

## Memorandum of Agreement (MOA) Template

### MEMORANDUM OF AGREEMENT

between the

Vancouver Island University

(hereinafter called "the Employer")

and the

Canadian Union of Public Employees (CUPE) Local 1858

(hereinafter called "the Union")

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

#### **AND**

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

THAT THEIR COLLECTIVE AGREEMENT COMMENCING JULY 1, 2022 AND EXPIRING JUNE 30, 2025 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

#### **1. Previous Conditions**

All of the terms of the 2019-2022 Collective Agreement continue except as specifically varied below.

#### **2. Term of Agreement**

The term of the new Collective Agreements shall be for 36 months from July 1, 2022 to June 30, 2025 both dates inclusive.

#### **3. Effective Dates**

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

**4. Appendix "A"**

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

**5. Appendix "B"**

The Employer and the Union also agree to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Appendix "B".

**6. Appendix "C"**

The Employer and the Union agree to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Appendix "C" – 2022 CUPE Template Table ("CTT").

**7. Ratification**

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

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

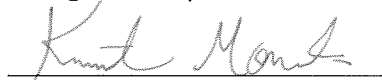
Signed this 13<sup>th</sup> day of April, 2023.

BARGAINING REPRESENTATIVES  
FOR THE EMPLOYER

  
\_\_\_\_\_  
Patricia Elliott

  
\_\_\_\_\_  
Melissa Townsend

  
\_\_\_\_\_  
Megan Bailey

  
\_\_\_\_\_  
Kristine Monk

  
\_\_\_\_\_  
Andrew Armour

  
\_\_\_\_\_  
Kamala Morgan

BARGAINING REPRESENTATIVES  
FOR THE UNION

  
\_\_\_\_\_  
Tara Brooks

  
\_\_\_\_\_  
Tiffany McLaughlin

  
\_\_\_\_\_  
Quinn Ramsay

  
\_\_\_\_\_  
Judy Morris

  
\_\_\_\_\_  
Shannon McKenzie

  
\_\_\_\_\_  
Stephen Doering

## Appendix A

To Be Printed on the inside cover of the Agreement:

“Vancouver Island University and CUPE Local 1858 acknowledge that this Collective Agreement was negotiated on the ancestral and traditional territory of the Snuneymuxw First Nation. We are grateful to the people of the Snuneymuxw, Quw’utsun, Tla’amin, Snaw-naw-as, and Xwkwá’luxwun First Nations on whose lands we live, work, learn, and share knowledge.”

### Article 1.05 d)

#### d) Casual Employee

“An employee hired to fill a specific work requirement, which will not normally exceed ninety (90) calendar days. A break of fourteen (14) calendar days or more between days worked by an employee in a work unit shall constitute a new appointment for the purpose of counting the ninety (90) calendar days. Consistent with Article 13.01 such vacancies are not subject to postings.

When an assignment is expected to be longer than ninety (90) calendar days a temporary position will be created and will be posted as per Article 13.01 unless such posting is waived by mutual agreement by the parties. After consultation between the union and the employer, a 90-day casual appointment can be extended up to an additional forty-five (45) calendar days to allow for a posting process as per Article 13.01 or for other reasons. In the subsequent temporary posting, the incumbent casual employee in the extended casual position, who identifies themselves as the incumbent, will be deemed an internal applicant for that posting only.

Notwithstanding the above, after a ninety (90) day casual appointment has ended, a new casual appointment in the same position is permissible where there is a new reason for the new appointment.

An employee hired in a casual appointment will earn the hourly rate, pursuant to the Joint Job Evaluation, if they are performing the core duties and accountabilities of the position.”

(To be inserted – “Article 29.06 Pay in Lieu of Benefits for Casuals”

“In lieu of health benefits casual employees shall receive an additional 4 percent (4%) on their base wage, to be paid bi-weekly.”

### "12.01 LAYOFF DEFINITIONS

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

The expiry of a temporary position does not constitute a layoff except that when a regular employee is in a temporary position that is reduced in hours or the appointment ends Article 12.02 (b) and 12.06 (c) shall apply.

In the event of multiple layoffs resulting from a decrease in the amount of work to be done, temporary employees working in a position identified for layoff shall have their appointments ended ~~be laid off~~ prior to any regular employees being laid off. Such layoffs shall be in the reverse order of seniority, skill, knowledge and ability considered.

A seasonal layoff is defined as the regularly scheduled layoff period for employees working in a regular appointment that is less than fifty-two (52) weeks per year."

### 12.03 PROCESS PRIOR TO FORMAL NOTICE FOR NON-SEASONAL LAYOFFS

#### "1) Pre-Layoff Canvass

a) Where the Employer identifies to the Union a need to proceed with a layoff of a regular employee pursuant to Article 12.04, the Employer shall, prior to issuing a layoff notice under Article 12.04:

i) Within an area identified for reduction, canvass any employee (with skill, knowledge and ability considered) in order to invite, on a voluntary basis, resignation with severance benefits of one (1) month for each full year of service up to a maximum of three (3) months.

ii) Written notice of the pre-layoff canvass to the group of employees within the area identified for reduction and to the Union. Responses from employees to the pre-layoff canvass will be accepted by the Employer for consideration if submitted within fourteen (14) calendar days of issuance of a written notice.

iii) Where the number of volunteers exceeds the number of positions to be reduced, the determination shall be on the basis of seniority, with department need considered.

iv) Where an employee selects an option to resign, which shall be confirmed in writing by the Employer, such acceptance is final and binding on the employee.

#### 2) Joint Adjustment Committee Process

Where the Employer identifies to the Union a need to proceed with a layoff of a regular employee pursuant to Article 12.04 and no pre-layoff canvas is accepted, the process will be as follows:

a) Informal notice is delivered to a standing Joint Adjustment Committee (consisting of two (2) Union and two (2) management representatives), who will convene as soon as reasonably practical. Substitutes to the committee may be required to expedite the process. The committee will have up to fourteen (14)

calendar days from when the notice is delivered to complete their work. This period can be extended upon agreement of both parties.

b) The Joint Adjustment Committee will review all options to reduce the impact of the layoff. If an immediate solution cannot be found by the committee, the committee will support Human Resources in canvassing targeted areas. Prior to the commencement of canvassing, the potentially impacted employee and the Union will be given informal notice while the Joint Adjustment Committee continues its work.

c) It is anticipated that any and all options will be reviewed to reduce or eliminate the need for layoffs, including, but not limited to the following:

- Job sharing;
- Reduced hours of work through partial leaves;
- Transfers to other areas within the bargaining unit subject to available work and meeting qualifications, with minimal training required;
- Paid and unpaid leaves of absence for use to seek alternate employment, retirement adjustment, retraining, etc.;
- Voluntary pay in lieu of notice;
- Purchasing past pensionable service. If permissible the Employer will match a minimum of three (3) years' contributions to the appropriate pension plan (Municipal Pension Plan) where an employee opts for early retirement;
- Early retirement incentives;
- Agreed secondment;
- Retraining;
- Trial retirement;
- Continuation of health and welfare benefits;
- Filling vacant positions, regardless of level, if qualified;
- Combinations and variations of the above or other alternatives.

d) Should the Joint Adjustment Committee be unsuccessful in reaching an agreement to reduce or eliminate the need for a layoff, the following process will be followed:

- A Bumping Committee of two (2) Union and two (2) management representatives may be convened;
- Formal notice will be issued to the least senior employee in the impacted position in the area affected. Formal layoff notice will be issued by the manager and the Union will be notified.

e) The processes of the Joint Adjustment Committee may be waived by agreement when addressing multiple layoffs in an area at one time."

#### **"17.01 GENERAL HOLIDAYS**

- a) General Holiday Pay

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

|                      |  |
|----------------------|--|
| New Year's Day       | Labour Day                                       |
| Family Day           | <u>National Day for Truth and Reconciliation</u> |
| Good Friday          | Thanksgiving Day                                 |
| Easter Monday        | Remembrance Day                                  |
| Victoria Day         | Christmas Day                                    |
| Canada Day           | Boxing Day                                       |
| British Columbia Day |  |

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

- b) If a general holiday falls on a Saturday or Sunday, the Provincial declaration shall apply.
- c) Casual Employees In lieu of General Holiday pay as set forth above, a premium of five percent (5%) ~~four decimal six percent (4.6%)~~ will be added to the base rate of employees classified as casual.
- d) An employee who works on a general holiday shall receive the regular day's pay or equal time off with pay at the regular rate, and shall receive additional compensation at the rate of double (2) time for all hours worked; except for Christmas Day and New Year's Day when the additional compensation shall be the rate of double time and one-half (2 ½) for all hours worked.
- e) When an employee is normally scheduled to work on Christmas Day and New Year's Day the employee will have at least one of these days as a general holiday.
- f) . Where a General Holiday falls on a non-working day for an employee, the employee must be given an alternate day off with pay or choose to have the hours assigned for that day credited at straight time to their bank or choose payout at straight time. This day off must be scheduled prior to the end of the vacation year at a mutually agreed time."

#### **"18.02 VACATION ENTITLEMENT**

- a) Basic vacation entitlement will accrue at the following rates:

- i) 4.04 (4.62 for eight-hour employees) hours per pay period from the start of regular employment (three (3) weeks per year);
- ii) 5.39 (6.15 for eight-hour employees) hours per pay period from the pay period following the start of the fifth (5<sup>th</sup>) year of regular employment (four (4) weeks per year);
- iii) 6.73 (7.69 for eight-hour employees) hours per pay period from the pay period following the start of the tenth (10<sup>th</sup>) year of regular employment (five (5) weeks per year);
- iv) 8.08 (9.23 for eight-hour employees) hours per pay period from the pay period following the start of the eighteenth (18<sup>th</sup>) year of regular employment (six (6) weeks per year);
- v) An additional one (1) day of vacation starting in the twenty-first (21<sup>st</sup>) year of regular employment, to a maximum additional five (5) days, as follows:

1) 8.35 (9.54 for eight-hour employees) hours per pay period from the pay period following the start of the twenty-first (21<sup>st</sup>) year of regular employment (six (6) weeks and one (1) day per year).

2) 8.62 (9.85 for eight-hour employees) hours per pay period from the pay period following the start of the twenty-second (22<sup>nd</sup>) year of regular employment (six (6) weeks and two (2) days per year).

3) 8.89 (10.15 for eight-hour employees) hours per pay period from the pay period following the start of the twenty-third (23<sup>rd</sup>) year of regular employment (six (6) weeks and three (3) days per year).

4) 9.15 (10.46 for eight-hour employees) hours per pay period from the pay period following the start of the twenty-fourth (24<sup>th</sup>) year of regular employment (six (6) weeks and four (4) days per year).

5) 9.42 (10.77 for eight-hour employees) hours per pay period from the pay period following the start of the twenty-fifth (25<sup>th</sup>) year of regular employment (seven (7) weeks per year).

Part time employees will have vacation entitlement pro-rated.

b) Temporary and casual employees shall earn their vacation entitlement and be paid out biweekly at the rate of six percent (6%) on gross earnings. Any temporary, casual or additional hours worked by a regular part-time employee in their regular position shall

be accrued for vacation purposes. Upon the request of a temporary employee, vacation entitlement can be accrued and used during the term of the temporary appointment. Any unused vacation entitlement will be paid out at the end of the temporary appointment.

c) Accrued vacation credits may be utilized at any time.

d) Regular employees on layoff who are called in for work in their department shall receive accrual of vacation equivalent to their basic entitlement.

e) Temporary employees with consecutive appointments totalling nine (9) months or longer shall, upon request, be granted up to three (3) weeks leave without pay per year at a time mutually agreed to between the employee and the supervisor."

**"18.11 ~~BANKING~~ CARRY OVER OF VACATION CREDITS**

With the immediate Supervisor's approval, regular employees will be permitted to carry over up to five (5) days of vacation per year accumulated to a maximum of fifteen (15) days, consistent with efficient staffing requirements and take it in a subsequent vacation year at a mutually agreeable time between the employee and supervisor."

**"21.01 BEREAVEMENT LEAVE**

In the case of bereavement in the immediate family an employee not on leave of absence without pay shall be entitled to special leave at the regular rate of pay, for the period of bereavement which shall normally not exceed five (5) working days, including, if necessary, an allowance for immediate return travelling time. The leave shall commence from the date of death to and including the date of the funeral, cremation, or interment. However, in the event the funeral, cremation, or interment is not held until a later date, the leave may be taken non-consecutively normally within three (3) months of the date of death.

Immediate family is defined as an employee's parent, spouse ~~wife, husband~~, common-law spouse, child, siblings ~~brother, sister~~, parents in-law ~~father in-law, mother in-law~~, grandparents, grandchildren, children of siblings, Indigenous Elder, and any relative who has been residing in the same household, or any other relative for whom an employee is required to administer bereavement responsibilities. If an employee is on vacation leave at the time of bereavement, the employee shall be granted bereavement leave and be credited the appropriate number of days to vacation leave credits.



**21.02 SPECIAL LEAVE**

An employee not on leave of absence without pay shall be entitled to special leave at the employee's regular rate of pay to a maximum of 10 days for the following:

- |  |  |
|--|--|
| a) Marriage of the employee  | three (3) days   |
| b) Attend wedding of the employee's child                          | one (1) day  |
| c) Adoption or birth of the employee's child                       | one (1) day  |
| d) Serious household or domestic emergency                         | one (1) day  |
| e) Moving household furniture and effects                          | <del>maximum of</del> one (1) day per year<br>January 1st to December 31st   |
| f) Attend the employee's formal hearing to become Canadian Citizen | one (1) day  |
| g) Attend funeral as pall bearer                                   | one (1) day  |
| h) Attend funeral as mourner                                       | up to seven (7) <u>or eight (8)</u> hours<br>per year for full-time employees,<br><u>depending on their standard work day,</u> and pro-rated for part-time employees, based on the employee's appointment January 1 <sup>st</sup> to December 31 <sup>st</sup> |
| i) <u>Cultural and religious observance days</u>                   | <u>up to two (2) days per year</u>   |

**21.03 FULL-TIME OR PART-TIME UNION OR PUBLIC DUTIES**

Employees may submit written requests to the Associate Vice-President, Human Resources or designate for a leave of absence without pay:

- a) For employees to seek election in a Municipal, Provincial, ~~or~~ Federal, or First Nation or other Indigenous election;
- b) For employees selected for a position with the Union or any body to which the Union is affiliated for up to a period of one (1) year. Such leave may be renewed each year, on request, during the employee's term in office. Such

employee shall receive pay and benefits as provided for in this Agreement but the Union shall reimburse the Employer for all pay and benefits during the period of absence.

Requests for full-time leave of absences shall be approved.

Requests for a leave of absence of up to 1.0 FTE for the CUPE President shall be approved.

Requests for part-time leaves of absence may be approved at the Employer's discretion subject to operational requirements.

#### 21.05 ELECTIONS

Any employee eligible to vote in a Municipal, Provincial, ~~or Federal~~, or First Nation or other Indigenous election or a referendum, shall have four (4) consecutive clear hours during the hours in which the polls are open, in which to cast their ballot.”

#### “24.01 SUPPLY OF WORK CLOTHES

- a) The Employer agrees to provide the appropriate uniform or wearing apparel to employees required to wear a uniform or standard form of dress and all health and safety apparel and equipment that WorkSafe BC requires the Employer to provide.

The Employer shall be responsible to clean and maintain all apparel referred to in section a).

- b) Vancouver Island University will require ~~regular, temporary and casual~~ all employees, in positions identified by the Occupational Health and Safety Regulation pursuant to the *Workers' Compensation Act*, to wear safety footwear.

Regular employees, occupying identified positions, will be reimbursed for the purchase of safety footwear as required but no more frequently than every ~~thirty-six (36)~~ twenty-four (24) months, unless approved by their supervisor. Footwear must meet the requirements of Canadian Standards Association Standard Z195 "Safety Footwear," pursuant to Industrial Health & Safety Regulations. Actual cost will be reimbursed to a maximum of two hundred ~~one hundred eighty~~ dollars (\$200 ~~180.00~~) upon submission of the receipt.”

#### 29.02 EMPLOYEE BENEFITS

The liability of the Employer in the provision of benefits under this article is limited to the protection purchased under the terms of the contracts entered into with the carriers.

a) **Medical Services Plan – See LOA #7**

MSP is the government operated medicare benefits program which provides basic health coverage. Employees are eligible to join MSP the first of the month following employment, providing they are in one of the following categories.

- i) Regular full-time (including full-time probationary);
- ii) Regular part-time (including part-time probationary) whose hours are thirty-five (35) hours biweekly or more;
- iii) Temporary (including temporary probationary) whose hours are thirty-five (35) hours biweekly or more ~~whose hours are forty (40) hours per biweekly or more~~ and whose appointment is for at least five (5) months.

Premiums are payable in the month of coverage.

The Employer will contribute one hundred percent (100%) of the premiums.

b) **Manulife Financial**

Manulife Financial is the benefits carrier which provides extended health benefits and dental coverage.

- i) **Extended Health Benefits**  
Employees are eligible to join EHB the first of the month following employment providing they are in one of the following categories:
  - 1) Regular full-time (including full-time probationary);
  - 2) Regular part-time (including part-time probationary) whose hours are thirty-five (35) hours biweekly or more;
  - 3) Temporary (including temporary probationary) whose hours are thirty-five (35) hours biweekly or more ~~whose hours are forty (40) hours per biweekly or more~~ and whose appointment is for at least five (5) months.

EHB will include:

- 1) Unlimited lifetime maximum;
- 2) EHB, at eighty percent (80%) reimbursement including hearing aid benefit claims up to a maximum of one thousand dollars (\$1000.00) every five (5) years, per covered family member.
- 3) Vision Care, at one hundred percent (100%)

reimbursement up to a maximum of six hundred fifty dollars (\$650) ~~five hundred dollars (\$500.00)~~ every two (2) years per covered family member; Vision Exams will be reimbursed at a total of one-hundred twenty-five ~~seventy-five dollars (\$125.00)~~ ~~\$75.00~~ every two (2) years, per covered family member.

Corrective eye surgery to a lifetime maximum of \$650 per member.

4) Emergency Travel Assistance. The Employer will contribute one hundred percent (100%) of the premiums.

ii) Dental Benefits

Employees are eligible to join the dental plan on the first of the month following one (1) month employment providing they are:

- 1) Regular full-time (including full-time probationary);
- 2) Regular part-time (including part-time probationary) whose hours are thirty-five (35) hours biweekly or more;
- 3) Temporary (including temporary probationary) whose hours are thirty-five (35) hours biweekly or more ~~whose hours are forty (40) hours per biweekly or more~~ and whose appointment is for at least five (5) months.

The Dental Plan shall provide coverage including:

- 1) One hundred percent (100%) of basic diagnostic, preventative, restorative and periodontic services (Plan A); dental recall exams (polishing, application of fluoride and recall) are once every nine months except covered dependent children (up to age nineteen (19)) and those with dental problems as approved by the Plan.
- 2) Sixty percent (60%) of major restorative services such as crowns, bridges, and dentures (Plan B);
- 3) Fifty percent (50%) of orthodontia ~~for dependent children~~ (Plan C) to a maximum three thousand dollars (\$3000.00) per member and covered family member child.

The Employer will contribute one hundred percent (100%) of the premiums.

iii) Group Life Insurance/Accidental Death & Dismemberment Insurance

Employees are required to join the group insurance program on

the first day of the month following one (1) month's employment provided they are:

- 1) Regular or probationary full-time;
- 2) Regular or probationary part-time with a minimum of thirty-five (35) hours biweekly.

The University contributes one hundred percent (100%) of premiums for life insurance and accidental death and dismemberment insurance.

NOTE: The Life Insurance Program is a single package. The current monthly contributions chart is available upon request to the Human Resources Office. Employees on leave of absence will be responsible for their own premiums except as otherwise provided in this contract.

- iv) Long Term Disability Insurance  
Employees are required to join the long term disability insurance program on the first day of the month following one (1) month's employment provided they are:

- 1) Regular or probationary full-time with a minimum of eight (8) months per year;
- 2) Regular or probationary part-time with a minimum of eight (8) months per year thirty-five (35) hours biweekly.
- 3) Employees in temporary positions moving into regular positions will join the plan immediately upon commencing a regular position.

The Employer contributes one hundred percent (100%) of premiums for long-term disability insurance.

### **29.03 CONTINUATION OF BENEFITS**

The Employer agrees to pay, on a twelve (12) month basis, the Employer's share of employee benefits for regular employees whose employment year is not less than nine (9) ~~ten (10)~~ months.

### **29.04 COVERAGE WHILE ON LTD**

Employees who are referred to JEIP or who have voluntarily applied to the JEIP, will have health and welfare and insurance benefit premiums covered during the three (3) month qualifying period for LTD. The University will pay 100% of premiums for applicable Health and Welfare benefits for employees

on Long Term Disability for the first twenty four (24) months of their approved LTD claim. Coverage for the Health and Welfare package may be maintained by an employee, subject to the terms and conditions of the applicable Health and Welfare benefit, who has been on long-term disability for greater than twenty four (24) months provided the employee is willing to pay the Employer's share of the premiums in addition to the employee's share.

#### **29.05 ABSENCE WITHOUT PAY**

Coverage for the Health and Welfare package may be maintained by an employee on unassisted leave, subject to the terms and conditions of the applicable Health and Welfare benefit, provided the employee prepays both the Employer's and employee's share of the premiums by post-dated cheques or payroll deduction. Any difference between the prepaid amounts and any increase in the premium costs during the leave will be reimbursed by the employee to the University upon termination of the leave.

#### **Update to Benefits Booklet (not for inclusion in collective agreement):**

Benefit Percentage (Co-insurance)

95 ~~80~~% of the first \$1,000 of paid expenses and 100% thereafter for

- Hospital Care
- Drugs
- Medical Services & Supplies
- Professional Services

#### **Mental Health Benefits:**

Effective July 1, 2023, Vancouver Island University will include in its CUPE Support Staff benefits plan a professional service of combined psychologist, social worker and registered counsellor with a maximum amount of \$750 per person per calendar year.

#### **Professional Services:**

Professional Services provided by the following licensed practitioners:

Chiropractor - \$200 per calendar year, limited to a maximum of \$20 ~~10~~ per visit for the first 5 ~~12~~ visits during any calendar year, combined with naturopath, subject to an overall maximum of \$500 per family per calendar year, combined with naturopath. Charges for x-rays are not eligible.

Podiatrist/Chiropodist - \$20 ~~10~~ per visit for the first 5 ~~12~~ visits during any calendar year, thereafter unlimited. Charges for x-rays are not eligible.

Massage Therapist - ~~\$2010~~ per visit for the first ~~5~~ 12 visits during any calendar year, thereafter unlimited.

Naturopath - \$200 per calendar year, limited to a maximum of ~~\$20~~ 10 per visit for the first ~~5~~ 12 visits during any calendar year, combined with chiropractor, subject to an overall maximum of \$500 per family per calendar year, combined with chiropractor. Lab fees are not subject to the per visit maximum.

Physiotherapist - ~~\$20~~ 10 per visit for the first ~~5~~ 12 visits during any calendar year, thereafter unlimited.

Recommendation by a physician for Professional Services is not required

**Article 28.12:**

"28.12 g) Employees hired on casual appointments for snow removal will be exempt from 90 day limitation on casual appointments set out in Article 1.05 d)."

**Letter of Agreement XX**

**Between**

**Vancouver Island University**

**AND**

**The Canadian Union of Public Employees, Local 1858**

"RE: Sick Leave Options Working Group

Sick leave for CUPE employees at VIU is currently provided as per Article 19 and involves earning sick leave credits on a monthly basis. This method of providing sick leave is unique to CUPE and does not align with the other employee units at VIU, all of whom use a short-term insurable disability model. The Employer wishes to explore the option of CUPE moving to an insurable model:

1. To address gaps in income experienced by employees without sick leave credits.
2. To provide equity within the bargaining unit.
3. To provide equity with other employee units.
4. To provide a secure, predictable sick leave model.

Accordingly, the Parties agree to create a joint working group to explore the following:

1. Various insurable short-term sick leave models.
2. Implications of a new model on work units.
3. Costing implications of a new model.
4. Options for existing sick leave banks.
5. Implications for current long-term employees.
6. Impact on family illness leave.
7. Impact on VIU processes.

The working group shall include up to four (4) CUPE representatives and four (4) VIU representatives, with representation from a variety of perspectives. It is also understood that additional resource people may be invited to attend.

The working group will recommend a preferred model to CUPE VIU Labour Management and the respective bargaining teams. The working group shall meet every two (2) months, or more as necessary, and will complete their work before the expiry of the current Collective Agreement (June 30, 2025)."

## **Letter of Agreement XX**

**Between**

**Vancouver Island University**

**AND**

**The Canadian Union of Public Employees, Local 1858**

"RE: Management of Workload

In accordance with the principles set out in the VIU People Plan and Article 1.01 in the CUPE-VIU Collective Agreement, the Parties agree to the following:

1. Create a Labour Management sub-committee to discuss issues relating to the management of the workload of employees in CUPE roles. The sub-committee shall include three (3) CUPE representatives and three (3) VIU representatives, with representation from a variety of departments. The mandate is to:
  - a) Explore individual and team workloads, in relation to the following:
    1. Leaves of absence
    2. Introduction of new technology
    3. Impact of vacant positions



- b) Develop orientation processes with respect to workload expectations for new employees.
- c) Identifying opportunities for efficient processes that could be adopted within the Institution.
- d) Develop recommendations for succession planning and processes for employees vacating positions.
- e) Develop a communication plan for managers and employees in relation to workload expectations.
- f) Discussion of principles for determining workload.

The Committee will write a report related to the foregoing items and make recommendations to Labour Management. The working group shall meet every two (2) months, or more as necessary, and will complete their work before the expiry of the current Collective Agreement (June 30, 2025)."

**Letter of Agreement XX**

**Between**

**Vancouver Island University**

**AND**

**The Canadian Union of Public Employees, Local 1858**

**"RE: Equity, Diversity, and Inclusion (EDI) Hiring Working Group**

The Parties agree that increasing representation from equity deserving groups at VIU is a priority for Vancouver Island University and CUPE Local 1858.

The Parties have a joint interest in:

- creating safe, inclusive work environments;
- fostering positive spaces;
- identifying and making efforts to remove barriers for individuals of equity deserving groups;  
and
- making recommendations to enhance equity, diversity, and inclusion in the workplace.

Accordingly, within 120 days of ratification, the Parties will establish a joint working group to discuss recommendations on methods to specifically attract and retain CUPE employees from equity deserving groups. The joint working group will be guided and informed by VIU's EDI Action Plan.

The Terms of Reference (TOR) of the working group is to:

1. Identify and develop initiatives to attract prospective employees from equity deserving groups.
2. Examine and identify potential barriers to hiring CUPE employees from equity deserving groups within the collective agreement.
3. Recommend changes, exceptions, and/or improvements to the collective agreement, where mutually agreeable.

The working group will make any recommendations, noted in paragraph three (3) above, to CUPE-VIU Labour Management. The working group will have a maximum of three (3) representatives from each party. It is also understood that from time to time, additional resource people over and above the three (3) representatives may be invited to attend. The working group shall meet every two (2) months, or more as necessary, and will complete their work before the expiry of the current Collective Agreement (June 30, 2025)."

Letter of Agreement XX

between

Vancouver Island University (VIU)

"the Employer"

and

Canadian Union of Public Employees, Local 1858 (CUPE)

"the Union"

**"RE: International Travel"**

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The parties agree that opportunities arise for CUPE employees to travel internationally, as part of their work or for professional development opportunities. The following constitutes an agreement between the parties on the parameters of compensation while travelling internationally.

1) For the purpose of this agreement, travel time is defined as the time upon arrival at the departing port to exiting the final destination port, including time spent at ports during layover stops. Any time that involves exiting of a port enroute to the final destination for non-work related reason, including traveling to hotel accommodation, is considered free time and not considered travel time. Direct traveling from port to port is considered travel time. Should a layover be required where the employee is unable to exit the port for non-work related reasons, travel time will begin upon arrival at the departing port until exiting the subsequent destination port.

2) When an employee is on travel time, they will be compensated at their base hourly rate and the other provisions within the VIU/CUPE Collective Agreement involving overtime or premium pay will not apply to travel time. This includes, but not exclusively, Article 14 – Hours of Work, Article 15 – Shift Work, Article 16 - Overtime, and related sub-articles.

3) All travel hours will be rounded up to the nearest quarter (1/4) interval.

4) Upon commencing work activity at the destination, the articles mentioned in item 2 above will apply.

5) Time away from work while at the travel destination (i.e. evenings and weekends) will be considered free time and is not considered work.

6) All travel expenses (airfare, hotel etc.) and meals will be covered as specified in VIU Policy 42.08. All provisions of the insurance carrier contract, as it relates to emergency travel benefit, will apply.

7) The means of travel chosen is required to be operationally feasible and cost effective. Management has the right to designate an employee's mode of transportation and manner of accommodation.

Considerations must include:

- the cost and efficiency of alternative transportation modes (i.e., time required to reach the destination and lost productivity);
- additional travel costs (accommodation, meals, taxi, vehicle rentals, overtime) associated with each alternative; and
- travel arrangements that mitigate the production of greenhouse gas emissions.

8) Should there be an unexpected travel delay then time spent traveling or in port will be considered travel time as provided in item 1 of this agreement.

9) At the conclusion of the travel, employees will be required to submit timesheets that include all travel time for final approval.

This agreement will be subject to renewal.

March 2023”

## Appendix B

The following are tentative agreements (“greens” or “T-Docs”) between the Employer and the Union that occurred during the course of negotiations. The Parties agree that the following “T-Docs” form part of this schedule and Memorandum of Agreement.

| T-Doc | Description  | Date signed |
|-------|--|-------------|
| 001   | General Housekeeping: Article 20.03 CUPE Learning and Development title update, Article 19.09 double periods, Article 22.05 sixty-two hyphen, Article 29.04 twenty-four hyphen, Article 14.08C remove obsolete language, Article 15.01 remove outdated premiums dated July 1, 2021, Article 15.02 remove outdated premiums and update language, Article 19.05 comma added, Article 23.02 update to reflect current composition and practice, Article 29.02 remove extra “00”, Articles 8.02 and 8.05 update to Lead Steward, Article 16.11 language update, Article 21.08 update 3 to 5 days per ESA, Article 28.10 update URL | 8 Feb 2023  |
| 002   | Article 22.06 SEB updated as per settlement LOA (housekeeping), Article 8.07 update, Article 20.02 update  | 10-Feb-2023 |
| 003   | LOA 3 remove, LOA 9 remove, LOA 11 remove, LOA 12 remove, LOA 7 renew  | 8 Feb 2023  |
| 004   | LOA 5 remove and language moved to Article 9 Arbitration, and LOA 10 Designated 40-Hour Work Week renew  | 9 Feb 2023  |
| 005   | Appendix B remove and language moved to Article 23.01  | 10 Feb 2023 |
| 006   | Housekeeping: update “Administrative supervisor” and Direct supervisor” in articles 14.07, 15.05, 20.04C, and 21.06A   | 27-Mar-2023 |
| 007   | Article 21.10 Cultural Leave for Indigenous Employees (NEW), Article 6 Management Rights change to 2 paragraphs and separate clauses, Article 28.12 (Partial) add Animal Care Services and update F for credits to be utilized by Nov 30.  | 27-Mar-2023 |
| 008   | Article 26 add new paragraph on employee participation of JJE process  | 27-Mar-2023 |
| 009   | Article 33 add sentence on managers access to CA. Article 10.03 remove “in which the overall evaluation is unsatisfactory”, Article 10.04 add “Employee files will be held within the Human Resources Department.”   | 3-Apr-2023  |
| 010   | LOA 1 renew  | 3-Apr-2023  |
| 011   | LOA 2 renew with small additions under A and removal of “in order” in B. Article 2.10 change “the bargaining unit” to “Local 1858”. Article 11.03 Temporary seniority definition includes casual hours.  | 3-Apr-2023  |
| 012   | Article 30.02 add language on providing copies of purchase service agreements that may be considered work or services  | 4-Apr-2023  |

|     |   |            |
|-----|---|------------|
|     | presently performed or assigned to members. LOA 6 renew with minor addition in p. 13 that "Employees will claim standby premium through approval of timesheets" and include "Lab Coordinator, Deep Bay" designated position. LOA 4 renew. LOA 8 renew with minor adjustments removing p. 4 A and updating dates |            |
| 013 | Article 8.05 redraft of Steps   | 4-Apr-2023 |
| 014 | Article 19.01 Sick Leave Entitlement  | 4-Apr 2023 |



Vancouver Island University & CUPE Local 1858  
Collective Agreement Negotiations  
For Agreement Expired on June 30, 2022

|                        |
|------------------------|
| Article: Housekeeping  |
| Date: February 8, 2023 |
| Time: 3:46 pm          |

PME JRM

The parties agree to amend the Collective Agreement as follows:

**PROPOSAL NO: HE1**  
**ARTICLE NO: EMPLOYER GENERAL HOUSEKEEPING**

**Update reference to "CUPE T&D Committee" or "CUPE Training and Development Committee" to "CUPE Learning and Development Committee"**

20.03 Career Development Funds

- "a) The University shall make an annual commitment of ten thousand dollars (\$10,000.00) to be administered by the Joint CUPE Learning and Development Committee ~~on Training and Development~~. At the conclusion of each fiscal year an accounting of expenditures will be provided to the Union."

**Article 19.09 Joint Early Intervention Program and Joint Rehabilitation Committee**

**Remove the double .. under b) ii)**

- "b) The JRC will develop their own terms of reference and processes to reflect the following principles:
  - i) Jointly Managed – The JEIP will be jointly managed by the Employer and the Union.
  - ii) Mandatory – An employee may be referred for participation in the JEIP when absent for five (5) or more consecutive days of work, where it appears that there is a pattern of consistent or frequent absence from work, or at the request of the employee.. If an employee is referred, the employee must participate in the JEIP."

**Article 22.05 Parental Leave**

**Ending paragraph is missing a dash between "sixty two"**

"An employee's combined entitlement to a leave of absence from work under this Article shall not exceed a total of sixty-two (62) weeks plus any additional leave the employee is entitled to under clause 22.03 and clause 22.05 (d)."

## **Article 29.04 Coverage While on LTD**

**Hyphenate twenty four to be "twenty-four".**

"Employees who are referred to JEIP or who have voluntarily applied to the JEIP, will have health and welfare and insurance benefit premiums covered during the three (3) month qualifying period for LTD. The University will pay 100% of premiums for applicable Health and Welfare benefits for employees on Long Term Disability for the first twenty-four (24) months of their approved LTD claim. Coverage for the Health and Welfare package may be maintained by an employee, subject to the terms and conditions of the applicable Health and Welfare benefit, who has been on long-term disability for greater than twenty-four (24) months provided the employee is willing to pay the Employer's share of the premiums in addition to the employee's share."

**PROPOSAL NO: HE2**

**ARTICLE NO: GENERAL HOUSEKEEPING**

**Article 14.08 c) to have the font and size corrected to match style to Arial 11. Remove obsolete language as it is now past July 1, 2020.**

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

- a) New positions created and vacant positions may include Saturday and/or Sunday as a regular workday. Postings for these positions shall state the consecutive days of work.
- b) No regular employee hired prior to May 15, 2000 shall be required to work Saturday or Sunday as a regular workday, unless the employee is currently scheduled to work Saturday or Sunday.
- c) ~~A premium of one (1) additional hour of pay per shift shall apply to all regularly scheduled work on Saturday and Sunday.~~  
Effective July 1, 2020: A premium of forty-five (45) minutes of pay per shift shall apply to all regularly scheduled work where the majority of hours fall on a Saturday and/or Sunday.
- d) No employee shall be laid off or have their hours of work reduced as a result of this Article."

**PROPOSAL NO: HE3**

**ARTICLE NO: 15.01**

**ARTICLE TITLE: DEFINITION OF SHIFT FOR REGULAR EMPLOYEES**

**Update of premiums from last round as past July 1, 2021.**

- a) All hours worked on any shift which starts between 4:30 a.m. and 1:59 p.m. inclusive shall be considered a day shift.
- b) All hours worked on any shift which starts between 2:00 p.m. and 8:59 p.m. shall be considered a second shift.



- c) All hours worked on any shift which starts between 9:00 p.m. and 4:29 a.m. shall be considered a third shift.

**DEFINITION OF SHIFT FOR PART-TIME EMPLOYEES**

A part time employee will receive a shift premium of eighty fifty cents (\$0.850) per hour for all hours worked on shift fifty percent (50%) or more of which is regularly scheduled between 6:00 p.m. and 6:00 a.m. ~~Effective July 1, 2021, the premium will be eighty cents (\$0.80) per hour.~~

**ARTICLE NO: 15.02**

**ARTICLE TITLE: SHIFT PREMIUM**

**To correct bullet formatting, font, and size and update premiums from last round as past July 1, 2021.**

- (a) "Shift premiums shall be paid for all hours worked on a second or third shift. Shift premiums shall be:
- Eighty Fifty cents (\$0.850) per hour for second shift. ~~Effective July 1, 2021, eighty cents (\$0.80) per hour for second shift.~~
  - Eighty Fifty cents (\$0.850) per hour for third shift. ~~Effective July 1, 2021, eighty cents (\$0.80) per hour for third shift.~~

Shift premiums will apply to overtime hours worked in conjunction with a shift.

Where employees work a split shift, they shall receive eighty fifty cents (\$0.850) per hour for the entire shift. An employee on split shift is required to have an unpaid break of more than one (1) hour. ~~Effective July 1, 2021, the premium will be eighty cents (\$0.80) per hour.~~"

**PROPOSAL NO: HE4**

**ARTICLE NO: 19.05**

**ARTICLE TITLE: FAMILY ILLNESS**

**Missing a comma.**

"In the case of illness or care of an immediate family member, the employee may, after notifying the supervisor, use sick leave entitlement up to a maximum of five (5) days per calendar year."

**PROPOSAL NO: HE5**

**ARTICLE NO: 23.02**

**ARTICLE TITLE: JOINT OCCUPATIONAL HEALTH AND SAFETY COMMITTEE**

**To reflect current composition of the Committee and practice.**

- d) ~~"Pursuant to requirements of the Workers Compensation Act and Regulations and WorkSafeBC, elections shall be held annually to elect the Chairperson and~~

Secretary of the Committee. Any elections are pursuant to the VIU Joint Occupational Health and Safety Committee Terms of Reference and in accordance with the Workers Compensation Act and Regulations.”

**PROPOSAL NO: HE6**

**ARTICLE NO: 29.02**

**ARTICLE TITLE: EMPLOYEE BENEFITS**

**Mix of semi colons and periods used in the numbered lists. Use a period at the end for consistency. Remove the extra “00” in \$1000.0000.**

**PROPOSAL NO: U01**

**ARTICLE NO: UNION GENERAL HOUSEKEEPING**

**Change all references to “Chief Steward” to “Lead Steward” and all references to “Deputy Chief Steward” to “Deputy Lead Steward” in the following Articles:**

8.02

8.05

**“8.02 Names of Stewards**

The Union shall notify the Employer in writing of the name of each Steward and the area the Steward represents and the name of the ~~Chief~~ Lead Steward, before the Employer shall be required to recognize the Steward.”

**PROPOSAL NO: U12**

**ARTICLE NO: 16.11**

**ARTICLE TITLE: BANKING OF OVERTIME**

“At the time of reporting overtime hours, employees, except casuals, shall have the option to:

- a) Bank overtime hours at the applicable overtime rates and take compensating time off at a later mutually agreeable time between the employee and supervisor.
- b) Receive pay at the applicable overtime rates ~~in~~ in the next pay cheque period.
- c) The supervisor and employee are expected to manage the utilization of accrued overtime. Any remaining credit balance at August 31, or on termination, will automatically be processed by Payroll for payout upon receipt of the August attendance reports. Notwithstanding the above, banked overtime may be used by November 30 if it is scheduled prior to August 31.
- d) Once an employee elects banking or pay for an instance of overtime, no change shall occur.”

**PROPOSAL NO: U17 (PARTIAL)**

**ARTICLE NO: 21.08**

**ARTICLE TITLE: DOMESTIC OR SEXUAL VIOLENCE LEAVE**

“Where leave from work is required due to an employee and/or another eligible person as defined by the *Employment Standards Act* (“the Act”) experiencing domestic or sexual violence, the employee will be granted leave in accordance with the Act, and specifically will be granted, paid and unpaid leave in each calendar year as follows:

- a) Up to ten (10) days of leave, of which ~~three (3)~~ five (5) will be paid, and
- b) Up to fifteen (15) weeks of unpaid leave.

Leave under (a) or (b) above may be taken in one continuous period or intermittently.

Leave under this clause is in addition to other paid or unpaid leaves provided elsewhere in this Collective Agreement. Additional unassisted leave under Article 21.06 or other employment modifications will be considered upon request.

In the event existing legislation is changed regarding domestic or sexual violence leave to provide more than the above leave, the Employer will provide such leave consistent with the legislation.”

**PROPOSAL NO: U20 (PARTIAL)**

**ARTICLE NO: 28.10**

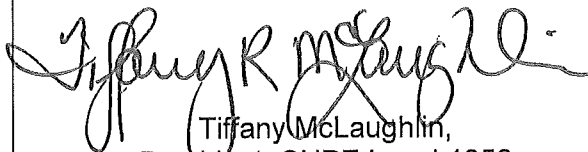
**ARTICLE TITLE: MILEAGE AND TRAVEL ALLOWANCE**

**Update web URL.**

“Mileage and travel allowances shall be governed by the University Board regulations. Information on the current scales for mileage and travel allowances is available at <https://www2.viu.ca/financialservices/forms/guidelines.asp> <https://employees.viu.ca/financial-services/additional-guidelines-reimbursement.>”



Patricia Elliott, Bargaining Chair  
Vancouver Island University



Tiffany McLaughlin,  
President, CUPE Local 1858

Dated this 8<sup>th</sup> day of February, 2023.



Vancouver Island University & CUPE Local 1858  
 Collective Agreement Negotiations  
 For Agreement Expired on June 30, 2022

Article: 22.06, 20.02, and 8.07

Date: February 10, 2023

Time: 1:54pm

*The parties agree to amend the Collective Agreement as follows:*

**PROPOSAL NO: E7**

**ARTICLE NO: 22.06**

**TITLE OF ARTICLE: SUPPLEMENTAL EMPLOYMENT BENEFIT FOR MATERNITY AND PARENTAL LEAVE**

"a) When on a maternity or parental leave, an regular employee will receive a supplemental employment benefit ("SEB") payment added to Employment Insurance ("EI") benefits as follows:

(a) For the first week of leave, where no EI benefit is paid, an employee shall receive one hundred percent (100%) of their salary calculated on their average base salary.

i(b) For up to ~~fifty-two (52)~~ fifteen (15) weeks of maternity leave, an employee who is the birth parent ~~mother~~ shall receive an amount equal to the difference between the Employment Insurance benefits and seventy-five percent (75%) of her their salary calculated on ~~her~~ average base salary.

ii(c) For up to a maximum of ~~thirty-seven~~ thirty-five (375) weeks of parental leave, the birth parent ~~mother~~ spouse, other parent ~~the biological father~~, the common-law partner or adoptive parent who is caring for the child shall receive an amount equal to the difference between the Employment Insurance Standard Parental EI benefits and seventy-five percent (75%) of their employee's salary calculated on his/~~her~~ average base salary.

(d) Where the parent, as per Clause 22.06(c) above, who is caring for the child elects the Employment Insurance Extended Parental EI benefit, for a maximum of sixty-one (61) weeks, the parent shall receive the same total SEB benefit amount received under Clause 22.06(c), spread out and paid over the longer period. Payroll will make this calculation.

(e) Provided the employee received SEB as per Article 22.06(a), (b), (c) or (d), for the last week of leave, where no EI benefit is paid, the employee shall receive one hundred (100%) of their salary calculated on their average base salary.

iii(f) The average base salary for the purpose of ~~(a)(i) and (a)(ii)~~ Article 22.06(a), (b), and (c) 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(g) An employee is not entitled to receive ~~Supplemental Employment Benefits SEB~~ and disability benefits concurrently. To receive ~~Supplemental Employment Benefits SEB~~, the employee shall provide the Employer with proof of application for and receipt of Employment Insurance benefits.

e(h) If an employee is disentitled or disqualified from Employment Insurance maternity or parental benefits, the employee shall receive the supplemental payment or the appropriate percentage less the amount of Employment Insurance benefits the employee would have received if qualified for Employment Insurance benefits.

d(i) To be entitled to the above noted benefits, an employee must sign an agreement that they will return to work and upon their return to work, their workload percentage will be the same as that of the position that they occupied prior to their leave and remain in the Employer's employ for a period of at least six (6) months or equivalent to the leaves taken, whichever is longer, to a maximum of one (1) year, after their return to work.

ii(j) Should the employee fail to return to work and remain in the employ of the Employer for the return to work period in Article 22.06(i) above, the employee shall reimburse the Employer for the benefits above on a pro-rata basis."

**PROPOSAL NO: U06**

**ARTICLE NO: 8.07**

**TITLE OF ARTICLE: GRIEVANCE ON SAFETY**

"An employee, or a group of employees, who is required to work under unsafe or unhealthy conditions shall have the right to file a grievance in the third step of the grievance procedure for preferred handling. Nothing in this Article detracts from an employee's right to refuse unsafe work under the processes set out in Article 23.04, Unsafe Work Conditions." ^

PMB  
JRM

**PROPOSAL NO: U16**

**ARTICLE NO: 20.02**

**TITLE OF ARTICLE: COMMITTEE ON EDUCATION AND TRAINING**

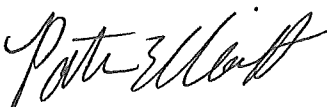

"The joint University/Union Committee comprised of two (2) CUPE representatives and two (2) management representatives will meet at the call of either party to coordinate staff development initiatives at the University.

- a) It is mutually agreed training on all new equipment and procedures will be provided by the University to persons directly involved and using equipment and procedures.
- b) Course Leave: An employee shall be granted leave with pay to take courses at the request of the Employer. When such leave is granted the Employer shall bear the full

cost of the course including tuition, entrance or registration fees, laboratory fees, and course required books. The Employer shall also reimburse the employee for travelling, subsistence and other legitimate expenses where applicable.

An employee may also initiate a request which shall be subject to approval of the Employer. The Employer may elect to pay all or a portion of an employee initiated request. Approval to attend shall not be unreasonably withheld.

- c) The University will provide the Committee with information on University courses available to staff four (4) weeks ahead of the earliest identified course dates.
- d) The Committee will ensure that information related to the CUPE eEmployee tTraining oOpportunities Flyer is adequately circulated to employees staff.
- e) Employees shall continue at their regular rate of pay and with no loss of seniority during training.
- f) It is understood that the manager supervisor approves employee leave for employees for short courses of one day or less."

|   |  |
|---|--|
| <br>Patricia Elliott, Bargaining Chair<br>Vancouver Island University | <br>Tiffany McLaughlin,<br>President, CUPE Local 1858 |
|---|--|

Dated this 10<sup>th</sup> day of February, 2023.





Vancouver Island University & CUPE Local 1858

Collective Agreement Negotiations

For Agreement Expired on June 30, 2022

Article: LOA 3, 9, 11, 12, and 7

Date: February 8, 2023

Time: 3:31 pm

*The parties agree to amend the Collective Agreement as follows:*

**PROPOSAL NO: E15 / U26**

**ARTICLE NO: LETTER OF AGREEMENT 3**

**ARTICLE TITLE: COMMITMENT TO SUPPORT PROFESSIONAL DEVELOPMENT AND CAREER SUCCESS**

**Remove. LOA completed.**

**"Letter of Agreement 3**

**RE: ~~Commitment to Support Professional Development and Career Success~~**

The parties agree to the following:

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

~~v) — Provision of timely feedback, at least once every two (2) years, but more often if appropriate resources are available.~~

~~The terms of reference will be presented to the Labour Management Committee for review and approval no later than December 31, 2020.~~

~~Signed this 13<sup>th</sup> day of November, 2019~~

~~Signed this 17<sup>th</sup> day of June, 2015”~~

**PROPOSAL NO: E21 / U32**

**ARTICLE NO: LETTER OF AGREEMENT 9**

**ARTICLE TITLE: DUTY TO ACCOMMODATE**

**Remove. LOA completed.**

**“Letter of Agreement #9**

**Re: — Duty to Accommodate**

~~In the spirit of Article 1.04 of the VIU-CUPE 1858 Collective Agreement, the Parties agree to jointly develop materials specifically on the Duty to Accommodate and the rights and responsibilities of employers, unions and employees under the Human Rights Code.~~

~~The Parties will jointly undertake a review of current VIU materials related to the Duty to Accommodate as well as a review of public sector best practices.~~

~~Consideration will include, but not be limited to:~~

- ~~• Identification of current challenges~~
- ~~• Recent developments in accommodation, including mental health~~
- ~~• Opening the discussion to other interested groups in the VIU community~~

~~These materials will be jointly developed within one year of ratification and provided to managers and employees on the Human Resources website and departmental bulletin boards.~~

~~Both Parties agree this is a living process and will be regularly reviewed by the Labour Management Committee and updated as mutually agreed.~~

~~Signed this 12<sup>th</sup> day of December, 2019”~~

**PROPOSAL NO: E23 / U34**

**ARTICLE NO: LETTER OF AGREEMENT 11**

**ARTICLE TITLE: JOINT GENDER-NEUTRAL JOB EVALUATION (JJE) MAINTENANCE AGREEMENT**

**Remove. LOA completed.**

"LETTER OF AGREEMENT #11

**Re: ~~Joint Gender-Neutral Job Evaluation (JJE) Maintenance Agreement~~**

Further to the ~~CUPE Collective Agreement and the JJE Maintenance Agreement of January 2, 2007, enacted further to the Collective Agreement, the parties agree on the following recommendations made by the joint union/management committee:~~

- ~~• The modification of degree levels and weightings to 6 of the 12 compensable factors.~~
- ~~• The revised Classification Structure through the addition of classification levels above 10.~~
- ~~• The additions to "notes to raters" and to the Job Evaluation Position Questionnaire to clarify the intent and differentiation of degrees.~~

The parties agree that the modifications will increase objectivity, and accommodate the increase in demand and recruitment of paraprofessional and professional roles within CUPE 1858. The results of the degree modifications are as follows:

*Chart 1: Current Job Evaluation Plan Degrees and Points*

| Current Degrees and Weightings |               |               |               |               |                 |                     |                |                     |                              |                           |                                     |                    |
|--------------------------------|---------------|---------------|---------------|---------------|-----------------|---------------------|----------------|---------------------|------------------------------|---------------------------|-------------------------------------|--------------------|
| Degree                         | Education     | Experience    | Complexity    | Judgement     | Physical Effort | Concentrated Effort | Responsibility | Impact of Decisions | Contacts Internal & External | Nature of Work Supervised | Supervisory Scope of Responsibility | Working Conditions |
| <del>1</del>                   | <del>12</del> | <del>12</del> | <del>10</del> | <del>10</del> | <del>5</del>    | <del>5</del>        | <del>5</del>   | <del>10</del>       | <del>12</del>                | <del>5</del>              | <del>3</del>                        | <del>7</del>       |
| <del>2</del>                   | <del>24</del> | <del>24</del> | <del>20</del> | <del>20</del> | <del>10</del>   | <del>10</del>       | <del>10</del>  | <del>30</del>       | <del>24</del>                | <del>10</del>             | <del>6</del>                        | <del>14</del>      |
| <del>3</del>                   | <del>36</del> | <del>36</del> | <del>30</del> | <del>30</del> | <del>15</del>   | <del>15</del>       | <del>15</del>  | <del>50</del>       | <del>36</del>                | <del>15</del>             | <del>9</del>                        | <del>21</del>      |
| <del>4</del>                   | <del>48</del> | <del>48</del> | <del>40</del> | <del>40</del> | <del>20</del>   | <del>20</del>       | <del>20</del>  | <del>70</del>       | <del>48</del>                | <del>20</del>             | <del>12</del>                       | <del>28</del>      |
| <del>5</del>                   | <del>60</del> | <del>60</del> | <del>50</del> | <del>50</del> | <del>25</del>   | <del>25</del>       | <del>25</del>  | <del>90</del>       | <del>60</del>                | <del>25</del>             | <del>15</del>                       | <del>35</del>      |
| <del>6</del>                   | <del>72</del> | <del>72</del> | <del>60</del> | <del>60</del> | <del>30</del>   | <del>30</del>       | <del>30</del>  | <del>110</del>      | <del>72</del>                | <del>30</del>             | <del>--</del>                       | <del>42</del>      |
| <del>7</del>                   | <del>--</del> | <del>--</del> | <del>70</del> | <del>--</del> | <del>--</del>   | <del>35</del>       | <del>--</del>  | <del>--</del>       | <del>--</del>                | <del>--</del>             | <del>--</del>                       | <del>49</del>      |
| <del>8</del>                   | <del>--</del> | <del>--</del> | <del>80</del> | <del>--</del> | <del>--</del>   | <del>--</del>       | <del>--</del>  | <del>--</del>       | <del>--</del>                | <del>--</del>             | <del>--</del>                       | <del>56</del>      |

*Chart 2: New Job Evaluation Plan Degrees and Points (modifications in italics)*

| Proposed Degrees and Weightings |                |               |               |               |                 |                     |                |                     |                              |                           |                                     |                    |
|---------------------------------|----------------|---------------|---------------|---------------|-----------------|---------------------|----------------|---------------------|------------------------------|---------------------------|-------------------------------------|--------------------|
| Degree                          | Education      | Experience    | Complexity    | Judgement     | Physical Effort | Concentrated Effort | Responsibility | Impact of Decisions | Contacts Internal & External | Nature of Work Supervised | Supervisory Scope of Responsibility | Working Conditions |
| <del>1</del>                    | <del>12</del>  | <del>12</del> | <del>10</del> | <del>10</del> | <del>5</del>    | <del>5</del>        | <del>5</del>   | <del>10</del>       | <del>12</del>                | <del>5</del>              | <del>3</del>                        | <del>7</del>       |
| <del>2</del>                    | <del>24</del>  | <del>24</del> | <del>20</del> | <del>20</del> | <del>10</del>   | <del>10</del>       | <del>10</del>  | <del>30</del>       | <del>24</del>                | <del>10</del>             | <del>6</del>                        | <del>14</del>      |
| <del>3</del>                    | <del>36</del>  | <del>36</del> | <del>30</del> | <del>30</del> | <del>15</del>   | <del>15</del>       | <del>15</del>  | <del>50</del>       | <del>36</del>                | <del>15</del>             | <del>9</del>                        | <del>21</del>      |
| <del>4</del>                    | <del>48</del>  | <del>48</del> | <del>40</del> | <del>40</del> | <del>20</del>   | <del>20</del>       | <del>20</del>  | <del>70</del>       | <del>48</del>                | <del>20</del>             | <del>12</del>                       | <del>28</del>      |
| <del>5</del>                    | <del>60</del>  | <del>60</del> | <del>50</del> | <del>50</del> | <del>25</del>   | <del>25</del>       | <del>25</del>  | <del>90</del>       | <del>60</del>                | <del>25</del>             | <del>15</del>                       | <del>35</del>      |
| <del>6</del>                    | <del>72</del>  | <del>72</del> | <del>60</del> | <del>60</del> | <del>30</del>   | <del>30</del>       | <del>30</del>  | <del>110</del>      | <del>72</del>                | <del>30</del>             | <del>--</del>                       | <del>42</del>      |
| <del>7</del>                    | <del>84</del>  | <del>84</del> | <del>70</del> | <del>70</del> | <del>--</del>   | <del>35</del>       | <del>--</del>  | <del>145</del>      | <del>84</del>                | <del>--</del>             | <del>--</del>                       | <del>49</del>      |
| <del>8</del>                    | <del>114</del> | <del>--</del> | <del>80</del> | <del>--</del> | <del>--</del>   | <del>--</del>       | <del>--</del>  | <del>--</del>       | <del>--</del>                | <del>--</del>             | <del>--</del>                       | <del>56</del>      |
| <del>9</del>                    | <del>132</del> | <del>--</del> | <del>90</del> | <del>--</del> | <del>--</del>   | <del>--</del>       | <del>--</del>  | <del>--</del>       | <del>--</del>                | <del>--</del>             | <del>--</del>                       | <del>--</del>      |

The Parties agree to add levels 11 – 16 (as set out in Schedule C of the bargaining Memorandum of Settlement) in order to place employees who score above a level 10 in their JJE. The points for these additional levels are as per Chart 3 below.

*Chart 3: New Job Evaluation Points Ranges (modifications in italics)*

|              |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |     |
|--------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| Points Start | 0   | 211 | 246 | 281 | 316 | 351 | 386 | 421 | 456 | 491 | 526 | 561 | 596 | 631 | 666 | 701 |
| Points End   | 210 | 245 | 280 | 315 | 350 | 385 | 420 | 455 | 490 | 525 | 560 | 595 | 630 | 665 | 700 | 735 |
| Level        | 1   | 2   | 3   | 4   | 5   | 6   | 7   | 8   | 9   | 10  | 11  | 12  | 13  | 14  | 15  | 16  |

The Parties commit to conclude all overdue or provisional (temp rated) JJE evaluations, as agreed by the JJE Committee, by July 1, 2021.

Resulting wage adjustments will be paid as follows:

- ~~Overdue evaluations will be retroactive to July 1, 2020.~~
- ~~Temp rated evaluations will be retroactive as per the JJE Maintenance Agreement section 5.3(c).~~
- ~~Outstanding evaluations submitted prior to July 1, 2020 will be retroactive as per the JJE Maintenance Agreement section 5.3(c).~~

~~This agreement is without prejudice to any grievances the Union may file related to the Employer not paying positions rated above Pay Level 10 an increased wage rate.~~

~~The Parties further commit to participate in a Provincial Joint Job Evaluation Pilot Project and commit resources as necessary.~~

~~Signed this 26<sup>th</sup> day of May, 2020~~

**PROPOSAL NO: E24 / U35**

**ARTICLE NO: LETTER OF AGREEMENT 12**

**ARTICLE TITLE: CURRENT CUPE POSITIONS SUBJECT TO LOAs**

**Remove. LOA completed.**

**“Letter of Agreement #12:**

**Re: ~~Current CUPE Positions Subject to LOAs~~**

~~The following six (6) CUPE roles have salaries governed by Letter of Agreements. Those positions will be reviewed by the CUPE JJE Committee within 6 months of ratification of the Collective Agreement and subsequently moved onto the CUPE Wage Grid.~~

~~These positions are:~~

- ~~Assistant Manager, Payroll (Position #00761)~~
- ~~Engine and Emissions Systems Specialist (Position #00766)~~
- ~~PD&T Program Coordinator (Position #00768)~~
- ~~Business Case Analyst (Position #00796)~~
- ~~Community Liaison Officer (Position #00811)~~
- ~~Assistant Manager Client Services (Position #00802)~~

~~In the event the determined wage on the Wage Grid is higher than the LOA wage, the incumbent will receive retroactive pay as per the JJE maintenance agreement.~~

~~In the event that any incumbent in the above noted positions, upon JJE rating, is currently compensated at a rate higher than the pay rate for the relevant rating, the incumbent's current salary will be maintained and the incumbent will be eligible for future wage increases negotiated by the Parties.~~

There are two (2) CUPE positions receiving Labour Market Adjustments (LMA) governed by a Letter of Agreement. These Positions will have the LMA adjusted to include the wages set out in the revised wage grid in Schedule C of the bargaining Memorandum of Settlement.

- Electrician (Position #00044)
- HVAC/Refrigeration Technician (Position #00396)

Signed this 26<sup>th</sup> day of May, 2020"

**PROPOSAL NO: E19 / U30**

**ARTICLE NO: LETTER OF AGREEMENT 7**

**ARTICLE TITLE: MEDICAL SERVICES PLAN**

**Renew.**

**"Letter of Agreement #7**

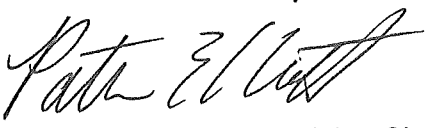
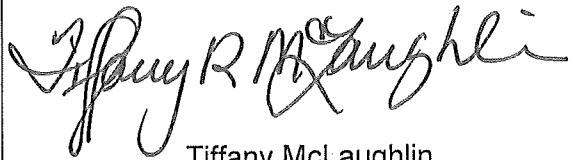
*Note: For former LOA #7 language re: Layoffs — see Article 12.*

**RE: Medical Services Plan**

- The parties recognize that the method of funding MSP has been changed from an individually paid premium system to a system funded by an Employer paid payroll tax, for BC Residents.
- If the government, at any time in the future, reverts to an individually paid premium system, the parties agree that the employer will continue pay 100% of the premium for employees on the same basis as exists in the 2014 – 2019 Collective Agreement.

Signed this 14<sup>th</sup> day of February, 2020

Signed this 8<sup>th</sup> day of February, 2023"

|  |   |
|--|---|
| <br>Patricia Elliott, Bargaining Chair<br>Vancouver Island University | <br>Tiffany McLaughlin,<br>President, CUPE Local 1858 |
|--|---|

Dated this 8<sup>th</sup> day of February, 2023.



Vancouver Island University & CUPE Local 1858

Collective Agreement Negotiations

For Agreement Expired on June 30, 2022

Article: Article 9 / LOA 5 and LOA 10

Date: February 9, 2023

Time: 4:10 pm

*The parties agree to amend the Collective Agreement as follows:*

**PROPOSAL NO: U07 / U28 / E17**

**ARTICLE NO: LETTER OF AGREEMENT 5 AND ARTICLE 9**

**ARTICLE TITLE: LOA 5 EXPEDITED ARBITRATION PROCESS / ARBITRATION**

**9.01 COMPOSITION OF BOARD OF ARBITRATION**

When either party requests that a grievance be submitted to arbitration, the request shall be sent by courier addressed to the other party of the Agreement, indicating the name of its nominee on the Arbitration Board. Within five (5) days thereafter, the other party shall answer by courier indicating the name and address of its appointee to the Arbitration Board. The two (2) nominees shall select an impartial chairperson.

**9.02 FAILURE TO APPOINT**

If the party receiving the notice fails to appoint an arbitrator, or if the two (2) appointees fail to agree upon a chairperson within seven (7) days of their appointment, the appointment shall be made by the BC Labour Relations Board upon request of either party.

**9.03 BOARD PROCEDURE**

The Board shall determine its own procedure, but shall give full opportunity to all parties to present evidence and make representations. In its attempts at justice, the Board shall, as much as possible, follow a layperson's procedure. It shall hear and determine the difference or allegation and render a decision within ten (10) days from the time the chairperson is appointed.

**9.04 DECISION OF THE BOARD**

The decision of the majority shall be the decision of the Board. Where there is no majority decision, the decision of the Chairperson shall be the decision of the Board. The decision of the Board of Arbitration shall be final, binding and enforceable on all parties, and may not be changed. The Board of Arbitration shall not have the power to change this Agreement or to alter, modify or amend any of its provisions. However, the Board shall have the power to dispose of a grievance by any arrangement which it deems just and equitable.

**9.05 DISAGREEMENT ON DECISION**

Should the parties disagree as to the meaning of the Board's decision, either party may apply to the Chairperson of the Board of Arbitration to reconvene the Board to clarify the decision, which it shall do within five (5) days.

**9.06 EXPENSES OF THE BOARD**

Each party shall pay:

- a) The fees and expenses of the arbitrator it appoints.
- b) One-half (1/2) of the fees and expenses of the Chairperson.

**9.07 AMENDING OF TIME LIMITS**

The time limits fixed in both the grievances and arbitration procedure may be extended by mutual consent of the parties.

**9.08 SOLE ARBITRATOR**

Notwithstanding the above, the parties may by mutual agreement refer the dispute to a sole arbitrator, with each party paying one-half (1/2) the cost of such arbitrator. The arbitrator shall have the same powers as an Arbitration Board.

**9.09 ~~The Parties agree to an expedited arbitration process as set out below. Expedited Arbitration Process~~**

By mutual agreement, where a grievance remains unresolved after Step 4 of the grievance procedure, the parties may refer the matter to expedited arbitration.

Where a matter has been referred to expedited arbitration, any decision will be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter with the exception of discipline which may remain on an employee's file.

**Procedures**

All presentations shall be short and concise and shall include a comprehensive opening statement. The parties agree to make limited use of authorities.

No written reasons shall be provided beyond those which the arbitrator deems necessary to convey the decision.

Neither party shall appeal the decision of an expedited arbitration.

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

The selection of an arbitrator will be mutually agreed to by the parties or appointed in accordance with Article 9.02.

Any time up to thirty (30) calendar days from the date of a mutual referral to expedited arbitration, either party may remove a matter from the expedited arbitration process and forward the matter through the arbitration process established pursuant to Articles 9.07 through 9.08. In such an event, time limits shall not act as a bar to the grievance proceeding to arbitration, but either party is free to argue any prejudice caused by the delay. In addition, the party removing the matter from expedited arbitration is responsible

JRM

JRM  
PME



for any cancellation and other fees charged by the arbitrator appointed under the expedited process.

Remove LOA 5 as it has been moved into Article 9 as new 9.09

### **~~“Letter of Agreement #5~~**

### **~~Re: Expedited Arbitration Process~~**

~~The Parties agree to an expedited arbitration process as set out below.~~

### **~~Expedited Arbitration Process~~**

~~By mutual agreement, where a grievance remains unresolved after **Error! Reference source not found.** of the grievance procedure, the parties may refer the matter to expedited arbitration.~~

~~Where a matter has been referred to expedited arbitration any decision will be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter with the exception of discipline which may remain on an employee's file.~~

### **~~Procedures~~**

~~All presentations shall be short and concise and shall include a comprehensive opening statement. The parties agree to make limited use of authorities.~~

~~No written reasons shall be provided beyond those which the arbitrator deems necessary to convey the decision.~~

~~Neither party shall appeal the decision of an expedited arbitration.~~

~~The parties shall equally share the costs of the fees and expenses of the arbitrator. The selection of an arbitrator will be mutually agreed to by the parties or appointed in accordance with Article 9.02.~~

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

~~Signed this 30<sup>th</sup> day of October, 2019~~

~~Signed this 17<sup>th</sup> day of March, 2015~~

~~Signed this 20<sup>th</sup> day of April, 2012”~~

**PROPOSAL NO: E22 / U33**

**ARTICLE NO: LETTER OF AGREEMENT 10**

**ARTICLE TITLE: DESIGNATED 40-HOUR WORK WEEK**

**Renew.**

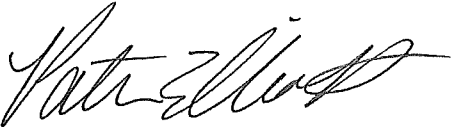

**“LETTER OF AGREEMENT #10**

**RE: DESIGNATED 40-HOUR WORK WEEK**

- a) Should operational needs require, the Employer may, with appropriate notice and consultation with the Union, designate departments and/or positions within a department to have a forty (40) hour standard work week.
- b) Incumbents in such positions offered a forty (40) hour standard work week will have the option of maintaining their existing weekly regular hours and a thirty-five (35) hour standard work week.
- c) New or vacant positions with a forty (40) hour standard work week will be posted as per Article 13.

Signed this 9<sup>th</sup> day of February, 2023

Signed this 9<sup>th</sup> day of March, 2020”

|  |   |
|--|---|
|  <p>Patricia Elliott, Bargaining Chair<br/>Vancouver Island University</p> |  <p>Tiffany McLaughlin,<br/>President, CUPE Local 1858</p> |
|--|---|

Dated this 9<sup>th</sup> day of February 2023.

Vancouver Island University & CUPE Local 1858

Collective Agreement Negotiations

For Agreement Expired on June 30, 2022

Article: Appendix B

Date: February 9, 2023

Time: 3:37pm

*The parties agree to amend the Collective Agreement as follows:*

**PROPOSAL NO: E12**

**ARTICLE NO: APPENDIX B**

**ARTICLE TITLE: WORKPLACE VIOLENCE PREVENTION**

**Remove Appendix B and add language under 23.01.**

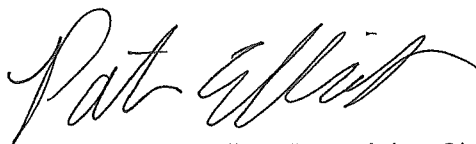
**23.01 CONDITIONS**

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

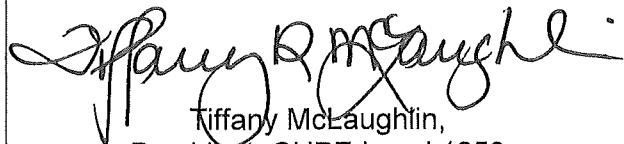
Through inclusive participation with the Joint Occupational Health and Safety Committee, the parties agree to include CUPE in activities intended to meet the Employer's obligations under WorkSafeBC to provide a healthy and safe work environment.

**Appendix B—Workplace Violence Prevention Letter of Agreement**

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



Patricia Elliott, Bargaining Chair  
Vancouver Island University



Tiffany McLaughlin,  
President, CUPE Local 1858

Dated this 10<sup>th</sup> day of February 2023.



Vancouver Island University & CUPE Local 1858

Collective Agreement Negotiations

For Agreement Expired on June 30, 2022

Article: Housekeeping hE01 Partial

Date: March 27, 2023

Time: 3:47 pm

*The parties agree to amend the Collective Agreement as follows:*

**PROPOSAL NO: HE01 (PARTIAL)**

**ARTICLE NO: 8.05, 14.07, 15.05, 20.04 AND 21.06**

**Update “administrative supervisor” and “direct supervisor” in the following Articles.**

**Article 14.07 Compressed Work Schedule**

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

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

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

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

**Article 15.05 Exchange of Shifts**

“Employees may exchange shifts with the approval of the ~~Administrative Supervisor~~ manager, provided that sufficient advance notice is given and there is no increase in

cost to the Employer. ~~The~~An employee shall initiate the request with their direct supervisor manager or supervisor."

**Article 20.04 Personal Development**

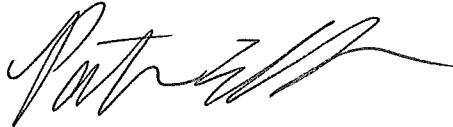

"c) Prior to enrolling in credit courses at Vancouver Island University which may conflict with work schedules, employees will require the approval of their ~~administrative supervisor~~ manager(s). Subject to operational needs the employees may rearrange their work schedule to enable them to attend such courses during their normal working hours, providing this results in no additional cost to the Employer.

The employee shall initiate the request with their ~~direct supervisor~~ manager. Approval to attend shall not be unreasonably withheld."

**Article 21.06 General Leave**

**"a) Emergency or Unusual Circumstances**

Notwithstanding any provision for leave in the Agreement, the Associate Vice-President, Human Resources or designate may grant upon recommendation of the ~~administrative supervisor~~ manager, leave without pay to any employee requesting such leave for emergency or unusual circumstances."

|   |  |
|---|--|
| <br>Patricia Elliott, Bargaining Chair<br>Vancouver Island University | <br>Tiffany McLaughlin,<br>President, CUPE Local 1858 |
|---|--|

Dated this 27<sup>th</sup> day of March, 2023.

Vancouver Island University & CUPE Local 1858

Collective Agreement Negotiations

For Agreement Expired on June 30, 2022

Article: E06 Article 21.10, U05 Article 6, E08/U20 (Partial) Article 28,12

Date: March 27, 2023

Time: 3:53 pm

The parties agree to amend the Collective Agreement as follows:

PROPOSAL NO: E06

ARTICLE NO: ARTICLE 21.10

**21.10 Cultural Leave for Indigenous Employees**

"(a) A self-identified Indigenous employee may request up to two days' leave with pay per calendar year to organize and/or attend Indigenous cultural event(s). Such leave will not be unreasonably withheld.

"(b) Employees will provide the Employer with the dates of the days for which leave will be requested. Wherever possible, a minimum of two weeks' notice is required for leave under this provision."

PROPOSAL NO: U05

ARTICLE NO: ARTICLE 6

ARTICLE 6 – MANAGEMENT RIGHTS

6.01 The Union recognizes that it is the right of the Employer to exercise the regular and customary function of management and to direct the working forces, subject to the terms of this Agreement.

6.02 The question of whether any of these rights is limited by this Agreement shall be decided through the grievance and arbitration procedure."

PROPOSAL NO: E08 / U20 (PARTIAL) <sup>(PARTIAL) me</sup> JRM

ARTICLE NO: ARTICLE 28.12

**"28.12 CAMPUS OR WEATHER CLOSURE / SNOW AND ICE REMOVAL**

- a) The term used for personnel required to work to perform required services during closures will be "Operational Needs" and may include personnel as assigned by their manager supervisor in the following units:
  - Facilities Services & Campus Development
  - Payroll

- Information Technology Services
- Marketing and Communications
- VIU Student Residence (VIUSR)
- Deep Bay Marine Field Station
- Animal Care Services

An individual employee, which includes supervisors in the bargaining unit, may not elect assignment as "Operational Needs." Any designations beyond the approved list above would require the University President or a Vice-President approval.

d)  
b)  
PME  
ARM

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

- Provide or arrange transportation to and from the University; or
- Not require attendance at work under the "Operational Needs" designation.

e)  
f)  
g)  
ARM

Compensation, in addition to the terms of the Collective Agreement, will be in the form of time off equivalent to the assigned regular hours to a maximum of the standard work day as per Article 14.02.

h)  
i)  
j)  
ARM


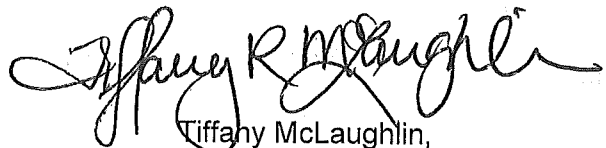
The accumulated credits under the Operational Needs clause may be banked for utilization and this utilization will take place by the 31<sup>st</sup> day of August after they have been earned. However, if the accumulated time off is not utilized by August 31, payment in lieu will be processed and utilized by November 30 if scheduled prior to August 31. Any credit balance not booked by August 31 will be paid out.

k)  
l)  
m)  
ARM

Additional compensation for all eligible employees who report for unscheduled call-out assignments shall be one (1) hour at their regular rate in addition to call-out pay for each day of unscheduled call-out for snow removal or other duties. Such compensation is to be claimed by the employee on the time sheet reporting the call-out.

n)  
o)  
p)  
ARM

Telephone notification of any unscheduled call-out for snow removal or other duties will normally commence one (1) hour before the start time."

|  |   |
|--|---|
| <br>Patricia Elliott, Bargaining Chair<br>Vancouver Island University | <br>Tiffany McLaughlin,<br>President, CUPE Local 1858 |
|--|---|

Dated this 27<sup>th</sup> day of March, 2023.



Vancouver Island University & CUPE Local 1858

Collective Agreement Negotiations

For Agreement Expired on June 30, 2022

Article: U19 Article 26

Date: March 27, 2023

Time: 3:47pm

The parties agree to amend the Collective Agreement as follows:

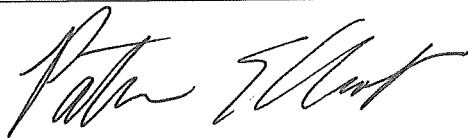
**PROPOSAL NO: U19**

**ARTICLE NO: ARTICLE 26**

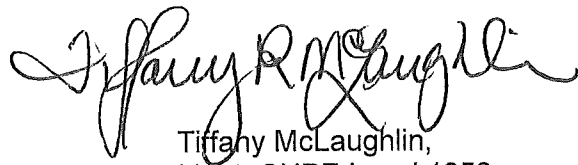
"The parties initially entered into agreement December 17, 1992, and updated the agreement in January 2007, to ensure the Joint Gender-Neutral Job Evaluation Plan remains current and operational and to that end endorsed the Joint Gender-Neutral Job Evaluation Maintenance Agreement.

The parties agree that a guiding principle for the Committee is that there shall be no discrimination between employees wherein a person of one gender is paid more than a person of another gender for similar or substantially similar work.

The parties agree that employee participation in the review of their job in accordance with the JJE Maintenance Plan will be during their working hours, where operationally feasible and subject to management approval. Approval will not be unreasonably withheld."



Patricia Elliott, Bargaining Chair  
Vancouver Island University



Tiffany McLaughlin,  
President, CUPE Local 1858

Dated this 27<sup>th</sup> day of March, 2023.



Vancouver Island University & CUPE Local 1858

Collective Agreement Negotiations

For Agreement Expired on June 30, 2022

Article: U23 Article 33 and U08 Article 10.03 and 10.04

Date: March 28, 2023

Time: 3:42 pm

*The parties agree to amend the Collective Agreement as follows:*

**PROPOSAL NO: U23**

**ARTICLE NO: ARTICLE 33**

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

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

The Employer will ensure that all managers have access to a copy of the collective agreement and are informed of changes to collective agreement language."

**PROPOSAL NO: U08**

**ARTICLE NO: ARTICLE 310.03 AND 10.04**

*PME JRM*

**"10.03 EVALUATION REPORTS**

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

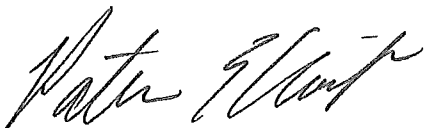

Employees have the right to disagree with their evaluation by making a comment on the evaluation form. Employees may have a CUPE steward present at any evaluation meeting held with a supervisor ~~in which the overall evaluation is unsatisfactory.~~

**10.04 HUMAN RESOURCES FILES**

Any employee shall have access to their complete in-service Human Resources file and shall have the right to receive copies of any documents, except letters of reference and materials which may have been provided in confidence to the University. Employee files will be held within the Human Resources Department.

Letters of Expectation are intended to outline the employer's expectations and are not disciplinary in nature.

Upon the request of an employee, material of an adverse or disciplinary nature, except evaluation reports, shall be removed from an employee's file eighteen (18) months after date of issue, providing no material of a similar nature has been added."

|  |   |
|--|---|
| <br>Patricia Elliott, Bargaining Chair<br>Vancouver Island University | <br>Tiffany McLaughlin,<br>President, CUPE Local 1858 |
|--|---|

Dated this 28<sup>th</sup> day of March, 2023.

Vancouver Island University & CUPE Local 1858

Collective Agreement Negotiations

For Agreement Expired on June 30, 2022

Article: LOA 1 Schedule for Shift Employees  
in Ancillary Services

Date: April 3, 2023

Time: 11:45 am

The parties agree to amend the Collective Agreement as follows:

**PROPOSAL NO: U24 / E13**

**LETTER OF AGREEMENT: 1 SCHEDULES FOR SHIFT EMPLOYEES IN ANCILLARY SERVICES**

"Letter of Agreement #1

Re: Schedules for Shift Employees in Ancillary Services

- (a) Further to Article 15.03, within a department, employees who have the skills, knowledge and ability to do the work and who have submitted availability for shifts, will be scheduled according to this Letter of Agreement. Employees must identify their interest and availability to the applicable manager.
- (b) In accordance with (a) above, shift scheduling will normally be done by seniority, except where specific skills, knowledge and/or ability are required. Employees will be scheduled as follows:
  - i. Regular employees within the department, then;
  - ii. Regular employees on seasonal layoff within the department, then;
  - iii. Temporary employees within the department, then;
  - iv. Regular or temporary employees from other departments, then;
  - v. Casual employees.

Each of the above categories will be exhausted before moving to the next category.

- (c) If the Employer will incur any additional costs under Articles 15.04 or 16, the Employer may move to the next employee who will not incur additional cost.
- (d) Once a schedule is issued, additional hours that become available will be subject to Article 14.03.
- (e) Notwithstanding Article 11.03, seniority will be used for the scheduling of temporary employees, per (b) above.

Signed this 3<sup>rd</sup> day of April, 2023

Signed this 9<sup>th</sup> day of March, 2020"



Patricia Elliott, Bargaining Chair  
Vancouver Island University



Tiffany McLaughlin,  
President, CUPE Local 1858

Dated this 3<sup>rd</sup> day of April, 2023.

Vancouver Island University & CUPE Local 1858  
Collective Agreement Negotiations  
For Agreement Expired on June 30, 2022

Article: E14/U25 LOA 2, U04 Article 2.10 and U09 Article 11

Date: April 3rd, 2023

Time: 3:34 pm

The parties agree to amend the Collective Agreement as follows:

**PROPOSAL NO: U25 / E14**

**LETTER OF AGREEMENT: 2 MILNER GARDENS AND WOODLAND AND DEEP BAY MARINE FIELD STATION EMPLOYEES**

"Letter of Agreement #2

Re: Milner Gardens and Woodland and Deep Bay Marine Field Station Employees

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

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

Accountabilities

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

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

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2023

Signed this 30<sup>th</sup> day of October, 2019

Signed this 8<sup>th</sup> day of April, 2015

Signed this 14<sup>th</sup> day of February, 2012

Signed this 2<sup>nd</sup> day of March, 2006

Signed this 15<sup>th</sup> day of November, 2002”

**PROPOSAL NO: U04**

**ARTICLE NO: 2.10**

**ARTICLE TITLE: EMPLOYER PAID UNION LEAVE**

“The Chairperson/President of the bargaining unit Local 1858 or alternate designated by the Union shall be granted twenty-five percent (25%) Employer-paid time release from a full workload per year. Such time shall be used to facilitate the operation of the collective agreement and Employee-Employer relationships. The Chairperson/President shall schedule such time with their supervisor. This provision is in addition to any other Employer-paid release time in the collective agreement.

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

**PROPOSAL No: U09**

**ARTICLE No: 11.03**

**ARTICLE TITLE: SENIORITY FOR TEMPORARIES AND CASUALS**

**“11.03 SENIORITY FOR TEMPORARIES AND CASUALS**

Temporary seniority is ~~Seniority for temporaries and casuals shall be defined as the number of hours an employee has worked in temporary or casual positions.~~

This seniority may only be applied as outlined below:

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

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



The Employer shall maintain a list showing the accumulated hours for each person. An up-to-date copy of this list shall be sent to the Union, University departments and posted on the two



(2) designated bulletin boards (Human Resources and Payroll on Nanaimo campus) in January and June of each year.

When a temporary or casual employee is successful in obtaining a regular position, regular seniority will be calculated and back-dated to include all service at the University as a temporary and/or casual provided there has not been a break in service exceeding eighteen (18) months. In the event the employee is not successful in their probation for this regular position, their regular seniority will be converted back to temporary seniority.

The conversion of temporary seniority to regular seniority shall be calculated using the factor of one thousand eight hundred twenty (1820) hours per year (hpy) for positions with a seven hour work day or using the factor of two thousand eighty (2080) hpy for positions with an eight hour work day. The conversion factor will be determined by the majority of the employee's workdays (7 or 8 hour days) within the previous twelve (12) months."

|  |   |
|--|---|
| <br>Patricia Elliott, Bargaining Chair<br>Vancouver Island University | <br>Tiffany McLaughlin,<br>President, CUPE Local 1858 |
|--|---|

Dated this 3<sup>rd</sup> day of April, 2023.



Vancouver Island University & CUPE Local 1858

Collective Agreement Negotiations

For Agreement Expired on June 30, 2022

|   |
|---|
| Article: U22 Article 30.02, LOA 6, LOA 4, and LOA 8 |
| Date: April 4, 2023                                 |
| Time: 3:35 pm                                       |

The parties agree to amend the Collective Agreement as follows:

**PROPOSAL NO: U22**  
**ARTICLE NO: 30.02**  
**ARTICLE TITLE: ADDITIONAL LIMITATION ON CONTRACTING OUT**

**30.02 ADDITIONAL LIMITATION ON CONTRACTING OUT**

~~“VIU-The Employer~~ agrees to provide, upon request of the Union, copies of all purchase service agreements that could be reasonably considered by the Union to be work or services presently performed or assigned to the collective bargaining unit. VIU agrees to provide the above mentioned purchase service agreements to the Bargaining Unit President/Chairperson and to discuss the contracts that are of concern to the Union. The Parties recognize the obligations of the Employer under Freedom of Information and Protection of Privacy legislation and agree to maintain confidentiality of all private information in these contracts.”

**PROPOSAL NO: U29 / E18**  
**ARTICLE NO: LOA 6**  
**LOA TITLE: STANDBY LOA**

“Letter of Agreement #6  
 Re: Standby LOA

Standby provisions are being introduced with the mutual intent of providing:

- a. Compensation for responding to work inquiries outside of a standard work day;
- b. Predictability in expectations for responding to inquiries outside of a standard work day.

Standby

Standby is defined as being scheduled to be available to work at any time following the completion of an employee's scheduled shift during a standard work week or on scheduled days of rest.

An employee who is required to be on standby will be subject to the following provisions:

1. An employee will receive one (1) hour pay at the employee's regular rate of pay for each eight (8) hour period or less of standby on regularly scheduled days of work.
2. An employee will receive two (2) hours' pay at the employee's regular rate of pay for each 24 hour period or part thereof on regularly scheduled days of rest.
3. If an employee is asked to report to the workplace while on standby, the employee shall receive Call Out pay as set out in Article 16.10.
4. If a standby employee determines another employee or resource is needed, the standby employee will advise the applicable manager.
5. Employees on standby can receive one (1) communication per standby shift without additional cost to the Employer. A communication is defined as a telephone call or text conversation lasting up to fifteen (15) minutes.
6. During standby shifts, an employee will respond to inquiries within fifteen (15) minutes.
7. When called out during a standby shift, an employee must report to the designated workplace within forty-five (45) minutes. The parties agree that consideration will be given to individual employee circumstances and proximity of the employee's primary residence to the worksite with respect to the required reporting time. Any disputes shall be referred to the Labour Management subcommittee defined in paragraph fifteen (15).
8. An employee who reports to work during a standby shift is permitted to leave the workplace once the assigned work is complete.
9. Employees on standby may trade standby shifts with other employees of the same position with the approval of their supervisor.
10. The Employer will post the standby schedule at least ten (10) working days in advance. The standby shifts will be rotated between employees within the same position and department.
11. An employee who has an approved scheduled vacation shall not be scheduled for standby duty by the Employer, without the consent of the employee. An employee's vacation request will be granted based on current practice and will not be denied due to the Employer's need to schedule standby shifts.
12. Employees in self-assigning positions under Article 14.06 and are designated as standby will be eligible for standby compensation during times outside of their agreed upon scheduled shifts.
13. An Employee on standby may not pyramid standby pay with other shift premiums or overtime. Employees will claim standby premium through approval of timesheets.
14. The Employer and the Union shall negotiate the positions designated as having standby duties (contained in Appendix A) and future positions, as agreed.

When an existing position is designated to have standby duties, incumbent employees in the position may decline the standby duties. New appointees in such positions may not elect to decline standby duties.
15. The Employer and the Union agree to form a subcommittee of Labour Management to develop processes to govern the frequency of standby shifts. Unresolved issues at the subcommittee level will be raised to the full Labour Management Committee. Issues will be resolved on the basis of mutual agreement.
16. This Letter of Agreement will be in force and effect until June 30, 2022~~5~~, unless the parties agree otherwise.

**Appendix A: Positions Identified for Standby Duties**

The parties agree that the following positions will be subject to the Standby duties outlined in the Standby Letter of Agreement (Standby LOA).

- Residence Life Coordinator
- Lab Coordinator, Deep Bay

Signed this \_\_\_\_\_ day of April, 2023  
 Signed this 14<sup>th</sup> day of February, 2020”

**PROPOSAL NO: U27 / E16**  
**ARTICLE NO: LOA 4**  
**LOA TITLE: APPRENTICES**

“Letter of Agreement #4

RE: Apprentices

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

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

**Compensation**

Unless the parties agree otherwise, compensation for a four (4) year Apprenticeship will be calculated at Step 1, and placed on the next highest level based on the following calculation:

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

Unless the parties agree otherwise, compensation for a three (3) year Apprenticeship will be calculated at Step 1, and placed on the next highest level based on the following calculation:

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

The same rationale will apply to apprenticeships of other lengths.

**Journeyman’s Supervisory Responsibilities**

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

Signed this \_\_\_\_\_ day of April, 2023

Signed this 30<sup>th</sup> day of October, 2019

Signed this 17<sup>th</sup> day of June, 2015”

**PROPOSAL NO: U31 / E20**  
**ARTICLE NO: LOA 8**  
**LOA TITLE: STARBUCKS LICENSED STORE (“STARBUCKS LOA”)**

“Letter of Agreement #8



Re: Starbucks Licensed Store (“Starbucks LOA”)

The Starbucks Licensed Store (“Starbucks”) at Vancouver Island University (VIU) is part of the regular operations of VIU. It is recognized that CUPE Local 1858 is the bargaining unit for non-excluded employees in Starbucks and that the Collective Agreement between Vancouver Island University and CUPE Local 1858 applies. As this is a developing enterprise, the parties agree to the following:

1. All individuals working at Starbucks shall be employees of Vancouver Island University and shall be included under CUPE Local 1858 trade union certification. Those individuals will be assigned to the positions noted below. Changes to this list will only be done in consultation with CUPE Local 1858.
  - a. Starbucks Supervisor (Position #10491/00869)
  - b. Starbucks Shift Lead (Position #11552/00868)
  - c. Starbucks Barista / Cashier (Position #10271/00867)
  - d. Starbucks CUPE Casual (Position #10496/00200)
2. With the exception of positions and incumbents subject to item #8, the other positions will be posted as regular positions. Other temporary and casual workers will be employed in addition to the regular complement as needed and in accordance with the collective agreement.
3. The Starbucks Supervisor position (Position #10491/00869) will have Self-Assigning Hours in accordance with Article 14.06.
4. The following articles will be temporarily waived and will not apply:
  - ~~a. 14.01 (a) – Standard work week~~
  - ~~a~~b. 14.08 – Weekend Work
  - ~~b~~e. 15.02 – Shift Premium for second shiftThe parties agree to revisit the terms of paragraph 4, through Labour Management, in June of each year. This waiver shall be in place until ~~March 31, 2022~~ June 30, 2025, unless the parties agree otherwise.
5. Employees will have a minimum break of 12 hours between the end of one shift and the start of another. If a shift starts with less than 12 hours between, overtime rates will apply to the hours before the 12<sup>th</sup> hour.

6. Employees in these positions will be provided with uniform aprons as per the Starbucks corporate dress code and personal appearance guidelines. While on shift, employees will conform to the Starbucks corporate dress code and personal appearance guidelines.
7. All training time required, whether on or off-site, will be considered scheduled work-time with all accompanying wages, rights and benefits. This includes any time required for reading manuals or reviewing training videos.
8. A maximum of four (4) Barista positions (Position #10271/00867) will be open to current VIU students only.
  - a. To be designated a "VIU Student" individuals must provide proof of enrolment upon request by the employer.
  - b. Without prejudice to the CUPE 1858 – VIU trade union certification, employees in these positions will be CUPE 1858 members and subject to the Collective Agreement indicated above.
  - c. These will be posted as temporary, part-time positions with a maximum term of 4 years.
  - d. These positions will not regularize and the employees in these positions will not be eligible for regularization.
9. This agreement shall be in place for the term of the ~~2019-2022~~ 2022-2025 CUPE 1858 – VIU Collective Agreement.

Signed this \_\_\_\_\_ day of April, 2023  
 Signed this 7<sup>th</sup> day of February, 2020"

|   |   |
|---|---|
| <br>Patricia Elliott, Bargaining Chair<br>Vancouver Island University | <br>Tiffany McLaughlin,<br>President, CUPE Local 1858 |
|---|---|

Dated this 4<sup>th</sup> day of April, 2023.





Vancouver Island University & CUPE Local 1858  
 Collective Agreement Negotiations  
 For Agreement Expired on June 30, 2022

Article: E01 Article 8.05

Date: April 4, 2023

Time: 3:27pm

*The parties agree to amend the Collective Agreement as follows:*

**PROPOSAL NO: E01**  
**ARTICLE NO: 8.05**  
**ARTICLE TITLE: RESOLUTION OF GRIEVANCES**

"8.05 RESOLUTION SETTLING OF GRIEVANCES

An earnest effort shall be made to settle grievances fairly and promptly in the manner set out below.  
~~following manner. Timelines set out below may be extended by mutual agreement.~~

An aggrieved employee shall make an earnest effort to resolve the dispute with the employee's manager. The employee shall have the right to have their steward present at such a discussion. If the dispute is not resolved with the manager, the union may present the grievance at Step 1.

Step 1

The aggrieved employee will submit the potential grievance to the employee's Steward. If the employee's Steward is absent, the employee may submit the potential grievance to the Lead Chief Steward and/or another member of the union's Grievance Committee. At each step of the Grievance procedure the grievor shall have the right to be present.

~~Step 2~~

If the Steward and/or the union's Grievance Committee consider the grievance to be justified, they will first discuss the dispute and identify the issue as a grievance with the employee's administrative manager supervisor who will render a decision within five (5) working days. ~~An employee who wishes~~

~~A a grievance must be to be presented at Step 21 of the grievance procedure must do so~~ no later than twenty (20) working days after the date:

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

Step ~~2~~3

Failing satisfactory ~~settlement~~ resolution and within five (5) working days of the decision rendered after the dispute was submitted under Step ~~12~~, the Union may submit to the ~~Associate Vice-President, Human Resources or designate~~ the grievance to the Human Resources department, a written statement of the particulars of the grievance, the Articles alleged to have been breached, and the redress sought. The Director, Employee Relations Associate Vice-President, Human Resources, or designate, will meet with the Union and grievor to attempt to resolve the grievance. The Director, Employee Relations Associate Vice-President, Human Resources, or designate, shall render a decision on the grievance within ~~ten~~ ten five (105) working days after the meeting, but in any case, not later than ~~twenty ten (20 10)~~ twenty ten (20 10) working days after receipt of the grievance at Step ~~23~~.

Step 3

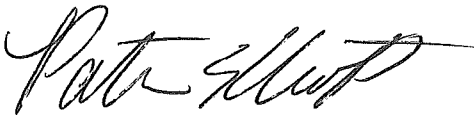

Failing satisfactory resolution and within five (5) working days of the decision rendered at Step 2, the Union may elevate the grievance to the Associate Vice-President, Human Resources, or designate. The Associate Vice-President, Human Resources, or designate, will meet with the Union to attempt to resolve the grievance and render a decision on the grievance within ten (10) working days after the meeting.

Step 4 (Suspensions and Dismissals)

Failing satisfactory resolution ~~settlement being reached in~~ at Step 3, on matters of suspensions and dismissals, the union's gGrievance eCommittee may submit the written grievance within ten (10) working days after receipt of the Step 3 decision, to the University President or designate, ~~which shall~~ Wwithin ten (10) working days after the receipt of the grievance at Step 4, the University President, or designate, shall grant a hearing to the Union on the grievance. The University President, or designate, shall render a decision on the grievance within ten (10) working days of the hearing.

Step 5

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

|  |   |
|--|---|
| <br>Patricia Elliott, Bargaining Chair<br>Vancouver Island University | <br>Tiffany McLaughlin,<br>President, CUPE Local 1858 |
|--|---|

Dated this 4<sup>th</sup> day of April, 2023.

Vancouver Island University & CUPE Local 1858  
 Collective Agreement Negotiations  
 For Agreement Expired on June 30, 2022

Article: U15 Article 19.01

Date: April 4, 2023

Time: 3:28pm

*The parties agree to amend the Collective Agreement as follows:*

**PROPOSAL NO: U15**  
**ARTICLE NO: 19.01**  
**ARTICLE TITLE: SICK LEAVE ENTITLEMENT**

"a) A temporary, probationary or regular full-time employee, not on leave of absence or lay-off, shall earn sick leave credits at the rate of ten and one half (10 ½) hours for each month of service in which pay was received for at least ten (10) days. Sick leave shall accumulate to a maximum of eight hundred forty (840) hours.

A temporary, probationary or regular part time employee, not on leave of absence or lay-off, shall be entitled to sick leave credits on a pro rata basis.

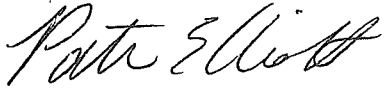
Where an employee is absent from work because of illness or injury, the employee shall be entitled to claim sick leave at the regular rate of pay for a maximum period equivalent to the employee's accumulated sick leave credit. In the event an employee requires medical treatment outside of the immediate area, or is referred to a medical specialist, leave shall be granted under this Article. An employee shall be paid from available sick leave credits for hours the employee had been previously scheduled to work.

Absences in excess of five (5) consecutive working days may be required to be supported by a medical certificate.

The University may request a medical opinion to confirm whether an employee, on return to work, is fit to return to work.

A temporary employee may carry forward fifty percent (50%) of unused sick leave credits from a temporary appointment to subsequent temporary appointments or to a regular appointment, provided the break between appointments has not exceeded eight (8) months and the balance at any time does not exceed two hundred ten (210) hours, or the prorated equivalent.

b) Employees who have completed 90 consecutive days of employment are entitled to 5 paid days of personal illness leave in accordance with section 49.1 of the *Employment Standards Act*. An employee who is already eligible for sick leave under Article 19.01, and who does not have sufficient sick leave credits in their bank, will be advanced up to 5 days of sick leave credits annually."



Patricia Elliott, Bargaining Chair  
Vancouver Island University



Tiffany McLaughlin,  
President, CUPE Local 1858

Dated this 4<sup>th</sup> day of April, 2023.

## Appendix C

The Employer and the Union agree to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Appendix "C" – 2022 CUPE Template Table ("CTT").

### 1. Term of Agreement

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

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

### 2. Wage Increase

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

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

These wage increases shall apply to all current employees who are members of the bargaining unit on the date of ratification of the applicable local agreement Notwithstanding the foregoing, any former employees who worked for the local institution and were part of the bargaining unit between July 1, 2022, and the date of ratification must apply to local institution within six (6) weeks of ratification in order to be eligible and receive the increased amount as retroactive pay. It is understood that any retroactive payments will be processed when practicable.

### 3. Flexibility Allocation

Pursuant to item #11 in the protocol agreement dated November 7, 2022 between the participating employers and the participating union locals, as defined in item #2 of the protocol agreement, the parties agree to refer the topic of Flexibility Allocation to the local bargaining parties as follows:

#### *Flexibility Allocation*

The Parties agree that 0.25% of total compensation base in Year 1 of the collective agreement and another 0.25% of total compensation base in Year 2 of the collective agreement will be available to the local parties to address items of mutual interest and benefit.

For clarity the amounts are as follows:

| <b>Institution</b> | <b>Year 1</b> | <b>Year 2*</b> |
|--------------------|---------------|----------------|
| <b>Camosun</b>     | \$80,350      | \$164,135      |
| <b>CNC</b>         | \$44,280      | \$90,465       |
| <b>COTR</b>        | \$16,895      | \$34,535       |
| <b>NIC</b>         | \$26,145      | \$53,435       |
| <b>VIU</b>         | \$51,095      | \$104,405      |

*\*Note: Year 2 is the ongoing amount.*

4. The parties agree to add the following language to the leave provisions in each local agreement:

## **Cultural Leave for Indigenous Employees**

- (a) A self-identified Indigenous employee may request up to two days' leave with pay per calendar year to organize and/or attend Indigenous cultural event(s). Such leave will not be unreasonably withheld.
  
- (b) Employees will provide the Employer with the dates of the days for which leave will be requested. Wherever possible, a minimum of two weeks' notice is required for leave under this provision.

## **5. Mental Health Supports**

Effective July 1, 2023, the Employers agree that the Extended Health Benefit plans will be amended such that coverage under the psychologist provision will include social workers and registered counsellors.

Further to the above, while not to be included in its local collective agreement, effective July 1, 2023, Vancouver Island University will include in its CUPE Support Staff benefits plan a professional service of combined psychologist, social worker and registered counsellor with a maximum amount of \$200 per person per calendar year.

*\*The parties agree that additional discussions related to mental health benefits may be tabled at local negotiations.*

## **6. Support Staff Joint Benefits Committee**

The parties agree to meet with Support Staff Unions and the PSEA member employers for the purpose of creating a Support Staff Benefits Committee with terms of reference as outlined in Schedule 2. The Joint committee will include equal representation between representatives of CUPE local unions and BCGEU bargaining units.

## **7. Support Staff Joint Gender Neutral Job Evaluation Committee**

The parties agree to create a CUPE Support Staff Joint Gender Neutral Job Evaluation Committee in accordance with LOU #1.

8. **Support Staff – Sectoral Collaboration**

The parties agree to LOU #2

9. **Public Sector Wage Increases**

The parties agree to LOU #4.

**SCHEDULE 2**

## Joint Benefits Committee

1. **Committee Established**

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

- not more than eight representatives of the Employers; and
- not more than eight representatives of the Support Staff-bargaining units (The Joint committee will include equal representation between representatives of CUPE local unions and BCGEU bargaining units).

(Representatives may include employees of PSEA and/or the Unions)

Leaves of absence for union committee members shall be granted in accordance with local collective agreements.

2. **Committee Mandate**

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

- (a) Comparison and analysis of contract administration and costs, using criteria developed by the committee.



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

**3. Replace Duplicate Language**

It is the intention of the Parties to replace duplicate language in Local provisions as appropriate.

**4. Adding Additional Members**

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

**5. Meetings**

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

LETTER OF UNDERSTANDING 2022 # 1

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

Between

POST-SECONDARY EMPLOYERS' ASSOCIATION ("PSEA")

Representing those employer-members participating in the 2022 MET

And

CANADIAN UNION OF PUBLIC EMPLOYEES ("CUPE")

representing those of its local unions participating (and whose employers are participating) in the 2022 CUPE Multi-Employer Table ("the Union")

**RE: JOINT GENDER-NEUTRAL JOB EVALUATION STEERING COMMITTEE**

1. The following are the participating employers and local bargaining units (CUPE) in this Letter of Understanding.
  - Camosun College – CUPE 2081
  - College of the Rockies – CUPE 2773
  - College of New Caledonia – CUPE 4951
  - North Island College – CUPE 3479
  - Vancouver Island University – CUPE 1858
  
2. The Parties agree to establish a Joint Job Evaluation Steering Committee ("Committee") whose purpose is to develop a Standardized Joint Gender-Neutral Job Evaluation Plan ("Plan") and a common wage grid that could be applied in all MET institutions.
  
3. The Committee shall be equally represented and shall consist of:
  - four Employer Representatives; and
  - four Union Representatives.

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

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

4. The tasks of the Committee will include the following:
  - a) Create a description of the role and responsibility of the Committee and its decision-making process.
  - b) Establish mutually agreed upon terms of reference.
  - c) Establish a timeline including key milestones to ensure that the project meets the target date.
  - d) The committee will review of a variety of Gender-Neutral Job Evaluation plans including a benchmarking classification plan.
  - e) Subject to mutual agreement and ratification by the local parties: Develop new job evaluation language which will replace or amend the following existing and applicable Local provisions and any other relevant Local provisions, and parts thereof, for those Parties who adopt the new Job Evaluation Plan in the future:
    - i. Camosun College – CUPE 2081: Articles 24 Job Descriptions and Job Evaluation Plan and Article 25 New Positions or Changed Duties and LOA #2 Re: Job Evaluation
    - ii. College of the Rockies – CUPE 2773 – Article 7.1 Position Descriptions and Salary Classification
    - iii. College of New Caledonia and CUPE 4951 – Article 8 Position Descriptions and Job Evaluation Procedures
    - iv. North Island College and CUPE 3479 - Article 25 Job Classification and Reclassification
    - v. Vancouver Island University and CUPE 1858 – Article 27 Job Classification and Reclassification

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

  - f) Meet at least six times per year. Additional meetings may be scheduled with the agreement of the majority of the Committee members.
  - g) Identify and engage in-house expertise from the Union and the PSEA (as applicable). It is understood the Employers may use consultant(s).
5. The Committee will report out to the Parties, the participating employers and local unions at key milestones during the development of the plan.
6. The target for completion of the development of a Standardized Joint Gender-Neutral Job Evaluation Plan to the point of testing and modelling is December 31, 2024.
7. Any concerns that arise during the development of the plan will be referred by the Committee to the Parties for resolution.
8. Leaves of absence for committee meetings shall be granted without loss of wages or benefits in accordance with local collective agreements.

9. Following completion of the Committee's work on developing and modelling a Standardized Joint Gender-Neutral Job Evaluation Plan above, the Parties will meet to discuss the potential implementation of the plan and a common wage grid at the MET institutions and local unions.
10. It is understood that this LOU does not provide for any funds that may be required to implement the Standardized Joint Gender-Neutral Job Evaluation Plan and/or common wage grid developed through this Committee. Any implementation, including salary surveys for the benchmark jobs, of the Plan will be the subject of future collective bargaining.

LETTER OF UNDERSTANDING 2022 # 2

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

Between

POST-SECONDARY EMPLOYERS' ASSOCIATION ("PSEA")

Representing those employer-members participating in the 2022 MET

And

CANADIAN UNION OF PUBLIC EMPLOYEES ("CUPE")

representing those of its local unions participating (and whose employers are participating) in the 2022 CUPE Multi-Employer Table ("the Union")

**RE: JOINT GENDER-NEUTRAL JOB EVALUATION STEERING COMMITTEE – DISCUSSIONS WITH OTHER UNIONS AND PSEA EMPLOYERS**

1. As appropriate, the parties agree to meet with BCGEU and any other interested Support Staff unions and the PSEA member employers for the purpose of discussing the mutual benefit of developing one common job evaluation plan that would apply to all participating parties.
2. In the event these discussions result in agreement to develop one common job evaluation plan, then the parties to this agreement will follow the process laid out in letter of understanding #1 in a joint manner together with the designated Union representatives and the PSEA member employers that agreed to form a joint gender neutral job evaluation steering committee during the 2022 to 2025 term.
3. In the event the parties are unable to agree on a committee structure to develop a common job evaluation plan, then this letter of agreement will expire and be of no further force and effect.

LETTER OF UNDERSTANDING 2022 # 3

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

Between

POST-SECONDARY EMPLOYERS' ASSOCIATION ("PSEA")

Representing those employer-members participating in the 2022 MET

And

CANADIAN UNION OF PUBLIC EMPLOYEES ("CUPE")

representing those of its local unions participating (and whose employers are participating) in the 2022 CUPE Multi-Employer Table ("the Union")

**Re: Cost of Living Adjustment**

**Definitions**

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

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

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

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

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

## **COLA**

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

### **July 2023**

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

### **July 2024**

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

LETTER OF UNDERSTANDING 2022 # 4

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

Between

POST-SECONDARY EMPLOYERS' ASSOCIATION ("PSEA")

Representing those employer-members participating in the 2022 MET

And

CANADIAN UNION OF PUBLIC EMPLOYEES ("CUPE")

representing those of its local unions participating (and whose employers are participating) in the 2022 CUPE Multi-Employer Table ("the Union")

**Re: Public Sector Wage Increases**

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

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



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

