This Memorandum of Agreement made this 10th day of May

Between

2006

Malaspina University-College

And

Canadian Union of Public Employees Local 1858 (CUPE)

The parties agree to recommend to their respective principals revisions to the Collective Agreement dated July 1, 2006 to June 30, 2010 as follows:

1.	T-1 dated March 1, 2006
2,	T-2 dated March 1, 2006
3.	T-3 dated March 1, 2006
4.	T-4 dated March 2 , 2006
5,	T-5 dated March 1, 2006
6.	T-6 dated March 1, 2006
7,	T-7 dated March 1, 2006
8.	T-8 dated March 1, 2006
9,	T-9 dated March 2 , 2006
10.	T-10 dated March 1, 2006
11.	T-11 dated March 1, 2006
12.	T-12 dated March 1, 2006
13.	T-13 dated March 2, 2006
14.	T-14 dated March 1, 2006
15.	T-15 dated March 1, 2006

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16.	T-16 dated March 2, 2006
17.	T-17 dated March 2, 2006
18.	T-18 dated March 2, 2006
19.	T-19 dated March 2, 2006
20.	T-20 dated March 2, 2006
21.	T-21 dated March 2, 2006
22.	T-22 dated March 2, 2006
23.	T-23 dated March 3, 2006
24.	T-24 dated March 3, 2006
25.	T-25 dated March 3, 2006
26.	T-26 dated March 3, 2006
27.	T-27 dated March 3, 2006
28.	T-28 dated March 3, 2006
29.	T-29 dated March 3, 2006
30.	T-30 dated March 3, 2006
31.	T-31 dated March 3, 2006
32.	T-32 dated March 3, 2006
33.	T-33 dated March 3, 2006
34,	T-34 dated March 3, 2006
35.	T-35 dated March 3, 2006
36.	T-36 dated March 3, 2006
37.	T-37 dated March 3, 2006
38.	T-38 dated March 3, 2006
39.	T-39 dated March 3, 2006
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CUPE Memorandum of Agreement 10 May, 2006

Page 3

40.	T-40 dated March 3, 2006
41.	T-41 dated March 3, 2006
42.	May 9, 2006 Compensation Template including Letters of Agreements as attached
43.	The provisions of this Memorandum of Agreement shall become effective on the date of ratification by both parties. No provision of this Memorandum of Agreement shall be retroactive except where so specifically stated.
44.	Both parties agree to recommend the ratification of this Memorandum of Agreement to their principals.

Dated the 10th of May, 2006

Signed on Behalf of CUPE, Local 1858

Signed on Behalf of Malaspina University-College

Director, Human Resources

Mary McLane,) President, CUPE Local 1858

Edwin Deas,

Heather Stadel,

Ron Levesque, **CUPE National Representative**

Vice President, Administration & Bursar

BETWEEN:

MALASPINA UNIVERSITY-COLLEGE

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1858

Tentative Agreement #1

Amend all outdated references to departments throughout the Collective Agreement to read current department title – e.g. "Computer Center, Learning Center"

Date:

Signed on behalf of the Employer:

BETWEEN:

MALASPINA UNIVERSITY-COLLEGE

AND;

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1858

Tentative Agreement #2

In accordance with Article 1.03 update references to him or her in the Collective Agreement with the reference to employee (see Definitions (b),20.02 (b), 23.04(f)).

Date:

Signed on behalf of the Employer:

BETWEEN:

MALASPINA UNIVERSITY-COLLEGE

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1858

Tentative Agreement #3

Update the following titles: Director of Human Resources and Labor Relations with Director of Human Resources, Superannuation Commission with Pension Corporation, Maritime Life with Manulife Financial

Date:

Signed on behalf of the Employer:

BETWEEN:

MALASPINA UNIVERSITY-COLLEGE

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1858

Tentative Agreement #4

Article 9.01 Composition of Board of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made <u>sent</u> by registered mail <u>courier</u> addressed to the other party of the Agroement, indicating the name of its nominee on the Arbitration Board. Within five (5) days thereafter, the other party shall answer by registered mail <u>courier</u> indicating the name and address of its appointee to the Arbitration Board. The two nominees shall select an impartial chairperson

Dale:

Signed on bohalf of the Employer:

Signed on behalf of the Union:

Mar. 2106

BETWEEN:

MALASPINA UNIVERSITY-COLLEGE

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1858

Tentative Agreement #5

12.01 Layoff and Recall

i) It is the employee's responsibility to keep the Employer advised of the thoir last known current address and phone number.

Date:

Signed on behalf of the Employer:

Signed on behalf of the Union:

Mar 1/06

BETWEEN:

MALASPINA UNIVERSITY-COLLEGE

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1858

Tentative Agreement #6

12.02 CUPE Layoff Procedures (Exempting Seasonal Employees)

Bumping

Note: Employees are entitled to protect their current hours per week/months por year, therefore, they have the option to decline positions with assignments more or less hours per week/months per year than their current one.

Date:

Signed on bchalf of the Employer:

Signed on behalf of the Union:

Mar 1/06

BETWEEN:

MALASPINA UNIVERSITY-COLLEGE

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1858

Tentative Agreement #7

12.02 CUPE Layoff Procedures (Exempting Seasonal Employees)

Recall

2. All regular and temporary vacancies will be posted and may be accessed via the Internet through the web server (http://www.mala.bc.ca) or on the 24-hour telephone JOBLINE at (250) 741-2562. Employees unable to access the postings by the aforementioned methods will, upon request, be mailed copies of postings. It is the responsibility of the employee to ensure the Human Resources Department is notified of the current mailing address. Individuals on layoff must apply for and compete for any competition.

Date:

Signed on behalf of the Employer:

BETWEEN:

MALASPINA UNIVERSITY-COLLEGE

AND;

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1858

Tentative Agreement #8

Article 14 -- Hours of Work

14.01 Standard Work Week

d) Management may from time to time designate certain positions as self-assigning for the delivery of services such as those related to community and international education and the gymnasium which cannot be delivered on predictable and rigid schedules and require the assignment of flex hours. These self-assigning employees are expected to schedule their own working hours in accordance with the requirements of the job function in concert with their supervisor. The employee shall be given a daily time credit up to a maximum of one-fifth of the employee's basic weekly hours of work (if on a five day work week). In the event that fewer hours are worked, there shall be no reduction in pay. If the aggregate hours over the period July 1 to June 30 exceed the hours paid biweekly, the excess hours accumulated will be assigned as time off with pay at time and one-half. In any event, the accumulated hours shall be assigned off within twelve months of the date they are accrued or at the employee's request, paid out. Articles 15 and 16 shall not apply. If the aggregate hours are less than estimated, there shall be no recovery.

The following are the positions on flexible self-assigning hours:

- Program Assistant
- Gym Attendant
- Educational Planner/Duncan and Powell River
- Manager of Financial Aid
- **Events Manager**

Date:

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Signed on behalf of the Employer:

Signed on behalf of the Union:

War 1/0p

Kana

BETWEEN:

MALASPINA UNIVERSITY-COLLEGE

AND:

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CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1858

Tentative Agreement #9

Article 18 - Vacations

18.01 Vacation Year

For the purpose of this Agreement, the Vacation Year shall mean the twelve (12) month period from July 1st to June-30th January 1st to December 31st, inclusive.

18.10 Utilization of Annual Vacation Credits

Vacation credits accrued in the previous vacation year (July 1—June 30) (January 1st to December 31st) must be used or banked (Article 18.11) prior to Leave Without Pay.

19,04 Family Illness

In the case of illness of a relative who currently resides in the same household as the employee, or an illness of the parent (including in-law), spouse, or child, or when no other immediate family member other than the employee can provide for the needs of the ill person, or transport that person the employee shall be entitled, after notifying the supervisor, to use annual sick leave entitlement up to a maximum of five (5) days per annum, July-1-to-June 30 January 1st to December 31st, for this purpose.

Article 21 - Special and Other Leave -

21.02 Special Leave

An employee not on leave of absence without pay shall be entitled to special leave at the employee's regular rate of pay for the following:

a) Marriage of the employee

three days

b) Attend wedding of the Employee's child

one day

BETWEEN:

MALASPINA UNIVERSITY-COLLEGE

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1858

Tentative Agreement #10

18.05 Compensation for Holidays Falling Within Vacation

When a statutory holiday falls on or is observed during an employee's annual vacation, it shall be recorded as a statutory holiday on the timesheet and shall not be deducted from the employee's vacation credits.

Date:

Signed on behalf of the Employer:

BETWEEN:

MALASPINA UNIVERSITY-COLLEGE

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1858

Tentative Agreement #11

18.07 Pay Cheques Payment of Wages

Employees may, upon giving twenty (20) calendar days prior notice, receive on the last working day preceding commencement of their vacation, any cheques wages which would normally fall due during the period of their vacation.

Date:

Signed on behalf of the Employer:

Signed on behalf of the Union:

Marilob

BETWEEN:

MALASPINA UNIVERSITY-COLLEGE

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1858

Tentative Agreement #12

19.10 Employee and Family Assistance Program

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

Date:

Signed on behalf of the Employer:

Signed on behalf of the Union:

Mar 1/06



BETWEEN:

MALASPINA UNIVERSITY-COLLEGE

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1858

Tentative Agreement #13

20.01 Purpose of Career Development

- a) Both parties recognize that improved equipment, methods and procedures create changes in the job structure of the University-College's work force. The parties also recognize the need to provide employees with the opportunity for career development by enabling them to prepare for promotional advancement and generally upgrade their present skills.
- b) The provisions of the Article are intended to assist regular employees in maintaining and improving skills and/or to assist in preparing them for foreseeable jobs.

20.04 Personal Development

a) Enrolling in Credit Courses

University-College employees, who have a regular <u>or current temporary</u> appointment, may register in one University-College course per term at no cost. Such registration will be subject to admissions requirements and enrolment procedures which will be set from time to time by the Registrar. (refer to <u>Policy</u> 33.01 and related procedures)

b) Enrolling in Continuing Education Courses
Eligible University-College employees - defined as an individual who is employed by Malaspina University-College for a minimum of three (3) months and only during the period of employment, or as determined on an individual basis by a long term Continuing Education instructor - will be allowed to enroll enrol in one non-credit or part-time vocational course per term, at no cost, subject to procedures which will be set from time to time by the Continuing Education Department at each campus.

Date:

Signed on behalf of the Employer:

Signed on behalf of the Union:

Mar. 2/06

BETWEEN:

MALASPINA UNIVERSITY-COLLEGE

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1858

Tentative Agreement #14

Article 21 - Special and Other Leave

21.04 Leave for Court Appearances

An employee who is called for Jury Duty or as a witness provided such court action is not initiated by the employee's personal affairs shall continue to receive their regular pay. The employee shall turn over to the University-College any monies received from the Crown on for the days the employee is normally scheduled to work providing this does not exceed the employee's regular pay rate.

Date:

Signed on behalf of the Employer:

Signed on behalf of the Union:

Mas 1/06

MAR-07-06 TUE 01:32 PM

TENTATIVE AGREEMENT

BETWEEN:

MALASPINA UNIVERSITY-COLLEGE

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1858

Tentative Agreement #15

21.06 General Leave

Employees on general leave shall continue to accrue seniority. Employees on extended leave without pay or unassisted leave are required to notify the University-College of their intention to resume their regular employment at least thirty (30) calendar days in advance of the pre-determined recommencement date.

a) Emergency or Unusual Circumstances Notwithstanding any provision for leave in the Agreement, the Director of Human Resources or designate may grant upon recommendation of the administrative supervisor, leave without pay to any employee requesting such leave for emergency or unusual circumstances.

b) External Unassisted Leave

The Director of Human Resources or designate in consultation with the Dean, Director or Campus Principal may approve up to one (1) year of unassisted leave to a regular employee who has a minimum of three (3) years service as a regular employee, if such leave is for education, professional development, skill upgrading, skill diversification, including activities in business, industry, government, or other justified opportunities.

Employees having five (5) years service, or more, as a regular employee will be reinstated to their former position at the conclusion of the leave.

Employees with less than five (5) years service as a regular employee will have their seniority banked for eighteen (18) months following completion of the leave. Normally three (3) years of employment must clapse between such leaves.

c) Internal Leave

A regular employee may, with approval of the Director of Human Resources or designate in consultation with the Dean, Director or Campus Principal, after two (2) years of service as a regular employee, be granted a leave to temporarily fill another position at the University-College, Such leave shall not exceed one (I) year. "Upon completion of the leave the employee will return to the original position. Normally three (3) years of employment must clapse between such leaves.

Date:

Signed on behalf of the Employer:

Signed on behalf of the Union:

Mar 1/06

BETWEEN:

MALASPINA UNIVERSITY-COLLEGE

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1858

Tentative Agreement #16

For consistency throughout the Collective Agreement, all references to a number (such as hours, days, weeks, months, monies, percentages, etc.) will be written out in its respective words and parenthesized with its respective numbers.

Date:

Signed on behalf of the Employer:

BETWEEN:

MALASPINA UNIVERSITY-COLLEGE

AND;

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1858

Tentative Agreement # 17

16.06 Meal Allowances

An employee who is required to work a minimum of two and one-half (2 1/2) hours overtime before or after his/her scheduled hours of work, shall be provided with a rneal or shall be reimbursed based on the meal rates in Policy 42.08, Reimbursement of Travel and Other Expenses. A meal break of 1/2 hour with pay shall be given at the overtime rate,

Date:

Signed on behalf of the Employer:

1. ...

TENTATIVE AGREEMENT

BETWEEN:

MALASPINA UNIVERSITY-COLLEGE

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1858

Tentative Agreement #18

Article 36 - System-Wide Electronic Job Registry

For so long as there is a System-Wide Job Registry being administered by the PSEA, then the following shall apply:

36.01 Posting

- ล)- Limployers-shall-ensure that the internal-selection procedure in the applicable local-collective agreement has been concluded prior to job postings being listed on the system-wide registry.
- b)- Institutions will post on the Registry all employment opportunities of half-time or more-and longer than three menths in duration that are available to applicants heyond-those employed-by-the institution.
- e). Postings will be removed from the registry one (1) wekk after the closing date.
- d) Employers may elect to include job-postings from-institutions-not-covered by this Agreement
- a) All employment opportunities of half-time or more and longer than three months in duration will appear on the PSEA website as a link to the Malaspina Posting webpage. The employer shall not consider a self-identified applicant from the layoff registry until the internal selection process has failed to appoint an internal applicant.
- b) Employers may elect to include lob postings from institutions not covered by this <u>Adreament.</u>
- e) g) Unions, employers and employees have the right to access the information on the system-wide registry. Computer terminal access will be provided and the location will

be mutually agreed at the local level upon. Where Internet access is not available, other arrangements will be made.

Date:

Signed on behalf of the Employer:

BETWEEN:

MALASPINA UNIVERSITY-COLLEGE

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1858 Tentative Agreement #19

Delete Article 37 - Transfers and/or Mergers of Programs and Service's Between Institutions in its entirety.

Date:

Signed on behalf of the Employer:

BETWEEN:

MALASPINA UNIVERSITY-COLLEGE

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1858

Tentative Agreement #20

Delete Letter of Agreement #1 Joint Committee on Benefits Administration.

Date:

Signed on behalf of the Employer:

Signed on behalf of the Union:

Mar. 2/06

BETWEEN:

MALASPINA UNIVERSITY-COLLEGE

AND:

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CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1858

Tentative Agreement #21

Letter of Agreement #2

(Renewed) Milner Gardens Employees

In order to include the employees at Milner Gardens and Woodland in the Malaspina University College unit of CUPE Local 1858, the parties agree to the following:

- 1. Pursuant to the Labour Relations Code of British Columbia, all employees working at Milner Gardens and Woodland shall be employees of Malaspina University College and shall be included under the trade union certification held by CUPE Local 1858.
- The collective agreement between Malaspina University College and CUPE. Local 1858 shall apply to Milner Gardens and Woodland employees with exceptions or arnendments as listed in this agreement.
- 3. Employees will be required to rotate shifts (maximum frequency of one weekend in four) in order to provide Duty Person coverage on Saturdays, and Sundays. Any short shift premium will be waived for this.
- 4. The current and future use of volunteer labour, paid and unpaid student work experience, and externally funded employment opportunities at Milnor Gardens and Woodland shall continue, provided that no volunteer or student shall cause the layoff or reduction in scheduled hours of an employee. Where it is operationally and fiscally possible, (subject to the funding agency specifications, if any) externally funded work opportunities will augment employment hours of employees up to full-time.

BETWEEN:

MALASPINA UNIVERSITY-COLLEGE

AND:

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CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1858

Tentative Agreement #22

Letter of Agreement #4

(Renewed) Between Malaspina University-College And Canadian Union of Public Employees Local 1858 Re: Article 23.03 - Occupational First Aid Requirements

The cost of obtaining first-aid certification shall be paid by the Employer or the Employee as follows:

- (i) When an external applicant (outside of the bargaining unit) applies for a first-aid designated position, the Employer shall pay the costs of certification (tuition and time off);
- (ii) When a regular employee applies for a first-aid designated position and is the successful applicant conditional on achieving first-aid certification, the Employer shall pay one-half (1/2) the tuition costs of certification upon successful completion and shall grant a leave of absence without pay, if necessary;
- (iii) When an employee is laid off and exercises bumping rights to a firstaid designated position, the employee shall pay the cost of certification (tuition and time off);
- When the Employer designates an employee's position as requiring (iv) first-aid certification, the Employer shall pay the cost of certification (tuition and time off),

Signed this 2 day of February, 1999,

BETWEEN:

MALASPINA UNIVERSITY-COLLEGE

AND:

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CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1858

Tentative Agreement #23

8.12 Mediation/Arbitration

- a) Notwithstanding Article 8.05, W where a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this agreement, including any question as to whether a matter is arbitrable, during the term of the collective agreement, Judi-Korbin-or-Nancy Morrison, or a substitute agreed to by the parties. shall, by mutual agreement of the parties; may select an appointee to:
 - i) investigate the difference;
 - define the issue in the difference; ii)
 - iji) attempt to cause the parties to agree on a resolution or, failing such agreement, render a final decision to resolve the difference

within ten (10) days of the date of receipt of the request; and, for those ten (10) days from that date, time does not run in respect of the any related grievance procedure(s).

- b)...The named persons shall be selected on the basis of their earliest availability in each case.
- c) b) Resolution of the difference through this procedure will not be relied upon by either party for other interpretations of the collective agreement.

Date:

Signed on behalf of the Employer:

Signed on behalf of the Union:

Mar. 3 00

BETWEEN:

MALASPINA UNIVERSITY-COLLEGE

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1858

Tentative Agreement # 24

NEW Letter of Agreement #7 - Health Care Practitioners

In addition to Articles 19.01 and 19.04, an employee will be granted a leave for up to three (3) medical appointments, per year. The employee will make every reasonable effort to schedule an appointment, with a licensed health care practitioner, outside of their normal working hours. An employee shall be paid from available sick leave credits for time the employee had been previously scheduled to work.

Dato:

Signed on behalf of the Employer:

Signed on behalf of the Union:

War. 3/06

BETWEEN:

MALASPINA UNIVERSITY-COLLEGE

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1858

Tentative Agreement #25

22.01 Maternity Leave

A pregnant employee will qualify for maternity leave:

- a) Upon request the employee will be granted leave of absence without pay for a period of not more than seventeen (17) consecutive weeks.
- b) The period of maternity leave without pay will begin no earlier than eleven (11) weeks before the expected date of birth and no later than the actual birth date.
- c) The Employer may, upon the request of the employee, defer the commencement of maternity leave if the date originally requested was prior to the birth of the child.
- d) On return from maternity leave, an employee will be placed in their former position or in a position of equal rank and salary.
- e) If an employee maintains coverage for medical, extended health, dental, and group life while on maternity or adoption leave, the Employer agrees to pay the Employer's share of these premiums. If the employee does not return, the Employer may redeem the employer's share of the premiums.
- f) Incremental progression will be awarded as specified in the Employment Standards Act.
- g) When on maternity leave, an employee shall accrue full vacation enlitlement. Vacation pay credits shall not be accrued during the leave. (also reference in parental leave)

22,02 Seniority Rights on Re-Employment

An employee who makes application for reemployment prior to the expiration of maternity leave shall retain service credits and seniority rights accumulated prior to maternity leave of absence.

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

22.03 Extension of Maternity Leave

Due to health reasons, maternity leave may be extended for up to an additional six (6) consecutive weeks. The employee must provide a doctor's certificate.

22.04 Sick Leave Credits

Illness arising due to pregnancy during employment and prior to leave of absence may be charged to normal sick leave credits.

22.05 Parental and Adoption Leave

- a) On written request for parental leave, an employee is entitled to a leave of absence from work, without pay, for the period specified in subsection (c).
- b) A request under subsection (a) must:
 - be made at least four (4) weeks before the day specified in the request as the day on which the employee proposes to commence parental leave; and
 - ii) be accompanied by:

a certificate of a medical practitioner or other evidence stating the date of birth of the child or the probable date of birth of the child if a certificate has not been provided, or a letter from the agency that placed the child providing evidence of the adoption of the child.

- c) The employee is entitled to parental leave, commencing:
 - in the case of a birth mother, immediately following the end of the rnaternity leave taken under Article 22.01 unless the employer and employee agree otherwise; for a period of up to thirty five (35) consecutive weeks or a shorter period if the employee so requests
 - ii) where a birth mother does not take maternity leave, she may take up to 37 consecutive weeks beginning after the child's birth and within 52 weeks of the child's birth

- iii) in the case of a birth father, the employee may take up to 37 consecutive weeks beginning after the child's birth and within 52 weeks of the child's birth
- iv) in the case of an adoptive parent, the employee may take up to 37 consecutive weeks beginning after the child's placement and within 52 weeks
- v) When on parental or adoption leave, an employee shall accrue full vacation entitlement. Vacation pay credits shall not be accrued during the leave.

d) If

the newborn child or adopted child it is certified by a medical practitioner or the agency that placed the child that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition, the employee is entitled to further parental leave of absence from work, without pay for a period not exceeding a total of five (5) consecutive weeks as specified in the certificate, commencing immediately following the end of the parental leave taken under subsection (c).

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

22.06 Supplemental Employment Benefit for Maternity and Parental Leave

- 1. Effective December 1, 2005, when on maternity or parental leave, an employee will receive a supplemental payment added to Employment Insurance benefits as follows:
 - a) 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 hor salary calculated on her average base salary.
 - b) 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.
 - c) The average base salary for the purpose of Clauses 1 (a) and 1 (b) 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.

- 2. 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.
- 3. 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:
- 4. (a) 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 <u>logst six (6) months or equivalent to the leaves taken, whichever is longer, after their </u> return to work.
 - (b) Should the employee fail to return to work and remain in the employ of the Employer for the return to work period in (a) above, the employee shall reimburse the Employer for the benefits above on a pro-rate basis.

Date:

Signed on behalf of the Employer:

BETWEEN:

MALASPINA UNIVERSITY-COLLEGE

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1858

Tentative Agreement # 26

Article 29 - Employee Benefits

29.01 Pensions

All regular employees, upon commencement of their employment, shall participate in the Municipal Pension Plan in accordance with the Pension (Municipal) Act.

Temporary and casual employees may elect to participate upon commencement of their employment. If enrolled upon commencement of employment, participation is effective on the date of employment. However, late application and enrolment after initially waiving participation will be effective the first day of the first pay period following receipt by the Human Resources Department of the application to enrol.

Enrolment in the Municipal Pension Plan shall be as set out in the Pension (Municipal) Act.

In order to enable employees who qualify according to the Municipal, College or Public Service Pension Act to buy back previous pensionable service, the Employer agrees to provide payroll deduction in an amount suitable to the employee and to provide the administration necessary to enable such buy back.

29.02 Employee Benefits

The liability of the Employer in the provision of benefits under this article is limited to the protection purchased under the terms of the contracts entered into with the carriers.

1) Medical Services Plan

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

- i) Regular full-time (including full-time probationary);
- ii) Regular part-time (including part-time probationary) whose hours are forty (40)-hours per-biweekly or more [effective June 1-2000-thirty-five (35) hours biweekly or more];
- iii) Temporary (including temporary probationary) whose hours are forty (40) hours per biweekly or more and whose appointment is for at least five (5) months.

Premiums are payable in the month of coverage.

The employer will contribute 100% of the premiums.

- 2) <u>Maritime Life- Manulife Financial</u>
 Maritime-Life- Manulife Financial is the benefits carrier which provides extended health benefits and dental coverage.
 - a) <u>Fxlended Health Benefits</u>
 Employees are eligible to join EHB the first of the month following employment providing they are in one of the following categories:
 - i) Regular full-time (including full-time probationary);
 - ii) Regular part-time (including part-time probationary) whose hours are thirty five (35) hours biweekly or more [effective dune-1, 2000, thirty-five-(35) hours biweekly or more];
 - iii) Temporary (including temporary probationary) whose hours are forty (40) hours per blweekly or more and whose appointment is for at least five (6) months.

EHB will include:

- i) Effective-June-1, 2000, uUnlimited lifetime maximum;
- ii) EHB, at 80% reimbursement <u>including hearing aid</u> benefit claims up to a maximum of \$600 every five years, per covered family member.
- VisionCare, at 100% reimbursement up to a maximum of \$250 every two years per covered family member; Vision Exams will be reimbursed a total of seventy-five dollars (\$75) every two (2) years per covered family member.

iv) Emergency Travel Assistance.

The employer will contribute 100% of the premiums.

- b) Dental Benefits
 - Employees are eligible to join the dental plan on the first of the month following one month employment providing they are:
 - i) Regular full-time (including full-time probationary);
 - ii) Regular part-time (including part-time probationary) whose hours are thirty-five (35) hours biweekly or more [effective June-1, 2000, thirty five-(35) hours biweekly or more];
 - iii) Temporary (including temporary probationary) whose hours are forty (40) hours per biweekly or more and whose appointment is for at least five (5) months.

The Dental Plan shall provide coverage including:

- i) 100% of basic diagnostic, preventative, restorative and periodontic services (Plan A); dental recall exams (polishing, application of fluoride and recall) are once every nine months except covered dependent children (up to age 19) and those with dental problems as approved by the Plan.
- ii) 60% of major restorative services such as crowns, bridges, and dentures (Plan B);
- iii) 50% of orthodontia for dependent children (Plan C) to a maximum \$2000 per child.

The employer will contribute 100% of the premiums.

- c) <u>Group Life Insurance/Accidental Death & Dismemberment Insurance</u> Employees are required to join the group insurance program on the first day of the month following one month's employment provided they are:
 - i) Regular or probationary full-time. with a minimum-of eight (8)-months-per-year;

ii) Regular or probationary part-time with a minimum of eight (8) months per year and thirty five (35) hours biweekly [effective June 1, 2000, thirty-five (35) hours biweekly].

The University-College contributes 100% of premiums for life insurance and accidental death and dismemberment insurance.

NOTE: The Life Insurance Program is a single package. The current monthly contributions chart is available upon request to the Human Resources Office.

Employees on leave of absence will be responsible for their own premiums except as otherwise provided in this contract.

d) Long Term Disability Insurance

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

- Regular or probationary full-time with a minimum of eight (8) months per year;
- ii) Regular or probationary part-time with a minimum of eight (8) months per year and forty (40) hours biweekly.

The employer contributes 100% of premiums for long-term disability insurance.

29.03 Continuation of Benefits

1

The Employer agrees to pay, on a twelve (12) month basis, the Employer's share of employee benefits for regular employees whose employment year is not less than 10 months.

29,04 Coverage While on LTD

The University-College will pay its share of premiums for applicable Health and Welfare benefits for employees on Long Term Disability for the first three months of their LTD coverage. Coverage for the Health and Welfare package may be maintained by an employee, subject to the terms and conditions of the applicable Health and Welfare benefit, who has been on long-term disability for greater than three months provided the employee is willing to pay the employer's share of the promiums in addition to the employee's share.

29.05 Absence Without Pay

Coverage for the Health and Welfare package may be maintained by an employee on unassisted leave, subject to the terms and conditions of the applicable Health and Welfare benefit, provided the employee prepays both the employer's and employee's share of the premiums by post-dated cheques or payroll deduction. Any difference

between the prepaid amounts and any increase in the premium costs during the leave will be reimbursed by the employee to the University-College upon termination of the leave.

29.06 -Benefit Improvements

The Parties agree to make adjustments to the health and welfare benefits of the institutions included in this Agreement effective the first-day of the month following ratification:

a) - Extended Health-Benefits

- i) Total lifetime severage level will be unlimited.
- ii) ——Hearing aid benefit claims will be to a maximum of \$600 every five years.

b)-Dental-Plan

Amendment of Plan A that includes revision of dental recall exams (polishing, application of fluoride and recall) to once every-nine months except dependent children (up to age 19) and those with dental problems as approved by the Plantimplementation of this amendment considers that the next-recall will be nine months from the last recall.

c)—Benefit-Entitlement-for-Part time Regular Employees
Part-time employees with regular appointments of at-least 17,5
hours-per week (35-hours bi weekly) will be entitled to group life
insurance, extended health, dental and medical benefits as set
out-in-the-local collective agreement.

This language replaces applicable current, local collective agreement language on benefit entitlement for regular part-time employees including compensation in lieu of health and welfare benefits. Any pro-rata language currently in local collective agreements shall remain in effect. Current triggering provisions in each collective agreement shall remain in effect. This language does not apply to Northern Lights College, Northwest Community College, and Open Learning Agency; which will retain the superior provision:

Date:

Signed on behalf of the Employer:

Signed on behalf of the Union:

Mar. 3 106

BETWEEN:

MALASPINA UNIVERSITY-COLLEGE

AND:

GANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1858
Tentative Agreement #27

23.02 Occupational First-Aid Requirements

f) The employer shall ensure that committee members are adequately trained as required by WorkSafe Regulations.

Date:

Signed on behalf of the Employer:

Signed on behalf of the Union:

Mac 3/06

BETWEEN:

MALASPINA UNIVERSITY-COLLEGE

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1858

Tentative Agreement # 28

20.03 Career Development Funds

a) The University-College shall make an annual commitment of \$10,000 to be administered by the Joint Committee on Education and Training and Development. At the conclusion of each fiscal year an accounting of expenditures will be provided to the Union.

The unspont balance at the end of any fiscal year may be carried forward to the following year, provided the total funds unspent at any time do not exceed \$20,000.

b) In addition to (a) above, Malaspina University-College will contribute \$16,000 to the training fund for the 2006/07 budget year and effective 2007/08 will also contribute, on an ongoing basis. 1% of CUPE payroll gross earnings to the fund.

Date:

Signed on behalf of the Employer:

Signed on behalf of the Union:

BETWEEN:

MALASPINA UNIVERSITY-COLLEGE

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1858

Tentative Agreement #29

Article 19 - Sick Leave

19.01 Sick Leave Entitlement

A temporary, probationary or regular full-time employee, not on leave of absonce or lay-off, shall earn sick leave credits at the rate of ten and one half $(10\frac{1}{2})$ hours for each month of service in which pay was received for at least ten (10) days. Sick leave shall accumulate to a maximum of eight hundred and forty (840) hours.

A temporary, probationary or regular part time employee, not on leave of absence or lay-off, shall be entitled to sick leave credits on a pro rata basis.

Where an employee is absent from work because of illness or injury, the employee shall be entitled to claim sick leave at the regular rate of pay for a maximum period equivalent to the employee's accumulated sick leave credit. In the event an employee requires medical treatment outside of the immediate area, or is referred to a medical specialist or requires medical treatment outside of the immediate area, leave shall be granted under this Article. An employee shall be paid from available sick leave credits for hours the employee had been previously scheduled to work.

Date:

Signed on behalf of the Employer:

Signed on behalf of the Union:

BETWEEN:

MALASPINA UNIVERSITY-COLLEGE

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1858

Tentative Agreement #30

23,03 Occupational First-Ald Requirements

The union and the employer agree that first aid regulations made pursuant to the Worker's Compensation Act shall be fully complied with. Where the employer requires an employee to obtain or renew the employee's survival or occupational first aid certificate, the cost shall be borne by the employer. Employees in designated positions and employees who request to be designated and are approved will be granted time off with pay during normal working hours to renew their certificate. If the course or examinations are held on a non-standard workday for the employee day the employee does not normally work, they will receive a day in lieu time off in lieu, such time to be taken subject to operational requirements as approved by their supervisor, of for the time spent at courses and writing examinations.

Date:

Signed on behalf of the Employer:

Signed on behalf of the Union:

Mar. 3/06

BETWEEN:

MALASPINA UNIVERSITY-COLLEGE

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1858

Tentative Agreement #31

Amend Article14.07 (a) &(b) the reference to the date of ratification and replace with the proper date May 15, 2000. See Art. 14,07 a & b

Date:

Signed on behalf of the Employer:

Signed on behalf of the Union:

BETWEEN:

MALASPINA UNIVERSITY-COLLEGE

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1858

Tentative Agreement #32

13.06 Notification to Employee and Union

Within seven calendar days of the date of appointment to a vacant position within the bargaining unit, the name of the successful applicant shall be <u>conveved</u> sent to each <u>interviewed</u> applicant within the bargaining unit. Upon request, unsuccessful applicants from within the bargaining unit shall be given the reasons why they were unsuccessful. The Union shall be notified of all appointments, hirings, lay-offs, transfers, recalls and termination of employment.

Date:

Signed on behalf of the Employer:

Signed on behalf of the Union;

Mar. 3/06

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TENTATIVE AGREEMENT

BETWEEN:

MALASPINA UNIVERSITY-COLLEGE

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1858

Tentative Agreement #22

Letter of Agreement #4

(Renewed) Between Malaspina University-College And Canadian Union of Public Employees Local 1858 Re: Article 23.03 - Occupational First Aid Requirements

The cost of obtaining first-aid certification shall be paid by the Employer or the Employee as follows:

- When an external applicant (outside of the bargaining unit) applies for (i) a first-aid designated position, the Employer shall pay the costs of certification (tuition and time off);
- When a regular employee applies for a first-aid designated position (ii) and is the successful applicant conditional on achieving first-ald certification, the Employer shall pay one-half (1/2) the tuition costs of certification upon successful completion and shall grant a leave of absence without pay, if necessary;
- When an employee is laid off and exercises bumping rights to a first-(iii) aid designated position, the employee shall pay the cost of certification (tuition and time off);
- When the Employer designates an employee's position as requiring (iv) first-aid certification, the Employer shall pay the cost of certification (tuition and time off).

Signed this 2 day of February, 1999.

Date:

Signed on behalf of the Employer:

Signed on behalf of the Union:

Mar. 2/06

BETWEEN:

MALASPINA UNIVERSITY-COLLEGE

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1858

Tentative Agreement #33

14.03 Flexible Work Schedule

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

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

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

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

Date:

Signed on behalf of the Employer:

Signed on behalf of the Union:

Mar. 3/06

BETWEEN:

MALASPINA UNIVERSITY-COLLEGE

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1858

Tentative Agreement #34

12.04 Employer Commitments

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

Subject to budgelary 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 institutions the employer to communicate effectively with their 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.

12.05 Menu of Labour Adjustment Strategies

To minimize layoffs, the committee will consider the following menu strategies of labour-force-adjustment-strategies-will-be-considered and whenever reasonably possible, subject to Article 12.03 offered:

- Job sharing.
- Reduced hours of work through partial leaves.
- Transfers to other areas within the bargaining unit subject to available work and meeting qualifications, with minimal training required.
- Paid and unpaid leaves of absence for use to seek alternate employment, retirement adjustment, retraining, etc.

BETWEEN:

MALASPINA UNIVERSITY-COLLEGE

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1858 Tentative Agreement #35

LETTER OF AGREEMENT #1

Ro: Article 14.04 Additional Hours for Regular Part-time Employees and Article 15.04 Short Change Over

The parties agree that short change over premium pay under Articles 14.04 and 15.04 will nut apply to regular part-time, temporary, and casual employees working in the Fond Services Department.

Date:

Signed on behalf of the Employer:

Signed on behalf of the Union:

BETWEEN:

MALASPINA UNIVERSITY-COLLEGE

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1858

Tentative Agreement #36

Article 19 - Sick Leave

19.03 (New) Bonus Sick Leave Entitlement for Long Service Employees

Effective April 1, 2006, the employer agrees to establish a bonus bank of thirty five (35) hours annually. This bank will be available to regular employees who have reached 20 years of continuous service or more and have 840 hours entitlement under Article 19.02. Once an employee becomes entitled to this bank their entitlement will continue for the duration of their continuous service. Hours in this bank are not eligible for the payout under Article 19.06.

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

Renumber all subsequent articles. 19.03 - 19.11

19.06-7 Payment for Accrued Sick Leave on Termination or Retirement Agree to following Amendments as follows:

An employee having accrued sick leave to their credit shall:

a) On termination, receive a salary grant of 50% of such credit up to a maximum of 420 hours at the rate of pay effective at the termination date provided the employee has completed three (3) years of service; or

b) On retirement receive a salary grant equal to 100% of such credit up to a maximum of 840 hours at the current rate of pay effective at the retirement day. This benefit is only available to employees aged fifty—five (55) or older.

Date:

Signed on behalf of the Employer:

Signed on behalf of the Union:

Mar.3/26

BETWEEN:

MALASPINA UNIVERSITY-COLLEGE

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1858

Tentative Agreement #37

LETTER OF AGREEMENT #6

Between

MALASPINA UNIVERSITY-COLLEGE

And

C.U.P.E. Local 1858

Renew

Call Out for Snow Removal

Further to October 6th, 2000 correspondence from the Director, Facilities Services & Campus Development regarding call out for Snow Removal, this agreement is intended to be responsive to concerns expressed by the Union at the Labour Management Committee meeting November 22nd, 2000 with regards to the disruption to personal lives inherent in unscheduled call out assignments (Article 16.11), including receipt of call out notice and all other associated inconvenience.

Additional compensation for all eligible employees who report at the appointed start time shall be one hour at the basic regular rate in addition to the call-out shift rate for each day of unscheduled call-out for snow removal. Such compensation is to be claimed by the employee on the time sheet reporting the call out.

Telephone notification of any unscheduled call in for snow removal will normally commence no earlier than 3:00 a.m. for a 4:00 a.m. start time.

Signed this 18 day of January, 2001

Date:

Signed on behalf of the Employer;

Signed on behalf of the Union:

Mar. 3/06

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BETWEEN:

MALASPINA UNIVERSITY-COLLEGE

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1858

Tentative Agreement #38

Letter of Agreement #5

Pilot to Temporarily Increase the Standard Work Week

The parties agree to develop a proposal for approval by their respective parties in accordance with the government's 2006 Framework. The proposal particulars are as follows:

langage in a pilot project in Facilities Services and Campus Development to determine the value of increasing the Standard Work day stated in Article 14.01 and 14.02 from seven (7) hours per day up to and including eight (8) or from thirty-five (35) hours per week up to and including forty (40) hours per week. A joint union-management committee will

- Develop the criteria for selecting departments/units;
- Ensure no layoffs under Article 12 will occur as a consequence of the pilot project;
- Ensure that the pilot project will not involve the transferring of funds from another budget where that will result in a reduction of hours to any temporary and regular employees;
- Dotermine the criteria and methods for evaluating the project including assessing costs, impact on employee morale, service and productivity;
- Prepare a final report on the pilot project for the parties.

The Committee shall select up to four departments/units, of which at least one must be a non-revenue generating/dependent department. Once the departments/units are selected; https://dependent-departments/units.are selected; Tho duration of the pilot project shall be eighteen (18) consecutive months.

At the commencement of the pilot, employees in the pilot will have the option to increase their hours or stay at their current hours per week or hours per day. Participating employees will also have a one-time option to opt out of the pilot with one month's notice and remain at thirty-five (35) hours per week or seven (7) hours per day.

BETWEEN:

MALASPINA UNIVERSITY-COLLEGE

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1858

Tentative Agreement # 39

Article 13 – Promotions and Staff Changes
Amend to delete first paragraph and replace as follows:

13.03 No Outside Advertising and Internal Applicants

The employer will not make any information about external applicants available to the hiring committee, nor will any external applicants be considered until the applications of internal applicants have been thoroughly processed and no qualified applicant as per Article 13.04 is found. No applications received as a result of outside advertisement for any vacancy shall be considered until applications of internal applicants have been thoroughly processed and no competent applicant found.

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

Date:

Signed on behalf of the Employer:

Signed on behalf of the Union:

Mar. 3/06

BETWEEN:

MALASPINA UNIVERSITY-COLLEGE

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1858

Tentative Agreement #40

Definitions

Amend to read:

a) Regular Employee

An employee who has:

(i) completed the probationary period in a regular position; or

(ii) who has served as a temperary employee who has served twelve (12) continuous months in a single temporary position; or

(iii) served sixteen (16) out of twenty four (24) months in temporary appointments.

b) Probationary Employee

No change

c) Temporary Employee

A person An employee who is hired to fill a specific work requirement which is anticipated to be of limited duration and who is not a casual or regular employee.

d) Casual Employee

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

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

e) Temporary Positions

When an assignment is expected to be longer than thirty (30) assigned days of work a temporary position will be created and will be posted as per Article 13,01 unless such posting is waived by mutual agreement by the parties. These positions may have fixed or variable hours per week. Where the appointment is variable in hours it will not be scheduled for less than five (5) hours in a week but may include weeks when no work is scheduled, as indicated in the job posting.

f) Mutual Agreement

No change

Article 12 - Lay-Off and Recall

A reduction in work opportunity of the individual employee's regular schedule, as designated in the current job posting/ appointment form, will constitute a lay-off. The expiry of a temporary position does not constitute a layoff except that when a regular employee is in a temporary position that is reduced in hours or the appointment ends 12.01 (e), (h), (i), (i), (k) and 12.02 Recall shall apply.

Date:

Signed on behalf of the Employer:

Signed on behalf of the Union:

BETWEEN:

MALASPINA UNIVERSITY-COLLEGE

AND:

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CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1858

Tentative Agreement #41

LETTER OF AGREEMENT #3 Between

MALASPINA UNIVERSITY-COLLEGE

And

C.U.P.E. Local 1858

New

Implementation of Joint Job Evaluation Recommendations

Upon approval of the recommendations arising from the 2004 -2006 Letter of Agreement# 3 the parties agree to establish an oversight committee consisting of four members, two appointed by each parties. The committee will be responsible for overseeing the implementation of the process. A facilitator will be provided by the employer to manage the introduction of the new process to CUPE employees. The final implementation plan must be cost neutral. Any disputes arising out of the implementation plan will be dealt with through the labor management committee.

Any new or amended job evaluations that arise through this process will be rated by the Joint Job Evaluation (JJE) Committee as per normal practice.

Any disputes regarding a rating will be through the normal appeal process in the JJE plan.

Date:

Signed on behalf of the Employer:

Signed on behalf of the Union:

Mar 3/06

BETWEEN:

MALASPINA UNIVERSITY-COLLEGE

AND:

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 1858

Tentative Agreement #34

12.04 **Employer Commitments**

It is agreed that the institution 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 institutions the employer to communicate effectively with their 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.

12.05 Menu of Labour Adjustment Strategies

To minimize layoffs, the committee will consider the following menu strategies of labour force adjustment strategies will be considered and whenever reasonably possible, subject to Article 12.03 offered:

- Job sharing.
- Reduced hours of work through partial leaves.
- · Transfers to other areas within the bargaining unit subject to available work and meeting qualifications, with minimal training
- Paid and unpaid leaves of absence for use to seek alternate employment, retirement adjustment, retraining, etc.

- Voluntary severance.
- Purchasing past pensionable service. If permissible the employer
 will match a minimum of three years' contributions to the
 appropriate pension plan (Gollege-Pension Plan, Municipal Pension
 Plan or Public-Service-Pension-Plan) where an employee opts for
 early retirement.
- Early retirement incentives.
- · Agreed secondment.
- · Retraining.
- Trial retirement.
- · Continuation of health and welfare benefits.
- Combinations and variations of the above or other alternatives.

12,06 Layoffs May Occur

Once strategies other than layoff have been explored, the institution employer may proceed, if need be, to layoffs. For those affected by layoff the provisions of the collective agreement will apply and the system-wide Electronic Registry of Laid off Employees will be available.

Date:

Signed on behalf of the Employer:

Signed on behalf of the Union:

Mar. 3/06

COMPENSATION TEMPLATE FOR SUPPORT STAFF BARGAINING

TERM OF AGREEMENT

The term of the BCGEU and CUPE Agreements shall be from July 1, 2006 to June 30, 2010.

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

BASE WAGE INCREASE

All wage scales in the BCGEU and CUPE Agreements shall be increased by the following percentages effective the dates indicated:

July 1, 2006	2.1 %
July 1, 2007	2.1 %
July 1, 2008	2.1 %
July 1, 2009	2.1 %

This base wage increase shall apply to all employees who are members of the bargaining unit.

INCENTIVE PAYMENT

Each member of the bargaining unit employed by the institution on the eligibility date as specified below shall receive an incentive one-time payment if the unit's Memorandum of Agreement is signed by the union and the employer by June 30, 2006.

The eligibility date for the incentive payment is either:

- May 31, 2006 if the parties have ratified their 2006-2010 Collective Agreement by that date, or
- The date of ratification of the parties' 2006-2010 Collective Agreement, and in no event later than June 30, 2006.

The incentive payment shall be \$4,050 for each full-time equivalent employee and shall be pro-rated for part-time employees. For the purpose of the determination of the amount of the incentive payment, a full-time equivalent employee is a regular or non-regular employee who worked on a full-time basis for the twelve (12)-month period ending on the incentive eligibility date. The incentive payment 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 incentive payment:

- maternity or parental
- short-term disability
- long-term disability that commenced within the twelve (12)-month period ending on the incentive eligibility date.

The incentive payment shall be paid to employees as soon after the date of ratification as is practicable for the institution to determine and pay the payment amounts to employees. The employer shall make every reasonable effort to make the incentive payment to employees no later than June 30, 2006.

LABOUR MARKET ADJUSTMENT

Each Agreement shall include a Letter of Agreement that provides for the employer and union to agree on a Support Staff Labour Market Adjustment Plan subject to the conditions set out in the Letter of Agreement. The Plan will be funded by an amount equal to 0.1% of the annual support staff compensation of the bargaining unit for each year as follows:

July 1, 2006	0.1 %
July 1, 2007	0.1 %
July 1, 2008	0.1 %
July 1, 2009	0.1 %

The Letter of Agreement on labour market adjustment shall be as set out in Appendix A.

FISCAL DIVIDEND

Each Agreement shall include a Letter of Agreement for a Fiscal Dividend Bonus as set out in Appendix B.

JOINT EARLY INTERVENTION SYSTEM FOR EMPLOYEES ON SICK LEAVE OR DISABILITY

Each Agreement shall include a Letter of Agreement for a joint early intervention system for employees on sick leave or disability as set out in Appendix C.

STATUS OF TEMPLATE IN LOCAL BARGAINING

This template records the parties' agreement on all compensation matters in the collective bargaining settlements for each set of local parties except to the extent that local parties have compensation matters outstanding for the period prior to July 1, 2006.

The elements and language of this template will be included in the memorandum of agreement for each set of local parties.

Local parties may agree as part of their settlement that a portion of any one or more of the four annual base wage increases, up to a maximum of 0.25% of the bargaining unit's total base wage compensation in any one year, may be applied to local compensation matters. In that event the percentage base wage increase for the year(s) in question shall be reduced by the percentage of compensation applied to local compensation matters. If by May 31, 2006 the local parties have not reached agreement on the matter of applying a portion of annual wage increase(s) to local compensation matters, then the wage increase provided for under "Base Wage Increase" above shall apply.

3

APPENDIX A

LETTER OF AGREEMENT

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.

- 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.

APPENDIX B

LETTER OF AGREEMENT 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 \$150 million, 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 \$150 million.
 - ii. Only final surplus monies in excess of \$150 million 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 \$300 million.
 - 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., 100% of the Fund will be available if 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 pro-rated 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:

- o maternity or parental
- o short-term disability
- o 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.

APPENDIX C

LETTER OF AGREEMENT 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.

The undersigned parties agree to recommend this support staff template agreement to their respective principals for inclusion in their local bargaining settlements for their 2006-2010 collective agreements.

Signed by the Parties at Burnaby, British Columbia on May 9, 2006

For the Employers:

For the Unions:

John Waters, Chair

Henny Hanegraaf/Staff Representative, BCGEU

David Shepherdson, CEO, PSEA

Ian McLean, Staff Representative, GUPE