



**COLLECTIVE AGREEMENT**

**BETWEEN**

**The Board of Governors of College of the Rockies**

**AND**

**Canadian Union of Public Employees**

**Local 2773**

**JULY 1, 2019 TO JUNE 30, 2022**



**SUPPORT STAFF**

**COLLEGE OF THE ROCKIES**

**COLLECTIVE AGREEMENT**

**between**

**THE BOARD OF GOVERNORS OF COLLEGE OF THE ROCKIES**

**and**

**CANADIAN UNION OF PUBLIC EMPLOYEES**

**Local 2773**

**July 1, 2019 to  
June 30, 2022**



## TABLE OF CONTENTS

<u>Article</u>	<u>Title</u>	<u>Page</u>
1	PREAMBLE.....	1
2	DEFINITIONS & INTERPRETATION.....	1
2.1	Board.....	1
2.2	College.....	1
2.3	Union.....	2
2.4	Day.....	2
2.5	Employee .....	2
	a) <i>Probationary</i> .....	2
	b) <i>Regular</i> .....	2
	c) <i>Term</i> .....	2
	d) <i>Auxiliary</i> .....	2
	e) <i>Part-time</i> .....	3
	f) <i>Regular Sessional</i> .....	3
2.6	President.....	3
2.7	Gender.....	3
2.8	Singular/Plural.....	3
2.9	Spouse.....	3
3	MANAGEMENT RIGHTS.....	4
3.1	Acknowledgement.....	4
3.2	Rights.....	4
4	UNION RECOGNITION & RELATIONS.....	4
4.1	Bargaining Unit.....	4
4.2	Recognition .....	4
4.3	Individual Bargaining/Contact Names. ....	5
4.4	Absence for Union Business. ....	5
4.5	Right to Assistance. ....	5
4.6	On-site Union Meetings.....	5
4.7	Employer Paid Union Leave.....	5
4.8	Contact Information.....	5
4.9	New Employees .....	6
4.10	Union Bulletin Boards.....	6

5	UNION-COLLEGE BARGAINING .....	6
5.1	Union Bargaining Committee .....	6
5.2	Bargaining Meetings - Scheduling.....	6
5.3	Bargaining Meetings - Attendance .....	6
5.4	Ratification Meetings.....	7
5.5	Human Resources Database .....	7
6	UNION MEMBERSHIP & DUES .....	8
6.1	Union Membership .....	8
6.2	Union Dues - Deductions .....	8
6.3	Union Dues - Income Tax (T-4) Slips .....	8
7	EMPLOYEE RIGHTS .....	8
7.1	Position Descriptions and Salary Classification.....	8
7.1.1	Position Evaluations.....	8
7.1.2	Position Appeal Procedures.....	8
7.2	Discrimination.....	8
7.3	Sexual and Personal Harassment.....	9
7.3.1	Sexual Harassment.....	9
7.3.2	Personal Harassment.....	10
7.3.3	Harassment Complaints Procedure .....	10
7.4	Personal Duties.....	11
7.5	Strikes, Lockout & Picketing.....	11
7.6	College Personnel Files .....	11
7.6.1	Access .....	11
7.6.2	Restrictive Reports.....	11
7.7	Right to Have a Steward Present.....	12
7.8	Equal Pay for Equal Work .....	12
7.9	Working at Home .....	12
8	HOURS OF WORK .....	13
8.1	Normal Work Week .....	13
8.2	Work Shifts - Scheduling .....	13
8.3	Work Shifts - Changes .....	13
8.4	Rest Periods.....	13
8.5	Workplace Flexibility .....	14
9	SHIFT DIFFERENTIAL .....	14
9.1	Shift Differential.....	14
9.2	Pyramiding with Overtime .....	14
9.3	Call Out .....	14

10	OVERTIME .....	15
10.1	Definition of Overtime.....	15
10.2	Time Off In Lieu of Overtime .....	15
10.3	Pay Rates.....	15
10.4	Assignment .....	15
10.5	Meals .....	15
10.6	Approved Time Off .....	16
10.7	Lay-off .....	16
11	STATUTORY/GENERAL HOLIDAYS .....	16
11.1	Entitlement .....	16
11.2	Eligibility .....	16
11.3	Coincides with Rest Day .....	16
11.4	Required to Work. ....	16
12	ANNUAL VACATIONS .....	17
12.1	Entitlement .....	17
12.2	Vacation Carryover. ....	17
12.3	Vacation Scheduling .....	17
12.4	Departmental Scheduling .....	17
12.5	Unused Vacation on Termination.....	18
12.6	Employment Status Change.....	18
13	LEAVES WITH PAY .....	18
13.1	Sick Leave.....	18
13.1.1	General Conditions .....	19
13.1.2	Sick Leave Entitlement.....	19
13.1.3	Term Employee Entitlement.....	20
13.1.4	Illness during Scheduled Vacation .....	20
13.1.5	Sick Leave Payout upon Employee's Death .....	20
13.1.6	Bridging to LTD Benefit .....	20
13.2	Bereavement Leave .....	20
13.3	Personal Circumstance Leave .....	21
13.4	Jury Duty & Court Appearance.....	21
13.5	Leave of Absence for College Committees .....	21
13.6	Leave for Domestic/ Sexual Violence.....	22

14	LEAVES WITHOUT PAY .....	22
14.1	Maternity/Parental/Adoption Leave .....	22
14.2	Conditions Applicable to Maternity/Parental/Adoption Leave .....	23
14.3	Supplemental Employment Benefit for Maternity and Parental Leave .....	24
14.4	Leave for Union Functions/Business .....	25
14.5	General Leaves .....	25
14.6	Leave Respecting the Death of a Child .....	25
14.7	Leave Respecting the Disappearance of a Child .....	25
14.8	Compassionate Care Leave .....	26
15	SALARY SCHEDULE .....	26
15.1	Salary Grid .....	26
15.2	Regular Step Advancement .....	27
15.3	Term Employee .....	27
16	SALARIES & ALLOWANCES .....	27
16.1	Pay Days .....	27
16.2	Relieving in a Higher Paid Position .....	27
16.3	Assigned to a Lower Paid Position .....	27
16.4	Travel Expenses .....	27
17	GROUP BENEFITS .....	27
17.1	Definition of Spouse .....	27
17.2	Health Care Benefits .....	28
17.3	Long Term Disability Insurance Plan .....	29
17.4	Pension Plan .....	29
17.5	Exemptions .....	29
17.6	Regular Part-time and Regular Sessional Employees .....	29
17.7	Changes in Carriers/Coverage .....	31
17.8	Indemnity .....	31
18	PROFESSIONAL DEVELOPMENT .....	32
18.1	Professional Development .....	32
18.2	Reimbursement for Work-Related Courses .....	32
18.3	In-House Training .....	32
18.4	Educational Leave .....	32
18.5	Employee Training .....	32
19	EMPLOYMENT SECURITY .....	33
19.1	Work of the Bargaining Unit .....	33
19.2	Contracting Out .....	33
19.3	Auxiliary Employee .....	33



20	SENIORITY .....	33
20.1	Seniority Defined.....	33
20.2	Probationary Period: New Employees.....	34
20.3	Seniority List.....	34
20.4	Retention of Seniority.....	34
20.5	Loss of Seniority.....	35
21	APPOINTMENTS.....	35
21.1	Job Postings.....	35
21.1.1	Internal Screening Process .....	36
21.2	Trial Period: Internal Job Postings .....	36
21.3	Probationary Appointment - Evaluations .....	37
21.4	Selection & Seniority .....	37
21.4.1	Placement on Scale: Promotion and Reclassification .....	37
21.5	Temporary Appointment to a Position Outside the Bargaining Unit .....	38
21.6	Internal Application to Term Positions.....	38
21.7	Job Stability .....	39
22	LAYOFFS & RECALLS .....	39
22.1	Definition. ....	39
22.2	Security Rights .....	39
22.3	Notice.....	40
22.4	Recall .....	40
22.5	Severance Pay.....	40
22.6	Bumping.....	40
23	OCCUPATIONAL HEALTH & SAFETY .....	43
24	WORKERS' COMPENSATION PROTECTION .....	44
24.1	All Employees .....	44
24.2	Assign Worker's Compensation Cheque.....	44
24.3	The Worker's Compensation Supplement.....	44
24.4	All Accidents and Injuries Must be Reported.....	44
25	PRESENT CONDITIONS TO CONTINUE .....	44
26	ACQUIRED RIGHTS.....	44

27	EMPLOYMENT ADJUSTMENT PLANS AFFECTING REGULAR EMPLOYEES	45
27.1	Notice	45
27.2	Employer Commitments	45
27.3	Menu of Labour Adjustment Strategies	45
27.4	Layoffs May Occur	46
27.5	No Stacking of Entitlements	46
28	GRIEVANCES	46
28.1	Grievance Procedure	46
28.2	Union Stewards	48
28.3	Labour/Management Committee	49
28.3.1	Labour/Management Committee	49
28.3.2	Function	49
28.3.3	Meeting of the Committee	49
28.3.4	Time Off for Meeting	49
29	GENERAL PROVISIONS	50
29.1	Term	50
29.2	Re-Negotiation Notice	50
30	SYSTEM-WIDE ELECTRONIC JOB REGISTRY	50
30.1	Posting	50
30.2	Electronic Registry of Eligible Employees (Registrants)	51
30.3	Application Procedures	51
30.4	Registrant Applying for Vacancies	51
30.5	Rights of Registrants	51
	SCHEDULE 'A'	54
	Re: Regular Sessional Employees	
	SCHEDULE 'B'	55
	Wage Scales	
	APPENDIX 'A'	58
	Group Policy Information	
	APPENDIX 'B'	64
	Post Secondary Employer's Association	

Letter of Understanding #1 .....	65
RE: Voluntary Workload Reduction	
Letter of Understanding #2 .....	68
RE: Lab Assistants	
Letter of Understanding #3 .....	70
Re: Student Employment	
Letter of Understanding #4 .....	72
RE: Restricted Application of Collective Agreement - International Education Assistant	
Letter of Understanding #5 .....	74
Re: Work Place Practicums	
Letter of Understanding #6 .....	76
Re: International Projects and Marketing Specialist Coordinator	
Letter of Understanding #7 .....	78
Re: Information Officer/Recruitment	
Letter of Understanding #8 .....	80
Re: Residence Supervisor	
Letter of Understanding #9 .....	82
Re: Restricted Application of Collective Agreement - School Works & Summer Works Coordinators and Farm Works	
Letter of Understanding #10 .....	84
Re: Fire and Compliance Administrator	
Letter of Understanding #11 .....	86
Re: Term Employees - Vacation, Extended Health and Dental Benefits	
Letter of Understanding #12 .....	87
Re: Student Enhancement Auxiliary Fund (SEAF)	

**THIS AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_, 2021

**BETWEEN:**

**College of the Rockies**

(hereinafter called "the College")

PARTY OF THE FIRST PART

**AND:**

**Canadian Union of Public Employees Local 2773**

(hereinafter called "the Union")

PARTY OF THE SECOND PART

**WHEREAS** the College is an employer within the meaning of the Labour Relations Code of British Columbia;

**AND WHEREAS** the Union is the collective bargaining authority for all employees of the College covered by the Union's certification;

**AND WHEREAS** the Parties hereto have carried on collective bargaining under the terms of the said Act and have reached agreement as hereinafter expressed;

**NOW THIS AGREEMENT WITNESSETH THAT** the Parties hereto agree each with the other as follows:

## **ARTICLE 1      PREAMBLE**

### **1.1**

It is the purpose of the Parties to this Agreement:

- a) to maintain and improve harmonious relations and settled conditions of employment;
- b) to recognize the value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.;
- c) to encourage efficiency in operations; and
- d) to promote the morale, well-being, and security of all employees.

## **ARTICLE 2      DEFINITIONS & INTERPRETATION**

### **2.1**

**"BOARD"** means the College Board.

### **2.2**

**"COLLEGE"** means the College President or their delegate.

- 2.3**                **"UNION"** means the Canadian Union of Public Employees, Local 2773.
- 2.4**                **"DAY"** means a calendar day unless stated or implied otherwise.
- 2.5**                **"EMPLOYEE"** means a person employed full-time or part-time who is covered by the terms and conditions of this Agreement and shall have the same meaning as defined in the Labour Relations Code of British Columbia:
- a) *Probationary* Employee - an employee who is serving a probationary period(s) to determine suitability to a regular employment, or in the instance of a Term employee, to determine suitability for continued employment. All terms and conditions of this Agreement shall apply in full unless otherwise provided.
  - b) *Regular* Employee - a full-time or part-time employee who has satisfactorily completed or met the requirements of a probationary period(s) and who is employed on a continuous and/or permanent basis. Employees are entitled to employee benefits as per this Collective Agreement. Further, this employee shall not have their employment status changed as a Regular employee during the term of this Agreement.
  - c) *Term* Employee - a full-time or part-time employee who is employed to fill a specific work requirement which is anticipated to be of a specific duration [i.e., fourteen (14) or more hours per week and for more than three (3) consecutive months duration]. This employee is not entitled to any of the employee benefits of this Agreement except as otherwise provided. However, such an employee will receive, semi-monthly, sixteen percent (16%) calculated on their total wages in lieu of such benefits, including annual vacation pay.
  - d) *Auxiliary* Employee - an auxiliary employee shall mean an employee, full-time or part-time, who is employed on a day-to-day basis. An auxiliary employee shall be paid a minimum of four (4) hours pay at the hourly rate per shift. This requirement may be varied by mutual agreement, in writing, between the parties. An auxiliary employee shall also be paid a four (4) hour minimum when an expected work assignment is cancelled and the employee was not notified of such cancellation the day prior.
- An auxiliary employee shall receive eight percent (8%), in addition to their regular hourly rate, calculated on their total wages in lieu of benefits, including annual vacation pay. It is not the intention of the College to employ an auxiliary employee instead of employing a regular or term employee.

Auxiliary employees are primarily relief employees and may be employed to work full shifts or part shifts on an as-needed basis, in capacities such as: sickness relief, vacation relief, leave of absence relief, temporary workload relief. It is understood that the use of auxiliary employees will not result in a lay-off nor a reduction of the regular hours of work, nor a loss of wages of a regular or term, full-time or part-time employee.

- e) *Part-time* Employee - means a regular or term employee who works an average of fourteen (14) or more hours per week, but less than thirty-five (35) hours per week. A part-time employee will be guaranteed a minimum of four (4) hours per shift. A regular part-time employee is entitled to benefits as per Article 17.6.
- f) *Regular Sessional* Employee - a full or part-time employee who has satisfactorily completed or met the requirements of a probationary period(s) and who is employed on a permanent basis for a minimum of six (6) consecutive months up to a maximum of ten (10) consecutive months each year.

Regular Sessional employees are entitled to employee benefits as per this collective agreement.

See Schedule 'A'.

- 2.6 **"PRESIDENT"** means the College President and Chief Executive Officer.
- 2.7 **The parties agree that the Collective Agreement be recognized as gender neutral.**
- 2.8 A word used in the singular also applies in the plural, and vice versa, unless the context requires otherwise.
- 2.9 **"SPOUSE"** - For the purposes of this Agreement, spouse designates legal spouse, common-law spouse, and same sex partner of an employee, provided that the relationship between the couple meets the requirements of a "common-law" relationship as determined by the benefit plan insurers. This definition shall apply to all Articles of this Agreement, including but not restricted to Articles 17.2, 17.3, and 17.4.

## **ARTICLE 3      MANAGEMENT RIGHTS**

- 3.1**            The Union acknowledges that the management and direction of the employees are retained by the College except as otherwise provided in this Agreement.
- 3.2**            The College shall exercise its rights in a fair and reasonable manner. Management rights shall not be used to direct an employee in a discriminatory manner, nor shall they be used to deprive an employee of their employment except for just cause.

## **ARTICLE 4      UNION RECOGNITION & RELATIONS**

- 4.1**            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 local parties or excluded by the Labour Relations Board of British Columbia.

- a)    The question of inclusion or exclusion of a new position created by the Employer will be negotiated with the Union prior to any posting of the position. In the event the parties do not 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.

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.

- 4.2**            The College recognizes the Union as the sole and exclusive collective bargaining authority for all employees as certified in accordance with the Labour Relations Code of British Columbia. Further, the College agrees to negotiate with the Union concerning all matters affecting their relationship, aiming towards a peaceful and amicable settlement of any differences.

- 4.3** The College shall not bargain or enter into any agreement with an individual employee. An employee shall not undertake to represent the Union without the proper authorization of the Union. In order that this may be achieved, the Union shall provide the President or their delegate with a list of the names of its officers. Likewise, the President or their delegate shall provide the Union with a list of the names of its personnel with whom the Union may be required to conduct business.
- 4.4** A designated representative of the Union shall report to and make arrangements with their supervisor when it is necessary for them to be absent from duty with pay for the purpose of carrying on negotiations with the College and/or of attending any mutually agreed-upon meeting or proceeding related to Union-College relations.
- 4.5** The Union shall have the right to have the assistance of a representative of CUPE or any other advisor when dealing or negotiating with the College. Such a representative/advisor shall have access to the College premises to investigate and assist in the settlement of a grievance.
- 4.6** The College shall accommodate on-site Union meetings when possible - it being understood and agreed that the scheduling of such meetings shall not interfere with the operation of the College.

**4.7      **Employer Paid Union Leave****

The 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 President shall schedule such time with their supervisor. This provision is in addition to any other Employer-paid release time in the collective agreement.

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

**4.8      **Contact Information****

Subject to any applicable law regarding privacy, the employer will provide to the Union a list of all the employees in the bargaining unit. The list will include each person's name, job title/classification, home mailing address and any other available contact information that the employer has including personal telephone numbers, such as cellular numbers, work e-mail, and, if available, personal e-mail.

This list will also indicate the employees' work site and employment status (such as regular, term, auxiliary, part-time and regular



sessional), and if the employee is on a leave of absence, the type of the leave.

The employee contact list will be provided in an electronic spreadsheet to the Union contact designated by the Local Executive on a semi-annual basis.

#### **4.9 New Employees**

On commencing employment in a position within the bargaining unit, the employee's immediate supervisor or other representative of the employer will introduce the new employee to their Union Steward.

The Union Steward will be given an opportunity to meet privately with each new employee during the first month of employment to acquaint them with the structure, benefits, and duties of union membership. A maximum of thirty (30) minutes will be allowed for this purpose within regular working hours and without loss of pay for either employee. The day of the month will be mutually agreed to between the employee's supervisor and the Union Steward.

#### **4.10 Union Bulletin Boards**

The Employer will provide a union bulletin board at the Cranbrook campus. This board will be located in an area that is highly visible to employees. The bulletin board will be used solely for postings by the Union.

The Employer will also provide a space on the Portal and SharePoint for the Union's use.

### **ARTICLE 5 UNION-COLLEGE BARGAINING**

#### **5.1 Union Bargaining Committee**

A Union Bargaining Committee shall be established and shall consist of not more than four (4) members. The Union shall advise the College of the names of the members of this Committee.

#### **5.2 Bargaining Meetings - Scheduling**

Bargaining meetings shall be scheduled at a time and a place determined by mutual agreement.

#### **5.3 Bargaining Meetings - Attendance**

A member of the Union Bargaining Committee shall have the right to attend bargaining meetings with the College held within their scheduled work shift without loss of pay.

## **5.4 Ratification Meetings**

A member of the Union shall be permitted to attend a ratification meeting without loss of pay provided that a minimum of forty-eight (48) hours' notice is given in writing by the Union to the College.

## **5.5 Human Resources Database**

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

### **d) 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

## **ARTICLE 6      UNION MEMBERSHIP & DUES**

### **6.1              Union Membership**

All employees, as a condition of continued employment, shall become and remain members in good standing of the Union according to the constitution and by-laws of the Union. All new employees shall, as a condition of continued employment, become and remain members in good standing in the Union within thirty days of employment. No employee shall be deprived of their employment by reason of loss of their membership in the Union for reasons other than those specified by the Labour Relations Code of B.C.

### **6.2              Union Dues - Deductions**

The College shall deduct from every employee any dues, initiation fees or assessments levied by the Union from the semi-monthly payroll. These deductions shall then be forwarded to the Secretary-Treasurer of the Union not later than the fifteenth (15th) day of the following month and shall be accompanied by a list of the names of those employees from whose wages the dues have been deducted and of the amounts so deducted.

### **6.3              Union Dues - Income Tax (T-4) Slips**

The College shall include on the Income Tax (T-4) slips the amount of the Union dues deducted.

## **ARTICLE 7      EMPLOYEE RIGHTS**

### **7.1              Position Descriptions and Salary Classification**

The College shall provide a Regular or Term employee with a copy of their position description and salary classification at the time of the employee's hire, or upon their request.

**7.1.1**              All newly created or significantly revised Regular and Term positions shall be evaluated in accordance with the College/CUPE Gender Neutral Job Evaluation Plan.

**7.1.2**              All Regular and Term positions to be appealed shall be as per the procedures in the College/CUPE Gender Neutral Job Evaluation Maintenance Manual which shall be considered to be part of this Collective Agreement between the Parties.

### **7.2              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,

promotions, transfers, layoffs, discipline, 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, or age, nor by reason of their membership in the Union or because the employee has been convicted of a criminal or summary conviction offence that is unrelated to their employment.

### **7.3 Sexual and Personal Harassment**

The College and the Union recognize the right of all employees to work in an environment free from sexual and personal harassment. Any complaint alleging sexual or personal harassment shall be treated seriously and in strict confidence and may be addressed through the grievance procedure, the College's Sexual Harassment Policy, or by notifying the B.C. Council of Human Rights.

If the grievor chooses to file a simultaneous complaint with the Human Rights Commission, the grievor agrees that, in so doing, the grievance procedure shall precede the complaint. The parties agree that proven sexual or personal harassment is a serious violation of an employee's rights, dignity, and personal well-being. The College will investigate all harassment grievances and treat all such grievances with seriousness and confidentiality. Where such grievances of a sexual or personal harassment nature are justified, appropriate disciplinary measures, up to and including dismissal are supported and endorsed by the parties.

Supervisory responsibilities, which are carried out, including disciplinary action, are not harassment.

#### **7.3.1 Sexual Harassment**

Sexual harassment may be physical and/or psychological, and may take the form of any unwanted or unwelcome conduct, comment, gesture, or contact of a sexual nature that is likely to cause offense or humiliation by another employee of the College who knows, or reasonably should be expected to know, that such behavior is unwanted or unwelcome.

Sexual harassment also includes: sexual advances and requests for sexual favors such as an implied or expressed promise of a job-related reward to comply with a sexually-oriented request; a reprisal, or an implied or expressed threat of reprisal that impacts employment; a denial of employment opportunity, or the expressed or implied threat to deny employment opportunity.

Examples of sexual harassment that are not acceptable include:

- verbal harassment or abuse such as sexist jokes, comments, conduct

- posters, postcards, calendars, pictures, literature which is sexually explicit and not related to the work environment
- unwanted touching, patting, pinching, physical contact
- unwelcome compromising invitations which are of a persistent nature.

### 7.3.2 Personal Harassment

Personal harassment shall be defined as repeated, intentional, offensive comments or actions deliberately designed to demean and belittle an individual or cause personal humiliation.

Examples of personal harassment that are not acceptable may include:

- discriminatory behavior in violation of human rights legislation
- physical threats, abuse, assault, intimidation
- verbal abuse

### 7.3.3 Harassment Complaints Procedure

#### a) Obligation

It is the responsibility of the Employer to ensure that complainants and witnesses to harassment are protected from intimidation or repercussions after reporting incidents, including any subsequent investigation.

- b) When harassment occurs an employee will immediately contact the **Executive Director, Human Resources & Payroll** or their designate by telephone or in person and a Union Representative. The complainant will follow up this contact with written documentation as soon as possible.

If the nature of the complaint is such that the College's representative and the Union's representative mutually agree, then the complainant has the right to leave the job site with pay until the College has made reasonable alternate work arrangements to accommodate the complainant while the complaint is being investigated.

Upon receipt of a formal written complaint, the **Executive Director, Human Resources & Payroll** or their designate, will investigate and provide a summary of action to be taken to the parties concerned, including the Union. Confidentiality will be maintained as much as possible subject to the requirements of the investigation and complaint procedures.

This action could include such disciplinary actions as transfer of job, suspension or dismissal. Bargaining unit employees, upon request, shall have the right to have a shop steward present.

- c) Employees who make legitimate complaints of harassment will not have their positions affected in any adverse way. Where the complaint is considered to be frivolous, malicious and vindictive or without substance or reasonable or probable grounds, the College shall take appropriate action.

#### **7.4 Personal Duties**

The rules, regulations, and requirements of employment shall be limited to matters pertaining to the work requirements of each employee.

#### **7.5 Strikes, Lockout & Picketing**

Employees who are lawfully on strike or lawfully locked out, or who, as a matter of conscience, choose not to cross a legal picket line as provided by the Labour Relations Code of British Columbia shall not be subject to disciplinary action by the College. However, such employees shall forfeit their salary and applicable health benefits as per Article 17.2 for the period during which they are absent from duty. Applicable benefits coverage may be continued for a Regular employee provided the Union agrees to remit the full premium costs to the College for such benefits continuation.

#### **7.6 College Personnel Files**

##### **7.6.1 Access**

An employee shall have the right, upon given reasonable notice to the **Executive Director**, Human Resources & Payroll, to have access to and review their personnel file and shall have the right to respond in writing to any document contained therein. Such a reply shall become part of the permanent record. Upon request, photocopies of any documents shall be provided to the employee.

##### **7.6.2 Restrictive Reports**

Within twenty (20) working days of receipt, the College shall inform an employee in writing of any internal or external written reports or evaluations which express dissatisfaction with the employee's work performance. If this procedure is not followed, the report shall not become a part of the employee's record for use against them in regard to termination, suspension, discipline, promotion, involuntary transfer, or any other related matters.

All such reports and evaluations must be copied to the employee's file in Human Resources and be available to the employee. Any employee so affected shall be given the opportunity to reply in writing, and/or have recourse through the grievance procedure. If successfully grieved, such reports and evaluations will be removed from the file and/or files.

#### **7.7 Right to Have a Steward Present**

An employee shall have the right to have their Union Steward present at any formal meeting scheduled by a Supervisor (who is not in the bargaining unit) where such discussion is intended to be the basis of formal disciplinary action. When an employee is to be disciplined and such discipline is to become part of their personnel file, the Supervisor shall so notify the employee in advance so the employee may contact their Union Steward to be present at the formal meeting.

#### **7.8 Equal Pay for Equal Work**

The principle of equal pay for equal work shall apply, regardless of sex.

#### **7.9 Working at Home**

- a) No employee shall be required/scheduled to perform work of the bargaining unit at their home.

The employee and the supervisor may mutually agree that the employee may work at home for periods equivalent to 7 hours per week to a maximum of 140 hours per year subject to operation requirements.

In no case shall an employee be permitted to enter into an agreement, which could conflict with the above, without prior written consent of the Union.

- b) In the case of an illness which is expected to affect, or potentially affect, the entire staff of the College, the Union and the College may enter into discussion that allow an employee to perform duties from home.
- c) In the case of both (a) and (b) above it is agreed that performing the duties from home will meet the operational requirements of the College and is in compliance with Work Safe BC legislation.
- d) The determination of the position's ability to work at home will be determined by the Dean/Director/Manager of the Department.

## **ARTICLE 8       HOURS OF WORK**

### **8.1               Normal Work Week**

The normal work week shall be a guaranteed average of:

- thirty-five (35) hours per week;
- seven (7) hours per day; and
- five (5) consecutive days per week excluding Sunday.

Notwithstanding the above, Sunday shall be included in the normal work week for Auxiliary and Term employees. Should a Regular employee wish to be scheduled for Sunday work, they must advise their supervisor, in writing, that they wish to do so. If a full seven (7) hour shift is available on Sunday, in their Department, within their classification, they will have the opportunity to work that scheduled Sunday prior to the work being offered to an Auxiliary or Term employee. A Regular employee must advise their supervisor prior to August 1 of an academic year in order to be considered for Sunday scheduling in that academic year (September to August is considered an academic year). A Regular employee hired during the academic year must advise their supervisor, within two weeks of their hire date, of their intentions concerning Sunday work for that academic year.

### **8.2               Work Shifts - Scheduling**

An employee shall receive a minimum of ten (10) hours rest between scheduled work shifts exclusive of overtime.

### **8.3               Work Shifts - Changes**

The College shall notify a regular or term employee in writing five (5) days prior to any change in their scheduled work shift except in emergency/emergent situations or with their agreement, which shall not be unreasonably withheld.

### **8.4               Rest Periods**

All employees who are assigned normal hours of work (7 hours) shall receive two (2) fifteen-minute paid rest periods; one in the first half of the shift and one in the second half of the shift.

Shifts of four (4) hours shall receive one (1) fifteen-minute paid rest period as close as possible to the middle of the shift.

Shifts of five (5) hours or more shall receive two (2) fifteen-minute paid rest periods.



## 8.5

### Workplace Flexibility

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

- a) Local collective agreement language shall apply except as expressly provided below.
- b) 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.
- c) No regular employee hired prior to June 14, 2000 shall be required to work Saturday or Sunday as a regular workday, unless the employee is currently scheduled to work Saturday or Sunday.
- d) A premium of one additional hour of pay per shift shall apply to all regularly scheduled work on Saturday and Sunday.
- e) No employee shall be laid off or have their hours of work reduced as a result of this Article

## ARTICLE 9

### SHIFT DIFFERENTIAL

#### 9.1

#### Shift Differential

An employee whose scheduled work shift commences prior to 07:00 hours or terminates after 18:00 hours shall be paid a shift differential of one dollar **and 25 cents (\$1.25)** per hour. An employee whose normal work week includes Saturday or Sunday shall likewise be paid a shift differential for those Saturdays or Sundays worked.

#### 9.2

#### Pyramiding with Overtime

There shall be no "pyramiding" of shift differential with overtime. That is, overtime rates shall apply to an employee's rate of pay for their scheduled work shift and shall only reflect a shift differential if the shift differential applies to the scheduled work shift.

#### 9.3

#### Call Out

Employees called out to work before the beginning of a shift, where such hours worked are not continuous with the regular shift, or, called back after completing a regular day's work, where such work is not continuous with the regular shift, or from a day off, shall be paid for a minimum of four (4) hours at overtime rates. An employee called in on a scheduled rest day shall likewise be paid a minimum of four (4) hours at overtime rates.

## **ARTICLE 10 OVERTIME**

### **10.1 Definition of Overtime**

Overtime means those hours worked in excess of normal hours of work as per Article 8.1 (Normal Work Week).

### **10.2 Time Off In Lieu of Overtime**

An employee shall have the option of taking time off in lieu of overtime at the applicable overtime rate of pay.

Compensating time off with pay in lieu of overtime pay is to be taken within six (6) months from the time the overtime was incurred. Accumulated time off in lieu may be taken at a mutually agreeable time between the employee and their supervisor.

In the event that the accumulated overtime cannot be taken in time off in lieu, it shall be paid out at the concluding calendar year end, or, depending upon the circumstance presented, overtime may be carried forward as mutually agreed to, in 'advance', by the College and the employee.

An employee may request a payment from their time in lieu bank at any time.

### **10.3 Pay Rates**

The rates of pay for overtime shall be:

- a) one and one-half (1 1/2) times an employee's regular rate of pay for the first three (3) overtime hours worked in a day or eight (8) overtime hours worked in a week, and two (2) times thereafter; and
- b) two (2) times an employee's regular rate of pay for all overtime worked on a scheduled rest day.

### **10.4 Assignment**

Overtime shall be shared among all the employees in a work group, if applicable. It cannot be refused if twenty-four (24) hours' advance notice is provided to an employee and there is no other qualified employee able and willing to work the overtime.

### **10.5 Meals**

An employee who works three (3) **or more** hours overtime on a scheduled workday, **and/or five (5) or more hours on a weekend** shall claim a meal allowance consistent with College Policy No. 3.2.5 (Dinner: College Region). Further, they shall be permitted a one-half (1/2) hour meal break with pay at the applicable overtime rate.

## **10.6 Approved Time Off**

An employee, who is absent from work on an approved time off in lieu of overtime payment, shall be considered as if they had worked their scheduled shift(s) during such an absence.

## **10.7 Lay-off**

An employee shall not be required to "lay-off" during their regular work schedule to equalize any overtime worked.

## **ARTICLE 11 STATUTORY/GENERAL HOLIDAYS**

**11.1** A regular, term, or auxiliary employee shall be entitled to the following statutory/general holidays or such other days as the College may designate to be taken in lieu of these holidays and/or any other day proclaimed by the Government of Canada, the Government of British Columbia, or the College, with pay:

- |                  |                    |
|------------------|--------------------|
| - New Year's Day | - Labour Day       |
| - Good Friday    | - Thanksgiving Day |
| - Easter Monday  | - Remembrance Day  |
| - Victoria Day   | - Christmas Day    |
| - Canada Day     | - Boxing Day       |
| - B.C. Day       | - Family Day       |

**11.2** To be eligible for a statutory/general holiday with pay, an employee must have:

- a) been employed for 30 calendar days before the statutory/general holiday; and
- b) worked or earned wages on 15 of the 30 days before the statutory/general holiday.

**11.3** When a statutory/general holiday coincides with an employee's scheduled rest day, that employee shall receive a day's pay or another day off with pay at a time mutually determined by the employee and the College.

**11.4** An employee who is required to work on a statutory/general holiday shall be paid at two (2) times their regular rate of pay and, in the cases of Christmas Day and New Year's Day, at three (3) times their regular rate of pay.

## ARTICLE 12 ANNUAL VACATIONS

- 12.1** a) A regular employee who is not on a leave of absence without pay shall earn and be entitled to the following annual vacation:

first to fourth year	15 working days (pro rata)
fifth year	20 working days (pro rata)
sixth year	21 " " "
seventh year	22 " " "
eighth year	23 " " "
ninth year	24 " " "
tenth year and over	<b>28</b> " " "

- b) A regular employee who is not on leave of absence without pay shall be entitled to three (3) additional days' vacation, to be taken between Christmas Day and New Year's Day, except for those employees whom the College requires to work during that time. In such cases, those days may be re-scheduled.

**12.2** Employees are encouraged to take their full annual vacation entitlement during the current calendar year; however, employees shall be entitled to bank up to a maximum of five (5) vacation days to be carried over to the following calendar year. Any vacation carried over to the following year must be used in the calendar year following the year in which the vacation was accumulated. Under special and exceptional circumstances, the College may approve a carryover of greater than five (5) vacation days from one calendar year to the next.

**12.3** The annual vacation entitlement shall be scheduled and taken in blocks of not less than five (5) consecutive working days, except for five (5) days which may be scheduled and taken in blocks of less than five (5) days but not less than one (1) day.

**12.4 a) Scheduling for the Period January 1 to April 30**

"Departmental" annual vacation scheduling will be completed by employees within each department and submitted to their manager by December 1<sup>st</sup> of the year prior to the year in which the vacation is scheduled to be taken

The manager shall approve or deny vacation requests by December 15<sup>th</sup> of the year prior to the year in which the vacation is scheduled to be taken. Approval will not be unreasonably withheld subject to operational requirements.

Conflicts in vacation scheduling will be settled by the department supervisor with seniority in the department being the main consideration.

Employees may request vacation schedule changes after December 1<sup>st</sup>. Seniority will NOT apply to bump employees with lesser seniority after December 1<sup>st</sup>.

**b) Scheduling for the Period May 1 to December 31**

- i. Employees shall receive their Support Leave Plan by January 31<sup>st</sup> of each year.**
- ii. "Departmental" annual vacation scheduling will be completed by employees within each department and submitted to their manager by **February 21<sup>st</sup>** of the year in which the vacation is scheduled to be taken.
- iii. The manager shall approve or deny vacation requests by **March 15<sup>th</sup>** of the year in which the vacation is scheduled to be taken. Approval will not be unreasonably withheld subject to operational requirements.
- iv. Conflicts in vacation scheduling will be settled by the department supervisor with seniority in the department being the main consideration.
- v. Employees may request vacation schedule changes after **March 15<sup>th</sup>**. Seniority will NOT apply to bump employees with lesser seniority after **March 15<sup>th</sup>**.

**12.5** Upon termination, annual vacation entitlement earnings and accumulation shall be computed to the last day worked and any unused annual vacation entitlement shall be paid out in salary.

**12.6** If a term employee becomes a regular employee and there is no break in employment services, for purposes of vacation entitlement, the original date of hire will be used.

**ARTICLE 13 LEAVES WITH PAY**

**13.1 Sick Leave**

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

- a) Jointly Managed – The program will be jointly managed by the Employer and the Union.
- b) 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.

- c) Rehabilitative – The JEIP is rehabilitative in nature.
- d) Confidential – The parties involved in the program will maintain confidentiality of all information.

### **13.1.1 General Conditions**

- a) Sick Leave means the period of time an employee is absent from work with or without pay by virtue of illness, injury, quarantine, or under examination or treatment by a medical/dental professional or because of an accident for which compensation is not payable under the Workers' Compensation Act.
- b) The College may require medical proof of sick leave to verify an employee's absence.
- c) An employee shall be required to produce a certificate from a medical practitioner for any illness in excess of five (5) working days, certifying that they were unable to carry out their duties and is fit to return to work. The cost of such certificate shall be borne by the College.

### **13.1.2 Sick Leave Entitlement**

A Regular Full-time, Regular Sessional or Regular Part-time employee, not on a leave of absence, shall earn and accumulate sick leave credits at the rate of one and one-half (1 1/2) days per month to a maximum of one hundred and twenty days (120) as per the following:

1st year of employment:	18 working days (pro-rata)
2nd year of employment:	36 working days (pro-rata)
3rd year of employment:	54 working days (pro-rata)
4th year of employment:	72 working days (pro-rata)
5th year of employment:	90 working days (pro-rata)
6 years or more:	120 working days (pro-rata)

Absence from work due to an illness or a non-industrial injury shall be claimed against the accumulated but unused sick leave credits. The College may advance sick leave credits to a maximum of five (5) days. After three (3) or more consecutive days of absence, the College may require appropriate verification of any illness or injury necessitating a sick leave claim. However, in extenuating circumstances as determined by the College, the College may require appropriate verification for less than three (3) consecutive days of absence.

### **13.1.3 Term Employee Entitlement**

A term employee will earn sick leave entitlement at a rate of one and one-half (1.5) days per month worked, pro-rata, during the period(s) of their employment. If a Term employee becomes a Regular employee and there is no break in service, then for the purposes of sick leave entitlement, the unused portion of the sick leave entitlement earned but not taken will be carried forward.

### **13.1.4 Illness during Scheduled Vacation**

If an employee suffers an illness or injury during their vacation leave and such illness or injury results in confinement under the care of a physician for a period of five (5) consecutive days or more, then the employee may claim the absence under their unused sick leave entitlement, and their vacation leave will be reinstated to their entitlement, or extended, subject to College approval.

### **13.1.5 Sick Leave Payout upon Employee's Death**

In the event of the death of a regular or term employee during their employment with the College, the College shall make a one-time payment to the employee's beneficiary of fifty percent (50%) of the employee's accumulated unused sick leave entitlement.

### **13.1.6 Bridging to LTD Benefit**

If a regular employee has exhausted their sick leave entitlement and is to commence on Long Term Disability benefits approved by the Insurer, then they shall be entitled to receive a maximum of ten (10) additional paid sick leave days entitlement on a one-time basis, in order to accommodate any shortfall of entitlement that may have pre-existed to their qualifying for Long Term Disability.

## **13.2 Bereavement Leave**

- a) In the event of a death in the immediate family, (parents, spouse (including common-law spouse), common-law children, common-law parents-in-law, brother, sister, child, step child, grandparent, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparent-in-law, grandchild) or any other person living in the same household, a regular or term employee not on a leave of absence without pay shall be eligible for a bereavement leave with pay for a maximum of five (5) working days. **An employee may split their leave entitlement into two separate leave periods, one adjoining the date of death and the other leading to and/or including the date of any subsequent memorial service.** Bereavement leave may be granted by the **Executive Director, Human Resources & Payroll, or designate,**

in the event of the death of another individual, depending upon the specific circumstances presented.

- b) Upon notification to the College, a regular or term employee not on a leave of absence without pay shall be eligible for a leave with pay not normally exceeding one (1) working day to attend a funeral.

### **13.3 Personal Circumstance Leave**

A regular or term employee will be granted upon application, for illness within the immediate family, personal circumstance leave with pay of three (3) days for tending to and/or arranging for the care of a member of the employee's immediate family as defined in Article 13.2.

Personal circumstance leave may be granted more than once for the same situation, provided the total personal circumstance leave and/or bereavement leave requirements do not exceed twelve (12) working days per year.

Personal circumstance leave entitlement will be allotted in each calendar year. It shall not accrue and unused time shall not be carried forward to the next year.

### **13.4 Jury Duty & Court Appearance**

- a) To qualify for approval from the College to be absent with pay when summoned to serve on a jury, when subpoenaed as a witness in a criminal proceeding or as a witness in a civil action if not a party thereto, or when appearing as a defendant in a criminal or traffic case if acquitted therefrom, a regular or term employee shall produce the summons or subpoena or submit such other evidence showing the necessity for the absence.
- b) The employee shall provide the College with proof of attendance from an Officer or Clerk of the Court. Any non-expense fee(s) paid to the employee shall be assigned to the College.

### **13.5 Leave of Absence for College Committees**

An employee whose assigned work schedule would prevent them from attending meetings of a college committee to which they have 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.



## 13.6

### Leave for Domestic/ Sexual Violence

Where leave from work is required due to an employee and/or an 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 *Employment Standards Act*:

- a) up to 10 days of unpaid leave to be taken intermittently or in one continuous period; and
- b) up to 15 weeks of unpaid leave.

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

## ARTICLE 14 LEAVES WITHOUT PAY

### 14.1 Maternity/Parental/Adoption Leave

- a) Upon written request, Maternity/Parental/Adoption Leave of Absence shall be granted to Regular and Term employees without pay and loss of seniority in the following manner:

#### Maternity Leave

A pregnant employee who requests leave under this article is entitled to up to seventeen (17) consecutive weeks of leave beginning,

- i. No earlier than **thirteen (13)** weeks before the expected birth date, and
- ii. No later than the actual birth date, and ending
- i. No earlier than six (6) weeks after the actual birth date, unless the employee requests a shorter period, and
- ii. No later than seventeen (17) weeks after the actual birth date.

#### Parental/Adoption Leave

An employee who requests leave under this article is entitled to:

- i. For a birth mother who takes leave under Article 14.1 in relation to the birth of the child with respect to whom the parental leave is to be taken, up to **sixty-one (61)** consecutive

weeks beginning immediately after the end of the leave taken under Article 14.1 (unless otherwise mutually agreed between the College and the employee),

- ii. For a **parent, other than an adopting parent**, who does not take leave under Article 14.1 in relation to the birth of the child with respect to whom the parental leave is to be taken, up to **sixty-two (62)** consecutive weeks beginning after the child's birth and within **seventy-eight (78)** weeks after that event,
- iii. For an adopting parent, up to **sixty-two (62)** consecutive weeks beginning within **seventy-eight (78)** weeks after the child is placed with the parent.

## 14.2

### Conditions Applicable to Maternity/Parental/Adoption Leave

- a) The written application for Maternity leave shall be supported by a certificate from a physician stating that the employee is pregnant and estimating the probable date of the birth of the child.
- b) Maternity/Parental/Adoption Leave shall be without pay.
- c) The employee shall not claim accumulated unused sick leave credits for Maternity/Parental/Adoption leave purposes. However, in the instance of Maternity leave where there is a valid medical reason for the absence relating to the employee's pregnancy, and such a condition exists and, if applicable, earned sick leave entitlement may be used, subject to written receipt of the physician's certificate.
- d) Notwithstanding the above provisions, the College shall continue to make its contributions toward the premiums for group benefits during the period of a Maternity/Parental/ Adoption Leave, provided that the employee does the same.
- e) Notwithstanding the above provisions, annual vacation, sick leave, and salary increment entitlement will continue to accrue for the approved Maternity/Parental/Adoption Leave period.
- f) An employee who resumes employment on the expiration of a Maternity/Parental/Adoption Leave shall be reinstated in all respects in the position previously occupied by that employee or in a comparable position and with all changes to salary and benefits to which they would have been entitled had the leave not been taken.

### 14.3

#### **Supplemental Employment Benefit for Maternity and Parental Leave**

1. **When on maternity or parental leave, an employee will receive a supplemental payment added to Employment Insurance Benefits as follows:**
  - a) **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 average base salary.**
  - b) **For up to a maximum of thirty-five (35) weeks of parental leave, the legally recognized parent who is caring for the child may 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.**
  - c) **Where the legally recognized parent 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 14.3 1(b), spread out and paid over the longer period. Payroll will make this calculation.**
  - d) **Provided the employee received SEB as per Article 14.3 1(a), (b) or (c), for the two (2) weeks of leave, where no EI benefit is paid, the employee shall receive seventy-five percent (75%) of the employee's salary calculated on their average base salary.**
  - e) **The average base salary for the purpose of clauses 1 (a) and 1 (b) 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.**
2. **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.**
3. (a) **To be entitled to the above noted benefits, an employee must sign an agreement that they will return to work 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, after their return to work.

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

#### **14.4 Leave for Union Functions/Business**

- a) The College may grant a member of CUPE Local 2773 a leave of absence without pay to fill a Union position or to attend conventions, conferences, or meetings in connection with Union affairs. A regular or term employee who requests such leave shall give advance written notice. Approval for Union leave shall not be unreasonably withheld.
- b) The College shall continue the employee's pay and benefits while they are on an approved leave of absence which does not exceed a maximum of six (6) months. However, the Union shall reimburse the College for the employee's pay, benefits, and the College's contributions to applicable group benefits.

#### **14.5 General Leaves**

A regular or term employee may request a general leave of absence without pay and benefits and without loss of seniority. The request, shall be in writing **to the Executive Director, Human Resources & Payroll, or designate, shall include an expected start date and duration, and be submitted** in advance of the leave. The request shall be considered on its individual merits and the **Executive Director, Human Resources & Payroll** or designate shall make the final decision as to the approval of the general leave. Approval of such leave shall not be unreasonably withheld.

#### **14.6 Leave Respecting the Death of a Child**

**An employee is entitled to a leave of absence without pay of up to 104 weeks if they are entitled to leave respecting the death of a child under the *Employment Standards Act* and such leave will be in accordance with the *Employment Standards Act*. There will be no interruption in the accrual of seniority or eligibility for benefits.**

#### **14.7 Leave Respecting the Disappearance of a Child**

**An employee is entitled to a leave of absence without pay of up to 52 weeks if they are entitled to leave respecting the disappearance of a child under the *Employment Standards Act* and such leave will be in accordance with the *Employment***

**Standards Act.** There will be no interruption in the accrual of seniority or eligibility for benefits.

**14.8**

**Compassionate Care Leave**

In accordance with the *Employment Standards Act of B.C.*, 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 article, “family member” includes immediate family as well as other relatives and individuals considered to be like family, whether or not related by marriage, common-law partnership, or any legal parent-child relationship. In order to be eligible for this leave, the employee must provide a medical certificate as proof that the ill family member needs care or support and is at risk of dying within twenty-six (26) weeks.

An employee who is granted a compassionate care leave of absence to care for a gravely ill family 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 or 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 the 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.

**ARTICLE 15**

**SALARY SCHEDULE**

**15.1**

An employee shall be paid in accordance with the following salary schedule which is attached hereto and form part of this Agreement:

**Schedule 'B':**    **Effective July 1, 2019**  
                          **Effective July 1, 2020**  
                          **Effective July 1, 2021**

- 15.2** A regular employee will advance from step to step within the relevant pay grade on their anniversary date subject to satisfactory service as determined by the College.
- 15.3** A term employee, re-hired as a term employee within six (6) months of the termination of their previous employment, shall have their previous service accrued and applied to this advancement within the relevant pay scale and will advance upon accruing twelve (12) months of service.

## **ARTICLE 16 SALARIES & ALLOWANCES**

### **16.1 Pay Days**

The College shall pay salaries by the fifteenth (15th) and by the last day of each month. Auxiliary employees shall be paid on the 15th and last day of each month for hours worked in the preceding pay period. On each pay day, an employee shall be provided with an itemized statement of their wages, overtime, and other supplementary pay, and deductions.

### **16.2 Relieving in a Higher Paid Position**

When an employee is appointed (in writing) to relieve in a position paying a higher rate of pay, they shall receive the higher rate of pay. Payment shall be at the employee's current step placement.

### **16.3 Assigned to a Lower Paid Position**

When an employee is assigned to a position paying a lower rate of pay, their rate shall not be reduced. However, if such a reduction is contemplated, it shall be subject to agreement between the College and the Union.

### **16.4 Travel Expenses**

An employee who provides their own means of transportation for approved College business shall receive reimbursement at the current kilometer rate paid to all employees as per college policy.

## **ARTICLE 17 GROUP BENEFITS**

### **17.1 Definition of Spouse**

For the purposes of this Agreement, spouse designates legal spouse, common-law spouse, and same-sex partner of an employee, provided that the relationship between the couple meets the requirements of "common law" relationship as determined by the benefit plan insurers. This definition shall apply to all articles of this Agreement including, but not restricted to, Articles 17.2, 17.3, and 17.4.

## 17.2

### Health Care Benefits

A regular employee shall be eligible for the following group benefits on the first day of the month following one full month of employment:

- a) life insurance plan in the amount of three (3) times annual salary to the next highest one thousand dollars (\$1,000) at no cost;
- b) accidental death and dismemberment insurance plan in the amount of three (3) times annual salary to the next highest one thousand dollars (\$1,000) at no cost;
- c) Medical Services Plan of British Columbia **has been 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, 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.**
- d) extended health care insurance plan, single or family coverage, with an unlimited total lifetime coverage level, at no cost; and
- e) dental insurance plan, single or family coverage, at no cost. Plan 'A' will include dental recall exams (polishing, application of fluoride and recall) every nine months except dependent children (up to age 19) and those with dental problems as approved by the plan. Plan 'C' orthodontics is at eighty percent (80%) coverage with a lifetime maximum of three thousand dollars (\$3,000).
- f) vision care insurance, single or family coverage, at no cost to the employee. One hundred percent [100%] reimbursement to **five hundred dollars [\$500] maximum every two [2] years. \***
- g) An informal summary of the Health Care Plan is included in Appendix 'A'. The Plan summary is also available on the College's Intranet.
- h) Hearing aid benefit claims will be to a maximum of **one thousand dollars (\$1000)** every five (5) years. \*
- i) Effective July 1, 2005, employees will be reimbursed a total of seventy-five dollars (\$75) every two (2) years for vision exams.

Effective January 1, 2018, employees will be reimbursed a total of one hundred dollars (\$100) every two (2) years for vision exams.

***\* Improvements to these benefit levels will be effective July 1, 2020.***

### **17.3**

#### **Long Term Disability Insurance Plan**

- a) The College shall pay one hundred percent (100%) of the cost of the premiums of a long-term disability insurance plan. This plan shall provide benefits in the amount of two-thirds (2/3) of the monthly salary to a maximum benefit of three thousand five hundred dollars (\$3,500) after the ninetieth (90th) day of disability.
- b) An employee on an approved leave of absence without pay shall have the option to retain coverage under the long-term disability plan during the period of the leave. Should the employee opt to retain coverage, they shall pay the cost of the premium of the long-term disability plan during the period of the leave.

### **17.4**

#### **Pension Plan**

- a) A regular employee, including a regular part-time or regular sessional, shall be covered by a superannuation or pension plan under the Pension (Municipal) Act.
- b) Enrolment in the Municipal Pension Plan shall be as set out in the Pension (Municipal) Act.
- c) In order to enable employees who qualify according to the Pension (Municipal) Act to buy back previous pensionable service, the College agrees to provide payroll deduction in an amount suitable to the employee and to provide the administration necessary to enable such buy back.

### **17.5**

#### **Exemptions**

An employee who exempts them self or is exempted from any of the foregoing group benefits forfeits all claims against the College for any premium or contribution the College would have made on their behalf.

### **17.6**

#### **Regular Part-time and Regular Sessional Employees**

- a) Regular Part-time Employees

##### **Health Benefits**

A Regular part-time employee, working an average of at least seventeen and one-half (17.5) hours per week on a regular basis, shall participate in the Health Care benefits outlined in Article 17.2 on the first day of the month following one full month of employment.



These benefits will be cost-shared, with the College paying a percentage of the cost equal to the employee's work percentage.

A Regular part-time employee, working less than an average of seventeen and one-half (17.5) hours per week on a regular basis, is not eligible to participate in the Health Care benefits outlined in Article 17.2. They shall receive, in addition to their hourly rate, ten percent (10%) in lieu of benefits, excluding annual vacation and statutory holidays.

### **Long Term Disability**

A Regular part-time employee working an average of at least twenty-one (21) hours per week on a regular basis, shall participate in the LTD plan with the College paying one hundred percent (100%) of the cost of the premiums of that plan.

A Regular part-time employee, working less than an average of twenty-one (21) hours per week on a regular basis, is not eligible to participate in the LTD plan.

#### **b) Regular Sessional Employees (Full-time and Part-time)**

### **Health Benefits**

A Regular sessional employee, working an average of at least seventeen and one-half (17.5) hours per week on a regular basis, shall participate in the Health Care benefits outlined in Article 17.2 on the first day of the month following one full month of employment.

If they work less than full time during the session, these benefits will be cost-shared during the session, with the College paying a percentage of the cost equal to the employee's work percentage during the session. During the scheduled lay-off of a Regular sessional employee, they will have the option to cease benefits coverage or continue with employee benefits at full cost to them.

A Regular sessional employee, working less than an average of seventeen and one-half (17.5) hours per week on a regular basis, is not eligible to participate in the Health Care benefits outlined in Article 17.2. They shall receive, in addition to their hourly rate, ten percent (10%) in lieu of benefits, excluding annual vacation and statutory holidays.

### **Long Term Disability**

A Regular sessional employee working an average of at least twenty-one (21) hours per week on a regular basis, shall

participate in the LTD plan with the College paying one hundred percent (100%) of the cost of the premiums of that plan.

A Regular sessional employee, working less than an average of twenty-one (21) hours per week on a regular basis, is not eligible to participate in the LTD plan.

c) Grandparenting Provision

An employee who was working an average of twenty-one (21) hours or more per week on a regular basis as a Regular part-time or Regular sessional employee on February 11, 1998 had a one-time option to decline participation in the Health Care benefits plan. That option must have been exercised within one month of that date and was irrevocable for as long as the employee continued as a Regular part-time or Regular sessional employee. An employee who chose to decline participation in the Health Care Benefits Plan per this clause will continue to receive, in addition to their hourly rate, ten percent (10%) in lieu of benefits, excluding annual vacation and statutory holidays.

## **17.7 Changes in Carriers/Coverage**

The College will establish a Benefits Committee to study and review employee benefits issues.

This Committee will be consulted for any changes to benefit carriers or benefits coverage. The Committee will also make recommendations to the College on benefit issues and provide information to employees on same. The Committee will include at least one representative of the bargaining unit and meet at least twice annually.

## **17.8 Indemnity**

Except where there has been gross negligence or malicious or willful misconduct on the part of an employee, the College will:

- a) exempt and save harmless employees from any liability action arising from the proper performance of their duties for the College; and
- b) assume all costs, legal fees, and other expenses arising from any such action in accordance with the existing "Ministry of Advanced Education, Universities, Colleges & Institutes Protection Program", Section 4, Part B, Standard Comprehensive General Liability Insurance.

## **ARTICLE 18      PROFESSIONAL DEVELOPMENT**

**18.1**            The Parties agree that professional development for the purposes of assisting an employee to upgrade their skills and knowledge, to adapt to new work methods and procedures and to prepare for career development and advancement within the College is in their interest.

**18.2**            With its prior approval, the College shall reimburse a Regular employee upon the successful completion of a work-related course for the associated registration and tuition fees and assigned reference materials to a maximum of six hundred dollars (\$600.00) per year. The College must approve any absence from work to take such a course, etc., and the employee must be prepared to make up any absence from work in a manner acceptable to the College. Also, the College shall attempt to schedule work shifts to accommodate an employee taking such a course, etc. A term employee may also make application for benefits under this Article which will be considered by the College on the basis of its individual merits.

**18.3**            The College, in recognition of the need to upgrade and further develop its employees, will continue to sponsor in-house training during regular working hours.

Employees will be encouraged to participate in such endeavors whenever possible.

### **18.4            Educational Leave**

A regular employee with at least three (3) consecutive years' service may be eligible for an educational leave without pay not exceeding twenty-four (24) months as per the following conditions:

- a) The purpose of the educational leave is to complete a full-time program of study at a post-secondary institute within Canada.
- b) An application with a minimum of six (6) months' notice is made to the appropriate Manager for final approval. Such approval is subject to the value of the leave to the employee and the College, operational requirements, and availability/suitability of replacement staff.
- c) Only one (1) leave for educational purposes will be considered in any given year.

### **18.5            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.

## **ARTICLE 19      EMPLOYMENT SECURITY**

### **19.1              Work of the Bargaining Unit**

No person outside the bargaining unit shall perform the work of the bargaining unit except by mutual agreement or in the case where the College deems an emergency to exist and where no bargaining unit employees are available.

### **19.2              Contracting Out**

- a) The College reserves the right to contract out any work not normally performed by an employee in the bargaining unit. 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.
- b) The College agrees to provide, upon request of the Union, copies of all purchase service agreements to the Bargaining Unit President and to discuss the contracts that are of concern to the Union. The Parties recognize the obligations of the College under Freedom of Information and Protection of Privacy legislation and agree to maintain confidentiality of all private information in these contracts.

**19.3**              The College will not reduce the normal work week of a regular employee for the purpose of hiring an auxiliary employee.

## **ARTICLE 20      SENIORITY**

### **20.1              Seniority Defined**

Seniority shall be defined as the length of service with the College in a Regular Full-time, Regular Sessional, or Regular Part-time position and shall be applied on a bargaining unit wide basis. Seniority shall be applied in determining preference for promotions, transfers, demotions, layoffs, recall and as set out in other provisions of this Agreement.

The seniority date for a Regular employee will be their start date in their first Regular position unless they have had a previous Term position within the bargaining unit. If they have held a previous Term position, their seniority date shall be adjusted to an earlier date by

adding their time in the Term position (provided they have not had a break in service of over eighteen months between the end of their Term position and the beginning of their Regular position).

Employees who are employed in Term positions shall only accrue seniority during the period(s) of term appointment(s) at the College. A Term employee shall accrue seniority solely and exclusively for purposes of applying Articles 15.3 and 21.

The seniority date for a Term employee will be their start date in their current Term position unless they have had a previous Term position within the bargaining unit. If they have held a previous Term position, their seniority date shall be adjusted to an earlier date by adding their time in that Term position (provided they have not had a break in service of over eighteen months between the end of their previous Term position and the beginning of their current Term position).

The seniority of an Auxiliary employee will be based on the number of hours worked in the bargaining unit and shall only apply to Article 21.1.1 (Internal Screening Process).

## **20.2 Probationary Period: New Employees**

All newly hired Regular or Term employees covered by this Agreement, shall serve a probationary period of three (3) months. Newly hired Regular or Term employees who are classified at salary grades (5) or greater shall serve an eight (8) month probationary period of employment.

During the probationary period, employees shall be entitled to all rights and privileges of this Agreement. The probationary period may be extended up to three (3) months by the College. Upon completion of the probationary period, seniority shall be effective from the original date of hire.

## **20.3 Seniority List**

The College shall maintain a seniority list for all Regular employees, listing name and the date each employee commenced employment. The College shall also maintain a current list of all Term employees, listing name and duration of employment.

A revised seniority list of all Regular employees and a list of current Term employees will be sent to the Union by March 31 of each year or will be made available upon request.

## **20.4 Retention of Seniority**

- a) A Regular employee (Probationary, Full-time, Part-time, Sessional) shall continue to accrue seniority while they are on an approved

absence from work due to layoff, illness or injury, or other approved leave of absence.

- b) A Term employee shall continue to accrue seniority while they are on an approved absence from work due to illness or injury or other approved leaves of absence provided such absence does not exceed the duration of the Term employee's appointment.

A term employee shall only retain seniority between appointments if they are rehired into a Regular position or another Term appointment within eighteen (18) months of the conclusion of the previous term of appointment at the College.

- c) For the purpose of clarification, Term employees do not have the right to bump as per Article 22.2.

## **20.5 Loss of Seniority**

An employee shall lose seniority only if:

- a) An employee resigns.
- b) An employee is discharged for just cause and is not reinstated.
- c) A Regular Full-time, Regular Part-time or Regular Sessional employee is laid off for a period longer than two (2) calendar years.
- d) A Regular Full-time, Regular Part-time or Regular Sessional employee fails to return to work within five (5) working days after receiving notice of recall by double registered mail.
- e) A term employee is not rehired by the College within an eighteen (18) month period from the conclusion of their previous employment.

## **ARTICLE 21 APPOINTMENTS**

### **21.1 Job Postings**

When a new position is created or when a vacancy of a temporary or permanent nature in the bargaining unit occurs, the College shall notify the Union in writing and post notice of the position on all bulletin boards for a minimum of one (1) week [five (5) working days] so that all employees will know about the vacant position(s). Such notice shall contain the following information: nature of the position, qualifications, required knowledge and education, shift, hours of work, wage or salary rate or range. Such qualifications may not be established in an arbitrary or discriminatory manner.

### 21.1.1

## Internal Screening Process

- i) After the closing date of the internal posting, current Regular Full-time, Regular Part-time, Regular Sessional, Term and Auxiliary employee applicants who meet the necessary qualification and ability will be considered. Those who are qualified may be granted an interview, and following such interview(s), will be informed as soon as possible as to the status of their application.

The internal job posting procedure may be waived upon the mutual consent of the College and the Union.

Only after internal posting procedures have occurred and if no internal qualified applicants have applied, or, if upon concluding the screening process, it has been determined that internal applicant(s) have not met the necessary qualifications and ability criteria, then, the College will conduct recruitment activity outside of the internal job postings procedure.

- ii) Auxiliary employee applicants with less than a minimum of 900 hours of seniority will be considered external applicants for job postings unless they have a minimum of 450 hours of seniority under the same department/campus, managerial position.
- iii) All auxiliary employees who are employed as of June 15, 2013 are deemed grandfathered and fall under the former language which reads: Auxiliary employee applicants with less than a minimum of 450 hours of seniority will be considered external applicants for job postings.

### 21.2

## Trial Period: Internal Job Postings

When a Regular, Term or Auxiliary employee has been offered a position as a result of the internal job posting process as per Article 21.1, they will be required to complete a **four (4)** month trial period in the position. However, the **Executive Director, Human Resources & Payroll, or designate**, shall have the option of further extending this trial period by an additional **two (2)** months.

For Regular employees

In the event that the successful applicant is determined to be unsatisfactory in the position, they shall be returned to their former Regular position at the former pay grade they were at, and without loss of benefits, benefits entitlements and seniority, and any other employees promoted or transferred because of the rearrangement of positions shall, if necessary, be returned to their former position(s).

For Term employees

In the event that the successful applicant is determined to be unsatisfactory in the position, they shall be returned to their former Term position at the former pay grade they were at, and without loss of seniority, and any other employee promoted or transferred because of the rearrangement of positions shall, if necessary, be returned to their former position(s). If the end of the employee's Term position has passed, they will have no position to which to return.

For Auxiliary employees

In the event that the successful applicant is determined to be unsatisfactory in the position, they shall be returned to Auxiliary status without loss of seniority.

### **21.3 Probationary Appointment - Evaluations**

During a probationary appointment, the College will undertake regular evaluations to assist the employee in improving their work performance and to determine their suitability for continued employment.

### **21.4 Selection & Seniority**

The College agrees that in making staff changes, transfers or promotions, appointment shall be made of the applicant having the required qualifications and ability to do the job and the greatest seniority. Where more than one (1) employee in the bargaining unit applies for the same position, the most senior applicant shall be awarded the position provided the employee possesses the ability and qualifications and skills to do the job. The College shall determine qualifications and ability in a fair and equitable manner.

#### **21.4.1 Placement on Scale: Promotion and Reclassification**

- a) Where an employee is promoted to another position which carries a higher pay level, their salary will be set at the pay step of the applicable 'new' pay level which pays the closest higher salary than their current salary.
- b) Where an employee's position has been reclassified to a higher level and they have been performing the additional duties and responsibilities that resulted in the reclassification for six (6) months or longer, they will retain their current step placement at the new level. Where they have been performing these duties for less than six (6) months, their salary will be set at the pay step of the applicable 'new' pay level which pays the closest higher salary than their current salary. The Joint Job Evaluation Committee will determine for how long additional duties resulting in reclassification have been assigned to an employee.



## **21.5 Temporary Appointment to a Position Outside the Bargaining Unit**

No employee shall be temporarily assigned to a position outside the scope of the Agreement without the employee's consent and without the Union's approval.

If a bargaining unit employee is temporarily appointed to a position outside the scope of this Agreement, they shall be paid the appropriate salary and benefits for the position. They shall not lose their seniority rights, and Union dues shall be deducted and remitted during the term of this assignment based on their previous Union wage rate.

Temporary assignment outside the bargaining unit shall not exceed six (6) calendar months. Time lines may be extended subject to mutual agreement between the College and the Union.

The College agrees to provide the Union with a list of temporary appointments outside the bargaining unit, including name, classification, and anticipated length of appointment. The Union acknowledges that this provision does not apply to those bargaining unit employees who might be otherwise engaged in College positions outside of normal work hours.

## **21.6 Internal Application to Term Positions**

Notwithstanding the provisions of 21.3 and 21.4, the College encourages the principle of opportunity and promotion for its Regular employees. Regular employees may apply to internal term job postings as per the following provisions:

1. The Regular employee(s) must possess the necessary qualifications, skills, and ability to do the job, and shall have completed a minimum of eighteen (18) months' service, and not have accepted appointment under this Article to a term position within the previous twenty four (24) months.
2. If successful, the Regular employee must complete the duration of the term position, which is subject to satisfactory job performance. If the term is extended, the Regular employee will continue in the term position.
3. If the term position becomes regular and the incumbent's job performance is satisfactory, then the employee will have the option to be confirmed in the position or immediately return to their former position. The College and the Union agree to waive the provision of 21.1 in this instance.

4. If the term position pays the same as the position that the Regular employee currently occupies, no salary adjustment shall occur. If the term position pays more than the position that the Regular employee currently occupies, a salary adjustment, as per article 21.4.1(a), shall occur.

If the term position pays less than the position the Regular employee currently occupies, the employee's salary will be adjusted to the step of the lower level position that is closest to their current salary but not outside the range for the position.

5. While filling a term position, regular employees will continue to be covered by all benefits outlined in the present Collective Agreement for regular employees.
6. During the length of the term, and as applicable, the normal progression of salary increments at the applicable pay grade of the term position will continue subject to satisfactory performance.
7. The position that is thus vacated by the Regular employee will be posted as per 21.1 and not through this process.
8. If the term position does not become regular upon conclusion of the term, the Regular employee shall return to their former position without loss of seniority or benefits.

## **21.7 Job Stability**

Regular employees shall not be eligible to apply for another regular posted position within their initial probation period, except by mutual agreement of the College and the Union.

## **ARTICLE 22 LAYOFFS & RECALLS**

**22.1** A layoff shall be defined as a reduction in the work force or a reduction in the normal hours of work for Regular Full-time employees, as defined in Article 8.1, or, a reduction below the minimum number of hours/week for Regular Part-time employees, as defined in Article 2.5., or, a reduction below the minimum number of months/year for a Regular Sessional employee, as defined in Article 2.5.

**22.2** The Parties recognize that employment security shall increase in relative proportion to the length of service. Therefore, in the event of a layoff in an area determined by the College, regular employees shall be laid off in the reverse order of their seniority. A regular employee shall have the right to utilize their seniority throughout the College.

However, in order for them to utilize their seniority rights, they must possess the present qualifications, abilities, and skills as determined by the College to perform the functions of the position in question.

However, a regular employee about to be laid off may bump any employee with less seniority provided they possess the present qualifications, abilities and skills (as determined by the College) to perform the work of the employee with less seniority. The right to bump shall include the right to bump up.

**22.3** The College shall notify a regular employee who is to be laid off at least thirty (30) working days prior to the effective date of the layoff. The College shall normally notify a Term employee who is to be laid off prior to the duration of their appointment at least ten (10) working days prior to the effective date of the layoff. An employee shall be paid for those days in lieu of notice.

**22.4** A regular employee shall be recalled for up to two (2) years following their layoff in the relative order of their seniority providing they possess the present qualifications, abilities, and skills as determined by the College to perform the functions of the vacant position. No new employee shall be hired, other than with respect to a new position, until those laid off have been provided an opportunity for recall.

**22.5 Severance Pay**

In the event of a layoff, a regular employee may elect severance pay at the time notice of layoff is received, or during the period of layoff, or, upon the expiration of their recall rights. Such severance payment is as follows:

- a) after six (6) consecutive months of employment: two (2) weeks' pay
- b) after three (3) consecutive years of employment: three (3) weeks' pay, plus an additional one (1) week's pay per each subsequent year of completed employment, up to a maximum of twelve (12) weeks' pay.

An employee, who elects severance pay, shall then lose all other rights under Article 22.

**22.6 Bumping**

**Bumping Eligibility**

To be eligible to bump, a laid off employee must

- a) be a regular employee
- b) be senior to the person in the position being bumped into
- c) possess the present qualifications, abilities and skills as determined by the College, to perform the functions of the position in question
- d) be within two pay levels of the classification of the position bumped into, with the exception that an employee may bump back into the

position they previously held, providing the responsibilities of the position have not changed substantially such that the position has been reclassified through the JE process

#### Definitions Applicable to Article 22.6

Campus - the location at which a regular employee works.

Pay Level - the current classification level assigned to a position

Seniority - the length of service with the College in a Regular Full-time, Regular Sessional, or Regular Part-time position and includes the length of service with the College in a Term position prior to November 21, 1994.

#### **Bumping Procedure**

##### Step 1

The laid off employee will have ten (10) working days from receipt of lay-off notice to indicate written intention to bump. The written intention, addressed to the **Executive** Director, Human Resources & **Payroll**, must state all the position(s) into which the employee feels they can bump and the Campus of the position(s). The employee will be required to outline the present qualifications, abilities and skills to perform the position(s) to be bumped.

##### Step 2

Within 5 working days of the bump request, the College will make a decision on which, if any, position the employee may bump. (This may include positions the employee has not identified in Step 1.) If an employee is eligible to bump into more than one position, the employer will approve the bump in the following order:  
Employee's Campus

- a) into the position that is occupied by the least senior person at a pay level equal to the employee's pay level
- b) into the position that is occupied by the least senior person at a pay level lesser than but closest to the employee's pay level
- c) into the position that is occupied by the least senior person at a pay level greater than but within two pay levels of the employee's pay level

Another Campus

- d) into the position that is occupied by the least senior person at a pay level equal to the employee's pay level

- e) into the position that is occupied by the least senior person at the pay level lesser than but closest to the employee's pay level
- f) into the position that is occupied by the least senior person at a pay level greater than but within two pay levels of the employee's pay level

This order is sequential. For example, a bump under b. will only be approved if there are no possible bumps under a.

### Step 3

If an employee is bumped because of step 2, they will have 10 working days from receipt of their lay-off notice to indicate written intention to bump. The written intention, addressed to the **Executive** Director, Human Resources & Payroll, must state the position(s) into which the employee feels they can bump and the Campus of the position(s). The employee will be required to outline the present qualifications, abilities and skills to perform the position(s) to be bumped.

### Step 4 - Same as Step 2

### Step 5 and 6 - Same as Steps 3 and 4, if required.

### **Evaluating Bumping Requests**

The College will evaluate bumping applications as follows:

- HRD and the Manager will evaluate the paper qualifications of the applicant.
- If the applicant appears qualified, HRD and the Manager will interview the applicant.
- If the applicant has a successful interview, HRD will conduct any necessary testing. This testing will be consistent with the position's Recruitment Specifications as outlined in the most recent job description for the position that has been reviewed by the Job Evaluation Committee. This testing will be conducted in a fair and equitable manner.
- If the applicant is successful in the interview and, if necessary, the testing, their bump will be approved.

Note that testing will not be considered necessary when:

- i. The person has credentials to verify they have the required current qualifications, skills and abilities.

- ii. The person has adequately demonstrated the skills and abilities in their employment at the College within the past 24 months.
- iii. The person bumps into a position with the same pay level and job title.

#### Familiarization Period

A one-month familiarization period will be afforded an employee who bumps into a position. This does not remove the requirement that the employee have the necessary qualifications, abilities and skills to do the job at the time of the bump.

#### Notes

1. When an employee bumps, their salary will be adjusted to the highest step in that pay level that is equal to or greater than their current salary. In no instance will an employee be paid beyond the top step for a pay level.
2. If an employee chooses not to inform the **Executive** Director, Human Resources & **Payroll** of their written intention to bump or if an employee is ineligible to bump, they will proceed to lay off as per the layoff notice.
3. The effective date of all bumping shall be the original date of layoff.
4. An employee who bumps to another campus will be responsible for their own moving expenses (if applicable).
5. Article 22.4 will be interpreted to mean that a Regular employee on layoff (for a 24-month period from the date of their layoff) will have status as an internal applicant for both vacant and new Regular positions in the bargaining unit.

### **ARTICLE 23 OCCUPATIONAL HEALTH & SAFETY**

The Union and the College agree that safety and health shall be in accordance with the Worker's Compensation Act and all its regulations.

There shall continue to be an Occupational Health & Safety Committee with member(s) from Management, two (2) members from CUPE Local 2773, with optional membership from the Faculty Association and from the Student Association.

The Committee shall hold monthly meetings for jointly considering, monitoring, inspecting, investigating, and reviewing health and safety conditions and practices, and to improve existing health and safety conditions and practices. Minutes shall be taken of all meetings and

copies shall be made available to the Employer, the Union, and the Workers' Compensation Board.

## **ARTICLE 24      WORKERS' COMPENSATION PROTECTION**

- 24.1**            All employees shall be covered by the Workers' Compensation Act. No employee shall have their employment terminated as a result of absence from work with a compensable accident. Pending settlement of the insurable claim, the employee shall continue to accrue seniority and shall continue to receive the full benefits of this Agreement.
- 24.2**            An employee prevented from performing their regular duties with the College on account of an occupational accident that is recognized by the Workers' Compensation Act, shall receive from the College the difference between the amount payable by the Workers' Compensation Board and their regular net salary. In order to continue receiving their salary, the employee shall assign their Workers' Compensation cheque to the College.
- 24.3**            The Workers' Compensation supplement shall immediately cease in instances when:
- a) Final determination is made under the Workers' Compensation Act provisions that the employee is able to return to work, OR
  - b) The Workers' Compensation Board grants the employee a permanent pension for either partial or total disability, and the employee becomes eligible for the amount of Long-Term Disability benefits provided by the Insurer, OR
  - c) The expiration of two (2) years from the date of injury.
- 24.4**            All accidents and injuries must be reported within twenty-four (24) hours or as practicable to the employee's immediate supervisor or the Human Resources Department.

## **ARTICLE 25      PRESENT CONDITIONS TO CONTINUE**

All rights, benefits, privileges, and working conditions which employees now enjoy, receive, or possess as employees of the College shall continue to be enjoyed and possessed insofar as they are consistent with this Agreement, but may be modified by mutual agreement between the College and the Union.

## **ARTICLE 26      ACQUIRED RIGHTS**

All provisions of this Agreement are subject to applicable laws now or hereafter in effect. If any law now existing or hereafter enacted, or proclamation, annexation, merger, or other structural change of the Board, the entire Agreement shall not be invalidated and the existing

rights, privileges, and obligations of the employees shall remain in existence and either party, upon notice to the other, may reopen this present Agreement for negotiation.

## **ARTICLE 27      EMPLOYMENT ADJUSTMENT PLANS AFFECTING REGULAR EMPLOYEES**

**27.1**                During the term of this Agreement, if the College introduces or intends to introduce a measure, policy, practice, or change that will affect the terms and conditions of employment, or the employment security of two (2) or more Regular employees, then, the College shall give notice to CUPE at least sixty (60) days before the date on which the measure, policy, practice, or change is to be effected.

### **27.2                Employer Commitments**

It 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 its employees and the union representing those employees 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 committee will canvas employees in a targeted area or other areas over a fourteen (14) day period, or such longer time as the committee agrees, to find volunteer solutions that provide as many viable options as possible and minimize potential layoffs.

### **27.3                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 at the appropriate time in the employee reduction process within this collective agreement:

- 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 Municipal 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.

#### **27.4 Layoffs May Occur**

Once strategies other than layoff have been explored, the College may proceed, if need be, to layoffs. For those affected by layoff, the provisions of Article 22 will apply and the system-wide Electronic Registry of Laid off Employees will be available.

#### **27.5 No Stacking of Entitlements**

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

### **ARTICLE 28 GRIEVANCES**

#### **28.1 Grievance Procedure**

- a) It is the intent and the purpose of this Article to provide the Parties with a procedure whereby grievances and/or disputes as to the interpretation, application, administration, or alleged violation of any of the articles in this Agreement will be resolved without work stoppage and in the following manner:

Step 1: Within twenty (20) working days of the incident, the employee shall meet with or without a shop steward, to discuss the matter with their immediate supervisor who is not within the scope of the bargaining unit. A written record of the grievance and the resolution shall be prepared and agreed upon by the immediate supervisor and the employee and/or shop steward. A copy of this record shall be forwarded to the Union and the Human Resources Department. A sincere effort shall be made to resolve the matter at this stage.

Step 2: Failing a satisfactory settlement at Step 1, the employee may, within ten (10) working days of the discussion, submit the grievance in writing to their immediate "excluded" supervisor.

The supervisor shall arrange and hold a meeting with the Parties concerned within five (5) working days of receipt of the written grievance, and shall provide the employee with a written response within a further ten (10) working days.

Note: If, and only if, the immediate "excluded" supervisor is a Vice-President or another person directly reporting to the President, Step 3 shall be omitted and the next step shall be Step 4.

Step 3: Failing a satisfactory settlement at Step 2, the employee may, within ten (10) working days of receipt of the written response, forward a copy of the written grievance along with any other relevant information to the appropriate person directly reporting to the President.

The person directly reporting to the President shall arrange and hold a meeting with the parties concerned within five (5) working days of receipt of the written grievance, and shall provide the employee with a written response within a further five (5) working days.

Step 4: Failing a satisfactory settlement at Step 3, the employee may, within ten (10) working days of receipt of the written response, forward a copy of the written grievance along with any other relevant information to the President or their delegate.

The President shall arrange and hold a meeting with the Parties concerned within ten (10) working days of receipt of the written grievance, and shall provide the employee with a written response within a further ten (10) working days.

Step 5: Failing a satisfactory settlement at Step 4, the employee may, within twenty-two (22) working days of receipt of the written response, advance the grievance to arbitration. Notice of Intent to advance to arbitration shall be in writing to the President or their delegate.

When the grievance is advanced to arbitration, the Parties shall select a mutually acceptable arbitrator.

In the event that mutual agreement cannot be reached, either Party may, upon five (5) working days' written notice to the other Party, request the Minister of Labour of the Province of British Columbia to appoint an arbitrator.

The arbitrator shall only have the authority to apply, or to determine compliance with, the provisions of this Agreement and shall not have the authority to in any way add to, detract

from, or alter the provisions of this Agreement. The decision of the arbitrator shall be final and binding on the Parties.

Each Party shall pay the expenses incurred in connection with the preparation and presentation of its own case to the arbitrator and shall equally share the expenses of the arbitrator.

- b) When an employee is suspended or discharged and such suspension or discharge is deemed by the Union to be unjust and is submitted to grievance, the grievance shall be commenced at Step 4. Such grievance must be initiated within twenty-two (22) working days of the written notification to the employee of their suspension or discharge.
- c) A dispute involving a question of general application or interpretation or where a group of employees or the Union has a grievance, it shall be defined as a policy grievance.
  - i. If the Union grieves, it shall submit the grievance directly to the **Executive** Director, Human Resources & Payroll or their designate.
  - ii. If the College grieves, it shall submit the grievance directly to the President of the Union.
  - iii. The time frames in Step 3 onwards shall apply.
- d) An employee shall have the right to have in attendance a Union officer and/or a CUPE representative at any step of the above procedure.
- e) The Union shall be notified in advance of any meeting related to the above procedure and shall receive a copy of any written response.
- f) A grievance shall be deemed abandoned and all rights to recourse shall cease when the aggrieved Party fails to advance the alleged grievance to the next step within the prescribed time limits as set forth in this Article.
- g) Time limits as set forth in this Article may be extended by mutual agreement, which shall not be unreasonably withheld.

## 28.2

### Union Stewards

- a) The College acknowledges the rights and duties of the Union Stewards. A Steward shall assist an employee whom they represent in preparing and presenting their grievance in order to

provide for an orderly and speedy procedure for the settlement of a grievance.

- b) The Union shall notify the College in writing of the names of the Stewards, the areas which they represent and the name of the Chief Steward before the College shall be required to recognize them.
- c) The College shall not in any way hinder, coerce, restrain, or interfere with a Steward in the performance of their duties while they are investigating a dispute and presenting an adjustment as provided in this Article.

The Union recognizes that a Steward is employed by the College and shall not leave their regular duties during working hours without first obtaining the permission of their supervisor, which shall not be unreasonably withheld or delayed.

- d) An employee shall have the right to have their Steward present at any discussion with supervisory personnel which is or may be the basis of disciplinary action.

## **28.3 Labour/Management Committee**

### **28.3.1 Labour/Management Committee**

A Labour/Management Committee shall be established and consist of not more than three (3) members representing the College, and not more than three (3) members representing the Union. The Parties will notify each other regarding their respective nominees. Once established, the Chair shall be rotated between the Union and the College. The College shall provide a recording Secretary to this Committee who shall not be in the bargaining unit.

### **28.3.2 Function**

All matters of mutual concern, which may include, but are not restricted to collective work issues, operational issues and efficiencies, hours of work, and other working conditions, may be referred to the Labour/Management Committee. However, the Labour/Management Committee shall not entertain discussion or process delegated to the internal Committee responsible for the job evaluation process.

The Committee shall not have the authority to alter, modify, or change the Collective Agreement.

### **28.3.3 Meeting of the Committee**

The Labour/Management Committee shall normally meet once per month, which shall be determined by mutual agreement between the

Union President and the **Executive** Director, Human Resources & Payroll.

**28.3.4 Time Off for Meeting**

Any representative of the Union on the Labour/Management Committee, who is in the employ of the College, shall have the privilege of attending Committee meetings without loss of remuneration.

**ARTICLE 29 GENERAL PROVISIONS**

**29.1 Term**

This Agreement shall be binding and remain in effect from **July 1, 2019 to June 30, 2022.**

**29.2 Re-negotiation Notice**

Either Party desiring to propose changes to this Agreement shall provide such notice in writing to the other Party within the period of thirty (30) and ninety (90) calendar days prior to the termination date of this Agreement.

**ARTICLE 30 SYSTEM-WIDE ELECTRONIC JOB REGISTRY**

The PSEA will establish and maintain a system-wide electronic registry of job postings and the necessary supporting database.

**30.1 Posting**

- a) Employers shall ensure that the internal selection procedure in the applicable local collective agreement has been concluded prior to job postings being listed on the system-wide registry.
- b) Institutions will post on the Registry all employment opportunities of half time or more and longer than three months in duration that are available to applicants beyond those employed by the institution.
- c) Postings will be removed from the registry one (1) week after the closing date.
- d) Employers may elect to include job postings from institutions not covered by this Agreement.
- e) Unions, employers and employees have the right to access the information on the system-wide registry. Computer terminal access will be provided and the location will be mutually agreed at

the local level. Where Internet access is not available, other arrangements will be made.

### **30.2 Electronic Registry of Eligible Employees (Registrants)**

- a) Employees covered by the Agreement are eligible for listing on the system-wide registry if they are regular employees who have received notice of layoff or who have been laid off.
- b) Laid-off employees will become ineligible in the following situations:
  - i. They are recalled or appointed to an equivalent position at the institution from which they were laid-off;
  - ii. They obtain an equivalent position as a result of being listed on the system-wide registry; or
  - iii. Upon the expiration of the employee's recall rights, or two (2) years from the date of registration, whichever is later.

### **30.3 Application Procedures**

- a) An employee applies for a listing on the system-wide registry through the employee's Human Resources Department by completing the form in Appendix B.
- b) The institution will immediately forward the completed form to the PSEA who will list eligible employees on the system-wide registry.
- c) A registrant is responsible to ensure the information is current and to immediately notify the Employer and the local Union if the registrant is no longer available for employment through the Registry.

### **30.4 Registrant Applying for Vacancies**

- a) It is the responsibility of registrants listed on the system-wide registry to inquire about and apply for the available positions.
- b) Registrants applying for a posted position in the manner prescribed by the posting institution must inform the institution at the time of application that they are a registrant on the system-wide registry and what their registry status is as per Appendix B.

### **30.5 Rights of Registrants**

- a) Entitlement for Interview

Registrants who apply for a job posting at an institution who meet the selection criteria as described in the job posting will be interviewed in person, by phone or video conference. In the event

that more than five (5) qualified registrants apply, the institution shall interview the five (5) most senior qualified registrants plus qualified external applicants. Registrants will be given preference over external applicants for registry job postings. Selection will be made on the basis of the selection language in the local collective agreements.

b) Entitlements for Successful Applicants

**Orientation/Training:** A registrant who accepts an offer of available work shall be entitled to a reasonable amount of orientation and training.

**Benefits:** Registrants who are eligible for health and welfare benefits at the hiring institution shall have the waiting period(s) waived subject to carrier provisions.

**Seniority:** All registrants who accept an offer of available work at the hiring institution shall have their seniority recognized for all purposes other than severance accrual for subsequent layoff. If necessary, the seniority will be recalculated in accordance with the collective agreement at the hiring institution.

**Relocation Costs for Registrants:** Relocation costs for successful applicants who change residence as a result of the hiring that are supported by proper proof of expenditures within ninety (90) days of commencing employment, will be paid by the hiring institution in accordance with its relocation policies and practices for the position for which the registrant was hired.

**Recall and Repayment:** An employee hired from the Registry who is recalled by an institution and returns to work at the institution will pay relocation costs from that institution that hired them in accordance with its relocation policies and practices for the position for which the registrant was hired.

**Reporting of Registry Activities:** The College shall report all registry activities to the local Labour/Management Committee, including names of those interviewed and those hired.

SIGNED BY BOTH PARTIES TO THIS AGREEMENT, in the City of Cranbrook, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

COLLEGE OF THE ROCKIES  
CUPE LOCAL 2773

COLLEGE OF THE ROCKIES

---

Kristy Brons, President  
CUPE Local 2773, Negotiating  
Committee

---

Micheal Marchbank, Board Chair  
Post-Secondary Employers'  
Assosication

---

Tiffany Gustafson  
Negotiating Committee

---

Thomas Teasdale, PSEA  
Negotiating Committee

---

Tracy Kiedyk  
Negotiating Committee

---

Laurie Calverley, Executive Director,  
Human Resources & Payroll,  
Negotiating Committee

---

Karen Langan  
Negotiating Committee

---

Leah Bradish, Director, Continuing  
Education, Contract Training &  
Regional Campus Operations  
Negotiating Committee

---

Keith Nielson  
National Representative

---

Marianne Kneller, HR Coordinator  
Negotiating Committee



## **SCHEDULE 'A'**

### **Re: Regular Sessional Employees**

1. A Regular Sessional employee shall not be required to re-apply for their subsequent period of employment each year.
2. Article 22 (Layoffs & Recalls) will not apply to a Regular Sessional Employee unless they are affected by a permanent layoff from the College.
3. A Regular Sessional employee will accrue vacation leave during their session at a rate consistent with their cumulative years of service at the College. Vacation will be scheduled, where possible, during the session. If this does not occur, the employee will be paid out for any earned but unused vacation at the end of their session.
4. A Regular Sessional employee will earn sick leave credits during their session and carry forward any accumulated credits to their next session.
5. The anniversary date of a Regular Sessional employee will be the date they have accumulated twelve complete months of service since their last anniversary date.

## SCHEDULE 'B'

### CUPE Salaries Effective July 1, 2019<sup>1</sup>

**2.00%**

STUDENT RATE		13.85 minimum wage Jun 1-2019			
Level	Step 1	Step 2	Step 3	Step 4	Step 5
1	36,937.24	38,664.96	40,392.66	42,120.36	43,848.09
Semi monthly	1,539.05	1,611.04	1,683.03	1,755.02	1,827.00
Hourly	20.30	21.24	22.19	23.14	24.09
2	37,771.31	39,499.02	41,226.74	42,954.45	44,682.15
Semi monthly	1,573.80	1,645.79	1,717.78	1,789.77	1,861.76
Hourly	20.75	21.70	22.65	23.60	24.55
3	38,486.23	40,452.25	42,418.26	44,384.25	46,350.29
Semi monthly	1,603.59	1,685.51	1,767.43	1,849.34	1,931.26
Hourly	21.15	22.23	23.31	24.39	25.47
4	39,201.15	41,196.94	43,192.74	45,188.55	47,190.32
Semi monthly	1,633.38	1,716.54	1,799.70	1,882.86	1,966.26
Hourly	21.54	22.64	23.73	24.83	25.93
5	42,299.09	44,354.49	46,409.85	48,465.24	50,550.41
Semi monthly	1,762.46	1,848.10	1,933.74	2,019.39	2,106.27
Hourly	23.24	24.37	25.50	26.63	27.77
6	43,014.02	45,099.18	47,184.34	49,269.51	51,354.67
Semi monthly	1,792.25	1,879.13	1,966.01	2,052.90	2,139.78
Hourly	23.63	24.78	25.93	27.07	28.22
7	46,707.75	48,941.84	51,175.96	53,410.07	55,644.17
Semi monthly	1,946.16	2,039.24	2,132.33	2,225.42	2,318.51
Hourly	25.66	26.89	28.12	29.35	30.57

<sup>1</sup> Effective the first day of the first full pay period after **July 01, 2019**, all wage scales **shall be increased by two percent (2%)\***. The new rates shall be rounded to the nearest whole cent or dollar as appropriate.

**CUPE Salaries**  
**Effective July 1, 2020<sup>1</sup>**

<b>STUDENT RATE</b>		<b>13.85 minimum wage Jun 1-2019</b>			<b>2.00%</b>	
		<b>14.60 minimum wage Jun 1-2020</b>				
Level	Step 1	Step 2	Step 3	Step 4	Step 5	
1	37,675.98	39,438.26	41,200.51	42,962.77	44,725.05	
Semi monthly	1,569.83	1,643.26	1,716.69	1,790.12	1,863.54	
Hourly	20.70	21.67	22.64	23.61	24.57	
2	38,526.74	40,289.00	42,051.27	43,813.54	45,575.79	
Semi monthly	1,605.28	1,678.71	1,752.14	1,825.56	1,898.99	
Hourly	21.17	22.14	23.11	24.07	25.04	
3	39,255.95	41,261.30	43,266.63	45,271.94	47,277.30	
Semi monthly	1,635.66	1,719.22	1,802.78	1,886.33	1,969.89	
Hourly	21.57	22.67	23.77	24.87	25.98	
4	39,985.17	42,020.88	44,056.59	46,092.32	48,134.13	
Semi monthly	1,666.05	1,750.87	1,835.69	1,920.51	2,005.59	
Hourly	21.97	23.09	24.21	25.33	26.45	
5	43,145.07	45,241.58	47,338.05	49,434.54	51,561.42	
Semi monthly	1,797.71	1,885.07	1,972.42	2,059.77	2,148.39	
Hourly	23.71	24.86	26.01	27.16	28.33	
6	43,874.30	46,001.16	48,128.03	50,254.90	52,381.76	
Semi monthly	1,828.10	1,916.72	2,005.33	2,093.95	2,182.57	
Hourly	24.11	25.28	26.44	27.61	28.78	
7	47,641.91	49,920.68	52,199.48	54,478.27	56,757.05	
Semi monthly	1,985.08	2,080.03	2,174.98	2,269.93	2,364.88	
Hourly	26.18	27.43	28.68	29.93	31.19	

<sup>1</sup> Effective the first day of the first full pay period after July 01, **2020**, all wage scales shall be increased by **two percent (2%)\***. The new rates shall be rounded to the nearest whole cent or dollar as appropriate.

**CUPE Salaries**  
**Effective July 1, 2021<sup>1</sup>**

<b>STUDENT RATE</b>		<b>14.60 minimum wage Jun 1-2020</b>				<b>2.00%</b>
		<b>15.60 minimum wage June 1-2021</b>				
Level	Step 1	Step 2	Step 3	Step 4	Step 5	
1	38,429.50	40,227.03	42,024.52	43,822.03	45,619.55	
Semi monthly	1,601.23	1,676.13	1,751.02	1,825.92	1,900.81	
Hourly	21.12	22.10	23.09	24.08	25.07	
2	39,297.27	41,094.78	42,892.30	44,689.81	46,487.31	
Semi monthly	1,637.39	1,712.28	1,787.18	1,862.08	1,936.97	
Hourly	21.59	22.58	23.57	24.55	25.54	
3	40,041.07	42,086.53	44,131.96	46,177.38	48,222.85	
Semi monthly	1,668.38	1,753.61	1,838.83	1,924.06	2,009.29	
Hourly	22.00	23.12	24.25	25.37	26.50	
4	40,784.87	42,861.30	44,937.72	47,014.17	49,096.81	
Semi monthly	1,699.37	1,785.89	1,872.41	1,958.92	2,045.70	
Hourly	22.41	23.55	24.69	25.83	26.98	
5	44,007.97	46,146.41	48,284.81	50,423.23	52,592.65	
Semi monthly	1,833.67	1,922.77	2,011.87	2,100.97	2,191.36	
Hourly	24.18	25.36	26.53	27.71	28.90	
6	44,751.79	46,921.18	49,090.59	51,260.00	53,429.40	
Semi monthly	1,864.66	1,955.05	2,045.44	2,135.83	2,226.23	
Hourly	24.59	25.78	26.97	28.16	29.36	
7	48,594.75	50,919.09	53,243.47	55,567.84	57,892.19	
Semi monthly	2,024.78	2,121.63	2,218.48	2,315.33	2,412.17	
Hourly	26.70	27.98	29.25	30.53	31.81	

<sup>1</sup> Effective the first day of the first full pay period after **July 01, 2021**, all wage scales shall be increased by **two percent (2%)**. The new rates shall be rounded to the nearest whole cent or dollar as appropriate.

## **APPENDIX 'A'**

**COLLEGE OF THE ROCKIES**  
Group Policy Number G0039955  
Dental Plan Number G0083716

### **CUPE**

***Effective June 1, 1997***

Life Insurance, Long Term Disability  
& Accidental Death & Dismemberment

***Effective December 1, 1997***

Extended Health Care and Dental Benefit

***For claims inquiries, contact Manulife Financial  
at 1-800-575-2200***

### **MANULIFE FINANCIAL**

#### **Important Note**

*This summary is not a complete booklet and has been prepared to give you  
an informal outline of the main features of your group insurance plan.*

*Please contact your Human Resources Department for further details.*

## SUMMARY OF BENEFITS

**Eligibility** A regular, full-time or part-time employee working at least 17.5 hours per week (at least 21 hours per week with respect to Long Term Disability benefits).

**Waiting Period** First day of the month coincident with or next following one month of continuous service.

---

**EMPLOYEE LIFE INSURANCE** 3 X your annual earnings, rounded to the next higher \$1,000 if not already a multiple thereof, subject to a maximum of \$700,000.

**Reduction** Your benefit amount reduces by 50% at age 70.

**Termination** Coverage terminates at the end of the month following your 75th birthday, or earlier retirement.

### **ACCIDENTAL DEATH AND DISMEMBERMENT**

Coverage duplicates Life Insurance.

**LONG TERM DISABILITY** 66.67% of your monthly earnings, rounded to the next higher \$1 if not already a multiple thereof, subject to a maximum of \$3,500 per month.

Benefits begin after 90 days of continuous disability. The maximum benefit period is to age 65, or earlier recovery.

### **PRESCRIPTION DRUGS** *(part of Extended Health Care)*

Deductible \$50 Single per calendar year; or  
\$50 Family per calendar year

Coinsurance 100% of eligible expenses

Maximum \$15,000 per person per calendar year

**Eligible Expenses:**

Reasonable and customary charges for medically necessary drugs and medicines (excluding Viagra), which by law, require a physician's prescription for purchase. They include oral contraceptives, injectable preparations, insulin and other diabetic supplies and allergy serums.

**Note:** Smoking cessation aids have a lifetime maximum of \$500 per individual. Fertility drugs and treatment are limited to a lifetime maximum of \$2,500 per individual.

**Supply Limits**

Maintenance drugs are limited to a supply which is reasonably used within 90 days. Other drugs are limited to a 34-day supply.

**Purchase Options**

Each time you have a drug claim, you have the option to:

- (A) Purchase your drugs and submit your receipts as a paper claim for reimbursement,
- OR
- (B) Present your drug card to the pharmacist for point of sale assessment and no requirement to submit receipts to the Insurer. If a Brand Name drug is purchased with the card and there is a Generic substitute available, reimbursement will be based on the lowest cost Generic drug.

**EXTENDED HEALTH CARE**

Deductible	\$50 Single per calendar year \$50 Family per calendar year
Coinsurance	100% of all eligible expenses
Lifetime Maximum	Unlimited
Termination	Age 75 or earlier retirement

**Hospitalization:** Semi-private accommodation.

**Convalescent Care Facility:** Semi-private accommodation, following 3 days of hospital confinement.

**Vision Care:** Frames and lenses or contact lenses to a maximum of **\$500** during any 24 consecutive months and \$100 every two years for vision exams.

**Ambulance:** Licensed ambulance service, including air ambulance, to and from the nearest hospital where adequate treatment is available.

**Paramedical Services:** Treatment up to a maximum of \$500 per specialty per calendar year for the services of a certified, registered or licensed:

- Chiropractor
- Osteopath
- Psychologist
- Physiotherapist
- Acupuncturist
- **Social Worker**
- Naturopath
- Speech Therapist
- **Massage Therapist**
- Podiatrist or Chiropodist\*
- **Clinical Counselor**

**X-rays:** \$60 per specialty per calendar year for a Chiropractor, Naturopath, Osteopath or Podiatrist/Chiropodist\*.

\* Maximum for treatment and x-rays is combined.

**Private Duty Nursing:** Services provided in your home (other than custodial care, homemaking services and supervision) by a Registered Nurse, a Registered Nursing Assistant, a Certified Nursing Assistant, or a Licensed Practical Nurse, to a maximum of \$10,000 per calendar year.

**Accidental Dental:** Charges for the treatment of accidental injuries to natural teeth or jaw, provided the treatment is rendered within 6 months of the accident, excluding injuries due to biting or chewing.

**Medical Equipment and Supplies:** Rental or, where deemed necessary, purchase of a hospital bed, wheelchair, respiratory equipment, oxygen and oxygen equipment, and purchase of braces, crutches other durable medical equipment and supplies including:

- Diabetic equipment: \$500 every 60 consecutive months.
- External breast prosthesis: one per 12-month period.
- Surgical brassiere: two per 12-month period.
- Transcutaneous nerve stimulator: rental for up to 6 months.

**Orthopedic Shoes/Orthotics** which have been specifically designed and constructed, subject to a maximum of \$150 per calendar year for orthopedic shoes.

**Laboratory Tests and X-rays,** when not covered under the provincial government plan.

**Hearing Aids,** excluding batteries and repairs, subject to a maximum of **\$1000** in any period of 60 consecutive months.

**Out-of-Province/Out-of-Canada Expenses:**

If, while travelling outside your province of residence or Canada, hospitalization or medical treatment is required due to emergency and nonelective reasons, the following expenses in excess of any provincial government plan allowance are covered, provided they are eligible for reimbursement in whole or in part by any provincial government plan:

- reasonable and customary charges for semi-private accommodation
- reasonable and customary charges for the services of a physician
- reasonable and customary charges for hospital services and supplies



The charges listed above are covered when referred by a physician for non-emergency treatment outside Canada, when treatment is unavailable in Canada and for which there is no medically sufficient alternate treatment available in Canada.

## **DENTAL EXPENSE BENEFIT**

Deductible	Nil
Coinsurance	100% for Basic Services 80% for Major Restorative Services 80% for Orthodontics
Maximums	Basic - Unlimited Major - \$1,500 per calendar year Ortho - \$3,000 per lifetime
Termination	Age 75 or earlier retirement

**Fee Guide:** The British Columbia fee guide for General Practitioners' or Specialists' in effect on the date the charge is incurred.

### **Basic Services**

Each of the following services is limited to once every nine months except dependant children (up to age 19) and those with dental problems approved by the plan: oral examinations, bitewing x-rays, fluoride, 1 unit of polishing and oral hygiene instruction; provided that, for each of the above services, a period of at least 5 consecutive months has elapsed since the last service was rendered.

- Scaling: 8 units in any calendar year.
- Full mouth series of x-rays: once every 24 consecutive months.
- Passive space maintainers for dependent children.
- Fillings (amalgam, silicate, acrylic and composite), stainless steel crowns, pit and fissure sealants.
- Extractions, oral surgery, endodontic treatment (root canal therapy) and periodontal services (root planing: 6 units per calendar year).
- Relines and rebases to existing dentures.

### **Major Services** (*unit of time = 15 minutes*)

- Crowns, gold inlays and onlays where alternate course of treatment could not be used satisfactorily.
- Repairs to existing dentures and bridgework.
- Initial provision of full or partial removable dentures and fixed bridgework, provided at least one natural tooth has been extracted after you become insured for this benefit.
- Replacement of existing dentures and bridgework, provided the existing appliance is at least 5 years old and no longer serviceable.

***Orthodontics***

- Coverage for dependent children only from age 6 up to age 18.

The diagnosis or correction of teeth irregularities and malocclusion of jaws, by wire appliances, braces or other mechanical aids, commonly known as “straightening of the teeth”. These include active space retainers, or orthodontic appliances, for the purpose of repositioning or moving of the teeth.

**APPENDIX 'B'**

**POST SECONDARY EMPLOYERS' ASSOCIATION**

**REGISTRY**

**FORM 001**

**0. (For PSEA use only:)**

- 1. College/Institute/Agency of Origin**
- 2. Registrant:**
- 3. Start Date:**
- 4. Previous Position Held:**
- 5. Current Position Held:**
- 6. Date of Layoff Notice:**
- 7. Date of Availability:**
- 8. Registrant Electronic Résumé available at:**

**College/Institute/Agency Personnel Contact Person**

**College Personnel Contact Phone Number**

**Bargaining Unit Chairperson/Local President**

**Bargaining Unit Chairperson/Local President Phone Number**

**Information Release Waiver for the purposes of the "*Freedom of Information and Protection of Privacy Act*".**

**I agree that the above personal information, my current resumé, and the positions I was interviewed for can be made available to prospective Employers and Union via the internet or other means.**

\_\_\_\_\_  
**Signature of Registrant**

\_\_\_\_\_  
**Date**

## **Letter of Understanding #1**

Between  
College of the Rockies  
and  
CUPE Local 2773

### **RE: Voluntary Workload Reduction**

The College agrees to provide a voluntary workload reduction program during the life of this agreement. The purpose of the workload reduction program is to allow eligible Regular Full-time employees the opportunity to take a 'partial paid leave' or a 'temporary workload reduction' from their regular hours of work.

### **GENERAL PROVISIONS**

1. Only incumbents who have successfully completed College probationary requirements and are employed in Regular Full-time positions will be eligible for consideration. Requests will be assessed on an individual basis and shall consider such things as the nature of the job duties; operational requirements; and impact on services to the College staff, students, and the general public.
2. The Regular Full-time position shall be continued as a Regular Full-time position for purposes of College and Union "position inventory". The intent being that the Parties will continue to recognize the position as "normally" Regular Full-time. The voluntary workload reduction program is not intended to result in the reduction of the number of Regular Full-time positions in the bargaining unit, nor intended to reduce/alter the normal hours of work for the Regular Full-time position (i.e. seven [7] hours per day, thirty-five [35] hours/week, five [5] consecutive days/week).
3. There shall not be any additional salary and/or benefits costs to the College, nor any reduction in the 'pre-voluntary workload reduction' salary and/or benefits to the Regular Full-time employee.

### **APPLICATION PROCEDURE AND PROCESS**

1. The Regular Full-time employee must first submit their written request to their immediate Supervisor. The written proposal must provide that the Regular Full-time employee wishes to apply for a voluntary workload reduction for a minimum of three (3) months and for a minimum of twenty-one (21) hours per week. The proposal shall not carry beyond the life of this agreement. The Supervisor, after discussion with the employee, shall then forward the application to the College President for final approval.

2. The College President or their designate shall normally approve the application provided that the employee(s) making the application, and the designated Supervisor agree that an accommodation may occur. Within ten (10) working days of the written submission, the College President or their designate shall inform the employee(s) in writing of their decision, and if the request is not approved, the reasons for non-approval will be in writing. The decision to deny a request shall not be grievable by the employee and/or by the Union.
3. If either the employee and the Union, or the College wants to terminate the approved arrangement, it shall become terminated upon two (2) weeks' written notice by either Party and shall not be grievable.
4. The selection process to fill the balance of the vacated Regular position's workload and/or portion of the job duties resulting from an approved job share arrangement shall be in accordance with the Collective Agreement, subject to the "vacated" portion of the Regular Full-time position's duties not being substantially different than the overall intent or "whole" job consideration. If the portion of the job duties "vacated" is substantially different to warrant a review, the review shall be consistent with the procedures established by the Classification Committee on job evaluation prior to selection procedures.

#### **REGULAR FULL-TIME EMPLOYEE: PROVISIONS WHILE ON VOLUNTARY WORKLOAD REDUCTION**

1. The Regular employee who is on an approved job share arrangement shall continue to accumulate seniority as per the provisions of Article 20.
2. The Regular employee's salary shall be pro-rated at the appropriate percentage of the full-time equivalency, based on the number of voluntary reduced weekly hours of work for the effective duration of the approved job share program, and consistent with this Letter of Understanding.
3. The Regular employee's group benefits coverages as per Article 17.2 (Health Care Benefits); Article 17.3 (Long Term Disability) and Article 17.4 (Pension Plan) shall continue during the job share arrangement, except that the College shall contribute benefits premiums to the appropriate percentage of the full-time equivalency, and, the employee shall then be required to contribute to the balance of the applicable benefit(s) premium(s).
4. The Regular employee shall continue to be entitled to all other benefits (e.g. vacation entitlement, sick leave entitlement, etc.) as per the provisions of the Collective Agreement during the period of the workload reduction program.
5. If the Regular employee is required to work sporadic overtime while they are on the voluntary workload reduction program, overtime rates as per Article 10.3 apply after the full hours of work (daily or weekly) have been completed.

6. In the event that the Regular employee wishes to terminate the voluntary workload reduction arrangement as per this Letter of Understanding, then, they shall be returned to their full-time status. Any other employee hired to temporarily fulfill the “balance” of the job duties and/or workload commitments shall then be notified that their employment duration is therefore deemed to be “completed”. In no case shall the College be required to provide any layoff notice or pay in lieu of notice or any other extra compensation to the other employee because the Regular incumbent wishes to resume full time responsibilities. Likewise, in the event that a Regular employee resigns from employment during the period of the voluntary workload reduction arrangement, then, the other employee hired to temporarily fill the “balance” of the job duties and/or workload commitments shall be notified that their employment duration is completed, and the position vacancy will revert back to Regular Full-time status.

**SIGNED BY BOTH PARTIES TO THIS AGREEMENT**, in the City of Cranbrook, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2021

**CANADIAN UNION OF PUBLIC  
EMPLOYEES LOCAL 2773**

**COLLEGE OF THE ROCKIES**

\_\_\_\_\_  
Kristy Brons, President

\_\_\_\_\_  
Laurie Calverley, Executive Director,  
Human Resources & Payroll

## **Letter of Understanding #2**

Between  
College of the Rockies and  
CUPE Local 2773

### **RE: Lab Assistants**

The parties recognize that the following Lab Assistants are in the bargaining unit:

Ryan Gardener  
Richard Nowell  
Neil Ross-Ross

These individuals, and their Auxiliary, Term or Regular Sessional replacements, are included within the scope of the bargaining unit subject to the agreement by the Union of restricted application to provisions in the current and future collective agreements between the parties.

Notwithstanding the above, the provisions of the collective agreement between the parties that shall not apply to these individuals as Lab Assistants include Article 8 (Hours of Work), Article 9 (Shift Differential), Article 10 (Overtime); and shall be varied/replaced as follows:

#### **Article 8               Hours of Work**

**8.1**                   The normal work week will be assigned by the supervisor. It will average at least twenty-one (21) hours per week but not greater than thirty-five (35) hours per week and will normally be scheduled five (5) consecutive days per week. Through discussion with and as approved by the immediate supervisor, an employee may be scheduled to work in excess of the normal work week of thirty-five (35) hours as long as the total hours worked during an eight-week period does not exceed a total of two hundred and eighty (280) hours.

#### **Article 9               Shift Differential**

Shift differential shall not apply to these positions.

#### **Article 10            Overtime**

**10.1**               Overtime shall apply to hours worked in excess of two hundred and eighty (280) in an eight-week period and shall be compensated at one and one-half (1-1/2) times an employee's regular rate of pay.

- 10.2** An employee shall have the option of taking time off in lieu of overtime at the applicable overtime rate of one and one-half (1-1/2) times. Compensating time off with pay in lieu of overtime pay is to be taken within the employee's session. Accumulated time off in lieu of overtime may be taken at a mutually agreeable time between the employee and their supervisor. In the event that the accumulated overtime cannot be taken in time off in lieu, it shall be paid out at the end of the employee's session.

**SIGNED BY BOTH PARTIES TO THIS AGREEMENT**, in the City of Cranbrook, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2021

**CANADIAN UNION OF PUBLIC  
EMPLOYEES LOCAL 2773**

**COLLEGE OF THE ROCKIES**

\_\_\_\_\_  
Kristy Brons, President

\_\_\_\_\_  
Laurie Calverley, Executive Director,  
Human Resources & Payroll



## Letter of Understanding #3

Between  
College of the Rockies and  
CUPE Local 2773

### RE: Student Employment

The Parties hereto recognize the value in assisting students in obtaining practical work experience as part of the educational process. The Parties therefore agree that students can only be employed to supplement and complement the services provided by support staff employees and not for the purposes of eroding the scope of the bargaining unit by displacing or replacing Regular and Term support staff employees.

1. The employer agrees that student employment will be utilized only to accomplish specified work requirements of a limited duration. Therefore, the Parties agree that the total number of students employed during any one calendar year shall not exceed **six (6)** full-time equivalents (students employed by the College per year) with the maximum duration of any one Auxiliary placement not to exceed two hundred and eighty (280) work hours in a calendar year. The Union will be advised of all student employees, their duties and responsibilities, their duration and location of employment **at the beginning of each semester**. This may be varied subject to agreement in writing between the Parties.

This Letter of Understanding does not prevent the Parties, by mutual written agreement, from participating in Federal or Provincial initiatives for student employment over and above the **six (6) FTE's** mentioned above.

2. Students may be hired within one of the following categories:  
  
Student Opportunities Fund Students  
Auxiliary Students
3. If the student is hired for a period of three (3) months or longer at greater than 14 hours per week, the student will be a Term employee. Otherwise, they will be an Auxiliary employee.
4. The hiring of students will not result in the layoff of bargaining unit employees nor will it affect the recall opportunities of bargaining unit employees. The employment of students shall not reduce the normal use of Auxiliaries.
5. The College agrees to provide adequate supervision of student employees in the performance of their assigned duties.

6. Auxiliary students will be paid **the British Columbia Provincial minimum wage plus 8% in lieu of benefits.**
7. The Parties agree to review, at the request of either party, the implications of this Letter of Understanding through the Labour/Management Committee.
8. Student Opportunities Fund students will be those hired through the Student Opportunities Fund and will not be in the bargaining unit.
9. Auxiliary students will be students hired to perform specified work experience related to their education. These students will be Auxiliary employees and will be paid as per the rate in #6 above.
10. All disputes regarding the use of student employees shall be subject to the grievance procedure starting at Step 3.

**SIGNED BY BOTH PARTIES TO THIS AGREEMENT**, in the City of Cranbrook, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2021

**CANADIAN UNION OF PUBLIC  
EMPLOYEES LOCAL 2773**

**COLLEGE OF THE ROCKIES**

---

Kristy Brons, President

---

Laurie Calverley, Executive Director,  
Human Resources & Payroll

## **Letter of Understanding #4**

Between  
College of the Rockies and  
CUPE Local 2773

### **Re: Restricted Application of Collective Agreement – International Education Assistant**

The College agrees to include the position of Assistant in the International Education department within the scope of the bargaining unit.

The Union agrees to the restricted application of certain provisions of the Collective Agreement between the parties in the collective agreement. The provisions of the Collective Agreement that shall not apply to the Assistant position include Article 2.5 (e) (Part-time Employees), Article 8 (Hours of Work), Article 9 (Shift Differential), Article 10 (Overtime), and Article 8.5 (Workplace Flexibility). Those Articles shall be varied/replaced as follows:

#### **Article 2.5 (e) Part-time Employees**

The 4-hour shift minimum shall not apply to the Assistant position.

#### **Article 8 Hours of Work**

**8.1** The workweek is an average of up to thirty-five (35) hours per week, which shall normally be scheduled up to five (5) consecutive days per week. However, through discussion with and as approved by the immediate supervisor, an employee may be scheduled to work in excess of the normal work week as long as the total hours worked during a four-week period do not exceed a total of one hundred and forty (140) hours. Should the position participate in overseas travel, the averaging period will be increased to eight weeks, and the employee's scheduled hours will not exceed two hundred and eighty (280) hours over that period.

#### **Article 8.5 Workplace Flexibility**

This article shall not apply to the Assistant position.

#### **Article 9 Shift Differential**

Shift differential shall not apply to the Assistant position.

#### **Article 10 Overtime**

**10.1** Overtime shall apply to hours worked in excess of one hundred and forty (140) hours in a four-week period, or two hundred and eighty (280) hours in an eight-week period when overseas travel is involved,

and shall be compensated at one and one-half times an employee's regular rate of pay.

**SIGNED BY BOTH PARTIES TO THIS AGREEMENT**, in the City of Cranbrook, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2021

**CANADIAN UNION OF PUBLIC  
EMPLOYEES LOCAL 2773**

**COLLEGE OF THE ROCKIES**

\_\_\_\_\_  
Kristy Brons, President

\_\_\_\_\_  
Laurie Calverley, Executive Director,  
Human Resources & Payroll

## **Letter of Understanding #5**

Between  
College of the Rockies and  
CUPE Local 2773

### **Re: Work Place Practicums**

The Parties hereto recognize the value in assisting students in obtaining practical work experience as part of the educational process. The parties therefore agree that work placement opportunities will be provided to students under the following terms and conditions:

1. Practicum and work placement assignments will be used to engage the student in working alongside, observing and assisting existing support staff positions to involve them with experiences that will add to their educational program path. Those placements will occur over a specified time period and will in no way erode the scope of the bargaining unit.
2. All forms of work placement will be recognized and reported on including but not limited to CAPP, Job Shadow as well as internal and external practicums regardless of teaching institution.
3. Practicum and work placement students will generally be utilized for periods of no more than eight consecutive weeks. Practicum placements of less than 35 hours will not be added to the FTE count however they will still be reported per area and per position to help manage workload on support staff. All practicum and work placement students exceeding 35 hours will contribute to the FTE total.
4. The total of all practicum and work placements retained in a calendar year will equal the maximum of one full-time equivalent (FTE).
5. Detailed reporting will be made available to the Union executive on a quarterly basis to help manage the FTE consumption and support staff workload
6. Practicum and work placement students will not be paid.
7. The College recognizes the additional workload this may add to support positions and agrees to provide adequate supervision of practicum and work placement students.
8. All disputes regarding the use of Student Practicums shall be subject to the grievance procedure starting at Step 3.

**SIGNED BY BOTH PARTIES TO THIS AGREEMENT**, in the City of Cranbrook, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2021

**CANADIAN UNION OF PUBLIC  
EMPLOYEES LOCAL 2773**

**COLLEGE OF THE ROCKIES**

\_\_\_\_\_  
Kristy Brons, President

\_\_\_\_\_  
Laurie Calverley, Executive Director,  
Human Resources & Payroll

## **Letter of Understanding #6**

Between  
College of the Rockies and  
CUPE Local 2773

### **Re: International Projects and Marketing Specialist Coordinator**

The parties agree to the restricted application of certain provisions of the Collective Agreement with respect to the positions(s) of International Projects and Marketing Specialist Coordinator.

The provisions of the Collective Agreement that shall not apply as written in the collective agreement to this position include Article 2.5 (e) (Part-time Employees), Article 7.9 (Working at Home), Article 8 (Hours of Work), Article 8.5 (Workplace Flexibility), Article 9 (Shift Differential), Article 10 (Overtime), and Articles 21.1.1 (Internal Screening Process).

Those Articles shall be varied/replaced as follows:

#### **Article 2.5 (e)     Part-time Employees**

The 4-hour shift minimum shall not apply to this position.

#### **Article 7.9        Working at Home**

This article shall not apply to this position.

#### **Article 8          Hours of Work**

**8.1**                The work week is an average of up to thirty-five (35) hours per week, which shall normally be scheduled up to five (5) consecutive days per week. However, through discussion with, and as approved by the immediate supervisor, an employee may be scheduled to work in excess of the normal work week as long as the total hours worked during a six month period do not exceed a total of nine hundred and ten (910) hours.

#### **Article 8.5        Workplace Flexibility**

Workplace flexibility shall not apply to this position.

#### **Article 9          Shift Differential**

Shift differential shall not apply to this position.

**Article 10        Overtime**

**10.1**                Overtime shall apply to hours worked in excess of nine hundred and ten (910) in a six-month period and shall be compensated at one and one-half times an employee's regular rate of pay.

**SIGNED BY BOTH PARTIES TO THIS AGREEMENT**, in the City of Cranbrook, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2021

**CANADIAN UNION OF PUBLIC  
EMPLOYEES LOCAL 2773**

**COLLEGE OF THE ROCKIES**

\_\_\_\_\_  
Kristy Brons, President

\_\_\_\_\_  
Laurie Calverley, Executive Director,  
Human Resources & Payroll



## **Letter of Understanding #7**

Between  
College of the Rockies and  
CUPE Local 2773

### **Re: Information Officer/Recruitment**

The College agrees that the position of Information Officer/Recruitment be included within the scope of the CUPE bargaining unit subject to the Agreement by the Union of restricted application to provisions in the current and future collective agreements between the Parties.

Notwithstanding the above, the provisions of the Collective Agreement between the Parties that shall not apply to the Information Officer/Recruitment include Article 8 (Hours of Work), Article 9 (Shift Differential), Article 10 (Overtime); and shall be varied/replaced as follows:

#### **Article 8: Hours of Work**

- 8.1** The normal work week is an average thirty-five (35) hours per week, which shall normally be scheduled five (5) consecutive days per week. However, through discussion with and as approved by the immediate supervisor, an employee may be scheduled to work in excess of the normal work week of thirty-five (35) hours as long as the total hours worked during a four-week period do not exceed a total of one hundred and forty (140) hours.
- 8.2** A full time employee shall receive two (2) fifteen-minute paid rest breaks; one to occur in the first half of the shift and one to the second half of the shift.

#### **Article 9: Shift Differential**

- 9.1** Shift differential shall not apply to the Information Officer/Recruitment position.

#### **Article 10: Overtime**

- 10.1** Overtime shall apply to hours worked in excess of one hundred and forty (140) hours in a four-week period (average 35 hours per week), and shall be compensated at one and one-half (1-1/2) times an employee's regular rate of pay.

- 10.2** An employee shall have the option of taking time in lieu of overtime at the applicable overtime rate of one and one-half (1-1/2) times. Compensating time off with pay in lieu of overtime pay is to be taken within six (6) months from the time the overtime was incurred. Accumulated time off in lieu of overtime may be taken in full days or one-half days at a mutually agreeable time between the employee and their supervisor. In the event that the accumulated overtime cannot be taken in time off in lieu, it shall be paid out at the concluding calendar year end, or, depending upon the circumstance presented, overtime may be carried forward as mutually agreed to, in advance, by the College and the employee.

**SIGNED BY BOTH PARTIES TO THIS AGREEMENT**, in the City of Cranbrook, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2021

**CANADIAN UNION OF PUBLIC  
EMPLOYEES LOCAL 2773**

**COLLEGE OF THE ROCKIES**

\_\_\_\_\_  
Kristy Brons, President

\_\_\_\_\_  
Laurie Calverley, Executive Director,  
Human Resources & Payroll

## **Letter of Understanding #8**

Between  
College of the Rockies and  
CUPE Local 2773

### **Re: Residence Supervisor**

The Parties recognized that the on-going operational requirements of the Student Residence facility are unique to meet the needs of the students of College of the Rockies.

The College agrees that the position of Residence Supervisor be included within the scope of the CUPE bargaining unit, subject to the Agreement by the Union of restricted application to provisions in the current and future collective agreements between the Parties.

Notwithstanding the above, the provisions of the Collective Agreement between the Parties that shall not apply to the Residence Supervisor include Article 8 (Hours of Work), Article 9 (Shift Differential), Article 10 (Overtime), Article 20.2 (Probationary Employees); and shall be varied/replaced as follows:

#### **Article 8: Work Hours**

- 8.1** The normal work week is an average thirty-five (35) hours per week, which shall normally be scheduled five (5) consecutive days per week.
- 8.2** A full-time employee shall receive two (2) fifteen – minute paid rest breaks; one to occur in the first half of the shift and one in the second half of the shift.

#### **Article 9: Shift Differential**

- 9.1** An employee whose scheduled work shift commences prior to 07:00 hours or terminates after 18:00 hours shall be paid a shift differential of one dollar (\$1.00) per hour for those specific shift hours worked. Shift Differential shall apply to all hours worked on a Saturday(s) or Sunday(s).
- 9.2** Shift differential and overtime shall not apply at the same time for the same work shift.

#### **Article 10: Overtime**

- 10.1** Overtime shall only apply to those assigned hours worked in excess of one hundred and forty (140) hours in a four-week period (average of 35 hours per week), and shall be compensated at one and one-half (1½) times the employee's regular rate of pay.

- 10.2** An employee shall have the option of taking time off in lieu of overtime at the applicable overtime rate. Accumulated time off in lieu of overtime may be taken in full day(s) or one-half day(s) at a mutually agreeable time between the employee and the employee's supervisor. Accumulated overtime earned not taken shall not normally be carried forward in excess of twelve (12) months.

**Article 20.2: Probationary Period**

The term of probation of the Residence Supervisor shall be twelve (12) consecutive months duration. Upon successful completion of the probationary period, seniority shall be effective from the original date of hire.

**Salary Schedule:**

The position of Residence Supervisor shall be established at pay grade 7 of the current collective agreement.

**SIGNED BY BOTH PARTIES TO THIS AGREEMENT**, in the City of Cranbrook, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2021

**CANADIAN UNION OF PUBLIC  
EMPLOYEES LOCAL 2773**

**COLLEGE OF THE ROCKIES**

\_\_\_\_\_  
Kristy Brons, President

\_\_\_\_\_  
Laurie Calverley, Executive Director,  
Human Resources & Payroll

## **Letter of Understanding #9**

Between  
College of the Rockies and  
CUPE Local 2773

### **Re: Restricted Application of Collective Agreement – School Works & Summer Works Coordinators and Farm Works**

**The College agrees to include the position of School Works, Summer Works Coordinators within the scope of the bargaining unit.**

**The Union agrees to the restricted application of certain provisions of the Collective Agreement between the parties in the Collective Agreement. The provisions of the Collective Agreement that shall not apply to the Coordinator positions include, Article 8 (Hours of Work), Article 9 (Shift Differential), Article 10 (Overtime), and Article 8.5 (Workplace Flexibility). Those Articles shall be varied/replaced as follows:**

#### **Article 8           Hours of Work**

**8.1                   The workweek is an average of up to thirty-five (35) hours per week, which shall normally be scheduled up to five (5) consecutive days per week. However, through discussion with and as approved by the immediate supervisor, an employee may be scheduled to work in excess of the normal work week as long as the total hours worked during a four-week period do not exceed a total of one hundred and forty (140) hours. Should the position participate in excessive travel throughout the region, the averaging period will be increased to eight weeks, and the employee's scheduled hours will not exceed two hundred and eighty (280) hours over that period.**

#### **Article 8.5       Workplace Flexibility**

**This article shall not apply to the Coordinator positions.**

#### **Article 9           Shift Differential**

**Shift differential shall not apply to the Coordinator positions.**

#### **Article 10       Overtime**

**10.1               Overtime shall apply to hours worked in excess of one hundred and forty (140) hours in a four-week period, or two hundred and eighty (280) hours in an eight-week period when excessive travel is involved, and shall be compensated at one and one-half times an employee's regular rate of pay.**

**SIGNED BY BOTH PARTIES TO THIS AGREEMENT**, in the City of Cranbrook, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2021

**CANADIAN UNION OF PUBLIC  
EMPLOYEES LOCAL 2773**

**COLLEGE OF THE ROCKIES**

---

Kristy Brons, President

---

Laurie Calverley, Executive Director,  
Human Resources & Payroll

## **Letter of Understanding #10**

Between  
College of the Rockies and  
CUPE Local 2773

### **Re: Fire and Compliance Administrator**

The parties agree to the restricted application of certain provisions of the Collective Agreement with respect to the position(s) of Fire and Compliance Administrator.

For the two periods of January 1 to February 15 inclusive and May 15 to June 30 inclusive each calendar year only, the provisions of the Collective Agreement that shall not apply as written in the collective agreement to this position include Article 2.5 (e) (Part-time Employees), Article 7.9 (Working at Home), Article 8 (Hours of Work), Article 8.5 (Workplace Flexibility), Article 9 (Shift Differential), and Article 10 (Overtime).

The parties acknowledge that the two periods outlined above are intended to reflect periods during which travel is required to attend the PRO Board conference and certain trade shows/conferences. Should the dates of these events change, the periods may be shifted accordingly by the College.

Those Articles shall be varied/replaced as follows:

#### **Article 2.5 (e)    Part-time Employees**

The 4-hour shift minimum shall not apply to this position.

#### **Article 7.9        Working at Home**

This article shall not apply to this position.

#### **Article 8          Hours of Work**

**8.1**                The work week is an average of up to thirty-five (35) hours per week, which shall normally be scheduled up to five (5) consecutive days per week. However, through discussion with, and as approved by the immediate supervisor, an employee may be scheduled to work in excess of the normal work week to accommodate travel and responsibilities associated with attendance at assigned functions or events.

#### **Article 8.5        Workplace Flexibility**

Workplace flexibility shall not apply to this position.

#### **Article 9          Shift Differential**

Shift differential shall not apply to this position.

**Article 10        Overtime**

**10.1                Overtime shall apply to hours worked in excess of two hundred and ten (210) hours in a six-week period, when travel is involved, and shall be compensated at one and one-half times an employee's regular rate of pay. Such accrued overtime shall be taken as time off in lieu according to a schedule approved by the employer.**

**SIGNED BY BOTH PARTIES TO THIS AGREEMENT**, in the City of Cranbrook, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2021

**CANADIAN UNION OF PUBLIC  
EMPLOYEES LOCAL 2773**

**COLLEGE OF THE ROCKIES**

\_\_\_\_\_  
Kristy Brons, President

\_\_\_\_\_  
Laurie Calverley, Executive Director,  
Human Resources & Payroll



**Letter of Understanding #11**

Between  
College of the Rockies and  
CUPE Local 2773

**Re: Term Employees – Vacation, Extended Health and Dental Benefits**

Where a term employee is appointed to a position that is for a period of twelve months or longer the employee will have the choice of:

1. Sixteen percent (16%) calculated on their total wages in lieu of such benefits, including annual vacation pay, or
2. Three weeks paid vacation, Extended Health/Vision and Dental; Life Insurance and Accidental Death and Dismemberment.
3. The enrollment rules for the benefit plans will be applied as per the current policy in place for the CUPE division.

If the employee decides to take the sixteen percent (16%) in lieu of benefits this decision will be binding for the duration of the term appointment.

**SIGNED BY BOTH PARTIES TO THIS AGREEMENT**, in the City of Cranbrook, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2021

**CANADIAN UNION OF PUBLIC  
EMPLOYEES LOCAL 2773**

**COLLEGE OF THE ROCKIES**

\_\_\_\_\_  
Kristy Brons, President

\_\_\_\_\_  
Laurie Calverley, Executive Director,  
Human Resources & Payroll

## **Letter of Understanding #12**

Between  
College of the Rockies and  
CUPE Local 2773

**Re: Student Enhancement Auxiliary Fund (SEAF)**

### **(a) PURPOSE**

The Parties agree to create a Student Enhancement Auxiliary Fund (“Fund”) to encourage and support special projects or initiatives aimed at tangibly improving services to students at College of the Rockies.

The Parties agree that the Fund should be used to strengthen the College’s focus on students by providing increasingly relevant, accessible and comprehensive services.

### **(b) FUNDS**

The Fund will consist of funds as follows:

Year 1: \$14,500

Year 2: \$29,500

Year 3: \$45,000 \*

*\* The Fund is expected to accrue annual contributions at this level thereafter.*

Funds not allocated within a calendar year will be carried over for one year only. The intent of the Parties is to carry over the funds from year 1 (\$14 500) to year 2 for the purpose of focusing the Committee in establishing the administration of the Fund and raising awareness within the CUPE membership.

### **(c) FUND EXPENSES:**

The Fund may be used for:

- auxiliary support to backfill a CUPE member who will work directly on the SEAF project or initiative
- CUPE auxiliary support towards SEAF projects or initiatives that provide specific supports for students

### **(d) THE COMMITTEE & PROCESS**

The Student Enhancement Auxiliary Fund Committee (“Committee”) will be comprised of the CUPE 2773 president, one elected CUPE 2773 member, the VP Academic or designate, and the Executive Director, Human Resources & Payroll or designate.

The Committee will meet at set intervals, normally in November and May each year. Additional meetings may be scheduled in order to consider special projects of a time sensitive or exceptional nature. The SEAF Committee shall determine relevant terms of reference for the operation of the committee.

The Committee will determine which proposals are to be funded and to what level based on the individual merits of each application and the Criteria outlined below. Such determinations shall require majority support of the Committee.

**CUPE local 2773 employees who have an interest in a project or initiative may apply for SEAF funding, with the support of their manager. Rationale, along with an Auxiliary Appointment Form, are to include all related supporting documentation required by the Committee to thoroughly assess the merits of the application.**

**In providing support for an application, the Committee will consider its impact on the delivery of services to students.**

**(e) CRITERIA & PRIORITIES:**

**The Committee will recommend applications for Fund monies based on the following criteria:**

- **the degree to which the proposed project improves direct service to students**
- **the degree to which the proposed special project overcomes existing obstacles to expand service to students**
- **the degree to which the proposed initiative positively impacts the student experience, including successful career outcomes**

**The Fund may be used to enhance and/or expand services and supports for students. For example, but not limited to the following:**

- **Social media initiatives**
- **Regional invigilation services for distance education students**
- **Transfer credit opportunities**
- **Student-facing supports during peak and critical periods, such as orientation or graduation**
- **Service expansion related to new residence construction**
- **Support for high school dual credit expansion**

**It is understood that the Committee will determine future priorities and may agree to amend the foregoing where circumstances warrant.**

**SIGNED BY BOTH PARTIES TO THIS AGREEMENT**, in the City of Cranbrook, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 2021

**CANADIAN UNION OF PUBLIC  
EMPLOYEES LOCAL 2773**

**COLLEGE OF THE ROCKIES**

\_\_\_\_\_  
Kristy Brons, President

\_\_\_\_\_  
Laurie Calverley, Executive Director,  
Human Resources & Payroll