

**CANADIAN UNION OF PUBLIC EMPLOYEES
Local 2278
(the Employer)**

and the



(the Union)

Effective March 1, 2022 – February 29, 2024

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ARTICLE 1 - PURPOSE

1.1 Purpose of Agreement

The purpose of this Agreement is to establish an orderly collective bargaining relationship between CUPE 2278 and its employees represented by the Union, so that efficient Employer operations are maintained to ensure the harmonious settlement of disputes, and to set forth an Agreement covering rates of pay and other working conditions that will apply to employees within the scope of the bargaining unit.

1.2 Future Legislation

Both Parties agree that in the event that future legislation renders null and void, or materially alters any provision of this Agreement, all other provisions will remain in effect for the term of this Agreement. New provisions to supersede provisions so affected will be renegotiated at the request of either Party.

ARTICLE 2 - DEFINITIONS AND UNION RECOGNITION

2.1 Definitions

The term 'Employer' refers to the Canadian Union of Public Employees, Local 2278 and not to individual members thereof. The Personnel Committee of the Local, as defined in the Local's By-Laws, shall be considered the Employer's representative.

2.2 Union Recognition

The Employer recognizes the BC Union Workers' Union as the sole and exclusive bargaining agent for all employees of the Canadian Union of Public Employees, Local 2278 for whom they have been certified by the Labour Relations Board of British Columbia.

2.3 No other Agreements

No Employee will be required or permitted to make a written or verbal agreement with the Employer or its representatives, which conflicts with the terms of this Collective Agreement.

ARTICLE 3 - UNION DUES AND INFORMATION

3.1 Dues Check-off

The Union, on behalf of all employees within the bargaining unit, authorizes the Employer to deduct and pay out of the wages and or salary due to the employees, the appropriate initiation fees, union dues and assessments, as established by the Union.

3.2 Forwarding Dues

Deductions will be forwarded to the Treasurer of the Union or electronically transferred to the Union's account not later than the 15th of the month following the month for which the deduction was made accompanied by a detailed list of names of all employees in the bargaining unit and the amount of earnings and dues deducted.

3.3 T-4's

The Employer will indicate the monthly deduction of dues on each Employee's pay notification and will report on the Employee's T4 slip the total union dues deducted during the previous year by the time required by the *Income Tax Act* of Canada and its regulations.

ARTICLE 4 - UNION FACILITIES

4.1 Bulletin Boards

The Employer will provide space on a bulletin board where members of the bargaining unit are employed and such space will be designated as BC Union Workers' Union space. The Union will have the exclusive right to use this space to convey information to employees.

ARTICLE 5 - MANAGEMENT RIGHTS

5.1 Right to Manage

The right to manage operations and to direct employees is retained exclusively by the Employer except as this Agreement otherwise specifies.

5.2 Exercising Management Rights

In exercising its rights and in conducting its employment relations, the Employer shall act fairly, reasonably and in good faith.

ARTICLE 6 - DISCRIMINATION, HARASSMENT AND EMPLOYMENT EQUITY

6.1 Discrimination Defined

- (a) The Parties agree to abide by the *Human Rights Act* of British Columbia, its spirit and intent, as it relates to employment of members of the bargaining unit.
- (b) The Employer and the Union agree that there will be no personal or systemic discrimination, interference, restriction, or coercion exercised or practiced with respect to any member of the Bargaining Unit in the Employee's employment relationship by reason of the following: Indigenous identity, age, race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex or sexual orientation or gender identity of the Employee, or because that Employee has been convicted of a criminal or summary conviction offence that is unrelated to the Employee's employment, or by reason of any other prohibited grounds contained in the *British Columbia Human Rights Act*, nor by reason of membership in a trade union. It is understood that "personnel benefit programs" may make actuarial distinctions on the basis of age, and other lawful distinctions by mutual agreement.

6.2 Sexual and Personal Harassment

- (a) The Employer and the Union recognize the right of bargaining unit members to work in an environment free from sexual and personal harassment.
- (b) Any harassment complaint involving a member of the bargaining unit will be dealt with in a manner consistent with the provisions of the collective agreement.

6.3 Employment Equity

- (a) The Employer and the Union hereby acknowledge, recognize and support employment equity. The Parties agree to cooperate in the identification and removal of systemic barriers, if any, in selection, hiring, training and promotion. It is understood that none of the resulting actions will be at variance with the Collective Agreement unless mutually agreed between the Parties.

- (b) The Employer and the Union acknowledge that where targeted hiring is necessary the Union will be informed of the proposed position(s) to be filled and the result of the process.

ARTICLE 7 - LABOUR MANAGEMENT RELATIONS

7.1 Labour Management

- (a) The Parties shall establish a Personnel Committee, composed of no more than four representatives of the Union, and no more than four representatives of the Employer.
- (b) The Committee shall meet at least once during the Fall Term, once during the Winter Term and once during the Summer Session, or at the request of either Party for the purpose of discussing issues relating to the workplace and/or the administration of the Collective Agreement. The Committee shall not discuss grievances or changes to the Collective Agreement. The time and place of meetings shall be at the convenience of both Parties.
- (c) The Union will have the right at any time to have the assistance of representatives of the BC Union Workers' Union or any other advisors to the Union when dealing or negotiating with the Employer.
- (d) Employees representing the Union will have the right to attend meetings between the Employer and the Union held within working hours without loss of pay,

7.2 Collective Bargaining

For the purposes of negotiations, the number of representatives of the Union will not exceed six from the Union and no more than six representatives of the Employer.

ARTICLE 8 - DISCIPLINE

8.1 Just Cause

No Employee will be disciplined or discharged without just cause. The burden of proof of just cause lies with the Employer.

8.2 Confidentiality

The Employer agrees that a complaint against the Employee, whether or not it is recorded in the Employee's file, and any resulting disciplinary action shall be treated as confidential by the Employer until a resolution has been achieved. If discussion of the matter is necessary in a meeting, that meeting shall be in camera.

8.3 Progressive Discipline

Except in cases of gross misconduct, or serious insubordination, the principles of progressive discipline will be applied when performance is unsatisfactory. This will include a verbal warning, written warnings, suspension with pay and suspension without pay prior to discharge. At each stage prior to discharge, the Personnel Committee will explain the performance deficiency in detail, outline the standards of performance that are expected, and warn the Employee that failure to improve performance will result in further disciplinary action. No Employee shall be responsible for carrying out disciplinary actions.

8.4 Right to Have Union Representative Present

Except in cases of gross misconduct, or serious insubordination, there will be no decision to discipline an Employee until the cause for discipline has been discussed with the Employee by the Personnel

Committee. A decision to discipline an Employee beyond a verbal warning shall be made by the Personnel Committee as a whole. An Employee will be given at least 24 hours' notice of any meeting which may result in discipline beyond a verbal warning. The Employee will be advised that the Employee has the right to be accompanied by a Union representative, who will be present if so requested by the Employee.

In the event of gross misconduct, or serious insubordination the requirement for 24 hours' notice may be waived. The Employer will make a reasonable effort to have a Union representative present at any initial meeting.

8.5 Documentation of Discipline

Any disciplinary action taken beyond a verbal warning will be documented and form part of the Employee's confidential personnel record by the Employer. This written record of discipline will be provided to the Employee within three working days of the meeting at which the Employee is informed of the reasons for discipline, and will be copied to the Union. The Employee may also respond in writing, and this response will also be filed in the Employee's confidential personnel record.

8.6 Removal of Discipline

Any formal written record of discipline issued in accordance with Article 8.1 Just Cause shall be removed from the Employee's confidential personnel file after 12 months worked provided no other disciplinary offense was committed during that period that resulted in a written record of discipline, unless the original offense was of such a serious nature as to warrant a lengthy suspension [more than five days]. In the latter case, the request would be considered on its merits and, if denied, may be resubmitted annually.

ARTICLE 9 - SENIORITY

9.1 Definition and Accrual of Seniority

- (a) Seniority is defined as length of service from date of hire in the bargaining unit, where there has been no break in service of more than 12 consecutive months.
- (b) Seniority continues to accrue while on approved leaves of absence defined under Article 18 Leave for a maximum period of 12 consecutive months with the possibility of extension without loss of seniority or employment security.
- (c) Seniority rights expire when employment ceases due to voluntary resignation, retirement, discharge for cause, failure to return to work following an approved leave of absence, absence without leave for more than three consecutive work days, or an acceptance by the Employee of any severance payment.
- (d) Seniority shall prevail across the bargaining unit and all job categories.

ARTICLE 10 - COMPLAINTS AND GRIEVANCES

10.1 Definition of Grievance

A grievance will be defined as any difference or dispute arising between the Parties to this Agreement concerning the interpretation, application, administration, operation, or alleged violation of this Agreement.

10.2 Union May Institute Grievance

The Union and its representatives will have the right to originate a grievance on behalf of an Employee, or group of employees, and to seek resolution with the Employer in the manner provided in the Grievance Procedure.

10.3 Policy Grievance

Where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union or the Employer has a grievance, such dispute or grievance will be initiated at Step II.

10.4 Recognition of Union Stewards, Representatives and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances or potential grievances, the Employer acknowledges the role of Union Stewards, Representatives and the Union Grievance Committee in the grievance process. The Stewards will assist any Employee represented by the Union in preparing and presenting the Employee's grievance in accordance with the grievance procedure.

10.5 Carrying out Duties

The Employer agrees that Stewards will be given reasonable freedom of action in investigating grievances or potential grievances and discussing resolutions.

Every reasonable effort will be made to schedule the meetings required under this Grievance Procedure at mutually agreed times which do not conflict with scheduled work assignments. When this is not possible, an Employee, whether as a Griever, witness, or Union representative who is required to be absent from work will suffer no loss of pay and benefits to which the Employee would otherwise be entitled as a bargaining unit Employee.

10.6 Grievance Procedure

The Employer and Employee are encouraged to resolve complaints informally. An Employee should initiate discussion with the Employer within 10 working days of the Employee becoming aware of the occurrence or recurrence of the event giving rise to the issue. Any informal resolution of a complaint will be without prejudice or precedent with respect to the interpretation or application of the Collective Agreement. Failing settlement of the complaint, it may be taken up as a grievance by the Union according to the following procedure:

Step 1

- (a) The grievance shall be stated in writing and shall be submitted to the Chair of the Personnel Committee with a copy to all members of the Personnel Committee. The written grievance shall provide: i) a description of the grievance and the incidents(s), if any, from which the grievance arose; ii) a suggested remedy.
- (b) The Personnel Committee shall meet with the Employee within 10 working days. The Employee may be accompanied by an advocate of the Employee's choice; the Personnel Committee Chairperson may be accompanied by another member of the Personnel Committee.
- (c) After receipt of a written grievance, the Employer shall have a maximum of 10 working days in which to present a written reply to the Employee. Failing settlement, the grievance shall proceed to Step II within a maximum of 10 working days.

Step II

Step II will commence upon written notice from the Union to the Employer. The Employer Representatives and the Union Representatives will then have 20 working days in which to meet and attempt to resolve the grievance. If the grievance is resolved, a memorandum will be made of the agreement reached and signed by the representatives of each Party, and a copy will be made for each Party. If the grievance cannot be resolved, the union will, not later than 10 working days following the 20 working day time limit, signify in writing to the Employer its intention to invoke the arbitration procedure as set out in Article 11 Arbitration.

10.7 Time Limits

For any particular grievance, the time limits provided in the Grievance Procedure may be extended in writing, by mutual consent of both Parties. Such consent will not be unreasonably withheld.

10.8 Employees may be Present

Where required by the Union or Employer, the Grievor(s) will be permitted time off without loss of pay and benefits to attend to meetings with the Employer to resolve a grievance. The grievor may take part at any step in the grievance procedure as required by the union or the Employer.

10.9 Priorities

Any grievance involving harassment, suspension or dismissal may be initiated at Step II, at the discretion of the Union. A grievance involving health and safety may also be initiated at Step II.

10.10 Location of Grievance Meetings

The Employer will provide an appropriate room for grievance meetings.

10.11 Technical Objections to Grievance

No grievance will be defeated or denied by any minor technical objection.

ARTICLE 11 - ARBITRATION

11.1 Composition of Board of Arbitration

A single Arbitrator will be appointed by mutual agreement of the Parties within 20 days of notice by the Union under Step II of the grievance procedure, and will hear any unresolved grievance as soon as possible.

11.2 Failure to Appoint

Should the Parties fail to agree on an Arbitrator, the appointment shall be made by the Minister of Labour upon request of either Party.

11.3 Disagreement on Decision

Should the Parties disagree as to the meaning of the Arbitrator's decision, either Party may apply, within 10 working days, to the Arbitrator for a clarification of the decision.

11.4 Expenses of the Arbitrator

The expenses and compensation of the Arbitrator will be shared equally between the Parties.

11.5 Amending of Time Limits

Whenever a stipulated time is mentioned in the procedure above, it may be extended, in writing, by mutual consent of the Parties. Such consent will not be unreasonably withheld.

ARTICLE 12 - PICKET LINE

12.1 Right to Refuse

The Employer agrees that no Employee will be subject to discipline or dismissal for refusing to cross a picket line. Salary or wages shall not be deducted for any time not worked as a result of such refusal.

12.2 Work of Employees on Strike or Lockout Out

The Employer agrees that it will not request, require, or direct employees covered by the collective agreement to perform work resulting from lawful strikes or lock-outs that would normally have been carried out by those employees on strike or locked out.

ARTICLE 13 - POSTING OF POSITIONS AND APPOINTMENT PROCEDURES

13.1 Postings

- (a) Prior to posting a new or vacant position the Employer will offer additional hours, up to and including full-time, to existing part-time employees in the same classification or who are performing similar work.
- (b) Each vacancy in the bargaining unit shall be posted by notice board and email within the bargaining unit for five working days. If no qualified applicant from the bargaining unit applies, the job may be posted externally.
- (c) Where two or more internal applicants apply for a posting and all skills and abilities are considered equal, seniority shall be the determining factor.
- (d) When hiring new employees, staff will have an equal say in the decision-making process. No new employee will be hired without the approval of the President of the Union (or designate) and the senior member of staff (or designate).

13.2 Probation

A new Employee shall be on probation for the first six calendar months of employment, at the end of which a performance review will be conducted by the personnel committee. If the personnel committee finds upon this review that the Employee is not suitable, then the Employee may be released from employment with 48 hours' notice, or pay in lieu of notice. The Probation period may be extended by mutual agreement.

ARTICLE 14 - HOURS OF WORK AND SCHEDULING

14.1 Hours of Work

- (a) Full-time employees shall work an average of 70 hours per pay period.
- (b) Part-time employees shall work less than 70 hours per pay period. The Employer and employee will agree on the number of hours to be worked.

14.2 Administrative Coordinator

Hours of work for the Administrative Coordinator shall be flexible and determined by mutual agreement between the Employer and the Employee. The Administrative Coordinator can work part-time and the hours and days of work are determined by the Employee.

14.3 Remote Work

The Parties agree that employees may work remotely so long as such arrangements do not interfere with their ability to discharge their duties. Under normal circumstances, staff will make themselves available for in-person meetings at the request of the Employer and its members.

14.4 Overtime

- (a) Overtime shall be recognized as time worked in excess of 35 per week.
- (b) Employees will only work overtime in excess of 10 hours in a pay period when prior direction or approval has been established by the Employer and accepted by the Employee. The Employee will endeavor to inform the Employer in advance of potential overtime situations occurring. Work performed by the Employee over and above regular hours without prior approval of the Employer will be paid at overtime at the discretion of the Employer.
- (c) Overtime Rates shall be as follows:
 - Hours in excess of 35 per week to a maximum of 40 per week shall be paid at straight time.
 - Hours worked in excess of 40 per week will be paid at time and one-half up to 45 hours.
 - Hours in excess of 45 per week will be paid at double time.
- (d) An employee may elect to take overtime as:
 - cash; or
 - equivalent paid time off in lieu, to be taken at the rate the overtime was earned (e.g. one and one-half or two paid hours per hour of overtime worked); or
 - a combination of both.

ARTICLE 15 - RATES OF PAY

15.1 Pay Days

Each Employee shall be paid on a semi-monthly basis, based on the pay-scale in Appendix A Salaries.

ARTICLE 16 - TECHNOLOGICAL AND/OR ORGANIZATIONAL CHANGE

16.1 Definition/Notice

The Employer agrees to provide the Union with not less than 10 weeks' notice in writing of any plans or intention to introduce a measure, policy, practice or change that affects the terms and conditions of employment of employees covered by this agreement. The Union and the Employer may choose to waive the 10 weeks' notice by mutual consent.

16.2 Consultation

The Employer will consult with the Union representatives on the Personnel Committee as soon as reasonably possible with a view to minimizing the effect on employees in the bargaining unit.

16.3 Training

When the Employer introduces a technological change, the Employer shall provide proper training to the employees.

16.4 Severance

(a) If not applicable and/or practicable or in cases where the employee on notice chooses not to accept training under 16.3 Training, the employee shall inform the Employer in writing which of the following options they have selected:

- (1) lay off with recall rights for 12 months; or
- (2) termination of employment with severance pay and relinquishment of recall rights.

Selection of one option precludes selection of the other, and failure to make a selection will result in the employee being placed on the recall list.

(b) Severance pay will be based on the employee's average weekly wage in the last two months worked, exclusive of overtime, and will be calculated in accordance with the following formula:

- (1) for completed service of six months but less than one year, two weeks' pay,
- (2) for completed service of one year but less than three years, three weeks' pay,
- (3) each additional completed year of service, commencing at four years, an additional week's pay up to a maximum of 12 weeks' pay.

ARTICLE 17 - HOLIDAYS, VACATIONS AND BENEFITS

17.1 Statutory Holidays

(a) A self-identifying Indigenous employee may request up to two days of leave per calendar year without loss of pay to participate in ceremonial, cultural, or spiritual event(s). The leave may be taken in one or more blocks of time. For the purposes of this Article, a ceremonial, cultural, or spiritual event under this section includes any event that is significant to a self-identifying Indigenous Employee's cultural practices.

Leave under this provision is in addition to an Indigenous employee's entitlement to leave under 18.2 Compassionate Leave, as applicable.

Where a self-identifying Indigenous employee requires more than two days of leave for a ceremonial, Cultural, or spiritual event, the leave shall not be unreasonably denied. This additional leave is unpaid, however, and an Employee may draw from their available vacation and overtime banks, as applicable.

(b) No Employee will be required to work on any of the following holidays: New Year's Day, Labour Day, Good Friday, Thanksgiving Day, Easter Monday, Remembrance Day, Victoria Day, Christmas Day, Boxing Day, Canada Day, BC Day, Family Day, National Day for Truth and Reconciliation, nor on any day that the Employer declares as a day in lieu of any of the above holidays.

(c) Employees may request time off without pay for religious observance for a day which is not provided by statute. Such requests shall not be unreasonably denied.

(d) Employees required by CUPE 2278 to work on a statutory holiday will be paid double time.

17.2 Vacations

- (a) Employees shall be entitled to an annual vacation with pay on the following basis:
- (1) during the first 2 years of continuous employment, four weeks;
 - (2) after two years of continuous employment, five weeks;
 - (3) after five years of continuous employment, six weeks;
 - (4) after eight years of continuous employment, seven weeks;

The scheduling of vacation shall be by mutual consent.

- (b) In every year, vacation for 50% of each employee's entitlement for the up-coming year will be scheduled by March 1st of each calendar year.

An employee may carry over up to five days' vacation leave per vacation year except that such vacation carryover shall not exceed 10 days at any time. All vacation time not requested for scheduling or carryover by three months prior to the end of the vacation year will be scheduled by the Employer following consultation with the employee.

When unused vacation time is to be carried over from one year to the next, if more than two weeks of vacation is owed, two weeks will be paid out. If less than two weeks is owed, the Employee can elect to be paid out for that equivalent of less than two weeks or carry the time over into the next year.

- (c) A single vacation period which overlaps the end of a vacation year shall be considered as vacation for the vacation year in which it commenced. The portion of vacation taken subsequent to but adjoining the end of the vacation year shall not be considered as vacation carryover, nor as a seniority choice for the subsequent vacation year.

The Employer and the Employee may mutually agree that too much vacation time carried over will prove burdensome to the Employer and can negotiate a settlement of vacation time owing of more than two weeks to be paid out when an Employee is owed more than two weeks' vacation. Failing agreement, owed weeks of vacation will be carried over into the next year.

- (d) Notwithstanding the emergence of urgent issues presented by members in crisis, the Employer's office will be closed between December 24 and January 2. It is understood that employees will not be expected to perform regular work during this time, and this time off will not be taken from an employee's vacation time. Employees who are required to work in cases of urgent necessity shall not receive extra compensation.

17.3 Pension Plan

All eligible employees shall join the Pension Plan.

17.4 Benefits

In Lieu of the Employer providing health and welfare benefits to bargaining unit employees, each employee shall receive an amount equal to 23.85% of gross salary on each pay cheque.

ARTICLE 18 - LEAVE

18.1 Leave of Absence Without Pay

An Employee may apply for a leave of absence without pay for up to one year, with the possibility of an extension of up to an additional one year, without loss of seniority or employment security.

An Employee shall submit a request in writing to the Personnel Committee, normally no later than two months prior to the 1st day of the leave, stating the reasons for the leave. Requests submitted later than two months prior to the 1st day of the leave will be considered provided the Employee provides a reasonable explanation for the later request. The Employer shall reply within one month to such requests and shall make every effort to comply with the Employee's request for leave. Permission shall be obtained in writing from the Personnel Committee or its representatives. Refusals for such leave must be given in writing to the Employee with the reasons for refusal stated.

Upon return to work, the Employee shall be placed in his/her former position.

A leave of absence can be full-time or part-time.

18.2 Compassionate Leave

- (a) An Employee requiring compassionate leave will, on request, be granted up to five working days leave without loss of pay in case of the death of an immediate family member, close personal friend or individual permanently residing in the Employee's household. Where extensive traveling time is required, up to two additional working days will be granted on request.
- (b) Compassionate leave without loss of pay may be granted by the Employer under other reasonable circumstances (e.g. to attend to a family member or close personal friend who has suffered a serious injury or illness).
- (c) For self-identifying Indigenous employees, this leave will also be granted for the passing of an Elder close to them and/or the community, as well as any individual the Employee considers a close family member consistent with the cultural norms of their community (e.g. aunt, uncle).

18.3 Leave for Court Appearances

- (a) Employees who are required by law to serve as jurors or witnesses in any court will be granted leave of absence without loss of pay for this purpose. The Employee concerned will deposit with the Employer any pay rendered for such service, other than expenses, and will render an accounting of amounts received together with proof of service.
- (b) In cases where an Employee's private affairs have occasioned a court action, any leave of absence will be without pay.

18.4 Maternity/Parental Leave

Employees are entitled to maternity and parental leave in accordance with the *Employment Standards Act* and *Regulation*. Accordingly, employees are entitled to the following:

- (a) *Maternity Leave*
 - (1) A pregnant Employee is entitled to up to seventeen consecutive weeks of unpaid maternity leave. The maternity leave must start no earlier than thirteen weeks before the expected birth date of the child, and no later than the actual birth date. This leave must end no later than seventeen weeks after the maternity leave begins.
 - (2) An Employee who requests maternity leave after the termination of their pregnancy is entitled to up to six consecutive weeks of unpaid leave, which must be taken as of the date of the termination of the pregnancy and it must end no later than six weeks after that date.
 - (3) An Employee must apply for maternity leave in writing at least four weeks prior to the anticipated start date of their maternity leave.

(4) An Employee who requests maternity leave is entitled to an additional six consecutive weeks of unpaid leave if, for reasons related to the birth or the termination of the pregnancy, the employee is unable to return to work when the employee's maternity leave ends. A request for additional leave must be made in writing and the Employer may require medical documentation outlining the reasons for requesting the additional leave.

(b) *Parental Leave*

(1) A parent who takes maternity leave as set out in Article 18.4(b) is also entitled to up to sixty-one consecutive weeks of unpaid parental leave. This parental leave must begin immediately after the end of the employee's maternity leave. An employee's maximum combined maternity and parental leave is seventy-eight weeks of unpaid leave plus any additional maternity and/or parental leave under this article.

(2) A parent, other than an adopting parent, who did not take maternity leave, is entitled to sixty-two consecutive weeks of unpaid parental leave, which must begin within seventy-eight weeks after the birth of the child or children.

(3) An Employee who adopts a child is entitled to up to sixty-two consecutive weeks of unpaid parental leave, which must begin within seventy-eight weeks after the child or children are placed with the parent.

(4) An employee must apply for parental leave in writing to their supervisor at least four weeks prior to the proposed start date of their leave.

(5) If the child who the parental leave was taken for has a physical, psychological or emotional condition requiring an additional period of parental care, an employee who requests parental leave may request an additional five consecutive weeks of unpaid leave. A request for additional leave must be made in writing and the Employer may require medical documentation or other evidence of the employee's entitlement to this additional leave.

(6) When an employee decides to return to work after maternity and/or parental leave, they must provide the Employer with at least two weeks written notice of their return. On return from maternity and/or parental leave, the employee shall be placed in their former position. If their former position no longer exists, they shall be placed in a comparable position in their department.

(c) *Supplementary Benefits*

Supplementary top-up benefits for regular employees described in this Article are contingent on the Employee applying for the maximum Employment Insurance ("EI") benefits available to the Employee under the *Canada Employment Insurance Act*.

18.5 Sick Leave

Employees are entitled to 15 days per year sick leave with full pay. Such sick leave will be cumulative from year to year, up to a maximum of 130 days.

A medical certificate may be requested from the Employee where there would appear to be excessive use of sick leave or where there is a return to work after a prolonged absence from work due to illness. The cost, if any, for such requested medical certificate shall be borne by the Employer.

18.6 Right to Refuse Illegal Actions

It is agreed that employees have the right to refuse to undertake any action which the Employee reasonably expects could result in a fine or incarceration.

18.7 Compassionate Care Leave

Employees are entitled to Compassionate Care Leave as provided under the *Employment Standards Act* of British Columbia, as amended from time to time.

ARTICLE 19 - HEALTH AND SAFETY

Employees who believe that their work situation is unsafe may refuse to work in the situation until the safety problem has been corrected by the Employer, or until an investigation has determined that the situation is safe. Any investigation will be initiated by the Personnel Committee and conducted by a committee of one Union and one Employer appointees. If it is the unanimous opinion of the investigating committee members that the work situation is safe, the employees will return to their normal work duties. Employees may be assigned alternate work during the investigation.

ARTICLE 20 - EMPLOYMENT EXPENSES

20.1 Evening Work

Where an Employee is directed to work on Union business (e.g. mediation, arbitration or negotiations) in the evening (after 7 pm), after having worked at least six hours during the same day, a dinner allowance not to exceed \$25.00, subject to verification by receipt, shall be provided by the Employer.

20.2 Professional Development, Conventions, Conferences and Meetings

- (a) Each Employee shall be entitled to up to five days leave with pay per budgetary year to attend courses of instruction, conferences, seminars and/or workshops – referred to as Professional Development (PD) activities - that will assist the Employee in the performance of their duties. Unused professional development days may not be carried forward to subsequent years.
- (b) PD activities and costs shall be agreed to by mutual consent. Approval of any request for PD leave and funding will not be unreasonably withheld. The Employer shall contribute towards the cost of the PD activity(ies). The Employer shall advance and direct payment if necessary, otherwise the Employee shall be reimbursed by the Employer upon submission of receipts.
- (c) If an Employee terminates their employment within three months of receiving Professional Development Funds, such funds will be returned to the Employer by the Employee,
- (d) Where an Employee is required to attend a Convention, conference or meeting, the Employer shall provide transportation, accommodation and meals for the Employee on the same basis as member delegates. The time and costs related to participating in such required activities will not be deducted from the Employee's annual PD allocation.
- (e) Each Full-Time Employee shall have access to up to \$3,000 CAD to cover expenses related to professional development. This amount shall be prorated for a Part-Time Employee. Unused funds will be carried forward to a maximum of one year.
- (f) A year shall be defined as the budgetary year of the local (March 1 to February 28).

(g) Under normal circumstances, an Employee will be paid for a regular working day. Under exceptional circumstances (e.g., working conferences) the Employee may be paid an hourly wage, by prior mutual consent.

20.3 Transportation and Parking

(a) The Employer will pay each employee \$50.00 per month towards transportation and parking for expenses not covered under b, below.

(b) When an Employee is required to use their privately owned vehicle in the discharge of their duties, the Employee shall be paid the University mileage allowance for all University Staff plus documented parking receipts. This specifically excludes travel between the Employee's place of residence and the University campus.

(c) When the Employee is required to attend meetings, conferences or otherwise work away from their usual workplace, they shall receive travel expense compensation.

(d) Travel compensation will be determined by and be congruent with UBC's Policy #83.

20.4 Mobile Phone

The Employer will pay \$50.00 per month toward the Business Manager's mobile phone plan.

ARTICLE 21 - JOB DESCRIPTIONS

21.1 Job Descriptions

Job descriptions are set out in Appendix B. They shall not be changed, nor shall new duties be added to an Employee's job without the agreement of the Union.

21.2 New Position

Where the Employer wishes to create a new bargaining unit position not covered by Appendix B – Job Descriptions during the term of this Agreement, the job description shall be subject to negotiation between the Employer and the Union,

ARTICLE 22 - PERFORMANCE REVIEW

There will be annual performance reviews, to be arranged with the Personnel Committee. Performance reviews will not be used to discipline the Employee.

It is the responsibility of the Personnel Committee to provide advice and guidance to assist each Employee to achieve the objectives of the position. The purpose of the performance review is to identify and build on an employee's strengths, to point out areas for improvement or development, and to optimize performance. Performance review is intended to be a positive and productive process, to assist employees to further their career objectives.

ARTICLE 23 - CONDITIONS AND BENEFITS

All rights, benefits, privileges and working conditions which employees now enjoy, receive or possess as employees of the Employer, shall continue to be enjoyed and possessed in so far as they are consistent with this Agreement, but may be modified by mutual agreement between the Employer and the Union.

ARTICLE 24 - TERM OF AGREEMENT

24.1 Term of Agreement

This Agreement shall continue in full force and effect from March 1, 2022 until February 28, 2024.

24.2 Labour Relations Act of British Columbia

The Parties hereby agree to exclude the operation of Section 50 (2) and (3) of the *Labour Relations Code*.

24.3 Notice of Re-opening

Either Party to this Agreement may, not more than four months prior to the expiry date of this Agreement, notify the other Party, in writing, of its desire to negotiate a new or revised Collective Agreement.

24.4 Collective Bargaining

If notice of desire for changes has been given in accordance with Section 24.3 Notice of Re-opening above, the Parties shall, as soon as agreeable following such date of notice, meet for collective bargaining, the Employer being represented by a Bargaining Committee appointed by the Employer and the Union being represented by a Bargaining Committee as selected by the Union. Any agreement on changes arrived at and approved in such negotiations shall be binding on upon the Parties to this agreement. If such negotiations cannot be completed prior to the expiry date of this Agreement following the date on which such notice was given, any changes in compensation to employees shall nevertheless be retroactive to said expiry date.

24.5 Termination

Failing agreement by February 29, 2024, this Agreement will continue in force until:

- (a) commencement of a strike by the Union or a lockout by the Employer, as defined in the *Labour Relations Code* of British Columbia, or
- (b) a new Agreement is reached.

On behalf of CUPE Local 2278

On behalf of BC Union Workers' Union



Emily Cadger
President

Sonya Sabet-Rasekh
President, BCUWU



Gracey Buckholtz
Vice President

David Huxtable
Bargaining Committee Member

Sam Connolly
Component I Chair

Nigel Todd
Component II Chair

Lisa Koetke
Component III Co-Chair

Dated: _____

APPENDIX A – SALARIES

Position	Current	01-Mar-22	01-Mar-23
Business Manager Based on 1820 hours Annually	\$91,800.00	\$94,560.73	\$99,632.00
Administrative Coordinator Annual based on 16 hours/week or 832 annually	\$29,750.88	\$31,590.49	\$34,971.34

APPENDIX B – JOB DESCRIPTIONS

1. BUSINESS MANAGER

Duties and Responsibilities

The duties of the Business Manager include the following: functioning as a liaison with labour/management and university administration; grievance processing; attending to individual member's needs; negotiating collective agreements; managing the day-to-day business of the Union, representing the Union externally.

Reporting

The Business Manager shall report semi-annually to the Joint Executive Board at meetings held in April and November. The Business Manager's report shall include the finances of the Local Union,

2. ADMINISTRATIVE COORDINATOR

Duties and Responsibilities

The duties of the Administrative Coordinator shall include the general administrative duties relating to the administration of the Union. These shall include the day-to-day financial functions of the Union, the application of the Collective Agreement in terms of the general and yearly requirements of departments and faculties, keeping track of correspondence, coordinating with the Business Manager in pursuing the needs of the members and responding to requirements of the Executive Committees as they arise.

Reporting

The Administrative Coordinator shall report semi-annually to the Joint Executive Board at meetings held in April and November. The Administrative Coordinator's report shall include the finances of the Local Union.

**MEMORANDUM OF AGREEMENT #1
PENSION PLAN**

Within four weeks of ratification the Parties will arrange for both the BC Target Pension Plan and the CUPE and SEIU Multi-Sector Pension Plan to present information related to their plans and mutually agree on a single plan.

The Employer will make application to the agreed Pension Plan on behalf of existing employees for membership in the Pension Plan no later than September 1, 2020.

As of the date of a successful application to the Pension Plan the Employer will enrol all new employees who meet the eligibility requirements for membership in the Pension Plan. The Group RRSP program will not be available to new employees.

Eligibility

All existing regular employees will participate in the Pension Plan.

Contributions

The Employer will continue to contribute to the Group RRSP on a basis that matches the employee's contribution in accordance with Article 17.03 RRSP Matching Funds until such time as the Pension Plan is implemented.

The Employer and employees will each contribute seven percent of the employees' covered pay to the Pension Plan. Employees may at their own discretion make additional voluntary unmatched contributions to the Pension Plan.

Upon successful application to the Pension Plan:

- (1) Within 120 days all eligible employees will be enrolled in the Pension Plan.
- (2) The Employer will contribute all funds in accordance with the Pension Plan and applicable provincial legislation.

MEMORANDUM OF AGREEMENT #2

**Between CUPE Local 2278
and
BC Union Workers' Union**

Re: Retirement Support for Peter Lane

The Employer recognizes the longstanding and outstanding contribution of Peter Lane to CUPE 2278. The Union recognizes that the Employer is a democratic organization.

The Employer agrees to approach its membership with a proposal to establish a retirement support package for Peter, and, in the event of his death, his beneficiaries, for a period of no longer than 20 years.

The Parties agree that this proposal will go to the membership at the next General Membership Meeting of CUPE 2278, unless the Parties agree otherwise, but no later than the 2020 Annual General Meeting.

**MEMORANDUM OF AGREEMENT #3
MATERNITY LEAVE BENEFITS**

The Supplemental Employment Benefit (SEB) plan is to supplement the Employment Insurance Benefits received by workers for temporary unemployment caused by maternity leave, as per Article 18.4.

Employees must prove that they have applied for and are in receipt of Employment Insurance Benefits in order to receive payment under the plan. The Employer will verify the receipt of EI benefits by requiring the employees to submit proof of benefits.

The benefit level paid under this plan is set at ninety-five percent of the employees' regular weekly earnings; the Employer will pay the difference between ninety five percent of the employee's regular earnings and the amount of EI received by the employee. In any week, the total amount of SEB payments and the weekly rate of EI benefits will not exceed ninety five percent of the employees' weekly earnings. This SEB benefit will be paid for the duration of maternity leave EI benefits plus any statutory waiting period.

The employee's share of benefit plan premiums/contributions during the period of the maternity leave shall be deducted from the amount paid to the employee by the Employer under the provisions of the SEB Plan.

Any period of leave of absence beyond the period of maternity leave set out in the *Employment Standards Act* shall be without pay, and the employee shall be responsible for the prepayment of their share of any applicable benefit plan premiums/contributions in the Collective Agreement.

The employee shall make a written agreement with the University on a form (a copy of which is attached and forms part of this Memorandum of Agreement) which shall be signed by the employee in the presence of a representative of the Union and which provides the following: The employee shall make a commitment to return to work at the end of the leave and, where applicable, any additional leave of absence without pay.

The employee shall agree to repay to the Employer the gross benefit paid to the employee during the initial waiting period and the gross benefit difference which was paid to the employee for the balance of the leave, including the employee's share of any applicable benefit plan premiums/contributions which were deducted during the leave, if the employee fails to return to work, or resigns or is dismissed for just cause within six months of return to work.

Upon return to work after the leave, the Employer will pay to the employee 5% of their wages, at the time the leave began, for the initial waiting period and for the period of time EI Benefits were received. An employee may request to receive the SEB plan retroactively after the employee returns to work for six months of service after the leave.

MATERNITY/PARENTAL LEAVE REPAYMENT AGREEMENT

IN ACCORDANCE WITH Memorandum of Agreement #3 Maternity Leave Benefits:

I _____ after consulting with
(Employee)(please print)

a Union representative and having full understanding of my obligations, make the following agreement with the CUPE 2278. I agree that 95% of my maternity leave salary differential be paid to me during my leave of absence and the remaining 5% of my maternity leave salary differential be paid to me upon my return to work, rather than after completing six months' service following my leave of absence, and I agree to return to work and remain at work for a minimum of six months. If I return on a part-time basis, I agree

to fulfill the full-time equivalent ("FTE") of six months' work in order to retain the SEB payments I received. Should I fail to return to work, or having returned to work should I fail to complete six months' of service, (or the FT in the case of part time work), or if I resign, or if I am dismissed for just cause within six months of my return to work, or having returned to part-time work I am dismissed for just cause before I complete the FTE equivalent of six months' work, I agree to repay the Employer the gross salary received during the first two weeks of maternity leave including my share of the premiums/contributions which were deducted during the maternity leave, and I understand that under no circumstances will this repayment be pro-rated.

I understand that if I do not make the required repayment, I may be subject to legal action initiated by the Employer to regain such payments. If I receive notice from the Employer subsequent to my return that terminates my employment without cause, I will not be obligated to repay any portion of the SEB payments received.