

MEMORANDUM OF AGREEMENT

between the

College of the Rockies

[Hereinafter called "the Employer"]

and the

CUPE Local 2773  
(hereinafter called "the Union")

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

AND

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

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

1. **Previous Conditions**

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

2. **Effective Dates**

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

3. **Appendix "A"**

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

*P.C.*

4. **Appendix "B"**

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

5. **Ratification**

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

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

Signed this 14 day of December, 2012.

BARGAINING REPRESENTATIVES FOR  
THE EMPLOYER:

Shela McDonald  
Yves  
L. Hingorani  
MP

BARGAINING REPRESENTATIVES FOR  
CUPE Local 2773:

Sam Cutler  
David  
Blum  
[Signature]

APPENDIX "A"

*<Attach all signed off tentative agreements>*

# Appendix A

## 21.1.1 Internal Screening Process

- i) Auxiliary employee applicants with less than a minimum of 900 hours of seniority will be considered external applicants for job postings unless they have a minimum of 450 hours of seniority under the same department/campus/managerial position.
- ii) All auxiliary employees who are employed on the date of ratification of this agreement are deemed grandfathered and fall under the former language which reads: Auxiliary employee applicants with less than a minimum of 450 hours of seniority will be considered external applicants for job postings.

Signed on behalf of the College Of The Rockies

Signed on behalf of CUPE Local 2773

*Spoke Almeda*

*P. Catsoulis*

**7.9 Working at Home**

a) No employee shall be required/scheduled to perform work of the bargaining unit at her home.

**The employee and the supervisor may mutually agree that the employee may work at home for period's equivalent to 7 hours per week to a maximum of 140 hours per year subject to operational requirements.**

In no case shall an employee be permitted to enter into an agreement, which could conflict with the above, without prior written consent of the Union.

b) **In the case of an illness which is expected to affect, or potentially affect, the entire staff of the College, the union and the College may enter into discussions that allow an employee to perform duties from home.**

c) **In the case of both (a) and (b) above it is agreed that performing the duties from home will meet the operational requirements of the College and is in compliance with Work Safe BC legislation.**

**(d) The determination of the position's ability to work at home will be determined by the Dean/Director/Manager of the Department.**

**The parties agree that the Letter of Understanding Pilot Project – Working at Home will be deleted.**

SIGNED BY BOTH PARTIES TO THIS AGREEMENT, in the City of Cranbrook, British Columbia, this 13 day of December 2012.

CANADIAN UNION OF PUBLIC  
EMPLOYEES LOCAL 2773

COLLEGE OF THE ROCKIES

*for*  
\_\_\_\_\_  
Pam Catsirelis  
President

*Sheila McDonald*  
\_\_\_\_\_  
Sheila McDonald  
Executive Director, Human Resources

**LETTER OF UNDERSTANDING**  
**BETWEEN**  
**THE COLLEGE OF THE ROCKIES**  
**AND**  
**THE CANADIAN UNION OF PUBLIC EMPLOYEES, LOCAL 2773**

~~The College and the Union agree to partial working at home assignment for one or both of the incumbents of the Research Analyst position. The Research Analyst must successfully complete their probationary period before making application to work at home.~~

~~In order to work at home the Research Analysts must apply by submitting:~~

- ~~1. a request to work at home which will be reviewed by the Manager of Student Services/Registrar and will be subject to approval before being implemented. A request must involve at least one full day, but no more than three full days, at home per work week as well as a minimum of one day per week at the College.~~
- ~~2. the College will provide any additional computer software, hardware and technical support that is necessary to allow the employee to work effectively from home.~~

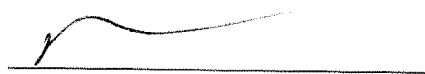
~~This Letter of Understanding will expire on June 30, 2010 unless there is agreement to extend and/or amend the letter.~~

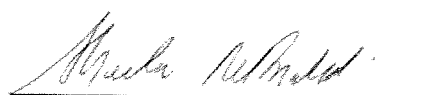
SIGNED BY BOTH PARTIES TO THIS AGREEMENT, in the City of Cranbrook,  
British Columbia, this 13 day of December 2012.

CANADIAN UNION OF PUBLIC  
EMPLOYEES LOCAL 2773

COLLEGE OF THE ROCKIES

for

  
Pam Catsirelis  
President

  
Sheila McDonald  
Executive Director, Human Resources

12.4 – Annual Vacation

“Departmental’ annual vacation scheduling will be completed by employees within each department and submitted to their manager by March 15<sup>th</sup> of the year in which the vacation is scheduled to be taken.

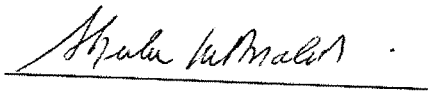
The manager shall approve or deny vacation requests by April 30<sup>th</sup> of the year in which the vacation is scheduled to be taken. Approval will not be unreasonably withheld subject to operational requirements.

Conflicts in vacation scheduling will be settled by the department supervisor with seniority in the department being the main consideration.

Employees may request vacation schedule changes after April 30<sup>th</sup>. Seniority will NOT apply to bump employees with lesser seniority after April 30<sup>th</sup>.

Signed on behalf of the College Of The Rockies

Signed on behalf of CUPE Local 2773

  
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20.2 Probationary Period – New Employees

All newly hired Regular or Term employees covered by this Agreement, shall serve a probationary period of three (3) months. Newly hired Regular or Term employees who are classified at salary grades five (5) or greater shall serve an eight (8) month probationary period of employment.

During the probationary period, employees shall be entitled to all rights and privileges of this Agreement. The probationary period may be extended up to three (3) months by the College. Upon completion of the probationary period, seniority shall be effective from the original date of hire.

Signed on behalf of the College Of The Rockies

Signed on behalf of CUPE Local 2773

  
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*Letter of Understanding*

Flexible Work Time

The College of the Rockies and CUPE Local 2773 agree to meet during the twelve months following ratification of the Collective Agreement to comprehensively explore options for a flexible work time that will meet the operational needs of the College and the flexible work life balance of the bargaining unit.

Signed on behalf of the College Of The Rockies

Signed on behalf of CUPE Local 2773

*Shula Kilmald*

*Pam Catsine*

Appendix B

December 2, 2012

To the Union on December 2, 2012

TIME: 11:06 PM

2010-14 – Support Staff Compensation Template (CTT)

between

POST SECONDARY EMPLOYERS' ASSOCIATION ("PSEA")

("the Employers")

and

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

and

CANADIAN UNION OF PUBLIC EMPLOYEES ("CUPE")

and

CANADIAN OFFICE AND PROFESSIONAL EMPLOYEES ("COPE")

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

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

**1. Term of Agreement**

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

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

2010-14 – Support Staff Compensation Template Table

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

2. **Health Welfare Benefits**

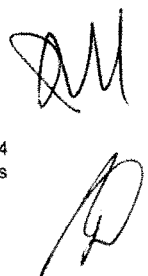
Effective February 01, 2013, the Employers agree to amend the applicable local Extended Health Benefit Plan such that reimbursements under the plans will only be issued for prescription drugs that are included under the BC Provincial Pharmacare Formulary.

3. **Wage Increase**

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

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

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



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

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

**5. Housekeeping**

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

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

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

For the Employers:



Rob D'Angelo, PSEA, Chair



Anita Bleick, PSEA CEO

For the Unions:



Lindsay Buss, BCGEU Staff



Ian McLean, CUPE Staff

Schedule "1"

Letter of Understanding

Post-Secondary Early Intervention Program

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

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

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

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

