

2019 – KPU-BCGEU Support Staff

between

KWANTLEN POLYTECHNIC UNIVERSITY (KPU)

("the Employers")

and

BRITISH COLUMBIA GOVERNMENT AND SERVICE EMPLOYEES' UNION ("BCGEU")

("the Union")

Offer for Settlement

DATE: June 12<sup>th</sup>, 2020

TIME: 3:30 p.m.

The following package of items is to be considered an Offer for Settlement (the Offer) submitted by the KPU to the BCGEU Bargining Unit for the renewal of the expired 2014-2019 collective agreement.

The Offer is presented in a package format. Any issue not included in the Offer from the original list of proposals submitted by either the Employer or the Union is deemed to be withdrawn. Where the Offer is not accepted as a whole, the Offer is withdrawn completely. Any issues left out of the Offer return to active bargaining status if this Offer is rejected. Any issues previously tentatively agreed to will retain that same status if this Offer is rejected.

All proposals are made subject to errors and omissiions. The Offer is advanced on a without prejudice basis to conclude the renewal of a Collective Agreement.

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Memorandum of Settlement

between

KWANTLEN POLYTECHNIC UNIVERSITY (KPU)

("the Employers")

and

BRITISH COLUMBIA GOVERNMENT AND SERVICE EMPLOYEES' UNION ("BCGEU")

("the Union")

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF KWANTLEN POLYTECHNIC UNIVERSITY, ACTING ON BEHALF OF KPU (hereinafter called "the Employer"), AGREE TO RECOMMEND TO THE KPU BOARD;

**AND**

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE BCGEU (hereinafter called "the Union"), AGREE TO RECOMMEND TO THE BCGEU MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING JULY 1, 2019 AND EXPIRING JUNE 30, 2022 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

**1. Previous Conditions**

All of the terms of the 2014-2019 Collective Agreement continue except as specifically varied below.

**2. Term of Agreement**

The term of the new Collective Agreements shall be for 36 months from July 1, 2019 to June 30, 2022 both dates inclusive.

**3. Effective Dates**

The effective date for all changes to the new Collective Agreement will be the date of ratification of this Memorandum of Agreement, unless otherwise specified.

**4. SCHEDULE "A"**

The Employer and the Association agreed to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Schedule "A".

**5. SCHEDULE "B"**

The Employer and the Association also agree to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Schedule "B".

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## 6. Ratification

The parties expressly agree that, upon the completed signing of this Memorandum of Agreement, the parties shall recommend the approval of this Memorandum to their respective principals and schedule the necessary meetings to ensure that their principals vote on the recommendations.

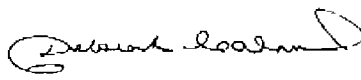
**This Memorandum of Agreement is also subject to ratification by the Post-Secondary Employers' Association Board of Directors.**

Signed this 15 day of June, 2020.


BARGAINING REPRESENTATIVES  
FOR THE EMPLOYER:

  
\_\_\_\_\_

Ron Buchhorn

  
\_\_\_\_\_

Deborah Carmichael

  
\_\_\_\_\_

Laurie Clancy

BARGAINING REPRESENTATIVES  
FOR THE ASSOCIATION:

  
\_\_\_\_\_

Shannon Murray

  
\_\_\_\_\_

Curtis Flaterud

  
\_\_\_\_\_

Monica Wyllie

## SCHEDULE A

### 1. Article 16.7 – Reporting Stations and Reporting to Work

#### 16.7 Reporting Stations and Reporting to Work

(b) Every employee covered by this Agreement shall be assigned a designated reporting station. ~~When temporarily assigned another work location, time spent in travel from the employee's residence to the new work location in excess of time normally spent in travel from the employee's residence to employee's designated reporting station shall be considered as time worked.~~

(c) When an employee's reporting stations ~~are~~ is to be changed, they shall be given a minimum of 30 calendar days' advance notice of such change.

### 2. Article 16.11 – Standby (new)

#### 16.11 Standby

(a) Where employees are required to stand by to be called for duty under conditions which restrict their normal off-duty activities, they shall be compensated at straight time in the proportion of one (1) hour's pay for each four (4) hour period of standing by. An employee designated by the Employer to stand by shall be immediately available for duty during the period of standby at a known telephone number. No standby payment shall be made if an employee is unable to be contacted or to report for duty when required.

(b) Where possible, standby will be signed up on a voluntary basis and preference will be determined based on seniority as well as knowledge, skills, and abilities.

(c) When an employee on standby is called in to work, they will be compensated in accordance with Article 18.10.

### 3. Article 18.3 – Authorization of Overtime (new)

#### 18.3 Authorization of Overtime

An employee who is required to work overtime shall be entitled to overtime compensation when the overtime worked is authorized in advance by the Employer.

Notwithstanding the foregoing, the Employer and the Union recognize that the nature of the work carried out by persons in some positions is such that it may not be possible for the employee to obtain prior authorization for the necessary overtime work. In such cases the employee shall use their discretion in working the overtime; however, such discretion shall be limited to one hour and have been considered authorized by the Employer in advance.

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The Employer reserves the right, subject to the grievance procedure, to determine the legitimacy of the overtime claimed. In order to facilitate a fair and reasonable administration of the clause, the Employer will draw up regulations defining the circumstances under which an employee may undertake overtime work without prior authorization. Copies of these regulations will be supplied to the Labour/Management Relations Committee.

*[renumber articles afterwards]*

4. Article 18.5 – Overtime

**18.5 Overtime Pay**

(c) Employees shall have the option of receiving pay ~~cash~~ for overtime compensation or equivalent compensating time off in lieu of being paid, to a limit of 70 hours.

(e) Any overtime due at year end for that calendar year, or prior to terminating employment, shall be paid out ~~in cash~~.

5. Article 21.2 – Extended Health Benefits

**21.2 Extended Health Benefits**

**Effective July 1, 2020:**

(a) Employees will be reimbursed a total of \$100 ~~\$75~~ every ~~two years~~ 24 consecutive months for vision exams.

(b) Extended Health Benefits

(1) Total lifetime coverage level will be unlimited.

(2) Hearing aid benefit claims will be to a maximum of \$1000 ~~\$600~~ every ~~five years~~ 60 months.

(3) ~~Vision care benefit claims will be to a maximum of \$250 every two years. Effective January 1, 2018~~ Vision care benefit claims will be a maximum of \$650 ~~\$500~~ every ~~two years~~ 24 consecutive months.

***While not to be included in the collective agreement, effective July 1, 2020 the Parties agree that the Extended Health Benefit Plan will be amended such that coverage under the psychologist provision to include registered clinical counsellor.***

6. Article 21.3 – Group Life and Accidental Death & Disability

**21.3 Group Life and Accidental Death & Disability**

(a) All regular employees shall participate in a mutually agreed upon group life plan which shall provide for benefits as follows. The cost of the premium shall be borne by the Employer.

(1) twice annual salary for employees under 65;

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- (2) once annual salary for employees 65 or over;  
(23) accidental death and dismemberment coverage is an amount equal to (1) or (2) above.

7. Article 21.4 – Short-Term Indemnity Plan and Long-Term Disability Insurance

**21.4 Short-Term Indemnity Plan and Long-Term Disability Insurance**

Benefit Coverage:

- (a) Short-Term Indemnity Plan:

Seventy-five percent of weekly earnings to a maximum of \$900 per week. **Effective July 1, 2021 the maximum will increase to \$1,100 per week.**

8. Article 21.5 – Dental Plan

**21.5 Dental Plan**

- (b) ~~Sixty percent~~ **Effective July 1, 2021, 75%** of major treatments such as crowns, bridges and dentures;

- (c) ~~Sixty percent~~ **Effective July 1, 2020, 60%** of orthodontic treatment to a maximum of \$3,500 per employee and their dependant(s) between the ages of 6-17 inclusive.

***While not to be included in the collective agreement, effective July 1, 2021 the Parties agree that the Dental Plan will be amended such that coverage for major treatments such as crowns, bridges and dentures will be increased from a maximum of \$1,000 per year to a maximum of \$2,500 per year.***

9. Article 22 – Staff Training and Development

**22.2 Funding**

- (a) **Effective April 1, 2020** the Employer shall, at the beginning of each fiscal year, allot **\$100** ~~\$75~~ per regular employee to fund staff training and development during the fiscal year.

10. Article 23 – Professional Development for Specialized Positions

**23.2 Funding**

- (a) **Effective April 1, 2020** the Employer shall provide **\$40,000** ~~\$23,775~~ per fiscal year for this purpose.

11. Article 29 – Work Clothing

**29.1 Supply of Work Clothing**

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(c) Regular and posted auxiliaries with an indefinite term appointment required by the Employer or by WorkSafeBC regulations to wear safety footwear will be reimbursed up to a maximum of \$150 ~~\$120~~ per calendar year.

(d) Except as noted in (c) above, auxiliary employees, who are required by the employer or by WorkSafeBC regulations to wear safety footwear, who have achieved 910 hours in a previous calendar year will be reimbursed up to a maximum of \$150 ~~\$120~~ per calendar year.

~~(e) The entitlement to this benefit for posted and non-posted auxiliary employees will come into effect July 1, 2015.~~

## 12. Article 31.1 – Job Postings

### 31.1 Job Postings

(b) When a vacancy occurs which the Employer intends to fill, it shall be posted as outlined in (a) above, except as follows:

~~(c) (4) If the temporary vacancy not exceeding 90 calendar days is not filled by the provisions of (b)(2) and (b)(3) above, it will be assigned to an employee in the auxiliary pool who shall be called in order of seniority, provided they have the qualifications, ability and experience to do the work, as determined by Human Resources. Auxiliary employees will be given at least 24-hours to respond to any call for work. Extension to this 90 calendar day period requires prior approval of the Union in writing.~~ regular employee in the same department and/or work area it shall be posted.

## 13. Article 31.1 – Job Postings

### 31.1 Job Postings

~~(d) (c)~~ It is understood that regular post probationary employees who are successful in applying to full-time or part-time temporary positions in another area will have their former position protected for a period of up to 18 consecutive months. Employees who choose to pursue a temporary posting in other areas for longer than 18 consecutive months shall be subject to Article 15 should their position no longer be available at the conclusion of their temporary posting. An employee who is in a temporary posting but whose former position has been filled will maintain their regular status until such time they are subject to the provisions of Article 15.

## 14. Article 32.5 – Retroactivity

### 32.5 Retroactivity

Requests for reclassification will not be retroactive beyond the date of the lodging of such a request. Any changes to the salary rate for the reclassified position shall become effective the first day of the month following the date in which the request was received by the Joint Job Evaluation Committee. An employee's increment date will not be affected by a change in the reclassification of their position. ~~In the~~

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~~event a reclassification request results in a newly established increment date, the provisions of Clause 35.4 will apply based on the effective date of the reclassification.~~

15. Article 35.4, 35.6 & 35.7

**35.4 Wage Increments**

(e) An employee who has attained a higher step than A and subsequently posts into a position of the same or lesser salary range will maintain their current step placement in the newly applicable salary range. When the position is a higher paying position Article 35.7 will apply.

Except for (d) above, auxiliary employees who have attained a higher step than A<sub>2</sub> who subsequently post into a regular position will be placed on the applicable pay level and step based on the following criteria:

<b>Number of Hours worked as an Auxiliary</b>	<b>Step Placement on the applicable pay level</b>
0—1820	A
1821—5460	B
5461+	C

~~(f) ——— A regular employee who posts into another temporary position or performs auxiliary work that is not the same work as their primary position will not have the hours accrued in the temporary or auxiliary position count towards their advancement to the next increment in their primary position. A regular employee who performs work as an auxiliary will receive Step A of the applicable salary scale.~~

**35.6 Substitution Pay**

(d) All substitution hours worked by an employee ~~within the employee's home department~~ will be considered as time worked in the regular position for advancement to the next increment.

**35.7 Rate of Pay on Promotion or Reclassification**

(a) When an employee is promoted ~~or reclassified~~ to a higher paying position, the employee will receive the rate for the position of a single salary, or, in the case of positions on a salary range, will receive ~~the rate~~ in the salary range which is one step higher than the employee's previous rate or the minimum of the new range, whichever is greater.

(b) When an employee's position is reclassified the employee will maintain their current increment step.

16. Article 35.5, Wages

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### 35.5 Wages

All wage scales for classifications or positions in Appendix A shall be increased as follows:

July 1, 2015*	1.0%
May 1, 2016*	Economic Stability Dividend**
July 1, 2016*	0.5%
May 1, 2017*	1.0% plus Economic Stability Dividend**
July 1, 2017*	0.5%
May 1, 2018*	1.0% plus Economic Stability Dividend**
July 1, 2018*	0.5%
May 1, 2019*	1.0% plus Economic Stability Dividend**
<b>July 1, 2019</b>	<b>2%</b>
<b>July 1, 2020</b>	<b>2%</b>
<b>July 1, 2021</b>	<b>2%</b>

The new rates shall be rounded to the nearest whole cent or dollar as applicable.

These wage increases shall apply to all current employees who are members of the bargaining unit.

\* Effective the first day of the first full pay period after this date.

\*\* See Memorandum of Understanding 2 on the Economic Stability Dividend (ESD).

### 17. Article 36.3 – Loss of Seniority

#### 36.3 Loss of Seniority

Auxiliary employees shall lose their seniority in the event that:

- (a) they are discharged for just cause;
- (b) they voluntarily terminate or abandon their employment with the University;
- (c) they are on layoff for more than six months;
- (d) they are unavailable for or decline work on three separate occasions in the calendar year, with exceptions for the following:**
  - (1) absence on a WCB claim;**
  - (2) maternity leave, parental leave or adoption leave;**
  - (3) leave to participate in activities of a Reserve Component of the Canadian Armed Forces;**
  - (4) illness; proof of illness may be required if the absence is greater than five (5) days or where it appears a pattern of consistent or frequent absence is developing;**
  - (5) illness of, or inability to obtain child care for a dependent child of an auxiliary employee, where no one other than the employee can care for the child. Proof of illness or inability to obtain child care may be required if a pattern of consistent absence is developing;**
  - (6) Union leave per Clause 3.10 – Time Off for Union Business;**
  - (7) jury duty;**
  - (8) medical or dental appointments;**
  - (9) periods of pre-approved unavailability for the purposes of unpaid vacation.**

### 18. Article 37.1 – Duration

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### **37.1 Duration**

This Agreement shall be binding and remain in effect to midnight, June 30, ~~2022~~ 2019.

### **19. Article 37.2 – Notice to Bargain**

#### **37.2 Notice to Bargain**

(a) This Agreement may be opened for collective bargaining by either party giving written notice to the other party on or after February 28, ~~2022~~ 2019, but in any event not later than midnight May 31, ~~2022~~ 2019.

(b) Where no notice is given by either party prior to May 31, ~~2022~~ 2019, both parties shall be deemed to have been given notice under this section on May 31, ~~2022~~ 2019 and thereupon Section 38.3 of this article applies.

### **20. Article 37.6 – Effective Date of Agreement**

#### **37.6 Effective Date of Agreement**

Except where otherwise specified the provisions of this Agreement shall be in effect from July 1, ~~2019~~ 2010.

### **21. Appendix A – Wages**

- Effective July 1, 2019, all annual rates of pay in Appendix A of the collective agreement which were in effect on June 30, 2019 shall be increased by two percent (2%).
- Effective July 1, 2020, all annual rates of pay in Appendix A of the collective Agreement which were in effect June 30, 2020 shall be increased by two percent (2%).
- Effective July 1, 2021, all annual rates of pay in Appendix A of the collective Agreement which were in effect June 30, 2021 shall be increased by two percent (2%).

The new rates shall be rounded to the nearest dollar. These wage increases shall apply to all current employees who are members of the bargaining unit on the date of ratification.

### **22. Letter of Understanding 1 – Co-op Ed Student Training Program Placement**

#### **LETTER OF UNDERSTANDING 1**

##### **Co-op Ed Student Training Program Placement**

The parties recognize the advantages in assisting students in obtaining practical work experience as part of cooperative education. In recognition, this Agreement will establish the salary rate and working conditions for Co-op Ed students hired to work at the University.

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1. This Agreement will apply to students registered in a recognized Cooperative Education Program at a participating post-secondary institution.

2. A Co-op Ed Student Training Committee composed of one appointee from the Union and one from the University will review the applications for placing Co-op Ed students, and monitor the students once placed to ensure that the work being performed does not include the majority of the principal duties covered by an existing job description in the bargaining unit.

The Co-op Ed Student shall be paid:

**(a) Base rate – the minimum wage as set by the Province of British Columbia**

**With one (1) year of post-secondary education – Base Rate plus 8%**

**With a post-secondary degree or diploma – Base Rate plus 21%**

~~Base Rate – \$10.25~~

~~With one year of post secondary education – \$11.07~~

~~With a post-secondary degree or diploma – \$12.40~~

(b) Health and Welfare - 50¢ per hour

(c) Vacation at 4% of regular earning

3. The parties agree that Co-op Ed students employed and paid as per this Agreement will be considered auxiliary employees and receive the appropriate benefits as per the Collective Agreement, but will not be subject to or affected by layoff and recall provisions in the Collective Agreement. Co-op Ed students, as auxiliary employees, shall be considered terminated for just cause upon completion of the term of employment and shall not retain seniority.

4. No Co-op Ed student will be hired when regular employees are on layoff who have the qualifications and experience to perform the work. Auxiliary employees will not be displaced by the University as a result of the employment of Co-op Ed students.

5. The standard hours of work for Co-op Ed students will be seven hours per day and 35 hours per week. These hours may be varied by mutual agreement between the Union and the Employer provided that the Co-op Ed Student does not work more than 10 hours in one day and 70 hours in a biweekly period. Notwithstanding the above, there will be a maximum of 10 students employed university-wide at any one time with the maximum duration of any one (1) placement or work experience not exceeding four months. **Where the Employer can demonstrate an educational requirement for more than 10 students at any one time the Union will grant agreement for additional coop students.**

6. The Employer shall maintain a list of Co-op Ed students employed University-wide and provide a copy to the Bargaining Chair once per semester.

**23. Letter of Understanding 5 – Market Value Stipends**

*Letter of Understanding 5 shall be amended to reflect the following positions requiring stipends:*

**Effective July 1, 2019:**

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Stipend (Annual)	Position Title
\$7,000	Network Administrators
\$10,000	Clinical Placement Facilitators Lab Instructors, Nursing Nursing Instructional Associates Programmer Analysts <b><u>Senior Network Specialist</u></b>
\$12,000	Senior Network Administrators <b><u>Senior Research Analyst</u></b> <b><u>Senior Security Analyst</u></b> Web Administrators
\$14,000	Database Administrators Network Analysts Project Leaders

**Effective July 1, 2020:**

Stipend (Annual)	Position Title
\$7,000	Network Administrators
\$10,000	Clinical Placement Facilitators <b><u>Educational Media Strategist</u></b> Lab Instructors, Nursing <b><u>Learning Technology Support Analyst</u></b> Nursing Instructional Associates Programmer Analysts Senior Network Specialist
\$12,000	Senior Network Administrators Senior Research Analyst Senior Security Analyst Web Administrators
\$14,000	Database Administrators Network Analysts Project Leaders

**Effective July 1, 2021:**

Stipend (Annual)	Position Title
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\$7,000	Network Administrators
\$10,000	Clinical Placement Facilitators Educational Media Strategist Lab Instructors, Nursing Learning Technology Support Analyst Nursing Instructional Associates Programmer Analysts <b>Senior Buyer</b> Senior Network Specialist
\$12,000	Senior Network Administrators Senior Research Analyst Senior Security Analyst Web Administrators
\$14,000	Database Administrators Network Analysts Project Leaders

**24. [New] LETTER OF UNDERSTANDING 8**  
**Re: Employee Recruitment and Retention Working Group**

**During the life of the agreement the parties agree to meet and discuss ways of eliminating stipends and incorporating them into a grid that is comparable to other agreements in the sector.**

**25. [New] LETTER OF UNDERSTANDING 9**  
**Annual Allowance – Hard to Recruit Support Staff Positions**

**It is expected that over the life of the next collective agreement, post-secondary education will continue to face recruitment and retention challenges for positions requiring specialized expertise. The parties to this agreement recognize a fresh approach is needed to recruit and to retain incumbents into hard to recruit positions.**

**The Service Improvement Allocation presents an opportunity to address these recruitment and retention challenges through the creation of a Hard to Recruit allowance. Not all support staff positions are defined as hard to recruit.**

**Hard to recruit positions are those where:**

- **The Job Description requires specialized qualifications;**
- **Services to students are negatively impacted;**
- **There are demonstrated recruitment or retention issues that can be objectively determined using data such as, but not limited to, time to fill, vacancy rates and turnover;**
- **The issue is wage-related;**
- **Other options to mitigate recruitment and retention pressures have been considered; and**

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- Relevant market data from the appropriate market comparators is available.

Hard to recruit positions will be reviewed annually during the life of the collective agreement 2019 - 2022, by a Union/Employer committee comprised of no more than four members appointed by each parties' respective bargaining committees; additional positions may be deemed eligible for the allowance, subject to funding.

The amount allocated by Kwantlen Polytechnic University for this initiative each year will be in accordance with the following schedule:

- July 1, 2020: \$44,000
- July 1, 2021: \$79,000

Any Funds which remain unallocated at the end of a fiscal year will be transferred to the Professional Development for Specialized Positions Fund under Clause 23.2. The Intention is for all funds to be allocated by July 1, 2022. Incumbents working in full-time assignments receive the full amount. Those in part- time assignments receive a prorated amount, which is based on an FTE ratio. The amount of the allowance is calculated by multiplying the FTE ratio by amount of the allowance.

Within thirty (30) days of ratification, the University will meet with the Labour/Management Relations Committee to discuss what positions are hard to recruit. Final decisions about which job positions are deemed hard to recruit and therefore eligible to receive the allowance will be determined by the Labour/Management Relations Committee.

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## SCHEDULE B

Items previously agreed and signed off between the parties during these negotiations in the renewal of the 2014-2019 KPU BCGEU Collective Agreement.

#	Article / Description	Signed
1	Housekeeping re: Superannuation and Gender Neutral	October 28, 2019
2	Article 1.4 Singular Terms	October 16, 2019
3	Article 2.5 Travel Status	October 16, 2019
4	Article 2.7 Common-law Spouse	October 29, 2019
5	Article 3.1 Bargaining Unit Defined	October 31, 2019
6	Article 3.2 Bargaining Agent Recognized	October 28, 2019
7	Article 5 Check-off of Union Dues	October 28, 2019
8	Article 11.7 Investigator Hearing	October 30, 2019
9	Article 11.9 Expedited Arbitration	October 31, 2019
10	Article 14 Seniority	October 28, 2019
11	Article 16.8 Hours of Work	October 28, 2019
12	Article 16.10 Campus Closures	October 30, 2019
13	Article 18.1 Definitions	October 16, 2019
14	Article 18.6 Overtime Meal Allowance	October 28, 2019
15	Article 18.12 Travel Time Pay	October 16, 2019
16	Article 20.7 Approved Leave of Absence With Pay During Vacation	October 28, 2019
17	Article 21.4 (STD/LTD) & 21.5 (Dental Plan)	October 16, 2019
18	Article 21.9 Leave Report	October 30, 2019
19	Article 22.5 University Study Benefits	October 30, 2019
20	Article 25.1 Compassionate Care Leave	October 29, 2019
21	Article 25.3 Full-Time Union or Public Duties	October 28, 2019
22	Article 25.6 Family Illness	October 29, 2019
23	Article 25.8 Special Leave	October 29, 2019
24	Article 25.9 General Leave	October 29, 2019
25	Article 25.12 Leave without Pay	October 31, 2019
26	Article 26 Maternity / Parental Leave / SEB	October 30, 2019
27	Article 28 Safety & Health	October 31, 2019
28	Article 31.2 Information in Postings	October 16, 2019
29	Article 35.1 Equal Pay	October 16, 2019
30	Article 35.9 Mileage Allowance	October 29, 2019
31	Article 35.10 Meal Allowance	October 29, 2019
32	Article 36.2 Auxiliary Seniority	October 30, 2019
33	Article 36.10 Entitlement to Benefits	October 29, 2019
34	Appendix B List Of Arbitrators	October 29, 2019
35	LOU #2 Student Assistants	October 28, 2019
36	LOU #3 & LOU #4	October 16, 2019
37	LOU #6 Laboratory/Shop Hours	October 30, 2019
38	LOU #7 Medical Premiums	October 28, 2019
39	MOU 2 Economic Stability Dividend - delete	October 31, 2019

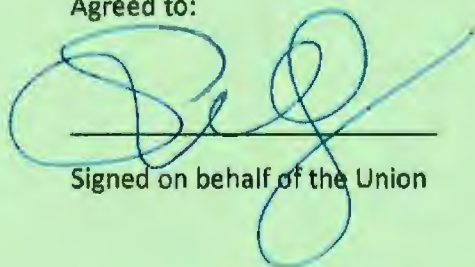
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**Housekeeping**

The collective agreement will be formatted using the BCGEU standard formatting template (attached).

- Any reference to Superannuation to be changed to Municipal Pension Plan (MPP)
- Move to gender neutral language
  - "she/he" changes to "they" ..... occurrence
  - "herself/himself" changes to "the employee" .....occurrence
  - "her/him" changes to "them" ..... occurrence
  - "Mother" changes to "birth parent" .....occurrence

Agreed to:

  
Signed on behalf of the Union

Signed on behalf of the Employer

Dated: Oct 28, 2019



**LETTER OF UNDERSTANDING**

Between

**Kwantlen Polytechnic University (KPU)**

and the

**B.C. Government and Service Employee's Union (BCGEU)**

**Re: Article 1.4**

The parties agree to the following amendments to Article 1.4 in the Collective Agreement:

**1.4 Gender and Singular Terms**

{a} The words employee or employees are used throughout this Agreement for convenience only and the same shall be construed as meaning and including all employees ~~of both the feminine and masculine genders.~~

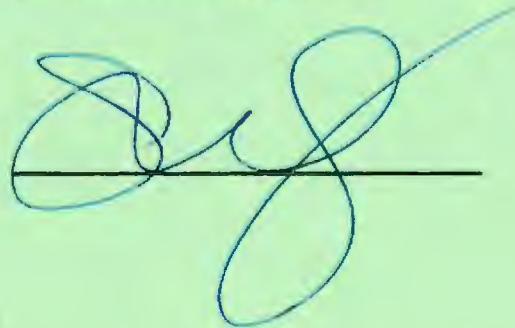
{b} Wherever the singular term employee is used herein, the same shall be construed as meaning and including the plural.

Agreed to:

**On behalf of KPU**



**On behalf of the BCGEU**



Date: Oct. 16/19

**LETTER OF UNDERSTANDING**

Between

Kwantlen Polytechnic University (KPU)

and the

B.C. Government and Service Employee's Union (BCGEU)

**Re: Article 2.5**

The parties agree to the following amendments to Article 2.5 in the Collective Agreement:

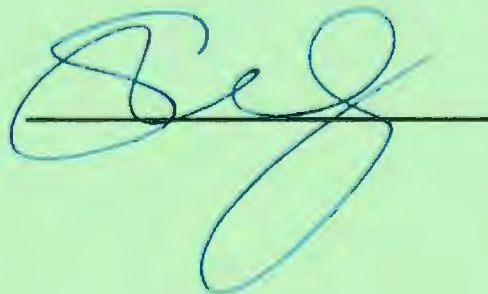
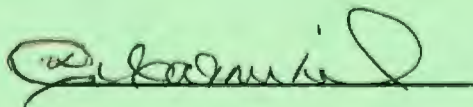
**2.5 Travel Status**

Travel by an employee **as defined by Policy FM5, Business and Travel Expense,** ~~outside the University region on University business, where authorization for such travel has been requested in advance on the appropriate form, and approved by the University.~~

Agreed to:

On behalf of KPU

On behalf of the BCGEU



Date: Oct. 16/19

LETTER OF UNDERSTANDING

Between

Kwantlen Polytechnic University (KPU)

and the

B.C. Government and Service Employee's Union (BCGEU)

Re: Article 2.7

The parties agree to the following amendments to Article 2.7 of the Collective Agreement:

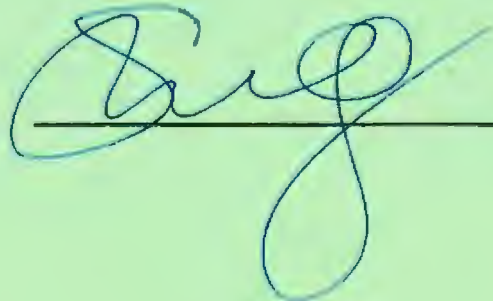
**2.7 Common-law Spouse**

For the purposes of Clauses 25.1 Compassionate Care Leave, 21.2 Extended Health Benefits and 21.4 Short-Term Indemnity Plan and Long-Term Disability Insurance, the term common-law spouse means a person who resides with the and employee in a common-law relationship which shall be defined as a relationship wherein two persons of the same or opposite sex cohabit includes the person who has, for at least 12 months, been continuously living with the Employee in a role like that of a marriage partner, for a period of at least one year as if husband and wife and whereby there is a mutual agreement between such persons that said relationship is a permanent relationship, exclusive of all other relationships. The period of co-habitation may be less than 12 months where the employee has claimed the common-law spouse's child/children for taxation purposes.

Agreed to:

On behalf of KPU

On behalf of the BCGEU



Date: Oct. 25/19



**ARTICLE 3 - UNION RECOGNITION AND RIGHTS****3.1 Bargaining Unit Defined**

(a) The bargaining unit shall comprise all employees included in the bargaining unit as described in the certification issued by the Labour Relations Board of British Columbia, except positions excluded by mutual agreement between the parties or excluded by the Labour Relations Board of British Columbia.

~~(a) The question of inclusion or exclusion of a new position created by the Employer will be negotiated with the Union prior to any posting of the position. In the event the parties cannot agree, the question of inclusion or exclusion may be referred to the relevant labour relations legislation. Where the parties fail to agree and pending a decision from the relevant body administering the labour relations legislation, the position may be filled and worked.~~

~~The Employer will provide the Union with a copy of the organizational chart for the immediate branch or program where the position is located, a copy of the position's job description and a copy of the job description for the position which supervises the position in question.~~

~~(b) If an existing position is changed, such that the Union has concerns about its status, the information as described in (a) above will be supplied upon request. In the event the parties cannot agree, the question of inclusion or exclusion may be referred to the relevant labour relations legislation. Where the parties fail to agree and pending a decision from the relevant body administering the labour relations legislation, the position may be filled and worked in the jurisdiction in which the position is currently contained.~~

(b) Where the Employer seeks to exclude a position from the bargaining unit, it shall notify the Union in writing.

(c) The Employer will provide to the Union a copy of the organization chart for the immediate branch or program where the position is located, a copy of the position's job description and a copy of the job description for the position which supervises the applied for position.

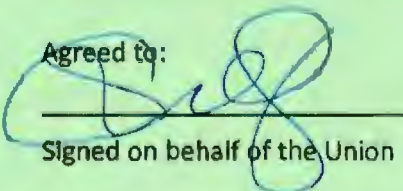
(d) The parties will then commence discussions with a view to reaching a mutually agreeable resolution to the exclusion status of the position.


(e) If no agreement is reached or if no response is received from the Union within 30 days of the date of notification in (b) above, the Employer may refer the matter to the Labour Relations Board for adjudication by either party.

(f) Where it becomes necessary to fill a new position in dispute, the incumbent will not be considered in the bargaining unit until determination is made by the Labour Relations Board.

(g) Established or upgraded position in the bargaining unit shall not be excluded except by mutual agreement or a decision of the Labour Relations Board.

Agreed to:

  
Signed on behalf of the Union

  
Signed on behalf of the Employer

OCT 31/15  
Date

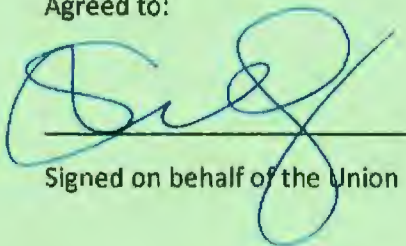
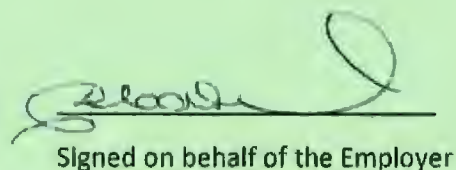
Agreed To  
MoveUP/stm

October 31, 2019  
E&OE

**ARTICLE 3 - UNION RECOGNITION AND RIGHTS****3.2 Bargaining Agent Recognized**

The Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees to whom the certification issued by the Labour Relations Board on December 20, 1974, and amended by the Labour Relations Board September 4, ~~1981~~ **2008**, applies.

Agreed to:

  
Signed on behalf of the Union  
Signed on behalf of the EmployerDated: Oct 28, 2019



**ARTICLE 5 - CHECK-OFF OF UNION DUES**

(a) The Employer shall, as a condition of employment, deduct from the wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, and upon receipt of proper authorization, the amount of the regular monthly dues payable to the Union by a member of the Union in the next appropriate pay period following receipt of such authorization.

An employee shall, as a condition of continued employment, complete an authorization form providing for the deduction from an employee's monthly wages or salary the amount of the regular monthly union dues payable to the Union by a member of the Union.

The Union may by written demand require the Employer to dismiss an employee who refuses to authorize a deduction in favour of the Union. At least one month's notice to the Employer will be given.

(b) The Employer shall deduct from any employee who is a member of the Union any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union.

(c) Deductions shall be made from each normal pay owing to the employee and membership dues or payments in lieu thereof shall be considered as owing in the month for which they are so deducted.

(d) All deductions shall be remitted to the President of the Union not later than 28 days after the date of deduction and the Employer shall also provide a list of names as well as classifications of those employees from whose salaries such deductions have been made, together with the amounts deducted from each employee.

(e) Before the Employer is obliged to deduct any amount under Section (a) of this article, the Union must advise the Employer in writing of the amount of its regular monthly dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the President of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.

(f) From the date of the signing of this Agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other monies deducted by the Employer from the pay of the employees in the bargaining unit.

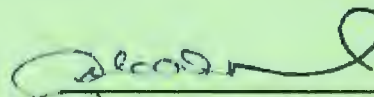
(g) The Employer shall supply each employee, without charge, with a receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous year. Such receipts shall be provided to the employees prior to March 1 of the succeeding year.

(h) The Employer will provide to the Union on a quarterly basis a report of employees who have ceased employment and the Record of Employment (ROE) Code used in Block 16 of the ROE form for each of those employees.

Agreed to:

Signed on behalf of the Union

Dated: Oct 28, 2019



Signed on behalf of the Employer

**LETTER OF UNDERSTANDING**

Between

Kwantlen Polytechnic University (KPU)

and the

B.C. Government and Service Employee's Union (BCGEU)

**Re: Article 11.7**

The parties agree to the following amendments to Article 11.7 of the Collective Agreement:

**11.7 Investigator Hearing**

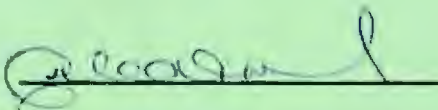
If a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any questions as to whether a matter is arbitrable, during the term of the Collective Agreement ~~Jean Gordon or Colin Taylor, subject to their availability, or another~~ an investigator agreed to by the parties, shall with mutual agreement:

- (a) investigate the difference;
- (b) define the issue in the difference;
- (c) make written recommendations to resolve the difference

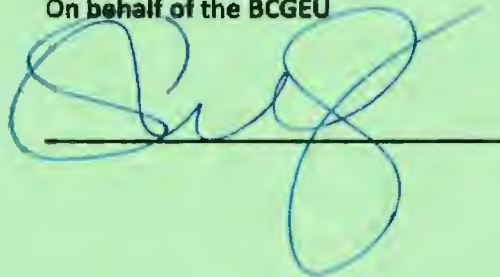
within 30 days of the date of receipt of the request and, for those 30 days from that date, time does not run in respect of the grievance procedure.

Agreed to:

On behalf of KPU



On behalf of the BCGEU



Date: Oct 30, 2019



## LETTER OF UNDERSTANDING

Between

Kwantlen Polytechnic University (KPU)

and the

B.C. Government and Service Employee's Union (BCGEU)

### Re: Article 11.9

The parties agree to the addition of Article 11.9 to the Collective Agreement:

#### **11.9 Expedited Arbitration**

(a) The parties shall meet as often as required to review outstanding grievances and determine by mutual agreement those grievances suitable for this process, and shall set dates and locations for hearings of grievances considered suitable for expedited arbitration.

(b) Grievances shall be considered suitable for and resolved by expedited arbitration except grievances in the nature of:

- (1) dismissals;
- (2) suspensions in excess of five (5) workdays;
- (3) policy grievances;
- (4) grievances requiring substantial interpretation of a provision of the collective agreement;
- (5) grievances requiring presentation of extrinsic evidence;
- (6) grievances where a party intends to raise a preliminary objection; and
- (7) grievances arising from the duty to accommodate.

By mutual agreement, a grievance falling into any of these categories may be placed into the expedited arbitration process.

(c) The parties shall mutually agree upon single arbitrators who shall be appointed to hear and resolve grievances.

(d) As the process is intended to be expedited, lawyers shall not be retained to represent either party.

(e) If possible, an agreed statement of facts will be provided to the Arbitrator in advance of the Arbitration.

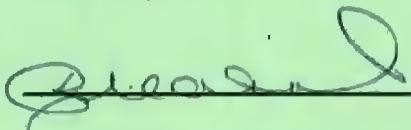
(f) The Arbitrator shall hear the grievances and shall render a decision within two working days of such hearings. No written reasons for the decision shall be provided beyond that which the Arbitrator deems appropriate to convey a decision.



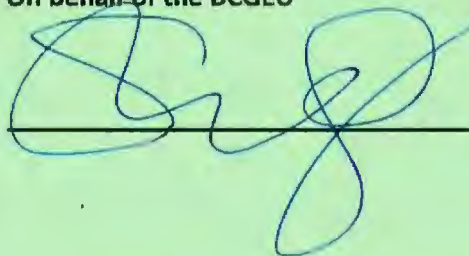
- (g) Expedited arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.
- (h) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.
- (i) A grievance determined by either party to fall within one of the categories listed in (b) above, may be removed from the expedited arbitration process at any time prior to hearing and forwarded to a regular arbitration hearing pursuant to Clause 11.2
- (j) The parties shall equally share the cost of the fees and expenses of the Arbitrator and hearing rooms.

Agreed to:

On behalf of KPU

  
\_\_\_\_\_

On behalf of the BCGEU

  
\_\_\_\_\_

Date: OCT 31/19

**ARTICLE 14 - SENIORITY****14.1 Seniority Defined**

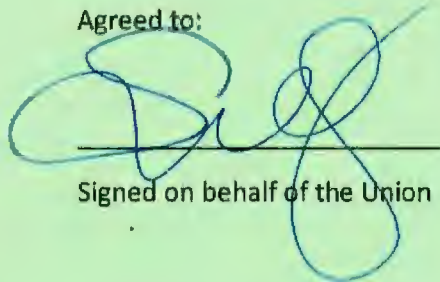
Service Seniority means a regular employee's service with the Employer.

Regular employees shall be credited with service seniority equivalent to their length of continuous service with the Employer, including time spent working as an auxiliary, pursuant to Article 36.2 Auxiliary Seniority.

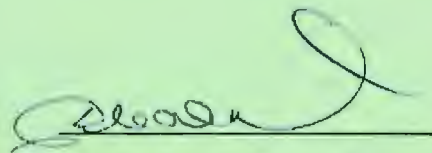
**14.2 Seniority List**

The Employer shall maintain a service seniority list showing: the date each employee commenced employment with the Employer, service seniority hours, position title, employee class, department, date last paid, home campus, supervisor name and last appointment date. The Bargaining Unit Chair or designate shall have electronic access to this information.

Agreed to:



Signed on behalf of the Union



Signed on behalf of the Employer

Dated: Oct 28, 2019

**ARTICLE 16 - HOURS OF WORK****16.8 Rest Periods**

Rest periods shall be granted in accordance with the following schedule:

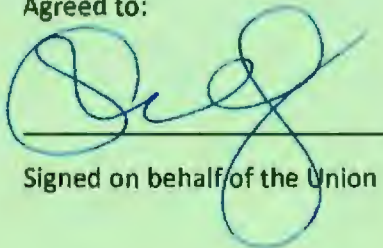
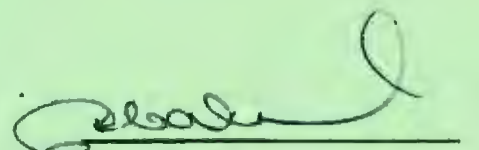
Employees working:

Hours Worked	Rest Period
<4.5 3 - 4.5 hours	1x15 minutes
=>4.5 hours	2x15 minutes

Rest periods shall not begin until one hour after the commencement of work or not later than one hour before either the meal period or the end of the shift, however, a single rest period of 30 minutes may be taken subject to approval by the Employer. Rest periods shall be taken without loss of pay to the employees.

(a) Rest periods may be scheduled adjacent to lunch periods, subject to mutual agreement between the employee and their supervisor.

Agreed to:

  
Signed on behalf of the Union  
Signed on behalf of the Employer

Dated: Oct 28, 2019



**LETTER OF UNDERSTANDING**

Between

Kwantlen Polytechnic University (KPU)

and the

B.C. Government and Service Employee's Union (BCGEU)

**Re: New Article 16.10**

The parties agree to the addition of Article 16.10 to the Collective Agreement:

**16.10 Campus Closures**

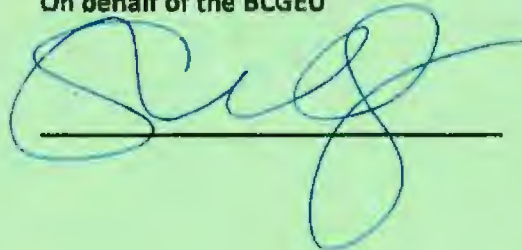
- (a) In the event of an unanticipated campus closure, all employees who were scheduled to work on the day of the closure will be paid for their scheduled hours. Employees who had scheduled a vacation day on the day of the unanticipated closure will continue to treat this day as vacation.
- (b) If the Employer schedules a University closure, employees shall receive their regular days' pay as if it were a scheduled workday.
- (c) Where an employee is required to report to or stay at work for operational reasons during any campus closure, they will receive their regular days' pay and be entitled to compensating time off in lieu for all hours worked. Employees shall schedule their compensating time off with the Employer by mutual agreement.
- (d) This language will not apply to paid holidays as defined in Article 19.1.

Agreed to:

On behalf of KPU



On behalf of the BCGEU



Date: Oct 30, 2019

**LETTER OF UNDERSTANDING**

Between

Kwantlen Polytechnic University (KPU)

and the

B.C. Government and Service Employee's Union (BCGEU)

**Re: Article 18.1**

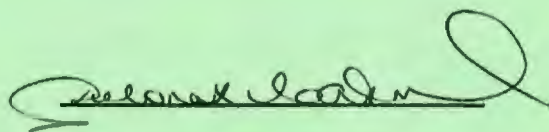
The parties agree to the following amendments to Article 18.1 in the Collective Agreement:

**18.1 Definitions**

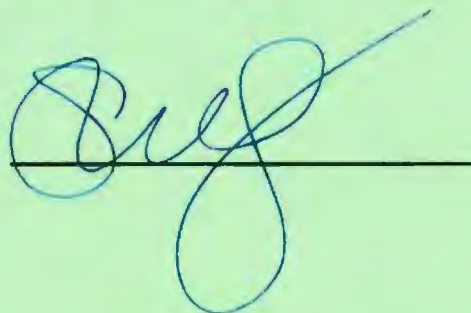
(d) Double-time means ~~twice~~ **two times** the straight-time rate.

Agreed to:

On behalf of KPU

A handwritten signature in black ink, appearing to read "Michael Jordan", written over a horizontal line.

On behalf of the BCGEU

A handwritten signature in blue ink, written over a horizontal line.

Date: Oct. 16/19

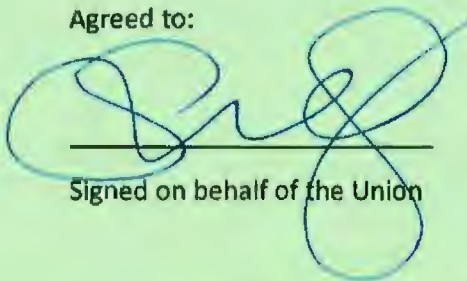
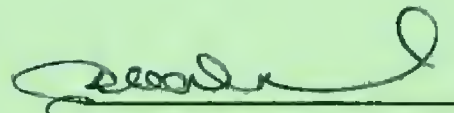
## ARTICLE 18 - OVERTIME

## 18.6 Overtime Meal Allowance

~~Effective July 1, 2015,~~ Employees who are required to work a minimum of two and one-half hours overtime before or after their scheduled hours of work shall be provided with either a meal or a meal allowance in the amount of \$15.30. A meal break of one-half hour with pay shall be given at the overtime rate. A further meal or meal allowance of \$15.30 and a meal break of one-half hour with pay shall be provided during each subsequent four hour overtime period.

Where a meal is provided, employees will be advised of the details of the meal in advance. If the employee is unable to eat the meal provided, he or she will advise the Employer. The employee is then entitled to receive the meal allowance.

Agreed to:

  
Signed on behalf of the Union  
Signed on behalf of the EmployerDated: Oct 28, 2019

**LETTER OF UNDERSTANDING**

Between

Kwantlen Polytechnic University (KPU)

and the

B.C. Government and Service Employee's Union (BCGEU)

**Re: Article 18.12**

The parties agree to the following amendments to Article 18.12 in the Collective Agreement, which are to be added to the end of Article 18.12.

**18.12 Travel Time Pay**

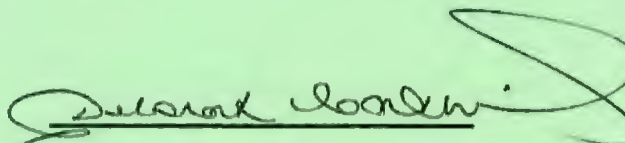
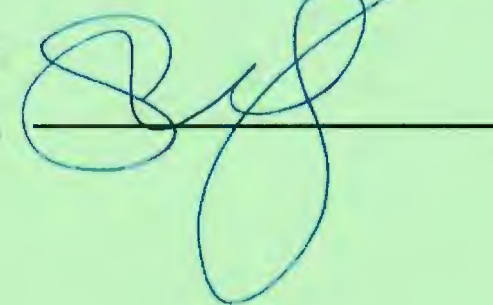
[...]

**For the purposes of calculating travel time pay, the time zone of the employee's departure location will be used.**

Agreed to:

On behalf of KPU

On behalf of the BCGEU

Date: Oct. 16/19



**LETTER OF UNDERSTANDING**

Between

Kwantlen Polytechnic University (KPU)

and the

B.C. Government and Service Employee's Union (BCGEU)

**Re: Article 20.7**

The parties agree to the following amendments to Article 20.7 of the Collective Agreement:

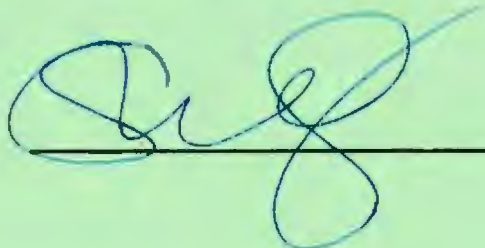
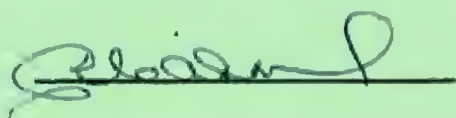
**20.7 Approved Leave of Absence With Pay During Vacations**

When employees are qualified for sick leave, bereavement, or any other approved leave with pay during their vacation period, there shall be no deduction from the vacation credits for such leaves. The period of vacation so displaced shall be taken at a mutually agreed time. An employee intending to claim displaced vacation leave must advise the Employer and provide necessary documentation ~~as specified in Clause 21.8~~ within three days of returning to work.

Agreed to:

On behalf of KPU

On behalf of the BCGEU



Date: Oct. 28/19



**LETTER OF UNDERSTANDING**

Between

Kwantlen Polytechnic University (KPU)

and the

B.C. Government and Service Employee's Union (BCGEU)

**Re: Article 21.4 & 21.5**

The parties agree to the following amendments to Article 21.4 and 21.5 in the Collective Agreement:

**21.4 Short-Term Indemnity Plan and Long-Term Disability Insurance**

Benefits will be paid in accordance with the Schedule of Benefits listed in the insurance carrier's Plan and are subject to the limitations specified in the Plan, including eligibility requirements.

(a) Complete details of the Short-Term Indemnity Plan and Long-Term Disability Plans are available from the ~~Human Resources~~ plan carrier website.

(b) If a long-term disability claim is denied, the Human Resources ~~Services~~ Department will provide assistance in filing an appeal with the LTD plan carrier.

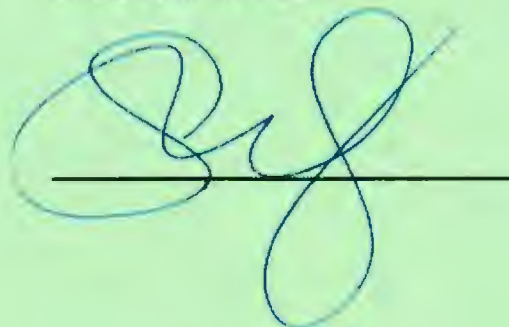
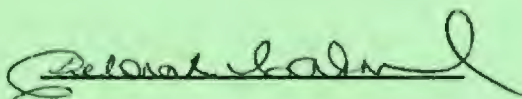
**21.5 Dental Plan**

Dental benefits will be in accordance with the schedule of benefits listed in the insurance carrier's Plan, and subject to the limitations specified in the Plan. The Group Policy, is available on the ~~Human Resources~~ plan carrier website.

Agreed to:

On behalf of KPU

On behalf of the BCGEU



Date: Oct. 16/19

**LETTER OF UNDERSTANDING**

Between

Kwantlen Polytechnic University (KPU)

and the

B.C. Government and Service Employee's Union (BCGEU)

**Re: Article 21.9**

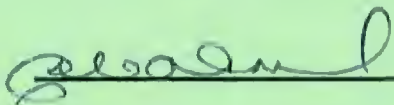
The parties agree to the following amendments to Article 21.9 of the Collective Agreement:

**21.9 Leave Report**

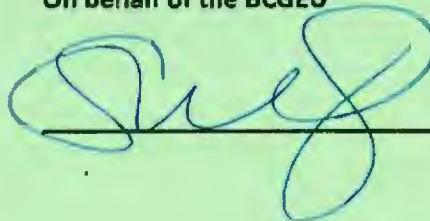
(a) An employee absent from work through illness or injury shall, within two days of returning to work from the initial absence, submit a completed leave report form. This form is available on the Human Resources Services website.

Agreed to:

On behalf of KPU

  
\_\_\_\_\_

On behalf of the BCGEU

  
\_\_\_\_\_

Date: Oct 30, 2019

LETTER OF UNDERSTANDING

Between

Kwantlen Polytechnic University (KPU)

and the

B.C. Government and Service Employee's Union (BCGEU)

Re: Article 22.5

The parties agree to the following amendments to Article 22.5 of the Collective Agreement:

**22.5 University Study Benefits**


(a) An employee with one or more years of service seniority shall be entitled to take, without payment of tuition, one University credit course per semester plus one additional University credit course during the calendar year, outside the employee's normal working hours. If such courses are only offered during regular working hours, permission may be obtained from the administrator providing that arrangements are made to make up time absent at no expense to the Employer.

(b) In the event that an employee does not successfully complete a University credit course, the Employer is authorized to deduct the total tuition fee for the credit course from the employee's next payroll cheque. Maximum recovery rate shall not exceed 10% of an employee's basic biweekly salary.

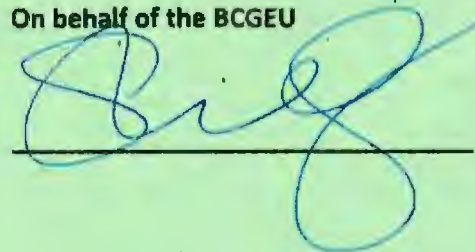
(c) If an employee terminates employment with the Employer prior to completion of a credit course, the Employer is authorized to deduct the total tuition fee from the employee's final payroll cheque.

Agreed to:

On behalf of KPU

  
\_\_\_\_\_

On behalf of the BCGEU

  
\_\_\_\_\_

Date: Oct 30, 2019



## LETTER OF UNDERSTANDING

Between

Kwantlen Polytechnic University (KPU)

and the

B.C. Government and Service Employee's Union (BCGEU)

### Re: Article 25.1

The parties agree to the following amendments to Article 25.1 of the Collective Agreement:

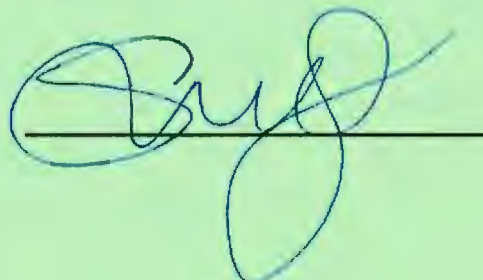
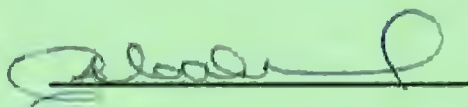
#### **25.1 Compassionate Care Leave**

- (a) An employee who is entitled to compassionate care benefits under the *Employment Insurance Act* is entitled to a leave of absence without pay of up to ~~eight~~ 27 weeks for the purpose of providing care or support to a gravely ill family member at risk of dying within 26 weeks, as per the BC Employment Standards Act.
- (b) An employee must, as soon as practicable, provide the employer with a certificate from a medical practitioner or nurse practitioner stating that the family member has a serious medical condition with a significant risk of death within 26 weeks.
- (c) An employee who is granted a compassionate care leave of absence ~~to care for a gravely ill family member shall be~~ is entitled to the benefits ~~to~~ for a maximum of ~~eight~~ 27 weeks, and the premium payment shall be on the same basis as if the employee were not on leave.
- (d) Notwithstanding Clause 14.3 Loss of Seniority, there will be no interruption in the accrual of seniority for the duration of the leave.

Agreed to:

On behalf of KPU

On behalf of the BCGEU



Date: Oct 29/19

## LETTER OF UNDERSTANDING

Between

Kwantlen Polytechnic University (KPU)

and the

B.C. Government and Service Employee's Union (BCGEU)

### Re: Article 25.3

The parties agree to the following amendments to Article 25.3 in the Collective Agreement:

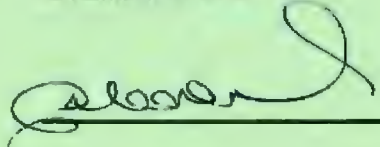
#### **25.3 Full-Time Union or Public Duties**

The Employer shall grant, on written request, leave of absence without pay. Requests shall include reasonable notice. Where possible, prior to the expiration of the leave, the employee shall notify the Employer in writing of the anticipated date of return to work. This clause applies to:

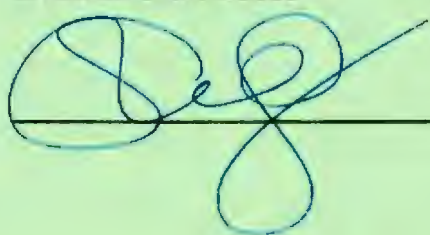
- (a) ~~For~~ employees to seek election in a municipal, provincial, ~~or~~ federal, **First Nation or other Indigenous government election for a maximum period of 90 days;**
- (b) employees selected for a full-time position with the Union or **any body** to which the Union is affiliated for a period of one year, which may be renewed by mutual consent. Seniority shall not accumulate during this leave of absence beyond a period of three years;
- (c) **employees elected to the position of President or Treasurer of the B.C. Government and Service Employees' Union;**
- (d) employees elected to a public office for a maximum period of five years.

Agreed to:

On behalf of KPU

  
\_\_\_\_\_

On behalf of the BCGEU

  
\_\_\_\_\_

Date: Oct 28, 2019

**LETTER OF UNDERSTANDING**

Between

Kwantlen Polytechnic University (KPU)

and the

B.C. Government and Service Employee's Union (BCGEU)

**Re: Article 25.6**

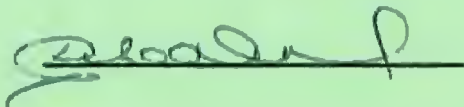
The parties agree to the following amendments to Article 25.6 of the Collective Agreement:

**25.6 Family Illness**

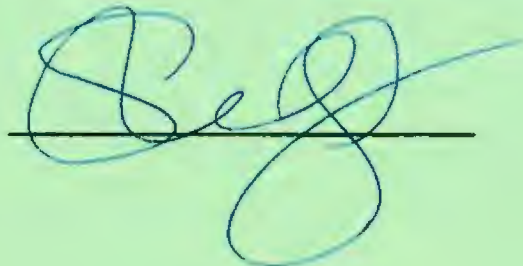
In the case of unanticipated illness, hospitalization or injury of a spouse, dependent child or ~~dependent~~ parent, when no one ~~at the employee's home~~ other than the employee can provide for the needs of the affected person, the employee may request leave with pay from ~~his/her~~ their supervisor. This leave is for up to two days with pay at any one time. In no circumstances, will paid leave under this clause be granted for more than five days or 35 hours over a calendar year.

Agreed to:

On behalf of KPU



On behalf of the BCGEU



Date: Oct. 29/19



## LETTER OF UNDERSTANDING

Between

Kwantlen Polytechnic University (KPU)

and the

B.C. Government and Service Employee's Union (BCGEU)

### Re: Article 25.8

The parties agree to the following amendments to Article 25.8 of the Collective Agreement:

#### **25.8 Special Leave**

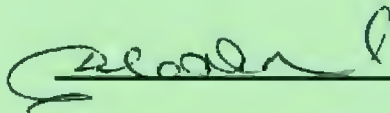
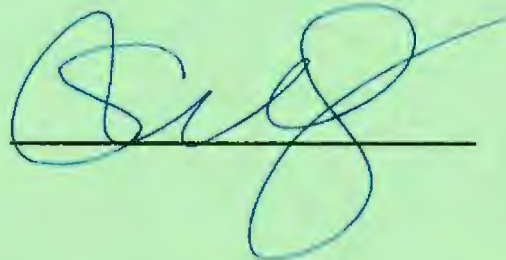
Employees not on leave of absence without pay shall be entitled to special leave at their regular rate of pay for the following should they occur on a scheduled workday:

Birth or adoption of the employee's child	1 day
Serious household or domestic emergency	1 day
In the event of a death, attend funeral or service <del>as a pallbearer or mourner</del>	½ day
Attend formal hearing to become a Canadian Citizen	1 day
Moving of household effects – once per year	1 day
<u>Employee or employee's child is a survivor of domestic violence – once per year</u>	<u>3 days</u>

Agreed to:

On behalf of KPU

On behalf of the BCGEU

  
\_\_\_\_\_  
\_\_\_\_\_

Date: Oct. 29/19

## LETTER OF UNDERSTANDING

Between

Kwantlen Polytechnic University (KPU)

and the

B.C. Government and Service Employee's Union (BCGEU)

### Re: Article 25.9

The parties agree to the following amendments to Article 25.9 of the Collective Agreement:

#### 25.9 General Leave

Notwithstanding any provisions for leave in this Agreement, an employee may request a **general leave** ~~of absence (without pay)~~ for personal reasons or unusual circumstances.

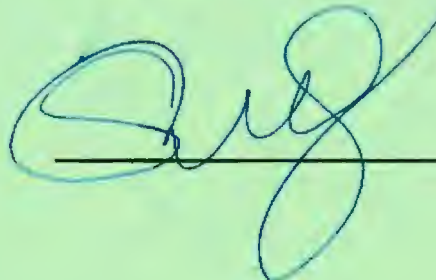
- a) The Employer may grant an employee with a minimum of three years' continuous service as a regular employee, one general leave without pay to a maximum of 12 months once every three years ~~under this article.~~
- b) Such requests are to be made in writing to the Employer, and similarly will be responded to in writing together with the reasons if the request is to be refused. Approval shall not be **unreasonably** withheld ~~unjustly.~~
- c) Six weeks prior to the expiration of the general leave, the employee must notify the University in writing of their intent to return to work. If no notification is given, the employee shall be deemed to have abandoned the position.
- d) The Union recognizes the prime objective of the Employer is the delivery of educational training and services to students.

Agreed to:

On behalf of KPU

  
\_\_\_\_\_

On behalf of the BCGEU

  
\_\_\_\_\_

Date: Oct. 29/19

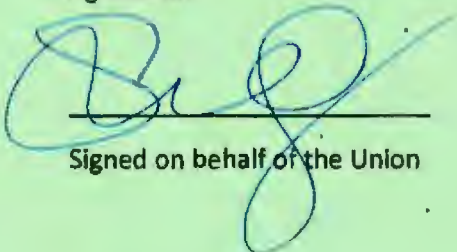



## ARTICLE 25 - SPECIAL AND OTHER LEAVE

## 25.12 Leave without Pay

- a) Notwithstanding any provisions for leave in this Agreement, an employee may request leave without pay for personal reasons or unusual circumstances.
- b) Leave under this provision shall not exceed 35 hours per calendar year.
- c) Such requests are to be made in writing to the Employer, and similarly will be responded to in writing together with the reasons if the request is to be refused.
- d) Leave without pay will be approved but not taken until the employee has exhausted all vacation and banked time. Such leave will be granted subject to operational requirements.

Agreed to:

  
Signed on behalf of the Union  
Signed on behalf of the EmployerDated: OCT 31/19

## LETTER OF UNDERSTANDING

Between

Kwantlen Polytechnic University (KPU)

and the

B.C. Government and Service Employee's Union (BCGEU)

### Re: Article 26

The parties agree to the following amendments to Article 26 of the Collective Agreement:

#### ARTICLE 26 - MATERNITY/PARENTAL LEAVE

Notwithstanding Clauses 26.1(a), 26.1(h), 26.2(b), and 26.2(i), the maximum combined leave for Maternity and/or Paternity Leave shall not exceed ~~52~~ 78 weeks.

##### 26.1 Maternity Leave

A pregnant employee shall qualify for maternity leave:

- (a) Upon written request at least four weeks in advance of the leave the employee will be granted leave of absence without pay for a period of not more than ~~78 weeks 12 months~~. The request must be accompanied by a doctor's note indicating the expected date of birth.
- (b) For the period of the maternity leave the employee is entitled to up 17 consecutive weeks of unpaid leave. The period of maternity leave without pay shall be ~~from 11~~ will commence not earlier than 13 weeks before the expected date of termination delivery of the pregnancy and will end no later than 17 weeks after the leave begins.
- (c) The Employer shall, with the agreement of the employee, defer the commencement of maternity leave for any period approved in writing by a qualified medical practitioner.
- (d) Where an employee who is at work becomes ill or injured following the commencement of the ~~11-week~~ period in (b) above, such illness or injury shall be covered by application of the sick leave provision as follows:
  - (1) where the illness or injury is not directly related to the condition of pregnancy, sick leave coverage may extend to the scheduled date of commencement of maternity leave or birth of the baby, whichever occurs first;
  - (2) where the illness is caused through an abnormal condition or pregnancy, as determined in writing by a qualified medical practitioner, and the employee returned to work before the scheduled commencement date of maternity leave, the period of absence will be covered by the provisions of Clauses 26.1(a) and (b).
- (e) On return from maternity leave, an employee shall be placed in her former position.
- (f) The Employer shall maintain coverage for medical, extended health, dental, group life, short and long-term disability, and shall pay the Employer's share of these premiums.



(g) Notwithstanding Clauses 20.1 and 20.2, vacation entitlements and vacation pay shall continue to accrue while an employee is on maternity leave for the first six months of maternity leave providing the employee returns to work for a period of not less than six months. Vacation earned pursuant to this clause may be carried over to the following year, notwithstanding Clause 20.9.

(h) Where the original application for maternity leave is for a period of less than 78 weeks ~~12 months~~, it can be extended for an additional period so the combined leaves do not exceed 78 weeks ~~12 months~~. Such an extension must be for health reasons and will be without pay. A doctor's certificate is required. Benefit provisions under Clause 26.1(f) shall apply.

(i) Maternity leave for employees in their initial probation period shall be in accordance with the Employment Standards Act.

(j) Six weeks prior to the expiration date of the maternity leave, the employee must notify the University in writing of the date of return to work. If no notification is given, the employee shall be deemed to have abandoned the position.

## **26.2 Parental Leave**

(a) The purpose of this leave is for the primary care and custody of the newborn or newly adopted child(ren).

(b) The employee shall be granted up to ~~37~~ 62 consecutive weeks of unpaid leave beginning after the child's birth or adoption of the child(ren) and within ~~52~~ 78 weeks after the event.

~~(c) Where both parents are employees of the University, the employees shall determine the apportionment of parental leave between them which will not exceed a combined total of 37 weeks. The leave shall only be granted to one employee parent at a time.~~

~~(d) Where both parents are employees of the University, the employee(s) who request parental leave in combination with maternity leave, the combined period of leave will not exceed 12 months.~~

(c) The employee shall notify the University in writing, a minimum of one month prior to the anticipated commencement of the leave, and in the case of adoption leave, as much notice as is practical.

(d) The employee shall, upon request, furnish proof of the birth or adoption of the child(ren).

(e) The Employer shall maintain coverage for medical, extended health, dental, group life, short and long-term disability and shall pay the Employer's share of these premiums.

(f) Notwithstanding Clauses 20.1 and 20.2, vacation entitlement and vacation pay shall continue to accrue while an employee is on parental leave providing the employee returns to work for a period equal to or greater than the duration of the leave. Vacation earned pursuant to this clause may be carried over to the following year notwithstanding Clause 20.9. An employee cannot access this provision in combination with Clause 26.1(g).

(g) Parental leave for the purposes of adoption of a child(ren) shall be extended for up to an additional six months without pay, for the newly adopted child(ren)'s health reasons where a Doctor's certificate is presented.

(h) Six weeks prior to the expiration date of the Parental Leave, the employee must notify the University in writing of the date of return to work. If no notification is given, the employee shall be deemed to have abandoned the position.



### 26.3 Supplemental Employment Benefit for Maternity and Parental Leave

(a) ~~Effective April 1, 2005, When on maternity or parental leave, an employee will receive a supplemental payment added to Employment Insurance benefits as follows:~~

~~(1) For up to 52 weeks of maternity leave, an employee who is the birth mother shall receive an amount equal to the difference between the Employment Insurance benefits and 75% of her salary calculated on her average base salary.~~

~~(2) For up to a maximum of 37 weeks of parental leave, the spouse, the biological father, the common-law partner or adoptive parent who is caring for the child shall receive an amount equal to the difference between the Employment Insurance benefits and 75% of the employee's salary calculated on his/her average base salary.~~

(1) For up to fifteen (15) weeks of maternity leave, an employee who is the birth mother shall receive an amount equal to the difference between the Employment Insurance (EI) benefits and seventy-five per cent (75%) of her salary calculated on her average base salary.

(2) For up to a maximum of thirty-five (35) weeks of parental leave, the birth mother, the spouse, the biological father, the common-law partner or adoptive parent who is caring for the child shall receive an amount equal to the difference between the Employment Insurance Standard EI Benefits and seventy-five percent (75%) of the employee's salary calculated on their average base salary.

(3) Where the birth mother, the spouse, the biological father, the common-law partner or adoptive parent who is caring for the child elects the Extended Parental EI, for a maximum of sixty-one (61) weeks the parent shall receive the same total SEB benefit amount received under Clause 26.3(a)2 when the employee opts for thirty-five (35) week EI benefit, spread out and paid over the 61-week period. Payroll will make this calculation.

(4) Provided the employee received SEB as per Clauses 26.3 (a) (1), (2), or (3), for the two (2) weeks of the leave where no EI benefit is paid, the employee shall receive seventy-five (75%) of the employee's salary calculated on their average base salary.

(5) The average base salary for the purpose of Clauses 26.3(a) (1 to 4) is the employee's average base salary for the 26 weeks preceding the maternity or parental leave. If the employee has been on unpaid leave for part of the preceding 26 weeks, then up to four weeks of that unpaid leave will be subtracted from the 26 weeks for the purpose of calculating the average base salary.

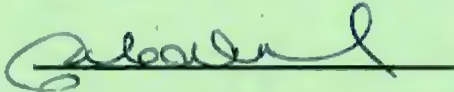
(b) An employee is not entitled to receive Supplemental Employment Benefits and disability benefits concurrently. To receive Supplemental Employment Benefits, the employee shall provide the Employer with proof of application for and receipt of Employment Insurance benefits.

(c) To be entitled to the above noted benefits, an employee must sign an agreement that they will return to work and remain in the Employer's employ for a period of at least six months or equivalent to the leaves taken, whichever is longer, after their return to work.

(d) Should the employee fail to return to work and remain in the employ of the Employer for the return to work period in (1) above, the employee shall reimburse the Employer for the benefits above on a pro rata basis.

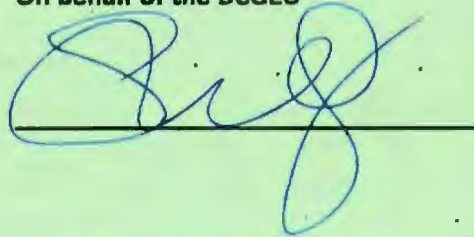
Agreed to:

On behalf of KPU

A handwritten signature in blue ink, appearing to be "Salvador", written over a horizontal line.

Date: Oct 30, 2019

On behalf of the BCGEU

A handwritten signature in blue ink, consisting of several loops, written over a horizontal line.



## LETTER OF UNDERSTANDING

Between

Kwantlen Polytechnic University (KPU)

and the

B.C. Government and Service Employee's Union (BCGEU)

### Re: Article 28

The parties agree to the following housekeeping amendments to Article 28 of the Collective Agreement:

## ARTICLE 28 - SAFETY AND HEALTH

### 28.1 Conditions

The Union and the Employer agree that regulations made pursuant to the *Workers Compensation Act*, the ~~Factories Act~~ or any other statute of the Province of British Columbia pertaining to the working environment, shall be fully complied with.

### 28.2 ~~Safety Committee~~ Joint Occupational Health and Safety Committee

- (a) The Employer and the Union agree to maintain the ~~Safety and Health Committee~~ Joint Occupational Health and Safety Committee composed of an equal number of representatives from each party. A union and employer representative shall be elected as co-chairpersons. The Committee will meet as required by Workers' Compensation Board regulations, to make recommendations on unsafe, hazardous or dangerous conditions with the aim of preventing and reducing risk of occupational injury and illness. A copy of all minutes of the ~~Safety Committee~~ shall be forwarded to the Union and shall be posted on each campus within seven days of each ~~Safety Committee~~ meeting.
- (b) The ~~Safety and Health Committee~~ Joint Occupational Health and Safety Committee shall be notified of each accident or injury and may investigate and report to the Union and Employer on the nature and cause of the accident or injury.
- (c) Employees who serve on a ~~Safety and Health Committee~~ Joint Occupational Health and Safety Committee shall receive their regular rate of pay for attending meetings of the Committee held during working hours or for investigating safety matters at any time at the specific direction of the ~~Safety Committee~~ by resolution of the Committee.

### 28.3 ~~Industrial~~ Occupational First Aid Requirements

- (a) The Union and the Employer agree that First Aid Regulations made pursuant to the *Workers Compensation Act* shall be fully complied with. Where the Employer requires employees to obtain or renew the Occupational First Aid Level 2 Certificate, the cost shall be borne by the Employer and where applicable, leave to take the necessary courses shall be granted with pay and without loss of seniority.
- (b) A monthly premium shall be paid to employees required to possess a certificate under this article. The amount of the premium shall be \$75 per month.

(c) The Union recognizes that should no qualified employee covered by this Agreement be available, other employees of the Employer may be designated for the purposes of this section.

#### **28.4 Unsafe Work Conditions**

No employee shall be disciplined for refusal to work on a job which is deemed unsafe by:

- (a) a member of a ~~Safety Committee~~ Joint Occupational Health and Safety after resolution in writing by a majority of the Committee, or
- (b) a person designated by a ~~Safety Committee~~ Joint Occupational Health and Safety Committee, or
- (c) a Safety Officer.

#### **28.5 Injury Pay Provision**

Employees who are injured on the job during working hours and are required to leave for treatment or are sent home for such injury shall receive payment for the remainder of their shift.

#### **28.6 Transportation of Accident Victims**

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an on-the-job accident shall be at the expense of the Employer.

#### **28.7 Health and Safety Courses**

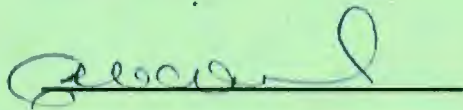
The Employer shall arrange, in consultation with WorkSafeBC and the Union, an appropriate training program for all members of the ~~Health and Safety Committee~~ Joint Occupational Health and Safety, such training to be provided during normal working hours at no loss in salary or benefits to Committee members.

#### **28.8 Shift Workers**

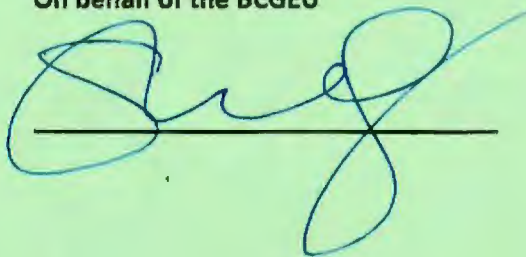
The Employer agrees that, upon request, it will allow an afternoon or evening shift employee to leave the work station at a mutually convenient time to move the employee's automobile closer to the building exit.

Agreed to:

On behalf of KPU



On behalf of the BCGEU



Date: OCT 31/19



**LETTER OF UNDERSTANDING**

Between

Kwantlen Polytechnic University (KPU)

and the

B.C. Government and Service Employee's Union (BCGEU)

**Re: Article 31.2**

The parties agree to the following amendments to Article 31.2 in the Collective Agreement:

**31.2 Information in Postings**

Such notice shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills, shifts, campus, wage or salary rate or range.

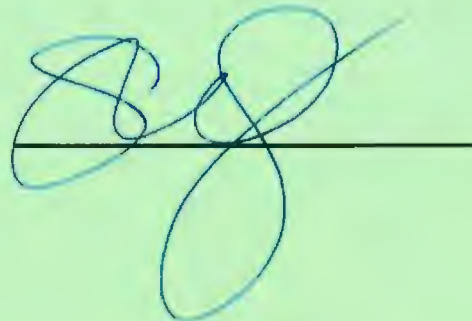
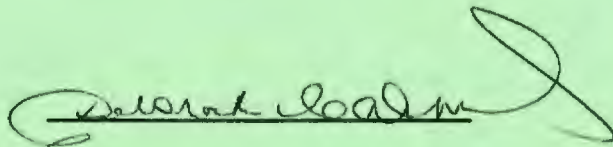
Such qualifications may not be established in an arbitrary or discriminatory manner. ~~All job postings shall state: "This position is open to male and female applicants."~~

~~All job postings shall state: "Qualified internal applicants shall be given first consideration in filling this position."~~

Agreed to:

On behalf of KPU

On behalf of the BCGEU



Date: Oct. 16/19

**LETTER OF UNDERSTANDING**

Between

· Kwantlen Polytechnic University (KPU)

and the

B.C. Government and Service Employee's Union (BCGEU)

**Re: Article 35.1**

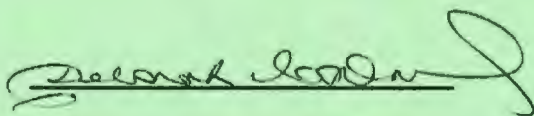
The parties agree to the following amendments to Article 35.1 in the Collective Agreement:

**35.1 Equal Pay**

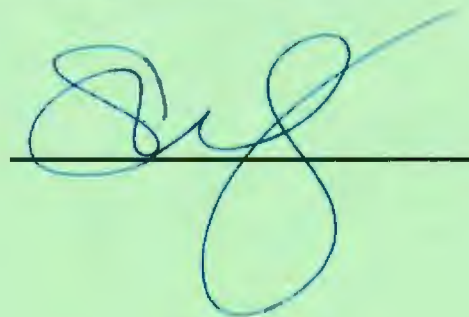
The Employer shall not discriminate between ~~male and female~~ employees by employing a person of ~~one sex~~ for any work at a rate of pay that is less than the rate of pay at which another a person of ~~the other sex~~ is employed for similar or substantially similar work.

Agreed to:

On behalf of KPU



On behalf of the BCGEU



Date: Oct. 16/19

## LETTER OF UNDERSTANDING

Between

Kwantlen Polytechnic University (KPU)

and the

B.C. Government and Service Employee's Union (BCGEU)

### Re: Article 35.9

The parties agree to the following amendments to Article 35.9 of the Collective Agreement:

#### **35.9 Mileage Allowance**

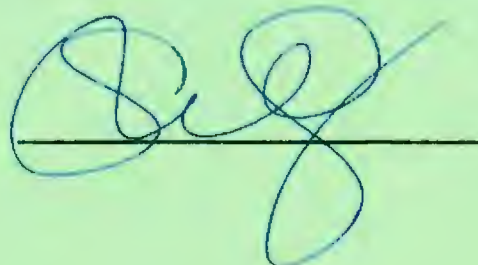
(a) Mileage allowance for all miles travelled on the Employer's business shall be paid to employees required by the Employer to use their own vehicles in the performance of their duties. ~~The mileage allowance shall be 37¢ per kilometre effective the date of ratification. If the Employer adjusts the mileage rate for administrators during the life of this agreement, the above rate will be amended accordingly.~~ Mileage will be paid as per Policy FM5, Business and Travel Expense. The rates in this policy will be reviewed at minimum annually to reflect the most current rate as listed in the National Joint Council.

(b) Employees who are required to use their vehicle for the Employer's business in excess of six days per month, on a regular and continuing basis, shall be reimbursed upon presentation of appropriate receipts and documents 100% of the annual incremental cost of the ICBC Class 07 (business) premium that is over and above that for a Class 02 (pleasure, drive to work or school). Such reimbursement is limited to one vehicle per employee and it is the responsibility of the employee to purchase Class 07 vehicle insurance when necessary.

Agreed to:

On behalf of KPU

On behalf of the BCGEU



Date: Oct. 29/19



LETTER OF UNDERSTANDING

Between

Kwantlen Polytechnic University (KPU)

and the

B.C. Government and Service Employee's Union (BCGEU)

Re: Article 35.10

The parties agree to the following amendments to Article 35.10 of the Collective Agreement:

**35.10 Meal Allowance**

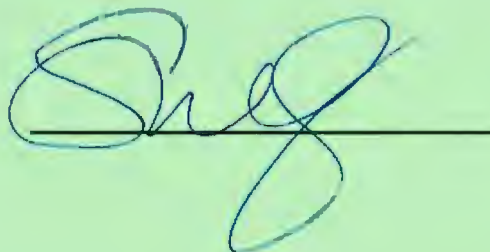
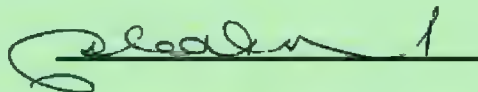
Employees on travel status shall be entitled to a meal allowance for the time spent away from the University. ~~Meal~~ At minimum allowances shall be reimbursed as covered in the KPU Policy FM5 in effect on the date of ratification. In the event the Employer increases the allowances in the policy the new rates will apply.

Meal expenses cannot be claimed where otherwise provided for, such as meals already included in conference fees, transportation carriers, hosts, or as part of field or course work. ~~Expenses will be reimbursed upon submission of itemized receipts.~~

Agreed to:

On behalf of KPU

On behalf of the BCGEU



Date: Oct. 29/19

## LETTER OF UNDERSTANDING

Between

Kwantlen Polytechnic University (KPU)

and the

B.C. Government and Service Employee's Union (BCGEU)

### Re: Article 36.2

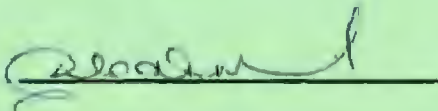
The parties agree to the following amendments to Article 36.2 of the Collective Agreement:

#### **36.2 Auxiliary Seniority**

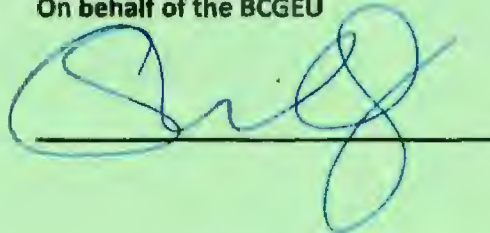
- (a) Seniority for auxiliary employees will appear on the Seniority List in accordance with Clause 14.2 - Seniority List.
- (b) An auxiliary employee shall accumulate service seniority equal to the number of hours worked. Auxiliaries identified in Clause 31.1(c) - Job Postings ~~shall be administered centrally by Human Resources~~ and shall be recalled in order of seniority, provided they have the qualifications, ability and experience to do the work, as determined by Human Resources.
- (c) Auxiliary employees who become regular shall be credited with all service seniority accrued as an auxiliary.
- (d) Auxiliary employees must have completed 455 hours in a twelve month period immediately prior to the posting to be recognized as inside applicants when applying to positions posted internally.
- (e) Auxiliary employees may specify campus location or department and will not be called for work other than that. It is the employee's responsibility to notify Human Resources of any change to their availability, or their work location or department restrictions, and to notify Human Resources of any change in their qualifications.
- (f) Auxiliary pools will be managed centrally by Human Resources. Notwithstanding the foregoing, for positions requiring specialized skills the auxiliary pools may be managed by the department.

Agreed to:

On behalf of KPU



On behalf of the BCGEU



Date: Oct 30, 2019



**LETTER OF UNDERSTANDING**

Between

Kwantlen Polytechnic University (KPU)

and the

B.C. Government and Service Employee's Union (BCGEU)

**Re: Article 36.10**

The parties agree to the following amendments to Article 36.10 of the Collective Agreement:

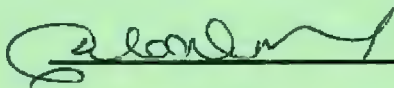
**36.10 Entitlement to Benefits**

An auxiliary employee working 35 hours per week in a temporary position of six months' continuous duration or more will be eligible to apply for benefits outlined in Article 21 - Health and Welfare, subject to the following:

- (a) Clause 36.7 will not apply.
- (b) At the expiration of their term of employment, their benefit coverage will cease and would only recommence should they later succeed in posting into another 35 hour week job of the required duration.
- (c) Part-time employees with regular appointments of at least ~~17 1/2~~ **20** hours per week (~~35~~ **40** hours biweekly) will be entitled to group life insurance, extended health, dental and medical benefits as set out in this agreement.

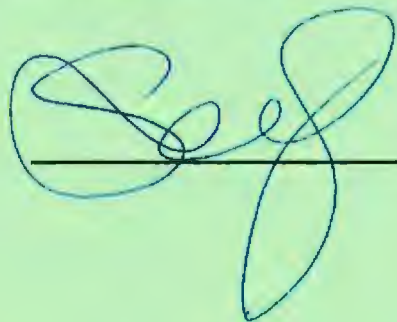
Agreed to:

On behalf of KPU

  
\_\_\_\_\_

Date: Oct. 29/19

On behalf of the BCGEU

  
\_\_\_\_\_

**LETTER OF UNDERSTANDING**

Between

Kwantlen Polytechnic University (KPU)

and the

B.C. Government and Service Employee's Union (BCGEU)

**Re: Appendix B**

The parties agree to the addition of Appendix B to the Collective Agreement as follows:

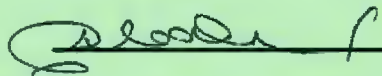
**APPENDIX B**

**List of Arbitrators**

Chris Sullivan  
Corinn Bell  
Dave McPhillips  
Irene Holden  
Julie Nichols  
Mike Fleming

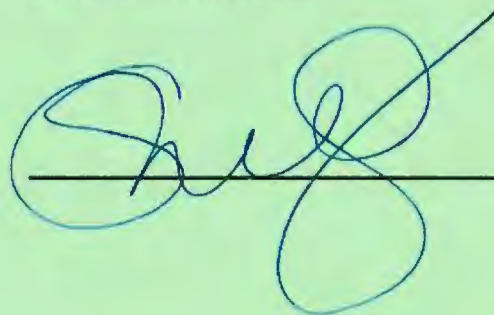
Agreed to:

On behalf of KPU

  
\_\_\_\_\_

Date: Oct. 29/19

On behalf of the BCGEU

  
\_\_\_\_\_

## LETTER OF UNDERSTANDING 2

## Student Assistants

1. The University will develop job descriptions for each type of student assistant position. In no event, will the job description contain more than 25% of the principal duties of a bargaining unit classification.

The Bargaining Unit Chair or designate will review and approve all job descriptions prior to posting.

2. Student Assistants will be instructed to work within the job description duties.

3. Student Assistants will be required to wear identification tags that clearly identify their status as Student Assistants.

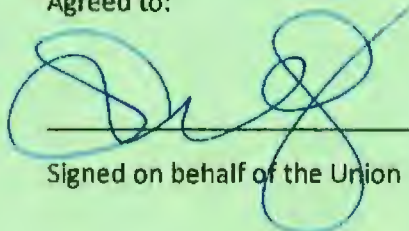
4. Student Assistants will be hired and paid in accordance with Policy G16 HR14 and will be covered by all provisions of the Employment Standards Act.

5. The University agrees that Student Assistants will not be used in place of, or to displace any regular or auxiliary employees in the bargaining unit.

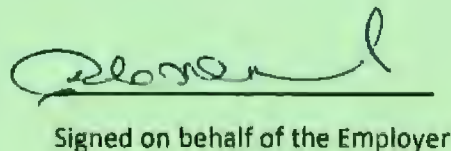
6. Any disputes arising from this Letter of Understanding will be referred to Labour/Management Relations Committee. Failing resolution, the matter may be referred to the grievance procedure within 15 days.

7. The Employer shall maintain a list of student assistants employed University-wide and provide a copy to the Bargaining Chair once per semester.

Agreed to:



Signed on behalf of the Union



Signed on behalf of the Employer

Dated: Oct 28, 2019



**LETTER OF UNDERSTANDING**

Between

Kwantlen Polytechnic University (KPU)

and the

B.C. Government and Service Employee's Union (BCGEU)

**Re: Letter of Understanding (LOU) #3 and #4**

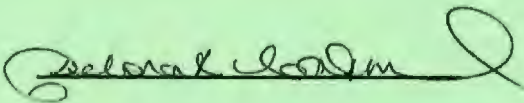
The parties agree to renew LOU#3 in the Collective Agreement.

The parties agree to renew LOU#4 in the Collective Agreement and amend the following language:

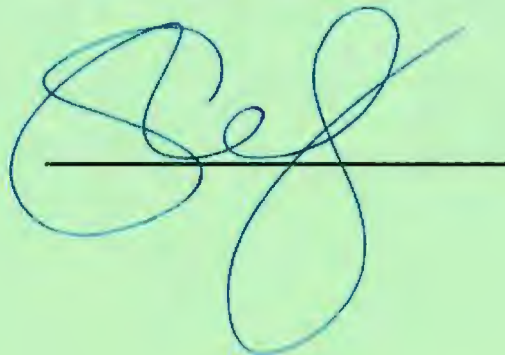
Employment equity initiatives will target the ~~four~~ designated groups defined by the *Employment Equity Act (Canada)*: ~~women; aboriginal peoples; persons with disabilities; and persons who are a visible minority in Canada.~~

Agreed to:

On behalf of KPU



On behalf of the BCGEU



Date: Oct. 16/19

**LETTER OF UNDERSTANDING**

Between

Kwantlen Polytechnic University (KPU)

and the

B.C. Government and Service Employee's Union (BCGEU)

**Re: Letter of Understanding (LOU) 6**

The parties agree to the following amendments to LOU6 of the Collective Agreement:

**LETTER OF UNDERSTANDING 6**

**Re: Laboratory/Shop Hours**

~~Following the deletion of Article 37—Laboratory/Shop Hours, a joint committee shall be appointed, three designated by the Employer and three designated by the Union, that will meet to discuss matters such as, but not limited to, workload assignment, preparation time and lab development. The committee will serve as a vehicle for joint discussion and consultation with a view to exploring possible solutions to mutual problems and concerns. This committee is in no way intended to limit or restrict the rights reserved to the employer to manage its operations or affairs.~~

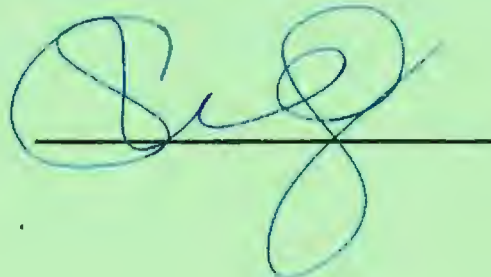
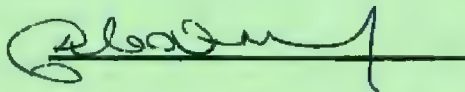
~~The discussions will be completed within six months of the date of ratification.~~

The parties will meet on an annual basis to review the Lab workload guidelines that have been established and recommend any revisions that may be needed. The guidelines will remain in effect until the parties agree to any changes.

Agreed to:

On behalf of KPU

On behalf of the BCGEU



Date: Oct 30 2019



**LETTER OF UNDERSTANDING**

Between

Kwantlen Polytechnic University (KPU)

and the

B.C. Government and Service Employee's Union (BCGEU)

**Re: Letter of Understanding (LOU) 7**

The parties agree to the addition of the following LOU7 to the Collective Agreement:

**LETTER OF UNDERSTANDING 7**

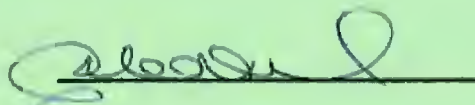
**Medical Premiums**

The parties recognize that the method of funding MSP has been changed from an individually paid premium system to a system funded by an employer paid payroll tax.

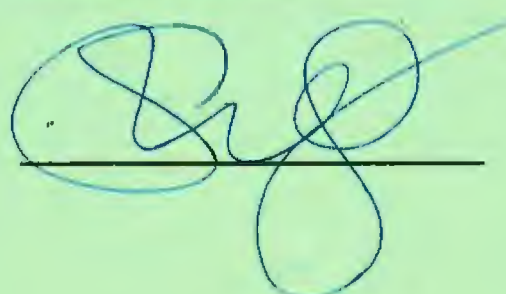
If the government, at any time in the future, reverts to an individually paid premium system, the parties agree that the employer will pay 100% of the premium for employees on the same basis as exists in the 2014 – 2019 collective agreement.

Agreed to:

On behalf of KPU

A handwritten signature in blue ink, appearing to be "D. [unclear]", written over a horizontal line.

On behalf of the BCGEU

A large, stylized handwritten signature in blue ink, written over a horizontal line.

Date: Oct. 28/19

## MEMORANDUM OF UNDERSTANDING-2

## The Economic Stability Dividend

## Definitions

## 1. In this Letter of Agreement:

~~"Collective agreement year" means each 12 month period commencing on the first day of the renewed collective agreement. For example, the collective agreement year for a collective agreement that commences on April 1, 2014 is April 1, 2014 to March 31, 2015 and each period from April 1 to March 31 for the term of the collective agreement.~~

~~"Economic Forecast Council" means the Economic Forecast Council appointed under c. 4 of the Budget Transparency and Accountability Act, [S.B.C. 2000] c. 23;~~

~~"Forecast GDP" means the average forecast for British Columbia's real GDP growth made by the Economic Forecast Council and as reported in the annual February budget of the government;~~

~~"Fiscal year" means the fiscal year of the government as defined in the Financial Administration Act [1996 S.B.C.] c. 138 as 'the period from April 1 in one year to March 31 in the next year';~~

~~"Calendar year" is a 12 month period starting January 1st and ending December 31st of the same year based upon the Gregorian calendar.~~

~~"GDP" or "Gross Domestic Product" for the purposes of this LOA means the expenditure side value of all goods and services produced in British Columbia for a given year as stated in the BC Economic Accounts;~~

~~"GWI" or "General Wage Increase" means a general wage increase resulting from the formula set out in this LOA and applied as a percentage increase to all wage rates in the collective agreement on the first pay day after the commencement of the 11th month in a collective agreement year;~~

~~"Real GDP" means the GDP for the previous fiscal year expressed in constant dollars and adjusted for inflation produced by Statistics Canada's Provincial and Territorial Gross Domestic Product by Income and by Expenditure Accounts (also known as the provincial and territorial economic accounts) and published as "Real Gross Domestic Product at Market Prices" currently in November of each year.~~

## The Economic Stability Dividend

~~2. The Economic Stability Dividend shares the benefits of economic growth between employees in the public sector and the Province contingent on growth in BC's real GDP.~~

~~3. Employees will receive a general wage increase (GWI) equal to one-half of any percentage gain in real GDP above the forecast of the Economic Forecast Council for the relevant calendar year.~~

~~4. For greater clarity and as an example only, if real GDP were 1% above forecast real GDP then employees would be entitled to a GWI of 0.5%.~~

## Annual Calculation and publication of the Economic Stability Dividend

~~5. The Economic Stability Dividend will be calculated on an annual basis by the Minister of Finance for each collective agreement year commencing in 2015/16 to 2018/2019 and published through the PSEC Secretariat.~~

~~6. The timing in each calendar year will be as follows:~~



- ~~(i) — February Budget — Forecast GDP for the upcoming calendar year;~~
- ~~(ii) — November of the following calendar year — Real GDP published for the previous calendar year;~~
- ~~(iii) — November — Calculation by the Minister of Finance of 50% of the difference between the Forecast GDP and the Real GDP for the previous calendar year;~~
- ~~(iv) — Advice from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Stability Dividend.~~

7. For greater clarity and as an example only:

For collective agreement year 3 (2016/17):

- ~~(i) — February 2015 — Forecast GDP for calendar 2015;~~
- ~~(ii) — November 2016 — Real GDP published for calendar 2015;~~
- ~~(iii) — November 2016 — Calculation of the 50% of the difference between the 2015 Forecast GDP and the 2015 Real GDP by the Minister of Finance through the PSEC Secretariat;~~
- ~~(iv) — Direction from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Stability Dividend;~~
- ~~(v) — Payment will be made concurrent with the General Wage Increases on the first pay period after respectively February 1, 2016, February 1, 2017, February 1, 2018 and February 1, 2019.~~

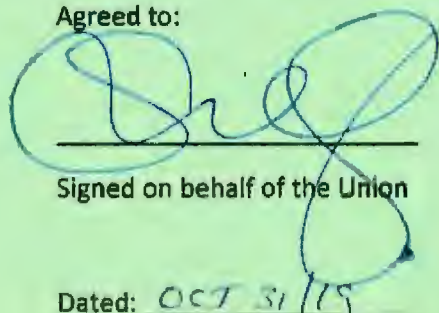
Availability of the Economic Stability Dividend

8. The Economic Stability Dividend will be provided for each of the following collective agreement years: 2015/16 (based on 2014 GDP); 2016/17 (based on 2015 GDP); 2017/18 (based on 2016 GDP); and, 2018/19 (based on 2017 GDP).

Allowable Method of Payment of the Economic Stability Dividend

9. Employers must apply the Economic Stability Dividend as a percentage increase only on collective agreements wage rates and for no other purpose or form.

Agreed to:



Signed on behalf of the Union

Dated: OCT 31 / 19



Signed on behalf of the Employer