

CAUT
Bargaining Advisory

June 2017

Climate Change & Collective Bargaining

Human-induced climate change has serious environmental, economic and social consequences for all countries and all peoples and represents one of the most serious global challenges facing governments and society in the 21st century.

— Resolution 2.5.1, Education International World Congress 2011¹

Introduction

Many CAUT members are engaged in climate action through teaching, research and service. How can academic staff associations harness our collective mobilizing and bargaining power to green our workplaces?

There is a direct link between our working lives and climate change:

...work activities in developed countries are responsible for most greenhouse gas (GHG) emissions. Since GHG emissions generated by human activity are implicated in most global warming, what happens in the world of work, employment levels aside, has an impact on how quickly the world is warming.²

While different types of work have different degrees and forms of environmental impacts, two of the largest sources of greenhouse gas emissions are buildings and transportation. Post-secondary education institutions in Canada, with significant building assets and thousands of daily commuters, can reduce their carbon footprint.

Many universities and colleges have already taken up the challenge, developing and implementing climate action plans and sustainability frameworks.³

To advance institutional pathways to sustainability and accelerate impact, academic staff associations can bring the environment to the collective bargaining table.

Climate bargaining” can result in agreements that set:

...targets for GHG reduction, the timing for reaching those targets, an ongoing joint union-management environment committee that oversees the process of reducing GHGs. Over time climate bargaining should include the formal recognition of green stewards, and an agreement as to how the financial savings from reducing GHGs are to be allocated.⁴

1. See Appendix I for the complete resolution.

2. Lipsig-Mummé, Carla, and Stephen McBride. Kingston. *Work in a Warming World*, Introduction, pg. 3. School of Policy Studies, Queen's University. 2015.

3. Twenty-five university and college presidents have signed a Climate Change Statement of Action for Canada <http://www.climatechangeaction.ca/signatories>.

4. Lipsig-Mummé, Carla. "A Short Glossary of Climate Bargaining Terms." *Adapting Canadian Work and Workplaces to Respond to Climate Change*, 2015. Accessed online 25 May 2017: www.adaptingcanadianwork.ca/training/

Taking on this issue also provides an opportunity for associations to activate and engage members. Like any effective bargaining strategy, if the association is serious about pushing an environmental agenda at the bargaining table, the work begins long before negotiations start with an effective communications and membership engagement plan on environmental issues. Members must understand the environmental impact their institution has, why it is important to reduce it, and how they as individuals and collectively are part of the solution.

Research work also begins well in advance. Many institutions have implemented strategic sustainability and energy plans that audit existing resource use, establish quantifiable environmental goals, and elaborate a strategy for achieving these goals. Strategic plans typically focus on facilities issues including building design and retrofitting, energy and water conservation, transportation, and waste management and recycling; however, these plans may also include curricular and research initiatives. Most plans claim a commitment to stakeholder engagement, which provides an opportunity for associations to insist on meaningful representation and accountability.

Statements of principle

Statements of principle in the preamble or elsewhere in your collective agreement help set the tone and allow for the inclusion of environmental issues. CUPE 3886 at Royal Roads University included a statement of principle in its health and safety language:

In keeping with the University's environmental mission, the University and the Union are also committed to developing and maintaining high standards of environmental stewardship. Our mission is to be a global leader in environmental sustainability through innovative strategies which foster the protection and preservation of the environment.⁵

5. Article 28: Health and Safety, 28.01 Intent, CUPE 3886 – Royal Roads University Collective Agreement, 2010-2014.

CUPE 2099 and the City of Mount Pearl in Newfoundland and Labrador negotiated the following language:

The Employer and the Union agree that the limiting of environmental pollution is a desirable objective. Therefore, the parties affirm, according to their respective responsibilities, their joint objective to co-operate and promote jointly the objective of a pollution free environment at work and in the community.

CUPE 3012 and the Saskatchewan Council for International Co-operation in Regina adopted an extensive workplace environment policy that commits the employer and workers to:

Improve our quality of life by reducing air pollution and the greenhouse gas emissions that cause global warming. Implementing a Green Policy in the workplace improves health and safety standards while saving money and lowering the costs to the environment and future generations.

This policy includes an action plan for sustainable purchasing, energy conservation, waste reduction, green meetings, and green transportation options.

Environment committees

Another good place to start is by negotiating into your agreement a joint workplace environment committee. Such committees are not to supersede other bodies or committees on campus involved in environmental issues, but can be supportive of them. The benefit of a joint committee with the employer in the agreement is that it can provide access to information and resources that may not otherwise be available, and any commitments made by the employer in the language are enforceable.

Such committees can be a forum where your activist members can become engaged, explore options, and implement policies to reduce the institution's environmental footprint. The terms of reference need to give the committee the power to identify what information is needed, how it will be collected and assessed, and actions to be taken.

Some unions have chosen to expand the scope of their health and safety committee⁶ or joint consultation (Union/Management) committee⁷ to include environmental issues. In their 2015-2016 round of negotiations, the York University Faculty Association proposed in their opening package to expand the scope of Article 7.05 (Joint Subcommittee on Long Range Planning) by adding the following to the committee's terms of reference:

*(e) The implications and consequences of climate change as it affects the University, its campuses, faculty, staff, students and the wider community and the development of strategies and policies to deal with such.*⁸

Strategically, it is usually easier to get agreement to revise the terms of reference for an existing committee than it is to create a completely new one. This is especially true when there is some overlap, which is the case with health and safety and environmental issues. Bargaining is an incremental process and getting even some initial language into the agreement can be a first good step.

6. Collective Agreement. Article 27.01 Newfoundland Association of Public and Private Employees (NAPE). Group Homes – Government of Newfoundland. Article 27 "Occupational Health and Safety: The Employer agrees to co-operate fully with employees in the establishment and operation of an Occupational Health and Safety Committee. The Committee will address all requirements of the Occupational Health and Safety Act and deal with employee concerns regarding possibly dangerous or unsanitary working conditions. The mandate of this Committee shall be expanded to include environmental issues. Each home will continue to have an Occupational Health and Safety representative in accordance with the Act."

7. 17th Master Agreement, BCGEU – Public Service Agency, Government of BC, 17th Master Agreement. Ministry Joint Committee, Article 29.4 Responsibilities of Committee "c) The Committee shall also have the power to make recommendations to the Union and the Employer on the following general matters... (4) reviewing ways in which the Employer can reduce workplace consumption of non-renewable and renewable resources, increase the amount of material that is reused in the workplace and implement recycling programs;"

8. YUFA "Primary Negotiating Positions 2015 B. 8 Implications of Climate Change for the University" & "B.9 Disaster preparedness and disaster management" approved at the April 29, 2015 AGM.

However, it is important to recognize that adding to a committee's already busy workload will inevitably result in a lower amount of attention to environmental issues. A stand-alone committee may be a better option if a more dynamic and active environmental agenda is envisioned. The Pulp, Paper and Woodworkers Union negotiated the following:

*The Company agrees to establish a Joint Labour/Management Environmental Committee to review environmental issues at the Pulp Mill. The Committee will consist of two elected Union representatives and two management representatives. They will meet on a quarterly basis. The purpose of the committee will be to receive information, review problem areas and make appropriate suggestions regarding compliance.*⁹

Another example:

*If the Union requests, a Joint Environmental Protection Committee will be established at the mill. The purpose of the Committee will be to receive information, review problem areas, and make appropriate suggestions regarding compliance including challenges related to climate change.*¹⁰

In Australia, the union representing workers at the Australian Greenhouse Office (AGO) was able to leverage the employer's public relations interests to obtain significant commitments:

Article 10.02

As an agency within the Environment and Heritage Portfolio responsible for leading Australia's response to greenhouse [sic], the AGO has a responsibility to ensure that its own operations represent best practice from a greenhouse and environmental perspective. This responsibility is recognized in its membership of [sic] the Greenhouse Challenge... To help AGO achieve its environmental and social responsibility

9. Pulp, Paper and Woodworkers of Canada, Local 15 – Skookumchuk Operations, Collective Agreement, 2012-2017.

10. Art. XXIX Environmental Protection, Communications, Energy and paperworkers Union Local 1133 – Specialty Paper (Canfor Pulp Ltd), Collective Agreement 2012-2017.

objectives, an AGO Environmental and Community Support Committee has been established. It will report to the Chief Executive and comprise:

- Manager Corporate (Chair)
- A representative from Greenhouse Challenge
- Manager Parliamentary and Services
- AGO Econet officers
- A representative from each Branch 227.

The Terms of Reference of the Committee are to:

- Manage the implementation of the AGO Greenhouse Challenge agreement;
- Manage the environmental performance and presentation of the AGO accommodation;
- Manage AGO participation in the DEH econet scheme; and
- Manage AGO participation in community support activities/initiatives¹¹.

The University and College Union in the United Kingdom successfully negotiated the inclusion of the following language into the South Thames College Environmental Policy, which is specifically geared to increase membership engagement with environmental issues:

Workplace Environmental Reps

South Thames College recognizes that union reps play a key role in encouraging employee engagement. Union environmental reps can act as a conduit between management and staff, feeding concerns, suggestions and responses in both directions, and working with the workforce and management to develop best environmental practice, particularly in estates and human resource management. They can help review or shape environmental policies and initiatives, and ensure that such policies are properly understood, fit for purpose, and can be put into practical effect at each workplace.

UCU Environmental Reps will:

- Attend meetings of the STC Environment sub-group and Health, Safety and Environment Committee
- Promote environmentally sustainable workplace initiatives and practices
- Be consulted on workplace environmental policies and management systems
- Participate in environmental risk assessments
- Participate in environmental audits
- Promote environmental training opportunities within STC curriculum areas
- Such other activities that will enhance the contribution STC can make to a sustainable workplace

Comprehensive committee language is found in the Unifor/GM Agreement¹² (see Appendix II) and the College of Law/National Tertiary Education Union Agreement (see Appendix III). Both are copied in full because they take different approaches. The Unifor-GM approach is more focused on the committee structure and representation rights of the union's environmental representatives. The College of Law-NTEU language has a stronger emphasis on specific objectives and ends. Both examples include references to the parties' mutual concern and interest in reducing the environmental impact of their respective operations.

One of the positive goals in the NTEU language is to foster a "culture of environmental sustainability." As outlined above, the more members are engaged in an issue the more difficult it will be for the employer to ignore a union's demands. The NTEU language will help strengthen the hand of the members and the union to negotiate stronger language in the future.

11. Australian Greenhouse Office (AGO) – Enterprise Agreement, Art 224, 226 & 227, Community and Public Sector Union.

12. Master Agreement. Document 74: Memorandum of Understanding Health and Safety. Article XI CAW (now Unifor). Locals 199, 222, 636 – General Motors Canada (St. Catharines, Oshawa, Woodstock Operations). 2012-2016.

Buildings

Buildings are one of the largest emitters of greenhouse gas emissions in Canada. In recognition of green infrastructure needs on Canadian campuses, the federal budget in 2016 committed \$2 billion over 3 years to a new Post-Secondary Institutions Strategic Investment Fund.

Green bargaining could help accelerate emissions reductions from campus buildings by supporting the institution in setting and meeting targets and standards. Reducing building emissions is both an environmental win and an economic win, facilitating both environmental and financial sustainability.

The College of Law Enterprise Agreement, College of Law/National Tertiary Education Industry Union (NTEU) Australia 2010 - 2013 negotiated language relating to reducing building emissions:

Staff will be informed and consulted in a timely manner about any proposal or change in work practices or the built work environment intended to restrict carbon emissions, or reduce energy or water consumption. Such changes will not disadvantage staff in their employment;

New buildings and refurbishment projects affecting the built work environment should meet agreed energy efficiency standards.

Associations could collectively bargain a multi-year strategy for retrofitting and to ensure LEED (Leadership in Energy and Environmental Design) certification for new buildings and green roofs.

Transport

Another principle generator of greenhouse gas emissions (GHG) in the academic sector is transportation. Members of the academic community not only commute to and from the institution and between campuses, they also frequently travel to and host conferences and meetings.

The primary focus of the language identified and reviewed below is on strategies to increase the use of active transportation options. Other strategies include reducing travel and increasing use of video conferencing and offsetting for travel when it cannot be avoided.

In Manitoba, one local with the government employees' union has successfully negotiated a significant discount on public transit passes to encourage its use:

Article 65 EcoPass Program

Under the EcoPass Program, Travel Manitoba will provide a seventy-five percent (75%) discount to those employees participating in the EcoPass Program for the purposes of commuting between work and home.¹³

One PSAC local was able to negotiate an even broader benefit that includes employee's family members:

Article 19.09

To encourage employees and their family members' use of public transit, the Employer shall reimburse 50% of the cost of a pass on the City operated Public Transit system. For the purposes of this section, family means an Employee's spouse or partner and children living in the employee's residence.¹⁴

In British Columbia, the parties in one round of bargaining agreed to jointly research changes to local transit routes so that employees could use transit to get to work:

Letter of Understanding

The parties agree to the establishment of a working committee which will be charged with the responsibility of contacting the B.C. Transit system representatives to determine whether the existing transit system routing can be amended to provide for employees to travel to Howe Sound Pulp & Paper. The committee will report back their findings to the Joint Standing Committee.¹⁵

An example from Australia involves commitments by the employer to implement an active environmental program (without direct union involvement), including the provision of employee incentives and the investigation of alternative travel arrangements.

13. Manitoba Government and General Employees' Union Local 355 – Travel Manitoba, Collective Agreement 2014-2018.

14. PSAC Local YO23 Yukon Employees' Union – City of Whitehorse, Yukon Collective Agreement 2013-2017.

15. Unifor Local 1119– Howe Sound Pulp and Paper, Collective Agreement 2008-2012.

*Travelling Allowances (TA)**Article 6.53 Supporting Alternative Travel Options*

The Department is committed to encouraging and maintaining more environmentally friendly modes of transport. These include:

- a. The provision of greater incentives and access to facilities for employees to encourage walking, use of buses, car-pooling or cycling to and from work;*
- b. Use of the bicycle fleet during working hours;*
- c. Promoting the use of technological alternatives to air travel;*
- d. Investigating more efficient modes of work travel; and*
- e. Investigating ways to improve the performance of the vehicle fleet and a reduction in air travel through use of video conferencing facilities.¹⁶*

Employer interest in these initiatives may wane if there are no cost savings, which is evident in the CAW Agreement language below:

Letter 18.1 – Van Pool-Etobicoke Casting Plant

On April 4, 1977, the Company initiated the Commuter Van Pool Program on a pilot basis for the use of its employees in order to alleviate parking space problems and to promote fuel conservation measures in these times of energy consciousness. To date the program has been worthwhile as is evidenced by employee support and participation. As of this time, the Company intends to continue the program insofar as it remains economically and reasonably practicable to do so. The Company reserves the right to discontinue the program in the event the program becomes unfeasible.¹⁷

The Camosun College Faculty Association was able to leverage their contractual right to free parking to create an incentive for members to leave their cars at home.

The “Alternative Transportation Dividend Program” provides an annual benefit to members who do not bring their cars to work based on the savings attained.

This includes a “flex parking pass” which allows members to park up to half of the number of days in a year with a corresponding half dividend. The language can be found in Appendix IV.

“Telework”, which involves working remotely from home, may be an option for associations to consider, especially for professional members whose work is not in the classroom. Appendix V includes extensive language negotiated by COPE 378 whose members’ work can be accomplished at home.

The McMaster University Academic Librarians’ Association Agreement reflects the professional right of members to work at home with the condition that agreement with the employer is obtained if it is ongoing. Such language may be revised to encourage work at home for environmental reasons.

15.9 Working from Home Arrangements

The University recognizes that employees may work from home on occasion. If employees request to work from home on a continuing basis the following conditions shall pertain:

- (i) The employee will remain responsible for fulfilling all her on-campus commitments;*
- (ii) The employee and her supervisor must both agree to the arrangement;*
- (iii) The arrangement will be reviewed by the supervisor to determine continuing operational feasibility;*
- (iv) The arrangement must be documented in writing; and,*
- (v) No continuing arrangement will be longer than one year in duration, but may be renewed with the agreement of the employee and her supervisor.¹⁸*

Online or “distributed learning”¹⁹ courses also provide opportunities for members to work from home.

16. Dept of Sustainability, Environment, Water, Population and Communities (Government of Australia) – Enterprise Agreement 2011-2014.

17. CAW Production and Maintenance– Chrysler Canada Etobicoke Casting Plant, Collective Agreement 2012-2016.

18. McMaster University Academic Librarians’ Association – McMaster University, Collective Agreement 2015 – 2019.

19. 6.6.1 Distributed learning includes, but is not limited to, print based education courses, online or web-based instruction, video-conferencing, teleconferencing, instructional video and audio tapes, hybrid or mixed-mode programs and courses. Federation of Post-Secondary Educators of BC Common Agreement, 2014 – 2019.

The FPSE (Federation of Post-Secondary Educators of BC) Common Agreement (see Art 6.6.7 below) ensures that members are not obligated to instruct online courses from home, but does not restrict them from doing so. One major limitation and a disincentive is that the employer is only obligated to provide the necessary equipment if they agree that the member can work from home.

6.6. Education Technology/Distributed Learning

6.6.7. *Employees shall not be required to deliver distributed learning programs/ courses from their home. Employees delivering or developing distributed learning courses shall be provided with office space and the appropriate technology to support them in their work.*

6.6.8. *Where an employee has been assigned an online course and agrees to the employers' request to teach all or part of that course from home, the employer shall provide the appropriate technology and pay for the reasonable and approved cost of delivering those courses from home.*²⁰

Recycling

At the University of British Columbia (UBC), IUOE Local 882, whose members keep UBC's physical infrastructure functioning, negotiated two key environmental rights into their Agreement. Article 24 Recycling and Waste Reduction²¹ provides their members the ability to recycle the waste they generate instead of putting it in the trash:

The University will provide facilities for the safe reusing or recycling of waste materials generated on the job.

While all members would benefit from access to recycling, a version of the language above may be particularly useful for clinical faculty members or those engaged in scientific research.

Right to refuse Work

UBC also has a provision that provides their members protection from doing work that is contrary to environmental legislation:

An employee may refuse to perform work the completion of which would be an offence under provincial or federal environmental legislation.

Conclusion

Climate change is one of the most critical issues of our time. Collective bargaining can be an important tool to engage members and the institutions to accelerate transitions to a low carbon campus. Our future depends on collective, concerted action and leadership.

20. Ibid.

21. International union of Operating Engineers Local 882 – UBC Collective Agreement 2010-2014.

Appendix I

Composite Resolution: Education Unions Mobilizing on Climate Change²²

The 6th Education International (EI) World Congress meeting in Cape Town, South Africa, from 22 to 26 July 2011:

1. **Recognizes** that human-induced climate change has serious environmental, economic and social consequences for all countries and all peoples and represents one of the most serious global challenge facing governments and civil society in the 21st century;
2. **Rejects** all attempts to promote atomic power as a clean alternative to carbon emitting electricity production. Chernobyl and Fukushima have made it clear: nuclear energy is neither safe nor sustainable and should be substituted by renewable energy;
3. **Believes** that the global union federations have an important role in the shaping of opinion and policy on climate change and that action to mitigate the effects of climate change is critical for all trade unions because:
 - (i) The transition to a low carbon economy requires new patterns of production, consumption and employment; workers must be centrally involved in this transition;
 - (ii) Mitigation requires collective action by governments and all sectors of the economy, nationally and globally; unions are well placed to use their organizational and collective strength to bring about the structural changes needed to create new low carbon production and distribution systems.
4. **Asserts** the particularly important role of education and research in leading the debate on climate change, particularly in ensuring that the debate takes place on the basis of sound, scientifically based information.
5. **Declares** that education institutions, have a responsibility to reduce emissions as part of national and global collective action by all economic sectors:
6. **Recognizes** the need for a binding international agreement to supersede the Kyoto Protocol and the inadequacy of the framework for, and levels of, emission reductions pledged at the 2010 UN climate change conference in Cancun, Mexico: this agreement must include an international public research plan based on national, regional and international cooperation on the least polluting forms of energy, energy efficiency, energy sobriety and the necessary structural changes for the transition to a low greenhouse-gas emissions economy;
7. **Notes** that members of national education unions have an important role to play in educating students about the causes and the effects of climate change, and the necessary structural changes for the transition to a low greenhouse-gas production and distribution systems and in implementing carbon emission reduction measures in education institutions, particularly in the more energy-use intensive higher education and research sector:

22 . Education International, Composite Resolution 2.5.1 / 2.5.2 E 2.5.1/2.5.2. Human and Trade Union Rights and Equality / Climate change, Proposed by: Executive Board and UCU/United Kingdom. Original language: English.

- 8. Encourages** all member organisations to raise awareness of environmental issues by taking the following steps:
- a. Organise climate change awareness projects among their membership to help them explore ways to reduce pollution and save financial, environmental and material resources;
 - b. Promote environmentally-friendly workplace policies and practices;
 - c. Seek the extension of the role of union representatives in each workplace to ensure the development of climate change and sustainable development clauses to be included in negotiations with employers and in workplace agreements;
 - d. Demand that the curricula of all courses in educational institutions include specific sessions on climate change;
 - e. Draw on new work practices and collective bargaining measures to reduce the carbon footprint of education institutions;
 - f. Encourage all educators to teach future generations about the importance of sustainable development, bio-diversity and climate change through awareness-raising on indigenous ecosystems;
 - g. Ensure, in so far as possible, that members in the higher education and research sector lobby for their higher education institutions to sign up to the 1990 Talloires Declaration on University Presidents for a Sustainable Future and to endorse the 1994 Copernicus University Charter for Sustainable Development.
 - h. Promote climate change as an area of study in its own right and as a cross-curricular issue at all levels of education including teacher education;
 - i. Lobby for the protection of research programs and increased investment in research into climate change and sustainable development;
- 9. Mandates** the Executive Board to:
- (i) Include the issue of climate change on the agendas of its own meetings, conferences and seminars and in discussions with international bodies
 - (ii) Support global campaigns and initiatives by international trade union bodies and intergovernmental organisations to promote a transition to industries based on renewable energy produced at local level and which create environmentally and socially sustainable jobs with fair, equitable and just working conditions;
 - (iii) Ensure raising the awareness of members and of society through websites, article, training etc;
 - (iv) Ensure action-oriented information sharing between affiliates and EI, and between EI and other Global Union Federations (e.g. ITF);
 - (v) Ensure EI participation in the United Nations Decade of education for Sustainable Development (2005-2014) led by UNESCO.

Develop the setting up of an electronic network of interested affiliates to carry this program of work forward.

Appendix II

Environmental Committees

During the current negotiations, the parties discussed the implementation of Joint Workplace Environmental Committees. Each committee will consist of two (2) representatives selected by the Union and two (2) representatives selected by the company. The CAW Environmental Representative will be permitted to function for up to sixteen (16) hours per month and in addition may become a member of the plant Hazardous Material Control Committee. The other CAW Environmental Committee member would be permitted to attend the Joint Workplace Environment committee meetings.

The Joint Workplace Environment committee member shall:

1. Meet monthly at a mutually agreeable time and place to review and discuss issues involving the environment, recycling and energy conservation which pertain to General Motors of Canada Limited employees.
2. Discuss and make recommendations regarding potential future programs for the plant concerning the environment, recycling and energy conservation.
3. Promote and support ongoing programs in the plants relating to the environment.
4. Receive and discuss appropriate issues referred to them by the employees or the Company.
5. Develop and issue educational materials to employees and their families concerning the environment, recycling and energy conservation.
6. Receive environmental training from the Company during the annual meeting.

The CAW Environmental Representative shall be entitled to function as follows:

- A. St. Catharines, and Oshawa Car Assembly will each have one (1) CAW Environmental Representative who is entitled to function sixteen (16) hours per month.
- B. Woodstock PDC will have one (1) CAW Environmental Representative who is entitled to function eight (8) hours per month.

During the current negotiations, the Company and the Union had dialogue regarding their mutual concern for the environment. The parties acknowledged the efforts and the numerous positive results of the Workplace Environment Committees. Accordingly, the Company agreed to allow the CAW Environmental Representatives at the assembly and manufacturing plants to function an additional sixteen (16.0) hours per month in support of Company and plant environmental matters which are outside of, and in addition to, the Workplace Environmental Committee's efforts. Specifically, these activities may be directed toward ISO committees, community outreach and in-plant environmental awareness, promotion and other activities as agreed upon by the CAW Environmental Representative and the Company Environmental Representative.

The WFG Canadian Environmental Services, Regional Manager and the CAW National Health and Safety Coordinator, or their delegates, shall meet annually with the Joint Workplace Environment Committees from each plant location to discuss and share environmental committee activities. The expenses for these annual meeting shall be administered in the same manner as the Annual Joint Training for the Local Joint Health and Safety Committees.

The Company reserves the ability to withhold sensitive or confidential information which would not otherwise be available for general distribution within the Company or for public distribution due to its nature, proprietary or otherwise.

The parties recognize that joint efforts to address environmental issues are currently underway in various GMCL locations. This agreement is not intended to replace or restrict current local practices. Concerns with the application and administration of this document shall be subject matter for discussion and resolution between the CAW National Health and Safety coordinator and the Divisional Safety Manager.²³

23. Master Agreement. Document 74: Memorandum of Understanding Health and Safety. Article XI CAW (now Unifor). Locals 199, 222, 636 – General Motors Canada (St. Catharines, Oshawa, Woodstock Operations). 2012 – 2016.

Appendix III

Environmental Sustainability²⁴

- 9.1** The College of Law and its employees are committed to exploring initiatives and implementing practical measures that reduce the College's carbon footprint, promote environmental sustainability and minimize the unnecessary consumption of resources.
- 9.2** To achieve this, the parties agree to work effectively together to develop a culture of environmental sustainability and to adopt the following principles which will apply to the implementation of this clause:
- a) Staff will be kept regularly informed about the College's carbon emission, water and energy consumption levels;
 - b) Staff will be informed and consulted in a timely manner about any proposal or change in work practices or the built work environment intended to restrict carbon emissions, or reduce energy or water consumption. Such changes will not disadvantage staff in their employment;
 - c) Individual initiatives to reduce carbon emissions, energy or water consumption will be encouraged and supported;
 - d) New buildings and refurbishment projects affecting the built work environment should meet agreed energy efficiency standards.
- 9.3** The College will commit to build on the work already commenced; which has included:
- a) Staff survey on climate change and carbon management issues and how they impact; and
 - b) On College business and staff; and
 - c) Onsite review of the energy and carbon performance of the College; and
 - d) Workshop with the management team to develop a carbon management strategy.
- 9.4** The College will do this by:
- a) Investigating, monitoring, and making recommendations on:
 - i) The impact of climate change on work and work practices at the College.
 - ii) Ways in which the College can limit and reduce its carbon emissions and water and energy consumption levels, and develop environmentally sustainable work practices.
 - iii) How the College can reduce environmental risks in the workplace.
 - iv) College proposals and plans in relation to the built work environment.
 - v) Auditing and reporting of College carbon emissions, energy and water consumption, and of progress in the development of an environmentally responsible work culture;
 - b) Implementing a quarterly Environmental Management Bulletin to facilitate reporting of progress to staff.
 - c) Inviting input and suggestions from staff via the Quality Management System and quarterly bulletins.
 - d) Briefing and consulting the union nominees of Implementation Committee

24. Article 9: College of Law Enterprise Agreement, College of Law– National Tertiary Education Industry Union (NTEU) Australia 2010 – 2013.

Appendix IV

Parking²⁵

The Employer shall provide parking near the place of employment at no cost to the Employee. Such parking shall be subject to Canada Customs and Revenue Agency regulations with respect to taxable benefits.

Letter of agreement²⁶

Re: alternative transportation dividend program

The parties agree to implement an Alternative Transportation Dividend Program (Transportation Dividend Program). The program will follow the parameters and guidelines outlined as follows:

- The Program must be cost neutral for the Employer and meet the environmental sustainability goals by reducing the percentage of single occupancy vehicles parking on campus.
- The Transportation Dividend Program will provide an opportunity for employees who decline the parking privileges in Article 19 to receive a dividend payment.
- The value of the dividend will be determined by the value of the parking spots made available through employees declining the parking privileges under Article 19, less 30% for the College to retain and manage subsidization of commuter benefit options.
- The value of each parking spot is based on the annual net parking revenue divided by the number of revenue generating parking spots.
- The total dividend value will be calculated based on the revenue generated by employees who forgo their parking benefit under Article 19. The dividend value per eligible employee will be calculated based only on the revenue generated by CCFA members not utilizing the benefit of free parking.
- The dividend is a taxable benefit.
- The dividend is calculated from the revenue generated during the parking year (September to August 31st) and will be paid out by October 31 for the previous parking year.
- The dividend will be provided to all eligible employees who choose the transportation dividend program or the flex pass by the registration deadline (September 30) and is calculated by dividing the total value of the dividend (less 30% for commuter benefits) by the number of eligible employees.
- The 30% will be retained and managed by the College to provide or subsidize commuter benefit options, as identified by Commuter Choice Leadership Initiative (CCLI, 2001). Some of these options may be available only to those participating in the Transportation Dividend Program.

25. Article 19, Language from Camosun College Faculty Association – Camosun College Collective Agreement 2014–2019.

26. Letter of agreement 7 between Camosun College and Camosun College Faculty Association.

- Those who elect the Transportation Dividend Program will not be eligible for Article 19 for the duration of the parking year.
 - a. Employees who do not apply for the alternative transportation dividend program by September 30 of each parking year will still be eligible for parking in accordance with Article 19, and the Camosun parking permit registration system.
 - b. Subject to (c) below, once the registration deadline (September 30) has passed, an employee cannot register for the alternative transportation dividend until the next annual parking registration year. Once an employee has registered for the alternative transportation dividend, the option cannot be changed until the next annual parking registration year.
 - c. For those employees who commence employment after annual parking registration and opt for the alternative cash benefit, the alternative cash benefit will be available on a prorated basis.

A “flex parking pass” will also be a choice offered annually, whereby a flex permit will allow an employee to park for half the number of working days each month, and half the value of dividend will be paid out. The “flex parking pass” has the same registration deadline (September 30) as the alternative transportation dividend.

Faculty members who sign up for the full transportation dividend program will receive a one-time incentive payment of \$120 and faculty members who choose the “flex parking pass” option will receive a one-time incentive payment of \$60. This one-time incentive payment will be paid in December of each year until the funds set aside for this incentive are depleted.

Appendix V

Memorandum of understanding²⁷

Re: telework project

Preamble

This memorandum is intended to build on the evolving nature of work and to provide flexibility on the location in which work gets completed, in addition to the flexibility already provided in hours of work. The memorandum is also meant to recognize that the traditional methods of “work” are changing and that BC Hydro and MoveUP are endeavouring to be responsive to the needs of the business, as well as their employees and members.

Governing Principles

- a) Conservation – one of BC Hydro’s primary goals, objectives and values is focused around conservation. Allowing telework supports this objective.
- b) Honesty and Integrity – BC Hydro and MoveUP understand the challenges with telework and expect managers and employees to mitigate these challenges by undertaking flexible work practices in good faith and according to this Memorandum.
- c) Governance – it is important for any flexible work arrangement to have the appropriate agreements in place to ensure that expectations are communicated, documented, and the proper approvals are in place per this Memorandum.
- d) Professionalism – BC Hydro has a highly educated and professional employee base, many of whom are in the bargaining units. It is important that this memorandum reflect and appreciate their membership in the union yet also respect their abilities and professional status.
- e) Intergenerational – we are currently in an environment where the nature of work is evolving as are the people who undertake that work. A results based workplace where the ability to do work in different places at different times is changing the manner in which we approach terms and conditions of employment. This memorandum is meant to be flexible to the generational differences in our workforce while providing options that meet the needs of BC Hydro, MoveUP, and its employees.

Examples of Opportunities for Telework

- (i) Occupations that involve traveling or where traveling is required for business reasons
- (ii) Workers that require quiet space to work
- (iii) Occasional mid-day appointments
- (iv) Other situations where the manager and employee mutually agree that the arrangement may be beneficial

27. Memorandum of Understanding #78, COPE 378 – BC Hydro Powertech Labs Inc., Collective Agreement 2014–2019. MOU initially included in MoA for the 2012–2014 Agreement and renewed in 2014–2019 Agreement. MoU #79 Telework Project – Exceptional Circumstances provides short term telework in the case of emergencies such as natural disasters, power outages, significant weather or fire events, etc.

The primary intent of this Memorandum is for regular and ongoing telework arrangements, although one-off circumstances as described above are also covered. For exceptional circumstances such as large events, physical barriers (i.e. floods, road closures, inclement weather), and emergency situations that may result in telework please refer to MOU # 79. Telework may also be a consideration in accommodation cases, although this would occur under our Duty to Accommodate obligations and outside of the telework project.

Terms of the Telework Project

1. Telework is defined as carrying out regularly assigned duties at the employee's home, or at another location at which the employee and BC Hydro have mutually agreed the employee will Telework. This does not include other company locations.
2. Telework is voluntary and must be agreed to by the manager and the employee.
3. An employee may make a request of his/her manager to Telework. The request must describe how the proposed arrangement will ensure the work is effectively and efficiently performed and should specify the desired frequency.
4. Management will take the following factors into consideration when exercising their discretion to approve or deny a request to Telework:
 - a. Whether the Telework arrangement would maintain or improve service or productivity;
 - b. The nature of the position, the job duties, and the impact on colleagues and clients;
 - c. The employee's suitability, taking into consideration performance and work style/independence;
 - d. The nature of equipment and supplies associated with the request, including whether any cost would be incurred by BC Hydro;
 - e. The manner and frequency of contact between manager and employee.

Work style and independence refer to an employee's ability to work without direct supervision and/or without the need for frequent feedback from or interaction with the manager or co-workers. Requests will not be unreasonably denied.

5. The number of days per month that an employee will be permitted to Telework will vary depending on the particular circumstances, but as a general guideline it should not exceed two days per week. Union agreement is required should it exceed two days per week and requests will not be unreasonably denied. PTR employees may be permitted to work a pro-rated amount of days based on their average number of days per week.
6. An employee's status, salary, benefits, job responsibilities and performance standards will not change due to participation in a Telework arrangement.
7. The intent is for the employee to continue to work his/her normal work schedule, but to do so from the Telework location. If an employee intends to work outside of his/her normal working hours (including working overtime), these hours must be pre-approved by the manager. Authorized Variations may occur in accordance with article 11 of the collective agreement.
8. An employee may be permitted, with pre-approval from his/her manager, to split his/her working hours during a day to, for example, allow the employee to tend to a personal matter midday. The total hours worked must not exceed 7.5 hours per day and will not attract overtime. The hours worked must fall within the Authorized Variations in article 11 of the collective agreement.
9. Either the manager or the employee may cancel the Telework arrangement by notifying the other party. This includes the cancellation of a particular day or the cancellation of an ongoing arrangement. A minimum of 24 hours' notice will be provided.

10. The union will receive a copy of all Telework agreements.

Health & Safety

11. The employee agrees to designate a work space within the Telework location that is adequate for the performance of the employee's official duties. The employee shall maintain this workspace in a safe condition, free from hazards. The employee will be provided with information to assist him/her to identify hazards and will be responsible for completing and returning to his/her manager a hazard checklist that will be provided. The employee agrees to allow for an audit of the workspace by a BC Hydro representative. BC Hydro will provide a minimum of 24 hours' notice to the employee prior to the audit.
12. The employee must notify his/her manager immediately of any job related accidents that occur in the Telework location.

Costs and Equipment

13. BC Hydro will not normally incur any additional costs as a result of a Telework arrangement.
14. BC Hydro will provide the employee with VPN access to allow access to the Hydro network from his/her personal computer at the Telework location. BC Hydro will not provide costs related to utilities, the internet, modem, fax, photocopier or printer, but will provide reasonable reimbursement related to incidental expenses (e.g. paper, ink, toner, long distance phone calls, etc.).
15. An Employee will not be entitled to any meal reimbursement during normal working hours or any mileage expenses for travel between the office and the Telework location. This includes when an employee is required to return to the office on a day previously identified as a Telework day.

Other Employee Responsibilities

16. The employee is responsible for securing and protecting BC Hydro's property, documents and confidential information in the Telework workspace and will be provided with privacy and security information to review prior to commencing Telework.
17. The employee must not conduct in-person meetings at the Telework location.
18. The employee must ensure dependent care arrangements are in place and that personal responsibilities are managed in a way which allows the employee to successfully meet his/her job responsibilities.
19. The employee is expected to maintain the same level of professionalism as in his/her normal work place.
20. The employee is responsible for ensuring that the Telework arrangement does not contravene any homeowner or strata agreements, rental or lease agreements, home insurance policies or municipal or regional bylaws.
21. The employee must comply with all company policies, including the Code of Conduct, and governing legislation, such as FOIPPA, CRA, the Workers Compensation Act and Occupational Health and Safety Regulation.

Terms of the Telework Project

22. The parties agree that the Telework project will be in place for a period from November 20, 2012 to March 31, 2014.
23. The parties will meet to discuss the Telework project on a quarterly basis Agreed to this 20th day of November, 2012, in the City of Burnaby, British Columbia.