

**COLLECTIVE AGREEMENT**

**between the**

**KWANTLEN POLYTECHNIC UNIVERSITY**

**and the**

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

**Effective from July 1, 2014 to June 30, 2019**

## TABLE OF CONTENTS

<b>ARTICLE 1 - PREAMBLE .....</b>	<b>1</b>
1.1 Purpose of Agreement.....	1
1.2 Future Legislation .....	1
1.3 Conflict with Regulations of the Employer .....	1
1.4 Gender and Singular Terms .....	1
1.5 Human Rights Code of British Columbia .....	1
<b>ARTICLE 2 - DEFINITIONS .....</b>	<b>1</b>
2.1 Auxiliary Employee .....	1
2.2 Consultation or Discussion .....	2
2.3 Promotion .....	2
2.4 Regular Employee .....	2
2.5 Travel Status.....	2
2.6 Layoff.....	2
2.7 Common-law Spouse.....	2
2.8 Abandonment of Position .....	2
<b>ARTICLE 3 - UNION RECOGNITION AND RIGHTS .....</b>	<b>3</b>
3.1 Bargaining Unit Defined.....	3
3.2 Bargaining Agent Recognized .....	3
3.3 Correspondence.....	3
3.4 No Other Agreement .....	3
3.5 No Discrimination for Union Activity .....	3
3.6 Recognition and Rights of Stewards .....	3
3.7 Bulletin Boards .....	4
3.8 Union Insignia .....	4
3.9 Right to Refuse to Cross Picket Lines .....	4
3.10 Time Off for Union Business.....	4
3.11 Employer Paid Union Leave.....	5
3.12 Local Union Meetings .....	5
3.13 Employee Assistance Program .....	5
3.14 Future Committees.....	6
<b>ARTICLE 4 - UNION SECURITY.....</b>	<b>6</b>
4.1 Union Membership.....	6
4.2 Contracting Out.....	6
<b>ARTICLE 5 - CHECK-OFF OF UNION DUES.....</b>	<b>6</b>
<b>ARTICLE 6 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES .....</b>	<b>7</b>
<b>ARTICLE 7 - EMPLOYER'S RIGHTS .....</b>	<b>7</b>
<b>ARTICLE 8 - EMPLOYER/UNION RELATIONS .....</b>	<b>8</b>
8.1 Representation .....	8
8.2 Union Negotiating Committee .....	8
8.3 Union Representation.....	8
8.4 Technical Information.....	8
<b>ARTICLE 9 - LABOUR/MANAGEMENT RELATIONS COMMITTEE .....</b>	<b>8</b>
9.1 Meetings .....	8
9.2 Representation .....	9

9.3	Guidelines.....	9
<b>ARTICLE 10 - GRIEVANCES.....</b>		<b>9</b>
10.1	Definition of Grievances .....	9
10.2	Step 1 - Verbal Grievance .....	10
10.3	Time Limits to Present Initial Grievance .....	10
10.4	Step 2 - Written Grievance .....	10
10.5	Time Limit to Reply at Step 2.....	10
10.6	Step 3.....	10
10.7	Time Limit to Reply at Step 3.....	11
10.8	Failure to Act .....	11
10.9	Time Limit to Submit to Arbitration .....	11
10.10	Amending of Time Limits.....	11
10.11	Dismissal or Suspension Grievance .....	11
10.12	Deviation from Grievance Procedure .....	11
10.13	Policy Grievance.....	11
10.14	Technical Objections to Grievance.....	11
<b>ARTICLE 11 - ARBITRATION .....</b>		<b>12</b>
11.1	Notification .....	12
11.2	Appointment of the Arbitrator.....	12
11.3	Procedure.....	12
11.4	Decision of Arbitration.....	12
11.5	Expenses of Arbitrator .....	12
11.6	Amending Time Limits .....	12
11.7	Investigator Hearing .....	12
11.8	Implementation of Investigator Recommendations .....	13
<b>ARTICLE 12 - DISCHARGE, SUSPENSION AND DISCIPLINE.....</b>		<b>13</b>
12.1	Justice and Dignity .....	13
12.2	Discipline Procedure .....	13
12.3	Right to Grieve .....	13
12.4	Burden of Proof.....	14
12.5	Right to Grieve Other Disciplinary Action .....	14
<b>ARTICLE 13 - HARASSMENT .....</b>		<b>14</b>
13.1	Sexual Harassment .....	14
13.2	Personal Harassment.....	14
13.3	Complaint Procedure for Sexual and Personal Harassment .....	15
<b>ARTICLE 14 - SENIORITY .....</b>		<b>16</b>
14.1	Seniority Defined .....	16
14.2	Seniority List.....	16
14.3	Loss of Seniority .....	16
14.4	Re-Employment .....	16
14.5	Seniority on Demotion.....	16
<b>ARTICLE 15 - LAYOFF AND RECALL.....</b>		<b>16</b>
15.1	Labour Adjustment .....	16
15.2	Layoff Procedure.....	17
15.3	Bumping .....	18
15.4	Recall .....	19
15.5	Application .....	19

15.6	Advance Notice .....	19
15.7	Continuation of Benefits.....	20
15.8	Severance Pay .....	20
<b>ARTICLE 16 - HOURS OF WORK .....</b>		<b>21</b>
16.1	Standard Workweek .....	21
16.2	Standard Workday .....	21
16.3	Meal Periods .....	21
16.4	Modified Workweek and Flexible Hours Schedules .....	21
16.5	Scheduling of Hours .....	22
16.6	Clean-up Time .....	22
16.7	Reporting Stations and Reporting to Work.....	22
16.8	Rest Periods .....	23
16.9	Hours of Work - Work Schedules .....	23
<b>ARTICLE 17 - SHIFT WORK.....</b>		<b>24</b>
17.1	Definition of Shifts .....	24
17.2	Shift Premiums.....	24
17.3	Notice of Shift Schedules .....	25
17.4	Rotation and Scheduling.....	25
17.5	Exchange of Shifts .....	25
17.6	Short Changeover .....	25
17.7	Split Shifts.....	25
<b>ARTICLE 18 - OVERTIME.....</b>		<b>26</b>
18.1	Definitions .....	26
18.2	Overtime Entitlement .....	26
18.3	Recording of Overtime .....	26
18.4	Sharing of Overtime.....	26
18.5	Overtime Pay.....	26
18.6	Overtime Meal Allowance .....	27
18.7	No Layoff to Compensate for Overtime.....	27
18.8	Right to Refuse Overtime .....	27
18.9	Overtime for Part-Time Employees.....	27
18.10	Callout Provisions.....	27
18.11	Rest Interval .....	28
18.12	Travel Time Pay.....	28
<b>ARTICLE 19 - HOLIDAYS.....</b>		<b>28</b>
19.1	Paid Holidays.....	28
19.2	Holiday Falling on Saturday or Sunday.....	29
19.3	Holiday Falling on a Day of Rest .....	29
19.4	Holiday Falling on a Scheduled Workday.....	29
19.5	Holiday Coinciding with a Day of Vacation .....	29
19.6	Paid Holiday Pay.....	29
<b>ARTICLE 20 - ANNUAL VACATIONS.....</b>		<b>29</b>
20.1	Vacation Entitlement in Incomplete Year .....	29
20.2	Vacation Entitlement in Full Calendar Years.....	29
20.3	Vacation Scheduling.....	30
20.4	New Employees .....	30
20.5	Scheduled Vacations.....	31

20.6	Vacation Pay.....	31
20.7	Approved Leave of Absence With Pay During Vacations .....	31
20.8	Callback on Vacation.....	31
20.9	Vacation Carryover .....	31
20.10	Vacation for Repeating Fixed Term Positions .....	31
<b>ARTICLE 21 - HEALTH AND WELFARE.....</b>		<b>32</b>
21.1	Basic Medical Insurance .....	32
21.2	Extended Health Benefits .....	32
21.3	Group Life and Accidental Death & Disability.....	32
21.4	Short-Term Indemnity Plan and Long-Term Disability Insurance .....	32
21.5	Dental Plan.....	33
21.6	Sick Leave Policy.....	33
21.7	Joint Early Intervention Program .....	33
21.8	Employee to Inform Employer .....	34
21.9	Leave Report .....	34
21.10	Ineligible for Sick Leave.....	34
21.11	Medical Examination .....	34
21.12	Benefit Coverage During Leave of Absence.....	34
21.13	Contributions in Advance .....	35
<b>ARTICLE 22 - STAFF TRAINING AND DEVELOPMENT .....</b>		<b>35</b>
22.1	Preamble .....	35
22.2	Funding.....	35
22.3	Time Off for Personnel Development Activities .....	36
22.4	Employee Orientation .....	37
22.5	University Study Benefits.....	37
<b>ARTICLE 23 - PROFESSIONAL DEVELOPMENT FOR SPECIALIZED POSITIONS.....</b>		<b>37</b>
23.1	Preamble .....	37
23.2	Funding.....	37
23.3	Employer-Required Training.....	38
<b>ARTICLE 24 - EDUCATIONAL LEAVE .....</b>		<b>38</b>
24.1	Educational Leave .....	38
<b>ARTICLE 25 - SPECIAL AND OTHER LEAVE.....</b>		<b>39</b>
25.1	Compassionate Care Leave .....	39
25.2	Bereavement Leave .....	39
25.3	Full-Time Union or Public Duties.....	39
25.4	Leave for Court Appearance.....	40
25.5	Elections .....	40
25.6	Family Illness .....	40
25.7	Medical and Dental Appointments .....	40
25.8	Special Leave .....	40
25.9	General Leave .....	41
25.10	Leave of Absence for University Committees.....	41
25.11	Deferred Salary Leave.....	41
<b>ARTICLE 26 - MATERNITY/PARENTAL LEAVE .....</b>		<b>41</b>
26.1	Maternity Leave .....	41
26.2	Parental Leave.....	42
26.3	Supplemental Employment Benefit for Maternity and Parental Leave .....	43

26.4	Seniority Rights on Re-Employment .....	43
<b>ARTICLE 27 - WORK ENVIRONMENT .....</b>		<b>44</b>
27.1	Joint Consultation .....	44
<b>ARTICLE 28 - SAFETY AND HEALTH .....</b>		<b>44</b>
28.1	Conditions .....	44
28.2	Safety Committee .....	44
28.3	Industrial First Aid Requirements.....	44
28.4	Unsafe Work Conditions.....	45
28.5	Injury Pay Provision .....	45
28.6	Transportation of Accident Victims.....	45
28.7	Health and Safety Courses.....	45
28.8	Shift Workers .....	45
<b>ARTICLE 29 - WORK CLOTHING .....</b>		<b>45</b>
29.1	Supply of Work Clothing.....	45
29.2	Maintenance of Clothing .....	45
29.3	Union Label .....	46
<b>ARTICLE 30 - TECHNOLOGICAL CHANGE .....</b>		<b>46</b>
30.1	Definition.....	46
30.2	Notification of Change.....	46
30.3	Collective Bargaining .....	46
30.4	Failure to Reach Agreement.....	46
30.5	Training.....	46
30.6	Alternate Provisions.....	46
30.7	Priority in Vacancy .....	46
<b>ARTICLE 31 - PROMOTIONS AND STAFF CHANGES .....</b>		<b>47</b>
31.1	Job Postings.....	47
31.2	Information in Postings .....	47
31.3	No Outside Advertising.....	47
31.4	Role of Seniority in Promotions and Transfers .....	48
31.5	Probation Period for Initial Regular Appointment.....	48
31.6	Trial Period .....	48
31.7	Assessment Reports.....	48
31.8	Selection Panels .....	49
31.9	Local Union Observer .....	49
31.10	Notification to Employee and Union.....	49
31.11	Right to Grieve .....	49
31.12	Personnel Files .....	49
31.13	Transfer Without Posting .....	49
31.14	Recall from Layoff Without Posting .....	50
<b>ARTICLE 32 - JOB CLASSIFICATION AND RECLASSIFICATION.....</b>		<b>50</b>
32.1	Preamble .....	50
32.2	Joint Job Evaluation Committee.....	50
32.3	Documents for Committee.....	50
32.4	Changes in Classification.....	50
32.5	Retroactivity.....	51
32.6	Resolution of Disputes.....	51
32.7	Criteria for Arbitration .....	51

32.8	Existing Scale .....	51
32.9	Substitution Pay in Lieu of Formal Reclassification .....	51
32.10	Job Descriptions .....	51
32.11	New Position .....	51
32.12	No Delay .....	52
32.13	Reclassification of Position .....	52
<b>ARTICLE 33 - EMPLOYEE WORKLOAD .....</b>		<b>52</b>
<b>ARTICLE 34 - PERSONAL DUTIES.....</b>		<b>52</b>
<b>ARTICLE 35 - PAYMENT OF WAGES AND ALLOWANCES.....</b>		<b>52</b>
35.1	Equal Pay .....	52
35.2	Paydays.....	52
35.3	Rates of Pay.....	52
35.4	Wage Increments.....	53
35.5	Wages.....	53
35.6	Substitution Pay .....	54
35.7	Rate of Pay on Promotion or Reclassification.....	54
35.8	Pay on Temporary Assignment .....	54
35.9	Mileage Allowance.....	54
35.10	Meal Allowance .....	54
35.11	Transportation for Employees.....	55
35.12	Cashier Policy .....	55
35.13	Upgrading Qualifications .....	55
35.14	Overpayment of Salary and Allowance.....	55
35.15	Professional Membership Fees .....	55
35.16	Professional Fees .....	56
<b>ARTICLE 36 - AUXILIARY EMPLOYEES .....</b>		<b>56</b>
36.1	Appointment .....	56
36.2	Auxiliary Seniority .....	56
36.3	Loss of Seniority .....	56
36.4	Layoff and Recall.....	56
36.5	Application of Agreement .....	56
36.6	Annual Vacation.....	57
36.7	Health and Welfare.....	57
36.8	Paid Holidays.....	57
36.9	Entitlement to Wage Increments.....	57
36.10	Entitlement to Benefits.....	57
<b>ARTICLE 37 - TERM OF AGREEMENT.....</b>		<b>57</b>
37.1	Duration .....	57
37.2	Notice to Bargain .....	57
37.3	Commencement of Bargaining.....	58
37.4	Changes in Agreement .....	58
37.5	Agreement to Continue in Force.....	58
37.6	Effective Date of Agreement .....	58
37.7	Reference to Labour Code.....	58
<b>ARTICLE 38 - EARLY RETIREMENT INCENTIVE .....</b>		<b>58</b>
<b>APPENDIX A - Wages .....</b>		<b>60</b>

LETTER OF UNDERSTANDING 1 - Co-op Ed Student Training Program Placement .....	63
LETTER OF UNDERSTANDING 2 - Student Assistants .....	64
LETTER OF UNDERSTANDING 3 - Job Sharing .....	64
LETTER OF UNDERSTANDING 4 - Employment Equity.....	66
LETTER OF UNDERSTANDING 5 - Market Value Stipend .....	66
LETTER OF UNDERSTANDING 6 - Re: Laboratory/Shop Hours.....	67
MEMORANDUM OF UNDERSTANDING 1 - Re: Pay Equity/Job Evaluation Program.....	67
MEMORANDUM OF UNDERSTANDING 2 - The Economic Stability Dividend .....	70



## ARTICLE 1 - PREAMBLE

### 1.1 Purpose of Agreement

- (a) The purpose of this Agreement is to establish and maintain orderly collective bargaining procedures between the University Board, hereinafter referred to as the Employer, and the Union.
- (b) The parties to this Agreement share a desire to improve the quality of the educational service provided at Kwantlen Polytechnic University. Accordingly they are determined to establish, within the framework provided by the law, an effective working relationship at all levels of the University in which members of the bargaining unit are employed.

### 1.2 Future Legislation

In the event that any future legislation renders null and void any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement, and the parties hereto shall consult with a view to reaching mutually agreeable provision to be substituted for the provisions so rendered null and void.

In the event any future legislation materially alters the intent of any clause in this Agreement, either party may request consultation with a view to seeking an amendment or clarification of the clause.

### 1.3 Conflict with Regulations of the Employer

In the event that there is a conflict between the contents of this Agreement and any regulation made by the Employer, or on behalf of the Employer, this Agreement shall take precedence over the said regulations.

### 1.4 Gender and Singular Terms

- (a) The words employee or employees are used throughout this Agreement for convenience only and the same shall be construed as meaning and including employees of both the feminine and masculine genders.
- (b) Wherever the singular term employee is used herein, the same shall be construed as meaning and including the plural.

### 1.5 Human Rights Code of British Columbia

The parties hereto subscribe to the principles of the *Human Rights Code* of British Columbia.

## ARTICLE 2 - DEFINITIONS

The following specific definitions of words, terms or phrases shall be used to establish the intent and meaning of the language of this Agreement.

### 2.1 Auxiliary Employee

Means an employee who is employed for:

- (a) specific projects, or
- (b) temporary positions created by the Employer of six months' duration or less. In the event the temporary position exceeds 20 hours/week, repeats and is separated by a layoff of 30 days or less, it will be posted as a regular position; or
- (c) replacement of employees on leave, or

- (d) part-time work of less than 20 hours per week, or
- (e) temporary work as identified in Clause 31.1(b)(3).

## **2.2 Consultation or Discussion**

A process intended as a vehicle through which the parties may make known their respective views and opinions, but not intended to connote consensus or mutual agreement.

## **2.3 Promotion**

Means a change from an employee's position to one with a higher maximum salary level.

## **2.4 Regular Employee**

Means an employee who is appointed to a:

- (a) continuous full-time position, or
- (b) continuous part-time position of 20 hours or more per week, or
- (c) repeating fixed-term positions (minimum 20 hours per week) having a term of at least six months.

*NOTE: Benefits, wage increments, vacations and statutory holidays for part-time regular employees will be paid on a pro rata basis, i.e., proportionate to their time worked and will be in accordance with the terms of the policies with the carriers.*

## **2.5 Travel Status**

Travel by an employee, outside the University region on University business, where authorization for such travel has been requested in advance on the appropriate form, and approved by the University.

## **2.6 Layoff**

Layoff is a cessation of employment, or elimination of a job resulting from a decrease in the amount of work required to be done by the Employer, a reorganization, program termination, technological change, closure, shortage of operating funds as determined by the Employer, or other material change in organization.

## **2.7 Common-law Spouse**

For the purposes of Clauses 25.1, 21.2 and 21.4 the term common-law spouse means a person who resides with the employee in a common-law relationship which shall be defined as a relationship wherein two persons of the same or opposite sex cohabit for a period of at least one year as if husband and wife and whereby there is a mutual agreement between such persons that said relationship is a permanent relationship, exclusive of all other relationships.

## **2.8 Abandonment of Position**

An employee who fails to report for duty for five consecutive workdays without informing the Employer of the reason for the absence will be presumed to have abandoned their position. The employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not having informed the Employer.

## **ARTICLE 3 - UNION RECOGNITION AND RIGHTS**

### **3.1 Bargaining Unit Defined**

The bargaining unit shall comprise all employees included in the bargaining unit as described in the certification issued by the Labour Relations Board of British Columbia, except positions excluded by mutual agreement between the parties or excluded by the Labour Relations Board of British Columbia.

(a) The question of inclusion or exclusion of a new position created by the Employer will be negotiated with the Union prior to any posting of the position. In the event the parties cannot agree, the question of inclusion or exclusion may be referred to the relevant labour relations legislation. Where the parties fail to agree and pending a decision from the relevant body administering the labour relations legislation, the position may be filled and worked.

The Employer will provide the Union with a copy of the organizational chart for the immediate branch or program where the position is located, a copy of the position's job description and a copy of the job description for the position which supervises the position in question.

(b) If an existing position is changed, such that the Union has concerns about its status, the information as described in (a) above will be supplied upon request. In the event the parties cannot agree, the question of inclusion or exclusion may be referred to the relevant labour relations legislation. Where the parties fail to agree and pending a decision from the relevant body administering the labour relations legislation, the position may be filled and worked in the jurisdiction in which the position is currently contained.

### **3.2 Bargaining Agent Recognized**

The Employer recognizes the B.C. Government and Service Employees' Union as the exclusive bargaining agent for all employees to whom the certification issued by the Labour Relations Board on December 20, 1974, and amended by the Labour Relations Board September 4, 1981, applies.

### **3.3 Correspondence**

The Employer agrees that all correspondence between the Employer and the Union related to matters covered in this Agreement shall be sent to the President of the Union or designate, with a copy to the Chairperson of the Bargaining Committee.

### **3.4 No Other Agreement**

No employee covered by this Agreement shall be required or permitted to make a written or oral agreement with the Employer or its representative which may conflict with the terms of this Agreement.

### **3.5 No Discrimination for Union Activity**

The Employer and the Union agree that there shall be no discrimination, interference, restriction, or coercion exercised or practised with respect to any employee for reason of membership or legitimate and lawful union activity.

### **3.6 Recognition and Rights of Stewards**

The Employer recognizes the Union's right to select stewards to represent employees. The Employer and the Union will agree on the number of stewards, taking into account both operational and geographical considerations. The Union agrees to provide the Employer with a list of the employees designated as stewards for each work unit. Stewards shall obtain the permission of their immediate supervisor before leaving their work to perform their duties as a steward. Such permission shall not be unreasonably withheld. On resuming normal duties, stewards shall notify their supervisors. The duties of stewards shall include but are not restricted to:

- (a) investigation of complaints of an urgent nature;
- (b) investigation of grievances and assisting any employee whom the steward represents in preparing and presenting a grievance in accordance with the grievance procedure;
- (c) supervision of ballot boxes and other related functions during ratification votes;
- (d) carrying out duties within the realm of safety responsibilities.

The Union agrees that stewards will not abuse the rights given by this clause.

### **3.7 Bulletin Boards**

The Employer shall provide glassed-in bulletin board facilities for union business for the exclusive use of the Union, the sites to be determined by mutual agreement. The use of such bulletin board facilities shall be restricted to the business affairs of the Union.

### **3.8 Union Insignia**

- (a) A union member shall have the right to wear or display the recognized insignia of the Union.
- (b) The Union agrees to supply union shop cards for each of the Employer's places of operation covered by this Agreement, to be displayed at the entrance to each building; such shop cards remain the property of the Union, and shall be surrendered upon demand by the Union.
- (c) The recognized insignia of the Union will include the designation BCGEU. This designation may be placed in stenography typed by a member of the Union. This designation shall be placed below the signatory initials on typewritten correspondence.

### **3.9 Right to Refuse to Cross Picket Lines**

- (a) All employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a dispute as defined in the relevant labour relations legislation. Failure to cross a picket line encountered in carrying out the Employer's business shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.
- (b) Employees shall not expect to receive pay for work not performed, statutory holiday pay or vacation pay as a result of observance of picket lines. Health and welfare benefits will be continued. The Union will pay the full cost normally paid by the Employer.
- (c) No employee shall be required to cross or suffer loss of pay for failure to cross a picket line where the employee is apprehensive for his or her personal safety.

### **3.10 Time Off for Union Business**

- (a) *Without Pay*

Time off without pay and without loss of seniority or benefits will be granted:

- (1) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
- (2) for elected or appointed representatives of the Union to attend to union business which requires them to leave their premises of employment; and
- (3) for employees who are representatives of the Union on a Bargaining Committee to attend meetings of the Bargaining Committee.

- (b) *With Pay*

Time off with pay and without loss of seniority or benefits will be granted:

- (1) to three employees who are representatives on the Bargaining Committee to leave their employment to carry on negotiations with the Employer;
- (2) in addition, the Union may call upon up to two additional employees to assist the Bargaining Committee with technical information and advice. It is understood that this will be necessary only during the period of negotiations, and on an irregular basis;
- (3) to stewards to perform their duties pursuant to Clause 3.6; and
- (4) to employees called to appear as witnesses before an arbitrator.

It is understood that employees granted time off pursuant to this article shall receive their current rate of pay while on time off with pay. Time off granted under this article shall include sufficient travel time. The Employer agrees that the granting of any of the above time off shall be subject to their requirements but shall not be unreasonably withheld. To facilitate the administration of paragraph (a) of this article, when time off without pay is granted, the time off shall be given with pay and the Union shall reimburse the Employer the appropriate salary costs, including travel time incurred.

### **3.11 Employer Paid Union Leave**

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

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

Where such leave is granted, the Employer will replace the employee as necessary. The cost of this provision will be borne by the institution as a general operating expense.

### **3.12 Local Union Meetings**

- (a) Employees shall be entitled to be absent from work for two hours prior to 4:30 p.m. for the purpose of attending union meetings. This leave shall be granted two times per calendar year and shall be with no loss of pay or benefits.
- (b) Afternoon shift employees shall be entitled to two hours near the beginning of their shifts as per (a) above.
- (c) The Union shall notify the Employer of the details of such meetings two weeks prior to the meeting and shall consult with the Employer on appropriate dates.
- (d) An additional two hours shall be granted to all employees, as per the provisions of Clauses (a) and (b) above, for the purposes of dealing with ratification matters. This leave shall only be granted once during the contractual period.
- (e) Clause 3.12(c) shall not apply to 3.12(d).

### **3.13 Employee Assistance Program**

- (a) The Union and the Employer recognize the importance of a joint program to assist employees.
- (b) Any issues or concerns with the EAP will be brought to the Labour/Management Relations Committee.

- (c) None of the above will prevent either party from withdrawing from the Program with 60 days' notice. Notice of any change in EAP coverage or carrier will be provided by the Employer with 60 days' advance notice.

### **3.14 Future Committees**

It is agreed that any future open committees struck by the Employer which may deal with matters affecting any employee shall include representation from the Union. Such representation shall be appointed by the Union.

## **ARTICLE 4 - UNION SECURITY**

### **4.1 Union Membership**

- (a) All employees in the bargaining unit who on December 20, 1974 were members of the Union, or thereafter became members of the Union, shall as a condition of continued employment, maintain such membership.
- (b) Present employees who, on December 20, 1974 were not members of the Union, are free to choose whether or not to become members of the Union.
- (c) All employees hired on or after execution of this Agreement shall, as a condition of continued employment, become members of the Union, and maintain such membership, upon completion of 30 calendar days as an employee.

### **4.2 Contracting Out**

- (a) The Employer will not contract out any work presently performed by the employees covered by a Collective Agreement which would result in the layoff of such employees, including a reduction in assignment work.
- (b) The Employer agrees to provide, upon request of the Union, copies of all purchase service agreements to the Bargaining Unit Chairperson and to discuss the contracts that are of concern to the Union. The parties recognize the obligations of the Employer under Freedom of Information and Protection of Privacy legislation and agree to maintain confidentiality of all private information in these contracts.

## **ARTICLE 5 - CHECK-OFF OF UNION DUES**

- (a) The Employer shall, as a condition of employment, deduct from the wages or salary of each employee in the bargaining unit, whether or not the employee is a member of the Union, and upon receipt of proper authorization, the amount of the regular monthly dues payable to the Union by a member of the Union in the next appropriate pay period following receipt of such authorization.

An employee shall, as a condition of continued employment, complete an authorization form providing for the deduction from an employee's monthly wages or salary the amount of the regular monthly union dues payable to the Union by a member of the Union.

The Union may by written demand require the Employer to dismiss an employee who refuses to authorize a deduction in favour of the Union. At least one month's notice to the Employer will be given.

- (b) The Employer shall deduct from any employee who is a member of the Union any assessments levied in accordance with the Union Constitution and/or Bylaws and owing by the employee to the Union.

- (c) Deductions shall be made from each normal pay owing to the employee and membership dues or payments in lieu thereof shall be considered as owing in the month for which they are so deducted.
- (d) All deductions shall be remitted to the President of the Union not later than 28 days after the date of deduction and the Employer shall also provide a list of names as well as classifications of those employees from whose salaries such deductions have been made, together with the amounts deducted from each employee.
- (e) Before the Employer is obliged to deduct any amount under Section (a) of this article, the Union must advise the Employer in writing of the amount of its regular monthly dues. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the President of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.
- (f) From the date of the signing of this Agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other monies deducted by the Employer from the pay of the employees in the bargaining unit.
- (g) The Employer shall supply each employee, without charge, with a receipt for income tax purposes in the amount of the deductions paid to the Union by the employee in the previous year. Such receipts shall be provided to the employees prior to March 1 of the succeeding year.

#### **ARTICLE 6 - EMPLOYER AND UNION SHALL ACQUAINT NEW EMPLOYEES**

- (a) The Employer agrees to acquaint new employees with the fact that a Collective Agreement is in effect and with the conditions of employment set out in the articles dealing with Union Security and Dues Check-off. A new employee shall be advised of the name and location of his/her steward. Whenever a steward is employed in the same work area as the new employee, the employee's immediate supervisor will introduce him/her to his/her steward who will provide the employee with a copy of the Collective Agreement. The Employer agrees that a union steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for up to 15 minutes during the first 30 days of employment, for the purpose of acquainting the new employee with the benefits and duties of union membership and the employee's responsibilities and obligations to the Employer and the Union.
- (b) The Chairperson of the bargaining unit or designate shall be notified of all appointments and hirings in writing within five working days of the appointment. Notification shall include the campus location and department of the new employee.

#### **ARTICLE 7 - EMPLOYER'S RIGHTS**

- (a) The Union acknowledges that the management and direction of the employees in the bargaining unit is retained by the Employer except as this Agreement otherwise specifically provides.

Without limiting the generality of the foregoing, the Employer reserves the right to decide the number of employees required for work at the University, the hours, size and locations of its operations, and the right to discipline employees for just and reasonable cause. These rights shall not be exercised in a discriminatory manner.

- (b) Where this Agreement allows, permits or grants to the Union the exclusive use of space, or the right to call upon the Employer to enforce any provision of this Agreement to the possible detriment of any employee, the Union agrees to hold the Employer harmless from any claims, demands or

judgments resulting from any action initiated by the Employer at the request or demand of the Union, except for any claim or liability arising out of an error committed by the Employer.

## **ARTICLE 8 - EMPLOYER/UNION RELATIONS**

### **8.1 Representation**

No employee or group of employees shall undertake to represent the Union at meetings with the Employer without the proper authorization of the Union. To implement this the Union shall supply the Employer with the names of its officers and similarly the Employer shall supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.

### **8.2 Union Negotiating Committee**

A union negotiating committee shall be appointed by the Union and shall consist of five members of the Union together with the President of the Union or designate. The Union shall have the right at any time to have the assistance of members of the staff of the Union when negotiating with the Employer. Three members of the Committee named by the Union, shall suffer no loss of regular pay for service on the Committee while actively and directly engaged in the negotiating process for the renewal of this Agreement, and including all necessary caucuses, but in no event will any member of the Committee be entitled to overtime or premium time for time spent in negotiations with the Employer.

### **8.3 Union Representation**

The Employer agrees that access to its premises will be granted to members of the staff of the Union when dealing or negotiating with the Employer as well as for the purpose of investigating and assisting in the settlement of a grievance. Members of the union staff shall notify the designated supervisory official in advance of their intention and their purpose of entering and shall not interfere with the operation of the department or section concerned.

In order to facilitate the orderly, as well as the confidential investigation of grievances, the Employer will make available to union representatives or stewards temporary use of an office or similar facility.

### **8.4 Technical Information**

- (a) The Employer agrees to provide to the Union such public information that is available relating to employees in the bargaining unit, as may be required by the Union for collective bargaining purposes. The Union recognizes the need for confidentiality of certain information prior to announcements by the provincial government, and such information is excluded from the operation of this clause.
- (b) The Union shall be provided with a copy of the annual budget approved by the Ministry of Advanced Education.

## **ARTICLE 9 - LABOUR/MANAGEMENT RELATIONS COMMITTEE**

### **9.1 Meetings**

In recognition of the mutual benefits of ongoing consultations and open communications between the employees and the Employer, the Union and the Employer agree to continue to conduct Labour/Management Relations Committee meetings as established in the previous Agreement.



## **9.2 Representation**

The Committee shall consist of equal numbers of union and employer representatives, with a minimum of two and a maximum of four representatives from each party. One of the Union representatives shall be the President or designate.

## **9.3 Guidelines**

The parties agree that the Committee shall be guided by the following:

- (a) The Labour/Management Relations Committee is intended as an open forum wherein matters of mutual concern and benefit can be freely and candidly discussed. Items may be put on the agenda by either party upon written notification to the other party prior to each meeting.
- (b) An employer and a union representative shall be designated as joint chairpersons and shall alternate in presiding over meetings.
- (c) Minutes of each meeting of the Committee shall be prepared as promptly as possible after the close of the meeting, and approved by the joint committee prior to posting.
- (d) The parties understand and agree that the Labour/Management Relations Committee is not intended to serve as a supplement or an alternative to the grievance/arbitration process, nor to interfere with or attempt to re-negotiate any provisions of the Agreement between the parties.
- (e) It is intended by the parties that the Labour/Management Relations Committee will be limited to serving as a vehicle for joint discussion and consultation, with a view to exploring possible solutions to mutual problems and concerns. This Committee is in no way intended to limit or restrict the rights reserved to the Employer to manage its operations or affairs.
- (f) Meetings of the Labour/Management Relations Committee will be scheduled on a regular basis once per month.
- (g) It is intended that any employee participating in meetings of the Labour/Management Relations Committee as a representative of the Union will not suffer loss of remuneration otherwise payable by the Employer when such meetings are held during working hours. Further, it is agreed that under no circumstances is the Employer obligated to pay any additional wages, salaries, overtime or other premiums in the event that the parties agree to schedule a meeting of the Labour/Management Relations Committee during non-working hours.

## **ARTICLE 10 - GRIEVANCES**

### **10.1 Definition of Grievances**

- (a) A grievance shall be defined as any dispute or controversy between the Employer and the Union or the Employer and one or more of its employees covered by this Agreement in respect of any matter relating to working conditions specifically covered by this Agreement; any matter involving the interpretation or application of any provision of this Agreement; or any matter involving the alleged violation of any provision of this Agreement.

It is understood and agreed that any grievance arising during the terms of this Agreement shall be settled in accordance with this procedure without any stoppage of or interruption of work, either partial or complete.

- (b) Employer agrees to provide, to the President of the Union, with a copy to the Chairperson of the Bargaining Committee, a list of designated supervisors and those employees they supervise.

**10.2 Step 1 - Verbal Grievance**

Any employees who have a grievance shall first go to the supervisor directly in charge of work. The employees may, at their option, be accompanied or represented by their steward or representatives of the Union. The supervisor shall be given an opportunity to answer the complaint verbally. The parties involved shall be given a maximum of three working days to solve the grievance.

**10.3 Time Limits to Present Initial Grievance**

Employees who wish to present a grievance at Step 2 of the grievance procedure, in the manner prescribed in Section 10.4, must do so not later than 30 days after the date:

- (a) on which they were notified orally or in writing of the action or circumstances giving rise to the grievance; or
- (b) on which they first became aware of the action or circumstances giving rise to the grievance.

**10.4 Step 2 - Written Grievance**

- (a) Subject to the time limits in 10.3, employees may present a grievance at this level by:
  - (1) recording this grievance on the appropriate grievance form, setting out the nature of the grievance and the circumstances from which it arose;
  - (2) stating the article or articles of the Agreement infringed upon or alleged to have been violated and the remedy or correction required, and where applicable, the reasons why just cause does not exist; and
  - (3) transmitting this grievance to the designated local supervisor through the union steward.
- (b) The local supervisor shall:
  - (1) forward the grievance to the representative of the Employer authorized to deal with grievances at Step 2; and
  - (2) provide the employee with a receipt stating the date on which the grievance was received.

**10.5 Time Limit to Reply at Step 2**

- (a) Within 10 days of receiving the grievances at Step 2, the representative designated by the Employer to handle grievances at Step 2 and the union area staff representative or designate shall meet to examine the facts, the nature of the grievance and attempt to resolve the dispute. This meeting may be waived by mutual agreement.
- (b) The representative designated by the Employer to handle grievances at Step 2 shall reply in writing to an employee's grievance within 21 days of receiving the grievance at Step 2.

**10.6 Step 3**

The President of the Union, or his designate may present a grievance at Step 3:

- (a) within 14 days after the decision has been conveyed by the representative designated by the Employer to handle grievances at Step 2; or
- (b) within 14 days after the Employer's reply was due.

**10.7 Time Limit to Reply at Step 3**

The representative designated by the Employer to handle grievances at Step 3 shall reply in writing to the grievance within 14 days of receipt of the grievance at Step 3.

**10.8 Failure to Act**

If the President of the Union, or designate, does not present a grievance to the next higher level within the prescribed time limits, the grievance will be deemed to be abandoned. However, the Union shall not be deemed to have prejudiced their position on any future grievance.

**10.9 Time Limit to Submit to Arbitration**

Failing satisfactory settlement at Step 3, and pursuant to Article 11 - Arbitration, the President or designate may inform the Employer of the intention to submit the dispute to arbitration within:

- (a) 30 days after the Employer's decision has been received; or
- (b) 30 days after the Employer's decision was due.

**10.10 Amending of Time Limits**

The time limits fixed in this grievance procedure may be altered by mutual consent of the parties, but the same must be in writing. Where a grievance or a reply is presented by mail, it shall be deemed to be presented on the day on which it is post-marked and it shall be deemed to be received on the day it was delivered to the appropriate office of the Employer or the Union.

**10.11 Dismissal or Suspension Grievance**

In the case of a dispute arising from an employee's dismissal or suspension, the grievance may commence at Step 3 of the grievance procedure within 30 days of the employee receiving notice of dismissal or notice of suspension. The requirements for stating the particulars of the grievance and reply contained in Article 10.4 will nevertheless apply.

**10.12 Deviation from Grievance Procedure**

The Employer agrees that after a grievance has been initiated by the Union, the representative of the Employer will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee without the consent of the Union. In the event that after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same grievance through any other channels than this grievance procedure, then the Union agrees that pursuant to this article, the grievance shall be considered to have been abandoned.

**10.13 Policy Grievance**

Where either party disputes the general application, interpretation or alleged violation of an article of this Agreement, the dispute shall be discussed initially with the Employer or the Union as the case may be. Where no satisfactory agreement is reached, either party may submit the dispute to arbitration, as set out in Article 11 - Arbitration of this Agreement.

**10.14 Technical Objections to Grievance**

It is the intent of both parties to this Agreement that no grievance shall be defeated merely because of a technical error in processing the grievance through the grievance procedure. To this end an arbitration board shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in processing of the grievance, in order to determine the real matter in dispute and to render a decision according to equitable principles and the justice of the case. Time limits

specified in this Article 10 - Grievances shall not be deemed to be nor construed as matters of technicality but as matters of substance.

## **ARTICLE 11 - ARBITRATION**

### **11.1 Notification**

Where a difference arising between the parties relating to the interpretation, application or administration of this Agreement, including any questions as to whether a matter is arbitrable or where an allegation is made that a term or condition of this Agreement has been violated, either of the parties may, after exhausting the grievance procedure in Article 10 - Grievances, notify the other party within 30 days of the receipt of the reply at the 3rd step, of its desire to submit the difference or allegations to arbitration.

### **11.2 Appointment of the Arbitrator**

Within 15 working days of the delivery and receipt of the reference to arbitration, the parties shall select a mutually agreeable arbitrator. In the event that the parties cannot agree upon the selection of an arbitrator, either party or both of the parties may request the appointment of an arbitrator through the relevant body administering the labour relations' legislation.

### **11.3 Procedure**

The arbitrator shall give full opportunity to all parties to present evidence and make representations; shall hear and determine the difference or allegation; and shall make every effort to render a decision within 15 days of the first hearing.

### **11.4 Decision of Arbitration**

The decision of the arbitrator shall be final, binding and enforceable on the parties. However, the arbitrator shall not have the power to change this Agreement or to alter, modify or amend any of its provisions.

### **11.5 Expenses of Arbitrator**

Each party shall pay one-half of the fees and expenses of the arbitrator.

### **11.6 Amending Time Limits**

The time limits fixed in the arbitration procedure may be altered by mutual consent of the parties but the same must be in writing.

### **11.7 Investigator Hearing**

If a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this Agreement, including any questions as to whether a matter is arbitrable, during the term of the Collective Agreement Joan Gordon or Colin Taylor, subject to their availability, or another investigator agreed to by the parties, shall with mutual agreement:

- (a) investigate the difference;
- (b) define the issue in the difference;
- (c) make written recommendations to resolve the difference

within 30 days of the date of receipt of the request and, for those 30 days from that date, time does not run in respect of the grievance procedure.

### **11.8 Implementation of Investigator Recommendations**

The Union and the Employer shall confer and may agree prior to the investigator process, without prejudice, to implement the investigator's recommendations that result from a hearing under Clause 11.7.

## **ARTICLE 12 - DISCHARGE, SUSPENSION AND DISCIPLINE**

### **12.1 Justice and Dignity**

The parties agree that in certain situations, it may be in the best interest of both Employer and employees that employees be reassigned or removed from all job sites during an investigation of conduct. In cases where an employee cannot be reassigned, the employee shall be considered to be on a leave of absence without loss of pay until the Employer makes a decision relative to imposing discipline.

### **12.2 Discipline Procedure**

No employee shall be disciplined, suspended or discharged except for just cause, and an employee shall be discharged only upon the written authority of the Employer.

An employee has the right to bring a shop steward to any meeting which the employee reasonably believes may lead to disciplinary action. However:

- (a) it is up to the employee to be aware of, and to exercise, this right;
- (b) there shall be no undue delay of the meeting being scheduled;
- (c) if an employee wishes to have a shop steward present, the employee must so advise his or her supervisor in advance of the meeting;
- (d) this right does not extend to operational meetings or discussions.

The Employer shall advise an employee of his or her right to have a shop steward present at any meeting in which the Employer intends to administer written discipline.

The Employer shall inform the union steward verbally prior to imposing a suspension of more than five days.

Where this Agreement requires reasons in writing for disciplinary action, it is understood and agreed that compliance with that requirement shall be sufficient if verbal reasons are given immediately in the presence of the employee's steward, and are confirmed in writing within two working days.

When an employee is discharged or suspended, the employee shall be given the reason in writing in the presence of his steward. The President of the Union or designate shall be advised, within five working days, in writing by the Employer of the reason for such discharge or suspension.

It is understood that where the employee being disciplined, suspended or discharged is a steward or union officer, the employee shall have the right to have a staff representative or union officer present.

### **12.3 Right to Grieve**

An employee considered by the Union to be wrongfully or unjustly disciplined, suspended or discharged shall be entitled to recourse under the grievance procedure, in accordance with Article 10 - Grievances of this Agreement.

#### **12.4 Burden of Proof**

In cases of discipline, suspension and discharge the burden of proof of just cause shall rest with the Employer.

Evidence called in support of disciplinary action taken by the Employer and evidence called in support of any grievance or response to disciplinary action shall be limited to evidence in support of the reasons raised in 12.2 or 10.4.

#### **12.5 Right to Grieve Other Disciplinary Action**

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

### **ARTICLE 13 - HARASSMENT**

#### **13.1 Sexual Harassment**

(a) The Union and the Employer recognize the right of employees to work in an environment free from sexual harassment, and the Employer shall take such actions as are necessary respecting an employee engaging in sexual harassment in the workplace.

(b) Sexual harassment means engaging in a course of vexatious comment or conduct of a sexual nature that is known or ought reasonably to be known to be unwelcome and shall include, but not limited to:

- (1) sexual solicitation or advance or inappropriate touching and sexual assault;
- (2) a reprisal, or threat of reprisal, which might reasonably be perceived as placing a condition of a sexual nature on employment by a person in authority after such sexual solicitation or advance or inappropriate touching is rejected.

#### **13.2 Personal Harassment**

The Employer and the Union recognize the right of employees to work in an environment free from personal harassment and agree employees who have been found to have engaged in personal harassment will be disciplined. Personal harassment by employees is defined as offensive comments and/or actions that serve no legitimate work-related purpose and that, by a reasonable standard, create an abusive, intimidating or humiliating work environment. Personal harassment may occur as a single incident or a combined series of incidents.

Examples of personal harassment include, but are not limited to:

- (a) physical threat, intimidation, or assault or unwelcome physical contact such as touching, patting, pinching and punching,
- (b) implied or expressed promise or reward, threat of reprisal, or denial of opportunity for refusal to comply with a request which serves no legitimate work-related purpose.

### 13.3 Complaint Procedure for Sexual and Personal Harassment

When dealing with complaints under Article 13 - Harassment the Union and the Employer will explore, where appropriate, an informal dispute resolution process with the complainant and the respondent prior to advancing the complaint under the formal process below. The Union, complainant or respondent may contact Human Resources to request mediation.

(a) An employee who wishes to pursue a concern arising from an alleged harassment must submit a complaint directly to the Vice President responsible for receiving complaints under this article.

(1) For sexual harassment the complaint must be submitted in writing or in person within six months of the latest alleged occurrence.

(2) For personal harassment, the complaint must be submitted in writing within 30 days of the latest alleged occurrence.

The limitation period may be extended if the delay was incurred in good faith or if the delay does not result in substantial prejudice to any of the involved individuals.

(b) Where the alleged offender is the designated Vice President, the complaint shall be submitted to another Vice President.

(c) In the event that a B.C. Government and Service Employees' Union member is the alleged offender, he/she shall be given notice of the substance of such a complaint under this article and shall be given the option of having a steward present as an observer at the meeting(s) at which the alleged offender is present.

(d) The complainant will be given the option of having a different steward present as an observer at the meeting(s) at which the complainant is present.

(e) Upon receipt of the complaint, the designated Vice President shall notify the staff representative in writing. The Vice President may designate the investigation to an alternate, which may include either an internal investigator (one or a two person team) or an external investigator. Upon the conclusion of the investigation, the investigator(s) shall submit a report to the appropriate Administrator, who will make a determination based on that report and take such steps as may be necessary to resolve the issue. The parties agree that if the designated Vice President is the investigator of a complaint, the report will be forwarded to an alternate Vice President for such determination. The complainant, alleged offender and staff representative will be informed of the determination and/or action to be taken within five days of the decision being made.

(f) Pending determination of the complaint, the Vice President who is investigating may take interim measures to separate the employees concerned if deemed necessary. Any interim measures to separate the parties will not presume on the validity of the complaint, nor the findings of the investigation.

(g) In cases where a finding of harassment may result in the transfer of an employee, normally, it shall be the alleged offender who is transferred, except where the complainant consents to be transferred.

(h) Where the complainant is not satisfied with recommendation(s) and/or action to be taken, the complainant may initiate a grievance under this article at any step of the grievance procedure. The time limits and procedures specified under Article 10 - Grievances will apply. Grievances and complaints under this clause will be handled with due regard for the privacy and confidentiality of any and all persons involved.

- (i) Where the complaint is determined to be of a frivolous, vindictive or vexatious nature, the Employer will take appropriate action which may include discipline.

## **ARTICLE 14 - SENIORITY**

### **14.1 Seniority Defined**

Service Seniority means a regular employee's service with the Employer.

Regular employees shall be credited with service seniority equivalent to their length of continuous service with the Employer.

### **14.2 Seniority List**

The Employer shall maintain a service seniority list showing the date each employee commenced employment with the Employer, service seniority hours, position title, employee class, department, date last paid and last appointment date. The Bargaining Unit Chair or designate shall have electronic access to this information.

### **14.3 Loss of Seniority**

Regular employees shall not, except as otherwise provided for in this Agreement, accrue seniority when a leave of absence without pay is for periods over 60 days' duration, or when in receipt of LTD benefits. Regular employees shall continue to accrue seniority if they are absent from work with pay or in receipt of STIIP benefits. Employees shall lose their seniority only in the event that:

- (a) they are discharged for just cause; or
- (b) subject to 14.4, they voluntarily terminate their employment or abandon their position; or
- (c) they are on layoff for more than one year; or as per Clause 15.4(b); or
- (d) they are terminated during their initial probationary period; or
- (e) they fail to report for work as specified in Clause 15.5.

### **14.4 Re-Employment**

Regular employees who resign their position and within 60 days are re-employed as a regular employee shall be granted a leave of absence without pay covering those days absent and shall retain all previous rights in relation to seniority and other fringe benefits, provided he/she has not withdrawn his/her superannuation contributions.

### **14.5 Seniority on Demotion**

Regular employees who suffer demotion through no fault of their own, or who take a voluntary demotion, shall have their classification seniority adjusted to include all service previously held in the lower classification, together with all service in any higher classifications.

## **ARTICLE 15 - LAYOFF AND RECALL**

### **15.1 Labour Adjustment**

- (a) *Employer Commitments*

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



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

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

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

*(b) Menu of Labour Adjustment Strategies*

To minimize layoffs, the following menu of labour force adjustment strategies will be considered and whenever reasonably possible, offered by institutions at the appropriate time in the employee reduction process set out in each institution's local collective agreement(s):

- 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 years' contributions to the appropriate pension plan (College Pension Plan, Municipal Pension Plan or Public Service Pension Plan) where an employee opts for early retirement.
- Early retirement incentives.
- Agreed secondment.
- Retraining.
- Trial retirement.
- Continuation of health and welfare benefits.
- Combinations and variations of the above or other alternatives.

*(c) Layoffs May Occur*

Once strategies other than layoff have been explored, the institution may proceed, if need be, to layoffs. The provisions of Article 15 - Layoff and Recall will apply and the system-wide Electronics Registry of Laid off Employees will be available for those employees affected by layoff.

*(d) No Stacking of Entitlements*

While various options may be considered and offered, there will be no stacking of entitlements.

## **15.2 Layoff Procedure**

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

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

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

(c) *Repeating Term Employees and Fixed Term Layoff*

(1) When the Employer lays off repeating fixed-term employees as defined in Clause 2.4(c) - Regular Employee at the end of their fixed term and issues a recall notice for the beginning of the next fixed term, Clauses 15.2(a)(b), 15.3 and 15.4(c) will not apply. However, repeating fixed term employees may bump auxiliary employees whose duration of employment expires before the recall notice specified in the preceding sentence. The right to bump during this fixed term layoff period is subject to the following:

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

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

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

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

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

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

### **15.3 Bumping**

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

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

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

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

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

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

(e) It is agreed that the probation/trial period specified in Clause 31.6 - Trial Period will apply to employees moving into a new job as a result of bumping. In the event the employee proves to be unsatisfactory in the new job and is so advised in writing by the Employer, then the provisions of

Clause 15.2(d) shall be reapplied. In the event the employee does not have the necessary seniority or qualifications to bump a second time, or he/she has proven to be unsatisfactory in the second job, he/she will be laid off.

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

(g) If a regular employee opts for a layoff he/she must choose either recall rights in accordance with Clause 15.4 or severance pay in accordance with Clause 15.8 on the date the layoff is scheduled to occur. If a regular employee declines to make a selection he/she shall be deemed to have chosen recall rights.

#### **15.4 Recall**

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

(b) In the event an employee performs auxiliary work during his period of layoff, the auxiliary time worked will be added to the one year period of recall eligibility specified in Clause 15.4(a).

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

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

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

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

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

#### **15.5 Application**

The application of the layoff, bumping, and recall procedures in Clauses 15.2, 15.3 and 15.4 shall be subject to joint employer/union discussion. These procedures shall be carried out on a university-wide basis.

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

#### **15.6 Advance Notice**

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

(b) An employee who is offered an auxiliary recall and accepts that recall, cannot claim the right to notice or pay in lieu pursuant to Clause 15.6(a) when the auxiliary work expires and the employee returns to layoff status. The Employer, however, will provide an appointment notice to the employee specifying the expected duration of the auxiliary work. This notice may be amended by the Employer.

### 15.7 Continuation of Benefits

(a) Regular employees on recall will be entitled to the following benefits:

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

for a period of one year from the day of layoff, or as per Clause 15.4(b). Premium payments will be in accordance with provisions provided in the above clauses.

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

### 15.8 Severance Pay

(a) A regular employee may opt for severance pay on the date the layoff was scheduled to occur, in which case he/she shall be deemed to have resigned and shall forfeit all seniority and right to recall.

(b) A regular employee with less than one year's service seniority who has elected severance pay pursuant to this article shall be entitled to severance pay in an amount equal to two weeks current straight-time pay.

(c) In the event of a layoff, a regular employee with one or more year's service seniority who opts for severance pay the following shall apply:

straight-time pay;

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

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

## ARTICLE 16 - HOURS OF WORK

### 16.1 Standard Workweek

- (a) The standard workweek shall consist of 35 hours of work on any five consecutive days. The workday shall consist of seven hours per day.
- (b) The Union and the Employer recognize that there exist various versions of a modified workweek concept, which average 35 hours per week, all of which have been approved by the Labour Standards Branch. It is understood that such cases are exceptions to Clause 16.1(a) only in respect to the 35 hour limitation, and the seven hour per day limitation.
- (c) When employees are scheduled to work Saturday or Sunday, the following criteria shall apply:
  - (1) Effective February 9, 2001, new positions created and vacant positions may include Saturday and/or Sunday as a regular workday.
  - (2) No regular employee hired prior to February 9, 2001, shall be required to work Saturday or Sunday as a regular workday, unless the employee is currently scheduled to work Saturday or Sunday, or is successful in posting into a position which has been posted in accordance with (3) below.
  - (3) The parties agree that new positions created and vacant positions shall state the current consecutive days of work. This will not preclude the Employer from changing the days of work to a different work schedule, based on operational needs, for those employees hired after July 1, 2015.
  - (4) No employee shall be laid off or have their hours of work reduced as a result of this article.
  - (5) Employees hired prior to March 14, 2005 shall receive a premium of one additional hour of pay for all regularly scheduled work on Saturday and Sunday.
- (d) The modified workweek plan(s) shall not result in increased compensation to an employee.
- (e) Guidelines on modified workweek schedules are available on the Human Resources website.

### 16.2 Standard Workday

The standard workday for full-time employees shall be seven hours per day.

### 16.3 Meal Periods

- (a) Employees working shifts of five hours or more are entitled to an unpaid meal period. The meal period shall be scheduled as close to the middle of the workday or shift as possible and correspond to dining room facilities. The length of the meal period shall be not less than 30 nor more than 60 minutes.
- (b) Employees shall be entitled to take their meal period away from the work station. Where this cannot be done because of a specific requirement of the immediate supervisor, the meal period shall be considered as time worked and compensated for at the applicable overtime rate.

### 16.4 Modified Workweek and Flexible Hours Schedules

- (a) A modified workweek schedule involves working extra hours in a shorter number of days in a set pattern. A flexible hours schedule involves flexible hours based on employee preference, with core hours that may be identified by the Administrator.

- (b) The modified workweek or flexible hours schedule must be consistent with the Collective Agreement and the Guidelines.
- (c) Implementation of a modified workweek or flexible hours schedule must not result in increased costs or diminution of services to the University.
- (d) The Employer will not impose modified workweek or flexible hours schedules on employees. However, the Employer can post vacant positions with a notation that a modified workweek or flexible hours schedule is required. Clause 16.1(c) still applies.
- (e) During certain times of the year, modified workweek and flexible hours schedules may be temporarily altered by the University to meet special needs. Employees may also request a temporary alteration. Clause 16.1(c) will apply.
- (f) In the event of a disruption of University services, (e.g. strike, lockout, etc.), modified workweek and flexible hours schedules shall be suspended. Once the disruption has ended, previously approved schedules shall be re-implemented in an orderly manner.
- (g) Prior to requesting a modified workweek or flexible hours schedule, employees shall review the Guidelines for modified workweek and flexible hours schedules. Guidelines (including procedures) are available on the Human Resources web site.

#### **16.5 Scheduling of Hours**

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

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

Flexible hours for individual employees may be scheduled upon mutual agreement between the employees at the local level and the Employer's designated representative.

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

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

#### **16.6 Clean-up Time**

Employees shall be allowed reasonable time during the workday or shift for clean-up purposes.

#### **16.7 Reporting Stations and Reporting to Work**

- (a) Where employees are required to report to a central location in order to be assigned their work location, their shift, or workday shall commence from the time they are required to report for assignment.
- (b) Every employee covered by this Agreement shall be assigned a designated reporting station. When temporarily assigned another work location, time spent in travel from the employee's residence to the new work location in excess of time normally spent in travel from the employee's residence to employee's designated reporting station shall be considered as time worked.
- (c) When employee's reporting stations are to be changed, they shall be given a minimum of 30 calendar days' advance notice of such change.

(d) In the event that the Employer requires the employee to change reporting stations before the expiry of the final 30 calendar days of the notice period, then they will be eligible to receive a mileage allowance as set out in Clause 35.9.

(e) The mileage allowance will only be payable:

- (1) once per day for each day within the unexpired notice period, on which the employees report to the new location, and
- (2) only to compensate the employee for the number of additional miles necessarily travelled between their residence and the new reporting station.

## 16.8 Rest Periods

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

Employees working:

Hours Worked	Rest Period
< 4.5 hours	1x15 minutes
=>4.5 hours	2x15 minutes

Rest periods shall not begin until one hour after the commencement of work or not later than one hour before either the meal period or the end of the shift, however, a single rest period of 30 minutes may be taken subject to approval by the Employer. Rest periods shall be taken without loss of pay to the employees.

## 16.9 Hours of Work - Work Schedules

(a) The Employer's designate and the employee's representatives at the local level will consult regarding work schedules based upon the shift patterns and hours of work clauses.

(b) If the Employer Wishes to Change an Existing Work Schedule:

- (1) The Employer will provide the affected employee(s) and Union with the earliest possible advance notice in writing.
- (2) If the change is requested only at one campus, the notice shall be given to the appropriate union steward; if a change is requested which involves more than one campus, notice shall be given to the Bargaining Unit Chairperson.
- (3) Should the Union object to the proposed change it would have seven calendar days from receipt of letter to inform the Employer in writing of its objection.
- (4) The Employer and the Union would have 30 calendar days to attempt to resolve the dispute through the Labour/Management Committee, during which time no change may be implemented. Failing resolution at the Labour/Management Committee within the 30 calendar days, the Employer may implement the new schedule.
- (5) Time frames above could be extended by mutual agreement.

(c) If an Employee or the Union Wish to Change an Existing Work Schedule:

- (1) The Employee, group of employees or Union shall first approach the Employer with their request in writing.

- (2) If the change is requested only at the local level, the request shall be made to the local supervisor. If a change is requested that involves more than one worksite the request shall be made to the designated administrator.
- (3) If the request is turned down reasons shall be provided and the employee(s) or Union may refer the matter within 30 days of notice of refusal, to the parties for attempted resolution.
- (4) The parties agree that the Labour/Management Committee is the final avenue for appeal of a denied employee/union request.
- (5) Time frames above could be extended by mutual agreement.
- (d) The decision reached by the parties in (b)(4) and (c)(4) shall be final and binding.
- (e) The provisions of Clauses 16.9(b) and (c) shall not apply to temporary changes made to shift starting/finishing times, provided that :
  - (1) the shift itself is not changed (e.g., from day shift to night shift),
  - (2) the hours continue to fall within the parameters set out in Clause 17.1, and
  - (3) the change is for a period of not more than four months in duration.

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

## ARTICLE 17 - SHIFT WORK

### 17.1 Definition of Shifts

- (a) Day Shift shall be defined as any shift which starts between the hours of 6:00 a.m. and 11:00 a.m. inclusive.
- (b) Afternoon Shift shall be defined as any shift which starts between the hours of 2:00 p.m. and 7:00 p.m. inclusive.
- (c) Evening Shift shall be defined as any shift which starts between the hours of 10:00 p.m. and 3:00 a.m. inclusive.
- (d) Overlapping Shifts shall be defined as any shift which starts between:
  - (1) 12:00 noon and 1:00 p.m. inclusive; or
  - (2) 8:00 p.m. and 9:00 p.m. inclusive; or
  - (3) 4:00 a.m. and 5:00 a.m. inclusive.

### 17.2 Shift Premiums

- (a) Shift premiums shall be paid in accordance with the following schedule:

Shift Starting Time	Hours at No Premium	Hours at 75¢ Premium	Hours at 85¢ Premium	Shift Starting Time	Hours at No Premium	Hours at 75¢ Premium	Hours at 85¢ Premium
6:00 am to 6:59 am	7			6:00 pm to 6:59 pm		7	
7:00 am to 7:59 am	7			7:00 pm to 7:59 pm		7	
8:00 am to 8:59 am	7			8:00 pm to 8:59 pm		4	3
9:00 am to 9:59 am	7			9:00 pm to 9:59 pm		3	4
10:00 am to 10:59 am	7			10:00 pm to 10:59 pm			7
11:00 am to 11:59 am	7			11:00 pm to 11:59 pm			7



Shift Starting Time	Hours at No Premium	Hours at 75¢ Premium	Hours at 85¢ Premium	Shift Starting Time	Hours at No Premium	Hours at 75¢ Premium	Hours at 85¢ Premium
12:00 noon to 12:59 pm	4	3		12:00 mid. to 12:59 am			7
1:00 pm to 1:59 pm	3	4		1:00 am to 1:59 am			7
2:00 pm to 2:59 pm		7		2:00 am to 2:59 am			7
3:00 pm to 3:59 pm		7		3:00 am to 3:59 am			7
4:00 pm to 4:59 pm		7		4:00 am to 4:59 am	3		4
5:00 pm to 5:59 pm		7		5:00 am to 5:59 am	4		3

- (b) Shift premiums will apply to hours worked on part-time shifts.
- (c) Shift premiums will apply to a maximum of seven hours per assigned shift where the length of the workdays has been varied in accordance with Article 16 - Hours of Work.
- (d) Shift premiums will apply to overtime hours in conjunction with a shift.

### 17.3 Notice of Shift Schedules

Schedules of shift work for regular employees and auxiliary employees working a scheduled shift shall be posted at least five days in advance of the starting day of a new schedule. However, the Employer will make every effort to post shift schedules 14 days in advance and employees involved will be consulted prior to any change in the shift schedule in order to determine their availability.

In the event that employees' schedules of shift work and/or hours of work are changed without the five days' advance notice required, they will receive a premium of 50¢ per hour for work performed on the first new schedule shifts to which they changed in addition to their regular pay. Subsequent shifts worked on the new schedules shall be without this premium.

### 17.4 Rotation and Scheduling

- (a) Where practical, having regard to the operational requirements of the University and the situations and circumstances of the affected employees, shifts will be rotated on an equal basis amongst the employees who are involved.
- (b) All employees involved in the scheduling shall be consulted prior to its implementation.

### 17.5 Exchange of Shifts

Employees may exchange shifts with the approval of the Employer, provided that sufficient advance notice is given and there is no increase in cost to the Employer.

### 17.6 Short Changeover

- (a) If shifts are scheduled so that there are not 24 hours between the start of an employee's shift and start of the next shift, overtime rates apply to hours worked on the succeeding shift within the 24 hour period.
- (b) When an employee is successful in obtaining multiple postings or non-posted auxiliary work resulting in a short shift changeover, overtime rates will not apply.

### 17.7 Split Shifts

No shift shall be split for a period longer than the regularly scheduled meal periods.

**ARTICLE 18 - OVERTIME****18.1 Definitions**

- (a) Overtime means work performed by full-time employees in excess or outside of their regularly scheduled hours of work.
- (b) Straight-time rate means the hourly rate of remuneration.
- (c) Time and one-half means one and one-half times the straight-time rate.
- (d) Double-time means twice the straight-time rate.

**18.2 Overtime Entitlement**

- (a) An employee working a regularly scheduled seven hour day shall be entitled to overtime after seven hours of work on the regularly scheduled workday.
- (b) An employee working a regularly scheduled day of fixed duration on a modified workweek shall be entitled to overtime after the regularly scheduled hours in a day are exceeded.
- (c) An employee working a flexible schedule of daily hours shall be entitled to overtime after the total hours for the averaging period have been exceeded.
- (d) An employee shall be entitled to overtime compensation after 35 hours in any regular workweek, seven hours in any regular workday, or the agreed upon number of hours for a modified work period.

**18.3 Recording of Overtime**

Employees shall record starting and finishing times for overtime worked in a form determined by the Employer and the Union.

**18.4 Sharing of Overtime**

Overtime will be allocated on the following basis:

- (a) overtime should first be assigned to those individuals who normally do the work and can do the work in conjunction with an existing shift they are scheduled to work or are currently working as determined by the employer.
- (b) for overtime work that cannot be done in conjunction with an existing shift, then regular full-time employees, in seniority order, by rotation, who normally do the work will be afforded the opportunity to work prior to auxiliary and regular part-time employees being offered overtime.
- (c) Notwithstanding clauses (a) and (b) above, in an emergency situation, the Employer may assign the overtime to the qualified employee(s) who will be able to respond as quickly as possible.

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

**18.5 Overtime Pay**

- (a) Overtime worked shall be compensated for at the following rates:
  - (1) Time and one-half for the first two hours of overtime on a regularly scheduled workday;
  - (2) Double-time for hours worked in excess of (1); and
  - (3) Double-time for all hours worked on a day of rest.

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

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

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

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

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

(f) Overtime shall be calculated in 30 minute increments.

#### **18.6 Overtime Meal Allowance**

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

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

#### **18.7 No Layoff to Compensate for Overtime**

Employees shall not be required to layoff during regular hours to equalize any overtime worked.

#### **18.8 Right to Refuse Overtime**

Employees shall each have the individual right to refuse to work overtime without being subject to disciplinary action for so refusing. This right shall not be exercised in concert.

#### **18.9 Overtime for Part-Time Employees**

Part-time employees working less than seven hours per day, and who are required to work in excess of their regularly scheduled hours, shall be paid at the rate of straight-time for the hours so worked up to and including seven hours in the working day. Regular overtime rates would apply after seven hours in the day and for all work performed on statutory holidays and days off designated by the Employer. Any employee working more than 35 hours in a week shall receive overtime after the 35 hours.

#### **18.10 Callout Provisions**

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

The provisions of 18.4(c) apply where the callout is the result of an emergency.

### 18.11 Rest Interval

Employees required to work overtime beyond their regularly scheduled shift shall be entitled to eight clear hours between the end of the overtime worked and the start of their next regular shift. If eight clear hours are not provided, overtime rates shall apply to all hours worked on the regular shift.

### 18.12 Travel Time Pay

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

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

- (a) provide the employee's regular rate of pay for scheduled work hours, plus up to a maximum of three hours of overtime, for travel on a scheduled workday;
- (b) provide the employee with paid time off of one day for each day the employee is required to travel on a scheduled rest day or paid holiday. The Employer will schedule the compensating days off in conjunction with the employee's regular scheduled days off, or schedule in accordance with another alternative proposed by the employee and agreed to by the Employer;
- (c) provide the employee's regular rate of pay for scheduled work hours, plus up to a maximum of three hours of overtime, where an employee works and travels on the same day.

## ARTICLE 19 - HOLIDAYS

### 19.1 Paid Holidays

Employees must work the last regularly scheduled day of work prior to the paid holiday and the first regularly scheduled day of work after the paid holiday in order to qualify for the paid holiday. It is agreed that employees who, on the last regularly scheduled day of work prior to the paid holiday, and on the first regularly scheduled day of work after the paid holiday, are on approved leave with pay as provided for in Articles 20, 21.6, 22, 25.1, 25.5, and 25.7, shall have been deemed to have worked the last regularly scheduled day of work before the paid holiday and the first regularly scheduled day of work after the paid holiday.

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

The Employer recognizes the following as paid holidays:

Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Eve
Queen's Birthday	Christmas Day
Canada Day	Boxing Day
British Columbia Day	New Year's Eve
Labour Day	New Year's Day

Any other day proclaimed as a holiday by the federal, provincial and/or municipal governments, in which an employee regularly works, provided that the municipality declaring such a holiday gives its own employees a holiday as a result of such proclamations.

### 19.2 Holiday Falling on Saturday or Sunday

For the employee whose workweek is from Monday to Friday and when any of the above-noted holidays falls on a Saturday and is not proclaimed as being observed on some other day, the following Monday shall be deemed to be the holiday for the purpose of this Agreement and when a holiday falls on a Sunday and it is not proclaimed as being observed on some other day, the following Monday (or Tuesday, where the preceding section already applies to the Monday) shall be deemed to be the holiday for the purposes of this Agreement.

### 19.3 Holiday Falling on a Day of Rest

When a paid holiday falls on an employee's day of rest, the employee shall be entitled to a day off with pay in lieu of the first regularly scheduled workday following the day of rest so affected.

### 19.4 Holiday Falling on a Scheduled Workday

An employee who works on a designated holiday which is a scheduled workday shall receive their 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 at the rate of double-time and one-half for all hours worked.

### 19.5 Holiday Coinciding with a Day of Vacation

Where an employee is on vacation leave and a day of paid holiday falls within that period, the paid holiday shall not count as a day of vacation.

### 19.6 Paid Holiday Pay

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

## ARTICLE 20 - ANNUAL VACATIONS

### 20.1 Vacation Entitlement in Incomplete Year

During any incomplete year, i.e., a year in which an employee does not work a complete calendar year, vacation entitlement shall be accumulated as earned to the employee's credit at the rate of one-twelfth of the annual entitlement for each month in which the employee has received at least 10 days' pay at straight-time rates.

### 20.2 Vacation Entitlement in Full Calendar Years

Employees shall be entitled to take vacation with pay in accordance with the following schedule commencing with their first complete calendar year as a regular employee:

Annual Vacation Entitlement (1¼ days per month) (10 working days per month requirement for above entitlement)	
Years of Service	
From one to three years .....	15 days
Four years .....	20 days
Five years .....	20 days
Six years .....	25 days

Seven years .....	25 days
Eight years.....	25 days
Nine years .....	25 days
Ten years.....	25 days
Eleven years .....	25 days
Twelve years .....	30 days
Thirteen years .....	30 days
Fourteen years .....	30 days
Fifteen years .....	35 days
Sixteen years .....	35 days
Seventeen years.....	35 days
Eighteen years.....	35 days
Nineteen years.....	35 days
Twenty years.....	40 days

Regular employees engaged on a part-time basis shall be entitled to annual vacation on a pro rata basis as above.

In the event of an employee having taken vacation in a calendar year but failing to complete entitlement, a pro rata deduction from final pay will be made.

### **20.3 Vacation Scheduling**

- (a) Subject to the provisions of this article, it is the intent of the parties that no employees shall be restricted in the time of year they choose to take their vacation entitlement. Vacation schedules are based on the calendar year.
- (b) Preference in the selection and allocation of vacation time shall be determined on the basis of service seniority within a classification in each work unit. Where employees choose to split their vacation, their second choice of vacation time shall be made only after all other employees concerned have made their initial selection.
- (c) Regular vacations shall have priority over banked vacation time.
- (d) Based on written guidelines, the Administrator in each department/work area will be responsible for setting their own schedules for employees to submit their requests for vacation.
- (e) After September 15th of each year, the Employer may schedule unscheduled vacation for employees who have not submitted a request or notified their supervisor of their intent to bank vacation in accordance with and subject to the provisions of Clause 20.9.
- (f) Employees who transfer to another department/work area where the vacation schedule has already been completed will not be entitled to exercise their seniority rights for that year only. However, every effort shall be made to grant vacation at the time of the employee's choice.
- (g) Employees may request to schedule vacation that commences in one calendar year, continues and concludes no later than January 15th in the next calendar year.
- (h) The Union recognizes the importance to the Employer of assuring coverage of positions. Approval of vacation schedules is subject to departmental requirements during peak periods.

### **20.4 New Employees**

An employee earns, but is not entitled as a matter of right to receive, vacation leave during the first three months of continuous service. The Employer may authorize vacation leave during this period, upon written request by the employee.

**20.5 Scheduled Vacations**

Vacation schedules, once approved by the Employer, shall not be changed, except by mutual agreement between employee and the Employer.

**20.6 Vacation Pay**

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

**20.7 Approved Leave of Absence With Pay During Vacations**

When employees are qualified for sick leave, bereavement, or any other approved leave with pay during their vacation period, there shall be no deduction from the vacation credits for such leaves. The period of vacation so displaced shall be taken at a mutually agreed time. An employee intending to claim displaced vacation leave must advise the Employer and provide necessary documentation as specified in Clause 21.8 within three days of returning to work.

**20.8 Callback on Vacation**

(a) Employees who have commenced their annual vacation shall not be called back to work except in cases of extreme emergency. Employees called back shall be compensated at the rate of double-time for all time worked and shall be entitled to schedule vacation at a later date. Expenses incurred in callback, including transportation costs, etc., shall be reimbursed by the Employer.

(b) Time necessary for travel in returning to the employee's place of duty and returning again to the place from which employee was recalled, shall not be counted against the employee's remaining vacation entitlement.

**20.9 Vacation Carryover**

An employee shall be entitled to carry over a maximum of 70 hours of vacation in a year provided the bank of vacation carryover does not exceed 70 hours at any given time.

Employees shall not receive cash in lieu of vacation time, except upon termination.

The restrictions in this clause do not apply in situations where the Employer does not permit scheduling of the vacation prior to the end of the year.

Any outstanding vacation owed to employees that have been in receipt of disability benefits for two consecutive years may be paid out at the employees request and at the rate of pay at the time of disability on the second year anniversary of the disability claim.

**20.10 Vacation for Repeating Fixed Term Positions**

The Employer will make every effort to ensure that repeating fixed term employees' vacations will be accommodated during the appointment term. If accommodating vacations will impair the Employer's ability to provide educational and support services, the employee shall have the option of carryover or payout at the layoff period or at calendar year end.

## ARTICLE 21 - HEALTH AND WELFARE

### 21.1 Basic Medical Insurance

All regular employees may choose to be covered by the Medical Services Plan. Employees may choose to extend coverage to their dependants. The Employer shall pay the full cost of the premium. Plan benefits will be paid in accordance with the Medical Services Plan of B.C. and will be subject to the limitations specified in the Plan including eligibility requirements.

### 21.2 Extended Health Benefits

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

- (a) Employees will be reimbursed a total of \$75 every two years for vision exams.
- (b) *Extended Health Benefits*
  - (1) Total lifetime coverage level will be unlimited.
  - (2) Hearing aid benefit claims will be to a maximum of \$600 every five years.
  - (3) Vision care benefit claims will be to a maximum of \$250 every two years. Effective January 1, 2018 vision care benefit claims will be a maximum of \$500 every two years.

Prescription drug reimbursements will only be issued for those prescription drugs that are included under the BC Provincial Pharmacare Formulary.

### 21.3 Group Life and Accidental Death & Disability

- (a) All regular employees shall participate in a mutually agreed upon group life plan which shall provide for benefits as follows. The cost of the premium shall be borne by the Employer.
  - (1) twice annual salary;
  - (2) accidental death and dismemberment coverage is an amount equal to (1) above.

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

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

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

Benefit Coverage:

- (a) *Short-Term Indemnity Plan:*

Seventy-five percent of weekly earnings to a maximum of \$900 per week.

- (b) *Long-Term Disability Plan:*

Sixty-six and two thirds percent of the first \$1,500 of monthly earnings plus 50% of the rest of your monthly earnings up to a maximum monthly benefit of \$2,500.

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



- (a) Complete details of the Short-Term Indemnity Plan and Long-Term Disability Plans are available from the Human Resources website.
- (b) If a long-term disability claim is denied, the Human Resources Services Department will provide assistance in filing an appeal with the LTD plan carrier.

### **21.5 Dental Plan**

The Employer pays the entire premium of a comprehensive dental plan. The Plan pays for service to the staff member and dependants on the following basis:

- (a) One hundred percent of routine treatment, including diagnostic, preventative, surgical, restorative services, prosthetic repairs, endodontics and periodontics, plus an increase in scaling units to eight units per year and an increase in root planning treatments to eight units per year. Dental recall exams (polishing, application of fluoride and recall) will be limited to once every nine months except in the case of dependent children (up to age 19) and those with dental problems approved by the Plan.
- (b) Sixty percent of major treatments such as crowns, bridges and dentures;
- (c) Sixty percent of orthodontic treatment to a maximum of \$3,500 per dependant between the ages of 6-17 inclusive.

Dental benefits will be in accordance with the schedule of benefits listed in the insurance carrier's Plan, and subject to the limitations specified in the Plan. The Group Policy, is available on the Human Resources website.

### **21.6 Sick Leave Policy**

- (a) The Employer pays an employee his/her full salary for absence due to illness not exceeding 30 calendar days. The 30 calendar-day period is accumulative to the extent that if an employee is absent, returns before 30 calendar days, and then, within 14 calendar days, is absent again for same or a related illness, this counts as one 30 calendar-day elimination period.
- (b) Employees absent more than 30 calendar days due to accident or illness, receive benefits from the Short-Term Indemnity Plan beginning on the 31st day of illness and continuing to a maximum of 26 weeks. Thereafter, benefits are paid under the Long-Term Disability Plan. This income replaces the employee's regular salary. Premiums are paid by the Employer and benefits are taxable. Participation in the Plan is compulsory.
- (c) Coverage is by means of a policy issued by the insurance company and benefits will be paid in accordance with the schedule of benefits listed in the carrier's Plan and are subject to the limitations specified in the Plan including eligibility requirements.
- (d) Where an employee is absent from work due to an injury which involves third party liability, (i.e., ICBC), the employee must repay the Employer an amount equivalent to the sick pay received from the Employer and/or the short-term or long-term disability benefits received from the insurance carrier upon receipt of the accident settlement provided that the settlement of claim includes wage loss benefits.

### **21.7 Joint Early Intervention Program**

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

- (a) Jointly Managed – the program will be jointly managed by the Employer and the Union.

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

### **21.8 Employee to Inform Employer**

Employees shall make every reasonable effort to inform the Employer as soon as possible of their inability to report to work because of illness or injury.

### **21.9 Leave Report**

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

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

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

### **21.10 Ineligible for Sick Leave**

Employees are not eligible for sick leave with pay for any period during which they are on leave of absence without pay, under suspension, on strike, on layoff, or locked out.

### **21.11 Medical Examination**

- (a) Where the Employer requires an employee to submit to a medical examination, it shall be at the Employer's expense and on the Employer's time, other than a medical examination required under Clause 21.8 hereof.
- (b) The right is reserved to the Employer to define the scope of the medical examination. The cost of this examination to be set by the fee schedule subscribed to by the B.C. Medical Association.

### **21.12 Benefit Coverage During Leave of Absence**

- (a) The parties to this Agreement recognize and agree that except where specific arrangements are made as provided in this Agreement, all benefits and entitlements provided by this Agreement are suspended for an employee who is absent on leave of absence without pay.
- (b) Where an employee has been granted an approved leave of absence without pay, in excess of 30 accumulated calendar days, and the employee has been participating in the following coverages:

- Group Life Insurance
- Accidental Death and Dismemberment Benefits
- Dental Plan
- Extended Health Care
- Medical Services Plan of B.C.

the employee may maintain coverage in those plans. The employee must pay 100% of the premiums for those coverages during such leave. The Employer shall continue to remit premiums on behalf of each employee. Mutually acceptable arrangements for repayment of the employee's portion shall be made in advance of the commencement of the leave. Failure by the employee to effect payment of the premiums may result in loss of coverage.

(c) Where an employee has been granted an approved leave of absence without pay, in excess of 30 calendar days, and the employee has been participating in the Short-Term Indemnity Plan and Long-Term Disability Plan, the provisions of (b) above shall apply for payment of premiums during the leave.

For an employee who is disabled during the leave of absence and who is unable to return to work on the previously agreed to date of return from leave, payment of benefits shall be as follows:

Effective the previously agreed to date of return from leave, the provisions of Clause 21.7, shall apply based on the date of disability which occurred during the leave of absence.

### **21.13 Contributions in Advance**

Except in the case of the Municipal Pension Plan, where this Agreement requires the Employer to deduct from an employee's pay the employee's contribution towards the premium payments for any insurance or benefit plan, such deductions shall be made one month in advance. That is, deductions will be made at the end of a current month for the employee's contribution for coverages effective in the following month.

In the case of newly appointed employees or employees newly enrolled, the first deductions will be double deductions in order to pay the premiums for both the current and the following month.

As required by the applicable legislation, the deductions for the Municipal Pension Plan are made at the end of each month relative to the month then ending, not in advance.

All contributions made by the Employer on behalf of the employees are similarly made in advance.

## **ARTICLE 22 - STAFF TRAINING AND DEVELOPMENT**

### **22.1 Preamble**

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

### **22.2 Funding**

(a) The Employer shall, at the beginning of each fiscal year, allot \$75 per regular employee to fund staff training and development during the fiscal year.

(b) Applications under this article shall be considered by a Committee appointed by the Union. The Committee shall consist of two representatives and shall meet as necessary to a maximum of once per month to review applications.

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

### **22.3 Time Off for Personnel Development Activities**

The Employer and the Union recognize the mutual benefit of employees attending University-wide Personnel Development activities. Every effort will be made to grant time off without loss of seniority, benefits, or pay in order to attend Personnel Development activities.

## **22.4 Employee Orientation**

The Employer agrees that the Bargaining Unit Chairperson or designate will be given five days' notice of university-wide orientation sessions for support staff. The Bargaining Unit Chairperson or designate shall attend orientation without loss of pay, benefits and seniority. The Union will provide information to new employees with regard to the B.C. Government and Service Employees' Union. The Employer agrees to provide 30 minutes to the Union to meet privately with new employees as a group. The B.C. Government and Service Employees' Union presentation will be the final item on agendas for orientation sessions.

## **22.5 University Study Benefits**

- (a) An employee with one or more years of service seniority shall be entitled to take, without payment of tuition, one University credit course per semester plus one additional University credit course during the calendar year, outside the employee's normal working hours. If such courses are only offered during regular working hours, permission may be obtained from the administrator providing that arrangements are made to make up time absent at no expense to the Employer.
- (b) In the event that an employee does not successfully complete a University credit course, the Employer is authorized to deduct the total tuition fee for the credit course from the employee's next payroll cheque.
- (c) If an employee terminates employment with the Employer prior to completion of a credit course, the Employer is authorized to deduct the total tuition fee from the employee's final payroll cheque.

# **ARTICLE 23 - PROFESSIONAL DEVELOPMENT FOR SPECIALIZED POSITIONS**

## **23.1 Preamble**

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

## **23.2 Funding**

- (a) The Employer shall provide \$23,775 per fiscal year for this purpose.
- (b) Employees filling regular positions that require a diploma, degree or equivalent may be entitled to apply for Professional Development leave up to a maximum of three days per fiscal year for the following purposes:
  - (1) to attend conferences or conventions related to the employee's field or specialization;
  - (2) to participate in seminars, workshops, symposia, or similar out-service programs to keep up to date with knowledge and skills in their field.
  - (3) to apply to have relevant professional membership fees paid or reimbursed.
- (c) Applications for Professional Development leave will be processed through the committee as established under Article 22 - Staff Training and Development.
- (d) The employee who has been approved for Professional Development leave shall be reimbursed for all or part of their expenses up to a maximum of \$600 per fiscal year. The fund shall be charged for workshops or conference fees, and for course material. When replacement occurs, the fund shall be charged for replacement salaries.

- (e) Professional Development leave cannot be carried over to the next fiscal year. Funds will be allocated on a first come, first-served basis. Employees are required to prepay and submit receipts and proof of successful completion/attendance at which time they will be reimbursed. Financial hardship cases will be considered on a case by case basis at the discretion of the PD Committee.
- (f) Employees wishing to proceed on Professional Development leave shall submit an application indicating the leave required, the relevance of the particular event to the employee's job and the approval of their immediate supervisor. Approval for Professional Development leave shall be contingent on the Employer's ability to provide educational and support services. Where the PD activity occurs during a layoff period or leave of absence, no salary will be paid.
- (g) In the event that the employee does not attend or withdraws from the approved Professional Development activity, he/she will be required to reimburse the total funds received. The University is authorized to commence payroll deductions until the total amount has been deducted (maximum recovery rate shall not exceed 5% of an employee's basic biweekly salary). If an employee terminates employment prior to completion of the event, the University is authorized to deduct the total fee from the employee's final paycheck.
- (h) Funds allocated to Professional Development that are not used in the current year will be carried over into the next fiscal year.
- (i) The Union agrees to provide the Employer with access to the financial records of the PD Committee.
- (j) On request, the University shall provide the Bargaining Unit Chair with the names and job titles of those individuals who qualify for funding under this article.

### **23.3 Employer-Required Training**

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

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

## **ARTICLE 24 - EDUCATIONAL LEAVE**

### **24.1 Educational Leave**

- (a) The Employer supports the concept of career development for the purposes of enabling employees to upgrade their skills and knowledge in order to prepare for promotional advancement at the University.
- (b) The Employer may grant a regular employee with a minimum of three years' continuous regular service one educational leave to maximum of 12 months once every five years under this article.
- (c) Written applications for Educational Leave shall be submitted to the supervisor three months prior to the commencement of leave, with a copy to the Bargaining Unit Chair. An employee may withdraw their request until such time as a replacement employee has been selected.
- (d) In granting educational leave, the operational needs of the University are a primary consideration. Copies of approved educational leaves will be sent to the Bargaining Unit Chair. Employees may request denials of leave be referred to the Labour/Management Committee for review.

- (e) Employees granted leave under this article shall suffer no loss of seniority and upon return to the University, shall return to their former position. In the event that the position has been eliminated, Article 15 - Layoff and Recall will apply.
- (f) The University shall maintain coverage for its share of dental, extended health, group life and medical plans of employees on educational leave.
- (g) An employee shall return to the University at the completion of the leave for a period of time equal to the period of the educational leave taken.
- (h) Should an employee not fulfill the requirements in (g) above he/she shall reimburse the Employer for the cost of the benefits paid by the University, on a prorated basis.
- (i) Six weeks prior to the expiration of educational leave, the employee must notify the University in writing of the date of return to work.

## ARTICLE 25 - SPECIAL AND OTHER LEAVE

### 25.1 Compassionate Care Leave

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

### 25.2 Bereavement Leave

- (a) In the case of bereavement in the immediate family, employees not on leave of absence without pay shall be entitled to special leave at their regular rate of pay, from the date of death to and including the day of the funeral/service with, if necessary, an allowance for immediate return travelling time. Such leave shall normally not exceed five working days. Immediate family is defined as an employee's parent, grandparent, wife, husband, common-law spouse, child, brother, sister, father-in-law, mother-in-law, son-in-law, daughter-in-law, stepparent, foster parent, stepchild, foster child and grandchild.
- (b) In the event of the death of the employee's brother-in-law, sister-in-law, or a relative permanently residing in the employee's household or with whom the employee permanently resides, the employee shall be entitled to paid leave for one day for the purpose of attending the funeral/service. If an employee is on vacation leave at the time of bereavement leave, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits if the employee attends the funeral/service of a family member as defined.

### 25.3 Full-Time Union or Public Duties

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

- (a) employees to seek election in a municipal, provincial or federal election;

(b) employees selected for a full-time position with the Union or anybody to which the Union is affiliated for a period of one year, which may be renewed by mutual consent. Seniority shall not accumulate during this leave of absence beyond a period of three years;

(c) employees elected to a public office for a maximum period of five years.

#### **25.4 Leave for Court Appearance**

(a) The Employer shall grant paid leave to employees other than employees on leave without pay, who serve as jurors or witnesses in a court action.

(b) Employees in receipt of their regular earnings while serving at court shall remit to the Employer all monies paid to them by the court, except meal allowances not reimbursed by the Employer.

(c) Time spent at court by employees in their official capacity shall be at their regular rate of pay.

(d) Court actions arising from employment, requiring attendance at court, shall be with pay.

(e) In the event an accused employee is jailed pending a court appearance, such leave of absence shall be without pay.

#### **25.5 Elections**

The Employer shall give all employees eligible to vote in a federal, provincial or municipal election or a referendum, four consecutive clear hours during the hours in which the polls are open, in which to cast their ballots.

#### **25.6 Family Illness**

In the case of unanticipated illness or injury of a spouse, dependent child or dependent parent, when no one at the employee's home other than the employee can provide for the needs of the affected person, the employee may request leave with pay from his/her supervisor. This leave is for up to two days with pay at any one time. In no circumstances, will paid leave under this clause be granted for more than five days or 35 hours over a calendar year.

#### **25.7 Medical and Dental Appointments**

(a) Where appointments cannot be arranged during non-work time, employees shall be entitled to take time off with pay for medical and dental appointments, but will arrange them at the beginning or end of the working day. Appointments made other than at the beginning or end of the working day will be the exception.

(b) Requests to accompany a spouse, dependent child or parent to a medical or dental appointment will be granted by the Employer subject to departmental requirements. The employee may use banked overtime or reschedule their workday/week or use available vacation entitlement or take leave without pay. Employees are expected to schedule such appointments in advance where possible. Leave will be granted on short notice for situations requiring immediate attention subject to departmental requirements. Verification of appointments may be requested by the University.

(c) Employees on modified or flexible hour work schedules shall make an effort to arrange for such appointment during non-work time.

#### **25.8 Special Leave**

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



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

## **25.9 General Leave**

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

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

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

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

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

## **25.10 Leave of Absence for University Committees**

An employee whose assigned work schedule would prevent him/her from attending meetings of a University committee to which he/she has been elected or appointed, will be granted a leave of absence from his/her regular duties without loss of pay or other entitlements to attend such meeting(s).

Where such leave is granted, the Employer will replace the employee as necessary. The cost of this provision will be borne by the institution as a general operating expense.

## **25.11 Deferred Salary Leave**

Employees will be entitled to participate in the Deferred Salary Leave Plan as described in the October 2004 document which is available on the Human Resources website.

# **ARTICLE 26 - MATERNITY/PARENTAL LEAVE**

Notwithstanding Clauses 26.1(a), 26.1(h), 26.2(b), and 26.2(i), the maximum combined leave for Maternity and/or Paternity Leave shall not exceed 52 weeks.

## **26.1 Maternity Leave**

A pregnant employee shall qualify for maternity leave:

- (a) Upon written request at least four weeks in advance of the leave the employee will be granted leave of absence without pay for a period of not more than 12 months. The request must be accompanied by a doctor's note indicating the expected date of birth.
- (b) The period of maternity leave without pay shall be from 11 weeks before the expected date of termination of the pregnancy.
- (c) The Employer shall, with the agreement of the employee, defer the commencement of maternity leave for any period approved in writing by a qualified medical practitioner.

(d) Where an employee who is at work becomes ill or injured following the commencement of the 11 week period in (b) above, such illness or injury shall be covered by application of the sick leave provision as follows:

(1) where the illness or injury is not directly related to the condition of pregnancy, sick leave coverage may extend to the scheduled date of commencement of maternity leave or birth of the baby, whichever occurs first;

(2) where the illness is caused through an abnormal condition or pregnancy, as determined in writing by a qualified medical practitioner, and the employee returned to work before the scheduled commencement date of maternity leave, the period of absence will be covered by the provisions of Clauses 26.1(a) and (b).

(e) On return from maternity leave, an employee shall be placed in her former position.

(f) The Employer shall maintain coverage for medical, extended health, dental, group life, short and long-term disability, and shall pay the Employer's share of these premiums.

(g) Notwithstanding Clauses 20.1 and 20.2, vacation entitlements and vacation pay shall continue to accrue while an employee is on maternity leave for the first six months of maternity leave providing the employee returns to work for a period of not less than six months. Vacation earned pursuant to this clause may be carried over to the following year, notwithstanding Clause 20.9.

(h) Where the original application for maternity leave is for a period of less than 12 months, it can be extended for an additional period so the combined leaves do not exceed 12 months. Such an extension must be for health reasons and will be without pay. A doctor's certificate is required. Benefit provisions under Clause 26.1(f) shall apply.

(i) Maternity leave for employees in their initial probation period shall be in accordance with the *Employment Standards Act*.

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

## **26.2 Parental Leave**

(a) The purpose of this leave is for the primary care and custody of the newborn or newly adopted child(ren).

(b) The employee shall be granted up to 37 consecutive weeks of unpaid leave beginning after the child's birth or adoption of the child(ren) and within 52 weeks after the event.

(c) Where both parents are employees of the University, the employees shall determine the apportionment of parental leave between them which will not exceed a combined total of 37 weeks. The leave shall only be granted to one employee parent at a time.

(d) Where both parents are employees of the University, the employee(s) who request parental leave in combination with maternity leave, the combined period of leave will not exceed 12 months.

(e) The employee shall notify the University in writing, a minimum of one month prior to the anticipated commencement of the leave, and in the case of adoption leave, as much notice as is practical.

(f) The employee shall, upon request, furnish proof of the birth or adoption of the child(ren).

- (g) The Employer shall maintain coverage for medical, extended health, dental, group life, short and long-term disability and shall pay the Employer's share of these premiums.
- (h) Notwithstanding Clauses 20.1 and 20.2, vacation entitlement and vacation pay shall continue to accrue while an employee is on parental leave providing the employee returns to work for a period equal to or greater than the duration of the leave. Vacation earned pursuant to this clause may be carried over to the following year notwithstanding Clause 20.9. An employee cannot access this provision in combination with Clause 26.1(g).
- (i) Parental leave for the purposes of adoption of a child(ren) shall be extended for up to an additional six months without pay, for the newly adopted child(ren)'s health reasons where a Doctor's certificate is presented.
- (j) Six weeks prior to the expiration date of the Parental Leave, the employee must notify the University in writing of the date of return to work. If no notification is given, the employee shall be deemed to have abandoned the position.

### **26.3 Supplemental Employment Benefit for Maternity and Parental Leave**

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

### **26.4 Seniority Rights on Re-Employment**

An employee who returns to work after the expiration of maternity/parental leave shall retain seniority accrued immediately prior to commencing maternity/parental leave and shall be credited with seniority for the period of time covered by the leave.

On return from maternity/parental leave, an employee shall be placed in his or her former position.

## ARTICLE 27 - WORK ENVIRONMENT

### 27.1 Joint Consultation

- (a) Where new or additional equipment is required, affected employees shall be consulted prior to purchase or rental.
- (b) The Employer agrees not to initiate White Noise in any present or future University facility without prior consultation with the Union.
- (c) Where renovations (which may affect the working areas of the employees) are planned for an existing building, employees from the working area concerned shall be consulted regarding such renovations, before renovations may begin.
- (d) Where a permanent change is considered in the location of work areas or in working conditions, the employees concerned shall be consulted before any changes may begin.

## ARTICLE 28 - SAFETY AND HEALTH

### 28.1 Conditions

The Union and the Employer agree that regulations made pursuant to the *Workers Compensation Act*, the *Factories Act* or any other statute of the Province of British Columbia pertaining to the working environment, shall be fully complied with.

### 28.2 Safety Committee

- (a) The Employer and the Union agree to maintain the Safety and Health Committee composed of an equal number of representatives from each party. A union and employer representative shall be elected as co-chairpersons. The Committee will meet as required by Workers' Compensation Board regulations, 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 Safety Committee shall be forwarded to the Union and shall be posted on each campus within seven days of each Safety Committee meeting.
- (b) The Safety and Health Committee shall be notified of each accident or injury and may investigate and report to the Union and Employer on the nature and cause of the accident or injury.
- (c) Employees who serve on a Safety and Health 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 specific direction of the Safety Committee by resolution of the Committee.

### 28.3 Industrial First Aid Requirements

- (a) The Union and the Employer agree that First Aid Regulations made pursuant to the *Workers Compensation Act* shall be fully complied with. Where the Employer requires employees to obtain or renew the Occupational First Aid Level 2 Certificate, the cost shall be borne by the Employer and where applicable, leave to take the necessary courses shall be granted with pay and without loss of seniority.
- (b) A monthly premium shall be paid to employees required to possess a certificate under this article. The amount of the premium shall be \$75 per month.
- (c) The Union recognizes that should no qualified employee covered by this Agreement be available, other employees of the Employer may be designated for the purposes of this section.

**28.4 Unsafe Work Conditions**

No employee shall be disciplined for refusal to work on a job which is deemed unsafe by:

- (a) a member of a Safety Committee after resolution in writing by a majority of the Committee, or
- (b) a person designated by a Safety Committee, or
- (c) a Safety Officer.

**28.5 Injury Pay Provision**

Employees who are injured on the job during working hours and are required to leave for treatment or are sent home for such injury shall receive payment for the remainder of their shift.

**28.6 Transportation of Accident Victims**

Transportation to the nearest physician or hospital for employees requiring medical care as a result of an on-the-job accident shall be at the expense of the Employer.

**28.7 Health and Safety Courses**

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

**28.8 Shift Workers**

The Employer agrees that, upon request, it will allow an afternoon or evening shift employee to leave the work station at a mutually convenient time to move the employee's automobile closer to the building exit.

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

- (a) The Employer agrees to provide the appropriate uniform or wearing apparel to employees required by the Employer to wear a uniform or standard form of dress.
- (b) The Employer shall not introduce changes in style or colour of uniforms except by agreement with the Union.
- (c) Regular and posted auxiliaries with an indefinite term appointment required by the Employer or by WorkSafeBC regulations to wear safety footwear will be reimbursed up to a maximum of \$120 per calendar year.
- (d) Except as noted in (c) above, auxiliary employees, who are required by the employer or by WorkSafeBC regulations to wear safety footwear, who have achieved 910 hours in a previous calendar year will be reimbursed up to a maximum of \$120 per calendar year.
- (e) The entitlement to this benefit for posted and non-posted auxiliary employees will come into effect July 1, 2015.

**29.2 Maintenance of Clothing**

It shall be the Employer's responsibility to ensure that uniforms and clothing issued are properly cleaned, maintained and repaired. The Employer shall bear all costs of such cleaning, maintenance and repair.

### **29.3 Union Label**

All uniforms and clothing issued by the Employer shall bear a recognized union label.

## **ARTICLE 30 - TECHNOLOGICAL CHANGE**

### **30.1 Definition**

Technological change shall mean the introduction by the Employer into its work, undertaking or business of a change in plant or equipment which will affect the terms and conditions of employment of a significant number of employees. Technological change shall not include layoffs caused by decreases in the amount of work to be done or other temporary, seasonable, or sessional interruptions of work.

### **30.2 Notification of Change**

Not less than two months before the introduction of any technological change, the Employer shall notify the Union of the proposed change.

### **30.3 Collective Bargaining**

Within 14 days of the date of notice under Section 30.2 of this article, the Union and the Employer shall commence collective bargaining for the purpose of reaching agreement as to the effects of the technological change and in what way, if any, this Agreement should be amended.

### **30.4 Failure to Reach Agreement**

Where, under Section 30.3, an agreement is not reached prior to the full implementation of the technological change, the Union may apply to the body administering the relevant labour relations legislation to determine whether the Collective Agreement should be declared to be terminated.

### **30.5 Training**

(a) Where technological change may require additional knowledge and skill on the part of the regular employees, such employees shall be given the opportunity to study, practise and train to acquire the knowledge and skill necessary to retain their employment, provided the regular employee can qualify for the new work within a reasonable training period. The cost of training and when required, travel expenses, as laid down in this Agreement will be borne by the Employer.

(b) When training is available during regular work hours, the employee shall attend during regular work hours. Such training time will be considered as time worked and the employee's regular rate of pay shall be maintained throughout the training period. Seniority and vacation will also accrue. When training is not available during regular work hours, the Employer is not obligated to pay any additional wages, salaries, overtime or other premiums.

### **30.6 Alternate Provisions**

Where additional knowledge and skills are not appropriate pursuant to Clause 30.5, or the employee fails to qualify for the new work within a maximum four months period of time, Article 15 - Layoff and Recall shall apply.

### **30.7 Priority in Vacancy**

A regular employee who is displaced from a job by virtue of technological change will be given an opportunity to submit an application for any job vacancies then existing or which become available within 35 days of the effective date of displacement, in accordance with the Job Posting Procedures forming part of this Agreement. In the event that the employee does submit an application for such a

job, the employee will be granted an interview in connection with the job vacancy. An employee may not receive both severance pay and a training period for work at a University position.

## **ARTICLE 31 - PROMOTIONS AND STAFF CHANGES**

### **31.1 Job Postings**

- (a) When a new position is created, the Employer shall post notice of the new position. The posting shall be placed on the Human Resources website for a minimum of 10 calendar days. A copy of the job posting summary sheet shall be electronically forwarded to the Union and to all stewards designated by the Union.
- (b) When a vacancy occurs which the Employer intends to fill, it shall be posted as outlined in (a) above, except as follows:
  - (1) Where a regular vacancy or temporary vacancy greater than 45 days recurs within the same classification, department and campus, within 45 days of the initial posting, the vacancy may be filled with an applicant from the initial posting in accordance with the principles of Clause 31.4(b). Vacancies recurring after the 45 day period may be filled in this manner with the agreement of the Bargaining Chair.
  - (2) Regular employees in the same department and/or work areas shall be given the first consideration in filling the position in a substitution pay situation, without posting, to a maximum of 90 calendar days.
  - (3) Temporary vacancies or new positions not exceeding 90 calendar days may be filled by an auxiliary employee in the same department/or work area without posting, provided that the provisions of (b)(2) above have been fully exhausted. Extension to this 90 calendar day period requires prior approval of the Union in writing.
- (c) If the temporary vacancy is not filled by a regular employee in the same department and/or work area it shall be posted.
- (d) It is understood that regular post probationary employees who are successful in applying to full-time or part-time temporary positions will have their former position protected.
- (e) When a new job classification is created within the bargaining unit, the Employer shall consult with the Union regarding the placement of the job classification on the salary scale in Appendix A.

### **31.2 Information in Postings**

Such notice shall contain the following information:

Nature of position, qualifications, required knowledge and education, skills, shifts, campus, wage or salary rate or range.

Such qualifications may not be established in an arbitrary or discriminatory manner. All job postings shall state: *"This position is open to male and female applicants."*

All job postings shall state: *"Qualified internal applicants shall be given first consideration in filling this position."*

### **31.3 No Outside Advertising**

No outside advertisement for any vacancy shall be placed until the applications of present employees have been considered or until after one week from the date of posting, as provided in Clause 31.1. This

may be varied only with the prior written agreement of the Bargaining Unit Chair. Approval will not be unreasonably withheld.

#### **31.4 Role of Seniority in Promotions and Transfers**

Both parties recognize:

- (a) The principle of promotion within the service of the Employer.
- (b) Where two or more applicants have the required education, skills, knowledge and experience and are approximately equal, the applicant with the greater seniority shall be awarded the position.

#### **31.5 Probation Period for Initial Regular Appointment**

- (a) The successful applicant shall be placed on a probation period. The length of the period will be stated to the employee in the appointment letter from the Employer, and such probation period will be 910 hours worked.

Conditional on satisfactory service, the employee shall be declared permanent after the probation period.

- (b) In the event that an auxiliary employee filling a position on a continuous full-time basis successfully posts into the same position when it is made regular, the length of the probation period shall be reduced or fully satisfied by a period equivalent to the length of time spent in the same position. Continuous part-time service will, on a cumulative basis, be recognized to reduce the probation period to a maximum of 455 hours worked.

- (c) During the probationary period, the Employer may dismiss the employee for just cause. The test of just cause shall be a test of suitability of the probationary employee for continued employment in the position to which they were appointed.

- (d) Notwithstanding articles in the Collective Agreement pertaining to probation period, regular employees shall not be eligible to apply for another regular posted position within their initial probation period, except by mutual agreement of the Employer and the Union.

#### **31.6 Trial Period**

Regular post-probationary employees who are promoted or transferred or who accept a voluntary demotion will have a trial period of four months worked. In the event the employee proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, the employee shall be returned to the former position, wage or salary rate and without loss of seniority. Any other employee promoted or transferred because of the re-arrangement of positions shall also be returned to their former position, wage or salary rate without loss of seniority.

#### **31.7 Assessment Reports**

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

Where a formal assessment of an employee's performance is carried out, the employee shall be given sufficient opportunity to read and review the assessment. Provision shall be made on the employee assessment form for an employee to sign it. The form shall provide for the employee's signature in two places, one indicating that the employee has read and accepts the assessment, and the other indicating that the employee disagrees with the assessment. The employee shall sign in one of the places provided. No employee may initiate a grievance regarding the contents of an employee assessment unless the employee has signed in the space indicating disagreement with the assessment.



An employee shall, upon request, receive a copy of the employee assessment at time of signing. An employee assessment shall not be changed after an employee has signed it, without the knowledge of the employee, and any such changes shall be subject to the grievance procedure of this Agreement.

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

### **31.8 Selection Panels**

Selection panels for posted positions within the bargaining unit shall be convened by the Employer.

### **31.9 Local Union Observer**

The President of the Union or his/her designate may sit as an observer on Selection Panels for posted positions within the bargaining unit. The observer shall not be from the classification area of the position being considered.

### **31.10 Notification to Employee and Union**

Within 14 calendar days of the date of appointment to a vacant position within the bargaining unit, the name of the successful applicant shall be sent to each applicant from within the bargaining unit. Upon request, unsuccessful applicants from within the bargaining unit shall be given, in writing, the reasons why they were unsuccessful. The Union shall be notified of all appointments, hirings, layoffs, transfers, recalls and terminations of employment within five working days.

### **31.11 Right to Grieve**

Where employees feel they have been aggrieved by any decision of the Employer related to promotion, demotion or transfer, the employees may grieve the decision at Step 3 of the grievance procedure in Article 10 - Grievances of this Agreement within 30 calendar days of being notified of the results of the Selection Panel. Where a grievance has been filed, no permanent transfers or placement shall take effect until the grievance has been resolved.

### **31.12 Personnel Files**

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

### **31.13 Transfer Without Posting**

The parties agree to discuss requests received under this article. The Employer and Union jointly have the authority to grant lateral transfers or voluntary demotions, to vacancies, without posting for:

- (a) all employees who have become incapacitated by industrial illness or industrial injury arising out of employment at the University. Such jurisdiction is not limited to initial placement but is retained for subsequent moves should it become necessary,
- (b) medical grounds to employees who have completed their probationary period,

- (c) compassionate or special circumstances to employees who have completed their probationary period. Each situation will be considered on an individual basis by Human Resources and the Union.

Where requests for transfers are for compassionate reasons or special circumstances, and suitable vacancies do not currently exist, employees shall be placed on a transfer list until a suitable vacancy becomes available. Employees may opt to remain in their current position or apply for leave of absence under Clause 25.8.

In the case of an employee who seeks the benefit of this provision as the result of medical problems, illness, or injury, the employee will be placed on the transfer list when the employee has been declared by their physician to be medically fit to return to work.

Suitable vacancies will be determined jointly by the Union and the Employer.

#### **31.14 Recall from Layoff Without Posting**

In the event a vacancy occurs and a regular employee on layoff status possesses the necessary qualifications, ability and experience, and providing the recall would not constitute a promotion, the vacancy will be offered to the most senior regular employee on the recall list and Clause 31.1(a) will not apply.

### **ARTICLE 32 - JOB CLASSIFICATION AND RECLASSIFICATION**

#### **32.1 Preamble**

The parties agree to recognize and incorporate into future process the work done and the standards and criteria used by the former Joint Pay Equity Committee.

#### **32.2 Joint Job Evaluation Committee**

A joint job evaluation committee shall be formed with two representatives from each of the parties to this Agreement. Meetings of the Joint Job Evaluation Committee will require at least one representative from each party. Representatives of the Union will suffer no loss of seniority or remuneration otherwise payable by the University when such meetings are held during work hours. The Employer is not obligated to pay any additional wages, salaries, overtime or other premiums in the event that the parties agree to schedule a meeting of the JJEC during non-working hours. The Union and Employer agree that the Joint Job Evaluation Committee shall:

- (a) determine appropriate procedures and terms of reference for the ongoing operation of the Committee;
- (b) determine the format of job descriptions/job specifications to be used within the Job Evaluation Plan; and
- (c) ensure the ongoing maintenance of the Plan.

#### **32.3 Documents for Committee**

The Committee is responsible for the maintenance of all documentation including evaluation results, job specifications, and individual ratings for all jobs, and shall be supplied with all relevant documentation for making position ratings.

#### **32.4 Changes in Classification**

Changes in classification may occur as a result of:

- (a) a decision by the Employer, consistent with an assigned change in the duties of the position; or

- (b) a request by an employee, following an assigned change in the duties of the position, or where the employee can demonstrate a substantive change or changes in the duties of the position; or
- (c) an agreement between the parties at Step 3 of the grievance procedure; or
- (d) a decision by the arbitrator following referral to Clause 32.6(b) of a dispute not resolved via Clause 32.4(c) above; or
- (e) collective bargaining.

### **32.5 Retroactivity**

Requests for reclassification will not be retroactive beyond the date of the lodging of such a request. Any changes to the salary rate for the reclassified position shall become effective the first day of the month following the date in which the request was received by the Joint Job Evaluation Committee. An employee's increment date will not be affected by a change in the reclassification of their position. In the event a reclassification request results in a newly established increment date, the provisions of Clause 35.4 will apply based on the effective date of the reclassification.

### **32.6 Resolution of Disputes**

- (a) In the event that the Joint Committee cannot agree on the evaluation of a position, the parties agree that an employer representative and a B.C. Government and Service Employees' Union representative have 30 calendar days to try and resolve the dispute, before it is referred to the third step of the grievance and arbitration procedure of the Collective Agreement.
- (b) In the event the dispute is arbitrated, the parties agree that, where possible, it is preferable that the arbitrator shall have a knowledge of job evaluation.

### **32.7 Criteria for Arbitration**

The arbitrator shall consider factors, degrees and related methods used within the point evaluation system under the Gender-Neutral Job Evaluation Plan developed by the Joint Pay Equity Committee. He/she shall be supplied with all the documentation, existing evaluation results, job specifications, as well as individual position ratings for all jobs within the unit. The parties specifically agree that neither market value nor volume of work would be a factor in determining classification level.

### **32.8 Existing Scale**

The existing scale shall be maintained and the arbitrator shall not have the authority to increase the number of steps except with the consent of the parties.

### **32.9 Substitution Pay in Lieu of Formal Reclassification**

If the Employer does not wish certain duties to be continued to be performed by the employee, the Employer has the authority to pay substitution pay for the period for which the duties were performed.

### **32.10 Job Descriptions**

The Employer agrees to maintain updated job descriptions for all positions and classifications for which the Union is the bargaining agent and provide the Union Chairperson or designate with a copy of any revisions to existing job descriptions within 30 days of the final approval by the Joint Job Evaluation Committee.

### **32.11 New Position**

When a position not covered under Appendix A is established during the term of this Agreement, the Employer shall consult with the Union as to the rate of pay. If the parties are unable to agree, the Union

may, within 30 calendar days of their first meeting or other such period as agreed by the parties, the Employer may implement the classification and the rate of pay. The Union may then refer this dispute to the third step of the grievance and arbitration procedure of the Collective Agreement.

### **32.12 No Delay**

The procedure set out above is not intended to interfere with or delay the posting or filling of new positions, as the new rate ultimately settled on will be made retroactive to the date the position was first filled by the employee.

### **32.13 Reclassification of Position**

Employees shall not have their salary reduced by reason of a change in the classification of their position that is caused other than by the employees themselves.

## **ARTICLE 33 - EMPLOYEE WORKLOAD**

Except in the case of an emergency, an employee's workload shall not be increased beyond a level that could reasonably be expected of an employee in a regular workday.

Disputes arising out of this article shall first be referred to the employee's supervisor. Failing resolution within five days, the matter shall be referred to the Labour/Management Relations Committee, which shall meet within five working days.

If not satisfactorily resolved by Labour/Management Relations Committee, the matter may be submitted within 15 days to an Investigator under Article 11 - Arbitration. The time limits may be altered by mutual consent of the parties, but the same must be in writing.

## **ARTICLE 34 - PERSONAL DUTIES**

It is understood by both parties that work not related to the business of Kwantlen Polytechnic University should not be performed on the Employer's time.

To this end, it is agreed that an employee will not be required to perform duties of a personal nature for supervisory personnel.

## **ARTICLE 35 - PAYMENT OF WAGES AND ALLOWANCES**

### **35.1 Equal Pay**

The Employer shall not discriminate between male and female employees by employing a person of one sex for any work at a rate of pay that is less than the rate of pay at which a person of the other sex is employed for similar or substantially similar work.

### **35.2 Paydays**

Employees shall be paid biweekly on alternate Fridays.

### **35.3 Rates of Pay**

An employee shall be paid in accordance with the hourly/biweekly/monthly/annual rate table set out in Appendix A to this Agreement.

For purposes of converting the rates, the following formulae shall be used:

- (a) Annual Salary = monthly rate multiplied by 12 months
- (b) Monthly Salary = annual salary divided by 12 months

- (c) Biweekly Salary = annual salary divided by 26 annual pay periods
- (d) Hourly rate = biweekly salary divided by 10 working days of seven hours per day.

#### 35.4 Wage Increments

- (a) The term increment as used herein shall be understood to mean the increase in salary accruing to an employee when the employee becomes entitled to payment according to the next higher increment step set out in the applicable salary scale in Appendix A.
- (b) The first increment to which the employee becomes entitled will be payable on the first of the month concurrent with or next following the completion of 1820 hours worked in the regular position.
- (c) Subsequent increments to which the employee becomes entitled shall be payable on the first of the month concurrent with or next following the yearly anniversary date of the employee's last increment increase.
- (d) A posted auxiliary employee who subsequently posts into the same position when it becomes regular will have time worked in the posted auxiliary appointment immediately prior to the regular appointment count towards their advancement to the next increment.
- (e) Except for (d) above, auxiliary employees who have attained a higher step than A who subsequently post into a regular position will be placed on the applicable pay level and step based on the following criteria:

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

- (f) A regular employee who posts into another temporary position or performs auxiliary work that is not the same work as their primary position will not have the hours accrued in the temporary or auxiliary position count towards their advancement to the next increment in their primary position. A regular employee who performs work as an auxiliary will receive Step A of the applicable salary scale.
- (g) The employee's anniversary date for purposes of entitlement to the next increment increase will change and be effective from the date on which the employee assumes a new or different job within the bargaining unit which constitutes a promotion.
- (h) The dates upon which an employee would otherwise become entitled to an increment increase in accordance with the terms of this article, will be extended by a time period equal to any authorized unpaid leave of absence granted to the employee where such leave is for more than an accumulated total of 30 days in a calendar year.
- (i) Employees engaged on a part-time basis shall become entitled to increments when they have worked the equivalent number of hours required by a full-time employee.

#### 35.5 Wages

All wage scales for classifications or positions in Appendix A shall be increased as follows:

July 1, 2015*	1.0%
May 1, 2016*	Economic Stability Dividend**
July 1, 2016*	0.5%
May 1, 2017*	1.0% plus Economic Stability Dividend**
July 1, 2017*	0.5%

May 1, 2018*	.....1.0% plus Economic Stability Dividend**
July 1, 2018*	..... 0.5%
May 1, 2019*	.....1.0% plus Economic Stability Dividend**

The new rates shall be rounded to the nearest whole cent or dollar as applicable.

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

\* Effective the first day of the first full pay period after this date.

\*\* See Memorandum of Understanding 2 on the Economic Stability Dividend (ESD).

### **35.6 Substitution Pay**

- (a) When employees are designated by the University to temporarily substitute in or perform the principal duties of a higher-paying position for which a salary range has been established, they shall receive the rate in the salary range which is one step higher than their current rate or the minimum of the range, whichever is greater.
- (b) Regular employees with adequate qualifications shall be given first preference for substitution pay pursuant to Clause 31.1.
- (c) An auxiliary employee may be entitled to substitution pay if a regular employee is not available subject to provisions in (b).
- (d) All substitution hours worked by an employee within the employee's home department will be considered as time worked in the regular position for advancement to the next increment.

### **35.7 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 for the position of a single salary, or, in the case of positions on a salary range, will receive the rate in the salary range which is one step higher than the employee's previous rate or the minimum of the new range, whichever is greater.

### **35.8 Pay on Temporary Assignment**

Regular employees temporarily assigned by the Employer to a position with a rate of pay lower than their regular rate of pay shall maintain their regular rate of pay.

### **35.9 Mileage Allowance**

- (a) Mileage allowance for all miles travelled on the Employer's business shall be paid to employees required by the Employer to use their own vehicles in the performance of their duties. The mileage allowance shall be 37¢ per kilometre effective the date of ratification. If the Employer adjusts the mileage rate for administrators during the life of this agreement, the above rate will be amended accordingly.
- (b) Employees who are required to use their vehicle for the Employer's business in excess of six days per month, on a regular and continuing basis, shall be reimbursed upon presentation of appropriate receipts and documents 100% of the annual incremental cost of the ICBC Class 07 (business) premium that is over and above that for a Class 02 (pleasure, drive to work or school). Such reimbursement is limited to one vehicle per employee and it is the responsibility of the employee to purchase Class 07 vehicle insurance when necessary.

### **35.10 Meal Allowance**

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

Breakfast .....	\$8.75
Lunch.....	\$11.00
Dinner .....	\$19.00

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

### **35.11 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 or from their home during the hours between 12:00 p.m. and 6:00 a.m. and when convenient public transportation or other transportation facilities are not available. An employee shall be reimbursed for the cost of commercial transportation.

### **35.12 Cashier Policy**

Employees who perform duties as cashiers shall not be penalized financially. Cashiers who do make excessive or too frequent errors shall be:

- (a) provided with further training as a cashier, or
- (b) provided retraining with a view to relocation in a more suitable position.
- (c) In the event Steps (a) and (b) above fail, the employee may be demoted and will be paid the rate for the new classification.

### **35.13 Upgrading Qualifications**

- (a) Where the Employer requires employees to upgrade their skills or qualifications in order to operate or maintain new equipment, the cost of training and normal living and travel expenses as laid down in this Agreement will be borne by the Employer.
- (b) When training is available during regular work hours, the employee shall attend during regular work hours. Such training time will be considered as time worked and the employee's regular rate of pay shall be maintained throughout the training period. Seniority and vacation will also accrue.

### **35.14 Overpayment of Salary and Allowance**

- (a) Where a mathematical error has resulted in an overpayment in an employee's basic salary, premium rates or allowances, it may be rectified in total and retroactively for a period not to exceed one year from the date on which the error was discovered.
- (b) The employee shall be provided with one month's notice of the Employer's intent to recover any excess payment. The notice shall specify the amount, period and reason for overpayment, and the method of repayment.
- (c) The rate of recovery shall not exceed the rate at which the overpayment was made and shall be discussed between the employee and the Employer prior to being repaid. Maximum recovery rate shall not exceed 10% of an employee's basic biweekly salary.
- (d) This policy does not apply to claims for damages, etc. arising from alleged violations in the application or interpretation of the Collective Agreement.

### **35.15 Professional Membership Fees**

The Employer will reimburse regular employees who pay CRNBC membership fees and who are employed as Laboratory Instructor, Nursing at Kwantlen Polytechnic University.

### **35.16 Professional Fees**

Where the Employer requires, as a condition of continuing employment, that a regular support staff member maintain a specified professional association membership, the Employer will pay the annual dues required to maintain such membership.

## **ARTICLE 36 - AUXILIARY EMPLOYEES**

### **36.1 Appointment**

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

### **36.2 Auxiliary Seniority**

- (a) Seniority for auxiliary employees will appear on the Seniority List in accordance with Clause 14.2 - Seniority List.
- (b) An auxiliary employee shall accumulate service seniority equal to the number of hours worked. Auxiliaries identified in Clause 31.1(c) - Job Postings shall be administered centrally by Human Resources and shall be recalled in order of seniority, provided they have the qualifications, ability and experience to do the work, as determined by Human Resources.
- (c) Auxiliary employees who become regular shall be credited with all service seniority accrued as an auxiliary.
- (d) Auxiliary employees must have completed 455 hours in a twelve month period immediately prior to the posting to be recognized as inside applicants when applying to positions posted internally.
- (e) Auxiliary employees may specify campus location or department and will not be called for work other than that. It is the employee's responsibility to notify Human Resources of any change to their availability, or their work location or department restrictions, and to notify Human Resources of any change in their qualifications.

### **36.3 Loss of Seniority**

Auxiliary employees shall lose their seniority in the event that:

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

### **36.4 Layoff and Recall**

- (a) Auxiliary employees who reach the end of their posted position, or who are laid off prior to the posted end-date, may apply to Human Resources for placement on an auxiliary list.
- (b) Notwithstanding (a) above, auxiliary employees who have received an offer of appointment to an auxiliary list from the University will automatically be placed on the list to which the employee was hired.

### **36.5 Application of Agreement**

The provisions of Articles 14, 15, 20, 21, 22.1, 22.2, 22.3, 22.5, 23, 24, 25, 26 and 30 of this Agreement do not apply to auxiliary employees. The provisions of the other articles apply to auxiliary employees except as otherwise indicated.



### **36.6 Annual Vacation**

Auxiliary employees will be entitled to receive annual vacation at the rate of 4% of their regular earnings. After 7,000 hours worked, auxiliary employees will be entitled to receive annual vacation at the rate of 6% of their regular earnings.

Auxiliary employees shall receive vacation pay on each paycheque.

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

### **36.7 Health and Welfare**

Auxiliary employees shall receive compensation of 50¢ per straight-time hour worked in lieu of health and welfare benefits to a maximum of \$35 biweekly.

### **36.8 Paid Holidays**

Auxiliary employees who work the day before and the day after a designated paid holiday, or who have worked 15 of the previous 30 days, shall be paid for the holiday and entitled to the provisions of Article 19 - Holidays.

### **36.9 Entitlement to Wage Increments**

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

### **36.10 Entitlement to Benefits**

An auxiliary employee working 35 hours per week in a temporary position of six months' continuous duration or more will be eligible to apply for benefits outlined in Article 21 - Health and Welfare, subject to the following:

- (a) Clause 36.7 will not apply.
- (b) At the expiration of their term of employment, their benefit coverage will cease and would only recommence should they later succeed in posting into another 35 hour week job of the required duration.
- (c) Part-time employees with regular appointments of at least 17½ hours per week (35 hours biweekly) will be entitled to group life insurance, extended health, dental and medical benefits as set out in this agreement.

## **ARTICLE 37 - TERM OF AGREEMENT**

### **37.1 Duration**

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

### **37.2 Notice to Bargain**

- (a) This Agreement may be opened for collective bargaining by either party giving written notice to the other party on or after February 28, 2019, but in any event not later than midnight May 31, 2019.

(b) Where no notice is given by either party prior to May 31, 2019, both parties shall be deemed to have been given notice under this section on May 31, 2019 and thereupon Section 38.3 of this article applies.

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

### **37.3 Commencement of Bargaining**

Where a party to this Agreement has given notice under Section 38.2 of this article, the parties shall, within 14 days after the notice was given, commence collective bargaining.

### **37.4 Changes in Agreement**

Any change deemed necessary in this Agreement may be made by mutual agreement at any time during the life of this Agreement.

### **37.5 Agreement to Continue in Force**

Both parties shall adhere fully to the terms of this Agreement during the period of bona fide collective bargaining.

### **37.6 Effective Date of Agreement**

Except where otherwise specified the provisions of this Agreement shall be in effect from July 1, 2010.

### **37.7 Reference to Labour Code**

The operation of Section 50(2) and (3) of the *Labour Code* of British Columbia is specifically excluded.

## **ARTICLE 38 - EARLY RETIREMENT INCENTIVE**

(a) The Employer may make a written offer of an early retirement incentive to regular employees who are age 55 or over and have a minimum of 10 years' contributory pensionable service with the Municipal or College Pension Plan.

(b) The offer will advise the employee of the right to consult his or her Union, the early retirement date, the specific amount of the incentive, the payment schedule, any financial counseling being offered to the employee at the expense of the Employer, and the availability of any continuation of medical, extended health or other benefits in a group of employees or retirees.

(c) Acceptance or rejection must be communicated in writing by the employee within 30 days of the date of the offer, unless this period is extended by mutual agreement.

(d) The amount of the incentive will be based on regular salary, without inclusion of premium rates or the employee's experience earning premium rates of pay, in the following amounts:

<b>Full Years to Retirement</b>	<b>Incentive</b>
1 .....	Up to 20% of annual salary
2 .....	21 - 40% of annual salary
3 .....	41 - 60% of annual salary
4 .....	61 - 80% of annual salary
5 or more .....	81 - 100% of annual salary

**SIGNED ON BEHALF OF  
THE UNION:**

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Stephanie Smith  
President

---

Nicki Pearson  
Bargaining Committee Chairperson

---

Jeff Brown  
Bargaining Committee Member

---

Jane Gray  
Bargaining Committee Member

---

Monica Wyllie  
Bargaining Committee Member

---

Lindsay Buss  
Staff Representative, Negotiations

**SIGNED ON BEHALF OF  
THE EMPLOYER:**

---

Jas Parmar  
Director, Comp, Health & Benefits

---

Iain Hunter  
Director, Maintenance & Operations

---

Amanda Welton  
Operations Manager, Bookstore

---

Linda Heska  
Director, Human Resource Services

---

Roy Daykin  
PSEA Chair, Board of Directors

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

**APPENDIX A**  
**Wages**

<b>Kwantlen Polytechnic University</b> <b>BCGEU PAY GRID</b> <b>April 1, 2014 (1%) with Stipends</b>						
<b>Level</b>		<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>
<b>1</b>	Hourly	19.20	19.54	19.91	20.30	20.72
	Biweekly	1,344.00	1,367.80	1,393.70	1,421.00	1,450.40
	Annual	34,944.00	35,562.80	36,236.20	36,946.00	37,710.40
<b>2</b>	Hourly	19.54	19.91	20.30	20.72	21.30
	Biweekly	1,367.80	1,393.70	1,421.00	1,450.40	1,491.00
	Annual	35,562.80	36,236.20	36,946.00	37,710.40	38,766.00
<b>3</b>	Hourly	19.91	20.30	20.72	21.30	21.89
	Biweekly	1,393.70	1,421.00	1,450.40	1,491.00	1,532.30
	Annual	36,236.20	36,946.00	37,710.40	38,766.00	39,839.80
<b>4</b>	Hourly	20.30	20.72	21.30	21.89	22.54
	Biweekly	1,421.00	1,450.40	1,491.00	1,532.30	1,577.80
	Annual	36,946.00	37,710.40	38,766.00	39,839.80	41,022.80
<b>5</b>	Hourly	20.72	21.30	21.89	22.54	23.15
	Biweekly	1,450.40	1,491.00	1,532.30	1,577.80	1,620.50
	Annual	37,710.40	38,766.00	39,839.80	41,022.80	42,133.00
<b>6</b>	Hourly	21.30	21.89	22.54	23.15	23.79
	Biweekly	1,491.00	1,532.30	1,577.80	1,620.50	1,665.30
	Annual	38,766.00	39,839.80	41,022.80	42,133.00	43,297.80
<b>7</b>	Hourly	21.89	22.54	23.15	23.79	24.46
	Biweekly	1,532.30	1,577.80	1,620.50	1,665.30	1,712.20
	Annual	39,839.80	41,022.80	42,133.00	43,297.80	44,517.20
<b>8</b>	Hourly	22.54	23.15	23.79	24.46	25.17
	Biweekly	1,577.80	1,620.50	1,665.30	1,712.20	1,761.90
	Annual	41,022.80	42,133.00	43,297.80	44,517.20	45,809.40
<b>9</b>	Hourly	23.15	23.79	24.46	25.17	25.88
	Biweekly	1,620.50	1,665.30	1,712.20	1,761.90	1,811.60
	Annual	42,133.00	43,297.80	44,517.20	45,809.40	47,101.60
<b>10</b>	Hourly	23.79	24.46	25.17	25.88	26.59
	Biweekly	1,665.30	1,712.20	1,761.90	1,811.60	1,861.30
	Annual	43,297.80	44,517.20	45,809.40	47,101.60	48,393.80
<b>11</b>	Hourly	24.46	25.17	25.88	26.59	27.35
	Biweekly	1,712.20	1,761.90	1,811.60	1,861.30	1,914.50
	Annual	44,517.20	45,809.40	47,101.60	48,393.80	49,777.00
<b>12</b>	Hourly	25.17	25.88	26.59	27.35	28.13
	Biweekly	1,761.90	1,811.60	1,861.30	1,914.50	1,969.10
	Annual	45,809.40	47,101.60	48,393.80	49,777.00	51,196.60
<b>13</b>	Hourly	25.88	26.59	27.35	28.13	28.92
	Biweekly	1,811.60	1,861.30	1,914.50	1,969.10	2,024.40
	Annual	47,101.60	48,393.80	49,777.00	51,196.60	52,634.40
<b>14</b>	Hourly	26.59	27.35	28.13	28.92	29.74
	Biweekly	1,861.30	1,914.50	1,969.10	2,024.40	2,081.80
	Annual	48,393.80	49,777.00	51,196.60	52,634.40	54,126.80
<b>15</b>	Hourly	27.35	28.13	28.92	29.74	30.57
	Biweekly	1,914.50	1,969.10	2,024.40	2,081.80	2,139.90
	Annual	49,777.00	51,196.60	52,634.40	54,126.80	55,637.40

Kwantlen Polytechnic University BCGEU PAY GRID April 1, 2014 (1%) with Stipends						
Level		A	B	C	D	E
16	Hourly	28.13	28.92	29.74	30.57	31.44
	Biweekly	1,969.10	2,024.40	2,081.80	2,139.90	2,200.80
	Annual	51,196.60	52,634.40	54,126.80	55,637.40	57,220.80
Steps with Stipends						
13	Hourly	29.7262	30.4362	31.1962	31.9762	32.7662
with stipend	Biweekly	2,080.83	2,130.53	2,183.73	2,238.33	2,293.63
43	Stipend	7,000.00	7,000.00	7,000.00	7,000.00	7,000.00
	Annual	54,101.68	55,393.88	56,777.08	58,196.68	59,634.48
13	Hourly	31.3745	32.0845	32.8445	33.6245	34.4145
with stipend	Biweekly	2,196.22	2,245.92	2,299.12	2,353.72	2,409.02
Nursing Lab	Stipend	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
53	Annual	57,101.59	58,393.79	59,776.99	61,196.59	62,634.39
14	Hourly	32.0845	32.8445	33.6245	34.4145	35.2345
with stipend	Biweekly	2,245.92	2,299.12	2,353.72	2,409.02	2,466.42
44	Stipend	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
	Annual	58,393.79	59,776.99	61,196.59	62,634.39	64,126.79
15	Hourly	33.9434	34.7234	35.5134	36.3334	37.1634
with stipend	Biweekly	2,376.04	2,430.64	2,485.94	2,543.34	2,601.44
45	Stipend	12,000.00	12,000.00	12,000.00	12,000.00	12,000.00
	Annual	61,776.99	63,196.59	64,634.39	66,126.79	67,637.39
16	Hourly	35.8223	36.6123	37.4323	38.2623	39.1323
with stipend	Biweekly	2,507.56	2,562.86	2,620.26	2,678.36	2,739.26
46	Stipend	14,000.00	14,000.00	14,000.00	14,000.00	14,000.00
	Annual	65,196.59	66,634.39	68,126.79	69,637.39	71,220.79

Kwantlen Polytechnic University BCGEU PAY GRID July 1, 2015 (1%) with Stipends						
Level		A	B	C	D	E
1	Hourly	19.39	19.74	20.11	20.50	20.93
	Biweekly	1,357.30	1,381.80	1,407.70	1,435.00	1,465.10
	Annual	35,289.80	35,926.80	36,600.20	37,310.00	38,092.60
2	Hourly	19.74	20.11	20.50	20.93	21.51
	Biweekly	1,381.80	1,407.70	1,435.00	1,465.10	1,505.70
	Annual	35,926.80	36,600.20	37,310.00	38,092.60	39,148.20
3	Hourly	20.11	20.50	20.93	21.51	22.11
	Biweekly	1,407.70	1,435.00	1,465.10	1,505.70	1,547.70
	Annual	36,600.20	37,310.00	38,092.60	39,148.20	40,240.20
4	Hourly	20.50	20.93	21.51	22.11	22.77
	Biweekly	1,435.00	1,465.10	1,505.70	1,547.70	1,593.90
	Annual	37,310.00	38,092.60	39,148.20	40,240.20	41,441.40
5	Hourly	20.93	21.51	22.11	22.77	23.38
	Biweekly	1,465.10	1,505.70	1,547.70	1,593.90	1,636.60
	Annual	38,092.60	39,148.20	40,240.20	41,441.40	42,551.60

Kwantlen Polytechnic University BCGEU PAY GRID July 1, 2015 (1%) with Stipends						
Level		A	B	C	D	E
6	Hourly	21.51	22.11	22.77	23.38	24.03
	Biweekly	1,505.70	1,547.70	1,593.90	1,636.60	1,682.10
	Annual	39,148.20	40,240.20	41,441.40	42,551.60	43,734.60
7	Hourly	22.11	22.77	23.38	24.03	24.70
	Biweekly	1,547.70	1,593.90	1,636.60	1,682.10	1,729.00
	Annual	40,240.20	41,441.40	42,551.60	43,734.60	44,954.00
8	Hourly	22.77	23.38	24.03	24.70	25.42
	Biweekly	1,593.90	1,636.60	1,682.10	1,729.00	1,779.40
	Annual	41,441.40	42,551.60	43,734.60	44,954.00	46,264.40
9	Hourly	23.38	24.03	24.70	25.42	26.14
	Biweekly	1,636.60	1,682.10	1,729.00	1,779.40	1,829.80
	Annual	42,551.60	43,734.60	44,954.00	46,264.40	47,574.80
10	Hourly	24.03	24.70	25.42	26.14	26.86
	Biweekly	1,682.10	1,729.00	1,779.40	1,829.80	1,880.20
	Annual	43,734.60	44,954.00	46,264.40	47,574.80	48,885.20
11	Hourly	24.70	25.42	26.14	26.86	27.62
	Biweekly	1,729.00	1,779.40	1,829.80	1,880.20	1,933.40
	Annual	44,954.00	46,264.40	47,574.80	48,885.20	50,268.40
12	Hourly	25.42	26.14	26.86	27.62	28.41
	Biweekly	1,779.40	1,829.80	1,880.20	1,933.40	1,988.70
	Annual	46,264.40	47,574.80	48,885.20	50,268.40	51,706.20
13	Hourly	26.14	26.86	27.62	28.41	29.21
	Biweekly	1,829.80	1,880.20	1,933.40	1,988.70	2,044.70
	Annual	47,574.80	48,885.20	50,268.40	51,706.20	53,162.20
14	Hourly	26.86	27.62	28.41	29.21	30.04
	Biweekly	1,880.20	1,933.40	1,988.70	2,044.70	2,102.80
	Annual	48,885.20	50,268.40	51,706.20	53,162.20	54,672.80
15	Hourly	27.62	28.41	29.21	30.04	30.88
	Biweekly	1,933.40	1,988.70	2,044.70	2,102.80	2,161.60
	Annual	50,268.40	51,706.20	53,162.20	54,672.80	56,201.60
16	Hourly	28.41	29.21	30.04	30.88	31.75
	Biweekly	1,988.70	2,044.70	2,102.80	2,161.60	2,222.50
	Annual	51,706.20	53,162.20	54,672.80	56,201.60	57,785.00
Steps with Stipends						
13 with stipend	Hourly	29.9862	30.7062	31.4662	32.2562	33.0562
	Biweekly	2,099.03	2,149.43	2,202.63	2,257.93	2,313.93
43	Stipend	7,000.00	7,000.00	7,000.00	7,000.00	7,000.00
	Annual	54,574.88	55,885.28	57,268.48	58,706.28	60,162.28
13 with stipend	Hourly	31.6345	32.3545	33.1145	33.9045	34.7045
	Biweekly	2,214.42	2,264.82	2,318.02	2,373.32	2,429.32
Nursing Lab	Stipend	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
	Annual	57,574.79	58,885.19	60,268.39	61,706.19	63,162.19
14 with stipend	Hourly	32.3545	33.1145	33.9045	34.7045	35.5345
	Biweekly	2,264.82	2,318.02	2,373.32	2,429.32	2,487.42
44	Stipend	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
	Annual	58,885.19	60,268.39	61,706.19	63,162.19	64,672.79

Kwantlen Polytechnic University BCGEU PAY GRID July 1, 2015 (1%) with Stipends						
Level		A	B	C	D	E
<b>15</b>	Hourly	34.2134	35.0034	35.8034	36.6334	37.4734
<b>with stipend</b>	Biweekly	2,394.94	2,450.24	2,506.24	2,564.34	2,623.14
<b>45</b>	Stipend	12,000.00	12,000.00	12,000.00	12,000.00	12,000.00
	Annual	62,268.39	63,706.19	65,162.19	66,672.79	68,201.59
<b>16</b>	Hourly	36.1023	36.9023	37.7323	38.5723	39.4423
<b>with stipend</b>	Biweekly	2,527.16	2,583.16	2,641.26	2,700.06	2,760.96
<b>46</b>	Stipend	14,000.00	14,000.00	14,000.00	14,000.00	14,000.00
	Annual	65,706.19	67,162.19	68,672.79	70,201.59	71,784.99

### LETTER OF UNDERSTANDING 1 Co-op Ed Student Training Program Placement

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

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

The Co-op Ed Student shall be paid:

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

at any one time with the maximum duration of any one (1) placement or work experience not exceeding four months.

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

## **LETTER OF UNDERSTANDING 2**

### **Student Assistants**

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

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

2. Student Assistants will be instructed to work within the job description duties.

3. Student Assistants will be required to wear identification tags that clearly identify their status as Student Assistants.

4. Student Assistants will be hired and paid in accordance with Policy G16 and will be covered by all provisions of the *Employment Standards Act*.

5. The University agrees that Student Assistants will not be used in place of, or to displace any regular or auxiliary employees in the bargaining unit.

6. Any disputes arising from this Letter of Understanding will be referred to Labour/Management Relations Committee. Failing resolution, the matter may be referred to the grievance procedure within 15 days.

## **LETTER OF UNDERSTANDING 3**

### **Job Sharing**

This Letter of Understanding is from the date of signing through the life of the Collective Agreement renewed April 1, 1993. The total number of job sharing arrangements shall not exceed six at any one time.

The following outlines the circumstances under which job sharing may occur, and the terms and conditions of job sharing.

#### **1. Job Sharing Criteria**

Job sharing proposals may be considered where one of the partners proposing the job sharing arrangement already occupies the regular full-time position under consideration and has completed two years of satisfactory service. The second partner must have completed two years of satisfactory service, must be at the same classification level or higher than the proposed job share position, must currently occupy a regular position, and must be qualified to perform the duties of the position without additional training. Both partners must be performing their current jobs satisfactorily.

#### **2. Job Sharing Proposals**

Job sharing proposals must include the following details:



- a written statement signed by both partners requesting part-time employment in order to job share as outlined in the proposal;
- information on the qualifications and experience of the proposed partner (the one not currently holding the proposed shared position);
- a copy of the partner's most recent performance appraisal;
- a description of how job duties and responsibilities may be shared;
- details on what arrangements the partners will make to share necessary information with each other, with clients, with colleagues and with the supervisor;
- a proposal of how workload priorities will be determined by the partners on an ongoing basis;
- preferred start date;
- preferred work schedule.

### **3. Procedures for Approval of Job Sharing**

Requests for job sharing arrangements will be forwarded to the appropriate excluded supervisor, with a copy to Human Resources and the Union (B.C. Government and Service Employees' Union Staff Representative and Chairperson). The job sharing proposal will be reviewed by the excluded supervisor responsible and the supervisor's decision will be sent to Human Resources and the Union. Approval of the job sharing proposal is at the discretion of the excluded supervisor. Any objections to the supervisor's decision must be referred to the Labour/Management Relations Committee within 15 days for discussion and attempted resolution. The parties agree that Labour/Management Relations Committee is the final avenue for appeal of a denied job sharing proposal. If approved, the job share will be confirmed in writing by appointing the job sharing partners as regular part-time employees. The appointment letter shall indicate that the employee's hours may temporarily be increased up to full-time, if required and with as much notice as possible, to cover the other partner's absence of one week or greater.

### **4. Terms and Conditions**

No job sharing arrangement will result in increased cost to the University. Benefits, wage increments, seniority, vacations and statutory holidays for job sharing partners will be paid on a pro rata basis (i.e., proportional to their hours worked and in accordance with the terms of the policies with the benefit carriers) and shall not be less than 14 hours per week. This is the sole exception to Clause 2.4 regarding minimum 20 hours per week for regular status.

The total hours per week to be shared between the partners will be 35 and each job sharing arrangement will be for a minimum period of one year, except in the case of expiry of this Letter of Understanding.

### **5. Procedures for Termination of Job Sharing**

- (a) Either partner or the University due to bona fide operational reasons, may upon 30 days' notice, terminate the job sharing arrangement. Notification of termination will be given to Human Resources and the B.C. Government and Service Employees' Union Staff Representative and Chairperson. The most senior employee, subject to satisfactory performance, will be offered the full-time position; the onus will be on the junior employee to find alternate employment. If the most senior employee turns down the offer of the full-time position, the onus is on that employee to find alternate employment, and the most junior employee, subject to satisfactory performance, will be offered the position. Should he or she turn it down, the onus is on that

employee to seek alternate employment. The position will revert to full-time regular status and be posted in accordance with the Collective Agreement.

(b) Where one of the partners is resigning, the other partner, subject to satisfactory performance, will be offered the position on a full-time basis (Note: Partners in a job share arrangement must give the University four weeks' written notice of resignation). If the remaining partner turns it down, he/she would revert to full-time and would have 60 days to propose and finalize another job share arrangement. The onus is on the employee to seek alternative employment if he/she no longer wishes to job share, or if he/she is unable to obtain an approved job sharing arrangement. In that case the position will revert to full-time status and be posted in accordance with the Collective Agreement.

(c) At the end of the trial period, any outstanding job sharing arrangement will be terminated according to the aforementioned termination procedures unless a further agreement between the University and the B.C. Government and Service Employees' Union is reached to continue the arrangements.

(d) Both parties agree that decisions to terminate a job sharing arrangement are not grievable.

## **6. Leaves of Absence**

Nothing precludes the University from granting a leave of absence for situations in which it is deemed appropriate to grant a leave of absence. Such situations may include, but are not limited to legitimate health-related circumstances, part-time educational leaves, short-term requests and short-term emergency situations.

Any existing arrangements whereby a limited or unlimited leave of absence has been previously granted, will not be affected by this Agreement.

### **LETTER OF UNDERSTANDING 4 Employment Equity**

The parties agree that a joint committee will be struck to review possible employment equity initiatives and to make recommendations relative to such initiatives.

The Committee will be a university-wide committee consisting of equal representation of Staff (BCGEU), Faculty and Administration.

Employment equity initiatives will target the four designated groups defined by the *Employment Equity Act (Canada)*: women; aboriginal peoples; persons with disabilities; and persons who are a visible minority in Canada.

It is agreed that any recommendations made by the Committee are not binding and are subject to agreement by the University and the respective Union.

### **LETTER OF UNDERSTANDING 5 Market Value Stipend**

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

Stipend (Annual)	Position Title
\$7,000	Network Administrators
\$10,000	Clinical Placement Facilitators Lab Instructors, Nursing Nursing Instructional Associates Programmer Analysts
\$12,000	Senior Network Administrators Web Administrators
\$14,000	Database Administrators Network Analysts Project Leaders

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

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

#### **LETTER OF UNDERSTANDING 6**

##### **Re: Laboratory/Shop Hours**

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

The discussions will be completed within six months of the date of ratification.

#### **MEMORANDUM OF UNDERSTANDING 1**

##### **Re: Pay Equity/Job Evaluation Program**

#### **1. Purpose**

1.1 To outline the points of agreement respecting the Pay Equity/Job Evaluation process that the parties agree to in principle to implement the Pay Equity/Job Evaluation Plan.

#### **2. Parameters of Agreement**

2.1 The parties agree that the Pay Equity Plan developed by the Province of British Columbia and the B.C. Government and Service Employees' Union is the Plan agreed to for Pay Equity/Job Evaluation for Kwantlen Polytechnic University. The Plan will be modified to reflect Kwantlen Polytechnic University benchmark positions and example guides.

2.2 There will be 16 Job Classification Levels and the rating point bands will be in 50-point increments. The point bands at Job Classification 1 will have a point scale range of zero to 225 points; Job Classification 2 will have a point scale range of 226 to 275 points, and the remaining point bands will progress upwards by increments of 50 points. The full band scale will be as per Attachment #1.

2.3 There will be a 16-level, five-step salary scale with Step E of Level 1 being \$29,959 per annum and progressing upwards by 2.9% increments. The spread between steps will be as per Appendix A.

2.4 The new salary scale will be incorporated into the new Collective Agreement together with a schedule of all job titles in each Job Classification, listed by Job Classification in alphabetical order.

2.5 This Memorandum is supplemental to Article 32 - Job Classification and Reclassification of the Collective Agreement.

### 3. Job Evaluation and Salary Administration

3.1 A *"Joint Job Evaluation Plan Manual for Gender-Neutral Job Description and Salary/Wage Administration"* has been discussed and agreed to between the parties. The six articles of this Manual explain the arrangements and process in place for describing, classifying and maintaining job descriptions and classifications.

3.2 The Manual also contains the 13 Factors used in the Plan and appropriate instructions and guides for the parties to use in the joint administration of the Plan.

3.3 The Manual will be in separate booklet and considered as an appendix to the Collective Agreement.

3.4 The Expedited Classification Appeal Process as per Attachment #2 will be used to expedite proceedings under 3.1 and 3.2 above.

### 4. Collective Agreement

4.1 The parties agree to review the contract language and delete outdated language related to Job Evaluation and incorporate language to facilitate the new Plan. Included in this language will be a Classification Appeal Process compatible with the new Plan.

Attachment #1

#### POINT-BAND SALARY SCALE

Job Classification	Points
1	0 - 225
2	226 - 275
3	276 - 325
4	326 - 375
5	376 - 425
6	426 - 475
7	476 - 525
8	526 - 575
9	576 - 625
10	626 - 675
11	676 - 725
12	726 - 775
13	776 - 825
14	826 - 875
15	876 - 925
16	926 -

## Attachment #2

**EXPEDITED CLASSIFICATION APPEAL PROCESS**

Employee or supervisor must identify a substantive change or changes in the duties of the position or missing duties of the position. They will submit, in writing to the Committee, those changes or missing duties.

The Joint Committee will review the employee or supervisor submission and any other pertinent data and make comparisons using the Job Evaluation Plan. If the employee or supervisor has not demonstrated a substantive change in the duties of the position or missing duties, the Committee will reply that it either needs more information to consider or the Committee will turn the appeal down, in writing.

If the employee can demonstrate a substantive change or missing duties and the Committee can reach mutual agreement on the changes to the job description and rating, then the revision becomes an agreed-to position and will be forwarded to the employee in writing.

If the Committee is unable to reach mutual agreement, a referee will be appointed from the Union and a referee will be appointed from the Employer to resolve the dispute. If the referees reach agreement, their decision is binding on the parties. The decision will be communicated to the Committee who will inform the employee in writing and make necessary changes.

In the event the referees are unable to reach agreement, the matter will be placed before an arbitrator who is skilled in classification matters. The process for the arbitration shall be as follows:

1. Written submissions to the arbitrator may be presented if mutually agreed by the parties. The submissions will identify factors in dispute and present arguments in favour of the position advocated. The parties will have an opportunity to rebut the arguments of the other side.
2. Oral presentation will follow the same format with the following provisions:
  - (a) The proceeding will take no more than three hours.
  - (b) Swearing-in of witnesses may take place if the arbitrator deems it necessary.
  - (c) There will be no more than one person attending with the Union representative and one person with the Employer representative.
  - (d) Council for employee will be a staff representative from the Union. Council for the Employer will be a representative from Human Resources. There will be no outside representation.

*Timelines:*

1. The Committee will jointly meet monthly to review any matters raised by employees or managers.
2. Within 30 days of an issue being referred to the referees, they will meet and come to a conclusion on the disposition of the issue.
3. If the referees refer the matter to arbitration, the arbitrator convenes a hearing with the parties within 30 days.
4. The arbitrator will give a binding decision within 14 days of the hearing. It will include a short written decision summarizing the reasons for the decision.
5. Timelines may be extended by mutual agreement.

The parties, referees and arbitrator shall at all times bear in mind that costs of these expedited proceedings are important and should be kept to the minimum which will allow equity to be preserved.

## **MEMORANDUM OF UNDERSTANDING 2**

### **The Economic Stability Dividend**

#### **Definitions**

##### **1. In this Letter of Agreement:**

*“Collective agreement year”* means each 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 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 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.

#### **The Economic Stability Dividend**

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

3. Employees will receive a general wage increase (GWI) equal to one-half 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 1% above forecast real GDP then employees would be entitled to a GWI of 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 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 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.