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## OFFER OF SETTLEMENT

between

Camosun College

(hereinafter called "the Employer")

And

Canadian Union of Public Employees, Local 2081

Dated: March 30, 2020

Time:

### Introduction

The following package of items is to be considered an Offer for Settlement ("the Offer") submitted by the Employer to the Union for the renewal of the 2014-2019 Collective Agreement.

The Offer is presented in a package format. Any issue not included in the Offer from the original list of proposals submitted by either the Employer or the Union is deemed to be withdrawn. Where the Offer is not accepted as a whole, the Offer is withdrawn completely. Any issues left out of the Offer return to active bargaining status if this Offer is rejected. Any issues previously tentatively agreed to will retain that same status if this Offer is rejected.

The Offer is advanced on a without prejudice basis to conclude the renewal of a Collective Agreement.

Should this Offer be accepted as presented the date of ratification will be the date the parties, including the PSEA Board of Directors conclude the ratification of their 2019-2022 Collective Agreement.

This Offer is valid until 12 noon March 31, 2020.

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Memorandum of Settlement

between

CAMOSUN COLLEGE

(referred to as "the Employer")

and

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2081 ("CUPE")

(referred to as "the Union")

*"Errors and omissions Excepted"*

THE UNDERSIGNED BARGAINING REPRESENTATIVES OF CAMOSUN COLLEGE, ACTING ON BEHALF OF CAMOSUN COLLEGE (hereinafter called "the Employer"), AGREE TO RECOMMEND TO THE CAMOSUN COLLEGE BOARD;

**AND**

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE CUPE LOCAL 2081 (hereinafter called "the Union"), AGREE TO RECOMMEND TO THE CUPE Local MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING JULY 1, 2019 AND EXPIRING JUNE 30, 2022 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

**1. Previous Conditions**

All of the terms of the 2014-2019 Collective Agreement continue except as specifically varied below.

**2. Term of Agreement**

The term of the new Collective Agreements shall be for 36 months from July 1, 2019 to June 30, 2022 both dates inclusive.

**3. Effective Dates**

The effective date for all changes to the new Collective Agreement will be the date of ratification of this Memorandum of Agreement, unless otherwise specified.

**4. SCHEDULE "A"**

The Employer and the Union agree to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Schedule "A".

**5. SCHEDULE "B"**

The Employer and the Union also agreed to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Schedule "B".

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## 6. SCHEDULE "C"

**The Employer and the Union also agree to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Schedule “C”.**

## 7. Ratification

The parties expressly agree that, upon the completed signing of this Memorandum of Agreement, the parties shall recommend the approval of this Memorandum to their respective principals and schedule the necessary meetings to ensure that their principals vote on the recommendations.

**This Memorandum of Agreement is also subject to ratification by the Post-Secondary Employers' Association Board of Directors.**

Signed this 31 day of March, 2020.

**BARGAINING REPRESENTATIVES  
FOR THE EMPLOYER:**

BARGAINING REPRESENTATIVES  
FOR THE UNION:

*Robert L. Taylor*

B. J. J. J. J.


David Southern

Remark:

Chen.

Joey Harris

2/2/2020



K Wilson

not

# SCHEDULE A

## 1. TERM OF AGREEMENT – 3 year term

### Clause 34.01 Agreement Period

This Agreement shall be binding and remain in full force and effect from the 1<sup>st</sup> day of July, 2019 to the 30<sup>th</sup> day of June, 2022 and shall continue from year to year thereafter unless either party exercises its rights to commence collective bargaining as provided for in the Statutes of the Province Labour Relations Code of British Columbia.

## 2. GENERAL WAGE INCREASES

Schedule B in the Collective Agreement will be updated as follows:

- Effective July 1, 2019 all wage scales in the collective agreement which were in effect on June 30, 2019 shall be increased by two percent (2%)\*. The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- Effective July 1, 2020, all wage scales in the collective Agreement which were in effect June 30, 2020 shall be increased by two percent (2%)\*. The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- Effective July 1, 2021, all wage scales in the collective Agreement which were in effect June 30, 2021 shall be increased by two percent (2%)\*. The new rates shall be rounded to the nearest whole cent or dollar as applicable.

\*These wage increases shall apply to all current employees who are members of the bargaining unit on the date of ratification. Any former employees who worked for Camosun College and were part of the bargaining unit between July 1, 2019 and the date of ratification must apply to Camosun College within twelve (12) weeks of ratification in order to be eligible and receive the increased amount as retroactive pay.

## 3. ARTICLE 1: DEFINITIONS OF EMPLOYEES

### 1.01 Probationary Employees

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

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

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

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

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

#### **1.02 Regular Employees**

(a) No change

(b) No change

(c) Regular employees who obtain a term position in addition to their regular position shall receive an additional twelve percent (12%) of their basic pay referable to the term position in lieu of additional entitlement to health and other benefits.

(d) Regular employees who receive additional hours in their regular position will receive an additional twelve percent (12%) of their basic pay referable to the additional hours in lieu of additional entitlement to health and other benefits, unless the initial assignment of the additional hours is for a period of two (2) months or greater, in which case their benefit entitlement and premiums shall be adjusted to reflect the additional hours.

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

#### **1.03 Term Employees**

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

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

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

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- (c) When a term employee returns to a position of the same classification as that previously held, all time spent in the classification during the previous twelve (12) months shall count toward the salary step placement on the pay scale. All term employees returning under this clause shall be subject to a probationary or trial period in accordance with clause 1.01 or 14.05.
- (d)
  - (i) A term employee who is appointed to a term position of six (6) months or more on a regular weekly basis shall be confirmed as a recurring regular employee at the beginning of the third such term.
  - (ii) A term employee who has been in a term position for eighteen (18) consecutive months shall be confirmed as a regular employee at the beginning of any extension of that employment.
  - (iii) A term appointment for the replacement of an employee on a leave of absence may be made or extended without regularization.
  - (iv) A term appointment for special projects may be made or extended without regularization by mutual agreement between the College and the Union.
  - (v) Except as provided in (iii) and (iv) above the College shall not post term positions in excess of eighteen (18) months duration.
- (e) A regular employee who transfers to a term position (other than under clause 14.04) for a period of one (1) year or longer shall continue to be eligible for the benefit plans of a regular employee subject to the usual waiting periods defined for regular employees and must participate as a condition of employment. Where there has been no break in employment all other entitlement calculations will be based on the original date of hire as a regular employee.
- (f) In lieu of health and other benefits term employees shall receive an additional ~~twelve~~ **thirteen** percent (~~12%~~ **13%**) of their basic pay to be paid bi-weekly.

#### **1.04 Casual Employees**

- (a) When it is necessary to hire an employee to fill temporary operational needs within the bargaining unit where each assignment for a period of time does not exceeding thirty (30) working days in duration, to work in a job that falls within the bargaining unit, that employee shall be known as "Casual". Casual assignments will not be used to replace term appointments. Casual assignments may be made or extended without regularization.
- (b) Casual employees shall join the Union as a condition of employment and shall have full recourse to the grievance procedure.
- (c) In lieu of health and other benefits, casual employees shall receive an additional twelve percent (12%) of their basic pay to be paid bi-weekly.
- (d) Casual employees shall have all hours of service applied to the probationary period of nine hundred and thirteen (913) hours.

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

#### 4. ARTICLE 4: HUMAN RIGHTS

##### 4.02 Harassment

- (a) The College and the Union recognize the right of employees to work in an environment free from harassment and the obligation of the College to maintain a harassment free workplace.
- (b) Harassment complaints based on the grounds set out in Article 4.01 will be handled in accordance with the procedures outlined in the College's ~~Human Rights~~ Respectful Workplace Policy. Employees retain full rights to the grievance process and may withdraw from the process outlined in the College's ~~Human Rights~~ Respectful Workplace Policy at any time after their complaint is filed.
- (c) Personal harassment complaints based on the grounds set out in Article 4.03 will be handled ~~as follows:~~ in accordance with the procedures outlined in the College's Respectful Workplace Policy. Employees retain full rights to the grievance process and may withdraw from the process after their complaint is filed as outlined in the College's Respectful Workplace Policy.
  - (i) Where the member's complaint is against a member of management including any person who stands in a supervisory relationship with the member it ~~shall~~ may be handled in accordance with Article 10.02 (b).
  - (ii) Where the member's complaint is against a co-worker it ~~shall~~ may be handled in accordance with Article 4.04
- (d) The College and the Union agree that all matters arising under this clause shall be handled with all possible confidentiality.

#### 5. ARTICLE 10: GRIEVANCE PROCEDURE

##### 10.02 Settling of Grievances

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

- (a) Step 1

When it is alleged a violation has occurred, the shop steward shall, within forty (40) working days of the alleged violation with or without the aggrieved employee(s), discuss the matter with the immediate supervisor and the ~~divisional dean~~ exempt manager and if it can be settled, that shall end the matter. ~~Either the shop steward or the divisional dean may seek the advice of the Labour/Management Cooperation Committee to assist~~

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~~in resolving the grievance. The committee does not have the power to bind either the Union or its members or the College to any decisions or conclusions reached in their discussions.~~

(b) **Step 2**

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

(c) **Arbitration**

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

(d) **Time Limits**

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

**6. ARTICLE 11: ARBITRATION**

**11.06 Expedited Arbitration**

- (a) By mutual agreement the parties may refer any matter to expedited arbitration in which case the decision shall be of no precedential value and shall not thereafter be referred to by the parties in respect of any other matter with the exception of discipline which may remain on an employee's file.
- (b) All presentations shall be short and concise and shall include a comprehensive opening statement. The parties agree to make limited use of authorities.
- (c) No written reasons will be provided beyond those which the arbitrator deems necessary to convey the decision.
- (d) Neither party shall appeal a decision of an expedited arbitration.
- (e) The parties shall equally share the costs of the fees and expenses of the arbitrator.
- (f) Any time prior to hearing either party may remove a matter from the expedited arbitration process and forward the matter through the arbitration process established



pursuant to clause 11. In such an event, time limits shall not act as a bar to the grievance proceeding to arbitration.

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

## **7. ARTICLE 12: DISCIPLINE, DISMISSAL AND RESIGNATION**

### **12.02 Adverse Report**

- (a) In order to form part of an employee's personnel ~~record~~ file at the College, any expression of dissatisfaction concerning an employee's work must be made in writing within ~~ten (10)~~ fifteen (15) working days of the event of the complaint by the employee's excluded supervisor and a copy of the complaint must be submitted to the employee and the Union. Extension to this time limit may be granted with the agreement of both parties. This Article does not apply to employee appraisals prepared pursuant to Article 30.07.
- (b) The employee has the right to reply to such a complaint and to have this reply filed in ~~his-the~~ employee's personnel ~~record~~ file. With the filing of an adverse report the College shall specify the nature of the change in performance required of the employee and the period of time in which the performance change should occur. This time period will be reasonable and fair. When the time specified has elapsed, an updated evaluation report will be filed and a copy given to the employee.
- (c) An adverse report is a reprimand and will not have copies circulated other than to the individual, the Union and the personnel file unless it recommends suspension or possible dismissal. The adverse report will be removed after eighteen (18) months from the date of the report provided there have been no further adverse reports during this period.

### **12.03 Disciplinary Measures**

- (a) All disciplinary action shall be reported in writing to the President of the College or designate who has the authority to ~~who may~~ suspend and/or terminate an employee. The employee will receive ~~three (3)~~ two (2) weeks notice of termination, or one (1) week if the employee has not completed probation, or payment in lieu of notice subject to the remaining sections of this clause.
- (b) An action by an employee which endangers himself, other staff or students or jeopardizes the ability of the College to provide its services, may lead to immediate suspension or termination for just cause. ~~Termination following such suspensions will be without notice.~~
- (c) Notwithstanding anything to the contrary contained in this clause, the College reserves the right of the President of the College or designate to suspend or terminate an employee for just cause.
- (d) All correspondence to and from the College President or designate under this clause shall be copied to the Union.

## 12.05 Access to Personnel File

- (a) An employee may review ~~his~~ the employee's personnel file at any time and may copy any documents therein. An employee may provide written authorization for the Union to review the employee's personnel file. The employee may respond in writing to any document and such reply shall become part of ~~his~~ the employee's personnel file for the life of the documents.
- (b) For official College records and pursuant to clause 12.02 (Adverse Report), there shall be only one personnel file for each employee. This file shall be located in the Human Resources Office.

## 12.07 Abandonment of Position

An employee who fails to report for duty for five (5) working days without informing the College of the reason for ~~his~~ the employee's absence shall be presumed to have abandoned ~~his~~ their position without proper notice ~~and clause 12.06 will be effected~~. An employee shall be afforded the opportunity to rebut such presumption and demonstrate that there were reasonable grounds for not informing the College.

## 8. ARTICLE 13: SENIORITY

### 13.04 Loss of Seniority

An employee shall only lose ~~his~~ seniority in the event they:

- (a) ~~he is~~ are discharged for just cause and is are not reinstated;
- (b) ~~he~~ resigns in writing and does not withdraw the resignation within two (2) days;
- (c) ~~he~~ fails to return to work within ten (10) working days following notification to do so by registered mail following a layoff, unless through sickness or other just cause;
- (d) ~~he is~~ are laid off for a period longer than one (1) year. After the one (1) year period, upon application from the employee that ~~he~~ the employee wishes to retain ~~his~~ their recall rights for a further year, seniority will continue to be retained.

### 13.05 Seniority List

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

- (a) name;
- (b) date of first appointment within the bargaining unit;
- (c) length of seniority period;
- (d) position held on date seniority list prepared.

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

### 13.06 Casual Hours Report

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

## 9. ARTICLE 15: LAYOFFS AND RECALLS

### [NEW] 15.07 Early Retirement Incentive

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

- (a) are age 55 or over;
- (b) have a minimum of ten (10) years' of service with the College;
- (c) are regular employees at the time of early retirement.

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

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

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

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

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

## 10. ARTICLE 16: HOURS OF WORK

### 16.01 Work Day

- (a) The regular work day shall consist of not more than seven (7) consecutive hours per day and not less than two (2) hours per day.
- (b) The regular work day for ~~Facilities~~ ~~s~~Services staff shall consist of not more than seven and one-half (7½) consecutive hours per day and not less than two (2) hours per day.

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- (c) When a change from the normal scheduled hours of work is required and that change alters the employee's start time by more than one hour, the employee shall be given five (5) working days written notice of such change. If the five (5) working days notice is not possible, the employee shall receive payment at overtime rates for all hours worked outside the normally scheduled hours until the five (5) days have expired.
- (d) No employee shall be required to change his~~their~~ schedule against his~~their~~ wishes when other qualified employees, who have completed probation, are willing to work the required schedule. If the numbers willing to work the new schedule are insufficient, the new schedule will first be assigned to the least senior qualified employees who have completed probation.
- (e) ~~Only~~ Staff in Facilities Services, and Computing Information Technology Services and other departments with the mutual agreement of the Union may be required to work between 11:00 p.m. and 7:00 a.m. Mutual agreement shall not be unreasonably denied.

#### 16.05 Campus Closures

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

### 11. ARTICLE 20: ANNUAL VACATIONS

#### 20.01 Annual Vacation Entitlement

- (a) All employees shall be entitled to an annual vacation in each year of service to the College as follows:
  - (i) Fifteen (15) working days per annum during the employee's first five (5) years of continuous service or six percent (6%) of gross pay per annum.
  - (ii) Twenty (20) working days per annum after the employee's fifth (5<sup>th</sup>) year of continuous service or eight percent (8%) of gross pay per annum.
  - (iii) One (1) additional working day for each year of continuous service over ten (10) years of up to a maximum of five (5) additional days.
  - (iv) Thirty (30) working days after twenty-five (25) years of continuous service or twelve (12%) of gross pay per annum.

- (v) One (1) additional working day for each year of continuous service over twenty-five (25) years up to a maximum of five (5) additional days.

## **12. ARTICLE 22: LEAVE OF ABSENCE**

### **22.05 Compassionate Leave Life-Threatening Emergency Leave**

In the case of a life-threatening emergency within the immediate family (as defined in clause 22.06) that requires an employee's attendance, the employee shall be entitled, after notifying their immediate supervisor, to a leave of absence without loss of pay or benefits for up to three (3) days at any one (1) time per calendar year.

### **22.06 Bereavement Leave**

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

### **22.07 General Leave**

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

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

### **22.08 Maternity Leave**

- (a) Maternity Leave

Upon written request, leave of absence without pay and without loss of seniority shall be granted for pregnancy to a maximum of seventeen (17) consecutive weeks. The employee returning to work after maternity leave shall provide the College with at least four (4) weeks' notice and on return from maternity leave the employee shall be reinstated in all respects by the College in the position previously occupied by the employee or in a comparable position

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and with all increments to wages, entitlements and benefits to which the employee would have been entitled had the leave not been taken.

(b) Employment During Pregnancy

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

(c) Length of Maternity Leave

- (i) Maternity leave shall cover a period up to seventeen (17) consecutive weeks commencing no earlier than thirteen (13) weeks before the expected date of birth and no later than the date of birth. ~~before or after the birth or adoption of a child. Where a doctor's certificate is provided stating that a longer period of maternity leave is required for health reasons, an extension up to a maximum of one (1) additional year shall be allowed. General leave as per clause 22.07 may be granted where additional leave is required because of the health of the newborn child.~~

d) Employment Status

- (i) While on maternity leave an employee shall retain and accumulate ~~her~~ their full employment status in connection with the seniority provisions.
- (ii) The services of an employee who is absent from work in accordance with this clause shall be considered continuous for the purpose of any pension, medical or other plan beneficial to the employee and the College shall continue to make payment to the plan in the same manner as if the employee were not absent where:
1. the College pays the total costs of the plan; or
  2. the employee elects to continue to pay ~~her~~ the employee's share of the cost of a plan that is paid for jointly by the College and the employee.

**22.09 Parental and Adoption Leave**

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

~~for up to thirty-five (35) weeks for the mother (following seventeen (17) weeks of maternity leave) and up to thirty-seven (37) weeks for the father, a birth mother that did not take maternity leave, or an adoptive parent, in order to spend time with a new child.~~

The leave must begin:

- ~~(i) — for the mother — following seventeen (17) weeks of maternity leave under clause 22.08;~~
- ~~(ii) — for the father — within fifty-two (52) weeks of the child's date of birth.~~
- ~~(b) In the case of an adopting mother or father, adoption leave shall commence following the adoption and within fifty-two (52) weeks after the date the adopted child comes into the care and custody of the mother or father.~~
- ~~(c) The employee shall be required to furnish proof of adoption.~~
- ~~(d) Where both parents are employees of the College, the employees shall determine the allocation of the thirty-seven (37) weeks of parental or adoption leave between them.~~
- (i) For a parent who takes leave under Article 22.08 they are entitled to up to sixty-one (61) consecutive weeks of unpaid leave, which must begin immediately after the end of the leave taken in Article 22.08 unless the College and the employee agree otherwise.
- (ii) For a parent, other than an adopting parent who does not take leave under Article 22.08, they are entitled to up to sixty-two (62) consecutive weeks of unpaid leave, which must begin within seventy-eight (78) weeks after the birth of the child or children.
- (iii) For an adopting parent, they are entitled to up to sixty-two (62) consecutive weeks which must begin within seventy-eight (78) weeks after the child or children are placed with the parent.

(b) Return from Leave

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

(c) Benefit Plans

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

- (i) the College pays the total costs of the plan; or
- (ii) the employee elects to continue to pay his/her the employee's share of the cost of a plan that is paid for jointly by the College and the employee.

(d) Additional Leave

- (i) Where the child suffers from a physical, psychological or emotional condition the employee shall be entitled to an additional period of parental leave of up to five (5) consecutive weeks.
- (ii) General leave as per clause 22.07 may be granted where additional leave is required because of the health of the mother or the newborn child.

(e) Special Non-Birth Parent Leave

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

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

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

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

- (a) For the first week of leave, where no EI benefit is paid, an employee shall receive seventy-five percent (75%) of their salary calculated on their average base salary.
- (b) For up to ~~fifty-two (52)~~ 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 ~~her~~ salary calculated on average base salary.
- (c) For up to a maximum of ~~thirty-seven (37)~~ thirty-five (35) weeks of parental leave, the ~~spouse~~ birth mother, the biological father, the common-law partner or adoptive parent who is caring for the child shall receive an amount equal to the difference between the Employment Insurance Standard Parental EI benefits and seventy-five percent (75%) of the employee's salary calculated on ~~his/her~~ the employee's average base salary.
- (d) Where the parent, as per Clause 22.10 (c) above, who is caring for the child elects the Employment Insurance Extended Parental EI benefit, for a maximum of sixty-one (61) weeks, the parent shall receive the same total SEB benefit amount received under Clause 22.10(c), spread out and paid over the longer period. Payroll will make this calculation.
- (f) Provided the employee received SEB as per Article 22.10 (a), (b), (c) or (d), for the last week of leave, where no EI benefit is paid, the employee shall receive seventy-five (75%) of their salary calculated on their average base salary.

~~(e)(f)~~ The average base salary for the purpose of Clauses ~~±~~ 22.10 (a), (b), and (c) is the employee's average base salary for the twenty-six (26) weeks preceding the maternity or parental leave. If the employee has been on unpaid leave for part of the preceding twenty-six (26) weeks, then

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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.

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

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

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

#### NEW: 22.13 Leave for Domestic 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 in units of one or more days or in one continuous period; and
- (b) Up to 15 weeks of unpaid leave.

Notwithstanding the above, effective July 1, 2020 the College will provide leave with 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 College will provide such leave consistent with legislation. (No stacking of entitlements)

#### NEW: 22.14 Compassionate Care Leave

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

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

- (a) The employee's benefit coverage will continue for the duration of the compassionate care leave, to a maximum of twenty-seven (27) weeks, and the premium payment shall be on the same basis as if the employee were not on leave.
- (b) Where an employee elects to buy back pensionable service for part of all of the duration of the compassionate care leave, to a maximum of twenty-seven (27) weeks, the employer will pay the employer portion of the pension contribution in accordance with the Pension Plan regulations.
- (c) Compassionate care leave, up to a maximum of twenty-seven (27) weeks, shall be treated as continuous employment for the purposes of seniority accrual under this Agreement.
- (d) An employee who returns to work following a leave granted under this provision shall be placed in the position the employee held prior to the leave or in a comparable position.

RENUMBER AS NEEDED.

### 13. ARTICLE 23: PAYMENT OF WAGES AND ALLOWANCES

#### 23.05 Special Additional Pay

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

- First Aid Certificate (Level 2 or Level 3)

(~~Workers' Compensation Board~~ **WorkSafe BC**)

\$1.07 ~~\$1.16~~ **\$1.25**/hour

(Effective July 1, 2019)

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

- Pesticide Certificate

\$0.88 ~~\$0.93~~ **\$1.00**/hour

(Effective July 1, 2019)

- B.C. Stationary Engineer's Certificate — Fourth Class

- or Journeyman Trades Certificate

Maintenance Technician II – Field Service Representative

\$1.25/hour

(Effective date of ratification)

*del*

(c) Second Language Stipend

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

(d) Teaching Stipend

Individuals in positions identified by the Joint Advisory Job Evaluation Committee as meeting the criteria, shall receive a teaching stipend of three percent (3%) of their regular hourly rate. An additional rate of ~~thirteen dollars and sixty-eight cents (\$13.68)~~ **fourteen dollars and seventy three cents (\$14.73)** per hour will be paid on submission of timesheets for any hours beyond one hundred and four (104) in a teaching year. Any assignment involving teaching in excess of three hundred and twelve (312) hours per year shall require mutual agreement of the parties. For purposes of this calculation, the teaching year shall be defined as September 1 to August 31.

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

#### **14. ARTICLE 26: GROUP BENEFITS**

**Not to be included in the collective agreement:**

- **Effective July 1, 2020 the prescription drug formulary shall be subject to the generic substitution prescription drug plan as governed by the insured plan.**
- **Effective July 1, 2020 coverage for oral contraceptives shall be added to the prescription drug formulary as governed by the insured plan.**
- **Effective July 1, 2020, combined with the current psychology maximum in the plan, the following are added and will be governed by the insurer's plan:**
  - **Social Worker**
  - **Clinical Counsellor**

#### **26.03 Dental Plan**

All regular employees shall be eligible to participate in the College's dental plan upon the completion of their probationary period. The College shall pay one hundred percent (100%) of the premium cost for full-time employees. Premium costs will be shared on a prorated basis for part-time employees. The Plan shall provide for payment of one hundred percent (100%) of costs for items listed under Plan A; seventy-five percent (75%) for items listed under Plan B and, **effective July 1, 2020, eighty percent (80%) of costs for items listed under Plan B**, and **fifty Fifty percent (50%) for items listed under Plan C of the Manulife Plan to a maximum of two thousand dollars (\$2000).** ~~Effective January 1, 2018, the to a maximum for items listed under Plan C shall be increased to of three thousand (\$3000).~~ **Effective July 1, 2020 sixty percent (60%) for items listed under Plan C** to a maximum of three thousand dollars (\$3000). All eligible employees with appointments of half time or more must

participate in the plan unless the employee is covered by another dental plan. Participation in the plan by eligible employees with appointments of less than half-time shall be optional.

## **15. ARTICLE 27: HEALTH AND SAFETY**

### **27.05 Right to Refuse Unsafe Work**

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

### **27.06 Protective Wear and Special Clothing**

- (a) The College shall provide adequate rainwear for employees in the grounds and maintenance departments.
- (b) The College shall provide regular employees who work in tool-cribs, grounds, shipping/receiving, including bookstore receivers, cook's training and maintenance with adequate safety footwear up to a non-accumulative maximum of ~~one hundred and twenty dollars (\$120.00)~~ one hundred and fifty (\$150.00) annually, plus taxes.
- (c) The College shall provide regular employees who work in dental with an allowance of \$100.00 every two years to assist in the purchase of puncture resistant footwear.

## **16. ARTICLE 28: TECHNOLOGICAL CHANGE AND OTHER CHANGES**

### **28.01 Advance Notice**

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

### **28.02 Consultation**

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

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

Any such change shall be made only after the Union and the College have reached ~~attempted to reach~~ agreement. ~~through collective bargaining.~~

### **28.03 Disputes ~~Grievance Process~~**

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

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

### **28.04 Transfer Arrangements**

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

## **ARTICLE 32: COPIES OF AGREEMENT**

### **32.01 Copies of Agreement**

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

## **17. SCHEDULE "A"**

Renew and update job titles and respective pay bands as necessary on redrafting the Collective Agreement.

*ack*

**18. LETTER OF AGREEMENT #8 Re: Camosun Childcare**

The College and the Union agree that notwithstanding provisions of the ~~2014-2019~~ **2019-2022** Collective Agreement between the parties the following terms and conditions will apply to the provision of Childcare Services at the College:

1. The regular workday for the childcare staff shall consist of not more than seven and one-half (7 ½) consecutive hours per day and not less than two (2) hours per day. Part-time is defined as working less than thirty-seven and one-half (37 ½) hours per week.
2. All employees hired into the position of Child Care Substitute for eight (8) weeks or less shall be paid at Pay Grade 2. The step progression within the pay grade will be consistent with the Collective Agreement.
3. The position of Child Care Substitute will not be used to replace Senior Educators.
4. The College shall be permitted to allow students to conduct observation and participate in learning opportunities for their respective programs of study in the child care centres of the College. These students will not be used to replace CUPE employees, result in the layoff of CUPE members or a reduction of hours for CUPE members.
5. This agreement will be in effect until the date of ratification of the Memorandum of Agreement that renews the ~~2014-2019~~ **2019-2022** Camosun/CUPE Collective Agreement.

**19. LETTER OF AGREEMENT # 10 Re: Chief Lead Shop Steward/Office Coordinator**

The College and the Union agree that the following terms and conditions will apply to the individual who serves as Chief Lead Shop Steward and Office Coordinator for CUPE Local 2081 ("Chief Lead Shop Steward") until the date of ratification of the Memorandum of Agreement that renews the ~~2014-2019~~ **2019 – 2022** Camosun/CUPE Collective Agreement.

1. The College agrees to provide the Chief Lead Shop Steward with full release from their employment duties at the College until the date of ratification (as above), or until such time as they cease to hold the office of Chief Lead Shop Steward.
2. The Chief Lead Shop Steward will be paid at Step A E of Pay Band 16 during the Leave Period.
3. The Union agrees to reimburse the College for eighty-five percent (85%) of the total salary and benefit costs for the Chief Lead Shop Steward during the Leave Period on a periodic schedule as invoiced by the College.
4. The College agrees to pay fifteen percent (15%) of the Chief Lead Shop Steward's total salary and benefit costs during the Leave Period. This payment reflects the fact that the

Chief Lead Shop Steward will spend a portion of their time attending at College Committee meetings and attending to other College related business.

5. The Chief Lead Shop Steward will continue to participate in all College benefit plans for which College CUPE employees are entitled, including pension, short term and long term disability, life insurance, extended health, dental and employee assistance coverage during the Leave Period.
6. The Union agrees to reimburse the College for the Union's share of the Chief Lead Shop Steward's salary and benefit costs during any period of leave they take from their position as Chief Lead Shop Steward including vacation and sick leave during the first thirty (30) days absence due to illness or injury.
7. The Chief Lead Shop Steward retains the right to return to the same position or to a position that is comparable to the position they held at the commencement of the Leave Period ("College Position").
8. The Union agrees to give the College at least three (3) months' notice of the Chief Lead Shop Steward's intention to return to their College Position.
9. The Chief Lead Shop Steward's employment shall be considered continuous during the Leave Period for the purpose of increments, seniority and annual vacation entitlement on their return to their College Position.
10. The Chief Lead Shop Steward shall receive a prorated annual vacation grant in the year in which they return to their College Position. The Chief Lead Shop Steward is encouraged to use all vacation they are entitled to during the Leave Period prior to their return to the College Position but will be permitted to carry forward up to ten (10) days' vacation entitlement from the Leave Period which must be used by December 31 in the year in which they return to their College Position. CUPE Local 2081 agrees to pay the Chief Lead Shop Steward's salary and benefit costs, as provided for in paragraph 3 above, for any vacation entitlement carried forward from the Leave Period which is used following the Chief Lead Shop Steward's return to their College Position.
11. The College, may, if it wishes, fill the position that the Chief Lead Shop Steward has vacated.
12. The person, if any, occupying the position vacated by the Chief Lead Shop Steward will be considered to be replacing an employee on a leave of absence under Article 1.03(d) (iii) will not be subject to regularization. The person occupying the position will be entitled to at least two (2) weeks' notice, or pay in lieu as per Article 1.03 (a) when the Chief Lead Shop Steward returns to their College Position.

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## **20. OTHER LETTERS OF AGREEMENT AND APPENDICES**

1. Delete LOA #2 Re: Articles 28.01 and 28.02 – Technological and Other Changes
2. Renew the following LOA's with no changes:
  - LOA #5 – Temporary Stipend – Systems Administrators
3. Renew the following Appendix with no changes:
  - Layoff/Recall Policy – Decision Chart
  - Appendix A – Layoff/Recall Policy and Procedures
4. Renew Appendix B with the deletion of the language on the System-Wide Job Registry. Maintain the language relating to the Human Resource Database.

## **21. LETTER OF AGREEMENT (New)**

### **LOA Job Evaluation**

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

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

**to evaluate new or revised job descriptions.**

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

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

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



**22. Re Senior Early Childcare Educators**

While not to be included in the collective agreement the College agrees that a stipend of \$10 per month will be paid to a Senior Early Childcare Educator in any month where the employee uses their cellphone in off duty hours to make calls on behalf of the College to obtain substitutes to replace absent employees.

**23. NEW SCHEDULE C in collective agreement**

Re: Adjusted rates for Article 23.05

Special Additional Pay	July 1 2019	July 1 2020	July 1 2021
23.05 (a) First Aid Certificate (Level 2 or Level 3)	\$1.28	\$1.31	\$1.34
23.05 (b) Pesticide Certificate	\$1.02	\$1.04	\$1.06
23.05 (b) Maintenance Technician II – Field Service Representative		\$1.28	\$1.30
23.05 (d) Teaching Stipend beyond 104 hours	\$15.02	\$15.32	\$15.63

## SCHEDULE B

The following are tentative agreements ("greens") between the Employer and the Union that occurred during the course of negotiations. The parties agree that the following "Greens" form part of this schedule and Memorandum Of Settlement.

	Description	Date signed
1	General Housekeeping items	28 October 2019
2	Preamble to c/a	28 October 2019
3	Article 2 - Housekeeping Management Rights provisions Clause 2.02	28 October 2019
4	Article 3 - Housekeeping Recognition and Negotiation provisions Clauses 3.01 and 3.05	28 October 2019
5	Article 4 - Housekeeping Human Rights provisions Clause 4.01	1 November 2019
6	Article 6 - Housekeeping Check-Off of Union Dues provisions Clause 6.01	28 October 2019
7	Article 7 – Housekeeping Acquaint New Employees provisions Clause 7.01	28 October 2019
8	Article 9 – Housekeeping Labour Management Committee provisions Clause 9.02	28 October 2019
9	Article 12 – Clause 12.06 Resignation	6 November 2019
10	Article 14 - Vacancies, Promotions and Staff Changes provisions and deletion of LOA #6 re: Sick Leave Replacement  Clauses 14.01, 14.02, 14.04, 14.05, 14.06 and 14.07	6 November 2019
11	Article 15 - Housekeeping Layoff and Recall provisions Clauses 15.02 and 15.03	28 October 2019
12	Article 16 – Housekeeping Hours of Work provisions Clause 16.01	28 October 2019
13	Article 16 – revision of portion of Clause 16.06 Modified Work Week Program (ie. revisions to 16.06(a)(i))	28 October 2019
14	Article 17 – Housekeeping Overtime provisions Clauses 17.04 and 17.06	28 October 2019
15	Article 20 – Housekeeping Annual Vacation provisions, Clauses 20.01, 20.02 and 20.04	28 October 2019

16	Article 20 Annual Vacations provisions and deletion of LOA #3 re: Vacation Selection  Clauses 20.01, 20.02, 20.03 and 20.05	6 November 2019
17	Article 21 - Housekeeping Sick Leave provisions Clauses 21.03, 21.04, 21.05, 21.06, 21.07, 21.08 and 21.09	28 October 2019
18	Article 21 – Sick Leave Clause 21.09 Payment for Unused Sick Leave	6 November 2019
19	Article 22 – Housekeeping Leave of Absence provisions Clauses 22.01, 22.02 and 22.12	1 November 2019
20	Article 23 - Housekeeping Payment of Wages and Allowances provisions Clauses 23.01, 23.02, 23.03 and 23.04	28 October 2019
21	Article 26 – Housekeeping Group Benefits provisions Clauses 26.01, 26.02, 26.03, 26.04, 26.05 and 26.08	25 November 2019
22	Article 29 – Job Security Clause 29.01 Contracting Out and deletion of LOU #1 re: Contracting Out	6 November 2019
23	Article 31 – Housekeeping General Conditions Clause 31.05 Indemnity	28 October 2019
24	Article 33 – Housekeeping General Clause 33.01 - Plural, Masculine, Feminine Terms	28 October 2019
25	LOA #4 re Benefits for Regular Recurring Employees on Layoff - renew	28 October 2019
26	NEW LOA re MSP	25 November 2019
27	LOA re ECE Wage Enhancement	25 November 2019
28	LOA #9 re Special Employment Program	16 December 2019
29	LOA #11 re Memorandum of Understanding on the Economic Stability Dividend	16 December 2019
30	NEW LOA re Alternate Transportation Incentive Program	16 December 2019
31	NEW LOA re Call-in Process	16 December 2019

## SCHEDULE C

### Proposals Related to Improvement of Services to Students

#### 1. LETTER OF AGREEMENT #7 Re: College Co-op Students

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

1. All Camosun College Co-op students employed for work experience at the College will become members of CUPE Local 2081 with the same rights and obligations defined for "term" employees within the Collective Agreement, except:
  - a) There shall be three (3) blanket employment categories for Camosun College Co-op positions not requiring job descriptions. The "first year Camosun College Co-op student" category shall be paid at Step A of Pay Grade 1. The "second year Camosun College Co-op student" category shall be paid at Step B of Pay Grade 1. The "third year Camosun College Co-op student" category shall be paid at Step C of Pay Grade 1.
  - b) Work experience projects for Camosun College Co-op students need not be advertised for competition other than in the Co-op office and only Camosun College Co-op students may apply.
  - c) ~~Job postings~~ opportunities as described in (b) above shall be copied to CUPE Local 2081 at least ~~seven (7)~~ ten (10) working days prior to posting and shall include the anticipated posting date. Jobs opportunities shall be posted after the tenth (10th) working day unless CUPE has raised a concern and mutual agreement cannot be reached. ~~as per the attached procedures for the Letter of Agreement and Co-op Students.~~
  - d) Camosun College Co-op students shall be subject to the Co-op evaluation process and will not be granted internal status for application for posted vacancies at the College.
  - e) No Camosun College Co-op student will be placed into a position that would normally be posted and open to competition as per the terms of the Collective Agreement. Co-op positions must be project related and time specific.
  - f) The duration of a Co-op position shall not exceed the length of the work term for the program. ~~—(see attached list).~~

#### It is noted that:

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

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- Some programs can have up to 3 separate work terms within 1 calendar year and often a student will do all work terms with the same employer.
- g) Articles 1.03(f), 13, 14, 15, 20, 21, 24, and 26, will not apply to Co-op students.
- h) Co-op students will be paid 4% in lieu of vacation pay in accordance with the Employment Standards Act.
- (i) Co-op work terms will be a minimum of three (3) months long to a maximum of eight (8) months long in a calendar year.

*Note: The parties agree that the remaining sections of the former LOA #7 are deleted.*

## 2. SERVICE IMPROVEMENT FUND

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

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

The College and the Union will meet once per year to discuss training activities and opportunities that are relevant to this purpose. The funding amounts will be in accordance with the following schedule:

Year 1: Date of Ratification	Year 2: On July 1, 2020	Year 3: On July 1, 2021
\$ 68, 000	\$137,000	\$208,000

For years 1 and 2, any unspent balance at the end of each fiscal year shall be carried forward and added to the allocation for the next fiscal year. For year 3, funds not allocated within the fiscal year will be carried over for one year only.

The July 1, 2021 (Year 3) amount (see above) represents ongoing funding for this initiative.

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**General Housekeeping**

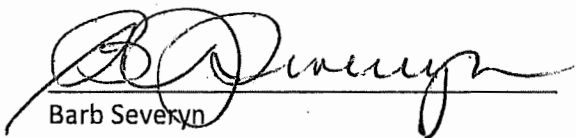
- a) Revise outdated effective dates throughout the Local Agreement to reflect the new term of agreement.
- b) Correction of typographical errors; consistent system of capitalization for "article" and "clause".
- c) Revise all gender related pronouns to "the Employee, "they" or "their" to reflect gender neutral language.
- d) Revision of references to articles, clauses based on addition or deletion of collective agreement language.

DATED on this 28<sup>th</sup> day of October, 2019 in the City of Victoria, BC.

**On behalf of the Employer**



Chris Rawson  
Chief Spokesperson, PSEA

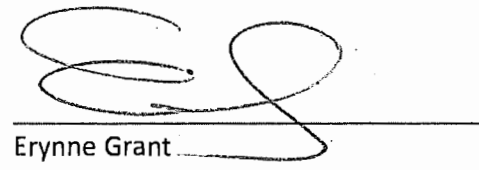


Barb Severyn  
Executive Director, Human Resources

**On Behalf of the Union**



Loree Wilcox  
CUPE National Servicing Representative



Erynne Grant  
Chair, CUPE Local 2081

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ A. D. **2016 TBC**

BETWEEN:  
**CAMOSUN COLLEGE**  
(hereinafter called the "College")

OF THE FIRST PART

AND THE:  
**CANADIAN UNION OF PUBLIC EMPLOYEES**  
**LOCAL NO. 2081**  
(hereinafter called the "Union")

OF THE SECOND PART


It is the purpose of both parties to this Agreement:

1. To maintain and improve harmonious relations and settled conditions of employment between the College and the Union;
2. To recognize the mutual value of joint discussions and negotiations in all matters pertaining to working conditions, employment, services, etc.;
3. To encourage efficiency in operations;
4. To promote the morale, well-being and security of all employees in the bargaining unit of the Union, and

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

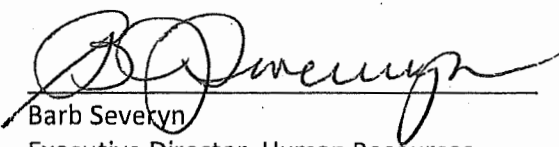
DATED on this 28<sup>th</sup> day of October, 2019 in the City of Victoria, BC.

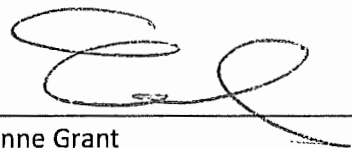
On Behalf of the Employer

  
Chris Rawson  
Chief Spokesperson, PSEA

On Behalf of the Union

  
Loree Wilcox  
CUPE National Servicing Representative

  
Barb Sevekyn  
Executive Director, Human Resources

  
Erynne Grant  
Chair, CUPE Local 2081


**ARTICLE 2: MANAGEMENT RIGHTS**

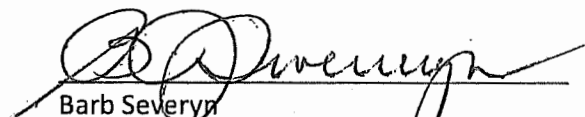
**2.02 Non-Discriminatory**

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

DATED on this 28<sup>th</sup> day of October, 2019 in the City of Victoria, BC.

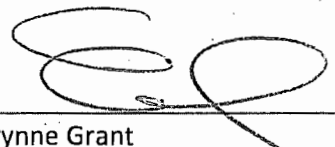
**On Behalf of the Employer**

  
Chris Rawson  
Chief Spokesperson, PSEA

  
Barb Severyn  
Executive Director, Human Resources

**On Behalf of the Union**

  
Loree Wilcox  
CUPE National Servicing Representative

  
Erynne Grant  
Chair, CUPE Local 2081



### **ARTICLE 3: RECOGNITION AND NEGOTIATIONS**

#### **3.01 Bargaining Unit**

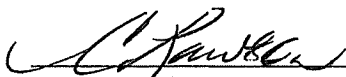
The College recognizes the Canadian Union of Public Employees and its Local 2081 as the sole and exclusive collective bargaining agent for all of its employees as certified by the ~~Industrial~~ **Labour** Relations ~~Council~~ **Board** of British Columbia and hereby agrees to negotiate with the Union,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

#### **3.05 Future Legislation**

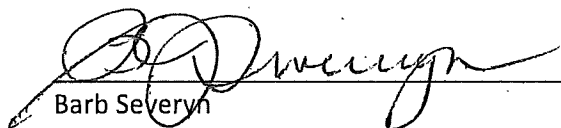
In the event that any future legislation renders null and void or materially alters any provision of this Agreement, the parties will negotiate a mutually agreeable provision to be substituted for the provision rendered null and void or materially altered. All other provisions of the ~~a~~**A**greement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

DATED on this 28<sup>th</sup> day of October, 2019 in the City of Victoria, BC.

**On Behalf of the Employer**



Chris Rawson  
Chief Spokesperson, PSEA



Barb Severn  
Executive Director, Human Resources

**On Behalf of the Union**



Loree Wilcox  
CUPE National Servicing Representative



Erynne Grant  
Chair, CUPE Local 2081


## **ARTICLE 4: HUMAN RIGHTS**

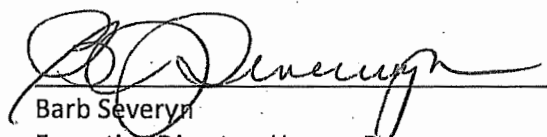
### **4.01 No Discrimination**

The College agrees that there shall be no discrimination, interference, restriction or coercion exercised or practiced with respect to any employee in the matter of hiring, wage rates, training, upgrading, promotion, transfer, layoff, recall, discipline, classification, discharge or otherwise by reason of age, race, creed, colour, national origin, disabling conditions, political or religious affiliation, sex, marital status including same sex relationships, sexual orientation, place of residence, race, colour, ancestry, place of origin, political belief, religion, marital status, family status, physical or mental disability, sex, sexual orientation, gender identity or expression, or age of that person or because that person has been convicted of a criminal or summary conviction offence that is unrelated to the employment or to the intended employment of that person nor by reason of his membership or activity in the Union, or for any other reason.


*see 1st November*  
DATED on this 28<sup>th</sup> day of October, 2019 in the City of Victoria, BC.

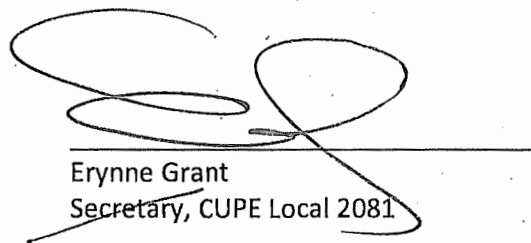
On Behalf of the Employer

  
Chris Rawson  
Chief Spokesperson, PSEA

  
Barb Severyn  
Executive Director, Human Resources

On Behalf of the Union

  
Keith Todd  
President, CUPE Local 2081

  
Erynne Grant  
Secretary, CUPE Local 2081  
*CHAIR*

**ARTICLE 6: CHECK-OFF OF UNION DUES**

**6.01 Check-off Payments**

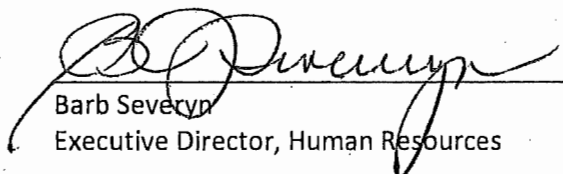
The College shall deduct from every employee any monthly dues, initiation fees or assessments levied, in accordance with the Union ~~e~~Constitution and ~~b~~Bylaws.

DATED on this 28<sup>th</sup> day of October, 2019 in the City of Victoria, BC.

**On Behalf of the Employer**



Chris Rawson  
Chief Spokesperson, PSEA



Barb Severyn  
Executive Director, Human Resources

**On Behalf of the Union**



Loree Wilcox  
CUPE National Servicing Representative



Erynne Grant  
Chair, CUPE Local 2081

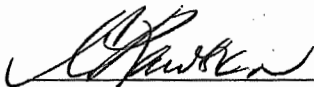
**ARTICLE 7: COLLEGE AND UNION SHALL ACQUAINT NEW EMPLOYEES**

**7.01 New Employees**

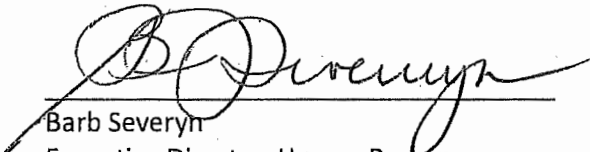
The College agrees to acquaint new employees with the fact that a Union ~~a~~Agreement is in effect, and with the conditions of employment set out in the ~~A~~articles dealing with Union security and dues check-off.

DATED on this 28<sup>th</sup> day of October, 2019 in the City of Victoria, BC.

**On Behalf of the Employer**



Chris Rawson  
Chief Spokesperson, PSEA

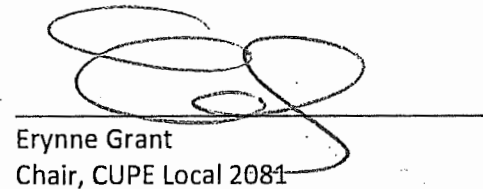


Barb Severyn  
Executive Director, Human Resources

**On Behalf of the Union**



Loree Wilcox  
CUPE National Servicing Representative



Erynne Grant  
Chair, CUPE Local 2081

## **ARTICLE 9: LABOUR/MANAGEMENT COOPERATION COMMITTEE**

### **9.02 Function of Committee**

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

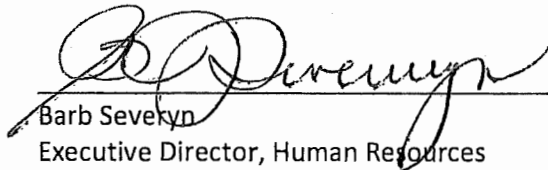
The parties shall exchange written agenda items at least forty eight (48) hours in advance of a scheduled meeting of the committee. Notwithstanding this, the parties may mutually agree to include other items on the agenda on an ad hoc basis.

DATED on this 28<sup>th</sup> day of October, 2019 in the City of Victoria, BC.

**On Behalf of the Employer**

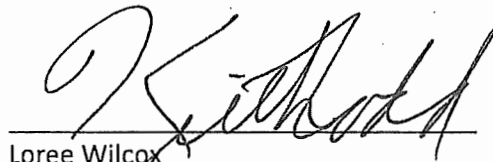


Chris Rawson  
Chief Spokesperson, PSEA

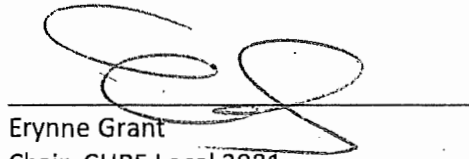


Barb Severyn  
Executive Director, Human Resources

**On Behalf of the Union**



Loree Wilcox  
CUPE National Servicing Representative



Erynne Grant  
Chair, CUPE Local 2081

## 12.06 Resignation


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

~~(b) An employee failing to give notice without proper cause shall receive termination pay and benefits as provided in the Statutes of the Province of British Columbia. No additional benefit entitlement as provided for in this Agreement shall apply.~~

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

DATED on this 6<sup>th</sup> day of November, 2019 in the City of Victoria, BC.

On Behalf of the Employer

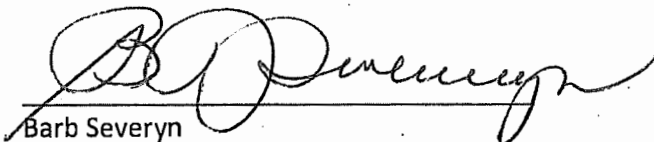


Chris Rawson  
Chief Spokesperson, PSEA

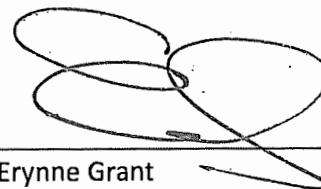
On Behalf of the Union



Keith Todd  
President, CUPE Local 2081



Barb Severyn  
Executive Director, Human Resources





Erynne Grant  
Chair, CUPE Local 2081

## **ARTICLE 14: VACANCIES, PROMOTIONS AND STAFF CHANGES**

### **14.01 Job Postings**

- (a) When a vacancy occurs, or a new position is created, either of which will be for a period of **twelve (12) eight (8)** weeks or longer, or when a part-time position that has been encumbered for a period of less than two (2) continuous years changes to full-time regular status, or when a term position changes to a regular position other than under clause 1.03 (d) (i) and (ii), the College shall notify the Union in writing and post ~~notice of the position on the designated bulletin boards~~ **College's website** for a minimum of five (5) working days. At the same time, but not prior to the above posting, the College may advertise externally for applications.
- (b) An application from ~~an applicant with regular status~~ a regular **employee or a term employee, who has successfully completed their probationary period as of the closing date of the posting,** submitted after the five (5) working day posting period will be included in the competition process whenever possible, but will be considered on the same basis as applicants who lack the required ~~regular~~ status.
- (c) (i) Appointments will not be made, nor applications from other applicants considered, until all applications from regular employees and **term employees, who have successfully completed their probationary period as of the closing date of the posting,** have been fully processed, considered and the qualified regular **and eligible term applicants,** have been granted an interview. Consideration of the applications from other applicants will also be deferred until all regular **and eligible term** applicants have been verbally advised by the hiring supervisor, of the reason(s) for their unsuitability to fill the posted position. The applicants concerned may request that the reason(s) be given in writing.
- (ii) Regular **and term** employees may apply for another posted position within their probationary period **providing a leave of absence is not required to accept the other posted position. Employees applying for another posted position within their probationary period** but will be considered on the same basis as applicants who lack regular ~~the required~~ status.
- (d) When a position of less than **twelve (12) eight (8)** weeks duration is to be extended past the **twelve (12) eight (8)**-weeks, the College shall post the position. The posting requirement may be waived with the mutual agreement of the College and the Union.
- (e) **Notwithstanding Article 14.01(d) a vacancy arising from the replacement of an employee on sick leave shall only be posted when there is a medical prognosis for the return of the ill or injured employee that is twelve (12) weeks or longer in duration.**
- (f) Job postings shall contain the job description provided pursuant to Article 24 and Article 25.

### **14.02 Information in Postings**

- (a) ~~Such notice~~ **Postings** shall contain the following information:
- nature of position;
  - qualifications, required knowledge, education and skills;
  - shift, wage rate and range; **and**
- 
- 

- the department of the College in which the position is available; and
  - ~~whether the position is an established one and if so, the name of the incumbent.~~
- (b) Such qualifications, required knowledge, education and skills shall be those necessary to perform the job functions and may not be established in an arbitrary or discriminatory manner. All job postings shall state "the College is an equal opportunity Employer".

#### **14.04 Internal Applications to Term Positions**

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

#### **14.05 Trial Period for Successful Applicants From Within the Bargaining Unit**

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

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

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

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

- (i) ~~he~~ a regular employee shall be returned to ~~his~~ their former position and wage rate without loss of seniority. Any other employees promoted or transferred because of the rearrangement of positions shall also be returned to their former positions and wage rate and without loss of seniority.
- (ii) a term or casual applicant shall return to their previous status without loss of seniority and be eligible to apply for other posted positions or casual assignments, as applicable.
- (c) ~~Under special circumstances and with the mutual agreement of the College and the Union,~~ Where necessary, the trial period in a position may be extended by the College for a period not exceeding two (2) months.

*OK. and with the mutual agreement of the College and the Union OK.*



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

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

#### **14.06 Notification to Employee and Union**

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

#### **14.07 Interview Panels**

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

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

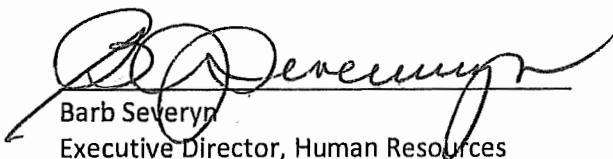
**Note:** With the inclusion of the language in 14.01(e) the Parties agree to delete Letter of Understanding # 6 Sick Leave Replacement.

DATED on this 6<sup>th</sup> day of November, 2019 in the City of Victoria, BC.

On Behalf of the Employer



Chris Rawson  
Chief Spokesperson, PSEA

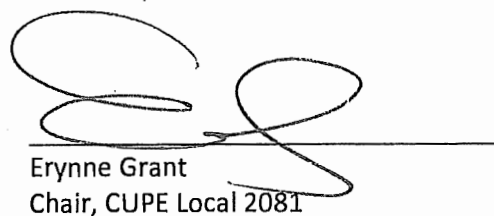


Barb Severyn  
Executive Director, Human Resources

On Behalf of the Union



Keith Todd  
President, CUPE Local 2081



Erynne Grant  
Chair, CUPE Local 2081

## **ARTICLE 15: LAYOFFS AND RECALLS**

### **15.02 Role of Seniority in Layoffs**

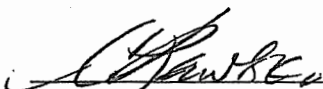
- (a) Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their bargaining-unit-wide seniority, providing that the retained employees are able to perform the available work.
- (b) The layoff process will occur in accordance with the Appendix "A" - Layoff/Recall Policy and Procedures. In no case may this policy override a right or condition outlined within this Collective Agreement.

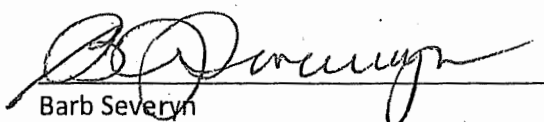
### **15.03 Recall Procedure**

- (a) Employees shall be recalled in the order of their seniority, providing that they are able to perform the available work.
- (b) An employee on layoff may apply for any position posted during ~~his~~ their layoff period with full confidence that ~~his~~ their application will receive the same consideration as that provided for all regular applicants.
- (c) It shall be the responsibility of the employee to keep the College informed of ~~his~~ their current address. An employee recalled for employment of less than one (1) month at a time when ~~he~~ the employee is employed elsewhere shall not lose ~~his~~ recall rights for refusal to return to work.

DATED on this 28<sup>th</sup> day of October, 2019 in the City of Victoria, BC.

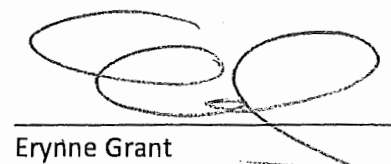
**On Behalf of the Employer**

  
Chris Rawson  
Chief Spokesperson, PSEA

  
Barb Severin  
Executive Director, Human Resources

**On Behalf of the Union**

  
Loree Wilcox  
CUPE National Servicing Representative

  
Erynne Grant  
Chair, CUPE Local 2081

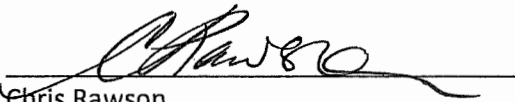
## **ARTICLE 16: HOURS OF WORK**

### **16.01 Work Day**

- (b) The regular work day for ~~f~~Facilities ~~s~~Services staff shall consist of not more than seven and one-half (7½) consecutive hours per day and not less than two (2) hours per day.
- (e) Only staff in Facilities Services and ~~Computing~~ **Information Technology** Services may be required to work between 11:00 p.m. and 7:00 a.m.

DATED on this 28<sup>th</sup> day of October, 2019 in the City of Victoria, BC.

On Behalf of the Employer



Chris Rawson  
Chief Spokesperson, PSEA

On Behalf of the Union



Loree Wilcox  
CUPE National Servicing Representative



Barb Severyn  
Executive Director, Human Resources



Erynne Grant  
Chair, CUPE Local 2081

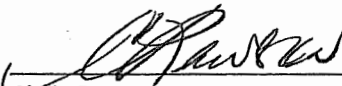
**ARTICLE 16: HOURS OF WORK**

**16.06 Modified Work Week Program**

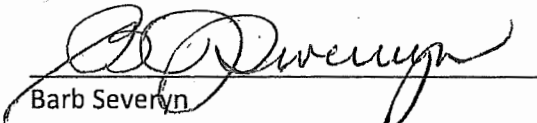
- (a)
- (i) Participation in the Modified Work Week Program requires the agreement of the work group manager and all the majority of employees in the work group.

DATED on this 28<sup>th</sup> day of October, 2019 in the City of Victoria, BC.

On Behalf of the Employer

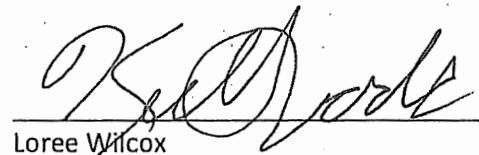


Chris Rawson  
Chief Spokesperson, PSEA

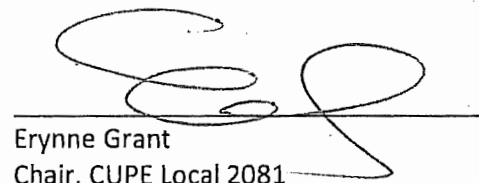


Barb Severn  
Executive Director, Human Resources

On Behalf of the Union



Loree Wilcox  
CUPE National Servicing Representative



Erynne Grant  
Chair, CUPE Local 2081

## **ARTICLE 17: OVERTIME**

### **17.04 Call-out Provisions**

- (a) Where an employee has left after ~~his~~ their regular work day, and prior arrangements for ~~him~~ the employee to work overtime have not been made and the employee is called back for work, ~~he~~ the employee shall receive a minimum of three (3) hours overtime.
- (b) Where an employee has not left after ~~his~~ their regular work day and is requested to remain after ~~his~~ the employee's regular working hours, or if prior arrangements have been made for ~~his~~ the employee's reporting back at a specific time, ~~this~~ the call-out provision in Clause 17.04 (a) shall not apply.
- (c) One (1) hour of pay at regular rates shall be paid to any employee, designated as an emergency contact by their supervisor, who receives an authorized work related inquiry while off shift. Applications for reimbursement under this clause must be approved by the appropriate supervisor.
- (d) Whenever possible, the supervisor will ensure that call-out opportunities are shared equally amongst all qualified employees.

### **17.06 Rest Interval**

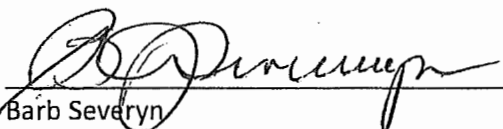
An employee required to work overtime beyond ~~his~~ their regular shift shall be entitled to ten (10) clear hours between the end of the overtime worked and the start of ~~his~~ the employee's next scheduled shift. If ten (10) clear hours are not provided, overtime rates shall apply to all hours worked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

DATED on this 28<sup>th</sup> day of October, 2019 in the City of Victoria, BC.

**On Behalf of the Employer**



Chris Rawson  
Chief Spokesperson, PSEA

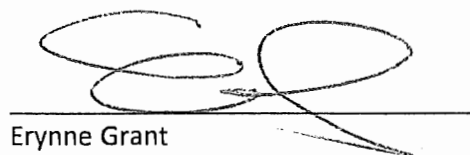


Barb Severyn  
Executive Director, Human Resources

**On Behalf of the Union**



Loree Wilcox  
CUPE National Servicing Representative



Erynne Grant  
Chair, CUPE Local 2081

## **ARTICLE 20: ANNUAL VACATIONS**

### **20.01 Annual Vacation Entitlement**

- (a) All employees shall be entitled to an annual vacation in each year of service to the College as follows:
  - (i) Fifteen (15) working days per annum during the employee's first five (5) years of continuous service or six percent (6%) of gross pay per annum.
  - (ii) Twenty (20) working days per annum after the employee's fifth (5th) year of continuous service or eight percent (8%) of gross pay per annum.
  - (iii) One (1) additional working day for each year of continuous service over ten (10) years up to a maximum of five (5) such additional days.
  - (iv) Thirty (30) working days after twenty-five (25) years of continuous service or twelve percent (12%) of gross pay per annum.
- (b) (i) Employees who are entitled to an annual vacation of at least fifteen (15) working days will be required to take two (2) continuous vacation periods of at least five (5) days each in duration each year.
- (ii) Employees may access vacation entitlement in one (1) hour or in one half (1/2) day increments with prior approval of their supervisor.
- (c) For purposes of calculation, vacation adjustments will occur on January 1st of each year. Employees who work less than twelve (12) months each year may be paid vacation pay at the appropriate percent rather than receive days. Upon termination, adjustments for unused or over-used vacation entitlement will be made to the employee's final pay. salary.
- (d) The College recognizes the period April 16th to August 15th as prime vacation time. All vacations will be scheduled by mutual agreement in writing between the employee and the College. Such agreement shall not be unreasonably withheld.
- (e) Employees engaged on a part-time basis shall be entitled to annual vacation entitlement on a prorata basis.
- (f) All employees shall be entitled to a one time long service vacation after the tenth (10th), fifteenth (15th) and twentieth (20th) year of service to the College of five (5), ten (10) and fifteen (15) working days respectively. All long service entitlement vacations must be taken before the employee's next anniversary date, taken all at one time and at a time mutually acceptable to the employee and the College. The entitlement to the long service vacation grant is based on the employee's workload during the anniversary year.
- (g) Employees on paid leaves for sickness and/or workers' compensation will earn vacation entitlement only on the first six (6) months of the leave.

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## 20.02 Vacation Carry Over

- (a) With the approval of the College employees may carry over up to ten (10) days of their annual vacation entitlement into their next vacation year. Application for vacation carry over shall be made using the Vacation Carry Over Request Form. Approval will not be unreasonably withheld.
- (b) Any vacation carried over must be used in the calendar year following the year in which the vacation was accumulated.
- (c) (i) Each February, the College or designate shall notify the employees in their department of their annual vacation entitlements. Employees will also be notified in October of any unused vacation remaining.
- (ii) Where the College or designate directs the employee to work, such that the employee is unable to take ~~his~~ the employee's full vacation entitlement, the remaining entitlement will be carried forward to the following year. By mutual agreement, such vacation entitlement may be converted to additional pay.

## 20.04 Vacation Pay

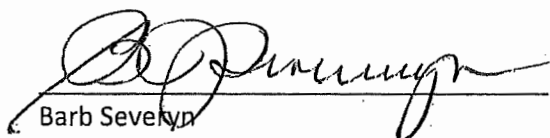
Payment for vacations will be made at an employee's regular rate of pay, except if an employee has been working in a higher paid position than ~~his~~ their regular position for a majority of the sixty (60) working days preceding ~~his~~ the employee's vacation, in which case ~~he~~ the employee shall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

DATED on this 28<sup>th</sup> day of October, 2019 in the City of Victoria, BC.

On Behalf of the Employer



Chris Rawson  
Chief Spokesperson, PSEA



Barb Severin  
Executive Director, Human Resources

On Behalf of the Union



Loree Wilcox  
CUPE National Servicing Representative



Erynne Grant  
Chair, CUPE Local 2081

## 20.01 Annual Vacation Entitlement



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

## 20.02 Vacation Selection Principles

- (a) Vacation selection principles are intended to:

- (i) guide the approval of vacation scheduling,
- (ii) ensure that employees take their earned vacation, and
- (iii) recognize the responsibilities of managers as they strive to meet the needs of individual employees and their work units.

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

- (i) Departments will post and advise employees of periods of time that staffing level requirements may limit vacation approvals.
  - (ii) Employee applications for vacations made prior to February 28<sup>th</sup> of each year shall be given preference in order of seniority. Applications for vacation made after February 28<sup>th</sup> will be on a first-come-first-serve basis only.
  - (iii) The supervisor when applicable will post vacation schedules advising of conflicting dates and the workgroup will try to resolve conflicts within itself by no later than five working days after February 28<sup>th</sup>.
  - (iv) If there is no informal consensus at the workgroup level to resolve conflicts, supervisors will resolve conflicts through the application of seniority as per Clause 20.03.
  - (v) Written confirmation of approved vacation will be sent to employees within ten (10) working days of February 28<sup>th</sup> or when submitted in order to allow as much time for vacation planning as possible.
  - (vi) Employees are encouraged to discuss unusual or short notice vacation requests with their supervisors and to refrain from making definite travel plans in advance of receiving written confirmation of their approved vacation.
- 
- 



### **20.03 Vacation Carry Over**

- (a) With the approval of the College employees may carry over up to ten (10) days of their annual vacation entitlement into their next vacation year. Application for vacation carry over shall be made using the Vacation Carry Over Request Form. Approval will not be unreasonably withheld.
- (b) Any vacation carried over must be used in the calendar year following the year in which the vacation was accumulated.
- (c) (i) ~~By the end of e~~Each February, the College or designate shall notify the employees' in their department of their annual vacation entitlements will be available online for the employee to view. By the end of eEach October, employees' will also be notified in October of any unused vacation remaining balance will also be available online for the employee to view.
- (ii) Where the College or designate directs the employee to work, such that the employee is unable to take his the employee's full vacation entitlement, the remaining entitlement will be carried forward to the following year. By mutual agreement, such vacation entitlement may be converted to additional pay.


### **20.05 ~~Approved Leave of Absence With Pay Sick Leave During Vacations~~**

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

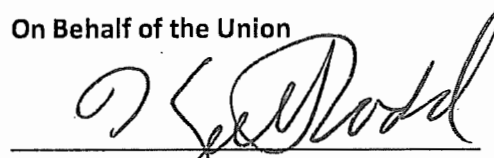
**Note:** With the inclusion of the language in 20.02 Vacation Selection the Parties agree to delete Letter of Understanding # 3 Vacation Selection.

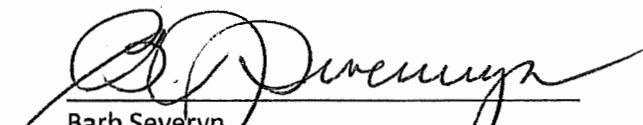
DATED on this 6<sup>th</sup> day of November, 2019 in the City of Victoria, BC.


On Behalf of the Employer

  
Chris Rawson  
Chief Spokesperson, PSEA

On Behalf of the Union

  
Keith Todd  
President, CUPE Local 2081

  
Barb Severyn  
Executive Director, Human Resources

  
Erynne Grant  
Chair, CUPE Local 2081

## **ARTICLE 21: SICK LEAVE PROVISIONS**

### **21.03 Employees to Inform College**

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

### **21.04 Sick Leave Report**

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

### **21.05 Family Illness**

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


### **21.06 Ineligible For Sick Leave**

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

### **21.07 Sick Leave Records**

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

### **21.08 Medical and Dental Appointments**

- (a) ~~An eEmployee~~ shall consult with ~~his~~ their supervisor in arranging for medical and dental appointments. If necessary, proof of an appointment shall be given to the employee's supervisor. Every effort shall be made to arrange appointments so as not to conflict with regular working hours.
  - (b) When it is not possible to schedule the medical or dental appointment outside working hours regular employees shall be granted a leave of absence with pay to a maximum of two (2) hours to attend the appointment.
  - (c) Medical appointments shall include appointments with psychologists, chiropractors and physiotherapists.
- 

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

**21.09 Payment for Unused Sick Leave on Retirement**

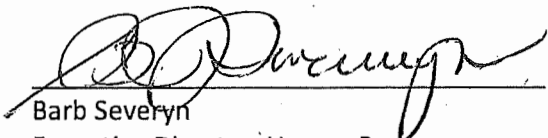
- (a) Only those employees with accrued unused sick leave as of December 31, 2003 shall have access to (b) below.
- (b) Employees with ten (10) or more years of service shall be entitled to receive either a cash payment or to use the sick leave to retire early to a maximum of fifty percent (50%) of the accrual upon reaching retirement age (as defined in the Pension (Municipal) Act based on the employee's average rate of pay as defined in the ~~P~~Pension ~~a~~Act. Calculation of the duration of the early retirement period and/or the cash value of accrued sick leave entitlement shall be based on the employee's salary rate as at December 31, 2003.

DATED on this 28<sup>th</sup> day of October, 2019 in the City of Victoria, BC.

**On Behalf of the Employer**

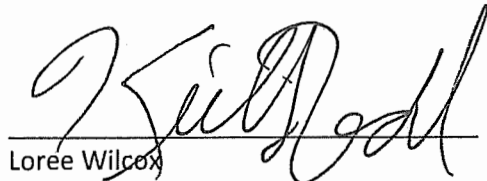


Chris Rawson  
Chief Spokesperson, PSEA

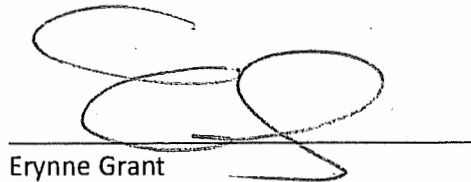


Barb Severyn  
Executive Director, Human Resources

**On Behalf of the Union**



Loree Wilcox  
CUPE National Servicing Representative




Erynne Grant  
Chair, CUPE Local 2081

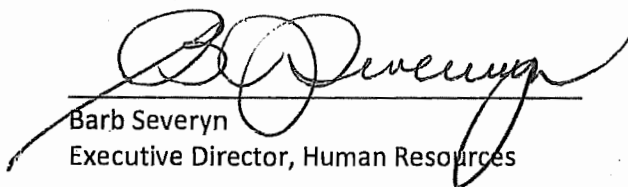
**21.09 Payment for Unused Sick Leave on Retirement**

- (a) Only those employees with accrued unused sick leave as of December 31, 2003 shall have access to the benefits in ~~(b)~~ this Clause below.
- (b) Employees with ten (10) or more years of service shall be entitled to receive either:
  - (i) a cash payout, or
  - (ii) to use sick leave to retire early to a maximum of fifty (50%) of the accrual upon reaching retirement age (as defined in the Pension (Municipal) Act) based on the employee's average rate of pay as defined in the Pension Act.
- (c) In the event of the death of an employee with ten (10) or more years of service, the College will pay fifty (50%) of the accrual to the employee's designated beneficiary as indicated in the group life insurance policy, unless otherwise indicated in writing. For greater clarity, this applies to active employees, employees on approved leaves, including WorkSafe BC and "own occupation" disability claims and those on layoff during their recall period.
- (d) Calculation of the duration of the early retirement period and/or the cash value of the accrued sick leave entitlement shall be based on the employee's salary rate as at December 31, 2003.


DATED on this 6<sup>th</sup> day of November, 2019 in the City of Victoria, BC.


On Behalf of the Employer

  
Chris Rawson  
Chief Spokesperson, PSEA

  
Barb Severyn  
Executive Director, Human Resources

On Behalf of the Union

  
Keith Todd  
President, CUPE Local 2081

  
Erynne Grant  
Chair, CUPE Local 2081

## **ARTICLE 22: LEAVE OF ABSENCE**

### **22.01 For Union Business**

- (a) The Union will provide in advance a list of all members authorized to conduct Union business. ~~Such~~ **Leave for such members** will be for, but not limited to, reactive responses to grievances, attendance at meetings of College committees, participation in negotiations and arbitrations.
- (b) Not more than three (3) officers and Union representatives on joint committees shall be entitled to leave their work during working hours in order to carry out their responsibilities directly relating to the work situation at the College, except for Education Council, grievance and negotiating committees which may have up to four (4) representatives from the Union.
- (c) Wherever possible, the requirements for time off shall be scheduled by the Union officer or representative to occur during slower work periods so as to minimize the disruption to the College's operation.
- (d) Permission to leave work during working hours for ~~such~~ **the purposes described above** shall first be obtained from the immediate supervisor. Such permission shall not be unreasonably withheld. Time taken as leave from the job under this clause will not be required to be made up.
- (e) Time off with pay, at Union expense, shall be granted to delegates of the Union to participate in Union activities. Application for approval of such leave shall be made to the appropriate supervisor at least ten (10) working days prior to the intended leave whenever possible. Approval will normally only be granted to one member of any College service area at any one time unless staffing allows for greater representation. The College will invoice the Union for total salaries and benefits paid in respect of the time the employees were away on Union business no earlier than the first day of the month following the month when the leave was taken.

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

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

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

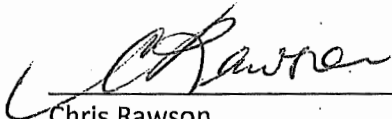


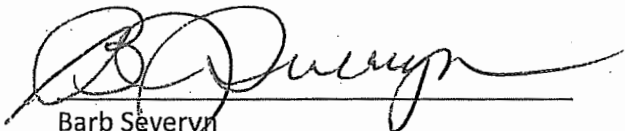
**22.12 Leave of Absence for Full-Time Union or Public Duties**

- (a) If nominated as a candidate for election, an employee shall be granted leave without pay to engage in the election campaign. If not elected, the employee shall be allowed to return to his/her the employee's position at the College.
- (b) If elected, the employee shall be granted, upon written request, leave of absence without pay as follows:
  - (c)
    - (i) An employee elected or appointed to a full-time position with the Union or any body which the Union is affiliated shall be granted leave of absence from her the employee's current position without loss of seniority for a period of up to two (2) years;
    - (ii) Leave from her the employee's current, or equivalent position, shall be extended for up to two (2) additional years on request during her the employee's elected term of office.

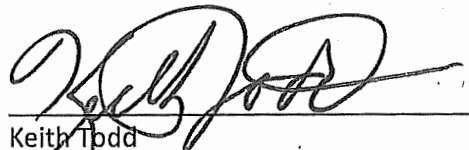
*see 18<sup>th</sup> November*  
DATED on this 28<sup>th</sup> day of October, 2019 in the City of Victoria, BC.

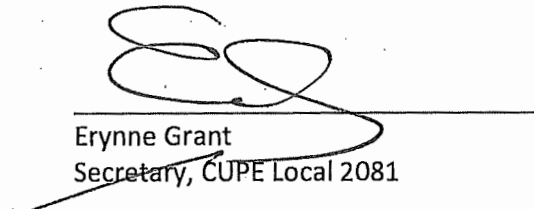
**On Behalf of the Employer**

  
Chris Rawson  
Chief Spokesperson, PSEA

  
Barb Sevryn  
Executive Director, Human Resources

**On Behalf of the Union**

  
Keith Todd  
President, CUPE Local 2081

  
Erynne Grant  
Secretary, CUPE Local 2081  
*CHAIR*

## **ARTICLE 23: PAYMENT OF WAGES AND ALLOWANCES**

### **23.01 Pay Days**

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

### **23.02 Equal Pay for Work of Equal Worth Value**

Employees shall receive equal pay for work of equal value.

### **23.03 Rate of Pay on Promotion**

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

### **23.04 Payment for Temporary Relief in Higher Category**

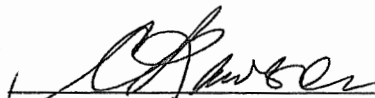
When an employee is assigned in writing to temporarily relieve in or perform the principal duties of a higher pay position that employee shall be paid at the following rate:

- (a) For relief within the bargaining unit:
  - (i) The higher of seven and one-half percent (7½%) of ~~his~~ the employee's current rate of pay or the salary for Step A of the appropriate pay grade for the position.
  - (ii) When the higher pay position is to continue for a period longer than three (3) months, it shall be considered a term position and will be posted. With mutual agreement from the College and the Union the relief assignment may be extended without a posting.
- (b) For relief outside the bargaining unit:
  - (i) Fifteen percent (15%) higher than ~~his~~ the employee's current rate of pay and no overtime entitlement can be accumulated during the relief period.

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


DATED on this 28<sup>th</sup> day of October, 2019 in the City of Victoria, BC.


On Behalf of the Employer

  
Chris Rawson  
Chief Spokesperson, PSEA

On Behalf of the Union

  
Loree Wilcox  
CUPE National Servicing Representative

  
Barb Severn  
Executive Director, Human Resources

  
Erynne Grant  
Chair, CUPE Local 2081



## **ARTICLE 26: GROUP BENEFITS**

### **26.01 Health and Welfare Benefits**

#### **(a) Extended Health Benefits**

1. Total lifetime coverage level will be unlimited.
2. Hearing aid benefit claims will be to a maximum of \$600 every five years.
3. Vision care benefit claims will be to a maximum of \$250 every two years.
4. ~~Eligible employees will be entitled to be reimbursed to a total of seventy five dollars (\$75) every two (2) years for vision exams. Effective January 1, 2016, e~~Eligible employees will be entitled to be reimbursed a total of one hundred dollars (\$100) every two (2) years for vision exams.

#### **~~(b) BC Provincial PharmaCare Formulary~~**

~~Prescription drug reimbursements will only be issued for those prescription drugs that are included under the BC Provincial PharmaCare Formulary.~~

#### **(b) Dental Plan**

~~Amendment of Plan A that includes revision of dental recall exams (polishing, application of fluoride and recall) to once every nine months except dependent children (up to age 19) and those with dental problems as approved by the Plan. Implementation of this amendment considers that the next recall will be nine months from the last recall.~~

#### **(c) Benefit Entitlement for Part-time Regular Employees**

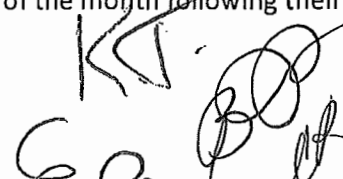
Part-time employees with regular appointments of at least 17.5 hours per week (35 hours bi-weekly) will be entitled to group life insurance, extended health, dental and medical benefits as set out in the local collective agreement.

#### **(d) Benefits for Regular Recurring Employees on Layoff**

- (1) Employees who elect not to participate in the group benefit plan may, on a one-time basis with the carrier's approval, elect to participate in the plan.
- (2) Employees who elected not to participate in the plan because they had alternate coverage through a spouse may elect to join the plan if the alternate coverage is lost.

### **26.02 ~~M.S.P.~~ and Extended Health**

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



### 26.03 Dental Plan

All regular employees shall be eligible to participate in the College's dental plan upon the completion of their probationary period. The College shall pay one hundred percent (100%) of the premium costs for full-time employees. Premium costs will be shared on a prorated basis for part-time employees. The plan shall provide for payment of one hundred percent (100%) of costs for items listed under Plan A; seventy-five percent (75%) of costs for items under Plan B and fifty percent (50%) for items listed under Plan C of the Manulife Plan to a maximum of ~~two~~ three thousand dollars (\$~~23,000.00~~). ~~Effective January 1, 2018, the maximum for items listed under Plan C shall be increased to three thousand dollars (\$3000.00).~~ All eligible employees with appointments of half time or more must participate in the plan unless the employee is covered by another dental plan. Participation in the plan by eligible employees with appointments of less than half time shall be optional.

### 26.04 Worksafe BC

- (a) Where an employee is on a claim recognized by WorkSafe BC, the employee shall be entitled to leave at his the employee's regular rate of pay up to a maximum of six (6) months per claim. An employee shall continue to accrue seniority and shall be maintained on College paid benefit plans during the leave. Vacation shall be earned during the first six (6) months of the leave only.
- (b) After the first six (6) months, compensation payments from WorkSafe BC will be sent directly to the employee. All employee benefit premiums normally paid by the College shall continue during this leave.

### 26.05 Group Life Insurance

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

~~Effective January 1, 2019 — benefits are payable on the basis of one (1) time of annual salary rate rounded to the next higher \$1,000.00, or twenty-five thousand dollars (\$25,000.00), whichever is greater. [relocated at top]~~

### 26.08 Group Disability Insurance

- (a) The College will pay the costs of a group disability insurance plan that provides a benefit level at one hundred percent (100%) for the first thirty (30) calendar days, short term disability benefits at seventy percent (70%) weekly indemnity for the next twenty-one (21) weeks, and

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long term disability benefits at seventy percent (70%) of the employee's gross monthly salary as defined on the basis of two (2) year own occupation and any other occupation thereafter.

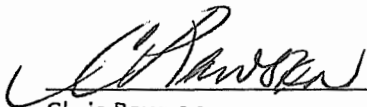
- (b) Enrollment in the plan is mandatory for all regular employees with a workload of fifty percent (50%) or greater.
- (c) Regular employees who work less than a fifty percent (50%) workload shall be entitled to the same College provided sick leave for the first thirty (30) days for any single illness or injury as other regular employees. The provisions of the Short Term and Long Term disability plans bar such employees from participating.
- (d) For the length of time that the disability carrier covers an employee's disability claim under "own occupation" protection, an employee shall accrue seniority, retain the right to return to the same or equivalent position, and shall be entitled to all rights and benefits under this Collective Agreement. All ~~Employee's~~ extended health and dental benefits, ~~including pension,~~ shall continue to be paid by the College while the employee is disabled. Where an employee chooses to apply to purchase pensionable service for the period of their short term disability, the College will pay its portion of pension contributions, subject to applicable pension regulations. Employees no longer covered by the "own occupation" protection (normally a maximum of two (2) years) shall no longer accumulate seniority, be eligible to participate in College benefit plans, or have a position saved for them at the College. Pensionable service time will continue to accrue in accordance with the Municipal Pension Act.
- (e) An employee who is no longer deemed disabled under the provisions of the disability income maintenance programme shall be placed in ~~his/her~~ the employee's former position with the College or equivalent, provided medical evidence indicates ~~he~~ the employee is able to perform the work. An employee who is no longer receiving Long Term Disability benefits, but who is not able to return to ~~his~~ their former position (or equivalent), will maintain regular status for a period of one (1) year for purposes of applying for posted vacancies and staff development funds only. In order to assist such an employee in a retraining process, the Labour/Management Cooperation Committee may exceed the individual maximum funding allowed under the staff development guidelines. This may include funding for career counselling.



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

DATED on this 25th day of November, 2019 in the City of Victoria, BC.

On Behalf of the Employer



Chris Rawson  
Chief Spokesperson, PSEA

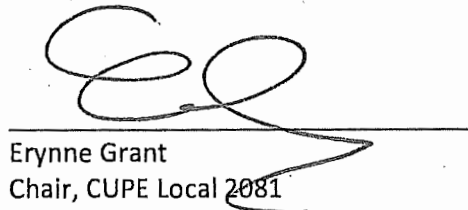
On Behalf of the Union



Keith Todd  
President, CUPE Local 2081



Barb Severin  
Executive Director, Human Resources



Erynne Grant  
Chair, CUPE Local 2081

## **ARTICLE 29: JOB SECURITY**

### **29.01 Contracting Out**

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


### **29.02—Additional Limitation on Contracting Out**

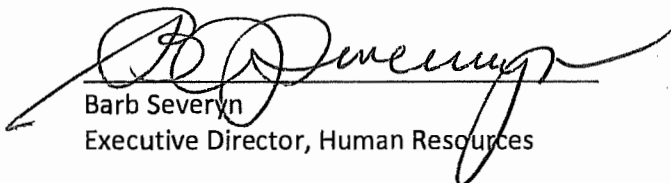
- (b) In addition to, and without limiting any provision in the Collective Agreement, the College will not contract out any work presently performed by employees covered by this ~~e~~Collective ~~a~~Agreement which would result in the layoff of such employees, including a reduction in assigned workload.
- (c) The College ~~to~~ **will** provide, upon request of the Union, copies of all purchase service agreements to the Bargaining Unit President/Chairperson and ~~to~~ **will** discuss the contracts that are of concern to the Union. The Parties recognize the obligations of the College under the Freedom of Information and Protection of Privacy legislation and agree to maintain confidentiality of all private information in these contracts.
- (d) **The Union and the College agree to identify areas where contracted out work could subsequently be performed by bargaining unit employees. Such opportunities will be referred to the Labour Management Cooperation Committee for consideration.**

NOTE: With these changes, the Parties agree to delete Letter of Understanding #1 re: Contracting Out

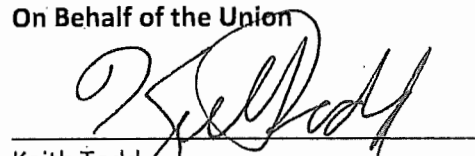
DATED on this 6<sup>th</sup> day of November, 2019 in the City of Victoria, BC.

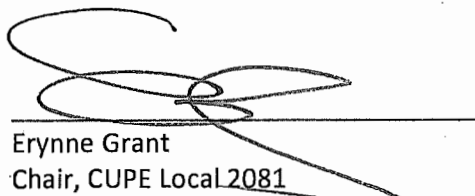
**On Behalf of the Employer**

  
Chris Rawson  
Chief Spokesperson, PSEA

  
Barb Severyn  
Executive Director, Human Resources

**On Behalf of the Union**

  
Keith Todd  
President, CUPE Local 2081

  
Erynne Grant  
Chair, CUPE Local 2081

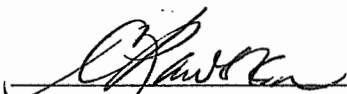
## **ARTICLE 31: GENERAL CONDITIONS**

### **31.05 Indemnity**

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

DATED on this 28<sup>th</sup> day of October, 2019 in the City of Victoria, BC.

**On Behalf of the Employer**

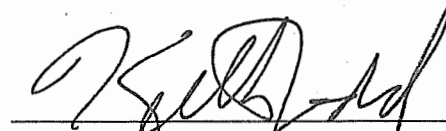


Chris Rawson  
Chief Spokesperson, PSEA

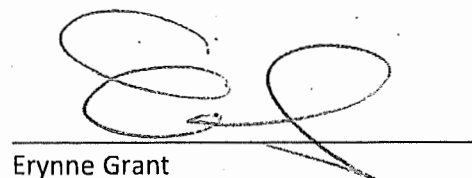


Barb Severyn  
Executive Director, Human Resources

**On Behalf of the Union**



Loree Wilcox  
CUPE National Servicing Representative



Erynne Grant  
Chair, CUPE Local 2081

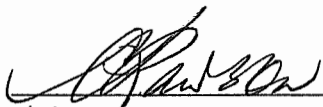
**ARTICLE 33: GENERAL**

**33.01 Plural, Masculine or Feminine Terms May Apply**

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

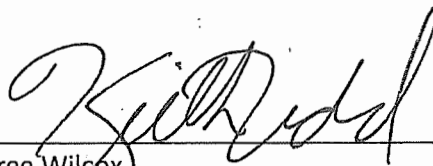
DATED on this 28<sup>th</sup> day of October, 2019 in the City of Victoria, BC.

**On Behalf of the Employer**

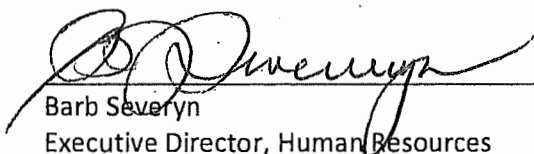


Chris Rawson  
Chief Spokesperson, PSEA

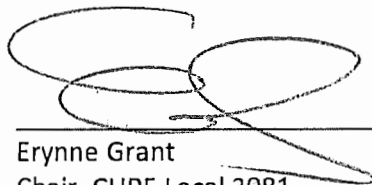
**On Behalf of the Union**



Loree Wilcox  
CUPE National Servicing Representative



Barb Severyn  
Executive Director, Human Resources



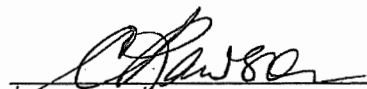
Erynne Grant  
Chair, CUPE Local 2081

**LETTER OF AGREEMENT #4 Re: Benefits for Regular Recurring Employees on Layoff**

Renew

DATED on this 28<sup>th</sup> day of October, 2019 in the City of Victoria, BC.

**On Behalf of the Employer**



Chris Rawson  
Chief Spokesperson, PSEA



Barb Severyn  
Executive Director, Human Resources

**On Behalf of the Union**



Loree Wilcox  
CUPE National Servicing Representative



Erynne Grant  
Chair, CUPE Local 2081



**LETTER OF AGREEMENT (New)**

**Between**

**Camosun College**

**And**

**CUPE Local 2081**

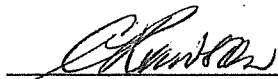
**Re: Medical Services Plan (MSP)**

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

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

DATED on this 25th day of November, 2019 in the City of Victoria, BC.

**On Behalf of the Employer**

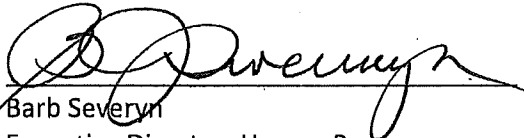


Chris Rawson  
Chief Spokesperson, PSEA

**On Behalf of the Union**



Keith Todd  
President, CUPE Local 2081



Barb Severyn  
Executive Director, Human Resources



Erynne Grant  
Chair, CUPE Local 2081

## **LETTER OF UNDERSTANDING**

**Between**

**Camosun College**

**And**

**CUPE Local 2081**

### **RE: ECE Wage Enhancement**

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

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

- 1) Contingent on the institution receiving the funding through this program, eligible ECE employees in the following positions in Child Care Services will receive the ECE Wage Adjustment of \$1.00 per hour (up to a maximum of 195 hours per month):
  - Early Childhood Educator
  - Infant and Toddler Educator
  - Special Needs Educator
- 2) To be eligible, employees must:
  - a) hold a valid Early Childhood Educator, Infant and Toddler Educator, and/or Special Needs Educator certification issued by the BC ECE Registry;
  - b) be an ECE in good standing with the BC ECE Registry;
  - c) be a front-line ECE directly employed on a full or part-time/casual basis who spends 50% or more of their working time in direct care of children; and
  - d) sign a written consent form that confirms their knowledge, consent and authorization for Camosun College to provide their full name, ECE Registration #, ECE certificate expiry date, their wage, and total number of hours worked to the Province of BC.

Handwritten signature and initials in the bottom right corner of the document.

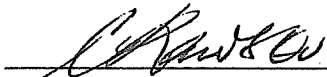
- 3) Should the institution no longer be in receipt of the funding through this program, the program ceases, or should the employee no longer hold an eligible certification and/or be in good standing with the BC ECE Registry, then the ECE Wage Enhancement will also cease.

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

This amendment is in effect for the 2019-2022 term of the Collective Agreement between Camosun College and CUPE Local 2081 and will remain in effect until its renewal.

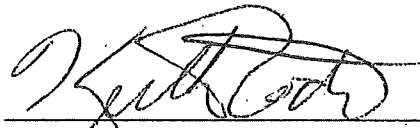
DATED on this 25th day of November, 2019 in the City of Victoria, BC.

**On Behalf of the Employer**



Chris Rawson  
Chief Spokesperson, PSEA

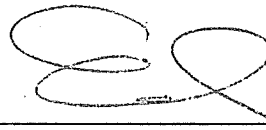
**On Behalf of the Union**



Keith Todd  
President, CUPE Local 2081



Barb Severn  
Executive Director, Human Resources



Erynne Grant  
Chair, CUPE Local 2081

**LETTER OF AGREEMENT #9**  
between  
**CAMOSUN COLLEGE**  
and  
**CANADIAN UNION OF PUBLIC EMPLOYEES**  
**LOCAL NO. 2081**


**Re: Special Employment Program**

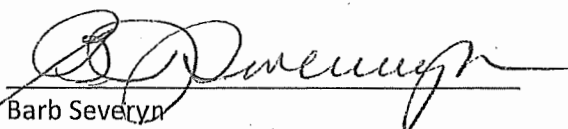
The College and the Union agree that notwithstanding provisions of the Collective Agreement between the parties the following terms and conditions will apply to the Special Employment Program to provide supported employee opportunities at the College through organizations such as Garth Homer:

1. Up to four (4) positions may be established for this program and the employee participating in this program will be a full member of CUPE Local 2081 with all the rights and privileges of the Collective Agreement.
2. Work hours will generally be two (2) to four (4) hours per day and will not exceed twenty (20) hours per week.
3. The employee will be paid at Pay Grade 1 of the CUPE salary scale.
4. The Bookstore will continue to sponsor at least one (1) of the positions as outlined in the job description provided at the February 2, 2006 LMCC meeting. The other positions may be sponsored by Facilities Services, Ancillary Services or other areas of the College where it can be supported operationally.
5. No placements will take the place if any CUPE member in the department is on lay-off, nor will any CUPE member be displaced or have their hours reduced through a Special Employment placement.
6. This Letter of Agreement will remain in effect until the date of ratification of the Memorandum of Agreement that renews the 2014-2019 2019-2022 Camosun/CUPE Collective Agreement.

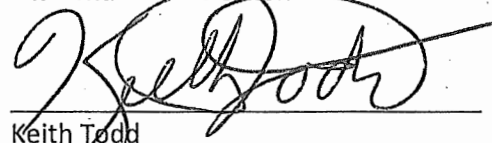
DATED on this 16th day of December, 2019 in the City of Victoria, BC.

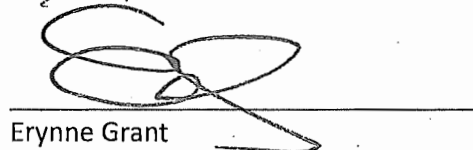
On Behalf of the Employer

  
Chris Rawson  
Chief Spokesperson, PSEA

  
Barb Severyn  
Executive Director, Human Resources

On Behalf of the Union

  
Keith Todd  
President, CUPE Local 2081

  
Erynne Grant  
Chair, CUPE Local 2081

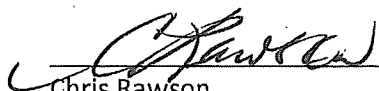
**LETTER OF UNDERSTANDING #11 Re: Memorandum of Understanding on the Economic Stability Dividend**

Delete

DATED on this 16th day of December, 2019 in the City of Victoria, BC.

On Behalf of the Employer

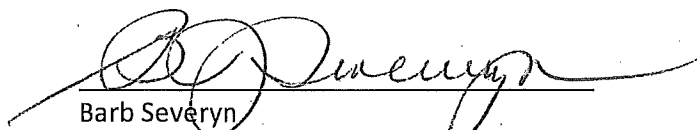
On Behalf of the Union



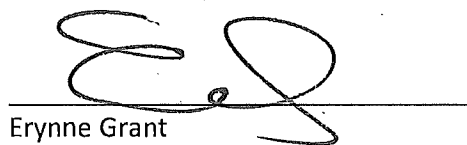
Chris Rawson  
Chief Spokesperson, PSEA



Keith Todd  
President, CUPE Local 2081



Barb Severyn  
Executive Director, Human Resources



Erynne Grant  
Chair, CUPE Local 2081

LETTER OF AGREEMENT (New)

Between

CAMOSUN COLLEGE

And

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL NO. 2081

Re: Alternate Transportation Incentive Program

The Parties agree to meet within 12 months following the ratification of the 2019 – 2022 Collective Agreement to discuss and attempt to enter into a Letter of Agreement regarding the implementation of an Alternate Transportation Incentive Program.


The Letter of Agreement will be negotiated by the Labour Management Cooperation Committee and shall be subject to the following parameters:

1. The incentive will be cost-neutral to the employer; and
2. The incentive will only be provided to those employees who decline the parking pass benefit under Article 31.03.

The Letter of Agreement will be subject to ratification by the Parties' principles prior to implementation.


DATED on this 16th day of December, 2019 in the City of Victoria, BC.

On Behalf of the Employer

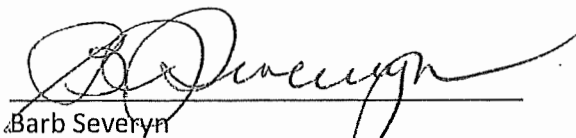


Chris Rawson  
Chief Spokesperson, PSEA

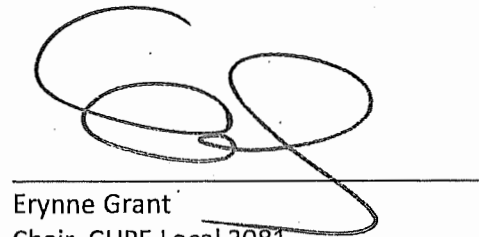
On Behalf of the Union



Keith Todd  
President, CUPE Local 2081



Barb Severyn  
Executive Director, Human Resources



Erynne Grant  
Chair, CUPE Local 2081

LETTER OF AGREEMENT [NEW]  
Between  
CAMOSUN COLLEGE  
And  
CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL NO. 2081

Re: Call-in Process

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

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

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

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

Principles:

The trial Call-in Process is intended to:

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

Trial Process Parameters:

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

1. Where possible, opportunities to be included on a department's Call-In list will be posted to allow the department to recruit and select qualified individuals to perform the job functions of the specific position(s)/classification(s) which may be available for future call-in

*[Handwritten signatures and initials]*


11. Once an on-call assignment is accepted by an individual, such individual cannot cancel their availability for that assignment in order to accept a more favourable call-in assignment which may have arisen after their initial acceptance.
12. Individuals hired to a department's Call-in list shall be subject to probation and trial periods as described in this Collective Agreement.
13. A call-in employee who turns down a call-in opportunity on three (3) occasions within the Call-in trial period without good and sufficient cause, as determined by the exempt manager, will be removed from that call-in list.
14. A call-in employee whose performance is deemed unsatisfactory by their exempt manager will receive reasonable notice of the concern. If an employee's performance remains unsatisfactory for two additional occasions within the trial Call-in period the employee will be removed from the applicable call-in list.
15. Call-in assignment(s) are not eligible towards regularization.
16. Any amendments to the language in the Collective Agreement required as a result of the implementation of this Call-in process will require approval of the Labour Management Cooperation Committee and will be subject to approval and ratification by the Parties' principles.

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

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

DATED on this 16th day of December, 2019 in the City of Victoria, BC.

On Behalf of the Employer

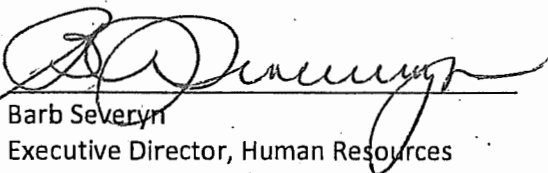


Chris Rawson  
Chief Spokesperson, PSEA

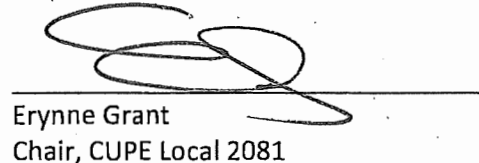
On Behalf of the Union



Keith Todd  
President, CUPE Local 2081



Barb Severin  
Executive Director, Human Resources



Erynne Grant  
Chair, CUPE Local 2081



