discussion.

**1.4 Definition of President**

Within this Collective Agreement, "*President*" means President of Association, or another person designated by the Association to carry out the duties of the President in his or her absence.

**ARTICLE 2 - DUES CHECK-OFF AND UNION SECURITY****2.1 Union Membership**

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 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 Bargaining Unit Work**

No work regularly performed by members in the bargaining unit shall be contracted out or be performed by anyone other than a member of the bargaining unit. Persons not covered by this Agreement shall not perform work that is normally performed by employees covered by this Agreement, except:

- (a) in the case of emergency;
- (b) work that has traditionally been performed by members of UFV FSA 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 Purpose of Union Business**

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 for Union Business**

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

### **4.3 No Loss of Seniority for Union Officers**

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

### **4.4 Salary and Benefits While on Union Leave without Pay**

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**

There shall be no discrimination for any reason.

**5.1 Sexual and Personal Harassment****(a) Sexual Harassment**

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

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

**(b) Personal Harassment**

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

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

**(c) Complaint Procedure**

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

- (1) Where a person who is the subject of the complaint is the Employer representative 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.
- (2) Employer and Union representatives in the course of investigating a complaint of harassment shall have due regard for the privacy and confidentiality of any and all persons involved in the complaint.
  - (3) An Arbitrator in the determination of a complaint of harassment shall take reasonable steps to protect the interest of all parties in privacy and confidentiality in the determination of procedural and evidentiary matters, subject to the requirement of fairness to all parties.
  - (4) Where the complainant and the person who is the subject of the complaint are both members of the bargaining unit, then the arbitrator seized with a grievance of harassment shall also have jurisdiction in respect of any grievance arising from related discipline of the employee who is the subject of the complaint.
  - (5) An Arbitrator has the authority to fashion a settlement which can include instructions designed to accommodate the needs of the complainant. Where such action causes detriment, the detriment shall fall upon the harasser and not other bargaining unit employees.
  - (6) No information relating to the grievor or alleged harasser's personal background or lifestyle shall be admissible during the grievance or arbitration process.
- (d) 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. The Employer assumes the burden of proof of unreasonable delay.

If the complainant chooses to file a simultaneous complaint with the Human Rights Council, 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 Council and the council chooses to act on the complaint.

## 5.2 Employment Standards

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

### 5.3 Personal Health and Safety

- (a) No employee will be reprimanded or disciplined, or suffer a loss in pay, for refusing to perform an assigned work task where the refusal is based on a reasonable apprehension of danger for the employee's personal health and safety.
- (b) If the Employer, on the advice of a Joint Occupational Health and Safety Committee, has ascertained an unsafe condition which cannot be rectified immediately, any affected employee will be reassigned to other duties as soon as possible at the same rate of pay, subject to the layoff provisions of this Agreement.
- (c) When an employee's work requires continuous operation of a Video Display Terminal, the employee is encouraged to vary his/her duties for a period of up to ten (10) minutes after each hour of intensive viewing in order to avoid the possibility of eye strain.

### 5.4 Personnel Records

- (a) An employee's personnel file will not be opened to unauthorized personnel, except with written permission of the employee. Unauthorized personnel shall be defined as all except the employee, the President, or a person with a court order.
- (b) An employee will be notified in writing within five (5) working days whenever material or information of a detrimental nature is added to his or her personnel record.
- (c) If an employee is re-evaluated pursuant to Article 10 (Employee Appraisals), the employee will have the original evaluation permanently removed from his or her personnel record if he or she so requests.

### 5.5 Indemnity

The FSA will not seek indemnity against an employee, and will provide legal assistance to an employee (and will pay any judgment against the employee) for actions that result in a judgment against the FSA or the employee, providing the employee was not acting in contravention of established FSA policy and was acting in good faith as an agent of the FSA. In any event, the FSA will make a decision on whether or not to take action against an employee only after consultation with concerned parties by means of an ad hoc joint committee. The joint committee shall consist of four (4) members, two (2) selected by the FSA and two (2) selected by CUPE.

## ARTICLE 6 - EMPLOYER RIGHTS

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

## ARTICLE 7 - GRIEVANCE AND ARBITRATION

### 7.1 Grievance Procedure

- (a) Every effort shall be made to resolve problems through informal channels before using the formal process.

- (b) A labour mediator with labour relations dispute resolution training may be chosen by the parties to facilitate an informal resolution.
- (c) No records of any informal proceedings may be kept or used in formal proceedings.
- (d) If no agreement is reached through informal means, the grievor may submit the grievance in writing to the President, and the President will give a formal written response. Where the subject of the grievance involves the President, the grievance shall be submitted to the Staff or Faculty Vice-President and the Staff or Faculty Vice-President shall give the 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 discuss the matter in camera and 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 Referral to Arbitrator

If a grievance is not resolved satisfactorily, it may be referred to a single arbitrator, who will be selected by mutual agreement between CUPE Local 1004 and the Employer.

## 7.3 Arbitration Time Line and Decision

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 Arbitrator Jurisdiction

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

## 7.5 Fees and Expenses of Arbitrator

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.

### (b) *Regular Part-Time*

A Regular Part-Time employee is any person employed on a continuing basis for no less than twenty-one (21) and no more than thirty-three (33) hours per 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 provisions of the Agreement, except as follows:

- (1) 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 22.2;

- (2) Vacation entitlement for Part-Time employees shall be provided in Article 18.1 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;
- (3) 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;
- (4) Paid holidays on which a Part-Time employee is not scheduled to work shall be prorated based on the number of hours worked in the four (4) week period immediately preceding the statutory holiday.

(c) *Temporary*

- (1) A Temporary employee is one so informed by the Employer at the start of employment.
- (2) A Temporary employee may only be hired to replace a Regular employee on paid or unpaid leave pursuant to the terms of the Collective Agreement.
- (3) A Temporary employee shall be paid at the salary rates provided in this Agreement plus fifteen percent (15%) in lieu of benefits, inclusive of vacation and statutory holidays.

(d) *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 this Agreement plus fifteen percent (15%) 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

- (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) The appointment of employees shall be within one of the classifications of Coordinator or those created under Article 9.
- (c) A Temporary employee shall not attain Regular status during the period of his/her temporary appointment.
- (d) In accordance with Clause 8.1(d) the Employer may also hire Casual employees to replace Regular employees who are absent or on leave under the provisions of this Agreement.

## 8.3 Probation - Regular Employees

- (a)
  - (1) Every new Regular Coordinator/employee shall be on probation for the first six (6) months of employment.

- (2) If the Employer requires an extension of the probationary period because it falls during the summer months, it shall be granted. The length of the extension shall be by mutual agreement.
- (b) 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.
- (c) Upon the successful completion of the probationary period, an employee shall become a Regular employee and shall be placed on the seniority list in order of their date of appointment.
- (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 three (3) weeks' notice (or pay in lieu of notice) of the termination.

#### **8.4 Probation - Temporary and Casual Employees**

- (a) There shall be no probation period for Temporary or Casual employees.
- (b) In the event that a Temporary employee becomes Regular, the time worked as a Temporary employee for any continuous period of four (4) months or more with a satisfactory appraisal shall be considered as part or all of the probationary period. If no appraisal is carried out, an employee's performance shall be deemed to be satisfactory.

### **ARTICLE 9 - NEW CLASSIFICATIONS**

#### **9.1 New Classification Rates and Terms**

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.

#### **9.2 Classification Review**

When an employee feels that the work of the position has sufficiently changed to warrant a pay review, the Union may request a change of their rate of pay for that position. The request shall be made in writing to the Employer. The Employer shall set a meeting date with the employee and Union representatives within thirty (30) days where 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. Where a final rate of pay is higher than the employee's regular rate of pay, the difference shall be paid retroactively to the date the employee first requested the pay review.

### **ARTICLE 10 - EMPLOYEE APPRAISALS**

#### **10.1 Employee Appraisal – Regular Employees**

The Employer may conduct formal appraisals of a Regular employee's performance on a biannual basis. The procedures for such appraisal shall be worked out in consultation with a Committee to be made up of one (1) representative of the Employer, one (1) representative of the Union, and one (1) additional representative to be mutually agreed upon by the parties. The employee shall receive a copy of the

appraisal. If no performance appraisal is conducted, the employee's performance shall be considered satisfactory.

### **10.2 Employee Appraisal – Temporary Employees**

The Employer shall conduct formal appraisals of every Temporary employee as required upon the completion of their appointment. The appraisal should follow closely the criteria for formal appraisal for Regular employees.

### **10.3 Adverse Reports**

Any adverse reports shall be placed in the employee's file. It is understood that an employee reserves the right to dispute any adverse report under Article 7.

## **ARTICLE 11 - JOB VACANCIES AND OTHER APPOINTMENTS**

### **11.1 Filling Vacant Positions**

In filling vacant positions, the Employer shall award the position to the senior Regular employee applicant who can meet the minimum qualifications for the position.

### **11.2 Job Vacancies**

When a job vacancy or new position occurs, the job shall be posted internally for five (5) working days. For vacant positions, the job shall be posted within ninety (90) days from the time the position became vacant. First consideration shall be given to the existing Regular employees, then to Temporary employees, then to new hires.

### **11.3 New Classifications**

Should a new classification be established, then in making promotions, transfers, and demotions, the Employer shall award the position to the most senior qualified Regular employee applicant.

### **11.4 No Regular Applicants for Vacancies**

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 New or Vacant Positions**

Qualifications for a new or vacant position and the determination of whether or not the employee is qualified for the position shall be recommended to the Employer by a committee consisting of one (1) representative from the Employer, one (1) representative from the Union and one mutually acceptable appointee from UFV who has expertise in hiring.

## **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 Casual or Temporary employee.

## 12.2 Seniority during LOA

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

## 12.3 Order of Layoffs

(a) *Casual and Temporary Employees*

Casual and Temporary employees will be laid off first in reverse order of hire before any Regular employees.

(b) *Regular Employees*

Layoffs shall occur in reverse order of seniority within the appropriate seniority unit, subject to the ability of the remaining Regular employee(s) to perform the work available. Disputes on the issue of such ability may be referred directly to grievance. The seniority placement of each Regular employee is given in Appendix A.

(c) *Bumping*

In the event of a layoff, employees shall be laid off in the reverse order of their bargaining unit wide seniority, provided that an employee may bump a junior employee only in cases where the senior employee is qualified to fill the lower position.

## 12.4 Notice of Layoff

Regular employees with three (3) years of service shall receive at least twelve (12) weeks notice of layoff, or pay in lieu of notice. Other Regular employees with less than three (3) years service shall receive at least eight (8) weeks notice of layoff or pay in lieu of such notice.

## 12.5 Right to Recall

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

## 12.6 Temporary and Casual Employees - Right of Recall

(a) For a period of two (2) years following the end of their employment term, Temporary employees shall have the right of recall on a "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.

(b) For a period of two (2) years following the end of their employment term, Casual employees 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(a).

(c) If a vacancy for a Regular position occurs, the Temporary employee who meets minimum qualifications shall be awarded the position in accordance with Article 11.1 above.

### **12.7 Severance**

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

### **12.8 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 with the employee paying one hundred percent (100%) of the premiums 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 the full cost of the premiums to the Employer prior to the date that the Employer makes premium payments to the insurance carrier.

## **ARTICLE 13 - DISCIPLINE**

### **13.1 Just Cause**

The Employer shall not discipline an employee bound by the Collective Agreement except for just and reasonable cause.

### **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 Forms of Discipline**

The Employer may, as appropriate, issue verbal warnings or written reprimands before proceeding to more serious forms of discipline. In case of a reprimand, demotion, suspension or dismissal, the Employer shall give written notification of and reasons for the action taken.

### **13.4 Grievable Disciplinary Actions**

All disciplinary actions are grievable under Article 7.

### **13.5 Use of Information for Disciplinary Action**

Only material from an employee's personnel file may be used in a disciplinary action. No records of discussions, evaluations, or pre-disciplinary actions may be used in a disciplinary action unless the employee has been notified, the records have been signed by the employee, and the records have been entered into the employee's personnel file.

### **13.6 Removal from Personnel File**

The Employer agrees to remove from an employee's personnel file any adverse letter twelve (12) months from the date of the letter.



**ARTICLE 14 - HOURS OF WORK AND OVERTIME**

**14.1 Hours of Work**

The hours of work for employees shall not exceed thirty-five (35) hours per week. The hours of work for a Part-Time employee to have regular status shall be no less than twenty-one (21) hours per week and no more than thirty-three (33) hours per week. The FSA Executive Officers will schedule these hours in consultation with the employees. 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.

**14.2 Overtime**

- (a) **Monday to Friday** - For the purpose of computing overtime for employees, all time worked after seven (7) 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 percent (150%) of the employee's hourly rate for the first three (3) hours per day and at the rate of two hundred percent (200%) of the employee's hourly rate for daily hours in excess of ten (10) or weekly hours in excess of forty-three (43).
- (b) **Weekends and Holidays** - All time worked on Saturdays shall be considered as overtime and paid at the rate of one hundred and fifty percent (150%) of the employee's hourly rate for the first three (3) hours, provided weekly hours do not exceed forty-three (43) as per Article 14.2(a) and two hundred percent (200%) for the remainder of the time worked. 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.
- (c) **General** - Overtime must be authorized by the Employer. employees will have the option of overtime in advance pay, or time off in lieu of pay, by mutual agreement for all overtime worked. Overtime for employees is voluntary, and employees have the right to refuse overtime. Overtime shall be offered to employees in order of seniority.

**14.3 Paid Breaks**

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

**14.4 Meal Breaks**

An employee is entitled to a meal period of thirty (30) to sixty (60) minutes, to be scheduled as close to the middle of the work day as possible. If, as a result of an emergency, the employee is required to stay at his or her work station for the meal period, then the employee's work day shall be inclusive of that meal period.

**ARTICLE 15 - SALARIES**

**15.1 Wage Rates**

The Parties agree to a three and one-half (3½) year term - wages as follows:

<u>Effective Date</u>	<u>Wage Rate (\$)</u>	
January 1, 2022.....	\$37.42 / hour	[+\$0.25 + 3.24%]
January 1, 2023.....	\$39.48-\$39.98 / hour	[+5.5% (+ up to 1.25% COLA)]
January 1, 2024.....	\$40.27-\$41.19 / hour	[+2% (+ up to 1% COLA)]

Wage increases will be applied retroactively as per the above dates.

The COLA adjustments will be the annualized average of BC CPI over twelve months.

New employees will receive eighty-five percent (85%) of the above wage rates during the first six (6) months.

### **15.2 Direct Deposit**

Wages shall be bimonthly. 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) and which they have registered with the Payroll Office.

## **ARTICLE 16 - EXPENSES**

### **16.1 Expense Reimbursement**

An employee will be reimbursed for any reasonable expense incurred while engaged in the business of the Employer, such as travel expenses between campuses, travel expenses outside the university region, meals, and accommodation costs for activities taking place off campus. An employee who has incurred extraordinary expenses during unusual working hours, such as meals or unanticipated child care costs, may apply to the Secretary-Treasurer to have these expenses reimbursed if appropriate.

### **16.2 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 is signed.

### **16.3 Receipts Required**

Receipts are required for all expenses.

### **16.4 Additional Expenses**

Additional expenses shall not be reimbursed unless they are authorized in advance by the Secretary-Treasurer.

## **ARTICLE 17 - AUTOMOBILE TRANSPORTATION**

### **17.1 Mileage**

All employees required to use their personal vehicle in the performance of their duties shall have their mileage reimbursed at the current Canada Revenue Agency maximum non-taxable mileage rate available at <http://www.cra-arc.gc.ca/tx/bsnss/tpcs/pyrl/bnfts/tmb/llwnc/rts-eng.html>.

### **17.2 Travel Insurance**

If an employee is required to travel more than six (6) times per month on FSA business, the Employer will purchase business travel insurance for the employee. Prior approval of the President is required. The employee will purchase the insurance and then be reimbursed for the difference between to and from work insurance and business insurance, both at the maximum safe-driver discount rate.

**ARTICLE 18 - ANNUAL VACATION**

**18.1 Vacation Allowance**

Employees shall receive vacation as follows:

<u>Year</u>	<u>Working Days</u>
Year One.....	15 working days
Year Two .....	17 working days
Year Three.....	20 working days
Year Four.....	22 working days
Year Five.....	25 working days
Year Six.....	26 working days
Year Seven.....	27 working days
Year Eight .....	28 working days
Year Nine.....	29 working days
Year Ten .....	30 working days

**18.2 Part-Time Employee Vacation Allowance**

Vacation entitlements shall be prorated for part-time employees based on percentages of full-time work. For partial years of service, vacation shall be prorated on the basis of the percentage of one full year's service completed in that fiscal year.

**18.3 Fiscal Year Defined**

Vacation entitlement is accrued in each fiscal year. A fiscal year is the twelve (12) month period commencing April 1st and ending March 31st.

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.

**18.4 Vacation Approval and Scheduling**

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.

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

## ARTICLE 19 - PAID HOLIDAYS

### 19.1 Statutory or Declared Holidays

Employees will receive the following Statutory Holidays off with pay:

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

Employees will also receive any other day declared a holiday by the Federal, Provincial, or Municipal governments, or granted by the University Board to members of the Employer.

### 19.2 Holidays Falling on a Weekend or During Vacation Time

When a holiday referred to in Article 19.1 falls in an employee's vacation period or on a weekend, the employee will be given an additional day off with pay.

### 19.3 Floating Day

Employees shall receive one (1) floating holiday per year.

### 19.4 Office Closure

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

## ARTICLE 20 - PROFESSIONAL DEVELOPMENT / STAFF TRAINING

### 20.1 Regular Full-Time Employees

An employee on a Regular Full-Time appointment shall be eligible for up to fifteen (15) working days for Professional Development and training activities per year.

### 20.2 Regular Part-Time Employees

Professional development entitlement for Regular Part-Time employees will be prorated in accordance with the employee's appointment category and the entitlements of Article 20.1.

### 20.3 Professional Development for Temporary or Casual Employees

Professional development entitlements do not apply to temporary or Casual employees.

#### 20.4 Unused Professional Development

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

#### 20.5 Staff Training

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

#### 20.6 Professional Development

- (a) Professional development and training activities are defined as those activities which enhance employees' abilities to perform their duties or those activities which enhance employees' career development through self-directed and self-initiated activities.
- (b) The Professional Development Committee shall consist of one (1) Employer Representative (President or designate) and one (1) Union Representative (as appointed by the Union).
- (c) The Committee shall meet at least once each year to determine an appropriate Professional Development schedule. The Committee shall be convened to review applications as they are received. The submission of applications and the convening of the Committee shall be done in a timely manner. If an application is not approved, the employee shall have the option of taking unassisted (unpaid) leave, provided this leave does not disrupt the operation of the office.
- (d) In any year:
  - (1) Each Regular Full-Time employee is guaranteed a maximum allocation of twelve hundred dollars (\$1200) in approved PD Funds. Each Regular Part-Time employee is guaranteed a prorated maximum amount based on their hours of work.
  - (2) An employee may apply to the PD Committee for an increased allocation for any particular proposal or to have their unused minimum allocation as set out in Article 20.6(d)(4) extended for a further year. The reasonableness of the request shall be justified by the employee and adjudicated by the PD Committee.
  - (3) *Employee Obligation*

An employee granted professional development leave may be required to maintain contact with the Employer and provide such information as will allow the Employer to determine whether or not the conditions of the leave have been met. An employee granted professional development leave may be required by the Employer to return to work for a period equal to twice (2 times) the length of the leave period, and to submit acceptable activity reports to the PD Committee. An employee who defaults on these conditions may be required to refund part or all

of the amount paid, on terms the Employer considers appropriate. If the employee fails to return to work or leaves the job before completing the full period of obligation, the maximum amount of repayment shall be prorated on the proportion of obligation unfulfilled.

- (4) An employee may carry forward his/her unused minimum allocation for up to two (2) years on a rolling basis, however, such accumulated funds shall not be paid upon the employee's termination, resignation, layoff, retirement, or death.

## ARTICLE 21 - PENSIONS

### 21.1 Municipal Pension Plan (MPP) Enrollment

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

### 21.2 Employees Who Do Not Qualify for MPP

Any employee who does not qualify for Municipal Pension Plan enrollment shall have an amount equal to six percent (6%) of his/her gross annual salary paid by the Employer, in quarterly installments, directed into the Registered Retirement Savings Plan (RRSP) of the employee.

### 21.3 Probation Waived for Enrollment

A new employee shall, for the purposes of enrollment in the Municipal Pension Plan only, have his/her probation waived.

## ARTICLE 22 - BENEFITS & SICK LEAVE

### 22.1 Benefits

The Employer will provide each employee access to the following benefit plans through the FPSE employee benefit plan:

- AD&D Insurance
- Extended Health Care
- Dental Care
- Life Insurance
- Short Term Disability
- Long Term Disability

Employees who have alternative coverage under a spouse's plan are permitted to waive coverage under the extended health and dental care plans. The employee must complete a waiver that identifies both the alternative coverage and carriers.

The Employer will pay one hundred percent (100%) of the premiums for the above plans and for the Medical Services Plan of British Columbia (MSP).

### 22.2 Sick Leave

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 per year. Sick leave for part-time employees will be prorated accordingly. Following four (4) working days of such absence, an employee may, at the Employer's

discretion, be required to provide a certificate from a medical practitioner. Any unused sick leave shall be accumulated, up to a maximum of two (2) years allotment.

- (a) 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.
- (b) 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 Short-Term Disability

The Employer shall provide short-term disability protection (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 (31<sup>st</sup>) working day of an incapacity to the ninety-fourth (94<sup>th</sup>) working day.

### 22.4 WorkSafe BC

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 22.2) 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 *WorkSafe BC* regulations) to which he/she would have been entitled but for the disability.

### 22.5 Long-Term Disability

The Employer will provide each employee access to a Long Term Disability Plan. Participation in the Long-Term Disability Plan is required. The Employer will pay one hundred percent (100%) of the premiums for LTD.

- (a) The Employer has the right to fill a vacancy which results from an employee's absence due to LTD leave. Normally such vacancies shall be filled by offering work to existing employees in order of seniority.
- (b) *Returning to Work from LTD Leave*
  - (1) Employees returning to work from LTD leave within two (2) years of the commencement of the leave shall be entitled to return to their same or an equivalent position, provided that the President is satisfied by medical evidence that they are of sufficient health to assume the position.
  - (2) Employees returning to work pursuant to (1) above shall provide the President with written notification of their desire to return to work, at least four (4) months prior to the date of their intended return.
- (c) At the discretion of the Union, an employee who is absent on LTD leave may be considered to be a member of the bargaining unit. The Union will assume the responsibility for the collection of any dues or their equivalent during the period of absence.

**22.6 Minimum Level of Benefits**

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.

**22.7 Protection from Layoff or Termination**

Employees shall not be laid off or terminated by reason of illness, injury, or physical or mental disability which prevents them from performing their duties.

**22.8 Health Spending Account**

Employees are entitled to a Health Spending Account (HSA) of five hundred dollars (\$500) annually. This amount will be prorated for less than full-time employees. The HSA is a way to pay for out-of-pocket Medical, Dental, and other health and wellness expenses for the employee and their dependents.

All employees will have funds on deposit in the HSA for the fiscal year April 1 to March 31. Any unused amount in the HSA may be carried forward for up to one (1) fiscal year or transferred to the employee's registered savings plan in accordance with CRA rules.

For the period of October 2017 through March 2018, a onetime credit of two hundred fifty dollars (\$250) (prorated) will be credited representing fifty percent (50%) of the full entitlement.

**ARTICLE 23 - PREGNANCY/PARENTAL LEAVE****23.1 Pregnancy/Parental Leave Requests**

An employee desiring pregnancy/parental leave without pay shall be granted such leave pursuant to the *Employment Standards Act*.

**23.2 Duration of Leave**

An employee is entitled to unpaid leave of up to eighteen (18) months in connection with the birth or adoption of a child, during which time seniority shall continue to accrue.

**23.3 Position upon Return**

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

**23.4 Sub Plan**

Effective date of ratification, 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 percent (100%) of their salary calculated on their average base salary.
- (b) For a maximum of fifteen (15) additional weeks of pregnancy leave the employee shall receive an amount equal to the difference between the Employment Insurance benefits and ninety-five percent (95%) of their salary calculated on their average base salary.
- (c) For the duration of parental leave, the birth parent shall receive an amount equal to the difference between:



- (1) the Employment Insurance benefits and eighty-five percent (85%) of the employee's salary calculated on their average base salary if an employee opts for up to one (1) year leave at fifty-five percent (55%). Employment Insurance benefit for a maximum of thirty-five (35) weeks; or
  - (2) sixty-three percent (63%) of the employee's normal weekly earnings if an employee opts for between one (1) year and eighteen (18) months of leave at thirty-three percent (33%) Employment Insurance benefit for a maximum of sixty-one (61) weeks.
- (d) For the duration of parental leave, the non-birth parent or adoptive parent shall receive an amount equal to the difference between:
- (1) the Employment Insurance benefits and eighty-five percent (85%) of the employee's salary calculated on their average base salary if an employee opts for up to one (1) year leave at fifty-five percent (55%) Employment Insurance benefit for a maximum of thirty-seven (37) weeks; or
  - (2) sixty-three percent (63%) of the employee's normal weekly earnings if an employee opts for between one (1) year and eighteen (18) months of leave at thirty-three percent (33%) Employment Insurance benefit for a maximum of sixty-one (61) weeks.
- (e) The average base salary for the purpose of Article 23.4(1) through (4) 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.
- (1) 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.
  - (2) If an employee is disentitled or disqualified from Employment Insurance pregnancy 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.

#### **ARTICLE 24 - POLITICAL LEAVE**

##### **24.1 Leave to Campaign and/or Hold Office**

- (a) If nominated as a candidate for election at the Federal, Provincial or Municipal level, leave of absence without pay shall be provided to take part in the election campaign. During the period of leave provided for the election campaign, the Employer will maintain, at the written request of the employee, all health and welfare and statutory benefits. The employee shall reimburse the Employer for the cost of the benefits maintained.
- (b) If elected to full-time office, unpaid 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 Family Illness/Household Emergency**

An employee may be granted seven (7) days' paid leave in the event of: family illness, 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, or household emergency such as flooding. At the discretion of the President, such paid leave may be extended if justified in the circumstances, and/or the employee may elect to take up to one (1) month's leave of absence without pay.

### **25.2 Compassionate Care Leave**

As of January 4, 2004, the Employment Insurance (EI) Compassionate Care Benefit is available to EI-eligible workers who must be absent from work to provide care of support to a child, parent, spouse or common-law partner who has a serious medical condition with a significant risk of death within six months.

To be eligible for this benefit, employees must have worked 600 hours at their current job and obtain a medical certificate from the attending doctor or medical practitioner indicating the ill family member's condition and need for care. Applications are made to Human Resources Development Canada.

Seniority and benefits will be maintained for employees on compassionate care leave.

### **25.3 Leave of Absence Without Pay**

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

### **25.4 Other Unpaid Leaves of Absence**

Unpaid leave of absence not otherwise provided for in this Agreement may be granted at the discretion of the Employer.

### **25.5 Leave for Court Appearances**

An employee is entitled to paid leave as required in the event that the employee's 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.

### **25.6 Non-Routine Medical Appointments**

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.

### **25.7 Special Leave**

An employee may be granted a special leave of absence without pay to assist the 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 as illness in the immediate family, births, care of elderly members of immediate family, moving, marriage of the employee. Such special leave shall not be unreasonably withheld.

The Employer agrees to pay the premiums for the employee Benefit Plans for the duration of the special leave for up to three (3) months.

### **25.8 Intimate Person and Relationship Violence Leave**

Where leave from work is required due to an employee and/or an employee's dependent child being a victim of domestic violence, the employee shall be granted leave in each calendar year, as follows in accordance with the Employment Standards Act:

- (a) Up to ten (10) days of unpaid leave to be taken intermittently or in one continuous period; and
- (b) Up to fifteen (15) weeks of unpaid leave.

Notwithstanding the above, the Employer will provide pay for five (5) of the days referenced in (a) above. In the event existing legislation is changed regarding domestic violence leave to provide more than five (5) days paid leave, the Employer will provide such leave consistent with the legislation.

### **25.9 Cultural Leave for Aboriginal Practices**

- (a) A self-identified Aboriginal employee may request up to three (3) days leave with pay per calendar year to organize and/or attend Aboriginal cultural event(s). Such leave will not be unreasonably withheld.
- (b) Employees will provide the Employer with the dates of the days for which leave will be requested. Wherever possible, a minimum of two (2) weeks' notice is required for leave under this provision.

## **ARTICLE 26 - GENERAL**

### **26.1 Union Bug**

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.

### **26.2 Labour Relations Committee**

A Labour Relations Committee will be established and will consist of two (2) members; one (1) Employer representative and one (1) CUPE employee representative. This Committee shall meet no less than three (3) times per year at a mutually agreeable time and place. Either party may call a meeting as necessary. The employee representative shall not suffer any loss of wages while attending this Committee. The purpose of the Labour Relations Committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work-related skills and to promote workplace productivity. The Committee shall not have jurisdiction over wages or any matter of

collective bargaining including the administration of this Collective Agreement. This Committee shall assume the responsibilities established under the *British Columbia Labour Relations Code, Section 53*.

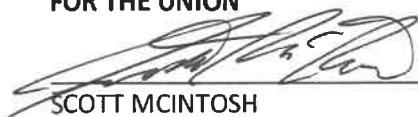
ARTICLE 27 - TERM OF AGREEMENT

27.1 Term

This Agreement shall be in full force and effect from April 1, 2021 until March 31, 2024 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) months period proceeding the expiry date of the Agreement. During the period of negotiation, the Agreement shall remain in full force and effect. Subsections 50.2 and 50.3 of the Labour Code shall not apply.

Dated at Abbotsford, B.C., this 11 day of September, 2023.

FOR THE UNION

  
\_\_\_\_\_

SCOTT MCINTOSH  
CUPE 1004 President

  
\_\_\_\_\_

SAUL BLAREY  
CUPE 1004 Business Agent

  
\_\_\_\_\_

ANDREA FRASER  
CUPE 1004 Bargaining Committee

  
\_\_\_\_\_

MELISSA NAMAN  
CUPE 1004 Bargaining Committee

FOR THE EMPLOYER

  
\_\_\_\_\_

GREG MATHER  
UFV FSA President

  
\_\_\_\_\_

SHEILA MCKAY  
UFV FSA Secretary-Treasurer

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

<b><u>Employees</u></b>	<b><u>Date of Initial Appointment</u></b>
▪ Andrea Fraser	October 28, 2019
▪ Melissa Naman	November 1, 2022

**APPENDIX B****JOB DESCRIPTION - FINANCIAL COORDINATOR****Reports to the Secretary-Treasurer**

Under the general direction of the Secretary-Treasurer works independently on the day to day responsibilities of the job, reporting unusual problems or concerns to the Secretary-Treasurer. Reports any financial matters to the Secretary-Treasurer and works with them on the annual budget and annual review. Receives assignments and direction from the Secretary-Treasurer. Provides regular update on financial condition to the Secretary-Treasurer.

**Job Summary**

The Financial Coordinator provides support to the Secretary-Treasurer by handling the day to day accounting and financial responsibilities of the Association and assisting with the preparation of the annual budget and annual review as well as assisting with the purchase of office equipment, furniture and software.

The job involves the processing of all accounts payable and receivable transactions and the maintenance of related records; the performance of a variety of financial accounting tasks such as liaising with the bank, investment managers, UFV, other suppliers, employee benefit company, external accountant and other external contacts, as required; the maintenance of bank accounts; coordinating the management of investments; ensuring the maintenance and preparation of payroll records, staff benefits and pension plan; participating in the purchase of equipment and services; participating in the preparation and maintenance of the annual budget; assisting in the annual review; research work on various FSA financial issues; the preparation of a variety of reports, statements, summaries and correspondence; the operation of a personal computer and the use of accounting, spreadsheet, database and word processing software; the training of other staff on accounting functions (if needed); the performance of a variety of clerical tasks; the provision of backup to the Administrative Coordinator.

**Job Duties**

1. Processes all accounts payable transactions and maintains related records by performing such tasks as: checking invoices for supplies, equipment and services against corresponding records; checking expense claims against receipts and ensuring expenses are covered in accordance with current policy and approved budget; credit card reconciliations; monitoring cell phone usage; making or verifying various calculations for accounts payable transactions; preparing and issuing cheques; recording payments in appropriate accounts; making inquiries and providing explanations.
2. Processes all accounts receivable transactions and maintains related records by reconciling the dues lists to the UFV remittance and solving any variances.
3. Processes and monitors member loans.
4. Performs a variety of financial tasks such as: liaising with the bank and investment managers; monitoring funds in bank accounts and those held in investments and making recommendations.
5. Ensures signors are updated on bank, UFV, investment company and credit card accounts each year; depositing dues and other receivables; reconciling statements with internal records; keeping track of interest on accounts; monitoring that there is sufficient money in accounts to cover expenses; maintaining records and summaries.

6. Coordinates the management investments by performing such tasks as: monitoring accounts and recommending transfer of funds from bank accounts to investment accounts in accordance with established policy; maintaining awareness of financial needs and investment conditions; monitoring and advising on the funds available in the event of a strike; issuing strike funds to affected members; maintaining investment ledger accounts and investment spreadsheets for accrued interest and making adjustments for gains/losses, interest, etc in accounting software; disbursing other funds (if required) such as grievance proceeds to members.
7. Ensures the preparation, maintenance and processing of payroll records for all staff and executive who take release pay-outs; handling retroactive wage increases, preparing, processing and timely remittance of deductions such as Canada Revenue Agency deductions, CUPE dues, Municipal Pension Plan and parking fees; filing and preparing T4s and records of employment; resolving T4 variances; ensuring annual Municipal Pension Plan report is prepared and submitted within the deadline and resolving any variances; ensuring executive releases are billed correctly and following up on annual releases owed to FSA by UFV.
8. Ensures the maintenance of staff benefits by performing such tasks as: liaising with insurance carriers regarding the establishment and maintenance of benefit plans; arranging for enrolment and termination of benefits for staff as required; checking calculation of premiums; advising carriers of adjustments to salaries; maintaining related records.
9. Brings forward issues/matters to the attention of the Secretary-Treasurer, who in turn takes them to the Finance & Administration committee meetings for discussion and decision.
10. Participates in the purchase of office equipment, furniture or software by performing such tasks as: examining quotes and comparing related costs, warranties, training provisions and other contract terms; making recommendations to the Secretary-Treasurer.
11. Participates in the preparation and maintenance of the budget by performing such tasks as: preparing monthly statements for the Secretary-Treasurer monitoring the budget throughout the year and providing budget information to the Treasurer at year-end; responding to questions regarding revenues and expenditures; making recommendations regarding budget lines; reviewing the draft budget and preparing spreadsheets.
12. Assists in the annual review by performing such tasks as: compiling necessary information and analysis for the accountants, responding to questions and correspondence from accountants, participating in the review and discussion of the reviewed statements with accountants; reviewing the Accountant's final report to ensure accuracy.
13. Prepares a variety of reports, summaries, and statements as requested by the Secretary-Treasurer such as: social budget income and expenditure; summary of AGM expenses; breakdown of executive professional development costs, among others. Monitors all expenditures to ensure they are in line with financial policies and approved budget.
14. Maintains vacation record for fully-released executive and reports on vacation balances.
15. Ensures CUPE office staff have valid parking passes.
16. Liaises with FPSE subcommittees and ensures funds are available as approved by Finance & Administration committee; ensures all costs are within budget and parameters set by Finance & Administration committee; follow-up on any overages.



17. Files the annual society report in a timely manner.
18. Assists in drafting new financial policies and forms and provides feedback.
19. Operates a personal computer and accounting software to maintain accounts payable and general ledger and to print related cheque runs and reports; uses spreadsheet software to prepare statements and summaries; uses word processing and database software to type documents and maintain records.
20. Trains other staff (if required) on accounts payable, accounts receivable, banking, payroll and benefits functions of the job.
21. Performs a variety of related clerical tasks such as ordering supplies, booking hotels and conferences, handling petty cash and answering phones.
22. Assists the Administrative Coordinator with organizing any FSA events and member meetings at large.
23. Performs duties of the Administrative Coordinator as required and during their vacation or leave of absence.
24. Assists the Social Committee Chair with event organization by reconciling and banking ticket sales as well as providing funds for costs related to the events.
25. Provides support to the Finance & Administration committee by carrying such duties as: scheduling meetings; booking facilities; compiling and distributing finance meeting packages; assisting in the preparation of agendas; taking minutes; distributing minutes and other attachments; arranging catering where necessary; following up on the status of action items for the purpose of reporting at the next meeting. Forwards any executive or member financial requests to the committee.

**APPENDIX "B"****JOB DESCRIPTION - ADMINISTRATIVE COORDINATOR****Reporting**

Under the general direction of the President, the Administrative Coordinator works independently on the day to day responsibilities of the job, reporting unusual problems or concerns to the President. Receives assignments and direction from the President.

**Job Summary**

The Administrative Coordinator provides support to the President, and through the President to the Executive, various committees and General Meetings by making logistical arrangements, processing and compiling documents and performing a variety of clerical and secretarial duties. Making travel arrangements; locating and obtaining documents as needed; attending meetings and taking notes; assisting with records keeping.

The job involves the provision of clerical and administrative support to assigned standing and ad hoc committees and to General Meetings. This includes word processing, the use of spreadsheet, database and desktop publishing software to produce a variety of records and documents; the performance of minor maintenance, technical and user support tasks to ensure the efficient use of computer software, hardware and other office equipment; the establishment and maintenance of filing and records systems; assisting with the purchase of office equipment and services; the performance of receptionist duties; the preparation of routine correspondence and form letters; the performance of a variety of clerical tasks as such as photocopying and mailing; the orientation of new Executive to office procedures and processes, and committee responsibilities; the provision of back up to the Financial Coordinator.

**Job Duties**

1. Provides clerical and administrative support to assigned standing and ad hoc committees by performing such tasks as: preparing schedules; assisting with the preparation of agendas; obtaining, compiling and distributing documents; preparing and sending out notices and invitations; writing brief letters and designing form letters related to the work; arranging for catering and accommodations; preparing meeting rooms; taking minutes, preparing and distributing minutes and attachments; maintaining committee lists.
2. Provides clerical and administrative support (as per item 1) to joint committees such as Labour and Management, Letters of Agreement, bargaining and contract committees.
3. Provides clerical and administrative support (as per item 1) to the Annual General Meeting and Extraordinary General Meetings, member forums, other conferences as assigned by performing such duties as: assisting in planning and monitoring the event schedule; liaising with host local committee representatives; preparing and maintaining lists of delegates, guests and voting entitlements; booking facilities; arranging catering and accommodations; compiling and distributing conference packages; attending the conference and ensuring that all physical arrangements are made; taking minutes and providing staff support during the conference.
4. From time to time provides limited support to Executive Officers for advanced word processing needs (i.e. formatting correspondence, reports, submissions, agendas, minutes, contract proposals,

- memorandums of agreement, notices, forms, tables, charts and lists; preparing indexes, title pages and footnotes, macros and mail merge).
5. On the direction of the President, assists with scheduling appointments, coordinating activities, maintaining calendars/itineraries, organizing travel and accommodation arrangements.
  6. Orientates new Executive in general office procedures, committee responsibilities, etc. Facilitates the effective operation of the FSA office by initiating office management policy, setting up and maintaining office processes and procedures and working closely with members of the Executive to streamline processes as required.
  7. Greets members and visitors, and assists with their requests, exercising judgement and discretion in problem solving where possible, ensuring confidentiality when appropriate, and in notifying appropriate executive members in a timely manner.
  8. Organizes and arranges for all processes related to steward and joint committee elections by initiating and distributing nomination forms and ballots, and working with the Secretary-Treasurer to compile and report election results to the membership. Welcomes the newly elected members to the FSA, and provides the necessary committee resources they require.
  9. Proficient use of software programs such as: spreadsheet software to create and/or maintain spreadsheets such as record of office supplier and bargaining research documents; database software such as Laserfiche to create and/or maintain databases such as mailing lists and records of members, all FSA documentation; high-end graphic desktop publishing software (i.e. Adobe Suite) to key and lay out newsletters, bulletins, news releases and pamphlets.
  10. Creates and manages complex surveys and election polls (i.e. Survey Monkey), data collection, analysis, and reporting results.
  11. Operates and maintains 'as administrator' the official FSA website, Discourse Forum, Facebook page, external FSA email system, and any other social media platform.
  12. Designs all FSA marketing materials for the local, its membership, and all FSA events.
  13. Designs and publishes the *Words & Vision* newsletter 4 times per year.
  14. Participates in the purchase of office equipment and services by assisting with the determination of needs, obtaining technical information and options from suppliers, meeting with sales people and arranging for trial, delivery, installation and training; orders and maintains a stock of office stationery and supplies.
  15. Ensures the maintenance and efficient use of FSA computer software, hardware and other office equipment by performing such tasks as: providing minor technical and user support to Executive Officers and obtaining further technical and user support from vendors as necessary; using standard operating and utility systems such as Windows for Work Groups; learning software upgrades and providing training and assistance to others; maintaining email and voicemail systems; performing minor maintenance on photocopiers, fax machines, printers and other office equipment.
  16. Establishes and maintains filing systems, including computerized indexing, government publications and various other documents as requested; maintains and updates the Constitution and Bylaws and the FSA Policies, procedures, and guidelines.

17. Establishes and maintains filing systems, membership contracts, office records, confidential files, policies and procedures, government publications and other related library resource materials.
18. Liaises with UFV Human Resources to maintain membership database.
19. Completes and submits report forms and bylaw amendments to government agencies.
20. Answers phones and ensures messages are forwarded to the appropriate person.
21. Performs a variety of clerical tasks such as photocopying, receiving and distributing mail, preparing outgoing mail, preparing bulletins, newsletters and other mailings for shipping, and arranges conference calls as required.
22. Maintains records of office keys and ensures office security procedures are in place.
23. Facilitates continuity in President's absence, exercising initiative and judgement to ensure matters requiring immediate attention are directed to those responsible.
24. Provides continuity during transfer of authority from outgoing executive to incoming executive by providing information and explaining processes and procedures.
25. Works with the Financial Coordinator and Social Committee Chair to organize FSA funded social events.
26. Performs the duties of the Financial Coordinator as required, and during their vacation, or leave of absence.

## APPENDIX "C"

BENEFITS  
FOR MEMBERS OF UFV FSA

(taken from Johnstone's Benefits Plan)

BENEFITS	DESCRIPTION
<b>GROUP LIFE</b>	3 x annual salary
<b>ACCIDENTAL DEATH &amp; DISABLEMENT</b>	To match Group Life
<b>EXTENDED HEALTH CARE</b>	<ul style="list-style-type: none"> <li>• 100% for out of province emergency care</li> <li>• 80% for the first \$1,000 of eligible expenses then 100% after that. Annual deductible is \$25 per family.</li> <li>• A pay direct card</li> <li>• Coverage for all eligible drugs and dispensing fees</li> <li>• Coverage for all Medical Services Plan listed services</li> </ul>
<b>EXTENDED HEALTH CARE</b>	
<i>Prescription Drugs</i>	No annual maximum but reimbursement based on pricing file set by insurer.
<i>Paramedical Services</i> <ul style="list-style-type: none"> <li>• Acupuncture</li> <li>• Speech Therapist</li> <li>• Chiropractor</li> <li>• Naturopath</li> <li>• Podiatrist</li> <li>• Clinical psychologist (including registered clinical counsellors)</li> </ul>	\$500 per calendar year per paramedical service.
<i>Massage Therapist and Physiotherapist</i>	Unlimited per calendar year
<i>Vision Care</i> <ul style="list-style-type: none"> <li>• Prescription eye glasses and contact lenses</li> <li>• Eye Exam</li> </ul>	\$500 in a 24 month period \$100 every two calendar years
<i>Ambulance and Hospital</i> <ul style="list-style-type: none"> <li>• Ambulance</li> <li>• Hospital</li> </ul>	Emergency only, includes air transport Private or semi-private (Acute only)
<i>Medical Equipment and Supplies</i>	Limits apply
<i>Hearing Aids</i>	\$600 every 48 months for adults and \$1,000 every 48 months for dependent children
<i>Dental Accidents</i>	Within 52 weeks of the accident
<i>Orthopedic Shoes</i>	1 pair as prescribed by doctor
<i>Orthotics</i>	\$250 each calendar year
<i>Emergency Travel</i>	Unlimited – no trip limitation

BENEFITS	DESCRIPTION
<i>International Medical Assistance</i>	<i>24-hour multilingual assistance</i>
<b>DENTAL</b>	<ul style="list-style-type: none"> <li>• Plan A - 100%</li> <li>• Plan B - 80%</li> <li>• Plan C - 50%</li> <li>• Unlimited coverage for Plans A and B</li> <li>• \$3,000 lifetime maximum per individual family member for Plan C</li> </ul>
<b>SHORT TERM DISABILITY (WEEKLY INDEMNITY BENEFITS)</b>	<ul style="list-style-type: none"> <li>• 70% of gross weekly earnings</li> <li>• 30 working day qualifying period</li> <li>• Maximum benefit period is 26 weeks or commencement of Long Term Disability benefits</li> </ul>
<b>LONG TERM DISABILITY BENEFITS</b>	<ul style="list-style-type: none"> <li>• 6 month qualifying period</li> <li>• 70% of gross monthly earnings</li> </ul>

**APPENDIX "D"**  
**LETTER OF UNDERSTANDING**  
**COMPUTER PURCHASE PLAN**

This Letter of Agreement is attached to and forms part of the Collective Agreement. This letter shall remain in full force and effect for the term of the Agreement.

The Employer agrees that a Computer Purchase Plan be established for the employees. The Computer Purchase Plan will be a convenient option for FSA employees interested in buying a basic home computer system. The plan will only cover the cost of a new computer system, or costs of upgrading an existing home system with memory, hard-drives, monitors, printers, and scanners.

The plan will cover the cost of a computer system to a limit of \$2,000 including taxes. If the cost of the system the employee chooses is more than \$2,000, a cheque for the difference must accompany the purchasing paperwork (purchase requisition and payroll deduction form).

Beginning the first pay period after the purchase is processed, 24 equal payments are deducted from the employee's pay cheque over a consecutive 12-month period until the balance is paid.

The employee may access this plan only once per fiscal year.

**APPENDIX "E"**  
**LETTER OF UNDERSTANDING**  
**COLA COSTING**

The parties agree that in determining the level of any Cost of Living Adjustments (COLAs) that will be paid out after January 1, 2023 and January 1, 2024, respectively, the "annualized average of BC CPI over twelve months" referred to in Article 15 means the Latest 12-month Average (Index) % Change reported by BC Stats in January for British Columbia for the twelve months starting at the beginning of January the preceding year and concluding at the end of the December of that same year. The percentage change reported by BC Stats that will form the basis for determining any COLA increase is calculated to one decimal point. The Latest 12-month Average Index, as defined by BC Stats, is a 12-month moving average of the BC consumer price indexes of the most recent 12 months. This figure is calculated by averaging index levels over the applicable 12 months. The Latest 12-month Average % Change is reported publicly by BC Stats in the monthly BC Stats Consumer Price Index Highlights report. The BC Stats Consumer Price Index Highlights report released in mid-January will contain the applicable figure for the 12-months concluding at the end of December.