

## Offer of Settlement

DATE: December 7, 2022

TIME: 5:25 pm

The following package of items is to be considered an Offer for Settlement (the Offer) submitted by College of New Caledonia to CUPE, local 4951 for the renewal of the 2019-2022 collective agreement.

The Offer is presented in a package format. Any issue not included in the Offer from the original list of proposals submitted by either the Employer or the Union is deemed to be withdrawn.

Where the Offer is not accepted as a whole, the Offer is withdrawn completely. Any issues left out of the Offer return to active bargaining status if this Offer is rejected. Any issues previously tentatively agreed to will retain that same status if this Offer is rejected.

All Employer proposals are made subject to errors and omissions. The Offer is advanced on a without prejudice basis to conclude the renewal of a Collective Agreement.

**2022 – LOCAL TABLE**  
**between**  
**COLLEGE of NEW CALEDONIA**  
**("the Employer")**  
**and**  
**CUPE, LOCAL 4951**  
**("the Union")**

The parties have agreed that the following items will form part of the Memorandum of Settlement between them for the 2022 College of New Caledonia – CUPE, Local 4951 Collective Agreement. The parties agree to recommend this Memorandum of Settlement together with the applicable 2022 – CUPE Template Table Memorandum of Settlement (signed November 9, 2022) to their respective principals.

All changes to existing language are indicated by bold, italicized text and / or strikethrough where required for clarity.

The effective date for all changes to the new Collective Agreement will be July 1, 2022, unless otherwise specified.

All of the terms of the 2019 - 2022 Collective Agreement between the Parties continue except as specifically varied below.

**1. ~~Article 3 – Definitions~~**

**ARTICLE 3 – Employee Status**

**3.01 EMPLOYEE**

"Employee" shall mean any person employed by the College who is covered by the bargaining unit as determined in Article 2.

**3.02 FULL-TIME EMPLOYEE**

A full-time employee shall mean any employee who normally works a regular work week of thirty-five (35) hours per week as defined in Article 13 (Hours of Work). Such employees will be salaried.

**3.03 PART-TIME EMPLOYEE**

- a. A part-time employee shall mean any employee who normally works less than thirty-five (35) hours per week. Such employees will be paid by the hour.
- b. Where the Union identifies a position classified as part-time (excluding casuals) which has been filled at an average of thirty-three (33) hours per week in a thirty-five (35) week period, the parties agree that the Joint Standing Committee will meet and reach a mutually acceptable resolution as to whether the position should be converted to full-time.

**3.04 REGULAR EMPLOYEE**

Regular employee shall mean an employee who is appointed to a continuing position such as full/part-time regular and full/part-time seasonal.

A regular employee (including a seasonal employee) has the right to apply for and accept, if offered, a Leave Replacement position or a Fixed-Term position. At the conclusion of the Leave Replacement or Fixed-Term appointment, they shall be entitled to return to their previous position. A regular employee shall retain their entitlements to vacation and sick leave while on such appointments.

**3.05 SEASONAL EMPLOYEE**

- a. Seasonal employee shall mean a regular employee whose appointment is created due to seasonal requirements for a period not exceeding ten (10) calendar months in duration. An employee's appointment may be extended beyond ten (10) months with the written approval of the Union Standing Committee. Such approval shall not be unreasonably denied.
- b. It is understood that employees on seasonal appointments will have the right to return to the same position providing this occurs within six (6) months of the completion of their appointment. If an employee's seasonal position is declared redundant, or if a seasonal employee is laid-off during the term of the seasonal appointment, the employee shall have the rights afforded them in Article 10 (Seniority) and Article 11 (Layoff). Otherwise, completion of a seasonal appointment shall not constitute lay-off.
- c. After the completion of a seasonal appointment, if a seasonal position is deemed to be redundant, the College shall within ten (10) working days of this determination being made, notify the Chair of the Union Standing Committee and the affected employee(s) in writing. In such instances Article 10 (Seniority) and Article 11 (Lay-off) shall apply.



- d. An employee on a seasonal appointment shall be granted vacation with pay as per the provisions of Article 19.01 (Annual Vacation Entitlement). All vacation times must have the prior written permission of the Department Head. It is recognized that seasonal appointees will normally schedule their vacation at those times when their services are not required.
- e. An employee on seasonal appointment shall receive benefits as outlined in Articles 26.01, 26.02 (subject to Carrier Conditions), 26.03 and 26.04. The right of employees on seasonal appointments to contribute to benefit plans under this Agreement during the period when they are not employed (see 3.05(b)) shall continue for a period of six (6) months. This provision is subject to carrier conditions and with the understanding that the employee bears the full premium cost. An employee may elect to prepay the premium cost by payroll deduction by specifying the details in writing to Human Resources.
- f. Seasonal appointees employed for a term exceeding nine (9) months and whose normal work week is thirty (30) hours or more, vacation shall be calculated based on the term of the appointment times the applicable rate and may be taken at any time throughout the appointment (subject to 3.05 (d)). It is understood that should the employee resign prior to the appointment termination; they will repay any unearned time that has been taken. The parties agree that this clause will constitute the written assignment required of the employee for repayment.
- g. Seasonal employees will have an option to accept casual employment during their seasonal break.

### 3.06 **FIXED-TERM EMPLOYEE**

- a. A fixed term is defined as:
  - i. A term of employment of up to 2 years’;
  - ii. In applied learning positions, a period of employment between 6 months and up to 5 years’;
  - iii. Other periods as provided under article 3.07, Leave Replacement Employees
- b. Where a fixed term appointment is extended beyond two years, with the exception of applied learning positions, and the College changes the status of the position from fixed term to that of some other status (e.g. regular, seasonal) the College will follow the procedures outline in Article 9.01, Job Postings. Alternatively, in order to maintain the incumbent in the position, the College must first obtain the written approval of the Union through Labour Management Committee. Such approval shall not be unreasonably denied. It is agreed that written approval may be obtained from three (3) members of the Committee (one management and two union) when the Committee is not meeting. The agreement will be recorded in the subsequent Labour Management meeting minutes.



- c. Fixed-term employees are entitled to the same rights and provisions of the collective agreement as seasonal employees, excepting 3.05(c) and 3.05(e).
- d. An employee on a fixed-term appointment shall receive benefits as outlined in Articles 26.01 or 26.02 (subject to Carrier Conditions), 26.03 and 26.04.
- e. A fixed-term employee shall accrue sick leave as per article 20.02 Sick Leave Allotment. They shall carry forward any unused balance to subsequent appointments. The employee may access their sick leave on all appointments other than casual.
- f. A fixed-term employee shall receive vacation pay on each pay cheque in accordance with Article 19.01b, except that a regular or seasonal employee on a fixed term appointment shall continue to accrue and take vacation in accordance with Article 19.01a.
- g. For the first three (3) calendar years of service, employees doing applied learning work will be eligible for benefits under Article 26. Should the position exceed three (3) calendar years, the employee will be considered a Regular Employee from the third-year anniversary forward until the end date of the project.

### **3.07 LEAVE REPLACEMENT EMPLOYEE**

An employee who is hired or accepts a transfer to fill an existing position vacated as a result of an approved leave is a Leave Replacement Employee. Such employees have the same rights and provisions of the collective agreement as fixed-term employees. If such leave is expected to last three (3) months or longer, it shall be posted.

### **3.08 CASUAL EMPLOYEE**

- a. Casual employees are employees who do not have an expectation of continuing work. A casual employee is typically employed on a daily basis, when the need arises.
- b. Prior to hiring a casual employee, the College will offer all available hours to qualified part-time and seasonal employees. Casual employees may work up to full-time hours for the purposes described in Article 3.08. Under no circumstances does the assignment of a casual employee prevent the appointment of a part-time position.
- c. An employee on a casual appointment shall receive vacation pay on each pay cheque at the rate of 4% and benefits as outlined in Article 26.04 of the Collective Agreement. Articles 10.06, 10.07, and 10.08 (Recall) shall not apply to these employees.

- d. Casual employees who apply for job vacancies shall be considered on the merits of their job-related knowledge, skills and abilities. When a casual employee has accumulated nine hundred and fifteen (915) hours of service, seniority rights available in accordance with Article 9.01a shall apply to that casual employee.
- e. If the casual employee is the successful applicant for a job posting and is awarded a non-casual position, their service as a casual employee from June 1, 1997 forward shall be credited towards the accumulation of seniority. Notwithstanding the above, it is expressly agreed that the employee must serve a full probationary period in the position as per Article 3.09.

### **3.09 PROBATIONARY EMPLOYEE**

- a. Newly hired employees shall be subject to a six (6) month OR 609 working hours probationary period, whichever is less.
- b. The probationary period may be extended to a period not exceeding a further three (3) months, with mutual agreement of the College and the Union. Any leave from the position of longer than five (5) 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 in writing.
- c. During the probationary period a probationary employee shall be entitled to all rights and privileges of this Agreement subject to any limiting provisions of this collective agreement.
- d. During the employee's probationary period issues of concern will be brought to the employees' attention. At the end of the probationary period, the employee's work record and general adaptability to the College's working conditions will be evaluated, in writing and will state whether continuation of employment will occur. Failure of the employee to perform the job to the satisfaction of the College shall be just cause for dismissal.

### **3.10 WORK PERFORMED BY STUDENTS/ WORK INTEGRATED LEARNING**

Work-integrated learning (WIL) is a form of curricular experiential education that formally integrates a student's academic studies with quality experiences within a workplace or practice setting. WIL experiences include an engaged partnership of at least: an academic institution, a host organization, and a student. WIL can occur at the course or program level and includes the development of student learning objectives and outcomes related to: employability, agency, knowledge and skill mobility and life-long learning. WIL opportunities may take a variety of forms including, but not limited to, cooperative education, practicums, and internships.

**A. STUDENT WORKER GENERAL TERMS**

Both parties recognize and support the students' needs to gain employment skills and on-the-job training. Wherever possible, the College will give preference to students of the College of New Caledonia.

- i. The College agrees that students involved in the projects and programs described shall not be utilized to:
  - replace members of the bargaining unit, (as defined in Article 2.01 – Bargaining Unit Certification), or
  - postpone or prevent an existing regular part-time position from becoming a full-time position, or
  - postpone or prevent the establishment of new positions by the College.
- ii. The College agrees that no employee shall be made redundant or suffer loss of earnings through students performing work normally done by employees in the bargaining unit.
- iii. Students shall not be used in preference to Casual Employees for work that has been regularly performed by Casual Employees in the past.
- iv. Student Workers are subject to the membership provisions in Article 5 and the union dues provisions in Article 6.
- v. Unless otherwise stated in this agreement, student workers will be paid at a rate of Salary Band "S".
- vi. Hours of work will be in accordance with the program requirements and overtime compensation as outlined in Article 14 shall apply to Student Workers for time worked in excess of a seven-hour day.
- vii. Unless covered elsewhere in this agreement, student workers shall be covered by the following provisions of the Collective Agreement only: Articles 1, 2, 3 (excluding 3.08 (a)), 4, 7, 12, 13, 14, 15, 16, 18, 23, and 28.
- viii. The parties agree that individuals employed as Student Workers will be considered Casual Employees and receive the appropriate benefits as per Article 3.08 (c).

Disputes arising out of the above will be dealt with through the grievance procedure of the Collective Agreement.

Information related to work performed by students will be provided to the union on the monthly status report.



**B. WORK PRACTICUMS/JOB SHADOWING PROGRAM**

- i. The Union recognizes and agrees that from time to time during the term of this Agreement there will be work performed by students as a part of their work experience practicums.
- ii. When such students undertake practicum work experiences which may occur at the College, and when the duties undertaken while on such practicums might otherwise have been performed, had they been undertaken, by employees of the College covered by the Union bargaining unit; the parties agree that such students:
  - are not employees of the College;
  - are not within the Union bargaining unit; and
  - will not be paid.
- iii. Student practicums shall be limited to two (2) students per semester per department for a period of normally not longer than three (3) consecutive weeks (for full-time practicums – more than 30 hours per week), and twelve (12) consecutive weeks (for part-time practicums – less than 8 hours per week) or other such arrangements as shall be mutually agreed-to in writing by both parties.
- iv. The College shall notify the Union Labour Management Committee in advance of the number of students being placed for practicum work experience within the College and provide a general outline of the duties to be performed during the practicum work experience.
- v. It is agreed that employee participation in a Job Shadowing Program is voluntary, and that the employee has the right to withdraw from the arrangement by notifying their manager. An employee's involvement or non-involvement in a program shall not be referenced in any way in a performance evaluation.

**2. Article 5.02 - Change in Status**

The College agrees to notify the ~~Union Standing Committee~~ **Labour Management Committee** in writing, once a month, of the name, position, department, salary band and

pay rate of each employee who is hired, promoted, transferred, recalled, on Long Term Disability on Leave Without Pay or resigns.

The College also agrees to notify the ~~Union Standing Committee~~ **Labour Management Committee** once per month, of the name, position, **and** department ~~and estimated hours~~ of each new appointment of an employee who is not a full-time regular employee.

~~The College agrees to provide the Union Standing Committee with a copy of the employee's written notification of suspension or dismissal within five (5) working days of the notification of the change in status. The copy shall state the employee's name, position and department.~~

### 3. Article 10.05 – Loss of Seniority

- e. An employee is transferred to or is the successful applicant for an excluded position outside of the bargaining unit for a period in excess of six ~~(6)~~ **nine (9)** months. In this circumstance, an employee will lose seniority rights and be removed from the seniority list. If the period outside of the bargaining unit is less than six ~~(6)~~ **nine (9)** months, they shall retain their seniority accumulated up to the date of leaving the unit, but will not accumulate any further seniority until the employee returns to the bargaining unit.

### 4. Article 14.04 – ~~CALL OUT~~ **BACK PROVISIONS**

#### A. Call back

- 1) Where an employee has left the College after a regular scheduled working day and no prior arrangements have been made for the employee to work overtime and the employee has been called back to work, the employee shall receive a minimum of four (4) hours of overtime, provided the employee commences work. Where the employee **arrives but** does not commence work, the employee shall receive ~~a minimum~~ two (2) hours overtime.
- 2) Where an employee has not left **the College** after their regular working hours, or **prior** arrangements have been made for reporting back to work at a specific time, this call back provision shall not apply.
- 3) An employee who is called back will be compensated for cab fare, to and from the College, or the mileage per C.N.C. **current** expense rates.

## **B. Standby**

**Standby is defined as being scheduled to be available to work at any time following the completion of an employee's scheduled shift during a standard work week or on scheduled days of rest.**

**Standby schedules will normally be established from November 1 to April 30 annually and for periods of campus closures. An employee who is required to be on standby will be subject to the following provisions:**

- 1. An employee will receive one (1) hour pay at the employee's regular rate of pay for each eight (8) hour period or less of standby on regularly scheduled days of work.**
- 2. An employee will receive two (2) hours' pay at the employee's regular rate of pay for each 24 hour period or part thereof on regularly scheduled days of rest.**
- 3. If an employee is asked to report to the workplace while on standby, the employee shall receive Call Back pay as set out in Article 14.04(a).**
- 4. If a standby employee determines another employee or resource is needed, the standby employee will advise the applicable manager.**
- 5. Employees on standby can receive one (1) communication per standby shift without additional cost to the Employer. A communication is defined as a telephone call or text conversation lasting up to fifteen (15) minutes.**
- 6. During standby shifts, an employee will respond to inquiries within fifteen (15) minutes.**
- 7. When called out during a standby shift, an employee must report to the designated workplace within thirty (30) minutes. The parties agree that consideration will be given to individual employee residence to the worksite with respect to the required reporting time. Any disputes shall be referred to the Labour Management Committee.**
- 8. An employee who reports to work during a standby shift is permitted to leave the workplace once the assigned work is complete.**
- 9. Employees on standby may trade standby shifts with other employees of the same position with the approval of their supervisor.**
- 10. The Employer will post the standby schedule at least ten (10) working days in advance. The standby shifts will be rotated between employees within the same position and department.**
- 11. An employee on standby may not pyramid standby pay with other shift premiums or overtime.**



5. **Article 15.05 – Progressive Discipline**

The value of progressive discipline with the aim of being corrective in application is recognized by both parties. Therefore, except in ~~extreme~~ cases such as gross misconduct, **or similar serious employment offences**, discipline or dismissal for just cause ~~should~~ **may normally** be preceded by ~~a documented record of some or all of the following: counseling, warnings (written or oral) and/or suspensions.~~ **progressive disciplinary measures.** For clarity, **progressive discipline is a series of normally increasing disciplinary measures, up to and including termination of employment.** The College agrees to notify the Union ~~Standing Committee President~~ within five (5) working days of discipline actions taken against any employee.

6. **Article 15.06 – Adverse Reports**

The College shall notify an employee in writing of any expression of dissatisfaction concerning their work within ten (10) working days, **of an event coming to the attention of the employer,** ~~of the event of the complaint,~~ with a copy to the ~~Chair of the Union Standing Committee President.~~ This notice shall include particulars of the work performance which led to such dissatisfaction. If this procedure is not followed, such expression of dissatisfaction shall not become a part of their personnel file for use against them at any time. The employee's reply to such complaint, accusation or expression of dissatisfaction shall become part of their personnel file.

**A letter of expectations is not considered an adverse report.**

7. **20.01 NOTIFICATION, PROOF OF ILLNESS AND FAMILY SICK LEAVE**

- a. In positions where replacement personnel would normally be required, notification of anticipated absence must be given to the appropriate College department no later than two (2) hours prior to the commencement of the shift, except where this proves impossible. In positions where replacement personnel would not normally be required, notification of anticipated absence to the appropriate College department should be made as soon as possible after the commencement of the shift. For the purpose of this Article, replacement personnel shall be security guards and day care personnel. Any new positions that may fall into this category shall be settled according to Article 27.03 (Modification of Agreement).
  - i) In case of absence of five (5) days or longer, a proof of illness may be requested by the College. The proof of illness may take the form of a medical certificate. If there is any charge for this proof, the College will absorb the cost.
  - ii) If an employee has repeated absences of a short-term duration, they may be advised that proof of illness will be required for future absences.
- b. An employee is entitled, upon approval by the ~~Divisional Director~~ **Dean, Director** or Manager, to use annual sick leave entitlement up to a maximum of ten (10) days per entitlement year (20.02) for family sick leave purposes in the following circumstances:

- i) in the case of illness of a member of the immediate family of an employee, when no one at home other than the employee can provide for the needs of the ill person; or
  - ii) when a spouse or dependent child is hospitalized, or
  - iii) in the event of the birth or adoption of a child.
- c. Such approval will not be unreasonably withheld. For the purposes of this article, “immediate family” is defined as an employee’s spouse and any of the following relatives of an employee: parent, parent-in-law, step-parent, child, step-child, foster child, brother, sister, grandparent, grandparent-in-law, grandchild; or any other person permanently residing in the employee’s household, and any other person with the approval of the appropriate **Dean, Director or Vice-President Manager**. The word “spouse” shall be deemed to include a common-law spouse (with no regard to gender).

#### 8. 22.02 EXTENSION OF MATERNITY AND ADOPTION LEAVE

Maternity leave shall be extended for up to an additional six (6) months where a doctor's certificate is presented certifying that for medical reasons, the health of the mother dictates such an extension is required for the mother.

**Maternity and Adoption leaves shall be extended for up to an additional six (6) months where a doctor's certificate is presented certifying that** for medical reasons the health of the infant dictates such an extension is required for a parent.

#### 9. 22.04 SUPPLEMENTAL EMPLOYMENT BENEFIT FOR MATERNITY LEAVE

Effective **the date of ratification of the 2022 – 2025 collective agreement, July 1<sup>st</sup>, 2021** when on maternity leave, a regular employee will receive a supplemental employment benefit (“SEB”) payment added to Employment Insurance (“EI”) benefits as follows:

- a) For the first week of maternity leave an employee shall receive ~~eighty percent (80%)~~ **one hundred percent (100%)** of their salary calculated on their average base salary.
- b) For a maximum of fifteen (15) additional weeks of maternity leave the employee shall receive an amount equal to the difference between the EI benefits and ~~eighty percent (80%)~~ **ninety-five percent (95%)** of their salary calculated on their average base salary.
- c) To receive SEB the employee shall provide the employer with proof of application for and receipt of EI benefits.
- d) The average base salary for the purpose of Article x(a) through (b) is the employee’s average base salary for the twenty-six (26) weeks preceding the maternity leave. If the employee has been on unpaid leave for part of the preceding twenty-six (26) weeks, then up to four (4) weeks of that unpaid leave will be subtracted from the twenty-six (26) weeks for the purpose of calculating the average base salary.



e) An employee is not entitled to receive SEB and disability benefits concurrently.

**10. 23.02 PROTECTIVE CLOTHING**

The College shall provide protective clothing for any job which requires it at no cost to the employee. If an employee is required under ~~W.C.B.~~ **WorkSafeBC** Regulations to wear protective footwear the College agrees to reimburse the employee ~~eighty percent (80%) up to \$500 of for~~ the cost of ~~the one (1) pair of~~ footwear per calendar year, based upon receipt submitted.

*The \$500 limit will become effective July 1, 2023.*

**11. ~~Article 25.08 – Rate of Pay for New Hires into Existing Positions~~**

~~A new employee who is hired into an existing position shall be paid the same rate of pay as the previous incumbent in the position, or the current pay equity target rate whichever is less.~~

**12. MEMORANDUM OF UNDERSTANDING**

**BETWEEN:**

**COLLEGE OF NEW CALEDONIA**

**AND:**

**CUPE LOCAL 4951**

**RE: SERVICE AND WORKPLACE IMPROVEMENT FUND**

**A Service and Workplace Improvement Fund will be maintained to support specific types of identified activities. Examples of appropriate activities include but are not limited to:**

- Targeted labour market adjustments
- indigenous cultural competencies
- mental health and crises management
- working with persons with disabilities
- communications
- conflict resolution
- professional development

**The amount allocated by the College of New Caledonia to the fund annually will be \$ 44 250. Any unspent balance at the end of each fiscal year shall be carried forward over for one year only.**

**Subject to the provisions of this LOU, the Labour Management Committee will administer the fund.**



**MEMORANDUM OF UNDERSTANDING**

**BETWEEN:**

**COLLEGE OF NEW CALEDONIA**

**AND:**

**CUPE LOCAL 4951**

**RE: SERVICE IMPROVEMENT FUND**

A Service Improvement Fund will be established to support specific types of employee training and professional development activities that enhance the delivery of services to students. Examples of appropriate activities include but are not limited to: indigenous cultural competencies, mental health and crises management, working with persons with disabilities, communications, conflict resolution, etc.

The amount allocated by the College of New Caledonia to the fund each year will in accordance with the following schedule:

Year 1: \$ 30,000

Year 2: \$ 66,000

Year 3: \$ 104,000\*

\* Year 3 represents the amount of ongoing funding for this initiative.

For years 1 and 2, any unspent balance at the end of each fiscal year shall be carried forward and added to the allocation for the next fiscal year.

For year 3 and beyond, funds not allocated within the fiscal year will be carried over for one year only. An employee or a group of employees may apply to the fund to cover the cost of activities that would enhance the delivery of services to students.

Subject to the provisions of this LOU, the Professional Development Committee will administer the fund. This Committee shall review and approve applications.

**13. LETTER OF UNDERSTANDING [NEW]**

**Re: Labour Market Adjustment for IT and Trades Positions**

In recognition of the recruitment and retention issues for IT and Trades positions, the Employer and the Union, (the "Parties") agree to Market Adjustments as follows:

1. Effective July 1, 2022, Market Adjustments will be applied annually only to the following jobs as follows:

**a) IT POSITIONS**

<b>Classification Band</b>	<b>Position Affected</b>	<b># staff</b>	<b>Top Up Amount Per Individual Position</b>
L	Supervisor Infrastructure, Supervisor Service Desk	2	\$6000
K	Systems Administration II, Network Administration II	3	\$6000
J	Systems Administration I, Network Administration I	3	\$3600
I	Systems Analyst II, Network Analyst II	1	\$2400
H	Systems Analyst, Network Analyst I	2	\$1200
G	Project Coordinator, Service Desk Analyst 2	1	\$600
F	Service Desk Analyst I	7	\$600

**b) TRADES POSITIONS**

Facilities Services Supervisor	1	\$2500
Power Engineer	2	\$2500
Electrician	2	\$2500
Plumber	1	\$2500
Tool Room Technician	7	\$2500

2. The above noted jobs named in this LOA will continue to adhere to the Parties' College collective agreement – Wage Schedule with the addition of a Market Adjustments to be applied to the applicable salary as per the above. The Market Adjustment will not be subject to negotiated general wage increases. The Market Adjustment is based on an incumbent occupying the identified jobs at 100% FTE. In the event it is less than 100% FTE, the Market Adjustment will be prorated accordingly.
3. The Market Adjustments as per point 1 and 2 above will apply to current incumbents of the job and will also apply to future incumbents who are hired prior to July 1, 2025 for the term of this LOU.

4. These Market Adjustments result from a Labour Market Adjustment for the jobs identified in items 1 (a) and (b) above only and do not apply to any other job within the Parties' Collective Agreement and is outside the job evaluation process.
5. The Labour Market Adjustment Stipend for these positions will be reflected on all postings.
6. This Letter of Agreement is on a without precedent and prejudice basis to any other post-secondary institution in British Columbia and will not be referred to or relied upon in any legal proceeding or bargaining matter by these institutions.
7. This agreement shall be binding and remain in effect for the duration of the Parties' 2022/2025 collective agreement. The LOU may be renewed, modified, deleted, or incorporated into the collective agreement during the next round of bargaining.

SIGNED this \_\_\_\_ day of \_\_\_\_\_, 2022:

14. *While not to be included in the collective agreement, the following changes to Extended Health Benefits will be made effective April 1, 2023:*

- Visioncare will increase from \$300/2 years to \$650/2years
- Massage Therapy will increase from \$250 to \$500 annually
- Physiotherapy will increase from \$250 to \$500 annually
- Naturopath will increase from \$250 to \$300 annually
- Chiropractor service will increase from \$250 to \$400 annually
- Mental Health Supports (previously 'Psychologist') will increase from \$200 to \$1000 annually

**15. Previously agreed items**

Items previously agreed and signed off between the parties during these negotiations are listed as Schedule 1 of this memorandum of settlement and included as agreed changes to the 2019-2022 College of New Caledonia – CUPE, Local 4951 Collective Agreement.

**16. Ratification**

The date of ratification will be the date the parties, including the PSEA Board of Directors, conclude the ratification of the local portion and the Common Agreement portion of their 2022-25 collective agreement.



Signed by the parties at Prince George, British Columbia, on December 7, 2022.

For College of New Caledonia

For CUPE, Local 4951

Tom Jones



Edna

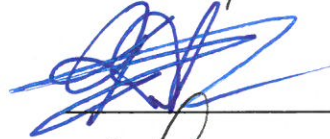
Julie M

Suzanne Merrett

Joe

June D.

Lily Bachand



Loanne Yearley

Bookin

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## **SCHEDULE 1**

*The Parties have previously agreed to the following 'Green Sheet' items:*

- 5.01 New Employees
- 7.03 Time-Off for Union Business and Activities
- 7.09 Labour Management Committee
- 10.03 Accumulation of Seniority
- 10.06 Seniority Retention
- 10.07 Recall
- 13.01 Standard Work Day and Standard Work Week
- 13.02 Alternate Schedule
- 15.03 Right to Grieve
- 15.04 Just Cause
- 15.09 Dismissal
- 16.06 Grievance Steps
- 16.08 Early Intervention
- 25.02 Rate of Pay on Promotion/Transfer
- 27.02 Employee Appointments
- LOA Conversion to Full-time Positions



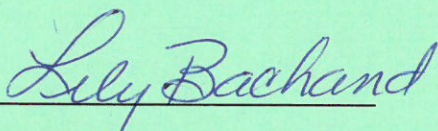
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## ARTICLE 5 – UNION MEMBERSHIP AND SECURITY

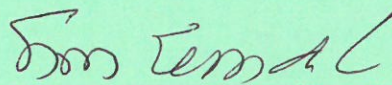
### 5.01 NEW EMPLOYEES

The union shall receive a copy of all signed letters of employment. All employees to whom this Agreement is applicable, shall, as a condition of employment, become members of the Union upon initial payment of union dues.

Signed at the College of New Caledonia, Prince George on December 6, 2022.



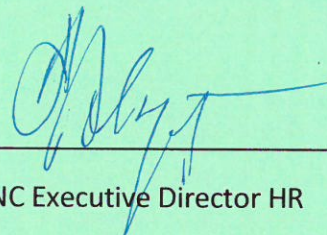
CUPE Local 4951



PSEA Representative



CUPE National Service Representative



CNC Executive Director HR



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## ARTICLE 7 – UNION RIGHTS AND ACTIVITY

### 7.03 TIME-OFF FOR UNION BUSINESS AND ACTIVITIES


Leaves of absence without loss of seniority are to be granted, in all cases subject to the requirements of the College to operate and manage its affairs:

- a. without pay to representatives of the Union to attend conventions of the Union and bodies to which the Union is affiliated when requested in writing by the Union at least five (5) working days in advance of the start date of the leave requested and naming employees for whom the request applies;
- b. without pay to representatives of the Union to attend to Union business which requires them to leave their premises of employment, when requested in writing by the Union at least five (5) working days in advance of the start date of the leave requested and naming the employees for whom the request applies;
- c. without pay to employees who are representatives of the Union's bargaining committee when requested in writing by the Union at least five (5) working days in advance of the start date of the leave requested and naming the employees for whom the request applies;
- d. with pay to named and recognized Stewards to perform duties as may be necessary for the administration of the Agreement, subject to 7.02 above;
- e. with pay to the President of the Union to consult with management for the purpose of the administration and negotiation of this Agreement. The Union agrees to reimburse the College for all salary and benefit costs beyond 457 hours per fiscal year of paid release time. In the case of a part-time employee who is Union President, the amount shall be pro-rated). The paid release time is non-cumulative from one (1) fiscal year to the next fiscal year. The Union President agrees to obtain prior supervisory approval for leave, and to submit an Application for Leave for all time taken under this provision.
- f. without pay, for a period of up to two (2) years, when requested by employees who have been elected to a full-time office or position in the Union.
- g. where Union meetings interfere with the employee's regular hours of work, and an employee requests time off with pay to attend such Union meetings, the request shall be granted provided such time off does not interfere with normal College operations. Wherever possible, the Union will provide fourteen (14) days' notice of such meetings to the College, and limit meetings to one (1) hour. Time off in accordance with this clause shall not be granted more than once per month.
- h. leave of absence shall be granted, in all cases subject to the requirements of the College, with pay to three (3) employees who are representatives of the Union bargaining committee to leave their employment to carry on negotiations with the College, where such negotiations occur during regular scheduled working hours of the employees concerned, when requested in writing by the Union naming the employees for whom the request applies.

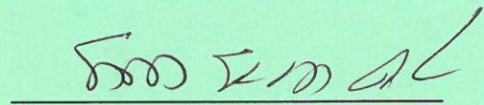


- i. the Union at the time of CUPE Provincial or National elections, will inform the College of any CUPE Local 4951 members elected to a position on either the Provincial or National Executive Boards or Committees. The College will, within ten (10) days of notification, inform the Union Standing Committee of the times of year when it would be difficult to manage and operate its affairs if a leave of absence were granted to the Board Member. The Union agrees to make every effort to schedule meetings of the National Executive Board at times other than those identified as being difficult for the College. The College agrees to make every effort to approve a leave of absence for members elected to any Provincial or National Executive Board or Committee to attend five (5) union meetings a year.

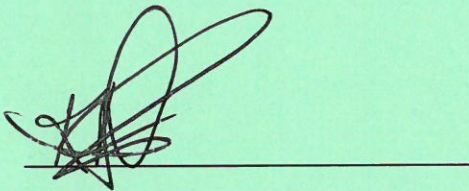
Signed at the College of New Caledonia, Prince George on December 5, 2022.



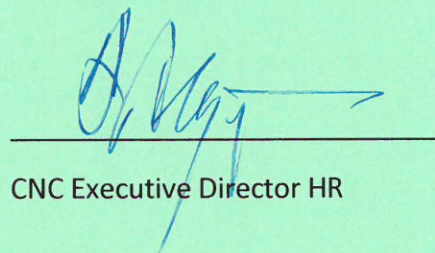
CUPE Local 4951



PSEA Representative



CUPE National Service Representative



CNC Executive Director HR



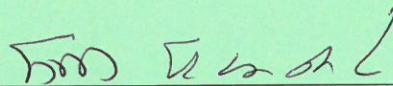
**"Green Sheet"**

*Effective the date of ratification, the Employer and the Union agree to the following amendment:*

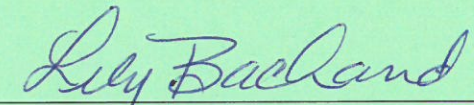
**7.09 ~~JOINT STANDING~~ LABOUR MANAGEMENT COMMITTEE**

The Union and the College recognize the mutual value of ongoing joint discussions on matters pertaining to working conditions, employment, employee classifications, services and labour management relations. To this end, the Union executive and management agree that in the event either party wishes to call a meeting under this clause, the meeting shall be held at a time and place fixed mutually. However, such a meeting will be held not later than ten (10) working days after the request has been received.

Agreed to:



Signed of behalf of the Employer



Signed on behalf of the Union

Signed by the Parties on: Dec 6/2022

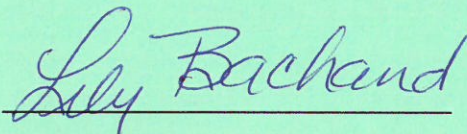


## ARTICLE 10 – SENIORITY

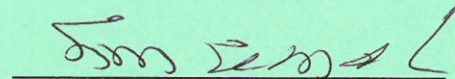
### 10.03 ACCUMULATION OF SENIORITY

- a. Service seniority shall be earned by all employees in accordance with the specific provisions contained in the Collective Agreement including Articles 10.03, 10.04, 10.05, 10.06, 10.07, 10.08, 3.05, 3.06, and 3.07.
- b. Service seniority shall be accrued by salaried employees on the basis of hours worked.
- c. When an employee loses their seniority (as described in 10.05) and at a later point re-enters the bargaining unit, the new date of entry will become the employee's date of hire for seniority purposes.
- d. An employee who accepts multiple appointments shall have all hours worked in each employee category, as defined in Article 3 – Employee Status - (excluding casual), calculated as one person for the purpose of accruing seniority within that category to a maximum of full-time hours.

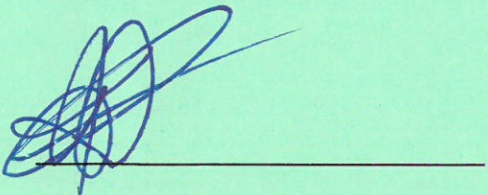
Signed at the College of New Caledonia, Prince George on December 6, 2022.



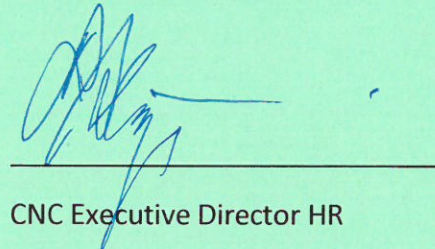
CUPE Local 4951



PSEA Representative



CUPE National Service Representative



CNC Executive Director HR

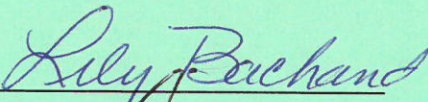


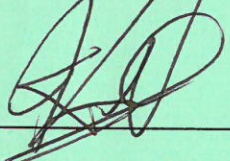
## ARTICLE 10 – ADJUSTMENT OF COMPLAINTS

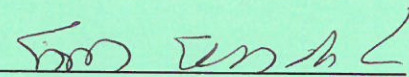
### 10.06 SENIORITY RETENTION

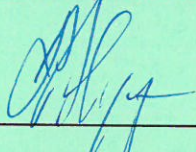
Seniority shall be retained by employees on lay-off for a period of six (6) months. In addition, employees with more than six (6) years of service seniority will retain their seniority rights for a period of twelve (12) months.

Signed at the College of New Caledonia, Prince George on December 6, 2022.

  
\_\_\_\_\_  
CUPE Local 4951

  
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CUPE National Service Representative

  
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PSEA Representative

  
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CNC Executive Director HR



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## ARTICLE 10 – SENIORITY

### 10.07 RECALL

Definition: a calling back to fill the last position held within the bargaining unit as provided for in 10.07(b).

- a. In case of lay-off an Employee Recall List shall be established. Employees shall be listed on the recall list, unless otherwise indicated by the employee in writing.
- b. An employee who has been laid off shall have the right of first refusal to their previously held position should it become available during the recall period, and in such an event the job posting procedure (Article 9.01) shall not be applicable. All other positions shall be filled in accordance with the job posting procedure and employees on lay-off shall access postings on the applicant portal.
- c. An employee shall remain on the Recall List in accordance with the provisions of 10.05 and 10.06.
- d. The College will communicate with employees at the address and telephone number left with the College. In the case of recall to an employee's previously held position (10.07(b)), an email and a telephone call directed to the employee at the last email address left with the Human Resources Department shall be deemed sufficient notification. It shall be the employee's responsibility to keep the College informed of their current email address and telephone number during the period of lay-off, shall access the applicant portal for new job postings.

AK  
HB  
The Employee

Signed at the College of New Caledonia, Prince George on December 5, 2022.

Bely Bachand

CUPE Local 4951

[Signature]

CUPE National Service Representative

[Signature]

PSEA Representative

[Signature]

CNC Executive Director HR



## ARTICLE 13 – HOURS OF WORK

### 13.01 STANDARD WORK DAY AND STANDARD WORK WEEK

Except as limited or modified by this Article, the standard workday shall be seven (7) working hours per day exclusive of a meal period. The standard work week shall consist of five (5) consecutive days of work, with two (2) consecutive days off.

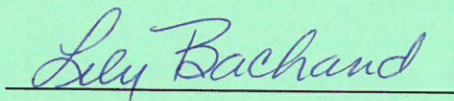
The parties agree that modification of the two (2) consecutive days off per work week is permitted with the prior written agreement of the affected employee. This is understood to be applicable for the following job categories:

- Library Assistant
- Cafeteria Assistant
- Gym Clerk, Evenings
- Custodians
- Security Guards

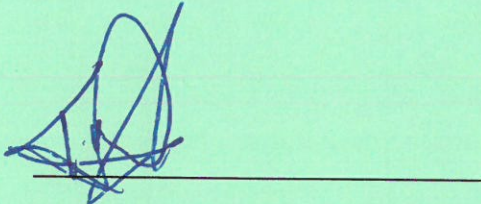
It is agreed that other job categories may be added with the mutual agreement of the parties.

The College agrees to provide the Joint Standing Committee with copies of these agreements, as they arise.

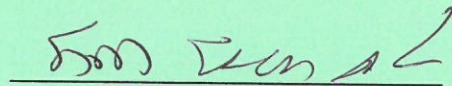
Signed at the College of New Caledonia, Prince George on December 6, 2022.



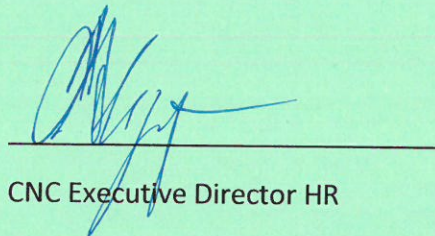
CUPE Local 4951



CUPE National Service Representative



PSEA Representative



CNC Executive Director HR



## ARTICLE 13 – HOURS OF WORK

### 13.02 ALTERNATE SCHEDULE

#### a. MODIFIED WORK WEEK

- i. It is agreed that the College may, for a specified period of time, introduce modified work week scheduling which shall alter the maximum number of hours worked in any standard work week provided there is acceptance by the majority of affected employee(s) in the department and provided the total hours worked bi-weekly does not exceed seventy (70) hours. Where such modified work week arrangements are mutually acceptable to the parties, restrictive overtime provisions shall be waived.
- ii. If an employee is required by the College to remain at the place of work during a normal meal period, and the employee is unable to reschedule this time, the meal break shall make up part of the seventy (70) hours biweekly. In instances where the employee on a modified work week schedule is required by the College to respond to an ~~pager, radio or other~~ electronic device on a meal break, the meal break shall make up part of the seventy (70) hours biweekly. Such arrangements shall only proceed after there is prior written confirmation by the parties.
- iii. An employee who has worked the modified work week schedule as above and who works on a scheduled day of rest shall be compensated at the rate of double time for all hours worked in that day.

#### b. SELF-DIRECTED HOURS

The parties recognize that there are positions in the College where the duties and responsibilities require the flexibility of self-directed working-hours. In these positions, the working hours are determined by the employee, using their own discretion as to the most effective application of those hours to meet the operational requirements of the College. Priorities for the position shall be set by the employee's manager, in consultation with the employee. In these circumstances, it is agreed that:

- i. The position must be identified by the College as having self-directed hours and written notification given to the Union President and the employee. Self-directed hours permit the employee to adjust the schedule of daily or weekly hours worked.
- ii. Total hours worked bi-weekly shall not exceed seventy (70) hours. Any hours in excess of the seventy (70) hours shall be overtime and shall require the prior approval of the employee's manager.
- iii. Self-directed hours will not produce any additional cost for the College (eg. non-scheduled overtime or non-scheduled shift differential) and will not result in any noticeable reductions in service.
- iv. The parties agree that the Union President shall receive the list of positions that currently have self-directed hours biannually (June and December). Every employee occupying a position identified as having self-directed hour shall receive written notification to that effect.

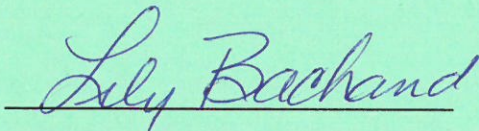


c. FLEX TIME

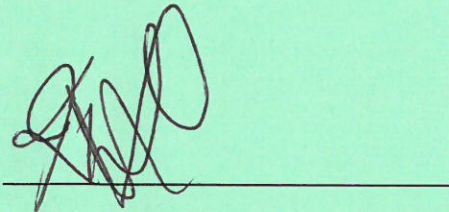
- a. For the purpose of this article, flex time means a work schedule in which a regular full-time employee works additional time beyond their normal schedule. The additional time is counted toward additional time off in daily increments. Those additional hours do not accrue overtime payment. Arrangements will be made with agreement between the employee and their manager which will include:
  - i. Start and finish times,
  - ii. The length of the workday to a maximum nine (9) hours,
  - iii. The maximum average over a two (2) week period will be seventy (70) hours,
- b. Flexible hours will not produce any additional cost for the College (eg. non-scheduled overtime or non-scheduled shift differential), and will not result in any noticeable reductions in service.
- c. All other provisions of the collective agreement shall apply.
- d. Either party may opt out of the agreement with twenty (20) working days' notice.
- e. Signed copies of the flex time agreement will be provided for the employee's personal file and to the Union President.

Letter of Agreement **"Self-Directed Hours"** to be deleted.

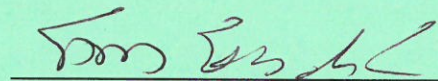
Signed at the College of New Caledonia, Prince George on December 6, 2022.



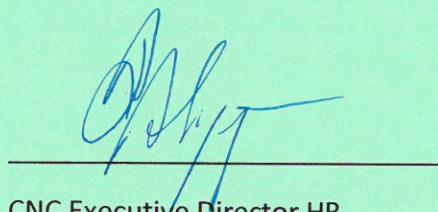
CUPE Local 4951



CUPE National Service Representative



PSEA Representative



CNC Executive Director HR



## ARTICLE 15 – DISCIPLINE, SUSPENSION AND DISMISSAL

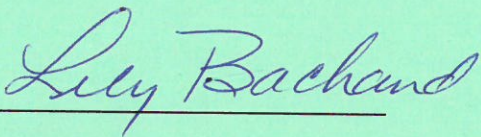
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### 15.03 RIGHT TO GRIEVE

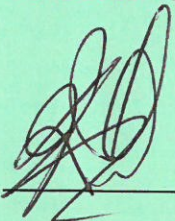
An employee considered by the Union to be wrongfully or unjustly disciplined, suspended, dismissed or reprimanded, shall be entitled to recourse under the grievance procedure in accordance with Article 16 (Adjustment of Complaints) of this Agreement.

Upon request, the Union through the **Lead Shop Steward** and the **Executive Director** Human Resources or designate agree to provide access to all original documents in their possession that relate to a disciplinary action, unless prohibited by law. The parties agree to keep such information confidential and will only share such information with others on a need-to-know basis.

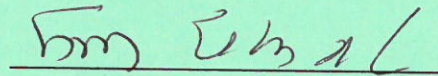
Signed at the College of New Caledonia, Prince George on December 6, 2022.



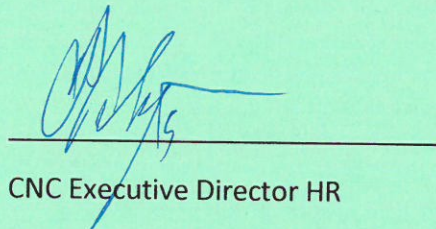
CUPE Local 4951



CUPE National Service Representative



PSEA Representative



CNC Executive Director HR



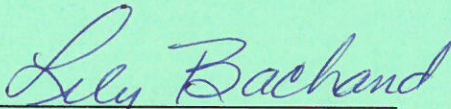
## ARTICLE 15 – DISCIPLINE, SUSPENSION AND DISMISSAL

### 15.04 JUST CAUSE

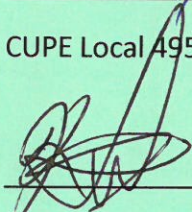
In all cases of ~~suspension or dismissal or other~~ disciplinary actions, the burden of proof of just cause shall rest with the College. If, as a result of the grievance procedure, it is found that an employee has been ~~dismissed, suspended or~~ disciplined, for unjust cause, the decision or award which results from the grievance procedure shall be carried out.

In the case of a probationary employee, just cause shall include failure to perform the job to the satisfaction of the College.

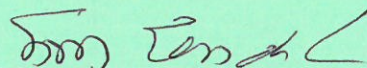
Signed at the College of New Caledonia, Prince George on December 6, 2022.



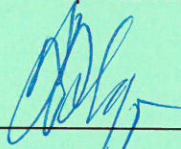
CUPE Local 4951



CUPE National Service Representative



PSEA Representative



CNC Executive Director HR



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## ARTICLE 15 – DISMISSAL, SUSPENSION AND DISCIPLINE

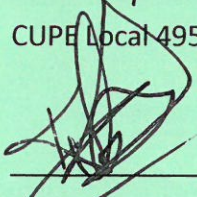
### 15.09 DISMISSAL

- a. When the College President or designate determines that there is just cause for dismissal, they shall notify the employee and the Union President, in writing, outlining the reasons for this determination and stating any charges which have been made and by whom they were made.
- b. Within seven (7) calendar days of such notification, the College President or designate and the Union President or Acting Union President shall meet with the employee for a full and frank discussion of the reasons for the proposed dismissal. Each party may be accompanied by observers or advisors of their choice.
- c. Within four (4) calendar days of the meeting:
  - i. the College President or designate may decide to withdraw dismissal proceedings, or
  - ii. the employee may decide to offer their resignation, or
  - iii. the College President or designate may decide to recommend dismissal to the Board.
- d. The employee shall have the right to appear before the Board at the time a recommendation for dismissal is made, and to present or have presented their arguments to the Board. They may be accompanied by observers or spokespersons of their choice.
- e. The Board shall notify the employee and the Union President with respect to any dismissal recommendation, in writing, within seven (7) calendar days after such a decision has been reached.
- f. Full pay and benefits shall continue during the period of the dismissal proceedings. Upon written receipt by the employee of the Board's dismissal recommendation, pay and benefits shall cease.

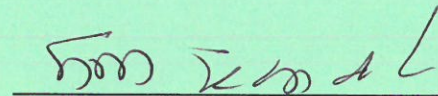
Signed at the College of New Caledonia, Prince George on December 5, 2022.



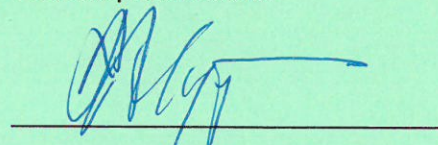
CUPE Local 4951



CUPE National Service Representative



PSEA Representative



CNC Executive Director HR



## ARTICLE 16 – ADJUSTMENT OF COMPLAINTS

### 16.06 GRIEVANCE STEPS

An individual grievance may be formally initiated by the Union or the Union and an employee and shall proceed by the following steps:

Note: Specific to the provisions of Article 16.06, reference to an employee's supervisor means an exempt employee in the leadership position of the workplace in which the employee is working.

Prior to Step 1 the employee may discuss any alleged violation of the Collective Agreement with their immediate exempt supervisor in an effort to resolve the issue.

#### Step 1

An employee who has a formal grievance shall first go to the supervisor directly in charge of the department. The employee shall be accompanied or represented by a Steward or a designated Union representative of their choice. The supervisor shall be presented with the grievance form. The date of receipt of the complaint shall be within fifteen (15) working days of the occurrence of the alleged grievable act. In exceptional circumstances where the Union can demonstrate that it was unaware of the alleged grievable act, the College agrees that the fifteen (15) working days shall be from the time that the Union could have become aware of the occurrence of the act. The supervisor shall explore the complaint verbally. The parties shall be given the maximum of five (5) working days to solve the grievance. The supervisor shall submit a written response to the employee and the Union within seven (7) working days of the date of receipt of the complaint.

If the grievance is denied at Step 1 the Union and the supervisor shall meet to discuss possible resolution of the grievance. If no resolution can be reached the grievance shall be advanced to Step 2.

#### Step 2

The Union has a maximum of five (5) working days from the date of receipt of the a supervisor' response to advance a grievance to Step 2, which is a written referral to the Director or senior administrative leader of the workplace. The parties shall meet within five (5) working days ~~of the Committees' meeting~~ upon receipt of the Union's written notice, to resolve the grievance. The College will provide a written response to the Union within five (5) working days of that meeting.

Handwritten initials: "AB" and "MB" with a checkmark.



### Step 3

If the grievance is not satisfactorily resolved at Step 2, the Union shall submit the grievance, in writing, to the Vice President within ten (10) working days of receipt of the reply as set out in Step 2. The Union President (or designate) and the applicable Vice President (or designate) shall meet within five (5) working days of the receipt of the grievance. The Vice President (or designate) shall submit a written reply within five (5) working days of the meeting.

If the grievance is not resolved at Step 3, the Union may refer the grievance to Arbitration or to the Early Intervention Procedure. The Union shall submit a written notice of intent to proceed to arbitration to the College within five (5) working days of receiving the College's response of Step 3.

Signed at the College of New Caledonia, Prince George on December 6, 2022.

Lily Bachand

CUPE Local 4951

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PSEA Representative

  
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CUPE National Service Representative

  
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CNC Executive Director HR




**“Green Sheet”**

*Effective the date of ratification, the Employer and the Union agree to the following amendment:*

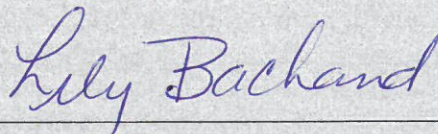
**16.08 EARLY INTERVENTION**

- a. Where a difference arises between the parties relating to the ~~dismissal, discipline or suspension~~ **discipline, suspension or dismissal** of an employee, or to the interpretation, application, operation, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, during the term of the collective agreement, a person selected by mutual agreement of the parties, shall at the request of either party -
- (i) investigate the difference;
  - (ii) define the issue in the difference; and
  - (iii) make written recommendations to resolve the difference within five (5) working days of the date of receipt of request; and, for those five (5) working days from that date, **timelines are suspended** ~~does not run~~ in respect of the grievance procedure.

Agreed to:

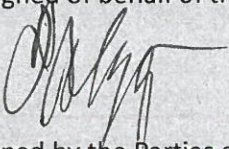


Signed on behalf of the Employer



Signed on behalf of the Union

Signed by the Parties on:

 Dec 6/2022



**"Green Sheet"**

*Effective the date of ratification, the Employer and the Union agree to the following amendment:*

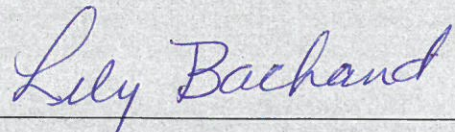
**25.02 RATE OF PAY ON PROMOTION/TRANSFER**

- a. ~~In the event an employee is promoted, the employee's rate of pay will be adjusted by an amount equal to the difference between the current Pay Equity Target Rate of their current salary band and the current Pay Equity Target Rate of the new salary band, up to the maximum of the current Pay Equity ~~the Target Rate~~ for the new position. Example: An employee is promoted from a position in Salary Band "C" to a position in Salary Band "D", difference in bands (Dec. 1/97 rates) = \$1.25/hr increase in pay.~~
- b. ~~A promotion will not affect an employee's entitlement to fringe benefits, but the employee's anniversary date will change to the first day of the month closest to the date of promotion.~~
- c. ~~In the event an employee is transferred to a position within the same salary band s/he ~~they~~ shall retain his/her ~~their~~ current rate of pay. An employee who is transferred to a position in a lower salary band shall ~~retain their current rate of pay~~, be paid the current Pay Equity Target Rate for that band.~~
- d. ~~A transfer will not affect an employee's anniversary date, or entitlement to fringe benefits.~~

Agreed to:

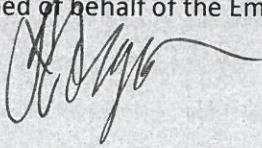


Signed of behalf of the Employer



Signed on behalf of the Union

Signed by the Parties on:

 Dec 6/2022



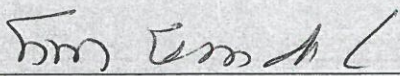
**"Green Sheet"**

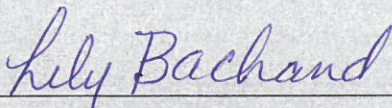
*Effective the date of ratification, the Employer and the Union agree to the following amendment:*

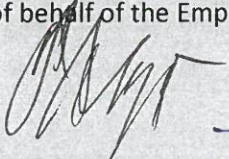
**27.02 EMPLOYEE APPOINTMENTS**

- a. At the time of employment and appointment, the employee and the College will acknowledge on a hiring form amongst other things:
  - i) The position for which the employee is hired;
  - ii) The starting date of the employment of the employee;
  - iii) Term of appointment or whether the term is definite or indefinite;
  - iv) The regular scheduled hours and days to be worked per week;
  - v) Subject to the provisions of Article 13 (Hours of Work), whether or not week-end work and/or rotating shift work will be a requirement of the hiring, in which event the College will attempt to stipulate when the week-end and/or rotating shift work required will commence.
  - vi) The minimum guaranteed hours for part-time employees whose hours may fluctuate and when layoff would occur.
- b. The hiring form **described** above ~~described~~ will be used for determining the category of employment for the purpose of this Agreement.
- c. **The College will provide an electronic copy of the appointment letter to the Chair of the Labour Management Committee.**

Agreed to:

  
\_\_\_\_\_  
Signed on behalf of the Employer

  
\_\_\_\_\_  
Signed on behalf of the Union

  
Signed by the Parties on: Dec 6/2022



"Green Sheet"

*Effective the date of ratification, the Employer and the Union agree to the following amendment:*

## **LETTER OF AGREEMENT**

**BETWEEN:** COLLEGE OF NEW CALEDONIA

**AND:** CUPE LOCAL 4951

**RE:** CONVERSION TO FULL-TIME POSITIONS

The parties agree where the Union identifies a position classified as part-time (excluding casuals) which has been filled at an average of thirty-three (33) hours per week in a thirty-five (35) week period, the College agrees that the ~~Joint Standing~~ **Labour Management** Committee will meet and reach a mutually acceptable resolution.

**College of New Caledonia**

Sandra Korn

AMPAR

**CUPE, Local 4951**

Lily Richland

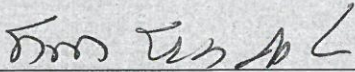
[Signature]

**Date:** May 9, 2011

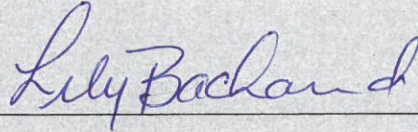


**MOVE INTO THE COLLECTIVE AGREEMENT UNDER  
EMPLOYEE STATUS ARTICLE 3 AND DELETE LETTER**

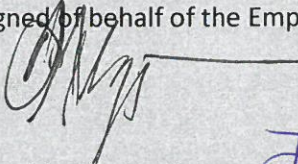
Agreed to:



Signed on behalf of the Employer



Signed on behalf of the Union



Signed by the Parties on:

Dec 6/2022

Employer Proposal  
Date: 2022-11-09  
Time: \_\_\_\_\_

2022 – CUPE TEMPLATE TABLE

between

POST-SECONDARY EMPLOYERS' ASSOCIATION ("PSEA")

representing those employer-members participating in the 2022 CUPE Multi-Employer Table

("the Employers")

and

CANADIAN UNION OF PUBLIC EMPLOYEES ("CUPE")

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

The parties listed in Schedule "1" have agreed that the following items will form part of the Memorandum of Agreement between them for the renewal of the local parties' collective agreements that expired in 2022. The parties listed in Schedule "1" agree to recommend this template to their respective principals.

All of the terms of the local collective agreements that expired in 2022 continue except as specifically varied below and by the other additions, deletions and/or amendments agreed to during local bargaining.

The effective date for all items will be the date of ratification, unless otherwise specified.



### **1. Term of Agreement**

The term of the new collective agreements shall be for thirty-six (36) months, effective from July 01, 2022 to June 30, 2025.

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

### **2. Wage Increase**

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

- (a) Effective July 01, 2022, all wage scales in the collective agreements which were in effect on June 30, 2022 shall be increased by 25 cents per hour. The resulting rates of pay will then be increased by a further 3.24%. The new rates of pay shall be rounded to the nearest whole cent or dollar as applicable.
- (b) Effective July 01, 2023, all wage scales in the collective agreements which were in effect on June 30, 2023 shall be increased by 5.5%. The new rates of pay shall be rounded to the nearest whole cent or dollar as applicable.
- (c) Effective July 01, 2024, all wage scales in the collective agreements which were in effect on June 30, 2024 shall be increased by 2%. The new rates shall be rounded to the nearest whole cent or dollar as applicable.
- (d) The above wage increases shall be adjusted pursuant to Letter of Understanding #3 Re: Cost of Living Adjustment.

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

### **3. Flexibility Allocation**

Pursuant to item #11 in the protocol agreement dated November 7, 2022 between the participating employers and the participating union locals, as defined in item #2 of the protocol agreement, the parties agree to refer the topic of Flexibility Allocation to the local bargaining parties as follows:



### *Flexibility Allocation*

The Parties agree that 0.25% of total compensation base in Year 1 of the collective agreement and another 0.25% of total compensation base in Year 2 of the collective agreement will be available to the local parties to address items of mutual interest and benefit.

For clarity the amounts are as follows:

Institution	Year 1	Year 2*
Camosun	\$80,350	\$164,135
CNC	\$44,280	\$90,465
COTR	\$16,895	\$34,535
NIC	\$26,145	\$53,435
VIU	\$51,095	\$104,405

*\*Note: Year 2 is the ongoing amount.*

#### **4. The parties agree to add the following language to the leave provisions in each local agreement:**

##### **Cultural Leave for Indigenous Employees**

- (a) A self-identified Indigenous employee may request up to two days' leave with pay per calendar year to organize and/or attend Indigenous cultural event(s). Such leave will not be unreasonably withheld.**
- (b) Employees will provide the Employer with the dates of the days for which leave will be requested. Wherever possible, a minimum of two weeks' notice is required for leave under this provision.**

#### **5. Mental Health Supports**

Effective July 1, 2023, the Employers agree that the Extended Health Benefit plans will be amended such that coverage under the psychologist provision will include social workers and registered counsellors.

Further to the above, while not to be included in its local collective agreement, effective July 1, 2023, Vancouver Island University will include in its CUPE Support Staff benefits plan a professional service of combined psychologist, social worker and registered counsellor with a maximum amount of \$200 per person per calendar year.

*\*The parties agree that additional discussions related to mental health benefits may be tabled at local negotiations.*

#### **6. Support Staff Joint Benefits Committee**

The parties agree to meet with Support Staff Unions and the PSEA member employers for the purpose of creating a Support Staff Benefits Committee with terms of reference as outlined in Schedule 2. The



Joint committee will include equal representation between representatives of CUPE local unions and BCGEU bargaining units.

**7. Support Staff Joint Gender Neutral Job Evaluation Committee**

The parties agree to create a CUPE Support Staff Joint Gender Neutral Job Evaluation Committee in accordance with LOU #1.

**8. Support Staff – Sectoral Collaboration**

The parties agree to LOU #2

**9. Public Sector Wage Increases**

The parties agree to LOU #4.

**10. Ratification**

The date of ratification will be the date the parties to a local agreement, including the PSEA Board of Directors, conclude the ratification of their 2022-25 collective agreement.

Signed by the parties at Nanaimo, British Columbia, on the 9th of November, 2022.

**FOR THE PARTICIPATING EMPLOYERS:**

  
Michael Madill, PSEA


  
Barb Severyn, Camosun College

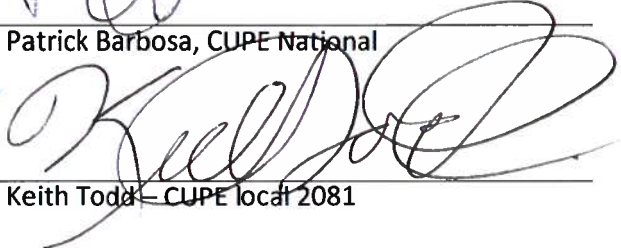
  
Marianne Kheller - COTR

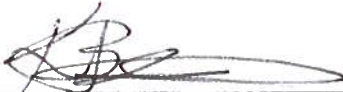
  
Fred Alaggia, CNC


  
Ken Crewe, NIC


**FOR THE PARTICIPATING UNIONS:**

  
Patrick Barbosa, CUPE National

  
Keith Todd – CUPE local 2081

  
Kristy Brons – CUPE local 2773

  
Lily Bachand – CUPE local 4951

  
Michelle Waite – CUPE local 3479





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Patricia Elliott, VIU



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Tiffany McLaughlin - CUPE local 1858



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Luisa Liberatore, PSEA



## **SCHEDULE 1**

- Camosun College / CUPE Local 2081
- College of the Rockies / CUPE Local 2773
- College of New Caledonia / CUPE Local 4951
- North Island College / CUPE Local 3479
- Vancouver Island University / CUPE Local 1858



## **SCHEDULE 2**

### **JOINT BENEFITS COMMITTEE**

#### **1. Committee Established**

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

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

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

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

#### **2. Committee Mandate**

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

- (a) Comparison and analysis of contract administration and costs, using criteria developed by the committee.
- (b) Monitoring carrier performance including receiving reports from the plan administrator(s).
- (c) Reviewing the cost effectiveness and quality of benefit delivery, service, and administration by carriers, including access issues.
- (d) Tendering of contracts.
- (e) Training on best practices including for local JEIP/JRC committees.

#### **3. Replace Duplicate Language**

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

#### **4. Adding Additional Members**

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

#### **5. Meetings**

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



LETTER OF UNDERSTANDING 2022 # 1

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

Between

POST-SECONDARY EMPLOYERS' ASSOCIATION ("PSEA")

Representing those employer-members participating in the 2022 MET

And

CANADIAN UNION OF PUBLIC EMPLOYEES ("CUPE")

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

**RE: JOINT GENDER-NEUTRAL JOB EVALUATION STEERING COMMITTEE**

1. The following are the participating employers and local bargaining units (CUPE) in this Letter of Understanding.
  - Camosun College – CUPE 2081
  - College of the Rockies – CUPE 2773
  - College of New Caledonia – CUPE 4951
  - North Island College – CUPE 3479
  - Vancouver Island University – CUPE 1858
2. The Parties agree to establish a Joint Job Evaluation Steering Committee ("Committee") whose purpose is to develop a Standardized Joint Gender-Neutral Job Evaluation Plan ("Plan") and a common wage grid that could be applied in all MET institutions.
3. The Committee shall be equally represented and shall consist of:
  - four Employer Representatives; and
  - four Union Representatives.

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

Additional staff from the employers or the union(s) may be provided to support the Committee. Minutes of Committee meetings, and any other information agreed to be collected by the Committee, will be shared and agreed-to by both Parties.

4. The tasks of the Committee will include the following:
  - a) Create a description of the role and responsibility of the Committee and its decision-making process.



- b) Establish mutually agreed upon terms of reference.
- c) Establish a timeline including key milestones to ensure that the project meets the target date.
- d) The committee will review of a variety of Gender-Neutral Job Evaluation plans including a benchmarking classification plan.
- e) Subject to mutual agreement and ratification by the local parties: Develop new job evaluation language which will replace or amend the following existing and applicable Local provisions and any other relevant Local provisions, and parts thereof, for those Parties who adopt the new Job Evaluation Plan in the future:
  - i. Camosun College – CUPE 2081: Articles 24 Job Descriptions and Job Evaluation Plan and Article 25 New Positions or Changed Duties and LOA #2 Re: Job Evaluation
  - ii. College of the Rockies – CUPE 2773 – Article 7.1 Position Descriptions and Salary Classification
  - iii. College of New Caledonia and CUPE 4951 – Article 8 Position Descriptions and Job Evaluation Procedures
  - iv. North Island College and CUPE 3479 - Article 25 Job Classification and Reclassification
  - v. Vancouver Island University and CUPE 1858 – Article 27 Job Classification and Reclassification

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

- f) Meet at least six times per year. Additional meetings may be scheduled with the agreement of the majority of the Committee members.
  - g) Identify and engage in-house expertise from the Union and the PSEA (as applicable). It is understood the Employers may use consultant(s).
5. The Committee will report out to the Parties, the participating employers and local unions at key milestones during the development of the plan.
  6. The target for completion of the development of a Standardized Joint Gender-Neutral Job Evaluation Plan to the point of testing and modelling is December 31, 2024.
  7. Any concerns that arise during the development of the plan will be referred by the Committee to the Parties for resolution.
  8. Leaves of absence for committee meetings shall be granted without loss of wages or benefits in accordance with local collective agreements.
  9. Following completion of the Committee's work on developing and modelling a Standardized Joint Gender-Neutral Job Evaluation Plan above, the Parties will meet to discuss the potential implementation of the plan and a common wage grid at the MET institutions and local unions.



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

LETTER OF UNDERSTANDING 2022 # 2

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

Between

POST-SECONDARY EMPLOYERS' ASSOCIATION ("PSEA")

Representing those employer-members participating in the 2022 MET

And

CANADIAN UNION OF PUBLIC EMPLOYEES ("CUPE")

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

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

1. As appropriate, the parties agree to meet with BCGEU and any other interested Support Staff unions and the PSEA member employers for the purpose of discussing the mutual benefit of developing one common job evaluation plan that would apply to all participating parties.
2. In the event these discussions result in agreement to develop one common job evaluation plan, then the parties to this agreement will follow the process laid out in letter of understanding #1 in a joint manner together with the designated Union representatives and the PSEA member employers that agreed to form a joint gender neutral job evaluation steering committee during the 2022 to 2025 term.
3. In the event the parties are unable to agree on a committee structure to develop a common job evaluation plan, then this letter of agreement will expire and be of no further force and effect.



LETTER OF UNDERSTANDING 2022 # 3

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

Between

POST-SECONDARY EMPLOYERS' ASSOCIATION ("PSEA")

Representing those employer-members participating in the 2022 MET

And

CANADIAN UNION OF PUBLIC EMPLOYEES ("CUPE")

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

**Re: Cost of Living Adjustment**

**Definitions**

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

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

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

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

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

**COLA**

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

**July 2023**

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

**July 2024**

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



LETTER OF UNDERSTANDING 2022 # 4

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

Between

POST-SECONDARY EMPLOYERS' ASSOCIATION ("PSEA")

Representing those employer-members participating in the 2022 MET

And

CANADIAN UNION OF PUBLIC EMPLOYEES ("CUPE")

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

**Re: Public Sector Wage Increases**

1. If a public sector employer, as defined in s. 1 of the Public Sector Employers Act, enters into a collective agreement with an effective date after December 31, 2021 and the first three years of the collective agreement under the Shared Recovery Mandate includes cumulative nominal (not compounded) general wage increases (GWIs) and Cost of Living Adjustments (COLAs) that, in accordance with how GWIs are defined and calculated in this LOA, are paid out and exceed the sum of the GWIs and COLAs that are paid out in the 2022-2025 CUPE Support Staff Common Agreement, the total GWIs and COLAs paid out will be adjusted on the third anniversary of the collective agreement so that the cumulative nominal (not compounded) GWIs and COLAs are equivalent. This Letter of Agreement is not triggered by any wage increase or lump sum awarded as a result of binding interest arbitration.
2. For the purposes of calculating the general wage increases in paragraph 1:
  - a) a \$0.25 per hour flat-rate wage increase for employees with their hourly wage rates set out in the collective agreement; or
  - b) any alternative flat-rate wage increase for employees whose hourly wage rates are not set out in the collective agreement that is determined by the Public Sector Employers' Council Secretariat to be roughly equivalent to a \$0.25 per hour flat-rate wage increase;shall be considered to be a 0.5% general wage increase, notwithstanding what it actually represents for the average bargaining unit member covered by the collective agreement. For clarity, under paragraph 2 a), the combined GWIs of \$0.25 per hour and 3.24% in Year 1 are considered to be a single increase of 3.74% for this LOA. For example purposes only, combining the 3.74% increase (as it is considered in this LOA) in Year 1 with the maximum potential combined GWI and COLA increases of 6.75% in Year 2 and 3% in Year 3 would result in a cumulative nominal increases of 13.49% over three years.
3. For certainty, a general wage increase is one that applies to all members of a bargaining unit (e.g. everyone receives an additional \$0.25 per hour, \$400 per year, or 1% increase) and does not include wage comparability adjustments, lower wage redress adjustments, labour market adjustments,

flexibility allocations, classification system changes, or any compensation increases that are funded by equivalent collective agreement savings or grievance resolutions that are agreed to in bargaining.

4. A general wage increase and its magnitude in any agreement is as confirmed by the Public Sector Employers' Council Secretariat.
  5. This Letter of Understanding will be effective during the term of the 2022 – 2025 Local CUPE Agreements party to this memorandum of settlement.
-