

**2019-2022
Collective Agreement**

between

**The Emily Carr University
of Art + Design**

and

**CUPE Local 15
Vancouver Municipal Education
and Community Workers**

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THIS AGREEMENT IS BETWEEN THE EMILY CARR UNIVERSITY OF ART + DESIGN ("the University") AND CUPE LOCAL 15, VANCOUVER MUNICIPAL EDUCATION AND COMMUNITY WORKERS ("the Union").

1.0 Term of Agreement

- 1.1 This Agreement will be for a term of **thirty-six (36) months from 1 April 2019 to 31 March 2022**, both dates inclusive.
- 1.2 The Agreement, including all Schedules, Appendices, Letters of Agreement or other attachments will continue in full force and effect, following the expiry date, until:
- the Union commences a lawful strike; or
 - the University commences a lawful lockout; or
 - the Union and the University enter a new or amended Agreement.
- 1.3 The application of Sections 50 (2) and (3) of the *Labour Relations Code* is excluded from this Agreement.

2.0 Definitions and Coverage for Employee Benefits

2.1 Definitions

- 2.1.1 "University" means the Board of Governors of the Emily Carr University of Art + Design.
- 2.1.2 "University President" means the appointed Chief Executive Officer of the Emily Carr University of Art + Design.
- 2.1.3 "Union" means CUPE Local 15, Vancouver Municipal Education and Community Workers.

2.2 Permanent Employee

A permanent employee is one who has been appointed to permanent staff by the University following the successful completion of the probationary period as provided for in Clause 2.3. A permanent employee is entitled to all employee benefits provided by this Agreement.

2.3 Probationary Employee

- 2.3.1 A probationary employee is one who is engaged for a probationary period of six (6) working months to determine competence and suitability for a permanent position. The probation period may be extended by mutual agreement. Requests for extensions will not be unreasonably denied. A probationary employee will not be placed on permanent staff until the appointment is approved by the University.
- 2.3.2 The employment of a probationary employee can be terminated at any time during the probationary period without notice, subject to the grievance procedure.
- 2.3.3 A probationary employee is entitled immediately upon being hired to the following employee benefits, as provided for in the appropriate clauses:
- Annual Vacations (Clause 10.1 and 2.4.17)
 - General Holidays (Clause 10.3)
 - Health Insurance (Clause 10.8)

2.4 Temporary Employees and Positions

- 2.4.1 A temporary position is a position which is expected to last for a specified term exceeding three (3) continuous months. Temporary positions may be extended, subject to other provisions in this Agreement.
- 2.4.2 Mutual agreement of the Union and the University is required for the creation of all temporary positions which will exceed one (1) year except those created due to a leave allowed by this Agreement.
- 2.4.3 An employee hired to a temporary position will be referred to in this Agreement as a temporary employee.
- 2.4.4 The first 850 hours of service as a temporary employee will be considered a probationary period **in which the University shall determine competence and suitability for ongoing employment.** The employee's status will remain temporary upon completion of this period. **The probation period may be extended by mutual agreement. Requests for extensions will not be unreasonably denied.**
- 2.4.5 **The employment of a temporary employee can be terminated at any time during the probationary period, subject to the grievance procedure.**
- 2.4.6 A temporary employee who has completed the probationary period and who is appointed on a permanent basis to the same position will not have to serve another probationary period.
- 2.4.7 A temporary employee who has not completed the probationary period and who is appointed on a permanent basis to the same position without a break in service will have the probationary period reduced by the number of hours worked.
- 2.4.8 A temporary employee who has completed a probationary period and who is appointed on a permanent basis to a different position will be required to complete a three (3) month trial period in the new position (see Clause 17.3 Promotion or Transfer). If the appointment is not confirmed, reversion to previous work will depend on such work being available.
- 2.4.9 A temporary employee, upon appointment to permanent staff, will be placed on the seniority list with an adjusted start date based on full-time equivalent service in the bargaining unit (see also Clauses 14.2 and 14.3).
- 2.4.10 A temporary position which has lasted twelve (12) months and is expected to continue will be made permanent and be posted.
- 2.4.11 A temporary employee who has completed 850 hours of service will be entitled to twelve percent (12%) of gross salary in lieu of benefits including:
- Deferred Savings, Clause 10.7
 - Health Insurance, Clause 10.8
 - Group Life Insurance, Clause 10.10
 - Gratuity Plan, Clause 10.12
 - Dental Plan, Clause 10.13
- 2.4.12 A temporary employee who has:
- completed one (1) continuous year of service averaging twenty-one (21) hours per

week or more over the year; and

- who is continuing in a position averaging twenty-one (21) hours per week or more, will have the option of continuing to receive twelve percent (12%) of gross salary in lieu of benefits or of receiving the benefits listed in clause 2.4.11. Temporary employees will only be entitled to single coverage for health insurance (excluding optical) and the dental plan (plan A only). Temporary employees will be entitled to the gratuity plan only for full quarters worked. The election to receive benefit coverage must be made during the twelfth (12th) month of employment and may not be revoked thereafter.

2.4.13 Temporary employees who are appointed to positions of one (1) continuous year or more will be entitled to participate in Clause 8.2, Flex Time, for periods of complete continuous years only.

2.4.14 A temporary employee who has completed 850 hours will receive an increment step increase.

2.4.15 Temporary employees will receive additional increment increases on the completion of each additional 1700 hours of service or one (1) additional year, whichever is greater, until they reach the top step.

2.4.16 Temporary employees appointed to permanent positions who are at step two (2) or higher will have their next increment date based on a year from the date they were made permanent, less an adjustment to recognise the hours worked as temporary employees.

Example:
$$\frac{\text{hours since last increment} \times 52 \text{ weeks}}{1700 \text{ hours}} = \text{adjustment in weeks}$$

2.4.17 For temporary employees, 1700 hours of service will equal one (1) year of service for vacation entitlement (see Clause 10.1, Annual Vacation). Vacation pay will be calculated on the basis of seven (7) hours of vacation entitlement equals four tenths of one percent (0.4%) of salary. Temporary employees who are appointed to permanent positions will be placed on the vacation entitlement scale in Clause 10.1.1 in the year crediting one year's service for each 1700 hours of continuous service.

2.4.18 At the time of employment and annually after that, temporary employees, excluding those in a term assignment, can elect to either receive vacation pay as calculated above or paid vacation time. Employees who elect paid vacation time and who are unable to schedule such vacation prior to the expiry of their appointment will be entitled to receive vacation pay on their final pay cheques.

2.4.19 Temporary employees will be entitled to the Christmas Break (Clause 10.2) provided they are scheduled to work up to the break. The break will be pro-rated by straight time earned in the calendar year divided by 1785.

2.4.20 Temporary employees will be paid for all general holidays that fall within their assignments.

2.4.21 Temporary employees will be credited with ten (10) days sick leave after the completion of each 850 hours of service. Sick leave may be accumulated to a maximum of 261 days. Temporary employees are not entitled to the sick leave provisions in Clause 10.5, Sick Leave.

2.4.22 For the purposes of sick leave, a day is a day, even if less than seven (7) hours and

paid only for the days an employee is scheduled to work.

- 2.4.23 Temporary employees may be advanced up to five (5) days of sick leave but if they cease employment before earning it back, the advance will be deducted from their final pay.
- 2.4.24 Any accrued sick leave at the conclusion of a temporary appointment may not be carried over to another temporary appointment, if there is a break in service.
- 2.4.25 Temporary employees will be entitled to Emily Carr courses (Clause 15.4).
- 2.4.26 Temporary employees are entitled to a minimum of two (2) weeks' notice if they are laid off from their position prior to the prescheduled end, including any extensions. Temporary employees filling positions of uncertain duration, such as sick leave replacements, will not be entitled to layoff notice when the regular incumbents return.
- 2.4.27 Temporary employees who have completed one (1) continuous year of service will be entitled to the provisions of Clause 13.3, Severance Pay, if they are laid off from their position prior to the prescheduled end, including any extensions. Temporary employees hired for a position of uncertain length such as sick leave replacement will not be entitled to severance pay.
- 2.4.28 A temporary employee who has completed the 850 hour probationary period and is a current employee of the University will have preference over outside applicants for vacancies, but permanent employees will have preference over them.

2.5 Casual Employees and Positions

- 2.5.1 An employee hired on an on-call basis or hired in a position expected to last three (3) months or less will be referred to in this Agreement as a casual employee.
- 2.5.2 Casual employees who have completed 850 hours of service will receive twelve percent (12%) of gross salary in lieu of benefits including:
 - Sick Leave, Clause 10.5
 - Deferred Savings, Clause 10.7
 - Health Insurance, Clause 10.8
 - Group Life Insurance, Clause 10.10
 - Gratuity Plan, Clause 10.12
 - Dental Plan, Clause 10.13
- 2.5.3 A casual employee who has completed 850 hours of service will receive an increment increase.
- 2.5.4 Casual employees will receive additional increment increases on completion of each additional 1700 hours of service or additional one (1) year, whichever is greater, until they reach the top step.
- 2.5.5 Casual employees appointed to permanent positions who are at step 2 or higher will have their next increment date based on a year from the date they were made permanent, less an adjustment to recognize the hours worked as casual employees.

Example: $\frac{\text{hours since last increment} \times 52 \text{ weeks}}{1700 \text{ hours}} = \text{adjustment in weeks}$

- 2.5.6. Casual employees will receive vacation pay on each pay cheque. Vacation pay will be calculated on the basis of seven (7) hours of vacation entitlement equals four-tenths of one percent (0.4%) of salary (see Clause 10.1, Annual Vacation).
- 2.5.7 Casual employees are not entitled to any pay related to the Christmas Break, Clause 10.2.
- 2.5.8 Casual employees will be paid four and four-tenths percent (4.4%) of gross pay in lieu of paid general holidays, Clause 10.3.
- 2.5.9 Casual employees will be covered by the provisions of Clause 17.5, Rehiring, if called back for additional casual work or if appointed to temporary positions.
- 2.5.10 Casual employees who work for more than three (3) continuous months will automatically become temporary employees and will be covered by Clause 2.4, Temporary Employees and Positions.

2.6 Creation of Permanent Part-Time or Term Positions

- 2.6.1 The University will advise the Union when a new permanent part-time or term position is created.
- 2.6.2 The University will provide the Union with specific information outlining the considerations made in the establishment of the new position being less than full-time or twelve (12) months.
- 2.6.3 Should the University contemplate changing a vacated twelve month (12) month position to term, the University will consult with the Union and employees in the affected department prior to making the change.
- 2.6.4 Term positions will be used as a preferred alternative to ongoing temporary positions.

2.7 Permanent Part-Time Employees and Positions

- 2.7.1 With the agreement of the employee, the University may permanently increase the hours of a position.
- 2.7.2 If a position is permanently increased by more than twenty-five percent (25%) or to full-time, and the incumbent has less than two years seniority, the position will be reposted to allow senior employees to apply.
- 2.7.3 Annual Vacation Entitlement (Clause 10.1), Sick Leave (Clause 10.5), Gratuity accrual (Clause 10.12) and Christmas Break (Clause 10.2) will be pro-rated according to the regular hours of work divided by 1820 hours. Regular hours of work means all scheduled hours of work, excluding overtime, plus all paid leave.
- 2.7.4 Permanent part-time employees will not be enrolled in the Municipal Pension Plan prior to completing two (2) years of continuous employment and having earned at least 35 percent (35%) of Canada Pension Plan's Year's Maximum Pensionable Earnings (YMPE) in each of two consecutive calendar years.
- 2.7.5 Permanent Part-time employees regularly working less than forty percent (40%) of full-time **and Part-time Term employees working less than forty percent (40%) of the work term as outlined in 2.8.2** are not eligible for benefit coverage. Such employees will receive twelve percent (12%) of gross salary in lieu of benefits which shall include:

- Sick Leave, Clause 10.5
- Deferred Savings, Clause 10.7
- Health Insurance, Clause, 10.8
- Group Life Insurance, Clause 10.10
- Gratuity Plan, Clause 10.12
- Dental Plan, Clause 10.13

2.7.6 When a holiday under Clause 10.3, General Holidays, falls on a day employees would otherwise work, they will be paid for their regular hours for that day. If a general holiday falls on a day when they would not otherwise work, they will be paid on a pro-rated basis of full-time equivalent hours.

2.8 Permanent Term Employees and Positions

2.8.1 Where a Term position is established on a part-time basis, the same rules applicable to changes in a permanent part-time employee's hours will apply (see Clauses 2.7.1 and 2.7.2).

2.8.2 Term employees and positions will normally be scheduled **as follows**:

- **From mid-August to the end of semester in December**
- **From beginning of January to end of May**
- additional days immediately prior to or immediately following, **the normal schedule, as** may be added with agreement of the employees. The University will endeavour to notify affected employees of such extension **with a minimum of 30 days notice.**
- **Term positions non-essential to the annual student exhibitions may have a shorter term length in spring, which shall end no earlier than the end of term in April, and will be notified with a minimum of 60 days notice of the change.**

2.8.3 Term employees will be considered to be temporarily laid-off during the designated break periods as specified in their appointment letters without bumping or severance pay rights. If term employees are not returned to work at the end of the prescribed break periods, they may exercise full rights under Clause 13.0, Layoff, Recall and Severance Pay, and any related Clauses.

2.8.4 During the normal layoff period Term employees will continue to be covered by all provisions of the Agreement but will not receive salary or paid leave.

2.8.5 During the normal layoff period Term employees will be eligible to participate in all University benefit plans. Arrangements may be made to deduct amounts from their salary during the working period sufficient to cover their normal share of benefit premiums over the layoff period.

2.8.6 If the break period from the end of **May to mid-August** is extended, Term employees may continue to be covered by all benefits provided they pay the full cost of the premiums.

2.8.7 Subject to Clause 2.8.8, Term employees are entitled to all general holidays with pay (Clause 10.3) that fall between 1 September and 30 April. They will be paid four and four-tenths percent (4.4%) of gross pay in lieu of paid general holidays for time paid between 1 May and 31 August.

2.8.8 Part-time and part-time Term employees will be paid for general holidays during their term as provided for in Clause 2.7.6.

- 2.8.9 Annual Vacation entitlement (Clause 10.1), and Sick Leave (Clause 10.5) will be pro-rated for Term employees according to their regular hours of work during the year divided by 1820 hours. Gratuity credits will be accumulated for full quarters worked during the following periods:
- 1 January through 31 March
 - 1 June through 31 August
 - 1 October through 31 December
- If a Term employee is not absent through illness during the months of April, May and September, they will receive an additional gratuity credit.
- Regular hours of work means all scheduled hours of work, excluding overtime, plus all paid leave.
- 2.8.10 Christmas Break (Clause 10.2) will be pro-rated for Term employees according to the percentage of full-time weekly hours they regularly work.
- 2.8.11 Each year of term employment will count as one (1) year for the purpose of increments, seniority and vacation entitlement.
- 2.8.12 Term employees will elect at the beginning of the term to take their vacation entitlement:
- as additional money on each pay cheque; or
 - as a lump sum payment on an agreed date; or
 - as paid leave, subject to the operational requirements of the University and provided the employees do not have to be replaced.
- 2.8.13 Term employees who elect paid vacation time and are unable to schedule the vacation before the end of their term, can elect to be paid for the vacation at the end of the term or to carry the vacation over for the remainder of the calendar year. If they are unable to schedule the vacation before the end of the calendar year, they will be paid for it.
- 2.8.14 Term employees will not participate in the Flex Time Plan, Clause 8.2.
- 2.8.15 Term employees will be eligible to participate in the Municipal Pension Plan in accordance with Plan regulations.
- 2.8.16 The University may change a Term position to a twelve (12) month position provided that:
- If the incumbent has less than two years seniority the position is reposted for application by senior employees; and
 - a minimum of three (3) months' notice of the change is given to the incumbent.
 - **If agreeable to all parties, the three (3) month notice may be waived or reduced, by written request to the Union from the incumbent.**
- 2.8.17 The University may only change an employee from a twelve (12) month assignment to term with the agreement of the incumbent, in consultation with the Union, and provided that a minimum of three months' notice of the change is given.
- 2.8.18 Term employees may qualify to receive Employment Insurance Benefits during their periods of layoff, subject to Employment Insurance Regulations.

2.9 Access to Additional Casual Work for Permanent Employees

- 2.9.1 Except as provided for in Clause **20.13**, Early Return from Leave, the University will contact in order of seniority, permanent part-time or term employees who have notified the Human Resources Department in writing of their interest in casual work, to offer additional casual work for which they are qualified provided there is no requirement for the University to change shift schedules. A list of qualified and interested employees will be maintained by the Human Resources Department.
- 2.9.2 Employees interested in additional work must inform the Human Resources Department in writing of the times they are available and their current address, telephone number and email address, if applicable.
- 2.9.3 It is in the employee's best interest to inform the Human Resources Department in writing of improved qualifications. An assessment of qualifications for the purposes of casual work assignment will be made on the basis of most recent information on the personnel file.
- 2.9.4 If suitable casual work becomes available, the Human Resources Department or designate will contact, from the list of interested and available employees, the permanent employee in accordance within the following timelines for contact and response:
- if the casual work is to commence within two (2) weeks, contact will be by telephone. If an employee cannot be contacted the University will move to the next name on the list;
 - if the casual work is to commence between two (2) and four (4) weeks' time, contact will be by telephone or email. If an employee cannot be contacted or does not respond within forty-eight (48) hours, the University will move to the next name on the list;
 - if the casual work is to commence in over four (4) weeks time, contact will be by telephone and email or mail. If an employee cannot be contacted or does not respond within seven (7) days, the University will move to the next name on the list.
- 2.9.5 Additional hours, beyond employees' normal schedules, will not be considered overtime, unless their daily hours exceed seven (7), their weekly hours exceed thirty-five (35) or they work in excess of five (5) days in a week.
- 2.9.6 Employees who work additional hours in the same classification that they regularly work will be paid their regular hourly rate for all hours worked plus four and four-tenths percent (4.4%) in lieu of general holidays, and vacation pay based on their length of service. They will also receive deferred savings (Clause 10.7) and gratuity plan (Clause 10.12) for their additional hours.
- 2.9.7 Employees who work additional hours in a different classification than they regularly work will be paid the hourly rate for that classification plus deferred savings (Clause 10.7), and four and four-tenths percent (4.4%) in lieu of general holidays. Step placement on the scale and vacation pay shall be according to the employees length of service with the University.

3.0 Rights of Management

Any rights of Management which are not specifically mentioned in this Agreement and are not contrary to its intention will continue in full force and effect for the duration of this Agreement. The exercise of management rights will be fair, reasonable, and without discrimination.

4.0 Union Security

4.1 Union Membership

Employees who are now members of the Union will remain members as a condition of employment. New employees will apply for membership in the Union within thirty (30) days of employment and will maintain their membership as a condition of employment.

4.2 Union Insignia

4.2.1 A Union member will have the right to wear or display the recognized insignia of the Union. The Union agrees to furnish to the University President a Union shop card (when available) for each of the University's places of operation covered by this Agreement, to be displayed on the premises. The card will remain the property of the Union.

4.2.2 The recognized insignia of the Union will include the designation "signatory initials/CUPE 15, VMECW". This designation will, at the member's option, be placed below the signatory initials on typewritten correspondence.

4.3 Picket Lines

4.3.1 Employees will not be disciplined by the University for respecting a legal picket line established by a Labour Union or Association. Where employees refuse to cross a picket line at their normal place of duty, they will be considered absent without pay.

4.4 Checkoff

4.4.1 In accordance with the provisions of Section 16 of the *Labour Relations Code*, the University will deduct from the wages of any employee covered by this Agreement, Union dues and assessments levied in accordance with the bylaws of the Union. For new employees, these deductions will commence on their first day of employment.

4.4.2 Employees will complete an authorization form allowing the deduction of dues from their wages.

4.5 Union Leave

4.5.1 Except as otherwise provided for in this Agreement, Union business will not be conducted on University time.

4.5.2 Permission will be granted for up to four (4) members of the Bargaining Committee of the Union to leave their employment temporarily for the purpose of collective bargaining with the University. This leave will be without loss of pay for three (3) members, and the fourth, if required, will be subject to the payback system.

4.5.3 The payback system will be applied to preparation time for collective bargaining.

- 4.5.4 A grievor and a shop steward will be entitled to up to one (1) hour without loss of pay to prepare for Step 1 grievance meetings. Scheduling of this time will be arranged with the appropriate supervisors, who will take into consideration the needs of the departments.
- 4.5.5 A grievor will be entitled to attend meetings at any step of the grievance procedure (Clause 6.0), including arbitration hearings, without loss of pay. Except as provided for in Clause 4.5.4, the payback system will apply to preparation meetings between the grievor and the Union on University time.
- 4.5.6 A shop steward directly involved will be entitled to attend meetings at any step of the grievance procedure, including arbitration hearings. Except as provided for in Clause 4.5.4, attendance at any meetings outside of Steps 1 and 2 of the grievance procedure will be subject to the payback system, unless the attendance is required by the University.
- 4.5.7 Time off without pay will be granted to official representatives of the Union when it becomes necessary to transact business in connection with matters affecting members of the Union. The Union shall give as much notice as possible to the University of the request for leave of absence in order to minimize disruption to the operations. Such requests will not be unreasonably denied.
- 4.5.8 Every reasonable effort will be made to accommodate Union leave for other bargaining unit members, upon request by the Union to the University President.
- 4.5.9 When employees are on Union leave without pay and the payback system applies, the employees concerned will continue to receive their normal pay and benefits, and the Union will reimburse the University for their wages.
- 4.5.10 Employees elected to full-time Union office will, upon two (2) months advance application in writing to the University President, be granted leave of absence without pay and will continue to accumulate service for vacation entitlement and seniority and any other benefit related to length of service. Employees should apply for this leave in advance of actually being elected to provide the greatest possible notice if elected.

4.6 Union Activity

There will be no discrimination against any employee because of membership or activity in the Union or for the exercise of rights, privileges and benefits provided by this Agreement.

4.7 Shop Stewards

- 4.7.1 Where operational requirements permit, a shop steward will be given reasonable time off with pay to acquaint each new employee with the benefits and obligations of Union membership.
- 4.7.2 The Union will notify the University of its list of University shop stewards and will advise the University of any change to that list.
- 4.7.3 The University will make available private space to accommodate meetings between a Union representative and individual members.
- 4.7.4 The University agrees to make reasonable efforts to provide office space to the Union. Where providing space is feasible, the space will be at no cost to the Union. The Union acknowledges that delivery of University educational programs has priority for available

space.

4.8 Membership Information

If the Union writes to the University requesting membership data information, the University will provide to the Union all of the information that is available from the University's records and will establish a system for updating and maintaining that information at intervals that are consistent with the University's system.

4.9 Financial Information

Upon request, the University will provide the Union with all financial information required to be made available under applicable legislation.

5.0 Joint Consultation Committee

5.0.1 A Joint Consultation Committee will be established to consult about issues relating to the workplace that affect the Parties or any employee bound by this Agreement.

5.0.2 The Joint Consultation Committee shall consist of up to three (3) Union representatives (including the Staff Representative or designate) and up three (3) representatives from the University.

5.0.3 The Consultation Committee will meet quarterly and at the request of either Party. The agenda will be prepared at least one (1) week in advance of each meeting.

5.0.4 The purpose of the Consultation Committee is to promote the cooperative resolution of workplace issues, to respond and adapt to changes in the economy, to foster the development of work-related skills and to promote workplace productivity.

5.0.5 The Committee will not deal with violations of the Agreement which will be dealt with through the grievance procedure (Clause 6.0).

5.0.6 When necessary and subject to the provisions of Section 54 of the *Labour Relations Code*, the Committee will attempt to develop an adjustment plan (see Schedule F). If the provisions of Section 54 of the *Labour Relations Code* are amended, the Agreement will be amended accordingly.

5.0.7 The Parties may jointly apply to the associate chair of the Mediation Division of the *Labour Relations Board* to appoint a facilitator to the committee to assist in developing a more cooperative relationship between the Parties.

6.0 Grievance and Arbitration Procedure

6.1 Grievance Procedure

6.1.1 The grievance procedure is designed to deal with the substantive issues of a grievance on a timely basis.

6.1.2 Any differences concerning the dismissal, discipline or suspension of an employee or the interpretation, application, or operation of this Agreement, or any alleged violation of this Agreement, or any questions as to whether any matter is arbitrable, will be handled without undue delay, or stoppage of work in the following manner.

6.2 Step 1

- 6.2.1 Initiation of a grievance will be in writing and forwarded to the Associate Vice-President, Human Resources and to the Union indicating the nature of the grievance. An attempt to settle the difference will be made by the grievors involved and/or a shop steward or other Union Representative and the Associate Vice-President, Human Resources or designate, alone or with any other chosen person.
- 6.2.2 The grievance will be initiated within fifteen (15) working days from the event giving rise to the grievance or within fifteen (15) working days of the date when the grievors became aware of the incident.
- 6.2.3 The grievance meeting will occur within ten (10) working days of receipt of the grievance.
- 6.2.4 A response will be made in writing within ten (10) working days of the meeting to the grievors, Union Representative and shop steward if involved.

6.3 Step 2

- 6.3.1 If the dispute is not resolved at Step 1, the Party responsible for initiating the grievance has ten (10) working days from receiving the decision at Step 1 to advance the grievance. Notice of advancement must be in writing and forwarded to the Associate Vice-President, Human Resources and to the Union.
- 6.3.2 Within ten (10) working days of receiving the request to proceed to Step 2, the Vice President Finance and Administrative Services, alone or with any other chosen person, and a Union Representative, along with the grievor and one (1) shop steward, if involved, will meet to attempt to resolve the dispute.
- 6.3.3 The University will provide a written reply to the grievance within ten (10) working days of the Step 2 meeting.

6.4 Step 3 - Investigator

- 6.4.1 At the option of either Party Step 3 may be bypassed.
- 6.4.2 Should no settlement have occurred at Step 2 the grievance may be referred to a single "Investigator" within twenty (20) working days from the receipt of the Step 2 response. Notice of referral must be in writing to the University President and the Union.
- 6.4.3 The Investigator will be agreed to by the Parties.
- 6.4.4 The Investigator will:
- investigate the difference;
 - define the issue in the difference; and
 - make written recommendations to resolve the difference within thirty (30) days of receipt of the request.
- 6.4.5 The time involved in the Investigation step will not be counted with respect to Clause 6.6, Time Limits.
- 6.4.6 Each Party will pay its own expenses and one-half (1/2) the compensation and

expenses of the Investigator.

6.4.7 The Parties may agree, in advance, that the Investigator's decision will be binding, as in an arbitration. The decision will be made prior to the investigation commencing.

6.4.8 If either Party intends to be represented by legal counsel at any hearing or other meeting held by the Investigator, they will provide a minimum of two (2) weeks notice to the other Party.

6.5 Step 4 - Arbitration

6.5.1 Should either Party have opted to bypass Step 3 or declined to accept the recommendation of the Investigator then the grieving Party may advance the matter to a single arbitrator for a final and binding decision. Notice of advancement must be in writing to the University President and to the Union within twenty (20) working days of receiving the decision at Step 2 or within twenty (20) working days of receiving the recommendation from the Investigator.

6.5.2 Within ten (10) working days of being notified of the intent of either Party to proceed to arbitration the Parties will attempt to choose a single arbitrator.

6.5.3 By mutual agreement, an Arbitration Board may be appointed, consisting of one (1) member appointed by the University, one (1) member appointed by the Union, and a third member who will be the Chairperson will be appointed by the other two (2) appointees.

6.5.4 In the event the Parties are unable to agree on a single arbitrator, or the appointees of an Arbitration Board are unable to agree on a Chairperson, either Party may apply to the Minister of Labour to make the appointment. When the *Director of the Collective Agreement Arbitration Bureau* has been appointed, either Party may apply to that person to make the appointment.

6.5.5 The decision of the arbitrator or Arbitration Board will be final and binding on both Parties. Each Party will pay its own expenses and one-half (1/2) the compensation and expenses of the arbitrator or Chairperson of an Arbitration Board.

6.5.6 All reasonable arrangements will be made to permit the conferring Parties or arbitrator(s) to have access to the University premises to view any working conditions which may be relevant to the settlement of a grievance. (See Clauses 4.5.4, 4.5.5 and 4.5.6.)

6.6 Time Limits

6.6.1 The Party responsible for initiating the grievance will also be responsible for advancing the grievance to each succeeding step, within the specified time limits.

6.6.2 If the grievance is not advanced within the specified time limits, the grievance will be considered to be abandoned and all recourse to the grievance procedure will be at an end.

6.6.3 If the University fails to respond to a grievance within the specified time limits the grievance will be considered to have succeeded and appropriate actions will be taken to remedy the matter.

6.6.4 Extensions to the time limits may be made by agreement of the Parties.

6.7 Reinstatement

An employee who is reinstated by the grievance procedure will be entitled to reinstatement without loss of seniority.

6.8 Alternate Dispute Resolution Methods

Either Party may avail itself of the other options available in the *Labour Relations Code* as alternative methods to resolve any disputes.

7.0 Job Evaluation and Salary Review

Job evaluation shall be governed by the definitions set out in the Emily Carr University/CUPE Local 15 – VMECW (“The Parties”) Gender Neutral Position Evaluation Plan (“The Plan”). Any amendments to the Plan shall be by mutual agreement of the parties.

7.1 Terms of Reference

7.1.1 Job evaluation analysis will consider:

- the factors, degrees and definitions contained within the Plan;
- whether the various factors of the position and its related accrued points fall within the pay level in which it is located;
- whether or not the duties, responsibilities and other aspects of the position have changed sufficiently to warrant a new or revised level.

Anomalies

7.1.2 For those new or substantially changed positions which, after the job evaluation analysis is completed, are identified as having unique qualifications that the Plan does not sufficiently recognize or acknowledge, the parties will consider the creation of an anomaly.

7.1.3 In such exceptional circumstances of an anomaly, a salary review will be conducted by Human Resources. Initial comparisons are limited to comparable positions based on job descriptions and rates of pay within the University and similar jobs and corresponding rates of pay at BCIT, Capilano University, Kwantlen Polytechnic University, Douglas College, Vancouver Community College and Langara College.

7.1.4 Where, after seeking the comparisons listed in Clause 7.1.3, there are not three (3) valid ones, comparisons will be solicited from other Colleges and Institutes in BC.

7.1.5 Where, after seeking the comparisons listed in Clause 7.1.4, there are not three (3) valid ones, comparisons will be solicited from other places that have comparable work.

7.1.6 Job descriptions and rates of pay of the relied upon comparators and any other correspondence or documents related to the review, will be shared between the parties upon request. Market placement percentile reflects Emily Carr University’s overall salary scale in relation to other relevant institutions as identified in Articles 7.1.3 and 7.1.4. The rate of pay assigned to the anomalous position will be constrained by this market placement percentile and the current pay scale (Schedule B).

- 7.1.7 Such anomalies shall not become grounds for appeal for other positions or position categories.

7.2 Review Procedure

- 7.2.1 Requests for a job evaluation review may originate with the Union, the University or an employee. The request must be in writing and submitted to the Associate Vice-President, Human Resources. The request must detail the rationale for the job evaluation review and address the terms of reference. Copies of all requests for job reviews and/or extensions, shall be provided to the Union.

Within five (5) working days of an employee or the Union submitting a written request for a job evaluation review, the University will provide the employee with a job evaluation description questionnaire to complete, as well as the most recent completed job evaluation questionnaire, subject to FOIPPA considerations.

The completed questionnaire must be returned to the Associate Vice-President, Human Resources within twenty (20) working days of receiving the questionnaire. An extension of up to ten (10) working days may be requested and will not be unreasonably denied. An additional extension, of a fixed duration may be granted by mutual agreement of the parties. Should an extension not be requested and/or if the questionnaire is not submitted by the extension deadline, the review will be considered to be withdrawn.

- 7.2.2 The University shall conduct a review of the position using the terms of reference contained in Clause 7.1. All requests for a position evaluation shall be dealt with and the employee and the Union shall be provided with the review results in writing within two (2) months from the date of receipt of the questionnaire. The notification shall contain all applicable data used in applying the Plan. An extension of up to twenty (20) working days may be requested and will not be unreasonably denied.

- 7.2.3 Except by mutual agreement of the Union and the University or where a significant change in duties or responsibilities can be demonstrated, a request for job evaluation review from any source may be rejected by either Party if less than two (2) years has elapsed since the resolution of the last evaluation review. Should the Parties fail to agree on the status of any request the matter may be referred to the adjudicator with job evaluation expertise for a decision as provided in Clause 7.3 and 7.4.

7.3 Appeal Process – Job Evaluation Review

- 7.3.1 Within thirty (30) calendar days of receiving the results of the position review, the Union may request a re-examination of the review. The request shall include the reasons for re-examination, including rating factors in dispute.

- 7.3.2 Within fifteen (15) working days, up to three (3) Union representatives (including the Staff Representative or designate) with expertise in job evaluation will meet with the University Representative who has evaluated the position and the Associate Vice-President, Human Resources for reconsideration of all relevant information. Additional participants from either side may attend by mutual agreement. In that event, the payback system will apply for any additional employee representatives in attendance.

- 7.3.3 Following this step, the Associate Vice-President, Human Resources will convey a written decision on the matter to the Union within twenty (20) working days of the meeting. An extension of up to twenty (20) working days may be requested and will not be unreasonably denied.

Adjudication

- 7.3.4 In the event the Union is dissatisfied with the decision rendered above, the matter may be referred, within fifteen (15) working days of the receipt of said decision, to an adjudicator with job evaluation expertise of mutual agreement for final and binding determination.
- 7.3.5 The adjudicator shall proceed as soon as practical to resolve the matter. The adjudicator will be governed by the terms of reference as outlined in Article 7.1. **They** shall be supplied with all relevant documentation, including existing evaluation results and job descriptions.
- 7.3.6 Each party will provide a written submission to the Adjudicator two (2) weeks in advance of the scheduled adjudication. The submission will identify factors in dispute and present arguments in favour of the position advocated.
- 7.3.7 It is the intention of the parties that the adjudication meeting will take no more than one (1) day, with up to three (3) persons attending as Union representatives (including the Staff Representative or designate) and up to three (3) persons attending as the Employer Representatives. The payback system will apply for any additional employee representatives. Additional participants from either side may attend by mutual agreement. In that event, the payback system will apply for any additional employee representatives in attendance.
- 7.3.8 The adjudicator's compensation and costs will be shared equally by the University and the Union.
- 7.3.9 The Union shall be responsible for advancing the matter to each succeeding step of the procedure and shall do so by notifying the University in writing within the time limits prescribed. If such notice is not given, the matter shall be deemed to be abandoned and all future resource under this collective agreement shall be at an end.
- 7.3.10 The time constraints in this Article may be extended by mutual agreement. Such extensions will not be unreasonably denied, with the understanding that both parties are committed to a timely resolution.

7.4 Appeal Process – Anomalous Positions

- 7.4.1 Should the parties fail to agree on a rate of pay for an anomalous position, the matter shall, within fifteen (15) working days, be discussed between the Associate Vice-President, Human Resources and up to three (3) Union representatives (including the Staff Representative or designate) with expertise in job evaluation. Additional participants from either side may attend by mutual agreement. In that event, the payback system will apply for any additional employee representatives in attendance.
- 7.4.2 If agreement is not achieved in 7.4.1, then the matter of rates may be referred, within thirty (30) working days to an external adjudicator with job evaluation expertise agreed by the parties, for final and binding determination.

7.5 Adjustments to Salary

- 7.5.1 If as a result of a job evaluation or salary review any change is to be made, the change will be effective the first day of the pay period closest to the date of receipt of the request

by the Associate Vice-President, Human Resources, or such date as may be appropriate, subject to the provisions of Clause 7.5.5.

7.5.2 Upon job re-evaluation or salary review, employees will be placed on the scale according to their length of service with the University and without change to their increment date.

7.5.3 When the University finds a change is required, any adjustment including any retroactive payment will be put into effect as soon as possible, subject to Clause 7.5.5. This will not prejudice the Union's right to appeal.

7.5.4 If a position is evaluated and has the salary revised downwards, each incumbent may elect one (1) of the following methods of treatment:

- to have the rate of pay immediately reduced to the new level and receive a lump sum payment at the earliest opportunity of twenty-four (24) times the monthly difference between the old and new rates;

OR

- to have the former salary continued. The incumbent will continue to receive all general increases and increments. The University may unilaterally promote an incumbent who elects this treatment to any vacant position that is valued at the former pay rate and for which the incumbent is qualified. The University must do this within two (2) years of the date of the change in rate.

7.5.5 Any changes in a wage rate of a position as a result of a salary review and/or appeal that affect more than five percent (5%) of employees within the bargaining unit, shall be effective the first day of the next contract year.

7.6 New Positions

7.6.1 The University will notify the Union of the creation of a new position prior to posting it, if possible. If this is not possible, the University will notify the Union at the same time the new position is posted.

7.6.2 The Union may request a job evaluation or salary review for the new position. If a review is requested, the University will commence the review six (6) months after the position is filled.

7.6.3 Any increase resulting from the job evaluation or salary review will be retroactive to the date the position was filled, subject to the provisions of Clause 7.5.5.

8.0 Working Conditions

8.1 Days and Hours of Work

8.1.1 Employees will work a five (5) day week, except as otherwise provided in this Agreement.

8.1.2 The normal hours of work for employees covered by this Agreement will be seven (7) hours per day.

8.1.3 The University will give a minimum of ten (10) days notice of a change in shift unless the change results in an employee working hours that entitle the employee to an

overtime wage. All changes of shift will be discussed with the employee prior to the giving of notice. If the proposed shift change would result in hardship for the employee concerned, the University will attempt to accommodate the employee's needs through transfer or other mutually agreeable means.

- 8.1.4 Employees who work more than six (6) hours a day will be entitled to an unpaid meal break of not less than thirty (30) minutes and not more than one (1) hour. Employees who work from five (5) to six (6) hours a day will have the option of taking an unpaid meal break. Employees who work less than five (5) hours a day will not be entitled to a meal break.
- 8.1.5 Employees who work more than six (6) hours a day will be entitled to two (2) paid fifteen (15) minute rest periods, one (1) during the work period prior to the meal break and one (1) during the work period after the meal break. Employees who work six (6) hours a day or less will be entitled to one (1) paid fifteen (15) minute rest period.
- 8.1.6 The times when the meal break and rest periods are taken will be approved by the supervisor.
- 8.1.7 The length of time between the starting and quitting times in a normal working day will not exceed eight (8) hours.
- 8.1.8 When employees attend a required work-related meeting during their normal meal break they will reschedule their break on that day with the time subject to the approval of their supervisor.
- 8.1.9 An employee, reporting for work at the call of the University, shall be entitled to their regular wage for the entire period spent at the place of work, with a minimum of four (4) hours pay for each call-out, unless the employee is unfit to perform their duties or has failed to comply with the Occupational Health and Safety Regulations to the Workers' Compensation Board. Where an employee is working overtime, Clause 8.5.6 applies.

8.2 Flex Time

- 8.2.1 The flex time plan contained in Clause 8.2 applies to permanent and probationary employees only. Term employees, including temporary employees in a term assignment, and part-time employees may not participate in the flex time plan.
- 8.2.2 Temporary employees may participate in the flex time plan as provided for in Clause 2.4.13.
- 8.2.3 Participating employees will work fifteen (15) minutes more per day between approximately 1 September and 30 April by increasing the work day to seven and one quarter (7-1/4) hours by:
- leaving work fifteen (15) minutes later; or
 - commencing work fifteen (15) minutes earlier; or
 - shortening the lunch period by fifteen (15) minutes.
- 8.2.4 The method of working the extra time will be determined by the University on a departmental basis, taking into account the needs of the department and the desires of the employees in the department.
- 8.2.5 Participating employees will receive twenty-one (21) paid hours off between approximately 15 June and 15 August, by decreasing the work day to six and one-half (6-1/2) hours per day by leaving one-half (1/2) hour earlier per day.

- 8.2.6 For the periods not covered by Clauses 8.2.3 and 8.2.5, participating employees will work a seven (7) hour day. This covers the period from approximately 1 May to 14 June and approximately 16 August to 31 August.
- 8.2.7 Prior to the beginning of each year, the University and the Union will establish the precise dates for flex time schedules, based on the principles contained in Clauses 8.2.3, 8.2.5 and 8.2.6.
- 8.2.8 Flex time will not accumulate during general holidays or the Christmas break.
- 8.2.9 Participating employees will receive twenty-one (21) paid hours off per year in addition to the time provided for in Clause 8.2.5. This time will be used in the year in which it is earned. Employees are encouraged to take this time off prior to the use of vacation entitlement for the year.
- 8.2.10 Participating employees who leave part way through the year will have adjustments made to their final cheques to reflect whether they have received time off which has not been earned or have earned time which has not been taken.

8.3 Experimental Work Schedules

8.3.1 Terms and conditions of this Agreement may be varied by mutual agreement of the University and the Union in order to implement work schedules that are modifications of the work schedules set forth in this Agreement. Examples may include:

- job sharing
- compressed work week
- nine-day fortnight
- variable schedules for part-time employees
- **temporary reduction in hours**

8.3.2 Mutual agreement is required prior to the commencement of any proposed experimental work schedule. Either party (including the employee(s)) may terminate an experimental work schedule with a minimum of thirty (30) days written notice. Experimental work schedules shall not be unreasonably denied by the employer.

8.3.3 **Job shares and temporary reductions in hours shall be administered in accordance with Article 2.7.5**

8.3.4 **Upon termination of an experimental schedule, the employee will return to their full and entire position and hours of work.**

8.3.5 **In the case of a temporary reduction in hours, the University will ensure that the remaining hours are allocated to maintain the position assignment or consider alternate allocations in consultation with the Union.**

8.3.6 Casual employees who accept work replacing an employee on an experimental work schedule whose regularly scheduled hours of work exceed seven (7) hours will work up to 8.75 hours of the regularly scheduled work without overtime.

8.4 Second Shifts

If the University determines that a second shift is necessary in departments with more than one employee performing the same work, employees will be offered the choice of

continuing their current shift in order of seniority. Where the University is adjusting to an alternate shift for departments with one employee, Clause 8.1.3 will apply.

8.5 Overtime

- 8.5.1 An employee has the right to refuse to work overtime other than in exceptional and/or emergency circumstances. Where the employee has a pre-existing commitment that cannot be altered, the employer will make every reasonable effort to implement alternate work arrangements to accommodate the overtime assignment.
- 8.5.2 All overtime must be pre-authorized by the Vice President Finance and Administration. When overtime is in response to dealing with an unanticipated emergency, authorization must be provided within seven (7) calendar days of the overtime hours being worked.
- 8.5.3 Employees on monthly salaries will not be paid for the first fifteen (15) minutes. If they are authorized to work more than fifteen (15) minutes of overtime in any one day, they will be paid for the total amount of overtime or receive compensating time off in accordance with Clauses 8.5.6 and 8.5.9.
- 8.5.4 Employees who do not receive overtime compensation for the first fifteen (15) minutes worked immediately following their normal working day, as provided for in Clause 8.5.3, will have a work day within the following ten (10) working days reduced by the amount of time equal to that worked.
- 8.5.5 Employees who have agreed to work overtime will, at the time of working the overtime, elect whether to be paid for it or to receive compensating time off.
- 8.5.6 Subject to Clauses 8.5.7 and 8.5.8, employees will be paid one and one-half (1-1/2) times their regular hourly rate for the first two (2) hours of overtime worked in a week in excess of full-time hours and two (2) times their regular hourly rate for all other overtime hours worked.
- 8.5.7 Employees who work in excess of five (5) days in a week will be paid two (2) times their regular hourly rate for all overtime hours worked with a minimum of two (2) hours pay at two (2) times their regular hourly rate.
- 8.5.8 Employees who are called at home and requested to return to work overtime will be paid two (2) times their regular hourly rate for all overtime hours worked with a minimum of two (2) hours pay at two (2) times their regular hourly rate.
- 8.5.9 Employees who elect to receive compensating time off for overtime will be given compensating time off equivalent to the number of hours for which they would have been paid as provided in Clauses 8.5.6, 8.5.7 and 8.5.8.
- 8.5.10 Compensating time off will be taken at a time mutually agreed upon between the employees and their Department Heads.
- 8.5.11 If employees do not receive all of their compensating time off by 31 August of the year following the year in which they earned it, or prior to leaving the University, whichever occurs first, they will be paid for the balance of the overtime.

9.0 Wages and Premiums

9.1 Salary Schedule

- 9.1.1 The salary schedule in Schedule B will apply during the term of this Agreement.
- 9.1.2 The salary schedule is based on a thirty-five (35) hour week with hours of work conducted between 8am and 7pm.
- 9.1.3 When new employees are hired, they will normally be placed at step 1 of the salary scale. However, this does not preclude placement on a higher step in exceptional circumstances. Furthermore, this Clause 9.1.3 does not apply to former employees of the University who are rehired within twelve (12) months of termination of service (see Clause 17.4 Rehiring).

9.2 Increments

- 9.2.1 Permanent employees will receive an increment increase at the beginning of the pay period coincident with or next following the successful completion of the probationary period.
- 9.2.2 Permanent employees will receive additional increment increases on completion of each additional year of service until they reach the top step.
- 9.2.3 Temporary employees will receive increments as provided for in Clauses 2.4.14, 2.4.15 and 2.4.17.
- 9.2.4 Casual employees will receive increments as provided for in Clauses 2.5.3, 2.5.4 and 2.5.5.
- 9.2.5 For term employees each duty year will equal one (1) year of service.
- 9.2.6 Upon reclassification or salary review, employees will be placed on the scale according to their length of service with the University and without change to their increment date.
- 9.2.7 Upon promotions through competition, employees will be placed on the scale according to their length of service with the University and without change to their increment date.
- 9.2.8 If employees have been absent on leave without pay (Clause 11.8) for more than one (1) month, their increment dates will be delayed one (1) month for each month or portion of a month absent in excess of one (1) month.

9.3 Substitution

- 9.3.1 When an employee is authorized in writing by the Associate Vice-President, Human Resources to temporarily replace another employee in a superior position for a period of one (1) or more consecutive working days, the employee will be paid the minimum rate for the superior position for the total period. If the employee's regular rate of pay is higher than the minimum rate for the superior position, the employee will be paid at a rate of pay equivalent to two (2) steps higher than the employee's regular rate of pay. Under no circumstances will an employee be paid a higher rate than the maximum rate for the superior position.
- 9.3.2 Should an employee be assigned to perform some of the duties of a superior position but not all of the significant duties and responsibilities, the employee will be paid at a

rate that is appropriate for the duties and responsibilities assigned with a minimum of the equivalent of two (2) steps higher than the employee's regular rate of pay.

9.3.3 Should the substitution be for a period in excess of three months the position will be posted in accordance with Clause 17.1.1.

9.3.4 When an employee is required to replace an incumbent of a superior position outside of the bargaining unit, the employee will be paid an additional minimum amount equal to ten percent (10%) of the employee's normal rate of pay, subject to the qualifications in Clause 9.3.1. All the terms and provisions of this Agreement will continue during replacement periods.

9.3.5 Should employees acting in superior positions without interruption be appointed to the positions, they will be paid at the step on the pay scale that they would have attained if the positions were theirs from the date of substitution.

9.4 Pay Dates

9.4.1 Employees will be paid twice monthly, on the 15th and last day of the month, provided that each employee's pay advice will be received and dated prior to their last working day in the pay period.

9.4.2 The last pay advice in December will be provided and dated on the last University business day before Christmas.

9.5 Workshop Presentations

Employees will receive additional pay for reasonable preparation time and for presentation of workshops in their areas of expertise at the rate paid to Studio Technicians for "original technical instruction".

10.0 Employee Benefits

10.1 Annual Vacation

10.1.1 Vacation is granted for service during the calendar year from 1 January to 31 December. It is to be taken within the calendar year in which it is earned, subject to the carry over provisions in Clauses 10.1.6 and 10.1.7, at a time to be arranged with the Manager or designate. The entitlement of employees, except as otherwise provided in this Agreement, is as follows:

Less than 1 year's service	112 working hours, pro-rated
1-5 year's service	147 working hours
6 year's service	154 working hours
7 year's service	161 working hours
8 year's service	168 working hours
9 year's service	175 working hours
10 year's service	182 working hours
11 year's service	189 working hours
12 year's service	196 working hours
13 year's service	203 working hours
14 year's service	210 working hours
15 year's service and over	217 working hours maximum

- 10.1.2 Vacation entitlement for temporary employees is contained in Clauses 2.4.17 and 2.4.18. Vacation entitlement for casual employees is contained in Clause 2.5.6. Vacation entitlement for Term employees is contained in Clauses 2.8.12 and 2.8.13.
- 10.1.3 When employees take vacation, their vacation entitlement will be reduced by the number of hours they would have worked. For example, if employees who are participating in the flex time plan (Clause 8.2) take vacation when they would have been working seven and one-quarter (7-1/4) hours, they will have seven and one-quarter (7-1/4) hours deducted from their vacation entitlement for each day of vacation taken.
- 10.1.4 Studio, Computer and Audio Visual Technicians, who directly support curriculum will not normally schedule more than seventy (70) hours vacation when classes are in session between 1 September and 30 April.
- 10.1.5 Employees are encouraged to preschedule vacation as far in advance as possible. Seniority will be the determining factor in determining vacation scheduling, provided requests are submitted prior to 1 March. Following 1 March, vacation requests will be determined on the basis of date of receipt. **Once a vacation request is submitted, Managers are obliged to confirm requested time off within ten (10) working days.** Provided it can be reasonably accommodated an employee is entitled to schedule their entire annual vacation time in one block.
- 10.1.6 Employees with ten (10) years' service or less may carry over up to thirty-five (35) hours of vacation each year. Employees with more than ten (10) years' service may carry over up to seventy (70) hours of vacation each year. The maximum accumulated carry over of vacation will be one hundred forty (140) hours.
- 10.1.7 Employees wishing to carry over vacation will notify the University by 1 November of each year. Employees may also carry over vacation that cannot be taken due to circumstances beyond their control. Vacation carried over may be used in any future year at a time to be approved by the University President or designate.
- 10.1.8 When employees are hired, on a leave of absence without pay or leave the employ of the University, their vacation entitlement will be pro-rated based on the percentage of annual hours they have worked, except where other provisions of this Agreement provide for different treatment.
- 10.2 Christmas Break**
- 10.2.1 Employees will receive five (5) days off with pay during the Christmas period in addition to general holidays. Term and part-time employees will receive this time pro-rated according to the percentage of full-time weekly hours they regularly work.
- 10.2.2 Employees in their first calendar year of employment will have the Christmas break time pro-rated by straight time earned in the calendar year divided by 1785.
- 10.2.3 Temporary employees will be entitled to the Christmas break as provided for in Clause 2.4.19.
- 10.2.4 Casual employees are not entitled to be paid for the Christmas break.
- 10.2.5 Employees on unpaid leaves of absence will not be paid for the Christmas break.
- 10.2.6 The days of the Christmas break will be determined by mutual agreement of the University and the Union based on the calendar days for Christmas and New Year.

10.2.7 Alternate days off, at straight time, will be granted to employees whose presence is necessary for the operation of the University during the Christmas break. Employees will be notified at least one (1) month in advance if they are required to work.

10.3 General Holidays

10.3.1 Employees will be paid at their regular rate of pay for the following general holidays:

New Year's Day	BC Day
Family Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day

and any other day declared by Federal or Provincial Legislation.

10.3.2 When a general holiday occurs on a Saturday or Sunday, the following Monday will be observed as the holiday. When Christmas and Boxing Day fall on a Saturday and Sunday respectively, the preceding Friday and the following Monday will be observed as the holidays. When Christmas falls on a Sunday, the preceding Friday will be observed as the holiday.

10.3.3 Temporary employees will be paid for all general holidays that fall within their assignments.

10.3.4 Casual employees will be paid four and four-tenths percent (4.4%) of gross pay in lieu of paid general holidays.

10.3.5 Part-time employees are entitled to general holidays as provided for in Clause 2.7.5

10.3.6 Term employees are entitled to general holidays as provided for in Clauses 2.8.7 and 2.8.8.

10.3.7 Employees authorized to work on a general holiday will have the option of being paid at double time or of receiving the equivalent compensating time off, in addition to regular pay.

10.4 Permanent Part-time Benefit Coverage

Permanent Part-time Employees regularly working less than forty percent (40%) of full-time are not eligible for benefit coverage in accordance with Clause 2.7.5.

10.5 Sick Leave

10.5.1 Eligible permanent employees will be paid one hundred percent (100%) of salary for the first three (3) months of any illness, injury or disability.

10.5.2 Eligible probationary employees will be entitled to five (5) days of paid sick leave. If these employees do not complete the probationary period, they will repay the University for any paid sick leave used by deduction from their final pay.

10.5.3 Sick leave provisions for temporary employees are contained in Clauses 2.4.21, 2.4.22, 2.4.23 and 2.4.24.

- 10.5.4 Casual employees are not entitled to paid sick leave.
- 10.5.5 Any employees absent because of illness may be required to produce a certificate or recognized equivalent from a duly qualified medical practitioner, licensed to practice in the Province of British Columbia, certifying that they are unable to carry out their duties due to illness. Any costs for the certificate will be paid by the University.
- 10.5.6 In cases of proven illness during vacation periods, employees may apply for sick leave and reschedule their vacations.
- 10.5.7 When employees have been paid sick leave and later recover some or all of this from a third party insurance plan, the amount recovered will be paid to the University by the employee or directly by the third party insurance plan.
- 10.5.8 Pay for time lost due to compulsory quarantine will be paid to permanent employees without deductions from sick leave. Such quarantine must be certified by the Medical Health Officer.
- 10.5.9 Employees shall make every effort to schedule medical appointments outside of working hours. Employees who are unable to schedule medical appointments outside of working hours may request paid time off to attend the appointments. Such requests will not be unreasonably denied.

10.6 Municipal Pension Plan

Except as provided elsewhere in this Agreement, all employees will participate in the *Municipal Pension Plan* according to the terms and conditions contained in the *Municipal Pension Plan*. The University contribution will be paid only when the employee is in receipt of pay or when the Act or other provisions of this Agreement require it. Details are outlined on Pensions BC website.

10.7 Deferred Savings Plan

- 10.7.1 Deferred Savings entitlement is available to eligible permanent employees, six (6) months following completion of their probation period, pursuant to Clause 2.3.1.
- 10.7.2 The University will contribute an amount equal to two percent (2%) of the salaries of eligible permanent employees who elect to participate and the employees will contribute one and one half percent (1½%). Effective April 01, 2017, the University will contribute an amount equal to two and one-half percent (2 ½%) of the salaries of eligible permanent employees who elect to participate. Temporary employees who have completed one (1) year of continuous service have the option of participating in the plan as provided for in Clause 2.4.12.
- 10.7.3 **In accordance with the Plan Rules, contributions made by the employer and eligible employees shall be deposited into the Vancouver Employers Savings Plan for the benefit of the employees, and can be withdrawn according to the plan.**

10.8 Health Insurance

- 10.8.1 The University will pay the full cost of **the Employer Health Tax and the full cost of premiums for** an extended health benefits plan for all probationary and eligible permanent employees. Participation is mandatory unless the employee can demonstrate coverage from another source.

- 10.8.2 Employees are eligible on the first of the month coincident with or immediately following their date of employment.
- 10.8.3 Temporary employees who have completed one (1) year of continuous service have the option of participating in the plans as provided for in Clause 2.4.12.
- 10.8.4 The extended health benefits plan will include optical care insurance in accordance with the terms of contract with the insuring company, including \$500 of eyeglass coverage. Employees become eligible for optical care insurance upon completion of six (6) months service.

Effective June 1, 2020, eyeglass coverage will increase to \$650 every two years.

- 10.8.5 The University will continue to pay its contribution while employees are on approved leave of absence with pay. For the full period of any other absence, employees may pay the full premium through the University if they desire to continue coverage, except where other provisions of this Agreement provide for different treatment.

10.8.6 Eye Exam

Permanent employees will be entitled to be reimbursed a total of seventy-five dollars (\$75) every two years for vision exams.

Effective June 1, 2020, eye exam coverage will increase to \$100 every two years.

10.9 Employee and Family Assistance Plan

- 10.9.1 The University will provide an Employee and Family Assistance Plan (EFAP).
- 10.9.2 The University will pay for the EFAP except that the employees' share of the Employment Insurance rebate will be used to help subsidize the cost of the plan.
- 10.9.3 There will be an ECU Benefits Committee to review the implementation, operation and effectiveness of the plan. The University and the Union will each appoint up to three (3) representatives to the committee.

10.10 Group Life Insurance

- 10.10.1 All eligible permanent employees will participate in the group life insurance and accidental death and dismemberment plans.
- 10.10.2 Employees are eligible on the first of the month coincident with or immediately following the completion of the probationary period.
- 10.10.3 Temporary employees who have completed one (1) year of continuous service have the option of participating in the plans as provided for in Clause 2.4.12.
- 10.10.4 Insurance coverage is provided according to the terms of the contract with the insuring company. The group life plan will provide three (3) times annual salary to the next higher \$1,000.
- 10.10.5 The University will pay the entire premium cost of the insurance.

10.10.6 Employees who retire at or beyond the age of fifty-five (55) years and who are in receipt of a pension under the provisions of the *Municipal Pension Plan* will continue to enjoy group insurance coverage in an amount equal to the lesser of \$10,000 or the coverage in effect immediately preceding retirement for a period of five (5) years from the date of retirement with the premium cost paid by the University.

10.11 Long Term Disability

10.11.1 All eligible permanent employees will participate in the long term disability plan.

10.11.2 Benefits are paid according to the terms of the contract with the insuring company on the following general basis (recognizing that the contract terms are subject to change):

- amount of benefit – seventy percent (70%) of gross salary;
- duration of benefit - until retirement or as otherwise provided;
- benefit effective - following ninety (90) calendar days continuous absence due to sickness or injury.

When an employee has been approved for a part-time and/or graduated return to work by the LTD carrier and the University, the employee will be paid at the hourly rate for the position for the hours worked. Subject to the terms of the LTD plan, the LTD carrier may continue to provide partial benefits for the period of a graduated return to work.

10.11.3 The premium cost will be paid by the employees by payroll deduction. Should there be any proposed increase to the LTD premiums the Parties will meet to review the proposed increase for the purpose of assessing whether the plan should go to market.

10.11.4 Current Income Tax Regulations state that benefits received by employees from the long term disability plan are not taxable.

10.11.5 Long term disability benefits will be arranged by the University as provided for in Clause 10.11.2 or as the Union may determine from time to time.

10.11.6 An ECU Benefits Committee will periodically review the plan. The Committee will be made up of two (2) representatives each from the Union, the Faculty Association and excluded staff.

10.11.7 The Union will be consulted when the University markets the long term disability plan and no changes will be made unless the ECU Benefits Committee agrees. **Any plan changes must be ratified by the CUPE membership before implementation.**

10.11.8 Employees receiving long term disability benefits will continue to be covered by the Medical Services Plan and Extended Health (Clause 10.8) and dental plan (Clause 10.13), with the University continuing to pay its contribution of premium costs, as per Clauses 10.8 and 10.13.5. Premiums for group life insurance (Clause 10.10) are waived by the insurance carrier while employees are on long term disability. Coverage for Pension Plan (Clause 10.6) will be as provided in the *Municipal Pension Plan*.

10.11.9 Subject to Clause 10.11.10, employees on long term disability will keep their status as employees with the right to return to their previous positions. If their previous positions no longer exist, they may exercise their bumping rights contained in Clauses 13.1.3, 13.1.4, 13.1.5 and 13.1.6 (Layoff). If no positions are available, they may elect severance pay as contained in Clause 13.3.

- 10.11.10 When employees have been absent for the same disability for a total of twenty-seven (27) months, including paid sick leave, and it is unlikely that they will be able to return to work in the next three (3) months, the University may terminate the employees. Termination under this clause will be considered non-culpable.
- 10.11.11 Employees who have been terminated as provided for in Clause 10.11.10 will retain status as internal applicants with accumulated seniority for vacancies (see Clause 17.0, Notification and Filling of Vacancies) for a period of thirty-six (36) months from the date of termination.
- 10.11.12 Employees who are rehired within thirty-six (36) months will be credited with past service as outlined in Clause 17.4 (Rehiring) and will serve a trial period as provided for in Clause 17.3 (Promotion or Transfer). Employees who do not successfully complete the trial period will retain their rights under Clause 10.11.11.
- 10.11.13 The University may fill on a permanent basis the positions of employees absent on long term disability prior to twenty-seven (27) months absence, including paid sick leave, where the medical opinion is that it is unlikely the employees will be able to return to work within the twenty-seven (27) month period.
- 10.11.14 The University and the Union are committed to working with the employee to facilitate an effective return to work plan for the employee and both acknowledge the duty of reasonable accommodation to employees with disabilities, including seeking the assistance of experts to provide an assessment of skills and abilities from an occupational perspective. The University and the Union, in doing so, need not expose itself to undue hardship.

10.12 Gratuity Plan

- 10.12.1 Gratuity credits are based on the calendar year. For the purposes of accumulating gratuity credits, the year will be divided into four (4) distinct periods:
- 1 January to 31 March
 - 1 April to 30 June
 - 1 July to 30 September
 - 1 October to 31 December

All dates are inclusive.

- 10.12.2 For each period described in Clause 10.12.1, employees will be given the following credits:
- One (1) day for no absence through illness.
 - One-half (1/2) day for one-half (1/2) day absence through illness.
 - No (0) days for one (1) or more days of absence through illness.

"Illness" will mean non-occupational sickness or injury.

- 10.12.3 Gratuity credits may be accumulated to a maximum of one hundred twenty (120) days.
- 10.12.4 Part-time employees will accumulate gratuity credits for full quarters worked, pro-rated according to the percentage of full-time weekly hours they work, subject to Clause 2.7.5.
- 10.12.5 Term employees will accumulate gratuity credits in accordance with Clause 2.8.9.

- 10.12.6 Temporary employees who have completed one (1) year of continuous service have the option of participating in the gratuity plan as provided for in Clause 2.4.12.
- 10.12.7 Temporary employees with less than one (1) year of continuous service and casual employees are not eligible for the gratuity plan.
- 10.12.8 Gratuity credits earned prior to 1 April 1993, may be taken as pay:
- on retirement on or after reaching minimum retirement age; or
 - on retirement with permanent disability; or
 - on receipt of long term disability benefits; or
 - on leaving the University's employ;
- or as paid leave, subject to Clause 10.12.10.
- 10.12.9 Gratuity credits earned after 1 April 1993, may be taken as pay or as paid leave, subject to Clause 10.12.10, at the employee's option.
- 10.12.10 If employees use gratuity credits as paid leave, the minimum leave taken will be one-half (1/2) day and the maximum twenty (20) days at any time. Gratuity leaves will be subject to the approval of the University President or designate and will be taken during a period that will not adversely affect the operation of the department.

10.13 Dental Plan

- 10.13.1 A dental plan for all eligible permanent employees will be provided on the following basis:
- basic dental services (Plan A) paying for one hundred percent (100%) of the approved schedule of fees;
 - prosthetics, crowns and bridges (Plan B) paying for fifty percent (50%) of the approved schedule of fees;
 - orthodontics (Plan C) paying for fifty percent (50%) of the approved schedule of fees.
- 10.13.2 Employees are eligible on the first of the month coincident with or immediately following the completion of the probationary period.
- 10.13.3 Temporary employees who have completed one (1) year of continuous service have the option of participating in the dental plan as provided for in Clause 2.4.12.
- 10.13.4 Probationary and casual employees are not eligible for the dental plan.
- 10.13.5 The premiums for the dental plan will be paid totally by the University, except for permanent part-time employees working less than forty percent (40%) of full-time, as stipulated in Clause 2.7.5 and Clause 10.4.

10.14 Retirement

- 10.14.1 Employees typically retire by age sixty-five (65). Employees who work beyond age sixty-five (65) will be covered by all the terms and conditions of this Agreement except where prohibited by legislation or benefit plan insurance contracts. In any case, employees will provide one year's notice of anticipated retirement date.
- 10.14.2 Employees who retire from the University under the provisions of the *Municipal Pension Plan* will receive their full annual vacation entitlement for the year of retirement.

10.15 Early Retirement

10.15.1 The University recognizes the mutual benefits of an Early Retirement Plan for employees and agrees to make such opportunities available to qualified employees at its sole discretion within the parameters of specific funding allocations.

10.15.2 Eligible employees may apply in writing to the President to participate in the Early Retirement Plan. Application must be made at least one year before the retirement date. Employees are eligible if they meet the following qualifications:

- are over fifty-five (55) years of age;
- have at least ten (10) years of pensionable service under the Municipal Pension Plan;
- are a permanent regular employee at the time of early retirement; and
- are on the maximum step of the salary scale.

10.15.3 Between the years fifty-five (55) and sixty (60), employees will be paid up to 100% of annual salary by way of early retirement incentive. The incentive will be reduced over age sixty (60) as follows:

61	up to 80% of annual salary
62	up to 60% of annual salary
63	up to 40% of annual salary
64	up to 20% of annual salary

The incentive will be paid in equal annual installments over the number of years for which the employee is eligible.

10.15.4 The Union will be advised of any offer of early retirement made to a member, and the employee will be advised of their right to consult with the Union.

10.15.5 If an employee's application for the Early Retirement Plan is approved by the University, the employee will retire on a date mutually agreeable to the employee and the University. A written agreement provided by the Associate Vice-President, Human Resources will confirm the details of the arrangement.

10.15.6 Once early retirement has been offered and accepted, an employee ceases to be an employee of the University or member of the Union, and forfeits all privileges of seniority.

10.16 Benefits Plan Information

10.16.1 The University will provide, for employees' access, a copy of all benefit plan contracts covering Union members.

10.16.2 Upon request, the University will provide the Union with a copy of all benefit plan contracts covering Union members. This will apply only to those contracts the University enters into directly with private insurers.

10.16.3 The University will consult with the Union through the CUPE Local 15 representatives on the Benefits Committee regarding the insurance carriers and policies as well as continuance, changes and provisions related to any and all elements of the benefits coverage prior to changing any coverage with the benefit carriers or changing carriers.

10.17 **Death Benefit**

In the event of the death of an employee with at least one (1) year of service, the University will pay to the designated beneficiary, spouse, or the estate, of the deceased employee one (1) month's salary. This payment will be in addition to any amount owing to the deceased employee related to employment at the University.

10.18 **Same Gender Spouse**

10.18.1 The University will recognize a same gender spousal relationship in the same way it recognizes opposite gender relationships. Spouse shall include same gender spouse for all benefits, rights and entitlements of the Collective Agreement where there is no regulatory or other impediment external to the University.

Spouse is defined by virtue of a legal marriage or by, at least, twelve (12) months of co-habitation.

10.18.2 The University will ensure that all of the underwriters of the group benefit plans will provide coverage for same gender spouses consistent with coverage for spouses.

11.0 **Absence from Duty**

11.1 **Occupational Sickness and Injury**

If an employee is entitled to Workers' Compensation Board wage loss benefits, the benefits will be paid directly to the University. The University will pay the employee **their** full salary for the duration of the approved claim.

11.2 **Disability Management Program**

11.2.1 Where an employee is absent for five (5) or more consecutive days of work or where it appears that there is a pattern of frequent absence from work, the employee may be referred for participation in the Disability Management Program (DMP). If an employee is referred, **they** must participate in the DMP.

11.2.2 **Once referred, employees are required** to provide all necessary information to the DMP provider to determine ongoing participation in the DMP, and any prognosis for early managed return to work.

11.2.3 **Any** employee medical information received or shared **with the University** will remain confidential; managers will only be provided with information necessary to support required rehabilitative employment.

11.2.4 Employees may request Union representation at any stage of the DMP. The Union agrees to maintain the confidentiality of the employee's medical and related information.

11.2.5 **The ECU Benefits Committee, consisting of two (2) elected CUPE members and two (2) appointed Administrators, will meet to review the operation and effectiveness of the plan.**

11.3 **Family Illness**

11.3.1 Probationary and permanent employees will be granted up to five (5) days of paid leave per calendar year to attend to a member of their immediate family in the following circumstances:

- when no other relative can provide for the needs of the **ill** family member; or
 - when a member of the immediate family is hospitalized.
- 11.3.2 For the purposes of this clause, "immediate family" will be defined as spouse, children, ward, parent, parent-in-law or step-parent, grandparent, or a relative permanently residing in the employee's household.
- 11.3.3 Any employee absent because of family illness may be required to produce a certificate from a duly qualified medical practitioner, licensed to practice in the Province of British Columbia, certifying the illness of the immediate family member.
- 11.3.4 Absence under this clause will not be considered absence through illness for the purposes of Clause 10.12, Gratuity Plan.
- 11.3.5 Temporary employees who have completed one (1) year continuous service will be eligible for this leave.
- 11.4 Bereavement Leave**
- 11.4.1 Bereavement leave **will be granted without loss of pay** in the case of the death of a probationary or permanent employee's **immediate family**. **For the purpose of this article, the *Employment Standards Act* currently defines immediate family as follows:**
- **the spouse, child, parent, guardian, sibling, grandchild, or grandparent of an employee;**
 - **the child or parent of an employee's spouse,**
 - **or any person who lives with the employee as a member of the employee's family.**
- 11.4.2 Leave will be granted for a period not to exceed three (3) working days. Employees will advise the University of the time required as far in advance as possible.
- 11.4.3 Additional leave of up to two (2) working days may be granted for travel time in connection with the funeral or to attend to the affairs connected with the funeral. Requests for this additional leave will be submitted to the Associate Vice-President, Human Resources or designate who will determine and approve the number of days required in each case.
- 11.4.4 An employee may take their full leave entitlement at one time, or defer their leave for up to one (1) year, to attend a memorial, or they may choose to split their leave entitlement into two (2) separate periods, one adjoining the date of the death, and the other leading up to and/or including the date of the memorial service.**
- 11.4.5 Employees who require bereavement leave will be granted such leave when on annual vacation if approved by the Associate Vice-President, Human Resources or designate.
- 11.4.6 Employees who are absent on sick leave, any unpaid leave or absent on Workers' Compensation will not be entitled to bereavement leave.
- 11.4.7 Temporary employees who have completed one (1) continuous year of service will be entitled to the provisions of Clause 11.4. Other temporary and casual employees will be entitled to bereavement leave without pay or to apply accumulated time off such as overtime or vacation time to cover the absence with pay.

- 11.4.8 Employees will be granted leave of up to one-half (1/2) day without loss of pay to attend a funeral in any case other than one covered by Clause 11.4.1. Employees will advise the University of the time required as far in advance as possible.
- 11.5 **Compassionate Care Leave**
- 11.5.1 Employees will be entitled to leave without pay, for up to twenty-seven (27) weeks to care for gravely ill family members.
- 11.5.2 For the purpose of this article, family member is defined as per the *Employment Standards Act* for Compassionate Care Leave.
- 11.5.3 To be eligible employees must, as soon as practicable, provide the employer with a certificate from a medical practitioner or nurse practitioner, confirming a family member requires care, or support, has a serious medical condition, and is at risk of dying within twenty-six (26) weeks.
- 11.5.4 Full benefit coverage will continue for employees granted compassionate leave up to a maximum of twenty-seven (27) weeks, and the premium payment shall be on the same basis as if the employee were not on leave.
- 11.5.5 Where an employee elects to buy back pensionable service for part of all of the duration of the compassionate care leave, to a maximum of twenty-seven (27) weeks, the employer will pay the employer portion of the pension contribution in accordance with the Pension Plan regulations.
- 11.5.6 Compassionate care leave, up to a maximum of twenty-seven (27) weeks, shall be treated as continuous employment for the purposes of seniority accrual under this agreement.
- 11.5.7 If the employee takes a compassionate care leave and the family member does not die within the fifty-two (52) week period, the employee is entitled to take up to another twenty-seven (27) weeks of leave in a subsequent fifty-two (52) week period upon obtaining a new certificate that states the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks. The leave would be requested and taken under the same conditions as the first leave.
- 11.5.8 An employee who returns to work following a leave granted under this provision shall be placed in the position the employee held prior to the leave or in a comparable position. An employer cannot terminate employment, or change a condition of employment without the employee's written consent because an employee took compassionate care leave.
- 11.6 **Leave for Domestic or Sexual Violence**
- 11.6.1 Where leave from work is required due to an employee and/or an employee's dependent child being a victim of domestic or sexual violence, the employee shall be granted leave, in each calendar year, as follows in accordance with the *Employment Standards Act*:
- a) up to ten (10) days of unpaid leave to be taken intermittently or in one continuous period; and
 - b) up to 15 weeks of unpaid leave.

Notwithstanding the above, the Employer will provide pay for three (3) of the days referenced in (a) above. In the event existing legislation is changed regarding domestic or sexual violence leave to provide more than three (3) days paid leave, the Employer will provide such leave consistent with the legislation. (No stacking entitlements.)

11.7 Cultural Leave for Aboriginal Employees

Effective June 1, 2020:

11.7.1 A self-identified Aboriginal employee may request up to three (3) days leave with pay per calendar year to organize and/or attend Aboriginal cultural event(s). Such leave will not be unreasonably withheld.

11.7.2 Employees will provide the employer with the dates of the days for which leave will be requested. Wherever possible, a minimum of two (2) weeks' notice is required for leave under this provision.

11.8 Leave of Absence Without Pay

11.8.1 Leave of absence without pay for up to twelve (12) months may be granted at the discretion of the **Associate Vice-President, Human Resources on written request.**

11.8.2 Upon approval of leaves of absence without pay, employees may immediately exercise an option for continuation of medical and insurance benefits by payment of the full cost of any necessary premiums. Eligibility for purchase of pensionable service will be in accordance with the Pensions BC regulations.

11.8.3 If employees have been absent without pay for more than one (1) month, their increment dates will be delayed one (1) month for each month or portion of a month absent in excess of one (1) month.

11.9 Jury Duty and Court Appearance

11.9.1 Employees will be entitled to leave with pay:

- when summoned to serve on a jury;
- when subpoenaed as a witness in criminal proceedings;
- when subpoenaed as a witness in a civil action if not a party to the action;
- when appearing as a defendant in a criminal or traffic case, if acquitted.

11.9.2 For employees to qualify for this leave, they will produce a summons or subpoena or other evidence to show the necessity of attendance at court.

11.9.3 Employees will also provide a statement from an official of the Court of the time taken and the fees paid, if any. Employees may retain the small sum paid to them by the courts in lieu of expenses incurred.

11.10 Armed Forces Reserve Training

11.10.1 Leave of absence without pay will be granted to employees attending armed forces reserve training without loss of seniority or service-related benefits, subject to the operational requirements of the University.

11.11 Emergency Response Leave

- 11.11.1 Employees will be entitled to leave with pay to participate in emergency response. This leave will be limited to a maximum of 3 days per calendar year, unless otherwise authorized by the President or designate.

12.0 Parenting Leave

12.1 Maternity Leave

Maternity benefits are only available to the person who is away from work because they're pregnant or have recently given birth. The leave cannot be shared between parents.

- 12.1.1 A permanent employee will be entitled to maternity leave without pay for a period of up to **seventeen (17)** consecutive weeks.
- 12.1.2 A temporary employee, a probationary employee or a casual employee will be entitled to maternity leave without pay in accordance with the Employment Standards Act.
- 12.1.3 An employee who takes maternity leave will also be eligible for parental leave.
- 12.1.4 An employee requiring maternity leave will apply in writing to Human Resources at least four (4) weeks prior to the leave, stating the duration of the leave. **At any time, but prior to four (4) weeks of the expected return, requests for extensions under this leave will not be unreasonably denied.** An employee will provide a certificate from a medical doctor or a registered mid-wife stating the estimated date of birth.
- 12.1.5 Maternity leave will normally commence **no earlier than thirteen (13)** weeks prior to the estimated date of birth.
- 12.1.6 If an employee wishes to schedule **their** return to work within six (6) weeks of the date of birth, the University may require a certificate from a medical doctor stating the employee is able to resume **their** duties.
- 12.1.7 Where an employee gives birth or the pregnancy is terminated before a request for maternity leave is made and the employee requests a leave and provides a certificate from **their** doctor stating that **they have** given birth or the pregnancy was terminated on a specified date, the University will grant **their** maternity leave. If the pregnancy has been terminated, the leave will be for a period requested by the employee, to a maximum of six (6) weeks. If the employee has given birth, the leave will be for a period as provided for in Clauses 12.1.1 or 12.1.2.
- 12.1.8 Where an employee on maternity leave is unable to return to work at the end of the leave for reasons related to the birth or the termination of the pregnancy which is certified by **their** doctor, the University will grant further leave without pay for a period specified by the doctor, but not for a period exceeding six (6) consecutive weeks, **except for those who qualify under Clause 12.1.11**
- 12.1.9 Subject to Clause 12.1.11, an employee on maternity leave will be entitled to Special Supplementary Employment Benefits, Clause 12.5, for any health-related absence that commences during the portion of maternity leave required by the *Employment Standards Act* (the first **seventeen (17)** consecutive weeks). The employee will provide

a certificate from a medical doctor establishing the length of time the employee is or was unable to work due to the pregnancy.

12.1.10 Health-related absence is defined as that portion of time that an employee is unable to perform **their** job duties due to the pregnancy.

12.1.11 Permanent employees on maternity leave, who have continued participation in the LTD Plan and who are disabled for three (3) months may be eligible for long term disability benefits, Clause 10.11, upon their prescheduled return to work, provided they are still disabled and subject to the terms and conditions of the long term disability plan insurance contract.

12.2 Parental Leave

Parental leave is available in addition to maternity leave for employees who are pregnant or have recently given birth, or parents caring for their newborn or newly adopted child.

12.2.1 Parental leave without pay will be granted on written request, subject to the other provisions of this Clause 12.2.

12.2.1.1 For a parent who takes leave under clause 12.1, they will be entitled to up to sixty-one (61) consecutive weeks of unpaid leave, which must begin, unless the employer and the employee agree otherwise, immediately after the end of the maternity leave as per clause 12.1

12.2.1.2 For a parent, other than the adopting parent, who does not take leave under clause 12.1, they will be entitled up to sixty-two (62) consecutive weeks of unpaid leave, which must begin within seventy-eight (78) weeks after the birth of the child.

12.2.1.3 For an adopting parent, they will be entitled to up to sixty-two (62) consecutive weeks of unpaid leave, which must begin within seventy-eight (78) weeks after the child is placed with the parent.

12.2.2 A **parent may** apply for parental leave at least four (4) weeks prior to the leave and will provide a certificate from a medical doctor stating the date of birth or probable date of birth if a certificate has not already been provided **or a letter from the agency that placed the child confirming adoption.**

12.3 General Conditions

12.3.1 The services of an employee on any parenting leave will be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee. In the case of temporary employees, this will apply only while their temporary positions exist.

12.3.2 The University will continue to make payments to the benefit plans in the same manner as if the employee were not absent where:

- the University pays the total cost of the plan;
- the employee continues to pay the employee's share of the cost of a plan that is paid for jointly by the University and the employee.

In the case of temporary employees, this will apply only while their temporary positions exist.

- 12.3.3 All benefit plan coverages, terms, conditions and eligibility requirements will at all times be covered by the actual terms and conditions of the benefit plan contracts.
- 12.3.4 For the purposes of pension contributions, the **plan rules apply**.
- 12.3.5 **Gratuity credits** are not earned during the leave.
- 12.3.6 Employees who return from parenting leave will be reinstated in their previous positions, with all increments to wages and benefits which they would have been entitled to had the leave not been taken. This will apply to temporary employees only if their temporary positions still exist.
- 12.3.7 If the University has suspended or discontinued operations during the parenting leave and has not resumed operations on the expiry of the leave, the University will, on resumption of operations and subject to seniority provisions in this Agreement, comply with the provisions of Clause 13.0, Layoff, Recall and Severance Pay, and Clause 12.3.6.
- 12.3.8 The University will not terminate an employee or change a condition of employment because of parenting leave or pregnancy unless the employee has been absent for a period exceeding the period of leave.
- 12.3.9 The burden of proof is on the University that the termination of an employee or a change in a condition of employment is not because of parenting leave or pregnancy.
- 12.3.10 Employees who have exhausted their parenting leave entitlements may apply for additional leave as provided for in Clause 11.8 Leave of Absence Without Pay.
- 12.3.11 Employees who receive additional leave without pay as provided for in Clause 12.3.10 may continue their benefits by paying the full cost of the premiums. Employees are eligible to continue benefits only for a maximum of one (1) year in addition to the legislated maternity leave and the parental leave.
- 12.3.12 If an employee is charged for any medical certificate required by Clause 12.0, the University will reimburse the employee for the certificate upon presentation of a receipt.
- 12.3.13 If the provisions of the *Employment Standards Act* of BC are amended and provide superior conditions to those contained in this Clause 12.0, the superior provisions will apply.

12.4 Regular Supplementary Employment Benefits

- 12.4.1 The University will provide a Supplementary Employment Benefit (SEB) Plan for permanent employees on maternity or parental leave.
- 12.4.2 The SEB Plan will also apply to temporary employees who have completed one (1) continuous year of service averaging twenty-one (21) hours per week or more over the year who are on maternity or parental leave.
- 12.4.3 The SEB Plan is to supplement the Employment Insurance Benefits received by employees for temporary unemployment caused by maternity or parental leave.

- 12.4.4 Except as provided for in Clause 12.5, Special Supplementary Employment Benefits, the SEB Plan will provide covered employees with one hundred twenty five dollars (\$125) per week for seventeen (17) weeks if the employees are on maternity leave, or twelve (12) weeks if on parental leave.
- 12.4.5 If employees receive Special SEB payments as provided for in Clause 12.5, they will be eligible to receive regular SEB payments but the maximum received from the two plans will be seventeen (17) weeks.
- 12.4.6 Consistent with Employment Insurance Regulations, an employee who adopts a special needs child who is older than six (6) months will receive seventeen (17) weeks of SEB payments.
- 12.4.7 Employees who receive these benefits for maternity leave are not eligible to receive them for parental leave.
- 12.4.8 Employees must prove that they have applied for and are in receipt of Employment Insurance Benefits in order to receive SEB payments.
- 12.4.9 SEB is payable for the **one (1)** week Employment Insurance waiting period.

12.5 Special Supplementary Employment Benefits

- 12.5.1 The University will provide a Special Supplementary Employment Benefit Plan (SSEB) to supplement the Employment Insurance Benefits received by employees on maternity leave who are unable to work due to a health-related absence as defined in Clause 12.1.10.
- 12.5.2 The SSEB will be paid subject to the following:
- for permanent employees: for a maximum of three (3) months in accordance with Clause 10.5.1;
 - for probationary employees: for a maximum of five (5) days in accordance with Clause 10.5.2;
 - for temporary employees: for a maximum of their accumulated sick leave credits, in accordance with Clause 2.4.21.
- 12.5.3 The benefit level paid under this SSEB Plan is set at ninety-five percent (95%) of normal gross pay minus **Maternity or Sickness** Employment Insurance Benefits and required deductions.
- 12.5.4 Employees must prove that they are in receipt of Employment Insurance Benefits in order to receive SSEB payments.
- 12.5.5 This plan is payable for the **one (1)** week Employment Insurance waiting period.

13.0 Layoff, Recall and Severance Pay

13.1 Layoff

- 13.1.1 Should the University be required to reduce staff or eliminate positions covered by this Agreement, the Union will be consulted prior to the University taking any action. When possible, the University will layoff casual, temporary and probationary employees, in that order, before laying off permanent employees.

- 13.1.2 Probationary employees who are to be laid-off will receive two (2) weeks' notice or pay if notice is not given.
- 13.1.3 Permanent employees who are to be laid-off will receive the following notice or pay if notice is not given:
- 0-36 months service: four (4) weeks notice;
 - 36 months service and over: one (1) additional week notice for each year of service, to a maximum total of eight (8) weeks notice.
- 13.1.4 Permanent employees who are subject to layoff under Clause 13.1.1 may apply their seniority in the bargaining unit to displace employees with less seniority than their own provided they possess the ability to adequately perform the work of the employees being displaced, and provided they exercise their bumping rights within ten (10) working days from the notice of layoff.
- 13.1.5 Permanent employees who assume positions in lower pay grades will have their current salaries protected until the rate for the new position exceeds the protected rate.
- 13.1.6 Should permanent employees assume part-time positions, their salaries will be pro-rated.

13.2 Recall

- 13.2.1 If the University determines that staff can be increased, employees who have been laid-off will be recalled in the order of their seniority, provided they have the ability to adequately perform the work made available to them.
- 13.2.2 The University will give notice of recall by registered mail to the employee, who must report to work within ten (10) working days of receipt or forfeit any future rights to recall, unless, on reasonable grounds, the employee is unable to report for work at that time. If the position available is at a lower pay grade than that occupied at the time of layoff, recall rights will not be forfeited.
- 13.2.3 Laid-off employees engaged in alternate employment and who are recalled will be permitted to give their current employer reasonable notice of termination to accept the recall.
- 13.2.4 No new employee will be hired until laid-off employees have been given the opportunity of recall.
- 13.2.5 Recall rights will apply for twelve (12) months following the date of layoff. Employees opting for recall may elect to delay the start of their recall period for up to twelve (12) months following the date of layoff in order to undertake additional, self-funded training. It is agreed that employees who exercise this option will be entitled to access Emily Carr courses under the same conditions as outlined in Clause 15.4 (Emily Carr Courses).
- 13.2.6 An employee who opts for severance pay will forego all bumping and recall rights.
- 13.2.7 The University will supply, on request of the Union, the names of laid-off employees contacted in the filling of a particular vacancy.

13.3 Severance Pay

- 13.3.1 The University will make severance pay available to permanent employees in addition to the required notice or pay if notice is not given.
- 13.3.2 Temporary employees are eligible for severance pay as provided for in Clause 2.4.27.
- 13.3.3 Casual and probationary employees are not eligible for severance pay.
- 13.3.4 The University will inform employees that they have the right to consult with the Union prior to accepting severance pay.
- 13.3.5 Employees who accept severance pay will give up all rights to displace other employees and all recall rights contained in Clauses 13.1 and 13.2. Should severance pay not be accepted, recall rights will be preserved.
- 13.3.6 Employees who accept severance pay will receive one (1) day's pay for each month of service, pro-rated for part-time employees, to a maximum of one hundred forty (140) day's pay.

14.0 Seniority

14.1 Definition

- 14.1.1 Seniority is defined as the length of service in the bargaining unit for all permanent employees.
- 14.1.2 Seniority will be a factor in determining preference or priority for promotion, transfer, demotion, layoff, permanent reduction of the work force, recall and access to preferred shifts, vacation, and other working conditions, as set out in other provisions of this Agreement.

14.2 Seniority List

- 14.2.1 The University will maintain a seniority list showing the current classification and the date upon which each employee's service commenced.
- 14.2.2 Where two or more employees commenced work on the same day, preference will be in accordance with the date of applications for employment.
- 14.2.3 An up-to-date seniority list will be sent to the Union and posted on the Union bulletin boards at the University in January of each year.

14.3 Loss of Seniority

- 14.3.1 Employees will not lose seniority rights if they are absent from work because of:
- sickness
 - disability
 - accident
 - layoff of less than one year
 - labour dispute, or
 - leave of absence approved by the University

14.3.2 Employees will only lose their seniority if:

- they are discharged for just cause and not reinstated;
- they voluntarily resign, or abandon their position;
- they voluntarily leave the bargaining unit, except as otherwise provided in this Agreement;
- they are laid-off for more than one (1) year; or
- they accept severance pay as provided for in Clause 13.3.

14.4 Service Transfer Agreement

14.4.1 CUPE local 15 members, hired directly from Langara College and the Vancouver Art Gallery, will be credited with their accumulated length of service for vacation, increment, and benefit entitlement purposes. Seniority will not be transferred.

15.0 Educational and Professional Development

15.1 Education Leave

15.1.1 The University will not unreasonably deny leave to attend an educational institution to a permanent employee with at least three (3) years of continuous service.

15.1.2 Applications for leave shall include the following:

- **Scope and nature of the scholarly activities**
- **Anticipated duration to completion**
- **Total anticipated leave requirements**

15.1.3 If leave is denied, the reasons for denial will be provided in writing to the employee, who may pursue the matter through the grievance procedure.

15.1.4 Extensions to leaves may be granted provided the total duration of the **extension** does not exceed the one (1) year.

15.1.5 Following the conclusion of the approved leave plan, a permanent employee may requalify for Education Leave after an additional three (3) years of continuous service. The service necessary for requalification may be lessened by mutual agreement.

15.1.6 Requests for education leave beyond that provided in Clauses 15.1.1 and 15.1.4 will be considered under Clause 11.8, Leave of Absence Without Pay.

15.1.7 Employees may apply to be reimbursed for the cost of courses, with prior approval of the University and subject to proof of successful completion or required attendance at the course is provided and the course is deemed by the University to be of significant benefit to the University and the employees.

15.1.8 Applications for education leave must normally be submitted to the **Manager and the Associate Vice-President, Human Resources** two (2) months prior to the beginning of the requested leave.

15.1.9 Education leaves will be without pay unless otherwise authorized. The normal benefit premium share will continue for the duration of the leave.

- 15.1.10 Employees who do not return to work for a period of time equivalent to the length of the leave of absence following an education leave will be required to repay any benefit premiums and tuition fees the University has paid on their behalf during the leave less any pro-rated amount for the portion of time served subsequent to the leave. Repayment may be deducted from any vacation, gratuity or other pay that the employees are entitled to.

15.2 Professional Development Leave

- 15.2.1 Professional Development Leave with pay is available to a maximum of ten (10) days a year (pro-rated for part-time employees) for each temporary and permanent employee who has completed one (1) year of continuous service.
- 15.2.2 Professional Development Leave may be used for attendance at workshops, conferences, courses, visits to other institutions, day lectures, seminars, symposiums, etc. which are deemed beneficial equally to the employee and the University.
- 15.2.3 Employees who wish Professional Development Leave will apply in writing to their Manager for leave approval with as much lead time as is possible.

15.3 Professional Development

- 15.3.1 Professional Development is available to each temporary and permanent employee who has completed one (1) year of continuous service.
- 15.3.2 Professional Development activities requested by the employee and taking place outside of their scheduled work time will be taken on their own time.

Where the University requires the employee to attend a course outside the employee's work time the employee will receive equivalent time off scheduled at a mutually convenient time.

- 15.3.3 Employees requesting Professional Development will submit a written application to the Professional Development Committee, with as much lead time as possible.
- 15.3.4 The Professional Development Committee is a committee consisting of three (3) Union and three (3) University representatives. The Committee will review individual professional development applications for approval.
- 15.3.5 The Committee will also review and consider other contractual provisions relating to education leave, training in response to technological change, and Emily Carr University courses and make recommendations to the respective principals.
- 15.3.6 The Committee may develop and arrange courses of benefit and interest to University employees including policy education.
- 15.3.7 The Committee will meet on University time.
- 15.3.8 The Committee will plan, implement and manage a new Employee Training Centre and program for the joint use of support and administrative staff for the purpose of facilitating individual and group training in University digital programs and technologies as University resources become available (see Clause 9.5.)

15.4 Emily Carr Courses

- 15.4.1 All employees may have registration fees waived for University courses subject to University policy and the following conditions.
- 15.4.2 Employees will take the courses on their time and not during assigned working hours.
- 15.4.3 Employees must register with the University Admissions Office and meet the necessary entrance requirements for the course.
- 15.4.4 If the potential enrolment of non-employee applicants for the course exceeds the maximum number of students allowed by the University and/or the designated instructor, employees will not be permitted to participate at that time.
- 15.4.5 Employees will not be counted as official "enrolled students" in order for the course to exceed the minimum number of students stipulated by the University and/or the designated instructor.
- 15.4.6 The Manager or designate may consider any request for rescheduling or leave of absence without pay to attend courses. Requests will be made in writing at least five (5) days prior to the commencement of the course. Rescheduling or leave will not adversely affect the operational requirements of the University.

16.0 Employee Rights

16.1 Human Rights

- 16.1.1 There will be no discrimination exercised or practised with respect to any employee by reason of **race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, or age of that person or because that person has been convicted of a criminal summary conviction offence that is unrelated to the employment or to the intended employment of that person** nor by reason of an employee's membership or activity in the Union.

16.1.2 Harassment

Harassment is a form of discrimination that adversely affects the recipients on one or more of the prohibited grounds under the BC Human Rights Code as referenced in Clause 16.1.1. Harassment in the workplace is unacceptable. CUPE Local 15 and the University are committed to providing a working and learning environment free of harassment. Harassment is a serious offence that may be cause for disciplinary sanctions including, where appropriate, dismissal.

Harassment as defined above is behaviour or the effect of behaviour, whether direct or indirect, which meets one of the following conditions:

- is abusive or demeaning;
- would be viewed by a reasonable person experiencing the behaviour or effect of the behaviour, as an interference with **their** participation in an institution related activity;
- creates a poisoned environment.

Sexual harassment is behaviour of a sexual nature by a person who knows or ought reasonably to know that the behaviour is unwanted or unwelcome; and

- which interferes with another person's participation in an institution related activity, or
- leads to or implies employment, or academically-related consequences for the person harassed, or which creates a poisoned environment.

Violations of Clauses 16.1.1 or 16.1.2 will be eligible to be processed under the grievance procedure, Clause 6.0 until which time as a mutually agreeable alternative dispute resolution mechanism is developed.

16.2 Personal Duties

16.2.1 Employees will not be required to perform duties of a personal nature for supervisory personnel.

16.2.2 Employees' refusal to perform such duties will not be considered a violation of this Agreement, nor will it be grounds for disciplinary action.

17.0 Notification and Filling of Vacancies

17.1 Notification of Vacancies

17.1.1 Before filling any temporary vacancy expected to exceed three (3) continuous months or any permanent vacancy covered by this Agreement, notice of the vacancy will be posted in a conspicuous place on a bulletin board designated exclusively for that purpose by the University for a minimum of ten (10) working days. Notices will be mailed to employees who are expecting to be away from the University. The request for mailing will be in writing and submitted to Human Resources.

17.1.2 If a temporary vacancy which was not expected to exceed three (3) continuous months eventually does exceed three (3) months, it will be posted at that time.

17.1.3 A temporary vacancy of uncertain length beyond the University's control, such as a sick leave replacement, may be posted with a note that the actual length of the temporary work may be shorter or longer than that indicated.

17.1.4 The notice of vacancy will include the job title, qualifications required, outline of general duties, hours and days of work, pay grade, salary range and any premiums, length of any temporary assignment, the duty period if it is a Term position, competition closing date and job location, without prejudice to the University's right to transfer employees.

17.1.5 All notices required by this clause will be sent to the Union.

17.1.6 Employees who are interested in career development opportunities and have provided advice of their interest to Human Resources and their manager may be considered for casual assignments provided they possess the ability to adequately perform the work, and subject to the approval of their current supervisor and the casual assignment supervisor. This only applies to positions that are not subject to posting in accordance with 17.1.1.

17.2 Filling of Vacancies

17.2.1 In filling vacancies, internal applicants will be considered prior to any external applicants.

- 17.2.2 Where there are two or more permanent employees who are capable of doing the job to the standard required by the University, the job will be awarded to the senior applicant.
- 17.2.3 External applicants will be considered only where there is no internal applicant capable of doing the job to the standard required by the University.
- 17.2.4 Employees who have not been selected for a posted vacancy may, following discussion with the person responsible for the decision, request and receive the specific reasons in writing why they were not selected. If employees choose to initiate a grievance over their non-selection, the grievance time limits in Clause 6.0 will begin when the employees have received the written reasons for non-selection.
- 17.2.5 Temporary employees will be considered for vacancies as provided for in Clause 2.4.28.

17.3 Promotion or Transfer

- 17.3.1 Employees who are promoted or transferred to new positions will serve a three (3) month working trial period in the new positions before being confirmed in the appointment. The trial period may be extended by mutual agreement. Requests for extensions will not be unreasonably denied.
- 17.3.2 Employees wishing to return to their previous position, may do so within the three (3) month trial period, by providing two (2) weeks notice.**
- 17.3.3 Employees **may exercise their right of return to their previous position if they are not successful in the trial period, or if they choose to return within their trial period.** The University will notify any employees who may be affected by this clause when it makes an offer of employment and in the appointment letters.
- 17.3.4 Permanent employees who are promoted or transferred to temporary positions will return to their previous positions when the temporary assignments are complete.
- 17.3.5 Upon promotions through competition, employees will be placed on the scale according to their length of service with the University and without change to their increment date.

17.4 Rehiring

- 17.4.1 Former employees who are rehired on a permanent (including probationary) basis within twelve (12) months of leaving employment will be credited with:
- length of service for benefit, increment and vacation entitlement;
 - sick and gratuity leave credits (for which they had not been previously paid); and
 - seniority
- that they had accumulated, except where severance pay has been accepted.
- 17.4.2 Employees rehired on a temporary or casual basis within twelve (12) months will be credited with accumulated length of service as applicable under their current status, including increments.

18.0 Health and Safety

18.1 Workers Compensation Act

The University and the Union agree to comply with all regulations made pursuant to the Workers Compensation Act, or any other statute of the Province of British Columbia pertaining to the safe working environment of the faculty, staff, students and the University.

18.2 It is agreed that the maintenance of a safe, non-hazardous and sanitary environment requires the cooperation and contribution of every employee and of the University. Accordingly, Employees are obligated to fully comply with any and all reasonable rules of conduct established by the University.

18.3 Pursuant to Division 4 of the Workers Compensation Act, the University shall maintain an Occupational Health and Safety Committee which includes at least one representative selected by the Union. Participation on this committee shall be without loss of pay and shall be considered service to the University.

18.4 The Occupational Health and Safety Committee shall hold meetings at regular intervals and where necessary on an expedited basis to consider any unsafe, hazardous, violent, or dangerous conditions in the workplace, to review any specific complaints pertaining thereto, and to make recommendations pertaining to the alleviation and elimination of occupational health and safety hazards and unfavourable conditions. A copy of all minutes of the Health and Safety Committee shall be made available to all employees.

18.5 Every Employee is obligated to report at the first possible opportunity any injury or accident and/or any unsafe, hazardous, violent, or unsanitary condition which might result in an injury or accident, to First Aid personnel and to their immediate supervisor.

18.6 The Occupational Health and Safety Committee shall be notified of each accident or injury and may investigate and make recommendations as appropriate. Recommendations will be reported to the relevant personnel and supervisor.

18.7 Employees have the right to refuse to perform work they reasonably consider to be unsafe, including for pregnant employees. The employee must report the unsafe condition to **their** supervisor or to the appropriate person in Administration. No employees shall lose pay, benefits or seniority, or be subject to discipline for refusing to perform duties **they** reasonably considered to be unsafe. Resolution procedures will be in accordance with WCB.

18.8 All computer installations and usage will meet the regulations and guidelines of the Workers Compensation Act (WCB).

18.9 Training

CUPE representatives to the Occupational Health and Safety Committee are entitled to paid training time in accordance with the Workers Compensation Act and subject to operational requirements.

18.10 Protective Clothing

18.10.1 The University will provide protective clothing and equipment determined necessary by the Occupational Health and Safety Committee.

18.10.2 Requests for replacement of safety gear which has deteriorated will not be unreasonably denied.

18.11 Employees with Disabilities

18.11.1 Every reasonable effort will be made to maintain employment for employees **with disabilities who are** in receipt of a medical certificate advising against performing their regular duties by providing these employees with work that is compatible with their abilities but does not create unnecessary work.

18.12 Pregnant Employees

18.12.1 Every reasonable effort will be made to maintain employment for **pregnant employees** in receipt of a medical certificate advising against performing their regular duties by providing these employees with work that is compatible with their abilities but does not create unnecessary work.

18.12.2 Pregnant employees will be entitled, upon request, to be transferred away from work that involves hazardous fumes, chemicals, **irritating materials**, magnetic fields, and/or heavy lifting without loss of pay.

18.13 First Aid Training

18.13.1 The normal hours of work and overtime provisions will be relaxed to allow for first aid training as provided for in this Clause 18.13.

18.13.2 Employees who have been designated and agreed to serve as Industrial First Aid attendants will have course and material fees paid by the University for obtaining, maintaining or upgrading an Industrial First Aid ticket.

18.13.3 Employees will be given leave with pay to attend these courses.

18.13.4 Every effort will be made to enable employees to take the regular course. However, an employee may elect to take the evening or compressed course.

18.14 First Aid Premium

Employees required to hold an Industrial First Aid ticket will be paid the following premiums:

- "A" Ticket: \$120 per month
- "B" Ticket: \$100 per month
- "C" Ticket: \$80 per month

19.0 Workplace Changes

When the University intends to make substantive changes that will affect staffing, work processes, work priorities or workspaces, it will discuss the proposed changes with **the Union and** all affected employees to afford the opportunity for input prior to making the changes.

19.1 Technological Change

19.1.1 Definition

Technological change will mean the introduction by the University of a change in its work, undertaking or business, or a change in its equipment or material from the equipment or material previously used, or a change in the manner the University carries on its work, undertaking or business related to the introduction of new equipment or material.

19.1.2 Introduction of Technological Change

19.1.2.1 The University will not introduce any technological change, as defined in Clause 19.1.1, which would adversely affect one or more employees in matters such as wages, working conditions, health and safety, security of employment or other related concerns during the life of this Agreement.

19.1.2.2 The University will provide the Union with complete information as far in advance as possible of any proposed technological change.

19.1.3 Training

Where new equipment or other new technology is introduced for which training is required, the University will provide adequate training as it determines is appropriate to the need. Training will normally be on University time, but if the training is arranged on an evening or other basis, there will be compensating time off at straight time.

19.2 General Changes

19.2.1 Any reports or recommendations about to be made to the University dealing with matters covered by this Agreement, including recommendations for changes in methods of operation that may affect wage rates, will be made known to the Union before they are dealt with by the University to allow the Union reasonable opportunity to consider them and to make representations to the University concerning them.

19.2.2 If employees are deprived of employment by an implementation of these changes, they will receive priority consideration for other employment with the University provided they possess the ability to adequately perform the work in question. This priority consideration will be consistent with the lay-off provisions and other clauses dealing with acquired rights.

19.3 Notice of Construction and Workplace Changes

The University will provide advance notice to all employees who may be affected by construction, renovations, repairs and maintenance, including the use of chemicals, so that the employees may make alternate arrangements to minimize disruption to their work.

20.0 Miscellaneous Issues

20.1 Personnel File

20.1.1 Employees or their designates will have access to all material in their personnel files at a time which is mutually convenient to the University and the employees in the presence of someone authorized by the University.

- 20.1.2 Upon written request by the employee, the University shall remove disciplinary letters and written reprimands from the employee's personnel file that are three years or older, provided that there have been no further disciplinary infractions of any nature within the preceding three year period.
- 20.1.3 Letters of discipline or written reprimands placed on an employee's file will be copied to the employee, within ten (10) working days, indicating placement on the file.
- 20.1.4 Failure to notify employees will result in the removal of the material from the file.
- 20.1.5 Any material placed on a file prior to 1 April 1992 will not be subject to Clauses 20.1.2, 20.1.3 or 20.1.4.
- 20.1.6 Except for routine administrative access, files will be open to other persons only with the written consent of the employee concerned.
- 20.1.7 A separate file will be established for grievance correspondence.

20.2 Correspondence

- 20.2.1 The University will make every effort to copy the Union on any and all correspondence to members of the bargaining unit that applies or interprets the Agreement or letters of termination or is a statement of University policy, or is a general notice for employees.
- 20.2.2 Should the University inadvertently fail to copy the Union on any of this correspondence, no penalty will apply. Should an error be discovered, it will be corrected retroactively.

20.3 Excess Workload

- 20.3.1 When an employee is absent, another employee may be required to carry out some of the duties of the absent employee. In this event, priorities will be established by the employee and supervisor to accommodate the work to be performed. This clause is not intended to supersede Clause 9.3, Substitution.
- 20.3.2 Employees who have concerns about workload may consult with their immediate supervisors to review priorities and explore other strategies to resolve the workload problem.
- 20.3.3 If the concern is not resolved, the employees or the employees' shop steward may refer the matter to the Associate Vice-President, Human Resources, the Vice President Academic and Provost or the Vice President Finance and Administration who will investigate the matter and recommend solutions.
- 20.3.4 The University is committed to providing employees with a humane and supportive workplace. Issues surrounding workload will be dealt with by the University in this spirit.

20.4 Disciplinary Meetings

- 20.4.1 An employee shall have the right to shop steward representation at any formal meeting with the University regarding matters of a potentially disciplinary nature involving the employee, and at any disciplinary meeting with the University.

Where a meeting becomes disciplinary, or where an employee states they feel it is a disciplinary meeting, the employee has the right to have a shop steward present, even

if it involves temporarily adjourning the meeting. If the employee is a shop steward, the employee has the right to have another Union representative present.

20.4.2 The supervisor or manager will **notify the Union of any meetings of a disciplinary or potentially disciplinary nature, and** advise the employee of **their** right to have a shop steward present in advance of the meeting. **The university will also inform the Union of any member-on-member conflicts.**

20.4.3 **Employees may also bring Shop Steward representation to the following scheduled non-disciplinary meetings:**

- **Discussions around changes in duties**
- **Restructuring of departments**
- **Review or performance evaluations**
- **Testimony on internal investigations**

This provision is not meant to interfere with a manager's ability to conduct team meetings/discussions and to carry out day to day functions of an area.

20.4.4 **If Steward representation is requested by the employee, the Union will advise the University in advance of their attendance at these meetings.**

20.5 **Use of Audio and/or Video Recording Devices in Meetings**

20.5.1 **Audio and/or video recording devices cannot be used in meetings without employee's being informed in advance, and having given their explicit consent in writing.**

20.5.2 **In the event that an employee agrees to be recorded the university will inform the Union.**

20.5.3 **If an employee agrees to be recorded, a complete copy of the audio and/or video recording will be provided to the employee within five (5) days of the recording.**

20.5.4 **In the event a transcript is developed from the audio and/or video recording it too shall be shared with the employee.**

20.5.5 **Audio and/or video recordings and transcriptions pursuant to the recording will be stored in compliance with the *Freedom of Information and Protection of Privacy Act (FOIPPA)* and will not be kept in personnel files and except where required by law, will not be shared with anyone without the written consent of the employee.**

20.6 **Present Conditions and Benefits**

Any working conditions and welfare benefits, or other conditions of employment at present in force which are not specifically mentioned in this Agreement and are not contrary to its intention, will continue with full force and effect for the duration of this Agreement.

20.7 Production of Agreements

- 20.7.1 Agreements will be produced and distributed within sixty (60) calendar days of the Parties signing the Memorandum of Agreement. The University agrees to maintain the agreement on its intranet, once implemented.
- 20.7.2 The University and the Union will commit the necessary resources to accomplish this.
- 20.7.3 The University and the Union will alternate responsibility for producing the signing copies of the Agreement.
- 20.7.4 Sufficient copies of the Agreement will be produced for all existing and new employees, along with a reasonable number of copies for the use of the University and the Union.
- 20.7.5 The Union and the University will share equally the cost of producing copies of the Agreement.

20.8 Employment Standards Act

- 20.8.1 The University will apply Sections 32(3) (Periods Free From Work), and 35 (Hours Free From Work) of the *Employment Standards Act*.
- 20.8.2 Other provisions of the *Employment Standards Act* will apply, as provided for in the Act.

20.9 Ethics and University Policy

If employees feel they are being asked to do something unethical or in violation of University policy, they may pursue the matter through the grievance procedure (Clause 6.0) but this will not be arbitrable.

20.10 Discipline or Dismissal

- 20.10.1 The Labour Relations Code, Section 84(3), currently requires the following provision to be in the Agreement: "The employer will not dismiss or discipline an employee bound by this agreement except for just and reasonable cause."
- 20.10.2 If the legislation changes, the Agreement will be changed accordingly.

20.11 Written Response

Employees or the Union are entitled to receive a written answer or confirmation of receipt to any written enquiry or question concerning the interpretation or application of the Agreement, University policy or University benefit plans. The response will normally be within ten (10) working days. Where this is not possible, the University will provide an estimate of when the employee or Union may expect a full timely answer to the enquiry or question. Where the University requests information of the Union, the Union will provide a response within these same parameters.

20.12 Public University Board Meetings

The University will provide the Union with minutes of all public University Board meetings. The University will provide the Union with agendas in advance of the meetings.

20.13 Early Return From Leave

20.13.1 Positions vacated by Permanent internal candidates will be posted as a Temporary vacancy of uncertain length pending the possible return of the incumbent and will indicate the anticipated length of the Temporary assignment, which may be shorter or longer than the date indicated.

20.13.2 Employees on leaves allowed by this Agreement **may return to their position prior to the scheduled return date, by providing the University with one (1) months written notice. Their temporary replacement** will be offered any available casual work for which they are qualified.

20.13.3 Employees who accept casual work will be paid the hourly rate for the classification plus four and four-tenths percent (4.4%) in lieu of general holidays. Step placement and vacation pay will be based on accumulated casual service.

20.13.4 In accordance with existing pension legislation, if employees are contributors to the Municipal Pension Plan, all hours, excluding overtime, are pensionable and will contribute to pensionable service.

20.14 Recovery of Overpayments

20.14.1 It is the intention of the University to recover overpaid wages occurring due to clerical error using the procedure contained in this Clause 20.14.

20.14.2 When an obvious overpayment has occurred, it may be corrected within one (1) month of its occurrence, without need for consultation with the affected employee or the Union.

20.14.3 If an overpayment occurred which was not corrected within one (1) month of its occurrence, the University will notify the affected employee and the Union in writing, specifying:

- the amount of overpayment claimed;
- a general description of the situation which gave rise to the claimed overpayment;
- a detailed calculation of the claimed overpayment;
- the intended schedule of recovery; and
- the employee's right to consult with the Union regarding this matter.

20.14.4 Should the employee or the Union dispute either the intended recovery or the calculation provided, the matter will be discussed informally with the Associate Vice-President, Human Resources and an effort made to reconcile the calculation and to accommodate the employee regarding the schedule of recovery. If alternate arrangements are agreed, they will be confirmed in writing to all concerned.

20.14.5 If agreement cannot be reached informally, the matter will be dealt with through the grievance procedure commencing at Step 2. Recovery will not proceed until the grievance is resolved.

20.14.6 If the employee leaves the employment of the University before recovery is accomplished, complete recovery will form part of the normal end-of-employment reconciliation practices.

20.14.7 This Clause 20.14 does not apply to normal reconciliation at the end of employment for vacation, gratuity leave and other entitlements where reconciliation is clearly specified in the Agreement, or to garnishees or other court-ordered claims initiated by a third party.

20.15 Hiring Committees

20.15.1 Supervisors who are Union members will be on hiring committees for positions they supervise. The University will not be required to delay the hiring process or contact employees if employees are on leave.

20.15.2 **If hiring for a CUPE supervisory position, the University will make every reasonable effort to have a CUPE member from that area on the hiring committee.**

20.16 Singular and Plural

When the singular is used in this Agreement, it will include the plural, and vice versa, when the context requires.

20.17 Personal Computer Purchase Plan

The University agrees to include support staff in the Computer Purchase Assistance Plan. **Devices available under the plan are limited to:**

- **Desktop computer**
- **Laptop computer**
- **Tablet**
- **Smart phone**

20.18 Bike Purchase Plan

Employees are eligible to participate in the University Bike Purchase Assistance Plan, if available, in accordance with the terms set by the University and as amended from time to time.

20.19 Intellectual Property

The Parties to this Collective Agreement agree to be governed by the laws, regulations and guidelines applicable to copyright established by the Federal Government as set out in Board-approved University Policy.

20.20 Excluded Positions

The University will provide the Union with all postings of new permanent positions considered managerial exclusions. The Parties may meet to review the responsibilities of the position.

This Agreement signed on the _____ day of _____ **2021.**

For the Union:

Warren Williams
President

Debbie Mohabir
Secretary-Treasurer

Kathie Currie
Staff Representative

Brian Fössl
Bargaining Committee

Alex Fowler
Bargaining Committee

Gaye Fowler
Bargaining Committee

Emma Somers
Bargaining Committee

For the University:

Kim Peacock
Chairman, Board of Governors

Gillian Siddall
President

Michael Clifford
Vice President Finance and Administration

Adrian Tees
Associate VP, Human Resources

FOR PSEA:

Michael Marchbank
Chairperson, PSEA Board of Directors

Schedule A
Allocation of Classifications to Pay Grades

Pay Grade	Classification	Working Titles Covered
A		
B	Receptionist Mailroom/Copy Clerk	Receptionist B Mailroom/Copy Clerk
C	Accounting Clerk 1 Administrative Assistant C Library Assistant Receptionist	Accounting Clerk 1, Cashier Administrative Assistant C, Advising Centre Administrative Assistant C, Admissions + Registration Administrative Assistant C, Continuing Studies Administrative Assistant C, Facilities Library Assistant Receptionist C
D	Accounting Clerk 3 Administrative Assistant D Technician	Accounting Clerk 3, Accounts Payable Administrative Assistant D, Admissions + Recruitment Administrative Assistant D, CAFA Program Administrative Assistant D, Continuing Studies Administrative Assistant D, Financial Awards Administrative Assistant D, Industry Liaison Administrative Assistant D, International Education Administrative Assistant D, Records + Registration Administrative Assistant D, Special Projects + Youth Program Administrative Assistant D, University Advancement AV Technician
E	Accounting Clerk 3 Administrative Assistant E Bookstore Assistant Technician	Accounting Clerk 3, Accounts Receivable Administrative Assistant E, Continuing Studies Administrative Assistant E, Deans Office Administrative Assistant E, Facilities Administrative Assistant E, Grad Program Administrative Assistant E, Student Services Administrative Assistant E, Technical Services Administrative Assistant E, University Advancement Bookstore Assistant Continuing Studies Technician
F	Administrative Assistant F Library Assistant 4 Technician 1	Administrative Assistant F, Communications Administrative Assistant F, Research Ethics Board Administrative Assistant F, University Advancement Classroom Support Technician Junior Programmer* Library Assistant 4 Studio Technician 1, Photography Studio Technician 2, Output Service Bureau*

G	Administrative Assistant G Technician 2 Operating Engineer Payroll Clerk 3	Administrative Assistant G, Special Projects Computer Tech 2, Curriculum + Technical Support* Computer Technician 3, Workstations + Telephony* Continuing Studies Technician 2 Operating Engineer Payroll Clerk 3 Studio Technician 2, Tool Crib
H	Accounts Payable Supervisor Administrative Assistant H Advisor Program Assistant Senior Library Assistant 2 Studio Technician 2	Accounts Payable Supervisor Admissions Advisor Events Coordinator/Corporate Sponsorship Financial Awards Advisor Foundation Program Advisor International Education Advisor Registration Advisor IDS Technician 3* Intermediate Accountant Program Assistant, Continuing Studies Senior Library Assist 2, Circulation + Systems Supervisor Studio Technician 2, Ceramics Studio Technician 2, Painting Studio Technician 2, Shop Support
I	Coordinator, Publications Studio Technician 3 Senior Graphic Designer	CNC Technician 3 Coordinator, Publications Coordinator, Teaching + Learning Centre* Curriculum Mac Support Technician Gallery Assistant 1 IDS Technician 4* Senior Equipment Technician Senior Communications Designer Studio Technician 3, Animation Studio Technician 3, Communication Design Studio Technician 3, Foundation Studio Technician 3, Media Arts Studio Technician 3, Metal Shop Studio Technician 3, Mixed Media Sculpture Studio Technician 3, Output Service Bureau Studio Technician 3, Painting Studio Technician 3, Print Media Studio Technician 3, 3D Sculpture Studio Technician 3, Soft Shop/Embroidery
J	Audio Visual Coordinator Engineering Supervisor Senior Accountant Studio Technician 3	Audio Visual Coordinator Engineering Supervisor Gallery Assistant 2 Senior Accountant* Studio Technician 3, Ceramics
K		Coordinator of Photography Services
L	Shop Technologies Coordinator	Shop Technologies Coordinator
M		

*Anomaly positions as per Article 7

Schedule B

Annual Rates Effective 1 April 2019¹ Pay Equity Scale

Pay Grade	1	2	3	4
A	37,104.13	37,958.38	38,831.32	39,724.06
B	38,831.32	39,724.06	40,637.86	41,572.64
C	40,637.86	41,572.64	42,528.41	43,506.37
D	42,528.41	43,506.37	44,507.69	45,531.17
E	44,507.69	45,531.17	46,577.96	47,649.28
F	46,577.96	47,649.28	48,745.13	49,866.62
G	48,745.13	49,866.62	51,013.77	52,186.66
H	51,013.77	52,186.66	53,387.52	54,615.23
I	53,387.52	54,615.23	55,870.92	57,157.00
J	55,870.92	57,157.00	58,471.02	59,815.43
K	58,471.02	59,815.43	61,191.33	62,598.77
L	61,191.33	62,598.77	64,038.86	65,511.65
M	64,038.86	65,511.65	67,018.26	68,559.89

Employees whose regular shifts end at later than 7:00pm or who are required to work weekends will be paid a premium of **\$1.31** per hour for all hours worked. Shift premiums will not be paid for overtime hours worked.

¹The first day of the first full pay period after this date.

Schedule B

Monthly Rates Effective 1 April 2019¹ Pay Equity Scale

Pay Grade	1	2	3	4
A	3,092.01	3,163.20	3,235.94	3,310.34
B	3,235.94	3,310.34	3,386.49	3,464.39
C	3,386.49	3,464.39	3,544.03	3,625.53
D	3,544.03	3,625.53	3,708.97	3,794.26
E	3,708.97	3,794.26	3,881.50	3,970.77
F	3,881.50	3,970.77	4,062.09	4,155.55
G	4,062.09	4,155.55	4,251.15	4,348.89
H	4,251.15	4,348.89	4,448.96	4,551.27
I	4,448.96	4,551.27	4,655.91	4,763.08
J	4,655.91	4,763.08	4,872.59	4,984.62
K	4,872.59	4,984.62	5,099.28	5,216.56
L	5,099.28	5,216.56	5,336.57	5,459.30
M	5,336.57	5,459.30	5,584.86	5,713.32

Employees whose regular shifts end at later than 7:00pm or who are required to work weekends will be paid a premium of **\$1.31** per hour for all hours worked. Shift premiums will not be paid for overtime hours worked.

¹The first day of the first full pay period after this date.

Schedule B

Hourly Rates Effective 1 April 2019¹ Pay Equity Scale

Pay Grade	1	2	3	4
A	20.39	20.86	21.34	21.83
B	21.34	21.83	22.33	22.84
C	22.33	22.84	23.37	23.90
D	23.37	23.90	24.45	25.02
E	24.45	25.02	25.59	26.18
F	25.59	26.18	26.78	27.40
G	26.78	27.40	28.03	28.67
H	28.03	28.67	29.33	30.01
I	29.33	30.01	30.70	31.40
J	30.70	31.40	32.13	32.87
K	32.13	32.87	33.62	34.39
L	33.62	34.39	35.19	36.00
M	35.19	36.00	36.82	37.67

Employees whose regular shifts end at later than 7:00pm or who are required to work weekends will be paid a premium of **\$1.31** per hour for all hours worked. Shift premiums will not be paid for overtime hours worked.

¹The first day of the first full pay period after this date.

Schedule B

Annual Rates Effective 1 April 2020¹ Pay Equity Scale

Pay Grade	1	2	3	4
A	37,846.21	38,717.55	39,607.95	40,518.54
B	39,607.95	40,518.54	41,450.62	42,404.09
C	41,450.62	42,404.09	43,378.98	44,376.50
D	43,378.98	44,376.50	45,397.84	46,441.79
E	45,397.84	46,441.79	47,509.52	48,602.27
F	47,509.52	48,602.27	49,720.03	50,863.95
G	49,720.03	50,863.95	52,034.05	53,230.39
H	52,034.05	53,230.39	54,455.27	55,707.53
I	54,455.27	55,707.53	56,988.34	58,300.14
J	56,988.34	58,300.14	59,640.44	61,011.74
K	59,640.44	61,011.74	62,415.16	63,850.75
L	62,415.16	63,850.75	65,319.64	66,821.88
M	65,319.64	66,821.88	68,358.63	69,931.09

Employees whose regular shifts end at later than 7:00pm or who are required to work weekends will be paid a premium of **\$1.34** per hour for all hours worked. Shift premiums will not be paid for overtime hours worked.

¹The first day of the first full pay period after this date.

Schedule B

Monthly Rates Effective 1 April 2020¹ Pay Equity Scale

<i>Pay Grade</i>	1	2	3	4
A	3,153.85	3,226.46	3,300.66	3,376.55
B	3,300.66	3,376.55	3,454.22	3,533.67
C	3,454.22	3,533.67	3,614.92	3,698.04
D	3,614.92	3,698.04	3,783.15	3,870.15
E	3,783.15	3,870.15	3,959.13	4,050.19
F	3,959.13	4,050.19	4,143.34	4,238.66
G	4,143.34	4,238.66	4,336.17	4,435.87
H	4,336.17	4,435.87	4,537.94	4,642.29
I	4,537.94	4,642.29	4,749.03	4,858.35
J	4,749.03	4,858.35	4,970.04	5,084.31
K	4,970.04	5,084.31	5,201.26	5,320.90
L	5,201.26	5,320.90	5,443.30	5,568.49
M	5,443.30	5,568.49	5,696.55	5,827.59

Employees whose regular shifts end at later than 7:00pm or who are required to work weekends will be paid a premium of **\$1.34** per hour for all hours worked. Shift premiums will not be paid for overtime hours worked.

¹The first day of the first full pay period after this date.

Schedule B

Hourly Rates Effective 1 April 2020¹ Pay Equity Scale

Pay Grade	1	2	3	4
A	20.79	21.27	21.76	22.26
B	21.76	22.26	22.78	23.30
C	22.78	23.30	23.83	24.38
D	23.83	24.38	24.94	25.52
E	24.94	25.52	26.10	26.70
F	26.10	26.70	27.32	27.95
G	27.32	27.95	28.59	29.25
H	28.59	29.25	29.92	30.61
I	29.92	30.61	31.31	32.03
J	31.31	32.03	32.77	33.52
K	32.77	33.52	34.29	35.08
L	34.29	35.08	35.89	36.72
M	35.89	36.72	37.56	38.42

Employees whose regular shifts end at later than 7:00pm or who are required to work weekends will be paid a premium of **\$1.34** per hour for all hours worked. Shift premiums will not be paid for overtime hours worked.

¹The first day of the first full pay period after this date.

Schedule B

Annual Rates Effective 1 April 2021¹ Pay Equity Scale

Pay Grade	1	2	3	4
A	38,603.13	39,491.90	40,400.11	41,328.91
B	40,400.11	41,328.91	42,279.63	43,252.17
C	42,279.63	43,252.17	44,246.56	45,264.03
D	44,246.56	45,264.03	46,305.80	47,370.63
E	46,305.80	47,370.63	48,459.71	49,574.32
F	48,459.71	49,574.32	50,714.43	51,881.23
G	50,714.43	51,881.23	53,074.73	54,295.00
H	53,074.73	54,295.00	55,544.38	56,821.68
I	55,544.38	56,821.68	58,128.11	59,466.14
J	58,128.11	59,466.14	60,833.25	62,231.97
K	60,833.25	62,231.97	63,663.46	65,127.77
L	63,663.46	65,127.77	66,626.03	68,158.32
M	66,626.03	68,158.32	69,725.80	71,329.71

Employees whose regular shifts end at later than 7:00pm or who are required to work weekends will be paid a premium of **\$1.37** per hour for all hours worked. Shift premiums will not be paid for overtime hours worked.

¹The first day of the first full pay period after this date.

Schedule B

Monthly Rates Effective 1 April 2021¹ Pay Equity Scale

Pay Grade	1	2	3	4
A	3,216.93	3,290.99	3,366.68	3,444.08
B	3,366.68	3,444.08	3,523.30	3,604.35
C	3,523.30	3,604.35	3,687.21	3,772.00
D	3,687.21	3,772.00	3,858.82	3,947.55
E	3,858.82	3,947.55	4,038.31	4,131.19
F	4,038.31	4,131.19	4,226.20	4,323.44
G	4,226.20	4,323.44	4,422.89	4,524.58
H	4,422.89	4,524.58	4,628.70	4,735.14
I	4,628.70	4,735.14	4,844.01	4,955.51
J	4,844.01	4,955.51	5,069.44	5,186.00
K	5,069.44	5,186.00	5,305.29	5,427.31
L	5,305.29	5,427.31	5,552.17	5,679.86
M	5,552.17	5,679.86	5,810.48	5,944.14

Employees whose regular shifts end at later than 7:00pm or who are required to work weekends will be paid a premium of **\$1.37** per hour for all hours worked. Shift premiums will not be paid for overtime hours worked.

¹The first day of the first full pay period after this date.

Schedule B

Hourly Rates Effective 1 April 2021¹ Pay Equity Scale

Pay Grade	1	2	3	4
A	21.21	21.70	22.20	22.71
B	22.20	22.71	23.23	23.76
C	23.23	23.76	24.31	24.87
D	24.31	24.87	25.44	26.03
E	25.44	26.03	26.63	27.24
F	26.63	27.24	27.87	28.51
G	27.87	28.51	29.16	29.83
H	29.16	29.83	30.52	31.22
I	30.52	31.22	31.94	32.67
J	31.94	32.67	33.42	34.19
K	33.42	34.19	34.98	35.78
L	34.98	35.78	36.61	37.45
M	36.61	37.45	38.31	39.19

Employees whose regular shifts end at later than 7:00pm or who are required to work weekends will be paid a premium of **\$1.37** per hour for all hours worked. Shift premiums will not be paid for overtime hours worked.

¹The first day of the first full pay period after this date.

Schedule C

Letter of Understanding #1 – Great Northern Way

With regard to the GNW campus, the parties seek to establish and maintain a supportive and consultative relationship with the P3 partner, through ECU's General Manager P# Facility Operations.

The University and CUPE will strike a committee consisting of Administrators and CUPE representatives from the JCC, OHS, and CUPE Stewards. This committee will work with employees affect by new, ongoing or operational deficiencies, health and safety concerns or other issues as per 18.0, 19, 19.1, 19.2, 19.3.

The Committee will establish clear guidelines around the regular, transparent and timely reporting of P3 facility issues, and will monitor the effectiveness of the Universities actions with respect to any identified concerns and address issues as they arise.

Letter of Understanding #2 – Deferred Salary Leave Plan

The Parties agree to meet before the expiry of the Collective Agreement to continue discussions on the feasibility of and interest in establishing a Deferred Salary Leave Plan.

Letter of Understanding #3 – Discussions on Curricular Changes and their Impact

The parties agree to convene a working group of **two (2) Stewards, at least three (3) CUPE representatives from the Technical Services department from both studio and shop environments, and at least three (3) University representatives within six (6) months** of the ratification of the agreement.

The working group will review issues and recommend strategies to the Vice-President, Academic & Provost, to address the application of the collective agreement **regarding: expectations around technical instruction, curricular changes, and issues around the responsibilities of Technicians to ensure a safe work environment and the impact these matters have on CUPE staff.**

Proposals or recommendations having cost or collective agreement impacts will be brought back to the next round of collective bargaining and any collective agreement changes are subject to ratification by CUPE, the University and the Post-Secondary Employers' Association.

Other **employee** representatives from **within the University community** may be invited by **mutual agreement of** the committee to participate in relevant discussions.

Letter of Understanding #4 – Re-examination of the Gender Neutral Plan

The University and the Union agree to strike a committee of up to three (3) CUPE members and three (3) Administrative Staff, to re-examine the Definitions, Notes to Raters, Factor Weights, Point Banding and Position Description Questionnaire within the Gender Neutral Position Evaluation Plan (The Plan).

The committee will convene within six (6) months of ratification of the agreement, to begin the plan review and develop mutually agreed to recommendations for modifying the plan.

Following review, the committee will make recommendations to the parties for their consideration.

Letter of Understanding #5 – Change to Age Limit for Extended Health and Dental Coverage

The parties agree to increase the age limit from seventy (70) years of age to seventy-five (75) years of age for Extended Health and Dental Benefits as outlined in articles 10.8 and 10.13.

Letter of Understanding #6 – MSP Premiums

The parties recognize that the method of funding MSP has been changed.

If the government, at any time in the future, reverts to an individually paid premium system for basic medical insurance, the parties agree that the employer will pay 100% of the premium for employees on the same basis as exists in the 2014-2019 collective agreement.

Letter of Understanding #7 – Service Improvement Allocation (SIA)

The Service Improvement Allocation (SIA) will be used to support the professional, intellectual and cultural development of Emily Carr support staff to enhance the delivery of support services to our diverse student base of artists, designers, and media practitioners.

This Service Improvement Allocation is distinct from the Professional Development Funds outlined in Article 15.2 and will be administered through the Joint Professional Development Committee.

Training activities and opportunities supported by this allocation will focus on, but are not limited to:

- supporting cultural awareness
- furthering meaningful engagement
- fostering inclusivity
- promoting community
- supporting the development of research skills or areas of expertise that directly relate to and impact the student learning experience
- deepening understanding of artistic techniques or technological advances

The funding amounts will be in accordance with the following schedule:

Year 1: On April 1, 2019	Year 2: On April 1, 2020	Year 3: On April 1, 2021
\$17,000	\$34,300	\$52,000

For years one (1) and two (2), any unspent balance at the end of each fiscal year shall be carried forward and added to the allocation for the next fiscal year. For year three (3), funds not allocated within the fiscal year will be carried over for one (1) year only. The April 1, 2021 (year 3) amount (see above) represents ongoing funding for this initiative.

**Schedule D
Grievance Procedure**

			Time Limits			
Step	Method to Initiate	Who's Involved	Initiate or Advance	Meeting to Happen	Response	Comments
1	In writing to the Associate Vice-President, Human Resources and the Union Office indicating the nature	Employee/steward or Union rep and the Associate Vice-President, Human Resources or designate	Within 15 working days of the event or becoming aware	Within 10 working days	Within 10 working days of the meeting	The Associate Vice-President, Human Resources may be accompanied by another person
2	In writing to the Associate Vice-President, Human Resources and the Union Office	Employee/steward Union rep and Vice President Finance & Administration or designate	Within 10 working days of the Step 1 response	Within 10 working days	Within 10 working days of the meeting	The Vice President Finance + Administration may be accompanied by another person
3	In writing to the President and the Union Office	Not specified	Within 20 working days of the Step 2 response	Within 30 calendar days*	Within 30 calendar days*	This step is optional; either Party may request it and the other may refuse; the Parties can agree that this step is final and binding
4	In writing to the President and the Union Office	Not specified	Within 20 working days of the Step 2 or Step 3 response	Not specified**	Not specified**	The decision is final and binding

* The hearing and the response depend on the Investigator's schedule

** The hearing and the response depend on the Arbitrator's schedule

Schedule E

Table Showing Vacation Entitlement in Hours (see Clause 10.1)

Start Year	2011	2012	2013	2014	2015	2016	2017	2018	2019
2019	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	112*
2018	N/A	N/A	N/A	N/A	N/A	N/A	N/A	112*	147
2017	N/A	N/A	N/A	N/A	N/A	N/A	112*	147	147
2016	N/A	N/A	N/A	N/A	N/A	112*	147	147	147
2015	N/A	N/A	N/A	N/A	112*	147	147	147	147
2014	N/A	N/A	N/A	112*	147	147	147	147	154
2013	N/A	N/A	112*	147	147	147	147	154	161
2012	N/A	112*	147	147	147	147	154	161	168
2011	112*	147	147	147	147	154	161	168	175
2010	147	147	147	147	154	161	168	175	182
2009	147	147	147	154	161	168	175	182	189
2008	147	147	154	161	168	175	182	189	196
2007	147	154	161	168	175	182	189	196	203
2006	154	161	168	175	182	189	196	203	210
2005	161	168	175	182	189	196	203	210	217
2004	168	175	182	189	196	203	210	217	217
2003	175	182	189	196	203	210	217	217	217
2002	182	189	196	203	210	217	217	217	217
2001	189	196	203	210	217	217	217	217	217
2000	196	203	210	217	217	217	217	217	217
1999	203	210	217	217	217	217	217	217	217
1998	210	217	217	217	217	217	217	217	217
1997	217	217	217	217	217	217	217	217	217
1996	217	217	217	217	217	217	217	217	217
1995	217	217	217	217	217	217	217	217	217

* Vacation entitlement in the first year is 112 hours pro-rated

Schedule F

Labour Relations Code **(as of 2 November 1999)**

Adjustment Plan - Section 54

1. If an employer introduces or intends to introduce a measure, policy, practice or change that affects the terms, conditions or security of employment of a significant number of employees to whom a collective agreement applies:
 - a. The employer shall give notice to the trade union that is Party to the collective agreement at least 60 days before the date on which the measure, policy, practice or change is to be effected; and
 - b. After notice has been given, the employer and trade union must meet, in good faith, and endeavour to develop an adjustment plan, which may include provisions respecting any of the following:
 - (i) consideration of alternatives to the proposed measure, policy, practice or change, including amendment of provisions in the collective agreement
 - (ii) human resource planning and employee counselling and retraining
 - (iii) notice of termination
 - (iv) severance pay
 - (v) entitlement to pension and other benefits including early retirement benefits
 - (vi) a bipartite process for overseeing the implementation of the adjustment plan.
2. If, after meeting in accordance with subsection (1), the Parties have agreed to an adjustment plan, it is enforceable as if it were part of the collective agreement between the employer and the trade union.
3. Subsections (1) and (2) do not apply to the termination of the employment of employees exempted by section 65 of the *Employment Standards Act* from the application of section 64 of that Act.

(NOTE: Section 65 of the *Employment Standards Act* refers to termination for just cause, of casual employees, of temporary employees hired for periods of less than one (1) year, and of employees who have been offered and refused reasonable alternative work by the University.)

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