

# Kwantlen Polytechnic University – Employer Proposal

It is understood by both parties that, throughout the Collective Agreement the following wording will be changed:

Amend "Kwantlen University College" to "Kwantlen Polytechnic University"

Amend "University College" to "University"

Agreed to:



For the Union



For the Employer

Date:

Oct 6/10

October 6, 2010

# Kwantlen Polytechnic University – Employer Counter Proposal

## 3.11 Employer Paid Union Leave

The Chairperson/President of the bargaining unit or alternate designated by the Union shall be granted twenty-five percent (25%) Employer-paid time release from a full workload per year. Such time shall be used to facilitate the operation of the Collective Agreement and employee-Employer relationships. The Chairperson/President shall schedule such time with their supervisor. This provision is in addition to any other Employer-paid release time in the Collective Agreement.

The bargaining unit chair may request a shared distribution of the time release. Requests are to be made in writing to the Employer and similarly will be responded to in writing. Granting of such leaves will not impact the employer's ability to provide educational and support services.

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.

Agreed to:

M. Pantudge

For the Union

Linda Heslop

For the Employer

Date: Oct 19/10

October 19, 2010

# Kwantlen Polytechnic University – Employer Proposal

## Article 16.2 Standard Workday

The standard workday for regular full time employees shall be seven (7) hours per day, ~~between the hours of 8:00 a.m. and 5:00 p.m.~~

Agreed to:

M. Pantalone

For the Union

\_\_\_\_\_  
For the Employer

Date: Oct 12 / 10

October 12, 2010

# Kwantlen Polytechnic University – Employer Proposal

## Article 16.5 Scheduling of Hours

Flexible hours of work shall not result in increased compensation to an employee.

Except in the case of shift operations, or a modified workweek, the regular workday shall be scheduled to occur between the hours of ~~8:00 a.m. and 5:00 p.m.~~ 6:00 a.m. and 11:00 p.m.

Flexible hours for individual employees may be scheduled upon mutual agreement between the employees at the local level and the Employer's designated representative. ~~Such hours shall be scheduled between 6:30 a.m. and 8:00 p.m.~~

Sporadic modifications initiated by an employee to start/finish times will not result in increased compensation to the employer as per Article 17.2 and 17.6.

An employee, whose request for a specific shift has been approved, will not be entitled to receive the shift premium as set out in Article 17.2.

Agreed to:

M. Pouty

For the Union

\_\_\_\_\_  
For the Employer

Date: Oct 12/10

October 12, 2010

# Kwantlen Polytechnic University – Employer Proposal

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## 16.9 Hours of Work - Work Schedules

- (a) The Employer's designate and the employee's representatives at the local level will consult regarding work schedules based upon the shift patterns and hours of work clauses.
- (b) If the Employer Wishes to Change an Existing Work Schedule:
- (i) The Employer will provide the affected employee(s) and Union with the earliest possible advance notice in writing.
  - (ii) If the change is requested only at one (1) campus, the notice shall be given to the appropriate Union steward; if a change is requested which involves more than one (1) campus, notice shall be given to the Bargaining Unit Chairperson.
  - (iii) Should the Union object to the proposed change it would have seven (7) calendar days from receipt of letter to inform the Employer in writing of its objection.
  - (iv) The Employer and the Union would have thirty (30) calendar days to attempt to resolve the dispute through the Labour/Management Committee, during which time no change may be implemented. Failing resolution at the Labour/Management Committee within the thirty (30) calendar days, the Employer may implement the new schedule.
  - (v) Time frames above could be extended by mutual agreement.
- (c) If an Employee or the Union Wish to Change an Existing Work Schedule:
- (i) The Employee, group of employees or Union shall first approach the Employer with their request in writing.
  - (ii) If the change is requested only at the local level the request shall be made to the local supervisor. If a change is requested that involves more than one (1) worksite the request shall be made to the designated administrator.
  - (iii) (If the request is turned down reasons shall be provided and the employee(s) or Union may refer the matter within thirty (30) days of notice of refusal, to the Parties for attempted resolution.
  - (iv) The Parties agree that the Labour/Management Committee is the final avenue for appeal of a denied employee/Union request.
  - (v) Time frames above could be extended by mutual agreement.
- (d) The decision reached by the Parties in (b)(iv) and (c)(iv) shall be final and binding.
- (e) The provisions of Article 16.9(b) and (c) shall not apply to temporary changes made to shift starting/finishing times, provided that:
1. The shift itself is not changed (e.g., from day shift to night shift).
  2. The hours continue to fall within the parameters set out in Article 17.1; and
  3. The change is for a period of not more than four (4) months in duration.

Where possible, the Employer will provide the affected employee(s) with a minimum of ten (10) days' advance notice in writing of such changes to their starting/finishing times.

# Kwantlen Polytechnic University – Employer Proposal

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Agreed to:

M. Partridge

For the Union

Linda Veska

For the Employer

Date: Oct 6 / 10

CONFIDENTIAL

October 6, 2010

# Kwantlen Polytechnic University – Employer Proposal

## Housekeeping

- Article 20.10 Approved Leave of Absence with Pay During Vacations

Replace Article 21.7 with Article 21.8

Agreed to:

M. Partridge

For the Union

\_\_\_\_\_  
For the Employer

Date: Oct 12/10

October 12, 2010

# Kwantlen Polytechnic University – Employer Proposal

## ARTICLE 21 - HEALTH AND WELFARE

### 21.4 Short Term Indemnity Plan and Long Term Disability Insurance

All regular employees shall participate in a mutually agreed upon short term indemnity and long term disability plans. The full cost of the premiums shall be borne by the Employer.

The Employee portion of savings realized by the E.I. reduction program will be applied annually to partially offset benefit costs.

#### Benefit Coverage:

##### (a) Short Term Indemnity Plan:

Seventy-five percent (75%) of weekly earnings to a maximum of nine hundred dollars (\$900) per week.

##### (b) Long Term Disability Plan:

Sixty-six and two thirds (66 $\frac{2}{3}$ %) of the first one thousand five hundred dollars (\$1,500) of monthly earnings plus fifty percent (50%) of the rest of your monthly earnings up to a maximum monthly benefit of two thousand five hundred dollars (\$2,500).

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

(a) Complete details of the Short Term Indemnity Plan and Long Term Disability Plans are available from the Human Resources Web Site.

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

Agreed to:

m. Portudelo

For the Union

Wanda Hesika

For the Employer

Date:

Oct 6/10

October 6, 2010



# Kwantlen Polytechnic University – Employer Proposal

## 25.1 Maternity Leave

A pregnant employee shall qualify for maternity leave:

- (a) Upon written request at least four (4) weeks in advance of the leave the employee will be granted leave of absence without pay for a period of not more than twelve (12) months. The request must be accompanied by a doctor's note indicating the expected date of birth.
- (b) The period of maternity leave without pay shall be from eleven (11) weeks before the expected date of termination of the pregnancy.
- (c) The Employer shall, with the agreement of the employee, defer the commencement of maternity leave for any period approved in writing by a qualified medical practitioner.
- (d) Where an employee who is at work becomes ill or injured following the commencement of the eleven (11) week period in (b) above, such illness or injury shall be covered by application of the sick leave provision as follows:
  - (i) where the illness or injury is not directly related to the condition of pregnancy, sick leave coverage may extend to the scheduled date of commencement of maternity leave or birth of the baby, whichever occurs first;
  - (ii) where the illness is caused through an abnormal condition or pregnancy, as determined in writing by a qualified medical practitioner, and the employee returned to work before the scheduled commencement date of maternity leave, the period of absence will be covered by the provisions of ~~Article 21.5(a) and (b)~~ Article 25.1(a) and (b).

Agreed to:

M. Partout, O

For the Union

Wendy Kisha

For the Employer

Date: Oct 6/10

October 6, 2010

# Kwantlen Polytechnic University – Employer Proposal

## 27.3 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 First Aid 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 First Aid Certificates under the Article leave with pay to attend conventions and local training sessions sponsored by the ~~Industrial First Aid Attendants' Association of British Columbia~~ Occupational First Aid Attendants Association of British Columbia and the ~~Workers' Compensation Board~~ Worksafe BC.

(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 College for employment elsewhere, the employee shall reimburse the University College the cost above the Level II course fee and classroom time on a pro rata basis.

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

Agreed to:

M. Portier

For the Union

Linda Apple

For the Employer

Date: Oct 6/10

October 6, 2010

# Kwantlen Polytechnic University - Employer Proposal

## 27.7 Health and Safety Courses

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

Agreed to:

M. Paulsen

For the Union

[Signature]

For the Employer

Date:

Oct 6/10

CONFIDENTIAL

October 6, 2010

# Kwantlen Polytechnic University – Employer Proposal

## ARTICLE 28 - WORK CLOTHING

### 28.1 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 employees required by the Employer or by ~~Workers' Compensation Board~~ Worksafe BC regulations to wear safety footwear will be reimbursed up to a maximum of one hundred and twenty dollars (\$120) per calendar year.

Agreed to:

M. Partida

For the Union

[Signature]

For the Employer

Date:

Oct 6/10

October 6, 2010

# Kwantlen Polytechnic University – Employer Proposal

## Article 30.7 Evaluation Assessment Reports

Formal assessments of regular employees holding the same position will normally be conducted once every two years. Employees serving a probationary or trial period may be evaluated more frequently.

Where a formal ~~appraisal~~ assessment of an employee's performance is carried out, the employee shall be given sufficient opportunity to read and review the ~~appraisal~~ assessment. Provision shall be made on the employee ~~appraisal~~ assessment form for an employee to sign it. The form shall provide for the employee's signature in two (2) places, one indicating that the employee has read and accepts the ~~appraisal~~ assessment, and the other indicating that the employee disagrees with the ~~appraisal~~ assessment. The employee shall sign in one (1) of the places provided. No employee may initiate a grievance regarding the contents of an employee ~~appraisal~~ assessment unless the employee has signed in the space indicating disagreement with the ~~appraisal~~ assessment. An employee shall, upon request, receive a copy of the employee ~~appraisal~~ assessment at time of signing. An employee ~~appraisal~~ assessment shall not be changed after an employee has signed it, without the knowledge of the employee, and any such changes shall be subject to the grievance procedure of this Agreement.

If the employee's increment is to be denied, it must be so stated on the evaluation assessment form.

Agreed to:

M. Partridge

For the Union

\_\_\_\_\_  
For the Employer

Date: Oct 12/10

October 12, 2010

# Kwantlen Polytechnic University – Employer Counter Proposal

## Article 30.12 Personnel Files

- (a) An employee, or the President of the Union or his/her designate with the written authority of the employee, shall be entitled to review the employee's personnel file(s), both paper and, if applicable, electronic, in the office in which the file is normally kept, to facilitate the investigation of a grievance.
- (b) the Personnel file will only be accessible during normal business hours, and the employee shall give reasonable notice that access is required.
- (c) The file shall not be removed from the office in which access is provided, and the employee cannot remove anything from the file nor add anything to it.
- (d) Letters of Expectation will be removed from the employee's file upon request after eighteen (18) months from the date the letter was issued, provided no performance issues were addressed in writing during the eighteen (18) month period.

Agreed to:

  
\_\_\_\_\_

For the Union

  
\_\_\_\_\_

For the Employer

Date: Oct 19/10

October 19, 2010

# Kwantlen Polytechnic University – Employer Proposal

## 34.15 Professional Membership Fees

The Employer will reimburse regular employees who pay RNABC CRNBC membership fees and who are employed as ~~Nursing Lab Supervisors~~ Laboratory Instructor, Nursing at Kwantlen University College.

Agreed to:

M. [Signature]

For the Union

[Signature]

For the Employer

Date: Oct 6/10

CONFIDENTIAL

October 6, 2010

# Kwantlen Polytechnic University – Employer Proposal

## 35.2 Auxiliary Seniority

- (a) Seniority for auxiliary employee employees will appear on the Seniority List in accordance with Article 14.2.
- (b) An auxiliary employee shall accumulate service seniority equal to the number of hours worked. Auxiliaries identified in Article 30.1(c) 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.

Agreed to:

M. Partuch  
For the Union

Wanda Hren  
For the Employer

Date: Oct 6/10

October 6, 2010



# Kwantlen Polytechnic University – Employer Proposal

## 35.5 Application of Agreement

The provisions of Articles 14, 15, 20, 21, 22.1, 22.2, 22.3, 22.5, ~~22.6~~, 23, 24, 25, and 29 of this Agreement do not apply to auxiliary employees. The provisions of the other Articles apply to auxiliary employees except as otherwise indicated.

Agreed to:

M. Pastura

For the Union

Wesley Hertz

For the Employer

Date: Oct 6/10

October 6, 2010


# Kwantlen Polytechnic University - Employer Proposal

## ARTICLE 39 - SEARCH FOR ADMINISTRATORS

~~Whenever a vacancy arises for the following positions: University College President, Vice-Presidents, or Deans, the Bargaining Unit Chair shall have the right to appoint two (2) regular members to any Committee established by the Employer to fill the position. This does not apply to acting or temporary administrative appointments of six (6) months or less or lateral re-assignment of administrative personnel.~~

~~Representatives of the Union will suffer no loss of seniority or remuneration otherwise payable by the University College when meetings are held during work hours.~~

Agreed to:



For the Union



For the Employer

Date: Oct 6/10

CONFIDENTIAL

October 6, 2010

# Kwantlen Polytechnic University – Employer Proposal

## LETTER OF UNDERSTANDING #6

### Article 36—Lab/Shop Hours

The Parties agree that one (1) Union representative and one (1) Employer representative will gather and review information on working conditions/arrangements which may include but are not limited to preparation time, student contact hours, and which positions in the bargaining unit are included in Article 36. The recommendations of this Committee will be forwarded to the Labour/Management Relations Committee by October 31, 2000. The Labour/Management Relations Committee will amend the language in Article 36 once approved by both Union and Employer.

Agreed to:

Mary Partida

For the Union

Wanda Hsiao

For the Employer

Date: Oct 19 / 10

October 19, 2010

## LETTER OF UNDERSTANDING # 7

## Market Value Stipend

To recognize the recruitment and retention issues that arise due to the market value placed on the following positions, the Employer will pay to employees performing the duties, a market value stipend.

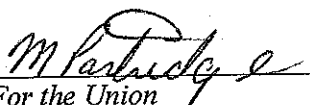
1	Stipend (Annual)
Network Administrators	\$7,000.00
Clinical, Placement Program Assistants	\$10,000.00
Lab Instructors Nursing	\$10,000.00
Nursing Instructional Associates	\$10,000.00
Programmer Analysts	\$10,000.00
Programmer Analysts (IR)	\$10,000.00
Senior Network Administrators	\$12,000.00
Web Administrators	\$12,000.00
Database Administrators	\$14,000.00
Network Analysts	\$14,000.00
Project Leaders	\$14,000.00

Stipend (Annual)	Position Title
\$7,000.00	Network Administrators
\$10,000.00	Clinical Placement Facilitators Lab Instructors Nursing Nursing Instructional Associates Programmer Analysts
\$12,000.00	Senior Network Administrators Web Administrators
\$14,000.00	Database Administrators Network Analysts Project Leaders

Upon expiry of the Collective Agreement, the parties shall review the arrangement to determine if the market value stipend is still required. In the event a stipend is no longer required, incumbents to these positions will continue to receive the stipend and be "grandfathered".

Where market concerns are identified, consultation with the Union would occur prior to the position being posted.

Agreed to:

  
For the Union

  
For the Employer

Date: Oct 12/10

# Kwantlen Polytechnic University – Employer Proposal

## LETTER OF UNDERSTANDING #10

~~Wage levels achieved as a result of the provisions of Article 17 of the 1998 – 2002 Support Staff Common Agreement are confirmed as in effect on July 1, 2002.~~

Agreed to:

M. Partee

For the Union

W. H. H. H.

For the Employer

Date: Oct 6/10

CONFIDENTIAL

October 6, 2010

# Kwantlen Polytechnic University – Employer Proposal

## LETTER OF UNDERSTANDING #12

### Fiscal Dividend

#### THE PARTIES AGREE AS FOLLOWS:

Having agreed the term of the Collective Agreement to be from July 1, 2006 to June 30, 2010, a Fiscal Dividend Bonus may be paid from a one-time fund (the "Fund") generated out of monies, in excess of one hundred and fifty million dollars (\$150,000,000), surplus to the BC government, as defined in the Province's audited financial statements, for the fiscal year 2009-10.

1. If fiscal dividend funds are determined to be available, a Fiscal Dividend will be paid as soon as is reasonably practicable.
2. The quantum of the Fund accessible for the parties to this agreement will be based on the Province's audited financial statements as at March 31, 2010. The Fund will be determined as follows:
  - (i) The calculations will be based on the surplus, as calculated before deduction of any expense associated with the Fiscal Dividend Bonus, achieved in fiscal 2009-10, as published in the audited financial statements for that fiscal year, provided that the surplus is in excess of one hundred and fifty million dollars (\$150,000,000).
  - (ii) Only final surplus monies in excess of one hundred and fifty million dollars (\$150,000,000) will be part of the Fund, and the total quantum of the Fund for the entire public sector (including all categories of employees) will not exceed three hundred million dollars (\$300,000,000).
  - (iii) The quantum of the Fund will be constrained by the proportion of the public sector that is eligible to participate in the Fiscal Dividend Bonus i.e., one hundred percent (100%) of the Fund will be available if one hundred percent (100%) of all categories of employees in the public sector under the purview of the Public Sector Employers' Council participate, but if a lesser number participate, a proportionately lesser amount of the Fund will be available.
  - (iv) Additionally, the Fund will be proportioned among all groups of public sector employees by ratio of group population to total population participating.

1.3 The Fiscal Dividend Bonus will be paid to each member of the bargaining unit who is employed by the institution on March 31, 2010.

1.4 The Fiscal Dividend Bonus shall be a one-time payment paid to each full-time equivalent employee and paid to each part-time employee on a prorated basis. For the purpose of the determination of the amount of the Fiscal Dividend Bonus, a full-time equivalent employee is a regular or non-regular employee who worked on a full-time basis for the period of April 1, 2009 to March 31, 2010. The Fiscal Dividend Bonus for an employee who worked less than full-time over this period shall be pro-rated for the fraction of full-time work over this period that the employee worked. Time spent by employees on the following leaves shall be considered as time worked for the purpose of calculating the amount of an employee's Fiscal Dividend Bonus:

- maternity or parental
- short-term disability
- long-term disability that commenced between April 1, 2009 to March 31, 2010

1.5 The Fiscal Dividend Bonus shall be paid to employees as soon after March 31, 2010 as is practicable for the institution to determine and pay the Bonus amount to employees.

October 6, 2010

# Kwantlen Polytechnic University – Employer Proposal

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Agreed to:

M. Partud, e

For the Union

Wanda KANA

For the Employer

Date: Oct 6/10

CONFIDENTIAL

October 6, 2010

# Kwantlen Polytechnic University – Employer Proposal

## LETTER OF UNDERSTANDING #13

### Joint Early Intervention System for Employees on Sick Leave or Disability

The eleven BC Government and Service Employees' Union (BCGEU) and Canadian Union of Public Employees (CUPE) bargaining units and the Post-Secondary Employers' Association (PSEA) employers participating in the 2006 Support Staff Template Table will establish a Joint Committee to develop and make recommendations on a joint early intervention system for employees who are on sick leave or short-term or long-term disability leave.

The Joint Committee shall consist of four members appointed by the eleven BCGEU and CUPE Template Table bargaining units and four members appointed by PSEA on behalf of the eleven Template Table employers. The Joint Committee, as required, will seek advice from persons with the appropriate expertise and will consider other union/employer joint early intervention systems.


By no later than February 15, 2007, the Joint Committee will issue a final report, including recommendations, to the local parties that participated in the Template Table.

By no later than May 31, 2007, each local party will make its decision on whether it will adopt the Joint Committee's recommendations and will advise the other local party accordingly. For any particular local employer and union, the recommendations shall be implemented only if they are adopted by both the local employer and union.

Employer savings resulting from the parties' implementation of the joint early intervention system will be used to fund goalsharing compensation payments to employees as recommended by the Joint Committee. The goalsharing plan and payments to employees under the plan are subject to the PSEC criteria and approval process.

Agreed to:

  
For the Union

  
For the Employer

Date: Oct 6/10

October 6, 2010




# Kwantlen Polytechnic University – Employer Proposal

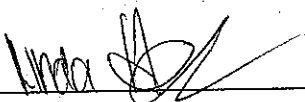
## LETTER OF UNDERSTANDING

### Vacation Scheduling

The Parties agree that the Employer will develop guidelines for administrators on the application of Article 20.3 (d).

Agreed to:

  
\_\_\_\_\_  
For the Union

  
\_\_\_\_\_  
For the Employer

Date: Oct 11/12

# Kwantlen Polytechnic University – Employer Counter Proposal

## 24.8 General Leave

Notwithstanding any provisions for leave in this Agreement, an employee may request leave of absence without pay for personal reasons or unusual circumstances.

The employer may grant an employee with a minimum of three (3) years' continuous service as a regular employee, one (1) general leave without pay to a maximum of twelve (12) months once every three (3) years under this article.

Such requests are to be made in writing to the Employer, and similarly will be responded to in writing together with reasons if the request is to be refused. Approve shall not be withheld unjustly.

Six (6) weeks prior to the expiration date of the general leave, the employee must notify the University in writing of their intent to return to work. If no notification is given, the employee shall be deemed to have abandoned the position.

The Union recognizes the prime objective of the Employer is the delivery of educational training and services to students.

Agreed to:



For the Union



For the Employer

Date: Oct 11/12

# Kwantlen Polytechnic University – Employer Proposal

## HOUSEKEEPING

### **ARTICLE 25 - MATERNITY/PARENTAL LEAVE**

Notwithstanding Articles 25.1(a), 25.1(h), 25.2(b), and 25.2(i), the maximum combined leave for Maternity and/or Paternity Leave shall not exceed ~~twelve (12) months~~ **fifty-two weeks**.

Agreed to:

  
\_\_\_\_\_

For the Union

  
\_\_\_\_\_

For the Employer

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

October 10, 2012

# Kwantlen Polytechnic University – Employer Proposal

## HOUSEKEEPING

### ARTICLE 25. 2 Parental Leave

- (a) No change
- (b) The employee shall be granted parental leave without pay for a period of up to six (6) months following the birth or adoption of the child(ren) up to thirty-seven consecutive weeks of unpaid leave beginning after the child's birth or adoption of the child(ren) and within fifty-two weeks after the event.
- (c) Where both parents are employees of the University, the employees shall determine the apportionment of parental leave between them which will not exceed a combined total of ~~six (6) months~~ thirty-seven (37) weeks. The leave shall only be granted to one (1) employee parent at a time.
- (d) No change
- (e) No change
- (f) No change
- (g) No change
- (h) Notwithstanding Articles 20.1 and 20.2, vacation entitlement and vacation pay shall continue to accrue while an employee is on ~~six (6) months'~~ parental leave providing the employee returns to work for a period of ~~not less than six (6) months~~ equal to or greater than the duration of the leave. Vacation earned pursuant to this clause may be carried over to the following year notwithstanding Article 20.12. An employee cannot access this provision in combination with Article 25.1(g).
- (i) No change
- (j) No change

Agreed to:



For the Union



For the Employer

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


October 10, 2012

# Kwantlen Polytechnic University – Employer Proposal

## Letter of Understanding #1

Delete and maintain list on HR Website

M. Partus, O

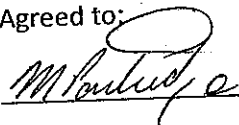
Hinda 

# Kwantlen Polytechnic University – Employer Proposal

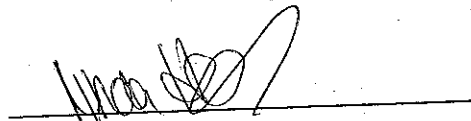
## Article 30.1 Job Postings

- (a) No change
- (b) When a vacancy occurs which the Employer intends to fill, it shall be posted as outlined in (a) above, except as follows:
  - (i) No change
  - (ii) Regular employees in the same department and/or work areas shall be given the first consideration in filling the position in a substitution pay situation, without posting, to a maximum of ~~forty-five (45)~~ ninety (90) calendar days.
  - (iii) Temporary vacancies or new positions not exceeding ~~forty-five (45)~~ ninety (90) calendar days may be filled by an auxiliary employee in the same department/or work area without posting, provided that the provisions of (b)(ii) above have been fully exhausted. Extension to the ~~forty-five (45)~~ ninety (90) calendar day period requires prior approval of the Union in writing.
- (c) No change
- (d) No change
- (e) No change.

Agreed to:



For the Union



For the Employer

Date:

Oct 10/2

October 10, 2012

# Kwantlen Polytechnic University

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This article will be reopened as the parties had reached a tentative agreement previously.

## Article 37.1 Duration

This Agreement shall be binding and remain in effect to midnight, June 30, ~~2010~~ 2014.

## Article 37.2 Notice to bargain

(a) This Agreement may be opened for collective bargaining by either Party giving written notice to the other Party on or after February 28, ~~2010~~, 2014 but in any event not later than midnight May 31, ~~2010~~ 2014.

(b) Where no notice is given by either Party prior to May 31, ~~2010~~, 2014, both Parties shall be deemed to have been given notice under this section on May 31, ~~2010~~, 2014, and thereupon Section 37.3 of this Article applies.

(c) No change.

Remainder of article remains unchanged.

Agreed to:

M. Portud, e

For the Union

Wanda [Signature]

For the Employer

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

October 10, 2012

# Kwantlen Polytechnic University – Employer Proposal

## Housekeeping

### **LETTER OF UNDERSTANDING #2**

#### **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 College.

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 College
3. 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 principle 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 (4%) of regular earnings.
4. 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.
  5. 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 College (or fail to be recalled by the University College as per Article 35.4) as a result of the employment of Co-op Ed students.
  6. 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



## Kwantlen Polytechnic University – Employer Proposal

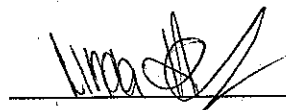
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Employer provided that the Co-op Ed Student does not work more than ten (10) hours in one (1) day and seventy (70) hours in a biweekly period. Notwithstanding the above, there will be a maximum of five (5) students employed by University College wide per semester with the maximum duration of any one (1) placement or work experience not exceeding four (4) months

Agreed to:



For the Union



For the Employer

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

# Kwantlen Polytechnic University – Employer Proposal

## Housekeeping

### LETTER OF UNDERSTANDING #3

#### Student Assistants

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

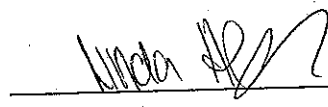
The Bargaining Unit Chair or designate will review and approve all job descriptions prior to posting.

2. Student Assistants will be instructed to work within the job description duties.
3. Student Assistants will be required to wear identification tags that clearly identify their status as Student Assistants.
4. ~~The Student Assistant to Support Staff ratio will be maintained at the 1993 level.~~
5. Student Assistants will be hired and paid in accordance with Policy G16 and will be covered by all provisions of the *Employment Standards Act*.
6. The University **College** agrees that Student Assistants will not be used in place of, or to displace any regular or auxiliary employees in the bargaining unit.
7. Any disputes arising from this Letter of Understanding will be referred to Labour/Management Relations Committee. Failing resolution, the matter may be referred to the grievance procedure within fifteen (15) days.

Agreed to:



For the Union



For the Employer

Date:

Oct 10/12

October 10, 2012

# Kwantlen Polytechnic University – Employer Proposal

## **LETTER OF UNDERSTANDING #9**

~~The Parties agree that a sub-committee of the Labour Management Committee will review the support staff salary grid structure including increments.~~

Agreed to:

m Parulsky

For the Union

Linda [Signature]

For the Employer

Date: Oct 11 / 12

October 11, 2012

# Kwantlen Polytechnic University – Employer Proposal

## LETTER OF UNDERSTANDING #11

### Labour Market Adjustment

~~Insofar as it is recognized by both parties to this Agreement that there is need to ensure that the Employer is able to recruit and retain fully qualified support staff in a competitive labour market, and that there is a demonstrated need to adjust the compensation of some job classifications for that purpose, it is herein agreed that:~~

~~1. The Employer will create a Labour Market Adjustment Fund in the amount equal to one tenth of one percent (0.1%) of the annual support staff base wages of the bargaining unit for each year of the Agreement in which there is a wage increase.~~

~~2. During the term of this Collective Agreement, the Employer and the Union may negotiate and reach agreement on a Labour Market Adjustment Plan that shall take the form of a Letter of Understanding that is subject to ratification by their respective accredited bargaining agents.~~

~~3. The Labour Market Adjustment Plan shall provide for, but shall not be limited to, the following:~~

~~(a) In consultation with the Union, the compensation for specific support staff job classifications shall be adjusted by payment of a labour market adjustment provided that there is a demonstrated recruitment or retention issue that can be objectively determined with reference to specific criteria that are specified in the Labour Market Adjustment Plan including:~~

~~(i) Demonstrating that the issue is wage-related;~~

~~(ii) Demonstrating evidence of recruitment difficulties, and/or high turnover/vacancy rates;~~

~~(iii) Showing that other options to mitigate recruitment and retention pressures have been considered;~~

~~(iv) Providing relevant market data that specifically includes employers likely to recruit from the public sector employer and employers that the public sector employer has recruited from;~~

~~(v) Identifying which occupations and the number of employees that will be affected by the adjustment;~~

~~(vi) Identifying options for the size of the market adjustments, and identify the risks associated with each of the options; i.e. collective bargaining;~~

~~(vii) Identifying the preferred option and strategies to manage any risks associated with that option;~~

~~(viii) Identifying possible impacts on other public sector employers; and;~~

~~(ix) Demonstrating that any disruption to internal equity and pay equity has been mitigated.~~


## Kwantlen Polytechnic University – Employer Proposal

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~~(b) The form and level of compensation adjustment for those job classifications shall be specified in the Labour Market Adjustment Plan.~~

~~4. The Labour Market Adjustment Plan shall remain in effect for the term of this Collective Agreement, and its continuation will be subject to the parties' bargaining of future collective agreements.~~

Agreed to:



For the Union



For the Employer

Date: Oct 11/12

# Kwantlen Polytechnic University – Employer Proposal

## ARTICLE 19.1 Paid Holidays

Employees must work the last regularly scheduled day of work prior to the paid holiday and the first regularly scheduled day of work after the paid holiday in order to qualify for the paid holiday. It is agreed that employees who, on the last regularly scheduled day of work prior to the paid holiday, and on the first regularly scheduled day of work after the paid holiday, are on approved leave with pay as provided for in Articles 20, 21.6, 22, 24.1, 24.5, and 24.7, shall have been deemed to have worked the last regularly scheduled day of work before the paid holiday and the first regularly scheduled day of work after the paid holiday.

Employees may request to take up to two (2) days leave of absence without pay between the Christmas and New Years paid holidays. The employee will maintain eligibility for paid holidays provided they work the scheduled work day immediately preceding the paid Christmas holidays and the first scheduled work day following the New Years paid holidays, or unless on an approved leave of absence with pay as above.

The Employer recognizes the following as paid holidays:

**Family Day**

Good Friday

Easter Monday

Queen's Birthday

Canada Day

British Columbia Day

Labour Day

Thanksgiving Day

Remembrance Day

Christmas Eve

Christmas Day

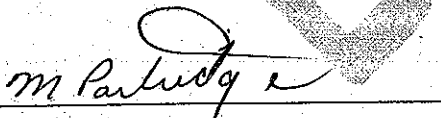
Boxing Day

New Year's Eve

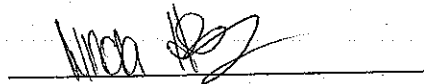
New Year's Day

Any other day proclaimed as a holiday by the Federal, Provincial and/or Municipal Governments, in which an employee regularly works, provided that the Municipality declaring such a holiday gives its own employees a holiday as a result of such proclamations.

Agreed to:



For the Union



For the Employer

Date: Nov 6/12

November 6, 2012

# Kwantlen Polytechnic University – Union Counter Proposal

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## Article 23 Professional Development for Specialized Positions

### 23.1 Preamble

The Employer ~~Both parties~~ recognizes the need for employees who work in specialized positions to keep up-to-date with knowledge and skills in their field.

### 23.2 Funding

(a) The Employer shall provide twenty three thousand, seven hundred and seventy-five dollars (\$23,775) per fiscal year for this purpose.

(b) Employees filling regular positions that require a diploma, degree or equivalent may be entitled to apply for Professional Development leave up to a maximum of three (3) days per fiscal year for the following purposes:

- (i) to attend conferences or conventions related to the employee's field or specialization;
- (ii) to participate in seminars, workshops, symposia, or similar out-service programs to keep up to date with knowledge and skills in their field.
- (iii) to apply to have relevant professional membership fees paid or reimbursed.

(c) Applications for Professional Development leave will be processed through the committee as established under Article 22.

(d) The employee who has been approved for Professional Development leave shall be reimbursed for all or part of their expenses up to a maximum of ~~four hundred dollars (\$400)~~ **six hundred dollars (\$ 600)** per fiscal year. The fund shall be charged for workshops or conference fees, and for course material. When replacement occurs, the fund shall be charged for replacement salaries.

(e) Professional Development leave ~~cannot be carried over to the next fiscal year. shall not be cumulative, and Funds will be allocated on a first come, first-served basis. Employees are required to prepay and submit receipts and proof of successful completion/attendance 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.~~

(f) Employees wishing to proceed on Professional Development leave shall submit an application indicating the leave required, the relevance of the particular event to the employee's job and the approval of their immediate supervisor. Approval for Professional Development leave shall be contingent on the Employer's ability to provide educational and support services. Where the PD activity occurs during a layoff period or leave of absence, no salary will be paid.

(g) In the event that the employee does not attend or withdraws from the approved Professional Development activity, he/she will be required to reimburse the total funds received. The University is authorized to commence payroll deductions until the total amount has been deducted (maximum recovery rate shall not exceed five percent (5%) of an employee's basic biweekly salary). If an employee terminates employment prior to completion of the event, the University is authorized to deduct the total fee from the employee's final paycheque.

## Kwantlen Polytechnic University – Union Counter Proposal

~~(h) Money in the fund not committed for expenditure at the end of the fiscal year may be distributed equitably among those employees whose applications for funding exceeded the maximum allowed. Requests must be in writing and receipts for eligible expenses must be included. Money not distributed after preceding procedure will be carried over into the next fiscal year. Funds allocated to Professional Development that are not used in the current year will be carried over into the next fiscal year.~~

~~(i) (i) The Sub-committee shall provide the Bargaining Unit Chair with a copy of the budget summary on a monthly quarterly basis and a copy of the Sub-committee's financial records which show specific allocations and expenditures on an annual basis. The Union agrees to provide the Employer with access to the financial records of the PD Committee.~~

~~(j) (ii) On request, the University shall provide the Bargaining Unit Chair with the names and job titles of those individuals who qualify for funding under this Article.~~

### 23.3 Employer-Required Training

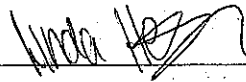
When the Employer requires a post-probationary employee to take training (i.e., the training is compulsory), the Employer shall grant a leave of absence with pay and shall bear the full cost of the training, except where the employee is appointed to a new position contingent on taking specific training.

Whenever possible, Employer-required training will be taken through Kwantlen Polytechnic University College.

Agreed to:



For the Union



For the Employer

Date:

Nov 7 / 12

Create separate article for Educational Leave (Article 24) and renumber subsequent articles.

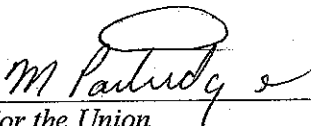


## ARTICLE 30 - PROMOTIONS AND STAFF CHANGES

## 30.1 Job Postings

(d) It is understood that regular ~~post-probationary~~ employees who have passed their initial probation period and who are successful in applying to full-time or part-time temporary positions that represent a promotion or lateral move will have their former position protected.

Agreed to:

  
For the Union

  
For the Employer

Date: Nov 6/12

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# Kwantlen Polytechnic University – Union Counter Proposal

## ARTICLE 22 - STAFF TRAINING AND DEVELOPMENT

### 22.1 Preamble

Both Parties recognize a need to provide employees with opportunities to upgrade and/or enhance their skills and qualifications in their current position or to prepare for promotional advancement for present or foreseeable jobs within the University College.

### 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. ~~The criteria shall be reviewed annually and recommendations forwarded to the Labour Management Committee for approval.~~
- (d) For the purpose of this Article, costs ~~may include but are not limited to~~ tuition/registration fees and required course materials. ~~travel expenses, meals and salaries/replacement salaries if required.~~ 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 ~~two thousand dollars (\$2,000)~~ one thousand five hundred dollars (\$1500.00) in one (1) fiscal year. ~~Failure to provide receipts and proof of completion/attendance for activities/courses may result in future applications being denied by the Committee.~~
- (e) Preference shall be given to applications that demonstrate:
  - (i) the activity is part of the employee's plan for career development;
  - (ii) the activity is offered by an accredited, recognized institution or professional association;  
or
  - (iii) (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 ~~Sub-committee of the Labour/Management Relations Committee~~ comprised of one Union and one Employer representative and a final and binding decision shall be made. ~~within five (5) working days of receipt of the appeal.~~
- (g) ~~Applications may be approved, amended or denied by the Committee. If an application is denied or amended, the applicant shall be informed in writing with the rationale for the denial or amendment. Applicants will be informed of the decision in writing by the PD Committee.~~

# Kwantlen Polytechnic University – Union Counter Proposal

(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) None of the above is to be interpreted as limiting the discretionary power of the Committee in assessing special and unique proposals and making recommendations to the Labour/Management Relations Committee.~~

(k) In the event that an employee does not attend, fails or withdraws from an approved activity, the University College 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 College, prior to the completion of a course(s), the University College is authorized to deduct the total costs from the employee's final paycheck. These recovered monies shall be returned to the fund.

(l) 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 (m) below.

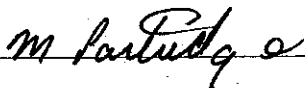
~~(m) Money in the fund not committed for expenditure at the end of the fiscal year may be distributed equitably among those employees who submit receipts for eligible expenses over the maximum in 22.2(d). Funds allocated to Staff Training and Development that are not used in the current year will be carried over into the next fiscal year.~~

~~(n) Funding may be approved retroactively within the fiscal year.~~

~~(o) The Committee shall provide the Chairperson of the Bargaining Committee and the Employer with a copy of the budget summary on a monthly basis and a copy of the complete financial records which show the specific allocations and expenditures at the end of each fiscal year. The Employer agrees to provide administrative support to the Committee. The Union agrees to provide the Employer with access to the financial records of the PD Committee.~~

~~(p) The Labour/Management Relations Committee shall monitor the operation of this Article and may, from time to time, recommend appropriate procedural and/or structural changes.~~

Agreed to:



For the Union



For the Employer

Date: Nov 21 / 12

# Kwantlen Polytechnic University – Employer Proposal

## Article 34.4 Wage Increments

(a) The term increment as used herein shall be understood to mean the increase in salary accruing to an employee when the employee becomes entitled to payment according to the next higher increment step set out in the applicable salary scale in Appendix A.

~~(b) Except for those employees otherwise provided for in (c) below, The first increment to which the employee becomes entitled will be payable on the first of the month concurrent with or next following the completion of 1820 hours worked in the regular position. six (6) months' employment with the Employer. In the event an employee is promoted into a new pay level at Step A that employee will receive an increment in accordance with the preceding sentence.~~

~~(c) Employees hired after March 14, 2005 shall become entitled to their first increment on the first of the month concurrent with or next following the completion of 1820 hours worked with the Employer. In the event an employee is promoted into a new pay level at Step A that employee will receive an increment in accordance with the preceding sentence.~~

(dc) Subsequent increments to which the employee becomes entitled shall be payable on the first of the month concurrent with or next following the yearly anniversary date of the employee's last increment increase.

*(d) A posted auxiliary employee who subsequently posts into the same position when it becomes regular will have time worked in the posted auxiliary appointment immediately prior to the regular appointment count towards their advancement to the next increment.*

P

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

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

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

(eg) The employee's anniversary date for purposes of entitlement to the next increment will change and be effective from the date on which the employee assumes a new or different job within the bargaining unit which constitutes a promotion.

(fh) The dates upon which an employee would otherwise become entitled to an increment increase in accordance with the terms of this Article will be extended by a time period equal to any authorized

## Kwantlen Polytechnic University – Employer Proposal

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unpaid leave of absence granted to the employee where such leave is for more than thirty (30) days in a calendar year.

(gi) Employees engaged on a part-time basis shall become entitled to increments when they have worked the equivalent number of hours required by a full-time employee.

Agreed to:

M. P. L. e

For the Union

Wanda P. P. P.

For the Employer

Date: Nov 21 / 12

# Kwantlen Polytechnic University – Employer Proposal

## Article 34.6 Substitution Pay


(a) When employees are designated by the University College to temporarily substitute in or perform the principal duties of a higher-paying position for which a salary range has been established, they shall receive the rate in the salary range which is one (1) step higher than their current rate or the minimum of the range, whichever is greater.

(b) Regular employees with adequate qualifications shall be given first preference for substitution pay pursuant to Article 30.1.

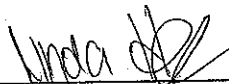
(c) An auxiliary employee may be entitled to substitution pay if a regular employee is not available subject to provisions in (b).

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

Agreed to:



For the Union



For the Employer

Date: Nov 21 / 12

# Kwantlen Polytechnic University – Employer Proposal

## Article 35.9 Entitlement to Wage Increments

- (a) ~~Auxiliary employees shall be entitled to wage increments on the basis of regular hours worked by the employee following July 1, 2006.~~
- (b) ~~Effective July 1, 2006, auxiliaries who have attained 1820 hours or greater shall receive a wage increment to the next higher increment step set out in the applicable salary scale.~~
- (c) ~~Auxiliaries with less than 1820 hours of service shall be entitled to their first increment on the first of the month following the attainment of 1820 hours worked after July 1, 2006.~~
- (d) ~~Subsequent increments to which the auxiliary becomes entitled shall be payable on the first of the month concurrent with or next following the attainment of a further 1820 hours.~~

Auxiliary employees who have attained 1820 hours at step A will receive an increment to step B on completion of 1820 hours worked. Subsequent increments to which the auxiliary employee becomes entitled shall be payable on the first of the month concurrent with or next following the attainment of a further 1820 hours.

Agreed to:



For the Union



For the Employer

Date: Nov 21/12

# Kwantlen Polytechnic University – Employer Proposal

## LETTER OF UNDERSTANDING# 8

### Evaluation Reports

~~The Parties agree that Labour/Management Committee will review the support staff evaluation report process and procedures (including the form used).~~

Agreed to:

M. Partridge

For the Union

Wanda Hoo

For the Employer

Date:

Nov 21 / 12


November 21, 2012



**2.7 Common-law Spouse**

For the purposes of Articles 24.1, 21.2 and 21.4 the term common-law spouse means a person who resides with the employee in a common-law relationship which shall be defined as a relationship wherein two (2) persons of the same or opposite sex cohabit for a period of at least ~~two (2)~~ one (1) years as if husband and wife and whereby there is a mutual agreement between such persons that said relationship is a permanent relationship, exclusive of all other relationships.

*Agreed to:*

  
For the Union

  
For the Employer

Date: Dec 10/12

# Kwantlen Polytechnic University – Employer Counter Proposal

## ARTICLE 20 Annual Vacation

20.1 no change

20.2 no change

### 20.3 ~~Prime Time Vacation Period~~ Vacation Scheduling

- a) Subject to the provisions of this article, it is the intent of the parties that no employees shall be restricted in the time of the year they chose to take their vacation entitlement. Vacation schedules are based on the calendar year. However, all employees shall be allowed to take their vacation entitlement during the period May 15 to August 15 inclusive, which shall be defined as the prime time vacation period, providing the Employer's ability to provide educational and support services is not impaired.

### 20.4 ~~Vacation Preference~~

- b) (a) Preference in the selection and allocation of vacation time shall be determined on the basis of service seniority within a classification series in each work unit. Where employees choose to split their vacation, their second choice of vacation time shall be made only after all other employees concerned have made their initial selection.
- c) (b) Regular vacations shall have priority over banked vacation time during the prime time vacation period.
- d) Based on written guidelines, the Administrator in each department/work area will be responsible for setting their own schedules for employees to submit their requests for vacation.
- e) After ~~June~~ September 15 of each year, the employer may schedule unscheduled vacation for employees who have not submitted a request or notified their supervisor of their intent to bank vacation in accordance with and subject to the provisions of Article 20.12.

### 20.5 Vacation Schedules

- (a) ~~Employees shall submit their requests for vacation by March 1<sup>st</sup> of each year.~~
- (b) ~~Vacation schedules will be circulated and posted by April 1<sup>st</sup> of each year.~~
- (c) ~~Employees who do not submit vacation requests by March 1<sup>st</sup>, shall not be entitled to exercise their seniority rights in respect to any vacation time previously selected by an employee with less seniority.~~
- (d) ~~Any employee that has not scheduled vacation in accordance with (a) above must submit their vacation request or notify their supervisor of their intent to bank vacation by June 15<sup>th</sup> of each year.~~

# Kwantlen Polytechnic University – Employer Counter Proposal

~~(e) After June 15<sup>th</sup> of each year, the Employer may schedule unscheduled vacation for employees who have not submitted a request or notified their supervisor of their intent to bank vacation.~~

~~(f) An updated vacation schedule will be circulated and posted by July 15<sup>th</sup> of each year.~~

~~f (g)~~ Employees who transfer to another department/work area office or work location where the vacation schedule has already been completed will not be entitled to exercise their seniority rights for that year only. However, every effort shall be made to grant vacation at the time of the employee's choice.

~~g (h)~~ Employees may request to schedule vacation that commences in one (1) calendar year, continues and concludes no later than January 15<sup>th</sup> in the next calendar year.

~~h (i)~~ The Union recognizes the importance to the Employer of assuring coverage of positions. Approval of vacation schedules is subject to departmental requirements during peak periods.

## 20.6 vacation relief.

Where the Employer determines vacation relief is required, the Employer shall give regular employees in the same department and/or work area the opportunity to substitute in higher paying positions and arrange for staff replacements at the lowest paying category.

## 20.7 no change

## 20.8 no change

## 20.9

(a) Payment for vacations will be made at an employee's regular rate of pay, except if an employee has been working in a higher paid position than employee's regular position for a majority of the scheduled work hours in the sixty (60) working days preceding employee's vacation in which case employee shall receive the higher rate.

~~(b) Employees shall receive any cheques which would normally fall due during the period of their vacation two (2) full banking days prior to the commencement of their vacation, provided that the Payroll Department has been given at least two (2) calendar weeks' notice of the date on which the employees will commence their vacation.~~

## 20.10

When employees are qualified for sick leave, bereavement or any other approved leave with pay during their vacation period, there shall be no deduction from the vacation credits for such leaves. The period of vacation so displaced shall be taken at a mutually agreed time. An employee intending to claim displaced

## Kwantlen Polytechnic University – Employer Counter Proposal

vacation leave must advise the Employer and provide necessary documentation as specified in Article ~~21.7~~ 21.8 within three (3) days of returning to work.

20.11 no change

20.12 no change

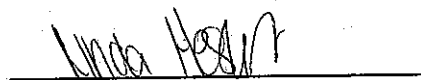
20.13 no change

**Note: Upon finalization renumber remaining articles.**

Agreed to:



For the Union



For the Employer

Date: Dec 10 / 12

# Kwantlen Polytechnic University – Employer Proposal

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## ARTICLE

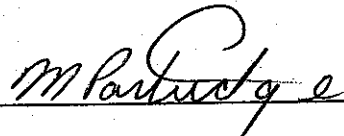
### 21.8 Sick Leave Report

- (a) An employee absent from work through illness or injury shall, within two (2) days of returning to work from the initial absence, submit a completed **sick** leave report form. This form is available on the Human Resources website.
- (b) The Employer may request a report from a qualified medical practitioner in one (1) or more of the following circumstances:
- (i) where it appears that a pattern of consistent or frequent absence from work is developing;
  - (ii) where the employee has been absent for five (5) consecutive scheduled days of work;
  - (iii) where at least fifteen (15) days have elapsed since the last statement was obtained and the employee has been in receipt of plan benefits throughout the period.

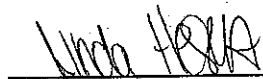
Benefits will cease to be paid when an employee fails to provide satisfactory evidence of medical disability during the benefit period.

Where the Employer requests a report from a medical practitioner the Employer will bear the costs of the report.

Agreed to:

  
\_\_\_\_\_

For the Union

  
\_\_\_\_\_

For the Employer

Date: Dec 10/12

## APPENDIX B

## BCGEU Positions and Respective Pay Levels

## Resulting from Joint Job Evaluation

(Information provided below is as of June 27, 2007 and is subject to updating)

\*denotes "Currently not in use"

PAY GRADE 1

Student Records Imaging Assistant

PAY GRADE 2

Circulation Assistant

Logistical Services Mailroom

University College Courier

PAY GRADE 3

Bookstore Clerk

Circulation Assistant Reserves

Clerk Typist

Clerk Typist Education Council

Clerk Typist—Student Employment Services

Clerk Typist—Special Needs

Clerk Typist—Steno Services (R)

Clerk Typist—Steno Services (S)

Clerk Typist Inst Admin

Enrollment Reporting Assistant

Facilities Receptionist

Gerontology-Based Rec. Program Assistant

Inventory Control and Order Entry Clerk—Bookstore

Library Support Assistant

Purchasing Clerk

Records Assistant

Receptionist/Administrative Support Assistant

Student Records Management Assistant

Switchboard ReceptionistPAY GRADE 4Administrative Support Assistant Humanities

Administrative Support Assistant Nursing

Counselling &amp; Advising Assistant

Circulation Assistant—Serials

Circulation/Orientations Assistant

Departmental Assistant—Office of Research & Scholarship

Faculty Performance Review Assistant

Program Assistant Community &amp; Health

Program Assistant—ACP

Public Services Assistant

Technical Services Assistant  
Wellness Centre Assistant

**PAY GRADE 5**

Assistant to the Associate Directors, ERS  
Bookstore Support Assistant  
Circulation Assistant—Requests  
Documentation Technician  
Co-operative Education Assistant  
Dean's Assistant—Horticulture  
Facilities Assistant  
Finance Assistant  
Financial Awards Program Assistant  
Human Resources Support Assistant  
PDSS Assistant  
Print Shop Production Assistant  
Purchasing Assistant  
Records Assistant  
Secretary—Community & Health Studies  
Secretary/Records Assistant  
Secretary—Registrar's Office \*  
Secretary—Research \*  
Secretary—Social Sciences  
Supply Coordinator  
Warehousing Coordinator

**PAY GRADE 6**

Accounts Payable Clerk  
Administrative Assistant  
Admissions Assistant  
Associate Dean's Assistant—School of Business  
Audiovisual/Circulation Assistant  
Audiovisual/Circulation Technician  
Bookstore Accounting Clerk  
Continuing Education Asst—SETA  
Continuing Education Asst  
Custom Publishing & Special Order Clerk  
Fund Raising Assistant  
Graduation Officer  
Homestay Liaison Assistant  
Interlibrary Loans Borrowing Assistant  
International Info. & Recruitment Assistant  
Information Services Assistant  
International Admissions Assistant  
Network Print Specialist  
Program Assistant—Applied Technology  
Public Information Assistants  
Recreation Programmer  
Scheduler/Publications Asst.  
Secretary—Curr. Dev. & Publications \*  
Senior Assessment & Testing Administrator

Technical Services—Serials Assistant  
Venture Programs Assistant

**PAY GRADE 7**

Accounting Collection Officer  
Administrative Assistant—Facilities  
~~Administrative Assistant—Program Review Facilitators~~  
Automotive Parts Program Assistant  
Audiovisual Technician  
CE Campus Supervisor \*  
Co-op Program Assistant  
~~Dean's Assistant—QSSS~~  
Dean's Assistant—Faculty of Science, Mathematics & Technology  
~~Dean's Assistant—Humanities~~  
Dean's Assistant—School of Business  
Facilities Support Generalist  
Financial Services Officer  
International Program Support Assistant  
Payroll Officer  
Recreation Programmer  
Scholarship & Awards Coordinator

**PAY GRADE 8**

Administrative Assistant—Office of the Dean of Community & Health Studies  
Administrative Assistant—Education Council & Committees  
Administrative Assistant—School of Horticulture  
Assessment & Testing Services Assistant  
Buyer  
Campus Admissions Supervisor  
~~Campus Retail Supervisor, Bookstore~~  
Catalogue Technician  
Coordinator Conference Serv/Rm Bkgs  
EOD Coordinator \*  
Financial Aid Advisor  
Financial Awards Advisor  
Graphic Specialist  
Horticulture Apprentice Program Assistant \*  
Program Assistant—HRTA/Equine Studies \*  
Promotions Specialist \*  
Senior Accounts Payable  
Senior Accounts Receivable  
~~Library Supervisor~~  
Technical Services Supervisor

**PAY GRADE 9**

Administrative Assistant—CTCS \*  
Administrative Assistant—Learner Resources  
~~Administrative Assistant—Office of the Dean of Social Sciences~~  
Administrative Assistant—Ventures \*  
Bookstore Merchandiser  
~~C.E. Registration Coordinator \*~~



Computer Based Training Coordinator  
 Dean's Assistant—Applied Design  
 Disability Advisor  
 Homestay Coordinator.\*  
 Homestay Liaison Officer  
 Learning Centre Assistant  
 Program Assistant Appliance Servicing  
 Program Assistant Applied Servicing  
 Program Assistant First Year Experience  
 Program Assistant Photographic/Print  
 Program Assistant Music  
 Publication/Articulation Coord.  
 School Community Liaison Coord.  
 Senior Payroll Officer  
 Testing Coordinator  
 Transfer Credit Evaluation Coordinator

**PAY GRADE 10**

Administrative Assistant to Campus Deans  
 Autoparts Resource Technician  
 Book Department Coordinator  
 Computer Based Training Development  
 Education Advisor  
 First Nations Education Coordinator  
 IET Assistant  
 International Education Advisor  
 Employment Services Coordinator  
 Records Management Coordinator

**PAY GRADE 11**

Accounts Payable Supervisor  
 Accounts Receivable Supervisor  
 Administrative Assistant Applied Design  
 Administrative Assistant—Surrey Campus  
 Administrative Assistant Applied Technology  
 Administrative Assistant Sciences  
 Administrative Co-ordinator—Office of the Dean of Community & Health Studies  
 Admissions Coordinator  
 Degree Advisor—Bachelor of Arts  
 Facilities Supervisor  
 Fine Arts Lab Technician  
 Horticulture Technician  
 International Education Coordinator  
 Payroll Services Supervisor  
 Prog. Assist. Access & Development  
 Prog. Assistant—Aboriginal Program.\*  
 Prog. Assistant—Fashion Design & Tech  
 Prog. Assistant—GDMA  
 Prog. Assistant—Interior Design  
 Prog. Assistant—IDDS/PR  
 Prog. Assistant—Journalism

Prog. Assistant—Farrier Training  
Prog. Assistant—SPARK  
Senior Learning Centre Assistant  
Telecommunication Operator

**PAY GRADE 12**

Administrative Associate, Faculty of Humanities  
Administrative Assistant—Student Services  
Administrative Assistant—School of Business  
Administrative Coordinator, Access Programs & Student Services  
Enrolment Coordinator  
Instructional Associate—Aboriginal Employment Centre \*  
Instructional Associate—Automotive Programs  
Instructional Associate—Construction  
Instructional Associate—Millwright  
Lab Technician—Biology  
Lab Technician—Chemistry  
Lab Technician—Physics  
Marketing & Communication Coordinator  
Network Specialist  
Program Assistant—Journalism  
Programmer  
PSCM Supervisor \*  
Senior Buyer  
Systems Support Technologist  
Systems Support Technologist—On Site Support/AV Maintenance  
Vocational Program Assistant

**PAY GRADE 13**

Budget Officer  
Clinical Placement Assistant  
Distributed Learning/Web Coord  
Instructional Associate—Fine Arts  
Instructional Associate—Network Support \*  
Instructional Associate—Landscape Operations  
Instructional Associate—Production  
Instructional Associate—Turf & Mechanic  
Instructional Associate—Job Placement  
APPD Job Developer  
Lab Instructor—Biology  
Lab Instructor—Chemistry  
Lab Instructor—Electronics Tech.  
Lab Instructor—Environment Protection Tech  
Lab Instructor—Hort. & Equine  
Lab Instructor—Physics  
Maintenance Tradesperson  
Reprographic Services Supervisor

**PAY GRADE 14**

Accounting Analyst  
Coordinator—Desktop Hardware Serv.

Facilities Design Technician  
Instructional & Media Associate  
Instructional Associate - APPD  
Lab Supervisor Horticulture & Equine  
Library Resources Technician  
Systems Support Supervisor  
Telecommunications Specialist  
Vocational Instl. Associate

**PAY GRADE 15**

CE Program Coordinator \*  
Facilities Analyst

**PAY GRADE 16**

Horticulture Supervisor \*  
Project Leader/Systems Support Technologist Supervisor

**STIPEND 43 (Pay Grade 13 Plus \$7,000 Stipend)**

Network Administrator

**STIPEND 44 (Pay Grade 14 Plus \$10,000 Stipend)**

Clinical Placement  
Programmer Analyst  
Programmer/Analyst (IR)

**STIPEND 45 (Pay Grade 15 Plus \$12,000 Stipend)**

Senior Network Administrator  
Web Administrator

**STIPEND 46 (Pay Grade 16 Plus \$14,000 Stipend)**

Database Administrator  
Network Analyst  
Project Leader

**STIPEND 53 (Pay Grade 13 Plus \$10,000 Stipend)**

Lab Instructor Nursing

Agreed to:

  
For the Union

  
For the Employer

Date: Dec 10/12

MEMORANDUM OF AGREEMENT

between the

Kwantlen Polytechnic University (KPU)  
(hereinafter called "the Employer")

and the

B.C. Government and Service Employees' Union  
(hereinafter called "BCGEU")

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF Kwantlen Polytechnic University, ACTING ON BEHALF OF Kwantlen Polytechnic University (hereinafter called "the Employer"), AGREE TO RECOMMEND TO THE Kwantlen Polytechnic University BOARD;

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE B.C. Government and Service Employees' Union (hereinafter called the "BCGEU") AGREE TO RECOMMEND TO THE BCGEU MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING JULY 1, 2010 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. Previous Conditions

All of the terms of the 2006-2010 Collective Agreement continue except as specifically varied below by paragraphs 2 to 4, both 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. 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".

4. Appendix "B"

The Employer and the Union agree to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Appendix "B" – 2010-14 Support Staff Compensation Template (CTT).

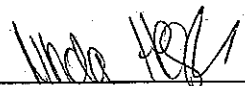
5. Ratification

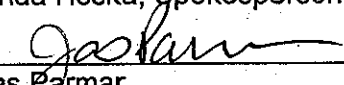
The parties expressly agree that, upon the completed signing of this Memorandum of Agreement, the parties shall recommend the approval of this Memorandum to their respective principals and schedule the necessary meetings to ensure that their principals vote on the recommendations.

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

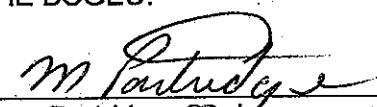
Signed this \_\_\_\_ day of \_\_\_\_\_, 2012.

BARGAINING REPRESENTATIVES FOR  
THE EMPLOYER:


  
\_\_\_\_\_  
Linda Heska, Spokesperson

  
\_\_\_\_\_  
Jas Parmar

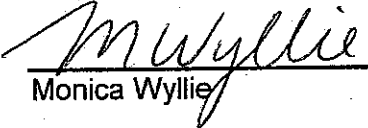
BARGAINING REPRESENTATIVES FOR  
THE BCGEU:

  
\_\_\_\_\_  
Mary Partridge, Spokesperson

  
\_\_\_\_\_  
Shawn Cahill

  
\_\_\_\_\_  
Jane Gray

  
\_\_\_\_\_  
Nicki Pearson

  
\_\_\_\_\_  
Monica Wyllie

December 2, 2012

To the Union on December 2, 2012

TIME: 1106 PM

2010-14 – Support Staff Compensation Template (CTT)

between

POST SECONDARY EMPLOYERS' ASSOCIATION ("PSEA")

("the Employers")

and

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

and

CANADIAN UNION OF PUBLIC EMPLOYEES ("CUPE")

and

CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES ("COPE")

The parties have agreed that the following items will form part of the Memorandum of Settlement between them for the renewal of the local parties' collective agreements that expired in 2010. The parties agree to recommend this template to their respective principals.

All of the terms of the local collective agreements that expired in 2010 continue except as specifically varied below and by the other additions, deletions and/or amendments agreed to during local bargaining.

**1. Term of Agreement**

The term of the new BCGEU, CUPE, and COPE collective agreements shall be for forty-eight (48) months, effective from July 01, 2010 to June 30, 2014.

In the case of the College of New Caledonia and CUPE Local 4951, the term of the new collective agreement shall be for forty-nine (49) months, effective from June 01, 2010 to June 30, 2014.

## 2010-14 – Support Staff Compensation Template Table

The continuation language of each local Agreement's Term of Agreement provision, if any, shall remain as it is in the Agreement currently in force.

### **2. Health Welfare Benefits**

Effective February 01, 2013, the Employers agree to amend the applicable local Extended Health Benefit Plan such that reimbursements under the plans will only be issued for prescription drugs that are included under the BC Provincial Pharmacare Formulary.

### **3. Wage Increase**

All wage scales for classifications or positions in the BCGEU, CUPE, and COPE collective agreements shall be increased by the following percentages effective on the dates indicated:

- (a) Effective December 01, 2012, all wage scales in the collective agreements which were in effect on November 30, 2012 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (b) Effective March 01, 2013, all wage scales in the collective agreement which were in effect on February 28, 2013 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (c) Effective July 01, 2013, all wages scales in the collective agreements which were in effect on June 30, 2013 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (d) Effective April 01, 2014, all wages scales in the collective agreements which were in effect on March 31, 2014 shall be increased by one percent (1.0%). 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.

**4. New – Letter of Understanding – Post-Secondary Early Intervention Program**

Effective the date of ratification of the local parties' Memoranda of Agreement, the Employers and the Unions agree to the Letter of Understanding - Post-Secondary Early Intervention Program which is attached to this Compensation Template as Schedule "1".

**5. Housekeeping**

Effective the date of ratification, the Employers and the Unions agree to the following housekeeping amendments:

- (a) Delete the Letter of Understanding on the Fiscal Dividend which was agreed to in the 2006 round of bargaining;
- (b) Delete the Letter of Understanding on the Incentive Payment which was agreed to in the 2006 round of bargaining;
- (c) Delete the Letter of Understanding on the Labour Market Adjustment which was agreed to in the 2006 round of bargaining;
- (d) Delete the Letter of Understanding on the Joint Early Intervention Program for Employees on Sick Leave or Disability which was agreed to in the 2006 round of bargaining.

Signed by the Parties at Burnaby, British Columbia, on the December 2, 2012.

For the Employers:

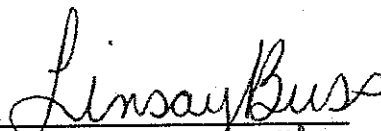


Rob D'Angelo, PSEA, Chair

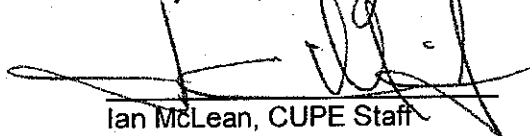


Anita Bleick, PSEA CEO

For the Unions:



Lindsay Buss, BCCEU Staff



Ian McLean, CUPE Staff



**Schedule “1”**

**Letter of Understanding**

**Post-Secondary Early Intervention Program**

The Parties agree to develop an Early Intervention Program (EIP) with the following characteristics:

- The purpose of the program is rehabilitative; each employer covered by this agreement will develop an administrative approach to implement the program that will be reviewed with its local union;
- 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, the employee may be referred for participation in the EIP. If an employee is referred, the employee must participate in the EIP;
- Assessment of an employee's eligibility for the EIP will continue through the period of the employee's absence;
- 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;
- The parties jointly must maintain the employee's medical records and related records as confidential; managers will only be provided with information necessary for rehabilitative employment; and
- An employee enrolled into the program is entitled to union representation; the union agrees to maintain the confidentiality of the employee's medical and related records.

The parties will establish a committee of five (5) members each that will develop detailed implementation plans for the Early Intervention Program.

The committee will commence meetings by January 5, 2013 and will conclude by January 31, 2013. In the event that the parties are unable to reach agreement on the program by January 31, 2013, they agree to submit their differences to an arbitrator agreed to by the parties, by February 14, 2013. The arbitrator must adhere to the principles outlined above, and the parties will request that the arbitrator will issue his/her decision on the design of the plan by February 21, 2013 for implementation by March 1, 2013.



**MAILING ADDRESS**

12666-72 Ave, Surrey, BC  
Canada V3W 2M8

January 8, 2013

Ms. Mary Partridge  
Staff Representative  
British Columbia Government Employee's Union  
8555 - 198A Street  
Langley, B.C. V2Y 0A9

Dear Ms. Partridge:

I am writing to follow up on our recent discussions regarding the Extended Health Care (EHC) Benefit deductible and subsequent reimbursement levels for eligible expenses covered under the Plan.

The parties have reached agreement that the deductible for EHC benefits will increase from the current \$25.00 per family/single, per calendar year, to \$125.00 per family/single, per calendar year, effective January 1, 2013. In addition, the reimbursement level will increase from the current \$10.00 to \$50.00 for eligible professional services covered by the Plan. There will be no change to the coinsurance levels under the Plan. These changes will only become effective on ratification of the MOA signed on December 10, 2012.

Please note that this agreement is entered into on a without prejudice and without precedent basis. This agreement does not prejudice the Employer's position that it has the right to make future changes to plan design without agreement from the Union.

I am pleased that we have been successful in reaching a positive resolution to the issues and concerns that were brought forward.

Yours truly,

A handwritten signature in black ink, appearing to read 'Linda Heska'.

Linda Heska  
Director, Employee Relations

/llm

T604.5992100

kwantlen.ca