

MEMORANDUM OF AGREEMENT

between the

CAMOSUN COLLEGE

and the

CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2081

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

AND

THE UNDERSIGNED BARGAINING REPRESENTATIVES ACTING ON BEHALF OF THE CANADIAN UNION OF PUBLIC EMPLOYEES LOCAL 2081 (hereinafter called the "Union") AGREE TO RECOMMEND TO THE UNION MEMBERSHIP;

THAT THEIR COLLECTIVE AGREEMENT COMMENCING JULY 1, 2010 (hereinafter called the "new Collective Agreement"), SHALL CONSIST OF THE FOLLOWING:

1. Previous Conditions

All of the terms of the 2006-2010 Collective Agreement continue except as specifically varied below by paragraphs 2 to 4, both inclusive.

2. Effective Dates

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

3. Appendix "A"

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

4. Appendix "B"

The Employer and the Union agree to the amendments to the new Collective Agreement attached to this Memorandum of Agreement as Appendix "B" – 2010-14 Support Staff Compensation Template (CTT).

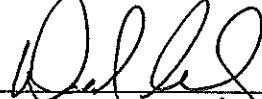
5. Ratification


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

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

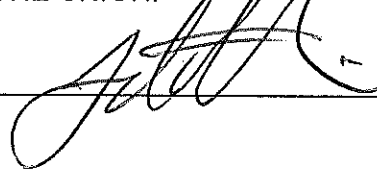
Signed this 6th day of February, 2013.

BARGAINING REPRESENTATIVES FOR
THE EMPLOYER:





BARGAINING REPRESENTATIVES FOR
THE UNION:



APPENDIX "A"

College Proposal

February 6, 2013

TIME: _____

Proposal for Settlement
Camosun College and CUPE Local 2081

1. Accord Funds

Effective June 30, 2012, the Accord Fund shall be converted to salary as per a Letter of Agreement attached as Schedule 1.

2. Staff Development Fund

Effective the date of ratification of the 2010-14 Collective Agreement, the parties agree to a Letter of Agreement on Article 30.02, Staff Development Fund, attached as Schedule 2.

3. Housekeeping

The parties agree to the remaining housekeeping changes, attached as Schedule 3.


4. Letters of Agreement

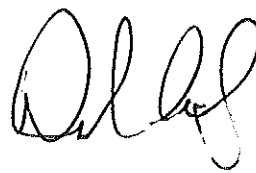
The parties agree to the renewal and deletion of Letters of Agreement as listed in Schedule 4.

5. The parties agree to add "Family Day" to the list of paid holidays in Article 19.01(a).

6. Agreed to Items

All items previously agreed to at the local bargaining table and at the Support Staff Compensation Table will be included in the memorandum of settlement.


Feb 6, 2013


Feb 6/2013

Schedule 1

Letter of Understanding

between

CAMOSUN COLLEGE

and the

CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2081

RE: Mining of the 2000 Support Staff Accord Professional Development Fund
("Accord Fund")

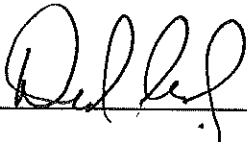
Camosun College and CUPE 2081 agree that effective June 30, 2012 the "Accord Fund", established in 2000 for the purpose of creating a fund to address training needs will be terminated.

Effective on June 30, 2012, the hourly rates of pay in Schedule "B" of the collective agreement will be increased by 0.85%.

The total value of the Fund as of June 29, 2012 will be divided by the sum of the Full Time Equivalent (FTE) number of eligible employees as of the date of ratification and the FTE number of eligible bargaining unit retired members, and will be paid out to eligible employees less employer statutory wage impacted benefit costs, prorated according to each employee's percentage of appointment for employees who are employed on the date of ratification and on the proportion of time worked and also prorated according to each retired member's percentage of appointment between April 1, 2011 and June 29, 2012 for eligible bargaining unit retired members. This payout will occur as soon as reasonably possible.

Eligible employees for the purpose of the June 29, 2012 payout include those bargaining unit members who are employed on the date of ratification and those employees who retired after April 1, 2011. The employer will make a reasonable effort to include all retired employees.

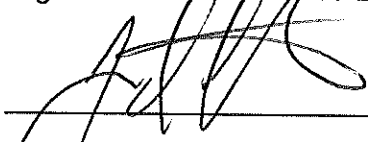
Signed on behalf of the College:



CAMOSUN COLLEGE

Date Feb 6/2013

Signed on behalf of CUPE:



CUPE Local 2081

Date Feb 6, 2013

Schedule 2

**Letter of Agreement
between
Camosun College
and
Canadian Union of Public Employees
Local No 2081**

Re: Article 30.02 Staff Development Fund

The College and the Union agree to discuss amending the guidelines for the administration of the CUPE Staff Development Fund.

The goal of these discussions is the following:

1. To fund employee initiated requests to attend conferences and conventions as previously was done by the Accord Fund.
2. To preserve the viability of the in-house portion of the Staff Development Fund.

Any recommendations for the changes to the guidelines is subject to the approval process of the respective parties.

This Letter of Agreement will expire at the end of the term on June 30, 2014.

Schedule 3 Housekeeping

Article 12.02 Adverse Report

12.02(a): ~~30.07~~ 31.07
12.02(b): ~~personal~~ personnel
12.08: ~~employees~~ employee's

Article 13 Seniority

13.03: ~~22.06~~ 22.08 (two instances)

Article 21 Sick Leave Provisions

21.05: ~~22.04~~ 22.06

Article 22 Leave of Absence

22.08(c): ~~22.05~~ 22.07
22.09(a): ~~22.06~~ 22.08

Article 26 Group Benefits

26.03: ~~Maritime Life~~ Manulife
26.09: Delete

Schedule 4 Letters of Agreement

Renew LOU's : 1, 2, 3, 4, 5, 8, 9, 10, 16

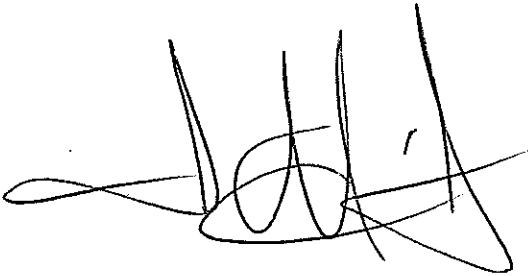
Delete LOU's: 6, 7, 11, 12, 13, 14, 15

HOUSEKEEPING

8.01 Correspondence

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

May 25, 2011

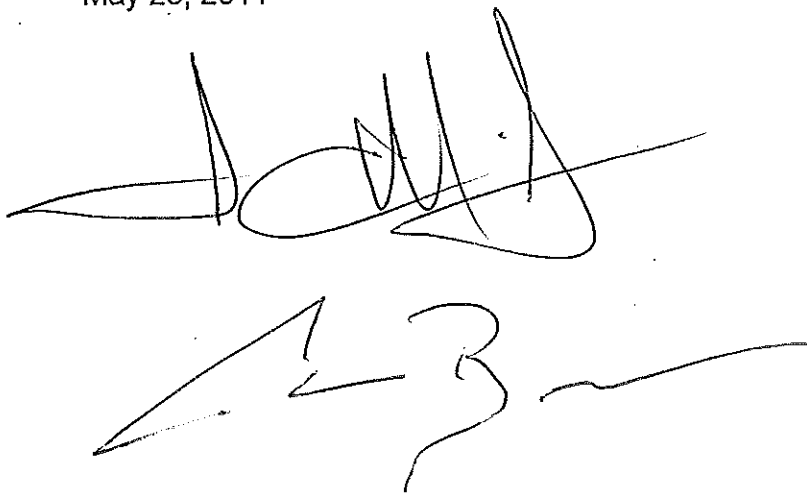
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HOUSEKEEPING

11.05 e 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.

May 25, 2011



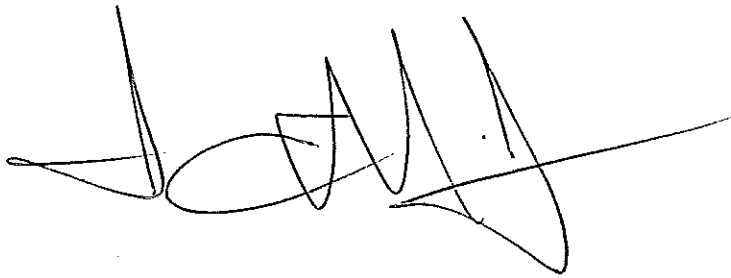

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HOUSEKEEPING

12.08 Letters of Expectations

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

May 25, 2011

A handwritten signature in black ink, appearing to be a stylized name with a long horizontal stroke extending to the right.A handwritten signature in black ink, appearing to be a stylized name with a long horizontal stroke extending to the right.

15.06 LABOUR ADJUSTMENT

(a) College Commitments

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

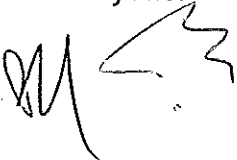
Subject to budgetary constraints and the amount of funding available for labour adjustment costs; fairness, flexibility and employee choice will prevail in the implementation of labour force adjustment strategies as approved by the College.

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

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

MAY 25/2011

~~April 7 2011~~



HOUSEKEEPING

ARTICLE 20: ANNUAL VACATIONS

20.01 Annual Vacation Entitlement

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

May 25, 2011

Two handwritten signatures in black ink. The top signature is a cursive-style name, possibly 'J. Smith'. The bottom signature is a stylized signature, possibly 'B. Green'.

HOUSEKEEPING

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 22.0406) when no one at home other than the employee can provide for the needs of the ill or injured family member, or where necessary to take a dependant child to an appointment with a medical practitioner when there is no one else in the home that can attend to the needs of the dependant child. Family illness time can be accessed by hours.

May 25, 2011

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HOUSEKEEPING

22.01 For Union Business

- (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 **Executive 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.

May 25 , 2011

Two handwritten signatures in black ink. The top signature is a cursive name that appears to be 'W. A. A.'. The bottom signature is a stylized name that appears to be 'B. B.'.

HOUSEKEEPING

22.09 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~~ 22.08;

May 25, 2011

A large, stylized handwritten signature in black ink, consisting of several loops and a long horizontal stroke.

HOUSEKEEPING

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 ~~have access to~~ an itemized statement of his wages, overtime and other supplementary pay and deductions.

May 25, 2011

Two handwritten signatures in black ink. The top signature is a cursive name that appears to be 'M. J. [unclear]'. The bottom signature is a cursive name that appears to be 'B. [unclear]'. Both signatures are written in a fluid, connected style.

HOUSEKEEPING

24.04 Rate of Pay on Revaluation

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

May 25, 2011

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HOUSEKEEPING

26.04 Workers' Compensation – WorkSafe BC

- (a) Where an employee is on a claim recognized by the ~~Workers' Compensation Board~~ **WorkSafe BC**, 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~~ **WorkSafe BC** will be sent directly to the employee. All employee benefit premiums normally paid by the College shall continue during this leave.

May 25, 2011

A handwritten signature in black ink, appearing to be 'J. Bell', is written over the date. Below the signature is a large, stylized scribble that includes a large number '3' and a long horizontal line extending to the right.

HOUSEKEEPING

26.06 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 enrolment in the plan upon the completion of two (2) years of continuous employment by the College.

May 25, 2011

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HOUSEKEEPING

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:

- (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~~ WorkSafe BC publications entitled "Guidelines for Video Display Terminal Workplaces" and "Working with Video Display Terminals".

May 25, 2011

Two handwritten signatures in black ink. The top signature is a stylized, somewhat illegible scribble. The bottom signature is more legible, appearing to start with a large 'B' followed by a wavy line.

APPENDIX "B"

December 2, 2012

To the Union on December 2, 2012

TIME: 11:06 PM

2010-14 – Support Staff Compensation Template (CTT)

between

POST SECONDARY EMPLOYERS' ASSOCIATION ("PSEA")

("the Employers")

and

BRITISH COLUMBIA GOVERNMENT AND SERVICE EMPLOYEES' UNION ("BCGEU")

and

CANADIAN UNION OF PUBLIC EMPLOYEES ("CUPE")

and

CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES ("COPE")

The parties have agreed that the following items will form part of the Memorandum of Settlement between them for the renewal of the local parties' collective agreements that expired in 2010. The parties agree to recommend this template to their respective principals.

All of the terms of the local collective agreements that expired in 2010 continue except as specifically varied below and by the other additions, deletions and/or amendments agreed to during local bargaining.

1. Term of Agreement

The term of the new BCGEU, CUPE, and COPE collective agreements shall be for forty-eight (48) months, effective from July 01, 2010 to June 30, 2014.

In the case of the College of New Caledonia and CUPE Local 4951, the term of the new collective agreement shall be for forty-nine (49) months, effective from June 01, 2010 to June 30, 2014.

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2010-14 – Support Staff Compensation Template Table

The continuation language of each local Agreement's Term of Agreement provision, if any, shall remain as it is in the Agreement currently in force.

2. Health Welfare Benefits

Effective February 01, 2013, the Employers agree to amend the applicable local Extended Health Benefit Plan such that reimbursements under the plans will only be issued for prescription drugs that are included under the BC Provincial Pharmacare Formulary.

3. Wage Increase

All wage scales for classifications or positions in the BCGEU, CUPE, and COPE collective agreements shall be increased by the following percentages effective on the dates indicated:

- (a) Effective December 01, 2012, all wage scales in the collective agreements which were in effect on November 30, 2012 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (b) Effective March 01, 2013, all wage scales in the collective agreement which were in effect on February 28, 2013 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (c) Effective July 01, 2013, all wages scales in the collective agreements which were in effect on June 30, 2013 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (d) Effective April 01, 2014, all wages scales in the collective agreements which were in effect on March 31, 2014 shall be increased by one percent (1.0%). The new rates shall be rounded to the nearest whole cent or dollar as applicable.

These wage increases shall apply to all current employees who are members of the bargaining unit.

4. New – Letter of Understanding – Post-Secondary Early Intervention Program

Effective the date of ratification of the local parties' Memoranda of Agreement, the Employers and the Unions agree to the Letter of Understanding - Post-Secondary Early Intervention Program which is attached to this Compensation Template as Schedule "1".

5. Housekeeping

Effective the date of ratification, the Employers and the Unions agree to the following housekeeping amendments:

- (a) Delete the Letter of Understanding on the Fiscal Dividend which was agreed to in the 2006 round of bargaining;
- (b) Delete the Letter of Understanding on the Incentive Payment which was agreed to in the 2006 round of bargaining;
- (c) Delete the Letter of Understanding on the Labour Market Adjustment which was agreed to in the 2006 round of bargaining
- (d) Delete the Letter of Understanding on the Joint Early Intervention Program for Employees on Sick Leave or Disability which was agreed to in the 2006 round of bargaining.

Signed by the Parties at Burnaby, British Columbia, on the December 2, 2012.

For the Employers:

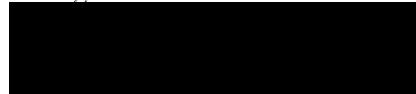


Rob D'Angelo, PSEA, Chair



Anita Bleick, PSEA CEO

For the Unions:



Lindsay Buss, BCGEU Staff



Ian McLean, CUPE Staff

Schedule “1”

Letter of Understanding

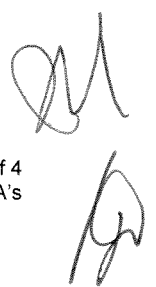
Post-Secondary Early Intervention Program

The Parties agree to develop an Early Intervention Program (EIP) with the following characteristics:

- The purpose of the program is rehabilitative; each employer covered by this agreement will develop an administrative approach to implement the program that will be reviewed with its local union;
- Where an employee is absent for five (5) or more consecutive days of work or where it appears that there is a pattern of consistent or frequent absence from work, the employee may be referred for participation in the EIP. If an employee is referred, the employee must participate in the EIP;
- Assessment of an employee’s eligibility for the EIP will continue through the period of the employee’s absence;
- The employee will provide the information necessary for the employer, the union, and the disability management services provider to determine the employee’s prognosis for early managed return to work;
- The parties jointly must maintain the employee’s medical records and related records as confidential; managers will only be provided with information necessary for rehabilitative employment; and
- An employee enrolled into the program is entitled to union representation; the union agrees to maintain the confidentiality of the employee’s medical and related records.

The parties will establish a committee of five (5) members each that will develop detailed implementation plans for the Early Intervention Program.

The committee will commence meetings by January 5, 2013 and will conclude by January 31, 2013. In the event that the parties are unable to reach agreement on the program by January 31, 2013, they agree to submit their differences to an arbitrator agreed to by the parties, by February 14, 2013. The arbitrator must adhere to the principles outlined above, and the parties will request that the arbitrator will issue his/her decision on the design of the plan by February 21, 2013 for implementation by March 1, 2013.

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