

# **COLLECTIVE AGREEMENT**

Between

**CAMOSUN COLLEGE**

And

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL NO. 2081**

**JULY 1, 2002 – JUNE 30, 2005**

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THIS AGREEMENT made and entered into this                      day of                      A. D. 2004

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.

*(Also see the Support Staff Common Agreement, Appendix "B", Article 1 Preamble)\**

*\*Bracketed comments in this font are for the convenience of linking the Local Table and the Support Staff Common Agreement portions which form one Collective Agreement. The comments are for convenience only and are without prejudice to the application, administration or interpretation of the Collective Agreement.*

## **ARTICLE 1: DEFINITIONS OF EMPLOYEES**

### **1.01 Probationary Employees**

- (a) Newly hired full-time continuing employees shall be subject to a six (6) month probationary period. Part-time continuing and term employees will be on probation until nine hundred and thirteen (913) hours paid at straight time rates is accumulated, or until one (1) calendar year of employment is completed, whichever occurs first.
- (b) Under special circumstances and with the mutual agreement of the College and the Union, the probationary period may be extended to a period not exceeding a further three (3) months. Any leave from the position of longer than ten (10) consecutive working days during the probationary period for sick leave, vacation or general leave of absence may extend the probation date by the equivalent length of that leave. Employees who have satisfactorily completed their probation period shall be so advised.
- (c) During the probationary period a probationary employee shall be entitled to all rights and privileges of this Agreement.
- (d) The College may terminate a probationary employee for unsuitability where the employee's performance has been measured against reasonable standards and the assessment carried out fairly and objectively. Each probationary employee shall be informed upon hiring of this provision.
- (e) When a term employee returns to the College within twelve (12) months of the termination of a previous term position, any period of employment in the previous position shall be applied to the probationary period.

### **1.02 Regular Employees**

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

### **1.03 Term Employees**

- (a) “Term Employees” shall be defined as: employees appointed to positions with a specified termination date including those working on a casual or on-call basis and employees appointed to positions with an unspecified termination date due to sick leave replacement of an unspecified duration.

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

- (b) Term employees shall maintain, but not accrue, seniority for one (1) year from their last day worked.
- (c) When a term employee returns to a position of the same classification as that previously held, all time spent in the classification during the previous twenty-four (24) 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 percent (12%) of their basic pay to be paid bi-weekly.

#### **1.04 Part-Time Employees**

Part-time is defined as working less than thirty-five (35) hours per week or thirty-seven and one-half (37½) hours for physical resources staff.

#### **1.05 Defined Positions**

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

### **ARTICLE 2: MANAGEMENT RIGHTS**

#### **2.01 Management Rights**

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

#### **2.02 Non-Discriminatory**

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

#### **2.03 No Other Agreement**

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

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

### **3.01 Bargaining Unit**

The College recognizes the Canadian Union of Public Employees and its Local 2081 as the sole and exclusive collective bargaining agent for all of its employees as certified by the Industrial Relations Council 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.

*(Also see the Support Staff Common Agreement, Appendix "B", Article 2, Bargaining Unit Defined)*

### **3.02 Work of the Bargaining Unit**

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

### **3.03 No Other Agreements**

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

## **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, nor by reason of his membership or activity in the Union, or for any other reason.

#### **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 allegations will be handled in accordance with the procedures outlined in the College's Human Rights Policy. Employees retain full rights to the grievance process and may withdraw from the process outlined in the College's Human Rights Policy at any time after their complaint is filed.
- (c) No information relating to an employee's personal background, lifestyle or mode of dress will be admissible during the policy, grievance or arbitration process.
- (d) The College and the Union agree that all matters arising under this clause shall be handled with all possible confidentiality.

#### **4.03 Definition of Harassment**

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

- (a) Sexual harassment is a type of harassment which emphasizes the sex or sexual orientation of an individual, and includes but is not limited to unwelcome sexual advances, requests for sexual favours and other verbal, written or physical conduct of a sexual nature, whether or not they are accompanied by explicit promises or threats, made by a person who knows or ought reasonably to know that such attention is unwanted, when:
  - (i) submission to such conduct is made either explicitly or implicitly a term or condition of work; or
  - (ii) submission to, or rejection of, such conduct is used in making personnel decisions affecting that individual; or
  - (iii) such conduct has the effect of creating an intimidating, hostile or offensive work environment.
- (b) Personal harassment is a type of harassment characterized by repeated, intentional, offensive comments and/or action deliberately designed to demean and belittle the individual and/or cause personal humiliation.

## **ARTICLE 5: UNION MEMBERSHIP REQUIREMENT**

### **5.01 Union Membership**

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

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

### **6.01 Check-off Payments**

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

### **6.02 Deductions**

- (a) Deductions shall be made from each pay and shall be forwarded to the Treasurer of the Union not later than the fifteenth (15<sup>th</sup>) day of the month, accompanied by a list of names of employees from whose wages the deductions have been made.
- (b) It is further agreed that:
  - (i) a list of names, phone numbers, home address, division, department, campus, job position, pay grade, step of pay grade and employment status will be sent to the Secretary of the Union when requested;
  - (ii) a copy of the letter of appointment to all new employees eligible for Union membership will be submitted to the Union.

### **6.03 Dues Receipts**

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

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

### **7.01 New Employees**

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

### **7.02 New Employee Orientation**

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

## **ARTICLE 8: CORRESPONDENCE**

### **8.01 Correspondence**

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

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

### **9.01 Establishment of Committee**

A Labour/Management Cooperation Committee shall be appointed and consist of not more than three (3) representatives of the College and not more than three (3) representatives of the Union. One representative of the Union shall be the President of the Union. One representative of the Employer will be a member of the College Management Team. The committee shall convene at the request of either party. The date, time and place of such meeting shall be by agreement of the parties and be held within two (2) weeks of said request.

### **9.02 Function of Committee**

The Labour Management 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 scheduled meeting of the committee. Notwithstanding this, the parties may mutually agree to include other items on the agenda on an ad hoc basis.

## **ARTICLE 10: GRIEVANCE PROCEDURE**

### **10.01 Definition of Grievance**

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

### **10.02 Settling of Grievances**

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

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

*(Also see the Support Staff Common Agreement, Appendix "B", Letter of Agreement #1, Joint Implementation Committee)*

### **10.03 Deviation from Grievance Procedure**

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

## **ARTICLE 11: ARBITRATION**

### **11.01 Composition of Board of Arbitration**

- (a) In this Article the term "arbitration board" means a single arbitrator or a three (3) person panel.
- (b) When a party has requested that a grievance be submitted to arbitration and either party has requested that a hearing date be set, a single arbitrator will be assigned. The arbitrator will be appointed by mutual agreement of the parties.
- (c) Notwithstanding Article 11.01 (b), when a single arbitrator has been appointed either party may deliver written notice within ten (10) calendar days of the appointment of the single arbitrator that it chooses to have the matter heard by a three (3) person panel. Both parties shall then have ten (10) calendar days to name their appointee to the three (3) person panel. The single arbitrator appointed pursuant to Article 11.01 (b) shall act as chairperson.

### **11.02 Arbitration Board Procedure**

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

### **11.03 Decision of the Arbitration Board**

- (a) The arbitration board shall render a decision within thirty (30) days of the conclusion of the hearing or the receipt of the written submissions referred to in Article 11.03 (d).
- (b) The decision of the majority of the arbitration board shall be final and binding upon both parties.
- (c) Should the parties disagree as to the meaning of the decision or its implementation, either party may apply to the arbitration board to seek clarification of the decision or assistance in its implementation.
- (d) By mutual agreement the parties may have a grievance determined through written submissions and without a hearing.

### **11.04 Amending of Time Limits**

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

### **11.05 Expenses of the Arbitration Board**

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

### **11.06 Expedited Arbitration**

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

- (e) The parties shall equally share the costs of the fees and expenses of the arbitrator.
- (f) Any time prior to hearing either party may remove a matter from the expedited arbitration process and forward the matter through the arbitration process established pursuant to clause 11. In such an event, time limits shall not act as a bar to the grievance proceeding to arbitration.

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

### **12.01 Burden of Proof**

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

### **12.02 Adverse Report**

- (a) In order to form part of an employee's personnel record at the College, any expression of dissatisfaction concerning an employee's work must be made in writing within ten (10) 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 personal record. 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 two (2) years 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 who may suspend and/or terminate an employee. The employee will receive three (3) 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. 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 to suspend or terminate an employee for just cause.
- (d) All correspondence to and from the College President under this clause shall be copied to the Union.

### **12.04 Right to Have Shop Steward Present**

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

### **12.05 Access to Personnel File**

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

## **12.06 Resignation**

- (a) Notwithstanding the College's need to obtain as much advance notice as possible of an employee's intention to resign from his position, any employee may terminate upon giving the College ten (10) working days written notice of the effective date of resignation. The employee shall receive termination pay and benefits 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.

## **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 absence shall be presumed to have abandoned his 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.

## **ARTICLE 13: SENIORITY**

### **13.01 Seniority Defined**

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

### **13.02 Computation of Seniority**

- (a) All employees shall accrue seniority. Seniority will include all time worked within the bargaining unit unless otherwise specified in this Agreement. Seniority earned to March 31<sup>st</sup> 1982 shall be based on the date of commencement of employment within the bargaining unit. Effective April 1<sup>st</sup> 1982 seniority shall be prorated in accordance with the percentage of time worked.
- (b) Employees who leave the bargaining unit for any length of time to fill a position with the College outside the bargaining unit and then return to the bargaining unit shall retain their seniority excluding that period of service outside the bargaining unit.

### **13.03 Accrual of Seniority**

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

- (a) when an employee in the bargaining unit is participating in a legal work stoppage;
- (b) for the first two (2) years of absence due to long term disability or workers' compensation;
- (c) for the first six (6) months of layoff, maternity leave, general leave without pay, or any combination thereof. Where this clause conflicts with clause 22.06 (d), 22.06 (d) shall prevail.

### **13.04 Loss of Seniority**

An employee shall only lose his seniority in the event:

- (a) he is discharged for just cause and is 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 laid off for a period longer than one (1) year. After the one (1) year period, upon application from the employee that he wishes to retain his 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 employee:

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

An up-to-date seniority list of all employees shall be sent to the Union and posted on all appropriate bulletin boards in January of each year.

## **ARTICLE 14: 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 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 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 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 regular status.
- (c)
  - (i) Appointments will not be made, nor applications from other applicants considered, until all applications from regular employees have been fully processed, considered and the qualified regular applicants have been granted an interview. Consideration of the applications from other applicants will also be deferred until all regular 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 employees shall not be eligible to apply for another posted position within their probationary period except with the mutual consent of the Union and the College.
- (d) When a position of less than eight (8) weeks duration is to be extended past the 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) Job postings shall contain the job description provided pursuant to Article 24 and Article 25.

*(Also see the Support Staff Common Agreement, Appendix "B", Article 6, System-Wide Electronic Job Registry, Article 12, Job Stability)*



#### **14.02 Information in Postings**

- (a) Such notice shall contain the following information:
- nature of position;
  - qualifications, required knowledge, education and skills;
  - shift, wage rate and range;
  - 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 function and may not be established in an arbitrary or discriminatory manner. All job postings shall state “the College is an equal opportunity Employer”.

#### **14.03 Role of Seniority in Promotions and Transfers**

- (a) Both parties recognize:
- (i) the principle of promotion within the service of the College;
  - (ii) that job opportunity should increase in proportion to length of service.

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

- (b) Appointments from within the bargaining unit shall be made within three (3) weeks of the ending of the posting period.

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

To ensure the principle of opportunity and promotion within the College, while maintaining the existing levels of service provided, the College may, at its discretion, permit any regular employee to apply for and be awarded a term position of three (3) months or greater. 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 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**

- (a) A successful applicant from within the bargaining unit shall be placed on a trial period. This period will be two (2) months in length for all positions within pay bands 5 and lower, and four (4) months in length for all positions within pay bands 6 and higher. The trial period for part-time employees shall be pro-rated.
- (b) Conditional on satisfactory service, the employee shall be declared appointed upon completion of the trial period. Satisfactory service includes 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, or if the employee is unable to perform the duties of the new position, he shall be returned to his 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.
- (c) Under special circumstances and with the mutual agreement of the College and the Union, the trial period in a position may be extended for a period not exceeding a further two (2) months.
- (d) Any leave from the position of longer than ten (10) consecutive working days during the trial period for sick leave, vacation or general leave of absence may extend the trial date by the length of that leave.
- (e) When an employee returns to the same position as that previously held within the last year, the time spent in the previous position shall be applied to the trial period.

#### **14.06 Notification to 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 to 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**

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 minimum composition must be the hiring manager/supervisor, a co-worker and a representative from another department. An interview panel will consist of not more than four (4) people. Additional people will require mutual agreement between the College and the Union. All applicants must 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).

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

*(Also see the Support Staff Common Agreement, Appendix "B", Article 3, Labour Adjustment)*

#### **15.01 Layoff**

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

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

- (a) Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their bargaining-unit-wide seniority, providing that the retained employees are able to perform the available work.
- (b) The layoff process will occur in accordance with the 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 layoff period with full confidence that his 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 current address. An employee recalled for employment of less than one (1) month at a time when he is employed elsewhere shall not lose his recall rights for refusal to return to work.

### **15.04 Advance Notice**

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

<u>Service</u>	<u>Notice Period</u>
4 years and less	20 days
5 years	25 days
6 years	30 days
7 years	35 days
8 years and longer	40 days

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

### **15.05 Severance Pay**

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

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

## **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 physical resources staff shall consist of not more than seven and one-half (7½) consecutive hours per day and not less than two (2) hours per day.
- (c) When a change from the normal scheduled hours of work is required and that change alters the employees 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 schedule against his 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 Physical Resources and Computing Services may be required to work between 11:00 p.m. and 7:00 a.m.

### **16.02 Work Week**

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

*(Also see the Support Staff Common Agreement, Appendix "B", Article 9, Workplace Flexibility)*

### **16.03 Rest Periods**

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

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

- 3 - 5½ hour shifts                      1 rest period
- 6 - 7½ hour shifts                      2 rest periods

\* A shift is exclusive of the unpaid meal break.

#### **16.04 Campus Closure**

Where the College declares an official campus closure due to an emergency or inclement weather, employees required to work during the closure shall be paid at the regular rate and receive equivalent time off at straight time, scheduled at a mutually agreeable time. Employees not required to work during the closure shall be paid according to their regular rates as though they were at work.

#### **16.05 Modified Work Week Program**

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

- (i) Participation in the Modified Work Week Program requires the agreement of the work group supervisor and all employees in the work group.
- (ii) Not all employees in a work group are required to participate.
- (iii) Only regular and recurring regular employees are eligible to participate. A term employee may only participate when replacing a regular or recurring employee who is participating in the Modified Work Week Program or at the discretion of the supervisor when operational requirements permit and no additional cost will be incurred by the College.
- (iv) Participating employees shall make up the hours of one (1) regular shift over a fourteen (14) day period in minimum blocks of thirty (30) minutes, in order to be eligible to take one (1) regular shift off within a twenty-one (21) day cycle.
- (v) Work groups wishing to participate in the Modified Work Week Program shall apply annually on the prescribed Labour Management application form no later than November 15<sup>th</sup> of each year. The forms shall be reviewed by the Labour Management Committee.

- (vi) The Modified Work Week Program will operate on a calendar year basis.
- (vii) Participation in the Modified Work Week Program shall not result in any change to an employee's compensation.
- (viii) In the event that existing levels of service cannot be maintained the College and the Union will seek to resolve the matter before the Labour Management Co-operation Committee. Where no resolution can be achieved the College may terminate the participation of employees or work groups in the Modified Work Week Program on one (1) month written notice.

## **ARTICLE 17: OVERTIME**

### **17.01 Right to Refuse Overtime**

Employees shall have the right to refuse overtime.

### **17.02 Overtime Rates**

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

*(Also see the Support Staff Common Agreement, Appendix "B", Article 9. Workplace Flexibility)*

### **17.03 Time Off in Lieu of Overtime**

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

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

- (a) Where an employee has left after his regular work day, and prior arrangements for him to work overtime have not been made and the employee is called back for work, he shall receive a minimum of three (3) hours overtime.
- (b) Where an employee has not left after his regular work day and is requested to remain after his regular working hours, or if prior arrangements have been made for his reporting back at a specific time, this call-out provision shall not apply.
- (c) One (1) hour of pay at regular rates shall be paid 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.

#### **17.05 Overtime Breaks**

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

#### **17.06 Rest Interval**

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

#### **17.07 Sharing of Overtime**

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

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



## **ARTICLE 18: SHIFT WORK**

### **18.01 Shift Work Allowance**

- (a) All employees shall receive an additional five percent (5%) above their normal rate of pay for those hours worked between 5:00 p.m. and midnight. An employee required to work a schedule which extends beyond 5:00 p.m. for more than two (2) days per week shall be entitled to receive the shift allowance on all hours after 3:00 p.m.
- (b) All employees shall receive an additional ten percent (10%) above their normal rate of pay for those hours worked between midnight and 7:00 a.m. An employee required to work a schedule which begins on or after 11:00 p.m. shall be entitled to receive the shift allowance on all hours worked between 11:00 p.m. and 8:00 a.m.

### **18.02 Rest Interval**

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

## **ARTICLE 19: HOLIDAYS**

### **19.01 Paid Holidays**

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

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

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

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

- (i) An eligible employee with a regular schedule of hours who has worked at least fifteen (15) of the thirty (30) calendar days prior to a statutory holiday is entitled to a regular day's pay for the holiday.
- (ii) An eligible employee who has worked irregular hours on at least fifteen (15) of the thirty (30) days prior to a statutory holiday is entitled to an average day's pay (divide the total paid in the thirty (30) day period, excluding overtime, by the days worked) for the holiday.
- (iii) An eligible employee who has worked fewer than fifteen (15) of the thirty (30) days prior to a statutory holiday is entitled to pro-rated statutory holiday pay (divide total hours worked in the thirty (30) day period, excluding overtime, by 15).
- (iv) Recurring regular employees, returning from a layoff, shall not be required to work fifteen (15) days before being paid for subsequent holidays.

#### **19.02 Compensation for Designated Holidays Falling on a Day of Rest**

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

#### **19.03 Pay For Regularly Scheduled Work on a Designated Holiday**

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

#### **19.04 Library Staff Pay on Easter Sunday**

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

### **ARTICLE 20: ANNUAL VACATIONS**

#### **20.01 Annual Vacation Entitlement**

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

- (i) Fifteen (15) working days per annum during the employee's first five (5) years of continuous service or six percent (6%) of gross pay per annum.
  - (ii) Twenty (20) working days per annum after the employee's fifth (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 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 1<sup>st</sup> 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 final salary.
  - (d) 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.
  - (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 (10<sup>th</sup>), fifteenth (15<sup>th</sup>) and twentieth (20<sup>th</sup>) 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.

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

## **20.02 Vacation 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 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.

## **20.03 Vacation Schedules**

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

## **20.04 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 regular position for a majority of the sixty (60) working days preceding his vacation, in which case he shall receive the higher rate.

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

In cases where an employee is bedridden due to illness of three (3) or more days during his 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.

## **20.06 Compensation for Holidays Falling Within Vacation Schedules**

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

# **ARTICLE 21: SICK LEAVE PROVISIONS**

## **21.01 Sick Leave Entitlement**

- (a) Eligible regular employees shall be entitled to leave with pay for the first thirty (30) calendar days of absence due to illness or injury. After thirty (30) calendar days of a single and continuous illness or injury, the provisions of the Short Term Disability and Long Term Disability plans apply.
- (b) Employees who receive sick leave benefits pursuant to Article 21.01 (a) who for the same period receive compensation for lost wages from the Insurance Corporation of British Columbia, or from any other entity, or as the result of a legal action initiated against any third party, shall be obligated to notify and reimburse the College an amount equal to that which was paid during the period by the College pursuant to Article 21.01 (a).
- (c) Employees shall retain sick leave accrued up to but not beyond December 31, 2003 including any entitlement to payout of such sick leave entitlement pursuant to clause 21.09.

## **21.02 Recurring Illness or Injury**

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

- (b) Employees who return to work within the first thirty (30) days of leave and within ten (10) work days again become unable to work as a result of a new illness or injury unrelated to the illness or injury that caused the previous absence shall be entitled to a further thirty (30) days of sick leave pursuant to Article 21.01 (a).

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

The employee shall make every reasonable effort to inform his immediate supervisor or his divisional secretary as soon as possible of his 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 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 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 22.04) when no one at home other than the employee can provide for the needs of the ill or injured family member.

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

An employee is not eligible for sick leave with pay for any period during which he 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 sick leave credits.

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

- (a) An employee shall consult with his 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 pension 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.

### **21.10 Benefit Premiums**

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

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

### **22.01 For Union Business**

- (a) The Union will provide in advance a list of all members authorized to conduct Union business. Such leave 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 purposes 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 Director of Human Resources 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.

*(Also see the Support Staff Common Agreement, Appendix "B", Article 7, Leave of Absence for College Committees, and Article 8, Employer Paid Union Leave)*

### **22.02 Jury Duty or Court Witness**

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



### **22.03 Compassionate Leave**

In the case of a life-threatening emergency within the immediate family (as defined in clause 22.04) 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.

### **22.04 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, child, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild, or any other relative who has been residing in the same household.

### **22.05 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 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. 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.

### **22.06 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) weeks. The employee returning to work after maternity leave shall provide the College with at least four (4) weeks notice and on return from maternity leave the employee shall be reinstated in all respects by the College in the position previously occupied by the employee or in a comparable position and with all increments to wages, entitlements and benefits to which the employee would have been entitled had the leave not been taken.

(b) Employment During Pregnancy

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

(c) Length of Maternity Leave

Maternity leave shall cover a period up to seventeen (17) weeks 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 22.05 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 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 share of the cost of a plan that is paid for jointly by the College and the employee.

**22.07 Parental and Adoption Leave**

(a) Upon four (4) weeks written notice and submission of a medical certificate, an employee is entitled to a leave of absence without pay, and with continued accrual of seniority, 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 22.06;
  - (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.

(e) 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.

(f) 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 share of the cost of a plan that is paid for jointly by the College and the employee.

(g) Additional Leave

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) weeks.

## **22.08 Vacation Carry Over**

Notwithstanding Article 20.02 vacation entitlement earned while on maternity, parental or adoption leave may be carried over to the next calendar year.

## **22.09 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 position at the College.
- (b) If elected, the employee shall be granted, upon written request, leave of absence without pay as follows:
  - (i) An employee elected or appointed to a full-time position with the Union or any body which the Union is affiliated shall be granted leave of absence from her current position without loss of seniority for a period of up to two (2) years. Leave from her current, or equivalent position, shall be extended for up to two (2) additional years on request during her elected term of office.

## **22.10 Deferred Salary Leave Plan**

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

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

## **23.01 Pay Days**

The College shall pay salaries and wages bi-weekly in accordance with schedules attached hereto and forming part of this Agreement. On each pay day each employee shall be provided with an itemized statement of his wages, overtime and other supplementary pay and deductions.

## **23.02 Equal Pay for Equal Worth**

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 new classification which will provide an immediate increase over his 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 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 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 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 current bargaining unit rate of pay.

#### **23.05 Special Additional Pay**

- (a) Where designated, the following added payment will be made over the incumbent's base rate of pay:
  - First Aid Certificate (Level 2 or Level 3)  
(Workers' Compensation Board) \$0.87/hour
- (b) In the Maintenance Department, the following added payments will be made over the incumbent's base rate of pay:
  - B.C. Stationary Engineer's  
Certificate – Fourth Class or  
Journeyman Trades Certificate \$0.72/hour

- (c) 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 pesticide application occurs:

- Pesticide Certificate \$0.72/hour

- (d) 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.

- (e) 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 twelve dollars (\$12.00) 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.

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

### **23.06 Increment Step Progression**

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

*(Also see the Support Staff Common Agreement, Appendix "B", Letter of Agreement #4, Increment Reduction Review)*

### **23.07 Automobile Allowance**

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

## **ARTICLE 24: JOB DESCRIPTIONS AND JOB EVALUATION PLAN**

### **24.01 Job Descriptions and Classifications**

- (a) Each job classification shall have a recognized job description. All job descriptions will be reviewed in accordance with the procedures adopted by the Joint Advisory Job Evaluation Committee.
- (b) The description of a job shall reflect the general details considered necessary to describe the principal functions and requirements of the job and shall not be construed as a detailed description of all of the functions and work requirements that may be inherent in the job.
- (c) Existing job descriptions shall not be eliminated or changed without notification to the Joint Advisory Job Evaluation Committee.
- (d) Whenever possible job descriptions will be prepared by the supervisor in consultation with incumbent(s). The College shall establish the necessary education and experience requirements of the position. Such requirements shall be fair and reasonable in line with the duties to be performed.

### **24.02 Job Evaluation**

- (a) Establishment of a Joint Advisory Job Evaluation Committee

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

- (b) Disagreement on Job Content

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

(c) Functions of Committee

- (i) The committee's function shall be to review changes to the principal functions and requirements of an existing job or the principal functions and requirements of new positions created within the bargaining unit by measuring the content of the jobs. The content is defined as the knowledge, skill, responsibility, effort, working conditions and other elements of each job or position. It is the jobs or positions alone that are compared without regard to the individuals or the personal performance of the incumbents filling the occupations.
- (ii) The committee shall provide advice to the College for administering the entire job evaluation plan including:
  - 1. Amending concise job descriptions for each job within the bargaining unit.
  - 2. Evaluating each job based on a questionnaire completed by the incumbent(s) and supervisor, according to the Camosun College Job Evaluation Manual, which forms part of this Collective Agreement.

**24.03 Disagreement on College Action**

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

**24.04 Rate of Pay on Revaluation**

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

**24.05 Special Additional Pay Certificates**

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



## **ARTICLE 25: NEW POSITIONS OR CHANGED DUTIES**

### **25.01 Revision of Job Descriptions or Addition of New Positions**

- (a) The College may change the principal functions and requirements of an existing job or it may add new positions. The College shall propose a revised job description and/or point evaluation for the new or changed position and shall submit same to the Joint Advisory Job Evaluation Committee for evaluation.
- (b) When the College determines that the posting process must be expedited for good and valid operational reasons the College may post the new, or substantially altered position with a draft job description and/or tentative point evaluation. Appointment to the position will not occur before a preliminary review of the draft job description and/or tentative point evaluation by at least two (2) members of the Joint Advisory Job Evaluation Committee. If the preliminary review results in a change of more than one (1) pay grade the posting shall be withdrawn and the job description and/or pointing shall be revised and the position re-posted.
- (c) Any resulting change in evaluation or pay grade shall be effective from the date the College revised the job or added the new position, as the case may be.

### **25.02 Union May Claim Change in Job Content**

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

### **25.03 Extension of Time Limits**

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

## **ARTICLE 26: GROUP BENEFITS**

*(Also see the Support Staff Common Agreement, Appendix "B", Article 13, Health and Welfare Benefits; and Article 14, Benefits Consortium)*

### **26.01 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 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.

*(Also see the Support Staff Common Agreement, Appendix "B", Article 13.1 a); and Article 13.2 a)*

### **26.02 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 Maritime Life Plan to a maximum of two thousand dollars (\$2,000.00). All eligible employees with appointments of half time or more must participate in the plan unless the employee is covered by another dental plan. Participation in the plan by eligible employees with appointments of less than half time shall be optional.

*(Also see the Support Staff Common Agreement, Appendix "B", Article 13.1 b) and Article 13.2 b)*

### **26.03 Workers' Compensation**

- (a) Where an employee is on a claim recognized by the Workers' Compensation Board, the employee shall be entitled to leave at his 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 and sick leave shall be earned during the first six (6) months of the leave only.
- (b) After the first six (6) months, compensation payments from the Workers' Compensation Board will be sent directly to the employee. All employee benefit premiums normally paid by the College shall continue during this leave.

#### **26.04 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 twenty-five thousand dollars (\$25,000.00) 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 part-time employees will be shared on a prorated basis.

#### **26.05 Municipal Superannuation Pension Plan**

- (a) Full-time regular employees shall participate in the Municipal Pension Plan upon completion of their probationary period.
- (b) Full-time term employees shall participate in the plan upon the completion of one (1) year of continuous employment by the College.
- (c) Part-time term and part-time regular employees may apply for enrollment in the plan upon the completion of two (2) years of continuous employment by the College.

*(Also see the Support Staff Common Agreement, Appendix "B", Article 15 Pension Plan)*

#### **26.06 Group Disability Insurance**

- (a) The College will pay the costs of a group disability insurance plan that provides a benefit level at one hundred percent (100%) for the first thirty (30) calendar days, short term disability benefits at seventy percent (70%) weekly indemnity for the next twenty-one (21) weeks, and long term disability benefits at seventy percent (70%) of the employee's gross monthly salary as defined on the basis of two (2) year own occupation and any other occupation thereafter.
- (b) Enrollment in the plan is mandatory for all regular employees with a workload of fifty percent (50%) or greater.
- (c) Regular employees who work less than a fifty percent (50%) workload shall be entitled to the same College provided sick leave for the first thirty (30) days for any single illness or injury as other regular employees. The provisions of the Short Term and Long Term disability plans bar such employees from participating.

- (d) For the length of time that the disability carrier covers an employee's disability claim under "own occupation" protection, an employee shall accrue seniority, retain the right to return to the same or equivalent position, and shall be entitled to all rights and benefits under this Collective Agreement. All employee's benefits, including pension, shall be paid by the College while the employee is disabled. 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 former position with the College or equivalent, provided medical evidence indicates he 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 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 is qualified.

#### **26.07 Eyewear Coverage**

The College will provide eye care option coverage of two hundred and fifty dollars (\$250.00) every twenty-four (24) months to all employees in the Extended Health Benefit Plan.

*(Also see the Support Staff Common Agreement, Appendix "B", Article 13.1 a) Extended Health Benefits)*

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

#### **27.01 Cooperation and Safety**

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

#### **27.02 Union-College Health and Safety Committee**

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

### **27.03 Health and Safety Committee Pay Provisions**

- (a) The Health and Safety Committee shall meet regularly at least once each month. In addition, the committee shall hold meetings as requested by the Union or by the College to deal with all unsafe, hazardous or dangerous conditions. Meetings shall be scheduled during normal College hours of operation. Representatives of the Union shall suffer no loss of pay for attending such meetings, workplace inspections or accident/incident investigations.
- (b) Time spent by designated committee representatives attending Health and Safety meetings held on their days of rest shall receive equivalent time off at straight time. As required, Union designated committee representatives shall be allowed one (1) hour preceding meetings to prepare documentation or reports.
- (c) Time spent by designated committee or Union Health and Safety representatives to attend to related business, as directed by the Health and Safety Committee, on their days of rest or outside regular scheduled hours of work shall receive equivalent time off at straight time.
- (d) For the purpose of calculating time spent by designated representatives in (b) and (c) above, travel time between campuses and to respond to emergency situations shall be included.
- (e) Copies of minutes of all committee meetings shall be sent to Health and Safety Committee members, the Department of College Safety, the Ministry of Advanced Education, Skills and Training, the College posting boards and to the Union.

### **27.04 Duty to Report Unsafe Conditions**

Employees shall report unsafe working conditions to their supervisor. The supervisor shall report unsafe working conditions to the Physical Resources Division (PRD). PRD shall report such concerns in writing to the Union/College Health and Safety Committee pursuant to Article 27.02.

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

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

An employee may refuse to perform work she considers to be unsafe. Such employee must immediately report the unsafe condition to her 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 Video Display Terminal**

Employees who are required to regularly work directly with video display terminals (VDTs) shall do so under the following conditions:

- (a) Employees who operate VDTs on an ongoing basis shall have a ten (10) minute reassignment of duties away from the VDT after each hour of continuous operation. Continuous operation shall be defined as operation of the terminal without interruption from members of the public, the need to consult with supervisors, the need to access student paper files and other similar activities.
- (b) A pregnant employee who uses VDT equipment or is exposed to chemicals not proven safe for pregnancy may assume alternate available work for which she is qualified, or elect to take an unpaid leave of absence. An employee assuming alternate work shall be paid at the step of the pay grade of the new assignment that results in the least loss of pay but shall maintain the benefit plans associated with the previous assignment.
- (c) The College shall make every reasonable effort to:
  - (i) ensure the new VDTs have adjustable keyboards and screens;
  - (ii) minimize lighting glare;
  - (iii) arrange for an annual test for radiation or harmful emissions;
  - (iv) comply with the Workers' Compensation Board publications entitled "Guidelines for Video Display Terminal Workplaces" and "Working with Video Display Terminals".

### **27.07 Protective Wear**

- (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 and maintenance, with adequate safety footwear up to a non-accumulative maximum of one hundred and twenty dollars (\$120.00) annually, plus taxes.
- (c) The College will provide regular employees who work in cooks' training with adequate footwear up to a non-accumulative maximum of seventy-five dollars (\$75.00) annually, plus taxes.

### **27.08 Emergency Evacuation Procedure**

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

### **27.09 First Aid Services**

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

## **ARTICLE 28: TECHNOLOGICAL AND OTHER CHANGES**

### **28.01 Advance Notice**

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

### **28.02 Consultation**

Any such change shall be made only after the Union and the College have reached agreement on such change through collective bargaining.

### **28.03 Grievance Process**

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

### **28.05 Training Benefits**

- (a) In the event that the College should introduce new methods or machines which require new or greater skills than are possessed by employees under the present method of operation, such employees shall, at the expense of the College, be given a period of time agreed upon by the College and the Union to perfect or acquire the skills necessitated by the new method of operation.
- (b) The expense of the College means:
  - (i) a time that is mutually convenient to the College and the employee;
  - (ii) overtime, if time is not available during regular working hours.

*(Also see the Support Staff Common Agreement, Appendix "B", Article 16, Employee Training)*

### **28.06 No New Employees**

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



## **ARTICLE 29: JOB SECURITY**

### **29.01 Contracting Out**

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.

*(Also see the Support Staff Common Agreement, Appendix "B", Article 10, Additional Limitations on Contracting Out)*

## **ARTICLE 30: STAFF DEVELOPMENT AND TRAINING**

### **30.01 Education Leave**

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

*(Also see the Support Staff Common Agreement, Appendix "B", Article 16, Employee Training)*

### **30.02 Staff Development Fund**

- (a) An amount equal to three-quarters of one percent (0.75%) of the gross annual CUPE payroll shall be allocated to the Staff Development Fund. Twenty percent (20%) of the fund will be used to sponsor College-wide in-house group courses. The balance of the fund is to be used to:
  - (i) Cover all or a portion of the approved costs of educational requests from employees.
  - (ii) Supplement outside funds and/or cover a portion of the non-salary costs associated with approved programmes, including exchanges within the College or other organizations.
- (b) The Labour/Management Committee shall receive and review all requests for use of staff development funds. The committee shall establish guidelines for the administration of the staff development programme and will consult on making training pursuant to this Article to the mutual benefit of the Union; its' members; and the College. Time spent in activities approved under this Article is not eligible for overtime entitlements. Reclassification of positions shall not be affected by skills developed by employees through participation in an approved staff development programme.

*(Also see the Support Staff Common Agreement, Appendix "B", College, University College, Institute and Agency Support and Technical Staff Accord, Page 10)*

## **ARTICLE 31: GENERAL CONDITIONS**

### **31.01 Proper Accommodation**

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

### **31.02 Bulletin Boards**

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

### **31.03 Parking**

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

### **31.04 Pyramiding**

- (a) Where an employee holds more than one (1) CUPE bargaining unit position concurrently, the combined hours of service in the positions will be considered for the purposes of seniority calculations (to a maximum of seven (7) hours per day, seven and one-half (7½) for physical resources staff), layoff and recall, sick leave entitlement, eligibility for benefits (provided the appointments are all of the employment status required to achieve eligibility for such benefit), and the proration of benefit premiums.
- (b) Where an employee holds more than one (1) CUPE bargaining unit position concurrently, the employee cannot compound the positions held or their related work hours for purposes of claiming entitlement to overtime, changes in employment status, shift premiums, overtime compensations, call-out compensation and the scheduling of vacation.

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

### **31.05 Indemnity**

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

### **31.06 Crossing of Picket Lines During Strike**

- (a) The College shall not request, require or direct employees within this bargaining unit to perform work during legal strikes that would normally have been carried out by those on strike. Nor shall the employee be required to cross any picket line legally established under the Statutes of British Columbia.
- (b) Both parties agree to attempt to obtain a permit from the striking Union for permission to provide emergency service where and when required.

### **31.07 Employee Appraisals**

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

### **31.08 Union Office**

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

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

### **32.01 Copies of Agreement**

The College shall produce sufficient copies of this Agreement in booklet form as soon as possible after completion of this Agreement.

## **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.

*(Also see the Support Staff Common Agreement, Appendix "B", Article 1.4, Singular and Plural)*

## **ARTICLE 34: TERM OF AGREEMENT**

### **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 2002 to the 30<sup>th</sup> day of June 2005 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 of British Columbia.

*(Also see the Support Staff Common Agreement, Appendix "B", Article 18, Term)*

### **34.02 Adherence**

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

### **34.03 Retroactivity**

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



**CAMOSUN COLLEGE**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL NO. 2081**

**SCHEDULE "A"**

**Effective May 31, 2004**

<b>PAY BAND</b>	<b>JOB TITLE</b>
1	Audio / Visual Aide Bookstore Helper Distribution Clerk Gym Attendant Kitchen Attendant Lab Clerk – ESL – HSRCA Microlab Aide Printshop Aide – Workstudy
2	Custodian Helper Data Entry Clerk Early Childhood Aide Technical Support Assistant
3	Accounts Clerk I – Finance File Clerk Groundskeeper I Lab Assistant – Biology Library Assistant II Office Assistant I – Generic
4	Bindery Operator Cafeteria Cashier International Education Clerk Kitchen / Storeroom Steward Maintenance Helper Office Assistant II – Generic Program Aide French

**SCHEDULE "A" – Continued**

<b>PAY BAND</b>	<b>JOB TITLE</b>
5	Bookstore Clerk Cashier General Purpose Lab Assistant Instructional Assistant – Dental Junior Marketing Assistant Lab Assistant – Civil Lab Clerk – ESL Printshop Accounts Clerk Printshop Receptionist Secretary I – Generic Switchboard Operator Writing Room Aide
6	Athletic Event Host Bookstore Receptionist Bookstore Shipper / Receiver Career Resource & Counselling Centre Assistant Custodian II ELI Program & Activity Assistant Geography Lab Assistant Groundskeeper II Instructional Assistant I – Chinese / Japanese Instructional Assistant I – French Instructional Assistant II – Dining Room Microcomputer Lab Technologist Network Infrastructure Installer I Operations Clerk – Physical Resources Photocopier Operator I Plant Shop Attendant Secretary – ESL Secretary II – Generic Toolroom Attendant I
7	Accounts Clerk II BC Benefits Outreach Bookstore – General Merchandise Buyer CKMO Sponsorship Sales / Fundraising Coordinator CO-OP & SAES Secretary Development Assistant Infant / Toddler Educator Instructional Assistant I – ESL

**SCHEDULE "A" – Continued**

<b>PAY BAND</b>	<b>JOB TITLE</b>
7 cont'd	Lab Assistant II – Bus Systems Lab Clerk – Practical Nursing Program Library Assistant III Operations / Registration Officer Photocopier Operator II Practicum Placement Coordinator – Health Preschool Educator Receiver / Courier Recreation & Fitness Centre Assistant Secretary III – Generic Services Assistant I Special Needs Educator Telephone Systems Support Assistant Toolroom Attendant II
8	Accounts Payable Clerk Audio / Visual Clerk Bookstore Accounts Clerk Business Lab Assistant I Clerk / Buyer Client Support Technologist Custodian III Dental Program Receptionist Duplicating Centre Operator Events Assistant First Nations Advisor I Instructional Assistant – FNTA Instructional Assistant – Math Instructional Assistant II – Cook Training International Admissions Lab Assistant – Hospitality / Tourism Lab Tech II – Physics Library Assistant IV Payroll / Benefits Assistant Printshop Technician Recreation Assistant School Website Assistant Services Assistant – ASE Web Publication Assistant Wellness Activity Assistant



**SCHEDULE "A" – Continued**

<b>PAY BAND</b>	<b>JOB TITLE</b>
9	Accounts Clerk – CE Assessment / Testing Officer Computer Help Desk Support Specialist Distributed Ed Computer Applications Specialist Educational Audio / Radio Producer Graphic Designer I HR Assistant Instructional Assistant II – ABE Instructional Assistant III – ASE Instructional Assistant – Counselling (WC) Instructional Assistant – Practical Nursing Instructional Assistant II – ABE – Learning Webs Instructional Assistant II – ABE – First Nations Instructional Assistant III – EOW / BEST Youth Lab Assistant – Mechanical Lab Tech II – Computing Lab Technologist II – Civil Engineering Library Assistant V Marketing Assistant – College Relations Operations Assistant Program Assistant – Access Program Assistant – Business Program Assistant – CO-OP Program Assistant – GOLF Program Assistant – T & T CE Program Assistant – Technology
10	Accounts Receivable Clerk Administrative Assistant Admissions Officer Clinic Supervisor – Dental Computer Lab Technologist – ACP Coordinator – Publications Course Materials Buyer Graphic Designer II Groundskeeper III Homestay Facilitator Horticulture Lab Technician Information Registration Officer Instructional Assistant III – BEST Instructional Assistant III – PSYC Instructional Assistant – Hospitality / Tourism

**SCHEDULE "A" – Continued**

<b>PAY BAND</b>	<b>JOB TITLE</b>
10 cont'd	Lab Assistant II – Applied Communications Lab Tech II – Mechanical Lab Technologist II – Chemistry Network Infrastructure Installer II Program / Benefits Administrator Program Assistant – Environmental Tech Senior Educator – Daycare Student Employment Facilitator I Supervisor – Bookstore Support Programmer Technical Support Consultant Training & Audit Analyst Web Publication Team Leader
11	Academic Advisor Accountant – Finance Accounts Clerk – Senior Audio / Visual Technologist Business Lab Assistant II CKMO Station Supervisor Data Management Analyst Financial Aid Advisor HR Assistant – Team Leader Instructional Assistant II – Visual Arts Instructional Assistant III – Cook Training Instructional Assistant II – ESL International Education Advisor Lab Tech II – Electronics Lab Tech III – Civil / Mechanical Lab Tech III – Computing Lab Tech III - Electronics Lab Technician – Electrical Lab Technologist II – Biology Lab Technologist II – Microbiology Library Assistant VI Maintenance Technician II Nursing Lab Supervisor Receiver Research Officer Senior Buyer Senior Lab Tech III – Biology Supervisor – Telephone System Tech

**SCHEDULE "A" – Continued**

<b>PAY BAND</b>	<b>JOB TITLE</b>
11 cont'd	System / Network Admin – Computer SCNE System / Network Administrator – Business Visual Arts Tech I – Media / Film / Animation / Photo
12	Administrative Officer Assistant to the Dean Coordinator – Assessment Financial Systems Support Administrator Info / Liaison Officer Info / Media Assistant Recreation Student Activities Advisor Senior Data Management Analyst Student Employment Facilitator II Supervisor – Custodial Services
13	Accountant – Bookstore Coordinator – Financial Aid Coordinator – Recruitment Instructional Assistant G.P. Com. Labs Occupational Safety & Health Coordinator Statistician Supervisor – Audio / Visual Supervisor – Childcare Supervisors – Physical Resources Projects Systems / Network Administrator Technician / Lab Assistant – ABE
14	Coordinator – Academic Advising Coordinator – Admissions Services Coordinator – Information & Registration Coordinator – Training & Audit Maintenance Technician III Supervisor – Library Services Supervisor – Printshop
15	Coordinator – Student Records
16	Supervisor – Building Services

**CAMOSUN COLLEGE**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL NO. 2081**

**SCHEDULE "B"**

**CUPE Pay Scale & Stipends**

**Effective January 22, 2004**

<b>Pay Grade</b>	<b>Pay Step A 1<sup>st</sup> Year</b>	<b>Pay Step B 2<sup>nd</sup> Year</b>	<b>Pay Step C 3<sup>rd</sup> Year</b>	<b>Pay Step D 4<sup>th</sup> Year</b>	<b>Pay Step E After 5 Years</b>
1	15.27	15.50	15.75	16.00	16.29
2	15.75	16.00	16.29	16.54	16.84
3	16.29	16.54	16.84	17.09	17.39
4	16.84	17.09	17.39	17.67	17.99
5	17.39	17.67	17.99	18.29	18.59
6	17.99	18.29	18.59	18.90	19.22
7	18.59	18.90	19.22	19.56	19.89
8	19.22	19.56	19.89	20.22	20.58
9	19.89	20.22	20.58	20.93	21.29
10	20.58	20.93	21.29	21.63	22.02
11	21.29	21.63	22.02	22.41	22.78
12	22.02	22.41	22.78	23.28	23.66
13	22.78	23.28	23.66	24.10	24.51
14	23.66	24.10	24.51	24.94	25.42
15	24.51	24.94	25.42	25.87	26.36
16	25.42	25.87	26.36	26.83	27.34

**SCHEDULE "B" – Continued**

**CUPE Pay Scale & Stipends**

Effective April 1, 2005

<b>Pay Grade</b>	<b>Pay Step A 1<sup>st</sup> Year</b>	<b>Pay Step B 2<sup>nd</sup> Year</b>	<b>Pay Step C 3<sup>rd</sup> Year</b>	<b>Pay Step D 4<sup>th</sup> Year</b>	<b>Pay Step E After 5 Years</b>
1	15.58	15.81	16.07	16.32	16.62
2	16.07	16.32	16.62	16.87	17.18
3	16.62	16.87	17.18	17.43	17.74
4	17.18	17.43	17.74	18.02	18.35
5	17.74	18.02	18.35	18.66	18.96
6	18.35	18.66	18.96	19.28	19.60
7	18.96	19.28	19.60	19.95	20.29
8	19.60	19.95	20.29	20.62	20.99
9	20.29	20.62	20.99	21.35	21.72
10	20.99	21.35	21.72	22.06	22.46
11	21.72	22.06	22.46	22.86	23.24
12	22.68	23.08	23.46	23.98	24.37
13	23.46	23.98	24.37	24.82	25.25
14	24.37	24.82	25.25	25.69	26.18
15	25.25	25.69	26.18	26.65	27.15
16	26.18	26.65	27.15	27.63	28.16

**LETTER OF AGREEMENT # 1**

between

**CAMOSUN COLLEGE**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL NO. 2081**

**Re: Extended Health & Dental Coverage**

It is agreed that the College will ensure that terminating and retiring employees can access individual extended health and dental coverage offered through the C.U. & C. Health Services Society or an alternate plan that provides equivalent coverage.

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 2004.

SIGNED on behalf of Camosun  
College

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

\_\_\_\_\_  
President

\_\_\_\_\_  
President, CUPE Local 2081

\_\_\_\_\_  
Executive Director Human Resources

\_\_\_\_\_  
Secretary, CUPE Local 2081

**LETTER OF AGREEMENT # 2**

between

**CAMOSUN COLLEGE**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL NO. 2081**

**Re: Contracting Out**

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 2004.

SIGNED on behalf of Camosun  
College

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

\_\_\_\_\_  
President

\_\_\_\_\_  
President, CUPE Local 2081

\_\_\_\_\_  
Executive Director Human Resources

\_\_\_\_\_  
Secretary, CUPE Local 2081

**LETTER OF AGREEMENT # 3**

between

**CAMOSUN COLLEGE**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL NO. 2081**

**Re: Articles 28.01 and 28.02 – Technological and Other Changes**

The parties agree to meet within fifteen (15) working days of the College's notice to the Union pursuant to clause 28.01 to attempt to reach agreement on the technological change or new method of operation.

To facilitate this, the College will provide the Union with details of the proposed technological change or new method of operation with the notice pursuant to clause 28.01.

The Union will notify the College in writing of the representatives who will be available to meet pursuant to clause 28.02.

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.

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 2004.

SIGNED on behalf of Camosun  
College

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

\_\_\_\_\_  
President

\_\_\_\_\_  
President, CUPE Local 2081

\_\_\_\_\_  
Executive Director Human Resources

\_\_\_\_\_  
Secretary, CUPE Local 2081



## **LETTER OF AGREEMENT # 4**

between

**CAMOSUN COLLEGE**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL NO. 2081**

### **Re: Vacation Selection Pursuant to Article 20**

If there is no informal consensus in a department or workgroup regarding the scheduling of vacation, this Letter of Agreement will apply.

As a guiding principle, employees earn vacation and are entitled to take vacation. It is the joint responsibility of the College and employees to ensure that vacation is scheduled and taken. The following guideline is to provide assistance and reference.

In order to provide fairness and equity within the context of the Collective Agreement, vacation scheduling requests may be considered in the following manner, but does not preclude vacation requests being submitted and considered at shorter notice or longer notice:

1. Departments will post and advise employees of periods of time that staffing level requirements may limit vacation approvals.
2. Employees' 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.
3. The supervisor when applicable will post vacation schedules advising of conflicting dates and the workgroup will try to resolve conflicts within itself no later than five working days after the deadline of February 28<sup>th</sup>.
4. Written confirmation will be returned to employees within ten working days of February 28<sup>th</sup> or when submitted in order to allow as much time for vacation planning as possible.
5. Supervisors will attempt to resolve conflicts at the work group level through the applications of seniority.

**LETTER OF AGREEMENT # 4 – Continued**

6. Disputed vacation requests that cannot be resolved at the Supervisor/Employee level will be forwarded to the Labour Management Co-operation Committee for determination. Pursuit of such issues by way of this Letter of Agreement will have the effect of waiving time lines within the grievance process. However, either party may access the grievance procedure at any time.
7. Employees are encouraged to discuss unusual or short notice requests with their Supervisors prior to making definite travel plans.

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 2004.

SIGNED on behalf of Camosun  
College

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

\_\_\_\_\_  
President

\_\_\_\_\_  
President, CUPE Local 2081

\_\_\_\_\_  
Executive Director Human Resources

\_\_\_\_\_  
Secretary, CUPE Local 2081

**LETTER OF AGREEMENT # 5**

between

**CAMOSUN COLLEGE**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL NO. 2081**

**Re: Benefits for Regular Recurring Employees on Layoff**

The parties agree that the College will continue to pay all employee benefits normally paid by the College for up to five (5) months during scheduled layoffs each year to all employees whom, at the time of ratification of this Collective Agreement, are "regular recurring employees" as that term is defined in Article 1.02 (b).

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 2004.

SIGNED on behalf of Camosun  
College

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

\_\_\_\_\_  
President

\_\_\_\_\_  
President, CUPE Local 2081

\_\_\_\_\_  
Executive Director Human Resources

\_\_\_\_\_  
Secretary, CUPE Local 2081

**LETTER OF AGREEMENT # 6**

between

**CAMOSUN COLLEGE**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL NO. 2081**

**Re: Use of Eligibility Lists**

The parties agree that with the mutual agreement of the Union and the College eligibility lists may be established through the posting process and used to fill vacancies. When eligibility lists are to be established it shall be stated on the posting. Eligibility lists shall be in effect for a period of six (6) months.

The College and the Union will review the terms of this Letter of Agreement eighteen (18) months following the date on which this Collective Agreement receives final ratification. The use of eligibility lists may continue after that review with the mutual agreement of the parties.

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 2004.

SIGNED on behalf of Camosun  
College

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

\_\_\_\_\_  
President

\_\_\_\_\_  
President, CUPE Local 2081

\_\_\_\_\_  
Executive Director Human Resources

\_\_\_\_\_  
Secretary, CUPE Local 2081

**LETTER OF AGREEMENT # 7**

between

**CAMOSUN COLLEGE**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL NO. 2081**

**Re: Equal Pay**

The parties agree to give the pay steps issue fair consideration based on the principle of “equal pay for work of equal value” at the next round of bargaining.

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 2004.

SIGNED on behalf of Camosun  
College

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

\_\_\_\_\_  
President

\_\_\_\_\_  
President, CUPE Local 2081

\_\_\_\_\_  
Executive Director Human Resources

\_\_\_\_\_  
Secretary, CUPE Local 2081

**LETTER OF AGREEMENT # 8**

between

**CAMOSUN COLLEGE**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL NO. 2081**

**Re: Temporary Stipend – Systems Network Administrators**

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 2004.

SIGNED on behalf of Camosun  
College

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

\_\_\_\_\_  
President

\_\_\_\_\_  
President, CUPE Local 2081

\_\_\_\_\_  
Executive Director Human Resources

\_\_\_\_\_  
Secretary, CUPE Local 2081

**LETTER OF AGREEMENT # 9**

between

**CAMOSUN COLLEGE**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL NO. 2081**

**Re: Sick Leave Replacement**

The parties agree that 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 eight (8) weeks or longer in duration.

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 2004.

SIGNED on behalf of Camosun  
College

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

\_\_\_\_\_  
President

\_\_\_\_\_  
President, CUPE Local 2081

\_\_\_\_\_  
Executive Director Human Resources

\_\_\_\_\_  
Secretary, CUPE Local 2081

**LETTER OF AGREEMENT # 10**

between

**CAMOSUN COLLEGE**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL NO. 2081**

**Re: Personal Harassment**

Whereas the College's Human Rights Policy does not govern personal harassment this Letter of Agreement shall be accessed by members with personal harassment complaints as follows:

1. Where the member's complaint is against a member of management including any individual who stands in a supervisory relationship with the member it shall be handled in accordance Article 10 Grievance Procedures.
2. Where the member's complaint is against a co-worker it shall be handled in accordance with Letter of Agreement # 13 Resolution of Workplace Conflicts.

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 2004.

SIGNED on behalf of Camosun  
College

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

\_\_\_\_\_  
President

\_\_\_\_\_  
President, CUPE Local 2081

\_\_\_\_\_  
Executive Director Human Resources

\_\_\_\_\_  
Secretary, CUPE Local 2081



**LETTER OF AGREEMENT # 11**

between

**CAMOSUN COLLEGE**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL NO. 2081**

**Re: Benefits for Term Employees**

The parties agree that term employees currently enrolled in the College's health and other benefit plans shall be permitted to participate in those plans, while employed by the College, until such time that they have a break in service of greater than six (6) months.

Term employees currently enrolled in the College's health and other benefit plans shall be permitted to make a one time election to receive twelve percent (12%) of basic pay in lieu of those benefits.

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 2004.

SIGNED on behalf of Camosun  
College

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

\_\_\_\_\_  
President

\_\_\_\_\_  
President, CUPE Local 2081

\_\_\_\_\_  
Executive Director Human Resources

\_\_\_\_\_  
Secretary, CUPE Local 2081

**LETTER OF AGREEMENT # 12**

between

**CAMOSUN COLLEGE**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL NO. 2081**

**Re: Article 21.02 – Sick Bank**

The College and the Union agree that upon ratification of this Agreement the parties will develop and implement a plan to equitably distribute the sick leave accrued in the Union sick bank to eligible members.

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 2004.

SIGNED on behalf of Camosun  
College

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

\_\_\_\_\_  
President

\_\_\_\_\_  
President, CUPE Local 2081

\_\_\_\_\_  
Executive Director Human Resources

\_\_\_\_\_  
Secretary, CUPE Local 2081

## **LETTER OF AGREEMENT # 13**

between

**CAMOSUN COLLEGE**

and

**CANADIAN UNION OF PUBLIC EMPLOYEES  
LOCAL NO. 2081**

### **Re: Resolution of Workplace Conflicts**

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

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

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

An effective conflict resolution model will incorporate the following elements:

1. A process which provides a safe environment enabling the employee(s) experiencing the conflict to initiate informal resolution discussions with the other employee(s) and for the co-worker(s) receiving the complaint to respond in a respectful manner.
2. Demonstrated commitment to the process by all affected employees in the work unit(s).
3. Clearly defined and effective communication strategies.
4. Confidentiality guidelines.

**LETTER OF AGREEMENT # 13 – Continued**

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 2004.

SIGNED on behalf of Camosun  
College

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

\_\_\_\_\_  
President

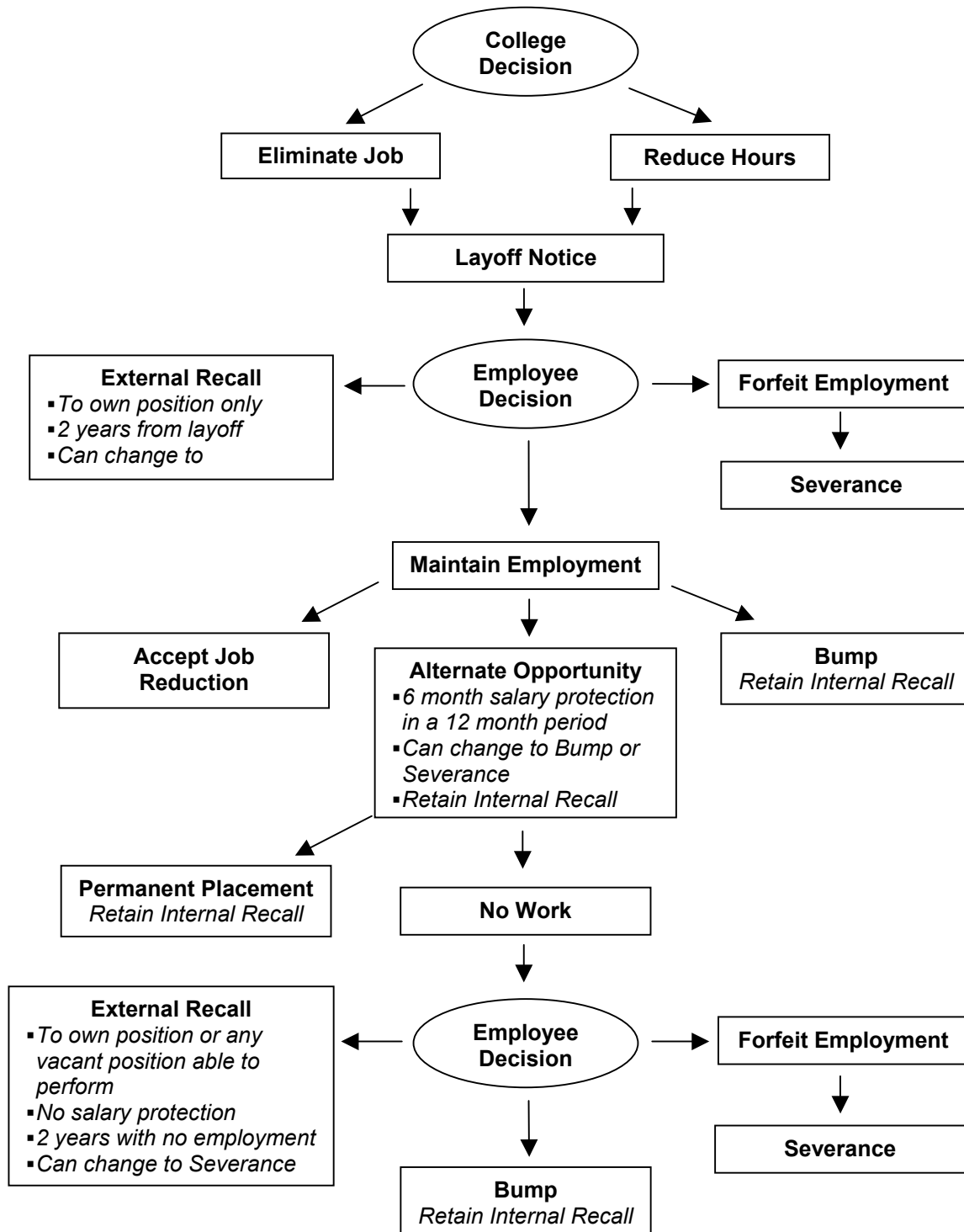
\_\_\_\_\_  
President, CUPE Local 2081

\_\_\_\_\_  
Executive Director Human Resources

\_\_\_\_\_  
Secretary, CUPE Local 2081

# LAYOFF / RECALL POLICY

## Decision Chart



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

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

## APPENDIX "A"

### LAYOFF / RECALL POLICY AND PROCEDURES

*(Also see the Support Staff Common Agreement, Appendix "B", Article 3, Labour Adjustment)*

#### A – POLICY:

- A.1 This policy is created in accordance with the Collective Agreement between the College and CUPE Local 2081. In no case may this policy override a right or condition outlined within the Collective Agreement except by mutual agreement of the parties.
- A.2 Each layoff stands alone in the application of this policy and these procedures.
- A.3 This Policy & Procedures shall be reviewed at the request of either Party by the Labour Management Cooperation Committee and shall not be changed except by mutual agreement between the parties.
- A.4 In accordance with clause 15.01 of the Collective Agreement, "layoff includes an involuntary cessation of employment or a reduction in hours of work due to lack of work, lack of funding or a reduction or discontinuation of services, but does not include dismissal, suspension, leave of absence or resignation".
- A.5 In accordance with clause 15.02 (a) of the Collective Agreement, "Both parties recognize that job security shall increase in proportion to length of service. Therefore, in the event of a layoff, employees shall be laid off in the reverse order of their bargaining-unit-wide seniority, PROVIDING that the retained employees are able to perform the available work".
- A.6 "Able to perform" means having the requisite education, skills, experience and ability to perform the major activities and responsibilities of the position which accumulate in whole numbers to at least 75% of the job as listed in order of importance within a JAJEC Questionnaire [section II (3)] or in the latest job description where no questionnaire exists. In deciding the "ability to perform" the supervisor of the vacant position shall be consulted about the requirements of the job.
- A.7 With as much notice as possible, the College, through the Director of Human Resources, shall discuss with the Union any anticipated situations that may lead to employee layoffs.
- A.8 Where layoffs become necessary, the College and the Union shall attempt to keep any disruption to a minimum for the College and for employees.

## **APPENDIX "A" – Continued**

### **Sub A – Layoff/Recall Policy (Continued)**

- A.9 The Director of Human Resources shall be responsible for the co-ordination and facilitation of all layoff procedures.
- A.10 An employee shall receive as much advance information as possible about a potential layoff. The Supervisor shall meet with the employee and a Union shop steward. This meeting does not constitute formal notice under Article 15.04 (a).
- A.11 Formal notification of a layoff and a written outline of the employee's options will be given to the employee by the Director of Human Resources with the participation of a Union shop steward and the employee's supervisor.
- A.12 Employees who are to be laid off shall be advised, as part of their formal notification, of their four options under the terms of the Collective Agreement and this Policy and Procedures:
- (a) they may accept the layoff and retain internal and external recall rights to their laid off position according to the Layoff and Recall Policy & Procedures (this includes the ability to convert from the recall to severance option at a later date while on the external recall list awaiting re-employment); or
  - (b) they may accept a severance package on their initial layoff date and terminate their employment rights and benefits with the College; or
  - (c) they may accept the option to bump into another position (maintaining internal recall in accordance with Sections C.3 – C.8) and request the Labour Management Co-operation Layoff Sub Committee to identify the appropriate position in accordance with #16 of this Procedure; or
  - (d) they may request that the Layoff Sub Committee investigate alternate employment opportunities for them within the College. Employees shall be entitled, at the conclusion of alternate employment opportunities, to exercise their rights under (a), (b) or (c) above or they may exercise their rights under Article 15.03 and Section C of this Policy. This includes the ability to convert from the recall to severance option at a later date while on the external recall list awaiting re-employment.
- A.13 A term employee's options include recall, bumping and alternate employment opportunities only to term positions. A term employee does not have a severance option.
- A.14 A recurring regular employee as defined in Article 1.02 (b) would have full entitlement to these options in the event that there is a reduction in regular scheduled working hours.

## **APPENDIX "A" – Continued**

### **Sub A – Layoff/Recall Policy (Continued)**

- A.15 The Layoff Sub Committee shall be comprised of regular membership of the Labour Management Co-operation Committee plus one member from management and one from the Union. A quorum will consist of attendance of three members from each side.
- A.16 In defining alternate employment opportunities, the sub committee shall consider both the employee's preferences for employment and the College's need to maintain efficiency and effectiveness.
- A.17 An alternate employment opportunity shall not normally be to a classification which is placed at a higher pay band, except as set out in the procedures.
- A.18 A regular employee may accept alternate employment in any position regardless of its employment status (regular, recurring regular, or term) or working hours (part-time or full-time).
- A.19 A regular employee who is placed into a term appointment as part of the alternate employment process shall retain all rights of his/her regular appointment status.
- A.20 An employee on layoff with recall rights when not holding any position with the College may, at his/her request, remain on any existing benefit plan, except disability and pension, during his/her layoff by paying the full premium for the benefit(s) monthly in advance.
- A.21 Communication and consultation with the employee, the current supervisor and prospective supervisors will occur throughout the process.

### **B – LAYOFF PROCEDURES:**

- B.1 The College, usually through the Budget Development Committee, shall identify the specific staff positions that are being considered for reduction or elimination. The individual identified to receive layoff notice will be the most junior employee within the job description AND within a department or normal working cluster of departments where position transfers occur without postings. Campus location shall not be considered in identifying the most junior employee within the job description.
- B.2 With as much notice as possible, the Director of Human Resources shall discuss the potential layoff(s) with a representative of CUPE Local 2081.



## **APPENDIX "A" – Continued**

### **Sub B – Layoff Procedures (Continued)**

- B.3 A meeting with the employee potentially affected will be arranged by the supervisor and a Union shop steward to advise the employee of the possible layoff situation.
- B.4 When a layoff is confirmed to occur, the Director of Human Resources and a Union shop steward shall meet with the employee affected and his/her supervisor or other departmental support person. At that meeting, the employee shall be advised of the confirmation of the layoff, the effective date and the options available to him/her. Such information will also be supplied in writing and shall constitute the formal notification of layoff.

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

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

#### **Alternate Employment Opportunities:**

- B.6 When an employee requests an alternate employment opportunity within the College, the Layoff Sub Committee shall be responsible for identifying such alternate employment opportunities. The process of identifying alternate employment opportunities will be initiated within seven calendar days of the employee's request.
- B.7 For each alternate placement opportunity, the Director of Human Resources shall provide to the Committee:
- The most current resume of the employee to be relocated.
  - An up-to-date seniority list for CUPE Local 2081.
  - A list, in seniority order, of employees and their positions within each pay band.
  - A list of retirements expected to be occurring within the next twelve months.
  - A list of positions expected to be vacant within the next twelve months.
  - Job descriptions and such other information as requested by the Committee.
  - Employee's preference (if any) with respect to hours of work.

## **APPENDIX "A" – Continued**

### **Sub B – Layoff Procedures (Continued)**

- B.8 An alternate employment opportunity shall include consideration of the following actions:
- Waiving of the posting requirement for current vacancies.
  - Building employment bridging through the use of vacancies, term positions and/or unpaid leaves of absence to place the employee in a future vacancy.

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

- B.9 When a regular employee is placed in an alternate employment opportunity, the employee shall have his/her wage, benefits, increments and right to wage increases protected in the pay band he/she was receiving at the time of layoff.
- B.10 Salary protection shall be for the basic pay band assigned to the layoff position only. Salary protection will not be extended to cover any stipends for teaching, B.C. stationary engineers certificate – 4<sup>th</sup> class, journeyman trades certificate, or pesticide certificate when that work is not actually being performed. Salary protection shall occur for a maximum of six months in a twelve month period, beginning with the first alternate opportunity placement.
- B.11 In identifying alternate employment opportunities, the Layoff Sub Committee shall review all vacancy opportunities for positions which the employee is "able to perform". Where a temporary or permanent placement in a vacancy is possible, the supervisor of the vacant position shall be consulted about the requirements of the job. Where the Committee agrees that the employee could be reasonably expected to perform the duties of the position after a basic orientation, the posting requirement for the position will be waived and the employee shall be placed in the position.
- B.12 Should either the employee or the supervisor identify, within the first four months of the alternate employment opportunity placement, in the same or lower pay band, that there are serious problems occurring in the ability to perform the work of the new position, the Layoff Sub Committee will cancel the placement and process an alternate employment opportunity if possible. When placement is in a higher pay band, a trial period as defined in Article 14.05 shall apply.
- B.13 When an alternate employment opportunity has been actioned, both the employee and the supervisor will be requested to provide feedback to the Layoff Sub Committee regarding the appropriateness of the placement and the effectiveness of the Policy.

## **APPENDIX “A” – Continued**

### **Sub B – Layoff Procedures (Continued)**

#### **Bumping Options:**

- B.14 Should the Layoff Sub Committee be unable to identify any alternate employment opportunities, the employee must choose one of the other identified options.
- B.15 When an employee chooses the severance option, the severance amount as calculated under Article 15.05 shall be reduced by the additional wages required to provide salary protection.
- B.16 In the following order, the Layoff Sub Committee shall identify the position(s) the employee is able to perform and the related pay band(s) that the employee will move to:
- (a) Wherever possible, a junior position in the same pay band with the same or greater hours.
  - (b) Where (a) is not possible, the following options will be considered in order to minimize the economic impact to the laid off employee:
    - A junior position in a higher pay band with the same or greater hours, when the employee has previously held the position and successfully completed a probationary or trial period therein.
    - A junior position in the same pay band with less hours.
    - A junior position in a lower pay band closest to the employee's pre-layoff pay band with the same or greater hours.
    - A junior position in a lower pay band closest to the employee's pre-layoff pay band with less hours.
- \* A junior position will be the most junior position that satisfies the intent, not necessarily the junior position in the pay band.
- B.17 Where more than one position is feasible, but they are significantly different in nature, the Layoff Sub Committee shall consult with the employee prior to making the final decision.
- B.18 Where the bumping situation defined in #16 is to a position at the same or higher pay band as that currently received by the employee, the employee shall be placed at the pay step that is equal to the employee's current rate. If no rate is equal, the employee will be placed at the next pay step which is higher than the current rate.

## **APPENDIX "A" – Continued**

### **Sub B – Layoff Procedures (Continued)**

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

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

- B.19 Where the bumping situation identified in #16 is to a position in a lower pay band, the employee will be placed in the pay band for the bumped position and at the salary step that would minimize the employee's loss in pay (excluding any stipends previously received). Only employees with five or more years of service with the College may be placed at Step E of the new pay band.
- B.20 By mutual agreement of the parties, Article 23.07 of the Collective Agreement is waived to provide:
- (a) That employees with five (5) or more years of service with the College may be placed at Step E of the new pay band.
  - (b) That employees shall receive credit for service in Step D towards their next increment, including Step E.

### **C – RECALL PROCEDURES:**

- C.1 The recall option exists for all employees, other than those who have chosen the severance option, for a two (2) year period.
- C.2 Recall of employees shall be based on seniority provided that they are able to perform the available work.

#### **Internal Recall:**

- C.3 When an employee has maintained employment with the College, either through the alternate employment opportunities or bumping options, that employee shall remain on an internal recall list and shall have the right of first refusal should his/her position (same classification, department, status and hours) be reinstated.
- C.4 Employees on the internal recall list shall make all other job changes through the Collective Agreement's provisions for vacancy competitions.
- C.5 An employee on the internal recall list who accepts a permanent placement, by virtue of alternate employment or bumping, forfeits any right to a severance payment.

## **APPENDIX "A" – Continued**

### **Sub C – Recall Procedures (Continued)**

- C.6 An employee on the internal recall list who resigns shall lose his/her right to any further recall.
- C.7 An employee recalled to his/her former position shall be reinstated at the pay step that he/she was receiving at the time of layoff.
- C.8 An employee who bumps to maintain employment and subsequently returns to their previous position, shall be entitled to credit for the time worked towards the next increment.

### **External Recall:**

- C.9 When an employee has not maintained employment with the College that employee shall be placed on the external recall list on the basis of seniority and shall have the right of first refusal for any alternate employment opportunity which he/she is "able to perform".
- C.10 Able to perform is defined under Section A of this policy.
- C.11 An employee on the external recall list may request the College to pay out the severance package at any time during the two (2) year period and at that point shall be deemed to have resigned.
- C.12 An employee on the external recall list shall have the right to be recalled into a position of a higher pay band than that of his/her laid off position when that employee has previously been an incumbent of that position and has passed a probation or trial period in the position.
- C.13 The Union agrees that postings for vacant positions may be waived in order to offer employment that will enable a laid off employee on the external recall list to return to the College.
- C.14 The College will give priority to employees on the external recall list when casual and term assignments of less than three (3) months occur.
- C.15 After two (2) years on the external recall list, the employee shall be deemed terminated and the severance pay shall be paid.
- C.16 An employee recalled to other than his/her former position shall be appointed to the pay band and associated with that position and shall receive the pay step in accordance with Section B.18, B.19 and B.20 of this Policy.

## **APPENDIX “A” – Continued**

### **Sub C – Recall Procedures (Continued)**

#### **General:**

- C.17 An employee is not removed from the internal recall list until the expiry of twenty-four (24) months or reinstatement to his/her original position, whichever comes first.
- C.18 An employee is not removed from the external recall list until twenty-four accumulated months without employment or acceptance of a position with the same status (regular or term) as that held at the time of layoff.
- C.19 Acceptance of employment opportunities at the College that are not of the same status as that held at the time of layoff shall extend the period of recall rights by the length of such employment.
- C.20 No employee shall be removed from the recall lists for refusal to accept employment unless such employment offer was to the same position, status and hours as that from which he/she was laid off.
- C.21 The Labour Management Co-operation Committee's Layoff Sub-Committee shall identify the appropriate recall opportunities.
- C.22 Term employees shall only have the right of recall into term positions for the duration of the term of their appointment to the laid-off position.

**APPENDIX "B"**

**SUPPORT STAFF COMMON AGREEMENT**

(See following pages)