

**TEMPORARY MID CONTRACT MODIFICATION**

BETWEEN

**Vancouver Island University (the "Employer")**

And

**CUPE, Local 1858 (the "Union")**

**Collectively the "Parties"**

**Re: Workforce Adjustment Agreement – Temporary Collective Agreement Variance due to COVID-19 Pandemic**

**RECITALS:**

- A. The Parties recognize that the extraordinary and unprecedented circumstances arising out of the COVID-19 pandemic and associated declarations of national and provincial states of emergency, issuance of Public Health Orders, and related official government guidance and recommendations have had an impact on operations at VIU.
- B. The Parties have a mutual desire to minimize the impact of the COVID-19 virus on employees, workplaces and the community, and
- C. The Parties wish to enter into this agreement in order to temporarily modify the terms of certain provisions of the Collective Agreement. As a result, due to these extraordinary circumstances, on a without prejudice basis, the parties agree to the following temporary "variance" to the terms and conditions of the current collective agreement:

**OPERATIVE TERMS:**

**GENERAL PRINCIPLES**

- 1. This Agreement is made on a Without Prejudice and Without Precedent basis to either party's interpretation of the language of any provision in the current collective agreement, and will not form a precedent for any future bargaining on the issue between the parties. This agreement will not represent a waiver on past practice or collective agreement provisions that govern the parties.



2. This Agreement is intended to be temporary and solely in response to the COVID-19 Pandemic.
3. This Agreement shall form part of the Collective Agreement and the Collective Agreement is modified only to the extent expressly stated in this Agreement.
4. In the event of a conflict between this Agreement and the Collective Agreement, this Agreement shall prevail. Where this Agreement is silent, the Collective Agreement shall apply.
5. This Agreement is subject to ratification/approval by all parties, including PSEA as the bargaining agent.
6. This Agreement and the discussions between the parties leading to its creation satisfy the requirements of section 54 of the *Labour Relations Code* in the event those provisions apply to workforce adjustments due to COVID-19.
7. If either party is of the view that changing circumstances relating to COVID-19 materially alters the basis upon which a term in this Agreement was negotiated, the parties will have further discussions to revise that term in order to preserve its original intent.
8. In the event there is a dispute amongst the Parties on the application of this Agreement, the Parties will meet to discuss a resolution. If the Parties are unable to reach agreement on the matter in dispute, any grievance filed shall initiate directly at Step 3 of the grievance procedure (Article 8.05). It is agreed that the requirements of Article 8.05 and the 20 day timeline set out therein shall apply to the filing of such a grievance.

#### TERM

9. This Agreement is effective and applies to layoff initiated as of July 9, 2020 and will expire on December 31, 2020 unless extended by written agreement. Any rights exercised during the life of this Agreement will survive its expiry to the extent necessary to fulfil those rights.

#### TEMPORARY COVID-19 RELATED VARIANCE(S)

##### 10. Article 12 Layoff

Where a layoff is required, the Parties agree to temporarily amend the following provisions of Article 12:

- a) During the Notice Period, employees may elect to use, freeze or be paid out earned banks in accordance with the collective agreement: e.g. earned vacation, banked overtime. Use of earned banks may not be used to extend the Notice Period. Sick leave may be used in the event of illness during the Notice Period but not used to extend the Notice Period. Any unused banks will remain with the employee and available upon recall.

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- b) In addition to the provisions in Article 12.02, regular employees with appointments of less than twelve months, who are on a seasonal break and whose work does not resume at the expected date, or have their appointment shortened, due to work availability as a result of the COVID-19 pandemic, will be entitled to all rights defined in Articles 12.03, 12.04, 12.05 and 12.06.
- c) In lieu of the Joint Adjustment process, set out in Article 12.03 a) to c), the Employer may offer, in order of seniority, other options under Article 12.03 at their discretion. The Employer may offer these options before or after the formal layoff notice. Redeployment will only occur during the Notice Period.
- d) In addition to requirements of Article 12.03 d), the Employer will layoff positions, by job classification, within each department and proceed sequentially in the following order:
  - a. Voluntary layoff – where the Employer decides there will be a reduction in workforce, employees may volunteer to receive a layoff out of seniority order; then
  - b. Temporary employees – by Inverse Order of Seniority; then
  - c. Regular employees – by Inverse Order of Seniority.
- e) The Employer may deem that employees with specific skills, knowledge or ability may be retained in positions requiring specific skills knowledge or ability, regardless of their seniority, where other more senior employees do not possess these skills, knowledge or abilities.
- f) Employees on leave, including maternity, parental and sick leave, will not be subject to lay off until the end of their leave.

#### 11. Redeployment Opportunities

The Employer will attempt to identify redeployment opportunities for employees subject to layoff during the layoff notice period. This includes work outside of the normal classification of the redeployed employees where those employees are qualified to perform the work to which they are being redeployed. Where the Employer opts to redeploy impacted employees, the following provisions and principles will be applied:

- a) Redeployment work is considered temporary in nature and Article 13 will not apply. Should the Employer determine the redeployment work has become permanent, that position will be posted pursuant to Article 13.
- b) The Employer will create a process for laid-off employees to express interest in performing available work. To facilitate this, employees who have received layoff notice will be asked to specify their:
  - i. interest in specific work;
  - ii. knowledge, skills, abilities, and work experience;
  - iii. availability to work non-standard work hours and work weeks;
  - iv. work restrictions, if any;
  - v. preferred method of contact; phone, text, email etc.

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- c) Redeployment opportunities may be institution-wide.
- d) For each redeployment opportunity, the Employer will offer the redeployment to the senior and employer deemed qualified employee from the list of employees who have indicated interest in redeployment opportunities.
- e) Employees will have two working days to accept or reject the redeployment opportunity and five additional working days to report to work.
- f) Employees working in temporary redeployment opportunities will be paid at the rate of the job classification in which they are working or their base position, whichever is higher.
- g) Redeployment will not involve displacing a current incumbent.
- h) Employees who are redeployed will have their 'Notice Period' paused for the duration of the redeployment.
- i) For clarity, the option of temporary redeployment to alternate duties as set out above is subject to there being work available as identified by the Employer.

## 12. Article 12.06 Recall and Bumping

In variance of Article 12.06:

- a) Employees who are issued layoff notice during this agreement will not be entitled to exercise bumping rights under Article 12.06(b) until sixteen (16) weeks after their layoff date. Within five (5) working days following this date, the employee will notify the Associate Vice-President, Human Resources, or designate, in writing, if they wish to exercise their bumping rights.
- b) Employees who are recalled to a position other than their base position will retain the ability to be recalled into their base position should that position become available.
- c) Employees who choose not to recall to their base position are considered to have resigned their employment.
- d) Employees will have three (3) opportunities to reject recall to a regular position (other than to their base position) and stay on the recall list.
- e) Temporary employees are not subject to layoff, bumping or recall provisions under the collective agreement or this agreement. Temporary employees whose contracts are cancelled prior to the expected date due to COVID-19 related measures will be placed on a separate recall list. Temporary employees who are qualified for temporary work assignments will be offered those opportunities based on seniority.
- f) Regular employees will be offered recall before temporary employees.

## 13. Article 12.02 b) - Entitlement to Benefits

In addition to Article 12.02 b), regular employees who are laid off and on recall shall continue to receive extended health, dental benefits, Life and AD&D for six (6) months after the end of the notice period. Regular employees who are laid off and on recall shall continue to receive LTD coverage for 31 days following the end of the notice period.

## 14. Article 11 – Seniority

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In variance to Article 11, regular employees who are laid off shall continue to accrue seniority during their recall period, based on their prior appointment.

**15. Article 32**

In variance of Article 32, the Employer and the Union agree that in the event that either the Federal or BC Provincial Government changes any employment related legislation, the parties will meet to discuss the implications of the changes and will attempt to amend this Agreement accordingly.

**Signed:**

On behalf of Vancouver Island University



Dan VanderSluis  
AVP, Human Resources

On behalf of CUPE, Local 1858



Tiffany McLaughlin  
President, CUPE 1858

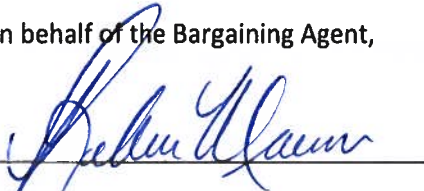
July 13/20

Date

July 13/20

Date

On behalf of the Bargaining Agent,



Rebecca Maurer  
Chief Executive Officer  
Post-Secondary Employers' Association

July 13/20

Date



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