

# **COLLECTIVE AGREEMENT**

**between**

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



**and**

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



**Effective from January 1, 2021 to December 31, 2025**

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BETWEEN:

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

AND:

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

## **ARTICLE 1 - RECOGNITION**

### **1.1 Recognition**

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

## **ARTICLE 2 - DUES CHECK-OFF AND UNION SECURITY**

### **2.1 Monthly Union Dues**

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

### **2.2 Collected Dues**

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

### **2.3 Union Security**

No work regularly, **presently, or traditionally** performed by Administrative Coordinators, Staff Accountant, Staff Representative Employees, **or by any new classifications added to the bargaining unit**, shall be contracted out or be performed by anyone other than Administrative Coordinators, Staff Accountant, Staff Representative Employees, **or any new classification added to 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 FPSE with regard to strikes, FPSE committees, and internal and external FPSE political activities;
- (c) any work traditionally done by the FPSE President, provided that such work does not result in the layoff of bargaining unit member; or
- (d) external counsel retained.

## **ARTICLE 3 - PICKET LINES**

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

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

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

**4.2 Leave without Pay for Union Business**

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

**4.3 Union Officer Duties**

The Employer agrees that any officer of the Union who is on leave of absence for the purpose of performing 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 Salary and Benefits on Union Leave**

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

**4.5 Bulletin Board**

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

**4.6 Reasonable Access**

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

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

There shall be no discrimination for any reason.

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

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

- (1) Unwanted sexual attention made by a person who knows or ought reasonably to know that such attention is unwanted, or



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

(b) *Personal Harassment*

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

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

(5) **Harassment does not include the exercise of normal managerial/supervisory rights and responsibilities.**

(c) *Harassment Complaints*

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

- (1) Where a person who is the subject of the complaint is the Employer representative at any stage of the grievance procedure then the Union may bypass that stage of the procedure or present the grievance to another appropriate Employer representative;
- (2) Employer and Union representatives in the course of investigating a complaint of harassment shall have due regard for the privacy and confidentiality of any and all persons involved in the complaint;
- (3) An Arbitrator in the determination of a complaint of harassment shall take reasonable steps to protect the interest of all parties in privacy and confidentiality in the determination of procedural and evidentiary matters, subject to the requirement of fairness to all parties.
- (4) Where the complainant and the person who is the subject of the complaint are both members of the bargaining unit, then the arbitrator seized with a grievance of harassment shall also have jurisdiction in respect of any grievance arising from related discipline of the Employee who is the subject of the complaint.

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

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

**(d) *Right to Know***

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

**(e) *Right to Union Representation***

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

**(f) *Time Limits***

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

**(g) *Human Rights Tribunal Complaints***

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

**5.3 Employment Standards Act**

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

**5.4 Indemnification**

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

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

**5.5 Privacy**

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



**5.6 Electronic Monitoring and Surveillance**

- (a) Electronic monitoring and surveillance shall not be used for the purposes of individual work measurement of Employees.
- (b) Surveillance cameras, any technology or systems capable of monitoring Employees or their work and any other related equipment shall not be used in Employee occupied areas without the knowledge of Employees in the area.
- (c) At no time shall videotaping digital visual or audio recording, or any other form of electronic tracking or monitoring of Employees, work output or attendance in or at a particular location be allowed for the purpose of random surveillance, audits or assessing discipline. At no time may such systems be used as a means to gather evidence in support of disciplinary measures. The Union shall be advised, in writing, of the location and purposes of all surveillance cameras and the reason for installation of such equipment.

**5.7 Employee Confidentiality**

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

**5.8 Health and Safety**

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

**5.9 Personnel File**

- (a) There shall only be one (1) personnel file for each Employee.
- (b) The Employee will be notified when new material is added to their personnel file.
- (c) An Employee or the Union designate with the written authority of the Employee, will be given private access to their personnel file upon reasonable notice.
- (d) The Employer will provide to the Employee or the Union designate with the written authority of the Employee, a copy of their personnel file or part thereof upon request.
- (e) Any disciplinary document(s) shall be removed from the Employee's file after the expiration of eighteen (18) months from the date of issue providing there has not been a further infraction during that period of time.

**5.10 Human Rights and Discrimination**

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

**ARTICLE 6 - EMPLOYER RIGHTS**

Except as this Agreement otherwise specifies, 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) If an employee has an issue that could become a grievance, the employee may discuss it with the President (or designate) in an attempt to resolve the issue informally.

(b) **Step 1**

**Within forty (40) working days of an alleged violation of the Agreement or of the Union's becoming aware of an alleged violation, the Union may submit a grievance in writing to the FPSE President (or designate), who will meet with the designated Union representative to discuss the grievance in an attempt to obtain a satisfactory resolution within ten (10) working days of receipt of the grievance. The meeting may take place in person or via telephone/video conference. The FPSE President (or designate) will give the Union a formal written response within fifteen (15) working days following the meeting. If no response is provided within the timelines, the grievance may be forwarded to the next step.**

(c) **Step2**

**If the grievance is not resolved at Step 1, the Union may submit the grievance in writing to the FPSE Executive Committee within fifteen (15) working days of receipt of the Step 1 response. The FPSE Executive Committee will meet with the Union in an attempt to obtain a satisfactory resolution, within fifteen (15) working days of receipt of the grievance at Step 2. The meeting may take place in person or via telephone/video conference. The FPSE Executive will give a formal written response to the Union within fifteen (15) working days following the meeting. If no response is provided within the timelines, the grievance may be forwarded to the next step.**

(d) **Step 3**

**If a grievance is not resolved at Step 2, the Union may advance the grievance to arbitration within twenty (20) working days following the FPSE Executive's written response at Step 2 or by the date in which a decision should have been provided, whichever is earlier. The parties will select a mutually agreeable arbitrator.**

- (e) **All timelines may be extended by written mutual agreement of the parties.**

**7.2 Arbitration**

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

**7.3 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.

**7.4 Arbitrator Fees and Expenses**

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

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

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

**(b) Regular Part-Time**

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

- (1) With the exception of Part-Time Employees on staff as of October 1st, 2001 or employees on job sharing arrangements, there shall be no more than twenty percent (20%) in each job classification in part-time work. In the event that twenty percent (20%) equals less than one (1) employee, one (1) part-time employee may be hired. This provision may be waived by mutual agreement between the Employer and the Union;
- (2) Part-Time Employees on sick leave shall receive a prorated salary based on the number of hours normally worked in a week for up to thirty (30) working days as per Article 8.1(b)(4) after which time they shall receive salary continuance benefits, pursuant to Article 24.1;
- (3) Vacation entitlement for Part-Time Employees shall be provided in Article 18.1 based on the anniversary date of hire and prorated pursuant to Article 18.4 and based on the number of hours normally worked in a week;
- (4) Paid holidays on which a Part-Time Employee is not scheduled to work shall be prorated based on the number of hours worked in the four (4) week period immediately preceding the statutory holiday.

**(c) Temporary**

- (1) A Temporary Employee is one so informed by the Employer at the start of employment.
- (2) A Temporary Employee may only be hired to replace a Regular Employee on paid or unpaid leave pursuant to the terms of the Collective Agreement, or to replace an Employee on a Job Sharing appointment, or by mutual agreement of the parties.

**(d) Casual**

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

**8.2 Appointment of Employees**

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



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

### **8.3 Probation - Regular Employees**

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

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

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

### **8.5 Selection Committee**

For the purposes of new staff hires, a selection committee consisting of two (2) Employer representatives and **two (2) bargaining unit members appointed** by the Union will be struck. Either party may appoint an observer. **The selection committee shall determine a candidate shortlist, participate in the interview process, and recommend a successful candidate but the hiring decision will rest with the Employer. In the event the committee members have differing shortlists, each party's shortlist candidates shall be interviewed. The committee will be notified once the position has been offered to the selected candidate and whether they accept the position.**

## **ARTICLE 9 - JOB DESCRIPTIONS AND CLASSIFICATIONS**

### **9.1 Copies of Job Descriptions**

**The Employer shall provide the Union with a copy of the job description for each classification of employee covered by the bargaining unit. Job descriptions shall include a job summary, list of duties, and required qualifications.**



**9.2 Changes to Job Descriptions**

The Employer shall provide the Union with any proposed new job descriptions or with any proposed changes to existing job descriptions in writing. The Union and the Employer will meet to discuss these new job descriptions or changes. Where a revision to an existing job description involves a substantial change in the job summary, list of duties, and/or required qualifications, the rate of pay shall be reviewed by the parties. If the parties fail to reach agreement on a rate of pay within thirty (30) working days, the Employer may proceed with its proposed rate, with the final rate being established by expedited binding arbitration pursuant to LOU #1. The effective date of the rate change shall be the date the employee first works under the new job description.

**9.3 Job Descriptions for New Classifications**

Should any new classifications be created by the Employer, the Employer will provide the Union with the job description and proposed rate of pay. The Union and the Employer shall meet within thirty (30) working days to discuss the new classification and negotiate the rate of pay. In the event the parties cannot agree, the rate of pay may be referred to expedited binding arbitration pursuant to LOU #1. In the interim, the Employer may proceed with the new job classification at its proposed rate of pay.

**9.4 Workload Concerns**

In the event an Employee is experiencing concerns over workload, they may request a meeting with the Employer to address their concerns. The Employee may have a Union Representative present at the meeting.

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

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

**10.2 Temporary Employee Appraisals**

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

**ARTICLE 11 - JOB VACANCIES AND OTHER APPOINTMENTS****11.1 Job Vacancies**

- (a) When a job vacancy occurs, the job shall be posted for **ten (10)** working days. First consideration shall be given to the existing Regular Employees, then to Temporary Employees, then to new hires.
  - (i) If a job vacancy has not been posted within thirty (30) working days of the vacancy occurring, the Employer will notify the Union, in writing, of the reason for not posting the vacant position.
- (b) In making promotions, transfers, and demotions, the Employer shall award the position to the most senior Regular Employee applicant who is qualified.

- (c) In filling vacant positions, the Employer shall award the position to the senior qualified Regular Employee applicant.
- (d) In filling vacant positions where there are no Regular Employee applicants for the position, the Employer shall award the position to the qualified Temporary Employee applicant who has exhibited satisfactory performance, and with the greatest total accumulated service.
- (e) Any available work shall be offered to qualified Part-Time Employees prior to the appointment of, or the assignment of, the available work to a Casual Employee.
- (f) Qualifications for a new or vacant position and the determination of whether or not the Employee is qualified for the position shall be determined by the Employer in consultation with the Union.

#### **11.2 Commitment to Diversity**

The parties agree that as part of the Federation's commitment to serving equity-deserving members, establishing and improving practices to recruit and retain equity-deserving staff is of mutual benefit.

### **ARTICLE 12 - SENIORITY, LAYOFF AND RECALL**

#### **12.1 Seniority**

- (a) Seniority for a Regular Employee is defined as the length of the Employee's continuous employment (Full or Part-Time) from the date of commencement of Regular employment, plus time worked as a Casual or Temporary Employee.
- (b) Casual and Temporary Employees shall accrue seniority on an hourly basis.
- (c) **The Employer shall maintain a seniority list showing the date upon which each Employee's service commenced. An up-to-date seniority list shall be provided to the Union within ten (10) working days of ratification of the Agreement and by no later than January 1<sup>st</sup> and July 1<sup>st</sup> of each calendar year.**

#### **12.2 Leaves of Absence**

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

#### **12.3 Order of Layoffs**

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

#### **12.4 Notice of Layoff**

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



**12.5 Right of Recall**

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

**12.6 Temporary and Casual Employees – Right of Recall**

- (a) For a period of two (2) years following the end of their employment term, Temporary Employees shall have the right of recall on a seniority basis to fill any Temporary or Casual position for which they are qualified, subject to 12.5. A Casual position shall count as time worked for a Temporary Employee.
- (b) For a period of two (2) years following the end of their employment Casual Employees shall have the right of recall on a seniority basis to fill any casual position for which they are qualified, subject to 12.5 and 12.6(a) provided the employee has completed the equivalent of three hundred and eighty (380) hours of work.
- (c) If a vacancy for a Regular position occurs, the most qualified Temporary Employee applicant shall be awarded the position in accordance with Article 11.1(a) above.

**12.7 Purpose of Layoff**

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

**12.8 Severance**

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

**12.9 Continuation of Benefits on Layoff**

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

**12.10 Targeted Labour Adjustment****(a) Employer Commitments**

- (1) It is agreed that the Employer will make every reasonable attempt to minimize the impact of funding shortfalls and reductions on the work force.
- (2) Subject to funding availability, fairness, flexibility and Employee choice will prevail in the implementation of labour force adjustment strategies.
- (3) It is incumbent upon the Employer to communicate effectively with their Employees and the Union representing those Employees as soon as the impact of any funding reduction or shortfall or profile change has been assessed.



- (4) If a work force reduction is necessary, the Joint Labour Management Committee will canvass Employees in a targeted area or other area over a fourteen (14) day period, or such longer time as the Joint Labour Committee agrees, to find volunteer solutions that provide as many viable options as possible and minimize potential layoffs.

**(b) Menu of Labour Adjustment Strategies**

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

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

**ARTICLE 13 - DISCIPLINE**

**13.1 Just Cause**

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

**13.2 Right to Union Representation**

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

**13.3 Progressive Discipline**

The Employer agrees to adhere to the principles of progressive discipline.

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

**14.1 Hours of Work for Full-Time Administrative Staff and Staff Accountant Employees**

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

**14.2 Paid Leave for Staff Representative Employees**

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

- (a) **When approved evening work is required to enable a Staff Representative to service their assigned bargaining units, the Employer will provide scheduling flexibility outside the normal core hours of work to ensure the Staff Representative works no more than 7 hours total on the day in question.**

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

- (a) For the purpose of computing overtime for Administrative Coordinator and Staff Accountant Employees, all time worked before and after the regularly established working day (7.25 hours per day for Full-Time Employees; 7.25 hours per day for Part-Time Employees) shall be considered as overtime and paid at the rate of one hundred and fifty percent (150%) for the first two (2) hours and two hundred percent (200%) thereafter of the Employee's prorated hourly rate.
- (b) All time worked on Saturdays shall be considered as overtime and paid at the rate of one hundred and fifty percent (150%) of the Employee's prorated hourly rate.
- (c) All time worked on Sundays, or on a Statutory Holiday as provided in Article 19, or on a day granted in lieu thereof, shall be considered as overtime and paid at the rate of two hundred percent (200%) of the Employee's prorated hourly rate.
- (d) Overtime must be authorized by the Employer.
- (e) Administrative Coordinator and Staff Accountant Employees will have the option of overtime pay, or time off in lieu of pay, for all overtime worked.
- (f) Overtime for Administrative Coordinator and Staff Accountant Employees is voluntary, and such Employees have the right to refuse overtime. Overtime will be shared by the Administrative Coordinator and Staff Accountant Employees.

**14.4 Compensatory Time Off for Staff Representative Employees**

- (a) Staff Representative Employees shall receive compensatory time off at straight time for **Friday after 5pm and weekend work** done at the Employer's request and at double time for work on vacation or statutory holidays done at the Employer's request. A Staff Representative Employee shall not receive compensatory time off for time worked during evenings (as defined in this Article), weekends, vacation, or statutory holidays in lieu of core hours. The scheduling of compensatory time off must be approved by the Employer, such approval shall not be unreasonably withheld. The Employer shall normally provide a decision on a request for compensatory time off within forty-eight (48) hours of receipt of such a request, and approval shall not be unreasonably withheld.
- (b) Notwithstanding the above, when a Staff Representative is requested to work overtime for seven (7) hours or more on a Friday evening or Saturday or both, the Staff Representative **will take that one (1) day of compensatory time off on the immediately following Monday, or another day in close proximity as agreed upon with the Employer.**



- (c) Employees may elect to reduce their Compensatory Time Off accumulation upon mutual agreement of the Employee and the Employer.
- (d) Employees may elect to reduce Compensatory Time Off by any single or combined options of:
  - (1) paid time off (arrangements subject to mutual agreement of the Employee and the Employer);
  - (2) conversion of Compensatory Time Off to remuneration and transfer to RRSP of the Employee or spouse;
  - (3) conversion of Compensatory Time Off to remuneration and payment to the Employee as income.

#### 14.5 Paid Breaks

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

#### 14.6 Flexible Hours of Work

- (a) There will be no approval of variation to the hours of work described in this article for any employee without the agreement of the Employer and the Union.
- (b) The process by which an employee may request a variation shall be as follows:
  - (1) The employee shall discuss the request with their Steward.
  - (2) The Steward shall discuss the matter through the Labour Management Committee.
  - (3) For approval relating to short-term requests (less than one (1) calendar year), the bargaining unit shall be the body to approve such requests with the assistance of CUPE Local 1004.
  - (4) For approvals relating to request of a long-term nature (longer than one (1) calendar year) CUPE Local 1004 Bylaws/practices shall be the guiding principles.
- (c) It is understood that a Letter of Agreement outlining the forms of such variations shall be signed between the Employer and the Union.

### ARTICLE 15 - SALARIES

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

#### 15.1 Administrative Coordinator

Applies		2% Effective Jan. 1, 2021	(2021 Rate + 0.25/hr) + 3.24% Effective Jan. 1, 2022	6.75% Effective Jan. 1, 2023	2% (+ COLA*) Effective Jan. 1, 2024	BC Public Sector Mandate Effective Jan. 1, 2025
At Start:	Annually:	\$ 67,469.81	\$70,099.38	\$74,832.62		
	Hourly:	39.77	41.32	44.11		
After 6 months:	Annually:	\$68,606.46	\$71,280.89	\$76,088.03		
	Hourly:	40.44	42.01	44.85		

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



\*The COLA is based on the annualized average of the B.C. Consumer Price Index (CPI) during the previous 12-month period of March to February. For the 2024 wage increases, the 12-month B.C. CPI average must exceed the guaranteed 2% general wage increase to trigger the additional cost-of-living adjustment. The amount of the additional increase is the difference between the 12-month average and the guaranteed general wage increase up to the maximum of 1%.

### 15.2 Staff Accountant

Applies		2% Effective Jan. 1, 2021	(2021 Rate + 0.25/hr) + 3.24% Effective Jan. 1, 2022	6.75% Effective Jan. 1, 2023	2% (+ COLA*) Effective Jan. 1, 2024	BC Public Sector Mandate Effective Jan. 1, 2025
At Start:	Annually:	\$81,018.73	\$84,081.61	\$89,757.11		
	Hourly:	47.76	49.56	52.91		
After 6 months:	Annually:	\$82,247.34	\$85,350.02	\$91,111.14		
	Hourly:	48.48	50.31	53.71		

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

\*The COLA is based on the annualized average of the B.C. Consumer Price Index (CPI) during the previous 12-month period of March to February. For the 2024 wage increases, the 12-month B.C. CPI average must exceed the guaranteed 2% general wage increase to trigger the additional cost-of-living adjustment. The amount of the additional increase is the difference between the 12-month average and the guaranteed general wage increase up to the maximum of 1%.

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

### 15.3 Staff Representative

Applies		2% Effective Jan. 1, 2021	(2021 Rate + 0.25/hr) + 3.24% Effective Jan. 1, 2022	6.75% Effective Jan. 1, 2023	2% (+ COLA*) Effective Jan. 1, 2024	BC Public Sector Mandate Effective Jan. 1, 2025
Step 1	Annually:	\$103,498.79	\$107,321.89	\$114,566.12		
	Hourly:	56.87	58.97	62.95		
Step 2	Annually:	\$107,689.24	\$111,629.49	\$119,164.48		
	Hourly:	59.16	61.33	65.47		
Step 3	Annually:	\$110,920.09	\$114,983.65	\$122,745.04		
	Hourly:	60.95	63.18	67.44		
Step 4	Annually:	\$114,130.04	\$118,297.60	\$126,282.69		
	Hourly:	62.71	65.00	69.39		

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

\*The COLA is based on the annualized average of the B.C. Consumer Price Index (CPI) during the previous 12-month period of March to February. For the 2024 wage increases, the 12-month B.C. CPI average must exceed the guaranteed 2% general wage increase to trigger the additional cost-of-living adjustment. The amount of the additional increase is the difference between the 12-month average and the guaranteed general wage increase up to the maximum of 1%.

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

#### **15.4 Staff Representative Salary Placement and Progression**

- (a) Full-Time Employees shall advance one step on the scale upon completion of each full year of service. Part-Time Employees shall advance one step on the scale upon completion of the equivalent of one full year of service.
- (b) Any person hired as a Staff Representative Employee shall be placed on Step 1 of the Staff Representative salary scale. Additional steps for initial placement on scale shall be granted by the Employer as follows:
  - (1) One (1) additional step for the first three (3) years of full-time experience with another Union or similar organization performing duties similar to those of the Staff Representative position in question, and one (1) further additional step for a further two (2) years of such full-time experience.
  - (2) One (1) additional step for a post-secondary degree (or equivalent) related to the duties of the Staff Representative position in question.

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

#### **15.5 Increment Progression for Temporary and Casual Employees**

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

### **ARTICLE 16 - TEMPORARY UPGRADING**

- (a) Administrative Coordinator and Staff Accountant staff who are required to perform duties normally performed by a Staff Representative shall have their pay adjusted to one and one-half (1½) times their normal rate while performing such duties. Such will be calculated in addition to any other premiums which may be payable.
- (b) An Administrative Coordinator who is required to perform duties normally performed by the Staff Accountant shall be paid at the after six (6) month's hourly rate of the Staff Accountant salary in 15.2 while performing such duties.

### **ARTICLE 17 - ANNUAL VACATION**

#### **17.1 Vacation**

Employees shall receive vacation as follows,

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

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

### **17.2 Deadline to Submit Vacation Proposals**

- (a) Except for employees in their first calendar year of service, employees shall **submit vacation proposals by October 1<sup>st</sup> of the previous year (for the next calendar year), and the Employer shall provide any approvals, in writing, no later than October 31<sup>st</sup>.**
- (b) Employees in their first calendar year of service shall submit their vacation proposal within two months of starting work and their supervisor shall provide the employee with their approved vacation schedule within thirty days of receipt of the proposed vacation schedule.
- (c) Employees in their first calendar year may carry over at most ten (10) days of vacation to their second calendar year.
- (d) **An employee's request to change vacation must be in writing, will be considered on a first come first served basis, and will not be unreasonably denied. Vacation change requests will be processed within two weeks following the receipt of the request.**

### **17.3 Partial Years of Service**

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

### **17.4 Entitlement**

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

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

### **17.5 Vacation Approval and Scheduling**

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

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

- (c) Employee requests subsequent to the Employer's response in 18.5(b) shall not cause the Employer to alter the decisions of 18.5(b).



- (d) Changes to an Employee's approved vacation may occur only with the mutual consent of the Employer and the Employee.
- (e) An Employee shall submit a vacation request in writing to their supervisor, signed by the other Employees in their appointment category indicating that there are no conflicts or that a conflict exists.
- (f) For the purposes of vacation scheduling, necessary office staffing for the months of July and August shall be defined as one (1) Labour Relations Representative and one (1) Support Staff Employee, excluding the last two (2) weeks of August (August 15th to August 31st) wherein there shall be two (2) Labour Relations Representatives and two (2) Support Staff Employees.

#### **ARTICLE 18 - PAID HOLIDAYS**

##### **18.1 Statutory Holidays**

Employees will receive the following Statutory Holidays off with pay:

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

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

##### **18.2 Holidays Falling on a Weekend**

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

##### **18.3 Floating Holidays**

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

##### **18.4 Office Shutdown**

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

#### **ARTICLE 19 - PROFESSIONAL DEVELOPMENT/STAFF TRAINING**

##### **19.1 Regular Full-Time Employees**

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

**19.2 Regular Part-Time Employees**

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

**19.3 Temporary or Casual Employees**

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

**19.4 Unused Days**

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

**19.5 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.
- (c) **The Employer or an Employee may identify and initiate staff training proposals for special training in the areas of anti-oppression, anti-racism, and overall equity. Such requests shall be given special consideration given the Federation's overall commitment to achieving improvements for equity-deserving groups.**

**19.6 Professional Development**

- (a) Professional Development and training activities are defined as those activities which enhance Employees' abilities to perform their duties or those activities which enhance Employee's career development through self-directed and self-initiated activities.
- (b) The Professional Development Committee shall consist of one (1) Employer representative (President or designate) and two (2) Union representatives (one Support Staff and one Staff Representative, as appointed by the Union).
- (c) The Committee shall meet by October 1st each year.
- (d) The Committee shall maintain a record of funds and proceedings.
- (e) The Committee shall report expenditures by March 31st of each calendar year.
- (f) The Committee shall receive applications, such application to include:
  - Name of event, training, conference, or other similar activity
  - Location
  - Dates
  - Rationale
  - Amount applied for, itemizing:
    - Fees
    - Accommodation
    - Transportation/Mileage
    - Meals
    - Texts or Course Materials
    - Miscellaneous Costs

- (g) The Committee shall make recommendations to the President. The President shall provide a response within three (3) weeks of application. The President shall not unreasonably withhold approval.
- (h) Where an activity requires that an applicant be absent from duties, the Committee shall obtain the approval of the President. The President shall not unreasonably deny approval.
- (i) Employees with approved applications shall provide a report of all expenditures of the activity, including receipts, and a summary of the activities undertaken within a month of the conclusion of the Professional Development activity.
- (j) In any year:
  - (1) Each Regular Employee is guaranteed a minimum allocation of **seven hundred fifty dollars (\$750.00)** in approved PD funds. **The Employer shall implement this by allocating a sum equivalent to seven hundred fifty dollars (\$750.00) per Regular Employee to the Professional Development Fund on September 29<sup>th</sup> of each year.**
  - (2) An Employee may carry forward **their** unused minimum allocation from year to year, but such accumulated funds shall not be paid upon the Employee's termination, resignation, layoff, retirement, or death.
  - (3) Any accumulated funds unclaimed prior to an Employee's termination, resignation, layoff, retirement, or death shall be divided equally among the remaining Employees and added to that year's allocations.
- (k) An Employee may agree in writing to forego all or a portion of their guaranteed PD fund allocation to allow another Employee to claim in excess of their PD fund accumulation.
- (l) All PD expenditures under this Article must be authorized by the Committee.
- (m) Effective on the date of execution of this agreement, the Committee shall have assigned for its administration the amount of unexpended or unallocated funds within the Professional Development fund existing at the date of execution of this agreement.

## ARTICLE 20 - BENEFITS AND PENSIONS

### 20.1 Benefits

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

### 20.2 Premiums

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

### 20.3 Maximum Age

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



**20.4 Pension Plan**

- (a) All new Employees shall, as a condition of employment, enroll in the Municipal Pension Plan upon commencement of employment.
- (b) If an Employee does not qualify for enrolment in the Municipal Pension Plan, the Employer shall make a contribution to the Employee's RRSP which is equivalent to the contributions the Employer would have had to make to the Municipal Pension Plan on behalf of the Employee. The Employer shall make the RRSP contributions in quarterly installments.
- (c) A new Employee shall, for the purposes of enrollment in the Municipal Pension Plan only, have 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 calendar month thereafter.

**20.5 Short-Term Disability Benefit**

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

**Note: for LTD, reference Appendix A.**

**20.6 Appendix A – Benefits Floor**

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

**20.7 Physical Fitness and Wellness Benefit**

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

**ARTICLE 21 - EXPENSES****21.1 Reimbursement**

Work and travel expense policies adopted by the Employer for its members shall be applied to all Employees under this Agreement, provided they are consistent with this Agreement. An Employee will be reimbursed for any reasonable expense incurred while engaged in the business of the Employer. **Approved expense claims shall be reimbursed within two (2) weeks of receipt and shall not be unreasonably denied.**

**21.2 Effective of Employee Expense Rate Upgrades**

Article 21.3 shall be amended in accordance with any increases in the Employer's expense rates for its members during the term of this Agreement. The expense rate for Employees during this term of the Agreement shall not fall below those rates in effect at the time the Agreement is signed.

### 21.3 Expenses on FPSE Business

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

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

(b) *Car Rental*

- (1) The actual cost of car rentals at the site of a meeting shall be reimbursed **where required to fulfill work obligations outside of normal travel to the FPSE office**. Additional car rental expenses may be authorized by the FPSE President or Secretary-Treasurer. Receipts must be provided.
- (2) Employees who choose to travel by personal or rental vehicle when air transportation is available, shall be reimbursed at the mileage rate up to the cost of regular air fare. Any additional accommodation or meal expenses incurred as a result of choosing to travel by personal vehicle shall be the responsibility of the Employee.
- (3) An allowance of \$50.00 per night shall be paid for private accommodations. No receipts are required.

(c) *Meals*

Where a single meal is claimed:

- Breakfast      **\$15.00**
- Lunch          **\$23.00**
- Dinner        **\$36.00**

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

(d) *Child Care Expenses*

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

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

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

(f) *Other Expenses*

- (1) The actual cost of telephone calls on FPSE business and other minor expenses, such as parking, shall be reimbursed.
- (2) Employees shall be paid a per diem amount of ten dollars (\$10.00) while working out of town on the Employer's business. This per diem is for incidental expenses, such as laundry, dry cleaning, gratuities, daily paper, etc.
- (3) The Employer will reimburse Employees who are required to work two (2) or more hours after their regularly scheduled hours of work for a meal at the rate prescribed in Article 22.3(c) above.
- (4) The Employer will reimburse an Employee who is required to work after their regularly scheduled hours of work for taxi fare.

(g) *Advance Authorization*

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

**21.4 Child Care**

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

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

**21.5 Mobile Devices**

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

**21.6 High Speed Internet at Home**

The Employer shall reimburse each Staff Representative **fifty dollars (\$50)** a month for the cost of maintaining high-speed internet at home. Reimbursement shall be provided upon proof of payment for high speed internet service.

**21.7 Other Expenses**

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

**ARTICLE 22 - TRANSPORTATION**

**22.1 Public Transit**

Subject to the exception in 22.2 the Employer shall reimburse the Employee for receipted monthly transit passes.

**22.2 Personal Vehicle**

The Employer shall provide reasonable parking for all Employees who apply. The Employer shall pay the fees for parking provided.

If an Employee is required to use their personal vehicle in the performance of their duties, they shall be provided a mileage allowance of eighty cents (80¢) per kilometer travelled for business purposes (which does not include from home to the FPSE office or from the FPSE office to home).

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

For Staff Representatives: Vehicle insurance fee reimbursement in accordance with the following scale of annual travel calculated on April 1 of each year.



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

An employee may not claim both vehicle insurance fee reimbursement and monthly transit passes.

#### ARTICLE 23 - SICK LEAVE

##### 23.1 Salary Continuance (Sick Leave)

An Employee absent from work on account of illness shall continue to receive **their** full salary and benefits for up to thirty (30) working days for each illness or debilitating treatment. Following **seven (7)** working days of such absence, an Employee may, at the Employer's discretion, be required to provide a certificate from a medical practitioner. **The Employer agrees to pay for the cost of a medical practitioner certificate if requested. When an Employee is on sick leave and returns to work and has a reoccurrence or continuance of the same or related illness or injury within a fifteen (15) working day period, the second period of sick leave will be considered a continuation of the first period of sick leave and benefit payments will resume immediately.**

##### 23.2 Substitution

Salary continuance days will be substituted for vacation time where an Employee can demonstrate that **they were** ill during scheduled vacation time.

##### 23.3 Workers' Compensation

- (a) Where an Employee suffers from a disease or illness or incurs personal injury (which disease, illness, or injury is hereinafter called the "disability") and the employee is entitled to time loss compensation therefore under the Workers' Compensation Act, **they** shall not be entitled to receive salary continuance (see Article 24.1) for time lost by reason of any such disability.
- (b) Up to a maximum period of one (1) year, all monies received by an Employee by way of compensation for loss of wages under the said Act shall be paid to the Employer. In return for such payment and up to a maximum period of one (1) year, the Employer shall pay the Employee the amount of **their** salary (up to the maximum reference salary specified in the WCB regulations) to which **they** would have been entitled but for the disability.

##### 23.4 Family Illness

In the case of illness of a member of the immediate **or chosen** 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. **Chosen family includes those who act as family members out of necessity due to numerous circumstances such as death or disaffiliation from biological family, but are not related by blood or marriage.**

#### ARTICLE 24 - PREGNANCY/PARENTAL LEAVE

##### 24.1 Birth or Adoption of Child

An Employee is entitled to leave of up to one (1) year in connection with the birth or adoption of a child, during which time seniority shall continue to accrue. Subject to **Article 25.2**, this leave will be unpaid. For the purpose of this Article the service of an Employee shall be deemed to be continuous and the Employee shall be entitled to all increases in wages and benefits that they would have been entitled to had the leave not been taken.

**24.2 Supplemental Employment Benefit for Pregnancy and Parental Leave**

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

**(a) Pregnancy/Parental Leave**

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

**(b) Pregnancy Leave**

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

**(c) Parental Leave**

- (1) An Employee who has taken Pregnancy Leave shall be entitled to take up to a maximum of thirty-five (35) weeks of parental leave.
- (2) An Employee who is the biological or adoptive parent of the child and who has not taken Pregnancy Leave shall be entitled to take up to a maximum of thirty-seven (37) weeks of parental leave.
- (3) Employees on Parental Leave shall receive an amount equal to the difference between the Employment Insurance Benefits and eighty-five percent (85%) of the Employee's salary calculated on **their** average base salary. This language shall be read to include entitlement for same sex partners.
- (4) The average base salary for the purpose of Article 25.2(a), (b), and (c)(1) and (2) is the Employee's average base salary for the twenty-six (26) weeks preceding the pregnancy or parental leave. If the Employee has been on unpaid leave for part of the preceding twenty-six (26) weeks, then up to four (4) weeks of that unpaid leave will be subtracted from the twenty-six (26) weeks for the purpose of calculating the average base salary.
- (5) An Employee is not entitled to receive Supplemental Employment Benefits and Disability Benefits concurrently. To receive Supplemental Employment Benefits the Employee shall provide the Employer with proof of application for and receipt of Employment Insurance Benefits.
- (6) If an Employee is disentitled or disqualified from Employment Insurance pregnancy or parental benefits, the Employee shall receive the supplemental payment to the appropriate percentage less the amount of Employment Insurance Benefits the Employee would have received if qualified for Employment Insurance Benefits.

**24.3 Benefits**

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

**24.4 Return to Work**

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



**ARTICLE 25 - POLITICAL LEAVE****25.1 Political Leave Accommodation**

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

**25.2 Period of Leave**

- (a) If nominated as a candidate for election at the Federal, Provincial, or Municipal level, leave of absence without pay shall be provided to take part in the election campaign. During the period of leave provided for the election campaign, the Employer will maintain, at the written request of the Employee, all Health and Welfare and Statutory Benefits. The Employee shall reimburse the Employer for the cost of the benefits maintained.
- (b) If elected to Full-Time office, an unpaid leave of absence shall be provided for the term of the office for up to two (2) consecutive terms. The Employee shall give the Employer two (2) months' written notice prior to resuming **their** position with the Employer. Written notice of taking political leave of absence shall be given by the Employee at least one (1) month prior to the commencement of the leave.
- (c) If elected to Part-Time office, a partial unpaid leave of absence shall be provided for the term of office. Leave under this Article shall not be extended to consecutive terms of office. The Employee shall give the Employer two (2) months' written notice prior to resuming **their** 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 26 - OTHER LEAVES****26.1 Serious Illness or Bereavement**

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

**26.2 Leave without Pay**

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

**26.3 Return to Work from Leave without Pay**

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

**26.4 Other Unpaid Leave**

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



**26.5 Jury Duty or Court Witness**

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

**26.6 Medical or Dental Leave**

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

**26.7 Special Leave**

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

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

Such special leave shall not be unreasonably withheld.

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

**26.8 Child Care Leave**

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

**26.9 Compassionate Care Leave**

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

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

- (a) The Employee's benefit coverage will continue for the duration of the compassionate care leave, to a maximum of eight (8) weeks, and the premium payment shall be on the same basis as if the Employee were not on leave.
- (b) Where an Employee elects to buy back pensionable service for all or part of the duration of the compassionate care leave, to a maximum of eight (8) weeks, the Employer will pay the Employer portion of the pension contributions in accordance with the Pension Plan regulations.
- (c) Compassionate care leave, up to a maximum of eight (8) weeks, shall be treated as continuous employment for the purposes of seniority accrual under this Agreement.

- (d) An Employee who returns to work following a leave granted under this provision shall be placed in the position held prior to the leave or in a comparable position.
- (e) Additional Leaves: Should an Employee require additional time to care for a gravely ill family member, additional leaves may be granted beyond the eight (8) week period specified in 26.9 above. Such additional leave shall be pursuant to Article 26 - Other Leaves.

#### **26.10 Deferred Salary Leave**

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

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

The Deferred Salary Leave Plan shall be per Appendix B.

### **ARTICLE 27 - JOB SHARING**

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

- (a) The affected Employee shall indicate in writing the reason for the request including the hours and days of the week the Employee wishes to share, and with whom the Employee contemplated the job sharing arrangement. The request must be submitted at least three (3) months prior to the anticipated date of the commencement of job sharing.
- (b) The Employee with whom it is contemplated the position shall be shared must be qualified to perform the duties and responsibilities of the position.
- (c) Where the request is approved, the President shall provide each Employee with a letter covering the terms and conditions of the Job Sharing arrangement.
- (d) Under normal circumstances, the regular daily and weekly hours of the position shall remain unchanged as a result of the Job Sharing arrangement unless otherwise varied by the terms and conditions outlined in the letter provided.
- (e) The Job Sharing arrangement shall be for a minimum period of one (1) year unless otherwise initially agreed, and shall continue until one of the Employees involved vacates their position. An Employee hired temporarily to replace the position left vacant by Employee(s) job sharing shall be considered temporary for up to two (2) years. After two (2) years, the Temporary Employee shall be considered Regular, and the Employee(s) in the Job Sharing arrangement will forfeit their right to "bump" back to their former position.
- (f) At such time as the Employee vacates **their** position, the balance of the hours of work shall be offered to the second Employee in the Job Sharing arrangement.
- (g) Should the second Employee decline the offer of additional hours, then the employer may post a vacancy for the balance of the Job Sharing position.
- (h) The rate of pay for the position shall be at the hourly rate of pay for each Employee and shall be paid each Employee for the hours worked.
- (i) Paid leave benefits for vacation, statutory holidays, and paid sick leave shall be prorated to the number of hours worked by each Employee.



- (j) Each Employee shall receive fully paid benefits for B.C. Medical Plan, Extended Health Benefits, and Dental.
- (k) All other benefits and working conditions not referred to in this Article shall be as described in the Collective Agreement.
- (l) Other conditions not specifically mentioned herein shall be discussed, and agreement reached, as they arise.

#### **ARTICLE 28 - UNION LABEL**

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

#### **ARTICLE 29 - LABOUR MANAGEMENT COMMITTEE**

##### **29.1 Establishment of Committee**

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

##### **29.2 Function of Committee**

The Committee shall concern itself with the following general matters:

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

##### **29.3 Meetings of Committee**

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

##### **29.4 Chairperson of the Meeting**

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

##### **29.5 Minutes of Meetings**

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

##### **29.6 Jurisdiction of Committee**

- (a) The Committee shall not have jurisdiction over wages, or any matter of collective bargaining, including the administration of this Collective Agreement.



- (b) The Committee shall not supersede the activities of any other committee of the Union or of the Employer and does not have the power to bind either the Union or its members or the Employer to any decisions or conclusions reached in their discussions. The Committee shall have the power to make recommendations to the Union and the Employer with respect to its discussions and conclusions.

#### 29.7 Statutory Compliance

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

### ARTICLE 30 - INFORMATION TO THE UNION

#### 30.1 Information to the Union

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

### ARTICLE 31 - PROFESSIONAL REGISTRATION AND MEMBERSHIP COSTS

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

### ARTICLE 32 - TERM OF AGREEMENT

The term of the new Collective Agreement shall be for **five (5) years, January 1, 2021 to December 31, 2025** inclusive.

Dated at Vancouver, B.C., this 10<sup>th</sup> day of September, 2024.

#### FOR THE UNION

*Steven Beasley*

Steven Beasley on behalf  
of CUPE Local 1004

*Saul Blakey*  
Saul Blakey (Sep 10, 2024 16:20 PDT)

Saul Blakey  
Business Agent, CUPE Local 1004

#### FOR THE EMPLOYER

*Brent Calvert*

Brent Calvert  
President, FPSE

*Sean Parkinson*

Sean Parkinson  
Secretary-Treasurer, FPSE

*Michael Conlon*  
Michael Conlon (Sep 12, 2024 09:43 PDT)

Michael Conlon  
Executive Director, FPSE

## APPENDIX A

## BENEFITS

BENEFIT	DESCRIPTION
Group Life	• 3x Annual Salary
Accidental Death & Dismemberment	• To Match Group Life
Long Term Disability	• 6 Month Qualifying Period • 70% Of Monthly Earnings
Basic Medical (Medical Services Plan)	• As Established By The Plan
Extended Health Care	<ul style="list-style-type: none"> <li>• 80% reimbursement of eligible expenses after a \$25 annual deductible per family</li> <li>• \$750 Vision Care payable <b>every two years</b>. Vision Care to include coverage for laser vision correction.</li> <li>• Hearing aids to a maximum of \$3,000 every four years</li> <li>• Charges for nicotine patch treatment</li> <li>• Visits to registered psychologists to a maximum of \$2,000/year or 10 sessions, whichever is the greater.</li> <li>• a Blue Net Card</li> <li>• coverage for all eligible drugs</li> <li>• coverage for all Medical Service Plan de-listed service</li> </ul>
Dental	<ul style="list-style-type: none"> <li>• Plan A - 100%</li> <li>• Plan B - 80%</li> <li>• Plan C - 60% - \$5,000 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 working day qualifying period</li> <li>• Maximum benefit period the lesser of 26 weeks or commencement of Long Term Disability Benefits</li> </ul>

After paying the \$25 deductible, Extended Health Benefits are covered at 80% up until annual usage has reached \$500, after which it is covered at 100%.

## APPENDIX B - PART I

### DEFERRED SALARY LEAVE PROGRAM

#### **OVERVIEW / SUMMARY**

##### **Deferred Salary Leave**

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

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

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

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

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

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

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

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

#### **INTRODUCTION**

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

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

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

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

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



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

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

#### **ELIGIBILITY**

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

##### Regular

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

##### Operational Requirements of the Employer are Met

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

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

#### **APPLICATION TO PARTICIPATE IN DSLP**

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

The Employee must first consult with **their** appropriate Supervisor outlining the planned leave.

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

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

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

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

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

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

**DURATION OF LEAVE**

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

**ONE-TIME DEFERRAL OF LEAVE**

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

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

**TERMINATION FROM PARTICIPATION IN THE DSLP**

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

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

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

**CONTRIBUTIONS TO DSLP**

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

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

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

**EMPLOYMENT STATUS / GROUP BENEFITS DURING THE DEFERRED SALARY LEAVE**

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

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

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

#### **PENSION DEDUCTIONS DURING PARTICIPATION**

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

#### **PENSION CONTRIBUTIONS DURING DEFERRED SALARY LEAVE**

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

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

#### **EI/CPP CONTRIBUTIONS**

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

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

#### **DESIGNATION OF BENEFICIARY**

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



**TRUST FUND AND TRUSTEE**

All contributions to the DSLP will be transferred by the employer to a trust fund held by the Trustee. The trust fund will constitute a fund held by the Trustee and will not form any part of the revenue or assets of the employer. The employer shall not bear any administrative and/or processing expenses of the DSLP. The Trustee will cause contributions made to the DSLP to be invested as per the Membership Agreement. The Trustee, will, on an annual basis, pay interest to the employee on **their** accumulated investment. Such interest must be accounted for by the employee as income in the year of receipt. The Trustee will issue a Form T5 to each employee at the end of the year, detailing interest earned on **their** investment. The Trustee will make a semi-annual report, and an annual summary to each employee detailing the principal amount accrued in the DSLP, including any interest not yet paid out. During a participant's leave, the Trustee will cause the accumulated principal amount plus any interest not previously paid out to be remitted to the participant in a form and frequency to be agreed between the two parties. The Trustee will issue a form T4 to each employee at the end of the calendar year(s) in which a leave is taken.

**RIGHTS UNDER THE PLAN**

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

## APPENDIX B - PART II

## APPLICATION TO PARTICIPATE IN DEFERRED SALARY LEAVE PROGRAM

Name: \_\_\_\_\_  
(pls. print)

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

1. **Enrolment in DSLP**

My enrollment will become effective the first day of \_\_\_\_\_

2. **Leave of Absence**

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

3. **Contributions to DSLP**

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

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

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

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

4. **Return Service Requirement**

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

**5. Terms and Conditions of Enrollment**

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

**6. Designation of Beneficiary**

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_

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

**7. Trustee**

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

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

**Application Submission:**

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

**Preliminary Approval:**

Date: \_\_\_\_\_

Supervisor: \_\_\_\_\_

**Final Approval:**

Date: \_\_\_\_\_

President: \_\_\_\_\_

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



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

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

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

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

The Committee will make recommendations to its principals.

Dated at Vancouver, BC, this 10<sup>th</sup> day of September, 2024.

*Steven Brasley*

\_\_\_\_\_  
On behalf of CUPE 1004

*Brent Calvert*

\_\_\_\_\_  
On behalf of FPSE

## MEMORANDUM OF AGREEMENT #2

## RE ARTICLE 21 – BENEFITS

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

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

The Committee will make recommendations to its principles.

Dated at Vancouver, BC, this 10<sup>th</sup> day of September, 2024.

*Steven Brasley*

\_\_\_\_\_  
On behalf of CUPE 1004

*Brent Cabaret*

\_\_\_\_\_  
On behalf of FPSE