

MEMORANDUM OF AGREEMENT

Between the

Vancouver Island University

(Hereinafter called "the Employer")

And the

CUPE Local 1858

(Hereinafter called "the union")

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

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE CUPE1858 (hereinafter called "the union" AGREE TO RECOMMEND TO THE UNION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING JULY 1, 2010 AND ENDING JUNE 30, 2014 (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 5, 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. **Housekeeping**

Delete Appendix A – Incentive Payment which was agreed to in the 2006 round of bargaining.

4. **Appendix "A"**

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

5. **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).


6. **Ratification**


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

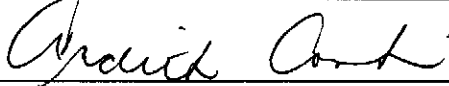
This Memorandum of Agreement is also subject to ratification by the Post-Secondary Employers' Association Board of Directors.

Signed this 6 day of December, 2012.

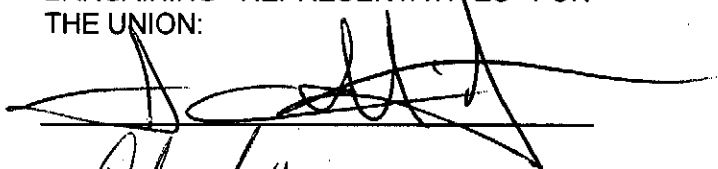
BARGAINING REPRESENTATIVES FOR
THE EMPLOYER:









BARGAINING REPRESENTATIVES FOR
THE UNION:







Housekeeping

Name change to Vancouver Island University.

References of Malaspina or college changed to Vancouver Island University or university throughout.

8.01 which → whom

12.02 under BUMPING: year, therefore → year; therefore

12.02 (recall) and 13.01 <http://www.mala.ca> → www.viu.ca

18.03 carry over → carry-over

23.02 committee, shall → committee shall

28.01 employees choice → employee's choice

28.04 a) (iii) not withstanding → notwithstanding

36.05 (b) in accordance with it's relocation → in accordance with its relocation

LOU #3 mange → manage *delete*

Agreed to March 23, 2011


Preben Skovgaard, HR Resource Manager
for the Employer


Tara Mitchell, President – CUPE Local 1858
for the Union


Rob Campbell, Bargaining Committee – CUPE Local 1858
for the Union

Date: *16.*
May 17, 2011

1.05 DEFINITIONS

a) Regular Employee

An employee who has:

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

An employee who is serving a probationary period in a regular position to determine suitability as a regular employee.

c) Temporary Employee

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

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

Except as provided in Articles 19.12 and 21.06(d), temporary positions will be converted to regular status:

- i) When a temporary position is funded by monies not in the base budget, the position will be converted to regular if it is thirty-five (35) hours biweekly or greater and is continued beyond sixteen (16) months in a twenty-four (24) month period and where there is an expectation the position will continue or does continue into the third year.
- ii) Positions in the base budget will be converted to regular if continued beyond twelve (12) months in an eighteen (18) month period.

Accrual of time for the purpose of regularization of a position will commence April 1, 1998.

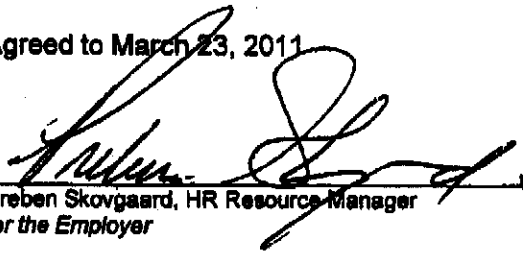
When temporary positions are funded by monies not in the base budget, postings and appointments will so stipulate.

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

Mutual agreement shall be defined as agreement between the Employer and the Union, unless otherwise stated. Agreement shall be communicated between the Union President, or designate, and the Director of Human Resources, or designate, normally within a twenty-four (24) hour period.

Agreed to March 23, 2011


Preben Skovgaard, HR Resource Manager
for the Employer


Tara Mitchell, President - CUPE Local 1858
for the Union


Rob Campbell, Bargaining Committee - CUPE Local 1858
for the Union

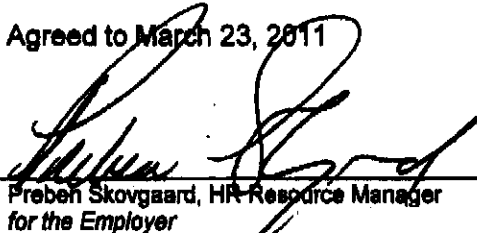
Date: May 17. 2011.

2.01 BARGAINING UNIT DEFINED

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

- a) The question of inclusion or exclusion of a new position created by the Employer will be negotiated with the Union prior to any posting of the position. In the event the local parties cannot agree, the question of inclusion or exclusion may be referred to the relevant labour relations legislation. Where the local parties fail to agree and pending a decision from the relevant body administering the labour relations legislation, the position may be filled and worked. The Employer will provide the Union with a copy of the organizational chart for the immediate branch or program where the position is located, a copy of the position's job description and a copy of the job description for the position which supervises the position in question
- b) If an existing position is changed, such that the Union has concerns about its status, the information as described in a) above will be supplied upon request. In the event the local parties cannot agree, the question of inclusion or exclusion may be referred to the relevant labour relations legislation. Where the local parties fail to agree and pending a decision from the relevant body administering the labour relations legislation, the position may be filled and worked in the jurisdiction in which the position is currently contained.
- c) Upon request, the Employer will provide to the Union, a list of all excluded positions.

Agreed to March 23, 2011


Preben Skovgaard, HR Resource Manager
for the Employer


Rob Mitchell, President - CUPE Local 1858
for the Union


Rob Campbell, Bargaining Committee - CUPE Local 1858
for the Union

Date: May 17, 2011

18.04 WAR SERVICE

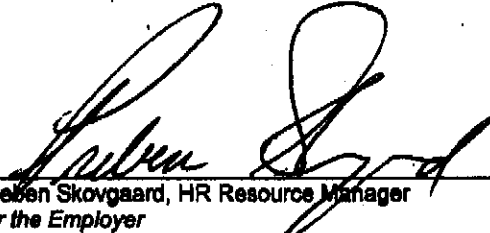
Service with the Active Forces of the Crown during any war may be counted in the calculation for vacation leave entitlement AFTER the employee has completed one (1) years service with the Employer. This regulation applies solely to those who served as members of the Commonwealth Canadian Armed Forces.

~~Duration of Wars (recognized dates)~~

~~The recognized dates of duration of the following war are:~~

- ~~• Korean Conflict From Aug. 7, 1950 to July 27, 1953~~

Discharge certificates must be presented before War Service is recognized.


Preben Skovgaard, HR Resource Manager
for the Employer


Tara Mitchell, President - CUPE Local 1858
for the Union


Rob Campbell, Bargaining Committee - CUPE Local 1858
for the Union

Date: May 13, 11

20.02 COMMITTEE ON EDUCATION AND TRAINING

The joint University-College/Union Committee comprised of two (2) CUPE representatives and two (2) management representatives will meet at the call of either party to coordinate staff development initiatives at the University-College.


- a) It is mutually agreed training on all new equipment and procedures will be provided by the University-College to persons directly involved and using equipment and procedures.
- b) Course Leave: An employee shall be granted leave with pay to take courses at the request of the employer. When such leave is granted the employer shall bear the full cost of the course including tuition, entrance or registration fees, laboratory fees, and course required books. The employer shall also reimburse the employee for travelling, subsistence and other legitimate expenses where applicable.

An employee may also initiate a request which shall be subject to approval of the Employer. The Employer may elect to pay all or a portion of an employee initiated request. **Approval to attend shall not be unreasonably withheld.**

- c) The University-College will provide the Committee with information on University-College courses available to staff four (4) weeks ahead of the earliest identified course dates.
- d) The Committee will ensure that the CUPE Employee Training Opportunity Flyer is adequately circulated to staff.
- e) Employees shall continue at their regular rate of pay and with no loss of seniority during training.
- f) It is understood that the supervisor approves employees for short courses.


Preben Skovgaard, HR Resource Manager
for the Employer


Tara Mitchell, President - CUPE Local 1858
for the Union


Rob Campbell, Bargaining Committee - CUPE Local 1858
for the Union

Date: _____

May 17-11

20.03 CAREER DEVELOPMENT FUNDS

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

The unspent 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 twenty thousand dollars (\$20,000).

- b) In addition to (a) above, ~~Malaspina University-College~~ **Vancouver Island University** will contribute sixteen thousand dollars (\$16,000) to the training fund for the 2006/07 budget year and effective 2007/08 will also contribute, on an ongoing basis, one percent (1%) of CUPE payroll gross earnings to the fund.
- c) The Committee shall operate as follows:
- i) The Committee shall report in writing to the parties in January and May.
 - ii) All decisions of the Committee shall be by consensus.
 - iii) Expenditures made from the funds shall be approved by the Committee prior to implementation. Cost center reports shall be provided to the Committee members monthly.
 - iv) Courses paid for by the fund shall be attended by CUPE members first. Approval to attend shall not be unreasonably withheld. In the event vacancies are available after CUPE registrations close, other ~~Malaspina University-College~~ **Vancouver Island University** employees may attend providing they pay fees set by the Committee.
 - v) The Employer shall pay all fees and expenses for courses requested by the employer.


Preben Skovgaard, HR Resource Manager
for the Employer


Tara Milicich, President - CUPE Local 1858
for the Union


Rob Campbell, Bargaining Committee - CUPE Local 1858
for the Union

Date: May 17/11

LETTER OF AGREEMENT # _____

BETWEEN

VANCOUVER ISLAND UNIVERSITY

AND

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL NO.1858

Re: Respectful Workplace Joint Committee

The parties agree to establish a joint committee consisting of six (6) members, three (3) appointed by each party. The committee will be responsible for developing Respectful Workplace language to form Article 2.11 of the collective agreement.

The Respectful Workplace language will include a dispute resolution mechanism and a reporting mechanism.

The committee will present Respectful Workplace language to the parties for ratification within two months of the date of this letter.


Preben Skovgaard, HR Resource Manager
for the Employer


Earl Mitchell, President - CUPE Local 1858
for the Union


Rob Campbell, Bargaining Committee - CUPE Local 1858
for the Union

Date: Nov 15, 1998

20.04 PERSONAL DEVELOPMENT

a) Enrolling in Credit Courses

University-College employees, who have a regular or current temporary appointment, may register in University-College courses 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 Policy 33.01 and related procedures)

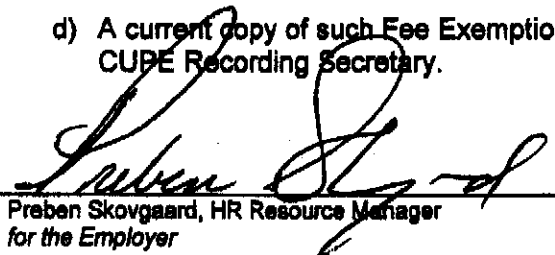
b) Enrolling in Continuing Education Courses


Eligible University-College employees - defined as an individual who is employed by ~~Malaspina University-College Vancouver Island University~~ for a minimum of three (3) months and only during the period of employment, or as determined on an individual basis by a long term Continuing Education instructor - will be allowed to 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.

c) Prior to enrolling in credit courses at ~~Malaspina University-College Vancouver Island University~~ which may conflict with work schedules, employees will require the approval of their administrative supervisor(s). Subject to operational needs the employees may rearrange their work schedule to enable them to attend such courses during their normal working hours, providing this results in no additional cost to the employer.

The employee shall initiate the request with their direct supervisor. Approval to attend shall not be unreasonably withheld.

d) A current copy of such Fee Exemption procedures relevant to Article 20.04 will be sent to the CUPE Recording Secretary.


Preben Skovgaard, HR Resource Manager
for the Employer


Tara Mitchell, President - CUPE Local 1858
for the Union


Rob Campbell, Bargaining Committee - CUPE Local 1858
for the Union

Date: May 15-11

T-1 _____
Cross Reference to E-1

**Tentative Agreement
Between
Vancouver Island University
and
CUPE Local 1858**

Tentative Agreement #1


Amended Article(s)

Housekeeping

Throughout the Collective Agreement, replace "Director of Human Resources" with "Executive Director, Human Resources or designate."



**Peter Sanderson, Bargaining Chair
Vancouver Island University**



**Tara Mitchell, President, CUPE Local 1858
for the Union**



**Rob Campbell, Bargaining Committee, CUPE Local 1858
for the Union**

Date: April 20 2022

T-7 _____
Cross Reference to E-7

**Tentative Agreement
Between
Vancouver Island University
and
CUPE Local 1858**

Tentative Agreement #7

Amended Article(s)

14.04 (b) and (c) Hours of Work – Additional Hours for Regular Part-Time Employees

(b) - change the review period from 9 months to 12 months.

(c) - change the existing language from "Information in December of each year so the Union has time to review the information before the January meeting."

to

"Information in November of each year so the Union has time to review the information before the February meeting."



Peter Sanderson, Bargaining Chair
Vancouver Island University



Tara Mitchell, President, CUPE Local 1858
for the Union



Rob Campbell, Bargaining Committee, CUPE Local 1858
for the Union

Date: April 2012

T-10 _____
Cross Reference to E-10

**Tentative Agreement
Between
Vancouver Island University
and
CUPE Local 1858**

Tentative Agreement #10

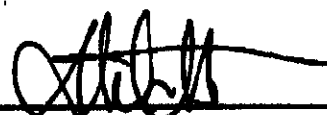
Letter of Agreement #1

Re: Article 14.04 Additional Hours for Regular Part-time Employees and Article 15.04 Short Changes Over

LOA #1 should be renewed.



**Peter Sanderson, Bargaining Chair
Vancouver Island University**



**Tara Mitchell, President, CUPE Local 1858
for the Union**



**Rob Campbell, Bargaining Committee, CUPE Local 1858
for the Union**

Date: Apr 20, 2012

**Tentative Agreement
Between
Vancouver Island University
and
CUPE Local 1858**

Tentative Agreement #13


Letter of Agreement #3

Implementation of Joint Job Evaluation Recommendations

Parties agreed that LOA #3 should be deleted.



**Peter Sanderson, Bargaining Chair
Vancouver Island University**



**Tara Mitchell, President, CUPE Local 1858
for the Union**



**Rob Campbell, Bargaining Committee, CUPE Local 1858
for the Union**

Date: April 20, 2012

T-14 _____
Cross Reference to E-14

**Tentative Agreement
Between
Vancouver Island University
and
CUPE Local 1858**

Tentative Agreement #14


Letter of Agreement #5

Pilot to Temporarily Increase the Standard Work Week

LOA #5 should be deleted unless negotiated for renewal by either party.



**Peter Sanderson, Bargaining Chair
Vancouver Island University**



**Tara Mitchell, President, CUPE Local 1858
for the Union**



**Rob Campbell, Bargaining Committee, CUPE Local 1858
for the Union**

Date: April 20 2012

T-15 _____
Cross Reference to E-15

**Tentative Agreement
Between
Vancouver Island University
and
CUPE Local 1858**

Tentative Agreement #15

Letter of Agreement #6

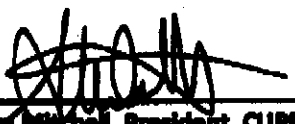
Call Out for Snow Removal

LOA #6 is an issue for discussion.

Parties agree to this LoA being deleted as the content is covered in the Collective Agreement.
Article 28.10 to be renamed "Weather Closure/Snow and Ice Removal."



Peter Sanderson, Bargaining Chair
Vancouver Island University



Tara Mitchell, President, CUPE Local 1858
for the Union



Rob Campbell, Bargaining Committee, CUPE Local 1858
for the Union

Date: April 20, 2012

T-18 _____
Cross Reference to E-18

**Tentative Agreement
Between
Vancouver Island University
and
CUPE Local 1858**

Tentative Agreement #18

Letter of Agreement #9


Fiscal Dividend

LOA #9 should be deleted.

Parties agreed to delete this Letter of Agreement.



**Peter Sanderson, Bargaining Chair
Vancouver Island University**



**Tara Mitchell, President, CUPE Local 1858
for the Union**



**Rob Campbell, Bargaining Committee, CUPE Local 1858
for the Union**

Date: April 20, 2012

**Tentative Agreement
Between
Vancouver Island University
and
CUPE Local 1858**

Tentative Agreement #19

Letter of Understanding

The parties agree to implement, on a trial basis, an expedited arbitration process as set out below. Either party may cancel the trial period at any time with three months notice during the term of this agreement or a subsequent agreement. Should notice to cancel be served any issue previously referred to expedited arbitration will proceed.

Expedited Arbitration Process

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

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

Procedures

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

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

Neither party shall appeal the decision of the an expedited arbitration.

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

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

Any time up to thirty calendar days from the date of a mutual referral to expedited arbitration either party may remove a matter from the expedited arbitration process and forward the matter through the arbitration process established pursuant to Article 9. In such an event, time limits shall not act as a bar to the grievance proceeding to arbitration, but either part is free to argue any prejudice caused by the delay. In addition the party removing the matter from expedited arbitration is responsible for any cancellation and other fees charged by the arbitrator appointed under the expedited process.


Peter Sanderson, Bargaining Chair
Vancouver Island University


Tara Mitchell, President, CUPE Local 1858
for the Union.


Rob Campbell, Bargaining Committee, CUPE Local 1858
for the Union

Date: April 29, 2012

**Tentative Agreement
Between
Vancouver Island University
and
CUPE Local 1858**

Tentative Agreement #20

Appendix D - Post Secondary Employers Association

Registry Form 001

0. (For PSEA use only:)

1. College/Institute/Agency of Origin

2. Registrant:

3. Start Date:

4. Previous Position Held:

5. Current Position Held:

6. Date of Layoff Notice:

7. Date of Availability:

8. Registrant Electronic Resumé available at:

College/Institute/Agency Personnel Contact Person:

College Personnel Contact Phone Number:

Bargaining Unit Chairperson/Local President

Bargaining Unit Chairperson/Local President Phone Number:

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

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

Signature of Registrant:

Date:

Both parties agreed to renew Appendix D – Post Secondary Employers Association

Agreed to February 14, 2012



Peter Sanderson, Bargaining Chair
Vancouver Island University



Tara Mitchell, President, CUPE Local 1858
for the Union



Rob Campbell, Bargaining Committee, CUPE Local 1858
for the Union

Date:

Feb. 14 2012

Time:

2:30 PM

T-21 _____

**Between
Vancouver Island University
and
CUPE Local 1858**

Tentative Agreement #21

Letter of Agreement #2

Milner Gardens and Woodland

**(Renewed)
Milner Gardens Employees**

In order to include the employees at Milner Gardens and Woodland in the Vancouver Island University 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 Vancouver Island University and shall be included under the trade union certification held by CUPE Local 1858.
2. The collective agreement between Vancouver Island University and CUPE Local 1858 shall apply to Milner Gardens and Woodland employees with exceptions or amendments as listed in this agreement.
3. Employees will be required to rotate shifts (maximum frequency of one (1) weekend in four (4)) in order to provide Duty Person coverage on Saturdays, and Sundays. Any short shift premium will be waived for this.
4. The current and future use of volunteer labour, paid and unpaid student work experience, and externally funded employment opportunities at Milner 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.

Signed this 14 day of February, 2012

Signed this 2 day of March, 2006


Signed this 15 day of November, 2002.

Both parties agreed to renew Letter of Agreement #2 with housekeeping change to Vancouver Island University as relevant.

Agreed to February 14, 2012



Peter Sanderson, Bargaining Chair
Vancouver Island University



Tara Mitchell, President, CUPE Local 1858
for the Union



Rob Campbell, Bargaining Committee, CUPE Local 1858
for the Union

Date: Feb. 14 2012

Time: 2:30 PM

**Between
Vancouver Island University
and
CUPE Local 1838**

Tentative Agreement #22

Letter of Agreement #4

**(Renewed) Between
Vancouver Island University And
Canadian Union of Public Employees Local 1838
Re: Article 23.83 - 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 Employee 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 first-aid designated position, the employee shall pay the cost of certification (tuition and time off);**
- (iv) When the Employer designates an employee's position as requiring first-aid certification, the Employer shall pay the cost of certification (tuition and time off).**

Signed this 14th day of February, 2012

Signed this 2nd day of March, 2006

Signed this 2 day of February, 1999.

Both parties agreed to renew Letter of Agreement #4 with housekeeping change to Vancouver Island University as relevant.

Agreed to February 14, 2012


Peter Sanderson, Bargaining Chair
Vancouver Island University


Tina Mitchell, President, CUPE Local 1858
for the Union


Rob Campbell, Bargaining Committee, CUPE Local 1858
for the Union

Date: Feb. 14 2012
Time: 2:30 PM

Between
Vancouver Island University
and
CUPE Local 1858

Tentative Agreement #23

Article 13.01 Job Posting

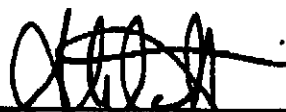
When a vacancy occurs or a new position is created inside the bargaining unit, notice shall be posted on Bulletin Boards in the Job Posting bulletin, and on the Internet (<http://www.viu.ca>) for a minimum of seven (7) days, so that all members will be informed of the vacancy or new position.

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

A vacancy specified as a thirty (30) assigned days of work or less is not subject to posting. No extensions shall be granted.



Peter Sanderson, Bargaining Chair
Vancouver Island University



Tara Mitchell, President, CUPE Local 1858
for the Union



Rob Campbell, Bargaining Committee, CUPE Local 1858
for the Union

Date: April 2, 2012

Between
Vancouver Island University
and
CUPE Local 1858

Tentative Agreement #24

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 a 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 (1/5) of the employee's basic weekly hours of work (if on a five (5) 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 (1 1/2). In any event, the accumulated hours shall be assigned off within twelve (12) 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

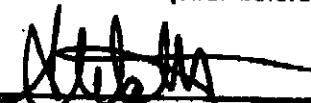
Gym Attendant

Educational Planner/Duncan and Powell River

Special Events Coordinator – Development and Alumni.

When circumstances require the creation or designation of additional self-assigning positions the mutual agreement of the affected employees, the union and management will be required before implementation.


Peter Sanderson, Bargaining Chair
Vancouver Island University


Tara Mitchell, President, CUPE Local 1858
for the Union


Rob Campbell, Bargaining Committee, CUPE Local 1858
for the Union

Date: April 20 2012

Between
Vancouver Island University
and
CUPE Local 1858

Tentative Agreement #25

21.02 Special Leave

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


(sections (a) through (g) inclusive no change)

h) Attend funeral as a mourner.

up to seven (7) hours per year for full time employees and pro-rated for part-time employees based on the employee's appointment.



Peter Sanderson, Bargaining Chair
Vancouver Island University



Tara Mitchell, President, CUPE Local 1858
for the Union



Rob Campbell, Bargaining Committee, CUPE Local 1858
for the Union

Date: Feb. 14 2012

Time: 2:30 PM

Between
Vancouver Island University
and
CUPE Local 1858

Tentative Agreement #26

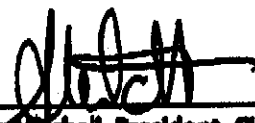
Appendix B – Violence in the Workplace

Letter of Agreement

During the term of this Agreement, the parties agree to develop and implement, through joint Occupational Health and Safety Committee consultation, with the assistance of the University Occupational Health and Safety Coordinator, policies and procedures regarding violence in the workplace. Such policies and procedures shall be consistent with the provisions of the Worksafe BC Regulations.



Peter Sanderson, Bargaining Chair
Vancouver Island University



Tara Mitchell, President, CUPE Local 1858
for the Union



Rob Campbell, Bargaining Committee, CUPE Local 1858
for the Union

Date: April 26, 2012


Between
Vancouver Island University
and
CUPE Local 1858

Tentative Agreement #28

Article 21.06 (c) Internal Leave

A regular employee may, with approval of the ~~Executive~~ 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. Normally such leave shall not exceed one (1) year. Upon completion of the leave the employee will return to the original position. Normally sixteen (16) months of employment must elapse between such leaves.


Peter Sanderson, Bargaining Chair
Vancouver Island University


Tara Mitchell, President, CUPE Local 1858
for the Union


Rob Campbell, Bargaining Committee, CUPE Local 1858
for the Union

Date: April 20 2013

**Tentative Agreement
Between
Vancouver Island University
and
CUPE Local 1858**

Tentative Agreement #29


Letter of Agreement #10

Joint Early Intervention System for Employees on Sick Leave or Disability

Parties agreed that LOA #10 should be deleted.



Peter Sanderson, Bargaining Chair
Vancouver Island University



Tara Ritchie, President, CUPE Local 1858
for the Union



Rob Campbell, Bargaining Committee, CUPE Local 1858
for the Union

Date: April 20 2012

T 30

Date: 6 Dec 2012

Tentative Agreement
Between
Vancouver Island University
and
CUPE Local 1858

Tentative Agreement #30

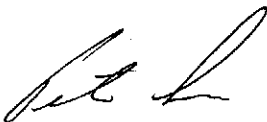

Amended Article(s) 25

Article 25 – Technological Change

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

Where an employee is unable to perform their job after receiving training, they will be laid off in accordance with Article 12 except that there will be no requirement for additional notice or pay in lieu of notice (severance pay).

An employee who is otherwise laid-off due to technological change, and training is not provided, will be provided the same layoff and recall rights as provided to employees under Article 12.

 Peter Sanderson, Bargaining Chair Vancouver Island University:	 Deborah Hopper, President, CUPE Local 1858 for the Union:
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Dated this 6 day of Dec, 2012.

T- 31

Date: 6 Dec 2012

Tentative Agreement
Between
Vancouver Island University
and
CUPE Local 1858

Tentative Agreement # 31



Amended Article(s) 19.11

Employer Proposal – Amended

Article 19.11 – Employee and Family Assistance Program

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

For as long as the premiums for this program are equally shared between the Employer and Employees, changes to levels of benefit must be mutually agreed to between the Employer and the Union.

 Peter Sanderson, Bargaining Chair Vancouver Island University:	 Deborah Hopper, President, CUPE Local 1858 for the Union:
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Dated this 6 day of Dec, 2012.



Date November 5, 2012

Tentative Agreement
Between
Vancouver Island University
and
CUPE Local 1858

Tentative Agreement #33

Amended Article(s) Maternity Leave - 22.01

The parties agree that Article 22.01 – Maternity Leave remains unchanged from the language set out in the July 1, 2006 to June 30, 2010 collective agreement between the parties.

 Peter Sanderson, Bargaining Chair Vancouver Island University:	 Deborah Hopper, President, CUPE Local 1858 for the Union:
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Dated this 6 day of Dec, 2012.



Date November 5, 2012

Tentative Agreement
Between
Vancouver Island University
and
CUPE Local 1858

Tentative Agreement #34

Letter of Agreement #7
Health Care Practitioner

The parties agree to renew the existing LOA.

 Peter Sanderson, Bargaining Chair Vancouver Island University:	 Deborah Hopper, President, CUPE Local 1858 for the Union:
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Dated this 6 day of Dec, 2012.


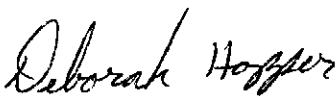
T- 35

Date: November 5, 2012

Tentative Agreement
Between
Vancouver Island University
and
CUPE Local 1858

Tentative Agreement #35

Letter of Agreement #8 – Re: Labour Market Adjustment – Delete.

 Peter Sanderson, Bargaining Chair Vancouver Island University:	 Deborah Hopper, President, CUPE Local 1858 for the Union:
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Dated this 6 day of Dec, 2012.

T 36

Date: 6 Dec 2012

Tentative Agreement
Between
Vancouver Island University
and
CUPE Local 1858

Tentative Agreement #36

Letter of Agreement
Casual Call-In
Food Services and Bookstore
Nanaimo Campus

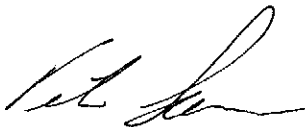

The parties agree to continue to move forward, with a pilot project to implement a call-in system for casuals for the University's Bookstore and Food Service Operations at the Nanaimo Campus.

Guidelines for the project will continue to be developed by the joint working committee, consisting of no more than three representatives of the union and three representatives of management. One member of the committee shall be the national staff representative and one member shall be a member of the human resources department at VIU.

The principles directing the work of the committee are:

- To create more transparency around the call-in process so that employees are aware of casual opportunities in both units.
- To recognize call-in priority for qualified casual employees who have accrued seniority.
- To streamline and simplify the call-in process.
- There will be no additional costs to the employer as a result of implementing the guidelines developed by the committee.

The parties are planning that the work of the committee will conclude in sufficient time to implement the pilot project commencing June 2013. Implementation of the pilot project is subject to the approval of the parties' respective principals.

 Peter Sanderson, Bargaining Chair Vancouver Island University:	 Deborah Hopper, President, CUPE Local 1858 for the Union:
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Dated this 6 day of Dec, 2012.

T- 37


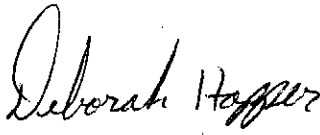
Date: 6 Dec 2012

Tentative Agreement
Between
Vancouver Island University
and
CUPE Local 1858

Tentative Agreement # 37

RE: Provincial Joint Benefits Trust

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

 Peter Sanderson, Bargaining Chair Vancouver Island University:	 Deborah Hopper, President, CUPE Local 1858 for the Union:
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Dated this 6 day of Dec, 2012.

T- 38

Date: 6 Dec 2012

Tentative Agreement
Between
Vancouver Island University
and
CUPE Local 1858



Tentative Agreement # 38

Letter of Understanding
Employees' Share of the EI Rebate

On January 1, 2013, the employees' share of the Employment Insurance premium reduction rebate (EI Rebate) will be redirected to increase the vision coverage for eligible employees and dependents under Article 29.02(2)(a) from a maximum of \$250.00 per 24 consecutive months to a maximum of \$425.00 per 24 consecutive months. The increased vision care coverage will be effective January 1, 2013.

In the event the University no longer receives the employees' share of the EI Rebate for any reason, the parties will, within sixty (60) calendar days, reduce the vision care benefit under the terms of the plan to \$250.00 per 24 consecutive months as per Article 29.02(2)(a).

The University will review the cost neutrality of this benefit on a five (5) year cycle commencing the date of implementation. If there is a net cost to the University for the increase in vision care, the parties will discuss alternative means to fund the benefit such that remains cost neutral. If, after sixty (60) calendar days of commencing the review, the parties cannot agree on an alternative method to fund the vision care benefit on a cost neutral basis, the vision care benefits will be reduced to \$250.00 per 24 consecutive months as per Article 29.02(2)(a), as applicable and reinstate the employee share of the EI rebate provided the EI rebate continues to be received by the Employer.

 Peter Sanderson, Bargaining Chair Vancouver Island University:	 Deborah Hopper, President, CUPE Local 1858 for the Union:
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Dated this 6 day of Dec, 2012

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.

2010-14 – Support Staff Compensation Template Table

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".


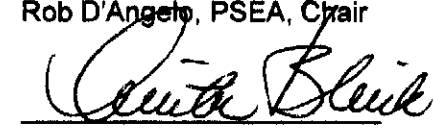
5. Housekeeping

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

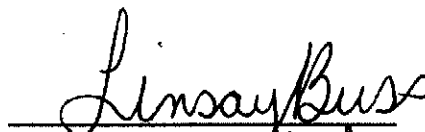
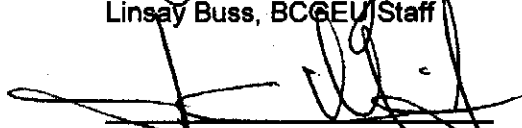
- (a) Delete the Letter of Understanding on the Fiscal Dividend which was agreed to in the 2006 round of bargaining;
- (b) Delete the Letter of Understanding on the Incentive Payment which was agreed to in the 2006 round of bargaining;
- (c) Delete the Letter of Understanding on the Labour Market Adjustment 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, BCGEU 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.