

RATIFICATION DOCUMENT

KWANTLEN POLYTECHNIC UNIVERSITY

and the

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

Effective from July 1, ~~2019~~ 2022 to June 30, ~~2022~~ 2025

ARTICLE 3 - UNION RECOGNITION AND RIGHTS

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.;
- (e) **Attending meetings called by management.**

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

ARTICLE 3 - UNION RECOGNITION AND RIGHTS

3.11 Employer Paid Union Leave

The ~~Chairperson/President of the bargaining unit~~ **Bargaining Unit Chairperson** or alternate designated by the Union shall be granted twenty-five percent (25%) employer-paid time release from a full workload per year. Such time shall be used to facilitate the operation of the collective agreement and employee-employer relationships. The ~~Chairperson/President~~ **Bargaining Unit Chairperson** 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 Chairperson~~ **Bargaining Unit Chairperson** 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.

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 their steward. Whenever a steward is employed in the same work area as the new employee, the employee's immediate supervisor will introduce them to their 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 ~~fifteen (15)~~ **thirty (30)** minutes during the first thirty (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 (5) working days of the appointment. Notification shall include the campus location and department of the new employee.

ARTICLE 11 – ARBITRATION

11.2 Appointment of the Arbitrator

Within fifteen (15) working days of the delivery and receipt of the reference to arbitration, the parties shall select a mutually agreeable arbitrator **from Appendix B**. 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.

ARTICLE 11 - ARBITRATION

11.9 Expedited Arbitration

(a) The parties shall meet as often as required to review outstanding grievances and determine by mutual agreement those grievances suitable for this process, and shall set dates and locations for hearing of grievances considered suitable for expedited arbitration.

(b) Grievances shall be considered suitable for and resolved by expedited arbitration except grievances in the nature of:

- (1) dismissals;
- (2) suspensions in excess of five (5) workdays;
- (3) policy grievances;
- (4) grievances requiring substantial interpretation of a provision of the collective agreement;
- (5) grievances requiring presentation of extrinsic evidence;
- (6) grievances where a party intends to raise a preliminary objection; and
- (7) grievances arising from the duty to accommodate.

By mutual agreement, a grievance falling into any of these categories may be placed into the expedited arbitration process.

(c) The parties shall mutually agree upon single arbitrators **from Appendix B** who shall be appointed to hear and resolve grievances.

(d) As the process is intended to be expedited, lawyers shall not be retained to represent either party.

(e) If possible, an agreed statement of facts will be provided to the Arbitrator in advance of the Arbitration.

(f) The Arbitrator shall hear the grievances and shall render a decision within two (2) working days of such hearings. No written reasons for the decisions shall be provided beyond that which the Arbitrator deems appropriate to convey a decision.

(g) Expedited arbitration awards shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter.

(h) All settlements of expedited arbitration cases prior to hearing shall be without prejudice.

(i) A grievance determined by either party to fall within one of the categories listed in (b) above, may be removed from the expedited arbitration process at any time prior to hearing and forwarded to a regular arbitration hearing pursuant to Clause 11.2

(j) The parties shall equally share the cost of the fees and expenses of the Arbitrator and hearing rooms.

ARTICLE 14 - SENIORITY

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 sixty (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 STIP 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 (1) 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 15.54.

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 fourteen (14) day period, or such longer time as the committee agrees, to find volunteer solutions that provide as many viable options as possible and minimize potential layoffs.

(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 (3) 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 (6) 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 **regular employees in a comparable position** with less seniority, providing the bump would not constitute a promotion. **A comparable position is defined as a position within the same geographic area (30kms) and within .2 FTE (+ or -) of the position they were displaced from.**
- (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 they have 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) **(d)** 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 they have proven to be unsatisfactory in the second job, they will be laid off.
- (f) **(e)** A regular employee shall notify the Employer in writing within six (6) working days of receiving layoff notice whether bumping rights will be exercised or whether the employee opts for a layoff.
- (g) **(f)** If a regular employee opts for a layoff they 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 they 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 (1) year.
- (b) In the event an employee performs auxiliary work during their period of layoff, the auxiliary time worked will be added to the one (1) 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 their former position.
- (d) In the event the employee is recalled to their former position or to a position at the same pay level as their former position, the employee, at the time of recall, will be placed at the same step in the pay level that they were in at the time of layoff.
- (e) Notice of recall to a regular position shall be made by **email at least ten (10) business days prior to the recall date. If no response is received within five (5) business days, the notice will be provided** 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 **or their designate**. Failure of the employee to report for work within five (5) calendar days of **the recall date** ~~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 **contact information** address during the period of layoff.

(f) Employees may refuse recall to an auxiliary position **up to four (4) times** without affecting their entitlement under Clause 15.7 **and without being removed from the recall list.**

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 forty (40) working days prior to the effective date of layoff. If the employee has not had the opportunity to work twenty (20) full days after notice of layoff, the employee shall be paid in lieu of work for that part of the twenty (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 (1) 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.~~

ARTICLE 16 - HOURS OF WORK

16.1 Standard Workweek

- (a) The standard workweek shall consist of thirty-five (35) hours of work on any five (5) consecutive days. The workday shall consist of seven (7) hours per day.
- (b) The Union and the Employer recognize that there exist various versions of a modified workweek concept, which average thirty-five (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 (7) hour per day limitation.
- (c) When employees are scheduled to work Saturday or Sunday, the following criteria shall apply:
 - (1) ~~Effective February 9, 2001, n~~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~~ new postings 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, per Article 16.9 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 (1) 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.

16.10 Campus Closures

- (a) In the event of an unanticipated campus closure the following applies:
 - (i) If an employee is scheduled to work and is able to work remotely, the employee will do so.
 - (ii) ~~In the event of an unanticipated campus closure,~~ If an employee is scheduled to work and is unable to work remotely and they are not required to be on campus for operational reasons, the employee will be paid for their scheduled hours. ~~all employees who were scheduled to work on the day of the closure will be paid for their scheduled hours.~~
 - (iii) Employees who had scheduled a vacation day on the day of the unanticipated closure will continue to treat this day as vacation.
- (b) If the Employer schedules a University closure, employees shall receive their regular days' pay as if it were a scheduled workday.
- (c) Where an employee is required to report to or stay at work on campus for operational reasons during any campus closure, they will receive their regular days' pay and be entitled to compensating time off in lieu for all hours worked. Employees shall schedule their compensating time off with the Employer by mutual agreement.

(d) This language will not apply to paid holidays as defined in Article 19.1

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. All hours worked on any shift which starts between 4:30 a.m. and 1:59 p.m. inclusive shall be considered a day shift.

(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. All hours worked on any shift which starts between 2:00 p.m. and 8:59 p.m. inclusive shall be considered an afternoon shift.

(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. All hours worked on any shift which starts between 9:00 p.m. and 4:29 a.m. inclusive shall be considered a night shift.

(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 as follows: in accordance with the following schedule:

\$1.56 per hours for an afternoon shift.

\$1.67 per hour for a night shift.

Effective July 1, 2024

\$1.61 per hour for an afternoon shift.

\$1.72 per hour for a night shift.

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
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. Employees working an afternoon or nightshift as defined in Article 17.1 shall receive a shift premium as defined in Article 17.2 for all hours worked on the shift.

(c) Shift premiums will apply to a maximum of seven (7) 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.

ARTICLE 18 - OVERTIME

18.6 Overtime Pay

(a) Overtime worked shall be compensated for at the following rates:

- (1) Time and one-half (1½x) for the first two (2) hours of overtime on a regularly scheduled workday;
- (2) Double-time (2x) for hours worked in excess of (1); and
- (3) Double-time (2x) 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 (2x) 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 (2½x) for all hours worked.

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

(d) If employees elect to take compensating time off for overtime compensation, they shall be entitled within ~~sixty (60)~~ **ninety (90)** days to schedule such earned time off, **subject to operational requirements**.

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

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

18.7 Overtime Meal Allowance

Employees who are required to work a minimum of two and one-half (2½) 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 ~~fifteen dollars and thirty cents (\$15.30)~~:

- **Effective the date of ratification: \$16.94**
- **Effective July 1, 2024: \$17.45**

A meal break of one-half (½) hour with pay shall be given at the overtime rate. A further meal or meal allowance of ~~fifteen dollars and thirty cents (\$15.30)~~ and a meal break of one-half (½) 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, they will advise the Employer. The employee is then entitled to receive the meal allowance.

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

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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, **25.2, 25.4**, 25.5, **25.6**, and 25.7, **25.8 and 25.10**, shall have been deemed to have worked the last regularly scheduled day of work before the paid holiday and the first regularly scheduled day of work after the paid holiday.

Employees may request to take up to two (2) days leave of absence without pay between the Christmas and New 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:

New Year's Day	National Day for Truth and Reconciliation
Family Day	Thanksgiving Day
Good Friday	Remembrance Day
Easter Monday	Christmas Eve
Queen's Birthday Victoria Day	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.~~

Any other day proclaimed as a holiday by the federal, provincial, or municipal governments for the locality in which an employee is working shall also be a paid holiday.

ARTICLE 20 - ANNUAL VACATIONS

20.9 Vacation Carryover

An employee shall be entitled to carry over a maximum of seventy (70) hours of vacation in a year provided the bank of vacation carryover does not exceed seventy (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 (2) consecutive years may be paid out at the employee's request and at the rate of pay at the time of disability on the second year anniversary of the disability claim.

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

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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.

Effective July 1, 2020:

- (a) Employees will be reimbursed a total of one-hundred dollars (\$100) every twenty-four (24) consecutive months 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 one-thousand dollars (\$1,000) every sixty (60) months.
 - (3) Vision care benefit claims will be to a maximum of six-hundred and fifty dollars (\$650) every twenty-four (24) consecutive months.
 - (4) **Effective July 1, 2023 Acupuncture claims will be to a maximum of \$400 per calendar year, limited to \$50 per visit for the first 12 visits in any calendar year.**

The deductible for individuals will be \$75.00 per year.

The deductible for families will be \$125.00 per year.

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

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 ~~nine-hundred dollars (\$900)~~ **Effective July 1, 2021, the maximum will increase to eleven-hundred dollars (\$1,100)** per week.

(b) *Long-Term Disability Plan:*

Sixty-six and two thirds percent (66⅔%) of the first fifteen hundred dollars (\$1,500) of monthly earnings plus fifty percent (50%) of the rest of your monthly earnings up to a maximum monthly benefit of twenty-five hundred dollars (\$2,500).

Effective July 1, 2024 sixty-six and two thirds percent (66⅔%) of the first fifteen hundred dollars (\$1,500) of monthly earnings plus fifty percent (50%) of the rest of your monthly earnings up to maximum monthly benefit of five thousand dollars (\$5,000).

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 plan **current insurance carrier's** website.
- (b) If a long-term disability claim is denied, the Human Resources 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 (100%) of routine treatment, including diagnostic, preventative, surgical, restorative services, prosthetic repairs, endodontics and periodontics, plus an increase in scaling units to eight (8) units per year and an increase in root planning treatments to eight (8) units per year. Dental recall exams (polishing, application of fluoride and recall) will be limited to once every nine (9) months except in the case of dependent children (up to age nineteen [19]) and those with dental problems approved by the Plan.
- (b) ~~Sixty percent (60%)~~ **Seventy five percent (75%)** of major treatments such as crowns, bridges and dentures. ~~Effective July 1, 2021, seventy five percent (75%) of major treatments such as crowns, bridges and dentures;~~
- (c) ~~Effective July 1, 2020, s~~**Sixty (60%)** of orthodontic treatment to a maximum of thirty-five hundred dollars (\$3,500) per employee and their dependant(s) between the ages of six (6) to seventeen (17) inclusive.

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**9** 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.

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) Effective April 1, 2020, the Employer shall, at the beginning of each fiscal year, allot one hundred dollars (\$100) per regular employee to fund staff training and development during the fiscal year.
- (b) Applications under this article shall be considered by a Committee appointed by the Union. The Committee shall consist of two (2) representatives and shall meet as necessary to a maximum of ~~one~~ **eighteen (18) times per calendar year** 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 fifteen hundred dollars (\$1,500) in one (1) fiscal year.
- (e) Preference shall be given to applications that demonstrate:

- (1) the activity is part of the employee's plan for career development;

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- (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 five percent (5%) of an employee's basic biweekly salary). In the event that an employee terminates employment with the University, prior to

23.1 Preamble

Both parties recognize 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) ~~Effective April 1, 2020, t~~The Employer shall provide forty-thousand dollars (\$40,000) per fiscal year for this purpose.
- (b) Employees filling regular positions that require a diploma, degree or equivalent may be entitled to apply for Professional Development leave up to a maximum of three (3) days per fiscal year for the following purposes:
- (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 ~~six hundred dollars (\$600)~~ **One thousand (\$1,000)** per fiscal year. The fund shall be charged for workshops or conference fees, **course 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

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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, they will be required to reimburse the total funds received. The University is authorized to commence payroll deductions until the total amount has been deducted (maximum recovery rate shall not exceed five percent [5%] of an employee's basic biweekly salary). If an employee terminates employment prior to completion of the event, the University is authorized to deduct the total fee from the employee's final paycheque.

(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.

ARTICLE 25 - SPECIAL AND OTHER 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 (5) working days. Immediate family is defined as an employee's parent, grandparent, ~~wife, husband~~ spouse, common-law spouse, child, ~~brother, sister~~ sibling, sibling-in-law, ~~father-in-law, mother-in-law~~ parent-in-law, ~~son-in-law, daughter-in-law~~ child-in-law, stepparent, foster parent, stepchild, foster child and grandchild.

For Indigenous employees this includes Indigenous elder* or any individual an Indigenous employee considers family consistent with their Indigenous cultural practices.

***an Indigenous elder is designated as such by their community.**

(b) In the event of the death of ~~the employee's brother-in-law, sister-in-law,~~ any other relative not noted in (a) above, or a relative any person permanently residing in the employee's household or with whom the employee permanently resides, the employee shall be entitled to paid leave for one (1) 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.

ARTICLE 25 - SPECIAL AND OTHER LEAVE

25.6 Family Illness

In the case of unanticipated illness, hospitalization or injury of a spouse, parent or dependent child or parent, when no one other than the employee can provide for the needs of the affected person, the employee may request leave with pay from their supervisor. This leave is for up to two (2) days with pay at any one time. In no circumstances, will paid leave under this clause be granted for more than five (5) days or thirty-five (35) hours over a calendar year.

25.8 Special Leave

(a) 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:

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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	½ day
Attend formal hearing to become a Canadian Citizen	1 day
Moving of household effects - one per year	1 day
Employee or employee's child is a survivor of domestic violence—once per year.	3 days

(b) Where leave from work is required due to an employee and/or an employee's dependent child being a victim of domestic or sexual violence, the employee shall be granted five (5) paid days leave in accordance with the *Employment Standards Act*. In the event the *Employment Standards Act* changes regarding the leave respecting domestic or sexual violence to provide a greater amount of leave than identified above the legislation will supersede.

25.13 Gender Affirmation/Transition Leave

An employee who is undergoing gender affirmation/transition may request a leave for the procedure(s) required during the affirmation/transition period. The employee will provide a certificate from a medical practitioner confirming that they will be undergoing gender affirmation/transition. Employees may request such leave pursuant to either Article 25.9, General Leave, or Article 21.6 Sick Leave Policy. The employer and the employee will work together to tailor the arrangements to the employee's particular needs.

Gender Affirmation/Transition:

Effective July 1, 2023, and not to be included in the collective agreement, the following health and welfare changes in accordance with the insured plan are as follows:

(a) Gender Affirmation/Transition Treatment: Where not covered by a Provincial medical plan, will be reimbursed to a lifetime maximum of \$30,000 per eligible insured for Gender Affirmation/Transition Treatment.

ARTICLE 26 - MATERNITY/PARENTAL LEAVE

Notwithstanding Clauses 26.1(a), 26.1(h), 26.2(b), and 26.2(i) **(g)**, the maximum combined leave for Maternity and/or ~~Paternity~~ **Parental** Leave shall not exceed seventy-eight (78) weeks.

Six (6) weeks prior to the expiration date of the maternal and/or 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.

26.1 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 **seventeen (17)** ~~seventy-eight (78)~~ weeks. The request must be accompanied by a doctor's note indicating the expected date of birth.

(b) For the period of the maternity leave the employee is entitled to up to seventeen (17) consecutive weeks of unpaid leave. The period of maternity leave without pay will commence not earlier than thirteen (13) weeks before the expected date of delivery and will end no later than seventeen (17) weeks after the leave begins.

(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 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 their 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 (6) months of maternity leave providing the employee returns to work for a period of not less than six (6) 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 seventy-eight (78) weeks, it can be extended for an additional period so the combined leaves do not exceed seventy-eight (78) weeks. 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) **(h)** Maternity leave for employees in their initial probation period shall be in accordance with the *Employment Standards Act*.

(j) ~~Six (6) 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 sixty-two (62) consecutive weeks of unpaid leave beginning after the child's birth or adoption of the child(ren) and within seventy-eight (78) weeks after the event.

(c) The employee shall notify the University in writing, a minimum of one (1) month prior to the anticipated commencement of the leave, and in the case of adoption leave, as much notice as is practical.

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

(e) 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.

(f) 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).~~

(g) Parental leave for the purposes of adoption of a child(ren) shall be extended for up to an additional six (6) months without pay, for the newly adopted child(ren)'s health reasons where a Doctor's certificate is presented.

~~(h) Six (6) 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) When on maternity or parental leave, an employee will receive a supplemental payment added to Employment Insurance benefits as follows:

(1) For up to fifteen (15) weeks of maternity leave, an employee who is the birth parent shall receive an amount equal to the difference between the Employment Insurance (EI) benefits and seventy-five per cent (75%) of their salary calculated on their average base salary.

(2) For up to a maximum of thirty-five (35) weeks of parental leave, the birth parent, 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 Standard EI Benefits and seventy-five per cent (75%) of the employee's salary calculated on their average base salary.

(3) Where the birth parent, the spouse, the biological father, the common-law partner or adoptive parent who is caring for the child elects the Extended Parental EI, for a maximum of sixty-one (61) weeks the parent shall receive the same total SEB benefit amount received under Clause 26.3(a)(2) when the employee opts for thirty-five (35) week EI benefit, spread out and paid over the sixty-one (61) week period. Payroll will make this calculation.

(4) Provided the employee received SEB as per Clauses 26.3 (a)(1), (2), or (3), for the ~~two (2) weeks~~ **one (1) week** of the leave where no EI benefit is paid, the employee shall receive seventy-five per cent (75%) of the employee's salary calculated on their average base salary.

(5) The average base salary for the purpose of Clauses 26.3(a)(1-4) is the employee's average base salary for the twenty-six (26) weeks preceding the maternity or parental leave. If the employee has been on unpaid leave for part of the preceding twenty-six (26) weeks, then up to four (4) weeks of that unpaid leave will be subtracted from the twenty-six (26) weeks for the purpose of calculating the average base salary.

(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 (6) 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.

ARTICLE 31 - PROMOTIONS AND STAFF CHANGES

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 include a statement encouraging applications from equity deserving groups.**

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 (1) 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.~~ **To ensure service continuity, the employer may post the position internally and externally simultaneously. In these cases, all internal applicants will be reviewed and considered prior to the review of external applicants.**

31.7 Assessment Reports

Formal assessments of regular employees ~~holding the same position~~ will normally be conducted once every two (2) years. **Formal assessments of auxiliary employees will normally commence upon the accumulation of 910 hours in a single position or at the end of their posted position.** 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 (2) 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 (1) 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.

31.13 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 25.89.

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.

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.~~ **a.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.

ARTICLE 36 - AUXILIARY EMPLOYEES

36.1 Appointment

An auxiliary employee shall receive, within five (5) 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)~~ **(b)(4)**- Job Postings shall be recalled in order of seniority, provided they have the qualifications, ability and experience to do the work, as determined by Human Resources.
- (c)** Auxiliary employees who become regular shall be credited with all service seniority accrued as an auxiliary.
- (d)** Auxiliary employees must have completed four hundred and fifty-five (455) hours in a twelve (12) month period immediately prior to the posting to be recognized as inside applicants when applying to positions posted internally.
- (e)** Auxiliary employees may specify campus location or department and will not be called for work other than that. It is the employee's responsibility to notify Human Resources of any change to their availability, or their work location or department restrictions, and to notify Human Resources of any change in their qualifications.
- (f)** Auxiliary pools will be managed centrally by Human Resources. Notwithstanding the foregoing, for positions requiring specialized skills the auxiliary pools may be managed by the department.

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 (6) months.
- (d)** they are unavailable for or decline work on three (3) separate occasions in the calendar year, with exceptions for the following:
 - (1) absence on a WCB claim;
 - (2) maternity leave, parental leave, or adoption leave;
 - (3) leave to participate in activities of a Reserve Component of the Canadian Armed Forces;
 - (4) illness; proof of illness may be required if the absence is greater than five (5) days or where it appears a pattern of consistent or frequent absence is developing;
 - (5) illness of, or inability to obtain child care for a dependent child of an auxiliary employee, where no **one** other than the employee can care for the child. Proof of illness or inability to obtain child care may be required if a pattern of consistent absence is developing;

- (6) union leave per Clause 3.10 - Time Off for Union Business;
- (7) jury duty;
- (8) medical or dental appointments;
- (9) periods of preapproved unavailability for the purposes of unpaid vacation.

36.10 Entitlement to Benefits

(a) An auxiliary employee working thirty-five (35) hours per week in a temporary position of six (6) months' continuous duration or more will be eligible to apply for benefits outlined in Article 21 - Health and Welfare, subject to the following:

- (1) Clause 36.7 will not apply.
- (2) 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 thirty (35) hour week job of the required duration.

(b) Part-time employees with regular appointments of at least twenty (20) hours per week (forty [40] hours biweekly) will be entitled to group life insurance, extended health, dental and medical benefits as set out in this agreement.

(c) In addition to Clause 36.7, any auxiliary employees not entitled to coverage outlined in (a) above and who has completed ninety (90) consecutive days of employment will be entitled to five (5) days of paid illness and injury leave per calendar year.

ARTICLE 37 - TERM OF AGREEMENT

Pursuant to the BCGEU Common Agreement the term of the agreement shall be for 36 months effective from July 1, 2022 to June 30, 2025

37.1 Duration

This agreement shall be binding and remain in effect to midnight, June 30, ~~2022~~ **2025**.

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, ~~2022~~ **2025**, but in any event not later than midnight May 31, ~~2022~~ **2025**.

(b) Where no notice is given by either party prior to May 31, ~~2022~~ **2025**, both parties shall be deemed to have been given notice under this section on May 31, 2022 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~~ **Chairperson** 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 fourteen (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, 2019 **2022**.

37.7 Reference to Labour Code

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

APPENDIX A Wages

Rates of Pay

Pursuant to the BCGEU Common Agreement all wage scales for all classifications or positions in the Collective Agreement shall be increased as follows:

- Effective July 1, 2022, all wage scales in the collective agreement which were in effect on June 30, 2022, shall be increased by 25 cents per hour. The resulting rates of pay will be increased by a further 3.24%. The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- Effective July 1, 2023, all wage scales in the collective agreement which were in effect on June 30, 2023, shall be increased by 5.5%. The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- Effective July 1, 2024, all wages scales in the collective agreement which were in effect on June 30, 2024, shall be increased by 2%.
- The above wage increases shall be adjusted pursuant to Letter of Understanding #3 Cost of Living Adjustment as per the BCGEU Common Agreement.

*These wage increases shall apply to all current employees who are members of the bargaining unit on the date of ratification and any employees who retired on or after July 1, 2022.

APPENDIX B
List of Arbitrators

- Chris Sullivan
- Corinn Bell
- ~~Dave McPhillips~~
- ~~Irene Holden~~
- Julie Nichols
- Mike Fleming

LETTER OF UNDERSTANDING 1 (RENEW)
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 (1) appointee from the Union and one (1) 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 - the minimum wage as set by the Province of British Columbia
With one (1) year of post secondary education - Base Rate plus eight percent (8%)
With a post-secondary degree or diploma - Base Rate plus twenty-one percent (21%)
 - (b) Health and Welfare - fifty cents (50¢) per hour
 - (c) Vacation at four percent (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 (7) hours per day and thirty-five (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 ten (10) hours in one (1) day and seventy (70) hours in a biweekly period. Notwithstanding the above, there will be a maximum of ten (10) students employed university-wide at any one (1) time with the maximum duration of any one (1) placement or work experience not exceeding four (4) months. Where the Employer can demonstrate an educational requirement for more than ten (10) students at any one time the Union will grant agreement for additional Co-op Ed students.
 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 (RENEW)
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 twenty-five percent (25%) of the principal duties of a bargaining unit classification.

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

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

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

4. Student Assistants will be hired and paid in accordance with Policy HR14 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 fifteen (15) days.

7. The Employer shall maintain a list of student assistants employed University-wide and provide a copy to the bargaining Chair once per semester.

LETTER OF UNDERSTANDING 3 (RENEW)
Job Sharing

The total number of job sharing arrangements shall not exceed six (6) at any one (1) 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 (1) of the partners proposing the job sharing arrangement already occupies the regular full-time position under consideration and has completed two (2) years of satisfactory service. The second partner must have completed two (2) 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 fifteen (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 (1) 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 fourteen (14) hours per week. This is the sole exception to Clause 2.4 regarding minimum twenty (20) hours per week for regular status.

The total hours per week to be shared between the partners will be thirty-five (35) and each job sharing arrangement will be for a minimum period of one (1) 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 thirty (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 they 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 (1) 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 (4) weeks' written notice of resignation). If the remaining partner turns it down, they

would revert to full-time and would have sixty (60) days to propose and finalize another job share arrangement. The onus is on the employee to seek alternative employment if they no longer wishes to job share, or if they are 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 trail 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 (RENEW)
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 designated groups defined by the *Employment Equity Act (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.

Effective July 1, 2019

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

	Senior Security Analysts Senior Research Analysts Web Administrators
\$14,000	Database Administrators Senior Network Analysts Project Leaders

Effective July 1, 2020

Stipend (Annual)	Position Title
\$7,000	Network Administrators
\$10,000	Clinical Placement Facilitators Educational Media Strategists Lab Instructors, Nursing Learning Technology Support Analysts Nursing Instructional Associates Programmer Analysts Senior Network Specialists
\$12,000	Senior Network Administrators Senior Security Analysts Senior Research Analysts Web Administrators
\$14,000	Database Administrators Senior Network Analysts Project Leaders

Effective July 1, 2021

Stipend (Annual)	Position Title
\$5,000	Accessibility Advisors* Associate Procurement Officers* Financial Aid Advisors* Payroll Team Leads* Research Analysts* Teaching and Learning Strategists*
\$7,000	Network Administrators Coordinators Desktop Hardware Services*
\$10,000	Clinical Placement Facilitators Educational Media Strategists Lab Instructors, Nursing Learning Technology Support Analysts Network Administrators* Nursing Instructional Associates Open Education Strategists* Programmer Analysts Procurement Officers Security Analysts* Senior Network Specialists
\$12,000	Senior Network Administrators Senior Security Analysts Senior Research Analysts Web Administrators
\$14,000	Database Administrators Senior Network Analysts Project Leaders

***These positions receive a Hard to Recruit Stipend from the Service Improvement Allocation per Letter of Understanding #9 of the 2019-2022 BCGEU – KPU Collective Agreement.**

Incumbents working in full-time assignments receive the full amount. Those in part-time assignments receive a prorated amount, which is based on an FTE ratio. The amount of the stipend is calculated by multiplying the FTE ratio by the amount of the stipend.

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~~" **"grandparented"**.

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

LETTER OF UNDERSTANDING 6 Laboratory/Shop Hours

The parties will meet on an annual basis to review the Lab workload **Assignment g** Guidelines that have been established and recommend any revisions that may be needed. The guidelines will remain in effect until the parties agree to any changes.

While not to be included in the Collective Agreement, the lab/shop hours guidelines will be revised as follows:

WORKLOAD LAB ASSIGNMENT GUIDELINES FOR FACULTY OF SCIENCE AND HORTICULTURE LAB INSTRUCTORS

Lab Guidelines: workload **lab assignment** of no more than 10.5 **points** annualized **annually** with no more than five labs in any one semester (unless otherwise noted below).

1st year courses = 1.0

2nd year courses = 1.4

3rd year courses = ~~1.4~~ **1.6**

4th year courses = ~~1.4~~ **1.6**

Applicable to all Lab Instructors (Open/Scheduled/including those with dual roles as a Lab Instructor/Lab Tech/Instrumentation Specialist and Lab Supervisor when they are assigned teaching duties

- Lab instructors are responsible for supervising no more than 20 students in any one lab.
- The responsibility of the draft schedule of the lab lies solely with the team of lab instructors or the lab supervisor (where applicable) in consultation with the lab instructors in each department. The Office of the Dean has final approval for all lab schedules.
- Labs will be allocated on an equitable basis free from self-interest, bias or favoritism with a goal to balance workloads **lab assignments** while considering expertise and/or experience as well as employee growth and development. Seniority will be considered only where lab instructors have equivalent expertise and/or experience. Any discrepancies or questions about workload or assignments will be referred to the Office of the Dean.
- **Lab Instructors will be assigned labs or partial labs as close to the 10.5 points per year threshold as is operationally practical. Points for partial labs will be prorated based on the equivalent points to the level of course as outlined above. For example, teaching for the first half of the semester in a first-year lab will be attached to 0.5 points.**

Applicable to Lab Instructors in Scheduled Labs

- Labs will not be longer than 3 hours; In the event that labs are scheduled longer than 3 hours, applicable overtime rates apply to any additional hours.
- There will be a maximum of 15 hours of lab contact time per week per semester, unless agreed to by the lab instructor.
- Lab instructors will be assigned no more than three different course preparations per semester without their consent.
- These guidelines no longer recognize primary and secondary roles for lab instructors. Therefore, in labs with multiple lab instructors, consultation with one another is expected in order to distribute the workload **lab assignments** equitably.

Applicable to Lab Instructors with Tech duties and Instrumentation Specialists when assigned teaching duties in Scheduled Labs

- Lab instructors who also perform Lab Tech duties will have a maximum 5.25 workload **points** annualized (unless agreed to by the instructor) with a maximum 15 hours lab contact time per week per semester.

Applicable to Lab Instructors with Tech duties in Open Labs

- Lab instructors who also perform tech duties working in an open lab environment will have a maximum of 15 contact hours per week per semester.
- 6 hours of open lab time is = to 1.0 workload **point**. Maximum 6.0 workload **points** annualized

Applicable to Lab Instructors in Open Labs

- Lab instructors working in an open lab environment will have a maximum of 25 contact hours per week per semester.
- 6 hours of open lab time is = to 1.0 workload. Maximum 10.5 workload annualized

The Parties agree to meet to review these guidelines one year from the date of implementation and amend or adjust as needed. These guidelines will remain in effect until both parties agree to any changes.

If the Parties cannot come to an agreement on the language of this document, the issue will be brought to the LMRC for resolution.

LETTER OF UNDERSTANDING 7 (RENEW)

Medical Premiums

The parties recognize that the method of funding MSP has been changed from an individually paid premium system to a system funded by an employer paid payroll tax.

If the government, at any time in the future, reverts to an individually paid premium system, the parties agree that the Employer will pay one-hundred percent (100%) of the premium for employees on the same basis as exists in the 2014-2019 collective agreement.

LETTER OF UNDERSTANDING 8 (RENEW)

Employee Recruitment and Retention Working Group

During the life of the agreement the parties agree to meet and discuss ways of eliminating stipends and incorporating them into a grid that is comparable to other agreements in the sector.

LETTER OF UNDERSTANDING 9

Annual Allowance - Hard to Recruit Support Staff Positions

It is expected that over the life of the next collective agreement, post-secondary education will continue to face recruitment and retention challenges for positions requiring specialized expertise. The parties to this agreement recognize a fresh approach is needed to recruit and to retain incumbents into hard to recruit positions.

The ~~Service Improvement Allocation~~ **Letter of Understanding** presents an opportunity to address these recruitment and retention challenges through the creation of a Hard to Recruit allowance. Not all support staff positions are defined as hard to recruit.

Hard to recruit positions are those where:

- The job description requires specialized qualifications;
- Services to students are negatively impacted;
- There are demonstrated recruitment or retention issues that can be objectively determined using data such as, but not limited to, time to fill, vacancy rates and turnover;
- The issue is wage-related;
- Other options to mitigate recruitment and retention pressures have been considered; and
- Relevant market data from the appropriate mark comparators is available.

Hard to recruit positions will be reviewed ~~annually during the life of the collective agreement 2019-2022,~~ by a Union/Employer committee comprised of no more than four (4) members appointed by each parties' respective bargaining committees; additional positions may be deemed eligible for the allowance, subject to funding.

The amount allocated by Kwantlen Polytechnic University for this initiative each year will be ~~in accordance with the following schedule~~ **\$175,000 starting July 1, 2023 for the length of the collective agreement.**

- ~~July 1, 2020: forty four thousand dollars (\$44,000)~~
- ~~July 1, 2021: seventy nine thousand dollars (\$79,000)~~

Any funds which remain unallocated ~~at the end of a fiscal year~~ **as of March 31, 2025** will be transferred to the ~~Professional Development for Specialized Positions Fund under Clause 23.2~~ **Staff Training and Development fund under Article 22.2**. The intention is for all funds to be allocated by ~~July 1, 2022~~ **June 30, 2025**. Incumbents working in full-time assignments receive the full amount. Those in part-time assignments receive a prorated amount, which is based on an FTE ratio. The amount of the allowance is calculated by multiplying the FTE ratio by the amount of the allowance.

Within ~~thirty (30) days~~ **three (3) months** of ratification, the University will meet with the Labour/Management Relations Committee to discuss what positions are hard to recruit. Final decisions about which job positions are deemed hard to recruit and therefore eligible to receive the allowance will be determined by the Labour/Management Relations Committee.

LETTER OF UNDERSTANDING 10 (NEW)

Employee Wellness Fund

The Employee Wellness Fund is a one-time initiative intended to promote the health and wellness of staff that:

- **Encourages habits of wellness;**
- **Increases awareness of factors and resources that contribute to personal well being; and**
- **Inspires individuals to take responsibility for their own health (physical and/or psychological).**

BCGEU and Kwantlen Polytechnic University (**/****)

This fund will be available to regular employees to a maximum of \$400 per employee and will be prorated for partial FTE. Employees are required to submit eligible receipts incurred between July 1, 2023 and December 31 2024.

Criteria:

- Eligible expenses are listed below;
- Must have been incurred in the period covered;
- The expense must benefit the employee directly;
- Reimbursement for expenses cannot have been claimed elsewhere such as under an extended health plan or other plans where such expenses may be claimed;
- The maximum claim amount is \$400.00 and can be supported by multiple receipts provided they meet eligibility criteria for qualified expenses. Where receipt(s) amounts exceed \$400.00 the maximum amount is \$400.00 for the claim.

Process:

- Employees will submit receipts through a reasonable application process determined by the Employer.
- In their submission, employees will be asked to confirm that they have not submitted previously for the said period and that the receipted expenses have not been claimed elsewhere.
- All claimed reimbursed amounts will be treated as a taxable benefit in accordance with Canada Revenue Agency (CRA) rules and regulations.

Eligible expenses:

- Camping – campground fees and equipment (tent, sleeping bag, camping stove, pots, etc.);
- Dance lessons;
- Fishing and/or golf equipment;
- Fitness equipment (treadmill, exercise bike, etc.), FitBit, Apple Watch, etc.;
- Health club memberships, fitness programs, gym memberships/classes (yoga, Pilates, aerobics, Curves, Goodlife, etc.);
- Hiking, jogging, running – club fees, race entry fees, shoes;
- Horseback riding – lessons and equipment (saddle, helmet, boots, etc.);
- Hunting license and equipment;
- Nutritional counselling;
- Personal trainer;
- Skiing and snowboarding – passes, equipment, membership;
- Sports such as baseball, curling, hockey, etc. (registration, equipment, team fees, lessons);
- Stress management programs, counselling, books, CDs, online apps; and
- Weight loss programs, counselling, books, CDs, online apps.

Any unspent monies will be carried over for one year only into the PD fund under Article 22.

This LOU expires on June 30, 2025.

LETTER OF UNDERSTANDING 11 (NEW)

Remote Work

Remote work is an arrangement in which some or all work is performed at an off-campus site for all or part of an employee's work week. Remote work may be appropriate for some employees/positions provided all requirements of the position can still be met, but it may not be appropriate for others. The decision to approve, deny, terminate, or otherwise modify a remote work arrangement is at the discretion of the Employer.

Remote work arrangements for employees will be governed by KPU policy and guidelines.

LETTER OF UNDERSTANDING 12 (NEW)

LMRC Subcommittee to Support Indigenous Employees

The Parties recognize the traditions and cultural protocols of Indigenous employees. LMRC will, therefore, create a subcommittee to identify areas of common interest in the collective agreement which could further efforts to decolonize and indigenize employees' working environment. The subcommittee will have equal representation of Employer and Union representatives and will include Indigenous representation. The subcommittee will request engagement with KPU's Indigenous Advisory Committee and is to provide its guidance to the Parties prior to negotiating the renewal of the 2022-2025 Collective Agreement.

The committee will be struck within six (6) months of ratification.

MEMORANDUM OF UNDERSTANDING 1 (RENEW)

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 fifty (50)-point increments. The point bands at Job Classification 1 will have a point scale range of zero to two hundred twenty-five (225) points; Job Classification 2 will have a point scale range of two hundred twenty-six (226) to two hundred seventy-five (275) points, and the remaining point bands will progress upwards by increments of fifty (50) points. The full band scale will be as per Attachment #1.

2.3 There will be a sixteen (16)-level, five (5)-step salary scale with Step E of Level 1 being twenty-nine thousand nine hundred and fifty-nine dollars (\$29,959) per annum and progressing

upwards by two point nine percent (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 (6) 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 (3) hours.
 - (b) Swearing-in of witnesses may take place if the arbitrator deems it necessary.
 - (c) There will be no more than one (1) person attending with the union representative and one (1) 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 thirty (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 thirty (30) days.
4. The arbitrator will give a binding decision within fourteen (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.

2022 – BCGEU TEMPLATE TABLE

between

POST-SECONDARY EMPLOYERS' ASSOCIATION ("PSEA")

representing those employer-members participating in the 2022 BCGEU Multi-Employer Table

("the Employers")

and

BC GENERAL EMPLOYEES' UNION ("BCGEU")

representing those of its local bargaining units participating (and whose employers are participating) in
the 2022 BCGEU Multi-Employer Table

("the Union")

The parties listed in Schedule "1" have agreed that the following items will form a Memorandum of Settlement to establish a Common Agreement between the parties. The parties listed in Schedule "1" agree to recommend this Memorandum of Settlement together with the applicable local Memorandum of Settlement to their respective principals.

The effective date for all items the new Common Agreement will be date of ratification, unless otherwise specified.

1. Term of the Collective Agreements

The term of the new collective agreements shall be for 36 months, effective from July 01, 2022 to June 30, 2025.

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

2. Wage Increase

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

- (a) Effective July 01, 2022, all wage scales in the collective agreements which were in effect on June 30, 2022 shall be increased by 25 cents per hour. The resulting rates of pay will then be increased by a further 3.24%. The new rates of pay shall be rounded to the nearest whole cent or dollar as applicable.
- (b) Effective July 01, 2023, all wage scales in the collective agreements which were in effect on June 30, 2023 shall be increased by 5.5%. The new rates of pay shall be rounded to the nearest whole cent or dollar as applicable.
- (c) Effective July 01, 2024, all wage scales in the collective agreements which were in effect on June 30, 2024 shall be increased by 2%. The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (d) The above wage increases shall be adjusted pursuant to Letter of Understanding #3 Re: Cost of Living Adjustment.

These wage increases shall apply to all current employees who are members of the bargaining unit on the date of ratification of the applicable local agreement and any employees who retired on or after July 1, 2022.

3. Flexibility Allocation

Pursuant to item #11 in the protocol agreement dated June 30, 2022 between the participating employers and the participating locals bargaining units, as defined in item #2 of the protocol agreement, the parties agree to refer the topic of Flexibility Allocation to the local bargaining parties as follows:

Flexibility Allocation

The Parties agree that 0.25% of total compensation base in Year 1 of the collective agreement and another 0.25% of total compensation base in year 2 of the collective agreement will be available to the local parties to address items of mutual interest and benefit. It is further understood that these amounts may be repurposed to assist in funding the implementation of a common wage grid.

4. Terms of Common Agreement

Terms which form a common agreement tentatively agreed by the parties during these negotiations are included as Schedule 2 of this memorandum of settlement. The effective date of these terms will be the date of ratification unless otherwise specified.

5. Ratification

The date of ratification will be the date the parties to a local agreement, including the PSEA Board of Directors, conclude the ratification of the local portion and the Common Agreement portion of their 2022-25 collective agreement.

6. Referral to Local Bargaining

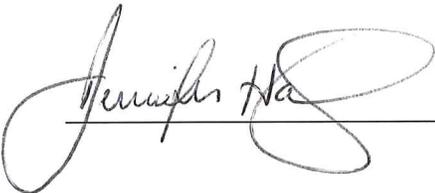
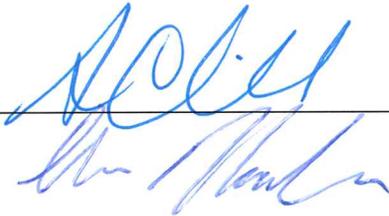
Pursuant to Item 10 of the Protocol Agreement, the MET Lead Negotiators agree to refer item 9 e) – Sick Leave to local bargaining.

Signed by the parties at Vancouver, British Columbia, on the 23rd of SEPT, 2022.

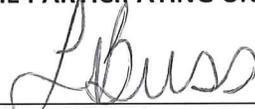
FOR THE PARTICIPATING EMPLOYERS:



Michael Madill, PSEA



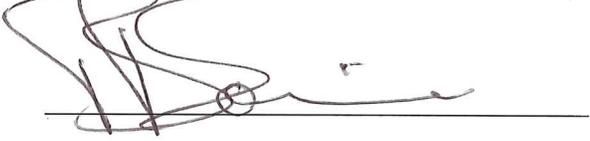
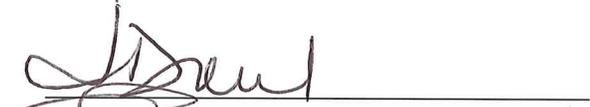
FOR THE PARTICIPATING UNIONS:



Lindsay Buss, BCGEU



COOPERSON



SCHEDULE 1

- British Columbia Institute of Technology / BCGEU Local 703, BCIT
- Coast Mountain College / BCGEU Local 712, Coast Mountain College
- Douglas College / BCGEU Local 703, Douglas College
- Justice Institute of British Columbia / BCGEU Local 703, JIBC
- Kwantlen Polytechnic University / BCGEU Local 704, KPU
- Northern Lights College / BCGEU Local 710, Northern Lights College
- Okanagan College / BCGEU Local 707, Okanagan College

SCHEDULE 2

DEFINITIONS

1. "Agreement" or "Common Agreement" means this Common Agreement reached between the employers and the local unions as defined in "Parties" or "Common Parties".
2. "Collective Agreement" means the combination of provisions of the Common Agreement with local provisions that constitute a collective agreement between an institution and a local union.
3. "Employee" means a person employed within a bargaining unit represented by the BCGEU that has ratified a Collective Agreement that includes this Common Agreement.
4. "Employer" means an employer that has ratified a Collective Agreement that includes this Common Agreement.
5. "Institution" means a post-secondary institution that has ratified a Collective Agreement that includes this Common Agreement.
6. "Local parties" means the institution and local bargaining unit where both have ratified a Collective Agreement that includes this Common Agreement.
7. "Local provision" means a provision of a Collective Agreement established by negotiations between an individual employer and a local union.
8. "Local bargaining unit" means a bargaining unit representing employees at an institution that has ratified a Collective Agreement that includes this Common Agreement.
9. "Parties" or "Common Parties" means the following employers and local unions that have ratified a Collective Agreement that includes this Common Agreement:
 - BC Institute of Technology/BCGEU Local 703, BC Institute of Technology
 - Coast Mountain College/ BCGEU Local 712, Coast Mountain College
 - Douglas College/ BCGEU Local 703, Douglas College
 - Justice Institute of BC/ BCGEU Local 703, Justice Institute of BC
 - Northern Lights College / BCGEU Local 710, Northern Lights College
 - Okanagan College / BCGEU Local 707, Okanagan College
 - Kwantlen Polytechnic University/BCGEU Local 704, Kwantlen Polytechnic University
10. "Post-Secondary Employers' Association" or "PSEA" means the employers' association that is established for post-secondary institutions under the *Public Sector Employers' Act* and that is the employer bargaining agent for all institutions.
11. "Ratification" means the acceptance by the BCGEU and by both an institution and the PSEA of the terms of a Collective Agreement that includes this Common Agreement.
12. "Union" means the B.C. General Employees Union (BCGEU).

ARTICLE 1 - PREAMBLE

1.1 Purpose of Common Agreement

(a) The purpose of the Common Agreement is to establish and maintain orderly collective bargaining procedures and to set forth the terms and conditions of employment.

(b) The Parties share a desire to improve the quality of educational service provided by the Institution and are determined to establish a harmonious and effective working relationship at all levels of the Institution in which members of the bargaining unit are employed. The Parties therefore agree to the following terms and conditions of employment.

1.2 Future Legislation

In the event that any future legislation renders null and void or materially alters any provision of the Common Agreement, the Parties will negotiate a mutually agreeable amended provision. All other provisions of the Common Agreement shall remain in full force and effect.

1.3 Conflict with Policies

Every reasonable effort will be made to harmonize employer policies with the provisions of the Common Agreement. In the event of a conflict between the contents of the Common Agreement and any policies made by the employer, the terms of the Common Agreement will prevail. The Collective Agreement shall be subject to the provisions of the Common Agreement and Local provisions shall not contradict, nullify, or alter any term contained in the Common Agreement.

1.4 Singular and Plural

Wherever the singular is used in the Common Agreement, the same shall be construed as meaning the plural if the context requires unless otherwise specifically stated.

1.5 Gender Neutral

The Common Agreement includes non-binary, gender-fluid, and gender-queer individuals. Wherever this agreement uses gendered language, the same shall be construed to include all individuals, regardless of gender.

ARTICLE 2 - JOINT BENEFITS COMMITTEE

1. Committee Established

The Parties agree to establish a Joint Benefits Committee. The committee shall be equally represented and shall consist of:

- not more than four representatives of the Employers; and
- not more than four representatives of the BCGEU bargaining units.

(Representatives may include employees of PSEA and/or BCGEU)

Leaves of absence for union committee members, who are employees of any of the 2022 BCGEU MET participating employers, shall be granted without loss of pay or benefits.

2. Committee Mandate

The Joint Benefits Committee has a mandate to undertake tasks related to health and welfare benefits including:

- (a) Comparison and analysis of contract administration and costs, using criteria developed by the committee.
- (b) Monitoring carrier performance including receiving reports from the plan administrator(s).
- (c) Reviewing the cost effectiveness and quality of benefit delivery, service, and administration by carriers, including access issues.
- (d) Tendering of contracts.
- (e) Training on best practices including for local JEIP committees.

3. Replace Duplicate Language

It is the intention of the Parties to replace duplicate language in Local provisions. As such, the parties agree to remove the following Local provisions:

- a) British Columbia Institute of Technology and BCGEU Support Staff Article 30.11; and
- b) Coast Mountain College and BCGEU Support Staff Appendix 1, Section 2.16 Part 4 Joint Committee.

4. Adding Additional Members

The parties agree that institutions and unions, may join the Joint Benefits Committee, with the consent of PSEA and the BCGEU.

5. Meetings

The committee will meet up to four times per year, unless otherwise agreed by the parties. It is understood that meetings will be in virtual format.

LETTER OF UNDERSTANDING 2022 # 1

2022 SUPPORT STAFF BCGEU Multi-Employer Template ("MET") Agreement

Between

POST-SECONDARY EMPLOYERS' ASSOCIATION ("PSEA")

Representing those employer-members participating in the 2022 MET

And

THE BRITISH COLUMBIA GENERAL EMPLOYEES' UNION ("BCGEU")

Representing those local bargaining units participating in the 2022 MET

RE: JOINT GENDER-NEUTRAL JOB EVALUATION STEERING COMMITTEE

1. The following are the participating employers and local bargaining units (BCGEU) in this Letter of Understanding.
 - British Columbia Institute of Technology – BCGEU Support Staff
 - Coast Mountain College – BCGEU Support Staff
 - Douglas College – BCGEU Support Staff
 - Justice Institute of British Columbia – BCGEU Support Staff
 - Kwantlen Polytechnic University – BCGEU Support Staff
 - Northern Lights College – BCGEU Support Staff
 - Okanagan College – BCGEU Support Staff
2. The Parties agree to establish a Joint Job Evaluation Steering Committee ("Committee") whose purpose is to develop a Standardized Joint Gender-Neutral Job Evaluation Plan ("Plan") and a common wage grid that could be applied in all MET institutions.
3. The Committee shall be equally represented and shall consist of:
 - four Employer Representatives; and
 - four Union Representatives.

(Representatives may include employees of PSEA and/or BCGEU)

Additional staff from the employers may be provided to support the Committee. Minutes of Committee meetings, and any other information agreed to be collected by the Committee, will be shared and agreed-to by both Parties.

4. The tasks of the Committee will include the following:
 - a) Create a description of the role and responsibility of the Committee and its decision-making process.
 - b) Establish mutually agreed upon terms of reference.
 - c) Establish a timeline including key milestones to ensure that the project meets the target date.
 - d) Review the work done by the BCGEU and Douglas College on the Maintenance of their Job Evaluation System 2021-2022 to determine if that work could be used as the foundation for a Standard Gender-Neutral Job Evaluation Plan to be used in other participating institutions. It is understood the Douglas College/BCGEU Job Evaluation Plan may be either adopted as is, or used as a base to be enhanced in order to build a plan that could apply to all support staff jobs in the sector. This recognizes the work done by Douglas College and BCGEU union members. Tasks include but are not limited to:
 - i. Update the Douglas College Job Evaluation Plan to consider additional sectoral requirements including additional benchmark jobs; or develop for recommendation an entirely new Standardized Joint Gender-Neutral Job Evaluation Plan.
 - ii. Review and revise, if necessary, any point factor weightings.
 - iii. Determine the number of wage scale pay grids and band widths per grid, including the development of a new common wage grid.
 - iv. Development of a process for testing and modelling the Standardized Joint Gender Neutral Job Evaluation Plan.
 - v. Development of an appeal process to resolve any classification disputes once the plan is implemented.
 - e) In the event the committee determines that the Douglas College Job Evaluation plan is not appropriate for use as a base plan to build upon to create a plan that could apply to all support staff jobs in the sector, the committee will review of a variety of Gender-Neutral Job Evaluation plans including a benchmarking classification plan.
 - f) Develop new job evaluation language which will replace the following existing and applicable Local provisions and any other relevant Local provisions, and parts thereof, for those Parties who adopt the new Job Evaluation Plan in the future:
 - i. BCIT – BCGEU Support Articles 27 Job Descriptions and Job Reclassification
 - ii. Coast Mountain College and BCGEU Support – Article 30.1 – 30.4 Classification and Reclassification and Article 31,4(5)
 - iii. Douglas College and BCGEU Support – Article 29 Job Classification and Reclassification
 - iv. JIBC and BCGEU Support - Article 28 Job Evaluation and request for Job evaluation Review

- v. Kwantlen Polytechnic University and BCGEU Support – Article 32 Classification and Reclassification
- vi. Northern Lights College and BCGEU Support - Article 23 Job Evaluation
- vii. Okanagan College and BCGEU Support – Articles 18, 19, and 20

Local agreement language concerning issues not related to the job evaluation process will be continued in other clauses/articles.

- g) Meet at least six times per year. Additional meetings may be scheduled with the agreement of the majority of the Committee members.
 - h) Identify and engage in-house expertise from the Union and the PSEA (as applicable). It is understood the Employers may use consultant(s).
5. The Committee will report out to the Parties, the participating employers and local unions at key milestones during the development of the plan.
 6. The target for completion of the development of a Standardized Joint Gender-Neutral Job Evaluation Plan to the point of testing and modelling is December 31, 2024.
 7. Any concerns that arise during the development of the plan will be referred by the Committee to the Parties for resolution.
 8. Leaves of absence for union committee members who are employees of any of the 2022 MET participating employers shall be granted without loss of wages or benefits.
 9. Following completion of the Committee’s work on developing and modelling a Standardized Joint Gender-Neutral Job Evaluation Plan above, the Parties will meet to discuss the potential implementation of the plan and a common wage grid at the MET institutions and local bargaining units.
 10. It is understood that this LOU does not provide for any funds that may be required to implement the Standardized Joint Gender-Neutral Job Evaluation Plan and/or common wage grid developed through this Committee. Any implementation, including salary surveys for the benchmark jobs, of the Plan will be the subject of current and future collective bargaining.
 11. *Wage Protection* – employees that have their wage reduced as a result of reclassification shall be wage protected as per the existing local language at each institution or as established by the new plan.

LETTER OF UNDERSTANDING #2

Between:

**The 2022 MET Participating Employers
("the Participating Employers")**

And:

**The 2022 MET Participating BCGEU Bargaining Units
("the Participating Union Bargaining Units")**

Collectively, the "Parties"

Re: Common Agreement Joint Committee

1. The parties agree to establish a Joint Committee to discuss the Common Agreement among participating Employers and BCGEU Support Staff bargaining units.
2. The purpose of the Common Agreement Joint Committee will be to investigate and discuss language in the sector with a view to expanding the Common Agreement to include more subjects and removing similar language from the Local provisions of the Collective Agreements to avoid confusion.
3. The committee shall be equally represented and shall consist of:
 - not more than four representatives of the Employers; and
 - not more than four representatives of the BCGEU bargaining units.

(Representatives may include employees of PSEA and/or BCGEU)
4. The Employers will be responsible for the costs of the participating Employers and PSEA, and the leaves of absence for union committee members who are employees of any of the 2022 MET participating employers shall be granted without loss of wages or benefits.
5. The unions will be responsible for any travel, meal and accommodation costs of the Local bargaining unit representatives and the representatives of the BCGEU.
6. It is understood that meetings will be held in virtual format unless the parties agree otherwise.
7. The Committee will begin its work after April 1, 2023.
8. The results of the investigation of the Common Agreement Joint Committee shall be forwarded to the respective Parties and their principals for review and discussion purposes only.

Letter of Understanding #3

Re: Cost of Living Adjustment

Definitions

“General Wage Increase” or “GWI” means the overall general wage increase expressed as a percentage.

“Cost of Living Adjustment” or “COLA” means a percentage-based general wage increase adjustment provided in accordance with this Memorandum of Agreement. COLA is an upward adjustment applied to and folded into all wage rates.

The “annualized average of BC CPI over twelve months” (AABC CPI) means the *Latest 12-month Average Index % Change* reported by BC Stats in March for British Columbia for the twelve months starting at the beginning of March in the preceding year and concluding at the end of the following February.

The “Latest 12-month Average Index”, as defined by BC Stats, is a 12-month moving average of the BC consumer price indexes of the most recent 12 months. This figure is calculated by averaging index levels over the applicable 12 months.

The *Latest 12-month Average Index % Change* is reported publicly by BC Stats in the monthly BC Stats *Consumer Price Index Highlights* report. The BC Stats *Consumer Price Index Highlights* report released in mid-March will contain the applicable figure for the 12-months concluding at the end of February. The percentage change reported by BC Stats that will form the basis for determining any COLA increase is calculated to one decimal point. For reference purposes only, the annualized average of BC CPI over twelve months from March 1, 2021 to February 28, 2022 was 3.4%.

COLA

The COLA will be applied as applicable to the GWI effective on the first pay period after July 1, 2023 and July 1, 2024. The COLA will be calculated by determining the difference between the AABC CPI and the annual general wage increase to the maximum COLA prescribed that year in Wage Schedule – Grids.

July 2023

If the 2023 AABC CPI exceeds the July 2023 GWI of 5.5%, then, on the first pay period after July 1, 2023 the July 2023 GWI will be adjusted upwards to reflect a COLA equal to the difference between the July 2023 GWI and the 2023 AABC CPI up to a maximum of 1.25%.

July 2024

If the 2024 AABC CPI exceeds the July 2024 GWI of 2.0%, then, on the first pay period after July 1, 2024 the July 2024 GWI will be adjusted upwards to reflect a COLA equal to the difference between the July 2024 GWI and the 2024 AABC CPI up to a maximum of 1.00%.

Letter of Understanding #4

Re: Public Sector Wage Increases

1. If a public sector employer, as defined in s. 1 of the *Public Sector Employers Act*, enters into a collective agreement with an effective date after December 31, 2021 and the first three years of the collective agreement under the Shared Recovery Mandate includes cumulative nominal (not compounded) general wage increases (GWIs) and Cost of Living Adjustments (COLAs) that, in accordance with how GWIs are defined and calculated in this LOA, are paid out and exceed the sum of the GWIs and COLAs that are paid out in the 2022-2025 BCGEU Support Staff Common Agreement, the total GWIs and COLAs paid out will be adjusted on the third anniversary of the collective agreement so that the cumulative nominal (not compounded) GWIs and COLAs are equivalent. This Letter of Agreement is not triggered by any wage increase or lump sum awarded as a result of binding interest arbitration.
2. For the purposes of calculating the general wage increases in paragraph 1:
 - a) a \$0.25 per hour flat-rate wage increase for employees with their hourly wage rates set out in the collective agreement; or
 - b) any alternative flat-rate wage increase for employees whose hourly wage rates are not set out in the collective agreement that is determined by the Public Sector Employers' Council Secretariat to be roughly equivalent to a \$0.25 per hour flat-rate wage increase;

shall be considered to be a 0.5% general wage increase, notwithstanding what it actually represents for the average bargaining unit member covered by the collective agreement. For clarity, under paragraph 2 a), the combined GWIs of \$0.25 per hour and 3.24% in Year 1 are considered to be a single increase of 3.74% for this LOA. For example purposes only, combining the 3.74% increase (as it is considered in this LOA) in Year 1 with the maximum potential combined GWI and COLA increases of 6.75% in Year 2 and 3% in Year 3 would result in a cumulative nominal increases of 13.49% over three years.

3. For certainty, a general wage increase is one that applies to all members of a bargaining unit (e.g. everyone receives an additional \$0.25 per hour, \$400 per year, or 1% increase) and does not include wage comparability adjustments, lower wage redress adjustments, labour market adjustments, flexibility allocations, classification system changes, or any compensation increases that are funded by equivalent collective agreement savings or grievance resolutions that are agreed to in bargaining.
4. A general wage increase and its magnitude in any agreement is as confirmed by the Public Sector Employers' Council Secretariat.
5. This Letter of Agreement will be effective during the term of the 2022 – 2025 Common Agreement.