

MEMORANDUM OF AGREEMENT

between

Vancouver Island University

(hereinafter called "the Employer")

and the

Canadian Union of Public Employees, Local 1858
(hereinafter called "the Union")

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

AND

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

THAT THEIR COLLECTIVE AGREEMENT COMMENCING JULY 01, 2014 AND EXPIRING JUNE 30, 2019 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. **Previous Conditions**

All of the terms of the 2012-2014 Collective Agreement continue except as specifically varied below by paragraphs 2 to 4, both inclusive.

2. **Term of Agreement**

The term of the new Collective Agreements shall be for sixty (60) months from July 01, 2014 to June 30, 2019 both dates inclusive.

3. **Effective Dates**

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

4. **Appendix "A"**

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

5. **Ratification**

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

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

Signed this 19 day of June, 2015.

BARGAINING REPRESENTATIVES FOR
THE EMPLOYER:

Megan Bailey

Wm L. [Signature]

Jammi Keed

BARGAINING REPRESENTATIVES FOR
THE UNION:

Deborah Hopper

B. Wise

APPENDIX "A"

Items flowing from the Common Agreement

Housekeeping

MET 1

Article 34 – Term of Agreement

34.01 Term of Agreement

This Agreement shall be binding and remain in effect from ~~July 1, 2010 to June 30, 2014~~ July 1, 2014 to June 30, 2019. If no new agreement is reached by the expiration of this Agreement, it shall remain in effect until a strike or lockout commences, or until a new or renewed agreement is entered into.

Joint Early Intervention Program ("JEIP")

MET 2

New: 19.09:

19.09 Joint Early Intervention Program and Joint Rehabilitation Committee

A Joint Rehabilitation Committee made up of three (3) representatives from the Union and three (3) representatives from Human Resources will develop their own terms of reference and processes to reflect the following principals:

1. The Joint Early Intervention Program will be jointly managed.
2. 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, an employee may be referred for participation in the Early Intervention Program. If an employee is referred, the employee must participate in the Early Intervention Program.
3. The purpose of the program is rehabilitative.
4. 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.
5. All information provided to the committee or to the disability management services provider will be in confidence, and all records will be confidential. Managers will only be provided with information necessary for rehabilitative employment.
6. An employee enrolled into the program is entitled to union representation, and the union agrees to maintain the confidentiality of the employee's medical and related records.

(Subsequent amendments: Renumber Articles 19.09 to 19.12, Delete Letter of Agreement #10, and revise Letter of Agreement #8 as follows:

T-Doc 24

The parties agree to amend Letter of Agreement #8, to reflect that the Joint Early Intervention system has been accomplished. Re-number letter as a consequential amendment.

Letter of Agreement #8

Re: Provincial Joint Benefits Trust

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

MET 3

BC Provincial Pharmacare Formulary Process Improvement Committee (FPIC)

The parties agree to support the purpose and the work done by the BC Provincial Pharmacare Formulary Process Improvement Committee, and implement their recommendations where appropriate.

Formulary

1. Effective the date of ratification of the MOA, where an individual covered by the extended health care insurance plan is covered for a Formulary drug (the "Formulary Drug") and that drug was recently delisted from the Formulary (the "Delisted Drug") and the individual requires a period of time to transition from the Delisted Drug to a Formulary Drug the Employer will instruct the insurance carrier to cover the Delisted Drug for that individual for a period of up to three (3) months following the date the Delisted Drug was denied by the insurance carrier.
2. Effective November 1, 2015, or the date of ratification, whatever is later, the Employer and the Union agree that where an individual who is covered by the extended health care insurance plan is:
 - a. Prescribed a drug that is not part of the Pharmacare Formulary ("Non-Pharmacare Formulary Drug"); or
 - b. Prescribed a drug that is on the Pharmacare Formulary but which requires "Special Authority" ("Special Authority Drug") and the individual either:
 - i. does not want to go through the approval process to obtain the Special Authority Drug; or
 - ii. does go through the approval process and is unsuccessful in being granted the Special Authority for coverage of a particular drug;

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

MET 4

Revise Appendix A of the agreement to reflect the following:

Appendix A - Salary Grid

Salary Scale

- (a) Effective the first day of the first full pay period after July 01, 2015 or the first day of the first full pay period after the date of ratification of the Memorandum of Settlement (whichever is later), all Hourly and Biweekly rates of pay in Appendix A – Salary Grid, which were in effect on June 30, 2015 shall be increased by one percent (1%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (b) Effective the first day of the first full pay period after May 01, 2016, all Hourly and Biweekly rates of pay in Appendix A – Salary Grid, which were in effect on May 30, 2016

shall be increased by the Economic Stability Dividend (see below). The new rates shall be rounded to the nearest whole cent or dollar as applicable.

- (c) Effective the first day of the first full pay period after July 01, 2016, all Hourly and Biweekly rates of pay in Appendix A – Salary Grid, which were in effect on June 30, 2016 shall be increased by one-half of one percent (0.5%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (d) Effective the first day of the first full pay period after May 01, 2017, all Hourly and Biweekly rates of pay in Appendix A – Salary Grid, which were in effect on April 30, 2017 shall be increased by one percent (1%) plus the Economic Stability Dividend (see below). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (e) Effective the first day of the first full pay period after July 01, 2017, all Hourly and Biweekly rates of pay in Appendix A – Salary Grid, which were in effect on June 30, 2017 shall be increased by one-half of one percent (0.5%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (f) Effective the first day of the first full pay period after May 01, 2018, all Hourly and Biweekly rates of pay in Appendix A – Salary Grid, which were in effect on April 30, 2018, shall be increased by one percent (1%) plus the Economic Stability Dividend (see below). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (g) Effective the first day of the first full pay period after July 01, 2018, all Hourly and Biweekly rates of pay in Appendix A – Salary Grid, which were in effect on June 30, 2018, shall be increased by one-half of one percent (0.5%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (h) Effective the first day of the first full pay period after May 01, 2019, all Hourly and Biweekly rates of pay in Appendix A – Salary Grid, which were in effect on April 30, 2019, shall be increased by one percent (1%) plus the Economic Stability Dividend (see below). 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.

Re ECONOMIC STABILITY DIVIDEND

Definitions

1. In this Letter of Agreement:

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

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

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

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

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

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

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

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

2. The Economic Stability Dividend

The Economic Stability Dividend shares the benefits of economic growth between employees in the public sector and the Province contingent on growth in BC's real GDP.

3. Employees will receive a general wage increase (GWI) equal to one-half (1/2) of any percentage gain in real GDP above the forecast of the Economic Forecast Council for the relevant calendar year.

4. For greater clarity and as an example only, if real GDP were one percent (1%) above forecast real GDP then employees would be entitled to a GWI of one-half of one percent (0.5%).

Annual Calculation and publication of the Economic Stability Dividend

5. The Economic Stability Dividend will be calculated on an annual basis by the Minister of Finance for each collective agreement year commencing in 2015/16 to 2018/2019 and published through the PSEC Secretariat.

6. The timing in each calendar year will be as follows:

- (i) February Budget - Forecast GDP for the upcoming calendar year;
- (ii) November of the following calendar year- Real GDP published for the previous calendar year;
- (iii) November - Calculation by the Minister of Finance of fifty percent (50%) of the difference between the Forecast GDP and the Real GDP for the previous calendar year;
- (iv) Advice from the PSEC Secretariat to employers' associations, employers and unions of the percentage allowable General Wage Increase, if any, for each bargaining unit or group with authorization to employers to implement the Economic Stability Dividend.

7. For greater clarity and as an example only:

For collective agreement year 3 (2016/17):

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

Availability of the Economic Stability Dividend

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

Allowable Method of Payment of the Economic Stability Dividend

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

Salary Grid

1-Apr-2014

Level	Step 1		Step 2	
	Hourly	Biweekly	Hourly	Biweekly
1	\$ 17.90	\$ 1,253.00	\$ 18.92	\$ 1,324.40
2	\$ 18.66	\$ 1,306.20	\$ 19.70	\$ 1,379.00
3	\$ 19.46	\$ 1,362.20	\$ 20.51	\$ 1,435.70
4	\$ 20.26	\$ 1,418.20	\$ 21.28	\$ 1,489.60
5	\$ 21.05	\$ 1,473.50	\$ 22.07	\$ 1,544.90
6	\$ 21.82	\$ 1,527.40	\$ 22.85	\$ 1,599.50
7	\$ 22.63	\$ 1,584.10	\$ 23.65	\$ 1,655.50
8	\$ 23.39	\$ 1,637.30	\$ 24.41	\$ 1,708.70
9	\$ 24.19	\$ 1,693.30	\$ 25.22	\$ 1,765.40
10	\$ 24.96	\$ 1,747.20	\$ 25.99	\$ 1,819.30

*All wage increases occur on the first day of the first full pay period after the stated date of the increase

July 1, 2015*

1%	Step 1		Step 2	
Level	Hourly	Biweekly	Hourly	Biweekly
1	\$ 18.08	\$ 1,265.53	\$ 19.11	\$ 1,337.64
2	\$ 18.85	\$ 1,319.26	\$ 19.90	\$ 1,392.79
3	\$ 19.65	\$ 1,375.82	\$ 20.72	\$ 1,450.06
4	\$ 20.46	\$ 1,432.38	\$ 21.49	\$ 1,504.50
5	\$ 21.26	\$ 1,488.24	\$ 22.29	\$ 1,560.35
6	\$ 22.04	\$ 1,542.67	\$ 23.08	\$ 1,615.50
7	\$ 22.86	\$ 1,599.94	\$ 23.89	\$ 1,672.06
8	\$ 23.62	\$ 1,653.67	\$ 24.65	\$ 1,725.79
9	\$ 24.43	\$ 1,710.23	\$ 25.47	\$ 1,783.05
10	\$ 25.21	\$ 1,764.67	\$ 26.25	\$ 1,837.49

May 1, 2016*	Economic Stability Dividend
July 1, 2016*	0.50%
May 1, 2017*	1% plus the Economic Stability Dividend
July 1, 2017*	0.50%
May 1, 2018*	1% plus the Economic Stability Dividend
July 1, 2018*	0.50%
May 1, 2019*	1% plus the Economic Stability Dividend

Effective January 1, 2016, Article 29.04 will be amended as follows:

Housekeeping changes:

T-Doc 1

VIU 1

Article 1.04 – change “Human Rights Act” to “Human Rights Code”

Human Rights Code-~~Act~~

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

T-Doc 2

VIU 2

Article 8.05 Step 3 - delete “Chief Steward”, and substitute “Union”

Step 3

Failing satisfactory settlement within five (5) working days after the dispute was submitted under Step 2, the ~~Chief Steward~~ Union may submit to the Executive Director, Human Resources or designate a written statement of the particulars of the grievance and the redress sought. The Executive Director, Human Resources or designate will meet with the ~~Chief Steward~~ Union and grievor to attempt to resolve the grievance. The Executive Director, Human Resources or designate shall render a decision on the grievance within five (5) working days after the meeting, but in any case, not later than ten (10) working days after receipt of the grievance at Step 3.

T-Doc 3

VIU 3

Article 8.05 Step 5 - Insert “the” before Union

8.05 SETTLING OF GRIEVANCES

Step 5

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

T-Doc 4

VIU 4

Article 14.04 – delete “January” and substitute “February”

14.04 ADDITIONAL HOURS FOR REGULAR PART-TIME EMPLOYEES

- b) The parties shall meet in ~~January~~ February of each year to review the previous twelve (12) months experience and the future prospects of a part-time employee working additional hours in their regular position on a regular basis, and having such additional hours becoming part of the employee's regular assignment.

T-Doc 5

VIU 5

Article 17.01 – add Family Day

17.01 GENERAL HOLIDAYS

a) General Holiday Pay

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

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

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

T-Doc 6

VIU 6

Article 17.02 – change “day” to “days”

17.02 NON-SERVICE DUTY DAYS

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

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

T-Doc 7

VIU 7

Article 22 – change title of article to accurately reflect the contents of the article

Article 22 – Maternity Leave/Parental Leave

T-Doc 8

VIU 8

Article 22.06 – remove outdated reference

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:

T-Doc 9

VIU 9

Article 23.02(b), (e), (f) – change reference from Industrial “Health and Safety Regulations” to “Workers Compensation Act and Regulations and Worksafe BC”

23.02 JOINT OCCUPATIONAL HEALTH AND SAFETY COMMITTEE

- a) The employer and the union agree to establish an Joint Occupational Health and Safety Committee. The composition will be determined locally through management and local union representatives. The committee shall schedule monthly meetings to make recommendations on unsafe, hazardous or dangerous conditions with the aim of preventing and reducing risk of occupational injury and illness. A copy of all minutes of the Joint Occupational Health and Safety Committee shall be sent to the union and the employer.
- b) The Joint Occupational Health and Safety Committee, shall be notified of each accident or injury. The Committee shall investigate, as specified by the Workers Compensation Act and Regulations and Worksafe BC, ~~Industrial Health & Safety Regulations~~, and report to the union and employer on the nature and cause of the accident or injury.
- c) An employee who serves on an Joint Occupational Health and Safety Committee shall receive their regular rate of pay for attending meetings of the committee held during working hours or for investigating safety matters at any time at the direction of the Joint Occupational Health and Safety Committee.
- ~~d) The Occupational Health and Safety Committee shall review the subject of video~~

~~display terminals.~~

ed) Pursuant to requirements of the Workers Compensation Act and Regulations and Worksafe BC Industrial Health & Safety Regulations, elections shall be held annually to elect the Chairperson and Secretary of the Committee.

fe) The employer shall ensure that committee members are adequately trained as required by the Workers Compensation Act and Regulations and Worksafe BC WorkSafe Regulations. b) The Occupational Health and Safety Committee shall be notified of each accident or injury. The Committee shall investigate, as specified by the Workers Compensation Act and Regulations and WorkSafe BC, Industrial Health & Safety Regulations, and report to the union and employer on the nature and cause of the accident or injury.

T-Doc 10 VIU 10

Several Articles, including Articles 10.02, 10.03, 19.11 – change reference from “shop steward” to “steward”.

10.02 WARNINGS

Whenever the Employer or authorized agent deems it necessary to censure an employee in a manner indicating dismissal or discipline may follow any further infraction, or may follow if such employee fails to bring their work up to a required standard by a given date, the Employer shall call a meeting with the employee notifying the employee they have the right to a ~~shop~~ steward or Union representative at that meeting. The Employer shall, within ten (10) days after the meeting, give written particulars of such censure to the employee involved and the Secretary of the Union.

10.03 EVALUATION REPORTS

Where a formal appraisal of an employee's performance is carried out, the employee concerned shall be given the opportunity to read and review the appraisal. Provision shall be made on the evaluation form for an employee to sign it as having read it.

Employees have the right to disagree with their evaluation by making a comment on the evaluation form. Employees may have a CUPE ~~shop~~ steward present at any evaluation meeting held with a supervisor in which the overall evaluation is unsatisfactory.

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.

T-Doc 11

VIU 11

Article 20.04 – Update “Continuing Education to “Professional Development and Training” to recognize the name change.

20.04 PERSONAL DEVELOPMENT

a) Enrolling in Credit Courses

University employees, who have a regular or current temporary appointment, may register in University 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~~ Professional Development and Training Courses

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

T-Doc 12**VIU 12**

Articles 21.06 (b) (c)– change reference “Campus Principal” to “Campus Academic Administrator”, to reflect title change.

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 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 Executive Director, 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 Executive Director, Human Resources or designate in consultation with the Dean, Director or Campus Academic Administrator ~~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 elapse between such leaves.

c) Internal Leave

A regular employee may, with approval of the Executive Director, Human Resources or designate in consultation with the Dean, Director or Campus Academic Administrator ~~Principal~~, after two (2) years of service as a regular employee, be granted a leave to temporarily fill another position at the University. Such leave shall not exceed one (1) year. Upon completion of the leave the employee will return to the original position. Normally eighteen (18) months of employment must elapse between such leaves.

T-Doc 13

VIU 13

Article 22.05

- *remove "And Adoption" from title and from section (c) (v), as Parental leave includes Adoption leave.*
- *fix typo of "it", by removing it from the sentence in section (d) (i)*
- *fix typo of "an" to "any" in last paragraph*

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:
 - i) be made at least four (4) weeks before the day specified in the request as the day on which the employee proposes to commence parental leave; and
 - ii) be accompanied by:
 - a certificate of a medical practitioner or other evidence stating the date of birth of the child or the probable date of birth of the child if a certificate has not been provided, or a letter from the agency that placed the child providing evidence of the adoption of the child.
- c) The employee is entitled to parental leave, commencing:
 - i) in the case of a birth mother, immediately following the end of the maternity leave taken under Article 22.01 unless the employer and employee agree otherwise; for a period of up to thirty-five (35) consecutive weeks or a shorter period if the employee so requests
 - ii) where a birth mother does not take maternity leave, she may take up to thirty-seven (37) consecutive weeks beginning after the child's birth and within fifty-two (52) weeks of the child's birth
 - iii) in the case of a birth father, the employee may take up to thirty-seven (37) consecutive weeks beginning after the child's birth and within fifty-two (52) weeks of the child's birth
 - iv) in the case of an adoptive parent, the employee may take up to thirty-seven (37) consecutive weeks beginning after the child's placement and within fifty-two (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

- i) 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 fifty-two (52) weeks plus any additional leave the employee is entitled to under clause 22.03 and clause 22.05(d).

T-Doc 14

VIU 14

Amend the following articles:

Article 23.01 – Add “or any applicable federal statute”.

Article 23.02 – Add “Joint” to any reference to the “Occupational Health and Safety Committee”

Article 23.02 – Update reference to the Workers Compensation Act and Regulations and Worksafe BC from “Industrial Health and Safety Regulations” – as per T-Doc 9, and VIU 9.

Article 23.02 (d) delete, and re-number sub-sections.

23.01 CONDITIONS

The union and the employer agree that regulations made pursuant to any statute of the province of British Columbia or any applicable federal statute pertaining to the working environment shall be fully complied with.

23.02 JOINT OCCUPATIONAL HEALTH AND SAFETY COMMITTEE

- a) The employer and the union agree to establish an Joint Occupational Health and Safety Committee. The composition will be determined locally through management and local union representatives. The committee shall schedule monthly meetings to make recommendations on unsafe, hazardous or dangerous conditions with the aim of preventing and reducing risk of occupational injury and illness. A copy of all minutes of the Joint Occupational Health and Safety Committee shall be sent to the union and the employer.
- b) The Joint Occupational Health and Safety Committee, shall be notified of each accident or injury. The Committee shall investigate, as specified by the Workers Compensation Act and Regulations and Worksafe BC, Industrial Health & Safety Regulations, and report to the union and employer on the nature and cause of the accident or injury.
- c) An employee who serves on an Joint Occupational Health and Safety Committee shall receive their regular rate of pay for attending meetings of the committee held during working hours or for investigating safety matters at any time at the direction of the Joint Occupational Health and Safety Committee.

- d) ~~The Occupational Health and Safety Committee shall review the subject of video display terminals.~~
- ed) Pursuant to requirements of the Workers Compensation Act and Regulations and Worksafe BC Industrial Health & Safety Regulations, elections shall be held annually to elect the Chairperson and Secretary of the Committee.
- fe) The employer shall ensure that committee members are adequately trained as required by the Workers Compensation Act and Regulations and Worksafe BC WorkSafe Regulations.

T-Doc 15

VIU 15

Replace gendered terms with gender neutral terms:

Article 13.07, Article 16.11, Article 23.04

(Note substantive changes to Article 23.04 in T-Doc 20)

13.07 RIGHT TO GRIEVE

Where an employee feels ~~he has been~~ aggrieved by any decision of the Employer related to promotion, demotion or transfer, the employee may grieve the decision at Step 3 of the Grievance Procedure in Article 8 of this Agreement within twenty-one (21) days.

16.11 CALL-OUT PROVISION

A regular employee who is called back to work outside ~~his~~ the employee's regular working hours shall be compensated for a minimum of four (4) hours at the applicable overtime rates.

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

23.04 UNSAFE WORK CONDITIONS

- a) No person shall carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment when that person has reasonable cause to believe that to do so would create an undue hazard to the health or safety of any person.
- b) Pursuant to clause (a) a worker who refuses to carry out a work process or operate a tool, appliance or equipment shall forthwith report the circumstances of the unsafe condition to ~~his~~ the supervisor or employer.
- c) The supervisor or employer receiving a report made under clause (b) shall forthwith investigate the matter and
 - i) ensure that any unsafe condition is remedied without delay; or

- ii) if in his ~~the~~ supervisor or employer's opinion the report is not valid ~~he~~ the supervisor or employer shall so inform the person who made the report.
- d) When the procedure under clause (c) does not resolve the matter and a worker continues to refuse to carry out a work process, the supervisor or employer shall investigate the matter in the presence of the worker who made the report and in the presence of:
 - i) a worker representative of the Joint Occupational ~~Industrial~~ Health and Safety Committee; or
 - ii) a worker who is selected by a trade union representing the worker; or,
 - iii) when there is no ~~Industrial~~ Joint Occupational Health and Safety Committee or the worker is not represented by a trade union, any other reasonably available worker selected by the worker.
- e) When the investigation under clause (d) does not resolve the matter and a worker continues to refuse to carry out a work process or operate a tool, appliance or equipment, both the supervisor, or the employer, and the worker shall forthwith notify an officer of the Board who shall investigate the matter without undue delay and issue whatever orders ~~he~~ the officer deems necessary.
- f) No worker shall be subject to disciplinary action because the employee has acted in compliance with this regulation or an order made by an officer of the Board.
- g) Temporary assignment to alternative work at no loss in pay to the worker until the matter ~~is clause (a)~~ is resolved shall be deemed not to constitute disciplinary action.
- h) Materials, articles or objects to be manually lifted, carried or moved shall be lifted, carried or moved in such a manner and with such precautions and safeguards, including training, protective clothing, and mechanical aids as will ensure that the process does not endanger the health and safety of any worker.

T-Doc 16**VIU 16**

Replace "Vice President of Administration & Bursar" with "Vice President, Administration and Finance" in Article 28.03 (b), and in Article 28.07 remove reference to the Office of the Vice-President of Administration and Bursar.

28.03 RATES OF PAY

An employee shall be paid in accordance with the rates set out in attached appendices.

a) Bus Driver

Premium pay one dollar (\$1.00) per hour to an employee assigned bus driver duties. However, individuals engaged primarily to drive a bus will be paid the rate determined through the job evaluation plan.

b) Leadhand

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

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

28.07 MILEAGE AND TRAVEL ALLOWANCE

Mileage and travel allowances shall be governed by the University Board regulations. Information on the current scales for mileage and travel allowances is available at <https://www2.viu.ca/financialservices/forms/guidelines.asp> . ~~through the Vice President of Administration & Bursar's Office.~~

T-Doc 17**VIU 17**

Amend Article 23.03(a) – remove reference to “survival” certificate.

23.03 OCCUPATIONAL FIRST AID REQUIREMENTS

- a) The union and the employer agree that first aid regulations made pursuant to the Workers' Compensation Act shall be fully complied with. Where the employer requires an employee to obtain or renew the employee's ~~survival~~ 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 day the employee does not normally work, they will receive time off in lieu, such time to be taken subject to operational requirements as approved by their supervisor, for the time spent at courses and writing examinations.

T-Doc 18**VIU 18**

Amend Articles 12.01 (d), 19.07(a), 21.06 (b) – corrections to reflect the proper use of possessive and plural nouns, and renumber 12.01 (d) to reflect numbering conventions used in the collective agreement.

12.01 LAYOFF AND RECALL

- d) Regular employees who are laid off (other than seasonal lay-offs) will receive written notice of at least as many days stipulated below, or pay in lieu for each day the notice period is shorter than the days stipulated below:
 - i) twenty (20) working days for employees with up to six (6) years' service;
 - ii) twenty-five (25) working days for employees with six (6) to seven (7) years' service;
 - iii) thirty (30) working days for employees with seven (7) to eight (8) years' service;
 - iv) thirty-five (35) working days for employees with eight (8) to nine (9) years' service;
 - v) forty (40) working days for employees with more than nine (9) years' service.

19.07 PAYMENT FOR ACCRUED SICK LEAVE ON TERMINATION OR RETIREMENT

An employee having accrued sick leave to their credit shall:

- a) On termination, receive a salary grant equal to fifty percent (50%) of such credit up to a maximum of four hundred and twenty (420) hours at the rate of pay effective at the termination date provided the employee has completed three (3) years' service; or
- b) On retirement, receive a salary grant equal to one hundred (100%) of such credit

up to a maximum of eight hundred and forty (840) hours at the current rate of pay effective at the retirement day. This benefit is only available to employees aged fifty-five (55) or older.

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

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 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 Executive Director, 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 Executive Director, Human Resources or designate in consultation with the Dean, Director or ~~Campus Principal~~ Campus Academic Administrator 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 eighteen (18) months of employment must elapse between such leaves.

T-Doc 19

VIU 19

Amend Article 16.05(b), add "Day" to make article consistent with terms used in Article 17.01.

16.05 OVERTIME COMPENSATION

- a) Overtime worked shall be compensated for at the following rates:
 - i) Time and one-half for first four (4) overtime hours worked after a normal full time work day, and
 - ii) Double time for all hours worked in excess of four (4) overtime hours worked after a normal full time work day.

- iii) Double time for all hours worked on day of rest.
- b) An employee who works on a designated holiday which is not a scheduled work day, shall receive the regular day's pay, and shall receive additional compensation at the rate of double time for all hours worked; except for Christmas Day and New Year's Day when the additional compensation shall be the rate of double time and one-half for all hours worked.

T-Doc 20

VIU 20

Amend Article 23.04 to add the resources of a Health and Safety Services Advisor early on in the process to assist in resolving the matter. Gender neutral language previously agreed to in T-Doc 15. Language changed to reflect the proper name of the Joint Occupational Health and Safety Committee, and the Act, regulations and Worksafe directives. Typo corrected in clause "g)".

23.04 UNSAFE WORK CONDITIONS

- a) No person shall carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment when that person has reasonable cause to believe that to do so would create an undue hazard to the health or safety of any person.
- b) Pursuant to clause (a) a worker who refuses to carry out a work process or operate a tool, appliance or equipment shall forthwith report the circumstances of the unsafe condition to ~~his~~ the supervisor or employer.
- c) The supervisor/employer and the employee (either party can call in a Health and Safety Advisor) ~~or employer receiving a report made under clause (b) shall forthwith will~~ investigate the matter to resolve the issues and
 - i) ensure that any unsafe condition is remedied without delay; or
 - ii) if in ~~his~~ the supervisor or employer's opinion the report is not valid ~~he~~ the supervisor or employer shall so inform the person who made the report.
- d) When the procedure under clause (c) does not resolve the matter and a worker continues to refuse to carry out a work process, the supervisor or employer shall investigate the matter in the presence of the worker who made the report and in the presence of:
 - i) ~~a worker representative of the Industrial Health and Safety Joint Occupational Health and Safety Committee (JOHSC) that is knowledgeable in the work~~Committee; or
 - ii) a worker who is selected by a trade union representing the worker; or,

- iii) when there is no Joint Occupational Health and Safety Committee (JOHSC) that is knowledgeable in the work, ~~Industrial Health and Safety Committee~~ or the worker is not represented by a trade union, any other reasonably available worker selected by the worker.
- e) When the investigation under clause (d) does not resolve the matter ~~and a worker continues to refuse to carry out a work process or operate a tool, appliance or equipment, both the supervisor, or the employer, or the Health and Safety Services Advisor, or~~ and the worker shall forthwith notify an officer of the Board who shall investigate the matter without undue delay and issue whatever orders ~~he~~ the officer deems necessary.
- f) No worker shall be subject to disciplinary action because the employee has acted in compliance with this regulation or an order made by an officer of the Board.
- g) Temporary assignment to alternative work at no loss in pay to the worker until the matter ~~is clause (a)~~ is resolved shall be deemed not to constitute disciplinary action.
- h) Materials, articles or objects to be manually lifted, carried or moved shall be lifted, carried or moved in such a manner and with such precautions and safeguards, including training, protective clothing, and mechanical aids as will ensure that the process does not endanger the health and safety of any worker.

T- Doc 21
VIU 21

The parties agree to delete the current article 16.04 and replace it with a clarified article which reflects current practice.

16.04 SHARING OF OVERTIME

~~Overtime work shall be allocated on an equitable basis among employees who are willing and qualified to perform the available work. It is recognized that due to operational difficulties, the allocation of overtime work may vary.~~

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

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

T-Doc 22
VIU 22

The parties agree to amend Article 20.03 to require the Joint Committee on Training and Development to report to the parties in November of each year, as opposed to January to enable the parties to better plan for the use of the Career Development Fund.

20.03 CAREER DEVELOPMENT FUNDS

- a) The University 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, 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~~ November 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 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.

VIU 23

T- Doc 23

Letter of Agreement #6

The parties agree to amend Letter of Agreement #6, to reflect that the expedited arbitration process is no longer a "trial". The parties agree to remove David McPhillips and substitute Mark Brown as an agreed to expedited arbitrator. Letter of Agreement #6 will become Letter of Agreement #5, as a consequential amendment resulting from the deletion of Letter of Agreement #5.

Letter of Agreement ~~#6~~#5

RE: Expedited Arbitration Process

~~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 (3) month's 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 an expedited arbitration.

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

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

Any time up to thirty (30) calendar days from the date of a mutual referral to expedited arbitration either party may remove a matter from the expedited arbitration process and forward the matter through the arbitration process established pursuant to Article 9. In such an event, time limits shall not act as a bar to the grievance proceeding to arbitration, but either party is free to argue any prejudice caused by the delay. In addition the party removing the matter from expedited arbitration is responsible for any cancellation and other fees charged by the arbitrator appointed under the expedited process.

T-Doc 24 Letter of Agreement #8

The parties agree to amend Letter of Agreement #8, to reflect that the Joint Early Intervention system has been accomplished. Re-number letter as a consequential amendment.

Letter of Agreement #86

RE: Provincial Joint Benefits Trust

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

VIU 25
T-Doc 25
War Service

The parties agree to delete the current article 18.04, and insert new language. There is also a consequential amendment of article 21.06, which is the creation of a new clause 21.06 (f).

~~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 Canadian Armed Forces.~~

~~Discharge certificates must be presented before War Service is recognized.~~

18.04 Service in the Canadian Armed Forces

After one year's service with the employer, a former member of the Canadian Armed Forces may apply to the employer to have one year credited towards vacation entitlement upon demonstration of service with the Canadian Armed Forces.

Consequential Amendment to recognize Reservists:

New: 21.06 (f)

f) Reservists Leave

Reservists' Leave under the *Employment Standards Act [RSBC 1996] Chapter 113* is a general leave.

T- Doc 26
Maternity Leave – housekeeping

The parties agree to amend Article 22.01(g) as follows:

22.01 MATERNITY LEAVE

A pregnant employee will qualify for maternity leave:

- ...
- g) When on maternity leave, an employee shall accrue full vacation entitlement. Vacation pay credits shall not be accrued during the leave. ~~(also reference in parental leave)~~

T- Doc 27

Regular Employees Assigned Less than 12 Months - Vacation

The parties agree to amend Article 18.03 as follows:

18.03 REGULAR EMPLOYEES ASSIGNED LESS THAN 12 MONTHS

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

~~The supervisor will assign the vacation time at the time this change is made. These allocations of vacation time are not subject to change except as included in the budget planning for the fiscal year and only to reflect changed operational staffing needs.~~

The employer may assign the vacation time when the appointment is made. Should employees desire time off outside the designated vacation period, the employer shall grant the request where operationally feasible, which may reduce the appointment duration.

~~Employees may take vacation only as specified. Should the employee desire time off outside of the designated vacation periods, absence without pay may be requested by the employee and granted where operationally feasible.~~

Any unused vacation at the time of the longest layoff scheduled in the fiscal year will be paid out prior to the commencement of the layoff. ~~No carry-over of such credits will be accommodated.~~

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

T- Doc 28

Family Leave

The parties agree to amend Article 19.05 as follows:

19.05 FAMILY ILLNESS

~~In the case of illness or care of an immediate family member 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, the employee may, after notifying the supervisor, to use annual sick leave entitlement up to a maximum of five (5) days per calendar year, annum, January 1st to December 31st, for this purpose.~~

~~In the event the family member is hospitalized, leave shall be granted under this article if there is a medical necessity to provide care other than that provided by hospital~~

personnel.

~~In the event an immediate family member is referred to a medical specialist or requires medical treatment outside of the immediate area, leave shall be granted under this Article.~~

T- Doc 29

LOA #2 – Milner Gardens and Deep Bay Employees

The parties agree to delete the current LOA #2 and replace it with the following:

Letter of Agreement #2

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

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

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

Accountabilities

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

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

T- Doc 30

Article 33 – Copies of the Agreement

The parties agree to amend Article 33 as follows:

Article 33 Copies of Agreement

The Union and the Employer desire every employee to be familiar with the provisions of this Agreement and the rights and obligations under it. For this reason the Employer shall maintain an electronic copy of the collective agreement on their website, and upon request from an employee or the Union, will provide a printed copy of the collective agreement to individual employees, every current employee with one (1) copy of the Agreement within thirty (30) days of signing or of the request.

~~The Union shall be provided with twenty (20) large copies of the Agreement within thirty (30) days of signing.~~

~~A copy of the Agreement will be made available on the University World Wide Web site within thirty (30) days of signing.~~

New employees will be provided with the link to the agreement on the website and, upon request, one (1) printed copy of the Agreement.

~~Additional copies of the Agreement will be made available at a cost of five dollars (\$5.00) each.~~

T- Doc 31

Article 28.10 Weather Closure/Snow and Ice Removal

The parties agree to amend Article 28.10 as follows:

28.10 WEATHER CLOSURE / SNOW AND ICE REMOVAL

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

- Facilities Services & Campus Development, including Warehouse, Shipping/Receiving and Courier
- Payroll
- Information Technology Services
- ~~Vehicle Coordinator~~
- ~~Switchboard Operation~~
- University Relations

An individual employee, which includes supervisors in the bargaining unit, may not elect assignment as "required services." Any designations beyond the approved list above would require University Executive approval.

- b) Where the University specifically requires the services of individuals designated as "Operational Needs" personnel, and those individuals are unable to get to and from the University premises due solely to the extreme weather conditions, the University will either:
 - i) provide or arrange transportation to and from the University; or
 - ii) not require attendance at work under the "Operational Needs" designation.
- c) Compensation, in addition to the terms of the Collective Agreement, will be in the form of time off equivalent to the assigned regular hours to a maximum of seven (7) hours per day.
- d) The accumulated credits under the Operational Needs clause may be banked for utilization and this utilization will take place by the 31st day of August after they have been earned.
However, if the accumulated time off is not utilized by August 31, payment in lieu will be processed.
- e) Additional compensation for all eligible employees who report for unscheduled call-out assignments, at the appointed start time shall be one (1) 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.
- f) Telephone notification of any unscheduled call in for snow removal will normally commence ~~no earlier than 3:00 am for a 4:00 am~~ one hour before the start time.

T- Doc 32

Article 16.09 Right to Refuse Overtime

The parties agree to amend Article 16.09 as follows:

16.09 Right to Refuse Overtime

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

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

T-Doc 33

Article 11.03 Seniority for Temporaries

The parties agree to amend article 11.03 as follows:

11.03 SENIORITY FOR TEMPORARIES

Seniority for temporaries and casuals shall be defined as the number of hours an employee has worked in temporary or casual positions. ~~Seniority will be back dated to include all temporary and casual service at the University as of December 29, 1997.~~

This seniority may only be applied as outlined below:

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

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

The employer shall maintain a list showing the accumulated hours for each person. An up-to-date copy of this list shall be sent to the Union and posted on the two (2) designated bulletin boards in January and June of each year.

~~When the position occupied by a temporary employee is, at the conclusion of the temporary period, posted as a regular position AND that~~ When a temporary employee is successful in obtaining a regular position, regular seniority will be calculated and back-dated to include all service at the University as a temporary provided there has not been a break in service exceeding eighteen (18) months.

The conversion of temporary seniority to regular seniority shall be calculated using the factor of one thousand eight hundred and twenty (1820) hours per year (hpy).

T-Doc 34

Article 21.06 (c) Internal Leave

The parties agree to amend article 21.06(c) as follows:

Article 21.06 (c) Internal Leave

A regular employee may, with approval of the Executive Director, 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. ~~Such leave shall not exceed one (1) year. Upon completion of the leave the employee will return to the original position. Normally three (3) years of employment must elapse between such leaves. Normally eighteen (18) months of employment must elapse between such leaves.~~

T-Doc 35

Article 1.05 (e) Temporary Positions

The parties agree to amend Article 1.05(e) as follows, and subsequently delete articles 19.12 and 21.06(d):

1.05 Definitions

e) Temporary Positions

Except when a temporary employee is replacing an employee on sick leave, or part of an approved medical accommodation, or replacing an employee on an approved leave, as provided in Articles 19.12 and 21.06 (d), temporary positions will be converted to regular status; ~~when a the 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.

Article 19.12

~~19.12 Non-Conversion of Sick Leave and Medical Accommodation Assignments~~

~~Temporary or Casual employees replacing employees on sick leaves, or as part of an approved medical accommodation, will not convert to regular status.~~

Article 21. 06(d)

~~21.06 d) Non-Conversion~~

~~Temporary or Casual employees replacing employees on leaves will not convert to regular status. The University will endeavor to replace employees on leave with single replacements for the term of the leave.~~

T-Doc 36

Article 14 – Hours of Work

The parties agree to amend Article 14 as follows:

Article 14 – Hours of Work

14.01 STANDARD WORK WEEK

- a) The standard work week for non-shift employees shall consist of five (5) consecutive days, from Monday to Friday inclusive.
- b) The work week shall be thirty-five (35) hours per week.
- c) Part time is less than thirty-five (35) hours per week.

14.02 STANDARD WORK DAY

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

14.03 ADDITIONAL HOURS FOR REGULAR PART-TIME EMPLOYEES

- a) The University is committed to the principle of making temporary and casual work available to regular part-time employees. Such assignments are exempt from

premium pay. It is the responsibility of the regular part-time employee to advise Human Resources, in writing, of their interest in such employment, their availability, and their skills, knowledge and ability as it might relate to such employment.

- b) The parties shall meet in ~~January~~ February of each year to review the previous twelve (12) months experience and the future prospects of a part-time employee working additional hours in their regular position on a regular basis, and having such additional hours becoming part of the employee's regular assignment.
- c) The Human Resources office shall supply this information in ~~December~~ November of each year so the Union has time to review the information before the ~~January~~ February meeting.

14.04 MEAL PERIODS

- a) Meal periods shall be scheduled as close as possible to the middle of the work day or shift and to correspond to dining room facilities.
- b) An employee shall be entitled to take a meal period away from the work station. Where this cannot be done, the meal period shall be considered as time worked and compensated for at the applicable overtime rate, providing such time is authorized.

14.05 REST PERIOD

During a four (4) hour work period, employees shall be entitled to one (1) paid fifteen (15) minute rest period.

Within every seven (7) hour work period, employees shall be entitled to two (2) paid fifteen (15) minute rest periods.

14.06 SELF ASSIGNING HOURS

- a) Positions where the work cannot be delivered on predictable and rigid schedules ~~and require the assignment of flex hours, can, with proper authorization be designated as positions with self-assigning hours.~~ These self-assigning employees are expected to schedule their own working hours in accordance with the requirements of the job function in concert with their supervisor.
- b) When circumstances require the creation or designation of additional self-assigning positions the mutual agreement of affected employees, the union and management will be required before implementation. The designation of "self-assigning" will be reviewed after a new incumbent occupies the position for twelve (12) consecutive months, or upon request by the employer or the union.
- c) ~~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 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. The employee and the supervisor will reconcile hours worked every three months. If the aggregate hours over the three month period July 1 to June 30 exceed the hours paid biweekly, the excess hours accumulated will be assigned banked as time off with pay at time and one-half (1 ½), or at the employee's request, paid out at time and one-half. 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. If the aggregate hours are less than estimated, there shall be no recovery.~~

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

~~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~~

- d) ~~The Executive Director, Human Resources or designate will request a statement from the supervisor, signed by the employee to record hours accrued to December 31 of each year and a proposed utilization plan intended to clear the credit by June 30.~~

- e) ~~See Article 14.07 for flexible work schedule.~~

14.07 FLEXIBLE WORK SCHEDULE

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

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

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

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

14.08 WEEKEND WORK ~~WORKPLACE FLEXIBILITY~~

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

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

T-Doc 37

New Letter of Understanding

The parties agree to a new Letter of Understanding – Pilot Project, Layoff

Pilot Project Letter of Understanding

Layoff

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

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

L12.01 – Layoff Definitions

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

The expiry of a temporary position does not constitute a layoff except that when a regular employee is in a temporary position that is reduced in hours or the appointment ends L12.02(b) and L12.06(c) shall apply. Temporary appointments shall be ended prior to any regular employees being laid off.

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

L12.02 – Notice Period for Seasonal Layoffs

Notice for seasonal layoffs will be as follows:

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

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

L12.03 – Process Prior to Formal Notice for Non-Seasonal Layoffs

The process will be as follows:

- a) Informal notice is delivered to a standing Joint Adjustment Committee (consisting of two (2) union and two (2) management representatives), who will convene as soon as reasonably practical. Substitutes to the committee may be required to expedite the process. The committee will have up to fourteen (14) calendar days from when the notice is delivered to complete their work. This period can be extended upon agreement of both parties.
- b) The Joint Adjustment Committee will review all options to reduce the impact of the layoff. If an immediate solution cannot be found by the committee, the committee will support Human Resources in canvassing targeted areas. Prior to the commencement of canvassing, the potentially impacted employee and the union will be given informal notice while the Joint Adjustment Committee continues its work.
- c) It is anticipated that any and all options will be reviewed to reduce or eliminate the need for layoffs, including, but not limited to the following:
 - Job sharing;
 - Reduced hours of work through partial leaves;

- Transfers to other areas within the bargaining unit subject to available work and meeting qualifications, with minimal training required;
 - Paid and unpaid leaves of absence for use to seek alternate employment, retirement adjustment, retraining, etc.;
 - Voluntary severance;
 - Purchasing past pensionable service. If permissible the employer will match a minimum of three (3) years' contributions to the appropriate pension plan (Municipal Pension Plan) where an employee opts for early retirement;
 - Early retirement incentives;
 - Agreed secondment;
 - Retraining;
 - Trial retirement;
 - Continuation of health and welfare benefits;
 - Filling vacant positions, regardless of level, if qualified;
 - Combinations and variations of the above or other alternatives.
- d) Should the Joint Adjustment Committee be unsuccessful in reaching an agreement to reduce or eliminate the need for a layoff, the following process will be followed:
- A Bumping Committee of two union and two management representatives may be convened;
 - Formal notice will be issued to the least senior employee in the impacted position in the area affected. Formal layoff notice will be issued by the manager and the union will be notified.

L12.04 – Formal Notice for Non-Seasonal Layoffs

Formal layoff notice will include four options:

- a) Accept a reduced appointment (if applicable); or
- b) Exercise seniority rights through bumping; or
- c) Accept layoff while on recall for a period of eighteen (18) months; or
- d) Accept layoff with a severance payout.

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

L12.05 – Notice Period for Non-Seasonal Layoffs

- a) Regular employees who are laid off will receive written notice of at least as many days stipulated below, or pay in lieu for each day the notice period is shorter than the days stipulated below:

- Twenty (20) working days for employees with less than six (6) years' service;
 - Twenty-five (25) working days for employees with six (6) but less than seven (7) years' service;
 - Thirty (30) working days for employees with seven (7) but less than eight (8) years' service;
 - Thirty-five (35) working days for employees with eight (8) but less than nine (9) years' service;
 - Forty (40) working days for employees with nine (9) or more years' service.
- b) All changes in appointments will occur at the end of the notice period unless otherwise agreed by both parties.

L12.06 – Layoff, Bumping and Recall Processes for Non-Seasonal Layoffs

Stage 1

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

Stage 2

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

Stage 3

One of the following four processes will take place based on the option chosen:

a) Acceptance of Reduced Appointment (if applicable)

b) Bumping Process

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

Step 1 –The employee and the Bumping Committee will work together, using the employee's relevant qualifications and experience, to determine the appropriate bumping assignment.

- i. In order to allow employees the opportunity to utilize their abilities in the same level, individuals who are to be laid-off may utilize their seniority and bump the least senior employee within their level or any lower level, competency considered. If more than

one (1) employee is bumping into a level, the senior employee will be given first choice of positions.

- ii. No "bumping up" will be permitted, except as follows; that is, no increase in the hourly rate beyond the maximum in the current level. An employee may bump to a higher position in the following circumstances:
 - a. To regain the level held prior to a layoff where the position identified is substantially the same as the one from which the layoff occurred. The employee must bump the least senior employee should there be more than one position that qualifies for an upward bump.
 - b. A position one level up from the current position that has been posted as a regular position within the previous ~~six (6)~~ twelve (12) calendar months and the employee did not apply on the position when it was posted. The employee must bump the least senior employee should there be more than one position that qualifies for an upward bump. ~~and the employee gained the educational qualifications for the position since the date the posting expired.~~
- iii. Non-Acceptance of a Position

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

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

Step 2 – Once the Bumping Committee decision is made, the University will confirm the transfer in writing within three (3) working days.

Step 3 – Layoff notices for individuals bumped from their positions will be issued immediately as per section L12.04.

Step 4 – Salary on Transfer

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

Step 5 – Trial Period

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

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

c) Recall

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

Note: Casual or temporary appointments do not constitute recall.

d) Severance

Persons who have selected and are eligible for severance payment of vacation and/or sick leave as per Article 19.07, will receive severance payments promptly at termination of the notice period.

The employer will notify the Pension Corporation of any terminations.

T-Doc 38
New Letter of Understanding - Apprentices

The parties agree to a new Letter of Understanding – Apprentices

Letter of Understanding - Apprentices

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

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

Compensation

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

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

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

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

The same rationale will apply to apprenticeships of other lengths.

Journeyman Supervisory Responsibilities

During the period of time where the journeyperson is supervising the apprentice the journeyperson shall be entitled to an hourly premium consistent with the lead hand premium.

T-Doc 39

Article 18.02 Vacation Entitlement

The parties agree to amend Article 18.02 as follows:

18.02 VACATION ENTITLEMENT

- a) Basic vacation entitlement will accrue at the following rates:
 - i) 4.04 hours per pay period from the start of employment (three (3) weeks per year);
 - ii) 5.39 hours per pay period from the pay period following the start of the fifth (5th) year of employment (four (4) weeks per year);
 - iii) 6.73 hours per pay period from the pay period following the start of the tenth (10th) year of employment (five (5) weeks per year);
 - iv) 8.08 hours per pay period from the pay period following the start of the eighteenth (18th) year of employment (six (6) weeks per year).

Part time employees will have vacation entitlement pro-rated.

- b) Temporary and casual employees shall earn their vacation entitlement and be paid out biweekly at the rate of six (6) per cent on gross earnings. Any temporary, casual or additional hours worked by a regular part-time employee in their regular position shall be accrued for vacation purposes. Upon the request of a temporary employee, vacation entitlement can be accrued and used during the term of the temporary appointment. Any unused vacation entitlement will be paid out at the end of the temporary appointment.
- c) Accrued vacation credits may be utilized at any time.
- d) Regular employees on layoff who are called in for work in their department shall receive accrual of vacation equivalent to their basic entitlement.
- e) Temporary employees with consecutive appointments totalling nine (9) months or longer shall, upon request, be granted up to three (3) weeks leave without pay per year at a time mutually agreed to between the employee and the supervisor.

T-Doc 40 Appendix B Workplace Violence Prevention

The parties agree to amend Appendix B as follows:

Appendix B – Workplace Violence Prevention

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.~~

Through inclusive participation with the Joint Occupational Health and Safety Committee, the parties agree to include CUPE in activities intended to meet the employer's obligations under WorkSafeBC to provide a healthy and safe work environment.

T-Doc 41

Article 19.06 Deduction of Sick Leave

The parties agree to amend Article 19.06 and delete Letter of Agreement #4 as follows:

19.06 DEDUCTION OF SICK LEAVE

Absence for an ~~accounted~~ illness for less than half (1/2) a day shall not be deducted. Absence for half (1/2) a day or more and less than a full day shall be deducted as one-half (1/2) day. This provision is to be pro-rated for part-time employees.

The employee will make every reasonable effort to schedule a medical appointment outside of their normal working hours. When this is not possible, time taken from previously scheduled work for medical appointments will be deducted from sick leave credits.

~~*Letter of Agreement #4*~~

~~*RE: Health Care Practitioners*~~

~~In addition to Articles 19.01 and 19.05, 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.~~

~~Signed this 6th day of December, 2012~~

~~Signed this 3rd day of March, 2006~~

T-Doc 42 Article 16.08 Calculation of Overtime Rate

The parties have agreed to the deletion of Article 16.08

~~16.08 CALCULATION OF OVERTIME RATE~~

~~For the purpose of calculating the hourly rate, an employee's biweekly rate shall be divided by seventy (70) for employees on thirty five (35) hours per week, and multiplied by the applicable overtime rate.~~

~~Should the hourly rate arrived at result in a fraction of one (1) cent, it shall be taken to the next highest full cent before multiplying the applicable overtime rate.~~

T-Doc 43 Article 16.05 and Article 17 Overtime Compensation

The parties have agreed to amend Article 16.05 and Article 17 as follows:

16.05 OVERTIME COMPENSATION

- c) Overtime worked shall be compensated for at the following rates:
 - iv) Time and one-half for first four (4) overtime hours worked after a normal full time work day, and
 - v) Double time for all hours worked in excess of four (4) overtime hours worked after a normal full time work day.
 - vi) Double time for all hours worked on day of rest.
- d) ~~An employee who works on a designated holiday which is not a scheduled work day, shall receive the regular day's pay, and shall receive additional compensation at the rate of double time for all hours worked; except for Christmas and New Year's when the additional compensation shall be the rate of double time and one-half for all hours worked.~~
- e) An employee on travel status who is required to travel on the Employer's business in excess of full-time hours shall be compensated at the applicable overtime rates for all hours travelled. The Employer may determine the means of such travel.

Article 17 – General Holidays

17.01 GENERAL HOLIDAYS

b) General Holiday Pay

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

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

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

- c) If a general holiday falls on a Saturday or Sunday, the Provincial declaration shall apply.
- d) Casual Employees In lieu of General Holiday pay as set forth above, a premium of four decimal six percent (4.6%) will be added to the base rate of employees classified as casual.
- f) ~~Where an employee is required to work on a general holiday the employee shall be paid at the overtime rate and receive equal time off with pay at the regular rate.~~ An employee who works on a ~~designated~~ general holiday ~~which is not a scheduled work day~~, shall receive the regular day's pay or equal time off with pay at the regular rate, and shall receive additional compensation at the rate of double time for all hours worked; except for Christmas and New Year's when the additional compensation shall be the rate of double time and one-half for all hours worked.
- e) When an employee is normally scheduled to work on Christmas Day and New Year's Day the employee will have at least one of these days as a general holiday.
- f) Where a General Holiday falls on a non-working day for an employee, the employee must be given an alternate day off with pay or choose to have the hours assigned for that day credited at straight time to their bank or choose payout at straight time. This day off must be scheduled prior to the end of the vacation year at a mutually agreed time.

17.02 NON-SERVICE DUTY DAYS

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

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

T-Doc 44 Article 10.03 Evaluation Reports

The parties agree to amend Article 10.03 as follows:

10.03 EVALUATION REPORTS

Where a formal ~~appraisal~~ evaluation of an employee's performance is carried out, the employee concerned shall be given the opportunity to read and review the ~~appraisal~~ evaluation. Provision shall be made on the evaluation form for an employee to sign it as having read it.

Employees have the right to disagree with their evaluation by making a comment on the evaluation form. Employees may have a CUPE ~~shop~~ steward present at any evaluation meeting held with a supervisor in which the overall evaluation is unsatisfactory.

T-Doc 45 Article 28.08 Association or Professional Fees

The parties have agreed to amend Article 28 as follows:

28.06 PAY ON TEMPORARY ASSIGNMENT

A regular employee temporarily assigned by the Employer to a position with a rate of pay lower than the employee's regular rate of pay shall maintain the regular rate of pay.

28.07 INCREMENTAL PROGRESSION

Employees will progress from Step 1 to Step 2 of the salary grid as follows:

- a) from the first day of the pay period following twelve (12) months from the date a regular employee commences in a position;
- b) from the first day of the pay period following twelve (12) months from the date a temporary employee commences in a position, if still employed in that position.

28.08 ASSOCIATION OR PROFESSIONAL FEES

Any employee who holds a position that requires the employee to be a member of a professional association shall have the fees required to maintain registration paid by the

Employer.

28.09 MILEAGE AND TRAVEL ALLOWANCE

Mileage and travel allowances shall be governed by the University Board regulations. Information on the current scales for mileage and travel allowances is available through the Vice-President of Administration & Bursar's Office.

28.10 TRANSPORTATION FOR EMPLOYEES

Transportation will be provided to employees who are required to work other than their normal working hours, and who must travel to and/or from their home during the hours between 11:00 p.m. and 6:00 a.m. and when convenient public transportation or other transportation facilities are not available. An employee shall be provided transportation or be reimbursed for the cost of their transportation up to a maximum of thirty (\$30.00) dollars.

28.11 WEATHER CLOSURE / SNOW AND ICE REMOVAL

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

- Facilities Services & Campus Development, including Warehouse, Shipping/Receiving and Courier
- Payroll
- Information Technology Services
- Vehicle Coordinator
- Switchboard Operation.

An individual employee, which includes supervisors in the bargaining unit, may not elect assignment as "required services." Any designations beyond the approved list above would require University Executive approval.

b) Where the University specifically requires the services of individuals designated as "Operational Needs" personnel, and those individuals are unable to get to and from the University premises due solely to the extreme weather conditions, the University will either:

- i) provide or arrange transportation to and from the University; or
- ii) not require attendance at work under the "Operational Needs" designation.

c) Compensation, in addition to the terms of the Collective Agreement, will be in the form of time off equivalent to the assigned regular hours to a maximum of seven (7) hours per day.

d) The accumulated credits under the Operational Needs clause may be banked for

utilization and this utilization will take place by the 31st day of August after they have been earned.

However, if the accumulated time off is not utilized by August 31, payment in lieu will be processed.

- e) Additional compensation for all eligible employees who report for unscheduled call-out assignments, at the appointed start time shall be one (1) 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 am for a 4:00 am start time.

T-Doc 46

Article 24.01 Supply of Work Clothes

The parties agree to amend article 24.01 as follows:

Article 24– Work Clothes

24.01 SUPPLY OF WORK CLOTHES

- a) The Employer agrees to provide the appropriate uniform or wearing apparel to employees required to wear a uniform or standard form of dress.
- ~~b) Female employees who are required to wear uniforms because of the nature of their work will be supplied with uniform pant suits at their request.~~
- e) b) Vancouver Island University will require regular, temporary and casual employees, in positions identified by Workers' Compensation Board Regulations, to wear safety footwear.

Regular employees, occupying identified positions, will be reimbursed for the purchase of safety footwear as required but no more frequently than every ~~twenty-four (24)~~ thirty-six (36) months, unless approved by their supervisor. Footwear must meet the requirements of Canadian Standards Association Standard Z195 "Safety Footwear," pursuant to Industrial Health & Safety Regulations. Actual cost will be reimbursed to a maximum of ~~\$420.00~~ \$180.00 upon submission of the receipt.

T-Doc 47

Article 28.05 Rate of Pay on Promotion or Reclassification

The parties agree to amend Article 28.05 as follows:

28.05 RATE OF PAY ON PROMOTION OR RECLASSIFICATION

When an employee is promoted ~~or reclassified~~ to a higher paying position, the employee will receive the rate of pay which is the next highest rate in the new scale.

When an employee is ~~reclassified upward~~ or promoted the date of such change will alter the increment date. However, should the increase in salary be less than the value of an increment on the scale from which the employee has moved, the increment date will not change.

T-Doc 48

Article 23.03 Occupational First Aid Requirements

The parties agree to amend Article 23.03 as follows, and delete LOA #3:

23.03 OCCUPATIONAL FIRST AID REQUIREMENTS

- a) The union and the employer agree that first aid regulations made pursuant to the Workers' Compensation Act shall be fully complied with. Where the employer requires 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 day the employee does not normally work, they will receive time off in lieu, such time to be taken subject to operational requirements as approved by their supervisor, for the time spent at courses and writing examinations.

- b) A premium shall be paid to employees required to possess a certificate under this Article.

The amount of the premium shall be:

Occupational First Aid Certificate, Level I	40 cents per hour;
Occupational First Aid Certificate, Level II	70 cents per hour;
Occupational First Aid Certificate, Level III	81 cents per hour.

- c) The cost of obtaining first-aid certification shall be paid as follows:

i) When an external applicant (outside of the bargaining unit) applies for a first-aid designated position, the applicant 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 the Employer designates an employee's position as requiring first-aid certification, the Employer shall pay the cost of certification (tuition and time off).

T-Doc 49

Article 13.01 Job Postings

The parties agree to amend Article 13.01 as follows:

13.01 JOB POSTINGS

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

T-Doc 50

New Letter of Understanding #3 – Commitment to Support Professional Development and Career Success

The parties agree to the following new Letter of Understanding #3:

Commitment to Support Professional Development and Career Success

The parties agree to the following:

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

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

The parties agree to renew the following:

Appendix D

The parties agree to amend the following:

Letter of Agreement #2

Letter of Agreement #6

Letter of Agreement #8

The parties agree to delete the following:

Appendix C

Letter of Agreement #3

Letter of Agreement #4

Letter of Agreement #5

Letter of Agreement #7