

Memorandum of Settlement
between
VANCOUVER ISLAND UNIVERSITY
(referred to as "the Employer")
and
CUPE, LOCAL 1858 ("UNION")
(referred to as "the Union")

"Errors and omissions excepted"

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

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE CUPE, LOCAL 1858 (hereinafter called "the Union"), AGREE TO RECOMMEND TO THE UNION LOCAL MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING JULY 1, 2019 AND EXPIRING JUNE 30, 2022 (hereinafter called the "new Collective Agreement"), WILL 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 will 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 Union agree to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Schedule "A".

5. SCHEDULE "B"

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

SCHEDULE A

1. ARTICLE 34: TERM OF AGREEMENT – 3-year term

34.01 TERM OF AGREEMENT

This Agreement will be binding and remain in effect from ~~July 1, 2014 to June 30, 2019~~ July 1, 2019 to June 30, 2022. If no new agreement is reached by the expiration of this Agreement, it will remain in effect until a strike or lockout commences, or until a new or renewed agreement is entered into.

2. APPENDIX A: SALARY GRID - GENERAL WAGE INCREASES (GWI)

Update salary grid as follows:

- Effective July 1, 2019 all wage scales set out in the collective agreement that were in effect on June 30, 2019 will be increased by two percent (2%) *. The new rates will be rounded to the nearest whole cent or dollar as applicable.
- Effective July 1, 2020, the Service Improvement Allocation (SIA) transitional wage scale found in Schedule C will be increased by two percent (2%) *. The new rates will be rounded to the nearest whole cent or dollar as applicable.
- Effective July 1, 2021, all wage scales in the Collective Agreement which were in effect June 30, 2021 will be increased by two percent (2%). The new rates will be rounded to the nearest whole cent or dollar as applicable.

The following sets out the July 1, 2019 to June 30, 2022 wage grids (2% annual wage increase included):

July 1, 2019 (2%GWI)

Level	Step 1 Hourly	Step 2 Hourly
1	19.66	20.80
2	20.50	21.64
3	21.37	22.53
4	22.25	23.37
5	23.13	24.24
6	23.96	25.09
7	24.86	25.98
8	25.68	26.81
9	26.56	27.70
10	27.41	28.55

July 1, 2020 (2%GWI + SIA)

Level	Step 1 Hourly	Step 2 Hourly
1	20.05	21.22
2	20.92	22.07
3	21.82	22.98
4	22.76	23.84
5	23.74	24.72
6	24.76	25.64
7	25.83	26.59
8	26.94	27.58
9	28.11	28.60
10	29.32	29.66
11	30.64	31.00
12	32.01	32.39
13	33.46	33.85
14	34.96	35.37
15	36.53	36.96
16	38.18	38.63

July 1, 2021 (2% GWI)

Level	Step 1 Hourly	Step 2 Hourly
1	20.45	21.64
2	21.34	22.51
3	22.26	23.44
4	23.21	24.31
5	24.22	25.22
6	25.26	26.15
7	26.35	27.12
8	27.48	28.13
9	28.67	29.17
10	29.90	30.25
11	31.25	31.62
12	32.66	33.04
13	34.12	34.52
14	35.66	36.08
15	37.26	37.70
16	38.94	39.40

*These wage increases will apply to all current employees who are members of the bargaining unit on the date of ratification. Any former employees who worked for VIU and were part of the bargaining unit between July 1, 2019 and the date of ratification must notify the Employer of their claim for retroactive wages in writing or via email to VIU within eight (8) weeks of ratification in order to be eligible and receive the increased amount as retroactive pay.

3. Letter of Agreement #11: Joint Gender-Neutral Job Evaluation (JJE) Maintenance Agreement

Further to the CUPE Collective Agreement and the JJE Maintenance Agreement of January 2, 2007, enacted further to the Collective Agreement, the parties agree on the following recommendations made by the joint union/management committee:

- The modification of degree levels and weightings to 6 of the 12 compensable factors.
- The revised Classification Structure through the addition of classification levels above 10.
- The additions to “notes to raters” and to the Job Evaluation Position Questionnaire to clarify the intent and differentiation of degrees.

The parties agree that the modifications will increase objectivity, and accommodate the increase in demand and recruitment of paraprofessional and professional roles within CUPE 1858. The results of the degree modifications are as follows:

Chart 1: Current Job Evaluation Plan Degrees and Points

Current Degrees and Weights												
Degrees	Education	Experience	Complexity	Judgement	Physical Effort	Concentrated Effort	Dexterity	Impact of Decisions	Contacts Internal & External	Nature of Work Supervised	Supervisory Scope of Responsibility	Working Conditions
1	12	12	10	10	5	5	5	10	12	5	3	7
2	24	24	20	20	10	10	10	30	24	10	6	14
3	36	36	30	30	15	15	15	50	36	15	9	21
4	48	48	40	40	20	20	20	70	48	20	12	28
5	60	60	50	50	25	25	25	90	60	25	15	35
6	72	72	60	60	30	30	30	110	72	30	--	42
7	--	--	70	--	--	35	--	--	--	--	--	49
8	--	--	80	--	--	--	--	--	--	--	--	56

Chart 2: New Job Evaluation Plan Degrees and Points (modifications in red)

Proposed Degrees and Weights												
Degrees	Education	Experience	Complexity	Judgement	Physical Effort	Concentrated Effort	Dexterity	Impact of Decisions	Contacts Internal & External	Nature of Work Supervised	Supervisory Scope of Responsibility	Working Conditions
1	12	12	10	10	5	5	5	10	12	5	3	7
2	24	24	20	20	10	10	10	30	24	10	6	14
3	36	36	30	30	15	15	15	50	36	15	9	21
4	48	48	40	40	20	20	20	70	48	20	12	28
5	60	60	50	50	25	25	25	95	60	25	15	35
6	78	72	60	60	30	30	30	120	72	30	--	42
7	96	84	70	70	--	35	--	145	84	--	--	49
8	114	--	80	--	--	--	--	--	--	--	--	56
9	132	--	90	--	--	--	--	--	--	--	--	--

The Parties agree to add levels 11 - 16 (as set out in Schedule C below) in order place employees who score above a level 10 in their JJE. The points for these additional levels are as per Chart 3 below.

Chart 3: New Job Evaluation Points Ranges (modifications in red)

Points Start	0	211	246	281	316	351	386	421	456	491	526	561	596	631	666	701
Points End	210	245	280	315	350	385	420	455	490	525	560	595	630	665	700	735
Level	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16

The Parties commit to conclude all overdue or provisional (temp rated) JJE evaluations, as agreed by the JJE Committee, by July 1, 2021.

Resulting wage adjustments will be paid as follows:

- Overdue evaluations will be retroactive to July 1, 2020.
- Temp rated evaluations will be retroactive as per the JJE Maintenance Agreement section 5.3(c).
- Outstanding evaluations submitted prior to July 1, 2020 will be retroactive as per the JJE Maintenance Agreement section 5.3(c).

This agreement is without prejudice to any grievances the Union may file related to the Employer not paying positions rated above Pay Level 10 an increased wage rate.

The Parties further commit to participate in a Provincial Joint Job Evaluation Pilot Project and commit resources as necessary.

4. Letter of Agreement #12: Current CUPE Positions Subject to LOAs

The following six (6) CUPE roles have salaries governed by Letter of Agreements. Those positions will be reviewed by the CUPE JJE Committee within 6 months of ratification of the Collective Agreement and subsequently moved onto the CUPE Wage Grid.

Those positions are:

- Assistant Manager, Payroll (Position #00761)
- Engine and Emissions Systems Specialist (Position #00766)
- PD&T Program Coordinator (Position #00768)
- Business Case Analyst (Position #00796)
- Community Liaison Officer (Position #00811)
- Assistant Manager Client Services (Position #00802)

In the event the determined wage on the Wage Grid is higher than the LOA wage, the incumbent will receive retroactive pay as per the JJE maintenance agreement.

In the event that any incumbent in the above noted positions, upon JJE rating, is currently compensated at a rate higher than the pay rate for the relevant rating, the incumbent's current

salary will be maintained and the incumbent will be eligible for future wage increases negotiated by the Parties.

There are two (2) CUPE positions receiving Labour Market Adjustments (LMA) governed by a Letter of Agreement. These Positions will have the LMA adjusted to include the wages set out in the revised wage grid in Schedule C.

- Electrician (Position #00044)
- HVAC/Refrigeration Technician (Position #00396)

5. The parties agree to continue discussions on the two Letters of Agreement titled: "Inclusion {CUPE} and Exclusion {Admin} Criteria" and "Administrative to CUPE Positions" through ongoing Joint Labour Management discussions.
6. Article 22.07 – Benefits while on Parental or Maternity Leave and Parental Leave and Supplemental Employment Benefit (SEB)

The Employer withdraws their proposal of April 8, 2020 on SEB. This withdrawal is without prejudice to their current practice and position on this item.

22.07

The employee maintains coverage for medical, extended health, dental, and insurance benefits while on maternity, adoption or parental leave. The Employer agrees to pay the premiums to a combined leave maximum of seventy-eight (78) weeks plus any additional leave the employee is entitled to under Article 22.03 and Article 22.05(d).



7. Employee Benefits

For implementation June 30, 2020. The Parties agreed to:

- 1) Implement the estopped JEIP Practice Letter - Amend Collective Agreement: Article 29.04

29.04 Coverage While on LTD

Employees who are referred to JEIP or who have voluntarily applied to the JEIP, will have health and welfare and insurance benefit premiums covered during the three (3) month qualifying period for LTD. The University will pay ~~its share~~ **100%** of premiums for applicable Health and Welfare benefits for employees on Long Term Disability for the first ~~three (3)~~ **twenty four (24)** months of their approved LTD claim coverage. Coverage for the Health and Welfare package may be maintained by an employee, subject to the terms and conditions of the applicable Health and Welfare benefit, who has been on long-term disability for greater than ~~three (3)~~ **twenty four (24)** months provided the employee is willing to pay the Employer's share of the premiums in addition to the employee's share.

- 2) Add coverage for oral contraceptives to the medical benefits plan.
- 3) Add coverage of prescription sunglasses coverage to the medical benefits plan.
- 4) Delete requirement of a doctor's recommendation to access massage therapy coverage and;
- 5) The following changes to Article 29.02 b)

29.02 EMPLOYEE BENEFITS

b) Manulife Financial

Manulife Financial is the benefits carrier which provides extended health benefits and dental coverage.

i) Extended Health Benefits

Employees are eligible to join EHB the first of the month following employment providing they are in one of the following categories:

- 1) Regular full-time (including full-time probationary);
- 2) Regular part-time (including part-time probationary) whose hours are thirty-five (35) hours biweekly or more;



- 3) Temporary (including temporary probationary) whose hours are forty (40) hours per biweekly or more and whose appointment is for at least five (5) months.

EHB will include:

- 1) Unlimited lifetime maximum;
- 2) EHB, at eighty percent (80%) reimbursement including hearing aid benefit claims up to a maximum of **one thousand ~~six hundred~~ dollars (\$1000 ~~600.00~~)** every five (5) years, per covered family member.
- 3) Vision Care at one hundred percent (100%) reimbursement up to a maximum of **five hundred ~~four hundred and twenty five~~ dollars (\$500.00 ~~425.00~~)** every two (2) years per covered family member;
- 4) Vision Exams will be reimbursed a total of seventy-five dollars (\$75.00) every two (2) years, per covered family member.
- 5) Emergency Travel Assistance. The Employer will contribute one hundred percent (100%) of the premiums.

ii) Dental Benefits

Employees are eligible to join the dental plan on the first of the month following one (1) month employment providing they are:

- 1) Regular full-time (including full-time probationary);
- 2) Regular part-time (including part-time probationary) whose hours are thirty-five (35) hours biweekly or more;
- 3) Temporary (including temporary probationary) whose hours are forty (40) hours per biweekly or more and whose appointment is for at least five (5) months.

The Dental Plan will provide coverage including:

- 1) one hundred percent (100%) of basic diagnostic, preventative, restorative and periodontic services (Plan A); dental recall exams (polishing, application of fluoride and recall) are once every nine (9) months except covered dependent children (up to age nineteen (19)) and those with dental problems as approved by the Plan.
- 2) sixty percent (60%) of major restorative services such as crowns, bridges, and dentures (Plan B);
- 3) fifty percent (50%) of orthodontia for dependent children (Plan C) to a maximum **two ~~three~~ thousand dollars (\$3000 ~~2000.00~~)** per child. The Employer will contribute one hundred percent (100%) of the premiums.

iii) Group Life Insurance/Accidental Death & Dismemberment Insurance

Employees are required to join the group insurance program on the first day of the month following one (1) month's employment provided they are:

- 1) Regular or probationary full-time;



- 2) Regular or probationary part-time with a minimum of thirty-five (35) hours biweekly.

The University contributes one hundred percent (100%) of premiums for life insurance and accidental death and dismemberment insurance.

NOTE: The Life Insurance Program is a single package. The current monthly contributions chart is available upon request to the Human Resources Office. Employees on leave of absence will be responsible for their own premiums except as otherwise provided in this contract.

iv) Long Term Disability Insurance

Employees are required to join the long term disability insurance program on the first day of the month following one (1) month's employment provided they are:

- 1) Regular or probationary full-time with a minimum of eight (8) months per year;
- 2) Regular or probationary part-time with a minimum of eight (8) months per year and thirty-five (35) ~~forty (40)~~ hours biweekly.
- 3) **Employees in temporary positions moving into regular positions will join the plan immediately upon commencing a regular position.**

The Employer contributes one hundred percent (100%) of premiums for long-term disability insurance.



SCHEDULE B

The following are tentative agreements ("greens" or "T-Docs") between the Employer and the Union that occurred during the course of negotiations. The parties agree that the following "T-Docs" form part of this schedule and Memorandum Of Settlement.

T-Doc	Description	Date signed
1	Housekeeping: Capitalization convention, 1.03, 2.01, amend HR Title, 2.09(B), 13.03, 16.05(A), 17.01(a), 19.01, 19.03, 19.11, 24.01(B), 21.07, 22.02, 23.04(D), 26, 28.02, 36.01, Appendix A, LOA #1, LOA #5	19 Sept 2019
2	Housekeeping: 8.05, 9.02, 13.04(B), 15, 19.07, 22.01, 28.03(b)	19 Sept 2019
3	Housekeeping: 14.07, Appendix C	19 Sept 2019
4	Housekeeping: 14.02, 16.09, 28.11(c), 18.02(a)	19 Sept 2019
5	21.01 (Bereavement leave), 16.12 (Banking of OT)	24 Sept 2019
6	15.08 (Change of work location), 19.12 (EFAP)	30 Sept 2019
7	Article TBD/ new statement re ESA, 23.02(f) new, lttr to CUPE re paid time for convocation, lttr to CUPE re UCIPP coverage, new LOA re Duty to Accommodate	12 Dec 2019
8	Housekeeping: 35 (HRDB)	30 Sept 2019
9	1.04 (Human Rights), 11.03 (Seniority for Temporaries), 25 (Tech Change),	30 Sept 2019
10	Housekeeping: 17.02 (Non-Service Days)	1 Oct 2019
11	2.11 (Harassment)	3 Oct 2019
12	22.05 (Parental Leave)	3 Oct 2019
13	28.11(a), (e) & (f) (Weather Closure / Snow and Ice Removal)	3 Oct 2019
14	10.04 (HR files)	3 Oct 2019
15	Housekeeping: LOA #2 renew	30 Oct 2019
16	Housekeeping: LOA #4 renew	30 Oct 2019
17	Housekeeping: LOA #5 renew with amendment	30 Oct 2019
18	Housekeeping: Delete the following: LOA #6 & #8	30 Oct 2019
19	LOA #3 renew with update	13 Nov 2019



20	Housekeeping: 18.11 (Banking Vacation Credits)	20 Nov 2019
21	18.03 (Regular Employees Assigned less than 12 Mnths)	3 Dec 2019
22	Replace Article 12 with amended LOA #7 language (Layoff and Recall). Delete LOA #7.	9 Dec 2019
23	Housekeeping: 20.04(B) (Professional Development)	6 Feb 2020
24	New LOA re Starbucks and 21.03 (FT or PT union or public duties)	7 Feb 2020
25	1.05(D) (Definitions), 1.05(e), 13.01 (Job Postings)	10 Feb 2020
26	31.05 (University Closures)	11 Feb 2020
27	New LOA re Standby	14 Feb 2020
28	29.02(A) (MSP), new LOA re MSP, 21.09 new (Compassionate Care Leave)	14 Feb 2020
29	21.08 new (Domestic or Sexual Violence Leave)	28 Feb 2020
30	16.01 to 16.13 (Overtime)	28 Feb 2020
31	19.09 (JEIP) amendment	4 Mar 2020
32	29.02 (Employee Benefits), new LOA re Designated 40 hr work week	9 Mar 2020
33	14 (Hours of work)	9 Mar 2020
34	15 (shift work) and new LOA #1 re Shift Work – delete old LOA #1	9 Mar 2020



Vancouver Island University & CUPE Local 1858

Collective Agreement Negotiations

For Agreement Expiring June 30, 2019

Article: Housekeeping

Date: Sept 19, 2019

Time: 3:49 pm.

The parties agree to amend the Collective Agreement as follows:

1. **U1**
ARTICLE NO: N/A
TITLE OF ARTICLE: GENERAL

Capitalize the first letter of bulleted items throughout the Collective Agreement.

2. **HE02**
ARTICLE 1 – PREAMBLE 1.03 USE OF MASCULINE AND SINGULAR TERMS

~~"The Union proposes that~~ The parties agree that the contract be recognized as gender-neutral, i.e. change any reference to he/him/his, etc. to employee."

UPDATE LANGUAGE AS THE CHANGES REFERRED TO HAVE BEEN MADE.

3. **U2**
ARTICLE NO: 2.01 (PREAMBLE)
TITLE OF ARTICLE: BARGAINING UNIT DEFINED

"The bargaining unit shall comprise all employees included in the bargaining unit as described in the certificate ~~at each university or institution~~ issued by the Labour Relations Board of British Columbia, except positions excluded by mutual agreement between the local parties or excluded by the Labour Relations Board of British Columbia."

4. **U3**
ARTICLE NO: 2.03, 8.05, 19.02, 1.05F, 16.13, 21.03, 21.06 (ALL REFERENCES IN AGREEMENT)
TITLE OF ARTICLE: N/A

Change references to the ~~"Director of HR/Executive Director"~~ to the "Associate Vice-President, Human Resources"

5. U4
ARTICLE NO: 2.09(B)II (ALSO LAST PARAGRAPH)
TITLE OF ARTICLE: TIME OFF FOR UNION BUSINESS

Change "Section 8.01" to "Article 8.01".

6. U7
ARTICLE NO: 13.03
TITLE OF ARTICLE: NO OUTSIDE ADVERTISING AND INTERNAL APPLICANTS

"The Employer will not make any information about external applicants available to the hiring search committee, nor will any external applicants be considered until the applications of internal applicants have been thoroughly processed and no qualified applicant as per Article 13.04 is found.

Applications will be assessed and applicants short listed based solely on information provided on the application to the specific posting."

7. U11
ARTICLE NO: 16.05(A)I
TITLE OF ARTICLE: OVERTIME COMPENSATION

"Time and one-half for the first four (4) overtime hours worked after a normal full time work day, and"

8. U13
ARTICLE NO: 17.01(A)
TITLE OF ARTICLE: GENERAL HOLIDAYS

"Regular, temporary and probationary employees shall receive their regular pay for the following general holidays:

New Year's Day	British Columbia Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

and any other day proclaimed by the Government of Canada, or the Government of British Columbia or the Employer. Regular and temporary part-time employees shall have this entitlement pro-rated."

9. HE06
ARTICLE 19 – SICK LEAVE 19.01 SICK LEAVE ENTITLEMENT

"Absences in excess of five (5) consecutive working days must may be required to be supported by a medical certificate."

10. U16, HE06

ARTICLE No: 19.03

TITLE OF ARTICLE: BONUS SICK LEAVE ENTITLEMENT FOR LONG SERVICE EMPLOYEES

"Effective April 1, 2006, the Employer agrees to establish a bonus bank of thirty-five (35) hours annually. This bank will be available to regular employees who have reached twenty (20) years of continuous service or more and have eight hundred forty (840) hours entitlement, accumulated at the first pay period each January, under Article ~~19.02~~ 19.01. Once an employee becomes entitled to this bank their entitlement will continue for the duration of their continuous service. Hours in this bank are not eligible for the payout under Article 19.07.

Each January the bank will be replenished to thirty-five (35) hours (prorated for part-time regular employees). Any balance remaining at December 31 will not carry forward. In cases, where an employee retires or terminates before December 31 the thirty-five (35) hours will be prorated and if the amount used that year exceeds this entitlement the arrears will be deducted from the final pay. An employee may not borrow against this bonus bank."

11. U19

ARTICLE No: 19.11

TITLE OF ARTICLE: WORKERS COMPENSATION LEAVE

"Employees with accumulated sick leave to their credit shall turn over, or cause to be turned over, to the Employer, any wage loss monies paid or payable to them by ~~the Workers' Compensation Board~~ ^{PME DH} WorkSafeBC, and upon so doing will receive full pay up to the value of the accumulated sick leave.

In such cases there will be a deduction from the accumulated sick leave of the percentage by which ~~the Workers' Compensation Board~~ ^{PME DH} WorkSafeBC does not recompense the Employer. If there is no credit of sick leave, the employees will retain their ~~Workers' Compensation Board~~ WorkSafeBC cheques."

12. U19

ARTICLE No: 24.01(B)

TITLE OF ARTICLE: SUPPLY OF WORK CLOTHES

^{PME} "Vancouver Island University will require regular, temporary and casual employees, in positions identified by ~~Workers' Compensation Board Regulations~~ ^{the} Occupational Health and Safety Regulation pursuant to the Workers Compensation Act, to wear safety footwear.

Regular employees, occupying identified positions, will be reimbursed for the purchase of safety footwear as required but no more frequently than every thirty-six (36) months, unless approved by their supervisor. Footwear must meet the requirements of Canadian Standards Association Standard Z195 "Safety Footwear," pursuant to Industrial Health & Safety Regulations. Actual cost will be reimbursed to a maximum of one hundred eighty dollars (\$180.00) upon submission of the receipt."

13. U21

ARTICLE No: 21.07

TITLE OF ARTICLE: LEAVE OF ABSENCE FOR UNIVERSITY COMMITTEES

"An employee whose assigned work schedule would prevent ~~him/her~~ them from attending meetings of a University committee to which ~~he/she has~~ they have been elected or appointed, will be granted a leave of absence from ~~his/her~~ their regular duties without loss of pay or other entitlements to attend such meeting(s).

Where such leave is granted, the Employer will replace the employee as necessary. The cost of this provision will be borne by the institution as a general operating expense."

14. U23

ARTICLE NO: 22.02

TITLE OF ARTICLE: SENIORITY RIGHTS ON RE-EMPLOYMENT

"An employee who makes application for re-employment prior to the expiration of maternity or parental leave shall retain service credits and seniority rights accumulated prior to maternity or parental leave of absence.

The employee shall be deemed to have resigned on the date upon which leave of absence without pay commenced if an application for re-employment is not made prior to the expiration of the leave."

15. U24

ARTICLE NO: 23.04(D)III

TITLE OF ARTICLE: UNSAFE WORKING CONDITIONS

"When there is no Joint Occupational Health and Safety Committee member who ~~that~~ is knowledgeable in the work, or the worker is not represented by a trade Union, any other reasonably available worker selected by the worker."

16. U25 AND HE09

ARTICLE NO: 26

TITLE OF ARTICLE: JOINT JOB EVALUATION COMMITTEE

"The parties initially entered into agreement December 17, 1992 and updated the agreement in January 2007, to ensure the Joint Gender-Neutral Job Evaluation Plan remains current and operational and to that end endorsed the Joint Gender-Neutral Job Evaluation Maintenance Agreement.

The parties agree that a guiding principle for the Committee is that there shall be no discrimination between ~~male and female~~ employees wherein a person of one ~~sex~~ gender is paid more than a person of ~~the~~ another sex gender for similar or substantially similar work."

17. U26

ARTICLE NO: 28.02

TITLE OF ARTICLE: EQUAL PAY

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

18. HE13

ARTICLE 36 – SYSTEM-WIDE ELECTRONIC JOB REGISTRY 36.01 POSTING

"36.01 a) All employment opportunities of half-time (1/2) or more and longer than three (3) months in duration will appear on the PSEA website as a link to the Vancouver Island University Posting webpage. The Employer shall not consider a self-identified applicant from the layoff registry until the internal selection process has failed to appoint an internal applicant."

19. HE14

APPENDIX A – SALARY GRID

Remove reference to Economic Stability Dividend

20. U31

ARTICLE NO: LETTER OF AGREEMENT #1

TITLE OF ARTICLE: N/A

"Re: Article ~~14.03~~14.04 Additional Hours for Regular Part-Time Employees and Article 15.04 Short Change Over"

"The parties agree that short change over premium pay under Articles ~~14.03~~14.04 and 15.04 will not apply to regular part-time, temporary, and casual employees working in the Food Services Department."



21. hE15

ARTICLE NO: LETTER OF AGREEMENT #5

TITLE OF ARTICLE: N/A

Remove list of named expedited arbitrators.

~~"The expedited arbitrators who shall act as sole arbitrators, shall be Mark Brown, Chris Sullivan and Irene Holden. These arbitrators shall be assigned to cases on a rotating basis in the order in which they have been listed here, or by mutual agreement if this will facilitate an earlier hearing and decision. If none of the arbitrators are available then the s~~The selection of an arbitrator ~~will~~may be mutually agreed to by the parties or appointed in accordance with Article 9.02."

 Patricia Elliott, Bargaining Chair Vancouver Island University	 Deborah Hopper, President, CUPE Local 1858
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Dated this 19th day of September, 2019.



Vancouver Island University & CUPE Local 1858

Collective Agreement Negotiations

For Agreement Expiring June 30, 2019

Article: Housekeeping

Date: *Sept. 19, 2019*Time: *3:51 pm**The parties agree to amend the Collective Agreement as follows:***1. U5****ARTICLE NO: 8.05****TITLE OF ARTICLE: SETTLING OF GRIEVANCES****"Step 4**

Failing satisfactory settlement being reached in Step 3 on matters of suspension and dismissals, the grievance committee may submit the written grievance within ten (10) working days to the University ~~Executive~~ President or designate which shall within ten (10) working days after the receipt of the grievance, grant a hearing to the Union on the grievance. ~~Executive~~ University President or designate shall render a decision on the grievance within ten (10) working days of the hearing.

Step 5

Failing a satisfactory settlement being reached in Step 3 or 4, the Union may refer the dispute to arbitration within twenty (20) working days after receipt of the decision of the University President or designate ~~Executive~~ or Executive Director, Human Resources or designate."

2. U6**ARTICLE No:9.02****TITLE OF ARTICLE: FAILURE TO APPOINT**

"If the party receiving the notice fails to appoint an arbitrator, or if the two (2) appointees fail to agree upon a chairperson within seven (7) days of their appointment, the appointment shall be made by the ~~Minister of Labour~~ BC Labour Relations Board upon request of either party."

3. U8**ARTICLE No: 13.04(B)****TITLE OF ARTICLE: ROLE OF SENIORITY IN PROMOTION AND TRANSFERS**

"Persons with temporary or casual seniority pursuant to Article 11.03 shall be given preference for posted positions where their skill, knowledge, and ability is equivalent to that of the other outside job

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applicants. In the event two (2) or more such applicants are relatively equal in their skill, knowledge, and ability, seniority shall be the determining factor.

Applicants who wish to exercise their rights under this clause must identify on the application that they have temporary or casual service during the previous eighteen (18) calendar months.

Temporary and casual employees who have accumulated a minimum of six hundred (600) hours of temporary seniority, as per Article 11.03, shall be considered internal applicants for the purposes of job postings. In the event the selection process requires a tie breaker, the employee's temporary seniority hours will be converted to a notional seniority date using a seven (7) or eight (8) hour work day based on the employee's current or most recent position, and that seniority date shall be the determining factor."

4. U10

ARTICLE NO: 15.00

TITLE OF ARTICLE: SHIFT WORK

Amend title of article to: "Shifts Work"

5. U18 AND HE06

ARTICLE NO: 19.07

TITLE OF ARTICLE: PAYMENT FOR ACCRUED SICK LEAVE ON TERMINATION OR RETIREMENT

"An-employee having accrued sick leave to their credit shall:

- a) On termination, receive a salary grant equal to fifty percent (50%) of such credit up to a maximum of four hundred twenty (420) hours at the rate of pay effective at the termination date provided the employee has completed three (3) years' regular service; or
- b) On retirement, receive a salary grant equal to one hundred percent (100%) of such credit up to a maximum of eight hundred forty (840) hours at the current rate of pay effective at the retirement day. This benefit is only available to employees aged fifty-five (55) or older.

In the event of death, the value of the accrued sick leave shall be paid to the employee's estate."

6. U22

ARTICLE NO: 22.01

TITLE OF ARTICLE: MATERNITY LEAVE

"A pregnant employee will qualify for maternity leave:

- a) Upon request the employee will be granted leave of absence without pay for a period of not more than seventeen (17) consecutive weeks.
- b) The period of maternity leave without pay will begin no earlier than ~~eleven (11)~~ thirteen (13) weeks before the expected date of birth and no later than the actual birth date.

- c) The Employer may, upon the request of the employee, defer the commencement of maternity leave if the date originally requested was prior to the birth of the child.
- d) On return from maternity leave, an employee will be placed in their former position or in a position of equal rank and salary.
- e) If an employee maintains coverage for medical, extended health, dental, and insurance benefits while on maternity, adoption or parental leave, the Employer agrees to pay the premiums to a combined leave maximum of six (6) months. If the employee does not return, the Employer may redeem the premiums.
- f) Incremental progression will be awarded as specified in the Employment Standards Act.
- g) When on maternity leave, an employee shall accrue full vacation entitlement. Vacation pay credits shall not be accrued during the leave."



7. hE10

Article No.: 28.03(b)

Title of Article: Payment of Wages and Allowances 28.03 Rates of Pay

"An employee without supervisory recognition as per the job evaluation plan and who is designated leadhand shall receive an additional one dollar (\$1.00) per hour on the base rate. Leadhand status ~~must be is~~ designated by the ~~Vice President, Administration and Finance~~ applicable manager and will normally recognize the fact that an employee is in charge of three (3) or more additional employees; however, leadhand status may also recognize a responsibility for the direction and coordination of specific work unit activities.

In cases where an employee who has a supervisory assignment for which supervisory points are assigned in Job Evaluation and is temporarily assigned an additional supervisory role (three (3) employees or more) that employee shall also receive leadhand pay, unless such supervision results in the employee performing the principal duties of a higher paying position, in which case substitution pay pursuant to Article 28.04 applies, if in excess of leadhand rate."

 Patricia Elliott, Bargaining Chair Vancouver Island University	 Deborah Hopper, President, CUPE Local 1858
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Dated this 19th day of September, 2019.

Vancouver Island University & CUPE Local 1858

Collective Agreement Negotiations

For Agreement Expiring June 30, 2019

Article: Housekeeping

Date: *Sept 19, 2019*Time: *3:52 pm**The parties agree to amend the Collective Agreement as follows:*

hE03

ARTICLE NO: 14.07

TITLE OF ARTICLE: "FLEXIBLE COMPRESSED WORK SCHEDULE"

"Regular employees who work a minimum of twenty-nine (29) hours per week may apply for a flexible compressed work schedule. Application of the flexible compressed work schedule must not produce any additional cost (i.e., overtime, other premium pay, additional manpower requirements or fringe benefits costs) or any noticeable reduction in service from the level of service rendered at the time of implementation.

When a general holiday falls in a pay period, that entire pay period reverts back to the normal five (5) days per week, seven (7) hours per day routine. This arrangement concerning general holidays may be waived by the administrative supervisor on any of the general holidays. If the arrangement is waived and a general holiday falls on a scheduled day off, the employee will take off an alternate day at a mutually convenient time within twenty (20) working days. In this instance, the employee will be required to make up the additional time for each general holiday. The time must be made up in the same twenty (20) working day period.

The flexible compressed work schedule may be suspended by the administrative supervisor, in consultation with the employees, should it become operationally necessary. The suspension could affect any or all of the work units involved.

Any employee who prefers to remain on their regular hourly pattern may elect to do so. Having chosen a regular hour cycle, the employee may later apply to change hours to a flexible compressed work schedule and, if the change is approved, entry into the plan would be at the beginning of a biweekly pay period which does not include a general holiday."

U30

ARTICLE NO: APPENDIX C

TITLE OF ARTICLE: "APPENDIX C – POST SECONDARY EMPLOYERS ASSOCIATION LAYOFF REGISTRY (SEE ARTICLE 36)"


"Registry Form 001

0) (For PSEA use only:)

1. College/Institute/Agency of Origin:
2. Registrant :
3. Start Date: Yrs. Of Seniority:
4. Previous Position Held:
5. Current Position Held:
6. ~~Date of Layoff Notice~~ Date Employee Notified of Layoff:
7. ~~Date of Availability~~ Effective Date of Layoff:
8. ~~Registrant Electronic Resume available at~~ Date of Employee's Availability:
(if different than effective date of layoff)
9. Regular Employee or Non Regular Employee
10. FTE: _____

College/Institute/Agency Personnel Contact Person:

College Personnel Contact Phone Number:

Bargaining Unit Chairperson/Local President

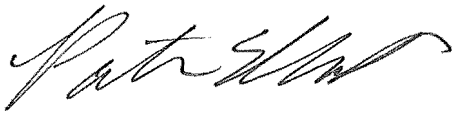

Bargaining Unit Chairperson/Local President Phone Number:

Information Release Waiver for the purposes of the "Freedom of Information and Protection of Privacy Act".

I agree that the above personal information, my current resumé, and the positions I was interviewed for can be made available to prospective Employers and Union via the internet or other means.

Signature of Registrant

Date"

 Patricia Elliott, Bargaining Chair Vancouver Island University	 Deborah Hopper, President, CUPE Local 1858
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Dated this 19th day of September, 2019.

Vancouver Island University & CUPE Local 1858

Collective Agreement Negotiations

For Agreement Expiring June 30, 2019

Article: Housekeeping

Date:

Sept 19, 2019

Time:

3:53pm

The parties agree to amend the Collective Agreement as follows:

1. U09
Article No: 14.02
Title of Article: Standard Work Day

"The standard work day for non-shift employees shall be seven (7) or eight (8) hours exclusive of the meal period."

2. U12
ARTICLE NO: 16.09
TITLE OF ARTICLE: OVERTIME FOR PART-TIME EMPLOYEES

"Part time employees are eligible for overtime compensation when they are required to work more than ~~seven (7) hours in a day~~ the standard work day as per Article 14.02. Except for employees on a rotating shift, which requires more than five (5) consecutive days of work, part time employees required to work in excess of five (5) days in a week, are eligible for overtime compensation for all work performed in the sixth (6th) and seventh (7th) days. Overtime rates as defined in 17.01 (d) shall apply for all work performed on general holidays."

3. U27
ARTICLE NO: 28.11(c)
TITLE OF ARTICLE: WEATHER CLOSURE/SNOW AND ICE REMOVAL

"Compensation, in addition to the terms of the Collective Agreement, will be in the form of time off equivalent to the assigned regular hours to a maximum of ~~seven (7) hours per day~~ the standard work day as per Article 14.02."

4. U14
Article 18.02 (a) - Amend as follows:
Vacation Entitlement

"Basic vacation entitlement will accrue at the following rates:

- i) 4.04 (4.62 for eight-hour employees) hours per pay period from the start of regular

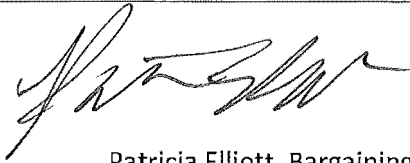
employment (three (3) weeks per year);

ii) 5.39 **(6.15 for eight-hour employees)** hours per pay period from the pay period following the start of the fifth (5th) year of regular employment (four (4) weeks per year);

iii) 6.73 **(7.69 for eight-hour employees)** hours per pay period from the pay period following the start of the tenth (10th) year of regular employment (five (5) weeks per year);

iv) 8.08 **(9.23 for eight-hour employees)** hours per pay period from the pay period following the start of the eighteenth (18th) year of regular employment (six (6) weeks per year).

Part time employees will have vacation entitlement pro-rated."



Patricia Elliott, Bargaining Chair
Vancouver Island University



Deborah Hopper,
President, CUPE Local 1858

Dated this 19th day of September 2015.

Vancouver Island University & CUPE Local 1858

Collective Agreement Negotiations

For Agreement Expiring June 30, 2019

Article: * Substantive/Housekeeping

Date: Sept. 24, 2019

Time: 3:28pm.

*The parties agree to [enter description of change/addition]:***E10****Article No: 21****Title of Article: Special and Other Leave****21.01 Bereavement Leave**


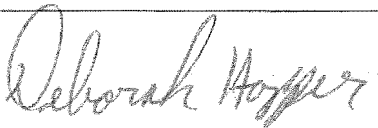
In the case of bereavement in the immediate family an employee not on leave of absence without pay shall be entitled to special leave at the regular rate of pay, for the period of bereavement which shall normally not exceed five (5) working days, including, if necessary, an allowance for immediate return travelling time. The leave shall commence from the date of death to and including the date of the funeral, cremation, or interment. However, in the event the funeral, cremation, or interment is not held until a later date, the leave may be taken non-consecutively normally within three (3) months of the date of death.

U16**Article No: 16.12****Title of Article: Banking of Overtime**

At the time of reporting overtime hours, employees, except casuals, shall have the option to:

- a) bank overtime hours at the applicable overtime rates and take compensating time off at a later mutually agreeable time between the employee and supervisor,
- b) receive pay at the applicable overtime rates on the next pay cheque.
- c) The supervisor and employee are expected to manage the utilization of accrued overtime. Any remaining credit balance at August 31, or on termination, will automatically be processed by Payroll for payout upon receipt of the August attendance reports. **Notwithstanding the above, banked overtime may be used by November 30 if it is scheduled prior to August 31.**
- d) Once an employee elects banking or pay for an instance of overtime, no change shall occur.

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 Don Vander Sluis (For) Patricia Elliott, Bargaining Chair Vancouver Island University	 Deborah Hopper, President, CUPE Local 1858
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Dated this 24 day of Sept., 2019.

Vancouver Island University & CUPE Local 1858

Collective Agreement Negotiations

For Agreement Expiring June 30, 2019

Article: Substantive

Date: Sept. 30, 2019

Time: 4:33 pm

The parties agree to amend the Collective Agreement as follows:

1. U12

ARTICLE NO: 15.08

TITLE OF ARTICLE: CHANGE OF WORK LOCATION

"Except in the case of temporary assignment changes for a duration of less than one (1) month, and except in the case of emergencies, the Employer will give a regular employee two (2) weeks advance notice in writing stating reasons, prior to implementing any change in the employee's designated work location. Changes to an employee's designated work location will be within a 20 kilometre radius of the employee's current designated work location or by mutual agreement of the parties."

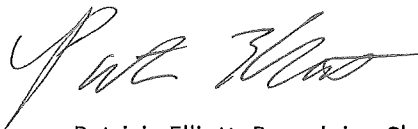
2. U21

ARTICLE NO: 19.12

TITLE OF ARTICLE: EMPLOYEE AND FAMILY ASSISTANCE PROGRAM

"The parties agree that an Employee and Family Assistance Program is mutually beneficial. Information about the program is available at the Human Resources Office or from a Union Steward or Executive member.

For as long as the premiums for this program are equally shared between the Employer and Employees, changes to the levels of benefit must be mutually agreed to between the Employer and the Union. The Employer shall consult with the Union prior to any change of EFAP service provider."



Patricia Elliott, Bargaining Chair
Vancouver Island University



Deborah Hopper,
President, CUPE Local 1858

Dated this September 30, 2019 day of _____, 2019.



Vancouver Island University & CUPE Local 1858

Collective Agreement Negotiations

For Agreement Expiring June 30, 2019

Article: Substantive

Date: December 12, 2019

Time: 4:06 pm

The parties agree to amend the Collective Agreement as follows:

Proposal: U36

Article: Location to be determined

"In accordance with the Employment Standards Act, no employee is required or expected to work for free."

Proposal: U29

Article: 23.02(f) New

"Faculty-based, departmental and campus-specific safety sub-committees exist and are formed from time to time at VIU. These sub-committees do not displace the legislative responsibilities of the Joint Occupational Health and Safety Committee under the Workers' Compensation Act."

Proposal: U24

Letter to CUPE

Vancouver Island University is currently undertaking the creation of a policy/guideline that will provide all employees, including CUPE Local 1858 employees, with a paid day off to attend their convocation ceremony at any post-secondary institution. VIU undertakes to have this policy/guideline in place during the term of this collective agreement. If, prior to the finalization of this policy/guideline, a CUPE employee requires a day off to attend their convocation ceremony, that request will be granted with pay.

Proposal: U43

Letter to CUPE

VIU confirms, further to section 69 of the *University Act* and the University, College & Institute Protection Program (UCIPP), that CUPE 1858 employees, working in the execution of their duties on behalf of VIU, will have legal expenses and liability (should any be found) covered by the UCIPP insurance policy.

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Proposal: Union Discussion Topic No 5

New Letter of Agreement: Duty to Accommodate

"In the spirit of Article 1.04 of the VIU-CUPE 1858 Collective Agreement, the Parties agree to jointly develop materials specifically on the Duty to Accommodate and the rights and responsibilities of employers, unions and employees under the Human Rights Code.

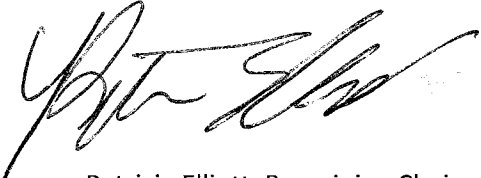

The Parties will jointly undertake a review of current VIU materials related to the Duty to Accommodate as well as a review of public sector best practices.

Consideration will include, but not be limited to:

- identification of current challenges
- recent developments in accommodation, including mental health
- opening the discussion to other interested groups in the VIU community

These materials will be jointly developed within one year of ratification and provided to managers and employees on the Human Resources website and departmental bulletin boards.

Both Parties agree this is a living process and will be regularly reviewed by the Labour Management Committee and updated as mutually agreed."

 Patricia Elliott, Bargaining Chair Vancouver Island University	 Deborah Hopper, President, CUPE Local 1858
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Dated this 18th day of December, 2019.
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Vancouver Island University & CUPE Local 1858

Collective Agreement Negotiations

For Agreement Expiring June 30, 2019

Article: Housekeeping

Date: 4:33pm

Time: September 30, 2019

The parties agree to amend the Collective Agreement as follows:

1. HE12

ARTICLE NO: 35

TITLE OF ARTICLE: HUMAN RESOURCES DATA BASE

"For so long as there is a Human Resources Data Base administered by the PSEA, then the following shall apply:

- a) The Parties agree to provide and support the accumulation and dissemination of available data to PSEA the Centre for Education Information Standards and Services, or some other mutually agreed-upon organization. The Parties may undertake joint projects for the comparative analysis of such data.
- b) The Parties recommend that the Ministry of Advanced Education provide funding to assist in the gathering, analysis, and maintenance of such data through the agreed-upon organization.
- c) The Parties believe that their ongoing and collective bargaining relationships are enhanced through useful, timely and accessible data on relevant human resources matters, including those listed below.
- d) Relevant ~~M~~atters Include:

Health and Welfare

- Types of coverage
- Participation rates
- Premiums
- Cost sharing
- Commission costs
- Available studies commissioned by Government agencies e.g. comparative benefit analysis
- Carrier contracts

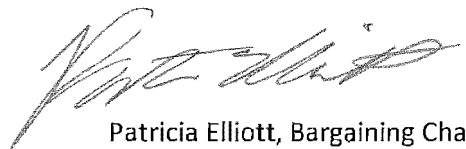

Collective Bargaining

- Wage information and any other bargaining unit compensation information requested
- Demographics: age, sex, salary, placement, status
- Analysis of local Collective Agreements within the system
- Pension Plan participation rates

Contract Administration

- Arbitration, Labour Relations Board and other decisions and costs thereof for the system
- Local Letters of Understanding."

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 Patricia Elliott, Bargaining Chair Vancouver Island University	 Deborah Hopper, President, CUPE Local 1858
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Dated this 30th day of Sept., 2019.

Vancouver Island University & CUPE Local 1858

Collective Agreement Negotiations

For Agreement Expiring June 30, 2019

Article: Substantive

Date: September 30, 2019

Time: 4:37pm

The parties agree to amend the Collective Agreement as follows:

1. U03/E01

ARTICLE NO: 1.04

TITLE OF ARTICLE: HUMAN RIGHTS CODE

"The parties hereto subscribe to the principles of the Human Rights Code of British Columbia and agree to uphold these principles.

As per the Human Rights Code, there will be no discrimination with respect to an employee's employment by reason of race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, or age of that person or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person."

2. U05

ARTICLE NO: 11.03

TITLE OF ARTICLE: SENIORITY FOR TEMPORARIES

"Seniority for temporaries and casuals shall be defined as the number of hours an employee has worked in temporary or casual positions.

This seniority may only be applied as outlined below:

- a) For the purposes of filling posted vacancies pursuant to Article 13.04 (b).
- b) For the purposes of lay-off from temporary positions pursuant to Article 12.01 (k).

Seniority will expire if a period of eighteen (18) months elapses from the end date of the last temporary or casual assignment.

The Employer shall maintain a list showing the accumulated hours for each person. An up-to-date copy of this list shall be sent to the Union, University departments and posted on the two (2) designated bulletin boards (Human Resources and Payroll on Nanaimo campus) in January and June of each year.

When a temporary employee is successful in obtaining a regular position, regular seniority will be calculated and back-dated to include all service at the University as a temporary provided there has not been a break in service exceeding eighteen (18) months. In the event the employee is not successful in

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their probation for this regular position, their regular seniority will be converted back to temporary seniority.

The conversion of temporary seniority to regular seniority shall be calculated using the factor of one thousand eight hundred twenty (1820) hours per year (hpy) for positions with a seven hour work day or using the factor of two thousand eighty (2080) hpy for positions with an eight hour work day. The conversion factor will be determined by the majority of the employee's workdays (7 or 8 hour days) within the previous twelve (12) months."

3. U32

ARTICLE NO: 25

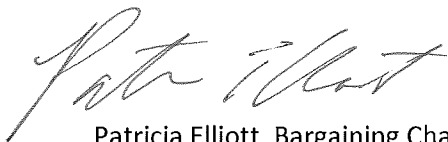

TITLE OF ARTICLE: TECHNOLOGICAL CHANGE

"25.01 The parties recognize that technological change is ongoing. Employees will be provided with adequate opportunities for training on new technology, which includes software.

25.02 The Employer will discuss proposed technological changes with the Union and will give as much notice as possible to employees affected to give them the opportunity to train to operate the new machinery/technology. A probationary or regular employee will be offered training where there is a reasonable expectation that the employee will be fully trained to operate the new machinery/technology within the notice period that would have been provided to the employee in the event of a layoff (as set out in Article 12.01 (d)). When the employee is training, the Employer will maintain the employee's wages and benefits and pay for the costs of training as set out in Article 20.02 (b) and Article 28.07/9 as appropriate.

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Where an employee is unable to perform their job after receiving training, they will be laid off in accordance with Article 12 except that there will be no requirement for additional notice or pay in lieu of notice (severance pay). An employee who is otherwise laid-off due to technological change, and training is not provided, will be provided the same layoff and recall rights as provided to employees under Article 12."

 Patricia Elliott, Bargaining Chair Vancouver Island University	 Deborah Hopper, President, CUPE Local 1858
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Dated this 30th day of September, 2019.

Vancouver Island University & CUPE Local 1858

Collective Agreement Negotiations

For Agreement Expiring June 30, 2019

Article: Housekeeping

Date: October 1, 2019

Time: 4:31 pm

The parties agree to amend the Collective Agreement as follows:

1. HU05

ARTICLE NO: 17.02

TITLE OF ARTICLE: NON-SERVICE DUTY DAYS

"Three (3) Non-Service Duty Days will be provided for regular and temporary employees who are not on seasonal lay-off or leave without pay. These will be on the first (1st), second (2nd) and third (3rd) working days following Boxing Day or the day observed as Boxing Day.

Only employees in departments designated in Article 28.11 a) as "Operational Needs" may be scheduled to work.

A regular or temporary employee who is designated by the ~~University Executive~~ applicable manager or designate to work during the non-service days shall receive the equivalent time off in lieu at a time mutually agreeable between the employee and their supervisor."



Patricia Elliott, Bargaining Chair
Vancouver Island University



Deborah Hopper,
President, CUPE Local 1858

Dated this 1st day of October, 2019.

Vancouver Island University & CUPE Local 1858

Collective Agreement Negotiations

For Agreement Expiring June 30, 2019

Article: Substantive

Date: October 10, 2019

Time: 3:43pm

The parties agree to amend the Collective Agreement as follows:

1. U03 AND E01

ARTICLE NO: 2.11

TITLE OF ARTICLE: HARASSMENT



"All personnel have the right to work without harassment. Any complaint alleging harassment ~~will~~ may be dealt with in the grievance procedure and ~~will~~ may commence at Step 3 outlined in Article 8, ~~and the Personal Harassment Policy or may be dealt with through any of the following policies and associated procedures,~~ as approved by the University Board, after consultation with the Union:

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1. the VIU Personal Harassment Policy
2. the VIU Human Rights Policy
3. the VIU Sexual Misconduct Policy

The Union and the Employer recognize the particular importance of confidentiality and expediency in matters related to harassment.

~~Harassment shall be defined pursuant to Vancouver Island University Human Rights Policy dated September 26, 2002, and as amended by the Vancouver Island University Human Rights Joint Committee at future dates."~~

 Patricia Elliott, Bargaining Chair Vancouver Island University	 Deborah Hopper, President, CUPE Local 1858
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Dated this 3rd day of October, 2019.

Vancouver Island University & CUPE Local 1858

Collective Agreement Negotiations

For Agreement Expiring June 30, 2019

Article: Substantive


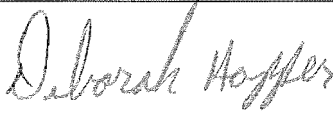
Date: *October 3, 2019*Time: *3:43 pm**The parties agree to amend the Collective Agreement as follows:***1. U28****ARTICLE NO: 22.05****TITLE OF ARTICLE: PARENTAL LEAVE**

- a) "On written request for parental leave, an employee is entitled to a leave of absence from work, without pay, for the period specified in subsection (c).
- b) A request under subsection (a) must:
 - i) be made at least four (4) weeks before the day specified in the request as the day on which the employee proposes to commence parental leave; and
 - ii) be accompanied by:
 - a certificate of a medical practitioner or other evidence stating the date of birth of the child or the probable date of birth of the child if a certificate has not been provided, or
 - a letter from the agency that placed the child providing evidence of the adoption of the child.
- c) The employee is entitled to parental leave, commencing:
 - i) in the case of a birth mother, immediately following the end of the maternity leave taken under Article 22.01 unless the Employer and employee agree otherwise; for a period of up to ~~thirty-five (35)~~ sixty one (61) consecutive weeks or a shorter period if the employee so requests.
 - ii) where a birth mother does not take maternity leave, she may take up to ~~thirty-seven (37)~~ sixty-two (62) consecutive weeks beginning after the child's birth and ~~within fifty-two (52)~~ must commence within seventy-eight (78) weeks of the child's birth.
 - iii) in the case of a birth ~~parent~~ father, the employee may take up to ~~thirty-seven (37)~~ sixty-two (62) consecutive weeks beginning after the child's birth and ~~within fifty-two (52)~~ must commence within seventy-eight (78) weeks of the child's birth.
 - iv) in the case of an adoptive parent, the employee may take up to ~~thirty-seven (37)~~ sixty-two (62) consecutive weeks beginning after the child's placement and must commence within ~~fifty-two (52)~~ seventy-eight (78) weeks.

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- v) When on parental leave, an employee shall accrue full vacation entitlement. Vacation pay credits shall not be accrued during the leave.
- d) If the newborn child or adopted child is certified by a medical practitioner or the agency that placed the child that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition, the employee is entitled to further parental leave of absence from work, without pay for a period not exceeding a total of five (5) consecutive weeks as specified in the certificate, commencing immediately following the end of the parental leave taken under subsection (c).

An employee's combined entitlement to a leave of absence from work under this Article shall not exceed a total of ~~fifty-two (52)~~ sixty two (62) weeks plus any additional leave the employee is entitled to under clause 22.03 and clause 22.05 (d)."

 Patricia Elliott, Bargaining Chair Vancouver Island University	 Deborah Hopper, President, CUPE Local 1858
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Dated this 3rd day of October, 2019.

Vancouver Island University & CUPE Local 1858

Collective Agreement Negotiations

For Agreement Expiring June 30, 2019

Article: Substantive and Housekeeping

Date: *October 3, 2019*Time: *3:43pm**The parties agree to amend the Collective Agreement as follows:***1. U35****ARTICLE NO: 28.11.A****TITLE OF ARTICLE: WEATHER CLOSURE / SNOW AND ICE REMOVAL**

- a) "The term used for personnel required to work to perform required services during closures will be "Operational Needs" and may include personnel as assigned by their supervisor in the following units:

- Facilities Services & Campus Development
- Payroll
- Information Technology Services
- Marketing and Communications
- ~~University Relations~~
- VIU Student Residence (VIUSR)
- Deep Bay Marine Field Station

An individual employee, which includes supervisors in the bargaining unit, may not elect assignment as "~~required services~~" "Operational Needs." Any designations beyond the approved list above would require University Executive the University President or a Vice-President approval."

2. HU28**ARTICLE NO: 28.11.E****TITLE OF ARTICLE: WEATHER CLOSURE / SNOW AND ICE REMOVAL**

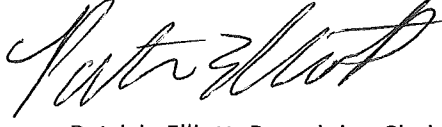

"Additional compensation for all eligible employees who report for unscheduled call-out assignments at ~~the appointed start time~~ shall be one (1) hour at their basic regular rate in addition to the call-out pay ~~shift rate~~ for each day of unscheduled call-out for snow removal or other duties. Such compensation is to be claimed by the employee on the time sheet reporting the call-out."

3. HU28

ARTICLE NO: 28.11.F

TITLE OF ARTICLE: WEATHER CLOSURE / SNOW AND ICE REMOVAL

"Telephone notification of any unscheduled call-out ~~in~~ for snow removal or other duties will normally commence one (1) hour before the start time."

 Patricia Elliott, Bargaining Chair Vancouver Island University	 Deborah Hopper, President, CUPE Local 1858
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Dated this 3rd day of October, 2019.

Vancouver Island University & CUPE Local 1858
Collective Agreement Negotiations
For Agreement Expiring June 30, 2019

Article: Substantive

Date: *October 3, 2019*

Time: *3:43*

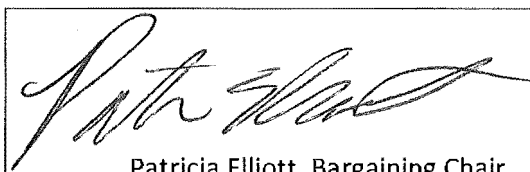
The parties agree to amend the Collective Agreement as follows:

1. **U04**
ARTICLE NO: 10.04
TITLE OF ARTICLE: HUMAN RESOURCES FILES

"Any employee shall have access to his/her complete in-service Human Resources file and shall have the right to receive copies of any documents, except letters of reference and materials which may have been provided in confidence to the University.

Letters of Expectation are intended to outline the employer's expectations and are not disciplinary in nature.

Upon the request of an employee, material of an adverse or disciplinary nature, except evaluation reports, shall be removed from an employee's file eighteen (18) months after date of issue, providing no material of a similar nature has been added."



Patricia Elliott, Bargaining Chair
Vancouver Island University



Deborah Hopper,
President, CUPE Local 1858

Dated this 3rd day of October, 2019.

Vancouver Island University & CUPE Local 1858

Collective Agreement Negotiations

For Agreement Expiring June 30, 2019

Article: Housekeeping

Date: Oct 30, 2019

Time: 4:41pm

The parties agree to:

ARTICLE NO: LETTER OF AGREEMENT #2

TITLE OF ARTICLE: RE: MILNER GARDENS AND WOODLAND AND DEEP BAY MARINE FIELD STATION EMPLOYEES

The collective agreement between Vancouver Island University and CUPE Local 1858 shall apply to Milner Gardens and Woodland and Deep Bay Marine Field Station employees with exceptions or amendments as follows:

- a) Employees at Milner Gardens and Woodland will be required to rotate shifts (maximum frequency of one (1) weekend in four (4)) in order to provide Duty Person coverage on Saturdays, and Sundays. Any short shift premium will be waived for this.
- b) At Deep Bay Marine Field Station, it is required that, in order to maintain the well-being of research animals, all employees, volunteers and management staff of the Deep Bay Marine Field Station be able to provide maintenance (feeding, water quality checks etc.) for animal-stock of past or on-going research activities. Only activities that are considered Standard Operating Procedures (SOP), with documented instructions, will apply. Any extraordinary activities outside of the SOP will only be performed at the direction of the Primary Researcher responsible for the animal stock, or senior management of the Deep Bay Marine Field Station should neither be on site or available.
- c) The current and future use of volunteer labour, paid and unpaid student work experience, project workers and externally funded employment opportunities at Milner Gardens and Woodland and at the Deep Bay Marine Field Station shall continue, provided that no volunteer, project worker or student shall cause the layoff or reduction in scheduled hours of work of an employee. Where it is operationally and fiscally possible, (subject to the funding agency specifications, if any) externally funded work opportunities will augment employment hours of employees up to full-time.

Accountabilities

As soon as practical after each March 31, the Joint Labour Management Committee will review the following for both Milner Gardens and Woodland and Deep Bay Marine Field Station:

- Paid CUPE hours and positions,
- Volunteer hours, and
- Financial statements of Milner Gardens and Woodland and the budget documents of Deep Bay Marine Field Station.



Signed this 30th day of October, 2019

Signed this 8th day of April, 2015

Signed this 14th day of February, 2012

Signed this 2nd day of March, 2006

Signed this 15th day of November, 2002

 Patricia Elliott, Bargaining Chair Vancouver Island University	 Deborah Hopper, President, CUPE Local 1858
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Dated this 30th day of October, 2019.

Vancouver Island University & CUPE Local 1858

Collective Agreement Negotiations

For Agreement Expiring June 30, 2019

Article: Housekeeping

Date: October 30, 2019

Time: 4:41 pm

*The parties agree to:***ARTICLE NO: LOA #4****TITLE OF ARTICLE: RE: APPRENTICES**

The parties agree that it is important to support the apprenticeship processes. Vancouver Island University will endeavour to create learning opportunities that will be dedicated to apprentices. Apprentices will be temporary employees. Apprenticeship appointments will not convert to regular status.

Once the University has identified the potential for hiring an apprentice, the University and the Union will meet to determine the appropriate apprenticeship contract, which will be designed to support the apprentice and the supervising journeyman in their specific trade.

Compensation

Unless the parties agree otherwise, compensation for a four (4) year Apprenticeship will be calculated at Step 1, and placed on the next highest level based on the following calculation:

Apprentice Year	Wage
Year 1	Level 1 rate
Year 2	$[(\text{Journeyman rate} - \text{Level 1 rate}) \times 0.25] + \text{Level 1 rate}$
Year 3	$[(\text{Journeyman rate} - \text{Level 1 rate}) \times 0.50] + \text{Level 1 rate}$
Year 4	$[(\text{Journeyman rate} - \text{Level 1 rate}) \times 0.75] + \text{Level 1 rate}$

Unless the parties agree otherwise, compensation for a three (3) year Apprenticeship will be calculated at Step 1, and placed on the next highest level based on the following calculation:

Apprentice Year	Wage
Year 1	Level 1 rate
Year 2	$[(\text{Journeyman rate} - \text{Level 1 rate}) \times 0.33] + \text{Level 1 rate}$
Year 3	$[(\text{Journeyman rate} - \text{Level 1 rate}) \times 0.67] + \text{Level 1 rate}$

The same rationale will apply to apprenticeships of other lengths.



Journeyman's Supervisory Responsibilities

During the period of time where the journeyman is supervising the apprentice the

journeyperson shall be entitled to an hourly premium consistent with the lead hand premium.

Signed this 30th day of October, 2019

Signed this 17th day of June, 2015

 Patricia Elliott, Bargaining Chair Vancouver Island University	 Deborah Hopper, President, CUPE Local 1858
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Dated this 30th day of October, 2019.

Vancouver Island University & CUPE Local 1858

Collective Agreement Negotiations

For Agreement Expiring June 30, 2019

Article: Housekeeping

Date: October 30, 2019

Time: 4:41 pm

The parties agree to:

ARTICLE NO: LOA #5

TITLE OF ARTICLE: RE: EXPEDITED ARBITRATION PROCESS

The Parties agree to an expedited arbitration process as set out below.

Expedited Arbitration Process

By mutual agreement, where a grievance remains unresolved after Step 4 of the grievance procedure, the parties may refer the matter to expedited arbitration.

Where a matter has been referred to expedited arbitration, any decision will be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter with the exception of discipline which may remain on an employee's file.

Procedures

All presentations shall be short and concise and shall include a comprehensive opening statement. The parties agree to make limited use of authorities.

No written reasons shall be provided beyond those which the arbitrator deems necessary to convey the decision.

Neither party shall appeal the decision of an expedited arbitration.

The parties shall equally share the costs of the fees and expenses of the arbitrator.

~~The expedited arbitrators who shall act as sole arbitrators, shall be David McPhillips, Mark Brown, Chris Sullivan and Irene Holden. These arbitrators shall be assigned to cases on a rotating basis in the order in which they have been listed here, or by mutual agreement if this will facilitate an earlier hearing and decision. If none of the arbitrators are available then~~ **The selection of an arbitrator may will be mutually agreed to by the parties or appointed in accordance with Article 9.02.**

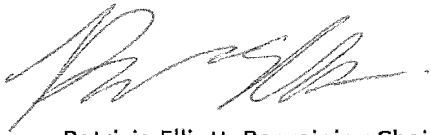
Any time up to thirty (30) calendar days from the date of a mutual referral to expedited arbitration either party may remove a matter from the expedited arbitration process and forward the matter through the arbitration process established pursuant to Article 9. In such an event,

time limits shall not act as a bar to the grievance proceeding to arbitration, but either party is free to argue any prejudice caused by the delay. In addition, the party removing the matter from expedited arbitration is responsible for any cancellation and other fees charged by the arbitrator appointed under the expedited process.

Signed this 30th day of October, 2019

Signed this 17th day of March, 2015

Signed this 20th day of April, 2012



Patricia Elliott, Bargaining Chair
Vancouver Island University



Deborah Hopper,
President, CUPE Local 1858

Dated this 30th day of October, 2019.

Vancouver Island University & CUPE Local 1858

Collective Agreement Negotiations

For Agreement Expiring June 30, 2019

Article: Housekeeping

Date: October 30, 2019

Time: 4:41pm

*The parties agree to delete the following:***ARTICLE NO: LOA #6****TITLE OF ARTICLE: RE: PROVINCIAL JOINT BENEFITS TRUST**

The parties agree that Vancouver Island University and CUPE Local 1858 (the parties) will participate in a provincial committee, should one be created, to initiate discussions and make recommendations to their principals on the feasibility of developing a Joint Benefits Trust.

Signed this 17th day of March, 2015Signed this 6th day of December, 2012**ARTICLE NO: LOA #8****TITLE OF ARTICLE: RE: EMPLOYEES' SHARE OF THE EI REBATE**



On January 1, 2013, the employees' share of the Employment Insurance premium reduction rebate (EI Rebate) will be redirected to increase the vision coverage for eligible employees and dependents under Article 29.02(b)(i) from a maximum of two hundred fifty dollars (\$250.00) per twenty four (24) consecutive months to a maximum of four hundred twenty five dollars (\$425.00) per twenty four (24) consecutive months. The increased vision care coverage will be effective January 1, 2013.

In the event the University no longer receives the employees' share of the EI Rebate for any reason, the parties will, within sixty (60) calendar days, reduce the vision care benefit under the terms of the plan to two hundred fifty dollars (\$250.00) per twenty four (24) consecutive months as per Article 29.02(b)(i).

The University will review the cost neutrality of this benefit on a five (5) year cycle commencing the date of implementation. If there is a net cost to the University for the increase in vision care, the parties will discuss alternative means to fund the benefit such that remains cost neutral. If, after sixty (60) calendar days of commencing the review, the parties cannot agree on an alternative method to fund the vision care benefit on a cost neutral basis, the vision care benefits will be reduced to two hundred fifty dollars (\$250.00) per twenty four (24) consecutive months as per Article 29.02(b)(i), as applicable and reinstate the employee share of the EI rebate provided the EI rebate continues to be received by the Employer.

DH
BME

~~Signed this 30th day of October, 2019~~ JH/mv
Signed this 19th day of June, 2015
Signed this 6th day of December, 2012

 Patricia Elliott, Bargaining Chair Vancouver Island University	 Deborah Hopper, President, CUPE Local 1858
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Dated this 30th day of October, 2019.

Vancouver Island University & CUPE Local 1858

Collective Agreement Negotiations

For Agreement Expiring June 30, 2019

Article: * Substantive

Date: November 13, 2019

Time: 4:26pm

The parties agree to:

ARTICLE NO: Letter of Agreement #3

TITLE OF ARTICLE: RE: Commitment to Support Professional Development and Career SuccessThe parties agree to the following:

- a) A sub-committee of Labour Management will be struck to develop a process to support and provide feedback for the professional development and career success of CUPE members.
- b) This process will be designed to be supportive, not disciplinary or adversarial.
- c) The sub-committee will develop terms of reference. The scope of the committee's work will include:
 - i) a plan detailing the methodology to develop the process;
 - ii) a description of the resources required to support the sub-committee's work;
and
 - iii) a timeframe for the proposed plan's completion.
- d) The process will adhere to the following principles:
 - i) Supportive of a meaningful dialogue between the employee and the University;
 - ii) Gathering of feedback from a wide variety of sources, including but not limited to, students (in context and where appropriate), internal and external contacts, colleagues, and academic and administrative leaders;
 - iii) Inclusion of professional development/career development goals;
 - iv) Recognition and celebration of professional and career achievements;
 - v) Self-evaluation of career goals and desired outcomes of the employee and the University; and
 - vi) Provision of timely feedback, at least once every two (2) years, but more often if appropriate resources are available.

The terms of reference will be presented to the Labour Management Committee for review and approval no later than ~~March 1, 2016~~ December 31, 2020.

Signed this 17th day of June, 2015

Signed this 17th day of June, 2015.

Signed this 13th day of ~~September~~, 2019. DH

Nov DH me



Patricia Elliott, Bargaining Chair
Vancouver Island University



Deborah Hopper,
President, CUPE Local 1858

Dated this 13 day of Nov, 2019.

Vancouver Island University & CUPE Local 1858

Collective Agreement Negotiations

For Agreement Expiring June 30, 2019

Article: Housekeeping

Date: November 20, 2019

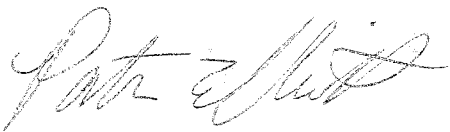
Time: 3:58 pm

The parties agree to:

ARTICLE NO: 18.11

TITLE OF ARTICLE: Banking Vacation Credits

*With the immediate Supervisor's approval, regular employees will be permitted to **bank carry over** up to five (5) days of vacation per year accumulated to a maximum of fifteen (15) days, consistent with efficient staffing requirements and take it in ~~the~~ **a** subsequent vacation year at a mutually agreeable time between the employee and supervisor.*



Patricia Elliott, Bargaining Chair
Vancouver Island University



Deborah Hopper,
President, CUPE Local 1858

Dated this 20 day of Nov., 2019.

Vancouver Island University & CUPE Local 1858

Collective Agreement Negotiations

For Agreement Expiring June 30, 2019

Article: Substantive

Date: December 3, 2019

Time: 3:34pm

The parties agree to amend the Collective Agreement as follows:

1. U18

ARTICLE NO: 18.03

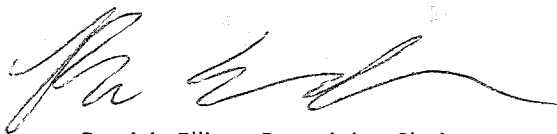
TITLE OF ARTICLE: REGULAR EMPLOYEES ASSIGNED LESS THAN 12 MONTHS

"Regular employees assigned less than twelve (12) months per year shall have vacation entitlement included in their appointment. The appointment shall reflect the vacation entitlement of the incumbent.

~~The Employer may assign the vacation time when the appointment is made. The designated vacation period for these appointments will be immediately prior to the seasonal layoff each calendar year unless the Employer assigns the vacation time at the time the appointment is made.~~ Should employees desire time off outside the designated vacation period, the Employer shall grant the request where operationally feasible, which may reduce the appointment duration.

Any unused vacation at the time of the longest layoff scheduled in the fiscal year will be paid out prior to the commencement of the layoff.

Vacation accrual entitlement will be based on regular hours assigned based on the employee's appointment. Vacation entitlement for any additional regular hours worked will be accrued on a biweekly basis."



Patricia Elliott, Bargaining Chair
Vancouver Island University



Deborah Hopper,
President, CUPE Local 1858

Dated this 3rd day of December, 2019.

Vancouver Island University & CUPE Local 1858

Collective Agreement Negotiations

For Agreement Expiring June 30, 2019

Article: Substantive

Date:

December 9 2019

Time:

11 53 am

The parties agree to amend the Collective Agreement as follows:

1. E15 / U46

ARTICLE NO: 12

TITLE OF ARTICLE: ~~LAY-OFF~~ LAYOFF AND RECALL

LOA 7 to be deleted. Existing Article 12 language to be replaced with language below.

"The parties agree ~~during the term of this collective agreement~~ to use the following processes ~~es~~ should a reduction in work be required.

The parties have agreed ~~that the purpose of this project is~~ to collaboratively use the processes below ~~all options~~ to reduce or eliminate non-seasonal layoffs.

12.01 – Layoff Definitions

A reduction in work opportunity of the individual employee's regular schedule, as designated in the current appointment form, will constitute a layoff.

The expiry of a temporary position does not constitute a layoff except that when a regular employee is in a temporary position that is reduced in hours or the appointment ends 12.02(b) and 12.06 (c) shall apply. ~~Temporary appointments shall be ended prior to any regular employees being laid off.~~

In the event of ~~multiple lay-offs~~ layoffs resulting from a decrease in the amount of work to be done, temporary employees shall be laid off prior to any regular employees being laid off. Such ~~lay-off~~ layoffs shall be in the reverse order of seniority, skill, knowledge and ability considered.

A seasonal layoff is defined as the regularly scheduled layoff period for employees working in a regular appointment that is less than fifty-two (52) weeks ~~twelve (12) months~~ per year.

12.02 – Notice Period for Seasonal Layoffs

Notice for seasonal layoffs will be as follows:

- a) Regular employees who are subject to a seasonal layoff will receive written notice at least twenty (20) working days prior to the effective date of layoff or will receive pay in lieu for each day the notice period is shorter than the twenty (20) working days.
- b) Benefit plan coverage may continue consistent with the provisions of the contract with the Carrier. The employee will be required to pay both shares except as provided in Article 29.03.

The processes laid out in the following sections do not apply to seasonal layoffs.

12.03 – Process Prior to Formal Notice for Non-Seasonal Layoffs

The process will be as follows:

- a) Informal notice is delivered to a standing Joint Adjustment Committee (consisting of two (2) Union and two (2) management representatives), who will convene as soon as reasonably practical. Substitutes to the committee may be required to expedite the process. The committee will have up to fourteen (14) calendar days from when the notice is delivered to complete their work. This period can be extended upon agreement of both parties.
- b) The Joint Adjustment Committee will review all options to reduce the impact of the layoff. If an immediate solution cannot be found by the committee, the committee will support Human Resources in canvassing targeted areas. Prior to the commencement of canvassing, the potentially impacted employee and the Union will be given informal notice while the Joint Adjustment Committee continues its work.
- c) It is anticipated that any and all options will be reviewed to reduce or eliminate the need for layoffs, including, but not limited to the following:
 - Job sharing;
 - Reduced hours of work through partial leaves;
 - Transfers to other areas within the bargaining unit subject to available work and meeting qualifications, with minimal training required;
 - Paid and unpaid leaves of absence for use to seek alternate employment, retirement adjustment, retraining, etc.;
 - Voluntary pay in lieu of notice severance;
 - Purchasing past pensionable service. If permissible the Employer will match a minimum of three (3) years' contributions to the appropriate pension plan (Municipal Pension Plan) where an employee opts for early retirement;
 - Early retirement incentives;
 - Agreed secondment;
 - Retraining;
 - Trial retirement;
 - Continuation of health and welfare benefits;
 - Filling vacant positions, regardless of level, if qualified;
 - Combinations and variations of the above or other alternatives.
- d) Should the Joint Adjustment Committee be unsuccessful in reaching an agreement to reduce or eliminate the need for a layoff, the following process will be followed:
 - A Bumping Committee of two (2) Union and two (2) management representatives may be convened;

- Formal notice will be issued to the least senior employee in the impacted position in the area affected. Formal layoff notice will be issued by the manager and the Union will be notified.

12.04– Formal Notice for Non-Seasonal Layoffs

Formal layoff notice will include four (4) options:

- Accept a reduced appointment (if applicable); or
- Exercise seniority rights through bumping; or
- Accept layoff while on recall for a period of eighteen (18) months; or
- Accept layoff with pay in lieu of notice ~~a severance payout~~.

Note: The Joint Adjustment Committee will remain struck for utilization at any point throughout the layoff process.

12.05– Notice Period for Non-Seasonal Layoffs

1) An employee who has been part of the pre-layoff process will be subject to the notice periods below after the pre-layoff process has been completed.

- Regular employees who are laid off will receive written notice of at least as many days stipulated below, or pay in lieu for each day the notice period is shorter than the days stipulated below:
 - Thirty (30) ~~Twenty (20)~~ working days for employees with service of less than six (6) years or less years' service;
 - Thirty-five (35) ~~Twenty-five (25)~~ working days for employees with more than six (6) but less than eight (8) ~~seven (7)~~ years' service;
 - Forty (40) ~~Thirty (30)~~ working days for employees with eight (8) or more years of service. ~~seven (7) but less than eight (8) years' service;~~
 - ~~Thirty-five (35) working days for employees with eight (8) but less than nine (9) years' service;~~
 - ~~Forty (40) working days for employees with nine (9) or more years' service.~~
- All changes in appointments will occur at the end of the notice period unless otherwise agreed by both parties.

12.06– Layoff, Bumping and Recall Processes for Non-Seasonal Layoffs

Stage 1

An employee in receipt of a layoff notice will advise the ~~Executive Director~~ Associate Vice-President, Human Resources, or designate, in writing, of the option chosen within ten (10) working days of receiving the notice.

Stage 2

Upon receipt of the response, the University will initiate the appropriate action within three (3) working days.

Stage 3

OC
SH

One of the following four (4) processes will take place based on the option chosen from Article 12.04 above:

- a) Acceptance of Reduced Appointment (if applicable)
- b) Bumping Process

A regular employee with the required ability may exercise their seniority rights to bump bargaining unit wide to the equivalent or lower level.

Step 1

The employee and the Bumping Committee will work together, using the employee's relevant qualifications and experience, to determine the appropriate bumping assignment.

- i) In order to allow employees the opportunity to utilize their abilities in the same level, individuals who are to be laid-off may utilize their seniority and bump the least senior employee within their level or any lower level, competency considered. If more than one (1) employee is bumping into a level, the senior employee will be given first choice of positions.
- ii) No "bumping up" will be permitted, except as follows; that is, no increase in the hourly rate beyond the maximum in the current level. An employee may bump to a higher position in the following circumstances:
 - 1) To regain the level held prior to a layoff where the position identified is substantially the same as the one from which the layoff occurred.
 - 2) The position has been posted as a regular position within the previous six (6) calendar months and the employee did not apply on the position when it was posted.
- iii) Non-Acceptance of a Position

If an employee rejects a position offered as a result of the bumping procedure, the employee has three (3) options:

- 1) Appeal to the Bumping Committee presenting rationale for the unsuitability (geographic location, excessive physical demands, preferences and other concerns) of the position. Employees are entitled to protect their current hours per week/months per year; therefore, they have the option to decline positions with appointments of more or less hours per week/months per year than their current one. If the committee unanimously concurs, other alternatives will be considered; or
- 2) Accept layoff and remain eligible for recall; or
- 3) Accept layoff with pay in lieu of notice severance. If this option is selected, the employee will lose all seniority rights.

Step 2

Once the Bumping Committee decision is made, the University will confirm the transfer in writing within three (3) working days.

Step 3

Layoff notices for individuals bumped from their positions will be issued immediately as per ~~section~~ Article 12.04.

Step 4 – Salary on Transfer

Where a demotion occurs, the salary will be adjusted to the lower level at the hourly rate closest to the hourly rate previously held.

Step 5 – Trial Period

All employees who transfer as a result of the bumping procedures will be required to serve a trial period of two (2) months. In the event a transferred employee proves unsatisfactory during the trial period or if the employee is unable to perform the duties of the new position as outlined in the current Job Evaluation or if ~~he/she~~ they fails to meet the required standards for the position, one (1) additional bump from the original laid off position will be processed consistent with the procedures outlined above. Should that transfer be unsuccessful, the employee will be laid off and pay in lieu of notice severance and recall options will be made available.

Note: If an employee transferred as a result of a bump occupies a position which is subsequently declared redundant (within six (6) months of the effective date of such transfer), that employee may bump into a position at the level (or lower) occupied prior to the bump.

c) Recall

- i) Should the position previously occupied on an ongoing basis by the laid off person be reinstated during the recall period, the individual will be recalled without competition or a trial period. Written notice of recall shall be delivered by registered mail to the employee's last known address. It is the responsibility of the employee to ensure the Human Resources Department is notified of the current mailing address and contact information.
- ii) A recalled employee (except as in (i) above) has a two (2) month trial period per Article 13.05.
- iii) Regular employees on layoff shall be recalled in order of seniority, provided they have the ability to perform the available work.
- iv) Recalled employees shall maintain their regular rate of pay when filling a casual/temporary appointment that is the same level and is similar in nature to their regular position.
- v) The employee will retain recall rights for eighteen (18) months following the date of layoff.

Note: Casual or temporary appointments do not constitute recall.

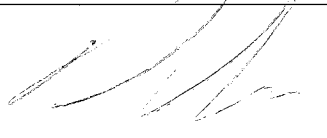
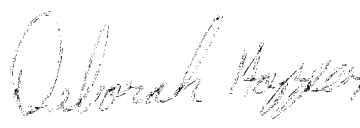
d) Severance Pay in Lieu of Notice

Persons who have selected and are eligible for ~~pay in lieu of notice severance payment of vacation and/or sick leave as per Article 19.07~~, will receive pay in lieu of notice

severance payments and other end of employment payments, such as vacation and/or sick leave as per Article 19.07, promptly at termination of the notice period.

The Employer will notify the Pension Corporation of any terminations.

Signed this 17th day of June, 2015”

 For Patricia Elliott, Bargaining Chair Vancouver Island University	 Deborah Hopper, President, CUPE Local 1858
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Dated this 9th day of December, 2019.

Vancouver Island University & CUPE Local 1858

Collective Agreement Negotiations

For Agreement Expiring June 30, 2019

Article: Housekeeping

Date: Feb 06, 2020

Time: 4:21 pm

The parties agree to amend the Collective Agreement as follows:

1. HE07

ARTICLE NO: 20.04.B (ONLY)

TITLE OF ARTICLE: PERSONAL DEVELOPMENT

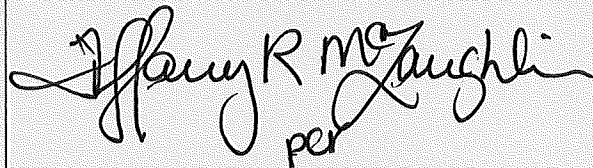
20.04 b)

"Enrolling in Professional Development and Training Courses.

Eligible University employees – as defined as an individual who is employed by Vancouver Island University for a minimum of three (3) months and only during the period of employment, or as determined on an individual basis by a long term Professional Development and Training instructor – will be allowed to enroll in one (1) non-credit or part-time vocational course per term, at no cost, subject to procedures which will be set from time to time by the relevant Professional Development and Training Department Coordinator at each campus."



Patricia Elliott, Bargaining Chair
Vancouver Island University



Deborah Hopper,
Bargaining Chair, CUPE Local 1858

Dated this 6th day of February, 2020.

Vancouver Island University & CUPE Local 1858

Collective Agreement Negotiations

For Agreement Expiring June 30, 2019

Article: Substantive

Date: February 7, 2020

Time: 3:39pm

The parties agree to amend the Collective Agreement as follows:

1. E17

ARTICLE NO: LETTER OF AGREEMENT

TITLE OF ARTICLE: STARBUCKS LOA

"Letter of Agreement: Starbucks LOA"

Re: Starbucks Licensed Store ("Starbucks LOA")

The Starbucks Licensed Store ("Starbucks")-at Vancouver Island University (VIU) is part of the regular operations of VIU. It is recognized that CUPE Local 1858 is the bargaining unit for non-excluded employees in Starbucks and that the Collective Agreement between Vancouver Island University and CUPE Local 1858 applies. As this is a developing enterprise, the parties agree to the following:

1. All individuals working at Starbucks shall be employees of Vancouver Island University and shall be included under CUPE Local 1858 trade union certification. Those individuals will be assigned to the positions noted below. Changes to this list will only be done in consultation with CUPE Local 1858.
 - a. Starbucks Supervisor (Position #10491/00869)
 - b. Starbucks Shift Lead (Position #11552/00868)
 - c. Starbucks Barista / Cashier-(Position #10271/00867)
 - d. Starbucks CUPE Casual (Position #10496/00200)
2. With the exception of positions and incumbents subject to item #8, the other positions will be posted as regular positions. Other temporary and casual workers will be employed in addition to the regular complement as needed and in accordance with the collective agreement.
3. The Starbucks Supervisor position (Position # 10491/00869) will have Self-Assigning Hours in accordance with Article 14.06.
4. The following articles will be temporarily waived and will not apply:
 - a. 14.01 (a) –Standard work week
 - b. 14.08 – Weekend Work
 - c. 15.02 – Shift Premium for second shift

The parties agree to revisit the terms of paragraph 4, through Labour Management, in June of each year. This waiver shall be in place until March 31, 2022, unless the parties agree otherwise.

JRM
PME

5. Employees will have a minimum break of 12 hours between the end of one shift and the start of another. If a shift starts with less than 12 hours between, overtime rates will apply to the hours before the 12th hour.
6. Employees in these positions will be provided with uniform aprons as per the Starbucks corporate dress code and personal appearance guidelines. While on shift, employees will conform to the Starbucks corporate dress code and personal appearance guidelines.
7. All training time required, whether on or off-site, will be considered scheduled work-time with all accompanying wages, rights and benefits. This includes any time required for reading manuals or reviewing training videos.
8. A maximum of four (4) Barista positions (Position # 10271 / 00867) will be open to current VIU students only.
 - a. To be designated a "VIU Student" individuals must provide proof of enrolment upon request by the employer.
 - b. Without prejudice to the CUPE 1858 – VIU trade union certification, employees in these positions will be CUPE 1858 members and subject to the Collective Agreement indicated above.
 - c. These will be posted as temporary, part-time positions with a maximum term of 4 years.
 - d. These positions will not regularize and the employees in these positions will not be eligible for regularization.
9. This agreement shall be in place for the term of the 2019-2022 CUPE 1858 – VIU Collective Agreement."

2. U25

ARTICLE NO: 21.03

TITLE OF ARTICLE: FULL-TIME OR PART-TIME UNION OR PUBLIC DUTIES


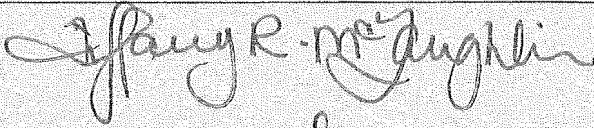
"Employees may submit written requests to the Executive Director, Human Resources or designate for a leave of absence without pay:

- a) For employees to seek election in a Municipal, Provincial or Federal election;
- b) For employees selected for a position with the Union or any body to which the Union is affiliated for up to a period of one (1) year. Such leave may be renewed each year, on request, during the employee's term in office. Such employee shall receive pay and benefits as provided for in this Agreement, but the Union shall reimburse the Employer for all pay and benefits during the period of absence.

Requests for full-time leave of absences shall be approved.

Requests for a leave of absence of up to 1.0 FTE for the CUPE President shall be approved.

Requests for part-time leaves of absences may be approved at the Employer's discretion subject to operational requirements."

 Patricia Elliott, Bargaining Chair Vancouver Island University	 for Deborah Hopper, Bargaining Chair, CUPE Local 1858
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Dated this ^{7th} February day of _____, 2020.

2PM
TME

Vancouver Island University & CUPE Local 1858

Collective Agreement Negotiations

For Agreement Expiring June 30, 2019

Article: Substantive

Date: February 10, 2020

Time: 4:06 pm

The parties agree to amend the Collective Agreement as follows:

1. **U01 (E18)**
ARTICLE NO: 1.05.D
TITLE OF ARTICLE: DEFINITIONS

d) Casual Employee

"An employee hired to fill a specific work requirement, which will not exceed ~~thirty (30) assigned days of work~~ ninety (90) calendar days. A break of fourteen (14) calendar days or more between days worked by an employee in a work unit shall constitute a new appointment for the purpose of counting the ~~thirty (30)~~ ninety (90) calendar days. Consistent with Article 13.01 such vacancies are not subject to postings.

When an assignment is expected to be longer than ~~thirty (30) assigned days of work~~ ninety (90) calendar days a temporary position will be created and will be posted as per Article 13.01 unless such posting is waived by mutual agreement by the parties."

e) Temporary Positions

"Except when a temporary employee is replacing an employee on sick leave, or part of an approved medical accommodation, or replacing an employee on an approved leave, temporary positions will be converted to regular status when the temporary position is continued beyond sixteen (16) months in a twenty-four (24) month period and where there is an expectation the position will continue or does continue into the third year.

When an assignment is expected to be longer than ~~thirty (30) assigned days of work~~ ninety (90) calendar days a temporary position will be created and will be posted as per Article 13.01 unless such posting is waived by mutual agreement by the parties. These positions may have fixed or variable hours per week. Where the appointment is variable in hours it will not be scheduled for less than five (5) hours in a week but may include weeks when no work is scheduled, as indicated in the job posting."

Note: The parties agree that post-ratification the Employer will schedule joint information sessions for managers to clarify the expectations and intent for the use and scheduling of casual employees.

2. U07

ARTICLE NO: 13.01



TITLE OF ARTICLE: JOB POSTINGS

"The Parties support the principle of career progression for all employees."

When a vacancy occurs or a new position is created inside the bargaining unit, notice shall be posted on the Internet (<http://www.viu.ca>) for a minimum of seven (7) days, so that all members will be informed of the vacancy or new position.

Where the Employer determines that an existing regular position will not be filled the Union will be notified at the earliest possible date.

A casual vacancy specified as ~~thirty (30) assigned days of work or less~~ per Article 1.05d is not subject to posting. No extensions shall be granted."

 Patricia Elliott, Bargaining Chair Vancouver Island University	 Deborah Hopper, Bargaining Chair, CUPE Local 1858
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Dated this 10th day of February, 2020.

Vancouver Island University & CUPE Local 1858

Collective Agreement Negotiations

For Agreement Expiring June 30, 2019

Article: Substantive

Date: February 11, 2020

Time: 11:10 am

The parties agree to amend the Collective Agreement as follows:

1. U42

ARTICLE NO: 31.05

TITLE OF ARTICLE: UNIVERSITY CLOSURES

"No employee shall suffer any loss of wages as a result of the Employer declaring a temporary closure for reasons other than economic. This guarantee is limited to five (5) days in any calendar year.

The Employer will provide as much notice as possible to employees when declaring a temporary closure. After the Employer declares a temporary closure, employees will not report to work until after the temporary closure has been lifted. Employees will be provided a reasonable amount of time to report to work."



Patricia Elliott, Bargaining Chair
Vancouver Island University



Deborah Hopper,
Bargaining Chair, CUPE Local 1858

Dated this 11th day of February, 2020.

Vancouver Island University & CUPE Local 1858

Collective Agreement Negotiations

For Agreement Expiring June 30, 2019

Article: Substantive

Date: February 14, 2020

Time: 12:38pm

The parties agree to amend the Collective Agreement as follows:

1. **U17 (E20**
ARTICLE NO: NEW LETTER OF AGREEMENT
TITLE OF ARTICLE: STANDBY LOA

"Letter of Agreement

Between

Vancouver Island University (VIU)

And Canadian Union of Public Employees Local 1858 (CUPE)

RE: Standby LOA

Standby provisions are being introduced with the mutual intent of providing:

- a. Compensation for responding to work inquiries outside of a standard work day;
- b. Predictability in expectations for responding to inquiries outside of a standard work day.

Standby

Standby is defined as being scheduled to be available to work at any time following the completion of an employee's scheduled shift during a standard work week or on scheduled days of rest.

An employee who is required to be on standby will be subject to the following provisions:

1. An employee will receive one (1) hour pay at the employee's regular rate of pay for each eight (8) hour period or less of standby on regularly scheduled days of work.
2. An employee will receive two (2) hours' pay at the employee's regular rate of pay for each 24 hour period or part thereof on regularly scheduled days of rest.
3. If an employee is asked to report to the workplace while on standby, the employee shall receive Call Out pay as set out in Article 16.10.
4. If a standby employee determines another employee or resource is needed, the standby employee will advise the applicable manager.

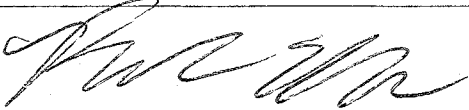

5. Employees on standby can receive one (1) communication per standby shift without additional cost to the Employer. A communication is defined as a telephone call or text conversation lasting up to fifteen (15) minutes.
6. During standby shifts, an employee will respond to inquiries within fifteen (15) minutes.
7. When called out during a standby shift, an employee must report to the designated workplace within forty-five (45) minutes. The parties agree that consideration will be given to individual employee circumstances and proximity of the employee's primary residence to the worksite with respect to the required reporting time. Any disputes shall be referred to the Labour Management subcommittee defined in paragraph fifteen (15).
8. An employee who reports to work during a standby shift is permitted to leave the workplace once the assigned work is complete.
9. Employees on standby may trade standby shifts with other employees of the same position with the approval of their supervisor.
10. The Employer will post the standby schedule at least ten (10) working days in advance. The standby shifts will be rotated between employees within the same position and department.
11. An employee who has an approved scheduled vacation shall not be scheduled for standby duty by the Employer, without the consent of the employee. An employee's vacation request will be granted based on current practice and will not be denied due to the Employer's need to schedule standby shifts.
12. Employees in self-assigning positions under Article 14.06 and are designated as standby will be eligible for standby compensation during times outside of their agreed upon scheduled shifts.
13. An Employee on standby may not pyramid standby pay with other shift premiums or overtime.
14. The Employer and the Union shall negotiate the positions designated as having standby duties (contained in Appendix A) and future positions, as agreed.
When an existing position is designated to have standby duties, incumbent employees in the position may decline the standby duties. New appointees in such positions may not elect to decline standby duties.
15. The Employer and the Union agree to form a subcommittee of Labour Management to develop processes to govern the frequency of standby shifts. Unresolved issues at the subcommittee level will be raised to the full Labour Management Committee. Issues will be resolved on the basis of mutual agreement.
16. This letter of Agreement will be in force and effect until June 30, 20XX, unless the parties agree otherwise.

Appendix A: Positions Identified for Standby Duties

The parties agree that the following positions will be subject to the Standby duties outlined in the Standby Letter of Agreement (Standby LOA).

- Residence Life Coordinator

Signed this 14th day of February, 2020"

 Patricia Elliott, Bargaining Chair Vancouver Island University	 Deborah Hopper, Bargaining Chair, CUPE Local 1858
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Dated this 14th day of February, 2020.

Vancouver Island University & CUPE Local 1858

Collective Agreement Negotiations

For Agreement Expiring June 30, 2019

Article: Substantive
Date: February 14, 2020
Time: 12:38 pm

The parties agree to amend the Collective Agreement as follows:

1. **E12 (U37)**
ARTICLE NO: 29.02.A)
TITLE OF ARTICLE: EMPLOYEE BENEFITS

"a) Medical Services Plan – See LOA ##

MSP is the government operated medicare benefits program which provides basic health coverage. Employees are eligible to join MSP the first of the month following employment, providing they are in one of the following categories.

- i) Regular full-time (including full-time probationary);
- ii) Regular part-time (including part-time probationary) whose hours are thirty-five (35) hours biweekly or more;
- iii) Temporary (including temporary probationary) whose hours are forty (40) hours per biweekly or more and whose appointment is for at least five (5) months.

Premiums are payable in the month of coverage.

The Employer will contribute one hundred percent (100%) of the premiums."

2. E12 (U37)

ARTICLE NO: NEW LETTER OF AGREEMENT ##

TITLE OF ARTICLE: MEDICAL SERVICES PLAN LOA

"Letter of Agreement

Between

Vancouver Island University (VIU)

And Canadian Union of Public Employees Local 1858 (CUPE)

RE: Medical Services Plan

- (a) 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, for BC Residents.
- (b) If the government, at any time in the future, reverts to an individually paid premium system, the parties agree that the employer will continue pay 100% of the premium for employees on the same basis as exists in the 2014 – 2019 Collective Agreement.

Signed this 14th day of February, 2020."

Note: Letter of Agreement number to be provided.

3. U27

ARTICLE NO: 21.09

TITLE OF ARTICLE: COMPASSIONATE CARE LEAVE

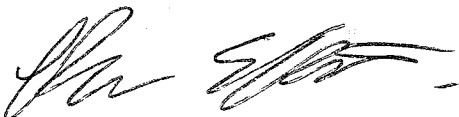
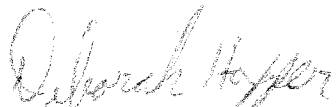
"Entitlement

An employee will be granted a compassionate care leave of absence without pay for up to 27 weeks to care for a gravely ill family member. For the purpose of this Article, "family member" will be defined as set out in the Family Member Regulation of the *Employment Standards Act*. In order to be eligible for this leave, the employee must provide a medical certificate as proof that the ill family member needs care or support and is at risk of dying within 26 weeks.

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

- a) The employee's benefit coverage will continue for the duration of the compassionate care leave, to a maximum of 27 weeks, and the premium payment shall be on the same basis as if the employee were not on leave.

- b) Where an employee elects to buy back pensionable service for part of all of the duration of the compassionate care leave, to a maximum of 27 weeks, the employer will pay the employer portion of the pension contribution in accordance with the Pension Plan regulations.
- c) Compassionate care leave, up to a maximum of 27 weeks, shall be treated as continuous employment for the purposes of seniority accrual under the Agreement.
- d) An employee who returns to work following a leave granted under this provision shall be placed in the position the employee held prior to the leave or in a comparable position."

 Patricia Elliott, Bargaining Chair Vancouver Island University	 Deborah Hopper, Bargaining Chair, CUPE Local 1858
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Dated this 14th day of February, 2020.

Vancouver Island University & CUPE Local 1858

Collective Agreement Negotiations

For Agreement Expiring June 30, 2019

Article: Substantive

Date: Feb 28, 2020

Time: 2:35 pm

The parties agree to amend the Collective Agreement as follows:

1. U26

ARTICLE NO: 21.08

TITLE OF ARTICLE: DOMESTIC OR SEXUAL VIOLENCE

"21.08 Domestic or Sexual Violence Leave

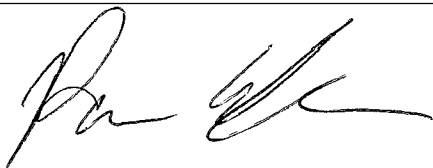
Where leave from work is required due to an employee and/or another eligible person as defined by the Employment Standards Act ("the Act") experiencing domestic or sexual violence, the employee will be granted leave in accordance with the Act, and specifically will be granted, paid and unpaid leave in each calendar year as follows:

- a) up to ten (10) days of leave, of which three (3) will be paid, and
- b) up to fifteen (15) weeks of unpaid leave.

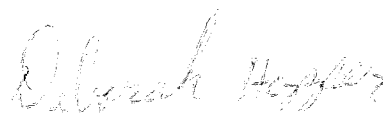
Leave under (a) or (b) above may be taken in one continuous period or intermittently.

Leave under this clause is in addition to other paid or unpaid leaves provided elsewhere in this Collective Agreement. Additional unassisted leave under Article 21.06 or other employment modifications will be considered upon request

In the event existing legislation is changed regarding domestic or sexual violence leave to provide more than the above leave, the Employer will provide such leave consistent with the legislation."



Patricia Elliott, Bargaining Chair
Vancouver Island University



Deborah Hopper,
Bargaining Chair, CUPE Local 1858

Dated this 28th day of February, 2020.

Vancouver Island University & CUPE Local 1858

Collective Agreement Negotiations

For Agreement Expiring June 30, 2019

Article: Substantive

Date: Feb 28, 2020

Time: 2:35 pm

The parties agree to amend the Collective Agreement as follows:

1. **U14, E08, HE04**
ARTICLE No: 16.01 TO 16.13
TITLE OF ARTICLE: OVERTIME

"16.01 DEFINITIONS

- a) "Overtime" means work performed by an employee in excess or outside of the ~~normal full-time working~~ standard work day.
- b) "Straight time rate" means the hourly rate of remuneration.
- c) "Time and one-half" means one and one-half (1 ½) times the straight time rate.
- d) "Double time rate" means two (2) times straight time rate.
- e) "Double time and one-half" means two and one-half (2 ½) times the straight time rate.
- f) "Day of Rest" means the 6th and 7th days of work in a week. All employees are entitled to two scheduled consecutive days off each week. This does not apply when casual or part-time employees agree to perform additional hours.
- g) "Standard Work Day" means as per Article 14.02.

16.02 OVERTIME ENTITLEMENT

An employee will be entitled to compensation for authorized overtime after work in excess of a ~~regular scheduled~~ standard work day.

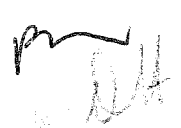
16.03 RECORDING OF OVERTIME

Employees shall record starting and finishing times for overtime worked on a designated form.

It is the employee's responsibility to identify premium pay claims.

16.04 SHARING OF OVERTIME

Overtime work shall be divided equally wherever practical, among employees who are available and qualified to perform the work.



Efforts shall be made to offer overtime to regular employees who would normally perform the work prior to it being offered to temporary or casual employees, except in cases where employee fatigue could jeopardize safety.

16.05 OVERTIME COMPENSATION

- a) Overtime worked shall be compensated for at the following rates:
 - i) Time and one-half for first four (4) overtime hours worked after a ~~normal full time~~ standard work day, and
 - ii) Double time for all hours worked in excess of four (4) overtime hours worked after a ~~normal full time~~ standard work day.
 - iii) Double time for all hours worked on day of rest.
- b) An employee on travel status who is required to travel on the Employer's business in excess of ~~full time hours~~ a standard work day shall be compensated at the applicable overtime rates for all hours travelled. The Employer may determine the means of such travel.

16.06 MEAL ALLOWANCES

An employee who is required to work a minimum of two and one-half (2 ½) hours overtime before or after the employee's scheduled hours of work, shall be provided with a meal or shall be reimbursed based on the meal rates in Policy 42.08, Reimbursement of Travel and Other Expenses. A meal break of one-half (½) hour with pay shall be given at the overtime rate.

In the event an employee is required to work during their scheduled meal break, the supervisor shall ensure the employee is provided with a meal break either immediately prior to, or immediately after the regular scheduled break.

This section shall not apply to an employee who is on travel status which entitles the employee to claim for lodging and/or meals.

16.07 NO LAY-OFF TO COMPENSATE FOR OVERTIME

Employees shall not be required to lay off during regular hours to equalize any overtime worked. However, at the time of reporting hours, the employee may request supervisory approval for time-off in lieu of overtime at the applicable overtime rate.

16.08 RIGHT TO REFUSE OVERTIME

The parties recognize employee longevity and well-being will benefit by a regular standard work week with regular time off.

All employees shall have the right to refuse to work overtime, except when required to do so in emergency situations, without being subject to disciplinary action.

~~16.09 OVERTIME FOR PART-TIME EMPLOYEES~~

~~Part time employees are eligible for overtime compensation when they are required to work more than seven (7) hours in a day. Except for employees on a rotating shift, which requires more than five (5) consecutive days of work, part time employees required to work in excess of five (5) days in a week, are eligible for overtime compensation for all work performed in the sixth (6th) and seventh~~

(7th) days. Overtime rates as defined in 17.01 (d) shall apply for all work performed on general holidays.

16.0910 CALL-OUT AND CALL BACK PROVISION

A regular employee who has worked a standard work day as per Article 14.02 and is called back to work outside the employee's regular working hours shall be compensated for a minimum of four (4) hours at the applicable overtime rates.

A regular employee who has not received prior notice and who is called out to work on their scheduled day of rest shall be compensated for a minimum of four (4) hours at the applicable overtime rates.

The four (4) hour minimum does not apply to employees who have received prior notice that they will be called out or back. Upon return to work Such employees will be compensated for a minimum of two (2) hours at their applicable overtime rate.

16.1011 REST INTERVAL

An employee required to work overtime beyond the regularly scheduled shift shall be entitled to eight (8) clear hours between the end of the overtime work and the start of the employee's next regular shift. If eight (8) clear hours are not provided, overtime rates shall apply to all hours worked on the regular shift.

16.1112 BANKING OF OVERTIME (NOTE: SIGNED OFF – T DOC 5)

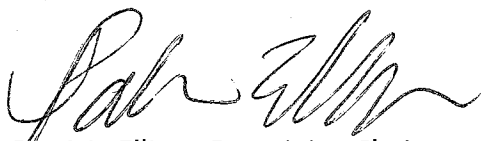
At the time of reporting overtime hours, employees, except casuals, shall have the option to:

- c) bank overtime hours at the applicable overtime rates and take compensating time off at a later mutually agreeable time between the employee and supervisor,
- d) receive pay at the applicable overtime rates on the next pay cheque.
- e) The supervisor and employee are expected to manage the utilization of accrued overtime. Any remaining credit balance at August 31, or on termination, will automatically be processed by Payroll for payout upon receipt of the August attendance reports.
Notwithstanding the above, banked overtime may be used by November 30 if it is scheduled prior to August 31.
- f) Once an employee elects banking or pay for an instance of overtime, no change shall occur.

16.1213 REVIEW OF OVERTIME UTILIZATION

The Executive Director, Human Resources or designate will review CUPE overtime statistics on an annual basis and include historical data where available, and report to the Labour Management Committee.

The Committee will examine the report and, where the overtime appears excessive, will make recommendations as required to the employee and the supervisor in consideration of Article 16.08, the efficient use of financial resources and ways to effect a reduction in overtime utilization."



Patricia Elliott, Bargaining Chair
Vancouver Island University



Deborah Hopper,
Bargaining Chair, CUPE Local 1858

Dated this Feb 28th day of February, 2020.
pm

Vancouver Island University & CUPE Local 1858

Collective Agreement Negotiations

For Agreement Expiring June 30, 2019

Article: Substantive

Date: March 4, 2020

Time: 10:14 am

The parties agree to amend the Collective Agreement as follows:

1. E09 (U20)

ARTICLE NO: 19.09

TITLE OF ARTICLE: JOINT EARLY INTERVENTION PROGRAM AND JOINT REHABILITATION COMMITTEE

"The purpose of the Joint Early Intervention Program (JEIP) is to ensure employees are supported with a proactive return to work program when not capable of performing the duties of their position due to illness or injury. The JEIP is a program that provides a proactive service that facilitates a return to work in a caring, safe and timely manner.

Joint Rehabilitation Committee (JRC)

a) A Joint Rehabilitation Committee (JRC) made up of three (3) representatives from the Union and three (3) representatives from Human Resources will jointly administer the JEIP. The JRC operates under the following parameters:

- i) The JRC will meet during working hours at least once a month unless mutually agreed otherwise.
- ii) Leaves of absence for Union JRC members shall be granted without loss of wages, benefits or seniority.
- iii) Resource people may attend at the request of either party with mutual agreement.

b) The JRC will develop their own terms of reference and processes to reflect the following principles:

i) ~~a) The Joint Early Intervention Program Jointly Managed – The JEIP will be jointly managed by the Employer and the Union.~~

ii) ~~b) Mandatory – An employee may be referred for participation in the JEIP when Where an employee is absent for five (5) or more consecutive days of work, or where it appears that there is a pattern of consistent or frequent absence from work, or at the request of the employee, an employee may be referred for participation in the Early Intervention Program.~~ If an employee is referred, the employee must participate in the JEIP Early Intervention Program.



iii)e) Rehabilitative – The purpose of the program is rehabilitative.

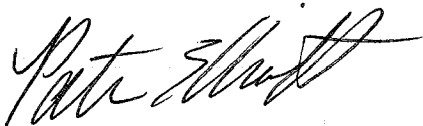
iv)d) Information - The employee will provide the information necessary for the Employer, the Union and the disability management services provider to determine the employee's prognosis for early, managed return to work.

v)e) Confidential - All information provided to the committee or to the disability management services provider will be in confidence, and all records will be confidential. Managers will only be provided with information necessary for rehabilitative employment.

vi)f) Representation - An employee enrolled into the program is entitled to Union representation, and the Union agrees to maintain the confidentiality of the employee's medical and related records.

Assessment for JEIP Referral

- c) In the event an employee is not referred to the service provider, assessment of the employee's eligibility for the JEIP will continue through the period of the employee's absence.
- d) A member of the JRC will contact the employee, introduce the JEIP, explain its purpose, and inquire if the employee has an expected return to work date.
- e) The JRC shall review circumstances of employees who are not capable of performing the duties of their position due to illness or injury, including the general nature of the illness or injury and the return to work prognosis.
- f) Following the review, the JRC will determine if referral to the service provider under the JEIP is appropriate.
- g) The JRC will continue to monitor the status of employees in the JEIP through the period of the employee's absence.
- h) When an employee requires a return to work plan, the information the JRC would review would be limited to non-medical information such as the limitations/restrictions, return to work dates and required accommodations to assist in a successful, supportive return to work."



Patricia Elliott, Bargaining Chair
Vancouver Island University



Deborah Hopper,
Bargaining Chair, CUPE Local 1858

Dated this 4th day of March, 2020.

Vancouver Island University & CUPE Local 1858

Collective Agreement Negotiations

For Agreement Expiring June 30, 2019

Article: Substantive

Date: March 9, 2020

Time: 4:55pm

The parties agree to amend the Collective Agreement as follows:

1. U37C

ARTICLE NO: 29.02

TITLE OF ARTICLE: EMPLOYEE BENEFITS

"The liability of the Employer in the provision of benefits under this article is limited to the protection purchased under the terms of the contracts entered into with the carriers. ~~Effective one (1) month following the date of ratification, prescription drug reimbursements will only be issued for those prescription drugs that are included under the BC Provincial PharmaCare Formulary.~~"

[Note: Remaining Article 29.02 not modified by this proposal.]

2. U08(40)

ARTICLE NO: NEW LETTER OF AGREEMENT

TITLE OF ARTICLE: LETTER OF AGREEMENT #XX – DESIGNATED 40 HOUR WORK WEEK

- (a) "Should operational needs require, the Employer may, with appropriate notice and consultation with the Union, designate departments and/or positions within a department to have a forty (40) hour standard work week.
- (b) Incumbents in such positions offered a forty (40) hour standard work week will have the option of maintaining their existing weekly regular hours and a thirty-five (35) hour standard work week.
- (c) New or vacant positions with a forty (40) hour standard work week will be posted as per Article 13.

Signed this 9 day of March, 2020."



Patricia Elliott, Bargaining Chair
Vancouver Island University



Deborah Hopper,
Bargaining Chair, CUPE Local 1858

Dated this 9th day of March, 2020.

Vancouver Island University & CUPE Local 1858

Collective Agreement Negotiations

For Agreement Expiring June 30, 2019

Article: Substantive

Date:

March 9 2019

Time:

5:53pm

The parties agree to amend the Collective Agreement as follows:

1. U08, E05, AND U09

ARTICLE NO: 14

TITLE OF ARTICLE: HOURS OF WORK

14.01 STANDARD WORK WEEK

- a) "The standard work week for ~~non-shift~~ employees shall consist of five (5) consecutive days, followed by two consecutive days of rest (typically Saturday and Sunday) from Monday to Friday inclusive.
- b) The standard work week shall be thirty-five (35) or forty (40) hours per week.
- c) Part time is less than the standard work week ~~thirty-five (35) hours per week.~~
- d) "Shift employees" are hired without a set work schedule and the days and times they work may change from week to week.

14.02 STANDARD WORK DAY

The standard work day for ~~non-shift~~ employees shall be seven (7) or eight (8) hours exclusive of the meal period.

14.03 ADDITIONAL HOURS FOR REGULAR PART-TIME EMPLOYEES

- a) The University is committed to the principle of making temporary and casual work available to regular part-time employees. Such assignments are exempt from premium pay. It is the responsibility of the regular part-time employee to advise Human Resources and/or the applicable manager, in writing, of their interest in such employment, their availability, and their skills, knowledge and ability as it might relate to such employment.
- b) The parties shall meet in February of each year to review the previous twelve (12) months experience and the future prospects of a part-time employee working additional hours in their regular position on a regular basis, and having such additional hours becoming part of the employee's regular assignment.

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- c) The Human Resources office shall supply this information in November of each year so the Union has time to review the information before the February meeting.
- d) Additional hours within a department will be offered to regular part-time employees within the same department based on seniority, skills, knowledge and ability.-Where an assignment of additional hours would incur premium pay and/or additional costs under Article 16, the Employer may offer the additional hours to the next employee who would not incur premium pay and/or additional costs to the Employer.

14.04 MEAL PERIODS

- a) Where an employee works five (5) hours or more, they will be entitled to, at minimum, a thirty (30) minute unpaid meal period, in addition to the Rest Period defined in Article 14.05.
- b) Meal periods shall be scheduled as close as possible to the middle of the work day or shift and to correspond to dining room facilities.
- c) An employee shall be entitled to take a meal period away from the work station. Where this cannot be done, the meal period shall be considered as time worked and compensated for at the applicable overtime rate, providing such time is authorized.

14.05 REST PERIOD

- a) During a four (4) hour work period, employees shall be entitled to one (1) paid fifteen (15) minute rest period.
- b) Within every seven (7) hour work period, employees shall be entitled to two (2) paid fifteen (15) minute rest periods.

14.06 SELF-ASSIGNING HOURS

- a) Positions where the work cannot be delivered on predictable and rigid schedules can, with proper authorization be designated as positions with self-assigning hours. These self-assigning employees are expected to schedule their own working hours in accordance with the requirements of the job function in concert with their supervisor.
- b) When circumstances require the creation or designation of additional self-assigning positions the mutual agreement of affected employees, the Union and management will be required before implementation. The designation of "self-assigning" will be reviewed after a new incumbent occupies the position for twelve (12) consecutive months, or upon request by the Employer or the Union.
- c) The employee and the supervisor will reconcile hours worked every three (3) months. If the aggregate hours over the three (3) month period exceed the

hours paid biweekly, the excess hours accumulated will be banked as time off with pay at time and one-half (1 ½), or at the employee's request, paid out at time and one-half. If the aggregate hours are less than estimated, there shall be no recovery.

- d) Article 15 shall not apply. Annually, the parties shall review the positions with self-assigning hours and agree to guidelines which include the appropriate application of the principles included in Article 16 to these positions (i.e. breaks, hours of work).

14.07 FLEXIBLE WORK SCHEDULE (NOTE: S/O T-Doc 03)



Regular employees who work a minimum of twenty-nine (29) hours per week may apply for a flexible work schedule. Application of the flexible work schedule must not produce any additional cost (i.e., overtime, other premium pay, additional ~~employee manpower~~ requirements or fringe benefits costs) or any noticeable reduction in service from the level of service rendered at the time of implementation.

When a general holiday falls in a pay period, that entire pay period reverts back to the normal five (5) days per week, seven (7) hours per day routine. This arrangement concerning general holidays may be waived by the administrative supervisor on any of the general holidays. If the arrangement is waived and a general holiday falls on a scheduled day off, the employee will take off an alternate day at a mutually convenient time within twenty (20) working days. In this instance, the employee will be required to make up the additional time for each general holiday. The time must be made up in the same twenty (20) working day period.

The flexible work schedule may be suspended by the administrative supervisor, in consultation with the employees, should it become operationally necessary. The suspension could affect any or all of the work units involved.

Any employee who prefers to remain on their regular hourly pattern may elect to do so. Having chosen a regular hour cycle, the employee may later apply to change hours to a flexible work schedule and, if the change is approved, entry into the plan would be at the beginning of a biweekly pay period which does not include a general holiday."

Note: 14.08. - Weekend Work is pending in a separate proposal.

 Patricia Elliott, Bargaining Chair Vancouver Island University	 Deborah Hopper, Bargaining Chair, CUPE Local 1858
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Dated this 19th day of March, 2020.

Vancouver Island University & CUPE Local 1858

Collective Agreement Negotiations

For Agreement Expiring June 30, 2019

Article: Substantive
Date: March 9, 2020
Time: 5:56 pm

The parties agree to amend the Collective Agreement as follows:

1. **E07 (U13), HU31 AND E14**
ARTICLE NO: 15 AND NEW LOA 1
TITLE OF ARTICLE: SHIFT WORK

15.03 Notice of Shift Schedules

- (a) Schedules of shifts work for regular employees and temporary shift employees (as defined in Article 14.01 d)) working a scheduled shift shall will be posted at least forty-eight (48) hours in advance of starting day of a new schedule. However, the Employer will make every effort to post shift schedules fourteen (14) days in advance and employees involved will be consulted prior to any change in the shift schedule in order to determine their availability. Scheduling for shift employees in Ancillary Services will be in accordance with LOA 1.
- (b) In the event that an shift employee's schedule of shift work and/or hours of work are changed without the forty-eight (48) hours advance notice required, the employee will receive a premium of thirty-five cents (\$0.35) per hour for work performed on the first new scheduled shift to which the employee changed in addition to the employee's regular pay. Subsequent shifts worked on the new schedules shall be without this premium.

15.04 SHORT CHANGE OVER

If shifts are scheduled so that there are not twenty-four (24 20) hours between the start of an employee's shift and the start of the next shift, overtime rates apply to hours worked on the succeeding shift within the twenty-four (24 20) hour period.

Exceptions to this are temporary and casual employees who are called in on short notice to work the remainder of a shift one day and begin at the regular time on the second day, and part-time employees who access additional hours under Article 14.03.

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15.07 SHIFT CHANGE

~~The starting and stopping times of all shift changes shall be subject to joint Employer/Union negotiations.~~

- (a) Except for employees identified in 14.01(d) and 14.08(b), the Employer may change an employee's ongoing work schedule with forty-five (45) days' notice and consultation with the relevant employee(s) and notice to the Union under Article 2.03.
- (b) Where the change to an employee's ongoing work schedule will result in working a different shift under Article 15.01 and/or involve weekend work, the employee may accept the change or alternatively be eligible for rights under Article 12.

Letter of Agreement 1

Between

Vancouver Island University (VIU)

And Canadian Union of Public Employees Local 1858 (CUPE)

Re: Schedules for Shift Employees in Ancillary Services

- (a) Further to Article 15.03, within a department, employees who have the skills, knowledge and ability to do the work and who have submitted availability for shifts, will be scheduled according to this Letter of Agreement. Employees must identify their interest and availability to the applicable manager.
- (b) In accordance with (a) above, shift scheduling will normally be done by seniority, except where specific skills, knowledge and/or ability are required. Employees will be scheduled as follows:
 - i. Regular employees within the department, then;
 - ii. Regular employees on seasonal layoff within the department, then;
 - iii. Temporary employees within the department, then;
 - iv. Regular or temporary employees from other departments, then;
 - v. Casual employees.

Each of the above categories will be exhausted before moving to the next category.

- (c) If the Employer will incur any additional costs under Articles 15.04 or 16, the Employer may move to the next employee who will not incur additional cost.
- (d) Once a schedule is issued, additional hours that become available will be subject to Article 14.03.
- (e) Notwithstanding Article 11.03, seniority will be used for the scheduling of temporary employees, per (b) above.

Signed this 9th day of March, 2020.

LETTER OF AGREEMENT #1

20H

RE: ARTICLE 14.04 ADDITIONAL HOURS FOR REGULAR PART-TIME EMPLOYEES AND ARTICLE 15.04 SHORT CHANGE OVER



~~The parties agree that short change over premium pay under Articles 14.04 and 15.04 will not apply to regular part-time, temporary, and casual employees working in the Food Services Department.~~

Signed this 19th day of June, 2015

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Signed this 20th day of April 2012

Signed this 2nd day of March, 2006”

 Patricia Elliott, Bargaining Chair Vancouver Island University	 Deborah Hopper, Bargaining Chair, CUPE Local 1858
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Dated this 9th day of March, 2020.

SCHEDULE C

Service Improvements:

The current bargaining mandate requires an element of improved service in order to unlock the Service Improvement Allocation (SIA).

1. Changes to the articles on probation and trial period provide the Employer with more flexibility in determining suitability of employees for positions during a greater period of the academic year.

Union Proposal 6 / Employer Proposal 3:

11.04 Probation for Newly Hired Employees

A newly hired employee will be on probation for a period of six (6) ~~four (4)~~ months worked from the date of hiring. The probationary period may be extended by mutual agreement. During the probationary period, the employee will be entitled to all rights and benefits of this Agreement.

A temporary hire, in excess of three (3) months, will have a probationary period of three (3) months. If the above-noted employee is subsequently hired as a regular employee in the same position, the employee will serve an additional three (3) ~~one (1)~~ months' probation. The probationary period may be extended by mutual agreement.

A temporary hire, in excess of three (3) months with an appointment of less than seven (7) hours per week will have a minimum probationary period of six (6) months or 210 hours, whichever occurs last. Under no circumstances will a probation period extend beyond one (1) calendar year.

A temporary hire who has worked in consecutive temporary positions for 16 out of 24 months may have their probation waived in a subsequent temporary or regular position upon request of that employee and with agreement of the manager.

A temporary hire who has successfully completed one or more probationary periods and who is unsuccessful in a subsequent probationary period will retain their seniority for a period of 18 months.

Evaluation will occur during a probationary period.



Regular employees will not be eligible to apply for another regular posted position within their initial probation period, except by mutual agreement of the Employer and the Union at the local level.

Article 13.05 Trial Period

The successful applicant will be placed on trial for a period of ~~two (2)~~ three (3) months, subject to further ~~two (2)~~ three (3) month extension by mutual agreement between the supervisor and the employee in which case, reasons will be provided to the Union in writing. Any further extension will require the mutual agreement of the Union and the Employer.

Conditional on satisfactory service, the employee will be declared regular after that period. The trial period will be at the established rate of pay for the position. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, the employee will be returned to their former position, wage or salary rate and without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions will also be returned to their former position, wage or salary rate, without loss of seniority. Notwithstanding the above, normally no employee will be required to serve more than one (1) trial period in the same position.

2. Changes to the weekend work and shift premiums create greater equity in compensation for hours worked and allows the Employer to open more services on weekends.

Article 14.08 Weekend Work

Where for bona fide operational reasons the Employer schedules employees to work Saturday or Sunday, the following criteria shall apply:

- a) ~~After May 15, 2000, No~~ new positions created, and vacant positions may include Saturday and/or Sunday as a regular workday. Postings for these positions shall state the consecutive days of work.
- b) No regular employee hired prior to May 15, 2000 shall be required to work Saturday or Sunday as a regular workday, unless the employee is currently scheduled to work Saturday or Sunday.
- c) A premium of one (1) additional hour of pay per shift shall apply to all regularly scheduled work on Saturday and Sunday.

Effective July 1, 2020: A premium of forty five (45) minutes of pay per shift shall apply to all regularly scheduled work where the majority of hours fall on a Saturday and/or Sunday.



No employee shall be laid off or have their hours of work reduced as a result of this Article.

(Effective July 1, 2021)

Article 15.02 Shift Premium

(a) Shift premiums shall be paid for all hours worked on a second or third shift. Shift premiums shall be:

- Eighty cents (\$.80) ~~Fifty cents (\$0.50)~~ per hour for second shift
- Eighty cents (\$.80) ~~Fifty cents (\$0.50)~~ per hour for third shift

Shift premiums will apply for overtime hours worked on conjunction with a shift.

Where employees work a split shift, they shall receive eighty cents (\$.80) ~~fifty cents (\$0.50)~~ per hour for the entire shift. An employee on split shift is required to have an unpaid break of more than one (1) hour.

2. Service Improvement Allocation

Changes to the CUPE Wage Grid: By standardizing wage increments (demonstrated in the chart below) the Employer will improve their ability to recruit and retain CUPE Employees and resolve a variety of recruitment and retention issues at various levels within the bargaining unit. It will also be a step towards correcting several historical gender-based pay inequities in the scale.

Levels 1-10 will have a consistent spread of 4.31% at step 1 effective July 1, 2020. At Step 2, Levels 1 and 2 remain unchanged and Levels 3-10 will now have a percentage difference of 3.71%. The new Levels 11-16 have a percentage difference of 4.5% at both Step 1 and Step 2. These changes are illustrated in the wage grid below but do not include the 2% increase proposed at July 1, 2020:

July 1, 2020 Pre-2% lift

Level	Step 1 Hourly	Step 2 Hourly
1	19.66	20.80
2	20.51	21.64
3	21.39	22.53
4	22.31	23.37
5	23.27	24.24
6	24.28	25.14
7	25.32	26.07
8	26.42	27.04
9	27.55	28.04
10	28.74	29.08
11	30.04	30.39
12	31.39	31.76
13	32.80	33.18
14	34.28	34.68
15	35.82	36.24
16	37.43	37.87

***NEW GRID comes into effect July 1, 2020



6. SCHEDULE "C"

The Employer and the Union also agreed to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Schedule "C".

7. Ratification

The parties expressly agree that, upon the completed signing of this Memorandum of Agreement, the parties will 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.

All ratifications will take place within 30 days of the signing of this Memorandum of Agreement.

Signed this 28th day of May, 2020.

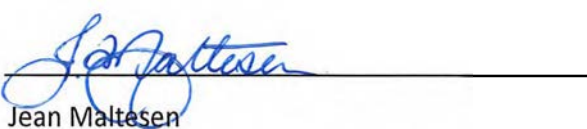
BARGAINING REPRESENTATIVES
FOR THE EMPLOYER:


Patricia Elliott


Dan VanderSluis


William Litchfield



Ian Johnsrude


Jean Maltesen

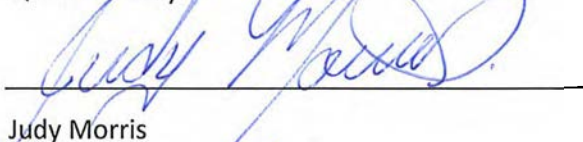

Kamala Haughton


BARGAINING REPRESENTATIVES
FOR THE UNION:


Deborah Hopper


Tiffany McLaughlin


Quinn Ramsay


Judy Morris


Rob Campbell