

MEMORANDUM OF AGREEMENT

between

KWANTLEN POLYTECHNIC UNIVERSITY

(hereinafter called "the Employer")

and the

B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION (BCGEU)

(hereinafter called "the Union")

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

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF B.C. GOVERNMENT AND SERVICE EMPLOYEES' UNION (BCGEU) (hereinafter called "the Union"), AGREE TO RECOMMEND TO THE MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING JULY 01 2014 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. **Previous Conditions**

All of the terms of the 2010-2014 Collective Agreement continue except as specifically varied below by paragraphs 2 to 4 inclusive.

2. **Effective Dates**

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

3. **Term of Agreement**

The term of the new collective agreement shall be for sixty (60) months, effective from July 1, 2014 to June 30, 2019.

4. **Appendix "A"**

The Employer and the Union agree to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Appendix "A".

5. **Ratification**

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

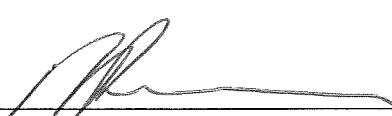
This Memorandum of Agreement is also subject to ratification by the Post-Secondary Employers' Association Board of Directors.

Signed this 20 day of April 2015

BARGAINING REPRESENTATIVES FOR
THE EMPLOYER:



BARGAINING REPRESENTATIVES FOR
THE UNION:





APPENDIX "A"**ARTICLE 12 – DISCHARGE, SUSPENSION AND DISCIPLINE****12.5 Right to Grieve Other Disciplinary Action**

Disciplinary action grievable by employees shall include written censures, letters of reprimand and adverse reports or performance evaluation. Employees shall be given a copy of any such document placed on their file which might be the basis of disciplinary action. Should employees dispute any such entry in their file, they shall be entitled to recourse through the grievance procedure and the eventual resolution thereof shall become part of their personnel record. Any such document other than official evaluation reports, shall be removed from the employee's file after the expiration of ~~twelve (12)~~ **18** months from the date it was issued, provided there has not been a similar further infraction. The Employer agrees not to introduce as evidence in any hearing any document from the file of an employee, the existence of which the employee was not aware at the time of filing.

Kwantlen Polytechnic University – Employer Counterproposal

ARTICLE 15 – Layoff and Recall

15.1 Labour Adjustment

(a) *Employer Commitments*

It is agreed that the Employer will make every reasonable attempt to minimize the impact of funding shortfalls and reductions on the work force.

Subject to budgetary constraints and the amount of funding available for labour adjustment costs; fairness, flexibility and employee choice will prevail in the implementation of labour force adjustment strategies as approved by the institution.

It is incumbent upon the Employer to communicate effectively with its employees and the unions representing those employees as soon as the impact of any funding reduction or shortfall or profile change has been assessed.

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

(b) – (d) maintain current language

15.2 ~~Layoff and Bumping Procedure~~

(a) Auxiliary employees will be laid off prior to regular employees except that an auxiliary employee may be retained on the job if no regular employee, who has received layoff notice, has the necessary qualifications, abilities and experience to perform such work.

Regular employees shall be laid off in reverse order of seniority where there are multiple incumbents in the same position and within the same work unit.

(b) Where seniority is equal and when mutual agreement cannot be reached, seniority shall be determined by chance.

(c) Repeating Term Employees and Fixed Term Layoff

~~(1)~~ When the Employer lays off repeating fixed-term employees as defined in Article 2.4 ~~(c)~~ **Regular Employee** at the end of their fixed term and issues a recall notice for the beginning of the next fixed term, Articles 15.2(a)(b)~~(d)~~, **15.3** and ~~15.54~~(c) will not apply. However, repeating fixed term employees may bump auxiliary employees whose duration of employment expires before the recall notice specified in the preceding sentence. The right to bump during this fixed term layoff period is subject to the following:

~~(i)~~ (i) The auxiliary employee with the least seniority at the same pay level for whose position the repeating fixed term employee has the necessary qualifications, ability and experience shall be bumped.

~~(ii)~~ (ii) If (i) above does not result in a successful bump the same procedure will be applied at each subsequent lower pay level.

Kwantlen Polytechnic University – Employer Counterproposal

~~(iii)~~ The right to bump must be exercised within six (6) working days of receipt of the layoff notice.

~~(2)~~ This does not preclude the Employer from giving notice of layoff to a repeating fixed term employee during a fixed term or to a fixed term employee who has received a recall notice to begin a fixed term.

~~(3)~~ In the event layoff notice is given under (2) above, (1) does not apply.

(d) The Union recognizes the Employer's obligation to the community to continue to provide educational services during periods of layoff.

~~(d)~~ 15.3 Bumping

~~(4)~~**(a)** Regular employees who receive notice of layoff shall have the right to bump employees with less seniority, providing the bump would not constitute a promotion.

~~(5)~~**(b)** The right to bump, subject to ~~(1)~~**(a)** above, shall be exercised in the following order:

~~(i)~~**(1)** The employee with the least seniority at the same pay level for whose position he/she has the qualifications to do the job shall be bumped;

~~(ii)~~**(2)** If ~~(i)~~**(1)** above does not result in a successful bump, the same procedure will be applied at each lower pay level.

~~(6)~~**(c)** Regular Employees who are bumped as a result of (1) and (2) above, shall have the same right to bump employees with less seniority, providing the bump would not constitute a promotion.

(d) It is agreed that where an employee exercises their bumping rights and is placed in a temporary position, the employer will make every reasonable effort to assist the employee in obtaining a regular position.

~~(7)~~**(e)** It is agreed that the probation/trial period specified in Article 31.6 will apply to employees moving into a new job as a result of bumping. In the event the employee proves to be unsatisfactory in the new job and is so advised in writing by the Employer, then the provisions of Article 15.2(d) shall be reapplied. In the event the employee does not have the necessary seniority or qualifications to bump a second time, or he/she has proven to be unsatisfactory in the second job, he/she will be laid off.

~~(8)~~**(f)** A regular employee shall notify the Employer in writing within six (6) working days of receiving layoff notice whether bumping rights will be exercised or whether the employee opts for a layoff.

~~(9)~~**(g)** If a regular employee opts for a layoff he/she must choose either recall rights in accordance with Article 15.5 or severance pay in accordance with Article 15.8 on the date the layoff is scheduled to occur. If a regular employee declines to make a selection he/she shall be deemed to have chosen recall rights.

~~(d) The Union recognizes the Employer's obligation to the community to continue to provide educational services during periods of layoff.~~

Kwantlen Polytechnic University – Employer Counterproposal

~~15.3~~ 15.5 Application

The application of the layoff, bumping, and recall procedures in Article 15.2, ~~15.3~~ and ~~15.54~~ shall be subject to joint employer/union discussion. These procedures shall be carried out on a university-wide basis.

In the case of a dispute arising from this article, the matter shall be resolved through the grievance procedure, commencing at Step 3.

~~15.4~~ 15.6 Advance Notice

(e) Where possible, the Employer will notify regular employees who are to be laid off, at least ~~forty (40)~~ working days prior to the effective date of layoff. If the employee has not had the opportunity to work ~~twenty (20)~~ full days after notice of layoff, the employee shall be paid in lieu of work for that part of the ~~twenty (20)~~ days during which work was not made available. These provisions do not apply to a temporary layoff which is a result of fire or natural disaster.

(f) An employee who is offered an auxiliary recall and accepts that recall, cannot claim the right to notice or pay in lieu pursuant to Article 15.4, 6 (a) when the auxiliary work expires and the employee returns to layoff status. The Employer, however, will provide an appointment notice to the employee specifying the expected duration of the auxiliary work. This notice may be amended by the Employer.

~~15.5~~ 15.4 Recall

(a) Regular employees on layoff shall retain recall rights commencing with the date of layoff for a period of one ~~(1)~~ year.

(b) In the event an employee performs auxiliary work during ~~his- their~~ period of layoff, the auxiliary time worked will be added to the one ~~(1)~~-year period of recall eligibility specified in Article ~~15.54~~(a).

(c) Recall shall be in order of service seniority, regular employees preceding auxiliary employees, providing the regular employee has the necessary qualifications, ability and experience to fill the position and the recall would not constitute a promotion. It is agreed that Article 31.6 **Trial Period** applies in the event the employee is not recalled to ~~his/her their~~ former position.

(d) In the event the employee is recalled to ~~his/her their~~ former position or to a position at the same pay level as ~~his/her- their~~ former position, the employee, at the time of recall, will be placed at the same step in the pay level that ~~he/she was they were~~ in at the time of layoff.

~~15.6~~ **Notice of Recall**

(g) ~~(e)~~ Notice of recall to a regular position shall be made by telephone, or if unsuccessful, by registered mail to the last address of the employee known by the Employer. A copy of the letter shall be sent to the President of the Union. Failure of the employee to report for work within five (5) calendar days of receiving notice to do so, shall result in loss of benefits as per Article 15.7.

It shall be the employee's responsibility to keep the Employer informed of the employee's current address during the period of layoff.

(h) ~~(f)~~ Employees may refuse recall to an auxiliary position without affecting their entitlement under Article 15.7.

Kwantlen Polytechnic University – Employer Counterproposal

15.7 Continuation of Benefits

(a) ~~A regular employee~~ on ~~layoff~~ recall will be entitled to the following benefits:

Article 21.1	Basic Medical Insurance
Article 21.2	Extended Health Benefits
Article 21.3(a)	Group Life Insurance
Article 21.5	Dental Plan

for a period of one ~~(1)~~ year from the day of layoff, or as per Article 15.54(b). Premium payments will be in accordance with provisions provided in the above clauses.

(b) Regular employees who through the bumping process are placed in a temporary position will be entitled to all provisions of the collective agreement except Article 15 Layoff and Recall, Article 21.4 Short Term Indemnity Plan and Long Term Disability Insurance and Article 25.10 Deferred Salary Leave.

15.8 Severance Pay

- (i) **(a)** A regular employee may opt for severance pay on the date the layoff was scheduled to occur, in which case ~~he/she~~ they shall be deemed to have resigned and shall forfeit all seniority and right to recall.
- (j) **(b)** A regular employee with less than one ~~(1)~~-year's service seniority who has elected severance pay pursuant to this article shall be entitled to severance pay in an amount equal to two (2) weeks current straight-time pay.
- (k) **(c)** In the event of a layoff, a regular employee with one ~~(1)~~ or more year's service seniority who opts for severance pay the following shall apply:

~~(1)~~ *straight-time pay;*

Completed Years of Service	Completed Hours	Severance Amount	Percentage of Current Annual Salary
1 year	1,820 hours	3 weeks	5.769%
2 years	3,640 hours	6 weeks	11.538%
3 years	5,460 hours	6 weeks + ½ month	15.705%
4 years	7,280 hours	6 weeks + 1 month	19.872%
5 years	9,100 hours	6 weeks + 1½ months	24.038%
6 years	10,920 hours	6 weeks + 2 months	28.205%
7 years	12,740 hours	6 weeks + 2½ months	32.372%
8 years	14,560 hours	6 weeks + 3 months	36.538%
9 years	16,380 hours	6 weeks + 3½ months	40.705%
10 years	18,200 hours	6 weeks + 4 months	44.872%
11 years	20,020 hours	6 weeks + 4½ months	49.038%
12 years	21,840 hours	6 months	50.00%

A regular employee shall not receive an amount greater than six (6) months current straight-time pay.

Kwantlen Polytechnic University – Employer Counterproposal

Article 16.1 Standard Workweek

(a) The standard workweek shall consist of thirty-five (35) hours of work on any five (5) consecutive days. The workday shall consist of seven (7) hours per day.

(b) The Union and the Employer recognize that there exist various versions of a modified workweek concept, which average thirty-five (35) hours per week, all of which have been approved by the Labour Standards Branch. It is understood that such cases are exceptions to Clause 16.1(a) only in respect to the thirty-five (35) hour limitation, and the seven (7) hour per day limitation.

~~ARTICLE 16.10 Workplace Flexibility~~

~~(nc) Where, for bona fide operational reasons, the employer schedules employees~~ When employees are scheduled to work Saturday or Sunday, the following criteria shall apply:

- i. Effective February 9, 2001, 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.~~
- ii. No regular employee hired prior to February 9, 2001, shall be required to work Saturday or Sunday as a regular workday, unless the employee is currently scheduled to work Saturday or Sunday or is successful in posting into a position which has been posted in accordance with c iii) below.
- iii. The parties agree that new positions created and vacant positions shall state the current consecutive days of work. This will not preclude the employer from changing the days of work to a different work schedule based on operational needs for those employees hired after July 1, 2015.
- iv. No employee shall be laid off or have their hours of work reduced as a result of this article.
- v. Employees hired prior to March 14, 2005 shall receive a premium of one additional hour of pay for all regularly scheduled work on Saturday and Sunday.

~~(ed) The modified workweek plan(s) shall not result in increased compensation to an employee.~~

~~(de) Guidelines on modified workweek schedules are available on the Human Resources website.~~

ARTICLE 16 – HOURS OF WORK

16.8 Rest Periods

All employees shall have ~~two (2) fifteen (15) minute rest periods in each work period in excess of six (6) hours, one (1) rest period to be granted before and one (1) after the meal period. Employees working shifts of four and one half (4½) hours but not more than six (6) hours, shall receive two (2) rest periods during such a shift. Employees working shifts of less than four and one half (4½) hours shall be granted one (1) rest period during such a shift.~~

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

Employees working:

<u>Hours worked</u>	<u>Rest Period</u>
<u>< 4.5 hours</u>	<u>1x15 minute</u>
<u>=>4.5 hours</u>	<u>2x15 minute</u>

Rest periods shall not begin until one ~~(1)~~ hour after the commencement of work or not later than one ~~(1)~~ hour before either the meal period or the end of the shift, however, a single rest period of ~~thirty (30) minutes may be taken during the second and third shifts subject to approval by the Union~~ **Employer**. Rest periods shall be taken without loss of pay to the employees.

Kwantlen Polytechnic University – Employer Counterproposal

16.10 Workplace Flexibility

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

(a) ~~Effective February 9, 2001, 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 February 9, 2001, shall be required to work Saturday or Sunday as a regular workday, unless the employee is currently scheduled to work Saturday or Sunday.~~

(c) ~~No employee shall be laid off or have their hours of work reduced as a result of this article.~~

(d) ~~Employees hired prior to March 14, 2005 shall receive a premium of one additional hour of pay for all regularly scheduled work on Saturday and Sunday.~~

ARTICLE 18 – OVERTIME**18.4 Sharing of Overtime**

~~The first opportunity for overtime work would go to those specific individuals who normally do the work in question. Otherwise it shall be allocated on an equitable basis within the work area.~~

~~Regular full-time employees shall be afforded the opportunity to work the overtime prior to regular part-time employees and auxiliary employees working overtime.~~

Overtime will be allocated on the following basis:

(a) overtime should first be assigned to those individuals who normally do the work and can do the work in conjunction with an existing shift they are scheduled to work or are currently working as determined by the employer.

(b) for overtime work that cannot be done in conjunction with an existing shift, then regular full-time employees, in seniority order, by rotation, who normally do the work will be afforded the opportunity to work prior to auxiliary and regular part-time employees being offered overtime.

(c) Notwithstanding clauses (a) and (b) above, in an emergency situation, the Employer may assign the overtime to the qualified employee (s) who will be able to respond as quickly as possible.

For the purposes of this clause an emergency situation is defined as a situation where if the work is not done as soon as possible health and safety may be compromised and/or there may be damage to the employer's physical plant and/or where it is necessary to restore infrastructure for when it needs to be available, and/or where students will be directly and adversely affected.

Kwantlen Polytechnic University – Employer Proposal

ARTICLE 18.5 ~~Overtime and Travel Time Compensation Pay~~

(a) Overtime worked shall be compensated for at the following rates:

- (1) Time and one-half (1½x) for the first two (2) hours of overtime on a regularly scheduled workday;
- (2) Double-time (2x) for hours worked in excess of (1); and
- (3) Double-time (2x) for all hours worked on a day of rest.

The compensation of overtime in (1) and (2) is to be on a daily basis and not cumulative.

(b) Employees who work on a designated holiday which is not a scheduled workday shall receive their regular day's pay, and shall receive additional compensation at the rate of double-time (2x) for all hours worked; except for Christmas and New Year's when the additional compensation shall be at the rate of double-time and one-half (2½x) for all hours worked.

~~(c) Employees on travel status who are required to travel on the Employer's business outside their regular working hours shall be compensated at the applicable overtime rates for all hours travelled. The Employer may determine the means of such travel.~~

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

~~(ed)~~ If employees elect to take compensating time off for overtime compensation, they shall be entitled within sixty (60) days to schedule such earned time off.

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

~~(gf)~~ Overtime shall be calculated in thirty (30) minute increments.

New Article 18.12 Replaces 18.5 (c).

Kwantlen Polytechnic University – Employer Counterproposal

18.6 Overtime Meal Allowance

Effective July 1, 2015, employees who are required to work a minimum of two and one-half (2½) hours overtime before or after their scheduled hours of work shall be provided with either a meal or a meal allowance in the amount of ~~nine dollars (\$9.00)~~ **\$15.30**. A meal break of one-half (½) hour with pay shall be given at the overtime rate. A further meal or meal allowance of ~~nine dollars (\$9.00)~~ **\$15.30** and a meal break of one-half (½) hour with pay shall be provided during each subsequent four (4) hour overtime period.

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

ARTICLE 18 – OVERTIME**ARTICLE 18.10 Callout Provisions**

Regular employees, who are called back to work outside normal hours, shall be compensated for a minimum of four (4) hours at the applicable overtime rates, and will be reimbursed at applicable mileage rates for portal-to-portal transportation. A callout is not an extended shift.

The provisions of 18.4(c) apply where the call-out is the result of an emergency.

Kwantlen Polytechnic University – Union Counterproposal

NEW ARTICLE 18.12: Travel Time Pay

Notwithstanding the overtime provisions of Article 18.5 (a) and (b), the following provisions will apply to employees travelling on the employer's business:

When the Employer requires an employee to travel on the employer's business the employer will:

- (a) provide the employee's regular rate of pay for scheduled work hours, plus up to a maximum of three hours of overtime, for travel on a scheduled work day;**

- (b) provide the employee with paid time off of one day for each day the employee is required to travel on a scheduled rest day or paid holiday. The employer will schedule the compensating days off in conjunction with the employee's regular scheduled days off, or schedule in accordance with another alternative proposed by the employee and agreed to by the employer;**

- (c) provide the employee's regular rate of pay for scheduled work hours, plus up to a maximum of three hours of overtime, where an employee works and travels on the same day.**

Kwantlen Polytechnic University – Employer Counterproposal

ARTICLE 21.2 Extended Health Benefits

The Employer, by means of a policy issued by the insurance company, provides extended health benefits including an eyeglass and contact lens option, to all regular employees and their dependents. The Employer shall pay the full cost of the premiums. Benefits will be paid in accordance with the schedule of benefits listed in the plan and will be subject to limitations specified in the Plan.

- (a) ~~Effective April 1, 2005, e~~Employees will be reimbursed a total of \$75 every two years for vision exams.
- (b) Extended Health Benefits:
 - (1) Total lifetime coverage level will be unlimited
 - (2) Hearing aid benefit claims will be to a maximum of \$600 every five years.
 - (3) Vision care benefit claims will be to a maximum of \$250 every two years.

Effective January 1, 2018, vision care benefit claims will be to a maximum of \$500.00 every two years.

~~The parties agree to make the adjustments to the health and welfare benefits of the institution effective the first day of the month following ratification.~~

~~Effective one month following the date of ratification, P~~rescription drug reimbursements will only be issued for those prescription drugs that are included under the BC Provincial Pharmacare Formulary.

Note: The MOA regarding changes to the BC Pharmacare formulary is attached for reference purposes.

While not to be included in the Collective Agreement

The maximum reimbursement for professional services will be increased as follows:

Effective January 1, 2017 to \$400.00

ARTICLE 21 – HEALTH AND WELFARE

21.7(NEW) Joint Early Intervention Program

The parties have agreed to participate in the Post-Secondary Joint early Intervention Program (JEIP). The parties also agreed that the JEIP will incorporate the following principles:

- a) Jointly Managed – The program will be jointly managed by the Employer and the Union
- b) Mandatory – An employee may be referred for participation in the JEIP when absent from work for five or more consecutive days or where it appears that there is a pattern of consistent or frequent absence from work. If an employee is referred, the employee must participate in the JEIP.
- c) Rehabilitative- The JEIP is rehabilitative in nature.
- d) Confidential – The parties involved in the program will maintain confidentiality of all information.

(RENUMBER REMAINDER OF ARTICLE 21)

Kwantlen Polytechnic University – Employer Proposal

ARTICLE 21.11

Legislative Changes

~~If the premiums paid by the Employer for any employee benefit covered by this Agreement or applicable legislation are reduced as a result of any legislative action, the amount of the saving shall be used to increase other benefits available to the employees, as may be mutually agreed between the parties.~~

Article 22 – STAFF TRAINING AND DEVELOPMENT**22.2 Funding**

- (a) The Employer shall, at the beginning of each fiscal year, allot ~~seventy-five dollars (\$75)~~ per regular employee to fund staff training and development during the fiscal year.
- (b) Applications under this article shall be considered by a Committee appointed by the Union. The Committee shall consist of two ~~(2)~~ representatives and shall meet as necessary to a maximum of once per month to review applications.
- (c) The Committee shall establish criteria to be used when considering applications/proposals under this article.
- (d) For the purpose of this article, costs **may include but are not** limited to tuition/registration fees and required course materials, **travel expenses and meals**. Employees are required to prepay and submit receipts and proof of successful completion at which time they will be reimbursed. Financial hardship cases will be considered on a case by case basis at the discretion of the PD Committee. No individual employee shall be sponsored for professional development at a total cost to the fund in excess of ~~one thousand five hundred dollars (\$1500)~~ in one ~~(1)~~ fiscal year.
- (e) Preference shall be given to applications that demonstrate:
- (1) the activity is part of the employee's plan for career development;
 - (2) the activity is offered by an accredited, recognized institution or professional association; or
 - (3) the activity forms part of a course of studies leading to a degree, diploma, certificate or citation.
- (f) The fund shall be used for credit and credit free courses and activities. Approval shall not be unreasonably withheld. Disputes arising from this article may be appealed to a committee comprised of one union and one employer representative and a final and binding decision shall be made.
- (g) Applicants will be informed of the decision in writing by the PD Committee.
- (h) The authority to grant leave during working hours for the purpose of education and training rests solely with the Employer. When the activity occurs during scheduled work time, employees shall continue to accrue seniority and receive all benefits during the period of such leave.
- (i) If the activity only occurs during the employee's normal working hours, the supervisor, on behalf of the Employer, has the sole discretion to determine if a replacement is necessary. The cost of replacement salaries will be reimbursed by the PD Fund.
- (j) In the event that an employee does not attend, fails or withdraws from an approved activity, the University is authorized to commence payroll deductions until the total amount paid by the fund has been deducted (maximum recovery rate shall not exceed ~~five percent (5%)~~ of an employee's basic biweekly salary). In the event that an employee terminates employment with the University, prior to the completion of a course(s), the University is authorized to deduct the total costs from the employee's final paycheque. These recovered monies shall be returned to the fund.

(k) The total costs approved by the PD Committee shall not exceed the total amount set aside in (a) above and the funds carried forward in accordance with (l) below.

(l) Funds allocated to Staff Training and Development that are not used in the current year will be carried over into the next fiscal year.

(m) The Union agrees to provide the Employer with access to the financial records of the PD Committee.

25.XX (NEW) Compassionate Care Leave

- (a) An employee who is entitled to compassionate care benefits under the Employment Insurance Act is entitled to a leave of absence without pay of up to eight weeks for the purpose of providing care or support to a gravely ill family member at risk of dying within 26 weeks.
- (b) Notwithstanding Article 14.3 Loss of Seniority, there will be no interruption in the accrual of seniority for the duration of the leave.
- (c) 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 to a maximum of eight (8) weeks, and the premium payment shall be on the same basis as if the employee were not on leave.

ARTICLE 25 - SPECIAL AND OTHER LEAVE**25.1 Bereavement Leave**

(a) In the case of bereavement in the immediate family, employees not on leave of absence without pay shall be entitled to special leave at their regular rate of pay, from the date of death to and including the day of the funeral/service with, if necessary, an allowance for immediate return travelling time. Such leave shall normally not exceed five ~~(5)~~ working days. Immediate family is defined as an employee's parent, grandparent, wife, husband, common-law spouse, child, brother, sister, father in law, mother-in-law, son-in-law, daughter-in-law, stepparent, foster parent, stepchild, foster child and grandchild.

(b) In the event of the death of the employee's brother-in-law, sister-in-law, or a relative permanently residing in the employee's household or with whom the employee permanently resides, the employee shall be entitled to paid leave for one ~~(1)~~ day for the purpose of attending the funeral/service. If an employee is on vacation leave at the time of bereavement leave, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits if the employee attends the funeral/service of a family member as defined.

ARTICLE 25 – SPECIAL AND OTHER LEAVE**25.2 Full-Time Union or Public Duties**

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

- (a) employees to seek election in a municipal, provincial or federal election;
- (b) employees selected for a full-time position with the Union or anybody to which the Union is affiliated for a period of one ~~(1)~~ year, which may be renewed by mutual consent. Seniority shall not accumulate during this leave of absence beyond a period of ~~two (2)~~ **three** years;
- (c) employees elected to a public office for a maximum period of five ~~(5)~~ years.

ARTICLE 25 - SPECIAL AND OTHER LEAVE**25.6 Medical and Dental Appointments**

- (a) Where appointments cannot be arranged during non-work time, employees shall be entitled to take time off with pay for medical and dental appointments, but will arrange them at the beginning or end of the working day. Appointments made other than at the beginning or end of the working day will be the exception.
- (b) Requests to accompany a spouse, dependent child or ~~dependent~~ parent to a medical or dental appointment will be granted by the Employer subject to departmental requirements. The employee may use banked overtime or reschedule their workday/week or use available vacation entitlement or take leave without pay. Employees are expected to schedule such appointments in advance where possible. Leave will be granted on short notice for situations requiring immediate attention subject to departmental requirements. Verification of appointments may be requested by the University.
- (c) Employees on modified or flexible hour work schedules shall make an effort to arrange for such appointment during non-work time.

ARTICLE 25.7 Special Leave

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

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

Kwantlen Polytechnic University – Employer Proposal

ARTICLE 26.3 Supplemental Employment Benefit for Maternity and Parental Leave

- (a) Effective April 1, 2005, when on maternity or parental leave, an employee will receive a supplemental payment added to Employment Insurance benefits as follows:
- (1) For up to fifty-two (52) weeks of maternity leave, an employee who is the birth mother shall receive an amount equal to the difference between the Employment Insurance benefits and seventy-five percent (75%) of her salary calculated on her average base salary.
 - (2) For up to a maximum of thirty-seven (37) weeks of parental leave, the spouse, the biological father, the common-law partner or adoptive parent who is caring for the child shall receive an amount equal to the difference between the Employment Insurance benefits and seventy-five percent (75%) of the employee's salary calculated on his/her average base salary.
 - (3) The average base salary for the purpose of Clauses 26.3(a)(1) and 26.3(a)(2) is the employee's average base salary for the twenty-six (26) weeks preceding the maternity or parental leave. If the employee has been on unpaid leave for part of the preceding twenty six (26) weeks, then up to four (4) weeks of that unpaid leave will be subtracted from the twenty-six (26) weeks for the purpose of calculating the average base salary.
- (b) An employee is not entitled to receive Supplemental Employment Benefits and disability benefits concurrently. To receive Supplemental Employment Benefits, the employee shall provide the Employer with proof of application for and receipt of Employment Insurance benefits.
- ~~(c) If an employee is disentitled or disqualified from Employment Insurance maternity or parental benefits, the employee shall receive the supplemental payment or the appropriate percentage less the amount of Employment Insurance benefits the employee would have received if qualified for Employment Insurance benefits.~~
- ~~(c)~~ To be entitled to the above noted benefits, an employee must sign an agreement that they will return to work and remain in the Employer's employ for a period of at least six (6) months or equivalent to the leaves taken, whichever is longer, after their return to work.
- ~~(d)~~ Should the employee fail to return to work and remain in the employ of the Employer for the return to work period in (1) above, the employee shall reimburse the Employer for the benefits above on a pro rata basis.

ARTICLE 28 – SAFETY AND HEALTH**ARTICLE 28.3 Industrial First Aid Requirements**

a) The Union and the Employer agree that First Aid Regulations made pursuant to the Workers Compensation Act shall be fully complied with. Where the Employer requires employees to obtain or renew the ~~Survival or Industrial Occupational~~ **Industrial Occupational** First Aid **Level 2** Certificate, the cost shall be borne by the Employer and where applicable, leave to take the necessary courses shall be granted with pay and without loss of seniority. ~~The Employer shall make a reasonable effort to grant employees holding Survival or Industrial Occupational First Aid Certificates under the article leave with pay to attend conventions and local training sessions sponsored by Occupational First Aid Attendants Association of British Columbia and WorkSafeBC.~~

(b) A monthly premium shall be paid to employees required to possess a certificate under this article. The amount of the premium shall be ~~seventy five dollars (\$75) per month for holders of the Level II Certificate.~~

c) ~~Where an employee required to possess a certificate under this article has obtained a certificate that is beyond the grade required, the employee shall be paid the rate of seventy five dollars (\$75) per month. Should an employee take the Level III course and leave the service of the University for employment elsewhere, the employee shall reimburse the University the cost above the Level II course fee and classroom time on a pro rata basis.~~

(d) The Union recognizes that should not qualified employee covered by this Agreement be available, other employees of the Employer may be designated for the purposes of this section.

ARTICLE 28.8 — Video Display Terminals

When employees are required to monitor video terminals which use cathode ray tubes, then:

(a) — When a majority of an employee's daily work time requires monitoring such video display terminals, such employees shall have their eyes examined by an ophthalmologist of the employee's choice prior to initial assignment to VDT equipment or if medical facilities are not available prior to initial assignment to VDT equipment, the examination will take place as soon as possible after the assignment.

The employee may request a further examination six (6) months after the first examination and annually thereafter.

The examination shall be at the Employer's expense where costs are not covered by insurance. Where requested, the Employer shall grant leave of absence with pay.

(b) — When the majority of an employee's daily work time requires continuous operation of a VDT, the employee shall be entitled to two (2) additional ten (10) minute rest breaks.

(c) — Pregnant employees shall have the following options:

(1) — not to continue monitoring video display terminals, or

(2) — not working in the area of one (1) meter of display terminals which use cathode ray tubes, or

(3) — to work at a shielded video display terminal;

(4) — When a pregnant employee chooses not to monitor such video display terminals, if other work at the same or lower level is available within the University, for which the employee is qualified, she shall be re-assigned to such work and paid at her regular rate of pay; Where work re-assignment is not available, a regular employee will be considered to be on leave of absence without pay until she qualifies for maternity leave.

(d) — Where an employee is on leave of absence pursuant to (c) above, and opts to maintain coverage for medical, dental, extended health, group life and long term disability, the Employer will continue to pay the Employer's share of the required premiums.

(e) — The Employer shall ensure that new equipment shall:

(1) — have adjustable keyboard and screens, and

(2) — meet radiation emission standards established by the Ministry of Labour.

~~The Occupational Health and Safety Committee shall review and make recommendations to ensure that the lighting and the above standards recommended by the Ministry of Labour, Occupational~~

~~Environment Branch, as outlined in the publication Working with Video Display Terminals are being met.~~

~~(f) The Employer shall ensure that any new office equipment required for use in conjunction with VDTs shall meet the standards recommended by the Ministry of Labour, Occupational Environment Branch publication Working with Video Display Terminals.~~

ARTICLE 29 - WORK CLOTHING**29.1 Supply of Work Clothing**

(a) The Employer agrees to provide the appropriate uniform or wearing apparel to employees required by the Employer to wear a uniform or standard form of dress.

(b) The Employer shall not introduce changes in style or colour of uniforms except by agreement with the Union.

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

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

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

Kwantlen Polytechnic University – Employer Counterproposal

ARTICLE 35.10 Meal Allowance

Employees on travel status shall be entitled to a meal allowance for the time spent away from the University. Meal allowances shall be:

Breakfast	\$7.00 <u>8.75</u>
Lunch.....	8.75 <u>11.00</u>
Dinner	15.25 <u>19.00</u>

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

ARTICLE 36 – AUXILIARY EMPLOYEES**36.1 Appointment**

An auxiliary employee shall receive, within five ~~(5)~~ working days of the employees' start date, a letter of employment clearly stating their employment status and expected duration of employment.

36.2 Auxiliary Seniority

(a) Seniority for auxiliary employees will appear on the Seniority List in accordance with ~~Article~~ **Clause 14.2 Seniority List.**

(b) An auxiliary employee shall accumulate service seniority equal to the number of hours worked. Auxiliaries identified in **Clause 31.1(c) Job Postings** shall be administered centrally by Human Resources and shall be recalled in order of seniority, provided they have the qualifications, ability and experience to do the work, as determined by Human Resources.

(c) Auxiliary employees who become regular shall be credited with all service seniority accrued as an auxiliary.

(d) Auxiliary employees must have completed ~~four hundred and fifty five (455)~~ hours in a twelve ~~(12)~~ month period immediately prior to the posting to be recognized as inside applicants when applying to positions posted internally.

(e) Auxiliary employees may specify campus location or department and will not be called for work other than that. It is the employee's responsibility to notify Human Resources of any change to their availability, or their work location or department restrictions, and to notify Human Resources of any change in their qualifications.

36.3 Loss of Seniority

Auxiliary employees shall lose their seniority in the event that:

- (a) they are discharged for just cause;
- (b) they voluntarily terminate or abandon their employment with the University;
- (c) they are on layoff for more than six ~~(6)~~ months

36.4 Layoff and Recall

~~(a) Layoff of auxiliary employees shall be in reverse order of auxiliary seniority in the classification seniority grouping as follows:~~

- ~~(1) — Accounting/Financial Services~~
- ~~(2) — Office of the Registrar~~
- ~~(3) — Student Services~~
- ~~(4) — Information and Educational Technology~~
- ~~(5) — Purchasing~~
- ~~(6) — Facilities~~
- ~~(7) — Library~~
- ~~(8) — Bookstore~~

- (9) — Instructional Support
- (10) — Clerical Support
- (11) — Administrative Support
- (12) — Marketing and Communications
- (13) — Print Shop Services

~~Where an auxiliary employee has been identified for layoff as above and the remaining auxiliary employees in the grouping do not have the necessary qualifications, experience and abilities to perform the remaining work, the next to least senior auxiliary employee would be identified. This process would continue in reverse order of seniority until an auxiliary employees position has been identified.~~

(a) Auxiliary employees who reach the end of their posted position, or who are laid off prior to the posted end-date, may apply to Human Resources for placement ~~on the auxiliary recall list~~ **on an auxiliary list.**

(b) Notwithstanding (a) above, auxiliary employees who have received an offer of appointment to an auxiliary list from the University will automatically be placed on the list to which the employee was hired.

ARTICLE 36 – AUXILIARY EMPLOYEES**ARTICLE 36.6 Annual Vacation**

Auxiliary employees will be entitled to receive annual vacation at the rate of four (4%) of their regular earnings. After seven thousand (7,000) hours worked, auxiliary employees will be entitled to receive annual vacation at the rate of six percent (6%) of their regular earnings.

Auxiliary employees shall ~~have the option of:~~

- ~~(a) receiveing~~ vacation pay on each paycheque; ~~or.~~
- ~~(b) accumulating vacation pay and receive payout upon request of employee.~~

Auxiliary employees shall also be entitled to schedule vacation time off. Where an auxiliary employee who is in a posted position schedules vacation time off from the posted position, the provisions of Article 20.8 – Callback on Vacation, will apply.

Kwantlen Polytechnic University – Employer Counterproposal

ARTICLE 37 ~~—————~~ Laboratory/Shop Hours

37.1 Supervision Time

- (a) ~~For the purposes of this article, supervision time means scheduled student contact hours in a laboratory/shop or other related areas for the purpose of student direction or demonstration.~~
- (b) ~~For the purposes of this article, laboratory supervisor/programs assistant means those employees classified at Pay Level 13 or higher, who are assigned supervision time as defined in Article 37.1(a), and the terms supervision/supervisor apply only to student learning activities and does not apply to the job evaluation factors outlined under supervision in the JJEC.~~

37.2 Laboratories/Shops

~~For the purpose of this article, laboratories/shops shall be defined as:~~

- (c) ~~*Traditional* — Group paced laboratory/shop activities normally requiring marking external to the laboratory/shop supervision.~~
- (d) ~~*Open* — Individually paced laboratory/shop activities normally including assessment as part of supervision.~~
- (e) ~~*Combination* — Any combination of group paced and individually paced activities.~~

37.3 Activities

~~Activities exclusive of supervision time shall include marking, research, reading, preparation time, set-up and take-down, meetings and required travel. These activities shall be allotted separate time from supervision time, and shall, together with supervision time, make up the thirty five (35) hours per week.~~

37.4 Supervisory Hours

~~The maximum number of supervisory hours per week that any Laboratory Supervisor/Programs Assistant classified at Pay Level 13 or higher can be expected to carry shall be:~~

- (f) ~~*Traditional Labs*: The number of supervisory hours will not exceed eighteen (18) hours per week. Where the Laboratory Supervisor/Programs Assistant is required to mark fewer than sixty-five (65) students, and has three (3) or fewer preparations, then up to a maximum of twenty-two (22) hours may be required.~~
- (g) ~~*Open Lab/Shop*: twenty five (25) hours.~~
- (h) ~~*Combination Lab/Shop*: shall be prorated.~~

37.5 Students

~~A Laboratory Supervisor/Programs Assistant shall be responsible for supervising not more than twenty (20) students at one (1) time. For the purpose of allowing personnel to alternate on rest periods the maximum of twenty (20) may be exceeded for the duration of the rest period only.~~

Kwantlen Polytechnic University – Employer Counterproposal

37.6 Preparation Time

~~One and one-half (1½) hours per course per week shall be allotted to Laboratory Supervisors/Program Assistants for reading/research/laboratory/shop presentation preparation.~~

37.7 Marking Time

~~Calculations of marking time for purposes of time allotment for a traditional lab/shop shall be made on the basis of eight (8) minutes per student per week.~~

37.8 Workload for Laboratory Supervisors/Program Assistants

- ~~(i) Laboratory Supervisors/Program Assistants working in traditional laboratory/shop environments, shall carry a maximum course load of two (2) courses, and a maximum of three (3) sections.~~
- ~~(j) Article 37.3 above shall apply to the number of hours allotted.~~

Kwantlen Polytechnic University – Employer Proposal

ARTICLE 38.1 Duration

This agreement shall be binding and remain in effect to midnight, June 30, **2019**.

Kwantlen Polytechnic University – Employer Proposal

ARTICLE 38.2

Notice to Bargain

- (a) This Agreement may be opened for collective bargaining by either party giving written notice to the other part on or after February 28, 2019, but in any event not later than midnight May 31, 2019.
- (b) Where no notice is given by either party prior to May 31, 2019, both parties shall be deemed to have given notice under this section on May 31, 2019 and thereupon Section 38.3 of this article applies.

All notices on behalf of the Union shall be given by the President or designate of the Union and similar notices on behalf of the Employer shall be given by the Chairman or designate of the University Board.

Kwantlen Polytechnic University – Employer Proposal

Appendix A Wages

Appendix A, excluding the annual stipends, of the collective agreement shall be increased by the following percentages effective on the dates indicated:

- (a) Effective the first day of the first full pay period after July 01, 2015 or the first day of the first full pay period after the date of ratification of the MOA (whichever is later), all wage scales in the collective agreements which were in effective on June 30, 2015 shall be increased by one percent (1%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.

- (b) Effective the first day of the first full pay period after May 01, 2016, all wage scales in the collective agreement which were in effect on April 30, 2016 shall be increased by the Economic Stability Dividend*. The new rates shall be rounded to the nearest whole cent or dollar as applicable.

- (c) Effective the first day of the first full pay period after July 01, 2016, all wage scales in the collective agreement which were in effect on June 30, 2016 shall be increased by one-half of one percent (0.5%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.

- (d) Effective the first day of the first full pay period after May 01, 2017, all wage scales in the collective agreement which were in effect on April 30, 2017 shall be increased by one percent (1%) plus the Economic Stability Dividend*. The new rates shall be rounded to the nearest whole cent or dollar as applicable.

- (e) Effective the first day of the first full pay period after July 01, 2017, all wage scales in the collective agreement which were in effect on June 30, 2017 shall be increased by one-half of one percent (0.5%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.

- (f) Effective the first day of the first full pay period after May 01, 2018, all wage scales in the collective agreement which were in effect on April 30, 2018 shall be increased by one percent (1%) plus the Economic Stability Dividend*. The new rates shall be rounded to the nearest whole cent or dollar as applicable.

- (g) Effective the first day of the first full pay period after July 01, 2018, all wage scales in the collective agreement which were in effect on June 30, 2018 shall be increased by one-half of one percent (0.5%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.

Kwantlen Polytechnic University – Employer Proposal

- (h) Effective the first day of the first full pay period after May 01, 2019, all wage scales in the collective agreement which were in effect on April 30, 2019 shall be increased by one percent (1%) plus the Economic Stability Dividend*. The new rates shall be rounded to the nearest whole cent or dollar as applicable.

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

* See Appendix B for the Memorandum of Understanding on the Economic Stability Dividend (ESD).”

Kwantlen Polytechnic University – Employer Proposal

APPENDIX “B” Memorandum of Understanding on the Economic Stability Dividend (NEW)

Re ECONOMIC STABILITY DIVIDEND

Definitions

1. In this Letter of Agreement:

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

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

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

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

“Calendar year” Is a twelve (12) month period starting January 1st and ending December 31st of the same year based upon the Gregorian calendar.

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

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

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

Kwantlen Polytechnic University – Employer Proposal

The Economic Stability Dividend

2. The Economic Stability Dividend shares the benefits of economic growth between employees in the public sector and the Province contingent on growth in BC's real GDP.
3. Employees will receive a general wage increase (GWI) equal to one-half (1/2) of any percentage gain in real GDP above the forecast of the Economic Forecast Council for the relevant calendar year.
4. For greater clarity and as an example only, if real GDP were one percent (1%) above forecast real GDP then employees would be entitled to a GWI of one-half of one percent (0.5%).

Annual Calculation and publication of the Economic Stability Dividend

5. The Economic Stability Dividend will be calculated on an annual basis by the Minister of Finance for each collective agreement year commencing in 2015/16 to 2018/2019 and published through the PSEC Secretariat.
6. The timing in each calendar year will be as follows:
 - (i) February Budget – Forecast GDP for the upcoming calendar year;
 - (ii) November of the following calendar year – Real GDP published for the previous calendar year;
 - (iii) November - Calculation by the Minister of Finance of fifty percent (50%) of the difference between the Forecast GDP and the Real GDP for the previous calendar year;
 - (iv) Advice from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Stability Dividend.
7. For greater clarity and as an example only:

For collective agreement year 3 (2016/17):

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

Kwantlen Polytechnic University – Employer Proposal

Availability of the Economic Stability Dividend

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

Allowable Method of Payment of the Economic Stability Dividend

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

Kwantlen Polytechnic University – Employer Counter Proposal

LETTER OF UNDERSTANDING #XX

Laboratory/Shop Hours

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

The discussions will be completed by ~~June 30, 2015~~ within six months of the date of ratification.

Kwantlen Polytechnic University – Union Counter Proposal

LOU # 1 Co-op Ed Student Training Program Placement

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

1. This Agreement will apply to students registered in a recognized Cooperative Education Program at a participating post-secondary institution.
2. A Co-op Ed Student Training Committee composed of one (1) appointee from the Union and one (1) from the University will review the applications for placing Co-op Ed students, and monitor the students once placed to ensure that the work being performed does not include the majority of the principal duties covered by an existing job description in the bargaining unit.

The Co-op Ed Student shall be paid:

- (a) Base Rate - \$10.25
With one (1) year of post secondary education - \$11.07
With a post-secondary degree or diploma - \$12.40
 - (b) Health and Welfare – fifty cents (.50¢) per hour
 - (c) Vacation at four percent (4%) of regular earnings.
3. The parties agree that Co-op Ed students employed and paid as per this Agreement will be considered auxiliary employees and receive the appropriate benefits as per the Collective Agreement, but will not be subject to or affected by layoff and recall provisions in the Collective Agreement. Co-op Ed students, as auxiliary employees, shall be considered terminated for just cause upon completion of the term of employment and shall not retain seniority.
 4. No Co-op Ed student will be hired when regular employees are on layoff who have the qualifications and experience to perform the work. Auxiliary employees will not be displaced by the University ~~(or fail to be recalled by the University as per Article 36.4~~ as a result of the employment of Co-op Ed students.
 5. The standard hours of work for Co-op Ed students will be seven ~~(7)~~ hours per day and ~~thirty-five (35)~~ hours per week. These hours may be varied by mutual agreement between the Union and the Employer provided that the Co-op Ed Student does not work more than ten ~~(10)~~ hours in one ~~(1)~~ day and ~~seventy (70)~~ hours in a biweekly period. Notwithstanding the above, there will be a maximum of ~~five (5)~~ **10** students employed university-wide per semester at any one time with the maximum duration of any one ~~(1)~~ placement or work experience not exceeding four (4) months.

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

Kwantlen Polytechnic University – Employer Proposal

LOU #2 Student Assistants	Renew
LOU #3 Job Sharing	Renew
LOU #4 Employment Equity	Renew
LOU #5 Market Value Stipend	Renew
LOU #6 Vacation Scheduling	Delete – work is done
LOU #7 Post Secondary Early Intervention Program	Delete – work is done
MOU – Pay Equity	Renew

Kwantlen Polytechnic University – Union Proposal

MEMORANDUM OF AGREEMENT

Between

KWANTLEN POLYTECHNIC UNIVERSITY

AND

BRITISH COLUMBIA GOVERNMENT AND SERVICE EMPLOYEE'S UNION ("BCGEU)

The parties agree that the following items will form part of the Memorandum of Agreement ("MOA") between them for the renewal of the collective agreement that expired June 30, 2014. The parties agree to recommend this template to their respective principals.

1. BC Provincial Pharmacare Formulary Process Improvement Committee (FPIC)

While not to be included in the Collective Agreement:

(a) Effective the date of ratification, a joint committee called the "BC Provincial Pharmacare Formulary Process Improvement Committee" ("FPIC") will be formed. The FPIC will:

- i. be comprised of eight (8) members. Two (2) of the members will be appointed by the Canadian Union of Public Employees; two (2) of the members will be appointed by the British Columbia Government and Service Employees' Union, and four (4) of the members will be appointed by the Post-Secondary Employers' Association ("PSEA");
- ii. the FPIC will complete their work by December 31, 2015 (the "Completion Date") ;and shall meet at the call of either party, but no more than four (4) times per year following the Completion Date; and
- iii. Each appointing party will be responsible for all costs related to their members' involvement in the FPIC.

The purpose of the FPIC will be to

- a. identify process problems that have been experienced since the transition to the BC. Provincial Pharmacare Formulary ("Pharmacare Formulary") including issues related to customer service by the insurance carrier;
- b. recommend solutions to the issues and communicate those to PSEA and the union representatives who will be responsible for jointly discussing issues with the insurance carrier;
- c. investigate the feasibility of implementing electronic filing of Special Authority claims;

Kwantlen Polytechnic University – Union Proposal

and

d. develop a process flow chart and other communication tools to assist employees in understanding the benefits claims process.

(b) Effective the date of ratification of the MOA, where an individual covered by the extended health care insurance plan is covered for a Formulary drug (the "Formulary Drug") and that drug was recently delisted from the Formulary (the "Delisted Drug") and the individual requires a period of time to transition from the Delisted Drug to a Formulary Drug, the Employer will instruct the insurance carrier to cover the Delisted Drug for that individual for a period of up to three (3) months following the date the Delisted Drug was denied by the insurance carrier.

(c) Effective November 1, 2015 or the date of ratification, whatever is later, the Employers and Unions agree that where an individual who is covered by the extended health care insurance plan is:

i. prescribed a drug that it not part of the Pharmacare Formulary ("Non-Pharmacare Formulary Drug"); or

ii. prescribed a drug that is on the Pharmacare Formulary but which requires "Special Authority" ("Special Authority Drug) and the individual either:

1. does not want to go through the approval process to obtain the Special Authority Drug; or

2. does go through the approval process and is unsuccessful in being granted the Special Authority for coverage of a particular drug,

the individual shall be eligible to receive coverage for the Non-Pharmacare Formulary Drug or the Special Authority Drug provided that the individual pays fifty percent (50%) of the cost of the Non-Pharmacare Formulary Drug or Special Authority Drug. The insurance plan will pay the remaining fifty percent (50%) of the cost of the Non-Pharmacare Formulary Drug or Special Authority Drug.

2. Provincial Job Evaluation / Classification Plan:

The Employer and the Union agree to participate with other willing employers and unions in a joint steering committee to better understand their respective job evaluation (JE) plans currently in place with a view to:

- identifying what works well;
- identifying what could work better; and
- developing a set of recommendations as to how to move forward

The findings of the Committee will be submitted to the parties' respective principals for review, and if required, ratification. Costs for leaves and expenses to be borne by each party.