

MEMORANDUM OF AGREEMENT

BETWEEN:

CAPILANO UNIVERSITY

(Hereinafter referred to as the "Employer")

PARTY OF THE FIRST PART

AND:

**MoveUp, CANADIAN OFFICE AND PROFESSIONAL EMPLOYEE'S UNION,
LOCAL 378**

(Hereinafter referred to as the "Union")

PARTY OF THE SECOND PART

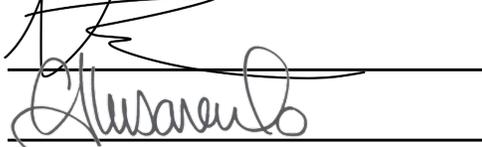
By signature(s) of their duly authorized representative(s) hereinafter affixed, the Employer and the Union ("the Parties") do hereby expressly and mutually agree as follows:

1. This Memorandum of Agreement ("Memorandum") shall be deemed to include all attachments hereto affixed as Appendices "A" and "B".
2. It is agreed that the terms and conditions of the attached (Appendix "A") shall comprise the successor Collective Agreement between the Parties and shall be effective from July 1st, 2022, to June 30th, 2025, with the following understandings:
 - i.) If there are any discrepancies between Appendix A and existing language in any articles of the 2019-22 collective agreement that were unopened or agreed with a return to *status quo*, the existing language will prevail. Neither party is aware of any such discrepancies.
 - ii.) If there are any changes to the provisions of the 2019-22 collective agreement that have not been marked in green colour (indicating agreement) in Appendix A (with the exception of the wage grid figures, which are agreed but in black text), either party has the right to reject those changes. Neither party is aware of any such changes.

3. Upon ratification by both Parties in accordance with this Memorandum, all provisions of Appendix "A" shall come into force and effect and shall be fully retroactive, except as provided otherwise in accordance with Appendix "A".
4. The Parties expressly agree that, upon the completed signing of this Memorandum of Agreement, the Parties shall recommend the approval of this Memorandum to their respective principals. The principals of Capilano University are the Board of Directors of Capilano University and the Board of Directors of the Post Secondary Employers' Association. Capilano University and MoveUP will conduct their ratification votes within thirty calendar days of signing of this MOA.
5. The Members of both the Union's Negotiating Committee and the Employer's Negotiating Committee hereby expressly agree that they will unanimously recommend acceptance of this Memorandum to their respective principals.
6. In the event of any dispute between the Parties concerning the interpretation, application, operation or any alleged violation of any provision of this Memorandum including Appendices "A" and "B", the grievance and arbitration procedures contained in the successor collective agreement shall apply.
7. All grievances and other disputes involving the Employer and the Union which are not expressly outlined shall be deemed to be unresolved by this Memorandum.
8. The Parties expressly agree that, upon the completed signing of this Memorandum of Agreement, the Parties shall initiate the "Return to Work" protocol outlined in Appendix "B" as a cessation to current job action while the Parties engage in the ratification process of this tentative agreement.

Signed at Vancouver, B.C. this 21 day of July, 2023.

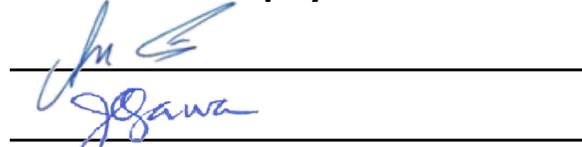
For the Union



Eric Roberts



For the Employer



[unclear]





APPENDIX "A"

Settlement Offer

Tabled: 28Feb2023; 6amPT via email only
Revised & re-Tabled 11June2023 4pmPT via email only

Articles Included: Comprehensive, including compensation

Collective Bargaining 2022

Between

Capilano University

And

MoveUP (Canadian Office and Professional Employees' Union, Local 378)

Employer's Settlement Offer

Formatting Legend:

Proposed amendments to the current collective agreement (black text) are denoted as follows:

- language the Employer proposes to add is in blue text; e.g. **new Employer language**
- current collective agreement language the Employer proposes to delete is in red strikethrough text; e.g. ~~language Employer proposes to delete~~;
- new language that the parties have agreed to add is in green text; e.g. **new agreed language**;
- current collective agreement language that the parties have agreed to delete is in green strikethrough text; e.g. ~~agreed to delete~~
- table notes are identified in pink text and "Note" within square brackets; e.g. **[Note: this is a note to the Union and is not language that the Employer proposes to include in the collective agreement.]**

All matters subject to ratification by the parties' principals.

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Land Acknowledgement

As Parties to the Collective Agreement, we are committed to reconciliation and justice for Indigenous peoples. We acknowledge that the University is on the unceded, traditional and ancestral territories of the Skwxwú7mesh (Squamish), the sə́ilwətaʔt̓ (Tsleil-Waututh), and the xʷməθkʷəy̓əm (Musqueam) nations at the North Vancouver campus, the shíshálh (Sechelt) nation at kálah-ay at the Sunshine Coast campus, as well as the lands of the Lílwat (Lil'wat) nation at the Ts'zil Learning Centre.

We recognize and deeply appreciate their historic connection to the University. We recognize the contributions of the Skwxwú7mesh (Squamish), the sə́ilwətaʔt̓ (Tsleil-Waututh), the xʷməθkʷəy̓əm (Musqueam), the shíshálh (Sechelt), the Lílwat (Lil'wat) and other Indigenous peoples have made, both in shaping and strengthening these communities in particular, and our province and our country as a whole.

As settlers, this recognition of the contributions and historic importance of Indigenous people must also be clearly and overtly connected to our collective commitment to make the promise and the challenge of Truth and Reconciliation real in our communities.

ARTICLE 1 - PREAMBLE [Note: Agreed to return to status quo]

1.01 PURPOSE OF AGREEMENT

The purpose of this Agreement is to set forth and establish the terms and conditions of employment so that efficient operations and harmonious relationships may be maintained between the University and the Union to the benefit of both Parties and the community they serve.

1.02 EXISTING LEGISLATION

The Parties recognize and agree that they cannot be obligated or bound by any term, condition or provision which would be contrary to any existing Federal or Provincial legislation. In the event that any term, condition, or provision, or part thereof, which is incorporated into this Agreement, whether by inadvertence, error, or misunderstanding, is in fact or in law contrary to such Federal or Provincial legislation, then such term, condition or provision or part thereof, is void and of no effect.

1.03 FUTURE LEGISLATION

In the event that future Federal or Provincial legislation makes invalid any provision of this Agreement, the remaining provisions shall remain in effect for the term of the Agreement. The University and the Union shall confer to settle upon a mutually agreeable provision to be substituted for the provision so altered or invalidated.

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Should the parties not reach agreement within 45 working days, either party can make a referral to arbitration under article 7.08.

1.04 HUMAN RIGHTS

(a) Application

The Parties agree that the provisions of Section 8 of the Human Rights Code of British Columbia, RSBC 1996, Chapter 210, apply as though included in and forming part of this Agreement, and for the purposes of this Agreement personal life style, sexual orientation, physical disability unrelated to job performance, previous and current psychiatric treatment unrelated to job performance and number of dependants shall not constitute reasonable cause for the purposes of Sub Section 1 of the said Section 8.

(b) Unfair Labour Practices

The Parties acknowledge and agree to observe the prohibitions contained in the Unfair Labour Practices section of the Labour Relations Code of British Columbia.

1.05 NO OTHER AGREEMENT

(a) Sole Bargaining Agent

The University recognizes the Union as the sole bargaining agent for all employees covered by the Union's certification.

(b) No Other Agreement

The University agrees not to enter into any agreement with any employee or group of employees which conflicts with any of the terms or conditions of this Agreement or which provides for any terms or conditions of employment which are not expressly provided for by this Agreement, except where the Agreement expressly permits such individual agreement.

1.06 CORRESPONDENCE

The Parties recognize and agree that unless specifically indicated to the contrary, all notifications and correspondence directed to the Union office shall be addressed to the Union, and those directed to the University shall be addressed to the Vice President, Human Resources.

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1.07 HEADINGS

The headings and sub-headings used in this Agreement are inserted for convenience and reference purposes only and shall not be used as an aid to interpretation.

ARTICLE 2 - UNION RECOGNITION AND NEGOTIATION [Note: Agreed, return to status quo]

2.01 BARGAINING UNIT DEFINED

The bargaining unit is as in the Certification issued by the Labour Relations Board of British Columbia on December 17, 1974, as amended on March 31, 1983, November 18, 1986, and on February 20, 2009.

2.02 MANAGEMENT RIGHTS

(a) Rights of University

The Union recognizes and agrees that except as specifically abridged, delegated, granted or modified by this Agreement, all of the rights, powers and authority the University had prior to the signing of this Agreement are retained solely and exclusively by the University, and remain without limitation within the rights of management, which rights are not subject to the grievance procedure or arbitration.

(b) Affairs and Facilities

Without limiting the generality of the foregoing, the University reserves the sole and exclusive right to operate and manage its affairs and facilities in all respects as it sees fit, including the right to hire, discipline or discharge for just and sufficient cause, and to make and alter from time to time rules and regulations to be observed by the employees, except that this right shall not supersede any other express provisions of this Agreement.

(c) Fair and Reasonable

The University agrees that, in the exercise of its rights as set out above, it must act in a fair and reasonable manner.

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2.03 NEW POSITIONS

(a) Notification of Union

When the University creates any new position during the term of this Agreement, except those positions included in another Union's certification, or instructional administrators to whom faculty report, the Union shall be notified immediately and, at the request of either party, the parties will meet to discuss whether or not the position is covered by the Union's certification. In the event of disagreement, the Labour Relations Board will be asked to decide the issue, if referred by either party.

(b) Disagreement

In any event, if the Parties cannot agree within five (5) days of the notice of the new position, the University may fill the position in which case it shall establish an interim salary group, and shall extend to any employee appointed, the same terms and conditions applicable as if the Union Certification covered the position, pending the agreement of the Parties or a decision of the Labour Relations Board.

2.04 SALARY FOR NEW POSITIONS

Where the Parties agree or the Labour Relations Board decides that a new position is included within the unit, a salary grouping for the position will be discussed. If the Parties cannot agree within five (5) days of the decision that the new position is included within the unit, on a salary grouping applicable to the position, the University may establish a salary group for it temporarily and the grievance procedure shall apply and the issue may proceed to final and binding arbitration if necessary.

ARTICLE 3 - UNION SECURITY [Note: Unopened by either party, no change]

3.01 EMPLOYEES AT DATE OF CERTIFICATION

All persons within the certification of the Union as of December 17, 1974 who were members of the Union on or before that date shall remain members of the Union as a condition of continuing employment.

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3.02 NEW EMPLOYEES

As a condition of employment, all new employees shall become Union members immediately upon their date of hire and shall remain Union members for the duration of their employment.

3.03 CHANGES IN STATUS

At the time an employee is hired or when their status is subsequently changed, the University agrees to notify the union with a copy of their Offer Letter.

ARTICLE 4 - UNION RIGHTS AND ACTIVITY [Note: Agreed with amendments; sign off provided to MoveUP on 25Oct2022 - unreturned to date]

4.01 NOTICE OF ABSENCE FROM WORKPLACE

Whenever possible, an employee exercising any right arising under Article 4 shall, advise their supervisor of any absence from their workplace,. When undertaking union duties, union stewards will not interrupt the work of other union employees without the approval of the appropriate administrator.

4.02 RECOGNITION OF UNION REPRESENTATIVES

The University shall recognize the Union Stewards, members of the Union Grievance Committee, and all persons authorized to act on behalf of the Union, in accordance with the Union Constitution.

4.03 CONTACTING AT WORK

The authorized representatives of the Union shall have the right to contact employees at work on matters respecting this Agreement and its administration. The supervisor **and/or Administrator** of the department being entered for the purpose of contacting employees shall be advised by the Union representatives of the time of their entry and exit whenever possible.

4.04 TIME OFF FOR UNION BUSINESS AND ACTIVITIES

The Union and the University will co-operate to see that suitable arrangements are made to have an employee's regular duties covered in a reasonable manner so as to avoid interfering with the operating requirements. When undertaking union duties, union stewards will not interrupt the work of other union employees without the approval of the appropriate **administrator Administrator**. Requests for leaves of

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absence without loss of seniority for the following activities shall not be unreasonably withheld:

(a) Without Pay - Conventions

without pay to a reasonable number of representatives of the Union to attend conventions of the Union and bodies to which the Union is affiliated when requested in writing by the Union naming the employees for whom the request applies;

(b) Without Pay - Union Business

without pay for a reasonable number of representatives of the Union to attend to Union business which requires them to leave their premises of employment when requested in writing by the Union naming the employees for whom the request applies;

(c) Without Pay - Bargaining Committee Meetings

without pay for a reasonable number of employees who are representatives of the Union on a Bargaining Committee to attend meetings of the Bargaining Committee when requested in writing by the Union naming the employees for whom the request applies;

(d) With Pay - Negotiations

with pay to three employees who are representatives of the Union on the Bargaining Committee to leave their employment to carry on negotiations with the University, when requested in writing by the Union naming the employees for whom the request applies;

(e) With Pay - Steward Duties

with pay to named Stewards to perform duties necessary for the administration of this Agreement;

(f) With Pay - Grievance

with pay to employees called to appear as a party or as a witness in a grievance hearing or at an arbitration;

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(g) With Pay - Union Grievance Committee

with pay for up to three members of the Union Grievance Committee when such formally meets pursuant to Article 7;

(h) Without Pay - Union Position

without pay to an employee to hold a position with the Union or its affiliates. Time spent with the Union will be considered as service with the University and the employee will continue to accrue seniority with the University during such period. At the commencement of the leave, an employee will advise the University whether or not they wish to participate in the University Benefit Plans. It is understood that participation is subject to approval of the carrier of the Plan. At the Union's request, the University will act as paymaster during the leave period and the Union will reimburse the University for the cost of such salary and benefits premiums. If the duration of the leave exceeds 8 months, the University may fill the position and the person so chosen shall be considered as having temporary full-time or temporary part-time status notwithstanding the categorization otherwise applicable under Article 9.

4.05

UNIVERSITY AND UNION SHALL ACQUAINT NEW EMPLOYEES

(a) Agreement in Effect

The University agrees to acquaint new employees with the fact that an Agreement is in effect, with the conditions of employment set out in the Articles dealing with Union Security and Check-off of Union Dues.

(b) Union Steward to Acquaint

A Union Steward shall interview each new employee within regular working hours, without loss of pay to Steward or employee, for the purposes of acquainting the new employee with the benefits and duties of Union membership and to provide the employee with a copy of the Collective Agreement. The length of the interview shall be kept to a reasonable time (e.g. one-half hour to an hour).

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4.06 RIGHT TO REFUSE TO CROSS PICKET LINES

(a) Dispute

Failure to cross a legally constituted picket line which arises out of a labour dispute under the Labour Relations Code of British Columbia shall not be considered a violation of this Agreement nor grounds for disciplinary action.

(b) Pay

Employees should not expect to receive pay for work not performed in exercising any right given by the clause.

4.07 UNION GENERAL MEETING

The University shall allow employees a two hour break without pay once every month so that they may attend the Union general meeting. The Union general meeting shall be scheduled at the same time as one of the University meeting block periods.

4.08 USE OF UNIVERSITY ROOMS

The University shall allow the Union to book University rooms through the regular booking procedures of the University, for meetings of Union Committees, the General Membership, and other such meetings.

4.09 UNION OFFICE SPACE

The University will provide a location for a Union office subject to the availability of space to first meet priority institutional requirements as determined by the University. The University will provide appropriate notice to and consultation with the Union regarding any change to the office location.

4.10 APPLICATION TO OVERTIME PREMIUM

Time expended by an employee for the purpose of Articles 4.03, 4.04, 4.05 and 4.07 shall not be used for the purpose of computing any overtime or premium entitlement contained in this Agreement.

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4.11 UNION INSIGNIA

(a) Wearing or Displaying

Union members shall have the right to wear or display the recognized insignia of the Union.

(b) Inclusion in Documents

The recognized insignia of the Union shall include the designation "MoveUP". This designation shall, at the employee's option, be placed on any document which is prepared or processed in any form or manner, in whole or in part, by any member of the Union. This designation shall be placed at the bottom of the last page of any such document.

4.12 INFORMATION TO BE ROUTINELY PROVIDED TO THE UNION

Once every month the University shall provide to the Union a list of employees within the bargaining unit setting out the employees':

- address
- telephone number
- payroll number

this provision is in addition to the University's obligations under Articles 9.09(c) and 25.04.

Once every four (4) months the University shall provide the Union with a list of employees within the bargaining unit setting out their seniority in terms of hours worked.

4.13 UNION COMMUNICATIONS AND VOTING

- (a) The University agrees that the Union shall have the right to use the University's email to communicate with the employees in the bargaining unit. Employees shall have the right to use the University's email to communicate with the Union. Both the Union and the employees shall at all times adhere to the University's policies regarding email usage. Failure to do so will cause this provision to come to an end. ~~The University's policies can be found on its website. The University shall provide the Union and each employee in the bargaining unit with a copy of said policies and any updates thereto.~~

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- (b) It is agreed that the Union shall have the right to place ballot boxes in the workplaces of the University for the purposes of conducting Union elections, referenda, polling or collective agreement votes.

ARTICLE 5 - CHECK-OFF OF UNION FEES AND DUES [Note: Unopened by either party, no change]

5.01 AUTHORIZATION

As a condition of employment, all employees on hire shall be required to sign an authorization (Appendix "A") for deduction of Union dues from their wage or salary. A copy of the completed authorization shall be sent to the Treasurer of the Union.

5.02 DEDUCTION OF DUES

(a) Schedule

The University shall begin the deduction of dues from the first regular pay to which the employee is entitled.

(b) University's Obligation

The Union recognizes and agrees that the University's obligation to deduct dues is expressly restricted to making only such deductions as are permitted by law and by the valid authorization of each employee.

5.03 COLLECTION AND FORWARDING OF DUES

The University shall forward the collected dues by cheque together with a list of employees' names and identification numbers, monthly and year-to-date amounts deducted to the Treasurer of the Union within five (5) working days after the last day of each month in which the dues are collected.

5.04 NOTIFICATION

The Union shall advise the University in writing of all dues required by the Union and of any changes which occur in connection with such dues.

5.05 INDEMNITY

The Union shall indemnify the University and hold it harmless against any and all suits, claims, demands and liabilities that shall arise out of, or by reason of any action taken or not taken by the University for the purposes of complying with any provision of this Article.

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5.06 REVOCATION

The Union agrees that, should any employee revoke their assignment, the University must forthwith cease to make deductions. Upon written instruction by the Union, the University agrees that, where an existing employee revokes their authorization, the employee's appointment shall be terminated forthwith. The University will provide the Union with a copy of any revocation of authorization received. Termination under this provision will not constitute a layoff under Article 12.

5.07 YEAR-END SUMMARY

Except by reason of circumstances beyond the control of the University, by January 31st each year the University shall supply to the Union a list of total deductions on behalf of the Union made for each employee during the previous year.

5.08 RECORD OF UNION DEDUCTIONS (T4 SLIPS)

The University shall supply each employee, without charge, with a record for income tax purposes indicating the amount of applicable deductions the University has paid to the Union on behalf of the employee in the previous calendar year. Absent exceptional circumstances, such record shall be provided to each employee prior to March 1 of the succeeding calendar year.

ARTICLE 6 - UNIVERSITY - UNION RELATIONS [Note: Agreed with amendments; sign off provided to MoveUP on 25Oct2022 - unreturned to date]

6.01 REPRESENTATIONS

No employee or group of employees shall act as Union representatives on University committees, to which the Union may be entitled to send representatives, without proper authorization of the Union.

6.02 SEARCH COMMITTEE - ADMINISTRATOR

Whenever the University strikes a search committee that has representatives provided by the Capilano University Faculty Association, representatives of the Union will also be invited to be part of that search committee.

The number of representatives from any other constituency shall not exceed the number of Union representatives on the committee.

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6.03 ACCESS TO UNIVERSITY PREMISES

(a) Negotiation and Grievance

The University agrees that access to its premises shall be given to members of the Union when dealing with or negotiating with the University, as well as for the purpose of investigating and assisting in the settlement of a grievance.

(b) Space

In order to facilitate the orderly, as well as the confidential, investigation of specific grievances, the University shall make available to Union Representatives or Stewards temporary use of an office or similar facility.

6.04 INFORMATION

The University agrees to provide the Union with all available non-confidential information relating to employees as may be required by the Union for collective bargaining purposes. The Union recognizes that certain information is confidential to the University and Government at specific periods of time, during which such information may not be released to the Union. The University shall provide the Union with such information if and when it becomes available.

6.05 UNION - UNIVERSITY RELATIONS

The Union and the University recognize the mutual value of ongoing joint discussions in matters pertaining to working conditions, employment, employee classifications, services, and labour relations.

(a) Joint Standing Committee

There shall be established a Joint Standing Committee composed of the ~~President~~ Vice President, People, Culture and Diversity of the University or designate(s) and the President of the Union or designate(s) and one additional member appointed by ~~both sides~~ each Party. Decisions of the Joint Standing Committee must be unanimous.

(b) Meetings

The Committee shall meet at the call of either party at a mutually agreeable time and place. Unless otherwise agreed, the quorum for Joint Standing Committee meeting shall be two (2) University representatives and two (2)

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Union representatives. The University and Union will make every effort to ensure two (2) people will be available for any meeting.

(c) **Agenda Items**

The Committee shall submit recommendations to the Parties for ratification on matters specifically referred to it by mutual agreement of the University and the Union, including reviewing matters, other than grievances, relating to the maintenance of good relations between the Parties.

6.06 **EMPLOYEE ATTENDANCE AT MEETINGS**

The Parties recognize that employees attend meetings pursuant to their job assignment or pursuant to their authorized representation on behalf of the Union.

(a) **Required to Attend**

When an employee is required by the University to attend a meeting in either of the above capacities, regardless of when the meeting occurs, they shall receive pay for attending the meeting.

(b) **Invited to Attend**

When an employee is invited by the University, but not required, to attend a meeting pursuant to their authorized representation on behalf of the Union, they shall receive pay for the meeting if it occurs at a time when they would otherwise have worked. If the meeting occurs at a time when the employee would not otherwise have worked, they shall not receive pay for attending the meeting.

ARTICLE 7 - GRIEVANCE [Note: Agreed with amendments; sign off provided to MoveUP on 25Oct2022 - unreturned to date]

7.01 **DEFINITION OF A GRIEVANCE**

A grievance shall be defined as any dispute or controversy between the University and the Union or between the University and one or more of its employees covered by this Agreement in respect of any matter involving the interpretation, application or administration of any provision of this Agreement; any matter involving the alleged violation of the Agreement; any matter arising out of the employment relationship affecting or involving employees covered by this Agreement; or any question as to whether any matter is grievable or arbitrable.

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7.06 GRIEVANCE STAGE - STEP 2

(a) Complaint Submitted to ~~Management~~ Administrator

~~Should a complaint be unresolved at Step 1, the complaint~~ A grievance may be submitted by the Union Steward or Union Representative in writing to the appropriate ~~management representative~~ Administrator, no later than thirty (30) calendar days after the employee was notified verbally or in writing, or they first became aware of the action or circumstance giving rise to the grievance, with a copy to the Human Resources Department. Such submission may be undertaken without first proceeding through Step 1.

(b) Management and Union Steward Meet

The Manager and the Union Steward or Representative shall meet within seven (7) working days and attempt a resolution of the grievance. The grievor may attend this meeting.

(c) Dispute Not Resolved

If the Manager and the Union Steward or Representative are unable to resolve the dispute at Step 2, the Union or the University may refer the matter to Step 3 within fourteen (14) calendar days of the expiry of the time limit under 7.06(b).

7.07 STEP 3

Within ten (10) working days of referral to Step 3, the Parties will meet to discuss the grievance. If discussion at this meeting leads to a unanimous resolution of the grievance such resolution shall become the decision at Step 3. Should no resolution be reached at the meeting, the University will render its decision on the grievance within fifteen (15) working days of the meeting at Step 3.

7.08 NON-RESOLVED GRIEVANCES

(a) Referral to Arbitration

Grievances that have not been resolved through the grievance procedure may be referred by either party to Arbitration, with written notice to the Parties involved. The referral to Arbitration must be made within thirty (30) calendar days of the expiry of the time limit provided in Step 3.

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(b) Time Limit

The same time limit provided in 7.08(a) shall apply to recourse to any procedures pursuant to the Labour Relations Code of British Columbia.

7.09 TECHNICAL OBJECTIONS TO GRIEVANCES

No grievance shall be defeated merely because of a technical error in processing the grievance. Reasonable amendments mutually agreed upon in writing may be allowed at any step, the intention being that matters in dispute be dealt with in a fair and equitable way.

7.10 RECORD OF GRIEVANCE

Copies of all formal written grievances and all formal replies shall be sent to the Union office and the Human Resources Department without delay. Resolutions shall be acted upon by all Parties.

7.11 TIME LIMITS

(a) Extension

The time limits prescribed for the performance of any step in the Grievance Procedure may be extended by mutual agreement of the Parties involved at each step.

(b) Substance

The time limits specified in the Grievance Procedure shall not be deemed as technical errors but points of substance.

7.12 GRIEVANCE OF GENERAL APPLICATION OR INTERPRETATION

Where a dispute involving a question of general application or interpretation of the Agreement occurs; or where a group of employees has a common grievance; or where the Union as a whole or the University has a grievance, Step 1 and Step 2 shall be by-passed and the dispute shall be referred directly to Step 3 of the Grievance Procedure.

Such reference must be made no later than thirty (30) calendar days after the group of employees, the Union, or the University became aware of the action or circumstance giving rise to the grievance.

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7.13 GRIEVANCE INVOLVING DISCIPLINE

In the case of a dispute arising from an employee's reprimand, suspension or discharge, Step 1 and Step 2 shall be by-passed and the dispute shall be taken directly to Step 3 of the Grievance Procedure.

7.14 EMPLOYEE TIME OFF TO ATTEND TO GRIEVANCE

Except in the case of discharge or suspension, an employee shall be permitted the necessary time off with pay to attend to the adjustment of a grievance and shall have the right to be present at all stages of the procedure if so requested by either party. An employee whose period of suspension is over and who has returned to work shall have the full entitlement of this clause for time off from work with pay.

7.15 MAINTENANCE OF EMPLOYEE RIGHTS AND BENEFITS

(a) Settlements

Settlements reached at any step of the Grievance Procedure shall be applied in accordance with the settlement or to the date set by the Arbitrator.

(b) Maintenance of Position

Except in the case of a dismissal or suspension grievance, an employee shall maintain their position with no loss of pay, rank, seniority, benefits or privileges during the Grievance Procedure or Arbitration.

7.16 DISCLOSURE OF INFORMATION

The parties agree to facilitate the processing of grievances by exchanging the relevant information and materials in a timely manner.

7.17 EFFECT OF SETTLEMENTS

Where the Employer and the Union agree to the settlement of a grievance, such settlement shall be in writing and shall be final and binding on both Parties and each Employee in the bargaining unit affected by the settlement.

7.18 DEVIATION FROM GRIEVANCE PROCEDURE

(a) The University will not enter into discussion, communication or negotiation of any kind with respect to a grievance with the grievor(s) once a grievance has been initiated by the Union without the prior, express written consent of the Union.

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- (b) In the event that, after having initiated a grievance through the grievance procedure, an employee endeavours to pursue the same matter by any other legal means, the Union agrees that, pursuant to this Article, the grievance shall be considered to have been abandoned on a “without prejudice” basis to any new grievance that should arise in the future.
- (c) The grieving party may at its discretion by written notice withdraw any grievance at any time without prejudice to its position in future with respect to any new grievance that should arise in the future.

ARTICLE 8 - ARBITRATION [Note: Agreed with amendments; sign off provided to MoveUP on 30Oct2022 - unreturned to date]

8.01 ARBITRATORS

All grievances submitted to arbitration shall be adjudicated by a single arbitrator selected ~~as mutually agreed by the Parties on a rotational basis, depending on availability, from the following list:~~

- ~~1. John McConchie~~
- ~~2. John Hall~~
- ~~3. Joan Gordon~~
- ~~4. Colin Taylor~~
- ~~5. Julie Nichols~~
- ~~6. David McPhillips~~

8.02 ARBITRATION

The Arbitrator may determine their own procedure in accordance with the Labour Relations Code of British Columbia and shall give full opportunity to all Parties to present evidence and make representations. They shall hear and determine the dispute or allegation and shall make every effort to render a decision within reasonable time.

8.03 DECISION OF ARBITRATOR

The decision of the Arbitrator shall be final and binding on both Parties. The Arbitrator shall not make any award contrary to the conditions or articles of this Agreement, or in amendment to this Agreement.

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8.04 EXPENSES OF ARBITRATION

Both Parties to the Arbitration shall pay for all their own expenses and one-half of the fees and expenses of the Arbitrator.

8.05 DIFFERENCES

Where a difference arises between the Parties relating to the dismissal, discipline, or suspension of an employee, or to the interpretation, application, operation or alleged violation as to whether a matter is arbitral, during the term of this Agreement an Arbitrator shall, at the request of either party:

(a) Investigation

investigate the differences;

(b) Definition

define the issue in the difference, and

(c) Recommendation

make written recommendations to resolve the difference within five (5) days of the date of the receipt of the request; and for those five (5) days from that date, time does not run in respect of the grievance procedure.

8.06 EXPEDITED ARBITRATION

For the purpose of accelerating the resolution of applicable grievances, the Parties may mutually agree to refer to Expedited Arbitration any matter properly processed, as a grievance, in accordance with the provisions of the grievance procedure contained in this Agreement.

(a) Arbitrator

An Arbitrator shall be selected ~~from amongst those Arbitrators named in this Agreement to hear the matter in dispute~~ in accordance with the provisions of this Article and must be able to hear the matter within sixty (60) calendar days. ~~If the Arbitrator is unable to meet within the prescribed time the parties will select the next available Arbitrator.~~

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(b) Presentation of Facts

The facts of the matter in dispute shall be presented during Expedited Arbitration by a designated representative of the Union and a designated representative of the Employer, who shall not be lawyers or individuals whose primary employment purpose is the processing of arbitrations.

(c) Decision

The decision of the Arbitrator shall be of no precedential value and shall not be referred to by either Party in any other proceeding.

(d) Multiple Grievances

The Parties may, by mutual agreement, refer a group of grievances, related or unrelated, to be heard pursuant to this Clause 8.06 by a single arbitrator.

(e) Expedited Arbitration

All other provisions of this Article with respect to Arbitration and the Arbitration process shall apply to Expedited Arbitration.

8.07

PRE-HEARING CONFERENCE

- (a) A party may request the holding of a pre-hearing conference at a time and place to be fixed by the arbitrator, which conference may be held by telephone, if convenient.
- (b) The arbitrator may on their own initiative direct that a pre-hearing conference be held.
- (c) A pre-hearing conference shall consider the simplification of the issues, the possibility of obtaining admissions which might facilitate the hearing and any other matters that may aid in the speedy and efficient disposition of the matters in dispute between the parties.
- (d) Following a pre-hearing conference, the arbitrator may make an order reciting the results of the conference and giving such directions as they think just. The order shall control the subsequent course of the proceedings unless modified at the arbitration hearings to prevent injustice.
- (e) The arbitrator who presides at the pre-hearing conference is seized of the matter in dispute.

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- (f) The provisions of the Clause 8.07 shall also apply with respect to any Expedited Arbitration under this Agreement.

ARTICLE 9 - CATEGORIES OF EMPLOYEES [Note: Agreed with amendments; sign off provided to MoveUP on 25Oct2022 - unreturned to date]

9.01 EMPLOYEE DEFINED

Employee shall mean all clerical, technical and service employees who are covered by the Certification granted to the Union by the British Columbia Labour Relations Board on December 17, 1974 as amended on March 31, 1983, November 18, 1986, and February 20, 2009 except those excluded pursuant to Appendix N who shall be considered exempt for the purposes of this Agreement.

It is recognized that other positions which are in dispute may be referred by either party to the Labour Relations Board of British Columbia for a decision pursuant to the Labour Relations Code.

9.02 REGULAR FULL TIME (RFT)

Regular Full Time (RFT) shall mean any employee who works for thirty-five (35) hours per week for eight (8) months of the year or more, for an indefinite or recurring term, or an employee who fills a position regularized under Article 9.07.

9.03 REGULAR PART TIME (RPT)

Regular Part Time (RPT) shall mean any employee who works for less than thirty-five (35) hours per week for eight (8) months of the year or more, for an indefinite or recurring term, or an employee who fills a position regularized under Article 9.07.

9.04 TEMPORARY FULL TIME (TFT)

Temporary Full Time (TFT) shall mean any employee who works for thirty-five (35) hours per week for a definite term of up to twelve (12) months.

9.05 TEMPORARY PART TIME (TPT)

Temporary Part Time (TPT) shall mean any employee who works for less than thirty-five (35) hours per week for a definite term of up to twelve (12) months.

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9.06 EXCEPTIONS

The Parties agree that circumstances may be such that the operational requirements of the University are best served by an appointment with a definite term in excess of twelve (12) months.

Extensions or renewals of appointments beyond the twelve (12) month term will be by mutual written agreement of the Parties.

9.07 REGULARIZATION

In preparation for the review set out below, the University will provide the Union with a copy of all temporary staffing activities summarized by ~~class specification / Work Area classification and work area~~ *class specification / Work Area classification and work area*. This information will be provided to the Union by January 15 of each year covering the previous calendar year. The list will contain the following information: position, position number, incumbent, employee category, start date and end date. The University will provide a complete listing annually by January 15th of each year.

(a) Review

The University and the Union shall meet to jointly review all temporary staffing activities of the previous calendar year by February 15th each year. Where agreement can be reached between the parties on whether or not a position should be regularized, a joint recommendation shall be made to the University President by February 28th each year.

(b) Failure to Reach Agreement

If the Parties cannot reach agreement on whether or not a position should be regularized, the University President shall meet with the Union Representatives to hear the reasons for the Union's recommendation.

(c) Recommendations

Recommendations that are concurred with by the University President shall be implemented and will be effective not later than the first working day of September in the current year.

9.08 FILLING REGULARIZED POSITIONS

When a Regular Full Time or Regular Part Time position is created as a result of the exercise of Article 9.07 by the University, it shall be filled pursuant to the provisions set out in Article 25.

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9.09 EMPLOYEE APPOINTMENTS

(a) Acknowledgement

At the time of employment and appointment, the employee and the University shall acknowledge, through the completion by the University and acceptance by the employee of an Offer Letter, the following:

- relevant date of commencement
- duration of appointment
- approved work day and work week
- pay group
- position (where applicable)
- employee category.
- position number

(b) Weekend Work

At the time of hiring, the University shall indicate if weekend work may become a requirement of the hire.

(c) Offer Letter Copy

A copy of the completed Offer Letter shall be provided to the Union within seven (7) calendar days of employment, appointment or any change to the conditions listed at Article 9.09(a).

9.10 WORK PRACTICUMS

The Union recognizes and agrees that from time to time during the term of this Agreement there will be work performed by students as a part of their work experience practicums.

(a) Definition

When such students undertake practicum work experiences which may occur at the University, and when the duties undertaken while on such practicums might otherwise have been performed, had they been undertaken, by employees of the University covered by the Union certification; the parties agree that

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Such students:

- (i) are not employees of the University;
- (ii) are not within the Union certification;
- (iii) will not be paid.

(b) Employee Responsibilities

Such employees:

- (i) may assist such students to assimilate to the work location through orientation, supervision and training, as necessary;
- (ii) who undertake such orientation, supervision and training during student practicums shall not be eligible for reclassification based on these functions alone.

(c) Limitations

Student practicums shall be limited to one student per semester per work area and up to ten students in the Children's Centre per semester for a period of normally not longer than 250 hours in total, per student, per semester. Additional students may be requested with the consent of the Union.

(d) Notification to Union

The University shall notify the Union in advance of the number of students being placed for practicum work experience within the University.

9.11 WORK EXPERIENCE PLACEMENTS/CAREER AND PERSONAL PLANNING PROGRAMS

Given the initiatives of the Provincial Government regarding Work Experience Programs for students in Grades 11 and 12, the University and the Union agree to the following in respect to the offering of "Work Experience Placements" and "Job Shadowing Opportunities" at the University associated with this particular program.

- (a) Students shall be enrolled in a secondary school level program.
- (b) Participating students shall not replace, displace, delay the filling of a vacant budgeted/approved position in the bargaining unit, or replace leaves of absence.

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- (c) Duration of participation of any one student in the Career Preparation option shall not exceed 100 hours in any 12 month period.
- (d) Duration of participation of any one student in the Career and Personal Planning option shall not exceed 30 hours in any 12 month period.
- (e) Students shall not receive any form of remuneration for tasks performed, nor be entitled to become members of the Union.
- (f) The employee assigned to oversee, or provide a “shadowing” opportunity to a student shall be provided with adequate time to do so.
- (g) The University will complete a Work Experience Placement Partnership Agreement form for each student with each school district participating in the program, which will also be signed by the local Union Representative (Job Steward or Executive Councillor) and a copy forwarded to the Union office.
- (h) This Agreement may be cancelled by either the Union or the University providing 30 days notice, and is without prejudice to either’s position regarding the offering of such placements.

9.12

STUDENT EMPLOYMENT PROGRAMS

- (1) The parties acknowledge the value to Capilano students of being able to participate in Student Employment Programs on campus and the positive impact such programming has on overall student recruitment and retention.
- (2) The parties recognize that Student Employment Programs provide practical learning opportunities for students’ within their academic programs and are of value in assisting students in obtaining work experience and financial support as part of the educational experience.
- (3) The parties recognize and agree that students will not displace MoveUP members. The University further recognizes that in areas where services are provided by MoveUP members, students can be employed to only complement the services provided and not for the purpose of eroding the scope of the bargaining unit or replacing any employee(s) in the bargaining unit, including but not limited to, any such employee who is on layoff status under the Collective Agreement.
- (4) Prior to the posting of any new student position the University shall notify the Union in writing of the nature of work to be performed, work location(s),

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duration of employment and hours of work per week.

- (5) The Union shall have the right to refer any violation of Article 9.12 directly to expedited arbitration pursuant to the applicable provisions of the Collective Agreement.

ARTICLE 10 - DISCIPLINE [Note: Agreed with amendments; sign off provided to MoveUP on 25Oct2022 - unreturned to date]

10.01 PROCEDURE

No employee shall be disciplined except for just cause.

10.02 24 HOURS ADVANCE NOTICE

The University agrees to notify an employee twenty-four (24) hours in advance of any interview of a disciplinary nature and shall indicate:

(a) Accompanied by Steward

their right to be accompanied by a Union Steward or Union Representative;

(b) Purpose of Meeting

the purpose of the meeting, including whether it involves the employee's personnel file;

(c) Access to Personnel Employee File

that if the employee personnel file is to be considered during the interview and the employee grants their permission, the employee and their Union Steward or Union Representative shall, before the meeting, have access to this file;

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(d) Right to Refuse Participation

the employee has the right to refuse to participate or to continue to participate in such interview unless they have received the notice hereinabove provided for.

10.03 SUSPENSIONS SHALL BE IN WRITING

All suspensions shall be in writing from ~~the Administrator Administrative Heads~~ (as defined in Appendix N) with all reasons for the action contained therein. The Union shall be notified at the time the notice is given.

10.04 DISCHARGES

All discharges shall be on the written authority of the President, with all reasons for the action contained therein.

10.05 BURDEN OF PROOF

In cases of discipline, the burden of proof of just cause shall rest with the University. The charge submitted by the University shall be limited to information in the written notice given.

10.06 MATERIALS ON FILE

(a) Evidence in a Hearing

The University shall not introduce as evidence in a hearing any document from an employee's file the existence of which they were not aware.

(b) Disciplinary Documentation

An employee shall be given a copy of any disciplinary documentation placed on their file and may have their comments relating to the documentation placed on their file. Should they wish to dispute any such entry they shall be entitled to recourse through the grievance procedure. When disputes are resolved in favour of the employee, at the request of the employee, the University shall remove all references to the disciplinary action. No inference regarding discipline shall be made from an action or inaction by either the employee or the University.

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(c) Documentation to be Destroyed

Upon the employee's request, any documentation placed on file pursuant to 10.06(b) shall be removed from the file and destroyed in the presence of the employee after expiration of eighteen (18) months from the date it was issued, provided there has been no further disciplinary documentation relating to the same issue (SEE ALSO 29.08).

10.07 NO ORAL WARNING OR REPRIMAND AS DISCIPLINE

An oral warning or reprimand shall not be deemed to be a disciplinary measure and shall not be reported in any employee's personnel file as described in Clause 10.06(b) or otherwise referred to by the University in any arbitration or other legal proceeding except for the purpose of showing the matter was brought to the employee's attention prior to formal discipline.

ARTICLE 11 - SENIORITY [Note: Agreed return to SQ]

11.01 DEFINITION AND PURPOSE

Seniority, which is the length of an employee's service within the bargaining unit as a whole, shall be used to distinguish between employees who would otherwise be considered equal.

11.02 ENTITLEMENT

All employees shall accrue seniority from their date of hire.

The basis of accrual shall be 152 hours for each month of active employment; pro-rated for part time employees.

11.03 ACCRUAL

(a) Seniority Accrual

Seniority shall continue to accrue for the duration of the following circumstances and as set out in other provisions of this agreement:

- (i) all leaves with pay;
- (ii) L.T.D., W.C.B., or Parental Leave (Maternity, Parental or Adoption Leave);

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- (iii) exercising a right to refuse to cross a picket line as per Article 4.06(a);
- (iv) conscription;
- (v) University excludes position and employee successfully competes back into unit within one (1) year of exclusion;
- (vi) University excludes position and Union succeeds in getting jurisdiction back;
- (vii) government excludes position and Union succeeds in getting jurisdiction back;
- (viii) leave without pay to act as full time Officer or representative with the Union.
- (ix) while on the Layoff List (TYPE 1 LAYOFF);
- (x) on suspension without pay;
- (xi) while not working due to strike or lockout.

(b) Special Circumstances

Seniority shall continue to accrue for the first ninety (90) calendar days only for the following circumstance:

all leaves without pay (including temporary leave to accept an excluded position), except as expressly provided otherwise by Clause 11.03(a) above.

11.04 MAINTENANCE

(a) Maintained for Duration

Seniority shall be maintained for the duration of the following circumstance:

- (i) bridge periods (TYPE 2 LAYOFF);
- (ii) excess of ninety (90) days per Article 11.03 (b);

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(b) Maintained Twelve Months

Seniority shall be maintained for a maximum period of twelve (12) calendar months for the following circumstance:

- (i) following the expiry of an appointment having a definite duration (TYPE 3 LAYOFF);

(c) Maintained Five Working Days

Seniority shall be maintained for a maximum period of five (5) working days for the following circumstance:

- (i) after resignation;

(d) Accrual Conditions

If in a maintenance period employment results in the accrual of more than thirty-five (35) hours of seniority, a new maintenance period shall commence at the termination of that employment. If, however, such employment accrues thirty-five (35) or fewer hours of seniority, the seniority total at the end of the original maintenance period reverts to an accumulation of only those hours worked within that period.

11.05 LOSS

An employee or former employee shall lose seniority and be removed from the seniority list in the following circumstances:

(a) Discharged

if discharged for just cause;

(b) Maximum Amount Allowed

seniority has been maintained to the maximum amount allowable under Article 11.04;

(c) Loss of Employment Status

on loss or termination of employment status (subject to express exceptions set out in this agreement);

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(d) Severance Pay

on acceptance of severance pay.

11.06 ON APPOINTMENT TO NEW POSITION

An employee who is appointed to a new position shall carry their previous accumulation of seniority to such position.

11.07 SENIORITY LIST

The University shall maintain a seniority list.

The seniority list shall be revised every four (4) months. The list shall show the date upon which each employee's service commenced and the total seniority each employee has accrued. The Union shall be supplied with an electronic copy.

11.08 DETERMINING SENIORITY FOR EMPLOYEES HIRED ON THE SAME DAY

When two (2) or more employees commence work with the University on the same day their relative seniority shall be determined by a method of random selection mutually agreed between the University and the Union.

ARTICLE 12 - LAYOFF

12.00 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.

12.01 DEFINITION

A layoff is a cessation of employment which may occur in the following ways:

(a) Type 1 (Involuntary Cessation of Work)

An involuntary cessation occurring during the term of an employee's appointment which may be of a temporary nature to a maximum of one hundred and twenty-three (123) calendar days, or may be of a permanent nature.

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(b) Type 2 (Bridge Period)

Predetermined time span of non-work occurring between active segments of an employee's appointment. Bridge periods may occur in a continuous regular appointment, or in a temporary duration appointment.

(c) Type 3 (Normal Expiry of Temporary Appointment)

A predetermined cessation occurring at the end of a temporary hire having an expiry date designated at the commencement of an employee's appointment.

Other cessation of employment including suspension, dismissal, resignation and leaves of absence are not included in the layoff definition.

12.02 TYPE 1 LAYOFF (Involuntary Cessation of Work)

An involuntary cessation occurring during the term of an employee's appointment which may be of a temporary nature to a maximum of one hundred and twenty-three (123) calendar days, or may be of a permanent nature.

12.03 NOTICE

(a) Temporary Layoff (Type 1)

- (i) Subject to operational requirements and after consultation with the Union, the University shall determine in which positions layoff shall occur after, when possible, reducing its temporary workforce through the expiry of their appointments.
- (ii) Subject to 12.03(a)(i), layoff shall be in the reverse order of seniority, first for **Temporary employees** ~~Temporaries~~, and then for Regular status employees.
- (iii) The University shall attempt to minimize the option of bumping by selecting for layoff positions those incumbents who have either the least seniority or have shorter appointments, or have both.
- (iv) If a temporary layoff occurs the University shall inform the Union and the employees to be laid off, in writing, not less than thirty (30) calendar days before the layoff is to commence. The notice shall state the date the layoff shall commence.

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- (v) An employee shall be considered laid off at the date established under 12.03(a)(iv) above.

(b) Permanent Layoff (Type 1)

- (i) The University shall provide the Union and affected employee(s) with not less than ninety (90) calendar days notice, in writing, of its intention to introduce a permanent layoff.
- (ii) At the time notice is provided, the University shall provide the Union with the reasons for the introduction of the permanent layoff and with as much information related to it as possible.

12.04 ELECTIONS

(a) Upon Receipt of Notice of Layoff

An employee who has received notice of their layoff must, prior to the expiry of the notice period, elect one of the following options. **Employees shall endeavour to make such election within 20 calendar days of the expiry where feasible.**

- (i) if the layoff is of a temporary duration:
 - (1) bumping, or
 - (2) layoff list;
- (ii) if the layoff is of a permanent duration:
 - (1) bumping,
 - (2) a job vacancy or retraining for a job vacancy, or
 - (3) severance pay.

(b) Human Resources Department to Provide Pertinent Information

It is the responsibility of the Human Resources Department to provide to the employee all information pertinent for making the election.

The election made under this Article must be forwarded, in writing, to the Human Resources Department and to the Union. Any employee not exercising this election within the given time limit shall be deemed to have

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elected the Layoff List if the layoff is of a temporary nature, or Severance Pay if the layoff is of a permanent nature.

12.05 NOTE: TIME LINES

Employees are cautioned to carefully monitor time lines set out in 12.03(a)(iv) and 12.03(b)(i). For example, if the bumping option is chosen, a decision should be made early after notice is received to avoid the possibility of being on leave without pay awaiting the opportunity to access position bumped. It must be remembered that bumped employees are also entitled to notice periods (see 12.06(d), 12.07(e) and 12.07(f)).

12.06 TEMPORARY LAYOFF OPTIONS -

(a) Bumping

It is understood and agreed that the application of this procedure shall not affect the University's right to maintain an efficient staff. [Note: Employer withdraws proposal here]

(b) Layoff Exceeding 15 Days

If it is anticipated the layoff will exceed fifteen (15) calendar days, or if an employee has been laid off for fifteen (15) calendar days, they may bump as follows:

- (i) A Temporary employee laid off prior to the expiry of their appointment shall have the right to bump into a position held by a less senior Temporary employee.
- (ii) An employee on a probationary period as defined in Article 25.08 shall have no bumping rights.
- (iii) A Regular employee shall have bumping rights into any position held by a less senior Regular employee or any position held by a Temporary employee.

(c) Employee May Exercise a Bump

An employee may exercise a bump provided they meet:

the criteria set out in 12.06(b), and

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the normal staffing criteria set out in Article 25.07. Where an employee is denied an appointment under this process, the University shall advise them and the Union in writing of the reasons for such denial.

(d) 15 Calendar Days Notice of Displacement

A bump may only take place after the employee to be bumped has received fifteen (15) calendar days notice of their displacement.

(e) Employee With 9100 Hours of Seniority

An employee with 9100 or more hours of seniority who fills a job through bumping shall be paid at the greater of their old pay group or the pay group of the position they have bumped into.

(f) Employee With Less Than 9100 Hours of Seniority

An employee with less than 9100 hours of seniority who fills a job through bumping shall be paid at the pay group of the position they have bumped into.

(g) Continuation at Pay Step

In both 12.06(e) and 12.06(f) above, the employee shall continue to be placed at the pay step they held prior to the bump, and shall be subject to the benefits and other conditions of employment attendant to the position they bumped into.

(h) Employee Who Bumps Shall be on Probation

An employee who bumps shall be on a probationary period of one month. At the discretion of the University, the probationary period may be extended in one (1) month periods for no longer than a total probationary period of three (3) months. If during the probationary period the employee finds the job unsatisfactory or is unable to meet the basic job requirements to the satisfaction of the University, they shall be placed on the Layoff List of the classification/work area from which they were laid off.

(i) Bumped Employee May Also Exercise Right to Bump

An employee who has been bumped by another may in turn exercise their right to bump subject to application of the same conditions set out in this Article.

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(j) Regular Employee Bumps Into Temporary Position

A Regular employee who has bumped into a Temporary position shall have a recurring bumping right with the expiry of the Temporary position. A Temporary who has bumped into a Temporary position shall have their status expire with the expiration of the position should they hold it at that time. A residual right to go on their Layoff List shall exist to the employee at the expiry of the Temporary position they bumped into.

(k) Recall

- (i) A Layoff List shall be established for each classification/work area from which an employee is laid off.
- (ii) An employee shall remain on a Layoff List until recalled or until their layoff becomes permanent, whichever is sooner.

(l) Process

- (i) When a position is reactivated, the most senior employee on the Layoff List for that position shall be offered active status. If they refuse the recall, the next most senior employee will be offered the active status, and so on, until the Layoff List is exhausted. For the purposes of recall only, employees who have bumped are deemed to be simultaneously on the Layoff List.
- (ii) As applicable, it shall be the joint decision of the Administrators responsible for the areas of the position being recalled and the position the recalled employee holds to determine the time lines of the recall.
- (iii) An employee must respond to a recall notice within five (5) calendar days of being contacted by the University. In circumstances where the University fails to contact the employee by telephone or email, contact shall be deemed to have been made on delivery or attempted delivery by registered mail or courier to the address last given to the University by an employee. Subject only to extenuating circumstances, failure to respond to a recall shall result in the negation of all rights to the position. However, an employee shall continue to hold seniority rights for one (1) year from their last active day of employment.

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- (iv) If a recalled position is not successfully staffed through the recall procedure, it shall be staffed through the Article 25 appointment procedure.

12.07 PERMANENT LAYOFF OPTIONS - Bumping

(a) ~~Employee to Provide Information Must Advise University of Precise Position~~

An employee who has elected to bump must ~~advise the University~~ at the time of the election ~~of the precise position they wish to bump into~~ provide the University with an updated resume. The employee may identify one or more positions for which they believe they have the required knowledge, skills and abilities and for which they would be prepared to exercise their bumping option.

(b) University Has Right to Maintain Efficient Staff

It is understood and agreed that the application of this procedure shall not affect the University's right to maintain an efficient staff and that an employee must meet the requirements for the position into which they wish to bump. [Note: Employer withdraws proposal here]

(c) Upon Notice of Permanent Layoff

An employee who has received notice of a permanent layoff selecting this option may bump as follows:

- (i) A Temporary employee permanently laid off prior to the expiry of their appointment shall have the right to bump into a position held by a less senior Temporary employee.
- (ii) An employee on a probationary period as defined in Article 25.08 shall have no bumping rights.
- (iii) A Regular employee shall have bumping rights into any position held by a less senior Regular employee, or any position held by a Temporary employee.

(d) Employee May Exercise a Bump

An employee may exercise a bump provided they meet:

- (i) the criteria set out in 12.07(c), and

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(ii) the normal staffing criteria set out in Article 25.07. Where an employee is denied an appointment under this process, the University shall advise them and the Union in writing of the reasons for such denial.

(e) 45 Calendar Days' Notice of Displacement

A bump may only take place after the employee to be bumped has received forty-five (45) calendar days' notice of their displacement.

(f) Effective Date of Bump Prior to Assuming Position

If the effective date of the bump is prior to the date when the employee who has successfully bumped may assume their new position, the intervening time shall be considered as leave without pay.

(g) Employee Who Fills Job Through Bumping

An employee who fills a job through bumping shall be subject to the benefits and other conditions of employment attendant to the new position.

However, they shall be paid based on the higher of their previous pay group or the pay group of the new position (in each case at their previous step) for the first ninety (90) calendar days in the new position. After this period, they shall be paid based on the pay group of the new position at the same step they held in their former position.

(h) Employee Who Bumps Shall be on Probation

An employee who bumps shall be on a probation period of one (1) month which may, at the discretion of the University, be extended in one (1) month periods for no longer than two (2) additional months.

(i) Regular Employee Failing Probation in Bumped Position

A Regular employee who bumps into a position held by a less senior Regular employee, and is subsequently rejected on probation, may choose a second bump. Any time lapse between their rejection on probation and when they may assume their new position shall be considered as leave without pay. If they are found unable to meet the needs of this second position during its their probationary period, they shall have no further priority rights under this provision. However, such an employee shall retain their seniority for a nine (9) month period from the expiry of their original notice period.

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(j) Employee Who Bumps Into Temporary Position

An employee who bumps into a position held by a Temporary employee and is subsequently rejected on probation shall have no further priority rights under this provision. However, such an employee shall retain their seniority for a nine (9) month period from the expiry of their original notice period.

(k) Successful Bump Into Position Held by Temporary Employee

An employee who successfully bumps into a position held by a Temporary employee shall on the expiry of the temporary appointment hold previous incumbency status for that classification/work area. (i.e. their seniority is valid for one year from their last day of employment).

(l) Employee May Reconsider Bumping Choice During Probation

An employee may reconsider their bumping choice during the probation period and either receive severance pay as provided in Article 12.09 or retain seniority for nine (9) months from the expiry of the original notice period and receive severance pay at the expiry of this period if other employment is not found. The University may deduct all salary paid to the employee during the probation period from the amount of severance pay.

(m) Displaced Employee Options

An employee who has been displaced by the bumping process (either directly by an employee who received Notice of Permanent Type 1 Layoff or indirectly by another displaced employee) may at any time after receiving notice of their own displacement elect one of the options set out in 12.04(a)(ii) within forty-five (45) calendar days of that notice and follow the same procedure and criteria set out in 12.07, 12.08, 12.09.

12.08 PERMANENT LAYOFF OPTIONS - Job Vacancy/Retraining

(a) Job Vacancy

A Temporary employee may elect a temporary job vacancy, and a Regular employee may elect any job vacancy which the University is staffing.

(b) Upon Election of Job Vacancy

An employee who has elected a job vacancy must advise the University at the time of election of the precise job vacancy for which they wish to apply. It is understood that the employee may make such election at any time

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during the notice period, “or within the nine (9) month period following the expiry of the notice period,” and that the employee may or may not require training for such job vacancy.

(c) Possession of Knowledge, Skills and Abilities

When an employee has elected a job vacancy, they shall have first right to it provided they already possess the required skills and abilities, or provided that they will possess the required skills and abilities for the job vacancy upon completion of retraining.

[Note Feb 2: Employer withdraws adding “knowledge” without prejudice to the position that employees must possess the required “knowledge” as implicitly encompassed by “skills and abilities” and by virtue of past practice.]

(d) No Need for Retraining

When an employee elects a vacancy for which they do not need retraining, they shall be appointed to the position upon the expiry of the notice period (Article 12.03(b)(i)), or sooner if possible, or as applicable during the nine (9) month period following the expiry of the notice period, and shall be paid based on the higher of their previous pay group or the pay group of the new position for the first three (3) months in the position. After three (3) months in the position, they shall be paid based on the pay group of the position (in all cases at their previous step).

(e) Need for Retraining

Retraining, if necessary, must commence after the expiry of the notice period and be accomplished within four (4) months.

(f) Commencement of Retraining

By mutual agreement, the retraining may begin prior to this date. If retraining is not immediately available upon expiry of the notice period, or if an employee requests that retraining be delayed, any elapsed time between the end of the notice period and the start of retraining shall be leave of absence without pay. However, in circumstances where retraining is not immediately available, the University may consider it reasonable to extend the notice period until such training is available.

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(g) Method of Retraining

Determination of the method of retraining and its cost shall be the responsibility of the University. An employee shall receive their former salary during retraining. Wherever possible, an employee shall be advised in writing of these costs prior to the start of their retraining.

(h) Reconsideration Upon Completion of Retraining

If during or immediately upon completion of retraining the employee wishes to reconsider their earlier election, or if they do not successfully complete retraining, they shall at that time have the option of receiving severance pay as provided in Article 12.09. The University may deduct all costs of retraining, including the employee's salary while retraining, from the amount of severance pay.

(i) Successful Completion of Retraining

Upon successful completion of retraining, the employee shall be appointed to the position and shall be subject to all terms and conditions of employment applicable to the position. They shall be paid at the pay group applicable to the position, at the same step as they held in their former position, as of the date of appointment unless their period of retraining was of less than four (4) months duration, in which case they shall be paid the higher of their previous pay group or the pay group of the new position until expiry of four (4) months of combined retraining and being in the position.

(j) Retrained Employee on Probation

An employee appointed to a vacancy either directly or after retraining shall be on a probationary period of one (1) month. At the discretion of the University, the probationary period may be extended in one (1) month periods for no longer than a total probationary period of three (3) months. If during the probationary period the employee finds the job unsatisfactory or is unable to meet the basic job requirements to the satisfaction of the University, they shall be terminated and shall receive severance pay as set out in Article 12.09. The University may deduct all costs of retraining, including the employee's salary while retraining, from the amount of severance pay.

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(k) Priority Rights for Permanent Vacancies

An employee who accepts a temporary vacancy under this option shall continue to have priority rights for any permanent vacancy within the nine (9) month period following the expiry of the notice period.

(l) Following Expiry of Notice Period

During the nine (9) month period following expiry of the notice period, a Regular employee who has not found a permanent job vacancy may request an advance on severance up to the amount they would be entitled to receive as severance pay. Upon successful placement into a regular position under this option, an employee as a condition of being offered such employment shall repay the aforementioned advance.

12.09 PERMANENT LAYOFF OPTIONS - Severance Pay

(a) Severance Pay

Employees who have not made an election pursuant to 12.04(a)(ii) or who have elected severance pay, on termination of their services, shall receive severance pay based on their salary at the time of displacement, as follows:

Years of Service Amount of Severance Pay

Less than 2	4 weeks of salary
2 or more	6
3 or more	8
4 or more	2 weeks per year of service, to a maximum of 24 26 weeks

[Note: costed against Flexibility Allocation - approximately \$3000 per year]

(b) Loss of Employment Status

An employee who elects the severance pay option shall lose their employment status.

(c) Monies Advanced to be Severance Pay

Any monies advanced under Article 12.08(l) to an employee who is not permanently placed under the Job Vacancy priority, shall be deemed to have elected payment of severance pay hereunder.

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12.10 HEALTH BENEFITS MAINTENANCE DURING TEMPORARY LAYOFF

(a) Regular Employee on Temporary Layoff to Pay Premiums

Regular employees on a temporary layoff who were receiving benefits specified under Article 28 may retain their previous coverage to the greatest extent possible, by regularly paying to the University an amount equal to the total premiums involved. This provision only has application to layoffs exceeding thirty (30) calendar days duration.

(b) University to Reimburse Employee for University's Share Upon Return to Work

On return to work in a position which attracts the same benefits, the University shall reimburse the Regular employee for the University's share of the premiums which were paid by the employee during their layoff.

12.11 TEMPORARY LAYOFF BECOMES PERMANENT

(a) Process

In those circumstances where an employee on a Temporary Layoff (which by definition can be to a maximum of one hundred and twenty-three (123) calendar days) receives notice of their Permanent Layoff, the following shall apply:

The University shall, on serving notice of their Permanent Layoff, advise the employee that one of the following options shall apply for the ninety (90) calendar day notice period:

- (i) they shall return to the position they were laid off from;
- (ii) they shall be assigned to any vacancy within their competence and paid not less than the salary equal to that they were paid in the position they were laid off from;
- (iii) they shall be placed on or remain on the Layoff List and shall be paid at the rate of the position they were laid off from.
- (iv) If at receipt of notice of Permanent Layoff an employee is on the Layoff List (per 12.06(k)), the advisement of and choice of option pursuant to 12.11(a) selected by the University shall become effective on the employee's receipt of notice.

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(v) If at their receipt of notice of Permanent Layoff an employee is in a bumped position (per 12.06), the employee may opt to have the choice of option pursuant to 12.11(a) selected by the University apply to them on receipt of it, or to delay its application by remaining in the bumped position for a maximum duration of one hundred and twenty-three (123) calendar days from the commencement of their Temporary Layoff or ninety (90) calendar days from their receipt of notice of Permanent Layoff, whichever occurs first.

(b) Choices

(i) An employee permanently laid off in this manner must select one of the options set out in 12.07, 12.08, 12.09 (i.e. bumping, job vacancy/retraining or severance pay) within ninety (90) calendar days of their receipt of notice of their Permanent Layoff.

(ii) An employee selecting the bumping option may reaffirm the bump they selected on the Temporary Layoff, or they may choose to bump into another position.

(iii) All rights arising out of this provision shall terminate on the layoff becoming permanent or at an earlier date if an employee has completed the process arising out of their selection.

(c) Exception

The choices set out in 12.11(b) shall not have application in those circumstances where a Temporary Layoff continues beyond one hundred and twenty-three (123) calendar days if such arises out of and continues to be a direct result of a strike, lockout or similar labour dispute. In such circumstances, all those rights arising out of a Temporary Layoff shall continue.

(d) Reactivation of Former Position

If a position from which a Regular employee has been permanently laid off is reactivated within one (1) year of the commencement of the layoff, a right of first refusal shall be extended to the laid off employee provided they had selected option 12.04(a)(ii)(1) Bumping or option 12.04(a)(ii)(2) Job Vacancy/Retraining.

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12.12 TYPE 2 LAYOFF (Bridge Period)

Predetermined time span of non work occurring between active segments of an employee's appointment. Bridge periods may occur in a continuous regular appointment, or in a temporary duration appointment. The Employer will advise the union of the bridge period start and end dates for each bridge employee, on an annual basis.

(a) Rights

An employee on a Type 2 Layoff:

- (i) is entitled to a separation certification issued pursuant to E.I. regulations at the commencement of the layoff;
- (ii) shall be on the Previous Incumbency List of their classification/work area for the duration of their layoff, and shall have a priority right to any employment being offered within their classification/work area during this period. In circumstances where two or more employees on a bridge period seek to exercise the priority, seniority shall govern.

12.13 TYPE 3 LAYOFF (Normal Expiry of Temporary Appointment)

A predetermined cessation occurring at the end of a temporary hire having an expiry date designated at the commencement of an employee's appointment.

(a) Rights

An employee on a Type 3 Layoff:

- (i) is entitled to a separation certificate issued pursuant to E.I. regulations at the end of their Temporary hire.
- (ii) who is a previous incumbent (i.e. held a greater than one (1) month hire), shall go on the Previous Incumbency List of their classification/work area.
- (iii) In circumstances where two or more employees with previous incumbency in a position seek to exercise the priority access, seniority shall govern.

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12.14 PRIORITIES

Notwithstanding any other listed priorities in this Collective Agreement, the following list of priorities shall govern:

(a) Priority I

Regular employees on permanent type 1 layoff, or regular employees on layoff due to technological change, or employees returning from LTD (18.03) or regular employees on long term replacements (Article 18.04)

(b) Priority II

Regular employees on temporary 1 layoff, or regular employees on type 2 layoff.

(c) Priority III

Temporary employees on permanent type 1 layoff, or temporary employees on type 1 layoff, or temporary employees on layoff due to technological change, or temporary employees on long term replacements (Article 18.04).

(d) Priority IV

Temporary employee on type 3 layoff.

(e) Exception

A temporary employee on a Previous Incumbency List with more seniority shall have a priority over both Priority III and Priority II Regular employee on type 2 layoff (SEE ALSO 21.08 and 25.09).

(f) Seniority

Within each category of priority, seniority shall govern.

12.15 INFORMATION TO BE GIVEN TO UNION

(a) Layoff List

The University will provide a designated Councillor of the Union, or their designate, with a current copy of the Layoff List referred to in this Article. The Councillor, or designate, may use University facilities and equipment to copy this list and to mail it to the Union office. The Union will rotate the

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designation of Councillors, or designates, for this function such that no one Councillor, or designate, performs this function in two consecutive terms.

(b) Recall List

A copy of any recall notice issued by the University pursuant to any provision of this Agreement must be given promptly by the University to the Councillor, or designate, cited in (a) above. That Councillor, or designate, may use University facilities and equipment to copy this notice and to mail it to the Union office. Each such recall notice must include, amongst other information, the job title and work location for the position being filled by recall and the name and seniority date of the person being recalled.

ARTICLE 13 - HOURS OF WORK

13.01 WORK DAY AND WORK WEEK

(a) Work Day

The work day of an employee is the hours which they are scheduled to work in a given day.

(b) Work Week

The work week of an employee is the hours which they are scheduled to work in a given work week, commencing at 0001 hours (12:01 am) Monday.

13.02 STANDARD WORK DAY AND STANDARD WORK WEEK

(a) Standard Work Day

The standard work day shall be seven (7) hours exclusive of the **unpaid meal break period**.

(b) Standard Work Week

The standard work week shall be thirty-five (35) hours and is composed of five (5) consecutive standard work days.

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13.03 MODIFIED WORK WEEK AND MODIFIED WORK DAY

(a) Modified Work Week

A modified work week is an approved modification of

- (i) the standard work week which must average thirty-five (35) hours per week over a maximum two (2) week period and include a minimum of four (4) work days per week, or
- (ii) the non standard work week which must average over a maximum two (2) week period those hours which would have been worked over the same period on a non standard work week, and include a minimum of three (3) work days per week.

(b) Modified Work Day

A modified work day is a modification of a standard work day or a non standard work day resulting from an employee working an approved modified work week.

(c) Modified Work Week

A modified work week may arise at the request of either the [Administrative Head Administrator](#) or the employee. Each modified work week shall meet the following criteria:

- (i) the daily work of the Department shall be carried out;
- (ii) where the Department relates to other components of the University, the role of the Department within the University shall not be diminished or diluted;
- (iii) where applicable the Labour Relations Board approves the scheme before it is implemented;
- (iv.) [Once granted, modified work week schedules shall not be changed without mutual agreement from the affected employee. When mutual agreement cannot be reached, modified work weeks can be changed only when operationally required and with a minimum 4 week notice period to the affected employee. In circumstances where the employee is unable to make the necessary personal arrangements to accommodate the changed schedule within 4](#)

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weeks, they may request additional notice, which request shall not be unreasonably denied.

(d) ~~Administrative Head Administrator~~ to Consider Employee's Request

The ~~Administrative Head Administrator~~ shall consider an employee's request for a modified work week, if it meets the following additional criteria:

- (i) No additional costs to the University shall result by reason of the proposed modified work week in the following ways:
 - by reason of the requirement for additional staff;
 - by reason of the attraction of costs additional to those already incurred under an existing approved work week (13.01(b));
 - by reason of more than seven (7) hours of lieu time when a paid holiday falls on a day of rest;
 - by reason of paying overtime rates within the approved hours.
- (ii) Where long weekends or a work week of less than five (5) days results, there will be an equal distribution of days off amongst employees who work a modified week in a Department.
- (iii) No request for a modified work week shall be refused without written justification.

13.04 EXCEPTIONAL WORK WEEK BASED ON ANNUAL HOURS

(a) Exceptional Work Week

Notwithstanding any other provision herein, by mutual agreement between the University and an employee, and only after Agreement with the Union, may an exceptional work week schedule be established based on annual hours in a calendar year.

(b) Restrictions

In each circumstance the annual hours must equal those hours which would otherwise have been worked within the year subject to the following restrictions:

- (i) each scheduled work week must fall between 85% and 115% of those hours from which the exception is based (e.g. if the normal weekly hours are 35, a permitted exceptional weekly range must fall between 30 and 40 hours);

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- (ii) all other entitlements are derived from the exceptional new base (e.g. overtime from 30 or 40 as approved).

(c) Approval

Each schedule shall be initially agreed upon and implemented for a trial period with a one year maximum duration. Subsequent approvals may have an indefinite duration.

13.05 APPROVAL OF HOURS OF WORK

(a) Approval

- (i) The work day and the work week of an employee shall be approved **in writing** by the appropriate ~~Administrative Head~~ **Administrator**, with a copy to ~~and shall become effective through written transmittal of the approval to the employee from~~ the Human Resources Department.
- (ii) No regular employee who was employed as at October 1, 1989 shall have their hours of work changed by the University without their agreement. The University will not change the hours of work of any other regular employee unless the operational needs of the University require such change. The University undertakes to review alternatives to a change in a regular employee's hours of work prior to its implementation. An employee who feels their hours of work are being changed unnecessarily may grieve that change. In the event of a grievance, the hours of work will not be changed until the grievance is concluded.

(b) Changes

- (i) When the ~~Administrative Head~~ **Administrator** changes an employee's work day or work week, the employee shall be notified and the change posted fourteen (14) calendar days prior to the effective date.
- (ii) When an employee wishes to change their work day or work week, the approval of the appropriate ~~Administrative Head~~ **Administrator** must be obtained and posted fourteen (14) calendar days prior to the effective date.

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- (iii) In either 13.05(b)(i) or 13.05(b)(ii) the fourteen (14) day time limit may be shortened by mutual agreement between the employee and the appropriate ~~Administrative Head~~ Administrator.
- (iv) The time limits herein set out do not apply to emergency type situations.

13.06 MEAL BREAK

An employee shall be entitled to take an uninterrupted ~~unpaid~~ meal break, of a minimum duration of thirty (30) minutes, away from their work area. When an employee is officially requested by their supervisor to work during their meal break, whether in their own work area or in any other area, the employee shall be compensated at the applicable overtime rates.

13.07 REST PERIODS

(a) Two Fifteen Minute Rest Periods

An employee whose daily hours of work equal or are greater than seven (7) may take two ~~paid~~ fifteen (15) minute rest periods within such.

(b) One Fifteen Minute Rest Period

An employee whose daily hours of work equal or are greater than four (4) but less than seven (7) hours may take one ~~paid~~ fifteen (15) minute rest period within such.

(c) When to Take Rest Periods

Normally, a rest period cannot be taken within one hour of the commencement or end of their daily hours, lunch break or another rest period.

13.08 TIME REPORT

(a) ~~Semi-Monthly Paid Salaried~~ Employees

Employees must submit ~~their time sheets monthly~~ to the appropriate Administrator for approval, changes to their time reports such as overtime and shift premiums during the pay period which they occur.

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(b) Hourly Paid Employees

Employees paid on an hourly basis must submit ~~an~~ ~~to the appropriate Administrator for approval~~ a time report immediately following the period covered by the report.

~~(c) Approval~~

~~Time reports shall be submitted for approval to the appropriate administrator identified pursuant to Appendix N.~~

13.09 ALLOCATION OF ADDITIONAL HOURS OF WORK TO REGULAR PART TIME EMPLOYEES

The University will make reasonable effort to ensure that additional hours of work are shared equitably amongst those regular part-time employees in an area who have the required knowledge, skills and ability to perform the work.

13.10 MINIMUM DAILY PAY

- (a) Employees reporting for work at the call of the University shall be entitled to their regular wage for the entire period spent at the place of work, with a minimum of four (4) hours pay for each call out subject to (b) below.
- (b) Temporary Part-Time employees in the Children's Centre, Centre for Sport & Wellness, Theatre, or Events and Ceremonies reporting for work at the call of the University shall be entitled to their regular wage for the entire period spent at the place of work, with a minimum of two (2) hours pay for each call out.

13.11 STANDBY DUTY

Note: This article applies only to employees working in the Facilities Department, the Information Technology Services Department and the Centre for Sport & Wellness

(a) Scheduled Standby Duty

An employee scheduled on standby will be paid two (2) hours at straight time for the 24-hour period commencing daily at 8:00 am, Monday to Friday, inclusive; and four (4) hours at straight time for the 24-hour period commencing at 8:00 am on a Saturday, Sunday or paid holiday.

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(b) Advance Notice

Where possible, standby will be signed up on a voluntary basis with schedules posted at least 96 hours in advance. Should an employee be given less than 96 hours notice of standby duty, they will not be required to accept such duty.

(c) Consecutive Weekends

No employee will be compelled to accept standby on two (2) consecutive weekends or on two (2) consecutive holiday weekends.

13.12 EXCEPTIONAL WORK DAY

An employee hired to work in the Theatre during a production or performance may agree to work an exceptional work day of longer than seven (7) hours per day. The employee shall be paid at the overtime rate for all hours in excess of ten (10) hours per day or thirty-five (35) hours per week.

13.13 EMPLOYEE'S REQUEST FOR REDUCTION OF HOURS

The University will not grant an employee's request for reduced hours of work per week without the consent of the Union. Such consent will not be unreasonably withheld.

13.14 EMPLOYER'S REDUCTION OF HOURS

In the event of lack of work and the University reduces the hours of work per week of a regular position, the provisions of Article 12 (Layoff) shall apply.

ARTICLE 14 - HOURLY PREMIUMS [Note: Unopened by either party, no change]

14.01 SHIFT PREMIUM

An hourly premium of \$.75 shall be paid:

(a) 6:30 pm - 6:30 am

for each hour worked between 6:30 pm and 6:30 am, or

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(b) 3:00 pm - 12:01 am

for all hours of a standard or modified work day (i.e. full time) where the shift commences between 3:00 p.m. and 12:01 a.m.

14.02 SHORT CHANGE-OVER

If shifts are scheduled so that there are not twenty (20) hours between the start of an employee's shift and the start of an employee's next shift, overtime rates shall apply to hours worked on the succeeding shift within the twenty (20) hour period. If the shift is changed at the employee's request, overtime rates shall not apply.

ARTICLE 15 - OVERTIME [Note: Agreed with amendments; sign off provided to MoveUP on 25Oct2022 - unreturned to date (except 15.01.1, which is signed off)]

15.01 DEFINITIONS

(a) Standard or Non Standard Work Week Hours

For employees working a standard or non standard work week, overtime means any working hours on duty in excess of seven (7) hours in a work day or thirty-five (35) hours in a work week.

(b) Modified Work Week Hours

For employees working a modified work week, overtime refers to those hours on duty in excess of the approved hours in their work day or work week.

(c) Straight Time

Straight time rate means the regular rate of remuneration.

(d) Double Time

Double time means two times the straight time rate.

(e) Compensating Time Off

Compensating time off means the product of overtime hours worked times the applicable overtime factor.

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15.01.1 REPORTING OF OVERTIME

All overtime must be reported by the employee upon completion. The Employer acknowledges its obligation to ensure that Employees are aware that all overtime must be pre-approved, or reported if incidental and unforeseen. If the Employer is aware of any employee working unreported overtime, the Employer will ensure an Employer Representative speaks with the employee to remind them of the requirement to report overtime and be compensated for all time worked.

15.02 RIGHT TO REFUSE OVERTIME

All overtime shall be voluntary. Employees may refuse overtime individually without being subject to disciplinary action, but there shall be no concerted refusals of overtime.

15.03 OVERTIME COMPENSATION

(a) Non-Standard Work Day

An employee working a non-standard work day (of less than seven (7) hours) or work week (of less than thirty-five (35) hours) shall be paid at the straight time rate for all hours in excess of their approved work day or work week which do not qualify for overtime payment.

(b) Double Time

The rate of double time shall be paid for all hours of overtime.

(c) Modified Work Week

An employee working a modified work week shall be compensated at double time for all hours worked on any day other than their regularly scheduled day of work.

(d) Work on Other Than a Regularly Scheduled Day

An employee who works on other than a regularly scheduled day of work after a standard five day work week shall be compensated at the rate of double time for all hours worked on that day.

(e) Paid Holiday

An employee who works on a paid holiday as defined in Article 16.01 shall receive either their regular days pay or another day off, and shall receive

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additional compensation at the rate of double time for all hours worked on that day.

(f) Compensating Time Off

An employee shall have the option of receiving equivalent compensating time off or of being paid for all overtime earned at any time prior to 15.03(g).

(g) Overtime Bank

All overtime remaining in an employee's overtime bank at the end of the calendar year following that in which it was earned shall be paid out by the University.

(h) Leaves of Absence

The provisions of Article 15.03 shall not apply to any leaves of absence with pay.

15.04 CALL BACK

(a) Additional ~~Overtime~~ Overtime Time

If a request that an employee work additional ~~overtime~~ overtime time is made when the employee is at work, the additional time worked outside of the employee's regular scheduled hours of work shall be considered as overtime. If the request is made at a time when the employee is not at work, the time worked shall be considered as a Call Back.

(b) Call Back to Work

An employee called back to work shall receive a minimum of four hours at overtime rates.

(c) Temporary Employees

A temporary status employee hired on an ~~"as required"~~ "as & when" basis shall not be considered called back to work unless they have already worked on the same day.

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(d) Transportation Difficulties

In circumstances where an employee called back to work encounters transportation difficulties, the University shall, at ~~their~~ the employee's request, reimburse them for taxi transportation covering the return trip to their place of residence.

15.05 OVERTIME BREAKS

All employees who are officially requested to remain at work for a period of three (3) hours or more beyond their approved work day, shall receive a one-half hour paid break at the applicable overtime rate. The break may be taken before, during, or after the overtime period. An employee may also choose not to take a break, in which case any break due to the employee which is not taken shall be compensated for at the applicable overtime rate.

15.06 SHARING OF OVERTIME

There shall be no discrimination within individual departments in the allocation or sharing of overtime.

15.07 OVERTIME MINIMUM

Officially requested overtime shall be paid for in one-quarter hour segments with a daily minimum payable of one hour for the first hour or portion of an hour worked.

15.08 OVERTIME INFORMATION

The University shall forward to the Union a list of employees' names and identification numbers, with the monthly and year-to-date overtime hours worked, by February 15th of each calendar year.

15.09 TRAVEL

(a) International Travel

International travel is travel outside of Canada. Except for those employees where international travel is a requirement of the job, international travel is voluntary.

Employees on international travel will continue to receive their regular pay for the duration of the trip. Where travel is required on either Saturday or Sunday, a regular day in lieu will be given to the employee. Lieu days will be scheduled at a mutually agreeable time between the employee and their

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~~manager Administrator~~ and will be taken within thirty (30) days of the return from the trip.

(b) Domestic Travel

Domestic travel is travel within Canada. Except for those employees where domestic travel is a requirement of the job, domestic travel is voluntary.

Employees on domestic travel will continue to receive their regular pay for the duration of the trip. Where travel is required on either Saturday or Sunday, a regular day in lieu will be given to the employee. Lieu days will be scheduled at a mutually agreeable time between the employee and their ~~manager Administrator~~ and will be taken within thirty (30) days of the return from the trip.

(c) Travel Insurance

Employees booking travel using a University credit card are covered by travel insurance benefits provided by the credit card carrier. Employees are encouraged to book travel using a University credit card in order to receive this coverage.

ARTICLE 16 - HOLIDAYS

16.01 PAID HOLIDAYS

(a) Standard Paid Holidays

The University shall grant as paid holidays:

New Year's Day	Victoria Day	Thanksgiving Day
Good Friday	Canada Day	Remembrance Day
Easter Monday	BC Day	Christmas Day
Labour Day	Boxing Day	
Family Day (effective February 1, 2013)		
National Day for Truth and Reconciliation		

(b) Other Paid Holidays

Any other day declared a holiday by the Federal, Provincial or Municipal Government in which municipality the employee regularly works and wherein the subject municipality has granted the same paid holiday to their

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own employees, except for days declared which have already been granted on another day pursuant to this Article.

(c) **Additional Paid Holidays**

In addition to the paid holidays specified herein, there shall be one (1) additional days of holiday granted by the University in each calendar year. The University reserves the right to schedule this holiday and written notice of the specific date will be given to the Union two (2) calendar weeks in advance. All employees must take the holiday on the date so specified.

(d) **Holiday Substitution**

Employees who practice recognized religions and wish to observe those by taking holidays on days not designated above shall, reasonably in advance, discuss the matter with their Supervisor. The employee and Supervisor shall endeavour to arrive at a mutually acceptable arrangement. In any event, the request shall be accommodated in accordance with the Human Rights Code.

16.02 **HOLIDAYS FALLING ON A SATURDAY OR SUNDAY**

(a) **Saturday or Sunday**

When any paid holiday (as per section 16.01) falls on a Saturday, the following Monday shall be observed. When any paid holiday falls on a Sunday, the following Monday (or Tuesday, where the preceding section already applies to the Monday) shall be observed.

(b) **Other Than Saturday or Sunday**

Subject to subsection 16.02(c), when a paid holiday falls on an employee's day of rest other than on a Saturday or Sunday, the employee shall be given a day off with pay in lieu at a mutually agreeable time.

(c) **Modified Work Week**

If the day of rest on which the paid holiday falls is such by reason of an employee working a modified work week, the employee shall be given seven hours off with pay in lieu at a mutually agreeable time.

(d) **Facility Closed**

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If the paid holiday falls on a Saturday or Sunday and the following Monday (or Tuesday) is observed as per 16.02(a) and the University facility is closed, an employee who is regularly scheduled to work on the Saturday or Sunday may instead take a day off without pay or as a charge to earned time off or vacation time.

16.03 EMPLOYEES REQUIRED TO WORK ON A PAID HOLIDAY

An employee who works on a paid holiday shall be compensated as per Article 15.03(e).

16.04 HOLIDAY COINCIDING WITH A DAY OF VACATION

When a day of paid holiday falls during an employees' vacation time, the paid holiday shall not count as a day of vacation, nor as a day worked.

16.05 PAYMENT FOR HOLIDAYS

(a) Regular Employees

Regular employees shall not have their pay reduced by virtue of holidays specified in Article 16.01.

(b) Other Employees

Temporary employees must have been employed for at least 30 calendar days in order to qualify for statutory holiday payment.

(i) An eligible employee who has worked on at least 15 of the 30 days prior to a statutory holiday shall be entitled to an average day's pay for the holiday. To calculate an average day's pay, divide the total wages earned in the 30 day period (excluding overtime) by the number of days worked.

(ii) An eligible employee who has worked fewer than 15 of the 30 days prior to a statutory holiday shall be entitled to pro-rated statutory holiday pay. Pro-rated statutory holiday pay is calculated by dividing the total wages earned in the 30 day period (excluding overtime) by 15.

(c) Modified Work Week

A paid holiday is equivalent to a maximum of seven (7) hours. Therefore, employees working modified work weeks shall be required to make up any

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time difference between the holiday and their modified work day when the latter is in excess of seven hours. Such time must be made up in one of the following time report periods:

- that preceding the holiday;
- that the holiday falls in;
- that following the holiday.

(d) **Lieu Days**

Payment for unused lieu days shall be made prior to an RPT employee's bridge period.

(e) **Paid Holiday and Lieu Day**

If a paid holiday falls on a day which a regular part time employee would not otherwise have worked, they shall be entitled to a lieu duration equal to the average of their scheduled weekly hours (e.g., weekly hours divided by the number of scheduled working days).

16.06

OTHER DAYS

(a) **Not Paid Holidays**

The following days or times therein are not paid holidays:

- (i) afternoon on the last working day prior to Christmas;
- (ii) afternoon on the last working day prior to New Year's Day;
- (iii) Easter Sunday.

(b) **Facility Closed**

Subject to operational requirements, the University will be closed at times listed in 16.06(a).

(c) **Payment**

An employee shall be paid for the times listed in 16.06(a) that which they would otherwise have received had it not been for this provision.

(d) **Request to Work**

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If an employee is officially requested to work during the times listed in 16.06(a), they shall be paid as if it were work on a paid holiday, in accordance with Article 15.03(e).

ARTICLE 17 - ANNUAL VACATION

17.01 CALENDAR YEAR

For the purpose of computing vacation entitlement “calendar year” means the twelve (12) month period from January 1st to December 31st, inclusive.

17.02 VACATION ENTITLEMENT

(a) Appointments Less Than Four Months

Employees with an appointment duration of less than four (4) months shall earn and be paid vacation pay on the basis of 6% of gross earnings.

(b) Vacation Entitlement

The basic vacation entitlement (expressed for Full Time status) is:

	Days per month:	Days per annum:
Initial incomplete & first four complete calendar years	1.25	15
5th through 8th	1.667	20
9th	2.083	25
10th	2.167	26
11th	2.25	27
12th	2.333	28
13th	2.417	29
14th & subsequent	2.5	30

(c) Incomplete Calendar Year

For the purposes of 17.02(b), an incomplete calendar year which commenced on July 1st or earlier shall be considered a complete calendar year.

(d) Temporary Employees

Temporary employees shall be paid their vacation entitlement at an equivalent percentage based on gross earnings.

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(e) Regular Employees

Regular employees shall accumulate time and be granted such pursuant to Article 17.04.

17.03 MODIFIED WORK WEEK

Employees working on modified work weeks shall have their vacation entitlement converted to hours - one day's entitlement being equal to seven (7) hours.

17.04 GRANTING OF VACATION LEAVE

The employees in a department should settle a vacation schedule each year subject to the approval of the ~~Administrative Head~~ Administrator. Approval will be based on legitimate operational requirements.

17.05 SPLIT VACATIONS

Where an employee wishes to split their vacation, their second choice of vacation time shall be made only after all other employees concerned have made their initial selection.

17.06 VACATION SUBSTITUTION

Where vacation substitution is required, the University shall attempt to give existing employees the opportunity to substitute in higher paying positions providing the employees have the necessary skills. The University will make reasonable effort to ensure the equitable distribution of substitution amongst employees.

17.07 OVERLAP OF VACATION WITH OTHER LEAVES OF ABSENCE

When an employee is entitled to sick leave, family leave (bereavement, etc.), or any other approved leave of absence with pay during their vacation period, the applicable leave of absence shall prevail and there shall be no deduction from the employee's vacation entitlements. Instead, the period of vacation which is thus displaced by the applicable leave of absence shall be taken later at a time mutually acceptable to the employee concerned and the University. An employee claiming an entitlement to sick leave during their vacation must substantiate this claim by providing the University with a note from a doctor of the employee's choice stating that the employee was ill or injured such that they would have been unable to attend work during the period of claimed sick leave entitlement and this note must have been obtained by the employee either during or in reasonable proximity to the conclusion of the illness or injury.

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17.08 VACATION CARRY-OVER

(a) Annual Vacation

Employees other than Bridge employees, may carry over up to ten (10) days vacation leave per year, however are required to take a minimum of two weeks annual vacation each year.

(b) Vacation Bank

Employees may bank any vacation up to a maximum of twenty (20) days.

(c) Excess Vacation Bank

Employees who have banked the maximum allowable vacation are required to take the excess prior to the end of each calendar year. The excess may be paid out by mutual agreement between the employee and the Employer. Should an employee accumulate a vacation bank in excess of the maximum allowable as a result of being unable to utilize their vacation due to operational requirements or other circumstances beyond the employee's control, the employee and their manager shall discuss options to address the excess with Human Resources. The proposed resolution will be reviewed and mutually agreed upon by the Union.

(d) Bridge Period Employees

Employees with a bridge period shall have the option of receiving their full earned vacation entitlement as a cash payout at their current rate of pay. Employees who exercise this option shall receive vacation payout two weeks prior to the commencement of their bridge period.

17.09 PRO-RATA ENTITLEMENT

Vacation entitlement, granting, accumulation, and carry over shall for all employees working less than thirty-five (35) hours per week or less than twelve (12) months per year, be based on a pro-rata amount relative to the full time entitlements herein listed.

17.10 NO CALL BACK FROM VACATION OR BRIDGE PERIOD WITHOUT EMPLOYEE'S CONSENT

- (a) Once an employee has commenced a scheduled vacation, such employee shall not be called back to work by the University, without the consent of the employee.

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- (b) If an employee agrees to a call back to work by the University after the employee has commenced a scheduled vacation, the University shall reimburse the employee for any direct costs incurred by the employee as a result of any such call back, and the employee's remaining vacation shall be rescheduled to a time mutually acceptable to the University and the employee.
- (c) The provisions of this Clause 17.10 shall apply equally with respect to an employee's bridge period.

17.11 NO CHANGE IN SCHEDULED VACATION OR BRIDGE PERIOD WITHOUT EMPLOYEE'S CONSENT

- (a) An employees' vacation schedule once approved, in accordance with this Agreement (Article 17.04), shall not be changed by the University without the consent of the employee. In the event that an employee changes position, job or work location, the employee's scheduled vacation will be subject to approval by the appropriate Administrative Head.
- (b) If an employee agrees to any change in their previously scheduled vacation, the University shall reimburse the employee for any direct costs incurred by the employee as a result of any such change, and the employee's changed vacation period(s) shall be rescheduled to a time mutually acceptable to the University and the employee.
- (c) Once the employee's bridge period has been determined for the year, the provisions of this Article 17.11 shall apply equally with respect to an employee's bridge period.

17.12 IMPACT OF TEMPORARY PROMOTION

If an employee's rate of pay at the time of their scheduled vacation is based upon the employee temporarily performing work in a job with a higher rate of pay than the employee's regular job and the University postpones the employee's vacation, the employee shall be entitled to that higher rate of pay for the purposes of establishing vacation pay, if at the time of the employee's rescheduled vacation their then current rate of pay is lower.

17.13 NO CESSATION OF OPERATIONS TO USE OR EXHAUST VACATION

The University shall not implement any cessation of operations, in whole or in part, such that the vacation entitlement of any employee is used or exhausted except with the prior express written consent of the employee(s) concerned and the Union.

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ARTICLE 18 - SICK LEAVE [Note: Agreed with amendments; sign off provided to MoveUP on 25Oct2022 - unreturned to date]

18.01 SICK LEAVE ENTITLEMENT

(a) Sick Leave With Pay

Regular employees shall be granted sick leave with pay for a maximum of thirty (30) continuous calendar days. Temporary employees whose length of appointment is less than 4 months shall have their sick leave entitlement pro-rated.

Notwithstanding any other provision in this Agreement, employees are entitled to no less than the minimum amount of paid and unpaid leave due to personal illness or injury as set out in the Employment Standards Act.

(b) Sick Leave Application

Sick leave may be used in the event of personal illness, injury, or temporary disability, including personal mental health.

(c) Proof of Illness

The University may require proof of illness supporting the absence, which must include confirmation of an assessment by a physician; workplace restrictions, if any; and a return to work or reassessment date. While the University may require proof of illness for any given absence, normally the requirement will be waived for absences of, or anticipated to be, less than five consecutive days. ~~In such case, where the University, acting in good faith, challenges the validity of the proof of illness submitted by an employee, the University shall have the right to request that the employee secure another medical opinion from a medical doctor selected by mutual agreement between the University and the Union.~~ The University shall bear all costs to the obtaining of any medical proof of illness pursuant to this ~~Clause 1(b)~~ Article.

(c) Pregnant Employee

A pregnant employee, who is not already on parental leave, shall have access to sick leave for periods of incapacity caused by their pregnancy. The University may require proof of such incapacity. As in above, all costs pertaining to the proof of illness shall be borne by the University.

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18.02 SICK LEAVE AND SHORT TERM DISABILITY

Should a single illness exceed thirty (30) calendar days in duration, the employee will suffer no loss of pay for the first thirty (30) day period as recognized in Article 18.01. After the thirty (30) days of a single continuous illness, the short term disability shall apply. Employees on short term disability will receive 66.7% of the employee's regular monthly salary up to \$2,500 per month plus 50% of monthly salary above \$2,500 for a period up to eleven (11) months. The University will pay the premium costs of the short term disability plan. After twelve (12) months of a single continuous illness, benefits of the Long Term Disability Plan in Article 28 of this Agreement shall apply, in accordance with the terms of that Plan.

18.03 JOINT EARLY INTERVENTION PROGRAM (JEIP)

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

Jointly Managed – The program will be jointly managed by the Employer and the Union.

Mandatory – An employee may be referred for participation in the JEIP when absent from work for five or more consecutive days or where it appears that there is a pattern of consistent or frequent absence from work. If an employee is referred, the employee must participate in the JEIP.

Rehabilitative – The JEIP is rehabilitative in nature.

Confidential – The parties involved in the program will maintain confidentiality of all information.

18.04 RETURN TO WORK FROM LTD

- (a) Employees who are on sick leave, short term disability or long term disability will have the right to return to their position for a period of up to three (3) years from onset of disability, unless there is a definite, physician-supported prognosis of a return to work within 90 calendar days following the date of expiry of the three (3) year period, in which case the three (3) year period will be extended to accommodate the return to work of the employee.
- (b) If the employee is determined to be medically fit to return to work at a later date, the employee has the rights set out in Article 12.04(ii)(2) and (3). The

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University and the Union will make every reasonable effort to accommodate the employee in seeking a new position within the University.

- (c) In the event that a placement is not available within 30 days from the return to work date, or the employee does not wish to accept the placement(s) offered, the employee will be placed on the Layoff List for a period of twelve (12) months, during which the employee will have Priority 1 rights to any vacancies that may arise. In the event that an employee is not placed in a regular position within the 12 month period, they would be entitled to severance pay as outlined in 12.09.
- (d) If the employee is able to return to work within the time frame set out in (a) above, where the position the employee occupied is eliminated, the employee shall exercise their rights outlined in Article 12.04.
- (e) This Article does not apply to employees who are on LTD as of September 1, 1998. Those employees retain all the rights set out in the Collective Agreement in force on March 31, 1998.

18.05 LONG TERM REPLACEMENTS

(a) Regular Status Replacement

Where it is necessary to hire a Regular status replacement in a position normally held by another employee who is either on Long Term Disability or who has been sick in excess of thirty (30) continuous calendar days, and where the sick employee returns to their position within the time frame specified in Article ~~18.03(a)~~ 18.04(a), the following shall apply to the replacement employee:

- (i) they shall be given three (3) months notice of the termination of their employment;
- (ii) on termination, they shall have a priority right to the first vacant position or hire for which they have the necessary qualifications and abilities. If the placement herein arising is not permanent, this right shall continue to exist until permanency is achieved. It is expressly understood this provision overrides Article 25, and that an employee shall be paid at the rate of the position.

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18.06 REDUCED HOURS, PHASED-IN, RETURN TO WORK

(a) Return to Work

Employees returning to work following leaves of absence due to a Workers' Compensation claim or a short- or long-term disability, and whose personal medical doctor(s) recommend(s) that for a period of time they work less daily and/or weekly hours of work than they did prior to such absence, may return to work on a reduced hours, phased-in, basis, subject to the mutual agreement in each case between the University and the Union.

(b) Return to Position

An employee returning to work on a reduced hours, phased-in, basis pursuant to Clause 18.06(a) above shall normally return to the job and work location they held immediately prior to the applicable absence, however; the employee may be placed in another position within the bargaining unit and by mutual agreement between the University and the Union.

(c) Rights, Obligations and Entitlements

An employee returning to work on a reduced hours, phased-in, basis pursuant to Clause(s) 18.06(a) and/or (b) above shall continue to be kept "whole" under the Collective Agreement with respect to all the rights, obligations, entitlements and benefits they enjoyed immediately prior to the applicable leave of absence (including any changes thereto which come into force and effect during the employee's absence), save and except that the employee shall have reduced hours of work and a salary which is reduced accordingly. Benefits which are derivative of salary (e.g. sick leave and vacation), will be prorated in accordance with the reduced salary rate. Without limiting the generality of the foregoing, it is understood and agreed that such employee shall continue to have the same entitlement to all benefit plans coverage and benefits under the Collective Agreement which applied to the employee immediately prior to the applicable leave of absence, including any changes thereto which come into force and effect during the employee's absence.

(d) Payments from Workers' Compensation

An employee returning to work on a reduced hours, phased-in, basis pursuant to Clause 18.06 shall continue to be entitled to applicable payments from Workers' Compensation or short or long-term disability. Where the external funding body continues to pay the full disability benefit

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during the phased-in return, the University will have no obligation to supplement this payment.

ARTICLE 19 - CAREER DEVELOPMENT [Note: Agreed to return to status quo - see Note at 19.03(b)]

19.01 PURPOSE

The welfare of the University, the job related competence of employees, and the opportunity to prepare for more responsible jobs that now exist or will exist in the foreseeable future are among the prime considerations in exercising the provisions of this Article.

The provisions of this Article are intended to encourage and assist employees in maintaining and improving skills or to assist in preparing them for foreseeable jobs within the University.

(a) Dispersal of Funds

The Staff Career Development Committee will make recommendations to the University on the dispersal of staff career development funds, made available by the University in the amount of not less than ten thousand (\$10,000) dollars annually. The Committee will be comprised of five employees appointed by the Union. The Chairperson of this Committee will receive 175 hours of release time in each calendar year, funding for such shall be over and above the funds allocated to staff career development.

(b) Carry Forward

In the event that the sum allocated for the aforementioned career development in any year is not fully utilized in the intended year, the unutilized amount shall carry forward as funding available for Staff Career Development in subsequent years, in addition to that amount referenced in 19.01(a).

19.02 TRAINING LEAVE - EMPLOYER REQUIRED

When the University requires an employee to take refresher courses or to further their job related training, the University shall grant a leave of absence with pay to the employee. Further, the University shall bear the full cost of the courses or training, including tuition, entrance or registration fees, laboratory fees and required books. The University shall also reimburse the employee for such travelling, subsistence and other related expenses as are previously approved by the University.

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The employee shall not be required to make up any time missed from work because of their participation in the required courses or training.

19.03 TRAINING LEAVE - EMPLOYEE REQUESTED

(a) Request for Career Development

When an employee requests a leave of absence with pay for career development, the following shall apply:

- (i) Requests for training leave must be made to the Manager of Human Resources and must be accompanied by an outline of the purpose of the leave, a statement of the training activity to be engaged in by the employee while on leave, and an assessment of the request against the purpose of Article 19.01.
- (ii) Requests for training leave may be submitted at any time. However, requests for leave of greater than four (4) months duration will be considered once a year and the deadline for this is April 1 of each year. By the following May 30th, the University shall advise employees as to the disposition of their leave request.
- (iii) Requests for leaves of four (4) months or less will be considered as they are received and every effort will be made to inform the employee as to the disposition of their request within thirty (30) days of its receipt.

(b) Eligibility

Any employee may request training leave of four (4) months or less; only regular employees with a minimum of 9,100 hours of seniority may apply for training leave of greater than four (4) months. Normally, an employee shall not be eligible for a further leave in excess of four (4) months until 7,280 hours of seniority have occurred from the completion of the previous such leave. *[Note: we acknowledge MoveUP's rejection of the tentatively agreed change to the hours threshold if such a change needs to be costed against the Employer's mandate; Employer agrees to return to status quo]*

(c) Pay During Leave

Employees whose request for training leave is approved, will be paid at the rate of 60% of salary and benefits, pro-rata where applicable.

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(d) Accrual of Seniority During Leave

Seniority shall continue to accrue during all leaves granted pursuant to this Article.

(e) Discretion of University

At the University's discretion, an employee's request for training leave may be granted pursuant to 19.02.

(f) Prohibition

The presence of this article is not to prohibit requests for leaves of absence without pay for educational purposes being made under Article 20.06.

19.04 LIMITATION

The University may impose reasonable limitations upon the number and nature of such training sessions that individual employees may participate in.

19.05 DEFERRED SALARY LEAVE

The objective of a Deferred Salary Leave Program (DLSP) is to provide employees with an opportunity to self-finance a planned period of absence for any reason, such as continuation of educational studies, travel or other interests.

(a) Applying for Deferred Salary Leave

An employee desiring such leave shall make a written application to the University at least two (2) months prior to entry to the Plan. The minimum Leave Period will be six (6) consecutive full calendar months and the maximum will not exceed twelve (12) consecutive full calendar months. The leave should commence immediately following the end of the Deferral Period.

(b) Approval of Deferred Salary Leave

Approval of Deferred Salary Leave shall not be unreasonably withheld. In the event that such leave is not granted, the reasons shall be given to the employee in writing.

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(c) Funding for Deferred Salary Leave

Funding for the Leave of Absence shall be in accordance with Revenue Canada Regulations.

(d) Period for Salary Deferral

The maximum period for salary deferral is six (6) years. During this period, the maximum percentage of salary deferred shall not exceed the following:

- one year - 33 1/3%
- two years - 33 1/3%
- three years - 33 1/3%
- four years - 25%
- five years - 20%
- six years - 16 2/3%

Once per year, the participants may upon one (1) month's written notice to the University, alter their percentage amounts for the next or any subsequent year.

(e) University Obligation

The University shall remit to the financial institution those sums specified by the employee and governed by the Plan. All investments shall be deposited only in an institution covered by the Canada Deposit Insurance Corporation (CDIC). The University and the Union shall not be liable to any participant for investment made under this clause.

(f) Administrative Expenses

Administrative expenses of the Plan will be paid out of the Plan itself.

(g) Regulations

Revenue Canada Regulations regarding payment of deferred funds must be followed. The program will comply with Federal Income Tax Regulations.

(h) Taking the Leave of Absence

The taking of the Leave of Absence shall be governed by the following provisions:

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- (i) The participants in the Plan shall give the University a minimum of six (6) months' notice prior to taking of such leave.
- (ii) Participants must take the deferred leave after a maximum of six (6) years within the Plan or after the salary deductions have totalled 100%, whichever occurs first. Employees may, no later than six (6) months prior to this date, request a postponement of the commencement of their leave. This postponement shall not exceed more than twelve (12) months.
- (iii) On return from deferred leave, the employee will be returned to the same department and position as at the point of taking leave and with the applicable salary and benefits. Federal Income Tax Regulations require that employees return to work for a period equal to the duration of the leave; therefore, Deferred Salary Leave cannot serve as an early retirement benefit.

(i) Health and Welfare Benefits

The Health and Welfare benefits will be as follows:

- (i) The participant shall bear the full cost of the Health and Welfare benefits.
- (ii) Vacation credits do not accumulate during the period of such leave.
- (iii) The University will make superannuation deductions required by the Pension (University) Act.

19.06 APPRENTICESHIP

The University agrees that when it fills a position, in accordance with Article 25, which might become part of an apprenticeship program, the posting for the position will indicate that possibility. All terms and conditions of the Collective Agreement shall apply to the position and incumbent unless otherwise expressly agreed by the Parties.

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ARTICLE 20 - SPECIAL AND OTHER LEAVE

20.01 BEREAVEMENT LEAVE

(a) Leave

In the event of critical illness or death in an employee's immediate family, the employee not on leave of absence without pay shall be entitled to paid leave of absence as follows:

- i) Up to and including seven (7) consecutive calendar days for critical illness;
- ii) Up to and including seven (7) consecutive calendar days for death; or
- iii) Up to and including fourteen (14) consecutive calendar days for combined critical illness and death.

(b) Timing

Leave granted for critical illness will terminate in the event of death of the immediate family member and the employee will then be entitled to bereavement leave. Leaves under this Article must be taken during or in relation to the time of the actual occurrence of the critical illness or death. Any additional leave shall be without pay, or as a charge to earned time off or vacation time.

(c) Definition of Immediate Family

Members of the immediate family include:

- Partner/spouse of the employee;
- Child, step-child or foster child of the employee or of the employee's partner/spouse;
- Parent, step-parent or foster parent of the employee or of the employee's partner/spouse;
- Grandparent or step-grandparent of the employee or of the employee's partner/spouse;
- Grandchild or step-grandchild of the employee or of the employee's partner/spouse;

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- Partner/spouse of a child of the employee; [Note: expands scope]
- Sibling of the employee;
- Sibling-in-law of the employee; [Note: expands scope]
- Children of sibling or sibling-in-law of employee or partner [Note: expands scope]
- Traditional or customary adopted children of employee or partner
- A relative of the employee who permanently resides with the employee and who is dependent upon the employee for care and assistance.

In addition to bereavement leave for immediate family as outlined above, employees shall be entitled to request, by email to their Administrator with a copy to Human Resources, up to and including seven (7) consecutive calendar days for the death of any other person having a close personal relationship with the employee. If the employee is uncomfortable disclosing the nature of "close personal relationship" the request may be made directly to Human Resources. [Note: MoveUP provided verbal agreement on Feb 2 to the last sentence and the Employer agrees to MoveUP verbal suggestion to change "supervisor" to "Administrator" in the second line. Bereavement enhancements costed against Flexibility Allocation - approximately \$1000 per year]

~~Immediate family is defined as an employee's spouse, a parent, child, brother, sister, grandparent or grandchild of either the employee or the employee's spouse; or any other person permanently residing in the employee's household. Should the deceased have been an intimate, in the sense of a close personal relationship, such leave shall be requested in writing to the Manager of Human Resources. The word "spouse" shall be deemed to include a common law spouse and partners of the same sex irrespective of gender identities.~~

(d) Employee to Advise University

In the event the sudden bereavement prevents the application for leave to be made in writing, the employee shall make every effort to personally advise the University, or shall have the University advised, of the reasons for such emergency absence.

(e) Bereavement Leave During Vacation

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If an employee is on vacation at the time of bereavement, the employee shall be granted bereavement leave shall have the number of days of bereavement leave added to their vacation entitlement.

20.02 SPECIAL LEAVE WITH PAY

Any employee shall be entitled to special leave at their regular rate of pay for the following:

(a) Citizenship

Attend their formal hearing to become a Canadian citizen - one day.

(b) Mourning

Upon request to the Manager of Human Resources, reasonable leave to attend a funeral as a mourner.

(c) Family Responsibility

Upon request to the Manager, Human Resources, an employee may take up to four (4) days per year to meet responsibilities related to the care, health or education of their **immediate** family. Such time off work may be taken at one (1) time or in increments of one (1) or more hours to a total of twenty-eight (28) hours.

An employee on leave of absence without pay shall not be entitled to these leaves and an employee on vacation shall not be entitled to (b) Mourning or (c) Family Responsibility leaves.

(d) Cultural Leave for Indigenous Employees

(i) An Indigenous employee may request up to two (2) days' leave with pay per calendar year to observe or participate in traditional Indigenous activities that connect these employees to their culture and language. Approval will not be unreasonably withheld.

(ii) The employee will provide the Employer with the dates of the days for which leave will be requested. Wherever possible, the employee will provide a minimum of two weeks' notice for leave under this provision.

20.03 PUBLIC DUTIES

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The University shall grant, on written request, leave of absence without pay for:

(a) Seeking Election (Provincial or Federal)

The period of the Writ, for employees to seek election in a Provincial or Federal election.

(b) Seeking Election (Municipal)

A maximum of fifteen (15) days for employees to seek election in a Municipal election.

(c) Upon Election

If elected, the employee shall be granted leave of absence without pay for their term in office up to a maximum of six (6) years for election under 20.03(a) above, and up to a maximum of three (3) years for election under 20.03(b) above. Beyond the maximum term of leave herein, the employee shall be deemed to have terminated their employment with the University.

(d) Maintenance of Seniority

An employee granted leave under this Article 20.03 shall maintain seniority in the bargaining unit, but shall have no right to displace employees upon return. However, such an employee shall within the limits of the period of time allowed by this article, have the right to apply for vacant positions within their qualifications. In the event of a vacancy in a position which appears to be within the qualifications, skills and abilities of an employee returning from public duty leave, such vacant position need not be posted until a decision with respect to the suitability of the employee is reached.

20.04 LEAVE FOR COURT APPEARANCES

(a) Jury Selection/Jury Duty

The University shall grant leave with pay to employees who must attend jury selection or serve as jurors or Crown witnesses in a court action.

(b) Court Appearance

In cases where an employee's private affairs (other than those specified in Section 20.02) have occasioned a court appearance, a leave of absence without pay shall be granted for a period of time reasonably required by such court appearance.

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(c) Pay

An employee in receipt of their regular earnings while serving at court shall remit to the University all monies paid to them by the Court, except travelling and meal allowances not reimbursed by the University.

(d) Jailed Pending Appearance

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

20.05 ELECTIONS

Any employee eligible to vote in a Federal, Provincial or Municipal election or a referendum shall have four (4) consecutive hours during the hours in which the polls are open, in which to cast their ballot. The University shall designate the time of day in which the four (4) hours may be taken.

20.06 LEAVE OF ABSENCE WITHOUT PAY

(a) Requesting

Employees may request leave of absence without pay. Such request for leave shall be in writing to the Manager of Human Resources, who shall review the request and make every reasonable effort to obtain University approval. All approved leaves will be subject to the provisions outlined in Article 28.09 (b).

(b) Emergency Absence

In the event of a personal emergency, such as sudden notification of a serious family illness, which prevents the application for leave to be made in writing, the employee shall make every effort to personally advise the University, or shall have the University advised, of the reasons for an emergency absence, which the employee wishes to have treated as such leave.

20.07 PERSONAL LEAVE WITH PAY

Employees may request Personal Leave with Pay in circumstances where existing entitlements as set out in this Agreement prove insufficient. Such requests for leave shall be in writing stating the reason for the request to the Manager of Human Resources.

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20.08 COMMUNITY EMERGENCY

If an employee is called upon by the Municipality or the Provincial Government to aid the community served by the University in some disaster, the University agrees to retain the employee on the University payroll and agrees to reimburse the employee for the difference between any amount received for such service and their normal working day's pay. If an employee is on vacation leave or earned time off at the time of summons for such effort, the number of days so displaced shall be taken at a mutually agreeable time.

20.09 TERMINATION OF LEAVE

At the termination of a leave, an employee shall recommence performing the functions and duties they performed prior to the leave as evidenced by their Offer Letter.

20.10 DONATING BLOOD

An employee shall be granted leave of absence with pay for one (1) hour for the purpose of donating blood at a blood donor's clinic or health laboratory, subject to provision of documentary proof of such action.

20.11 EXAMINATION LEAVE

Leave of absence with pay shall be granted by the University to allow employees time off work to undertake examinations in respect of training or educational courses or programs required by the University or by mutual agreement between the Union and the University.

20.12 NO CALL BACK FROM LEAVE OF ABSENCE

- (a) Once an employee has commenced an approved leave of absence, such employee shall not be called back to work by the University without the consent of the employee.
- (b) Once an employee has commenced an approved leave of absence, such employee shall not return to work prior to the conclusion of the approved leave of absence without the consent of the University.
- (c) If an employee agrees to a call back to work by the University after the employee has commenced an approved leave of absence, the University shall reimburse the employee for any direct costs incurred by the employee as a result of such call back. The employee's remaining leave of absence

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shall, at the option of the employee, be rescheduled to a time mutually acceptable to the employee and the University.

20.13 GENDER TRANSITION LEAVE

An employee who provides a certificate from a medical practitioner confirming that the employee requires a leave of absence in order to undergo gender transition will be granted a leave for the procedure required during the transition period. The provisions of that leave will follow either an unpaid leave of absence or Article 18 – Sick Leave depending on the employee’s request and approval by the provider.

The Union, the Employer and the employee will work together to tailor the general transition plan to the employee’s particular needs.

20.14 DOMESTIC OR SEXUAL VIOLENCE LEAVE

An employee may require an absence from work to seek medical attention, counselling or other social or psychological services, or legal advice, or to seek new housing due to an employee and/or an employee’s dependent child or a dependent person under their care experiencing domestic/sexual violence. In such a case, the employee shall be granted leave consistent with the applicable legislation and the Employer will provide up to three (3) days of leave with pay per calendar year.

Such leave may be taken intermittently or in one continuous period. The Employee, or the Union on the Employee’s behalf, may request additional leave as provided elsewhere in this collective agreement including Article 20.07. Such request shall not be unreasonably denied.

The parties agree that if additional paid domestic or sexual violence leave is legislated into the Employment Standards Act in excess of what is provided under this article, the University will honor the amount of paid leave provided in the Employment Standards Act.

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ARTICLE 21 - MATERNITY / PARENTAL LEAVE

21.01 APPLICATION

All provisions of this Article apply equally to all genders.

21.02 MATERNITY / ~~AND~~ PARENTAL LEAVE

(a) Prior to the Date of Birth

- (i) An employee will be granted unpaid leave of absence for maternity or parental reasons relating to the birth or adoption of their child. Any absence granted under this policy will not exceed seventy-eight (78) continuous weeks, except as provided under Article 21.02(c). Thirty (30) days prior to commencement of the leave of absence, the employee will notify their Administrative Head of the number of weeks of leave they will be taking.
- (ii) Leave will begin at any time chosen by the employee during the six (6) week period immediately preceding the expected delivery date or date of adoption. Unless medical reasons make it impractical, employees qualifying for unpaid leave of absence shall provide notice as specified in Article 21.02(a)(i).

(b) On the Date of the Birth or Adoption

An employee not exercising any other entitlement under this Article shall be granted a two (2) day leave with pay on, or immediately prior to, or after the date of birth or adoption of their child. [Note Feb 2: Employer withdraws and accepts MoveUP's interpretation that "immediately" modifies both "prior" and "after".]

(c) Extension to the Leave

On written request, an employee shall be granted an extension of up to one (1) year to the ~~fifty-two (52) weeks of parental leave~~, leave taken in accordance with Article 21.02(a) provided the request is for medical reasons related to the infant and is supported by a medical certificate provided by the employee's physician. Any further extensions will be at the sole discretion of the University. There will be no annual vacation accrual during the extension period unless provided for elsewhere under the Collective Agreement.

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(d) Vacation Accrual While on Leave

Vacation entitlement shall continue to accrue while an employee is on leave for up to seventy-eight (78) weeks. Vacation earned pursuant to this clause may be carried over to the following year.

21.03 CESSATION OF EMPLOYMENT OR RETURN TO WORK

(a) Cessation of Maternity / ~~or~~ Parental Leave

Maternity / ~~or~~ parental leave shall cease when the employee:

- (i) resigns during the period of leave;
- (ii) elects not to return to their position at expiry of the leave, or fails to do so within the prescribed time limit.

(b) Return to Employment

Employees wishing to return to regular employment following maternity / ~~or~~ parental leave shall notify their Administrative Head in writing at least thirty (30) calendar days prior to the desired date of return.

21.04 POST MATERNITY OR PARENTAL JOB POSTING RIGHTS

(a) Job Postings/Competitions

The employee may apply while they are on maternity / ~~or~~ parental leave. On temporary postings, the employee must be available to return to work within fourteen (14) days of notification of being the successful applicant in a job competition; otherwise the Administrative Head will consider them to have withdrawn from the competition.

If the employee is the successful applicant on a permanent posting, then they may return to work earlier or at the expiry of their maternity / ~~or~~ parental leave.

(b) Continuation of Status

An employee on maternity leave / ~~or~~ parental leave who terminates by not returning to work, shall have the right to apply for job postings providing they maintain their status as a member in good standing of the Union.

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(c) Qualification

In order to qualify for the right to apply for job postings, the employee must advise the University of their resignation not later than twelve (12) weeks from the commencement of the leave of absence. The University may then proceed to fill the resultant job vacancy on a permanent basis.

21.05 BENEFIT COVERAGE

If an employee maintains coverage for medical, extended health, dental and group life insurance while on **maternity**/parental leave, the University agrees to continue to pay its share of premiums.

21.06 VACANCY CREATED BY GRANTING OF **MATERNITY**/PARENTAL ~~OR MATERNITY~~ LEAVE

(a) Filling a Vacancy

The University may fill the vacancy created by the granting of **maternity**/parental ~~or maternity~~ leave in accordance with Article 25. The employee selected to fill the vacancy shall continue to do so until the employee on **maternity**/parental ~~or maternity~~ leave has:

- (i) at the expiration of their leave, returned to their position;
- (ii) resigned, or advised the University of their election not to return to the position at the expiration of their **parental** leave, and the University has refilled the position.

(b) Extension

Where an extension is granted under Article 21.02(b)(ii), the corresponding extension of an appointment pursuant to Article 21.06 need not be posted.

21.07 APPLICATION OF SICK LEAVE

Sick leave does not apply during **maternity**/ parental leave.

21.08 TEMPORARY EMPLOYEES

A temporary employee who refuses an offer of employment because of/parental or maternity leave reasons shall not lose their status as a previous incumbent for the position. If the temporary position is to be extended when the employee wishes to return to employment, they shall have first right to the appointment. (Also 12.14(e) and 25.09).

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21.09 IMPACT OF LEGISLATION

The provisions for family related leave contained in this Article including, but not limited to, those concerning maternity / ~~and~~ parental leave are intended to establish minimum standards. If any applicable legislation provides leave provisions which are more favourable to the employee, such legislation shall apply and prevail.

21.10 SUPPLEMENTAL EMPLOYMENT BENEFIT FOR MATERNITY/ AND PARENTAL LEAVE

- a) ~~Effective the date of ratification,~~ When on maternity / ~~or~~ parental leave, a regular employee will receive a supplemental payment added to Employment Insurance benefits as follows:
- i) The supplemental payment, during the waiting period not covered by the Employment Insurance Benefits, shall be seventy five percent (75%) of the employee's average base salary.
 - ii) The allowance for the remainder of the twelve (12) month benefit period shall be an amount such that the combination of Employment Insurance benefits available for the standard maternity and parental leave and all other earnings shall not exceed seventy five percent (75%) of the employee's average base salary.

If the employee has opted for the extended parental EI Benefit, the aggregate amount of the entitlement may be divided into equal payments over the entire leave period, but shall not exceed the aggregate amount of the standard supplemental employment benefit.
 - iii) The average base salary for the purpose of Clauses 21.10 (a)(i) and 21.10 (a)(ii) 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.
- c) To receive Supplemental Employment Benefits, the employee shall provide the Employer with proof of application for and receipt of Employment Insurance benefits. An employee disentitled or disqualified from receiving

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Employment Insurance maternity / ~~or~~ parental benefits is not eligible for the Supplemental Employment Benefits.

- d) To be entitled to the above noted benefits, an employee must sign an agreement that they will return to work and remain in the University's employ for a period of at least six months or equivalent to the leave taken, whichever is longer, after their return to work.
- e) Should the employee fail to return to work and remain in the employ of the University for the return to work period, the employee shall reimburse the University for the benefits above on a pro-rata basis.

ARTICLE 22 - SAFETY AND HEALTH [Note: Agreed with amendments; sign off provided to MoveUP on 25Oct2022 - unreturned to date]

22.01 CONDITIONS

The Union and the University agree that regulations made pursuant to the Workers' Compensation Act, *the BC Occupational Health and Safety Regulation*, and/or any other statute of the Province of British Columbia pertaining to the working environment, shall be fully complied with.

22.01.1 Rights of Workers

(a) Right to Participate

The Union and the University agree that all employees have a right to participate in activities that determine their workplace safety, such as training, investigations, inspections, and risk assessments.

(b) Right to Know

The Union and the University agree that all employees have the right to know how to work safely, what are the hazards of the work, understand the processes, machinery, and equipment.

(c) Right to Refuse

The Union and the University agree that all employees have the right to refuse unsafe work – work they genuinely believe is dangerous and has a reasonable potential to cause harm to themselves or others, or damage property or equipment, without being disciplined. All employees refusing unsafe work shall participate in the investigation process.

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22.02 **JOINT HEALTH AND SAFETY COMMITTEE**

(a) **Definition and Duties of Committee**

~~The Union and the University agree to maintain a Health and Safety Committee comprised of two (2) representatives from each party. The Faculty Association may be invited to appoint two (2) members. The Committee shall make recommendations to the President on unsafe, hazardous and dangerous conditions with the aim of preventing and reducing risk of occupational injury and illness. A copy of all minutes of the Health and Safety Committee shall be sent to the Union and the University. The University shall post the minutes online and on the Health and Safety bulletin boards.~~

- (i) The University is required by law to maintain a Joint Health and Safety Committee in accordance with the *Workers' Compensation Act*.
- (ii) The Joint Health and Safety Committee will fulfill the duties as prescribed by the *Workers' Compensation Act*.
- (iii) The Committee shall make recommendations on unsafe, hazardous and dangerous conditions with the aim of preventing and reducing risk of occupational injury and illness.
- (iv) A copy of all minutes of the Health and Safety Committee shall be sent to the Union and the University. The University shall post the minutes online and on the Health and Safety bulletin boards.

(a.1) **Membership of the Committee**

- (i) Membership will be comprised of at least two (2) representatives from each party. The Faculty Association may be invited to appoint two (2) members. Additional guidance on Membership of the Committee will be guided by the *Workers' Compensation Act* and the Joint Health and Safety Committee Terms of Reference.
- (ii) The Union will select their worker representatives and alternate worker representatives to the committee in accordance with the *Workers' Compensation Act*.

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(b) Compensation

Any employee who serves on the **Joint** Health and Safety Committee shall receive their regular straight time rate of pay for:

- (i) attending meetings of the Committee;
- (ii) investigating safety matters at the direction of the Committee
- (iii) attending Joint Health and Safety committee training.

(c) Unsafe Conditions

Any employee may make a written or verbal representation concerning unsafe working conditions to the Health and Safety Committee.

22.03 UNSAFE CONDITIONS AREAS

~~No employee shall be required to work in an unsafe area.~~

All employees will first address safety concerns with their immediate supervisor. If the concern cannot be addressed by the immediate supervisor, the employee may provide a report to the Joint Health and Safety Committee.

22.04 RECOMMENDATIONS

The Union and the University agree that recommendations of the Health and Safety Committee where they are in accord with statutory requirements, shall be acted upon as soon as possible.

22.05 INDUSTRIAL OCCUPATIONAL FIRST AID REQUIREMENTS

The Union and the University agree that First Aid Regulations made pursuant to the Workers' Compensation Act shall be fully complied with. Where the University requires that an employee obtain, renew or upgrade their **Industrial Occupational** First Aid Certificate, any fees, tuition or costs of course materials and books shall be borne by the University.

22.06 TRANSPORTATION FOR EMPLOYEES REQUIRING MEDICAL CARE

Transportation from their place of work to the nearest physician or hospital for employees requiring urgent medical attention shall be at the expense of the University, unless covered by the insurance plans.

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22.07 SHUTDOWNS

If any work is temporarily shut down or modified as a result of:

(a) Health and Safety

a complaint by an employee about health and safety;

(b) Refusal to Work

a refusal to work in accordance with this Article or any applicable legislation;

(c) Order of Inspector

an order of a government inspector;

every affected employee shall be kept “whole” by the University with respect to all pay, seniority, benefits and any other rights or entitlements which have accrued to the employee under this Agreement had there not been any shutdown or modification. Affected employees may be assigned temporarily to other jobs within the bargaining unit, as long as they possess the knowledge, skills and ability for the other job, *in accordance with the BC Occupational Health and Safety Regulation.*

22.08 HEALTH AND SAFETY TRAINING

The University shall provide occupational health and safety training and education to every employee sufficient to enable each employee to work with maximum capability with respect to health and safety in their workplace at the University *in accordance with the Workers’ Compensation Act.*

ARTICLE 23 - WORK CLOTHING [Note: Unopened by either party, no change]

23.01 SUPPLY OF WORK CLOTHING

When an employee is required by the University to wear specific clothing or safety footwear other than that found in their personal wardrobe, the University shall provide the designated clothing and safety footwear at no cost to the employee.

23.02 PROTECTIVE CLOTHING

The University shall provide protective clothing for any job which requires it at no cost to the employee.

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23.03 MAINTENANCE OF WORK CLOTHING

It shall be the University's responsibility that clothing issued under sections 23.01 and 23.02 of this document, is maintained, cleaned and repaired and replaced as necessary, at no cost to the employees.

ARTICLE 24 - TECHNOLOGICAL CHANGE [Note: Unopened by either party, no change]

24.01 DEFINITION

"Technological Change" shall mean:

(a) Definition

the introduction by the University of a change in its work, undertaking, or business, or a change in its equipment or material from the equipment previously used by the University in its work, undertaking or business, or

(b) Introduction of Equipment

a change in the manner, method or processes in which the University carries on its work, undertaking, or business related to the introduction of that equipment or material.

24.02 CONSEQUENCES

(a) Introduction of Change

Where the University introduces or intends to introduce a technological change as defined in 24.01, which:

- (i) affects the terms and conditions or security of employment of one or more employees to whom the Collective Agreement applies, or
- (ii) alters significantly the basis upon which the Collective Agreement was negotiated,

the University shall provide the Union and affected employee(s), in writing, a minimum of thirty (30) days notice of such and at the time notice is provided, or as soon as possible thereafter, with the reasons in writing for the introduction of technological change and with as much information related to the technological change as possible.

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(b) Training

The University agrees that, prior to implementing technological change, it will make reasonable training in the new technology available to affected employees. Employees participating in such training outside of their normal working hours will be compensated for that time at their regular rate of remuneration, or at the discretion of their Administrator, will receive compensatory time off.

(c) Failure to Complete Training

Where such training has been made available, failure to participate in, or successfully complete, the training will not prevent or delay the introduction of the technological change.

(d) Election Not to be Retrained

Where an employee elects not to be retrained or does not successfully complete the retraining, the provisions of Article 24.06(a), 24.06(b), 24.06(c), 24.06(d) will apply.

24.03 DISCUSSION

Where the University has notified the Union of the intended technological change, the parties undertake to meet within the next thirty (30) days to discuss potential problems and attempt to reach agreement which will minimize the impact of such technological change on employees affected thereby.

24.04 RESULTING AGREEMENTS

Agreements reached during discussions between the parties shall be set out in a memorandum of agreement which shall have the same force and effect as the provisions of this Collective Agreement.

24.05 DISPUTE RESOLUTION

In the event that the introduction of technological change as defined in 24.01 creates a dispute between the University and the Union, either party may refer the matter to an arbitrator pursuant to Article 8 of this Agreement, bypassing all other steps in the grievance procedure.

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The arbitrator shall decide whether or not the University has introduced or intends to introduce technological change and, upon deciding that the University has or intends to introduce a technological change, the arbitrator shall:

(a) Findings

inform the Minister of Labour of their findings; and

(b) Action

may then or later make any one or more of the following orders:

- (i) that the change be made in accordance with the terms of the Collective Agreement unless the change alters significantly the basis upon which the Collective Agreement was negotiated;
- (ii) that the University will not proceed with the technological change for such period, not exceeding ninety (90) days, as the arbitrator considers appropriate;
- (iii) that the University reinstate any employee displaced by reason of technological change;
- (iv) that the University pay to the employee such compensation in respect to the employee's displacement as the arbitrator considers reasonable;
- (v) that the matter be referred to the Labour Relations Board.

24.06 NON DISPUTE

Where the Union does not dispute the introduction of technological change pursuant to Article 24.05, an employee who has received notice (per 24.02) must, prior to the expiry of ninety (90) days from receipt of that notice, elect one of the options available to them as listed below and according to Article 12.04:

(a) Bumping

bumping,

(b) Vacancy

a job vacancy or retraining for a job vacancy, or

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(c) Pay

severance pay,

(d) Vacancy per 12.08

a job vacancy as per 12.08.

ARTICLE 25 - APPOINTMENTS [Note: Agreed with amendments]

25.01 DEFINITION

A job opening occurs when there is a vacant position or anticipated vacant position to which the University currently intends to appoint an individual or any other opening for appointment.

25.02 JOB POSTINGS

(a) Posting

All job openings of one month or more not filled through the previous incumbency process shall be posted electronically for a period of not less than five (5) working days.

(b) Contents of Posting

All job postings shall contain applicable class specification information and criteria including:

- job title
- nature of position
- required qualifications
- required knowledge and skills
- salary range
- work day and work week
- position number

(c) Advertisements

Advertisements shall indicate that Capilano University is an equal opportunity employer and that Union membership in the Union shall be a condition of employment. If the bargaining unit status of the position has not been determined, the advertisement shall indicate that Capilano

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University is an equal opportunity employer, and that Union membership in the Union may be a condition of employment.

(d) Union to Get Copy of Posting

The Union will be provided with a copy of new or reclassified job postings at least twenty-four (24) hours prior to the new or reclassified job being posted.

25.03 APPOINTMENT PROCEDURES

(a) Durations of up to One (1) Calendar Month Maximum

While the method utilized by the University for staffing these needs shall be at its discretion, the University undertakes to refer, in a seniority sequence, former or current employees' names on the Recall List. It is clearly understood that insufficient lead time for an appointment of less than one (1) month will inhibit the University's ability to meet this undertaking. The University will advise the Union in writing of any renewals to one month hires. One month hires may be renewed twice, for a maximum duration of three (3) months, at which point, unless waived by agreement of the parties, the provisions of Article 25.03(c) will apply to any further hire.

(b) Durations from One (1) Calendar Month to Three (3) Calendar Months Maximum

- (i) Where the class specifications and major work area of a job opening is one for which there has been a previous appointment, a previous incumbent shall have the first right to the appointment, except where there is an employee on a Layoff List pursuant to Article 12.06(k) in which case Article 25.03(d) shall govern.
- (ii) If no previous incumbent is available for the appointment, or if there was no previous incumbent, the job opening shall be posted. Employees on the Recall List with over one hundred (100) hours of seniority may indicate their preference for receiving notice of postings by electronic communication, telephone access or regular mail. An onus shall rest with those on the Recall List to advise Human Resources, in writing prior to a given closing date, of their desire to be considered for the job opening.
- (iii) After the closing date, Human Resources shall refer the names of those on the Recall List who have declared their interest and the

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names of employee candidates to the recruiting area in seniority fashion. The names shall be referred in two listings:

first, the names by seniority of those who have work experience consistent with the type of employment available;

second, the names by seniority of all other candidates; these candidates will have work experience which is not consistent with the employment available.

(c) Duration of Greater than Three (3) Months

- (i) Where the class specification and major work area of a job opening is one for which there has been a previous appointment, a previous incumbent shall have the first right to the appointment unless the job opening is for a position created under Article 9.07, or where the job opening is of a temporary nature and where there is an employee on a Layoff List pursuant to Article 12.06(k) in which case Article 25.03(d) shall govern.
- (ii) Where no previous incumbent is available for the appointment, or if there was no previous incumbent, the job opening shall be posted and the University may simultaneously advertise the job opening. A copy of the job posting shall be forwarded by mail to all names on the Recall list with over one hundred (100) hours of seniority. An onus shall rest with those on the Recall List to apply in writing if they wish to be considered for the appointment.

(d) Precedence of Layoff List

- (i) In circumstances where any Layoff has been activated pursuant to article 12.06(k), the following procedure shall supersede those staffing processes set out in 25.03(a), 25.03(b), and 25.03(c) as such relate to Temporary hires.
- (ii) Pursuant to 25.03(d)(i), all employees on all Layoff Lists (as defined in Article 32) shall have priority rights to Temporary hires subject to Article 25.07.

(e) Precedence of Permanently Laid Off Employees

Where an employee has been permanently laid off pursuant to Article 12.03(b), any right arising under that employee's election of the job vacancy/retraining option as set out in Article 12.08 shall be a priority right

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over all temporary and regular staffing procedures set out in Article 25.03(a), 25.03(b), 25.03(c) and 25.03(d).

(f) Rights of Unsuccessful Candidates

On request, the University shall give an unsuccessful candidate for any job the reasons in writing why that employee's candidacy was not successful and the Union shall have the right to grieve the matter in accordance with clause 25.05 of this Agreement. [Note: Employer withdraws but notes that it interprets current language to require reasons only for candidates who are current employees.]

25.04 NOTIFICATION TO UNION

The Union shall receive an electronic copy of all Offer Letters for successful candidates and appointees.

25.05 RIGHT TO GRIEVE

There may be instances where the employee wishes to grieve the outcome of a selection. The process is outlined in 7.03.

25.06 INTERIM APPOINTMENTS

Any vacant position may be filled on an interim basis:

(a) Grievance

where a grievance has been filed under Article 25.05;

(b) Competition

while a competition to fill a job vacancy is in process.

25.07 APPOINTMENTS

(a) Required Knowledge, Skills and Abilities

Among those candidates who have the required knowledge, skills and abilities, the candidate with the most seniority shall be offered the appointment.

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(b) Seniority

Notwithstanding 25.07(a), **external candidates and** candidates with less than 375 hours of seniority shall be treated as if they had no seniority for the purpose of appointments to Regular positions.

(c) Compensation

If a successful internal applicant to a job posting is not placed in the new job within four weeks of the appointment, the employee will then be paid the rate of the new position, if greater.

(d) Job Duties

It is understood and agreed that any knowledge, skills and/or abilities which are established for any job must be related by the University, reasonably, fairly and consistently to the major job duties to be performed.

25.08 PROBATION

(a) Current Employee

A current employee appointed pursuant to Article 25.07 shall be on a probationary period of three (3) **month months**. For an employee working part time, the probationary period shall be the equivalent of three full months, i.e. 456 hours. The employee will be provided with an interim evaluation and a final review. If the employee finds the job unsatisfactory or is unable to meet the basic job requirements to the satisfaction of the University, the University shall either return them to their former position, or to one of an equal pay group.

(b) Former Employee

A former employee with seniority appointed pursuant to Article 25.07 shall be on the same probationary period set out in 25.08(a). However, if they are unable to meet the basic job requirements to the satisfaction of the University, their employment status shall be terminated.

(c) Incomplete Initial Probation Period

An individual appointed pursuant to Article 25.07, who has not completed an initial probation period of six months, shall serve a probationary period of six (6) months. If the employee is unable to meet the basic requirements

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to the satisfaction of the University, their employment status shall be terminated.

25.09 PREVIOUS INCUMBENCY

(a) Status

Arising out of the appointment procedures set out in 25.03, a previous incumbent shall not lose their status (of being a previous incumbent) by reason of their refusal to accept an employment offer of one month or less duration.

(b) Loss of Status

However any refusal by a previous incumbent of an employment offer of greater than one month shall result in their loss of previous incumbency status for the particular classification/area, unless reasonable grounds are given by the employee for such refusal (SEE ALSO 12.14(e) and 21.08).

25.10 EXTERNAL HIRES

If a vacancy cannot be filled under the preceding provisions of this Article, then the University shall have the right to hire from external sources, providing that the same knowledge, skills and abilities requirements are applied to external and internal candidates.

ARTICLE 26 - CLASSIFICATION [Note: Agreed return to SQ]

It is the intent of the Parties that all positions be equitably and fairly evaluated.

26.01 CLASS SPECIFICATION

Every job in the bargaining unit shall be covered by a Class Specification. Such class specifications will conform with Appendix "B".

(a) Copy of Class Specification to Employee

Every employee shall receive a copy of their class specification.

(b) Copy of Class Specification to Union

The Union shall receive a copy of all class specifications with point and factor detail.

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(c) Prior to Posting

Prior to posting of any position the University shall provide the Union with a copy of the class specification with point and factor detail.

(d) Overview of Duties

The class specifications shall contain an overview of the position and a list of the duties, responsibilities and qualifications an individual must possess in order to perform the work within the class specification.

(e) Shall Not Include

The class specification shall not include such phrases as “desired”, “preferred qualifications”, nor “all other duties as required”, “assists with more advanced duties” or “to act as a deputy for more senior staff members”. The phrase “performs duties related to the qualifications and requirements of the job” is permissible.

(f) Integrity to be Maintained

The integrity of the class specification plan shall be maintained. Towards this end, changes to the class specification shall not violate this Agreement, nor result in an unreasonable combination of functions or work requirements.

(g) University Not Bound

The creation of class specifications shall not bind the University to create and/or to fill the positions covered by such class specifications.

(h) Preparation

Class specifications shall be prepared by the University in consultation with the incumbent(s), wherever possible. Class specifications shall be issued for all positions with a duration of hire of three (3) months or more.

26.02 BENCHMARKS

Benchmarks will be established by mutual agreement of the parties during the life of the Collective Agreement.

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26.03 CLASSIFICATION REVIEW

(a) Request

Request for a classification review may originate with the employee, the Union or the University. These requests must be in writing to the Human Resources Department with one copy to the Union.

(b) Duties Have Changed

A reclassification review of a job is appropriate only when the job duties or responsibilities have substantively changed because of changes in the work or when the University or Union feels the job has been incorrectly classified.

(c) Process

A Human Resources Department representative and Union representative shall review the request with the employee. The classification review procedure must include the following:

- (i) a review of the changes to the class specification submitted in the request;
- (ii) the establishment, if possible, of the date on which the change of job duties occurred;

26.04 TEMPORARY RECLASSIFICATION

Prior to the implementation of a temporary reclassification, the University shall consult with the Union. Unless agreed to by the Union, no temporary reclassification shall exceed a duration of four (4) calendar months.

26.05 NOTIFICATION

(a) Request by Employee

Where a classification review is requested by an employee or the Union, the review shall be completed within sixty (60) calendar days. If the employee fails to provide information requested, which is necessary for completion of the review, within twenty (20) calendar days of receipt of the request, the review shall be deemed to be abandoned. The employee may refile their request.

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(b) Results to Union

The results of the classification review of a new position will be communicated to the Union, in writing, no less than twenty-four (24) hours prior to its posting. The results of the classification review of an existing position will be communicated to the Union, in writing, not less than three (3) days before the public release of the information. Such results shall include the point and factor detail and any revisions to the class specification. If reclassification is not granted, the notification shall contain all reasons for the refusal.

26.06 RIGHT TO APPEAL

(a) Disagreement

If, within twenty (20) calendar days of receipt of the results of the classification review, the employee or the Union advises the University, in writing, of its disagreement with the result, one University representative and one Union representative, with expertise in job evaluation, shall meet and attempt to resolve the disagreement.

(b) Failure to Resolve Dispute

If the parties are unable to resolve the disagreement, the Union may refer the disagreement to the Classification Adjudicator within thirty (30) calendar days of the failure to reach agreement, or the expiry of thirty (30) calendar days of the date of the meeting, whichever comes first.

(c) Classification Adjudicator

In the event the University does not render a decision within sixty (60) calendar days per Article 26.05 a), the Union may refer the classification review to the Classification Adjudicator.

26.07 SALARY ON RECLASSIFICATION

(a) Increase in Salary

An increase in salary resulting from a classification review shall be retroactive to the beginning of the pay period in which the date of change of job duties occurred, or, when no date can be established, retroactive to the beginning of the pay period in which the request for classification review was received by the Human Resources Department.

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Retroactive payment shall be based on all hours worked, including overtime.

(b) Step Placement

On reclassification of an employee's position, the employee shall move to the same step in the new salary as they were in the former pay group.

(c) Increment, Seniority and Benefits

Reclassification will not affect an employee's increment date, seniority, or entitlement to fringe benefits.

(d) Decrease in Salary

A decrease in salary resulting from a classification review shall mean that an employee's salary will be maintained above the maximum of the salary range for their job until such maximum is raised to a level above their salary. Red circled salary treatment. Any employee whose salary is blue circled at the date of this agreement will remain blue circled under this provision.

26.08

ADJUDICATION

(a) Adjudicator

The Parties agree to select a Classification Adjudicator on a rotational basis, depending on availability, from the following list:

Heather Laing
John Kinsey

The adjudicator's responsibility is to resolve classification disputes arising from this Article through the application of the agreed upon classification plan. The adjudicator shall proceed as soon as practical to resolve classification appeals by investigating the dispute, consulting with the parties, and may include a hearing and on-the-job review by the adjudicator. The adjudicator's decision will be final and binding on the parties.

(b) Resolution

Where the Union has referred a matter to adjudication (the named Adjudicator) will resolve the disagreement as expeditiously as possible. Such resolution shall become the classification level for the disputed position and shall become a benchmark under this Article.

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(c) Disagreements

In resolving disagreements under this Article, the classification Adjudicator shall be governed by the terms of the agreed upon classification plan between the Parties dated April, 1989.

(d) Costs

All costs of the Classification adjudicator shall be shared equally between the Union and the University.

26.09 JOB CLASSIFICATION REVIEW

- (a) The University and the Union agree that they will each provide their own Job Evaluation Specialist on an on-going basis when needed to meet the deadlines set out in the Agreement for resolving classification review requests by employees.
- (b) The University and the Union agree that a "Job Evaluation Specialist" is an individual who has job classification as the primary responsibility of their employment with the University or the Union.

ARTICLE 27 - PAYMENT OF WAGES AND ALLOWANCES [Note: Agreed with amendments]

27.01 EQUAL PAY

The University shall not discriminate ~~between male and female employees by employing a person of one sex for any work at a rate of pay that is less than the rate of pay at which a person of the other sex is employed for~~ between two employees by providing differential rates of pay for similar or substantially similar work based on prohibited grounds of discrimination in accordance with the Human Rights Code.

27.02 PAY DAYS

(a) Biweekly Pay

Employees shall be paid biweekly. Where the pay dates fall on other than normal business days of the University, the applicable pay date shall be on the preceding business day prior to the pay date.

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(b) Method of Pay

The University shall deposit an employee's pay cheque in an account at a financial institution designated by the employee. This provision applies to all employees paid on a semi-monthly (as opposed to hourly) basis.

27.03 RATES OF PAY

An employee shall be paid for services rendered at the rates of pay set forth in Appendix "E".

27.04 APPOINTMENT TO NEW POSITION

(a) Higher Pay Group

An employee who is appointed to a position with a higher pay group shall be paid at a rate in that pay group determined in the following way:

- (i) If they have less than 5,460 hours of seniority at the appointment, they shall be paid at the rate in the pay group which is immediately higher (i.e., the next step on the pay plan) than the rate they received in their former pay group.
- (ii) If they have 5,460 or more hours of seniority at the appointment, they shall be paid at the rate in the pay group which is two (2) steps higher (i.e., two (2) steps on the pay plan) than the rate they received in their former pay group.

(b) Pay Group

An employee who is appointed to a position with the same or lesser pay group, shall be paid at the rate in that pay group which is equal to or the next lesser, if there is none equal, than the rate they received in their former pay group.

27.05 SUBSTITUTION

(a) Definition

Substitution arises out of the University requesting and an employee agreeing to temporarily perform the duties of another class specification. The request shall be in writing indicating the position title. The University will make every reasonable effort to ensure the equitable distribution of substitution amongst employees.

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(b) Pay

An employee who substitutes shall continue to receive their regular rate of pay as a minimum applicable rate.

(c) Higher Class Specification

When an employee agrees to substitute into a higher (rate) class specification they shall be paid at the same step they hold in their former position and the pay group for the appropriate classification.

(d) Calculation of Higher Rate of Pay

(i) The higher pay rate shall apply for the period worked, providing this period is at least fourteen (14) hours.

(ii) Effective November 1, 1993, the higher pay rate shall apply for the period worked, providing this period is at least seven (7) hours.

(e) Duration

Except as agreed by the Parties, substitution may not exceed a duration of four (4) months.

(f) Return to Former Position

Employees return to their former position upon completion of substitution period.

27.06 MILEAGE ALLOWANCE

Authorized employees using their personal vehicle for University business, at University request, will be paid at the prevailing Board rate in accordance with [the applicable travel and business expense policy](#) ~~Employee Expense Policy E207~~, but not less than \$0.55 per kilometre.

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27.07 EMPLOYEE'S VEHICLE

(a) Vehicle

It shall not be a condition of employment for an employee to supply a vehicle. An employee may refuse to use their private vehicle on University business.

(b) Driver's License

It shall not be a condition of employment for an employee to hold a valid B.C. Driver's license unless the job specifically requires that they drive a University vehicle.

Notwithstanding the above, the University and the Union agree that the following positions may include a requirement for a valid B.C. Driver's license:

Alumni Relations Officer
Audience Services Assistant
Business Development & Operations Assistant, Continuing Studies & Executive Education
Career Development Officer
Career Services Assistant
~~Community Engagement Facilitator~~

Development Officer – Sponsorship
~~Education Planning and Advising Officer~~

Employer Engagement and Experiential Learning Facilitator
~~Energy and Technical Services Specialist~~

Events and Ceremonies Assistant
Facilities Inventory Assistant
Film Centre Technical Supervisor
~~First Nations Liaison Officer~~
~~First Nations Indigenous Student Recruitment Advisor~~
~~Health and Safety Emergency Preparedness Assistant~~
~~Health, Safety and Environment Advisor~~

International Outreach and Events Officer
International Student Admissions and Recruitment Assistant
International Student Engagement Facilitator
International Student Recruitment and Admissions Advisor

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Marketing and Communications Assistant, Continuing Studies & Executive Education

Media Production Specialist

Motion Picture/Film Crafts Technician

Program Administrator (CSEE)

Programs Assistant

Production Technician

Security Specialist - Locksmith

Senior Development Officer

Student Recruiter

Supervisor, Cap U Lonsdale

Supervisor, Recruitment and Transition

Visual Media Specialist

Work-Integrated Learning (WIL) Project Liaison

Other positions may be added to this list only by mutual agreement of the Union and the University.

27.08 TRANSPORTATION

In circumstances where an employee must work after 10:00 pm and before 6:30 am, the University shall, at ~~their~~ the employee's request, reimburse them for taxi transportation covering the trip to or from work.

27.09 PAY MATRIX (INCREMENTS)

Increments shall be granted to all employees in accordance with the accrual of 1,820 hours of seniority from the date of initial placement or previous increment.

27.10 REIMBURSEMENT FOR PARKING EXPENSES WHILE ON UNIVERSITY BUSINESS

Other than when parking at the employee's work place, the University shall reimburse an employee in full for any parking expenses incurred by the employee when using their personal or other vehicle for the business purposes of the University.

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ARTICLE 28 - HEALTH AND WELFARE

28.01 ~~BASIC MEDICAL PLAN UNIVERSITY BENEFITS PLAN~~

Benefits Eligibility

All employees with an employment status of twenty (20) or more hours per week for four (4) or more consecutive months per year may participate in the ~~Capilano University benefits plan, Basic Medical Plan,~~ premiums for which will be paid by the University during periods of employment.

28.02 LONG TERM DISABILITY

(a) Participation

All employees with an employment status of twenty (20) or more hours per week for four (4) or more consecutive months per year must participate in the Long Term Disability Plan. The employee shall pay 100% of the premiums for the coverage afforded by the Plan during periods of employment. The Plan shall provide 66.7% of the employee's regular monthly salary up to \$2,500 per month plus 50% of monthly salary above \$2,500 per month.

(b) Coverage and Eligibility

Coverage and eligibility shall be governed by the terms of the Plans. The Union is aware of the name of the Insurance Consultant to the University.

See Appendix D for information on the Appeal Process.

28.03 FLEXIBLE BENEFITS PLAN

The University agrees to arrange and administer the Flexible Benefits Plan. Benefits covered include:

- Life Insurance
- Accidental Death and Disablement
- Extended Health
- Dental
- Orthodontic
- Health Funding Account
- Other benefits may be added by mutual consent

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The University will provide funding for the default level of coverage (where applicable).

(a) Eligibility

(i) Regular Employees

All Regular (Full Time and Part Time) employees with an employment status of twenty (20) or more hours per week must participate in the Flexible Benefits Plan. For Dental Coverage, a new Regular employee must complete the six (6) month period for eligibility. A Benefit Year is defined as that period commencing on April 1 and ending on the succeeding March 31.

(ii) Temporary Employees

All Temporary employees with an employment status of twenty (20) or more hours per week for four (4) or more consecutive months per year will receive only the Default level of coverage (paid by the University) for those plans for which they are eligible (default levels are described below). These plans include Extended Health, Dental, Life Insurance and Accidental Death and Disablement Insurance. For Dental Coverage for an employee with a definite duration of employment, four (4) clear months of employment must remain after completion of the six (6) month period for eligibility, all of which must be continuous. Temporary employees will not gain access to a spending account by waiving enrolment in any benefit plans.

(b) Spending Account

(i) Each eligible employee shall have a Spending Account, the value of which shall be the premium for providing coverage as follows:

- Life Insurance two (2) times annual salary
- Accidental Death and Disablement two (2) times annual salary
- Extended Health default level coverage
- Dental default level coverage
- Orthodontics default level coverage if eligible

The dollar value of the coverage shall be determined against the employee's status (i.e. single, couple, family with dependants).

(ii) Eligible employees may increase or decrease their Spending Accounts by choosing to participate in any of the plans at other than the default level of coverage.

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- (iii) If a Spending Account has a negative balance, the University may recover the amount necessary to cover that balance by deduction from the employee's salary and/or other amounts owed by the University to the employee.

(c) Selection

All eligible employees must maintain the mandatory coverage in Group Life Insurance and Accidental Death and Disablement as described in 28.03(g) and 28.03(h). Once every four years, eligible employees shall select their coverage level from amongst the available options. An eligible employee whose family status changes during the four year cycle (i.e. couple to single, single to couple, new dependants) may apply to change their dependant level based upon that change in family status. [\[Note: article cross-references corrected in this para\]](#)

(d) Administration of the Plan

During each year, all enrolled employees shall receive an accounting of their Spending Account for the current Benefit Year.

Following receipt of the accounting, each enrolled employee shall select at least one designation for any unspent money in the Spending Account. Such designation could include:

- Directing it to be allocated to the Health Funding Account
 - Depositing it in the University's group Registered Retirement Savings Plan
- Directing it to be paid as taxable income
- Directing it to other non-taxable purposes (such as professional development)

If the employee does not make a choice, the default allocation will be having it paid as taxable income.

Any employee may appeal to the ~~Joint Benefits Review Subcommittee~~ of the Joint Standing Committee about any aspect of the Flexible Benefits Plan, including eligibility for coverage, eligibility of particular expenses for reimbursement, and the amount of premium prepayment required. The committee may recommend any action that it feels is appropriate in the circumstances [within the limitations of the benefits carrier contract](#).

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(e) Dental Plan Coverage

Default level is:

- No annual deductible
- Plan A: 100% reimbursement for eligible basic and preventive work
- Plan B: 75% reimbursement for eligible restorative work
- Plan A & B combined: \$1,750 per calendar year maximum reimbursement per month (employee and dependants covered under the plan)

Options:

The deductible is increased from zero to \$100 per month per year (maximum of four mouths), or

The deductible is increased from zero to \$250 per month per year (maximum of four mouths).

(f) Orthodontic Coverage

Default level provides per dependant under the age of 19, reimbursement of 50% to a lifetime maximum of \$2,500 per dependant.

Option is for no coverage.

(g) Life Insurance Coverage

Default level is an amount equal to two (2) times annual salary.

Options:

Coverage may be increased (to a maximum of \$305,000) or decreased (to the minimum mandatory level of coverage of \$5,000) in units of \$50,000.

Coverage ceases at age 65.

(h) Accidental Death and Disablement Coverage

Default level is an amount equal to two (2) times annual salary.

Options:

Coverage may be increased (to a maximum of \$305,000) or decreased (to the minimum mandatory level of coverage of \$5,000) in units of \$50,000.

Coverage ceases at age 65.

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(i) Extended Health Coverage

Default level is:

- \$25 annual deductible for single, couple, or family
 - 80% reimbursement of eligible expenses
 - Prescription drugs; prescription drug reimbursements will only be issued for those prescription drugs that are included under the BC Provincial Pharmacare Formulary.
 - Ambulance
 - Hospital user fees
 - International travel assistance
 - Vision care (reimbursement to a maximum of two hundred dollars (\$200) per year or four hundred dollars (\$400) every two years per eligible employee or dependant)
- All other items that were covered in the Extended Health plan with Canada Life effective May 1st, 1992, with additions dated March 1st, 1996.

Options:

Deductible raised to \$250 per year; or

Deductible raised to \$500 per year and no prescription drug coverage.

Effective January 1, 2016, the extended health coverage will be as follows:

Default level is:

- \$50 annual deductible for single, couple, or family
 - 80% reimbursement of eligible expenses
 - Prescription drugs; prescription drug reimbursements will only be issued for those prescription drugs that are included under the BC Provincial Pharmacare Formulary.
 - Ambulance
 - Hospital user fees
 - International travel assistance
- Vision care (reimbursement to a maximum of two hundred dollars (\$200) per year or four hundred dollars (\$400) every two years per eligible employee or dependant)
- All other items that were covered in the Extended Health plan with Canada Life effective May 1st, 1992, with additions dated March 1st, 1996.

Options:

Deductible raised to \$275 per year; or

Deductible raised to \$525 per year and no prescription drug coverage.

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(j) Health Funding Account

No default level exists, but eligible employees may once per year allocate amounts for the Health Funding Account. This account may be used for medical and dental claims and recognized alternate professional health care coverage not eligible for coverage under other aspects of the flexible benefits plan, that are considered eligible medical expenses by Revenue Canada. Any funds not used after two years are forfeited in order to maintain the insurance aspect of the plan.

28.04 BENEFITS NOT CHANGED EXCEPT THROUGH NEGOTIATIONS

The insurance and welfare benefits shall not be changed or modified during the life of this Agreement except by negotiation and the mutual agreement of both parties.

28.05 COVERAGE REQUIRED BY LAW

The University shall deduct such sums as are required by law and make such contributions on behalf of employees as legislation binding upon the University may require. Examples are: E.I., ~~W.C.B.~~, C.P.P. Municipal Pension Plan where applicable.

28.06 EMPLOYEE'S RESPONSIBILITY FOR BENEFIT COVERAGE

(a) Benefit Plans

All benefit plan coverage, terms, conditions and specific eligibility requirements shall at all times be covered by the actual terms and conditions of the benefit plans as amended from time to time. Any benefit plan description contained in this agreement is provided only for the purpose of general information.

(b) Employee Responsible for Details

It is understood and agreed that it is the responsibility of each employee to be familiar with the specific details of coverage and eligibility requirements of all benefit plans and that neither the Union nor the University has any direct responsibility for insuring that all requirements for eligibility or conditions of coverage or entitlement to benefits are made by the employee beyond the obligations specifically stipulated in this Agreement.

(c) Requesting Information

The actual policy contracts arranged with insurers shall be deemed to be an integral part of this agreement. The University and the Union shall make

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every effort to provide promptly any information regarding the benefit plans, to any employee requesting it.

28.07 LIMITATION OF LIABILITY OF UNIVERSITY

The Union recognizes and agrees that the University's obligation and liability with regard to providing the benefit and insurance coverages agreed to herein is in all events limited to arranging for the underwriting of coverages by insurers and internal procedural administration of the plans. The University cannot be held liable for refusal by insurers to underwrite any plan, for cancellation of coverage by insurers, or for the rejection of any claim or claims by insurers.

28.08 "BRIDGE PERIOD" BENEFIT COVERAGE

During their "Bridge Period", an employee shall maintain the coverage of those plans they have been participating in. Both the University and the employee shall continue paying their share of the premiums, and the employee's share must be paid in advance.

28.09 BENEFIT COVERAGE DURING LEAVE OF ABSENCE

(a) Leave of Absence Without Pay

The parties to this Agreement recognize and agree that except where specifically provided in this Agreement, all benefits and entitlements provided by this Agreement are suspended for an employee who is absent on a leave of absence without pay.

(b) Employee Must Maintain Coverage

Where an employee has been granted an approved leave of absence without pay, in excess of thirty (30) calendar days, and the employee has been participating in the following benefit coverages:

Group Life Insurance	28.03(g)
Accidental Death & Disablement Benefit	28.03(h)
Long Term Disability	28.02
Dental Plan	28.03(e)

the employee must, as a condition of being granted the leave of absence, maintain the coverages in those plans. The employee must pay 100% of the premiums for those coverages during such leave in advance.

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28.10 ENROLMENT

Enrolment in any Benefit or Insurance Plan is not completed until the employee has completed an Application/Waiver form (Appendix "C"), and application cards have been signed by the employee, acknowledged by the University and acceptance by the Insurer has been confirmed.

28.11 DEDUCTIONS: PREMIUMS AND CONTRIBUTIONS

The administrative procedure applicable to a benefit or insurance plan shall determine if the deduction of an employee's contribution toward the premium payments precedes or follows the coverage period to which it is applicable.

ARTICLE 29 - GENERAL CONDITIONS

29.01 POLITICAL ACTIVITY

The University agrees not to apply restrictions on employees who wish to engage in political activities on their own time.

29.02 CONTRACTING OUT

(a) Work Normally Performed by Employees

The University agrees not to contract out any work normally performed by employees covered by this Agreement, as of the date of signing of this Agreement, which would result in the laying off or displacement of such employees, or which would delay the recall of employees who have been laid off or the rehire of employees on the Recall List.

(b) Contracts for Work

The University will consult with the Union if any contract for work which could be performed by members of the bargaining unit falls for renewal during the period when employees are laid off or displaced or on the Recall List.

(c) Discussions with Union

Any contract which the University contemplates and which is a break in the present pattern of work contracted out by the University will be discussed with the Union.

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(d) Exceptions

Notwithstanding the aforementioned provisions of this Article, it is mutually agreed to exempt from application of 29.02(a) and 29.02(b) the following existing areas of contracted services: janitorial, security, payroll, accounting and food. This provision has application until and unless a ruling or direction of the Labour Relations Board of British Columbia nullifies its effectiveness.

29.03 CONSULTATION

(a) Change in Equipment

Where a requirement arises to change, replace or add to existing equipment, employees using such equipment must be consulted prior to the rental or purchase of such equipment for their working area.

(b) Renovations

Where renovations which may affect the working area of employees are planned for an existing building, employees from the areas concerned shall be consulted regarding such renovations, before they may begin.

(c) Consultation

Where permanent change is considered in the location of work areas or in working procedures, employees concerned must be consulted before any changes may begin.

(d) Implication of Consultation

The consultation as noted above does not in any way imply that the University's decision to act is subject to employee consent, only that they are consulted.

29.04 COMMUNITY FACILITIES

Employees shall be allowed the use of University recreational facilities such as tennis courts, exercise room, etc. during hours scheduled for such purposes.

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29.05 ABSENCE WITHOUT LEAVE

(a) Absence Without Notification

If an employee is absent without having notified the Human Resources office of the University, and the University has been unsuccessful in a reasonable attempt to contact the employee, such absence may be treated by the University as just cause for discipline.

(b) Repeated Absence

Repeated absence without leave may be just cause for termination. [Note: Employer's proposal to delete "Repeated" was made to remove the ambiguity; the language is silent with respect to a single absence without leave, for which the employer takes the position that that circumstance may also give rise to just cause for termination. Employer withdraws its proposal without prejudice to that position.]

29.06 RETIREMENT

(a) Age of Retirement

An employee may retire effective at the end of the pay period in which the employee attains the age of 65.

(b) Rights and Privileges

An employee working beyond the age of sixty-five (65) shall continue to receive all the rights and privileges provided in this Agreement except those specifically excluded by legislation or the provisions of a benefit plan.

(c) Library Card and Access to Facilities

A retiree shall be provided with a library card at no charge as a community borrower and allowed access to the University's facilities as if they were a registered student.

(d) Tuition Costs

The University shall waive all tuition costs of any courses taken at the University (subject to the restrictions in 29.10 (b) and (c)) by retirees provided the employee has completed a minimum of five (5) years service with the University and no additional costs result to the University by the employee's enrolment in the course.

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(e) Employee Assistance Plan

Retirees shall have access to the Employee Assistance Plan as if they were employees of the University for a period of two (2) years immediately following the date of retirement.

29.07 EARLY RETIREMENT PLAN

(a) Eligibility

The University shall offer to any employee, who requests early retirement, the choice of one of the early retirement incentive alternatives described herein, provided the employee meets the following qualifications:

- is age 55 or over;
- has a minimum of ten (10) years of pensionable service under the Municipal Pension Plan;
- is a regular employee at the time of early retirement;
- is on the maximum step of the salary scale;
- elects to cease employment with the University for the purposes of retirement.

The University is not required to offer early retirement to an employee under this provision where the costs of such early retirement will not be entirely recovered through the lower costs of a replacement hire in the two years following the effective date of the retirement.

(b) Agreement

An employee has the right to accept or decline an early retirement incentive offer made by the University within thirty (30) days of the offer being proposed. In the event of acceptance of an offer of early retirement, the employee's date of retirement or commencement date of leave under Option "B" hereof shall be effective on a date mutually agreed upon between the employee and the University.

- (i) Agreement shall be in writing and shall specify the early retirement date with the incentive option agreed upon.
- (ii) Acceptance must take place before the termination date of this Agreement. Retirement or commencement of leave under Option "B" hereof may take place after the termination date of this Agreement.

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(c) Benefit Options

(i) Lump Sum Payment (Option "A")

The retirement benefit will be paid in one sum on the date of retirement or on an agreed-upon deferred date or in predetermined instalments acceptable to the employee, and will be based on scale salary without allowances in the following amounts:

Full Years to Retirement	Payout
1	Up to 15% of annual salary
2	Up to 30% of annual salary
3	Up to 45% of annual salary
4	Up to 60% of annual salary
5 or more	Up to 75% of annual salary

(ii) Purchase of Past Service Contributions for Early Retirement (Option "B")

The University will purchase, on behalf of the employee, past service contributions to the Municipal Pension Plan equivalent to the value of the lump sum payment to provide for immediate early retirement benefits.

(d) Financial Counselling

Each employee who accepts one of the foregoing incentives is entitled to attend a financial Planning Workshop and to receive three (3) subsequent personal financial consultations conducted by a firm of qualified financial consultants selected by the University. Fees for consultative sessions to a maximum of \$80 per session will be borne by the University.

29.08 EMPLOYEE FILE

(a) Inspection

An employee may, at a mutually convenient time, inspect the contents of their Personnel File. Any document found therein may be copied. If the contents of any document on file are disputed, the eventual resolution, be it through the grievance procedure or otherwise, shall be entered in their file.

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(b) Incidental Information

The University and the Union agree that in the interest of good communication, employees shall receive copies of incidental written complaints and positive reports on their performance which, although they do not constitute Personnel file documentation, have been brought to the attention of an Administrative Head. Employees will be given the opportunity to reply to incidental complaints.

(c) Union Access to Employee Personnel Files

A representative of the Union shall have the right to read and review an employee's personnel file on written authorization of the employee and upon reasonable notice and by written request to the Human Resources Department. On request, the Union Representative shall be provided with copies of all pertinent documents.

See also Article 10.06.

29.09 EVALUATION

When an employee's performance is evaluated, the employee concerned shall be given the opportunity to read and review the evaluation. The procedure shall provide for the employee's acknowledgement through signature that they have read the evaluation and have been given a copy of it. The procedure shall also provide that an employee may comment on the evaluation and that their comment shall be considered as part of that evaluation.

29.09.1 PERFORMANCE MANAGEMENT

If the Employer determines that a permanent employee is failing to meet the performance expectations of their job due to competency-related inadequacies, on a non-culpable basis, the following provisions will apply:

- (a) the University will provide a written notice to the employee, with a copy to the Union, outlining the inadequacies.
- (b) the Administrator and the employee will work together, for a period of not less than four (4) months, in an endeavour to raise the employee's performance to an acceptable level of competency.
- (c) the employee will be apprised of their progress during the aforementioned period at intervals of not less than one (1) month.

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- (d) if the Employer determines that the employee's performance remains below the acceptable level of performance or competency at the end of the performance management period outlined above, the Union and the University shall meet to discuss remedial options which may include the placement of the employee in a vacant position at the University for which they would be more suited and have the required knowledge, skills and abilities.
- (e) should such vacancy exist, and provided the University, Union and employee agree, the employee shall be placed into that position.
- (f) should no such vacant position exist, (or where all three parties do not agree on a placement), the University may place the affected employee on unpaid leave until such a position becomes available or another arrangement is mutually agreed-upon.

29.10

CAPILANO UNIVERSITY COURSES

(a) Credit Courses

Any employee with an employment status of twenty (20) or more hours per week may register for unlimited Capilano University credit courses without payment of tuition fees and registration fees.

(b) Continuing Education Courses

Any employee and their current spouse and children may register for a total of three (3) Capilano University continuing education courses (credit free) in any calendar year without payment of tuition fees. In the case of continuing education courses (credit free) the employee shall be entitled to the waiver only after the minimum enrolment has been met by fee payers. There shall be no waiver for non-tuition costs such as travel costs for field trips, excursions, and tours. [Note: Employer proposal to add "dependent" before "children" withdrawn without prejudice to our position that the benefit only extends to dependent children]

(c) Cost Recoverable/Non-base Funded Courses

In the case of credit courses that are offered on a cost recoverable basis (i.e. non-base funded courses), only the amount of tuition equivalent to the fees for a regular base funded credit course shall be waived; any additional tuition costs must be paid by the employee.

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(d) Time Spent Attending a Course

Such courses shall be taken outside the employee's normal working hours. If such courses are only offered during regular working hours, permission shall be obtained from the Administrative Head responsible to enable course attendance provided that arrangements satisfy the making up of time absent at no cost to the University. Where permission has been granted, the employee may request to use their accrued and unused vacation time, subject to the Administrator's approval, instead of making up the time.

(e) Commencement and Completion

All courses taken must commence and end within the duration of an employee's employment status. If an employee ceases to be employed by the University before completion of a course, they may be required to pay the tuition fees for the course.

~~29.11~~ ~~MULTIPLE APPOINTMENTS~~

~~Where an employee holds more than one (1) appointment with the University within the Union's certification, the University shall review Health Benefit entitlements on an "individual case" basis and extend where possible benefit coverage based on multiple appointments.~~

29.12 PERSONAL AND SEXUAL HARASSMENT

(a) Prohibition Against Personal and/or Sexual Harassment

The University recognizes the right of all employees to work in an environment which is free of personal and/or sexual harassment. Accordingly, the personal and/or sexual harassment of any employee is prohibited.

The Parties also recognize the right of students to learn in an environment free from personal and/or sexual harassment.

(b) Definition of Personal Harassment

Any discriminatory behaviour at or related to the workplace which denies an individual their dignity or respect or which adversely affects their terms or conditions of employment or their job security or career advancement prospects by creating an intimidating, coercive, restrictive, offensive, embarrassing or humiliating work environment is considered to be personal harassment.

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Such prohibited discriminatory behaviour is defined as any discrimination on the basis of race, national or ethnic origin, colour, citizenship, place of residence, age, sex, sexual preference or orientation, marital status, family status, number of dependants, pregnancy or childbirth, physical or mental disability where the disability does not render the employee incapable of fulfilling their employment duties and obligations, conviction for which a pardon has been granted, political or religious affiliation or beliefs, or membership or activity in any trade union.

(c) Definition of Sexual Harassment

Sexual harassment is comment or conduct of a sexual nature, including sexual advances, requests for sexual favours, suggestive comments or gestures, or physical contact, including assault, when any one of the following occurs:

- (i) the conduct is engaged in, or the comment is made by, a person who knows, or ought reasonably to know, that the conduct or comment is unwanted or unwelcome;
- (ii) the conduct or comment has the effect of creating an intimidating, hostile or offensive environment, and may include the expression of sexist attitudes, language and behaviour;
- (iii) the conduct or comment exploits the fiduciary relationship between students and employees of the University;
- (iv) the conduct or comment is accompanied by a reward, or the express or implied promise of a reward, for compliance;
- (v) the conduct or comment is accompanied by reprisal, or an express or implied threat of reprisal, for refusal to comply;
- (vi) the conduct or comment is accompanied by the actual denial of opportunity, or the express or implied threat of the denial of opportunity, for failure to comply.

(d) Complaints

An employee who believes that they have a complaint of sexual harassment or personal harassment is encouraged to make a direct request of the respondent that the offensive behaviour or actions cease. If the request is unsuccessful, or if it is considered inappropriate, or uncomfortable to make

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such a request, the complainant may seek the confidential advice of the Union or ~~Human Resources~~ ~~the Harassment Policy Advisor~~.

- (i) An employee may initiate a grievance under this clause at any step of the grievance procedure or the procedures set out in the ~~Capilano University Harassment Policy and Procedures document, dated July 18, 2018~~ ~~Discrimination, Bullying and Harassment Policy~~. Grievances under this clause will be handled with all possible confidentiality and dispatch. An employee who commences a complaint under the Capilano University Harassment Policy and Procedures document shall not forfeit their entitlement to pursue a complaint through the grievance procedure under the Collective Agreement. [Note: reflects MoveUP verbal agreement on Feb 2]
- (ii) If the alleged offender is an employee covered by the Union's certification, they shall be entitled to notice, as soon as possible, of the substance of the personal and/or sexual harassment complaint made against them.
- (iii) During any investigation and/or grievance procedure, the University agrees to monitor the working environment of individuals involved to protect their rights pursuant to Article 29.12 (a).
- (iv) The university agrees to share all investigative findings from the grievance process subject to the approval of the complainant, and relevant redaction where applicable.

(e) Personal Harassment

The Union will incorporate the definition of Personal Harassment developed by the Personal Harassment Committee at the University into the Collective Agreement, replacing the documents signed January 29, 1993, provided the Union membership at Capilano University ratify the replacement definition by a two-thirds majority, at a Union membership meeting.

29.13 ELECTRONIC MONITORING

The University agrees to provide the Union with notice of equipment and facilities which are to be installed for the purpose of monitoring and measuring individual employee performance.

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29.14 PERSONAL DUTIES NOT REQUIRED

No employee shall be required to perform work or duties that are unrelated to the work of the University and are of a personal nature for any other employee of the University.

29.15 PROTECTION AGAINST LEGAL ACTION

The University shall:

(a) Protection for Employees

exempt and save harmless each employee from any liability action arising from the proper performance of their duties for the University, and

(b) Protection for Retired Employees

exempt and save harmless each retired employee from any liability action arising from the proper performance of their duties for the University prior to their retirement, and

(c) University to Assume Costs

assume all costs, legal fees and other expenses arising from any such action.

29.16 LEGISLATION

The Parties subscribe to the principles of the B.C. Human Rights Code, B.C. Labour Relations Code, B.C. Employment Standards Act and the Canadian Charter of Rights and Freedoms insofar as this legislation establishes minimum acceptable standards. It is agreed that more favourable provisions of this Agreement shall prevail.

29.17 LIE DETECTOR TESTS

The University agrees that polygraph or similar lie detector tests will not be used. Without limiting the generality of the foregoing, the University agrees that this prohibition against use of polygraph or similar lie detector tests shall apply equally during pre-hiring of any person into the bargaining unit.

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ARTICLE 30 - EMPLOYEE ASSISTANCE PLAN [Note: Agreed with amendments; sign off provided to MoveUP on 25Oct2022 - unreturned to date]

30.01 ADMINISTRATION OF EMPLOYEE ASSISTANCE PLAN

The Parties agree to an Employee Assistance Plan to be administered by ~~the~~ University/~~Union/CFA committee~~. Such plan will be 100% employer paid; will have no relation to discipline or career development decisions and will treat employee involvement as absolutely confidential.

ARTICLE 31 - DURATION OF CONTRACT [Note: Agreed with amendments]

31.01 DURATION

This agreement shall be binding from July 1, ~~2019~~ 2022 to midnight, June 30, ~~2022~~ 2025.

31.02 NEW AGREEMENT

Either party to this Agreement may, not more than four (4) months and not less than one (1) month prior to ~~June 30, 2022~~, June 30, 2025 present to the other party, in writing, proposed terms of a new or further agreement, or amendments to this agreement.

31.03 CONTINUATION OF PRESENT AGREEMENT

In the event that a new Collective Agreement is not entered into by the parties on or before the 30th day of ~~June 2025~~ ~~June, 2022~~, this Agreement shall continue in force and effect until the parties ratify a new or renewed Collective Agreement.

31.04 LABOUR RELATIONS ACT 50(2) EXCLUSION

The parties expressly agree that the operation of Section 50(2) of the Labour Relations Code of British Columbia is specifically excluded.

31.05 EFFECTIVE DATES

Where this Agreement contains terms or conditions which are changed from those contained in the prior Agreement, such shall be effective on the date of signing, except where the agreement change can only be available on the first of the month, in which case it shall be effective the first of the month next following the signing of the agreement.

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31.06 ERRORS & OMISSIONS

Whereas substantive changes to this Agreement shall not occur, any errors or omissions may be corrected by mutual agreement of both parties.

31.07 PAYMENT OF COLLECTIVE AGREEMENT

The University will pay for and provide the Union with ~~300~~ Collective Agreements at the conclusion of negotiations, **in an amount as requested, not to exceed 300**. A copy of the collective agreement will be posted on the website.

ARTICLE 32 - EXPLANATORY NOTES [Note: Agreed with amendments]

32.01 INTENT AND MEANING

Except where specific definitions or words, terms, or phrases are expressly provided within specific provisions of this Agreement, the following shall be used to establish the intent and meaning of the language of this Agreement:

“Administrator” means the individual who is excluded (as outlined in Appendix ‘N’) from the bargaining unit and for whom the bargaining unit members in a work area report (directly or indirectly).

“Agreement” - means the entirety of the current Collective Agreement entered into between the Union and the University, including the appendices and any alteration or amendment which may from time to time be mutually agreed to by the parties, and specifically incorporated into the Agreement.

“As ~~required~~ & when basis” - means an employee’s work day and work week are not precisely scheduled at the time of hire, and reflect the specific need at any given time. (see 15.04)

“Blue-circled” or **“Protected Salary Treatment”** - shall mean that an employee’s salary will be maintained above the maximum of the salary range for their job and that such salary will be increased by all subsequent negotiated and length-of-service salary increases until the incumbent leaves the position.

“Calendar Days” - where this phrase is used to designate a time span for purposes of giving a notice, or relative to specific action or a required response by the parties to the Agreement, it shall be taken to intend the inclusion of calendar weekends and holidays.

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“Class Specification” - a statement of the job to be done with a brief list of duties and responsibilities in order of importance and the qualifications an individual must possess in order to perform the job.

“University” - means Capilano University, a party to the Agreement.

“Consultation” - means a discussion process intended as a vehicle through which the parties may make known their respective views and opinions.

“Discipline” - shall include reprimand, suspension or discharge.

“Discharge” - means employment is brought to an end for disciplinary reasons.

“Hours of work per week” - shall include an equivalent number of hours which result from an arithmetic average of the hours worked in a modified work week schedule cycle, in addition to those definitions contained in Article 13.

“Invited to attend” - means an employee has the choice whether to attend or not.

“Layoff List” - is a list maintained in a seniority order by classification/work area of all those laid off pursuant to Type 1 Layoff (see 25.03 for precedence of Layoff List for staffing purposes).

“Leave of absence without pay or leave without pay” - applies only to times when the employee would otherwise have worked.

“New position” - means creation of a wholly new job position (assigned a new position number) within the University, which position did not exist within the University at the date of execution of this Agreement. It does not include positions which have merely been given new titles, or positions which have been altered through changes in their duration or the number of hours of work required per week.

“Officially requested” - means a request originating from a person who has been designated by the University as one who has the authority to make such a request.

“Parties” - shall mean the Union and the University.

“Previous Incumbent” - means an employee who was appointed to a temporary position pursuant to the competition procedure. (See Article 12.13(ii)).

“Red-circled” - shall mean that an employee’s salary will be maintained above the maximum of the salary range for their job until such maximum is raised to a level above their salary.

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“Required to attend” - means an employee has been informed by a person with University authority that their attendance is mandatory.

“Seniority List” - is a list maintained in seniority order of all current and former employees who have seniority (see 11.07).

“Shift” - means an employee’s approved work day.

“Supervisor” - means the individual to whom an employee normally reports or from whom an employee normally receives their direction.

“Suspension” - means the temporary removal of an employee from active employment for disciplinary reasons.

“Union” - means MoveUP (Canadian Office and Professional Employees’ Union, Local 378).

“Union Representative” - shall mean any employee authorized by the Union to act on its behalf.

32.02 OBJECTIVE INTERPRETATION

Where no specific definition of a word, term or phrase is expressly provided in this Agreement, such word, term, or phrase shall be interpreted objectively, not subjectively; and according to common and normal grammatical usage.

32.03 NOTIFICATION REQUIREMENTS

Where this Agreement requires notice to be given between the parties to the Agreement, such notice shall be in writing, ~~by email and/or and mailing of such notice~~ by ordinary mail ~~shall be deemed to be effective notice, (as determined by the postmark);~~ unless the Agreement specifically requires another mode of delivery or service.

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ARTICLE 33 - WORKLOAD [Note: Unopened by either party, no change]

33.01 REASONABLE WORKLOAD

Employees' workload shall be fair and reasonable when compared with the workload of other staff employees of the University. This provision is not intended to diminish the University's ability to address employee performance issues.

33.02 WORKLOAD DISPUTES

When an employee believes that their workload is not fair or reasonable as cited in Article 33.01 they may refer the matter to the Joint Workload Review Committee. The committee will review the complaint and issue recommendations on it to the parties.

33.03 JOINT WORKLOAD REVIEW COMMITTEE

The parties agree to establish a Joint Workload Review Committee comprised of an equal number of representatives of the University and of the Union, with each party selecting its own representatives.

The committee shall:

(a) Complaints

investigate complaints concerning workloads;

(b) Recommendations

make recommendations to the parties for corrective action if warranted.

The committee shall meet in response to specific complaints. Employees, who are committee members, will receive time off with pay for their work on the committee.

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ARTICLE 34 - WORKERS' COMPENSATION SUPPLEMENT [Note: Agreed, return to SQ]

34.01 LEAVE OF ABSENCE

An employee shall be granted a leave of absence by the University while on Workers' Compensation, which time shall be deemed to be time worked. During such leave of absence the employee shall continue to accrue seniority as per Clause 11.03(a)(ii) and shall continue to be entitled to full benefits and all other rights and entitlements under this Agreement as if they had remained working, except that salary payment shall be subject to Clause 34.02 below.

34.02 WORKERS' COMPENSATION SUPPLEMENT

The University shall pay semi-monthly to an employee who is in receipt of Workers' Compensation Benefits a supplement to provide the employee, including the payment from Workers' Compensation, an amount equal to the employee's normal semi-monthly net earnings.

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APPENDIX A [Note: Unopened by either party, no change]



**(Canadian Office’s Professional Employees Union, Local 378)
MEMBERSHIP APPLICATION AND
UNION DUES DEDUCTION AUTHORIZATION**

NAME

LAST NAME, FIRST NAME, INITIAL

HOME PHONE

CELL PHONE

ADDRESS

OFFICE PHONE

OFFICE FAX

CITY

POSTAL CODE

BIRTHDATE

(Month/Day/Year)

**SOCIAL INSURANCE
NUMBER** _____

HOME EMAIL:

WORK EMAIL:

Previous OPEIU, Local 378 member? ____Yes No____

Previous CLC/AFL-CIO Union Membership? ____Yes No____
(If yes, attach withdrawal card for initiation fee Waiver)

I am applying for membership in MoveUP and either:

- 1) In applying for membership I understand that I am part of the already certified bargaining unit at Capilano University or;
- 2) In applying for a membership I understand that the Union intends to apply to be certified as my exclusive bargaining agent and to represent me in collective bargaining.

I hereby authorize Capilano University to deduct the appropriate dues from my salary or wages and remit to the Movement of United Professionals.

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I further authorize Capilano University to deduct and remit to the Movement of United Professionals any initiation fees, assessments, or arrears as requested by the Union.

I further authorize Capilano University to release any information regarding my employment to the Movement of United Professionals for collective bargaining, representation, grievance or administrative purposes in accordance with Section 33, subsection (L) of the Freedom of Information and Protection of Privacy Act or the Personal Information Protection Act.

DATE (Month/Day/Year)

MEMBER'S SIGNATURE

EMPLOYER – PLEASE COMPLETE THIS SECTION:

DATE OF HIRE

JOB TITLE

WORK LOCATION

EMPLOYEE I.D. #

FULL TIME FULL TIME PART TIME Salary \$
Hourly/Daily/Bi-weekly/Monthly REGULAR TEMPORARY REGULAR

PART TIME SEASONAL CASUAL Salary Group
TEMPORARY

*****ALL SECTIONS OF THIS FORM MUST BE FULLY COMPLETED*****

PLEASE RETURN TO: Movement of United Professionals

301 – 4501 Kingsway, Burnaby, B.C. V5H 0E5

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APPENDIX B [Note: Unopened by either party, no change]

CLASS SPECIFICATION INFORMATION AND CRITERIA

(Reference Article 26 of the Agreement)

An integral part of the Classification Plan is the Class Specification. It acts as a guide in determining the nature and scope of work assigned to an employee. It assists in determining the type of employee needed to perform certain functions within a department or section. The Class Specification provides an employee with the requirements and qualifications of a position so that they may prepare themselves accordingly.

The Class Specification includes a Class Title, a statement of the distinguishing features of work of the class, a list of examples of work performed, a section in which are listed those knowledges, abilities and skills which are needed by the applicant or incumbent for successful performance of the work, and a statement of required training and experience for a new appointee, which would ordinarily provide a person with the necessary qualifications. The class specification may also include areas relating to: decisions required; supervision received; effect of errors, contacts; supervision of other employees; physical demands; and working conditions. Each specification must be considered as a whole for the purpose of describing and defining a class, or for allocating a position to a class. Although each section has its special uses, an adequate understanding of the class can be gained only by considering all parts together.

The Distinguishing Features of Work section provides a description of the salient features which distinguish the class from other classes of work. This is an evaluation of the class in terms of the elements of difficulty and responsibility involved in the work. As such, it serves to establish the level of the class and is one of the sections most heavily relied upon in allocating positions to the class.

The section setting forth the Examples of Work Performed is intended to enable the reader to obtain a more complete picture of the actual work performed in positions in the class. The list is descriptive and is not intended to limit administrative authorities in the assignment of duties and responsibilities to the position. It does not describe all the work performed. It merely serves to illustrate the typical portions of work.

The Requirements of Work section lists those knowledges, skills and abilities which are necessary for successful performance of the work of the class. These are written in terms that are requirements of an applicant before appointment. The levels of knowledge used in this section are expressed in five broad degrees; they include: some knowledge, working knowledge, considerable knowledge, thorough knowledge and extensive knowledge. As a guide for interpreting the Specifications, definitions for these terms are listed:

Extensive knowledge implies the most advanced degree of knowledge necessary for complete mastery and understanding of the subject.

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Thorough knowledge implies almost complete coverage of the subject matter area. For successful performance of the work sufficient comprehension of the subject matter is necessary to solve unusual as well as commonplace problems.

Considerable knowledge implies sufficient acquaintance with the subject to perform the work with little direct supervision and a journeyman comprehension of normal work situations.

Working knowledge implies an awareness of the subject sufficient to work effectively in a limited range of work situations.

Some knowledge implies familiarity with the elementary principles and terminology of the subject matter.

Skills refer to and are limited to manual skills.

Abilities refer to the capacities making possible the application of knowledge and skills to work situations.

Requirements such as honesty, integrity, initiative and sobriety are implied for all positions.

In some specifications a statement of necessary special requirements is included. This is done only when statutory or other legal requirements establish a definite minimum qualification such as possession of a license or registration certificate before appointment.

Conception of the Class Specification

It must be emphasized that each specification must be considered as a whole for the purpose of describing and defining a class. Although each section has its special usages, an adequate conception can be gained only by consideration of all the sections in relation to each other.

Flexibility of the Classification Plan

In order to serve its purpose as an administrative tool in developing the Human Resources Program, the Classification Plan is not intended to be rigid or binding to future changes in organization, individual positions or functions. The Classification Plan is an analysis and description of the work presently performed in the University. Because organization, positions and functions are constantly changing, the Classification Plan must also be changed to keep abreast of the requirements of the University. Unless it is made a perpetual inventory by creating, abolishing and changing classes as required, it will be out of date and will be a hindrance rather than an aid to effective Human Resources administration. In addition to day-to-day adjustments, periodic audits of the whole plan are essential for maintaining good relationships and preventing accumulation of discrepancies.

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APPENDIX C(a) [Note: Agreed - return to SQ]

APPLICATION AND WAIVER FORM RE: REGULAR EMPLOYEES BENEFITS (Reference – Article 28.10)

In accordance with the provisions of Article 28 of the Collective Agreement between the University and the Union, I _____, acknowledge and accept that:

- a) Disability Income Plan coverage is mandatory for all Regular employees;
- b) the information below represents my election with regard to the benefit plans available;
- c) as a condition of enrolment, I must maintain benefit coverage for the four-year period of the benefit selection and that coverage cannot be changed during this period unless there is a change in my employee status or in my status as single/couple/family;
- d) my application must be accepted by the Insurer(s) and the acceptance confirmed to me before the coverage becomes effective.

Dependent status (check one box below)

- Single
- Couple (one dependent)
- Family (more than one dependent)

I herein make application for enrolment in those benefits indicated below, or I have on this date voluntarily elected to waive my rights to enrol in those benefits indicated below:

Benefit	Enrolment Requested	Enrolment Waived
Basic Medical (M.S.P.)		
Extended Health		
Dental *		
Orthodontics *		
Additional Coverage Possible		

* An employee must complete the six (6) month period of eligibility.

CAPILANO UNIVERSITY

Signature of Employee

Received per

Date

Date

Settlement Offer

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Articles Included: Comprehensive, including compensation

APPENDIX C(b) [Note: Agreed - return to SQ]

**APPLICATION AND WAIVER FORM
RE: TEMPORARY EMPLOYEES BENEFITS
(Reference – Article 28.10)**

To: Capilano University

In accordance with the provisions of the Article 28 of the Collective Agreement between the University and the Union,

I, _____ (please print name)

(a) hereby acknowledge that the following coverages are mandatory for eligible employees as a condition of employment:

- Group Life Insurance
- Accidental Death & Dismemberment Insurance
- Short Term Disability
- Long Term Disability

(b) hereby acknowledge that whereas I am eligible and entitled to participate in the following coverages, that

- (i) I herein make application for enrolment in those benefit plans as indicated, or
- (ii) I have on this date voluntarily elected to waive my rights to participate in those benefit plans as indicated.

	Enrolment Requested	Requested Waived **
	_____	_____
Basic Medical	_____	_____
Extended Health	_____	_____
Dental *	_____	_____

* An employee must complete a six (6) month eligibility period and still have four (4) clear months of employment.

** (Note: Future participation, if permitted, is at the employee’s expense with respect to satisfying the Insurer’s requirements for late enrolment.)

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Articles Included: Comprehensive, including compensation	

Employee's signature: _____

Date: _____

Employee Number: _____

Received by Capilano University per: _____

Date: _____

APPENDIX D [Note: Unopened by either party, no change]

CARRIER'S APPEAL PROCESS

TERMINATION OR DENIAL OF A DISABILITY CLAIM

An employee wishing to appeal either the termination or denial of a disability claim must do so in compliance with the requirements of the Carrier. The employee can contact Human Resources to request information about the Carrier's appeal process.

PAYMENT OF MEDICAL REPORTING

Any specialist or physician's charges incurred in providing medical reporting, either written narrative or completion of claims forms, are paid by the employee. This includes the expense of having a physician provide medical information for the purpose of appealing the termination or denial of a disability claim. The insurer will only pay for those reports which are written in response to questions that the Carrier has asked directly of the physician or for reports resulting from an employee's attendance at an independent medical examination required and scheduled by the Carrier.

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APPENDIX E – Salary Scale Effective July 1, 2019 2022 – June 30, 2020 2023 *

[Note: updated per Y1 GWI increases: \$0.25 + 3.24%]

Pay Group	Step 1	Step 2	Step 3	Step 4	Step 5
6	3,070.40	3,164.64	3,254.32	3,356.16	3,453.44
	\$20.20	\$20.82	\$21.41	\$22.08	\$22.72
8	3,254.32	3,356.16	3,453.44	3,553.76	3,663.20
	\$21.41	\$22.08	\$22.72	\$23.38	\$24.10
10	3,453.44	3,553.76	3,663.20	3,769.60	3,882.08
	\$22.72	\$23.38	\$24.10	\$24.80	\$25.54
12	3,663.20	3,769.60	3,882.08	3,997.60	4,114.64
	\$24.10	\$24.80	\$25.54	\$26.30	\$27.07
14	3,882.08	3,997.60	4,114.64	4,239.28	4,360.88
	\$25.54	\$26.30	\$27.07	\$27.89	\$28.69
16	4,114.64	4,239.28	4,360.88	4,494.64	4,626.88
	\$27.07	\$27.89	\$28.69	\$29.57	\$30.44
18	4,360.88	4,494.64	4,626.88	4,760.64	4,903.52
	\$28.69	\$29.57	\$30.44	\$31.32	\$32.26
20	4,626.88	4,760.64	4,903.52	5,047.92	5,198.40
	\$30.44	\$31.32	\$32.26	\$33.21	\$34.20
22	4,903.52	5,047.92	5,198.40	5,356.48	5,513.04
	\$32.26	\$33.21	\$34.20	\$35.24	\$36.27
24	5,198.40	5,356.48	5,513.04	5,680.24	5,847.44
	\$34.20	\$35.24	\$36.27	\$37.37	\$38.47

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Articles Included: Comprehensive, including compensation

26	5,513.04	5,680.24	5,847.44	6,023.76	6,200.08
	\$36.27	\$37.37	\$38.47	\$39.63	\$40.79
28	5,847.44	6,023.76	6,200.08	6,385.52	6,574.00
	\$38.47	\$39.63	\$40.79	\$42.01	\$43.25

For the purposes of calculating monthly rates, the hourly rate as shown has been multiplied by 152

~~For the purpose of calculating hourly rates from the basic monthly salaries, the monthly salary as shown above is divided by 152.~~

[Note: change in text above simply to reflect how the monthly rates were calculated given that the new rates were determined by first adding \$0.25 and then 3.24%.]

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Articles Included: Comprehensive, including compensation

APPENDIX F – Salary Scale Effective July 1, ~~2020~~ 2023 – June 30, ~~2021~~ 2024 *

[Note: updated per Y2 GWI increase of 6.75% - Year 2 GWI is based on recognition of a COLA amount of 1.25% in addition to a 5.5% wage increase)

Pay Group	Step 1	Step 2	Step 3	Step 4	Step 5
6	3,277.65	3,378.25	3,473.99	3,582.70	3,686.55
	\$21.56	\$22.23	\$22.86	\$23.57	\$24.25
8	3,473.99	3,356.16	3,453.44	3,553.76	3,663.20
	\$22.86	\$23.57	\$24.25	\$24.96	\$25.73
10	3,686.55	3,553.76	3,663.20	3,769.60	3,882.08
	\$24.25	\$24.96	\$25.73	\$26.47	\$27.26
12	3,910.47	3,769.60	3,882.08	3,997.60	4,114.64
	\$25.73	\$26.47	\$27.26	\$28.08	\$28.90
14	4,144.12	3,997.60	4,114.64	4,239.28	4,360.88
	\$27.26	\$28.08	\$28.90	\$29.77	\$30.63
16	4,392.38	4,239.28	4,360.88	4,494.64	4,626.88
	\$28.90	\$29.77	\$30.63	\$31.57	\$32.49
18	4,655.24	4,494.64	4,626.88	4,760.64	4,903.52
	\$30.63	\$31.57	\$32.49	\$33.43	\$34.44

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Articles Included: Comprehensive, including compensation

20	4,939.19	4,760.64	4,903.52	5,047.92	5,198.40
	\$32.49	\$33.43	\$34.44	\$35.45	\$36.51
22	5,234.51	5,047.92	5,198.40	5,356.48	5,513.04
	\$34.44	\$35.45	\$36.51	\$37.62	\$38.72
24	5,549.29	5,356.48	5,513.04	5,680.24	5,847.44
	\$36.51	\$37.62	\$38.72	\$39.89	\$41.07
26	5,885.17	5,680.24	5,847.44	6,023.76	6,200.08
	\$38.72	\$39.89	\$41.07	\$42.31	\$43.54
28	6,242.14	6,023.76	6,200.08	6,385.52	6,574.00
	\$41.07	\$42.31	\$43.54	\$44.85	\$46.17

For the purposes of calculating monthly rates, the hourly rate as shown
 has been multiplied by 152

~~For the purpose of calculating hourly rates from the basic monthly salaries, the monthly salary as
 shown above is divided by 152.~~

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Articles Included: Comprehensive, including compensation

APPENDIX G – Salary Scale Effective July 1, ~~2021~~ 2024 – June 30, ~~2022~~ 2025 *

[Note: updated per Y3 GWI increase: grid currently reflects minimum increase of 2.0% - subject to amendment to maximum of 3.0% - see COLA LOU#15]

6	3,343.21	3,445.82	3,543.47	3,654.35	3,760.28
	\$21.99	\$22.67	\$23.31	\$24.04	\$24.74
8	3,543.47	3,356.16	3,453.44	3,553.76	3,663.20
	\$23.31	\$24.04	\$24.74	\$25.46	\$26.24
10	3,760.28	3,553.76	3,663.20	3,769.60	3,882.08
	\$24.74	\$25.46	\$26.24	\$27.00	\$27.81
12	3,988.68	3,769.60	3,882.08	3,997.60	4,114.64
	\$26.24	\$27.00	\$27.81	\$28.64	\$29.48
14	4,227.00	3,997.60	4,114.64	4,239.28	4,360.88
	\$27.81	\$28.64	\$29.48	\$30.37	\$31.24
16	4,480.23	4,239.28	4,360.88	4,494.64	4,626.88
	\$29.48	\$30.37	\$31.24	\$32.20	\$33.14
18	4,748.34	4,494.64	4,626.88	4,760.64	4,903.52
	\$31.24	\$32.20	\$33.14	\$34.10	\$35.13
20	5,037.98	4,760.64	4,903.52	5,047.92	5,198.40

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	\$33.14	\$34.10	\$35.13	\$36.16	\$37.24
22	5,339.20	5,047.92	5,198.40	5,356.48	5,513.04
	\$35.13	\$36.16	\$37.24	\$38.37	\$39.49
24	5,660.28	5,356.48	5,513.04	5,680.24	5,847.44
	\$37.24	\$38.37	\$39.49	\$40.69	\$41.89
26	6,002.87	5,680.24	5,847.44	6,023.76	6,200.08
	\$39.49	\$40.69	\$41.89	\$43.15	\$44.41
28	6,366.99	6,023.76	6,200.08	6,385.52	6,574.00
	\$41.89	\$43.15	\$44.41	\$45.74	\$47.09

For the purposes of calculating monthly rates, the hourly rate as shown has been multiplied by 152

~~For the purpose of calculating hourly rates from the basic monthly salaries, the monthly salary as shown above is divided by 152.~~

* subject to Appendix Z

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APPENDIX N - EXCLUSIONS [Note: Agreed with amendments]

It is agreed that the following positions are excluded from the bargaining unit. The University may add positions to, or delete positions from, this list. If the Union does not agree with changes to the list it may ask the Labour Relations Board to review the changes and make a final determination of the bargaining unit status of the positions in question.

~~Managing Director, Performing Arts~~
~~Associate Director, Planning and Projects~~
~~Associate Director, Safety, Health and Emergency Management~~
~~Assistant Registrar~~
~~Associate Registrars~~
~~Associate Vice President, Human Resources Vice President, People Culture & Diversity~~
~~Associate Vice President, Student Success~~
~~Budget Officer-Financial Planning & Analysis Advisor~~
~~Chief Information Officer~~
~~Conflict Resolution Advisor~~
~~Deans~~
~~Director, Academic Initiatives and Planning~~
~~Director, Athletics and Recreation~~
~~Director, Center for Childhood Studies Campaign Director University Relations and Capital Campaigns~~
~~Director, Philanthropy & Alumni Relations and Development~~
~~Director, Centre for International Experience AVP, International~~
~~Director, Centre for Teaching Excellence-Director, Teaching and Learning~~
~~Director, Corporate Services Director, Risk Management~~
~~Director, Continuing Studies & Executive Education~~
~~Director, Creative Activity, Research and Scholarship AVP, CARS & Graduate Studies~~
~~Director, Communications and Marketing~~
~~Director, Enterprise Risk Management~~
~~Director, Facilities and Campus Planning~~
~~Director, Film Centre~~
~~Director of Finance~~
~~Director, Indigenous Education and Affairs~~
~~Director, IT Architecture-Operations~~
~~Director, IT Strategic Projects~~
~~Director, Academic and Enterprise Systems~~
~~Director, Labour Relations~~
~~Director, Marketing & Digital Experience~~
~~Director, Organizational Development & EDI~~
~~Director, Strategy, Analytics and Institutional Research~~
~~Director, Student Affairs and Services~~
~~Director, Systems~~
~~Employee Benefits Specialist~~ Benefits Advisor
~~Equity, Diversity and Inclusion Advisor~~
~~Executive Assistant, AVP Student Success~~
~~Executive Assistant, Finance and Administration~~
~~Executive Assistant, President~~

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Executive Assistant to ~~Vice President, People, Culture and Diversity~~ **Director Human Resources**
Executive Assistant, Director CIE
Executive Assistant to the Board
Executive Assistant, Vice President Academic and Provost
~~Executive Assistant, VP International, External Relations and New Initiatives~~
Executive Assistant, VP Strategic Planning, Assessment and International Effectiveness
Executive Assistant, VP University Relations
Executive ~~Receptionist~~ **Offices Assistant**
~~External Relations~~ **Senior Communications Officer**
General Manager, Performing Arts Theatre
Human Resources Analyst
Human Resources Advisor
Human Resources Assistant
Human Resources Associate
Human Resources Manager
Human Resources Business Partner
Interim Associate Vice President, Strategic Growth, Analytics & Continuing Studies
Manager, Accounting Services
Manager, Alumni Relations
~~Manager, Athletics & Recreation~~
Manager, Bookstore
Manager, ~~Budget Accounting~~ **– Capital & Restricted Funds**
Manager, Campus Planning
Manager, Campus Security
Manager, Career Services
Manager, Centre for International Experience
Manager, Children's Centre
Manager, Client Services ~~& Deployment~~
Manager, ~~Creative Services~~ **Creative**
Manager, Contracts
Manager, Cybersecurity
Manager, **Development & Alumni Relations**
Manager, **University** Events & Ceremonies
Manager, Facilities Building Systems
Manager, Facilities
Manager, Facilities Project Management
Manager, Financial Planning & Analysis
~~Manager, Institutional Research~~
Manager, Indigenous Digital Accelerator
Manager, Indigenous Education and Affairs
Manager, International Student Recruitment
Manager, IT Endpoint
Manager, IT Infrastructure
Manager, IT Enterprise Systems
Manager, Marketing
~~Manager, OHS and Emergency Preparedness~~ **Manager, Safety and Emergency Management Systems**
Manager, Payroll & Benefits
Manager, Philanthropy

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Manager, Policy, Privacy and Governance
Manager, Project Management Office
Manager, Purchasing
Manager, Student Affairs
Manager, Student and Academic Systems
Manager, Student Financial Accounts
Manager, Student Housing Services
~~Manager, Student Recruitment~~
~~Manager, Sustainability~~
~~Manager, IT Architecture and Security~~
Manager, University Relations
~~Manager, Web and Instructional Technology~~
Payroll Team Lead
Policy & Governance Analyst
Program Director, Blueshore Theatre Centre for Performing Arts
Project Manager, Facilities
President
Regional Director, ká lax-ay/Sunshine Coast
Residence Life Facilitator – Student Housing
Registrar
Senior Communications Advisor
~~Senior Advisor, Public Affairs~~
Senior Human Resources Advisor
~~Senior Privacy & Policy Analyst~~
~~Strategic Director, People, Culture and Diversity~~
Student Right and Responsibilities ~~Officer~~ Advisor
~~Student Support Advisor~~
University Librarian
Vice President, Academic and Provost
Vice President, Finance & Administration
Vice President, Strategic Planning, Assessment and Institutional Effectiveness
Vice President, University Relations
~~Vice Provost and Associate Vice President, Academic~~

For the purposes of this Agreement, positions indicated by ~~“**”~~ are Administrative Heads.

The University will provide the Union with the names of the individuals currently in excluded positions within thirty (30) calendar days of the ratification of the Collective Agreement. In addition, the University will advise the Union of any changes, in writing, within thirty (30) calendar days.

Settlement Offer	Tabled: 28Feb2023; 6amPT via email only <i>Revised & re-Tabled 11June2023 4pmPT via email only</i>
Articles Included: Comprehensive, including compensation	

LETTER OF UNDERSTANDING 1

[Note: Unopened by either party, agreed to renew, signed off by parties Oct 22]

BETWEEN:

CAPILANO UNIVERSITY (the "University")

AND:

**MoveUP (CANADIAN OFFICE AND PROFESSIONAL EMPLOYEE'S UNION, LOCAL 378)
(the "Union")**

Re: Testing

With respect to the above cited subject matter, the University and the Union do hereby expressly and mutually agree that if any employee is to be given any test for any purpose under the Collective Agreement, the following provisions must be complied with, otherwise the test shall be deemed to be invalid.

(1) Tests to be Designed and Administered Fairly

Any test given any employee for any purpose under the Collective Agreement must be designed and administered fairly.

(2) Other Criteria for Determining Propriety of Tests

Without limiting the generality of paragraph (1) above, any test given any employee for any purpose under this Agreement must be:

- (a) relevant to the job, if used for selection purposes;
- (b) based on material, the general nature of which will be provided to the employee in advance;
- (c) preceded by advance notice of the test procedures, the standards to be applied and the time and place where it is to be conducted;
- (d) administered on a uniform basis to all employees to be tested and in such manner as to ensure the secrecy of test papers before the test is given and where possible, to preserve the anonymity of each employee being tested.

(3) Adequate Preparation Time

Employees must be given adequate time to prepare for any test given for any purpose under the Collective Agreement.

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Articles Included: Comprehensive, including compensation	

(4) Employee Right to Review Test and Results

Any employee who is given any test for any purpose under the Collective Agreement shall have the right to review their test paper and results.

SIGNED this ____ day of _____, 2019:

**MoveUP (CANADIAN OFFICE AND
PROFESSIONAL EMPLOYEES UNION,
LOCAL 378)**

CAPILANO UNIVERSITY

Nathan Beausoleil, Union Representative

Mike Knudson, Associate VP
Human Resources

Settlement Offer

Tabled: 28Feb2023; 6amPT via email only
Revised & re-Tabled 11June2023 4pmPT via email only

Articles Included: Comprehensive, including compensation

LETTER OF UNDERSTANDING 2

[Note: Unopened by either party, agreed to renew, signed off by parties Oct 22]

BETWEEN:

CAPILANO UNIVERSITY (the “University”)

AND:

MoveUP (CANADIAN OFFICE AND PROFESSIONAL EMPLOYEE’S UNION, LOCAL 378) (the“Union”)

RE: University Closure Policy

It is agreed that the staff shall receive equal treatment with faculty under the University Closure Policy. Should the University, or an area of the University, be officially closed temporarily due to environmental conditions, utility disruptions, road conditions, acts of God, or other reasons beyond the control of the employees covered by this Agreement, employees shall receive salary maintenance during the closure.

Those employees required to remain on duty to provide essential services shall be given the equivalent time off with such time off to be taken within the following calendar month. Should these employees be required to remain beyond their normal hours of work, the usual provisions for overtime would apply.

Employees who are requested to report for work for an afternoon or night shift which commences during a closure shall receive equivalent time off for all hours worked on the shift, with such time off to be taken within the following calendar month. Should these employees be required to remain beyond their normal hours of work, the usual provisions for overtime would apply.

SIGNED this ____ day of _____, 2019:

MoveUP (CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION, LOCAL 378)

CAPILANO UNIVERSITY

Nathan Beausoleil, Union Representative

Mike Knudson, Associate VP
Human Resources

Settlement Offer	Tabled: 28Feb2023; 6amPT via email only <i>Revised & re-Tabled 11June2023 4pmPT via email only</i>
Articles Included: Comprehensive, including compensation	

LETTER OF UNDERSTANDING 3

[Note: Unopened by either party, agreed to renew, signed off by parties Oct 22]

BETWEEN:

CAPILANO UNIVERSITY (the "University")

AND:

**MoveUP (CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES' UNION, LOCAL 378)
(the "Union")**

RE: ARTICLE 19 CAREER DEVELOPMENT

The parties agree to the following in dealing with career development issues:

1. The parties are committed to the intended purpose of Article 19: "to encourage and assist employees in maintaining and improving skills or to assist in preparing them for foreseeable jobs within the University."
2. The parties acknowledge that the Staff Career Development Committee will make recommendations to the University on the dispersal of staff career development funds, made available by the University in the amount of not less than ten thousand (\$10,000) dollars annually.
3. To ensure a good working relationship, the University will make available a resource person to work with the Staff Career Development Committee when requested.
4. Prior to committing to any activity, the Staff Career Development committee will submit a plan of activities with anticipated learning outcomes and budget for as part of its recommendation to the University.

SIGNED this ____ day of _____, 2019:

**MoveUP (CANADIAN OFFICE AND
PROFESSIONAL EMPLOYEES UNION,
LOCAL 378)**

CAPILANO UNIVERSITY

Nathan Beausoleil, Union Representative

Mike Knudson, Associate VP
Human Resources

Settlement Offer

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Articles Included: Comprehensive, including compensation

LETTER OF UNDERSTANDING 4

[Note: Unopened by either party, agreed to renew, signed off by parties Oct 22]

BETWEEN:

CAPILANO UNIVERSITY (the "University")

AND:

**MoveUP (CANADIAN OFFICE AND PROFESSIONAL EMPLOYEE'S UNION, LOCAL 378)
(the "Union")**

Re: Exceptional Work Day – Centre for Sport & Wellness

With respect to the above subject matter, the University and the Union ("Parties") do hereby expressly and mutually agree that an employee hired to work in the Centre for Sport & Wellness for a special event may agree to work an exceptional work day of longer than seven (7) hours per day. The employee shall be paid at the overtime rate for all hours in excess of ten (10) hours per day or thirty-five (35) hours per week.

This letter of understanding will expire June 30, 2022 with the expiry of the current Collective Agreement.

SIGNED this ____ day of _____, 2019:

**MoveUP (CANADIAN OFFICE AND
PROFESSIONAL EMPLOYEES UNION,
LOCAL 378)**

CAPILANO UNIVERSITY

Nathan Beausoleil, Union Representative

Mike Knudson, Associate VP
Human Resources

Settlement Offer

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Articles Included: Comprehensive, including compensation

LETTER OF UNDERSTANDING 5

[Note: Unopened by either party, agreed to renew, signed off by parties Oct 22]

BETWEEN:

CAPILANO UNIVERSITY (the “UNIVERSITY”)

AND:

**MoveUP (CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES’ UNION, LOCAL 378)
(the “UNION”)**

Re: Labour Market Adjustment for Selected IT Systems Positions

All employees currently red-circled due to the labour market adjustment stipend in IT shall now be considered blue circled for the remainder of their employment at Capilano University, or until the parties negotiate otherwise.

SIGNED this ____ day of _____, 2019:

**MoveUP (CANADIAN OFFICE AND
PROFESSIONAL EMPLOYEES UNION,
LOCAL 378)**

CAPILANO UNIVERSITY

Nathan Beausoleil, Union Representative

Mike Knudson, Associate VP
Human Resources

Settlement Offer

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Articles Included: Comprehensive, including compensation

LETTER OF UNDERSTANDING 6 [Note: Agreed with amendments]

BETWEEN:

CAPILANO UNIVERSITY (the “University”)

AND:

**MoveUP (CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES’ UNION, LOCAL 378)
(the “Union”)**

RE: EARLY CARE AND LEARNING RECRUITMENT AND STRATEGY FUNDING

All eligible Early Childhood Educators (ECEs) at Capilano University shall be granted funding as per the B.C. Government’s “Early Care and Learning Recruitment and Retention Strategy.”

~~All eligible ECEs shall receive a \$1 per hour wage redress retroactive to September 1, 2018.~~
For reference, all eligible ECEs ~~shall receive~~ received a \$1 per hour wage redress retroactive to in September 1, 2018.

All eligible ECEs shall receive any additional wage redress as determined by the “Early Care and Learning Recruitment and Retention Strategy.”

To be eligible, ECEs must be in good standing with the BC ECE registry, work 20 hours or more per week in direct care of children or spend 50 percent or more of their working time in direct contact with children.

Should the University no longer be in receipt of the funding through this program, the program ceases, or should the employee no longer hold an ECE in good standing with the BC ECE Registry, then the ECE Wage Enhancement will also cease.

SIGNED this ____ day of _____, 2019:

MoveUP (CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES UNION, LOCAL 378)

CAPILANO UNIVERSITY

Nathan Beausoleil, Union Representative

Mike Knudson, Associate VP
Human Resources

Settlement Offer	Tabled: 28Feb2023; 6amPT via email only <i>Revised & re-Tabled 11June2023 4pmPT via email only</i>
Articles Included: Comprehensive, including compensation	

LETTER OF UNDERSTANDING 7

[Note: Unopened by either party, agreed to renew, signed off by parties Oct 22]

BETWEEN:

CAPILANO UNIVERSITY (the “University”)

AND:

**MoveUP (CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES’ UNION, LOCAL 378)
(the “Union”)**

RE: TARGETED PRESCRIPTION SPENDING ACCOUNT (TPSA)

Targeted Prescription Spending Account (TPSA)

The University and the Union agree that where an individual who is covered by the extended health care insurance plan and has prescription drug coverage is:

- a) Prescribed a drug that is not part of the Pharmacare Formulary (“Non-Pharmacare Formulary Drug”); or
- b) Prescribed a drug that is on the Pharmacare Formulary but which requires “Special Authority” (“Special Authority Drug”) and the individual either:
 - i) Does not want to go through the approval process to obtain the Special Authority Drug; or
 - ii) Does go through the approval process and is unsuccessful in being granted the Special Authority for coverage of a particular drug,

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

Where an individual is covered by the extended health care insurance plan and has prescription drug coverage is covered for a Formulary drug and that drug was recently delisted from the Formulary (the “Delisted Drug”) and the individual requires a period of time to transition from the Delisted Drug to a Formulary Drug, the University will instruct the insurance carrier to cover the Delisted Drug for that individual for a period of up to three (3) months following the date the Delisted Drug was denied by the insurance carrier.

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In addition, a Targeted Prescription Spending Account (TPSA) is available for the purpose of providing up to an additional 25% reimbursement for certain drug prescriptions.

To avail of this benefit, the following requirements apply:

- The prescription drug is not on the Pharmacare Formulary (including those available through special authority), and
- The drug was previously available under the Staff drug plan in place prior to the University and Union adopting the BC Pharmacare Formulary.

The TPSA shall be available for the purpose of reimbursing eligible claims for Staff employees and their dependents combined, up to a maximum of \$400 per year. Unused TPSA funds from any given calendar year will not carry forward to the next year.

SIGNED this _____ day of _____, 2019:

**MoveUP (CANADIAN OFFICE AND
PROFESSIONAL EMPLOYEES UNION,
LOCAL 378)**

CAPILANO UNIVERSITY

Nathan Beausoleil, Union Representative

Mike Knudson, Associate VP
Human Resources

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LETTER OF UNDERSTANDING 8

BETWEEN:

CAPILANO UNIVERSITY (the “University”)

AND:

**MoveUP (CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES’ UNION, LOCAL 378)
(the “Union”)**

RE: ~~TEMPORARY VACATION CARRY-OVER INCREASE GRANDPARENTED VACATION BANKS IN EXCESS OF 20 DAYS PER ARTICLE 17.08(b)~~

~~Recognizing that more senior employees may have carried larger banks when the parties agreed last round of bargaining to cap the vacation banks at a maximum of twenty (20) days, this group may have had challenges transitioning to the new balance cap. In recognition of these senior employees, a longer transition period will be provided:~~

~~Irrespective of the current ten (10) day carry over, for employees who are entitled to thirty (30) days’ vacation, they may carry over up to fifteen (15) days per year and hold a maximum bank of thirty days (30) days per year, until December 31, 2021. As of January 1, 2022, all employees will be expected to adhere to the maximums outlined in Article 17.08:~~

~~For employees who have a vacation bank in excess of 20 days as of the date of ratification, they may retain that bank until December 31, 2023. Effective January 1, 2024, all employees shall adhere to Article 17.08(b) and the maximum vacation bank of 20 days. Any vacation banked in excess of 20 days as of that date shall, at the election of the Administrator, be scheduled by the Administrator or forfeited with pay.~~

SIGNED this _____ day of _____, 2019:

**MoveUP (CANADIAN OFFICE AND
PROFESSIONAL EMPLOYEES UNION,
LOCAL 378)**

CAPILANO UNIVERSITY

Nathan Beausoleil, Union Representative

Mike Knudson, Associate VP
Human Resources

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Articles Included: Comprehensive, including compensation	

LETTER OF UNDERSTANDING 9

[Note: Unopened by either party, agreed to renew, signed off by parties Oct 22]

BETWEEN:

CAPILANO UNIVERSITY (the "University")

AND:

MoveUP (CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES' UNION, LOCAL 378)
(the "Union")

RE: STRATEGIC FUNDING FOR FRONT LINE SUPPORT

The parties recognize that front line student engagement occurs at all levels of the university. For those employees in the following positions, positive service delivery plays a significant role in the University's ability to achieve its strategic goal and the parties wish to acknowledge this commitment by providing a \$1 per hour premium.

- Child Care Facility Attendant
- Clerk 1 (Bookstore)
- Substitute, Child Care Assistant
- Facilities Worker
- Facilities Worker (As & When)
- Centre for Sport & Wellness Attendant
- On-call Department Support Assistant (Basic)

SIGNED this ____ day of _____, 2019:

**MoveUP (CANADIAN OFFICE AND
PROFESSIONAL EMPLOYEES UNION,
LOCAL 378)**

CAPILANO UNIVERSITY

Nathan Beausoleil, Union Representative

Mike Knudson, Associate VP
Human Resources

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Revised & re-Tabled 11June2023 4pmPT via email only

Articles Included: Comprehensive, including compensation

LETTER OF UNDERSTANDING 10

[Note: MoveUP's proposal to convert to Appendix F agreed]

BETWEEN:

CAPILANO UNIVERSITY (the "UNIVERSITY")

AND:

MoveUP (CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES' UNION, LOCAL 378)
(the "UNION")

Re: Support Staff Innovation Fund

Capilano University agrees to establish a Support Staff Innovation Fund to encourage specific transportation initiatives and address recruitment and retention issues. The amount of the fund will be:

Effective July 1, 2022: \$130,000 plus a one-time adjustment of \$57,427 for a total of \$187,427

Effective July 1, 2023: \$151,864 annually

Year 1 ————— \$40,000

Year 2 ————— \$85,000

Year 3 and ongoing — \$130,000

Funds not allocated within a calendar year will be carried over for one year only. ~~Due to the timing of collective bargaining for the renewal of the 2014-2019 collective agreement, it is likely that funds from Year 1 may not be spent in Year 1. The intent of the parties is to carry any unspent amount to Year 2 and to ensure those funds are allocated in Year 2.~~

SPECIFIC INITIATIVES

A. GREEN TRANSIT INITIATIVES

(i) TRANSPORTATION SUBSIDY

As part of its efforts to reduce its carbon footprint, the University shall provide to regular employees who commute to and from work by public transit, a transportation incentive of fifty (\$50.00) dollars per month toward a monthly transit pass.

~~Starting January 1, 2020, In order~~ to receive the transportation subsidy employees shall, on a quarterly basis, submit a copy of their transit payment receipts (ie. Compass Pass payment receipt) through the normal expense reporting process. Payment will be issued quarterly.

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(ii) CARPOOLING PILOT PROJECT

To encourage carpooling as a transportation option to employees, the parties have agreed to participate in a carpooling pilot project.

The University will provide 10 spaces for MoveUp members who carpool. Employees who carpool do not have to pay for parking. As the pilot progresses, this number will be reviewed to determine the necessity of increasing spaces to a maximum of 20.

Carpools must consist of at least 2 MoveUp members who arrive on campus together, in one vehicle, park in the designated carpool area, and exit the vehicle together. As per current regulations around carpooling, if the registered drivers listed for the carpool do not exit the car together upon parking, the driver will lose their carpooling privileges for the remainder of the pilot project. The application form and further terms and conditions can be found on the University's Frontlines web site under "Carpool Terms & Conditions".

~~This 1 year pilot project will run from January 1, 2020 to December 31, 2020. The pilot project will be evaluated in November 2020, and if 80% utilization is achieved between January 1, 2020 and October 31, 2020, the project will continue for another year. It will be evaluated with the union at 6 month intervals thereafter.~~

The project will be extended year to year subject to continued 80% utilization.

B. LABOUR MARKET ADJUSTMENT COMMITTEE

The parties recognize the value of developing positive recruitment and retention practices within the University. As such, the Parties agree to establish a Joint Committee consisting of up to two (2) representatives from the Union and up to two (2) representatives from the Employer to review positions with difficulties in recruitment and/or retention and recommend strategies to eliminate these difficulties.

Recommendations shall be made to the Associate VP Human Resources and the MoveUP Business Representative for final review and agreement before implementation.

Positions may be eligible for additional labour market adjustments by mutual agreement if:

- There is a demonstrated recruitment or retention issue that can be objectively determined, and;

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- There is an objective concern for the retention of incumbents who are being underpaid in contrast to appropriate market comparators, and;
- Any other eligibility requirements the parties may mutually agree to as necessary.

Labour market adjustments may include, but will not be limited to, the following:

- Annual Stipend (paid bi-weekly)
- Salary adjustments to match market reference points for similar positions within the sector

Either party may initiate a meeting of the committee.

SIGNED this ____ day of _____, 2019:

**MoveUP (CANADIAN OFFICE AND
PROFESSIONAL EMPLOYEES UNION,
LOCAL 378)**

CAPILANO UNIVERSITY

Nathan Beausoleil, Union Representative

Mike Knudson, Associate VP
Human Resources

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LETTER OF UNDERSTANDING 11

[Note: the cost associated with the commitment of more hours of paid work herein has not been applied against the Flexibility Allocation set out in the Employer's mandate.]

Re: Children's Center

WHEREAS

MoveUP members in the Children's Center have expressed interest in increasing their daily work hours.

AND WHEREAS

An increase in work hours will support the operational needs of the Children's Center and community/family needs of its users.

AND WHEREAS

The Parties agree that testing the increase by implementing a pilot (hereinafter referred to as the "work hour pilot") to increase full-time regular work week hours in the Children's Center is the most balanced approach where due diligence can be exercised to review and respond on the impact of increased hours on the service levels at the Children's Center and the impact on employees.

THEREFORE:

By signature(s) of their duly authorized representative(s) hereinafter affixed, the Employer and the Union ("the Parties") do hereby expressly and mutually agree as follows:

1. Regular full-time employees employed (as of the date of ratification of this Agreement) in the Children's Center can opt-in to the work hour pilot project and increase their full-time hours to 8 per day, totaling 40 hours per week. RFTs employed following the date of ratification are required to work 8 hours per day, totaling 40 hours per week.
2. Overtime Calculations under 15.01(a) and 15.03(a) affecting MoveUP members in the pilot shall be adjusted to reflect the increased regular daily and weekly hours.
3. MoveUP members reserve the right to opt-out of the work hour pilot at any point during the pilot with 14 calendar days notice.
4. The work hour pilot expires at the expiry of the current term of the collective agreement or by mutual agreement of the Parties. Either party can discontinue the pilot following a discussion between the parties and by providing at least thirty (30) days notice.

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LETTER OF UNDERSTANDING 12

Equity, Diversity, Inclusion (EDI) and Indigenous Reconciliation

The Parties agree to establish a joint committee for the purpose of reviewing the collective agreement and identifying opportunities for change that would:

- enhance equity, diversity and inclusion at the University
- enhance reconciliation efforts with the University's Indigenous communities and decolonize practices within the University
- identify and eliminate barriers to equal participation for equity-seeking groups and Indigenous community members.

The joint committee shall be comprised of 3 representatives appointed by each Party of which at least one member appointed by each Party shall identify as a member of an Indigenous community (failing which, the committee shall seek consultation from a member of an Indigenous community).

The joint committee shall develop its own terms of reference, procedures and meeting frequency.

The joint committee, by consensus, shall develop a joint recommendation(s) which shall be brought forward to the Parties prior to the commencement of the next round of bargaining. Adoption of the joint recommendation(s), in whole or part, by way of amendments to the collective agreement, shall only be made by mutual agreement of the Parties.

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NEW LOU #13 re Article 25.07

During the course of 2022 negotiations, both parties made proposals that would amend the appointment process and specifically the relative priority of candidates. The Employer proposed a process that would give priority to the most qualified candidate (among qualified candidates). The Union proposed a process that would enable internal candidates, who may not meet the appointment qualifications, an opportunity to accept the appointment for career development purposes.

The Parties have agreed to amend the process, pursuant to the provisions below, but on a trial basis only. Therefore, Article 25.07.1 below is valid and replaces Article 25.07(a) in the collective agreement for the period beginning on the date of ratification and ending on the date either party provides written notice to bargain for the next round of negotiations (the "Expiry Date"). [Note: for clarity, all other provisions of Article 25 would continue to apply in the normal course, including in particular, the probationary period for current employees taking on a new appointment (whether 3 months per 25.08(a) or 6 months per 25.08(c).]

Prior to the Expiry Date, the parties agree to meet to discuss the impact of Article 25.07.1 below. The parties may agree to extend the application of 25.07.1 beyond the Expiry Date and/or amend Article 25.07(a) of the collective agreement. If the parties do not agree to extend or amend, Article 25.07.1 shall cease to apply on the Expiry Date and Article 25.07(a) shall re-apply.

For the purposes of the meeting referenced above and to facilitate an informed discussion between the parties therein, upon request of the Union, the Employer will share a summary of candidate interviews along with related assessment materials.

The Employer shall provide notice to the Union whenever at least two internal candidates are in competition for a position that may trigger the new 25.07.1 (a.1) and the Union may request that a steward be present, solely in the role of observer, in the interviews of those candidates for that position. [Note: for clarity, interview attendance only for underfill candidates]

ARTICLE 25 - APPOINTMENTS

25.07.1 APPOINTMENTS

(a) Required Knowledge, Skills and Abilities

Among those candidates who have the required knowledge, skills and abilities, the most qualified internal or external candidate ~~with the most seniority~~ shall be offered the appointment. Where the University determines that two or more candidates are equally qualified, the candidate with the greater seniority shall be offered the appointment. (Note: external candidates have zero seniority.)

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- (a.1) Where no candidate has the required knowledge, skills and abilities, an internal applicant will be offered the appointment, provided:
- they have a demonstrated aptitude for the position;
 - they could meet the required knowledge, skills and abilities within a reasonable on-the job training period

If there are multiple internal applicants in this circumstance whose overall candidacy is relatively equal, the candidate with the greater seniority will be offered the appointment.

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Appendix Z
Term & Compensation Agreement

1. Term: 3 years: July 1, 2022 – June 30, 2025
2. General Wage Increase Schedule

Salary scales will be paid in accordance with the salary schedule set out below. All Employees shall receive general increases on the dates set out below in accordance with the following schedule:

- (a) Effective the first day of the first full pay period after July 01, 2022, all wage scales 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 the first day of the first full pay period after July 01, 2023, all wage scales which were in effect on June 30, 2023 shall be increased by six point seven five percent (6.75%). The new rates of pay shall be rounded to the nearest whole cent or dollar as applicable. (Note: This increase includes the COLA amount of 1.25% in addition to the 5.5% general increase.)
- (c) Effective the first day of the first full pay period after July 01, 2024, all wage scales 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 #15 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 agreement and any employees who retired on or after July 1, 2022.

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3. Flexibility Allocation

The Flexibility Allocation (Y1: \$61,427 and Y2: \$125,464) has been allocated as follows:

Item	Approximate Annual Cost	
	Year 1	Year 2 and ongoing
i. enhanced severance pay (per 12.09)	\$3000	\$3000
ii. enhanced bereavement leave (per 20.01)	\$1000	\$1000
iii. enhanced Support Staff Innovation Fund (per LOU 10)	\$57,427 (one-time adjustment, does not carry forward)	\$21,864
iv. new Wellness Spending Account (per LOU 14)	nil	\$99,600
TOTAL	\$61,427	\$125,464
TOTAL Flexibility Allocation	\$61,427	\$125,464
Balance	\$0	\$0

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Articles Included: Comprehensive, including compensation

NEW LETTER OF UNDERSTANDING 14 **Re: Wellness Spending Account**

The parties agree that in order to assist in the enhancement of the health and wellness of employees, a Wellness Spending Account (WSA) shall be provided to eligible employees, defined as: all Regular employees (Full-Time and Part-Time) with an employment status of twenty (20) or more hours per week.

Effective on the date of ratification or July 1, 2023, whichever is later, each eligible employee shall be allocated an individual WSA account of \$300. This account shall be replenished to \$300 on January 1, 2025 and each anniversary thereafter.

The WSA will be subject to Canada Revenue Agency rules and requirements for taxable benefits.

Employees shall be permitted to use their WSA towards health & wellness initiatives, such as:

- Membership and/or admission to fitness facilities;
- Textbooks and/or related media on health and/or wellness related topics;
- Smoking cessation, weight loss or addictions programs;
- Classes/courses for health/wellness enhancement or for personal or professional development
- Fitness Instruction/ Personal Trainers
- Wellness Activities and Lessons (including, but not limited to Art classes, Music lessons, Pre-natal classes, language and sign language classes, etc.)
- Ski Passes, Parks Canada Passes, Passes for other outdoor activities

It is understood the WSA shall not be used for the purchase of physical items (such as fitness equipment). However, for physical items directly related to a health & wellness initiative otherwise approved, employees may on an exceptional basis make a special request for approval.

To promote employee wellness this benefit is to be used during the calendar year in which it is earned.

Employees must submit receipt(s) for purchases made within the applicable calendar year for approval of reimbursement, pursuant to the process to be established by the Employer. Reimbursement shall be processed on a quarterly basis.

If an employee has unused WSA funds when they leave the employ of Capilano University, that unused allowance is forfeited.

Settlement Offer

Tabled: 28Feb2023; 6amPT via email only
Revised & re-Tabled 11June2023 4pmPT via email only

Articles Included: Comprehensive, including compensation

Letter of Understanding #15

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 LOU#15. 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 April 1, 2023 and April 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.

April 2023

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

April 2024

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

APPENDIX "B"

July 20, 2023

To: Brett Matthews
Associate Chair, Adjudication

From: Dave Schaub
Mediator

Re: Capilano University – and – MoveUp (Canadian Office and Professional Employee' Union
Local 378)
S74 – Case No. 2023-000439

On June 28, 2023, I met with the parties to establish a Return to Work Protocol Agreement that would allow for the labour dispute to conclude at Capilano University. The parties continued to exchange proposals following that date but were unable to reach agreement on several issues. On July 11, 2023, I was requested by the Employer to provide a report to the parties and Associate Chair as provided for under Section 74(5) of the *Labour Relations Code*. On July 12, 2023 I was requested by the Union to provide a report with recommendations to the parties to bring the labour dispute to conclusion. The Employer subsequently agreed to the report with recommendations being provided to the parties.

In response to that request, I am attaching my report with recommendations to you for consideration of the parties.

IN THE MATTER OF A COLLECTIVE BARGAINING DISPUTE

BETWEEN:

Capilano University
(the “Employer”)

AND:

MoveUp
Canadian Office and Professional Employees Union – Local 378
(the “Union”)

RECOMMENDATIONS
SUBMITTED TO THE PARTIES ON
July 20, 2023

BY

DAVID SCHAUB
MEDIATOR
LABOUR RELATIONS BOARD

Introduction

MoveUp – Local 378 (the “Union”) has been certified since December 17, 1974 to represent approximately four hundred and eleven (411) bargaining unit employees employed by Capilano University (the “Employer”). The most recent collective agreement between the parties expired on June 30, 2022.

Since this time the parties have met approximately ten (10) times in direct collective bargaining. Not all issues had been resolved between the parties so an application for Mediation was made to the Labour Relations Board on April 11, 2023. I was appointed as the Mediator on April 17.

Since this time, I have met with the parties in mediation and extensively explored a mediated resolution to the outstanding issues. As a result of this effort, and the efforts of the parties involved, the overwhelming majority of the issues outstanding between the time I was appointed and the dates of these recommendations are now resolved. However, the issue of a Return to Work Protocol remains outstanding and is holding the parties at impasse.

Having worked on these issues at mediation, it is clear at this time that the parties are unable to resolve the issues themselves and given the circumstances surrounding this impasse, I have determined that it is appropriate to provide the parties with non-binding recommended terms for the Return to Work Protocol.

I believe it represents a reasonable outcome to conclude collective bargaining and the parties should give genuine consideration to acceptance of the Return to Work Protocol as a resolve to the labour dispute.

RECOMMENDATION

I am required to exercise my duties in a manner that conforms to Section 2 of the *Labour Relations Code of BC*. In my view the recommended Return to Work Protocol represents the best means for both the Employer and the Union to achieve their mutual goal.

My recommendations are as follows:

1. Matters Previously Agreed

All matters previously agreed to in the Memorandum of Agreement remain and shall be implemented as agreed to between the parties.

2. Matters Previously Discussed

All matters previously discussed and not contained in these recommendations are considered withdrawn on a without prejudice basis.

3. Continuation of the 2019 - 2022 Collective Agreement

The terms and conditions as set forth in the 2019 - 2022 Collective Agreement shall be deemed to be in full force and effect upon the ratification of the RTW Protocol except where amended by the Memorandum of Agreement agreed to by the parties.

4. Issues

During the mediation on the Return to Work Protocol, there was considerable discussion in regard to the application of the provisions of the Collective agreement during and following the labour dispute and its impact on the provisions of Seniority under Article 11 , Vacation under Article 17 and Sick Days under Article 18.

In each case I have considered them separately.

Article 11 – Seniority Accrual

Article 11.03 (a) (xi) would be applied with the renewal of the Collective Agreement.

Article 17 - Vacation

The Return to Work Protocol Agreement deals with issues of vacation entitlement and pre-approved vacation under points 8, 9 and 10.

Article 18 – Sick Days

Article 18.01 (a) would be applied with the renewal of the Collective Agreement.

The Return to Work Protocol (attached as Appendix “A”) is to provide for a transition from the labour dispute to an orderly return to work and implementation of the Memorandum of Agreement between parties.

Summary

In my view, the best course to achieve a viable bargaining outcome would be for the parties to accept these recommendations. The alternative is a protracted dispute between the parties resulting in significant consequence to the services provided by the University.

I request the parties to recommend acceptance of the foregoing recommendations for settlement to their respective principals.

I reserve the right to clarify these recommendations as required and to deal with any implementation issues.

I would be remiss in not thanking the parties for their efforts in mediation and their detailed submissions to guide me in developing these recommendations.

Dated in Vancouver, B.C. this 20th day of July 2023.

David Schaub
Mediator

APPENDIX "A"

RETURN TO WORK PROTOCOL

Return to Work Protocol Agreement

(RTW Protocol Agreement)

Between

Capilano University

(the “Employer”)

And

MoveUp, Local 378

(the “Union”)

With respect to the above cited subject matter, the Employer and the Union do hereby expressly agree as follows:

- (1) It is mutually agreed that the Union and bargaining unit employees employed by the Employer shall cease all strike-related activities against the Employer effective forthwith the execution of this RTW Protocol Agreement.
- (2) It is mutually agreed that all Union bargaining unit employees employed by the Employer shall return to work at their regular job and work location at their normal starting time on July 24, 2023, save and except that each Union bargaining unit employee shall retain the right to be absent from work on that date and thereafter because of normal day(s) off work; vacation (subject to paragraph 9 and 10); leave of absence, sickness or long-term disability or Workers' Compensation; or any other reason allowed by either Collective Agreement or the Employer. Such return to work by Union members shall effectively end their strike and that of their Union against the Employer, except as expressly provided otherwise by Paragraph (3).
- (3) Notwithstanding the provisions of Paragraphs (1) and (2) above, the Union and Union bargaining unit employees shall retain the right to resume strike action against the Employer and the Employer shall retain the right to Lock-out Union bargaining unit employees, without notice in either case, in the event that either the Union or the Employer fails to ratify the Memorandum of Agreement signed by and between the parties on July 24.

- (4) Subject to the ratification of the RTW protocol Agreement and Memorandum of Agreement, it is agreed that the BC Day Statutory Holiday shall be honoured for all bargaining unit employees and shall be compensated by the Employer.
- (5) In order to facilitate an orderly return to regular operation, the Parties agree that there shall be no disciplinary action of any kind by the Employer, as a result of any lawful activities during the labour dispute.
- (6) The Employer shall comply with all relevant records retention and privacy legislation as relating to material and records collected in connection with the labour dispute.
- (7) The Employer agrees not to seek any reimbursement from either the Union or any bargaining unit employees for benefit plan coverages paid for by the Employer while the Union and its members were on strike against the Employer. It is understood that there shall be no pensionable service credited for the duration of the labour dispute and no ability to re-purchase that time.
- (8) Seniority of all bargaining unit employees shall be continuous for the period of the labour dispute for the purpose of calculation of vacation entitlement.
- (9) As provided for under *Article 17.11 – No Change in Schedule Vacation or Bridge Period without Employee's Consent*, bargaining unit employees who had vacation that was pre-approved prior to the commencement of the labour dispute shall receive vacation pay for the pre-approved vacation time. However, if the bargaining unit employee does not want to receive vacation pay for the pre-approved vacation during the labour dispute, that pay/time shall be re-credited to their vacation allotment.
- (10) Bargaining unit employees who had vacation pre-approved prior to the labour dispute commencing shall continue to have their vacation honoured.
- (11) Notwithstanding anything, all pay discrepancies identified by the Union and confirmed by the Employer, including flexible work week miscalculations, shall be corrected no later than the second pay period following the date of ratification.
- (12) In the event of any dispute between the Employer and the Union concerning the interpretation, application, operation or any alleged violation of any provision of this Return to Work Protocol Agreement, the issue(s) in dispute shall be resolved by grievance and arbitration, if necessary, in accordance with the grievance and arbitration procedure(s) contained in the Collective Agreement, for which the purpose all of the provisions of this Return to Work Protocol Agreement shall be deemed to be

incorporated into the Collective Agreement then in force and effect between the Union and the Employer as if set forth in full therein in writing, and shall so apply.

Any dispute requiring Arbitrator intervention shall be submitted and rendered within thirty (30) days, unless extended by mutual agreement between the parties.

- (13) This Return to Work Protocol Agreement may be changed at any time by the written agreement of the Employer and the Union.

Dated this 21 day of July, 2023 in Vancouver, B.C.



For Capilano University



For MoveUp Local 378