Collective Agreement

between

Camosun College

and the

Canadian Union of Public Employees
Local No. 2081

2022 – 2025

For the term of **July 1, 2022 – June 30, 2025**

CUPE 2081
ON THE FRONT LINE

CAMOSUN COLLEGE

Contents

ARTICLE 1: DEFINITIONS OF EMPLOYEES. 2
1.01 Probationary Employees. 2
1.02 Regular Employees 2
1.03 Term Employees 3
1.04 Casual Employees. 3
1.05 Defined Positions 4
ARTICLE 2: MANAGEMENT RIGHTS. 4
2.01 Management Rights 4
2.02 Non-Discriminatory. 4
2.03 No Other Agreement 4
ARTICLE 3: RECOGNITION AND NEGOTIATIONS. 4
3.01 Bargaining Unit 4
3.02 Bargaining Unit Defined 4
3.03 Work of the Bargaining Unit 5
3.04 No Other Agreements 5
3.05 Future Legislation 5
3.06 Conflict with Policies. 5
ARTICLE 4: HUMAN RIGHTS 5
4.01 No Discrimination 5
4.02 Harassment 6
4.03 Definition of Harassment 6
4.04 Resolution of Work Place Conflicts 7
ARTICLE 5: UNION MEMBERSHIP REQUIREMENT 7
5.01 Union Membership. 7
ARTICLE 6: CHECK-OFF OF UNION DUES 7
6.01 Check-off Payments 7
6.02 Deductions 7
6.03 Dues Receipts 8
ARTICLE 7: COLLEGE AND UNION SHALL ACQUAINT NEW EMPLOYEES 8
7.01 New Employees 8
7.02 New Employee Orientation 8
ARTICLE 8: CORRESPONDENCE 8
8.01 Correspondence 8
ARTICLE 9: LABOUR/MANAGEMENT COOPERATION COMMITTEE 8
9.01 Establishment of Committee 8
9.02 Function of Committee. 8
ARTICLE 10: GRIEVANCE PROCEDURE 9
10.01 Definition of Grievance. 9
10.02 Settling of Grievances. 9
10.03 Deviation from Grievance Procedure 9
ARTICLE 11: ARBITRATION 9
11.01 Composition of Board of Arbitration 9
11.02 Arbitration Board Procedure 10
11.03 Decision of the Arbitration Board. 10
11.04 Amending of Time Limits 10
11.05 Expenses of the Arbitration Board 10
11.06 Expedited Arbitration 10
ARTICLE 12: DISCIPLINE, DISMISSAL AND RESIGNATION 11
12.01 Burden of Proof. 11
12.02 Adverse Report 11
12.03 Disciplinary Measures. 11
12.04 Right to Have Shop Steward Present 12
12.05 Access to Personnel File 12
12.06 Resignation 12
12.07 Abandonment of Position. 12
12.08 Letters of Expectations 12

ARTICLE 13: SENIORITY 12
13.01 Seniority Defined 12
13.02 Computation of Seniority 13
13.03 Accrual of Seniority 13
13.04 Loss of Seniority 13
13.05 Seniority List 13
13.06 Casual Hours Report 13
ARTICLE 14: VACANCIES, PROMOTIONS AND STAFF CHANGES 14
14.01 Job Postings 14
14.02 Information in Postings 15
14.03 Role of Seniority in Promotions and Transfers 15
14.04 Internal Applications to Term Positions 15
14.05 Trial Period for Successful Applicants From Within the Bargaining Unit 15
14.06 Notification to Union 16
14.07 Interview Panels 16
14.08 Eligibility for Postings 17
ARTICLE 15: LAYOFFS AND RECALLS 17
15.01 Layoff 17
15.02 Role of Seniority in Layoffs 17
15.03 Recall Procedure 17
15.04 Advance Notice 17
15.05 Severance Pay 18
15.06 Labour Adjustment 18
15.07 Early Retirement Incentive 19
ARTICLE 16: HOURS OF WORK 19
16.01 Work Day 19
16.02 Work Week 20
16.03 Workplace Flexibility 20
16.04 Rest Periods 20
16.05 Campus Closure 21
16.06 Modified Work Week Program 21
ARTICLE 17: OVERTIME 21
17.01 Right to Refuse Overtime 21
17.02 Overtime Rates 21
17.03 Time Off in Lieu of Overtime 22
17.04 Call-out Provisions 22
17.05 Overtime Breaks 22
17.06 Rest Interval 22
17.07 Sharing of Overtime 22
ARTICLE 18: SHIFT WORK 22
18.01 Shift Work Allowance 22
18.02 Rest Interval 23
ARTICLE 19: HOLIDAYS 23
19.01 Paid Holidays 23
19.02 Compensation for Designated Holidays Falling on a Day of Rest 23
19.03 Pay For Regularly Scheduled Work on a Designated Holiday 24
19.04 Library Staff Pay on Easter Sunday 24
ARTICLE 20: ANNUAL VACATIONS 24
20.01 Annual Vacation Entitlement 24
20.02 Vacation Selection Principles 25
20.03 Vacation Carry Over 25
20.04 Vacation Schedules 26
20.05 Vacation Pay 26
20.06 Approved Sick Leave During Vacation 26
20.07 Compensation for Holidays Falling Within Vacation Schedules 26

ARTICLE 21: SICK LEAVE PROVISIONS 26
21.01 Sick Leave Entitlement 26
21.02 Recurring Illness or Injury 27
21.03 Employees to Inform College 27
21.04 Sick Leave Report 27
21.05 Family Illness 27
21.06 Ineligible For Sick Leave 27
21.07 Sick Leave Records 27
21.08 Medical and Dental Appointments 28
21.09 Payment for Unused Sick Leave 28
21.10 Benefit Premiums 28
ARTICLE 22: LEAVE OF ABSENCE 28
22.01 For Union Business 28
22.02 Leave of Absence for College Committees 29
22.03 Employer Paid Union Leave 29
22.04 Jury Duty or Court Witness 29
22.05 Life-Threatening Emergency Leave 29
22.06 Bereavement Leave 30
22.07 General Leave 30
22.08 Maternity Leave 30
22.09 Parental and Adoption Leave 31
22.10 Supplemental Employment Benefit for Maternity and Parental Leave 32
22.11 Vacation Carry Over 33
22.12 Leave of Absence for Full-Time Union or Public Duties 33
22.13 Domestic Violence/Intimate Partner Violence Leave 33
22.14 Cultural Leave for Indigenous Employees 33
22.15 Compassionate Care Leave 33
22.16 Deferred Salary Leave Plan 34
ARTICLE 23: PAYMENT OF WAGES AND ALLOWANCES 34
23.01 Pay Days 34
23.02 Equal Pay for Work of Equal Value 34
23.03 Rate of Pay on Promotion 34
23.04 Payment for Temporary Relief in Higher Category 34
23.05 Special Additional Pay 35
23.06 Increment Step Progression 35
23.07 Automobile Allowance 36
ARTICLE 24: JOB DESCRIPTIONS AND JOB EVALUATION PLAN 36
24.01 Job Descriptions and Classifications 36
24.02 Job Evaluation 36
24.03 Disagreement on College Action 37
24.04 Rate of Pay on Revaluation 37
24.05 Special Additional Pay Certificates 37
ARTICLE 25: NEW POSITIONS OR CHANGED DUTIES 37
25.01 Revision of Job Descriptions or Addition of New Positions 37
25.02 Union May Claim Change in Job Content 38
25.03 Extension of Time Limits 38
ARTICLE 26: GROUP BENEFITS 38
26.01 Health and Welfare Benefits 38
26.02 Extended Health 38
26.03 Dental Plan 39
26.04 WorkSafe BC 39
26.05 Group Life Insurance 39
26.06 Municipal Pension Plan 39
26.07 Pension Plan Buy Back 39
26.08 Group Disability Insurance 40

ARTICLE 27: HEALTH AND SAFETY 40
27.01 Cooperation and Safety 40
27.02 Union-College Health and Safety Committee 41
27.03 Health and Safety Committee Pay Provisions 41
27.04 Duty to Report Unsafe Conditions 41
27.05 Right to Refuse Unsafe Work 41
27.06 Protective Wear and Special Clothing 42
27.07 Emergency Evacuation Procedure 42
27.08 First Aid Services 42
ARTICLE 28: TECHNOLOGICAL CHANGE AND OTHER CHANGES 42
28.01 Advance Notice 42
28.02 Consultation 42
28.03 Disputes 42
28.04 Transfer Arrangements 43
28.05 Training Benefits 43
28.06 Employee Training 43
28.07 No New Employees 43
ARTICLE 29: JOB SECURITY 43
29.01 Contracting Out 43
ARTICLE 30: STAFF DEVELOPMENT AND TRAINING 44
30.01 Education Leave 44
30.02 Staff Development Fund 44
30.03 Professional Fees 44
ARTICLE 31: GENERAL CONDITIONS 44
31.01 Proper Accommodation 44
31.02 Bulletin Boards 44
31.03 Parking 44
31.04 Pyramiding 45
31.05 Indemnity 45
31.06 Crossing of Picket Lines During Strike 45
31.07 Employee Appraisals 45
31.08 Union Office 45
31.09 Computer Access 46
ARTICLE 32: COPIES OF AGREEMENT 46
32.01 Copies of Agreement 46
ARTICLE 33: GENERAL 46
33.01 Plural Terms May Apply 46
ARTICLE 34: TERM OF AGREEMENT 46
34.01 Agreement Period 46
34.02 Adherence 46
34.03 Retroactivity 46
SCHEDULE "A" 48
SCHEDULE "B" 49
SCHEDULE "C" 52

LETTER OF AGREEMENT #1 ..... **53**
Re: Service Improvement Fund
LETTER OF AGREEMENT #2 ..... **54**
Re: Job Evaluation
LETTER OF AGREEMENT #3 ..... **55**
Re: Medical Services Plan (MSP)
LETTER OF AGREEMENT #4 ..... **56**
Re: Benefits for Regular Recurring Employees on Layoff
LETTER OF AGREEMENT #5 ..... **57**
Re: Temporary Stipend
LETTER OF AGREEMENT #6 ..... **58**
Re: Transportation Subsidy
LETTER OF AGREEMENT #7 ..... **59**
Re: College Co-op Students
LETTER OF AGREEMENT #8 ..... **61**
Re: Camosun Childcare
LETTER OF AGREEMENT #9 ..... **62**
Re: Wellness Spending Account
LETTER OF AGREEMENT #10 ..... **63**
Re: Labour Relations Officer/Office Manager
LETTER OF AGREEMENT #11. ..... **65**
Re: Call-in Process
LETTER OF AGREEMENT #12 ..... **68**
Re: ECE Wage Enhancement
LETTER OF AGREEMENT #13 ..... **70**
Re: Volunteering
LETTER OF AGREEMENT #14 ..... **71**
Re: Joint Committee - Revisions to Layoff and Recall Provisions
LETTER OF AGREEMENT #15 ..... **72**
Re: Standby Trial
LAYOFF / RECALL POLICY **74**
APPENDIX "A" **75**
LAYOFF / RECALL POLICY AND PROCEDURES 75
A – POLICY: 75
B – LAYOFF PROCEDURES: 77
C – RECALL PROCEDURES: 80
APPENDIX "B" **82**
Human Resource Database
ADDENDUM – Support Staff Benefits Committee and Letters of Understanding from 2022 CUPE "MET" Memorandum of Settlement **83**
Support Staff Joint Benefits Committee 83
Joint Benefits Committee 83
2022 "MET" LETTER OF UNDERSTANDING #1 ..... **84**
Re: Joint Gender-Neutral Job Evaluation Steering Committee
2022 "MET" LETTER OF UNDERSTANDING #2. ..... **86**
Re: Joint Gender-Neutral Job Evaluation Steering Committee
- Discussions With Other Unions And PSEA Employers
2022 "MET" LETTER OF UNDERSTANDING #3. ..... **87**
Re: Cost Of Living Adjustment
2022 "MET" LETTER OF UNDERSTANDING #4 ..... **88**
RE: Public Sector Wage Increases

THIS AGREEMENT made and entered into this 26th day of May A. D. 2023

BETWEEN:

CAMOSUN COLLEGE

(hereinafter called the "College")

OF THE FIRST PART

AND THE:

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL NO. 2081

(hereinafter called the "Union")

OF THE SECOND PART

It is the purpose of both parties to this Agreement:

1. To maintain and improve harmonious relations and settled conditions of employment between the College and the Union;

2. To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.;

3. To encourage efficiency in operations;

4. To promote the morale, well-being and security of all employees in the bargaining unit of the Union, and

It is now desirable that methods of bargaining and all matters pertaining to the working conditions of the employees be drawn up in a Collective Agreement.

ARTICLE 1: DEFINITIONS OF EMPLOYEES

1.01 PROBATIONARY EMPLOYEES

(a) Newly hired Term and Regular employees shall be subject to a six (6) month probationary period.

(b) Under special circumstances and with the mutual agreement of the College and the Union, the probationary period may be extended by the Employer to a period not exceeding a further three (3) months. Any leave from the position of longer than ten (10) consecutive working days during the probationary period for sick leave, vacation or general leave of absence may extend the probation date by the equivalent length of that leave. Employees who have satisfactorily completed their probation period shall be so advised.

(c) During the probationary period a probationary employee shall be entitled to all rights and privileges of this Agreement.

(d) The College may terminate a probationary employee for unsuitability where the employee's performance has been measured against reasonable standards and the assessment carried out fairly and objectively. Each probationary employee shall be informed upon hiring of this provision.

(e) When a term employee returns to the College within twelve (12) months of the termination of a previous term position, any period of employment in the previous position shall be applied to the probationary period.

1.02 REGULAR EMPLOYEES

(a) Employees who are appointed to year round positions on a regular weekly basis shall be confirmed as regular employees. These employees have no anticipated termination date.

(b) (i) Employees who are appointed to positions which are expected to occur annually for periods of six (6) months or more on a regular weekly basis shall be confirmed as recurring regular employees. These employees have no anticipated termination date other than regularly scheduled layoffs.

(ii) Recurring regular employees shall be informed of their anticipated return to work date before their regularly scheduled layoff.

(c) Regular employees who obtain a term position in addition to their regular position shall receive an additional fourteen percent (14%) of their basic pay referable to the term position in lieu of additional entitlement to health and other benefits.

(d) Regular employees who receive additional hours in their regular position will receive an additional fourteen percent (14%) of their basic pay referable to the additional hours in lieu of additional entitlement to health and other benefits, unless the initial assignment of the additional hours is for a period of two (2) months or greater, in which case their benefit entitlement and premiums shall be adjusted to reflect the additional hours.

(e) A regular part-time employee shall have first consideration for any additional hours within their job classification in their work group in order of seniority as defined in 13.01.

1.03 TERM EMPLOYEES

(a) "Term Employees" shall be defined as: employees appointed to positions with a defined schedule greater than thirty (30) working days in duration and with a specified termination date or an unspecified termination date due to sick leave replacement of an unspecified duration. The defined schedule may be variable in nature.

When a term employee has worked in excess of six (6) consecutive weeks the employee will be entitled to two (2) weeks notice of the termination of their appointment or pay in lieu unless the term employee is terminated for just cause in which case no notice is required.

(b) Term employees shall maintain, but not accrue, seniority for one (1) year from their last day worked.

(c) When a term employee returns to a position of the same classification as that previously held, all time spent in the classification during the previous twelve (12) months shall count toward the salary step placement on the pay scale. All term employees returning under this Clause shall be subject to a probationary or trial period in accordance with Clause 1.01 or 14.05.

(d) (i) A term employee who is appointed to a term position of six (6) months or more on a regular weekly basis shall be confirmed as a recurring regular employee at the beginning of the third such term.

(ii) A term employee who has been in a term position for eighteen (18) consecutive months shall be confirmed as a regular employee at the beginning of any extension of that employment.

(iii) A term appointment for the replacement of an employee on a leave of absence may be made or extended without regularization.

(iv) A term appointment for special projects may be made or extended without regularization by mutual agreement between the College and the Union.

(v) Except as provided in (iii) and (iv) above the College shall not post term positions in excess of eighteen (18) months duration.

(e) A regular employee who transfers to a term position (other than under Clause 14.04) for a period of one (1) year or longer shall continue to be eligible for the benefit plans of a regular employee subject to the usual waiting periods defined for regular employees and must participate as a condition of employment. Where there has been no break in employment all other entitlement calculations will be based on the original date of hire as a regular employee.

(f) In lieu of health and other benefits term employees shall receive an additional fourteen percent (14%) of their basic pay to be paid bi-weekly.

1.04 CASUAL EMPLOYEES

(a) When it is necessary to hire an employee to fill temporary operational needs within the bargaining unit where each assignment does not exceed thirty (30) working days in duration, that employee shall be known as "Casual". Casual assignments will not be used to replace term appointments. Casual assignments may be made or extended without regularization.

(b) Casual employees shall join the Union as a condition of employment and shall have full recourse to the grievance procedure.

(c) In lieu of health and other benefits, casual employees shall receive an additional fourteen percent (14%) of their basic pay to be paid bi-weekly.

(d) Casual employees shall have all hours of service applied to the probationary period of nine hundred and thirteen (913) hours.

(e) Casual employees who apply for another position at the College shall have their hours considered as seniority under Clause 14.03 (a) provided there has not been a break in service of greater than one (1) year.

1.05 DEFINED POSITIONS

All positions held by employees covered by the Union's certification including the job classifications set out in Schedule "A" and as added to, amended or deleted by the Joint Advisory Job Evaluation Committee, shall constitute the defined positions at the College.

ARTICLE 2: MANAGEMENT RIGHTS

2.01 MANAGEMENT RIGHTS

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

2.02 NON-DISCRIMINATORY

The College shall not exercise its rights to direct the working forces in a manner that is in bad faith, arbitrary or discriminatory. Nor shall these rights be used in a manner which would deprive any present employee of their employment, except through just cause.

2.03 NO OTHER AGREEMENT

The College shall not make any decisions, or establish any policy, nor shall an employee request any action that will in any way change or nullify any clause or part of this Agreement.

ARTICLE 3: RECOGNITION AND NEGOTIATIONS

3.01 BARGAINING UNIT

The College recognizes the Canadian Union of Public Employees and its Local 2081 as the sole and exclusive collective bargaining agent for all of its employees as certified by the Labour Relations Board of British Columbia and hereby agrees to negotiate with the Union, or any of its authorized committees, concerning all matters affecting the relationship between parties, aiming towards a peaceful and amicable settlement of any differences that may arise between them.

3.02 BARGAINING UNIT DEFINED

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

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

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

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

3.03 WORK OF THE BARGAINING UNIT

Persons whose jobs are not in the bargaining unit shall not be instructed by the College to work in any defined positions which are included in the bargaining unit, except in cases mutually agreed upon by the parties.

3.04 NO OTHER AGREEMENTS

No employee shall be required or permitted to make a written or verbal agreement with the College or its representatives which may conflict with the terms of this Collective Agreement.

3.05 FUTURE LEGISLATION

In the event that any future legislation renders null and void or materially alters any provision of this Agreement, the parties will negotiate a mutually agreeable provision to be substituted for the provision rendered null and void or materially altered. All other provisions of the Agreement shall remain in full force and effect.

3.06 CONFLICT WITH POLICIES

Every reasonable effort will be made to harmonize employer policies with the provisions of this Agreement. In the event of a conflict between the contents of this Agreement and any policies made by the employer, the terms of this Agreement will prevail.

ARTICLE 4: HUMAN RIGHTS

4.01 NO DISCRIMINATION

The College agrees that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise 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 or summary conviction offence that is unrelated to the employment or to the intended employment of that person, nor by reason of membership or activity in the Union.

4.02 HARASSMENT

(a) The College and the Union recognize the right of employees to work in an environment free from harassment and the obligation of the College to maintain a harassment free workplace.

(b) Harassment complaints based on the grounds set out in Article 4.01 will be handled in accordance with the procedures outlined in the College's Respectful Workplace Policy. Employees retain full rights to the grievance process and may withdraw from the process outlined in the College's Respectful Workplace Policy at any time after their complaint is filed.

(c) Personal harassment complaints based on the grounds set out in Clause 4.03 will be handled in accordance with the procedures outlined in the College's Respectful Workplace Policy. Employees retain full rights to the grievance process and may withdraw from the process after their complaint is filed as outlined in the College's Respectful Workplace Policy.

  (i) Where the member's complaint is against a member of management including any person who stands in a supervisory relationship with the member it may be handled in accordance with Article 10.02 (b).

  (ii) Where the member's complaint is against a co-worker it may be handled in accordance with Article 4.04.

(d) The College and the Union agree that all matters arising under this Clause shall be handled with all possible confidentiality.

4.03 DEFINITION OF HARASSMENT

Harassment is abusive, unfair, offensive, or demeaning treatment of a person or group of persons which has the effect, upon a reasonable person, of interfering with an individual's work, or which creates an intimidating, hostile or offensive work environment.

(a) Sexual harassment is a type of harassment which emphasizes the sex or sexual orientation of an individual, and includes but is not limited to unwelcome sexual advances, requests for sexual favours and other verbal, written or physical conduct of a sexual nature, whether or not they are accompanied by explicit promises or threats, made by a person who knows or ought reasonably to know that such attention is unwanted, when:

  (i) submission to such conduct is made either explicitly or implicitly a term or condition of work; or

  (ii) submission to, or rejection of, such conduct is used in making personnel decisions affecting that individual; or

  (iii) such conduct has the effect of creating an intimidating, hostile or offensive work environment.

Personal harassment is a type of harassment characterized by repeated, intentional, offensive comments and/or action deliberately designed to demean and belittle the individual and/or cause personal humiliation.

4.04 RESOLUTION OF WORK PLACE CONFLICTS

(a) All Bargaining Unit employees have the right to work in an environment where there is mutual respect and where the early identification and positive resolution of workplace conflicts will be encouraged and supported by the College.

(b) Where employees, the College or the Union identify that a workplace conflict exists and where the College and the Union agree that a joint intervention strategy should apply, the parties will jointly support the employees in developing a conflict resolution model appropriate to the situation. Where appropriate, the College and the Union will provide mutually agreed upon facilitation support to assist the employees in developing a conflict resolution model and/or facilitating the resolution of the conflict.

(c) The College and the Union will work jointly in resolving conflict and will promote consistent and successful practices.

(d) An effective conflict resolution model will incorporate the following elements:

  (i) A process which provides a safe environment enabling the employee(s) experiencing the conflict to initiate informal resolution discussions with the other employee(s) and for the co-worker(s) receiving the complaint to respond in a respectful manner.

  (ii) Demonstrated commitment to the process by all affected employees in the work unit(s).

  (iii) Clearly defined and effective communication strategies.

  (iv) Confidentiality guidelines.

(e) Where the Union and the College have agreed that a joint intervention strategy should apply and where a conflict resolution model is in place, it is the expectation of the parties that employees will attempt to resolve the conflict using that model. Where either party determines that the conflict resolution model is not acceptable or that the conflict resolution process has been unsuccessful, they will advise the other party in writing and the model and process will not proceed.

ARTICLE 5: UNION MEMBERSHIP REQUIREMENT

5.01 UNION MEMBERSHIP

All employees hired into positions covered by the bargaining unit shall, as a condition of employment, become members in good standing of the Union according to the Constitution and Bylaws of the Union.

ARTICLE 6: CHECK-OFF OF UNION DUES

6.01 CHECK-OFF PAYMENTS

The College shall deduct from every employee any monthly dues, initiation fees or assessments levied, in accordance with the Union Constitution and Bylaws.

6.02 DEDUCTIONS

(a) Deductions shall be made from each pay and shall be forwarded to the Treasurer of the Union not later than the fifteenth (15th) day of the month, accompanied by a list of names of employees from whose wages the deductions have been made.

(b) It is further agreed that:

(i) a list of names, phone numbers, home address, division, department, campus, job position, pay grade, step of pay grade and employment status will be sent to the Secretary of the Union when requested;

(ii) a copy of the letter of appointment to all new employees eligible for Union membership will be submitted to the Union.

6.03 DUES RECEIPTS

The College shall print, in the appropriate box on each employee's T – 4 slip, the amount of Union dues paid by each Union member during the taxation year.

ARTICLE 7: COLLEGE AND UNION SHALL ACQUAINT NEW EMPLOYEES

7.01 NEW EMPLOYEES

The College agrees to acquaint new employees with the fact that a Union Agreement is in effect, and with the conditions of employment set out in the articles dealing with Union security and dues check-off.

7.02 NEW EMPLOYEE ORIENTATION

The College will acquaint all new employees with its facilities, goals and policies and with all available benefits. A representative from the Union shall be given reasonable time to speak to the new employee(s) during their regular work schedule.

ARTICLE 8: CORRESPONDENCE

8.01 CORRESPONDENCE

Unless otherwise specified in clauses herein, all correspondence between the parties arising out of this Agreement or incidental thereto shall pass to and from the Executive Director of Human Resources or designate and the Secretary of CUPE Local 2081, or designate.

ARTICLE 9: LABOUR/MANAGEMENT COOPERATION COMMITTEE

9.01 ESTABLISHMENT OF COMMITTEE

A Labour/Management Cooperation Committee shall be appointed and consist of not more than four (4) representatives of the College and not more than four (4) representatives of the Union. One representative of the Union shall be the President of the Union or designate. One representative of the Employer will be a member of the College Management Team. The committee shall convene at the request of either party. The date, time and place of such meeting shall be by agreement of the parties and be held within two (2) weeks of said request.

9.02 FUNCTION OF COMMITTEE

The Labour/Management Cooperation Committee shall earnestly seek to resolve differences between the parties arising from the interpretation of this Agreement, the terms and conditions of employment or any other matter of importance to the parties.

The parties shall exchange written agenda items at least forty eight (48) hours in advance of a scheduled meeting of the committee. Notwithstanding this, the parties may mutually agree to include other items on the agenda on an ad hoc basis.

ARTICLE 10: GRIEVANCE PROCEDURE

10.01 DEFINITION OF GRIEVANCE

A grievance shall be defined as any difference arising out of the interpretation, application, administration or alleged violation of the Collective Agreement, including any questions as to whether any matter is arbitrable.

10.02 SETTLING OF GRIEVANCES

Grievances shall be resolved without stoppage of work by the following procedure:

(a) Step 1:
When it is alleged a violation has occurred, the shop steward shall, within forty (40) working days of the alleged violation with or without the aggrieved employee(s), discuss the matter with the immediate supervisor and the exempt manager and if it can be settled, that shall end the matter.

(b) Step 2:
Where agreement is not reached under Clause (a) within ten (10) working days, the complainant shall submit to the other party a written statement of the particulars of the complaint and the redress sought and the College shall declare its position and render its solution to the complaint within fifteen (15) working days after receipt of such notice.

(c) Arbitration:
If the position and solution presented by the College are not acceptable to the complainant, then the Union may, within fifteen (15) working days of obtaining the College's written position and solution, and by giving written notice to the College, refer the matter to a board of arbitration as provided in Article 11.

(d) Time Limits:
The time limits fixed by this procedure may be extended by consent of the parties to this Agreement.

10.03 DEVIATION FROM GRIEVANCE PROCEDURE

After a grievance has been initiated by the Union, the College's representatives will not enter into discussion or negotiation with respect to the grievance, either directly or indirectly with the aggrieved employee without the consent of the Union.

ARTICLE 11: ARBITRATION

11.01 COMPOSITION OF BOARD OF ARBITRATION

(a) In this Article the term "arbitration board" means a single arbitrator or a three (3) person panel.

(b) When a party has requested that a grievance be submitted to arbitration and either party has requested that a hearing date be set, a single arbitrator will be assigned. The arbitrator will be appointed by mutual agreement of the parties.

(c) Notwithstanding Article 11.01 (b), when a single arbitrator has been appointed either party may deliver written notice within ten (10) calendar days of the appointment of the single arbitrator that it chooses to have the matter heard by a three (3) person panel. Both parties shall then have ten (10) calendar days to name their appointee to the three (3) person panel. The single arbitrator appointed pursuant to Article 11.01 (b) shall act as chairperson.

11.02 ARBITRATION BOARD PROCEDURE

The arbitration board shall determine its own procedure but shall give full opportunity to all parties to present evidence and make representations. In its attempt to achieve justice, the arbitration board shall, as much as possible, follow a layman's procedure and avoid legalistic or formal procedures. All reasonable arrangements will be made to permit the conferring parties or the arbitrator to have access to the College's premises to view any working conditions which may be relevant to the settlement of the grievance.

11.03 DECISION OF THE ARBITRATION BOARD

(a) The arbitration board shall render a decision within thirty (30) days of the conclusion of the hearing or the receipt of the written submissions referred to in Article 11.03 (d).

(b) The decision of the majority of the arbitration board shall be final and binding upon both parties.

(c) Should the parties disagree as to the meaning of the decision or its implementation, either party may apply to the arbitration board to seek clarification of the decision or assistance in its implementation.

(d) By mutual agreement the parties may have a grievance determined through written submissions and without a hearing.

11.04 AMENDING OF TIME LIMITS

The time limits fixed by this procedure may be extended by consent of the parties to this Agreement.

11.05 EXPENSES OF THE ARBITRATION BOARD

(a) Each party shall pay one-half (1/2) of the remuneration and expenses of the arbitration board.

(b) When a three (3) person arbitration board is used each party shall pay the fees and expenses of its appointee and one-half (1/2) of the fees and expenses of the chairperson.

11.06 EXPEDITED ARBITRATION

(a) By mutual agreement the parties may refer any matter to expedited arbitration in which case the decision shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter with the exception of discipline which may remain on an employee's file.

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

(c) No written reasons will be provided beyond those which the arbitrator deems necessary to convey the decision.

(d) Neither party shall appeal a decision of an expedited arbitration.

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

(f) Any time prior to hearing either party may remove a matter from the expedited arbitration process and forward the matter through the arbitration process established pursuant to Clause 11. In such an event, time limits shall not act as a bar to the grievance proceeding to arbitration.

(g) By mutual agreement, written submissions may be used in place of a hearing.

ARTICLE 12: DISCIPLINE, DISMISSAL AND RESIGNATION

12.01 BURDEN OF PROOF

No employee shall be disciplined except for just cause. In cases of discipline the burden of proof shall rest with the College and all notices of discipline of just cause shall be in writing and copies given to the employee involved and the Union.

12.02 ADVERSE REPORT

(a) In order to form part of an employee's personnel file at the College, any expression of dissatisfaction concerning an employee's work must be made in writing within fifteen (15) working days of the event of the complaint by the employee's excluded supervisor, and a copy of the complaint must be submitted to the employee and the Union. Extension to this time limit may be granted with the agreement of both parties. This Article does not apply to employee appraisals prepared pursuant to Article 31.07.

(b) The employee has the right to reply to such a complaint and to have this reply filed in the employee's personnel file. With the filing of an adverse report the College shall specify the nature of the change in performance required of the employee and the period of time in which the performance change should occur. This time period will be reasonable and fair. When the time specified has elapsed, an updated evaluation report will be filed and a copy given to the employee.

(c) An adverse report is a reprimand and will not have copies circulated other than to the individual, the Union and the personnel file unless it recommends suspension or possible dismissal. The adverse report will be removed after eighteen (18) months from the date of the report provided there have been no further adverse reports during this period.

12.03 DISCIPLINARY MEASURES

(a) All disciplinary action shall be reported in writing to the President of the College or designate who has the authority to suspend and/or terminate an employee. The employee will receive two (2) weeks notice of termination, or one (1) week if the employee has not completed probation, or payment in lieu of notice subject to the remaining sections of this Clause.

(b) An action by an employee whom endangers themself, other staff or students or jeopardizes the ability of the College to provide its services, may lead to immediate suspension or termination for just cause.

(c) Notwithstanding anything to the contrary contained in this Clause, the College reserves the right of the President of the College or designate to suspend or terminate an employee for just cause.

(d) All correspondence to and from the College President or designate under this Clause shall be copied to the Union.

12.04 RIGHT TO HAVE SHOP STEWARD PRESENT

Notwithstanding the rights of a supervisor to supervise, evaluate and discipline employees, employees may, at their discretion, request the attendance of their shop steward at any discussion between an employee and a supervisor which the employee believes may result in an adverse report or discipline recommendation. Employees may request at any time during such discussions that further discussion be postponed until they can arrange for their shop steward to be present.

12.05 ACCESS TO PERSONNEL FILE

(a) An employee may review the employee's personnel file at any time and may copy any documents therein. An employee may provide written authorization for the Union to review the employee's personnel file. The employee may respond in writing to any document and such reply shall become part of the employee's personnel file for the life of the documents.

(b) For official College records and pursuant to Clause 12.02 (Adverse Report), there shall be only one personnel file for each employee. This file shall be located in the Human Resources Office.

12.06 RESIGNATION

(a) Notwithstanding the College's need to obtain as much advance notice as possible of an employee's intention to resign from their position, any employee may terminate their employment upon giving the College ten (10) working days written notice of the effective date of resignation. The employee shall receive their final pay and benefits with any necessary vacation adjustments as provided for in this Agreement.

(b) An employee who has served notice of their resignation may within the ten (10) day notice period apply to their exempt leader to withdraw their resignation. The exempt leader may grant the request, if there is a good and valid reason for doing so, and allow the employee to resume their employment.

12.07 ABANDONMENT OF POSITION

An employee who fails to report for duty for five (5) working days without informing the College of the reason for the employee's absence shall be presumed to have abandoned their position without proper notice. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not informing the College.

12.08 LETTERS OF EXPECTATIONS

Letters of Expectation will not be the basis for discipline. Letters of Expectation will be removed from the employee's file upon request after eighteen (18) months provided no performance issues were addressed in writing during the eighteen (18) month period.

ARTICLE 13: SENIORITY

13.01 SENIORITY DEFINED

Seniority is defined as the total length of service in the bargaining unit as an employee, regardless of occupational change. Seniority shall be used as one of the factors in determining preference or priority for promotion, transfers, demotions, terminations and layoff caused by force reductions and recall. Seniority shall operate on a bargaining unit wide basis.

13.02 COMPUTATION OF SENIORITY

(a) All employees shall accrue seniority. Seniority will include all time worked within the bargaining unit unless otherwise specified in this Agreement. Seniority earned to March 31st 1982 shall be based on the date of commencement of employment within the bargaining unit. Effective April 1st 1982 seniority shall be prorated in accordance with the percentage of time worked.

(b) Employees who leave the bargaining unit for any length of time to fill a position with the College outside the bargaining unit and then return to the bargaining unit shall retain their seniority excluding that period of service outside the bargaining unit.

13.03 ACCRUAL OF SENIORITY

Seniority shall accrue from the first day of employment within the bargaining unit and shall continue to accrue as follows:

(a) when an employee in the bargaining unit is participating in a legal work stoppage;

(b) for the first two (2) years of absence due to long term disability or workers' compensation;

(c) for the first six (6) months of layoff, maternity leave, general leave without pay, or any combination thereof. Where this Clause conflicts with Clause 22.08 (d), 22.08 (d) shall prevail.

13.04 LOSS OF SENIORITY

An employee shall only lose seniority in the event they:

(a) are discharged for just cause and are not reinstated;

(b) resign in writing and do not withdraw the resignation within two (2) days;

(c) fail to return to work within ten (10) working days following notification to do so by registered mail following a layoff, unless through sickness or other just cause;

(d) are laid off for a period longer than one (1) year. After the one (1) year period, upon application from the employee that the employee wishes to retain their recall rights for a further year, seniority will continue to be retained.

13.05 SENIORITY LIST

The College shall maintain a seniority list showing for each regular and active term employee:

(a) name;

(b) date of first appointment within the bargaining unit;

(c) length of seniority period;

(d) position held on date seniority list prepared.

An up-to-date seniority list of all regular and active term employees shall be sent electronically to the Union and posted on the College's intranet in January of each year.

13.06 CASUAL HOURS REPORT

A report of hours worked by casual employees will be provided in advance of each Labour/Management Cooperation Committee meeting.

ARTICLE 14: VACANCIES, PROMOTIONS AND STAFF CHANGES

14.01 JOB POSTINGS

(a) When a vacancy occurs, or a new position is created, either of which will be for a period of twelve (12) weeks or longer, or when a part-time position that has been encumbered for a period of less than two (2) continuous years changes to full-time regular status, or when a term position changes to a regular position other than under Clause 1.03 (d) (i) and (ii), the College shall notify the Union in writing and post the position on the College's website for a minimum of five (5) working days. At the same time, but not prior to the above posting, the College may advertise externally for applications.

(b) An application from a regular employee or a term employee, who has successfully completed their probationary period as of the closing date of the posting, submitted after the five (5) working day posting period will be included in the competition process whenever possible, but will be considered on the same basis as applicants who lack the required status.

(c) (i) Appointments will not be made, nor applications from other applicants considered, until all applications from regular employees and term employees, who have successfully completed their probationary period as of the closing date of the posting, have been fully processed, considered and the qualified regular and eligible term applicants have been granted an interview. Consideration of the applications from other applicants will also be deferred until all regular and eligible term applicants have been verbally advised by the hiring supervisor, of the reason(s) for their unsuitability to fill the posted position. The applicants concerned may request that the reason(s) be given in writing.

(ii) Regular and term employees may apply for another posted position within their probationary period providing a leave of absence is not required to accept the other posted position. Employees applying for another posted position within their probationary period will be considered on the same basis as applicants who lack the required status.

(d) When a position of less than twelve (12) weeks duration is to be extended past the twelve (12) weeks, the College shall post the position. The posting requirement may be waived with the mutual agreement of the College and the Union.

(e) Notwithstanding Clause 14.01 (d) a vacancy arising from the replacement of an employee on sick leave shall only be posted when there is a medical prognosis for the return of the ill or injured employee that is twelve (12) weeks or longer in duration.

(f) Job postings shall contain the job description provided pursuant to Article 24 and Article 25.

14.02 INFORMATION IN POSTINGS

(a) Postings shall contain the following information::

- nature of position;
- qualifications, required knowledge, education and skills;
- shift, wage rate and range; and
- the department of the College in which the position is available.

(b) Such qualifications, required knowledge, education and skills shall be those necessary to perform the job functions and may not be established in an arbitrary or discriminatory manner. All job postings shall state "the College is an equal opportunity Employer".

14.03 ROLE OF SENIORITY IN PROMOTIONS AND TRANSFERS

(a) Both parties recognize:

(i) the principle of promotion within the service of the College;

(ii) that job opportunity should increase in proportion to length of service.

Therefore, in making staff changes, transfers or promotions, due and thorough consideration will be given to the following guiding factors: qualifications, required knowledge, education, skills, ability to perform the work and seniority. Where, in all other respects two candidates are deemed to be relatively equal, the candidate with the greatest seniority will be offered the position.

(b) Term employees who apply for another position at the College shall have their hours of service considered as seniority under Article 14.03 (a) provided there has not been a break in service of greater than one (1) year.

(c) Appointments from within the bargaining unit shall be made within three weeks of the ending of the posting period

14.04 INTERNAL APPLICATIONS TO TERM POSITIONS

To ensure the principle of opportunity and promotion within the College, while maintaining the existing levels of service provided, the College may, at its discretion, permit any regular employee to apply for and be awarded a term position of three (3) months or greater except as outlined in Clause 14.01 (c) (ii). The College will exercise its discretion in a reasonable manner and will deny permission only where there is a valid operational reason to do so. Upon completion [including extension(s)] and subsequent terms of the term appointment, the employee shall be returned to the employee's regular position or to a comparable position. Such term appointments shall not interrupt the normal progress through the increment steps in the regular position.

14.05 TRIAL PERIOD FOR SUCCESSFUL APPLICANTS FROM WITHIN THE BARGAINING UNIT

(a) A successful applicant from within the bargaining unit who has completed a probationary period as described in Clause 1.01 shall be placed on a trial period of three (3) months in length in the new position.

A successful applicant from within the bargaining unit who has not completed a probationary period shall complete the greater of: the length of time remaining in their probationary period or three (3) months in the new position, and the provisions of Clause 1.01 (a)-(e) shall apply.

(b) Conditional on satisfactory service, the employee shall be declared appointed upon completion of the trial period as described in Clause 14.05 (a) above. Satisfactory service includes the ability to do the job following an appropriate familiarization period.

In the event the successful applicant proves unsatisfactory in the position and/or the employee is unable to perform the duties of the new position during the employee's trial period,

(i) a regular employee shall be returned to their former position and wage rate without loss of seniority. Any other employees promoted or transferred because of the rearrangement of positions shall also be returned to their former positions and wage rate and without loss of seniority.

(ii) a term or casual applicant shall return to their previous status without loss of seniority and be eligible to apply for other posted positions or casual assignments, as applicable.

(c) Where necessary, and with the mutual agreement of the College and the Union, the trial period in a position may be extended by the College for a period not exceeding two (2) months.

(d) Any leave from the position of longer than ten (10) consecutive working days during the trial period for sick leave, vacation or general leave of absence may extend the trial date by the length of that leave.

(e) When an employee returns to the same position as that previously held within the last year, the time spent in the previous position shall be applied to the trial period.

14.06 NOTIFICATION TO UNION

Within five (5) working days of the date of appointment to a vacancy or new position created, the name of the successful applicant shall be provided to all employees who were interviewed for the position. The Union shall be notified of all appointments, hiring, layoffs, transfers, recalls and terminations of employment.

14.07 INTERVIEW PANELS

(a) When the College deems it necessary to interview applicants for any position, an interview panel shall be formed. At no time shall any member of the interview panel be related to any applicant being interviewed. All interviews must be done by panels. The panel will ordinarily include the hiring manager/supervisor, a co-worker and a representative from another department. An interview panel will ordinarily consist of not more than four (4) people. Additional people will require mutual agreement between the College and the Union. Except in extraordinary circumstances, all applicants will be interviewed by the same panel comprised of the same members. All applicants shall receive the same questions in the interview and be rated in accordance with the guiding factors identified in Clause 14.03 (a).

(b) Internal applicants who have been selected for an interview for a position within the bargaining unit shall, with a minimum of 24 hours advance notice to their exempt leader, be granted reasonable time off work to attend the interview without loss of pay, seniority or other benefits.

14.08 Eligibility for Postings

Casual and Term employees shall have such hours of service, from the first date of their employment, recognized for the purposes of applying for a position. In the event the selection process requires a tiebreaker, the hours of service shall be the determining factor.

ARTICLE 15: LAYOFFS AND RECALLS

15.01 LAYOFF

Layoff includes an involuntary cessation of employment or a reduction in hours of work due to lack of work, lack of funding or a reduction or discontinuation of services, but does not include dismissal, suspension, leave of absence or resignation.

15.02 ROLE OF SENIORITY IN LAYOFFS

(a) Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their bargaining-unit-wide seniority, providing that the retained employees are able to perform the available work.

(b) The layoff process will occur in accordance with Appendix "A" - Layoff/Recall Policy and Procedures. In no case may this policy override a right or condition outlined within this Collective Agreement.

15.03 RECALL PROCEDURE

(a) Employees shall be recalled in the order of their seniority, providing that they are able to perform the available work.

(b) An employee on layoff may apply for any position posted during their layoff period with full confidence that their application will receive the same consideration as that provided for all regular applicants.

(c) It shall be the responsibility of the employee to keep the College informed of their current address. An employee recalled for employment of less than one (1) month at a time when the employee is employed elsewhere shall not lose recall rights for refusal to return to work.

15.04 ADVANCE NOTICE

(a) The College shall notify employees who are to be laid off for thirteen (13) weeks or less, twenty (20) working days prior to the effective date of the layoff. Notice of a layoff for longer than thirteen (13) weeks shall be according to the following schedule:

SERVICE	NOTICE PERIOD
4 years and less	20 days
5 years	25 days
6 years	30 days
7 years	35 days
8 years and longer	40 days

(b) If the employee has not had the opportunity to work the full period after notice of layoff is given, they shall be paid in lieu of work for that part of the notice period during which work was not made available.

15.05 SEVERANCE PAY

An employee may choose to be paid severance pay at the time of layoff or at any time within the two (2) year period following the layoff. When an employee chooses to accept regular employment made available under right of recall, or bumping action, any entitlement to severance pay is forfeited.

A regular employee who has elected severance pay rather than the right to recall shall be entitled to severance pay in a prorated amount equal to two (2) weeks pay for every year of service to a maximum of six (6) months pay. An employee electing severance pay will be deemed to have resigned and will have no further recourse to recall privileges.

15.06 LABOUR ADJUSTMENT

(a) College Commitments

Ilt is agreed that the College will make every reasonable attempt to minimize the impact of funding shortfalls and reductions on the work force.

Subject to budgetary constraints and the amount of funding available for labour adjustment costs; fairness, flexibility and employee choice will prevail in the implementation of labour force adjustment strategies as approved by the College.

It is incumbent upon the College to communicate effectively with their employees and CUPE Local 2081 as soon as the impact of any funding reduction or shortfall or profile change has been assessed.

If a work force reduction is necessary, the Joint Labour Management or Joint Adjustment committee will canvas employees in a targeted area or other areas over a fourteen (14) day period, or such other period of time as the committee agrees, to find volunteer solutions that provide as many viable options as possible and minimize potential layoffs.

(b) Menu of Labour Adjustment Strategies

To minimize layoffs, the following menu of labour force adjustment strategies will be considered and whenever reasonably possible, offered by the College:

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

(c) Layoffs May Occur

Once strategies other than layoff have been explored, the institution may proceed, if need be, to layoffs.

(d) No Stacking of Entitlements

While various options may be considered and offered, there will be no stacking of entitlements.

(e) Labour Adjustment Fund

The parties agree to request the Ministry of Advanced Education, Training and Technology to maintain a Labour Adjustment Fund for the benefit of all employees and institutions.

The purpose of the Fund is to accommodate the needs of the employees and institutions in achieving targeted labour adjustments at an institution.

The parties recommend that the Ministry consult with them on the eligibility requirements for an institution to gain access to the Fund.

15.07 EARLY RETIREMENT INCENTIVE

In the event of layoffs, the College may offer employees an Early Retirement Incentive. The College may also offer employees an Early Retirement Incentive in other circumstances where the parties agree. If so, the College will determine the maximum number of offers it will make, and offers will be done on the basis of seniority as described below provided they:

(a) are age 55 or over;

(b) have a minimum of ten (10) years' of service with the College;

(c) are regular employees at the time of early retirement.

The College will advise the Union of any offer of Early Retirement Incentive made to employees, and will advise employees of their right to consult with the Union.

An employee has the right to accept or decline an Early Retirement Incentive offer made by the College within thirty (30) days of the offer being made unless that period is extended by mutual agreement.

If an employee accepts an Early Retirement Incentive offer, they will resign for the purpose of retirement. Their retirement date will be mutually agreed upon between the employee and the College.

Agreement will be in writing and will specify the early retirement date, payment date, specific dollar amount of the incentive and the payment schedule, if any.

The Early Retirement Incentive will be a prorated amount equal to one (1) week's pay for every year of service, to a maximum of six (6) months' pay.

ARTICLE 16: HOURS OF WORK

16.01 WORK DAY

(a) The regular work day shall consist of not more than seven (7) consecutive hours per day and not less than two (2) hours per day.

(b) The regular work day for Facilities Services staff shall consist of not more than seven and one-half (7½) consecutive hours per day and not less than two (2) hours per day.

(c) When a change from the normal scheduled hours of work is required and that change alters the employee's start time by more than one hour, the employee shall be given five (5) working days written notice of such change. If the five (5) working days notice is not possible, the employee shall receive payment at overtime rates for all hours worked outside the normally scheduled hours until the five (5) days have expired.

(d) No employee shall be required to change their schedule against their wishes when other qualified employees, who have completed probation, are willing to work the required schedule. If the numbers willing to work the new schedule are insufficient, the new schedule will first be assigned to the least senior qualified employees who have completed probation.

(e) Staff in Facilities Services and Information Technology Services, and other departments with the mutual agreement of the Union, may be required to work between 11:00 p.m. and 7:00 a.m. Mutual agreement shall not be unreasonably denied.

16.02 WORK WEEK

The regular work week shall consist of not more than five (5) consecutive days Monday to Saturday. However, staff working fourteen (14) hours or less per week may be employed to work on Sundays at regular rates of pay and overtime provisions.

16.03 WORKPLACE FLEXIBILITY

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

(a) New positions created and vacant positions may include Saturday and/or Sunday as a regular workday. Postings for these positions shall state the consecutive days of work.

(b) No regular employee hired prior to April 1, 1998 shall be required to work Saturday or Sunday as a regular workday, unless the employee is currently scheduled to work Saturday or Sunday.

(c) A premium of one additional hour of pay per shift shall apply to all regularly scheduled work on Saturday and Sunday.

(d) No employee shall be laid off or have their hours of work reduced as a result of this Article.

16.04 REST PERIODS

(a) Employees working a shift of more than five (5) hours shall be entitled to a one (1) hour meal break without pay with a minimum meal break of one-half (½) hour.

(b) Employees shall be entitled to a fifteen (15) minute rest period with pay as follows:

3 - 5½ hour shifts 1 rest period

6 - 7½ hour shifts 2 rest periods

*A shift is exclusive of the unpaid meal break.

16.05 CAMPUS CLOSURE

Where the College declares an official campus closure due to an emergency or inclement weather, employees who are required by the College to work during the closure shall be paid at the rate of double time and receive equivalent time off to a maximum of one working day in lieu per day of closure, at straight time, scheduled at a mutually agreeable time. Employees not required to work during the closure shall be paid according to their regular rates as though they were at work.

16.06 MODIFIED WORK WEEK PROGRAM

(a) Participation in the Modified Work Week Program shall be by work group subject to the following:

(i) Participation in the Modified Work Week Program requires the agreement of the work group manager and the majority of employees in the work group.

(ii) Not all employees in a work group are required to participate.

(iii) Full time regular and full time recurring regular employees are eligible to participate. A term employee may only participate when replacing a regular or recurring employee who is participating in the Modified Work Week Program or at the discretion of the supervisor when operational requirements permit and no additional cost will be incurred by the College.

(iv) Participating employees shall make up the hours of one (1) regular shift over a fourteen (14) day period in minimum blocks of thirty (30) minutes, in order to be eligible to take one (1) regular shift off within a twenty-one (21) day cycle.

(v) Work groups wishing to participate in the Modified Work Week Program shall apply annually on the prescribed Labour Management application form no later than November 15th of each year. The forms shall be reviewed by the Labour/Management Cooperation Committee.

(vi) The Modified Work Week Program will operate on a calendar year basis.

(vii) Participation in the Modified Work Week Program shall not result in any change to an employee's compensation.

(viii) In the event that existing levels of service cannot be maintained the College and the Union will seek to resolve the matter before the Labour/Management Cooperation Committee. Where no resolution can be achieved the College may terminate the participation of employees or work groups in the Modified Work Week Program on one (1) month written notice.

ARTICLE 17: OVERTIME

17.01 RIGHT TO REFUSE OVERTIME

Employees shall have the right to refuse overtime except in exceptional circumstances. Exceptional circumstances means a rare, unusual and extraordinary circumstance.

17.02 OVERTIME RATES

Where conditions necessitate overtime and where the work is authorized and permission granted, such overtime will be paid for at the rate of time and one-half for the first two (2) hours in excess of the hours of a full-time employee Monday to Saturday and thereafter at double time. All work on the two (2) regularly scheduled days of rest each week and any hours worked beyond a normal full-time work schedule on statutory holidays shall be paid for at double time.

17.03 TIME OFF IN LIEU OF OVERTIME

With mutual agreement overtime can be taken as time off. Time off in lieu of cash payment shall be taken at a mutually agreed time no later than five (5) months following March 31st of the current fiscal year. Overtime entitlement may be accumulated.

17.04 CALL-OUT PROVISIONS

(a) Where an employee has left after their regular work day, and prior arrangements for the employee to work overtime have not been made and the employee is called back for work, the employee shall receive a minimum of three (3) hours overtime.

(b) Where an employee has not left after their regular work day and is requested to remain after the employee's regular working hours, or if prior arrangements have been made for the employee's reporting back at a specific time, the call-out provision in Clause 17.04 (a) shall not apply.

(c) One (1) hour of pay at regular rates shall be paid to any employee, designated as an emergency contact by their supervisor, who receives an authorized work related inquiry while off shift. Applications for reimbursement under this Clause must be approved by the appropriate supervisor..

(d) Whenever possible, the supervisor will ensure that call-out opportunities are shared equally amongst all qualified employees.

17.05 OVERTIME BREAKS

All employees who are officially requested to remain at work for a period of three (3) hours or more beyond their regular working hours, shall receive a one-half (½) hour paid break at the applicable overtime rate. The break may be taken before or during the overtime period.

17.06 REST INTERVAL

An employee required to work overtime beyond their regular shift shall be entitled to ten (10) clear hours between the end of the overtime worked and the start of the employee's next scheduled shift. If ten (10) clear hours are not provided, overtime rates shall apply to all hours worked on the next regular shift.

17.07 SHARING OF OVERTIME

The supervisor will inform the work group of any overtime required and the qualified members of the work group will decide and advise the supervisor as to which of them will be performing the work.

ARTICLE 18: SHIFT WORK

18.01 SHIFT WORK ALLOWANCE

(a) All employees shall receive an additional five percent (5%) above their normal rate of pay for those hours worked between 5:00 p.m. and midnight. An employee required to work a schedule which extends beyond 5:00 p.m. for more than two (2) days per week shall be entitled to receive the shift allowance on all hours after 3:00 p.m.

(b) All employees shall receive an additional ten percent (10%) above their normal rate of pay for those hours worked between midnight and 7:00 a.m. An employee required to work a schedule which begins on or after 11:00 p.m. shall be entitled to receive the shift allowance on all hours worked between 11:00 p.m. and 8:00 a.m.

18.02 REST INTERVAL

An employee shall be entitled to ten (10) clear hours between the end of one shift and the start of the next shift. If ten (10) clear hours are not provided, overtime rates shall apply to all hours worked on the next shift.

ARTICLE 19: HOLIDAYS

19.01 PAID HOLIDAYS

(a) The College recognizes the following as paid holidays:

New Year's Day	Labour Day
Family Day	National Day for Truth and Reconciliation
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria Day	Christmas Day
Canada Day	Boxing Day
B.C. Day	

And any other day proclaimed as a holiday by the Federal or Provincial Governments, and three (3) working days between Boxing Day and New Year's Day.

(b) All employees who have been employed for at least thirty (30) calendar days immediately preceding a statutory holiday and who continue to be employed on the first working day following a statutory holiday or the Christmas break shall be entitled to the appropriate holidays with pay as per the following:

(i) An eligible employee with a regular schedule of hours who has worked at least fifteen (15) of the thirty (30) calendar days prior to a statutory holiday is entitled to a regular day's pay for the holiday.

(ii) An eligible employee who has worked irregular hours on at least fifteen (15) of the thirty (30) days prior to a statutory holiday is entitled to an average day's pay (divide the total paid in the thirty (30) day period, excluding overtime, by the days worked) for the holiday.

(iii) An eligible employee who has worked fewer than fifteen (15) of the thirty (30) days prior to a statutory holiday is entitled to pro-rated statutory holiday pay (divide total hours worked in the thirty (30) day period, excluding overtime, by 15).

(iv) Recurring regular employees, returning from a layoff, shall not be required to work fifteen (15) days before being paid for subsequent holidays.

19.02 COMPENSATION FOR DESIGNATED HOLIDAYS FALLING ON A DAY OF REST

If any of the above-noted holidays occur on an employee's day of rest, then that day will be added to the employee's annual vacation entitlement or scheduled as time off at a mutually acceptable time.

19.03 PAY FOR REGULARLY SCHEDULED WORK ON A DESIGNATED HOLIDAY

An employee who is required by the College to work on a designated holiday shall be paid at the rate of double time plus another day off with pay at a time acceptable to the College.

19.04 LIBRARY STAFF PAY ON EASTER SUNDAY

The parties agree that Library staff shall be compensated at time and one-half (1 ½) times the regular pay rate for working Easter Sunday.

ARTICLE 20: ANNUAL VACATIONS

20.01 ANNUAL VACATION ENTITLEMENT

(a) All employees shall be entitled to an annual vacation in each year of service to the College as follows:

- (i) Fifteen (15) working days per annum during the employee's first five (5) years of continuous service or six percent (6%) of gross pay per annum.
- (ii) Twenty (20) working days per annum after the employee's fifth (5th) year of continuous service or eight percent (8%) of gross pay per annum.
- (iii) One (1) additional working day for each year of continuous service over ten (10) years up to a maximum of five (5) such additional days.
- (iv) Thirty (30) working days after twenty-five (25) years of continuous service or twelve percent (12%) of gross pay per annum.
- (v) One (1) additional working day for each year of continuous service over twenty-five (25) years up to a maximum of five (5) additional days.

(b)
- (i) Employees who are entitled to an annual vacation of at least fifteen (15) working days will be required to take two (2) continuous vacation periods of at least five (5) days each in duration each year.
- (ii) Employees may access vacation entitlement in one (1) hour or in one-half (1/2) day increments with prior approval of their supervisor.

(c) For purposes of calculation, vacation adjustments will occur on January 1st of each year. Employees who work less than twelve (12) months each year may be paid vacation pay at the appropriate percent rather than receive days. Upon termination, adjustments for unused or over-used vacation entitlement will be made to the employee's final pay.

(d) The College recognizes the period April 16th to August 15th as prime vacation time. All vacations will be scheduled by mutual agreement in writing between the employee and the College. Such agreement shall not be unreasonably withheld, subject to the vacation selection principles identified in Clause 20.02.

(e) Employees engaged on a part-time basis shall be entitled to annual vacation entitlement on a prorata basis.

(f) All employees shall be entitled to a one time long service vacation after the tenth (10th), fifteenth (15th) and twentieth (20th) year of service to the College of five (5), ten (10) and fifteen (15) working days respectively. All long service entitlement vacations must be taken before the employee's next anniversary date, taken all at one time and at a time mutually acceptable to the employee and the College. The entitlement to the long service vacation grant is based on the employee's workload during the anniversary year.

(g) Employees on paid leaves for sickness and/or workers' compensation will earn vacation entitlement only on the first six (6) months of the leave.

20.02 VACATION SELECTION PRINCIPLES

(a) Vacation selection principles are intended to :

(i) guide the approval of vacation scheduling,

(ii) ensure that employees take their earned vacation, and

(iii) recognize the responsibilities of managers as they strive to meet the needs of individual employees and their work units.

(b) In order to provide fairness and equity within the context of the Collective Agreement, vacation scheduling requests may be considered in the following manner, which does not preclude vacation requests from being submitted and considered on either shorter or longer notice.

(i) Departments will post and advise employees of periods of time that staffing level requirements may limit vacation approvals.

(ii) Employee applications for vacations made prior to February 28th of each year shall be given preference in order of seniority. Applications for vacation made after February 28th will be on a first-come-first-serve basis only.

(iii) The supervisor when applicable will post vacation schedules advising of conflicting dates and the workgroup will try to resolve conflicts within itself by no later than five working days after February 28th.

(iv) If there is no informal consensus at the workgroup level to resolve conflicts, supervisors will resolve conflicts through the application of seniority as per Clause 20.04.

(v) Written confirmation of approved vacation will be sent to employees within ten (10) working days of February 28th or when submitted in order to allow as much time for vacation planning as possible.

(vi) Employees are encouraged to discuss unusual or short notice vacation requests with their supervisors and to refrain from making definite travel plans in advance of receiving written confirmation of their approved vacation.

20.03 VACATION CARRY OVER

(a) With the approval of the College employees may carry over up to ten (10) days of their annual vacation entitlement into their next vacation year. Application for vacation carry over shall be made using the Vacation Carry Over Request Form. Approval will not be unreasonably withheld.

(b) Any vacation carried over must be used in the calendar year following the year in which the vacation was accumulated.

(c) (i) By the end of each February, employees' annual vacation entitlements will be available online for the employee to view. By the end of each October, employees' unused vacation balance will also be available online for the employee to view.

(ii) Where the College or designate directs the employee to work, such that the employee is unable to take the employee's full vacation entitlement, the remaining entitlement will be carried forward to the following year. By mutual agreement, such vacation entitlement may be converted to additional pay.

20.04 VACATION SCHEDULES

Vacation schedules, once approved by the College, shall not be changed other than in cases of emergency, except by mutual agreement in writing between the employee and the College. Where necessary, vacation time schedules shall be determined in order of seniority.

20.05 VACATION PAY

Payment for vacations will be made at an employee's regular rate of pay, except if an employee has been working in a higher paid position than their regular position for a majority of the sixty (60) working days preceding the employee's vacation, in which case the employee shall receive the higher rate.

20.06 APPROVED SICK LEAVE DURING VACATION

In cases where an employee is bedridden due to illness of three (3) or more days during their vacation period, the period of vacation so displaced may be taken at a mutually agreed upon alternative time. A request for such replacement vacation time must be supported by a certificate from a medical practitioner. The employee must inform the College of the claim as soon as possible during the vacation period and no later than one (1) week of returning to work.

20.07 COMPENSATION FOR HOLIDAYS FALLING WITHIN VACATION SCHEDULES

Where an employee is on vacation leave and a paid holiday falls within the leave period, the paid holiday shall not count as a day of vacation.

ARTICLE 21: SICK LEAVE PROVISIONS

21.01 SICK LEAVE ENTITLEMENT

(a) Eligible regular employees shall be entitled to leave with pay for the first thirty (30) calendar days of absence due to illness or injury. After thirty (30) calendar days of a single and continuous illness or injury, the provisions of the Short Term Disability and Long Term Disability plans apply.

(b) Casual and term employees with pre-approved scheduled assignments shall be entitled to leave with pay for five (5) days absent due to illness or injury in accordance with the *Employment Standards Act*.

(c) Joint Early Intervention Program (JEIP)

The parties have agreed to participate in the Post-Secondary Joint Early Intervention Program. The parties also agreed that the JEIP will incorporate the following principles:

- Jointly Managed – The program will be jointly managed by the Employer and the Union.
- Mandatory – An employee may be referred for participation in the JEIP when absent from work for five or more consecutive days or where it appears that there is a pattern of consistent or frequent absence from work. If an employee is referred, the employee must participate in the JEIP.
- Rehabilitative – The JEIP is rehabilitative in nature.
- Confidential – The parties involved in the program will maintain confidentiality of all information.

(d) Employees who receive sick leave benefits pursuant to Article 21.01 (a) who for the same period receive compensation for lost wages from the Insurance Corporation of British Columbia, or from any other entity, or as the result of a legal action initiated against any third party, shall be obligated to notify and reimburse the College an amount equal to that which was paid during the period by the College pursuant to Article 21.01 (a).

(e) Employees shall retain sick leave accrued up to but not beyond December 31, 2003 including any entitlement to payout of such sick leave entitlement pursuant to Clause 21.09.

21.02 RECURRING ILLNESS OR INJURY

(a) Employees who return to work within the first thirty (30) days of leave and within ten (10) work days again become unable to work because of the same illness or injury shall be considered to be within the original thirty (30) day period referred to in Article 21.01 (a).

(b) Employees who return to work within the first thirty (30) days of leave and within fourteen (14) consecutive calendar days again become unable to work as a result of a new illness or injury unrelated to the illness or injury that caused the previous absence shall be entitled to a further thirty (30) days of sick leave pursuant to Article 21.01 (a).

21.03 EMPLOYEES TO INFORM COLLEGE

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

21.04 SICK LEAVE REPORT

The College may request documentation from a qualified medical practitioner when an employee is returning to work following a sick leave absence of more than four (4) working days. The College may also request a report from a qualified medical practitioner when it appears that a pattern of absence is developing.

21.05 FAMILY ILLNESS

After notifying the employee's immediate supervisor, a regular employee shall be entitled to a leave of absence without loss of pay or benefits for up to three (3) days at any one time to a maximum of five (5) days per calendar year to care for an ill or injured member of their immediate family (as defined in Clause 22.06) when no one at home other than the employee can provide for the needs of the ill or injured family member, or where necessary to take a dependant child to an appointment with a medical practitioner when there is no one else in the home that can attend to the needs of the dependant child. Family illness time can be accessed by hours.

21.06 INELIGIBLE FOR SICK LEAVE

An employee is not eligible for sick leave with pay for any period during which the employee is on leave of absence without pay (other than maternity leave), under suspension, on strike, on layoff or locked out.

21.07 SICK LEAVE RECORDS

Upon request an employee shall be advised of the balance of the employee's sick leave credits.

21.08 MEDICAL AND DENTAL APPOINTMENTS

(a) Employees shall consult with their supervisor in arranging for medical and dental appointments. If necessary, proof of an appointment shall be given to the employee's supervisor. Every effort shall be made to arrange appointments so as not to conflict with regular working hours.

(b) When it is not possible to schedule the medical or dental appointment outside working hours regular employees shall be granted a leave of absence with pay to a maximum of two (2) hours to attend the appointment.

(c) Medical appointments shall include appointments with psychologists, chiropractors and physiotherapists.

(d) When there are a series of medical or dental appointments or treatments are required, the scheduling of such appointments/treatments must be done in consultation with the supervisor prior to the start-up of the series.

21.09 PAYMENT FOR UNUSED SICK LEAVE

(a) Only those employees with accrued unused sick leave as of December 31, 2003 shall have access to the benefits in this Clause below.

(b) Employees with ten (10) or more years of service shall be entitled to receive either:

  (i) a cash payout, or

  (ii) to use the sick leave to retire early to a maximum of fifty percent (50%) of the accrual upon reaching retirement age (as defined in the Pension (Municipal) Act) based on the employee's average rate of pay as defined in the Pension Act.

(c) In the event of the death of an employee with ten (10) or more years of service, the College will pay fifty percent (50%) of the accrual to the employee's designated beneficiary as indicated in the group life insurance policy, unless otherwise indicated in writing. For greater clarity, this applies to active employees, employees on approved leaves, including WorkSafe BC and "own occupation" disability claims and those on layoff during their recall period.

(d) Calculation of the duration of the early retirement period and/or the cash value of the accrued sick leave entitlement shall be based on the employee's salary rate as at December 31, 2003.

21.10 BENEFIT PREMIUMS

The College will continue to pay its portion of benefit premiums while an employee is off on approved sick leave.

ARTICLE 22: LEAVE OF ABSENCE

22.01 FOR UNION BUSINESS

(a) The Union will provide in advance a list of all members authorized to conduct Union business. Leave for such members will be for, but not limited to, reactive responses to grievances, attendance at meetings of College committees, participation in negotiations and arbitrations.

(b) Not more than three (3) officers and Union representatives on joint committees shall be entitled to leave their work during working hours in order to carry out their responsibilities directly relating to the work situation at the College, except for Education Council, grievance and negotiating committees which may have up to four (4) representatives from the Union.

(c) Wherever possible, the requirements for time off shall be scheduled by the Union officer or representative to occur during slower work periods so as to minimize the disruption to the College's operation.

(d) Permission to leave work during working hours for the purposes described above shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld. Time taken as leave from the job under this Clause will not be required to be made up.

(e) Time off with pay, at Union expense, shall be granted to delegates of the Union to participate in Union activities. Application for approval of such leave shall be made to the appropriate supervisor at least ten (10) working days prior to the intended leave whenever possible. Approval will normally only be granted to one member of any College service area at any one time unless staffing allows for greater representation. The College will invoice the Union for total salaries and benefits paid in respect of the time the employees were away on Union business no earlier than the first day of the month following the month when the leave was taken.

22.02 LEAVE OF ABSENCE FOR COLLEGE COMMITTEES

An employee whose assigned work schedule would prevent them from attending meetings of a College committee to which the employee has been elected or appointed, will be granted a leave of absence from their regular duties without loss of pay or other entitlements to attend such meeting(s).

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

22.03 EMPLOYER PAID UNION LEAVE

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

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

22.04 JURY DUTY OR COURT WITNESS

Employees who are required by law to serve as jurors or witnesses in any court shall be granted leave of absence for this purpose. Providing that the employee concerned deposits with the College any pay received, other than expenses, no deduction in salary shall be made for such absence.

22.05 LIFE-THREATENING EMERGENCY LEAVE

In the case of a life-threatening emergency within the immediate family (as defined in Clause 22.06) that requires an employee's attendance, the employee shall be entitled, after notifying their immediate supervisor, to a leave of absence without loss of pay or benefits for up to five (5) days at any one (1) time per calendar year.

22.06 BEREAVEMENT LEAVE

An employee may be granted up to five (5) regularly scheduled consecutive work days, and under exceptional circumstances, additional time without loss of wages or benefits in the case of the death of a parent, step-parent, spouse, common-law spouse, fiancé, sibling, child, step-child, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, niece, nephew, or any other relative who has been residing in the same household.

22.07 GENERAL LEAVE

(a) Notwithstanding any provision for leave in this Agreement, an employee may apply for and be granted a leave of absence without pay for good and sufficient reason provided that the employee has used all but five (5) days of their vacation entitlement. Employees requesting such leave will do so using the Unpaid Leave of Absence Request Form. Approval will normally be granted after consultation with the employee's immediate supervisor and exempt manager. An employee returning to work after leave of at least one (1) month, shall provide the College with at least four (4) weeks' notice of their intention to return.

(b) The Union shall receive a copy of all approved leave requests.

22.08 MATERNITY LEAVE

(a) Maternity Leave

Upon written request, leave of absence without pay and without loss of seniority shall be granted for pregnancy to a maximum of seventeen (17) consecutive weeks. The employee returning to work after maternity leave shall provide the College with at least four (4) weeks notice and on return from maternity leave the employee shall be reinstated in all respects by the College in the position previously occupied by the employee or in a comparable position and with all increments to wages, entitlements and benefits to which the employee would have been entitled had the leave not been taken.

(b) Employment During Pregnancy

The College shall not deny a pregnant employee the right to continue employment during the period of pregnancy when the employee's duties can reasonably be performed. The College may require proof of the employee's capability to perform their normal work through the production of a medical certificate.

(c) Length of Maternity Leave

Maternity leave shall cover a period up to seventeen (17) consecutive weeks commencing no earlier than thirteen (13) weeks before the expected date of birth and no later than the date of birth.

(d) Employment Status

(i) While on maternity leave an employee shall retain and accumulate their full employment status in connection with the seniority provisions.

(ii) The services of an employee who is absent from work in accordance with this Clause shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee and the College shall continue to make payment to the plan in the same manner as if the employee were not absent where:

1. the College pays the total costs of the plan; or
2. the employee elects to continue to pay the employee's share of the cost of a plan that is paid for jointly by the College and the employee.

22.09 PARENTAL AND ADOPTION LEAVE

(a) Upon four (4) weeks written notice and submission of a medical certificate or proof of adoption, an employee is entitled to a parental leave of absence without pay, and with continued accrual of seniority, as follows:

(i) For a parent who takes leave under Clause 22.08 they are entitled to up to sixty-one (61) consecutive weeks of unpaid leave, which must begin immediately after the end of the leave taken in Clause 22.08 unless the College and the employee agree otherwise.

(ii) For a parent, other than an adopting parent who does not take leave under Clause 22.08, they are entitled to up to sixty-two (62) consecutive weeks of unpaid leave, which must begin within seventy-eight (78) weeks after the birth of the child or children.

(iii) For an adopting parent, they are entitled to up to sixty-two (62) consecutive weeks which must begin within seventy-eight (78) weeks after the child or children are placed with the parent.

(b) Return from Leave

On return, an employee shall be reinstated in all respects in the position previously occupied or in a comparable position and with all increments to wages and benefits to which the employee would have been entitled had the leave not been taken.

(c) Benefit Plans

The College shall continue to make payments to the benefit plans in the same manner as if the employee were not absent where:

(i) the College pays the total costs of the plan; or

(ii) the employee elects to continue to pay the employee's share of the cost of a plan that is paid for jointly by the College and the employee.

(d) Additional Leave

(i) Where the child suffers from a physical, psychological or emotional condition the employee shall be entitled to an additional period of parental leave of up to five (5) consecutive weeks.

(ii) General leave as per Clause 22.07 may be granted where additional leave is required because of the health of the mother or the newborn child.

(e) Non-Birth Parent Leave

(i) At the time of the birth or adoption of an employee's child, the non-birth parent shall be entitled to two (2) days leave of absence without loss of pay or benefits to attend the birth or adoption of the employee's child.

(ii) An employee on parental or adoption leave is not entitled to leave under this Article.

22.10 SUPPLEMENTAL EMPLOYMENT BENEFIT FOR MATERNITY AND PARENTAL LEAVE

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

(a) For the first week of leave, where no EI benefit is paid, an employee shall receive seventy-five percent (75%) of their salary calculated on their average base salary.

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

(c) For up to a maximum of thirty-five (35) weeks of parental leave, the birth mother, the biological father, the common-law partner or adoptive parent who is caring for the child shall receive an amount equal to the difference between the Employment Insurance Standard Parental EI benefits and seventy-five percent (75%) of the employee's salary calculated on the employee's average base salary.

(d) Where the parent, as per Clause 22.10 (c) above, who is caring for the child elects the Employment Insurance Extended Parental EI benefit, for a maximum of sixty-one (61) weeks, the parent shall receive the same total SEB benefit amount received under Clause 22.10 (c), spread out and paid over the longer period. Payroll will make this calculation.

(e) Provided the employee received SEB as per Clause 22.10 (a), (b), (c) or (d), for the last week of leave, where no EI benefit is paid, the employee shall receive seventy-five percent (75%) of their salary calculated on their average base salary.

(f) The average base salary for the purpose of Clauses 22.10 (a), (b) and (c) is the employee's average base salary for the twenty-six (26) weeks preceding the maternity or parental leave. If the employee has been on unpaid leave for part of the preceding twenty-six (26) weeks, then up to four (4) weeks of that unpaid leave will be subtracted from the twenty-six (26) weeks for the purpose of calculating the average base salary.

(g) An employee is not entitled to receive Supplemental Employment Benefits and disability benefits concurrently. To receive Supplemental Employment Benefits, the employee shall provide the Employer with proof of application for and receipt of Employment Insurance benefits.

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

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

22.11 VACATION CARRY OVER

Notwithstanding Article 20.03 vacation entitlement earned while on maternity, parental or adoption leave may be carried over to the next calendar year.

22.12 LEAVE OF ABSENCE FOR FULL-TIME UNION OR PUBLIC DUTIES

(a) If nominated as a candidate for election, an employee shall be granted leave without pay to engage in the election campaign. If not elected, the employee shall be allowed to return to the employee's position at the College.

(b) If elected, the employee shall be granted, upon written request, leave of absence without pay as follows:

  (i) An employee elected or appointed to a full-time position with the Union or any body which the Union is affiliated shall be granted leave of absence from the employee's current position without loss of seniority for a period of up to two (2) years;

  (ii) Leave from the employee's current, or equivalent position, shall be extended for up to two (2) additional years on request during the employee's elected term of office.

22.13 DOMESTIC VIOLENCE / INTIMATE PARTNER VIOLENCE LEAVE

Where leave from work is required due to an employee and/or employee's dependent child being a victim of domestic violence, the employee shall be granted leave, in each calendar year, as follows in accordance with the Employment Standards Act:

(a) Up to 5 days of paid leave,

(b) Up to 5 days of unpaid leave, and

(c) Up to 15 weeks of additional unpaid leave.

In the event existing legislation is changed regarding domestic violence leave to provide more than five (5) days paid leave, the College will provide such leave consistent with legislation. (No stacking of entitlements).

22.14 CULTURAL LEAVE FOR INDIGENOUS EMPLOYEES

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

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

22.15 COMPASSIONATE CARE LEAVE

An employee will be granted a compassionate care leave of absence without pay for up to twenty-seven (27) weeks to care for a gravely ill family member. For the purpose of this Clause, "family member" is defined in the Employment Standard Act for Compassionate Care Leave. In order to be eligible for this leave, the employee must provide a certificate from a medical practitioner or nurse practitioner stating that the family member has a serious medical condition with a significant risk of death within twenty-six (26) weeks. The employee must give the employer a copy of the certificate as soon as practicable.

An employee who is granted a compassionate care leave of absence to care for a gravely ill family member shall be entitled to the benefits as follows:

(a) The employee's benefit coverage will continue for the duration of the compassionate care leave, 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.

(b) 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.

(c) 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.

(d) 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.

22.16 DEFERRED SALARY LEAVE PLAN

The parties agree that members of the bargaining unit have access to any Deferred Salary Leave Plan the College makes available to other employees.

ARTICLE 23: PAYMENT OF WAGES AND ALLOWANCES

23.01 PAY DAYS

The College shall pay salaries and wages bi-weekly in accordance with schedules attached hereto and forming part of this Agreement. On each pay day each employee shall have access to an itemized statement of the employee's wages, overtime and other supplementary pay and deductions.

23.02 EQUAL PAY FOR WORK OF EQUAL VALUE

Employees shall receive equal pay for work of equal value.

23.03 RATE OF PAY ON PROMOTION

When an employee is promoted, consistent with Article 14, to another classification and such promotion would not otherwise result in any increase in salary at the time, such an employee shall be placed in an increment step in the employee's new classification which will provide an immediate increase over the employee's previous salary rate. The date of promotion to the new classification shall become the anniversary date for application of the salary progression.

23.04 PAYMENT FOR TEMPORARY RELIEF IN HIGHER CATEGORY

When an employee is assigned in writing to temporarily relieve in or perform the principal duties of a higher pay position that employee shall be paid at the following rate:

(a) For relief within the bargaining unit:

  (i) The higher of seven and one-half percent (7½%) of the employee's current rate of pay or the salary for Step A of the appropriate pay grade for the position.

  (ii) When the higher pay position is to continue for a period longer than three (3) months, it shall be considered a term position and will be posted. With mutual agreement from the College and the Union the relief assignment may be extended without a posting.

(b) For relief outside the bargaining unit:

(i) Fifteen percent (15%) higher than the employee's current rate of pay and no overtime entitlement can be accumulated during the relief period.

(ii) When the higher pay position is to continue for a period longer than six (6) months, it shall be considered a term position and be posted. With mutual agreement from the College and the Union, the relief assignment may be extended beyond six (6) months, without a posting and shall then receive thirty percent (30%) higher than the employee's current bargaining unit rate of pay.

23.05 SPECIAL ADDITIONAL PAY

(a) Where designated, the following added payment will be made over the incumbent's base rate of pay:

- First Aid Certificate (Level 2 or Level 3)
  (WorkSafe BC) $1.34/hour
  (Effective June 30, 2022, see Schedule "C" for updated rates)

(b) Where and when required, and processed on time sheets when used, the following added payments will be made over the incumbent's base rate of pay. A full day of added payment will be made for any day during which the certification is used.

- Pesticide Certificate $1.06/hour
  (Effective June 30, 2022, see Schedule "C" for updated rates)
- Maintenance Technician II – Field Service Representative $1.30/hour
  (Effective June 30, 2022, see Schedule "C" for updated rates)

(c) Second Language Stipend

Individuals in positions identified by the Joint Advisory Job Evaluation Committee as requiring the knowledge and regular use of a second language shall receive a stipend of three percent (3%) of their regular hourly rate.

(d) Teaching Stipend

Individuals in positions identified by the Joint Advisory Job Evaluation Committee as meeting the criteria, shall receive a teaching stipend of three percent (3%) of their regular hourly rate. An additional rate of fifteen dollars and sixty-three cents ($15.63) per hour (effective June 30, 2022, see Schedule "C" for updated rates) will be paid on submission of timesheets for any hours beyond one hundred and four (104) in a teaching year. Any assignment involving teaching in excess of three hundred and twelve (312) hours per year shall require mutual agreement of the parties. For purposes of this calculation, the teaching year shall be defined as September 1 to August 31.

(e) The above noted hourly rates shall be increased by the average percentage increase reflected in the attached schedules when they come into effect (see Schedule "C").

23.06 INCREMENT STEP PROGRESSION

The first salary increment applicable under Schedule "B" shall be granted upon the completion of twelve (12) months of service. Thereafter, salary increments shall continue to be granted after serving twelve (12) months of service at the previous step.

23.07 AUTOMOBILE ALLOWANCE

The College will pay mileage as per "Guidelines for Reimbursement of Domestic Travel", which will be reviewed annually.

ARTICLE 24: JOB DESCRIPTIONS AND JOB EVALUATION PLAN

24.01 JOB DESCRIPTIONS AND CLASSIFICATIONS

(a) Each job classification shall have a recognized job description. All job descriptions will be reviewed in accordance with the procedures adopted by the Joint Advisory Job Evaluation Committee.

(b) The description of a job shall reflect the general details considered necessary to describe the principal functions and requirements of the job and shall not be construed as a detailed description of all of the functions and work requirements that may be inherent in the job.

(c) Existing job descriptions shall not be eliminated or changed without notification to the Joint Advisory Job Evaluation Committee.

(d) Whenever possible job descriptions will be prepared by the supervisor in consultation with incumbent(s). The College shall establish the necessary education and experience requirements of the position. Such requirements shall be fair and reasonable in line with the duties to be performed.

24.02 JOB EVALUATION

(a) Establishment of a Joint Advisory Job Evaluation Committee

A Joint Advisory Job Evaluation Committee shall be established and consist of two (2) representatives of the College and two (2) representatives of the Union. The College shall provide the necessary secretarial and support functions to ensure meetings are held, minutes and agendas are compiled and that necessary documentation is distributed.

(b) Disagreement on Job Content

When the incumbent, supervisor and/or Dean or Vice President, as appropriate, cannot reach agreement on any aspect of job content, or when disagreements arise during the job analysis procedures, such disputes are not the responsibility of the Job Evaluation Committee and must be resolved before the job evaluation process is undertaken. Disputes over job content may be referred to the Labour/Management Cooperation Committee. If the dispute is not resolved within three (3) weeks, it shall be referred to the grievance procedure as provided for in Article 10. This time limit may be extended by mutual agreement of the parties in writing.

(c) Functions of Committee

(i) The Committee's function shall be to review changes to the principal functions and requirements of an existing job or the principal functions and requirements of new positions created within the bargaining unit by measuring the content of the jobs. The content is defined as the knowledge, skill, responsibility, effort, working conditions and other elements of each job or position. It is the jobs or positions alone that are compared without regard to the individuals or the personal performance of the incumbents filling the occupations.

(ii) The Committee shall provide advice to the College for administering the entire job evaluation plan including:

(1) Amending concise job descriptions for each job within the bargaining unit.

(2) Evaluating each job based on a questionnaire completed by the incumbent(s) and supervisor, according to the Camosun College Job Evaluation Manual, which forms part of this Collective Agreement.

24.03 DISAGREEMENT ON COLLEGE ACTION

In cases where the College does not implement the recommendation of the Committee or when the Committee is not able to reach agreement, the Union reserves the right to refer the matter to the grievance procedure in accordance with Article 10.

24.04 RATE OF PAY ON REVALUATION

On revaluation of any employee's position to a higher pay grade, the employee shall move to the next highest rate of pay on the grid or to the same increment step in the pay grade to which the employee has been re-evaluated, whichever is the higher pay amount. No employee as a result of job evaluation or revaluation shall suffer loss of pay or loss of rights to wage increases by means of normal increment steps, negotiation wage increases or stipends. The anniversary date for increments shall remain the same as before revaluation for that employee.

24.05 SPECIAL ADDITIONAL PAY CERTIFICATES

It is agreed that the certificates named in Clause 23.05, Special Additional Pay, will not also be included through the job evaluation process as essential qualifications within job descriptions.

ARTICLE 25: NEW POSITIONS OR CHANGED DUTIES

25.01 REVISION OF JOB DESCRIPTIONS OR ADDITION OF NEW POSITIONS

(a) The College may change the principal functions and requirements of an existing job or it may add new positions. The College shall propose a revised job description and/or point evaluation for the new or changed position and shall submit same to the Joint Advisory Job Evaluation Committee for evaluation.

(b) When the College determines that the posting process must be expedited for good and valid operational reasons the College may post the new, or substantially altered position with a draft job description and/or tentative point evaluation. Appointment to the position will not occur before a preliminary review of the draft job description and/or tentative point evaluation by at least one (1) representative of the College, one (1) representative of the Union from the Joint Advisory Job Evaluation Committee. If the preliminary review results in a change of more than one (1) pay grade the posting shall be withdrawn and the job description and/or pointing shall be revised and the position re-posted.

(c) Any resulting change in evaluation or pay grade shall be effective from the date the College revised the job or added the new position, as the case may be.

25.02 UNION MAY CLAIM CHANGE IN JOB CONTENT

If the Union claims that the duties of an existing job have been changed to an extent sufficient to alter the description and/or the evaluation or pay grade of the job, the Union may request the Joint Advisory Job Evaluation Committee to review the submitted questionnaire. The committee shall meet within two (2) weeks to perform this review. The date of retroactivity for any changes in pay grade will be the date the questionnaire was signed by the employee.

25.03 EXTENSION OF TIME LIMITS

The time limits referred to in this Article may be extended by mutual agreement of the parties in writing.

ARTICLE 26: GROUP BENEFITS

26.01 HEALTH AND WELFARE BENEFITS

(a) Extended Health Benefits

1. Total lifetime coverage level will be unlimited.
2. Hearing aid benefit claims will be a maximum of $1000 every three years.
3. Vision care benefit claims will be a maximum of $650 every two years.
4. Eligible employees will be entitled to be reimbursed a total of one hundred dollars ($100) every two (2) years for vision exams.

(b) Dental Plan

Plan A includes dental recall exams (polishing, application of fluoride and recall) to once every nine months except dependent children (up to age 19) and those with dental problems as approved by the Plan.

(c) Benefit Entitlement for Part-time Regular Employees

Part-time employees with regular appointments of at least 17.5 hours per week (35 hours bi-weekly) will be entitled to group life insurance, extended health, dental and medical benefits as set out in the local collective agreement.

(d) Benefits for Regular Recurring Employees on Layoff

(1) Employees who elect not to participate in the group benefit plan may, on a one-time basis with the carrier's approval, elect to participate in the plan.

(2) Employees who elected not to participate in the plan because they had alternate coverage through a spouse may elect to join the plan if the alternate coverage is lost.

26.02 EXTENDED HEALTH

All regular employees shall be covered by the Extended Health Benefit Plan. The College shall pay one hundred percent (100%) of the premium for the Extended Benefit Plan. In the case of part-time employees, the College share of premium costs shall be reduced and prorated. Coverage shall commence on the first day of the month following their appointment to regular status.

26.03 DENTAL PLAN

All regular employees shall be eligible to participate in the College's dental plan upon the completion of their probationary period. The College shall pay one hundred percent (100%) of the premium costs for full-time employees. Premium costs will be shared on a prorated basis for part-time employees. The plan shall provide for payment of one hundred percent (100%) of costs for items listed under Plan A; eighty percent (80%) of costs for items listed under Plan B and sixty percent (60%) for items listed under Plan C to a maximum of three thousand dollars ($3,000.00). All eligible employees with appointments of half time or more must participate in the plan unless the employee is covered by another dental plan. Participation in the plan by eligible employees with appointments of less than half time shall be optional.

26.04 WORKSAFE BC

(a) Where an employee is on a claim recognized by WorkSafe BC, the employee shall be entitled to leave at the employee's regular rate of pay up to a maximum of six (6) months per claim. An employee shall continue to accrue seniority and shall be maintained on College paid benefit plans during the leave. Vacation shall be earned during the first six (6) months of the leave only.

(b) After the first six (6) months, compensation payments from WorkSafe BC will be sent directly to the employee. All employee benefit premiums normally paid by the College shall continue during this leave.

26.05 GROUP LIFE INSURANCE

The College shall pay one hundred percent (100%) of the premium costs of a group life insurance policy which provides for benefits payable on the basis of two (2) times of the annual salary rate rounded to the next higher $1,000.00, or twenty-five thousand dollars ($25,000.00), whichever is greater, on the death of an employee. Regular employees with an appointment of half time or more, are eligible to participate in the plan upon the completion of their probationary period. Participation of eligible employees shall be a condition of employment. Premiums for regular, part-time employees will be shared on a prorated basis.

26.06 MUNICIPAL PENSION PLAN

(a) Full-time regular employees shall participate in the Municipal Pension Plan upon completion of their probationary period.

(b) Full-time term employees shall participate in the plan upon the completion of one (1) year of continuous employment by the College.

(c) Part-time term and part-time regular employees may apply for enrolment in the plan upon the completion of two (2) years of continuous employment by the College.

26.07 PENSION PLAN BUY BACK

Enrolment in the Municipal Pension Plan shall be as set out in the Pension (Municipal) Act.

In order to enable employees who qualify according to the Municipal, College or Public Service Pension Act to buy back previous pensionable service, the Employer agrees to provide payroll deduction in an amount suitable to the employee and to provide the administration necessary to enable such buy back.

26.08 GROUP DISABILITY INSURANCE

(a) The College will pay the costs of a group disability insurance plan that provides a benefit level at one hundred percent (100%) for the first thirty (30) calendar days, short term disability benefits at seventy percent (70%) weekly indemnity for the next twenty-one (21) weeks, and long term disability benefits at seventy percent (70%) of the employee's gross monthly salary as defined on the basis of two (2) year own occupation and any other occupation thereafter.

(b) Enrollment in the plan is mandatory for all regular employees with a workload of fifty percent (50%) or greater.

(c) Regular employees who work less than a fifty percent (50%) workload shall be entitled to the same College provided sick leave for the first thirty (30) days for any single illness or injury as other regular employees. The provisions of the Short Term and Long Term disability plans bar such employees from participating.

(d) For the length of time that the disability carrier covers an employee's disability claim under "own occupation" protection, an employee shall accrue seniority, retain the right to return to the same or equivalent position, and shall be entitled to all rights and benefits under this Collective Agreement. Employees' extended health and dental benefits, shall continue to be paid by the College while the employee is disabled. Where an employee chooses to apply to purchase pensionable service for the period of their short term disability, the College will pay its portion of pension contributions, subject to applicable pension regulations. Employees no longer covered by the "own occupation" protection (normally a maximum of two (2) years) shall no longer accumulate seniority, be eligible to participate in College benefit plans, or have a position saved for them at the College. Pensionable service time will continue to accrue in accordance with the Municipal Pension Act.

(e) An employee who is no longer deemed disabled under the provisions of the disability income maintenance programme shall be placed in the employee's former position with the College or equivalent, provided medical evidence indicates the employee is able to perform the work. An employee who is no longer receiving Long Term Disability benefits, but who is not able to return to their former position (or equivalent), will maintain regular status for a period of one (1) year for purposes of applying for posted vacancies and staff development funds only. In order to assist such an employee in a retraining process, the Labour/ Management Cooperation Committee may exceed the individual maximum funding allowed under the staff development guidelines. This may include funding for career counselling.

By mutual agreement between the College and the Union, a posting may be waived to allow such an employee to be placed in a position for which the employee is qualified.

ARTICLE 27: HEALTH AND SAFETY

27.01 COOPERATION AND SAFETY

The Union and the College shall cooperate in improving work procedures, equipment and methods to ensure that potential hazards are identified and controlled. The Union and the College shall also cooperate in improving rules and practices which will provide adequate protection to all employees.

27.02 UNION-COLLEGE HEALTH AND SAFETY COMMITTEE

The College shall establish a College Health and Safety Committee comprised of representatives of College management and employee groups. Committee membership shall include not less than three (3) representatives from CUPE Local 2081.
The College shall endeavour to include one first aid attendant from each College campus on the committee.

27.03 HEALTH AND SAFETY COMMITTEE PAY PROVISIONS

(a) The Health and Safety Committee shall meet regularly at least once each month. In addition, the committee shall hold meetings as requested by the Union or by the College to deal with all unsafe, hazardous or dangerous conditions. Meetings shall be scheduled during normal College hours of operation. Representatives of the Union shall suffer no loss of pay for attending such meetings, workplace inspections or accident/incident investigations.

(b) Time spent by designated committee representatives attending Health and Safety meetings held on their days of rest shall receive equivalent time off at straight time. As required, Union designated committee representatives shall be allowed one (1) hour preceding meetings to prepare documentation or reports.

(c) Time spent by designated committee or Union Health and Safety representatives to attend to related business, as directed by the Health and Safety Committee, on their days of rest or outside regular scheduled hours of work shall receive equivalent time off at straight time.

(d) For the purpose of calculating time spent by designated representatives in (b) and (c) above, travel time between campuses and to respond to emergency situations shall be included.

(e) Copies of minutes of all committee meetings shall be sent to Health and Safety Committee members, the Department of College Safety, the Ministry of Advanced Education, Skills and Training, the College posting boards and to the Union.

27.04 DUTY TO REPORT UNSAFE CONDITIONS

Employees shall report unsafe working conditions to their supervisor. The supervisor shall report unsafe working conditions to the Facilities Services. Facilities Services shall report such concerns in writing to the Union/College Health and Safety Committee pursuant to Article 27.02.

Nothing in this Article precludes employees from also reporting their concerns to the Union/College Health and Safety Committee.

27.05 RIGHT TO REFUSE UNSAFE WORK

An employee may refuse to perform work that the employee considers to be unsafe. Such employee must immediately report the unsafe condition to the employee's supervisor. The supervisor shall call in two members (one of whom will be a CUPE member) of the campus Health and Safety Committee to review and decide on the safety of the situation and any corrections required. The employee shall not lose pay, benefits or seniority, or be faced with any disciplinary action for refusing to perform duties which are considered to be unsafe or hazardous until corrected or reviewed. The College shall not assign any other employees to perform the work assignment in dispute.

27.06 PROTECTIVE WEAR AND SPECIAL CLOTHING

(a) The College shall provide adequate rainwear for employees in the grounds, maintenance, and child care departments.

(b) The College shall provide regular employees who work in tool-cribs, grounds, shipping/receiving, including bookstore receivers, cook's training and maintenance, with adequate safety footwear up to a non-accumulative maximum of two hundred and fifty dollars ($250.00) annually, plus taxes.

(c) The College shall provide regular Custodial employees with adequate non-slip footwear up to a non-accumulative maximum of one hundred and twenty-five dollars ($125.00) annually, plus taxes.

(d) The College shall provide regular employees who work in dental with an allowance of one hundred dollars ($100.00) every two years to assist in the purchase of puncture resistant footwear.

27.07 EMERGENCY EVACUATION PROCEDURE

The College will include, as part of its employee orientation program, information on Emergency Preparedness and Procedures. Periodic events shall be held to test emergency preparedness.

27.08 FIRST AID SERVICES

When an employee is designated to be a College First Aid Attendant, the cost of obtaining and renewing the Occupational First Aid Certificate shall be borne by the College. Leave to take the necessary courses shall be granted with pay.

ARTICLE 28: TECHNOLOGICAL CHANGE AND OTHER CHANGES

28.01 ADVANCE NOTICE

Three (3) months before the introduction of any technological change or new methods of operation which affect the rights of employees, conditions of employment, wage rates or work loads, the College shall notify the Union of the proposed change.

28.02 CONSULTATION

The parties agree to meet within ten (10) working days of the College's notice to the Union pursuant to Clause 28.01

To facilitate this, the College will provide the Union with details of the proposed technological change or new method of operation with the notice and the Union will notify the College in writing of the representatives who will be available to meet.

Any such change shall be made only after the Union and the College have attempted to reach agreement.

28.03 DISPUTES

(a) If a dispute arises in seeking agreement pursuant to Clause 28.02 before the expiry of the three (3) month notice period, the parties may mutually agree to seek mediation/arbitration pursuant to section 105 Consensual Mediation/ Arbitration of the BC Labour Code. Failing that, after the expiry of the three (3) month-notice period, either party may apply for Mediation/ Arbitration section 105 Consensual Mediation/Arbitration of the Labour Code and the other party will co-operate in seeking a resolution through this process.

(b) Where the Union feels that an employee(s) rights under this Collective Agreement have been violated, the matter shall be referred to the grievance procedure.

28.04 TRANSFER ARRANGEMENTS

An employee who is displaced from their job by virtue of technological change or technological improvements will be given the opportunity to fill other vacancies according to seniority and ability, and shall not suffer loss of pay or loss of rights to wage increases by means of normal increment steps, negotiated wage increases or stipends. The anniversary date for increments shall remain the same as before the displacement.

28.05 TRAINING BENEFITS

(a) In the event that the College should introduce new methods or machines which require new or greater skills than are possessed by employees under the present method of operation, such employees shall, at the expense of the College, be given a period of time agreed upon by the College and the Union to perfect or acquire the skills necessitated by the new method of operation.

(b) The expense of the College means:

(i) a time that is mutually convenient to the College and the employee;

(ii) overtime, if time is not available during regular working hours.

28.06 EMPLOYEE TRAINING

(a) When new, enhanced or changed work processes are introduced into an employee's job, the Employer shall identify and provide the learning opportunities, support and/or training required to perform the job duties.

(b) The Employer will discuss the employee development needs with the affected employees.

(c) Employees shall suffer no loss of pay, excluding overtime, to participate in this training.

28.07 NO NEW EMPLOYEES

No additional employees shall be hired by the College until the employees already working have been notified of the proposed technological or other change and allowed a training period to acquire the necessary knowledge or skill for the trainees to retain their employment.

ARTICLE 29: JOB SECURITY

29.01 CONTRACTING OUT

(a) The College reserves the right to enter into any contract to carry out work which the staff in the bargaining unit are incapable of handling.

(b) In addition to, and without limiting any provision in the Collective Agreement, the College will not contract out any work presently performed by the employees covered by this Collective Agreement which would result in the layoff of such employees, including a reduction in assigned workload.

(c) The College will provide, upon request of the Union, copies of all purchase service agreements to the Bargaining Unit President/Chairperson and will discuss the contracts that are of concern to the Union. The Parties recognize the obligations of the College under the Freedom of Information and Protection of Privacy legislation and agree to maintain confidentiality of all private information in these contracts.

(d) The Union and the College agree to identify areas where contracted out work could subsequently be performed by bargaining unit employees. Such opportunities will be referred to the Labour/Management Cooperation Committee for consideration.

ARTICLE 30: STAFF DEVELOPMENT AND TRAINING

30.01 EDUCATION LEAVE

When the College requests an employee to take a course, the employee shall be granted time off with pay to attend course lectures and to write examinations and shall be reimbursed by the College for course fees and other approved costs.

30.02 STAFF DEVELOPMENT FUND

(a) An amount equal to three-quarters of one percent (0.75%) of the gross annual CUPE payroll shall be allocated to the Staff Development Fund. Twenty percent (20%) of the fund will be used to sponsor College-wide in-house group courses. The balance of the fund is to be used to:

  (i) Cover all or a portion of the approved costs of educational requests from employees.

  (ii) Supplement outside funds and/or cover a portion of the non-salary costs associated with approved programmes, including exchanges within the College or other organizations.

(b) The Labour/Management Cooperation Committee shall receive and review all requests for use of staff development funds. The committee shall establish guidelines for the administration of the staff development programme and will consult on making training pursuant to this Article to the mutual benefit of the Union; its' members; and the College. Time spent in activities approved under this Article is not eligible for overtime entitlements. Reclassification of positions shall not be affected by skills developed by employees through participation in an approved staff development programme.

30.03 PROFESSIONAL FEES

The College will reimburse regular employees for annual dues they expend for membership in a professional association if the membership in the professional association is required as a condition of employment by the College.

ARTICLE 31: GENERAL CONDITIONS

31.01 PROPER ACCOMMODATION

Proper accommodation shall be provided for employees to have their meals and store and change their clothes.

31.02 BULLETIN BOARDS

The College shall provide designated bulletin boards which shall be placed so that all employees have access to them and upon which the Union shall have the right to post notices of meetings and such other notices as may be of interest to the employees.

31.03 PARKING

Wherever the College absorbs the cost of parking for other employees, this same privilege will be extended to support staff employees.

31.04 PYRAMIDING

(a) Where an employee holds more than one (1) CUPE bargaining unit position concurrently, the combined hours of service in the positions will be considered for the purposes of seniority calculations (to a maximum of seven (7) hours per day, seven and one-half (7½) for facilities services and Child Care staff), layoff and recall, sick leave entitlement, eligibility for benefits (provided the appointments are all of the employment status required to achieve eligibility for such benefit), and the proration of benefit premiums.

(b) Where an employee holds more than one (1) CUPE bargaining unit position concurrently, the employee cannot compound the positions held or their related work hours for purposes of claiming entitlement to overtime, changes in employment status, shift premiums, overtime compensations, call-out compensation and the scheduling of vacation.

(c) Where a CUPE bargaining unit member also holds a position(s) with the College that is not within the scope of the certification granted to the Union, the employee cannot compound the positions held or their related work hours for any purpose. An employee will not be required to pay CUPE Union dues or assessments on any hours worked in positions outside the certification granted to the Union.

31.05 INDEMNITY

Except where a joint Union-College committee considers that there has been flagrant or wilful negligence on the part of an employee, the College agrees not to seek indemnity against an employee whose actions result in a judgement against an employee arising out of the performance of the employee's duties. Furthermore, the College agrees to pay any judgement against an employee arising out of the performance of the employee's duties and also agrees to pay any legal costs incurred in the proceedings.

31.06 CROSSING OF PICKET LINES DURING STRIKE

(a) The College shall not request, require or direct employees within this bargaining unit to perform work during legal strikes that would normally have been carried out by those on strike. Nor shall the employee be required to cross any picket line legally established under the Statutes of British Columbia.

(b) Both parties agree to attempt to obtain a permit from the striking Union for permission to provide emergency service where and when required.

31.07 EMPLOYEE APPRAISALS

Where an appraisal of an employee's performance is carried out, the employee concerned shall be given the opportunity to read and review the appraisal. The form shall provide for the employee's signature in at least two (2) places, one indicating that the employee has read and accepts the appraisal and the other indicating that the employee disagrees with the appraisal. The employee shall have the right to respond in writing to any specific point. This response shall become a part of the appraisal. The employee shall receive a copy of the appraisal. Employee appraisals shall not be used to establish or further discipline nor shall they be admissible in an arbitration for that purpose.

31.08 UNION OFFICE

The College will endeavour to provide suitable office space to the Union.

31.09 COMPUTER ACCESS

All regular employees shall have use of a computer to access online information on pay, benefits, sick leave, vacation, and any other employment related information made available online.

ARTICLE 32: COPIES OF AGREEMENT

32.01 COPIES OF AGREEMENT

The College shall produce 500 copies of this Agreement in booklet form and shall post a copy on its website as soon as possible after ratification of this Agreement. The cost of printing and the number of booklets will be shared equally between the parties.

ARTICLE 33: GENERAL

33.01 PLURAL TERMS MAY APPLY

When the singular is used in this Agreement, it shall be considered as if the plural has been used where context of the party or parties hereto so require.

ARTICLE 34: TERM OF AGREEMENT

34.01 AGREEMENT PERIOD

This Agreement shall be binding and remain in full force and effect from the 1st day of July, 2022 to the 30th day of June, 2025 and shall continue from year to year thereafter unless either party exercises its rights to commence collective bargaining as provided for in the Labour Relations Code of British Columbia.

34.02 ADHERENCE

If negotiations extend beyond the anniversary date of the Agreement, both parties shall adhere fully to the provisions of the Agreement during the period of bona fide collective bargaining.

34.03 RETROACTIVITY

All revisions to this Collective Agreement mutually agreed upon shall, unless otherwise specified, apply retroactively to the aforesaid anniversary date.

IN WITNESS WHEREOF the Seal of the College has been hereunto affixed, attested by the hands of its proper Officers in that behalf, and has been executed by the duly authorized Officers of the Union the day and year first above written.

Signed on behalf of
CAMOSUN COLLEGE

Lane Trotter
President

John D'Agnolo
Executive Director Human Resources

Signed on behalf of the
CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL No. 2081

Keith Todd
President, CUPE Local 2081

Erynne Grant
Labour Relations Officer/Office Manager, CUPE Local 2081

Signed on behalf of the
POST SECONDARY EMPLOYERS' ASSOCIATION:

Doug Campbell
PSEA Chair, Board of Directors

SCHEDULE "A"

Job titles and respective pay bands will be made available on the HR Website and updated regularly.

SCHEDULE "B"

Effective July 1, 2022 - June 30, 2023*

Pay Grade	Pay Step A	Pay Step B	Pay Step C	Pay Step D	Pay Step E
	1st Year	2nd Year	3rd Year	4th Year	5th Year
1	$22.05	$22.39	$22.73	$23.06	$23.46
2	$23.73	$23.06	$23.46	$23.81	$24.23
3	$23.46	$23.81	$24.23	$24.55	$24.98
4	$24.23	$24.55	$24.98	$25.36	$25.81
5	$24.98	$25.36	$25.81	$26.20	$26.60
6	$25.81	$26.20	$26.60	$27.06	$27.48
7	$26.60	$27.06	$27.48	$27.95	$28.40
8	$27.48	$27.95	$28.40	$28.87	$29.34
9	$28.40	$28.87	$29.34	$29.81	$30.34
10	$29.34	$29.81	$30.34	$30.82	$31.32
11	$30.34	$30.82	$31.32	$31.87	$32.36
12	$31.63	$32.16	$32.67	$33.41	$33.90
13	$32.67	$33.41	$33.90	$34.51	$35.09
14	$33.90	$34.51	$35.09	$35.68	$36.34
15	$35.09	$35.68	$36.34	$36.95	$37.64
16	$36.34	$36.95	$37.64	$38.28	$39.01

The new rates shall be rounded to the nearest whole cent or dollar as applicable.

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

Effective July 1, 2023 – June 30, 2024

Pay Grade	Pay Step A	Pay Step B	Pay Step C	Pay Step D	Pay Step E
	1st Year	2nd Year	3rd Year	4th Year	After 5 Years
1	$23.54	$23.90	$24.26	$24.62	$25.04
2	$24.26	$24.62	$25.04	$25.42	$25.87
3	$25.04	$25.42	$25.87	$26.21	$26.67
4	$25.87	$26.21	$26.67	$27.07	$27.55
5	$26.67	$27.07	$27.55	$27.97	$28.40
6	$27.55	$27.97	$28.40	$28.89	$29.33
7	$28.40	$28.89	$29.33	$29.84	$30.32
8	$29.33	$29.84	$30.32	$30.82	$31.32
9	$30.32	$30.82	$31.32	$31.82	$32.39
10	$31.32	$31.82	$32.39	$32.90	$33.43
11	$32.39	$32.90	$33.43	$34.02	$34.54
12	$33.77	$34.33	$34.88	$35.67	$36.19
13	$34.88	$35.67	$36.19	$36.84	$37.46
14	$36.19	$36.84	$37.46	$38.09	$38.79
15	$37.46	$38.09	$38.79	$39.44	$40.18
16	$38.79	$39.44	$40.18	$40.86	$41.64

The new rates shall be rounded to the nearest whole cent or dollar as applicable.

Effective July 1, 2024 – June 30, 2025*

Pay Grade	Pay Step A	Pay Step B	Pay Step C	Pay Step D	Pay Step E
	1st Year	2nd Year	3rd Year	4th Year	After 5 Years
1	$24.01	$24.38	$24.75	$25.11	$25.54
2	$24.75	$25.11	$25.54	$25.93	$26.39
3	$25.54	$25.93	$26.39	$26.73	$27.20
4	$26.39	$26.73	$27.20	$27.61	$28.10
5	$27.20	$27.61	$28.10	$28.53	$28.97
6	$28.10	$28.53	$28.97	$29.47	$29.92
7	$28.97	$29.47	$29.92	$30.44	$30.93
8	$29.92	$30.44	$30.93	$31.44	$31.95
9	$30.93	$31.44	$31.95	$32.46	$33.04
10	$31.95	$32.46	$33.04	$33.56	$34.10
11	$33.04	$33.56	$34.10	$34.70	$35.23
12	$34.45	$35.02	$35.58	$36.38	$36.91
13	$35.58	$36.38	$36.91	$37.58	$38.21
14	$36.91	$37.58	$38.21	$38.85	$39.57
15	$38.21	$38.85	$39.57	$40.23	$40.98
16	$39.57	$40.23	$40.98	$41.68	$42.47

The new rates shall be rounded to the nearest whole cent or dollar as applicable.

*These rates may be be adjusted as per the 2022 "MET" Letter of Understanding #3 re: Cost of Living Adjustment

SCHEDULE "C"

Re: Adjusted Rates for Clause 23.05

Special Additional Pay	July 1, 2022	July 1, 2023	July 1, 2024
23.05 (a) First Aid Certificate (Level 2 or Level 3)	$1.38	$1.47	TBC
23.05 (b) Pesticide Certificate	$1.09	$1.16	TBC
23.05 (b) Maintenance Technician II – Field Service Representative	$1.34	$1.43	TBC
23.05 (d) Teaching Stipend beyond 104 hours	$16.14	$17.23	TBC

LETTER OF AGREEMENT # 1

LETTER OF AGREEMENT #1

between

CAMOSUN COLLEGE

and

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 2081

Re: Service Improvement Fund

There shall be a Service Improvement Fund established which is distinct from the staff development fund under Clause 30.02. The Service Improvement Fund is for specific types of employee training and professional development activities that would enhance the delivery of services to students. Examples of appropriate activities include, but are not limited to:

- indigenous cultural competencies,
- mental health and crisis management,
- accommodations and other training to support accessible learning for persons with disabilities, communications, conflict resolution, etc.

The College and the Union will meet twice per year to discuss training activities and opportunities that are relevant to this purpose. The annual funding for this purpose will be $20,000. Funds not allocated within the fiscal year will be carried over for use in future years.

DATED this 26th day of May 2023.

SIGNED on behalf of Camosun College

President

Executive Director Human Resources

SIGNED on behalf of the Canadian Union of Public Employees Local 2081

President, CUPE Local 2081

Labour Relations Officer/Office Manager, CUPE Local 2081

LETTER OF AGREEMENT # 2

LETTER OF AGREEMENT #2

between

CAMOSUN COLLEGE

and

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 2081

Re: Job Evaluation

The College and the Union have expressed a joint interest in improving the administration of the job evaluation process to:

1. streamline and improve efficiency, and
2. ensure a consistent and transparent process

to evaluate new or revised job descriptions.

To this end, the Parties agree that within six (6) months of the ratification of the Collective Agreement an equal number of representatives from the College and the Union, to a maximum of 3 representatives each, will meet to:

1. develop terms of reference for the Joint Advisory Job Evaluation Committee,
2. review and develop improved procedures, and
3. discuss methods for the communication of process improvements to employees and exempt managers.

The Parties agree that any changes to the Collective Agreement that arise from the review of the administration of the job evaluation process will be subject to ratification by their principals. For the College, the principles include the Board of Governors and the Board of Directors of PSEA.

DATED this 26th day of May 2023.

SIGNED on behalf of Camosun College

President

Executive Director Human Resources

SIGNED on behalf of the Canadian Union of Public Employees Local 2081

President, CUPE Local 2081

Labour Relations Officer/Office Manager, CUPE Local 2081

LETTER OF AGREEMENT # 3

LETTER OF AGREEMENT #3

between

CAMOSUN COLLEGE

and

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 2081

Re: Medical Services Plan (MSP)

The Parties recognize that the method of funding MSP has changed from an individually paid premium system to a system funded by an employer paid payroll tax.

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.

DATED this 26th day of May 2023.

SIGNED on behalf of Camosun College

President

Executive Director Human Resources

SIGNED on behalf of the Canadian Union of Public Employees Local 2081

President, CUPE Local 2081

Labour Relations Officer/Office Manager, CUPE Local 2081

LETTER OF AGREEMENT #4

LETTER OF AGREEMENT #4

between

CAMOSUN COLLEGE

and

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 2081

Re: Benefits for Regular Recurring Employees on Layoff

The parties agree that the College will continue to pay all employee benefits normally paid by the College for up to five (5) months during scheduled layoffs each year to all employees who were employed by Camosun College on or before January 21, 2004 and are "regular recurring employees" as that term is defined in Article 1.02 (b).

Regular recurring employees hired after January 21, 2004, must maintain benefits for the layoff period. Payment to the College for the cost of such benefits may be made through lump sum payment, or payroll deductions over the course of annual employment periods, as agreed between the employee and the College.

DATED this 26th day of May 2023.

SIGNED on behalf of Camosun College

President

Executive Director Human Resources

SIGNED on behalf of the Canadian Union of Public Employees Local 2081

President, CUPE Local 2081

Labour Relations Officer/Office Manager, CUPE Local 2081

LETTER OF AGREEMENT # 5

LETTER OF AGREEMENT #5

between

CAMOSUN COLLEGE

and

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 2081

Re: Temporary Stipend

The College and the Union agree that persons in the positions of System Network Administrator will receive a stipend equivalent to ten percent (10%) of their base hourly rate of pay to address recruitment and retention issues effective upon ratification and during the term of this Collective Agreement.

In addition to the above, the following positions will also receive a stipend equivalent to ten percent (10%) of their base hourly rate of pay to address recruitment and retention issues effective upon ratification and during the term of this Collective Agreement:

- within Informational Technology Services: Sr. Web Technologist, Web Technologist, Security Analyst, Support Programmer
- within Facilities Services: positions requring a Red Seal Certifcation

DATED this 26th day of May 2023.

SIGNED on behalf of Camosun College

President

Executive Director Human Resources

SIGNED on behalf of the Canadian Union of Public Employees Local 2081

President, CUPE Local 2081

Labour Relations Officer/Office Manager, CUPE Local 2081

LETTER OF AGREEMENT # 6

LETTER OF AGREEMENT #6

between

CAMOSUN COLLEGE

and

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 2081

Re: Transportation Subsidy

As part of its efforts to reduce its carbon footprint, the College shall provide an annual contribution of $25,000 to a Transportation Subsidy Fund to be accessible to regular employees who commute to and from work by public transit. Such employees shall be eligible for a Transportation Subsidy of fifty ($50.00) dollars per month towards a monthly transit pass or Pro Pass, until the funds are depleted each year. The Transportation Subsidy may only be used by employees for their personal use.

Starting July 1, 2023, to receive the transportation subsidy employees shall, on a quarterly basis, submit a copy of their transit payment receipts through the normal expense reporting process. Payment will be issued quarterly.

In addition to the above, a one time contribution of $60,000 will be made to the Transportation Subsidy.

DATED this 26th day of May 2023.

SIGNED on behalf of Camosun College

President

Executive Director, Human Resources

SIGNED on behalf of the Canadian Union of Public Employees Local 2081

President, CUPE Local 2081

Labour Relations Officer/Office Manager, CUPE Local 2081

LETTER OF AGREEMENT #7

between

CAMOSUN COLLEGE

and

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 2081

Re: College Co-op Students

Camosun College Co-op students may be hired to perform duties covered by the CUPE Local 2081 Bargaining Unit, subject to the conditions outlined below:

1. All Camosun College Co-op students employed for work experience at the College will become members of CUPE Local 2081 with the same rights and obligations defined for "term" employees within the Collective Agreement, except:

   a) There shall be three (3) blanket employment categories for Camosun College Co-op positions not requiring job descriptions. The "first year Camosun College Co-op student" category shall be paid at Step A of Pay Grade 1. The "second year Camosun College Co-op student" category shall be paid at Step B of Pay Grade 1. The "third year Camosun College Co-op student" category shall be paid at Step C of Pay Grade 1.

   b) Work experience projects for Camosun College Co-op students need not be advertised for competition other than in the Co-op office and only Camosun College Co-op students may apply.

   c) Job opportunities as described in (b) above shall be copied to CUPE Local 2081 at least five (5) working days prior to posting and shall include the anticipated posting date. Job opportunities shall be posted after the fifth (5^{th}) working day unless CUPE has raised a concern and mutual agreement cannot be reached.

   d) Camosun College Co-op students shall be subject to the Co-op evaluation process and will not be granted internal status for application for posted vacancies at the College.

   e) No Camosun College Co-op student will be placed into a position that would normally be posted and open to competition as per the terms of the Collective Agreement. Co-op positions must be project related and time specific.

   f) The duration of a Co-op position shall not exceed the length of the work term for the program.

      It is noted that:

      - Several programs have 'back-to-back' work terms where one work term runs directly after another and therefore 'doubles' the length of time a student could work at a single employer.

LETTER OF AGREEMENT #7 - Continued

- Some programs can have up to 3 separate work terms within 1 calendar year and often a student will do all work terms with the same employer.

g) Articles 1.03(f), 13, 14,15, 20, 21, 24, and 26 will not apply to Co-op students

h) Co-op students will be paid vacation pay in accordance with the Employment Standards Act.

i) Co-op work terms will be a minimum of three (3) months long to a maximum of eight (8) months long in a calendar year.

DATED this 26th day of May 2023.

SIGNED on behalf of Camosun College

President

Executive Director Human Resources

SIGNED on behalf of the Canadian Union of Public Employees Local 2081

President, CUPE Local 2081

Labour Relations Officer/Office Manager, CUPE Local 2081

LETTER OF AGREEMENT #8

LETTER OF AGREEMENT #8

between

CAMOSUN COLLEGE

and

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 2081

Re: Camosun Childcare

The College and the Union agree that notwithstanding provisions of the 2022-2025 Collective Agreement between the parties the following terms and conditions will apply to the provision of Childcare Services at the College:

1. The regular workday for the childcare staff shall consist of not more than seven and one-half (7½) consecutive hours per day and not less than two (2) hours per day. Part-time is defined as working less than thirty seven and one-half (37½) hours per week.

2. All employees hired in the position of Child Care Substitute for eight (8) weeks or less shall be paid at Pay Grade 2. The step progression within the pay grade will be consistent with the Collective Agreement.

3. The position of Child Care Substitute will not be used to replace Senior Educators.

4. The College shall be permitted to allow students to conduct observation and participate in learning opportunities for their respective programs of study in the child care centres at the College. These students will not be used to replace CUPE employees, result in a layoff of CUPE members or a reduction of hours for CUPE members.

5. This agreement will be in effect until the date of ratification of the Memorandum of Agreement that renews the 2022-2025 Camosun/CUPE Collective Agreement.

DATED this 26th day of May 2023.

SIGNED on behalf of Camosun College

President

Executive Director Human Resources

SIGNED on behalf of the Canadian Union of Public Employees Local 2081

President, CUPE Local 2081

Labour Relations Officer/Office Manager, CUPE Local 2081

LETTER OF AGREEMENT # 9

LETTER OF AGREEMENT #9

between

CAMOSUN COLLEGE

and

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 2081

Re: Wellness Spending Account

The parties agree that in order to assist in the enhancement of the health and wellness of CUPE members, a Wellness Spending Account (WSA) shall be available to eligible employees, defined as: all Regular employees (Full-Time and Part-Time).

The Wellness Spending Account (WSA) is intended to promote the health and wellness of employees that:

- Encourage habits of wellness;
- Increase awareness of factors and resources that contribute to personal well being; and
- Inspire individuals to enhance their own health (physical and/or psychological).

Effective on the date of ratification, a one-time depleting Wellness Spending Account Fund of $500,000 shall be established. The WSA Fund will be apportioned to regular full-time and part-time employees employed as at the date of ratification on the basis of FTE status.

The WSA will be subject to Canada Revenue Agency rules and requirements for taxable benefits.

Employees shall be permitted to use their WSA towards health & wellness initiatives, such as:

- Membership and/or admission to fitness facilities;
- Textbooks and/or related media on health and/or wellness related topics;
- Smoking cessation, weight loss or addictions programs;
- Classes/courses for health/wellness enhancement or for personal or professional development
- Fitness Instruction/ Personal Trainers
- Admission fees for personal races and fitness activities
- Fitness trackers and app subscription, such as Fitbit or MyFitnessPal, or other technology
- Consultation session(s) with a Registered Dietitian or Nutritionist
- Meditation/Mindfulness classes or programs
- Sports equipment

To promote employee wellness, this benefit is to be used during the year in which it is earned and expenses must benefit the employee directly. Reimbursement for expenses cannot have been claimed elsewhere such as under an extended health plan or other plans where such expenses may be claimed.

When an expense is submitted and there is a question about its eligibility for reimbursement under the WSA, the expense will be referred to a two-person committee for a decision. The committee will include one member designated by the Union and one member designated by the College's Human Resources Department. The committee is authorized to approve a request and decisions will be made by consensus. If consensus is not achieved at this committee, the expense will be referred to LMCC for a decision.

If an employee has unused WSA funds when they leave the employ of the College, that unused allowance is forfeited.

LETTER OF AGREEMENT #10

between

CAMOSUN COLLEGE

and

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 2081

Re: Labour Relations Officer/Office Manager

The College and the Union agree that the following terms and conditions will apply to the individual who serves as Labour Relations Officer/Office Manager for CUPE Local 2081 ("Labour Relations Officer") until the date of ratification of the Memorandum of Agreement that renews the 2022-2025 Camosun/CUPE Collective Agreement.

1. The College agrees to provide the Labour Relations Officer/Office Manager with full release from their employment duties at the College until the date of ratification (as above), or until such time as they cease to hold the office of Labour Relations Officer/Office Manager ("Leave Period").

2. The Labour Relations Officer/Office Manager will be paid at the highest step of the highest pay band of the agreement during the Leave Period.

3. The Union agrees to reimburse the College for eighty-five percent (85%) of the total salary and benefit costs for the Labour Relations Officer/Office Manager during the Leave Period on a periodic schedule as invoiced by the College.

4. The College agrees to pay fifteen percent (15%) of the Labour Relations Officer/Office Manager's total salary and benefits costs during the Leave Period. This payment reflects the fact that the Labour Relations Officer/Office Manager will spend a portion of their time attending at College Committee meetings and attending to other College related business.

5. The Labour Relations Officer/Office Manager will continue to participate in all College benefit plans for which College CUPE employees are entitled, including pension, short term and long term disability, life insurance, extended health, dental and employee assistance coverage during the Leave Period.

6. The Union agrees to reimburse the College for the Union's share of the Labour Relations Officer/Office Manager's salary and benefit costs during any period of leave they take from their position as Labour Relations Officer/Office Manager including vacation and sick leave during the first thirty (30) days absence due to illness or injury.

7. The Labour Relations Officer/Office Manager retains the right to return to the same position or to a position that is comparable to the position they held at the commencement of the Leave Period ("College Position").

LETTER OF AGREEMENT #10 - Continued

8. The Union agrees to give the College at least three (3) months' notice of the Labour Relations Officer/Office Manager's intention to return to their College Position.

9. The Labour Relations Officer/Office Manager's employment shall be considered continuous during the Leave Period for the purpose of increments, seniority and annual vacation entitlement on their return to their College Position.

10. The Labour Relations Officer/Office Manager shall receive a prorated annual vacation grant in the year in which they return to their College Position. The Labour Relations Officer/Office Manager is encouraged to use all vacation they are entitled to during the Leave Period prior to their return to their College Position but will be permitted to carry forward up to ten (10) days' vacation entitlement from the Leave Period which must be used by December 31 in the year in which they return to their College Position. CUPE Local 2081 agrees to pay the Labour Relations Officer/Office Manager's salary and benefit costs, as provided for in paragraph 3 above, for any vacation entitlement carried forward from the Leave Period which is used following the Labour Relations Officer/Office Manager's return to their College Position.

11. The College, may, if it wishes, fill the position that the Labour Relations Officer/Office Manager has vacated.

12. The person, if any, occupying the position vacated by the Labour Relations Officer/Office Manager will be considered to be replacing an employee on a leave of absence under Article 1.03(d) (iii) will not be subject to regularization. The person occupying the position will be entitled to at least two (2) weeks' notice, or pay in lieu as per Article 1.03(a) when the Labour Relations Officer/Office Manager returns to their College Position.

DATED this 26th day of May 2023.

SIGNED on behalf of Camosun College

President

Executive Director Human Resources

SIGNED on behalf of the Canadian Union of Public Employees Local 2081

President, CUPE Local 2081

Labour Relations Officer/Office Manager, CUPE Local 2081

LETTER OF AGREEMENT #11

between

CAMOSUN COLLEGE

and

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 2081

Re: Call-in Process

The Union has raised concerns regarding the hiring and assignment methods used by the College for determining casual work opportunities.

The College and the Union have a joint interest in exploring the feasibility of establishing a call-in process for those departments which regularly hire casual employees.

The Parties have determined that it would be beneficial to first conduct a trial Call-in Process to allow the College the opportunity to gather information, establish and implement new processes, identify problems and their resolutions where possible. The objective is to learn from and evaluate the potential effects that changed methods would have on the operational effectiveness of the College and employee/department satisfaction. At the conclusion of the implementation period the College will prepare a report for discussion by the Parties at the Labour/Management Cooperation Committee prior to December 31, 2023.

To this end, the Parties agree on the following principles and preliminary parameters for a trial Call-in Process:

Principles:

The trial Call-in Process is intended to:

1. assist departments in the efficient achievement of the College's operational requirements in a manner which does not create an administrative burden, and
2. provide a consistent, transparent process to assign the most senior employees on the department's call-in list to short term, non-posted assignments for which the employees are qualified and available.

Trial Process Parameters:

The Parties agree that the College will be provided with a six-month period following the date of ratification of this Collective Agreement to develop a draft trial Call-in Process for discussion with and feedback from the Union. This draft will identify one or more departments where the trial Call-in Process (hereinafter called the "Call-In process") will be implemented and the expected implementation period. Preliminary parameters of the Call-in process will include, but not be limited to, the following:

LETTER OF AGREEMENT #11 - Continued

1. Where possible, opportunities to be included on a department's Call-In list will be posted to allow the department to recruit and select qualified individuals to perform the job functions of the specific position(s)/classification(s) which may be available for future call-in opportunities. With the exception of regular full-time employees, existing individuals on the seniority list as well as external applicants may apply to be on this list. Applicants will be assessed to determine whether they have the necessary qualifications, knowledge, education and skills that are required to perform the position(s)/classification(s). When the College deems it necessary to interview applicants, an interview panel shall be formed.

2. An individual may apply to be considered for any job classification within the Call-in opportunities posted.

3. There shall be no grievances filed by the Union regarding the Call-in process. The Union maintains rights to grieve any issue outside of this process.

4. An applicant who is added to the Call-in list will identify any periods of unavailability at the time of their inclusion and will be required to notify the College in advance of any subsequent periods for which they are unavailable.

5. The College shall maintain:

   (a) a monthly seniority list for Call-in employees which indicates each employee's name and accumulated seniority;
   (b) a list of the position(s)/classification(s) for which the Call-in employee is qualified; and
   (c) a Call-in record of work opportunities offered, accepted and/or declined as well as any periods of unavailability.

   Copies of the monthly seniority list and list of the position(s)/classifications(s) for which the Call-in employee is qualified, as provided in 5. (a) and (b) above, shall be provided to the Union.

6. Departments will identify the individual(s) who will have primary responsibility for call-ins.

7. Individuals will ensure that the College is kept up-to-date with respect to their contact information including phone/cell number and email contact information.

8. When a call-in assignment is available, individuals on the list will be contacted in order of seniority for assignments for which they are qualified and available.

9. Each call-in assignment must be offered and accepted in its entirety (eg. for three (3) days of work, the employee must be offered all three days of work and must be able to work all three (3) days). If the individual is unable to accept the full work assignment, it will be offered to the next qualified person on the list in order of seniority. Where it is not possible to assign the full work assignment to one individual, the department may assign partial periods to qualified individuals in order of seniority and availability.

LETTER OF AGREEMENT #11 - Continued

10. If more than one call-in assignment is available at the same time in a department, the most senior qualified individual will be given their choice of such assignments, subject to 9, above.

11. Once an on-call assignment is accepted by an individual, such individual cannot cancel their availability for that assignment in order to accept a more favourable call-in assignment which may have arisen after their initial acceptance.

12. Individuals hired to a department's Call-in list shall be subject to probation and trial periods as described in this Collective Agreement.

13. A call-in employee who turns down a call-in opportunity on three (3) occasions within the Call-in trial period without good and sufficient cause, as determined by the exempt manager, will be removed from that call-in list.

14. A call-in employee whose performance is deemed unsatisfactory by their exempt manager will receive reasonable notice of the concern. If an employee's performance remains unsatisfactory for two additional occasions within the trial Call-in period the employee will be removed from the applicable Call-in list.

15. Call-in assignment(s) are not eligible towards regularization.

16. Any amendments to the language in the Collective Agreement required as a result of the implementation of this Call-in process will require approval of the Labour/Management Cooperation Committee and will be subject to approval and ratification by the Parties' principals.

It is recognized that this Call-in process will be on a one year temporary basis to provide an opportunity for the College to assess whether the process meets the intended objectives.

The Call-in process will form a standing item on the agenda of the Labour/Management Cooperation Committee for the period of the Call-in process and will include discussion of any problems and their resolution, where possible.

DATED this 26th day of May 2023.

SIGNED on behalf of Camosun College

President

Executive Director Human Resources

SIGNED on behalf of the Canadian Union of Public Employees Local 2081

President, CUPE Local 2081

Labour Relations Officer/Office Manager, CUPE Local 2081

LETTER OF AGREEMENT #12

between

CAMOSUN COLLEGE

and

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 2081

Re: ECE Wage Enhancement

The BC Government announced on September 5, 2018 funding to support its Early Care and Learning Recruitment and Retention Strategy. This announcement included funding available for qualified providers to support a $1.00 per hour wage enhancement in early 2019 and another $1.00 per hour wage enhancement on April 1, 2020 for Early Childhood Educators (ECEs).

In order to qualify for this funding, providers and staff must meet the eligibility criteria provided by the government. Provided the institution meets all the conditions set out by government, is eligible, and is in receipt of the funding under the program the ECE Wage Enhancement will occur and be provided to qualified ECE employees, in accordance with the following:

1) Contingent on the institution receiving the funding through this program, eligible ECE employees in the following positions in Child Care Services will receive the ECE Wage Adjustment of $4.00 per hour (up to a maximum of 195 hours per month):

   - Early Childhood Educator
   - Infant and Toddler Educator
   - Special Needs Educator

   If additional increases are granted by the government, wage enhancements will be automatically applied.

2) To be eligible, employees must:

   a) hold a valid Early Childhood Educator, Infant and Toddler Educator, and/or Special Needs Educator certification issued by the BC ECE Registry;
   b) be an ECE in good standing with the BC ECE Registry;
   c) be a front-line ECE directly employed on a full or part-time/casual basis who spends 50% or more of their working time in direct care of children; and
   d) sign a written consent form that confirms their knowledge, consent and authorization for Camosun College to provide their full name, ECE Registration #, ECE certificate expiry date, their wage, and total number of hours worked to the Province of BC.

3) Should the institution no longer be in receipt of the funding through this program, the program ceases, or should the employee no longer hold an eligible certification and/or be in good standing with the BC ECE Registry, then the ECE Wage Enhancement will also cease.

LETTER OF AGREEMENT #12 - Continued

This amendment is made on a without prejudice and precedent basis, and cannot be relied upon as an interpretation of the positions or the job evaluation process/system.

This amendment is in effect for the 2022-2025 term of the Collective Agreement between Camosun College and CUPE Local 2081 and will remain in effect until its renewal.

DATED this 26th day of May 2023.

SIGNED on behalf of Camosun College

President

Executive Director/Human Resources

SIGNED on behalf of the Canadian Union of Public Employees Local 2081

President, CUPE Local 2081

Labour Relations Officer/Office Manager, CUPE Local 2081

LETTER OF AGREEMENT # 13

LETTER OF AGREEMENT #13

between

CAMOSUN COLLEGE

and

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 2081

Re: Volunteering

Recognizing the value and importance of the work that volunteer organizations provide to their communities and in support of those organizations to which Camosun employees dedicate their personal time and energy, the College and Union are committing $120,000 on a one-time basis to allow employees to volunteer their time during their normal work week.

Accordingly, regular employees may request time away from their regular duties without loss of pay for up to 3 days annually for this purpose. Days away from work must be scheduled with the agreement of the employee's direct supervisor. Employees shall be required to provide confirmation proof from the organization of the time spent volunteering on an Employer provided form.

Employees may access this volunteer fund until such time as the fund has been depleted.

DATED this 26th day of May 2023.

SIGNED on behalf of Camosun College

President

Executive Director, Human Resources

SIGNED on behalf of the Canadian Union of Public Employees Local 2081

President, CUPE Local 2081

Labour Relations Officer/Office Manager, CUPE Local 2081

LETTER OF AGREEMENT # 14

LETTER OF AGREEMENT #14

between

CAMOSUN COLLEGE

and

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 2081

Re: Joint Committee- Revisions to Layoff and Recall Provisions

During negotiations for the renewal of the 2019 – 2022 collective agreement, the College proposed revisions to the layoff and recall provisions of the collective agreement. The College's intention was to streamline the language, organize the language in order of how a layoff occurs, eliminate conflicting provisions and make it easier to understand and administer.

In light of the potential significance of changes proposed, the Parties agree additional time for study and discussion would be beneficial.

Therefore, the Parties agree to strike a Joint Committee to study the College's bargaining proposal (tabled March 9, 2023) and discuss options regarding changes to the language of Article 15, Appendix "A", and the Layoff/Recall Policy Decision Chart, to their respective principals, in anticipation of bargaining, no later than December 15, 2024.

The Joint Committee shall be comprised of two representatives from the Union and two representatives from the College.

This Letter of Understanding will expire on June 30, 2025.

DATED this 26th day of May 2023.

SIGNED on behalf of Camosun College

President

Executive Director Human Resources

SIGNED on behalf of the Canadian Union of Public Employees Local 2081

President, CUPE Local 2081

Labour Relations Officer/Office Manager, CUPE Local 2081

LETTER OF AGREEMENT #15

between

CAMOSUN COLLEGE

and

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL NO. 2081

Re: Standby Trial

a) Standby is defined as being scheduled to be available to provide operational support following the completion of an employee's scheduled shift during the employee's work week, or on (a) scheduled day(s) of rest. Standby applies to regular employees and term employees with a defined schedule.

b) When employees are required to standby to be called for duty they shall receive one (1) hour pay at the employee's regular rate of pay for each eight (8) hour period or less of standby.

c) Employees will be scheduled to be on standby for a period up to seven (7) consecutive calendar days (Monday to Sunday). The employer will ensure the employees receive a minimum three (3) weeks clear of Standby per month, except by mutual agreement between the employee and the College, when such agreement is reached, the Union will be notified.

d) The College shall designate Standby periods. The College will post the stand-by schedule at least ten (10) working days in advance. The standby scheduling will be rotated equitably between all employees within a workgroup. Seniority will be applied when determining the rotation preference for the standby schedule and reasonable effort will be made to avoid scheduling workers for standby services on weeks where they are scheduled for a modified work week day off.

e) The trading of shifts between qualified employees may occur with the approval of their workplace leader, approval will not be unreasonably withheld.

f) An employee designated by the College for standby shall be available and fit for duty during the period of standby. No standby payment shall be made if an employee is unable to be contacted or to report for duty when required. Employees will not be required to provide devices for standby purposes.

   i. During standby shifts, an employee will respond to inquiries within fifteen (15) minutes;

   ii. When called out during a standby shift, an employee must report to the designated workplace within thirty (30) minutes. The parties agree that consideration will be given to the distance of the individual employee residence to the worksite with respect to the required reporting time and that no employee will be expected to report for duty faster than is reasonably possible from their home address. Any disputes shall be referred to the Labour Management Cooperation Committee (LMCC).

g) If an employee is required to report to the worksite while on standby, the employee will receive a minimum of three (3) hours overtime (per Clause 17.04).

h) If an employee receives a work related phone call or other communication while on standby that does not require attendance at a worksite, the employee will receive a minimum of 1 hour(s) of pay at regular rates. Applications for reimbursement under this Clause must be approved by the appropriate manager.

i) Employees will not be scheduled for standby during their scheduled vacation.

j) When an Employee is unable to provide scheduled standby services due to an unforeseen circumstance, they must report their inability to provide standby services to their manager as soon as reasonably possible. Upon report, the employer will grant leave from standby duty and arrange for alternative emergency support coverage. The employee will not be eligible for standby pay.

DATED this 26th day of May 2023.

SIGNED on behalf of Camosun College

President

Executive Director Human Resources

SIGNED on behalf of the Canadian Union of Public Employees Local 2081

President, CUPE Local 2081

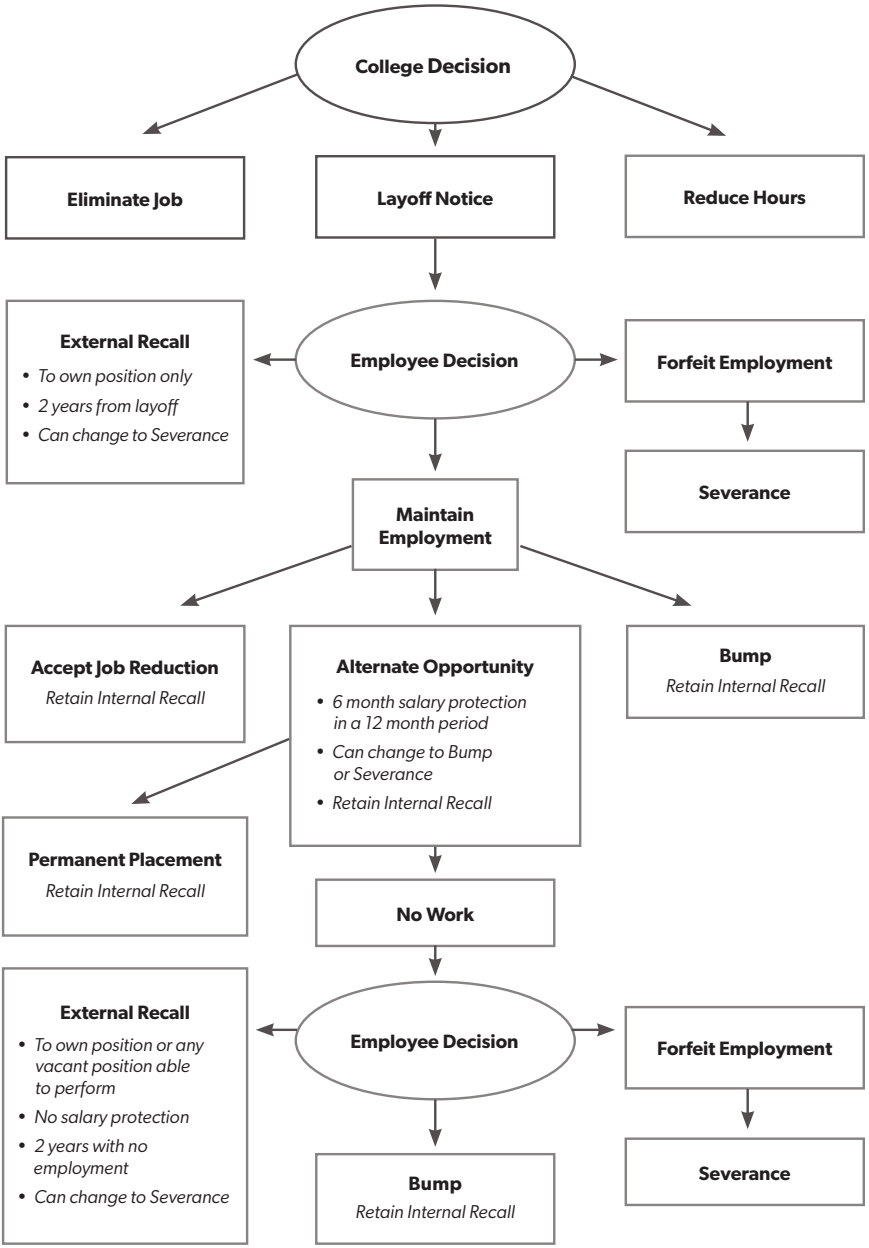
Labour Relations Officer/Office Manager, CUPE Local 2081

LAYOFF / RECALL POLICY

Decision Chart

At all times, except severance, employees retain the right to recall to their own job for two (2) years from the time the layoff occurs.

All employees affected by this policy retain the right to apply for any posting during the process.



APPENDIX "A"

LAYOFF / RECALL POLICY AND PROCEDURES

A – POLICY:

A.1 This policy is created in accordance with the Collective Agreement between the College and CUPE Local 2081. In no case may this policy override a right or condition outlined within the Collective Agreement except by mutual agreement of the parties.

A.2 Each layoff stands alone in the application of this policy and these procedures.

A.3 This Policy & Procedures shall be reviewed at the request of either Party by the Labour/Management Cooperation Committee and shall not be changed except by mutual agreement between the parties.

A.4 In accordance with Clause 15.01 of the Collective Agreement, "layoff includes an involuntary cessation of employment or a reduction in hours of work due to lack of work, lack of funding or a reduction or discontinuation of services, but does not include dismissal, suspension, leave of absence or resignation".

A.5 In accordance with Clause 15.02 (a) of the Collective Agreement, "Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their bargaining-unit-wide seniority, PROVIDING that the retained employees are able to perform the available work".

A.6 "Able to perform" means having the requisite education, skills, experience and ability to perform the major activities and responsibilities of the position which accumulate in whole numbers to at least 75% of the job as listed in order of importance within a JAJEC Questionnaire [section II (3)] or in the latest job description where no questionnaire exists. In deciding the "ability to perform" the supervisor of the vacant position shall be consulted about the requirements of the job.

A.7 With as much notice as possible, the College, through the Human Resources Department, shall discuss with the Union any anticipated situations that may lead to employee layoffs.

A.8 Where layoffs become necessary, the College and the Union shall attempt to keep any disruption to a minimum for the College and for employees.

A.9 The Human Resources Department shall be responsible for the co-ordination and facilitation of all layoff procedures.

A.10 An employee shall receive as much advance information as possible about a potential layoff. The Supervisor shall meet with the employee and a Union shop steward. This meeting does not constitute formal notice under Article 15.04 (a).

A.11 Formal notification of a layoff and a written outline of the employee's options will be given to the employee by the Human Resources Department with the participation of a Union shop steward and the employee's supervisor.

A.12 Employees who are to be laid off shall be advised, as part of their formal notification, of their four options under the terms of the Collective Agreement and this Policy and Procedures:

(a) they may accept the layoff and retain internal and external recall rights to their laid off position according to the Layoff and Recall Policy & Procedures (this includes the ability to convert from the recall to severance option at a later date while on the external recall list awaiting re-employment); or

(b) they may accept a severance package on their initial layoff date and terminate their employment rights and benefits with the College; or

(c) they may accept the option to bump into another position (maintaining internal recall in accordance with Sections C.3 – C.8) and request the Labour/ Management Cooperation Layoff Sub Committee to identify the appropriate position in accordance with #16 of this Procedure; or

(d) they may request that the Layoff Sub Committee investigate alternate employment opportunities for them within the College. Employees shall be entitled, at the conclusion of alternate employment opportunities, to exercise their rights under (a), (b) or (c) above or they may exercise their rights under Article 15.03 and Section C of this Policy. This includes the ability to convert from the recall to severance option at a later date while on the external recall list awaiting re-employment.

A.13 A term employee's options include recall, bumping and alternate employment opportunities only to term positions. A term employee does not have a severance option.

A.14 A recurring regular employee as defined in Article 1.02 (b) would have full entitlement to these options in the event that there is a reduction in regular scheduled working hours.

A.15 The Layoff Sub Committee shall be comprised of regular membership of the Labour / Management Cooperation Committee plus one member from management and one from the Union. A quorum will consist of attendance of three members from each side.

A.16 In defining alternate employment opportunities, the sub-committee shall consider both the employee's preferences for employment and the College's need to maintain efficiency and effectiveness.

A.17 An alternate employment opportunity shall not normally be to a classification which is placed at a higher pay band, except as set out in the procedures.

A.18 A regular employee may accept alternate employment in any position regardless of its employment status (regular, recurring regular, or term) or working hours (part-time or full-time).

A.19 A regular employee who is placed into a term appointment as part of the alternate employment process shall retain all rights of their regular appointment status.

A.20 An employee on layoff with recall rights when not holding any position with the College may, at their request, remain on any existing benefit plan, except disability and pension, during their layoff by paying the full premium for the benefit(s) monthly in advance.

A.21 Communication and consultation with the employee, the current supervisor and prospective supervisors will occur throughout the process.

B – LAYOFF PROCEDURES:

B.1 The College, usually through the Budget Development Committee, shall identify the specific staff positions that are being considered for reduction or elimination. The individual identified to receive layoff notice will be the most junior employee within the job description AND within a department or normal working cluster of departments where position transfers occur without postings. Campus location shall not be considered in identifying the most junior employee within the job description.

B.2 With as much notice as possible, the Human Resources Department shall discuss the potential layoff(s) with a representative of CUPE Local 2081.

B.3 A meeting with the employee potentially affected will be arranged by the supervisor and a Union shop steward to advise the employee of the possible layoff situation.

B.4 When a layoff is confirmed to occur, the Human Resources Department and a Union shop steward shall meet with the employee affected and their supervisor or other departmental support person. At that meeting, the employee shall be advised of the confirmation of the layoff, the effective date and the options available to them. Such information will also be supplied in writing and shall constitute the formal notification of layoff.

The Layoff Sub Committee shall receive a copy of the layoff letter.

B.5 The employee shall be given a period of seven calendar days in which to advise the Human Resources Department of their choice of option. If the employee wishes to exercise their right to alternate employment opportunities, the employee will be encouraged to immediately update the information contained within their personnel file to include current qualifications, skills, abilities and references.

Alternate Employment Opportunities:

B.6 When an employee requests an alternate employment opportunity within the College, the Layoff Sub Committee shall be responsible for identifying such alternate employment opportunities. The process of identifying alternate employment opportunities will be initiated within seven calendar days of the employee's request.

B.7 For each alternate placement opportunity, the Human Resources Department shall provide to the Committee:

- The most current resume of the employee to be relocated.
- An up-to-date seniority list for CUPE Local 2081.
- A list, in seniority order, of employees and their positions within each pay band.
- A list of retirements expected to be occurring within the next twelve months.
- A list of positions expected to be vacant within the next twelve months.
- Job descriptions and such other information as requested by the Committee.
- Employee's preference (if any) with respect to hours of work.

B.8 An alternate employment opportunity shall include consideration of the following actions:

- Waiving of the posting requirement for current vacancies.
- Building employment bridging through the use of vacancies, term positions and/or unpaid leaves of absence to place the employee in a future vacancy.

As well, the Layoff Sub Committee may canvas other employees who may wish to trade positions with the laid off employee during the alternate employment opportunity.

B.9 When a regular employee is placed in an alternate employment opportunity, the employee shall have their wage, benefits, increments and right to wage increases protected in the pay band they were receiving at the time of layoff.

B.10 Salary protection shall be for the basic pay band assigned to the layoff position only. Salary protection will not be extended to cover any stipends for teaching, B.C. stationary engineers certificate – 4th class, journeyman trades certificate, or pesticide certificate when that work is not actually being performed.
Salary protection shall occur for a maximum of six months in a twelve month period, beginning with the first alternate opportunity placement.

B.11 In identifying alternate employment opportunities, the Layoff Sub Committee shall review all vacancy opportunities for positions which the employee is "able to perform". Where a temporary or permanent placement in a vacancy is possible, the supervisor of the vacant position shall be consulted about the requirements of the job. Where the Committee agrees that the employee could be reasonably expected to perform the duties of the position after a basic orientation, the posting requirement for the position will be waived and the employee shall be placed in the position.

B.12 Should either the employee or the supervisor identify, within the first four months of the alternate employment opportunity placement, in the same or lower pay band, that there are serious problems occurring in the ability to perform the work of the new position, the Layoff Sub Committee will cancel the placement and process an alternate employment opportunity if possible. When placement is in a higher pay band, a trial period as defined in Article 14.05 shall apply.

B.13 When an alternate employment opportunity has been actioned, both the employee and the supervisor will be requested to provide feedback to the Layoff Sub Committee regarding the appropriateness of the placement and the effectiveness of the Policy.

Bumping Options:

B.14 Should the Layoff Sub Committee be unable to identify any alternate employment opportunities, the employee must choose one of the other identified options.

B.15 When an employee chooses the severance option, the severance amount as calculated under Article 15.05 shall be reduced by the additional wages required to provide salary protection.

B.16 In the following order, the Layoff Sub Committee shall identify the position(s) the employee is able to perform and the related pay band(s) that the employee will move to:

(a) Wherever possible, a junior position in the same pay band with the same or greater hours.

(b) Where (a) is not possible, the following options will be considered in order to minimize the economic impact to the laid off employee:

- A junior position in a higher pay band with the same or greater hours, when the employee has previously held the position and successfully completed a probationary or trial period therein.
- A junior position in the same pay band with less hours.
- A junior position in a lower pay band closest to the employee's pre-layoff pay band with the same or greater hours.
- A junior position in a lower pay band closest to the employee's pre-layoff pay band with less hours.
    * A junior position will be the most junior position that satisfies the intent, not necessarily the junior position in the pay band.

B.17 Where more than one position is feasible, but they are significantly different in nature, the Layoff Sub Committee shall consult with the employee prior to making the final decision.

B.18 Where the bumping situation defined in #16 is to a position at the same or higher pay band as that currently received by the employee, the employee shall be placed at the pay step that is equal to the employee's current rate. If no rate is equal, the employee will be placed at the next pay step which is higher than the current rate.

If the employee is placed at a pay step that is equal to their current rate, the employee shall receive credit for service in the step of the original pay band, towards their next increment.

The employee shall maintain all rights to increments and any further salary increases.

B.19 Where the bumping situation identified in #16 is to a position in a lower pay band, the employee will be placed in the pay band for the bumped position and at the salary step that would minimize the employee's loss in pay (excluding any stipends previously received). Only employees with five or more years of service with the College may be placed at Step E of the new pay band.

B.20 By mutual agreement of the parties, Article 23.07 of the Collective Agreement is waived to provide:

(a) That employees with five (5) or more years of service with the College may be placed at Step E of the new pay band.

(b) That employees shall receive credit for service in Step D towards their next increment, including Step E.

C – RECALL PROCEDURES:

C.1 The recall option exists for all employees, other than those who have chosen the severance option, for a two (2) year period.

C.2 Recall of employees shall be based on seniority provided that they are able to perform the available work.

Internal Recall:

C.3 When an employee has maintained employment with the College, either through the alternate employment opportunities or bumping options, that employee shall remain on an internal recall list and shall have the right of first refusal should their position (same classification, department, status and hours) be reinstated.

C.4 Employees on the internal recall list shall make all other job changes through the Collective Agreement's provisions for vacancy competitions.

C.5 An employee on the internal recall list who accepts a permanent placement, by virtue of alternate employment or bumping, forfeits any right to a severance payment.

C.6 An employee on the internal recall list who resigns shall lose their right to any further recall.

C.7 An employee recalled to their former position shall be reinstated at the pay step that they were receiving at the time of layoff.

C.8 An employee who bumps to maintain employment and subsequently returns to their previous position, shall be entitled to credit for the time worked towards the next increment.

External Recall:

C.9 When an employee has not maintained employment with the College that employee shall be placed on the external recall list on the basis of seniority and shall have the right of first refusal for any alternate employment opportunity which the employee is "able to perform".

C.10 Able to perform is defined under Section A of this policy.

C.11 An employee on the external recall list may request the College to pay out the severance package at any time during the two (2) year period and at that point shall be deemed to have resigned.

C.12 An employee on the external recall list shall have the right to be recalled into a position of a higher pay band than that of their laid off position when that employee has previously been an incumbent of that position and has passed a probation or trial period in the position.

C.13 The Union agrees that postings for vacant positions may be waived in order to offer employment that will enable a laid off employee on the external recall list to return to the College.

C.14 The College will give priority to employees on the external recall list when casual and term assignments of less than three (3) months occur.

C.15 After two (2) years on the external recall list, the employee shall be deemed terminated and the severance pay shall be paid.

C.16 An employee recalled to other than their former position shall be appointed to the pay band and associated with that position and shall receive the pay step in accordance with Section B.18, B.19 and B.20 of this Policy.

General:

C.17 An employee is not removed from the internal recall list until the expiry of twenty-four (24) months or reinstatement to their original position, whichever comes first.

C.18 An employee is not removed from the external recall list until twenty-four accumulated months without employment or acceptance of a position with the same status (regular or term) as that held at the time of layoff.

C.19 Acceptance of employment opportunities at the College that are not of the same status as that held at the time of layoff shall extend the period of recall rights by the length of such employment.

C.20 No employee shall be removed from the recall lists for refusal to accept employment unless such employment offer was to the same position, status and hours as that from which the employee was laid off.

C.21 The Labour/Management Cooperation Committee's Layoff Sub Committee shall identify the appropriate recall opportunities.

C.22 Term employees shall only have the right of recall into term positions for the duration of the term of their appointment to the laid-off position.

APPENDIX "B":

HUMAN RESOURCES DATABASE

Where required and applicable for issues pertaining to the provisions of the Human Resource Database, the Post Secondary Employer Association ("PSEA") shall as the employer's bargaining agent make every effort to ensure that this Article is applied with the same effect as they have had in the Support Staff Common Agreement.

The Parties agree to provide and support the accumulation and dissemination of available data to the Centre for Education Information Standards and Services, or some other mutually agreed-upon organization. The Parties may undertake joint projects for the comparative analysis of such data.

The Parties recommend that the Ministry of Advanced Education, Training and Technology provide funding to assist in the gathering, analysis, and maintenance of such data through the agreed-upon organization.

The Parties believe that their ongoing and collective bargaining relationships are enhanced through useful, timely and accessible data on relevant human resources matters, including those listed below.

Relevant Matters Include:

Health and Welfare

- Types of coverage
- Participation rates
- Premiums
- Cost sharing
- Commission costs
- Available studies commissioned by Government agencies e.g., comparative benefit analysis
- Carrier contracts

Collective Bargaining

- Wage information and any other bargaining unit compensation information requested
- Demographics: age, sex, salary, placement, status
- Analysis of local Collective Agreements within the system
- Pension Plan participation rates

Contract Administration

- Arbitration, Labour Relations Board and other decisions and costs thereof for the system
- Local Letters of Understanding

ADDENDUM – SUPPORT STAFF BENEFITS COMMITTEE AND LETTERS OF UNDERSTANDING FROM 2022 CUPE "MET" MEMORANDUM OF SETTLEMENT

SUPPORT STAFF JOINT BENEFITS COMMITTEE

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

JOINT BENEFITS COMMITTEE

1. Committee Established

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

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

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

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

2. Committee Mandate

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

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

(b) Monitoring carrier performance including receiving reports from the plan administrator(s).

(c) Reviewing the cost effectiveness and quality of benefit delivery, service, and administration by carriers, including access issues.

(d) Tendering of contracts.

(e) Training on best practices including for local JEIP/JRC committees.

3. Replace Duplicate Language

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

4. Adding Additional Members

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

5. Meetings

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

2022 "MET" LETTER OF UNDERSTANDING #1

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

Between

POST-SECONDARY EMPLOYERS' ASSOCIATION ("PSEA")

Representing those employer-members participating in the 2022 MET

And

CANADIAN UNION OF PUBLIC EMPLOYEES ("CUPE")

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

RE: JOINT GENDER-NEUTRAL JOB EVALUATION STEERING COMMITTEE

1. The following are the participating employers and local bargaining units (CUPE) in this Letter of Understanding.
    - Camosun College -CUPE 2081
    - College of the Rockies - CUPE 2773
    - College of New Caledonia - CUPE 4951
    - North Island College - CUPE 3479
    - Vancouver Island University - CUPE 1858

2. The Parties agree to establish a Joint Job Evaluation Steering Committee ("Committee") whose purpose is to develop a Standardized Joint Gender-Neutral Job Evaluation Plan ("Plan") and a common wage grid that could be applied in all MET institutions.
3. The Committee shall be equally represented and shall consist of:
    - four Employer Representatives; and
    - four Union Representatives.

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

    Additional staff from the employers or the union(s) may be provided to support the Committee. Minutes of Committee meetings, and any other information agreed to be collected by the Committee, will be shared and agreed-to by both Parties.
4. The tasks of the Committee will include the following:
    a) Create a description of the role and responsibility of the Committee and its decision-making process.
    b) Establish mutually agreed upon terms of reference.
    c) Establish a timeline including key milestones to ensure that the project meets the target date.

d) The committee will review of a variety of Gender-Neutral Job Evaluation plans including a benchmarking classification plan.

e) Subject to mutual agreement and ratification by the local parties: Develop new job evaluation language which will replace or amend the following existing and applicable Local provisions and any other relevant Local provisions, and parts thereof, for those Parties who adopt the new Job Evaluation Plan in the future:

i. Camosun College - CUPE 2081: Articles 24 Job Descriptions and Job Evaluation Plan and Article 25 New Positions or Changed Duties and LOA #2 Re: Job Evaluation

ii. College of the Rockies - CUPE 2773 - Article 7.1 Position Descriptions and Salary Classification

iii. College of New Caledonia and CUPE 4951 - Article 8 Position Descriptions and Job Evaluation Procedures

iv. North Island College and CUPE 3479 - Article 25 Job Classification and Reclassification

v. Vancouver Island University and CUPE 1858 - Article 27 Job Classification and Reclassification

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

f) Meet at least six times per year. Additional meetings may be scheduled with the agreement of the majority of the Committee members.

g) Identify and engage in-house expertise from the Union and the PSEA (as applicable). It is understood the Employers may use consultant(s).

5. The Committee will report out to the Parties, the participating employers and local unions at key milestones during the development of the plan.

6. The target for completion of the development of a Standardized Joint Gender-Neutral Job Evaluation Plan to the point of testing and modelling is December 31, 2024.

7. Any concerns that arise during the development of the plan will be referred by the Committee to the Parties for resolution.

8. Leaves of absence for committee meetings shall be granted without loss of wages or benefits in accordance with local collective agreements.

9. Following completion of the Committee's work on developing and modelling a Standardized Joint Gender-Neutral Job Evaluation Plan above, the Parties will meet to discuss the potential implementation of the plan and a common wage grid at the MET institutions and local unions.

10. It is understood that this LOU does not provide for any funds that may be required to implement the Standardized Joint Gender-Neutral Job Evaluation Plan and/or common wage grid developed through this Committee. Any implementation, including salary surveys for the benchmark jobs, of the Plan will be the subject of future collective bargaining.

2022 "MET" LETTER OF UNDERSTANDING #2

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

Between

POST-SECONDARY EMPLOYERS' ASSOCIATION ("PSEA")

Representing those employer-members participating in the 2022 MET

And

CANADIAN UNION OF PUBLIC EMPLOYEES ("CUPE")

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

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

1. As appropriate, the parties agree to meet with BCGEU and any other interested Support Staff unions and the PSEA member employers for the purpose of discussing the mutual benefit of developing one common job evaluation plan that would apply to all participating parties.

2. In the event these discussions result in agreement to develop one common job evaluation plan, then the parties to this agreement will follow the process laid out in letter of understanding #1 in a joint manner together with the designated Union representatives and the PSEA member employers that agreed to form a joint gender neutral job evaluation steering committee during the 2022 to 2025 term.

3. In the event the parties are unable to agree on a committee structure to develop a common job evaluation plan, then this letter of agreement will expire and be of no further force and effect.

2022 "MET" LETTER OF UNDERSTANDING #3

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

Between

POST-SECONDARY EMPLOYERS' ASSOCIATION ("PSEA")

Representing those employer-members participating in the 2022 MET

And

CANADIAN UNION OF PUBLIC EMPLOYEES ("CUPE")

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

RE: COST OF LIVING ADJUSTMENT

Definitions

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

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

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

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

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

COLA

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

July 2023

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

July 2024

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

2022 "MET" LETTER OF UNDERSTANDING #4

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

Between

POST-SECONDARY EMPLOYERS' ASSOCIATION ("PSEA")

Representing those employer-members participating in the 2022 MET

And

CANADIAN UNION OF PUBLIC EMPLOYEES ("CUPE")

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

RE: PUBLIC SECTOR WAGE INCREASES

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

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

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

CUPE COLLECTIVE AGREEMENT

CUPE 2081
ON THE FRONT LINE

CAMOSUN COLLEGE

2022 – 2025