

## MEMORANDUM OF SETTLEMENT

Between

**CUPE LOCAL 2773**

**AND**

**COLLEGE OF THE ROCKIES**

**May 10, 2006**


The parties have agreed to the following changes to their collective agreement. The new collective agreement will be in effect from July 1, 2006 to June 30, 2010.

Signed at Cranbrook on May 23, 2006.

For CUPE Local 2773:

  
Colhane Martyniuk, President

For College of the Rockies:

  
Denis Kielly, Director of Human Resources

## 10.5 Meals

An employee who works more than three (3) hours overtime on a scheduled work day shall claim a meal allowance consistent with College Policy No. 3.2.5 (Dinner: College Region). Further, she shall be permitted a one-half (1/2) hour meal break with pay at the applicable overtime rate.

## 14.1 Maternity/Parental/Adoption Leave

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

### Maternity Leave

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

- i. No earlier than eleven (11) weeks before the expected birth date, and
- ii. No later than the actual birth date, and ending
  - i. No earlier than six (6) weeks after the actual birth date, unless the employee requests a shorter period, and
  - ii. No later than seventeen (17) weeks after the actual birth date.

### Parental/Adoption Leave

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

- i. For a birth mother who takes leave under Article 14.1 in relation to the birth of the child with respect to whom the parental leave is to be taken, up to thirty-five (35) consecutive weeks beginning immediately after the end of the leave taken under Article 14.1 (unless otherwise mutually agreed between the College and the employee),
- ii. For a birth mother who does not take leave under Article 14.1 in relation to the birth of the child with respect to whom the parental leave is to be taken, up to thirty-seven (37) consecutive weeks beginning after the child's birth and within fifty-two (52) weeks after that event,

- iii. For a birth father, up to thirty-seven (37) consecutive weeks beginning after the child's birth and within fifty-two (52) weeks after that event,
- iv. For an adopting parent, up to thirty-seven (37) consecutive weeks beginning within fifty-two (52) weeks after the child is placed with the parent.

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

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

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

1. *Effective December 1, 2005, when on maternity or parental leave, an employee will receive a supplemental payment added to Employment Insurance benefits as follows:*
  - a) *For up to fifty-two (52) weeks of maternity leave, an employee who is the birth mother shall receive an amount equal to the difference between the Employment Insurance benefits and seventy-five percent (75%) of her salary calculated on her average base salary.*

- b) *For up to a maximum of thirty-seven (37) weeks of parental leave, the spouse, the biological father, the common-law partner or adoptive parent who is caring for the child shall receive an amount equal to the difference between the Employment Insurance benefits and seventy-five percent (75%) of the employee's salary calculated on her average base salary.*
  - c) *The average base salary for the purpose of Clauses 1 (a) and 1 (b) is the employee's average base salary for the twenty-six (26) weeks preceding the maternity or parental leave. If the employee has been on unpaid leave for part of the preceding twenty-six (26) weeks, then up to four (4) weeks of that unpaid leave will be subtracted from the twenty-six (26) weeks for the purpose of calculating the average base salary.*
- 2. *An employee is not entitled to receive Supplemental Employment Benefits and disability benefits concurrently. To receive Supplemental Employment Benefits, the employee shall provide the Employer with proof of application for and receipt of Employment Insurance benefits.*
  - 3. *If an employee is disentitled or disqualified from Employment Insurance maternity or parental benefits, the employee shall receive the supplemental payment or the appropriate percentage less the amount of Employment Insurance benefits the employee would have received if qualified for Employment Insurance benefits.*
  - 4. (a) *To be entitled to the above noted benefits, an employee must sign an agreement that they will return to work and remain in the Employer's employ for a period of at least six (6) months or equivalent to the leaves taken, whichever is longer, after their return to work.*  
  
*(b) Should the employee fail to return to work and remain in the employ of the Employer for the return to work period in (a) above, the employee shall reimburse the Employer for the benefits above on a pro-rata basis.*

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

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

#### 14.5 General Leaves

A regular or term employee may request a general leave of absence without pay and benefits and without loss of seniority. The request, where practicable, shall be in writing and in advance of the leave. The request shall be considered on its individual merits and the President or his designate shall make the final decision as to the approval of the general leave. Approval of such leave shall not be unreasonably withheld.

#### 15.1 **Salary Schedule**

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

*Schedule 'B': Effective July 1, 2005 – per previous collective agreement signed in November 2005  
Effective July 1, 2006  
Effective July 1, 2007  
Effective July 1, 2008  
Effective July 1, 2009*

#### 16.4 **Travel Expenses**

An employee who provides her own means of transportation for approved College business shall receive reimbursement at the kilometer rate paid to Faculty employees, or the rate paid to Management employees, whichever is highest.

#### 17.2 **Health Care Benefits**

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

- a) life insurance plan in the amount of three (3) times annual salary to the next highest one thousand dollars (\$1,000) at no cost;
- b) accidental death and dismemberment insurance plan in the amount of three (3) times annual salary to the next highest one thousand dollars (\$1,000) at no cost;
- c) Medical Services Plan of British Columbia, single, couple, or family coverage, at a cost of one hundred percent (100%) of the premium;
- d) extended health care insurance plan, single or family coverage, with an unlimited total lifetime coverage level, at no cost; and

- e) dental insurance plan, single or family coverage, at no cost. Plan 'A' will include dental recall exams (polishing, application of fluoride and recall) every nine months except dependent children (up to age 19) and those with dental problems as approved by the plan. Plan 'C' orthodontics is at eighty percent (80%) coverage with a lifetime maximum of three thousand dollars (\$3,000).
- f) vision care insurance, single or family coverage, at no cost to the employee. (One hundred percent [100%] reimbursement to a two hundred and fifty dollar [\$250] maximum every two [2] years)
- g) An informal summary of the Health Care Plan is included in Appendix 'A'. The Plan summary is also available on the College's Intranet.
- h) Hearing aid benefit claims will be to a maximum of six hundred dollars (\$600) every five (5) years.
- i) Effective July 1, 2005, employees will be reimbursed a total of seventy-five dollars (\$75) every two (2) years for vision exams.

#### 18.4 Educational Leave

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

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

#### 20.1 Seniority Defined

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

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

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

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

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

### **21.1.1 Internal Screening Process**

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

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

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

Auxiliary employee applicants with less than a minimum of 450 hours of seniority will be considered external applicants for job postings.

## 21.2 Trial Period: Internal Job Postings

When a Regular, Term or Auxiliary employee has been offered a position as a result of the internal job posting process as per Article 21.1, she will be required to complete a three (3) month trial period in the position. However, the College President shall have the option of further extending this trial period by an additional three (3) months.

### For Regular employees

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

### For Term employees

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

### For Auxiliary employees

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

## 28 GRIEVANCES

### 28.1 Grievance Procedure

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



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

#### **29.1 Term**

This Agreement shall be binding and remain in effect from July 1, 2006 to June 30, 2010.

### **Letters of Understanding**

#### **Voluntary Workload Reduction Letter - p. 50, 51 and 52**

Retain.

#### **Red-Circle Letter - p. 53**

Delete.

#### **Lab Assistants Letter - p. 54 and 55**

Retain and amend – change Sandra Carrier to Taraneh Lajevardi

#### **Student Employment Letter - p. 56 and 57**

Retain. Amend hourly rate in part 6 as follows:

Effective July 1, 2005: \$9.85 + 8% in lieu of benefits – per previous collective agreement signed in November 2005

Effective July 1, 2006: \$10.06 + 8% in lieu of benefits

Effective July 1, 2007: \$10.27 + 8% in lieu of benefits

Effective July 1, 2008: \$10.49 + 8% in lieu of benefits

Effective July 1, 2009: \$10.71 + 8% in lieu of benefits

#### **Application of Article 21.6 Letter - p. 58**

Retain.

#### **Selection Process Letter – p. 59**

Delete.

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

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

The Union agrees to the restricted application of certain provisions of the Collective Agreement between the parties in the collective agreement. The provisions of the Collective Agreement that shall not apply to the Assistant position include Article 2.5 (e) (Part-time Employees), Article 8 (Hours of Work), Article 9 (Shift Differential), Article 10 (Overtime), and Article 30.1 (Workplace Flexibility). Those Articles shall be varied/replaced as follows:

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

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

**Article 8: Hours of Work**

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

**Article 9: Shift Differential**

Shift differential shall not apply to the Assistant position.

**Article 10: Overtime**

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

**Article 30.1: Workplace Flexibility**

This article shall not apply to the Assistant position.

**Letter of Understanding Re: Work Place Practicums**

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

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

Letter of Understanding  
Between  
College of the Rockies and  
CUPE Local 2773

**Re: Application of Article 21.6**

This Letter of Understanding has been prepared to assist the parties in the interpretation of Article 21.6.

1. The 24 month restriction will not apply if the Regular employee applied for the Term position prior to February 1, 1998.
2. The 24 month restriction will not apply where a Regular employee applies for a Term position she has previously occupied OR where the Term position is in the same Department where she works (for the purposes of this clause, each Campus outside Cranbrook will be considered its own Department).
3. If the length of the Term position is shortened unilaterally by the College, the Regular employee will not have that Term appointment affect her eligibility to apply for another Term position under this Article.
4. A Regular Sessional employee may apply to an unlimited number of Term positions so long as those Term positions do not overlap with her session. Otherwise, a Regular Sessional employee, in any circumstance, is eligible for only one Term appointment in a 24 month period.
5. By mutual agreement between the College and the Union, a Regular employee, who is performing satisfactorily, may end her term before the posted end date of the Term position.
6. By mutual agreement between the College and the Union, a Regular employee may not continue in a Term position if the term is extended.
7. For the purposes of Article 21.6, a Term position shall be defined as a position that is anticipated to be of a specific duration. It may be a position that has been specifically created to perform certain work, or it may be a Regular position that has been vacated for a fixed period.

## Schedules

### Schedule 'A' - p. 60

Retain.

### Schedule 'B' Salary Schedule - p. 61, 62 and 63

The salary schedule is replaced as follows:

#### CUPE 2773 SALARY SCHEDULE At July 1, 2005

Points	Pay Level		***Step***			
			1	2	3	4
121-140	1	Hour	9.85			
		Month	2,383.72	2,414.53	2,562.55	2,657.30
		Year	28,604.60	28,974.40	30,750.60	31,887.60
141-160	2	Hour	12.06			
		Month	2,433.72	2,523.38	2,616.72	2,713.72
		Year	29,204.60	30,280.60	31,400.60	32,564.60
161-180	3	Hour	16.38	16.98	17.61	18.27
		Month	2,483.97	2,575.72	2,671.13	2,770.30
		Year	29,807.60	30,908.60	32,053.60	33,243.60
181-200	4	Hour	16.71	17.33	17.97	18.64
		Month	2,534.13	2,627.88	2,725.30	2,826.63
		Year	30,409.60	31,534.60	32,703.60	33,919.60
201-220	5	Hour	17.04	17.67	18.33	19.01
		Month	2,584.30	2,680.13	2,779.63	2,883.05
		Year	31,011.60	32,161.60	33,355.60	34,596.60
221-240	6	Hour	17.37	18.02	18.68	19.38
		Month	2,634.47	2,732.30	2,833.88	2,939.47
		Year	31,613.60	32,787.60	34,006.60	35,273.60

<b>241-260</b>	<b>7</b>	Hour	17.70	18.36	19.04	19.75
		Month	2,684.72	2,784.47	2,888.05	2,995.97
		Year	32,216.60	33,413.60	34,656.60	35,951.60
<b>261-280</b>	<b>8</b>	Hour	18.03	18.70	19.40	20.13
		Month	2,734.80	2,836.55	2,942.38	3,052.38
		Year	32,817.60	34,038.60	35,308.60	36,628.60
<b>281-300</b>	<b>9</b>	Hour	18.36	19.05	19.76	20.50
		Month	2,785.05	2,888.80	2,996.63	3,108.88
		Year	33,420.60	34,665.60	35,959.60	37,306.60
<b>301-320</b>	<b>10</b>	Hour	18.69	19.39	20.12	20.87
		Month	2,835.22	2,940.97	3,050.88	3,165.22
		Year	34,022.60	35,291.60	36,610.60	37,982.60
<b>321-340</b>	<b>11</b>	Hour	19.03	19.74	20.47	21.24
		Month	2,885.47	2,993.22	3,105.13	3,221.55
		Year	34,625.60	35,918.60	37,261.60	38,658.60
<b>341-360</b>	<b>12</b>	Hour	19.36	20.08	20.83	21.61
		Month	2,935.55	3,045.38	3,159.38	3,278.13
		Year	35,226.60	36,544.60	37,912.60	39,337.60
<b>361-380</b>	<b>13</b>	Hour	19.69	20.42	21.19	21.99
		Month	2,985.80	3,097.55	3,213.72	3,334.47
		Year	35,829.60	37,170.60	38,564.60	40,013.60
<b>381 - 400</b>	<b>14</b>	Hour	20.03	20.77	21.55	22.36
		Month	3,037.88	3,149.80	3,267.97	3,390.97
		Year	36,454.60	37,797.60	39,215.60	40,691.60
<b>401-420</b>	<b>15</b>	Hour	20.36	21.12	21.90	22.73
		Month	3,087.63	3,202.55	3,322.13	3,448.13
		Year	37,051.60	38,430.60	39,865.60	41,377.60
<b>421 - 440</b>	<b>16</b>	Hour	20.69	21.45	22.26	23.10
		Month	3,137.38	3,253.88	3,376.55	3,504.05
		Year	37,648.60	39,046.60	40,518.60	42,048.60
<b>441 - 460</b>	<b>17</b>	Hour	21.02	21.80	22.62	23.47
		Month	3,188.63	3,306.63	3,430.97	3,559.88
		Year	38,263.60	39,679.60	41,171.60	42,718.60
<b>461 - 480</b>	<b>18</b>	Hour	21.35	22.14	22.98	23.85
		Month	3,238.30	3,357.88	3,485.30	3,617.30
		Year	38,859.60	40,294.60	41,823.60	43,407.60

481 - 500	19	Hour	21.68	22.49	23.34	24.22
		Month	3,288.05	3,410.80	3,539.63	3,673.30
		Year	39,456.60	40,929.60	42,475.60	44,079.60
501 - 520	20	Hour	22.02	22.84	23.70	24.59
		Month	3,339.30	3,463.63	3,594.05	3,729.22
		Year	40,071.60	41,563.60	43,128.60	44,750.60

**Note: The July 1, 2005 schedule was implemented in two stages. On December 1, 2005, a 1.5% increase was implemented (retroactive to July 1, 2005). Subsequently, on May 16, 2006, a \$0.63 increase (less the previously applied 1.5%) was actioned (due to a me-too provision).**

**Annual = hourly rate X 1820**

**Monthly = annual / 12**

### Schedule "B"

#### CUPE 2773 SALARY SCHEDULE At July 1, 2006

Points	Auxiliary Student Co-op Student Pay Level	Hour	***Step***			
			1	2	3	4
121-140	1	Hour	16.05	16.25	17.25	17.89
		Month	2,434.25	2,464.58	2,616.25	2,713.32
		Year	29,211.00	29,575.00	31,395.00	32,559.80
141-160	2	Hour	16.38	16.99	17.62	18.27
		Month	2,484.30	2,576.82	2,672.37	2,770.95
		Year	29,811.60	30,921.80	32,068.40	33,251.40
161-180	3	Hour	16.72	17.34	17.98	18.65
		Month	2,535.87	2,629.90	2,726.97	2,828.58
		Year	30,430.40	31,558.80	32,723.60	33,943.00
181-200	4	Hour	17.06	17.69	18.35	19.03
		Month	2,587.43	2,682.98	2,783.08	2,886.22
		Year	31,049.20	32,195.80	33,397.00	34,634.60

201-220	5	Hour	17.40	18.04	18.71	19.41
		Month	2,639.00	2,736.07	2,837.68	2,943.85
		Year	31,668.00	32,832.80	34,052.20	35,326.20
221-240	6	Hour	17.73	18.39	19.08	19.79
		Month	2,689.05	2,789.15	2,893.80	3,001.48
		Year	32,268.60	33,469.80	34,725.60	36,017.80
241-260	7	Hour	18.07	18.74	19.44	20.17
		Month	2,740.62	2,842.23	2,948.40	3,059.12
		Year	32,887.40	34,106.80	35,380.80	36,709.40
261-280	8	Hour	18.41	19.10	19.81	20.55
		Month	2,792.18	2,896.83	3,004.52	3,116.75
		Year	33,506.20	34,762.00	36,054.20	37,401.00
281-300	9	Hour	18.75	19.45	20.17	20.93
		Month	2,843.75	2,949.92	3,059.12	3,174.38
		Year	34,125.00	35,399.00	36,709.40	38,092.60
301-320	10	Hour	19.09	19.80	20.54	21.31
		Month	2,895.32	3,003.00	3,115.23	3,232.02
		Year	34,743.80	36,036.00	37,382.80	38,784.20
321-340	11	Hour	19.42	20.15	20.90	21.69
		Month	2,945.37	3,056.08	3,169.83	3,289.65
		Year	35,344.40	36,673.00	38,038.00	39,475.80
341-360	12	Hour	19.76	20.50	21.27	22.07
		Month	2,996.93	3,109.17	3,225.95	3,347.28
		Year	35,963.20	37,310.00	38,711.40	40,167.40
361-380	13	Hour	20.10	20.85	21.63	22.45
		Month	3,048.50	3,162.25	3,280.55	3,404.92
		Year	36,582.00	37,947.00	39,366.60	40,859.00
381 - 400	14	Hour	20.45	21.20	22.00	22.83
		Month	3,101.58	3,215.33	3,336.67	3,462.55
		Year	37,219.00	38,584.00	40,040.00	41,550.60
401-420	15	Hour	20.79	21.56	22.36	23.21
		Month	3,153.15	3,269.93	3,391.27	3,520.18
		Year	37,837.80	39,239.20	40,695.20	42,242.20
421 - 440	16	Hour	21.12	21.90	22.73	23.59
		Month	3,203.20	3,321.50	3,447.38	3,577.82
		Year	38,438.40	39,858.00	41,368.60	42,933.80



441 - 460	17	Hour	21.47	22.26	23.10	23.96
		Month	3,256.28	3,376.10	3,503.50	3,633.93
		Year	39,075.40	40,513.20	42,042.00	43,607.20
461 - 480	18	Hour	21.80	22.60	23.46	24.35
		Month	3,306.33	3,427.67	3,558.10	3,693.08
		Year	39,676.00	41,132.00	42,697.20	44,317.00
481 - 500	19	Hour	22.13	22.96	23.83	24.73
		Month	3,356.38	3,482.27	3,614.22	3,750.72
		Year	40,276.60	41,787.20	43,370.60	45,008.60
501 - 520	20	Hour	22.48	23.32	24.19	25.10
		Month	3,409.47	3,536.87	3,668.82	3,806.83
		Year	40,913.60	42,442.40	44,025.80	45,682.00

Increase July 1, 2006 by 2.1%  
 Annual = hourly rate X 1820  
 Monthly = annual / 12

### Schedule "B"

#### CUPE 2773 SALARY SCHEDULE At July 1, 2007

Points	Auxiliary Student Co-op Student Pay Level	Hour	***Step***			
			1	2	3	4
121-140	1	Hour	16.39	16.59	17.61	18.27
		Month	2,485.82	2,516.15	2,670.85	2,770.95
		Year	29,829.80	30,193.80	32,050.20	33,251.40
141-160	2	Hour	16.72	17.35	17.99	18.65
		Month	2,535.87	2,631.42	2,728.48	2,828.58
		Year	30,430.40	31,577.00	32,741.80	33,943.00
161-180	3	Hour	17.07	17.70	18.36	19.04
		Month	2,588.95	2,684.50	2,784.60	2,887.73
		Year	31,067.40	32,214.00	33,415.20	34,652.80
181-200	4	Hour	17.42	18.06	18.74	19.43
		Month	2,642.03	2,739.10	2,842.23	2,946.88
		Year	31,704.40	32,869.20	34,106.80	35,362.60

201-220	5	Hour	17.77	18.42	19.10	19.82
		Month	2,695.12	2,793.70	2,896.83	3,006.03
		Year	32,341.40	33,524.40	34,762.00	36,072.40
221-240	6	Hour	18.10	18.78	19.48	20.21
		Month	2,745.17	2,848.30	2,954.47	3,065.18
		Year	32,942.00	34,179.60	35,453.60	36,782.20
241-260	7	Hour	18.45	19.13	19.85	20.59
		Month	2,798.25	2,901.38	3,010.58	3,122.82
		Year	33,579.00	34,816.60	36,127.00	37,473.80
261-280	8	Hour	18.80	19.50	20.23	20.98
		Month	2,851.33	2,957.50	3,068.22	3,181.97
		Year	34,216.00	35,490.00	36,818.60	38,183.60
281-300	9	Hour	19.14	19.86	20.59	21.37
		Month	2,902.90	3,012.10	3,122.82	3,241.12
		Year	34,834.80	36,145.20	37,473.80	38,893.40
301-320	10	Hour	19.49	20.22	20.97	21.76
		Month	2,955.98	3,066.70	3,180.45	3,300.27
		Year	35,471.80	36,800.40	38,165.40	39,603.20
321-340	11	Hour	19.83	20.57	21.34	22.15
		Month	3,007.55	3,119.78	3,236.57	3,359.42
		Year	36,090.60	37,437.40	38,838.80	40,313.00
341-360	12	Hour	20.17	20.93	21.72	22.53
		Month	3,059.12	3,174.38	3,294.20	3,417.05
		Year	36,709.40	38,092.60	39,530.40	41,004.60
361-380	13	Hour	20.52	21.29	22.08	22.92
		Month	3,112.20	3,228.98	3,348.80	3,476.20
		Year	37,346.40	38,747.80	40,185.60	41,714.40
381 - 400	14	Hour	20.88	21.65	22.46	23.31
		Month	3,166.80	3,283.58	3,406.43	3,535.35
		Year	38,001.60	39,403.00	40,877.20	42,424.20
401-420	15	Hour	21.23	22.01	22.83	23.70
		Month	3,219.88	3,338.18	3,462.55	3,594.50
		Year	38,638.60	40,058.20	41,550.60	43,134.00
421 - 440	16	Hour	21.56	22.36	23.21	24.09
		Month	3,269.93	3,391.27	3,520.18	3,653.65
		Year	39,239.20	40,695.20	42,242.20	43,843.80

441 - 460	17	Hour	21.92	22.73	23.59	24.46
		Month	3,324.53	3,447.38	3,577.82	3,709.77
		Year	39,894.40	41,368.60	42,933.80	44,517.20
461 - 480	18	Hour	22.26	23.07	23.95	24.86
		Month	3,376.10	3,498.95	3,632.42	3,770.43
		Year	40,513.20	41,987.40	43,589.00	45,245.20
481 - 500	19	Hour	22.59	23.44	24.33	25.25
		Month	3,426.15	3,555.07	3,690.05	3,829.58
		Year	41,113.80	42,660.80	44,280.60	45,955.00
501 - 520	20	Hour	22.95	23.81	24.70	25.63
		Month	3,480.75	3,611.18	3,746.17	3,887.22
		Year	41,769.00	43,334.20	44,954.00	46,646.60

Increase July 1, 2007 by 2.1%

Annual = hourly rate X 1820

Monthly = annual / 12

### Schedule "B"

#### CUPE 2773 SALARY SCHEDULE At July 1, 2008

Points	Auxiliary Student Co-op Student Pay Level	Hour	***Step***			
			1	2	3	4
121-140	1	Hour	16.73	16.94	17.98	18.65
		Month	2,537.38	2,569.23	2,726.97	2,828.58
		Year	30,448.60	30,830.80	32,723.60	33,943.00
141-160	2	Hour	17.07	17.71	18.37	19.04
		Month	2,588.95	2,686.02	2,786.12	2,887.73
		Year	31,067.40	32,232.20	33,433.40	34,652.80
161-180	3	Hour	17.43	18.07	18.75	19.44
		Month	2,643.55	2,740.62	2,843.75	2,948.40
		Year	31,722.60	32,887.40	34,125.00	35,380.80
181-200	4	Hour	17.79	18.44	19.13	19.84
		Month	2,698.15	2,796.73	2,901.38	3,009.07
		Year	32,377.80	33,560.80	34,816.60	36,108.80

201-220	5	Hour	18.14	18.81	19.50	20.24
		Month	2,751.23	2,852.85	2,957.50	3,069.73
		Year	33,014.80	34,234.20	35,490.00	36,836.80
221-240	6	Hour	18.48	19.17	19.89	20.63
		Month	2,802.80	2,907.45	3,016.65	3,128.88
		Year	33,633.60	34,889.40	36,199.80	37,546.60
241-260	7	Hour	18.84	19.53	20.27	21.02
		Month	2,857.40	2,962.05	3,074.28	3,188.03
		Year	34,288.80	35,544.60	36,891.40	38,256.40
261-280	8	Hour	19.19	19.91	20.65	21.42
		Month	2,910.48	3,019.68	3,131.92	3,248.70
		Year	34,925.80	36,236.20	37,583.00	38,984.40
281-300	9	Hour	19.54	20.28	21.02	21.82
		Month	2,963.57	3,075.80	3,188.03	3,309.37
		Year	35,562.80	36,909.60	38,256.40	39,712.40
301-320	10	Hour	19.90	20.64	21.41	22.22
		Month	3,018.17	3,130.40	3,247.18	3,370.03
		Year	36,218.00	37,564.80	38,966.20	40,440.40
321-340	11	Hour	20.25	21.00	21.79	22.62
		Month	3,071.25	3,185.00	3,304.82	3,430.70
		Year	36,855.00	38,220.00	39,657.80	41,168.40
341-360	12	Hour	20.59	21.37	22.18	23.00
		Month	3,122.82	3,241.12	3,363.97	3,488.33
		Year	37,473.80	38,893.40	40,367.60	41,860.00
361-380	13	Hour	20.95	21.74	22.54	23.40
		Month	3,177.42	3,297.23	3,418.57	3,549.00
		Year	38,129.00	39,566.80	41,022.80	42,588.00
381 - 400	14	Hour	21.32	22.10	22.93	23.80
		Month	3,233.53	3,351.83	3,477.72	3,609.67
		Year	38,802.40	40,222.00	41,732.60	43,316.00
401-420	15	Hour	21.68	22.47	23.31	24.20
		Month	3,288.13	3,407.95	3,535.35	3,670.33
		Year	39,457.60	40,895.40	42,424.20	44,044.00
421 - 440	16	Hour	22.01	22.83	23.70	24.60
		Month	3,338.18	3,462.55	3,594.50	3,731.00
		Year	40,058.20	41,550.60	43,134.00	44,772.00

441 - 460	17	Hour	22.38	23.21	24.09	24.97
		Month	3,394.30	3,520.18	3,653.65	3,787.12
		Year	40,731.60	42,242.20	43,843.80	45,445.40
461 - 480	18	Hour	22.73	23.55	24.45	25.38
		Month	3,447.38	3,571.75	3,708.25	3,849.30
		Year	41,368.60	42,861.00	44,499.00	46,191.60
481 - 500	19	Hour	23.06	23.93	24.84	25.78
		Month	3,497.43	3,629.38	3,767.40	3,909.97
		Year	41,969.20	43,552.60	45,208.80	46,919.60
501 - 520	20	Hour	23.43	24.31	25.22	26.17
		Month	3,553.55	3,687.02	3,825.03	3,969.12
		Year	42,642.60	44,244.20	45,900.40	47,629.40

Increase July 1, 2008 by 2.1%

Annual = hourly rate X 1820

Monthly = annual / 12

### Schedule "B"

#### CUPE 2773 SALARY SCHEDULE At July 1, 2009

Points	Auxiliary Student Co-op Student Pay Level	Hour	***Step***			
			1	2	3	4
121-140	1	Hour	17.08	17.30	18.36	19.04
		Month	2,590.47	2,623.83	2,784.60	2,887.73
		Year	31,085.60	31,486.00	33,415.20	34,652.80
141-160	2	Hour	17.43	18.08	18.76	19.44
		Month	2,643.55	2,742.13	2,845.27	2,948.40
		Year	31,722.60	32,905.60	34,143.20	35,380.80
161-180	3	Hour	17.80	18.45	19.14	19.85
		Month	2,699.67	2,798.25	2,902.90	3,010.58
		Year	32,396.00	33,579.00	34,834.80	36,127.00
181-200	4	Hour	18.16	18.83	19.53	20.26
		Month	2,754.27	2,855.88	2,962.05	3,072.77
		Year	33,051.20	34,270.60	35,544.60	36,873.20

201-220	5	Hour	18.52	19.21	19.91	20.67
		Month	2,808.87	2,913.52	3,019.68	3,134.95
		Year	33,706.40	34,962.20	36,236.20	37,619.40
221-240	6	Hour	18.87	19.57	20.31	21.06
		Month	2,861.95	2,968.12	3,080.35	3,194.10
		Year	34,343.40	35,617.40	36,964.20	38,329.20
241-260	7	Hour	19.24	19.94	20.70	21.46
		Month	2,918.07	3,024.23	3,139.50	3,254.77
		Year	35,016.80	36,290.80	37,674.00	39,057.20
261-280	8	Hour	19.59	20.33	21.08	21.87
		Month	2,971.15	3,083.38	3,197.13	3,316.95
		Year	35,653.80	37,000.60	38,365.60	39,803.40
281-300	9	Hour	19.95	20.71	21.46	22.28
		Month	3,025.75	3,141.02	3,254.77	3,379.13
		Year	36,309.00	37,692.20	39,057.20	40,549.60
301-320	10	Hour	20.32	21.07	21.86	22.69
		Month	3,081.87	3,195.62	3,315.43	3,441.32
		Year	36,982.40	38,347.40	39,785.20	41,295.80
321-340	11	Hour	20.68	21.44	22.25	23.10
		Month	3,136.47	3,251.73	3,374.58	3,503.50
		Year	37,637.60	39,020.80	40,495.00	42,042.00
341-360	12	Hour	21.02	21.82	22.65	23.48
		Month	3,188.03	3,309.37	3,435.25	3,561.13
		Year	38,256.40	39,712.40	41,223.00	42,733.60
361-380	13	Hour	21.39	22.20	23.01	23.89
		Month	3,244.15	3,367.00	3,489.85	3,623.32
		Year	38,929.80	40,404.00	41,878.20	43,479.80
381 - 400	14	Hour	21.77	22.56	23.41	24.30
		Month	3,301.78	3,421.60	3,550.52	3,685.50
		Year	39,621.40	41,059.20	42,606.20	44,226.00
401-420	15	Hour	22.14	22.94	23.80	24.71
		Month	3,357.90	3,479.23	3,609.67	3,747.68
		Year	40,294.80	41,750.80	43,316.00	44,972.20
421 - 440	16	Hour	22.47	23.31	24.20	25.12
		Month	3,407.95	3,535.35	3,670.33	3,809.87
		Year	40,895.40	42,424.20	44,044.00	45,718.40

<b>441 - 460</b>	<b>17</b>	Hour	22.85	23.70	24.60	25.49
		Month	3,465.58	3,594.50	3,731.00	3,865.98
		Year	41,587.00	43,134.00	44,772.00	46,391.80
<b>461 - 480</b>	<b>18</b>	Hour	23.21	24.04	24.96	25.91
		Month	3,520.18	3,646.07	3,785.60	3,929.68
		Year	42,242.20	43,752.80	45,427.20	47,156.20
<b>481 - 500</b>	<b>19</b>	Hour	23.54	24.43	25.36	26.32
		Month	3,570.23	3,705.22	3,846.27	3,991.87
		Year	42,842.80	44,462.60	46,155.20	47,902.40
<b>501 - 520</b>	<b>20</b>	Hour	23.92	24.82	25.75	26.72
		Month	3,627.87	3,764.37	3,905.42	4,052.53
		Year	43,534.40	45,172.40	46,865.00	48,630.40

Increase July 1, 2009 by 2.1%

Annual = hourly rate X 1820

Monthly = annual / 12

## Appendices

### Appendix 'A' - p. 64- 69

Retain

### Appendix 'B' – p. 70

Retain.

### Appendix 'C' - INCENTIVE PAYMENT

Each member of the bargaining unit employed by the College on the eligibility date as specified below shall receive an incentive one-time payment if the unit's Memorandum of Agreement is signed by the union and the employer by June 30, 2006.

The eligibility date for the incentive payment is either:

- May 31, 2006 if the parties have ratified their 2006-2010 Collective Agreement by that date, or
- The date of ratification of the parties' 2006-2010 Collective Agreement, and in no event later than June 30, 2006.

The incentive payment shall be \$ 4,050 for each full-time equivalent employee and shall be pro-rated for part-time employees. For the purpose of the determination of the amount of the incentive payment, a full-time equivalent employee is a regular or non-regular employee who worked on a full-time basis for the twelve (12)-month period ending on the incentive eligibility date. The incentive payment for an employee who worked less than full-time over this period shall be pro-rated for the fraction of full-time work over this period that the employee worked. Time spent by employees on the following leaves shall be considered as time worked for the purpose of calculating the amount of an employee's incentive payment:

- maternity or parental
- short-term disability
- long-term disability that commenced within the twelve (12)-month period ending on the incentive eligibility date.

The incentive payment shall be paid to employees as soon after the date of ratification as is practicable for the College to determine and pay the payment amounts to employees. The College shall make every reasonable effort to make the incentive payment to employees no later than June 30, 2006.

#### **Appendix 'D' - LABOUR MARKET ADJUSTMENT**

Insofar as it is recognized by both parties to this Agreement that there is need to ensure that the Employer is able to recruit and retain fully qualified support staff in a competitive labour market, and that there is a demonstrated need to adjust the compensation of some job classifications for that purpose, it is herein agreed that:

1. The Employer will create a Labour Market Adjustment Fund in the amount equal to one tenth of one percent (0.1%) of the annual support staff base wages of the bargaining unit for each year of the Agreement in which there is a wage increase.
2. During the term of this Collective Agreement, the Employer and the Union may negotiate and reach agreement on a Labour Market Adjustment Plan that shall take the form of a Letter of Understanding that is subject to ratification by their respective accredited bargaining agents.
3. The Labour Market Adjustment Plan shall provide for, but shall not be limited to, the following:



- a. In consultation with the Union, the compensation for specific support staff job classifications shall be adjusted by payment of a labour market adjustment provided that there is a demonstrated recruitment or retention issue that can be objectively determined with reference to specific criteria that are specified in the Labour Market Adjustment Plan including:
    - i. Demonstrating that the issue is wage-related;
    - ii. Demonstrating evidence of recruitment difficulties, and/or high turnover/vacancy rates;
    - iii. Showing that other options to mitigate recruitment and retention pressures have been considered;
    - iv. Providing relevant market data that specifically includes employers likely to recruit from the public sector employer and employers that the public sector employer has recruited from;
    - v. Identifying which occupations and the number of employees that will be affected by the adjustment;
    - vi. Identifying options for the size of the market adjustments, and identify the risks associated with each of the options; i.e. collective bargaining;
    - vii. Identifying the preferred option and strategies to manage any risks associated with that option;
    - viii. Identifying possible impacts on other public sector employers; and,
    - ix. Demonstrating that any disruption to internal equity and pay equity has been mitigated.
  - b. The form and level of compensation adjustment for those job classifications shall be specified in the Labour Market Adjustment Plan.
4. The Labour Market Adjustment Plan shall remain in effect for the term of this Collective Agreement, and its continuation will be subject to the parties' bargaining of future collective agreements.

#### **Appendix 'E' - Fiscal Dividend**

##### **THE PARTIES AGREE AS FOLLOWS:**

Having agreed the term of the Collective Agreement to be from July 1, 2006 to June 30, 2010, a Fiscal Dividend Bonus may be paid from a one-time fund (the "Fund") generated out of monies, in excess of \$150 million, surplus to the BC government, as defined in the Province's audited financial statements, for the fiscal year 2009-10.

1. If fiscal dividend funds are determined to be available, a Fiscal Dividend will be paid as soon as is reasonably practicable.
2. The quantum of the Fund accessible for the parties to this agreement will be based on the Province's audited financial statements as at March 31, 2010. The Fund will be determined as follows:
  - i. The calculations will be based on the surplus, as calculated before deduction of any expense associated with the Fiscal Dividend Bonus, achieved in fiscal 2009-10, as published in the audited financial statements for that fiscal year, provided that the surplus is in excess of \$150 million.
  - ii. Only final surplus monies in excess of \$150 million will be part of the Fund, and the total quantum of the Fund for the entire public sector (including all categories of employees) will not exceed \$300 million.
  - iii. The quantum of the Fund will be constrained by the proportion of the public sector that is eligible to participate in the Fiscal Dividend Bonus i.e., 100% of the Fund will be available if 100% of all categories of employees in the public sector under the purview of the Public Sector Employers' Council participate, but if a lesser number participate, a proportionately lesser amount of the Fund will be available.
  - iv. Additionally, the Fund will be proportioned among all groups of public sector employees by ratio of group population to total population participating.
- 1.3 The Fiscal Dividend Bonus will be paid to each member of the bargaining unit who is employed by the institution on March 31, 2010.
- 1.4 The Fiscal Dividend Bonus shall be a one-time payment paid to each full-time equivalent employee and paid to each part-time employee on a pro-rated basis. For the purpose of the determination of the amount of the Fiscal Dividend Bonus, a full-time equivalent employee is a regular or non-regular employee who worked on a full-time basis for the period of April 1, 2009 to March 31, 2010. The Fiscal Dividend Bonus for an employee who worked less than full-time over this period shall be pro-rated for the fraction of full-time work over this period that the employee worked. Time spent by employees on the following leaves shall be considered as time worked for the purpose of calculating the amount of an employee's Fiscal Dividend Bonus:
  - o maternity or parental
  - o short-term disability
  - o long-term disability that commenced between April 1, 2009 to March 31, 2010

- 1.5 The Fiscal Dividend Bonus shall be paid to employees as soon after March 31, 2010 as is practicable for the institution to determine and pay the Bonus amount to employees.

#### **Appendix 'F' - Joint Early Intervention System for Employees on Sick Leave or Disability**

The eleven BC Government and Service Employees' Union (BCGEU) and Canadian Union of Public Employees (CUPE) bargaining units and the Post-Secondary Employers' Association (PSEA) employers participating in the 2006 Support Staff Template Table will establish a Joint Committee to develop and make recommendations on a joint early intervention system for employees who are on sick leave or short-term or long-term disability leave.

The Joint Committee shall consist of four members appointed by the eleven BCGEU and CUPE Template Table bargaining units and four members appointed by PSEA on behalf of the eleven Template Table employers. The Joint Committee, as required, will seek advice from persons with the appropriate expertise and will consider other union/employer joint early intervention systems.

By no later than February 15, 2007, the Joint Committee will issue a final report, including recommendations, to the local parties that participated in the Template Table.

By no later than May 31, 2007, each local party will make its decision on whether it will adopt the Joint Committee's recommendations and will advise the other local party accordingly. For any particular local employer and union, the recommendations shall be implemented only if they are adopted by both the local employer and union.

Employer savings resulting from the parties' implementation of the joint early intervention system will be used to fund goal sharing compensation payments to employees as recommended by the Joint Committee. The goal sharing plan and payments to employees under the plan are subject to the PSEC criteria and approval process.