

# **Collective Agreement**

between the

**Malaspina University-College**

and the

**Canadian Union of Public Employees**

**Local 1858**

**Effective from April 1, 1998 to June 30, 2002**

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## Definitions

a) Regular Employee

An employee who has completed the probationary period or who has served twelve (12) continuous months as a temporary employee.

b) Probationary Employee

An employee who is serving a probationary period in a regular position to determine his suitability as a regular employee.

c) Temporary Employee

A person who is hired to fill a specific work requirement which is anticipated to be of limited duration.

d) Casual Employee

A person hired to fill a specific work requirement which will not exceed six (6) weeks in duration. Consistent with Article 13.01 such vacancies are not subject to postings.

e) Temporary Positions

Except as provided in 21.06(d), temporary positions will be converted to regular status:

- i) When a temporary position is funded by monies not in the base budget, the position will be converted to regular if it is thirty-five (35) hours biweekly or greater and is continued beyond sixteen (16) months in a twenty-four (24) month period and where there is an expectation the position will continue or does continue into the third year.
- ii) Positions in the base budget will be converted to regular if continued beyond twelve (12) months in an eighteen (18) month period.

Accrual of time for the purpose of regularization of a position will commence April 1, 1998.

When temporary positions are funded by monies not in the base budget, postings and appointments will so stipulate.

f) Student Employment

- i) Prior to engaging a student to whom the two hour daily minimum will apply in a position within the CUPE bargaining unit, part-time regular or temporary CUPE employees will be offered additional hours, competency considered, dependent on their availability for the specific hours involved. Employees desiring additional hours are required to register with the Human Resources office giving specific detail regarding their availability and skill base.
- ii) Prior approval of a designated union executive member shall be the normal prerequisite to any employment offer to a student employed at the two hour daily minimum. The designated union executive member will assess these requests based on a determination that such employment will be mutually beneficial to the student by providing a relevant work experience and to the employee by presenting a professional development work or study opportunity.

- iii) In emergency situations, when CUPE regular or temporary employees cannot be reached and a designated union executive member is not available, students to whom the two hour minimum applies may be employed for a maximum of one day subject to extension to three days only with the union's advance concurrence.
- iv) All request and offers will be coordinated through the Human Resources office.

g) **Mutual Agreement**

Mutual agreement shall be defined as agreement between the Employer and the Union, unless otherwise stated. Agreement shall be communicated between the Union President, or designate, and the Director of Human Resources, or designate, normally within a twenty-four hour period.

## **Article 1 - Preamble**

### **1.01 Purpose of Agreement**

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

### **1.02 Conflict With Regulations of University-College Board**

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

### **1.03 Use of Masculine and Singular Terms**

The Union proposes that the contract be recognized as gender-neutral, i.e. change any reference to he/him/his, etc. to employee.

### **1.04 Human Rights Act**

The parties hereto subscribe to the principles of the Human Rights Act of British Columbia and agree to uphold these principles.

## **Article 2 – Union Recognition and Rights**

## 2.01 Bargaining Unit Defined (CA Article 2)

*The bargaining unit shall comprise all employees included in the bargaining unit as described in the certificate at each college or institution, issued by the Labour Relations Board of British Columbia, except positions excluded by mutual agreement between the local parties or excluded by the Labour Relations Board of British Columbia.*

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

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

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

## 2.02 Applicability

This collective agreement is fully applicable to all employees save where the benefits are specifically excluded by agreement of the parties.

## 2.03 Correspondence

The Employer agrees that all correspondence between the Employer and the Union related to matters covered in this Agreement shall be sent to the Recording Secretary of the Union.

The Employer agrees that a copy of any correspondence between the Employer or Employer's official and any employee in the bargaining unit covered by this Agreement, pertaining to the interpretation or application of any clause in this Agreement, shall be forwarded to the Recording Secretary of the Union.

## 2.04 No Other Agreement

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

## 2.05 No Discrimination for Union Activity

The Employer and the Union agree that there shall be no discrimination, interference, restrictions, or coercion exercised or practiced with respect to any employee for reason of membership or activity in the Union.

## 2.06 Bulletin Boards

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

## 2.07 Union Insignia

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

## 2.08 Right to Refuse to Cross Picket Lines

- a) All employees covered by this Agreement shall have the right to refuse to cross a picket line arising out of a dispute as defined in the Labour Relations Code of British Columbia. Any employee failing to report for duty shall be considered to be absent without pay.
- b) Failure to cross a picket line encountered in carrying out the Employer's business shall not be considered a violation of this Agreement nor shall it be grounds for disciplinary action.

## 2.09 Time Off for Union Business

### a) Without Pay

Leave of absence without pay and without loss of seniority will be granted:

- i) to an elected or appointed representative of the Union to attend conventions of the Union and bodies to which the Union is affiliated;
- ii) for elected or appointed representatives of the Union to attend Union business which requires them to leave their premises of employment;
- iii) for employees who are representatives of the Union or a bargaining committee to attend meetings of the Bargaining Committee.

### b) With Pay

Leave of absence with pay and without loss of seniority will be granted:

- i) to employees who are representatives of the Union on the Bargaining Committee to leave their employment to carry on negotiations with the Employer;
- ii) to stewards, or their alternates, to perform their duties pursuant to Section 8.01;
- iii) to employees called to appear as witnesses before an Arbitration Board.

It is understood that employees granted leave of absence pursuant to this Article shall receive their current rate of pay while on leave of absence with pay. Leave of absence granted under this Article shall include sufficient travel time. The Employer agrees that any of the above leaves of absence shall not be unreasonably withheld. To facilitate the administration of paragraph (a) of this section, when leave without pay is granted, the leave shall be given with pay and the Union shall reimburse the Employer for the appropriate salary costs, including travel time, incurred.

## 2.10 Harassment

All personnel have the right to work without harassment. Any complaint alleging harassment will be dealt with in the grievance procedure and will commence at Step 3, outlined in Article 8 and the Personal Harassment Policy as approved by the University-College Board.

Harassment shall be defined pursuant to Malaspina University-College Human Rights Policy dated October 21, 1993, and as amended by the Human Rights Joint Committee at future dates.

## **Article 3 – Union Security**

### **All Employees to be Members**

All employees of the Employer covered by this Agreement, as a condition of continued employment, shall become and remain members in good standing of the Union according to the constitution and by-laws of the Union. All new employees shall, as a condition of continued employment, become and remain members in good standing in the Union within thirty days of employment.

## **Article 4 – Check-Off of Union Dues**

- a) The Employer shall, as a condition of the employee's employment, deduct from the biweekly wages or salary of each employee in the bargaining unit, the amount of the regular monthly dues payable to the Union by a member of the Union.
- b) The Employer shall deduct from any employee who is a member of the Union any fees or assessments levied in accordance with the Union constitution and/or by-laws and owing by the employee to the Union.
- c) Deductions shall be made biweekly and membership dues or payments in lieu thereof shall be considered as owing in the month for which they are so deducted.
- d) Remittance to the Treasurer of the Union shall not be later than the 10th day of the following month and the Employer shall also provide a list of names as well as classification of those employees from whose salaries such deductions have been made together with the amounts deducted from each employee.
- e) Before the Employer is obliged to deduct any amount under Section (a) of this Article, the Union must advise the Employer in writing of the amount of its dues and fees. The amount so advised shall continue to be the amount to be deducted until changed by further written notice to the Employer signed by the Treasurer of the Union. Upon receipt of such notice, such changed amount shall be the amount deducted.
- f) From the date of the signing of this Agreement and for its duration, no employee organization other than the Union shall be permitted to have membership dues or other monies deducted by the Employer from the pay of the employees in the bargaining unit.

## **Article 5 – Employer and Union Shall Acquaint New Employees**

The Employer agrees to acquaint new employees with the fact that a Collective Agreement (a copy of which will be provided) is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Check-off of Union Dues. A new employee

shall be advised of the name and location of the employee's steward. Whenever the steward is employed in the same work area as the new employee, the employee's immediate supervisor will introduce the employee to the employee's steward. The Employer agrees that the employee's Union steward will be given an opportunity to interview each new employee within regular working hours, without loss of pay, for fifteen (15) minutes sometime during the first ten (10) days of employment for the purpose of acquainting the new employee with the benefits and duties of Union membership and the employee's responsibilities and obligations to the Union.

## **Article 6 – Management Rights**

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

## **Article 7 – Employer-Union Relations**

### **7.01 Establishment of Committee**

A Labour Management Committee shall be established consisting of three (3) or up to four (4) representatives of the Union and the same number representing the Employer. The Committee shall enjoy the full support of both parties in the interests of improved service to the public, and job security for the employees.

### **7.02 Function of Committee**

The Committee shall concern itself with the following general matters:

- a) Considering constructive criticisms of all activities so that better relations shall exist between the Employer and the employees.
- b) Improving and extending services to the public.
- c) Promoting safety and sanitary practices.
- d) Reviewing suggestions from employees, questions of working conditions and service (but not grievances).
- e) Correcting conditions which might cause grievances and misunderstandings.

### **7.03 Meeting of Committee**

The Committee shall meet at least bi-monthly at a mutually agreed upon time and place. Each member shall receive a notice, and agenda of the meeting at least forty-eight (48) hours in advance of the meeting. Employees shall not suffer any loss of pay for time spent with the Committee.

### **7.04 Circulation of Agreements Reached**

Matters discussed by the Labour Management Committee shall be recorded and signed by one designated representative of Management and Union.

Any memoranda or recommendations reached by this Committee shall be passed to the Executive Committee for information, review and/or decision.

Nothing shall be done by the Committee to change the terms and conditions of this agreement.

#### 7.05 Union Bargaining Committee

A Union Bargaining Committee shall be appointed by the Union and shall consist of four members of the Union. The Union shall have the right at any time to have the assistance of members of the staff of the Union when negotiating with the Employer.

The Union Bargaining Committee shall have access to the use of the University-College facilities and equipment required for support of negotiations with the Employer, subject to availability.

The Committee, in the conduct of their business, shall have the use of University-College vehicles, subject to availability, when required for travel between campuses for the purpose of meeting with members at those campuses. Such use may be subject to a charge consistent with normal University-College practice.

#### 7.06 Union Representatives

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

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

#### 7.07 Technical Information

The Employer agrees to provide to the Union such information that is available relating to employees in the bargaining unit, as may be required by the Union for collective bargaining purposes.

## Article 8 - Grievances

#### 8.01 Recognition of Union Stewards and Grievance Committee

In order to provide an orderly and speedy procedure for the settling of grievances, the Employer acknowledges the rights and duties of the Union Grievance Committee and the Union Stewards. The Steward shall assist any employee which the Steward represents, in preparing and presenting the employee's grievance in accordance with the grievance procedure.

### 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 Steward, before the Employer shall be required to recognize the Steward.

### 8.03 Permission to Leave Work

The Employer agrees that stewards shall not be hindered, coerced, restrained or interfered with in any way in the performance of their duties, while investigating disputes and presenting adjustments as provided in this Article. The Union recognizes that each steward is employed by the Employer and that they will not leave their work during working hours except to perform their duties under this Agreement. Therefore, no steward shall leave their work without permission of their supervisor, which will not be unreasonably withheld.

### 8.04 Definition of Grievance

A grievance shall be defined as any difference arising out of interpretation, application, administration, or alleged violation of the Collective Agreement or a case where the Employer has acted unjustly or improperly.

### 8.05 Settling of Grievances

An earnest effort shall be made to settle grievances fairly and promptly in the following manner:

#### Step 1

The aggrieved employee will submit the grievance to the employee's Steward. If the employee's Steward is absent, the employee may submit the grievance to the Chief Steward and/or another member of the 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 Grievance Committee consider the grievance to be justified, they will first discuss the dispute with the employee's administrative supervisor who will render a decision within five (5) working days. An employee who wishes a grievance to be presented at Step 2 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 3

Failing satisfactory settlement within five (5) working days after the dispute was submitted under Step 2, the Chief Steward may submit to the Director of Human Resources and Labour Relations a written statement of the particulars of the grievance and the redress sought. The Director of Human Resources and Labour Relations will meet with the Chief Steward and grievor to attempt to resolve the grievance. The Director of Human Resources and Labour

Relations shall render a decision on the grievance within five (5) working days after the meeting, but in any case, not later than ten (10) working days after receipt of the grievance at Step 3.

#### Step 4

Failing satisfactory settlement being reached in Step 3 on matters of suspensions and dismissals, the grievance committee may submit the written grievance within ten (10) working days to the University-College Executive which shall within ten (10) working days after the receipt of the grievance, grant a hearing to the Union on the grievance. The Executive 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, Union may refer the dispute to arbitration within twenty (20) working days after receipt of the decision of the University-College Executive or Director of Human Resources and Labour Relations.

### 8.06 Policy and Union Grievance

The Union and its representatives shall have the right to originate a grievance on behalf of an employee or group of employees. In addition, where a dispute involving a question of general application or interpretation occurs, or where a group of employees or the Union has a grievance, Steps 1 and 2 of this Article may be bypassed.

### 8.07 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.

### 8.08 Replies in Writing

Replies to grievances stating reasons shall be in writing at all stages.

### 8.09 Facilities for Grievances

The Employer shall supply the necessary facilities for the grievance meetings.

### 8.10 Failure to Act Within Time Limits

If the grievor or the Union fails to process a grievance to the next step in the grievance procedure within the time limits specified, they shall not be automatically deemed to have prejudiced their position in arbitration.

### 8.11 Technical Objections to Grievances

An arbitration board shall have the power to allow all necessary amendments to the grievance and the power to waive formal procedural irregularities in the processing of a grievance, in order to determine the real matter in dispute and to render a decision which is deemed just and equitable.

### 8.12 Mediation/Arbitration

- a) Where a difference arises between the parties relating to the dismissal, discipline or suspension of an employee, or to the interpretation, application, operation or alleged violation of this agreement, including any question as to whether a matter is arbitrable, during the term of the collective agreement, Judi Korbin or Nancy Morrison, or a substitute agreed to by the parties, shall, by mutual agreement of the parties:
  - i) investigate the difference;
  - ii) define the issue in the difference;
  - iii) attempt to cause the parties to agree on a resolution or, failing such agreement, render a final decision to resolve the difference within ten (10) days of the date of receipt of the request; and, for those ten (10) days from that date, time does not run in respect of the grievance procedure.
- b) The named persons shall be selected on the basis of their earliest availability in each case.
- c) Resolution of the difference through this procedure will not be relied upon by either party for other interpretations of the collective agreement.

## Article 9 - Arbitration

### 9.01 Composition of Board of Arbitration

When either party requests that a grievance be submitted to arbitration, the request shall be made by registered mail 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 registered mail indicating the name and address of its appointee to the Arbitration Board. The two 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 appointees fail to agree upon a chairperson within seven (7) days of their appointment, the appointment shall be made by the Minister of Labour 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 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 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 the cost of such arbitrator. The arbitrator shall have the same powers as an Arbitration Board.

## Article 10 – Discharge, Suspension and Discipline

#### 10.01 Burden of Proof

In cases of discharge and discipline, the burden of proof of just cause shall rest with the Employer. Evidence shall be limited to the grounds stated in the discharge or discipline notice to the employee.

#### 10.02 Warnings

Whenever the Employer or authorized agent deems it necessary to censure an employee in a manner indicating dismissal or discipline may follow any further infraction, or may follow if such employee fails to bring their work up to a required standard by a given date, the Employer shall call a meeting with the employee notifying the employee they have the right to a shop steward or Union representative at that meeting. The Employer shall, within ten (10) days after the meeting, give written particulars of such censure to the employee involved and the Secretary of the Union.

#### 10.03 Evaluation Reports

Where a formal appraisal of an employee's performance is carried out, the employee concerned shall be given the opportunity to read and review the appraisal. 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 shop 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 his/her 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-College.

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.

## Article 11 - Seniority

#### 11.01 Seniority Defined

Seniority is defined as the length of continuous service as a regular employee in the bargaining unit and shall be used in determining preference or priority for promotions, transfers, demotions, lay-offs, and recall. Seniority shall operate on a bargaining-unit-wide basis.

#### 11.02 Seniority List

The Employer shall maintain a seniority list showing the date upon which each employee's service commenced. An up-to-date seniority list shall be sent to the Union and posted on all designated bulletin boards in January and June of each year.

#### 11.03 Seniority for Temporaries

Seniority for temporaries and casuals shall be defined as the number of hours an employee has worked in temporary or casual positions. Seniority will be back-dated to include all temporary and casual service at the University-College as of December 29, 1997.

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(k).

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 and posted on the two (2) designated bulletin boards in January and June of each year.

When the position occupied by a temporary employee is, at the conclusion of the temporary period, posted as a regular position AND that temporary employee is successful, regular seniority will be calculated and back-dated to include all service at the University-College as a temporary provided there has not been a break in service exceeding eighteen (18) months.

The conversion of temporary seniority to regular seniority shall be calculated using the factor of 1820 hours per year (hpy).

#### 11.04 Probation for Newly Hired Employees

A newly hired employee shall be on probation for a period of four (4) months worked from the date of hiring. The probationary period may be extended by mutual agreement. During the probationary period, the employee shall be entitled to all rights and benefits of this Agreement.

A temporary hire, in excess of three (3) months, will have a probationary period of three (3) months. If the above-noted employee is subsequently hired as a regular employee in the same position, the employee shall serve an additional one (1) month probation. The probationary period may be extended by mutual agreement.

#### CA Article 12 Job Stability

*Notwithstanding articles in the local collective agreement pertaining to probation period, regular employees shall not be eligible to apply for another regular posted position within their initial probation period, except by mutual agreement of the employer and the union at the local level.*

## Article 12 – Lay-Off and Recall

A reduction in work opportunity of the individual employee's regular schedule, as designated in the current job posting/ appointment form, will constitute a lay-off.

#### 12.01 Lay-Off and Recall

See Appendix D concerning CUPE Lay-off Procedures

- a) The Employer shall identify the employee to be laid off, together with the classification and department.
- b) Regular employees who are subject to a seasonal lay-off will receive written notice at least twenty (20) working days prior to the effective date of lay-off, or will receive pay in lieu for each day the notice period is shorter than the twenty (20) working days.
- c) In case of a delay in the budget process (April layoffs only), verbal notice by the Administrative supervisor of at least twenty (20) working days shall be accepted as sufficient notice as identified in Article 12.01(b). This is provided that the verbal notice is followed by written notice at least ten (10) working days prior to the commencement of the seasonal layoff.
- d) Regular employees who are laid off (other than seasonal lay-offs) will receive written notice of at least as many days stipulated below, or pay in lieu for each day the notice period is shorter than the days stipulated below:
  - 20 working days for employees with up to 6 years service;
  - 25 working days for employees with 6 to 7 years service;
  - 30 working days for employees with 7 to 8 years service;
  - 35 working days for employees with 8 to 9 years service;
  - 40 working days for employees with more than 9 years service.

- e) Benefit plan coverage may continue consistent with the provisions of the contract with the Carrier. The employee will be required to pay both shares except as provided in Article 29.03.
- f) A regular employee with the required ability may exercise their seniority rights to bump bargaining unit wide to the equivalent or lower classification. An employee may bump to a higher position in the following circumstances:
  - i) To regain the level held prior to a layoff where the position identified is substantially the same as the one from which the layoff occurred.
  - ii) The position has been posted as a regular position within the previous twelve (12) calendar months and the employee gained the educational qualifications for the position since the date the posting expired.  
The Employer must be notified within five (5) working days by the employee or the Union of where bumping will occur. At the request of the employee, the period shall be extended to ten (10) working days.
- g) Regular employees on lay-off shall be recalled in order of service seniority, provided they have the ability to perform the available work.  
Regular employees recalled shall maintain their regular rate of pay when filling a casual/temporary assignment that is the same level and is similar in nature to their regular position.
- h) A list of regular employees on lay-off shall be kept and the Employer shall notify said employees of regular and temporary vacancies.
- i) It is the employee's responsibility to keep the Employer advised of the last known address.
- j) The provisions of this section shall only apply in respect of any employee for a period of eighteen (18) months following the date of lay-off.
- k) In the event of lay-offs resulting from a decrease in the amount of work to be done, temporary employees shall be laid off prior to any regular employees being laid off. Such lay-off shall be in the reverse order of seniority, skill, knowledge and ability considered.

#### 12.02 Application

The application of the lay-off and recall procedures in Section 12.01, when outside of seniority, shall be subject to joint Employer-Union consultations.

## Article 13 – Promotions and Staff Changes

#### 13.01 Job Postings

When a vacancy occurs or a new position is created inside the bargaining unit, notice shall be posted on Bulletin Boards in the Job Posting bulletin, on the 24 hour Jobline and on the Internet (<http://www.mala.bc.ca>) for a minimum of five (5) days, so that all members will be informed of the vacancy or new position.

A vacancy specified as six (6) consecutive weeks or less is not subject to posting.

#### 13.02 Information in Posting

Such notice shall contain the following information:

- a summary of the function, activities and responsibilities consistent with the Job Evaluation Position Questionnaire
- the required education and experience as per the Job Evaluation rating
- the current pay level of the position
- hours of work

In addition, the posting may contain other details relevant to the position.

### 13.03 No Outside Advertising and Internal Applicants

No applications received as a result of outside advertisement for any vacancy shall be considered until applications of present regular employees have been thoroughly processed and no competent applicant found.

Applications will be assessed and applicants short listed based solely on information provided on the application to the specific posting.

### 13.04 Role of Seniority in Promotion and Transfers

- a) In making promotions, transfers, or filling vacancies, the skill, knowledge and ability of the employees concerned shall be the primary consideration and where such qualifications are relatively equal, seniority shall be the determining factor.
- b) Persons with temporary or casual seniority pursuant to Article 11.03 shall be given preference for posted positions where their skill, knowledge, and ability is equivalent to that of the other outside job applicants. In the event two (2) or more such applicants are relatively equal in their skill, knowledge, and ability, seniority shall be the determining factor.

Applicants who wish to exercise their rights under this clause must identify on the application that they have temporary or casual service during the previous eighteen (18) calendar months.

### *CA Article 11 Eligibility for Internal Postings*

*After working an accumulated number of hours equivalent to the probation period or a lesser number of hours as per the local collective agreement, Auxiliary/Casual/Term and Temporary employees shall have such hours of service, from the first date of their employment, recognized for the purposes of applying as an internal applicant for a position. In the event the selection process requires a tiebreaker, the hours of service shall be the determining factor.*

### 13.05 Trial Period

The successful applicant shall be placed on trial for a period of two (2) months, subject to further two (2) month extension by mutual agreement between the supervisor and the employee in which case, reasons shall be provided to the Union in writing. Any further extension will require the mutual agreement of the Union and the Employer.

Conditional on satisfactory service, the employee shall be declared regular after that period. The trial period shall be at the established rate of pay for the position. In the event the successful applicant proves unsatisfactory in the position during the trial period, or if the employee is unable to perform the duties of the new job classification, the employee shall be

returned to their former position, wage or salary rate and without loss of seniority. Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to their former position, wage or salary rate, without loss of seniority.

Notwithstanding the above, normally no employee shall be required to serve more than one (1) trial period in the same position.

#### 13.06 Notification to Employee and Union

Within seven calendar days of the date of appointment to a vacant position within the bargaining unit, the name of the successful applicant shall be sent to each applicant within the bargaining unit. Upon request, unsuccessful applicants from within the bargaining unit shall be given the reasons why they were unsuccessful. The Union shall be notified of all appointments, hirings, lay-offs, transfers, recalls and termination of employment.

#### 13.07 Right to Grieve

Where an employee feels he has been aggrieved by any decision of the Employer related to promotion, demotion or transfer, the employee may grieve the decision at Step 3 of the Grievance Procedure in Article 8 of this Agreement within 21 days.

## Article 14 – Hours of Work

#### 14.01 Standard Work Week

- a) The standard work week for non-shift employees shall consist of five (5) consecutive days, from Monday to Friday inclusive.
- b) The work week shall be thirty-five (35) hours per week.
- c) Part time is less than thirty-five (35) hours per week.
- d) Management may from time to time designate certain positions as self-assigning for the delivery of services such as those related to community and international education and the gymnasium which cannot be delivered on predictable and rigid schedules and require the assignment of flex hours. These self-assigning employees are expected to schedule their own working hours in accordance with the requirements of the job function in concert with their supervisor. The employee shall be given a daily time credit up to a maximum of one-fifth of the employee's basic weekly hours of work (if on a five day work week). In the event that fewer hours are worked, there shall be no reduction in pay. If the aggregate hours over the period July 1 to June 30 exceed the hours paid biweekly, the excess hours accumulated will be assigned as time off with pay at time and one-half. In any event, the accumulated hours shall be assigned off within twelve months of the date they are accrued or at the employee's request, paid out. Articles 15 and 16 shall not apply. If the aggregate hours are less than estimated, there shall be no recovery.

The following are the positions on flexible self-assigning hours:

- Program Assistant
- Gym Attendant
- Educational Planner/Duncan and Powell River
- Manager of Financial Aid

When circumstances require the creation or designation of additional self-assigning positions the mutual agreement of affected employees, the union and management will be required before implementation.

- e) The designation of "self-assigning" will be reviewed after a new incumbent occupies the position for twelve (12) consecutive months.
- f) The Director of Human Resources will request a statement from the supervisor, signed by the employee to record hours accrued to December 31 of each year and a proposed utilization plan intended to clear the credit by June 30.
- g) See Appendix "B" for flexible work schedule.

#### 14.02 Standard Work Day

The standard work day for non-shift employees shall be 7 hours exclusive of the meal period.

#### 14.03 Additional Hours for Regular Part-Time Employees

- a) The University-College is committed to the principle of making temporary and casual work available to regular part-time employees. Such assignments are exempt from premium pay. It is the responsibility of the regular part-time employee to advise Human Resources, in writing, of their interest in such employment, their availability, and their skills, knowledge and ability as it might relate to such employment.
- b) The parties shall meet in January of each year to review the previous nine (9) months experience and the future prospects of a part-time employee working additional hours in their regular position on a regular basis, and having such additional hours becoming part of the employee's regular assignment.
- c) The Human Resources office shall supply this information in December of each year so the Union has time to review the information before the January meeting.

#### 14.04 Meal Periods

- a) Meal periods shall be scheduled as close as possible to the middle of the work day or shift and to correspond to dining room facilities.
- b) An employee shall be entitled to take a meal period away from the work station. Where this cannot be done, the meal period shall be considered as time worked and compensated for at the applicable overtime rate, providing such time is authorized.

#### 14.05 Rest Period

During a four (4) hour work period, employees shall be entitled to one (1) paid fifteen (15) minute rest period.

Within every seven (7) hour work period, employees shall be entitled to two (2) paid fifteen (15) minute rest periods.

## Article 15 – Shift Work

### 15.01 Definition of Shift for Regular Employees

- 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 50 cents per hour for all hours worked on shift 50% or more of which is regularly scheduled between 6:00 p.m. and 6:00 a.m.

### 15.02 Shift Premium

Shift premiums shall be paid for all hours worked on a second or third shift. Shift premiums shall be:

- 50 cents per hour for second shift
- 50 cents 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 50 cents per hour for the entire shift. An employee on split shift is required to have an unpaid break of more than one hour.

### 15.03 Notice of Shift Schedules

Schedules of shift work for regular employees and temporary employees working a scheduled shift shall be posted at least 48 hours in advance of starting day of a new schedule. However, the Employer will make every effort to post shift schedules fourteen (14) days in advance and employees involved will be consulted prior to any change in the shift schedule in order to determine their availability.

In the event that an employee's schedule of shift work and/or hours of work are changed without the 48 hours advance notice required, the employee will receive a premium of 35 cents per hour for work performed on the first new scheduled shift to which the employee changed in addition to the employee's regular pay. Subsequent shifts worked on the new schedules shall be without this premium.

### 15.04 Short Change Over

If shifts are scheduled so that there are not 24 hours between the start of an employee's shift and the start of the next shift, overtime rates apply to hours worked on the succeeding shift within the 24-hour period.

Exceptions to this are casual employees who are called in on short notice to work the remainder of a shift one day and begin at the regular time on the second day, and part-time employees who access additional hours under Article 14.03.

### 15.05 Exchange of Shifts

Employees may exchange shifts with the approval of the Administrative Supervisor, provided that sufficient advance notice is given and there is no increase in cost to the Employer. The employee shall initiate the request with the direct supervisor.

### 15.06 Reporting to Work Location

Where employees are required to report to a central location in order to be assigned their work location, their shift will commence from the time they are required to report for assignment.

### 15.07 Shift Change

The starting and stopping times of all shift changes shall be subject to joint Employer/Union negotiations.

### 15.08 Change of Work Location

Except in the case of temporary assignment changes for a duration of less than one (1) month, and except in the case of emergencies, the Employer will give a regular employee two (2) weeks advance notice in writing stating reasons, prior to implementing any change in the employee's designated work location.

## Article 16 - Overtime

### 16.01 Definitions

- a) "Overtime" means work performed by an employee in excess or outside of the normal full-time working day.
- b) "Straight time rate" means the hourly rate of remuneration.
- c) "Time and one-half" means one and one-half times the straight rate.
- d) "Double time rate" means two times straight rate.
- e) "Double time and one-half" means two and one-half times the straight time rate.

### 16.02 Overtime Entitlement

An employee will be entitled to compensation for authorized overtime after work in excess of a regular scheduled work day.

### 16.03 Recording of Overtime

Employees shall record starting and finishing times for overtime worked on a designated form.

It is the employee's responsibility to identify premium pay claims.

### 16.04 Sharing of Overtime

Overtime work shall be allocated on an equitable basis among employees who are willing and qualified to perform the available work. It is recognized that due to operational difficulties, the allocation of overtime work may vary.

### 16.05 Overtime Compensation

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

- i) Time and one-half for first four overtime hours worked after a normal full time work day, and
  - ii) Double time for all hours worked in excess of four overtime hours worked after a normal full time work day.
  - iii) Double time for all hours worked on day of rest.
- b) An employee who works on a designated holiday which is not a scheduled work day, shall receive the regular day's pay, and shall receive additional compensation at the rate of double time for all hours worked; except for Christmas and New Year's when the additional compensation shall be the rate of double time and one-half for all hours worked.
- c) An employee on travel status who is required to travel on the Employer's business in excess of full-time hours shall be compensated at the applicable overtime rates for all hours travelled. The Employer may determine the means of such travel.

#### 16.06 Meal Allowances

An employee who is required to work a minimum of two and one-half (2 1/2) hours overtime before or after his/her scheduled hours of work, shall be provided with a meal or shall be reimbursed in the amount of \$8.00. A meal break of 1/2 hour with pay shall be given at the overtime rate.

In the event an employee is required to work during his/her scheduled meal break, the supervisor shall ensure the employee is provided with a meal break either immediately prior to, or immediately after the regular scheduled break.

This section shall not apply to an employee who is on travel status which entitles him/her to claim for lodging and/or meals.

#### 16.07 No Lay-Off to Compensate for Overtime

Employees shall not be required to lay off during regular hours to equalize any overtime worked. However, at the time of reporting hours, the employee may request supervisory approval for time-off in lieu of overtime at the applicable overtime rate.

#### 16.08 Calculation of Overtime Rate

- a) For the purpose of calculating the hourly rate, an employee's biweekly rate shall be divided by 70 for employees on 35 hours per week, and multiplied by the applicable overtime rate.
- b) Should the hourly rate arrived at result in a fraction of one cent, it shall be taken to the next highest full cent before multiplying the applicable overtime rate.

#### 16.09 Right to Refuse Overtime

The parties recognize employee longevity and well-being will benefit by a regular standard work week with regular time off.

All employees shall have the right to refuse to work overtime, except when required to do so in emergency situations, without being subject to disciplinary action for so refusing.

### 16.10 Overtime for Part-Time Employees

Part time employees are eligible for overtime compensation when they are required to work more than 7 hours in a day. Except for employees on a rotating shift, which requires more than five (5) consecutive days of work, part time employees required to work in excess of five (5) days in a week, are eligible for overtime compensation for all work performed in the sixth and seventh days. Overtime rates as defined in 16.05(b) shall apply for all work performed on general holidays.

### 16.11 Call-Out Provision

A regular employee who is called back to work outside his regular working hours shall be compensated for a minimum of four (4) hours at the applicable overtime rates.

The four (4) hour minimum does not apply to employees who have received prior notice that they will be called back. Upon return to work such employees will be compensated for a minimum of two (2) hours at their applicable overtime rate.

### 16.12 Rest Interval

An employee required to work overtime beyond the regularly scheduled shift shall be entitled to eight (8) clear hours between the end of the overtime work and the start of the employee's next regular shift. If eight (8) clear hours are not provided, overtime rates shall apply to all hours worked on the regular shift.

### 16.13 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 on the next pay cheque.
- 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.
- d) Once an employee elects banking or pay for an instance of overtime, no change shall occur.

## Article 17 – General Holidays

### 17.01 General Holidays

#### a) General Holiday Pay

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

New Year's Day

Good Friday

Easter Monday

Victoria Day

Canada Day

British Columbia Day

Labour Day

Thanksgiving Day

Remembrance Day

Christmas Day

Boxing 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 4.2% will be added to the base rate of employees classified as casual.
- d) Where an employee is required to work on a general holiday the employee shall be paid at the overtime rate and receive equal time off with pay at the regular rate.
- 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.

### 17.02 Non-Service Duty Days

Three (3) Non-Service Duty Days will be provided for regular and temporary employees who are not on seasonal lay-off or leave without pay. These will be on the first, second and third working days following Boxing Day or the day observed as Boxing Day.

A regular or temporary employee who is designated by the University-College Executive to work during the non-service duty day shall receive the equivalent time off in lieu at a time mutually agreeable between the employee and their supervisor.

## Article 18 - Vacations

### 18.01 Vacation Year

For the purpose of this Agreement, the Vacation Year shall mean the twelve (12) month period from July 1st to June 30th, inclusive.

### 18.02 Vacation Entitlement

- a) Basic vacation entitlement will accrue at the following rates:
  - i) 4.04 hours per pay period from the start of employment (three weeks per year);
  - ii) 5.39 hours per pay period from the pay period following the start of the the fifth year of employment (four weeks per year);
  - iii) 6.73 hours per pay period from the pay period following the start of the tenth year of employment (five weeks per year);
  - iv) 8.08 hours per pay period from the pay period following the start of the eighteenth year of employment (six 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 (6) per cent 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.

- 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.

### 18.03 Regular Employees Assigned Less Than 12 Months

Regular employees assigned less than twelve (12) months per year shall have vacation entitlement included in their appointment. The appointment shall reflect the vacation entitlement of the incumbent.

The supervisor will assign the vacation time at the time this change is made. These allocations of vacation time are not subject to change except as included in the budget planning for the fiscal year and only to reflect changed operational staffing needs.

Employees may take vacation only as specified. Should the employee desire time off outside of the designated vacation periods, absence without pay may be requested by the employee and granted where operationally feasible.

Any unused vacation at the time of the longest layoff scheduled in the fiscal year will be paid out prior to the commencement of the lay off. No carry over of such credits will be accommodated.

Vacation accrual entitlement will be based on regular hours assigned based on the employee's appointment. Vacation entitlement for any additional regular hours worked will be accrued on a biweekly basis.

### 18.04 War Service

Service with the Active Forces of the Crown during any war may be counted in the calculation for vacation leave entitlement AFTER the employee has completed one years service with the Employer. This regulation applies solely to those who served as members of the Commonwealth Forces.

#### Duration of Wars (recognized dates)

The recognized dates of duration of the following war are:

- Korean Conflict - From Aug. 7, 1950 to July 27, 1953

Discharge certificates must be presented before War Service is recognized.

#### 18.05 Compensation for Holidays Falling Within Vacation

When a statutory holiday falls on or is observed during an employee's annual vacation, it shall be recorded as a statutory holiday on the timesheet and shall not be deducted from the employee's vacation credits.

#### 18.06 Vacation Pay on Retirement

On retirement, at age fifty-five (55) or older, each employee, with a minimum of ten (10) continuous years of employment at the University-College, and qualifies for the Municipal Superannuation Plan, shall be entitled to the same vacation which the employee would have had if the employee continued working to the end of the calendar year.

An approved leave of absence of up to one (1) year shall not constitute a break in continuous employment.

For information purposes only, the Employer may solicit an expression of interest from employees eligible for retirement by November 1st of each year.

#### 18.07 Pay Cheques

Employees may, upon giving twenty (20) calendar days prior notice, receive on the last working day preceding commencement of their vacation, any cheques which would normally fall due during the period of their vacation.

#### 18.08 Approved Sick Leave During Vacation

Where an employee is eligible for sick leave while on vacation there shall be, on application, special arrangements made where serious illness or accident can be proven with the intent not to lose vacation time.

#### 18.09 Vacation Relief

Where vacation relief is required, the Employer shall attempt, where practical, to give regular employees the opportunity to substitute in higher paying positions and arrange for staff replacements at the lowest paying category.

#### 18.10 Utilization of Annual Vacation Credits

Vacation credits accrued in the previous vacation year (July 1 - June 30) must be used or banked (Article 18.11) prior to Leave Without Pay.

#### 18.11 Banking of Vacation Credits

With the immediate Supervisor's approval, regular employees will be permitted to bank 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 the subsequent vacation year at a mutually agreeable time between the employee and supervisor.

## Article 19 – Sick Leave

### 19.01 Sick Leave Entitlement

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 (10½) 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 and 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 is referred to a medical specialist or requires medical treatment outside of the immediate area, 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 days must be supported by a medical certificate.

The University-College 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 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 and ten (210) hours, or the prorated equivalent.

### 19.02 Advance of Sick Leave

An employee may borrow against future earned sick leave in the event the employee suffers a serious, long term illness, provided that:

- a) a qualified medical practitioner certifies that the employee is seriously ill and the nature of the illness prevents the employee from performing their regular duties.
- b) borrowed sick leave credits are charged against future earned credits;
- c) the employee has been employed at least six (6) months.

Employees will not be eligible to borrow sick leave with pay as long as the employee concerned has unexpended benefits under the Employment Insurance Sickness Benefit Plan.

The borrowed leave entitlement shall be as follows:

- a) employees with ten (10) years continuous service or less - up to thirty (30) working days;
- b) employees with more than ten (10) years and less than twenty (20) years continuous service - up to forty-five (45) working days;
- c) employees with twenty (20) years continuous service or more - up to sixty (60) working days.

In exceptional cases, these entitlements may be varied on approval by the Director of Human Resources in order to provide bridging to an approved long term disability claim.

### 19.03 Employee to Inform Immediate Supervisor

The employee shall make every reasonable effort to inform the immediate supervisor as soon as possible of the employee's inability to report to work because of illness or injury.

### 19.04 Family Illness

In the case of illness of a relative who currently resides in the same household as the employee, or an illness of the parent (including in-law), spouse, or child, or when no other immediate family member other than the employee can provide for the needs of the ill person, or transport that person the employee shall be entitled, after notifying the supervisor, to use annual sick leave entitlement up to a maximum of five (5) days per annum, July 1 to June 30, for this purpose.

In the event the family member is hospitalized, leave shall be granted under this article if there is a medical necessity to provide care other than that provided by hospital personnel.

In the event an immediate family member is referred to a medical specialist or requires medical treatment outside of the immediate area, leave shall be granted under this Article.

### 19.05 Deduction of Sick Leave

Absence for an accounted illness for less than half a day shall not be deducted. Absence for half a day or more and less than a full day shall be deducted as one-half day. This provision is to be pro-rated for part-time employees.

### 19.06 Payment for Accrued Sick Leave on Termination or Retirement

An employee having accrued sick leave to their credit shall:

- a) On termination, receive a salary grant equal to 50% of such credit at the rate of pay effective at the termination date provided the employee has completed three (3) years service; or
- b) On retirement, receive a salary grant equal to 100% of such credit at the rate of pay effective at the retirement day. This benefit is only available to employees aged fifty-five (55) or older.

In the event of death, the value of the accrued sick leave shall be paid to the employee's estate.

### 19.07 Sick Leave Records

Upon written request an employee shall be advised of the balance of their sick leave credits.

### 19.08 Long Term Disability

Sick leave credits cannot be utilized beyond the three (3) month elimination period except in the event the initial Long Term Disability payment is delayed. Upon receipt of Long Term Disability monies, the Employer will be reimbursed and the Sick Leave Bank credits reinstated.

### 19.09 Workers Compensation Leave

Employees with accumulated sick leave to their credit shall turn over, or cause to be turned over, to the Employer, any wage loss monies paid or payable to them by the Workers'

Compensation Board, and upon so doing will receive full pay up to the value of the accumulated sick leave.

In such cases there will be a deduction from the accumulated sick leave of the percentage by which the Workers' Compensation Board does not recompense the Employer. If there is no credit of sick leave, employees will retain their Workers' Compensation Board cheques.

#### 19.10 Employee Assistance Program

The parties agree that an Employee Assistance Program is mutually beneficial. Information about the program is available at the Human Resources Office or from a Union Shop Steward or Executive member.

## Article 20 – Career and Personal Development

### 20.01 Purpose of Career Development

- a) Both parties recognize that improved equipment, methods and procedures create changes in the job structure of the University-College's work force. The parties also recognize the need to provide employees with the opportunity for career development by enabling them to prepare for promotional advancement and generally upgrade their present skills.
- b) The provisions of the Article are intended to assist regular employees in maintaining and improving skills and/or to assist in preparing them for foreseeable jobs.

### 20.02 Committee on Education and Training

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

- a) It is mutually agreed training on all new equipment and procedures will be provided by the University-College 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 his 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.
- c) The University-College will provide the Committee with information on University-College courses available to staff four (4) weeks ahead of the earliest identified course dates.
- d) The Committee will ensure that the CUPE Employee Training Opportunity Flyer is adequately circulated to 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 supervisor approves employees for short courses.

### 20.03 Career Development Funds

The University-College shall make an annual commitment of \$10,000 to be administered by the Joint Committee on Education and Training. At the conclusion of each fiscal year an accounting of expenditures will be provided to the Union.

The unspent balance at the end of any fiscal year may be carried forward to the following year, provided the total funds unspent at any time do not exceed \$20,000.

The Committee shall operate as follows:

- a) The Committee shall report in writing to the parties in January and May.
- b) All decisions of the Committee shall be by consensus.
- c) Expenditures made from the funds shall be approved by the Committee prior to implementation. Cost center reports shall be provided to the Committee members monthly.
- d) Courses paid for by the fund shall be attended by CUPE members first. In the event vacancies are available after CUPE registrations close, other Malaspina University-College employees may attend providing they pay fees set by the Committee.

### 20.04 Personal Development

#### a) Enrolling in Credit Courses

University-College employees, who have a regular appointment, may register in University-College courses at no cost, provided that no fee-paying student is displaced. Such registration will be subject to admissions requirements and enrolment procedures which will be set from time to time by the Registrar.

#### b) Enrolling in Community Education Courses

Eligible University-College employees - defined as an individual who is employed by Malaspina University-College for a minimum of three (3) months and only during the period employment, or as determined on an individual basis by a long term Community Education instructor - will be allowed to enrol in one non-credit or part-time vocational course per term, at no cost, subject to procedures which will be set from time to time by the Community Education Department at each campus.

- c) Prior to enrolling in credit courses at Malaspina University-College which may conflict with work schedules, employees will require the approval of their administrative supervisor(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.

- d) A current copy of such Fee Exemption procedures relevant to Article 20.04 will be sent to the CUPE Recording Secretary.

## ARTICLE 21 – Special and Other Leave

### 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 within three months of the date of death.

Immediate family is defined as an employee's parent, wife, husband, common-law spouse, child, brother, sister, father-in-law, mother-in-law, grandparents, grandchild, 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 for the following:

- |   |  |
|---|--|
| a) Marriage of the employee   | three days                                       |
| b) Attend wedding of the Employee's child                             | one day  |
| c) Adoption or birth of the Employee's child                          | one day  |
| d) Serious household or domestic emergency                            | one day  |
| e) Moving household furniture and effects                             | maximum of one<br>day per year<br>July 1-June 30 |
| f) Attend the Employee's formal hearing<br>to become Canadian Citizen | one day  |
| g) Attend funeral as pall bearer                                      | one day  |
| h) Attend funeral as mourner  | up to one day per year<br>July 1-June 30         |

### 21.03 Full-Time or Part-Time Union or Public Duties

Employees may submit written requests to the Director of Human Resources for a leave of absence without pay:

- a) For employees to seek election in a Municipal, Provincial or Federal 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 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 part-time leaves may be approved at the Employer's discretion.

### 21.04 Leave for Court Appearances

An employee who is called for Jury Duty or as a witness provided such court action is not initiated by the employee's personal affairs shall continue to receive their regular pay. The employee shall turn over to the University-College any monies received from the Crown on the

days the employee is normally scheduled to work providing this does not exceed the employee's regular pay rate.

#### 21.05 Elections

Any employee eligible to vote in a Federal, Provincial, or Municipal 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.

#### 21.06 General Leave

Employees on general leave shall continue to accrue seniority. Employees on extended leave without pay or unassisted leave are required to notify the University-College of their intention to resume their regular employment at least thirty (30) calendar days in advance of the pre-determined recommencement date.

##### a) Emergency or Unusual Circumstances

Notwithstanding any provision for leave in the Agreement, the Director of Human Resources may grant upon recommendation of the administrative supervisor, leave without pay to any employee requesting such leave for emergency or unusual circumstances.

##### b) External Unassisted Leave

The Director of Human Resources in consultation with the Dean, Director or Campus Principal may approve up to one (1) year of unassisted leave to a regular employee who has a minimum of three (3) years service as a regular employee, if such leave is for education, professional development, skill upgrading, skill diversification, including activities in business, industry, government, or other justified opportunities.

Employees having five (5) years service, or more, as a regular employee will be reinstated to their former position at the conclusion of the leave.

Employees with less than five (5) years service as a regular employee will have their seniority banked for eighteen (18) months following completion of the leave.

##### c) Internal Leave

A regular employee may, with approval of the Director of Human Resources in consultation with the Dean, Director or Campus Principal, after two (2) years of service as a regular employee, be granted a leave to temporarily fill another position at the University-College. Such leave shall not exceed one (1) year. Upon completion of the leave the employee will return to the original position.

Normally three (3) years of employment must elapse between such leaves.

##### d) Non-Conversion

Temporary or Casual employees replacing employees on leaves will not convert to regular status. The University-College will endeavour to replace employees on leave with single replacements for the term of the leave.

e) **Absence Without Pay**

Absences for any other reason, subject to supervisor's approval and subject to operational needs, can be approved up to twenty (20) working days.

## **Article 22 – Maternity Leave**

### **22.01 Maternity Leave**

A pregnant employee will qualify for maternity leave:

- a) Upon request the employee will be granted leave of absence without pay for a period of not more than six (6) months.
- b) The period of maternity leave without pay will be from nine (9) weeks before the expected date of confinement.
- c) The Employer may, upon the request of the employee, defer the commencement of maternity leave.
- d) On return from maternity leave, an employee will be placed in their former position or in a position of equal rank and salary.
- e) If an employee maintains coverage for medical, extended health, dental, and group life while on maternity or adoption leave, the Employer agrees to pay the Employer's share of these premiums. If the employee does not return, the Employer may redeem the employer's share of the premiums.
- f) Incremental progression will be awarded as specified in the Employment Standards Act.
- g) When on maternity or parental leave, an employee shall accrue full vacation entitlement. Vacation pay credits shall not be accrued during the leave.

### **22.02 Adoption Leave**

Employees adopting a pre-school child shall be eligible for all maternity leave benefits set forth in the agreement.

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

An employee who makes application for re-employment prior to the expiration of maternity leave shall retain service credits and seniority rights accumulated prior to maternity leave of absence.

The employee shall be deemed to have resigned on the date upon which leave of absence without pay commenced if an application for re-employment is not made prior to the expiration of the leave.

### **22.04 Extension of Maternity Leave**

Maternity leave shall be extended for up to an additional six (6) months for health reasons where a doctor's certificate is presented.

### **22.05 Sick Leave Credits**

Illness arising due to pregnancy during employment and prior to leave of absence may be charged to normal sick leave credits.

## 22.06 Parental Leave

- a) An employee, on the employee's written request for parental leave, is entitled to a leave of absence from work, without pay, for the period specified in subsection (c).
- b) A request under subsection (a) must:
  - i) be made at least four (4) weeks before the day specified in the request as the day on which the employee proposes to commence parental leave; and
  - ii) be accompanied by:
    - a certificate of a medical practitioner or other evidence stating the date of birth of the child or the probable date of birth of the child if a certificate has not been provided, or
    - a letter from the agency that placed the child providing evidence of the adoption of the child.
- c) The employee is entitled to parental leave for a period of twelve (12) consecutive weeks or a shorter period the employee requests, commencing:
  - i) in the case of a natural mother, immediately following the end of the maternity leave taken under Article 22.01 unless the employer and employee agree otherwise;
  - ii) in the case of a natural father, following the birth of the child and within the 52 week period after the birth date of the newborn child; and
  - iii) in the case of an adopting mother or father, following the adoption of the child and within the 52 week period after the date the adopted child comes into the actual care and custody of the mother or father.
- d) If
  - i) the newborn child or adopted child will be or is at least six (6) months of age at the time the child comes into the actual care and custody of the mother or father, and
  - ii) it is certified by a medical practitioner or the agency that placed the child that an additional period of parental care is required because the child suffers from a physical, psychological or emotional condition,the employee is entitled to further parental leave of absence from work, without pay for a period not exceeding a total of five (5) consecutive weeks as specified in the certificate, commencing immediately following the end of the parental leave taken under subsection (c).

An employee's combined entitlement to a leave of absence from work under this Article shall not exceed a total of thirty-two (32) weeks.

## Article 23 – Occupational Health and Safety

### 23.01 Conditions

The union and the employer agree that regulations made pursuant to any statute of the province of British Columbia pertaining to the working environment shall be fully complied with.

### 23.02 Occupational Health and Safety Committee

- a) The employer and the union agree to establish an Occupational Health and Safety Committee. The composition will be determined locally through management and local union representatives. The committee shall schedule monthly meetings to make recommendations on unsafe, hazardous or dangerous conditions with the aim of preventing and reducing risk of occupational injury and illness. A copy of all minutes of the Occupational Health and Safety Committee shall be sent to the union and the employer.
- b) The Occupational Health and Safety Committee, shall be notified of each accident or injury. The Committee shall investigate, as specified by the Industrial Health & Safety Regulations, and report to the union and employer on the nature and cause of the accident or injury.
- c) An employee who serves on an Occupational Health and Safety Committee shall receive their regular rate of pay for attending meetings of the committee held during working hours or for investigating safety matters at any time at the direction of the Occupational Health and Safety Committee.
- d) The Occupational Health and Safety Committee shall review the subject of video display terminals.
- e) Pursuant to Industrial Health & Safety Regulations, elections shall be held annually to elect the Chairperson and Secretary of the Committee.
- f) The employer shall ensure that committee members are adequately trained.

### 23.03 Occupational First-Aid Requirements

- a) The union and the employer agree that first aid regulations made pursuant to the Workers' Compensation Act shall be fully complied with. Where the employer requires an employee to obtain or renew the employee's survival or occupational first aid certificate, the cost shall be borne by the employer. Employees in designated positions and employees who request to be designated and are approved will be granted time off with pay during normal working hours to renew their certificate.
- b) A premium shall be paid to employees required to possess a certificate under this Article. The amount of the premium shall be:
 

<u>Occupational</u> First Aid Certificate, Level I	40 cents per hour;
<u>Occupational</u> First Aid Certificate, Level II	70 cents per hour;
<u>Occupational</u> First Aid Certificate, Level III	81 cents per hour.

### 23.04 Unsafe Work Conditions

- a) No person shall carry out or cause to be carried out any work process or operate or cause to be operated any tool, appliance or equipment when that person has reasonable cause to believe that to do so would create an undue hazard to the health or safety of any person.
- b) Pursuant to clause (a) a worker who refuses to carry out a work process or operate a tool, appliance or equipment shall forthwith report the circumstances of the unsafe condition to his supervisor or employer.
- c) The supervisor or employer receiving a report made under clause (b) shall forthwith investigate the matter and
  - i) ensure that any unsafe condition is remedied without delay; or

- ii) if in his opinion the report is not valid he shall so inform the person who made the report.
- d) When the procedure under clause (c) does not resolve the matter and a worker continues to refuse to carry out a work process, the supervisor or employer shall investigate the matter in the presence of the worker who made the report and in the presence of:
  - i) a worker representative of the Industrial Health and Safety Committee; or
  - ii) a worker who is selected by a trade union representing the worker; or,
  - iii) when there is no Industrial Health and Safety Committee or the worker is not represented by a trade union, any other reasonably available worker selected by the worker.
- e) When the investigation under clause (d) does not resolve the matter and a worker continues to refuse to carry out a work process or operate a tool, appliance or equipment, both the supervisor, or the employer, and the worker shall forthwith notify an officer of the Board who shall investigate the matter without undue delay and issue whatever orders he deems necessary.
- f) No worker shall be subject to disciplinary action because he has acted in compliance with this regulation or an order made by an officer of the Board.
- g) Temporary assignment to alternative work at no loss in pay to the worker until the matter is clause (a) is resolved shall be deemed not to constitute disciplinary action.
- h) Materials, articles or objects to be manually lifted, carried or moved shall be lifted, carried or moved in such a manner and with such precautions and safeguards, including training, protective clothing, and mechanical aids as will ensure that the process does not endanger the health and safety of any worker.

## **Article 24 – Work Clothes**

### **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.
- b) Female employees who are required to wear uniforms because of the nature of their work will be supplied with uniform pant suits at their request.
- c) Malaspina University-College will require regular, temporary and casual employees, in positions identified by Workers' Compensation Board Regulations, 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 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 \$120.00 upon submission of the receipt.

### **24.02 Maintenance of Clothing**

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

### 24.03 Union Labels

All uniforms and work clothing issued by the Employer to CUPE personnel shall bear a recognized union label. Exceptions will require the mutual agreement of the Union and the Employer. This does not include personal protective equipment such as, but not limited to: safety glasses, goggles, hearing protection, respirators, hard hats and work gloves. However, the Employer will make reasonable efforts to purchase such equipment that is union made and/or Canadian made provided quality, cost and availability are comparable.

## Article 25 – Technological Change

The Employer will discuss proposed technological changes with the Union and will give as much notice as possible to employees affected to give them the opportunity to train to operate the new machinery or seek other employment. No regular or probationary employee shall be displaced because of technological changes without having received one week's notice, pay included, for each year of service, with a minimum of four (4) weeks and a maximum of eight (8) weeks, during which time the employee will be allowed up to five (5) hours a week pay for the purpose of job interviews.

## Article 26 – Joint Job Evaluation Committee

The parties entered into agreement December 17, 1992, 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 male and female employees wherein a person of one sex is paid more than a person of the other sex for similar or substantially similar work.

## Article 27 – Job Classification and Reclassification

### 27.01 Classification

All new positions shall be classified in accordance with the Joint Gender Neutral Job Evaluation Plan.

### 27.02 Change in Classification

All positions to be reclassified shall be reclassified in accordance with the Joint Gender Neutral Job Evaluation Maintenance Agreement.

## Article 28 – Payment of Wages and Allowances

### 28.01 Payment of Wages

Payment of wages will be processed on a biweekly basis and will be directly deposited to the credit of the employee's accounts at a financial institution in Canada of the employees choice.

### 28.02 Equal Pay

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

### 28.03 Rates of Pay

An employee shall be paid in accordance with the rates set out in attached appendices.

#### a) Bus Driver

Premium pay \$1.00 per hour to an employee assigned bus driver duties. However, individuals engaged primarily to drive a bus will be paid the rate determined through the job evaluation plan.

#### b) Leadhand

An employee without supervisory recognition as per the job evaluation plan and who is designated leadhand shall receive an additional \$1.00 per hour on the base rate.

Leadhand status must be designated by the Vice President of Administration & Bursar and will normally recognize the fact that an employee is in charge of three (3) or more additional employees; however, leadhand status may also recognize a responsibility for the direction and coordination of specific work unit activities.

In cases where an employee who has a supervisory assignment for which supervisory points are assigned in Job Evaluation and is temporarily assigned an additional supervisory role (3 employees or more) that employee shall also receive leadhand pay, unless such supervision results in the employee performing the principal duties of a higher paying position, in which case substitution pay pursuant to Article 28.04 applies, if in excess of leadhand rate.

### 28.04 Substitution Pay

When an employee temporarily substitutes in, or performs the principle duties of, a higher paying position at a flat rate of pay, the employee shall receive the rate for the job. When an employee temporarily substitutes in, or performs the principal duties of a higher paying position for which a salary range has been established, the employee shall receive the rate in the salary range which is the next highest rate in the new scale. Substitution pay is not payable when an employee has not been designated by the Employer to substitute, or where an employee's current position normally requires periodic substitution in the higher position as defined in the job description.

a) For an unplanned absence, substitution pay will be paid after five (5) working days, but will not be retroactive.

b) For a planned absence of five (5) or more working days, substitution pay will be paid from the first day.

c) Notwithstanding the above, the employer can designate substitution pay for a shorter duration.

d) For the purpose of this agreement, a general holiday shall be considered a working day.

Where bargaining unit employees temporarily accept non-bargaining unit positions for periods in excess of five (5) working days but less than nine (9) months or longer by mutual agreement between the parties, they shall remain members of the bargaining unit and retain all rights and privileges of this collective agreement with the exception that they shall receive a premium of 15 per cent of the straight time rate and work a self-assigned schedule as per Article 14.01 in consideration for which premium time payments and allowances shall not apply.

#### 28.05 Rate of Pay on Promotion or Reclassification

When an employee is promoted or reclassified to a higher paying position, the employee will receive the rate of pay which is the next highest rate in the new scale.

When an employee is reclassified upward or promoted the date of such change will alter the increment date when this date falls into a different increment period. However, should the increase in salary be less than the value of an increment on the scale from which the employee has moved, the increment date will not change.

#### 28.06 Pay on Temporary Assignment

A regular employee temporarily assigned by the Employer to a position with a rate of pay lower than the employee's regular rate of pay shall maintain the regular rate of pay.

#### 28.07 Mileage and Travel Allowance

Mileage and travel allowances shall be governed by the University-College Board regulations. Information on the current scales for mileage and travel allowances is available through the Vice-President of Administration & Bursar's Office.

#### 28.08 Incremental Progression

Employees will progress from Step 1 to Step 2 of the salary grid as follows:

- a) from the first day of the pay period following twelve (12) months from the date a regular employee commences in a position;
- b) from the first day of the pay period following twelve (12) months from the date a temporary employee commences in a position, if still employed in that position.

#### 28.09 Transportation for Employees

Transportation will be provided to employees who are required to work other than their normal working hours, and who must travel to and/or from their home during the hours between 11:00 p.m. and 6:00 a.m. and when convenient public transportation or other transportation facilities are not available. An employee shall be provided transportation or be reimbursed for the cost of their transportation up to a maximum of thirty (\$30.00) dollars.

#### 28.10 Weather Closure

- a) The term used for personnel required to be at work to perform required services during closures will be "Operational Needs" and may include personnel as assigned by their supervisor in the following units:
  - Physical Plant, including Warehouse, Shipping/Receiving and Courier
  - Payroll

- Computer Centre
- Vehicle Coordinator
- Switchboard Operation.

An individual employee, which includes supervisors in the bargaining unit, may not elect assignment as "required services." Any designations beyond the approved list above would require University-College Executive approval.

- b) Where the University-College specifically requires the services of individuals designated as "Operational Needs" personnel, and those individuals are unable to get to and from the University-College premises due solely to the extreme weather conditions, the University-College will either:
- i) provide or arrange transportation to and from the University-College; or
  - ii) not require attendance at work under the "Operational Needs" designation.
- c) 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 seven (7) hours per day.
- d) The accumulated credits under the Operational Needs clause may be banked for utilization and this utilization will take place by the 31st 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.

## Article 29 – Employee Benefits

### 29.01 Pensions

All regular employees, upon commencement of their employment, shall participate in the Municipal Pension Plan in accordance with the Pension (Municipal) Act.

Temporary and casual employees may elect to participate upon commencement of their employment. If enrolled upon commencement of employment, participation is effective on the date of employment. However, late application and enrolment after initially waiving participation will be effective the first day of the first pay period following receipt by the Human Resources Department of the application to enrol.

### 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.

Should the employee who is the policy holder for benefits be required to pay the Employer's share of premiums as a result of Article 12.01, 29.03, 29.04, 29.05, or for any other reason, and that employee also has a spouse who works for Malaspina University-College, the Employer shall continue paying its share of premiums or the benefits shall be transferred to the other spouse.

#### 1) Medical Services Plan

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 forty (40) hours per biweekly or more [effective June 1, 2000, thirty-five (35) hours biweekly or more];
- iii) Temporary (including temporary probationary) 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 100% of the premiums.

## 2) Maritime Life

Maritime Life is the benefits carrier which provides extended health benefits and dental coverage.

### a) 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:

- i) Regular full-time (including full-time probationary);
- ii) Regular part-time (including part-time probationary) whose hours are forty (40) hours per biweekly or more [effective June 1, 2000, thirty-five (35) hours biweekly or more];
- iii) Temporary (including temporary probationary) whose hours are forty (40) hours per biweekly or more and whose appointment is for at least five (5) months.

EHB will include:

- i) Ceiling \$1,000,000 lifetime [effective June 1, 2000, unlimited lifetime maximum];
- ii) EHB, at 80% reimbursement;
- iii) VisionCare, at 100% reimbursement up to a maximum of \$250 per family member in a 24 month period;
- iv) Emergency Travel Assistance.

Premiums are payable in the month of coverage.

The employer will contribute 90%, employee will contribute 10%. [Effective April 1, 2000, the employer will contribute 100% of the premiums.]

### b) Dental Benefits

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

- i) Regular full-time (including full-time probationary);
- ii) Regular part-time (including part-time probationary) whose hours are forty (40) hours per biweekly or more [effective June 1, 2000, thirty-five (35) hours biweekly or more];
- iii) Temporary (including temporary probationary) 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:

- i) 100% of basic diagnostic, preventative, restorative and periodontic services (Plan A);
- ii) 60% of major restorative services such as crowns, bridges, and dentures ( Plan B);
- iii) 50% of orthodontia for dependent children (Plan C) to a maximum \$2000 per child.

Premiums are payable in the month of coverage; the employer contributes 80%, the employee 20%. [Effective June 1, 2000, the employer will contribute 100% of the premiums.]

c) **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 month's employment provided they are:

- i) Regular or probationary full-time with a minimum of eight (8) months per year;
- ii) Regular or probationary part-time with a minimum of eight (8) months per year and forty (40) hours biweekly [effective June 1, 2000, thirty-five (35) hours biweekly].

Premiums are payable in the month of coverage; the University-College contributes 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.

d) **Long Term Disability Insurance**

Employees are required to join the long term disability insurance program on the first day of the month following one month's employment provided they are:

- i) Regular or probationary full-time with a minimum of eight (8) months per year;
- ii) Regular or probationary part-time with a minimum of eight (8) months per year and forty (40) hours biweekly.

Premiums are payable in the month of coverage; the employee contributes 100% of premiums. [Effective May 1, 2000, the employer contributes 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 10 months.

### 29.04 Coverage While on LTD

The University-College will pay its share of premiums for applicable Health and Welfare benefits for employees on Long Term Disability for the first three months of their LTD coverage. 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 three 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-College upon termination of the leave.

## Article 30 – Job Security

### 30.01 Restrictions on Contracting Out

The Employer agrees not to contract out any work presently performed by employees covered by the Agreement which would result in the laying off of such employees, pursuant to Article 12. Engaging vendors for any work shall not result in the layoff of a regular employee

#### *CA Article 10 Additional Limitation on Contracting Out*

- a) In addition to, and without limiting any provision in a local collective agreement, an institution covered by this Agreement will not contract out any work presently performed by the employees covered by a collective agreement which would result in the layoff of such employees, including a reduction in assigned workload.*
- b) The Employer agrees to provide, upon request of the Union, copies of all 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.*

### 30.02 Transferring of Work

The Employer agrees not to transfer to another bargaining unit or excluded person, any work that is included as a work task in the JJEC position description of any employee(s) covered by this agreement which would directly result in the lay off of such employee(s) (pursuant to Article 12)

### 30.03 Part-Time Student Employees

Wages for part-time student employees shall be at least equal to the terms of this Agreement when the students are performing substantially the same duties as employees covered by this Agreement.

## Article 31 – General Conditions

### 31.01 Campus Patrol Escort

There is an agreement in principle concerning the need for a campus patrol escort in certain circumstances.

### 31.02 Room Booking

The University-College shall permit the Union to use University-College facilities through the normal booking procedures.

### 31.03 Community Facilities

The two parties of this Agreement have an agreement in principle that certain rates and privileges will be made available to employees. The terms of this clause will be determined by the Labour Management Committee.

### 31.04 Consultation Regarding Equipment

The Employer will consider input from employees prior to the selection of equipment for their work station, the design of the work station, and the impact on the immediate work area.

### 31.05 University-College Closures

No employee shall suffer any loss of wages as a result of the employer declaring a temporary closure for reasons other than economic. This guarantee is limited to five (5) days in any calendar year.

## Article 32 – Continuation of Acquired Rights

All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted or proclamation or regulation shall invalidate or materially alter any provision of this Agreement, the entire Agreement shall not be invalidated and the existing rights, privileges and obligations of the parties shall remain in existence. In addition the parties shall negotiate a mutually agreeable provision to be substituted for the provision which has been invalidated or materially altered.

## Article 33 – Copies of Agreement

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 provide every current employee with one (1) copy of the Agreement within thirty (30) days of signing.

The Union shall be provided with twenty (20) large copies of the Agreement within thirty (30) days of signing.

A copy of the Agreement will be made available on the University-College World Wide Web site within 30 days of signing.

New employees will be provided with one (1) copy of the Agreement.

Additional copies of the Agreement will be made available at a cost of \$5.00 each.

## **Article 34 – Term of Agreement**

### **34.01 Term of Agreement**

This Agreement shall be binding and remain in effect from April 1, 1998 to June 30, 2002. If no new agreement is reached by the expiration of this Agreement, it shall remain in effect until a strike or lockout commences, or until a new or renewed agreement is entered into.

### **34.02 Mutually Agreed Changes**

Any changes deemed necessary in this Agreement may be made by mutual agreement at any time during the existence of this Agreement. Such changes shall be subject to the grievance and arbitration procedure.

### **34.03 Retroactivity**

All changes in the new Agreement shall be at date of ratification, May 15, 2000 except for adjustments to the salary rates which will have an effective date of April 1, 2000, adjustments to the benefits which will have effective dates of April 1, 2000 and May 1, 2000.

## Signature Page

In respect of a Memorandum of Agreement dated March 2, 2000, duly signed by the parties:

On behalf of  
**Canadian Union of Public  
Employees, Local 1858**

On behalf of  
**Malaspina University-College  
Board**

\_\_\_\_\_  
(President)

\_\_\_\_\_  
(Chairperson, University-College Board)

\_\_\_\_\_  
(1st Vice President)

\_\_\_\_\_  
(President)

Signed on: \_\_\_\_\_, 2000

Signed on: \_\_\_\_\_, 2000

## Appendix A – Salary Grid

The parties shall be bound by the decisions of the Joint Job Evaluation Committee pursuant to the Maintenance Agreement. A posting rating list as updated by the committee shall be posted on a regular basis.

### CUPE Salary Grid Effective April 1, 2000

Level	Step 1		Step 2	
	Hourly	BiWeekly	Hourly	BiWeekly
1	14.83	1038.10	15.71	1099.70
2	15.50	1085.00	16.39	1147.30
3	16.18	1132.60	17.07	1194.90
4	16.87	1180.90	17.75	1242.50
5	17.54	1227.80	18.43	1290.10
6	18.22	1275.40	19.11	1337.70
7	18.91	1323.70	19.79	1385.30
8	19.58	1370.60	20.47	1432.90
9	20.26	1418.20	21.15	1480.50
10	20.95	1466.50	21.83	1528.10

From CA Article 17 Wages:

- a) *Effective April 1, 2000 the wage schedules of the local collective agreements shall be increased by 2%.*
- c) *Effective April 1, 2001, the wage schedules of the local collective agreements shall be increased by a percentage amount equivalent to any wage and health and welfare benefits percentage increase negotiated between the College, University-College, Institute and Agency Employers and the Faculty/Instructors as part of the Common Agreement for the period April 1, 2001 to March 31, 2002.*
- d) *In the event that the increase as described in c) above does not result in the maximum step of the lowest occupied classification being \$16.00 or greater in any local collective agreement, the wage schedules of the impacted collective agreements shall be adjusted effective April 1, 2001 as follows:*
  - i) *The maximum step of the lowest occupied classification in the wage schedule shall be increased to \$16.00*
  - ii) *The remainder of the steps within the wage schedule, with the exception of the maximum step of the wage schedule, shall be increased to maintain the relationship of the levels within the wage schedule.*

## **Appendix B – Flexible Work Schedule**

### Letter of Agreement Flexible Work Schedule

Application of the flexible work schedule must not produce any additional cost (i.e., overtime, other premium pay, additional manpower 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 days per week, seven hours per day routine. This arrangement concerning general holidays may be waived by the administrative supervisor 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 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 working day period.

The flexible work schedule may be suspended by the administrative supervisor, 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 flexible 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.

## **Appendix C – Violence in the Workplace**

### Letter of Agreement Violence in the Workplace

During the term of this Agreement, the parties agree to develop and implement, through joint Occupational Health and Safety Committee consultation, with the assistance of the University-College Occupational Health and Safety Coordinator, policies and procedures regarding violence in the workplace. Such policies and procedures shall be consistent with the provisions of the Industrial Health and Safety Regulations.

## Appendix D – CUPE Layoff Procedures

### CUPE Layoff Procedures (Exempting Seasonal Employees)

#### General Policy Statement

Layoff notices will be given to all employees whose positions have been terminated or assigned hours reduced as a result of budgetary decisions other than seasonal layoffs.

The layoff notices will outline options as outlined below:

1. Acceptance of reduced assignment if applicable, or
2. Exercise of seniority rights, or
3. Accept layoff and remain eligible for recall for a period of eighteen (18) months, or
4. Severance with pay out of sick leave if eligible (Article 19.06), vacation pay out, and pension refund if requested and permitted. If this option is selected, the employee will lose all seniority rights.

#### Bumping

In order to allow employees the opportunity to utilize their abilities in the same category, individuals who are to be laid off may utilize their seniority and would bump the least senior employee within their category or any lower category, competency considered. If more than one employee is bumping into a classification, the senior employee will be given a choice of positions vacated.

Note: Employees are entitled to protect their current hours per week/month per year, therefore, they have the option to decline positions with assignments more or less hours per week/months per year than their current one.

Employees who lose a position as a result of bumping and for which no appropriate position exists in their category would then exercise seniority as outlined in Paragraph 1 above.

No “bumping up” will be permitted, except as allowed in 12.01 (f); that is, no increase in the hourly rate beyond the maximum in the current category assignment.

An employee may propose to the Committee that he/she bump into any less senior position within their category or a lower category for which he/she is qualified, regardless of the hours per week or months per year.

The Committee will meet with the employees to determine the relevance of their qualifications and experience for the position(s) they have identified.

The Committee will also review appropriate reassignments and may propose other options to discuss at the time of the interview. Based on the review of the positions and qualifications, the Committee will make its decision.

#### Trial Period

All employees who transfer as a result of the bumping procedures will be required to serve a trial period of two months. In the event a transferred employee proves unsatisfactory during the trial period or if the employee is unable to perform the duties of the new position or if he/she fails to meet the required standards for the position, one additional “bumping” from that current position will be processed consistent with the procedures outlined above. Should that transfer be unsuccessful, the employee will be laid off and options (3) and (4) above made available.

### Non-Acceptance of a Position

If an employee rejects a position offered as a result of the bumping procedure, the employee has three options:

- a) Appeal to the Joint Layoff Committee of two union and two management representatives presenting rationale for the unsuitability (geographic location, excessive physical demands, preferences and other concerns) of the position. This committee will be a sub-committee of the CUPE Labour/Management Committee. If the committee unanimously concurs, other alternatives will be considered, or
- b) Accept layoff and remain eligible for recall, or
- c) Severance with pay out of sick leave, if eligible (Article 19.06), vacation pay out, and pension refund if requested and permitted. If this option is selected, the employee will lose all seniority rights.

### Severance Payments

Persons who have selected and are eligible for severance payment of vacation and/or sick leave, will receive severance payments promptly at termination of the notice period.

Information regarding your pension will be forwarded to your home address, four to eight weeks after notification of termination from the plan is received by the Superannuation Commission.

### Effective Date

The implementation date for all transfers will normally be within one (1) month unless an earlier date is mutually agreeable to the current and future supervisor.

Persons who are currently on seasonal lay off whose position is redundant or who are bumped, will be required to exercise seniority rights at this time.

### Salary on Transfer

Where a demotion occurs, the salary will be adjusted to align to the grid of the lower classification. Placement on the lower salary structure will be at the step immediately higher than the current rate unless at maximum.

### Layoff and Bumping Procedures

#### Stage 1

Those employees who are in receipt of layoff notice will advise the Director of Human Resources, in writing, within five (5) working days of the option chosen. “At the request of the employee, the period shall be extended to ten (10) days.” (Article 12.01 (f)).

### Stage 2

Upon receipt of the responses, the University-College will initiate the appropriate action within three (3) working days.

### Stage 3

Employees, in order of category and seniority, will meet with the joint committee. They will be advised of the position which has been proposed as their reassignment. At that time, if the position is deemed unsuitable by the employee, they may request the committee reconsider the assignment. If the committee unanimously concurs, an alternative assignment will be made if any such opportunities exist.

### Stage 4

The University-College will confirm the transfer in writing within a further three (3) working days.

### Stage 5

Layoff notices for individuals bumped from their positions and not reassigned will be issued immediately with the option of:

- a) Layoff with recall rights; or
- b) Severance with pay out of sick leave if eligible (Article 19.06), vacation pay out, and a pension refund if eligible and requested. If this option is selected, the employee will lose all seniority rights.

The employee shall advise the Director of Human Resources of his/her option, in writing, within five (5) working days.

### Recall

1. Should the position previously occupied on an ongoing basis by the laid off person be reinstated during the recall period, the individual will be recalled without competition or a trial period.
2. All regular and temporary vacancies will be posted and may be accessed via the Internet through the web server (<http://www.mala.bc.ca>) or on the 24 hour telephone JOBLINE at (250) 741-2562. Employees unable to access the postings by the aforementioned methods will, upon request, be mailed copies of postings. It is the responsibility of the employee to ensure the Human Resources Department is notified of the current mailing address. Individuals on layoff must apply for and compete for any competition.
3. "Recalled" status applies only when a laid off employee is appointed to an approved ongoing position on the Human Resources Report.
4. A recalled employee (except as in 1. above) has a two (2) month trial period per Article 13.05:  
"The successful applicant shall be placed on trial for a period of two (2) months, subject to further two (2) month extension by mutual agreement between the supervisor and the employee. Any further extension will require the mutual agreement of the Union and the Employer."
5. Casual or temporary assignments do not constitute recall and do not entail a requirement for 20 day layoff notice nor the exercise of seniority rights.

**Note:**

If an employee transferred as a result of this exercise occupies a position which is subsequently declared redundant (within six months of the effective date of such transfer), that employee may bump into a position at the category level (or lower) occupied prior to the exercise, to a position which requires qualifications possessed by the employee experiencing the second layoff.

Competency considered, the decision will be at the discretion of the Joint Committee and requires unanimous concurrence.

September 26, 1984

Agreed to by Malaspina University-College and CUPE 1858

Updated December 22, 1995

Updated Negotiations Fall, 1996

## **Appendix E – Annual Cyclical Review**

Letter of Agreement  
Annual Cyclical Review

The parties agree to waive the requirement for the annual cyclical review as set out in the Joint Job Evaluation Plan, as per the October 20, 1992 document and waive the requirement for joint interview under 5.2 (b) of the Plan, with the JJE Committee. Interviews will be conducted, in those instances where the Committee determines the changes to be significant based on a written submission.

January 28, 1997

## Appendix F – Janitorial and Security Contracts

### Letter of Agreement Janitorial and Security Contracts

Within thirty (30) days of the date of ratification by the parties, the Union will be given contract details for the current janitorial and security contracts at the Nanaimo campus.

Within ninety (90) days of receipt of this documentation, the Union may make a proposal to the University-College on how these services may be brought into the University-College upon the expiry of the existing contracts.

The University-College agrees to seriously consider any such proposal provided the cost of the proposal, as well as the service levels and quality, is comparable to the existing contract. All elements of the proposal are to be subject to the provisions of the collective agreement.

Each proposal must address the cost of: uniforms, protective clothing, supplies and equipment acquisition and maintenance.

Specialty services, such as the cleaning of carpets and exterior windows, are not included in the janitorial contract.

It is agreed that if such a proposal is acceptable to the University-College, this submission will be deemed to have met the pre-qualification requirements. Accordingly, the parties will cooperate to plan implementation of in-house delivery of the janitorial and/or security services on a two (2) year pilot project basis upon the expiry of the existing contract(s). It is agreed that those positions created and identified as support staff will have temporary status only during the term of the project.

Nine (9) months prior to the conclusion of the two (2) year pilot, the parties will meet to review the experience and consider the service levels, quality and cost factors. No later than six (6) months prior to the expiry of the pilot project, the University College will make a determination concerning the success of the pilot project. A positive experience, based on those factors, will result in a continuation of the provision of in-house service. Required support staff positions will be regularized at that time.

May 15, 2000

## **Appendix G – Review of Overtime Utilization**

### Letter of Agreement Review of Overtime Utilization

The Director of Human Resources will review CUPE overtime statistics twice annually and report to the Labour Management Committee.

The Committee will examine the report and, where the overtime appears excessive, will make recommendations as required to the employee and the supervisor in consideration of Article 16.09, the efficient use of financial resources and ways to effect a reduction in overtime utilization.

May 15, 2000